

NOTICE OF VILLAGE OF HARRISON BOARD MEETING

DATE: Tuesday, September 24, 2024
TIME: 6:00pm
PLACE: Harrison Municipal Building,
W5298 State Road 114, Menasha, WI 54952

NOTICE IS HEREBY GIVEN that a Village of Harrison Board meeting will be held at 6:00pm on Tuesday, September 24, 2024, at the Harrison Municipal Building. This is a public meeting, and the agenda is listed below.

Call to Order

Pledge of Allegiance

1. Roll Call

2. Correspondence or Communications from Board and Staff

3. Corrections and Approval of the Previous Meeting Minutes

- a) Past Meeting Minutes
 - August 20, 2024 - Visioning Meeting
 - August 27, 2024 - Regular Meeting
 - September 10, 2024 - Special Meeting

4. 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.

5. Presentations

- a) 2025 Property Assessments by Accurate Assessors

6. Reports

- a) Fire Rescue
- b) Calumet County Sheriff's Dept.
- c) Interim Village Manager
 - Budget Report
- d) Assistant Manager, Planning and Zoning
- e) Parks and Trails
- f) Public Works/Engineering
- g) Clerk / Treasurer
 - Financial Statement Summary
 - ARPA Report
- h) Harrison Utilities

7. Approval of Bills and Claims

8. Appointments

- a) Appointment of Lindsey Cushman to the Plan Commission.
- b) Appointment of Drew Van Asten to the Plan Commission.

9. Old Business for Discussion, Consideration, and/or Action
No Old Business

10. New Business for Discussion, Consideration, and/or Action

- a) Eagle Scout Project at Darboy Community and Clover Ridge Parks by Tyler VanGompel.
- b) Halloween in the Park - Request to Waive Rental Fees & Donation
- c) Petition from Residents of Stargazer Estates requesting permission to plant trees in the Street right-of-way.
- d) Request from Lake Park Road Neighbors for installation of static radar/speed limit sign.
- e) Ordinance V24-13 and Zoning Map Amendment (Rezoning) – Jon Diedrich – W4297 County B – Part of Parcel 40956
- f) Certified Survey Map (CSM) — Jon Diedrich – W4297 County B – Part of Parcel 40956
- g) Site Plan Review – Darboy BP Alterations – N9690 County N – Parcel 34396
- h) Certificate of Payment #1:2024 Asphalt Street Resurfacing Program II from MCC for \$382,037.84.
- i) Certificate for Payment No. 2, for the 2024 Asphalt Street Resurfacing Program.
- j) Certificate of Payment #1: State Park Road Construction from MCC for \$238,908.85.
- k) Approval of Protective Covenants for Crossroads Business Park.
- l) Final Plat – Crossroads Business Park – Village of Harrison – Parcels 40390 & 40384
- m) Approval of Offer to Purchase for Lot 3 in the Crossroads Business Park.
- n) Survey Results of Cameo Court Park Development and Next Steps
- o) Sharing the results of the Speed Study conducted by the WisDOT on State Hwy 114.
- p) Approval of authorizing Village staff and Village Engineer to complete speed study for speed limits on Manitowoc Road between Lake Park Road and west to Village limits.
- q) Final Acceptance of Streets in Harrison Heights Phase 2

- c) The Board will meet in Closed Session pursuant to Wis. State Stats. 19.85 (1)(c) for considering employment, promotion, compensation, or performance evaluation data on any public employee over which the governmental body has jurisdiction or exercises responsibility. Specifically, to be discussed is the salary/benefits proposal of the Finance Director/Treasurer.

Attendees include the Interim Village Manager and the Assistant Village Manager.

14. Reconvene Into Open Session

The board may reconvene into open session pursuant to section 19.85(2) of the Wisconsin Statutes for possible action on the closed session.

- a) Appointment of the Finance Director/Treasurer

15. Adjournment

Agenda posted and published:

September 19, 2024 at Harrison Village Hall and to www.VillageofHarrison-WI.org

Vicki L. Tessen, Clerk

Accessibility:

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.



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Jarred Gerl, Fire Chief

Meeting Date:
September 24, 2024

Title:
Fire Rescue

Issue:
Monthly Report

Background and Additional Information:

Budget Impacts:

Recommended Action:
None - Report

Attachments:

- [2024 AUGUST Activity Report for SEPTEMBER Board Meeting.pdf](#)
- [Monthly Incidents Report August 2024.pdf](#)



Harrison Fire Rescue

Fire Station 60 • Fire Station 70 • EMS



Village Board/Fire Commission Activity Report for August 2024

(Updated: 9/18/2024)

1. Emergency Response

Harrison Fire Rescue was dispatched to 45 emergency incidents in August.

- See attached Monthly Incidents Report.

2. Community Public Relations

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

- August 1st Block Party Appearance
- August 18th Sherwood Summerfest

3. Department Training/Meetings

In addition to regularly scheduled meetings, training plays a prominent role in our organization. Members hold learning in high regard and value opportunities from learned experiences. One of our strengths as a volunteer department resides in the diversity and expertise our members bring with them.

- August 1st Interview Committee
- August 5th Staff Meeting
- August 11th Interview Committee
- August 12th EMS Meeting/Drill
 - AGPAR
 - GCS
- August 13th Interview Committee
- August 19th Fire Drill
 - Apparatus Driving
- August 21st Interview Committee
- August 27th Interview Committee



Harrison Fire Rescue

Fire Station 60 • Fire Station 70 • EMS



4. Chief Business/Items of Note

- August 12th 5 Bugles Design Meeting
- August 14th Harrison/Sherwood Administrators Meeting
- August 15th Fire Commission Meeting
- August 19th Village Staff Meeting
- August 20th Visioning Session
- August 22nd 5 Bugles Design Meeting
- August 22nd New Hire Orientation
- August 27th New Hire Orientation
- August 27th Village Board Meeting
- August 29th Calumet County Meeting

- Parking lot reconstruction at Station 60 is complete

Respectfully Submitted,

Jarred Gerl

Chief – Harrison Fire Rescue



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Monthly Incidents Report

Filter: Incident.Basic Details Incident Date within last month

Incident Date	CAD Number	Incident Address	City	Incident Type Name	Alarm Time	Arrival	Response Time
08/01/2024	24-0381	N9085 Southtowne DR Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/01/2024 09:03:23	08/01/2024 09:07:37	254.00
08/01/2024	24-0382	Hwy 55 / Faro Springs RD Village of Harrison	Village of Harrison	Motor vehicle accident with injuries	08/01/2024 10:30:10	08/01/2024 10:40:00	590.00
08/01/2024	24-0383	Manitowoc RD / Papermaker PASS Village of Harrison	Village of Harrison	Power line down	08/01/2024 10:55:50	08/01/2024 11:04:07	497.00
08/04/2024	24-0384	N6679 Harrison RD Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/04/2024 01:37:44	08/04/2024 01:52:04	860.00
08/04/2024	24-0385	N7590 Lower Cliff RD Village of Sherwood	Village of Sherwood	EMS call, excluding vehicle accident with injury	08/04/2024 04:15:24	08/04/2024 04:23:25	481.00
08/04/2024	24-0386	N7630 State Park RD Village of Sherwood	Village of Sherwood	EMS call, excluding vehicle accident with injury	08/04/2024 17:32:12	08/04/2024 17:55:24	1392.00
08/05/2024	24-0387	W4716 Nature CT Village of Sherwood	Village of Sherwood	EMS call, excluding vehicle accident with injury	08/05/2024 03:32:28	08/05/2024 03:47:23	895.00
08/06/2024	24-0388	N8311 Kesler RD Town of Woodville	Town of Woodville	EMS call, excluding vehicle accident with injury	08/06/2024 01:55:06	08/06/2024 02:09:29	863.00
08/06/2024	24-0389	N9131 N Coop RD Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/06/2024 10:34:13	08/06/2024 10:51:55	1062.00
08/06/2024	24-0390	W6403 Sonny DR 4 Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/06/2024 11:24:05	08/06/2024 11:36:53	768.00
08/06/2024	24-0391	W5245 Harrison RD Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/06/2024 15:23:41	08/06/2024 15:31:14	453.00
08/07/2024	24-0392	W5282 Amy AVE Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/07/2024 12:03:47	08/07/2024 12:18:31	884.00



Harrison Fire Rescue

Fire Station 60 • Fire Station 70 • EMS



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Incident Date	CAD Number	Incident Address	City	Incident Type Name	Alarm Time	Arrival	Response Time
08/08/2024	24-0393	Hwy 114 / Eisenhower DR Village of Harrison	Village of Harrison	Motor vehicle accident with injuries	08/08/2024 06:59:48	08/08/2024 07:09:40	592.00
08/08/2024	24-0394	W6689 Firelane 6 RD Village of Harrison	Village of Harrison	Dispatched & canceled en route	08/08/2024 11:25:21		
08/08/2024	24-0395	N7844 Lakeshore LN Village of Sherwood	Village of Sherwood	EMS call, excluding vehicle accident with injury	08/08/2024 23:31:28	08/08/2024 23:48:30	1022.00
08/09/2024	24-0396	N9331 S Lake Park RD 65 Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/09/2024 01:45:46	08/09/2024 02:04:07	1101.00
08/10/2024	24-0397	W5219 Amy AVE 24 Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/10/2024 00:53:21	08/10/2024 01:12:00	1119.00
08/10/2024	24-0398	N9670 Darboy DR Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/10/2024 03:49:51	08/10/2024 04:04:13	862.00
08/13/2024	24-0399	W5008 Golf Course RD 621 Village of Sherwood	Village of Sherwood	EMS call, excluding vehicle accident with injury	08/13/2024 19:40:28	08/13/2024 19:53:15	767.00
08/14/2024	24-0400	W5219 Amy AVE Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/14/2024 05:53:26	08/14/2024 06:14:00	1234.00
08/14/2024	24-0401	N307 Military RD Village of Sherwood	Village of Sherwood	EMS call, excluding vehicle accident with injury	08/14/2024 18:45:14	08/14/2024 18:50:25	311.00
08/16/2024	24-0402	W6439 Sonny DR Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/16/2024 12:45:15	08/16/2024 13:03:51	1116.00
08/16/2024	24-0403	N9259 Bouquet DR Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/16/2024 15:47:16	08/16/2024 15:53:40	384.00
08/17/2024	24-0404	W5219 Amy AVE Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/17/2024 04:12:17	08/17/2024 04:30:16	1079.00
08/19/2024	24-0406	N8444 North Shore RD Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/19/2024 04:54:50	08/19/2024 05:09:52	902.00



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Incident Date	CAD Number	Incident Address	City	Incident Type Name	Alarm Time	Arrival	Response Time
08/19/2024	24-0407	W6143 Victorian DR 5 Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/19/2024 13:05:51	08/19/2024 13:15:31	580.00
08/21/2024	24-0408	W5836 Sweet William DR Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/21/2024 00:44:14	08/21/2024 00:51:34	440.00
08/21/2024	24-0409	N7844 Lakeshore LN Village of Sherwood	Village of Sherwood	EMS call, excluding vehicle accident with injury	08/21/2024 05:04:39	08/21/2024 05:35:00	1821.00
08/21/2024	24-0411	W5026 Ertl RD Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/21/2024 15:07:54	08/21/2024 15:14:21	387.00
08/21/2024	24-0412	W2789 Gales LN Buchanan	Buchanan	Building fire	08/21/2024 19:28:37	08/21/2024 19:41:21	764.00
08/23/2024	24-0413	W4978 Ertl RD Village of Harrison	Village of Harrison	Dispatched & canceled en route	08/23/2024 13:25:31		
08/23/2024	24-0414	W7170 Hwy 10/114 Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/23/2024 17:24:44	08/23/2024 17:32:00	436.00
08/25/2024	24-0415	W6462 Sonny DR 99 Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/25/2024 00:33:08	08/25/2024 00:45:00	712.00
08/25/2024	24-0416	W5008 Golf Course RD Village of Sherwood	Village of Sherwood	EMS call, excluding vehicle accident with injury	08/25/2024 09:15:20	08/25/2024 09:20:40	320.00
08/26/2024	24-0417	W5282 Amy AVE Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/26/2024 11:12:29	08/26/2024 11:22:13	584.00
08/26/2024	24-0418	N9245 Cassandra WAY Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/26/2024 23:45:27	08/26/2024 23:51:29	362.00
08/27/2024	24-0419	W5160 Harbor CT Village of Sherwood	Village of Sherwood	EMS call, excluding vehicle accident with injury	08/27/2024 12:21:44	08/27/2024 12:30:32	528.00
08/27/2024	24-0421	County N / Kuepper RD Village of Harrison	Village of Harrison	Brush or brush-and-grass mixture fire	08/27/2024 13:17:01	08/27/2024 13:31:01	840.00
08/27/2024	24-0422	N9660 County N Village of Harrison	Village of Harrison	Excessive heat, scorch burns with no ignition	08/27/2024 14:25:56	08/27/2024 14:41:15	919.00



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Incident Date	CAD Number	Incident Address	City	Incident Type Name	Alarm Time	Arrival	Response Time
08/28/2024	24-0423	N9262 Laura ST Village of Harrison	Village of Harrison	Carbon monoxide incident	08/28/2024 17:05:25	08/28/2024 17:24:09	1124.00
08/29/2024	24-0424	W5160 Harbor CT Village of Sherwood	Village of Sherwood	EMS call, excluding vehicle accident with injury	08/29/2024 10:12:20	08/29/2024 10:26:55	875.00
08/29/2024	24-0425	W5141 Shorewood CT Village of Sherwood	Village of Sherwood	EMS call, excluding vehicle accident with injury	08/29/2024 16:47:40	08/29/2024 17:03:24	944.00
08/29/2024	24-0426	Hwy 114 / Pigeon RD Village of Harrison	Village of Harrison	Motor vehicle accident with injuries	08/29/2024 17:02:51	08/29/2024 17:09:31	400.00
08/30/2024	24-0427	W6143 Manitowoc RD Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/30/2024 18:08:36	08/30/2024 18:15:52	436.00
08/30/2024	24-0428	W6254 Hwy 10/114 Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	08/30/2024 19:34:57	08/30/2024 19:42:40	463.00



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Derek Bries, Chief Deputy

Meeting Date:

August 27, 2024

Title:

Calumet County Sheriff's Dept.

Issue:

Monthly Report

Background and Additional Information:

Budget Impacts:

Recommended Action:

Monthly Report

Attachments:

- [2024 August Harrison Report.pdf](#)

VILLAGE OF HARRISON (AUGUST - 2024)

OVERALL INCIDENT SUMMARY

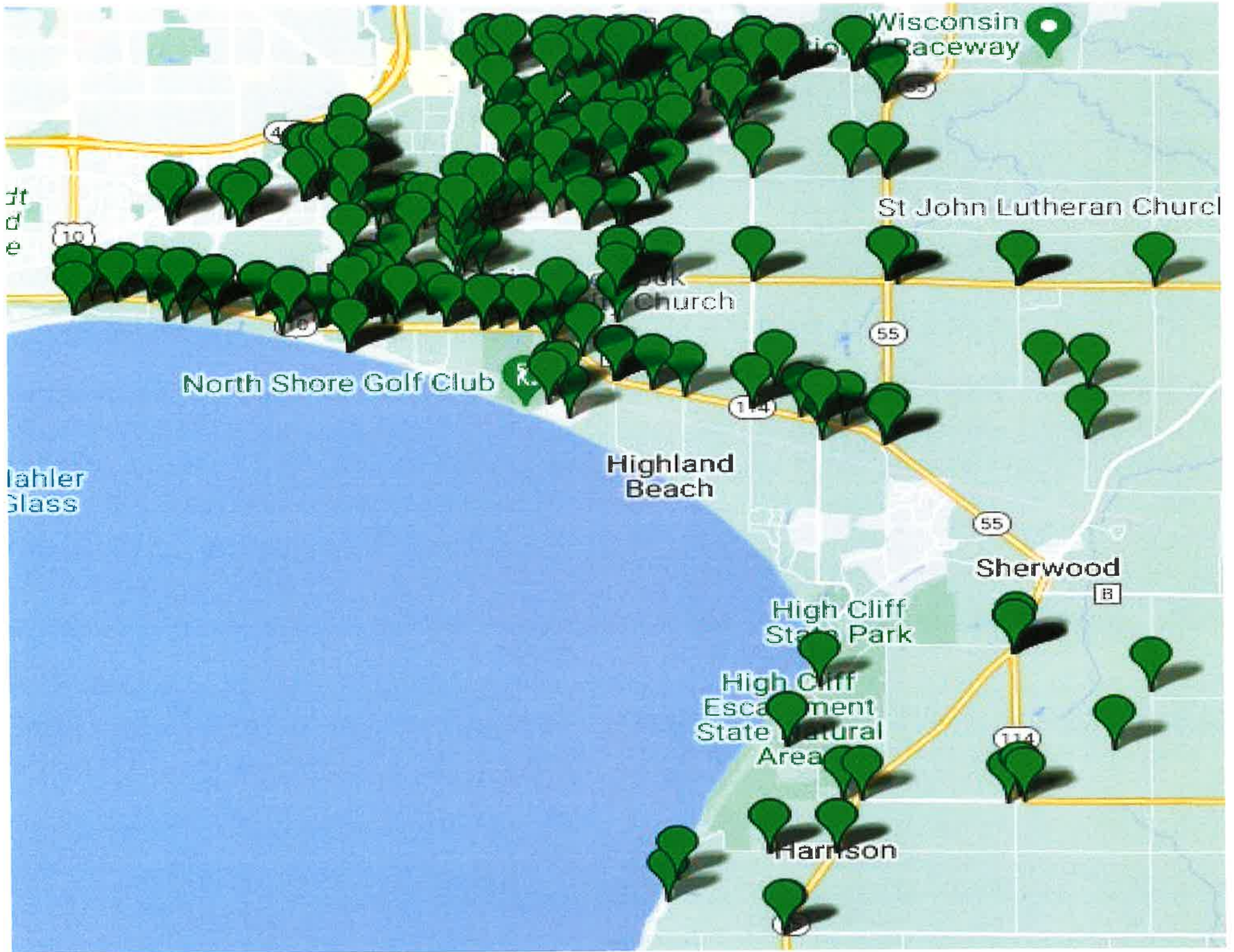
911 HANG UP	24	THEFT	3
ACCIDENT	11	TRAFFIC HAZARD	9
ACCIDENT WITH INJURY	3	TRAFFIC STOP	101
ALARM	4	TRESPASSING	0
ANIMAL	10	VIOLATE OF COURT ORDER	1
ASSIST AGENCY	10	WEAPON	0
ASSIST CITIZEN	6	WELFARE CHECK	17
BATTERY	0		
CIVIL MATTER	4		
CIVIL PROCESS	4		
CRIME PREVENTION	0		
DAMAGE TO PROPERTY	1		
DISTURBANCE	4		
DOMESTIC DISTURBANCE	2		
DRUGS	0		
EMERGENCY COMMITTAL	1		
FIRE ALARM	0		
FIRE CALL	2		
FRAUD	4		
HARASSMENT	2		
JAIL	0		
JUVENILE COMPLAINTS	2		
LOST / FOUND	0		
MEDICAL	25		
MISCELLANEOUS	1		
MISSING PERSON	1		
MOTORIST ASSIST	22		
NOISE COMPLAINT	8		
ORDINANCE	11		
PARKING COMPLAINT	7		
RECKLESS DRIVING	15		
RUNAWAY	0		
SUSPICIOUS PERSON	3		
SUSPICIOUS SITUATION	13		
SUSPICIOUS VEHICLE	13		

OVERALL

TOTAL INCIDENTS	344
CITATIONS	45
WARNINGS	126
ORDINANCE	2

ARRESTS

TOTAL ARRESTS	4
8/17/24 Domestic False Imprisonment/Disorderly Conduct	
8/18/24 OWI	
8/23/24 Bail Jumping	
8/28/24 Flee/Elude Officer	



VILLAGE OF HARRISON (AUGUST - 2024)

CONTRACT SUMMARY

911 HANG UP	6	THEFT	1
ACCIDENT	5	TRAFFIC HAZARD	6
ACCIDENT WITH INJURY	2	TRAFFIC STOP	66
ALARM	2	TRESPASSING	0
ANIMAL	5	VIOLATE OF COURT ORDER	1
ASSIST AGENCY	7	WEAPON	0
ASSIST CITIZEN	3	WELFARE CHECK	12
BATTERY	0		
CIVIL MATTER	3		
CIVIL PROCESS	0		
CRIME PREVENTION	0		
DAMAGE TO PROPERTY	0		
DISTURBANCE	4		
DOMESTIC DISTURBANCE	1		
DRUGS	0		
EMERGENCY COMMITTAL	0		
FIRE ALARM	0		
FIRE CALL	2		
FRAUD	4		
HARASSMENT	2		
JAIL	0		
JUVENILE COMPLAINTS	0		
LOST / FOUND	0		
MEDICAL	15		
MISCELLANEOUS	0		
MISSING PERSON	0		
MOTORIST ASSIST	15		
NOISE COMPLAINT	5		
ORDINANCE	8		
PARKING COMPLAINT	6		
RECKLESS DRIVING	6		
RUNAWAY	0		
SUSPICIOUS PERSON	2		
SUSPICIOUS SITUATION	10		
SUSPICIOUS VEHICLE	7		

CONTRACT	
<i>TOTAL</i>	206
<i>ARRESTS</i>	2
<i>CITATIONS</i>	25
<i>WARNINGS</i>	66
<i>ORDINANCE</i>	1

ACTIVITY DETAIL SUMMARY REPORT

8/1/2024	Citation	FAIL/OBEY TRAFFIC SIGN/SIGNAL
8/1/2024	Warning	OPERATE W/O VALID LICENSE
8/2/2024	Citation	OPERATING WHILE SUSPENDED
8/2/2024	Citation	IMPROPER/ATTACH REAR REG DECAL/TAG
8/2/2024	Citation	OPERATING WHILE SUSPENDED
08/02/24	Citation	SPEEDING IN 55 MPH ZONE (20-24 MPH)
8/2/2024	Citation	OPERATE W/O VALID LICENSE
8/2/2024	Warning	OPERATE MOTOR VEH. W/O ADEQUATE MUFFLER
8/2/2024	Warning	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
08/02/24	Warning	NO TAIL LAMP/DEFECTIVE TAIL LAMP-NIGHT
08/03/24	Citation	MOTORCYCLE PERMITTEE OPERATE CYCLE W/ UNQUALIFIED PASSENGER
8/3/2024	Warning	IMPROPERLY ATTACHED LICENSE PLATES
8/3/2024	Warning	STOPPING/STANDING W/IN INTERSECTION
8/3/2024	Warning	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
08/03/24	Warning	SPEEDING IN 55 MPH ZONE (16-19 MPH)
08/03/24	Warning	OPERATE MOTOR VEHICLE W/O 2 HEADLIGHTS
8/3/2024	Warning	NON-REGISTRATION OF AUTO, ETC
8/3/2024	Warning	OPERATE MOTOR VEHICLE W/O INSURANCE
8/4/2024	Citation	OPERATING WHILE SUSPENDED
8/4/2024	Citation	OPERATING WHILE SUSPENDED
8/4/2024	Citation	DISPLAY FALSE VEHICLE REGISTRATION PLATE
08/04/24	Warning	NO TAIL LAMP/DEFECTIVE TAIL LAMP-NIGHT
8/4/2024	Warning	NO TAIL LAMP/DEFECTIVE TAIL LAMP-NIGHT
8/4/2024	Warning	NON-REGISTRATION OF AUTO, ETC
8/4/2024	Warning	NON-REGISTRATION OF AUTO, ETC
8/4/2024	Warning	OPERATE MOTOR VEHICLE W/O INSURANCE
08/05/24	Warning	OPERATION W/O REQUIRED LAMPS LIGHTED
08/06/24	Citation	OPERATING W/PAC (4TH)
8/6/2024	Warning	OPERATION W/O REQUIRED LAMPS LIGHTED
8/8/2024	Citation	FAILURE TO KEEP VEHICLE UNDER CONTROL
08/08/24	Citation	OPERATING LEFT OF CENTER
8/9/2024	Warning	INATTENTIVE DRIVING
8/11/2024	Citation	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
8/11/2024	Warning	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
08/11/24	Warning	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
8/11/2024	Warning	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
8/11/2024	Warning	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
08/11/24	Warning	OPERATE W/O CARRYING LICENSE

08/11/24	Warning	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
08/11/24	Warning	EXCEEDING SPEED ZONES, ETC. (16-19 MPH)
8/11/2024	Warning	NON-REGISTRATION OF OTHER VEHICLE
8/11/2024	Warning	EXCEEDING SPEED ZONES, ETC. (16-19 MPH)
8/11/2024	Warning	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
8/11/2024	Warning	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
08/12/24	Citation	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
8/12/2024	Warning	IMPROPER STOP/STOP SIGN-NO STOP LINE
8/12/2024	Warning	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
8/12/2024	Warning	OBSTRUCTED LICENSE PLATES
8/13/2024	Warning	EXCEEDING SPEED ZONES, ETC. (1-10 MPH)
8/13/2024	Warning	NON-REGISTRATION OF AUTO, ETC
8/14/2024	Warning	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
8/14/2024	Warning	FAIL/NOTIFY ADDRESS CHANGE
8/15/2024	Citation	OPERATING WHILE REVOKED (REV DUE TO ALC/CONT SUBST/REFUSAL)
8/15/2024	Ordinance	POSSESS MARIJUANA/THC (UNDER 25g) 1ST 2003-5
8/15/2024	Warning	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
08/15/24	Warning	NON-REGISTRATION OF AUTO, ETC
8/15/2024	Warning	NO TAIL LAMP/DEFECTIVE TAIL LAMP-NIGHT
8/15/2024	Warning	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
8/15/2024	Warning	EXCEEDING SPEED ZONES, ETC. (16-19 MPH)
08/15/24	Warning	DISPLAY FALSE VEHICLE REGISTRATION PLATE
8/16/2024	Citation	OPERATING WHILE REVOKED (REV DUE TO ALC/CONT SUBST/REFUSAL)
8/17/2024	Warning	UNSAFE LANE DEVIATION
8/17/2024	Warning	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
8/18/2024	Citation	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
08/18/24	Warning	NO TAIL LAMP/DEFECTIVE TAIL LAMP-NIGHT
8/19/2024	Citation	OPERATING WHILE SUSPENDED
08/19/24	Warning	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
8/19/2024	Warning	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
8/20/2024	Warning	OPERATE MOTOR VEHICLE W/O INSURANCE
08/21/24	Citation	POSSESS OPEN INTOXICANTS IN MV-PASSENGER
8/21/2024	Citation	OPERATING WHILE SUSPENDED
08/21/24	Warning	NO TAIL LAMP/DEFECTIVE TAIL LAMP-NIGHT
8/22/2024	Citation	OPERATING WHILE SUSPENDED
08/22/24	Warning	SPEEDING ON CITY HIGHWAY (1-10 MPH)
8/22/2024	Warning	IMPROPER DISPLAY/PLATES (ILLEGIBLE)
08/22/24	Warning	EXCEEDING SPEED ZONES, ETC. (20-24 MPH)
8/24/2024	Warning	NON-REGISTRATION OF AUTO, ETC

8/24/2024	Warning	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
8/24/2024	Warning	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
8/29/2024	Citation	OPERATING WHILE SUSPENDED
08/29/24	Ordinance	POSSESS MARIJUANA/THC (UNDER 25g) 1ST 2003-5
8/29/2024	Warning	UNSAFE LANE DEVIATION
8/29/2024	Warning	UNREASONABLE AND IMPRUDENT SPEED
8/29/2024	Warning	OPERATE MOTOR VEHICLE W/O INSURANCE
8/29/2024	Warning	NON-REGISTRATION OF AUTO, ETC
8/30/2024	Citation	OPERATING LEFT OF CENTER
08/30/24	Warning	NON-REGISTRATION OF AUTO, ETC
08/30/24	Warning	OPERATE MOTOR VEHICLE W/O INSURANCE
8/31/2024	Citation	NON-REGISTRATION OF AUTO, ETC
08/31/24	Warning	DISPLAY FALSE VEHICLE REGISTRATION PLATE
8/31/2024	Warning	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
8/31/2024	Warning	OPERATING WHILE SUSPENDED
8/31/2024	Warning	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE



VILLAGE BOARD MEETING

VILLAGE OF HARRISON**From:**

Russ Van Gompel, Interim Village Manager

Meeting Date:

September 24, 2024

Title:Interim Village Manager
Budget Report

Issue:

None

Background and Additional Information:

I have been working on the following items during the month of September:

- Meet with the Department Heads on a weekly basis on Monday to review current projects and issues.
- Review applicants, conducted interviews, and discussed an offer of employment for the Finance Director position.
- Review the 2024 Budget, develop a proposed 2025 Budget.
- Met with staff and a team from Granicus to review the status of Harrison website implementation project. Staff also met with another firm for website solutions.
- Met with area administrators to discuss areas of mutual interest including, current budget assumptions, cost of living increased, economic development, and the potential to share services.
- Met with staff and Village Engineer to discuss outstanding projects.

Budget Impacts:

None

Recommended Action:

None



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Assistant Manager, Planning and Zoning

Issue:
Discussion only.

Background and Additional Information:

Fire Station 60: Request for Proposals to qualified architects for engineering services to remodel the station were sent out on September 3, 2024, to 12 consultants. Proposals are due September 27, 2024. Staff plans to have the selected consultant to the October board meeting.

Fire Station 70: Staff met with Five Bugles four times and are finalizing a space needs concept plan. On September 18, fire department personal toured stations to see spaces in the drawings to determine if they are acceptable. Five Bugles/Wendel will be making a presentation to the Board at the October meeting to review the concept plan and costs and discuss next steps.

DPW Expansion Project: McMahon has completed a concept plan for the break room layout, additional offices, updated restrooms/showers and additional vehicle bays. Draft plans are planned to be shared with the board at the October meeting.

Breezy Meadows Subdivision: Construction has begun on the subdivision at the corner of Lake Park and Midway.

Faro Springs Project: Staff is working with M&E to update the plans to make the width 12 foot. Staff will then go back to bid and work with local contractors to submit a bid as well.

TID 2 and 5 Amendments: Consultants have completed and submitted all necessary paperwork to the Department of Revenue. The deadline date is October 31, 2024.

First Amendment Audit Training: All Village staff will be participating in a "Lunch and Learn" on October 10 on how to handle First Amendment Audits in Public Facilities. Meghan Winkler and Chad Pelishek will be leading this training.

High Cliff Connection Feasibility Studies: Municipal partners are reviewing draft reports. The Village of Harrison was the grant recipient for the reports and will be reimbursed from the State of Wisconsin DOT.

Permits: Staff issued 31 total permits and 8 new home permits in August. Normally September is a

slower month, but not this year. Staff will be coming forward in October with building and land use permit fee changes.

Future Agenda Items re: Plan Commission procedures: In the CivicPlus discussion, staff will be reviewing the capabilities for the software to handle voting processes for all boards/commissions in the future.

Transportation Impact Fee Study: Ehlers will be prepared to present their study research at the October Board meeting.

Budget Impacts:

Recommended Action:

Discussion Only



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager and Jeff Funk,
Operations Manager

Meeting Date:
September 24, 2024

Title:
Parks and Trails

Issue:

Background and Additional Information:

Farmers Field: Paving and line stripping is completed. Village DPW staff will start shouldering the parking lot and driveway to protect the asphalt edges. Restoration of the both the electrical and paving areas will be completed after shouldering. If the board approves, parking bumpers will also be installed. Village staff continues to work with River of Surge on the usage of the soccer fields. The fields appear to have been overused in 2024 so staff is determining the next steps to restore them.

Darboy Park: Contracts for lighting at the park are executed. Work should begin soon. Staff has been in contact with Focus on Energy to potentially obtain rebates from them. Tree removal will begin the week of 9/23.

The Village staff worked with a private business, Runaway Shoes, to make a donation of \$1800 towards pickle ball court net screenings. The Village thanks Runaway Shoes for the contribution. Promotion will occur on Facebook and the upcoming newsletter in hopes of others contributing.

New Parkland along CTH N: The closing will occur the week of 9/23. Village staff will be installing a bench soon per the family requests.

Budget Impacts:

Recommended Action:

Discussion only.

Attachments:

- [IMG_0140.jpg](#)
- [IMG_0137.jpg](#)
- [IMG_0138.jpg](#)









VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager and Jeff Funk,
Operations Manager

Meeting Date:
September 24, 2024

Title:
Public Works/Engineering

Issue:
Discussion only.

Background and Additional Information:

State Park Road Reconstruction: Binder asphalt installation will begin on Monday September 23. Final asphalt and line stripping will be completed after the binder is installed. Project should be wrapped up near the middle of October. Village staff will be shouldering the roadway prior to opening it to traffic.

N. Coop/Midway Intersection: The County Board has approved a four-way stop at this intersection. Village staff is working with the County to determine if they plan to bill the municipalities for signage or whether they are covering those costs.

Crossroads Business Park: DPW staff completed on 9/19/2024 the hauling of clay to build up the subgrade of the roadways. Contracts are finalized. The Preconstruction meeting has been held and work should start on the utility installation the middle of October.

Haen Heights and Cedar Ridge Estates Subdivisions: Public Informational Meetings have been scheduled. Both meetings will be held October 1 and 2 from 5:30 PM to 6:30 PM at Village Hall. McMahon will do a short presentation and then we will answer residents' questions.

Station 60 Parking Lot Improvements: Concrete and New asphalt is complete.

2024 Resurfacing Projects: All projects are complete.

2024 Crack Filling: Completed

Kessler Road: Double Chip Seal is complete. The Village of Sherwood has been billed for their portion of the project.

Budget Impacts:

None

Recommended Action:

Attachments:

- [IMG_0144.jpg](#)
- [IMG_0147.jpg](#)
- [IMG_0143.jpg](#)









VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Vicki Tessen, Clerk / Treasurer

Meeting Date:
September 24, 2024

Title:
Clerk / Treasurer
Financial Statement Summary
ARPA Report

Issue:
Monthly Board Report

Background and Additional Information:

Clerk Report:

The Clerk's Office has been focused on the upcoming election. There was an amazing display of teamwork in getting over 1,300 absentee ballots in the mail and over 350 new voter registrations verified and approved. The influx of applications since the August 13th Partisan Primary for both registering and absentee ballots has been incredible.

Voter Registrations from August 14th to September 19th = 355
NEW Absentee Ballot Requests from August 14th to September 19th = 540 (and counting as I type this)
Total Absentee Ballot Requests as of September 19th = 1327 including 3 overseas, 7 military, and 237 confined (home bound)

We now have approximately 8,800 registered voters in Harrison. The additional ballot tabulating machines and express vote ballot marking machines the Village purchased with ARPA funds will be a huge benefit to our residents for the November election. With Harrison's rate of growth, the clerk will be requesting to budget for more Badger Books (check in and registration tablets) before the 2028 election year.

Early last month, the office did a deep dive into the village records vault and designated at least 40 boxes that are potentially past their retention period and be destroyed. However, there isn't documentation of the State approving the schedule on file and that schedule is grossly outdated, so the records will be retained until the clerk can complete the necessary steps before destroying them. (See Resolution for Retention Schedule(s) item under New Business for more details.)

The office received a liquor license request this month for a new restaurant on Friendship Drive that will come before the Board in October.

Before the end of the month, the clerk will be submitting to MuniCode all the ordinances that were adopted in 2025 for integrating into our online code of ordinances. The village's new upgraded contract has our online code updated in March and September annually.

Treasure's Report:

The treasurer submitted requests to the interim manager for the admin office/clerk/treasurer 2025 budgets and had the initial review meeting with the accountant and managers. She also sat in on the initial review meeting for the utilities' budget requests. Overall, the process is going smoothly and is well organized.

Over the next month, the treasurer will spend time on tax bill prep to include: assisting with data for the levy limit worksheet, updating the master parcel list (new, inactivated, combined, split, value changes, etc.) used for calculating special charges that are placed on the tax bills, and if time allows with the election, begin calculating the special charges for law enforcement and storm water, and begin drafting the tax bill insert that will inform property owners about the 2025 assessment adjustment.

Budget Impacts:

none

Recommended Action:

None - Report only

Attachments:

- [Account Statement Summary for Village Board.pdf](#)
- [ARPA Board Report 9 19 2024.pdf](#)

2024 VILLAGE Account Statement Summary for Village Board.xlsx

2024 - Village Accounts	June	July	August
Vlg Mmbrship QTRLY Interest	0.996%	0.996%	0.996%
Beginning Balance	11,283.71	11,311.65	11,311.65
Credits			
Interest	27.94		
Debits			
Ending Balance	11,311.65	11,311.65	11,311.65
VLG CD	5.223%	5.223%	5.223%
Beginning Balance	350,742.84	352,244.42	353,802.70
Interest	1,501.58	1,558.28	1,565.17
Ending Balance	352,244.42	353,802.70	355,367.87
Vlg MM	3.928%	3.928%	3.928%
Beginning Balance	728,042.46	730,386.52	732,816.51
Credits			
Interest	2,344.06	2,429.99	2,438.08
Debits			
Ending Balance	730,386.52	732,816.51	735,254.59
Money Mrkt	0.30%	0.30%	
Beginning Balance	292,212.61	292,284.47	292,358.74
Credits			
Debits			
Interest	71.86	74.27	74.29
Ending Balance	292,284.47	292,358.74	292,433.03
Savings CD	4.80%	4.80%	Renewed 4.9%
Beginning Balance	275,902.14	275,902.14	279,137.25
Interest		3,235.11	1,114.99
Ending Balance	275,902.14	279,137.25	280,252.24
Local Gov't Investment Pool	5.42%	5.42%	
Beginning Balance	272,002.63	273,211.78	274,465.56
Interest	1,209.15	1,253.78	
Ending Balance	273,211.78	274,465.56	274,465.56
			not received yet
Checking General	5.35%	5.48%	5.35%
Beginning Balance	515,402.13	451,673.69	418,895.78
Credits	574,732.43	717,705.98	3,983,804.65
Debits	639,885.87	752,349.17	1,501,183.41
Interest	1,425.00	1,865.28	8,427.17
Ending Balance	451,673.69	418,895.78	2,909,944.19
Money Mrkt Tax	5.35%	5.48%	5.35%
Beginning Balance	7,031,299.70	6,559,497.34	6,390,609.92
Credits			
Debits	500,000.00	200,000.00	1,400,000.00
Interest	28,197.64	31,112.58	22,726.89
Ending Balance	6,559,497.34	6,390,609.92	5,013,336.81
Checking Taxes	5.35%	5.48%	5.37%
Beginning Balance	6,712,296.98	6,739,897.88	6,772,498.67
Credits			
Debits			
Interest	27,600.90	32,600.79	29,177.41
Ending Balance	6,739,897.88	6,772,498.67	6,801,676.08
ONLINE Account	5.35%	5.48%	5.37%
Beginning Balance	716,780.08	719,721.82	723,203.10
Credits			
Debits			
Interest	2,941.74	3,481.28	3,115.72
Ending Balance	719,721.82	723,203.10	726,318.82

2024 VILLAGE Account Statement Summary for Village Board.xlsx

9/18/2024

2024 - Village Accounts	June	July	August
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Checking TOWN ACCOUNT APY .0%

Beginning Balance	11,064.35	11,064.35	11,064.35
Credits			
Debits			
Ending Balance	11,064.35	11,064.35	11,064.35

	June	July	August
Village Accts Total:	16,406,131.71	16,249,099.88	17,400,360.84
Town Total:	11,064.35	11,064.35	11,064.35
All Funds Total:	16,417,196.06	16,260,164.23	17,411,425.19

2024 HARRISON UTILITIES Account Statement Summary for Village Board.xlsx

2024 HARRISON UTILITIES	June	July	August
Utility MM (customer paymnt)	4.169%	4.169%	4.169%
Beginning Balance	\$ 886,442.08	\$ 1,110,729.88	\$ 1,337,348.28
Credits	\$ 220,971.26	\$ 222,308.25	\$ 215,935.61
Debits	\$ 126.20	\$ 32.50	\$ -
Interest	\$ 3,442.74	\$ 4,342.65	\$ 5,145.55
Ending Balance	\$ 1,110,729.88	\$ 1,337,348.28	\$ 1,558,429.44
HU Expense account	0.399%	0.399%	0.399%
Beginning Balance	\$ 89,175.29	\$ 255,161.22	\$ 123,349.00
Credits	\$ 405,020.00	\$ 8,600.00	\$ 354,770.00
Debits	\$ 239,104.27	\$ 140,481.74	\$ 325,290.00
Interest	\$ 70.20	\$ 69.52	\$ 42.60
Ending Balance	\$ 255,161.22	\$ 123,349.00	\$ 152,871.60
HU CD	4.889%	4.889%	4.889%
Beginning Balance	\$ 533,570.45	\$ 535,708.67	\$ 537,927.02
Interest	\$ 2,138.22	\$ 2,218.35	\$ 2,227.53
Ending Balance	\$ 535,708.67	\$ 537,927.02	\$ 540,154.55
Utility MM (Reserve Acct)	4.218%	4.218%	4.218%
Beginning Balance	\$ 5,402,839.36	\$ 5,020,666.19	\$ 4,537,220.19
Credits	\$ -		
Debits	\$ 400,000.00	\$ 500,000.00	\$ 350,000.00
Interest	\$ 17,826.83	\$ 16,554.00	\$ 15,806.42
Ending Balance	\$ 5,020,666.19	\$ 4,537,220.19	\$ 4,203,026.61
HU CD - new July 2024		5.200%	5.200%
Beginning Balance	\$ -	\$ 500,000.00	\$ 501,665.57
Credits			
Debits			
Interest		\$ 1,665.57	\$ 2,158.53
Ending Balance	\$ -	\$ 501,665.57	\$ 503,824.10
Checking Utilities	5.35%	5.48%	5.37%
Beginning Balance	\$ 589,341.87	\$ 591,710.46	\$ 594,522.39
Credits			
Debits	\$ 49.95	\$ 49.95	\$ 49.95
Interest	\$ 2,418.54	\$ 2,861.88	\$ 2,561.15
Ending Balance	\$ 591,710.46	\$ 594,522.39	\$ 597,033.59
Money Mrkt Utility	5.35%	5.48%	5.37%
Beginning Balance	\$ 58,539.97	\$ 58,780.22	\$ 59,064.54
Credits			
Debits			
Interest	\$ 240.25	\$ 284.32	\$ 254.46
Ending Balance	\$ 58,780.22	\$ 59,064.54	\$ 59,319.00
	June	July	August
All Funds Total:	7,572,756.64	7,691,096.99	7,614,658.89

Project	Project ID #	Allocated	Rect Total thru 9/19/24	Potential Final Over/Under
61001 Rooftop Unit	6.1.001	\$ 59,500.00	\$ 59,500.00	\$ -
61002 - Front Office Renovation	6.1.002	\$ 12,000.00	\$ 11,956.96	\$ 43.04
61003 Front Office Laptop	6.1.003	\$ 1,720.00	\$ 2,024.92	\$ (304.92)
61004 Election Software	6.1.004	\$ 26,513.00	\$ 26,513.00	\$ -
61005 Covid Sick Pay	6.1.005	\$ 60,000.00	\$ 12,477.67	\$ 47,522.33
61006 a Meeting Software	6.1.006 a	\$ 100,000.00	\$ 51,000.00	\$ 49,000.00
61006 b Online Forms Software	6.1.006 b	\$ 97,392.00	\$ 68,696.23	\$ 28,695.77
61006 c Website Conversion	6.1.006 c	\$ 60,000.00	\$ 60,000.00	\$ -
61007 Village Phone System	6.1.007	\$ 11,193.00	\$ 11,193.00	\$ -
61008 Network Server Cell Phones	6.1.008	\$ 22,000.00	\$ 21,196.64	\$ 803.36
61009 Fire Dept Washer Extractors	6.1.009	\$ 26,100.00	\$ 26,045.14	\$ 54.86
61010 Fire Dept Polaris Ranger Skid Unit	6.1.010	\$ 24,000.00	\$ 23,400.00	\$ 600.00
61011 Clerk Office Computer	6.1.011	\$ 1,075.00	\$ 1,075.00	\$ -
61012 Recreation Courts at Darboy Comm	6.1.012	\$ 81,916.00	\$ 81,916.00	\$ -
61013 Safety Program	6.1.013	\$ 5,000.00	\$ 4,646.01	\$ 353.99
61014 Playground Equip at Farmer's Field	6.1.014	\$ 129,614.11	\$ 129,614.11	\$ -
61015 Gas Line Upgrade at Fire Dept	6.1.015	\$ 3,051.00	\$ 3,050.65	\$ 0.35
61016 Handicap Oper Doors	6.1.016	\$ 8,690.82	\$ 8,690.82	\$ -
61017 Tablets for BoardsCmmsn	6.1.017	\$ 7,000.00	\$ 1,776.00	\$ 5,224.00
61018 Road Safety Improvement	6.1.018	\$ 206,667.00	\$ -	\$ 71,354.00
61019 Election Equipment	6.1.019	\$ 37,485.00	\$ 37,485.00	\$ -
61020 Community Outreach	6.1.020	\$ 26,334.45	\$ 26,334.45	\$ -
61021 Van's Road Pond Rec Trail	6.1.021	\$ 46,861.00	\$ 46,860.75	\$ 0.25
61022 Economic Development Resources	6.1.022	\$ 10,000.00	\$ 10,112.85	\$ (112.85)
61023 Comprehensive Plan Future Land Use	6.1.023	\$ 4,956.00	\$ 4,956.00	\$ -
61024 Radar Speed Display Board	6.1.024	\$ 25,000.00	\$ 23,905.00	\$ 1,095.00
61025 Video Conference Equipment	6.1.025	\$ 3,800.00	\$ 3,055.00	\$ 745.00
61026 Village Display Board Sign	6.1.026	\$ 49,000.00	\$ 49,771.16	\$ (771.16)
61027 Meeting Recording Equipment	6.1.027	\$ 2,545.00	\$ 2,545.00	\$ -
61028 Vlg Hall - Carpet for Board Room	6.1.028	\$ 8,700.00	\$ 8,621.00	\$ 79.00
61029 Village - Speed & Message Board w/	6.1.029	\$ 19,000.00	\$ 18,849.13	\$ 150.87
61030 Public Works & Park Dept. -	6.1.030	\$ 2,500.00	\$ 2,430.00	\$ 70.00
61031 Public Works - Asphalt Patcher /	6.1.031	\$ 87,600.00	\$ -	
61032 Public Works - Brine Tank	6.1.032	\$ 11,005.00	\$ 11,003.33	\$ 1.67
61033 Public Works - Truck	6.1.033	\$ 58,800.00	\$ 59,852.50	\$ (1,052.50)
61034 Public Works - Trench Box / Excavation	6.1.034	\$ 9,000.00	\$ -	
61035 Public Works - Tractor w/ Mower	6.1.035	\$ 23,700.00	\$ 23,693.35	\$ 6.65
61036 Public Works - Field & Brush Mower	6.1.036	\$ 4,800.00	\$ 4,599.99	\$ 200.01
61037 Fire Dept. - Pulse Oximeters (2)	6.1.037	\$ 10,000.00	\$ 9,839.98	\$ 160.02
61038 Fire Dept. - 4-Gas Meter for Fire Dept.	6.1.038	\$ 2,260.00	\$ 2,290.61	\$ (30.61)
61039 Fire Dept. - Firefighter Boots	6.1.039	\$ 13,300.00	\$ 12,499.00	\$ 801.00
61040 Fire Dept. - Positive Pressure Fans (2)	6.1.040	\$ 11,400.00	\$ 11,385.00	\$ 15.00
61041 Vlg Hall - Surveillance System	6.1.041	\$ 5,822.00	\$ 6,354.20	\$ (532.20)
*61042 Vlg Hall - Design Service for Generator	6.1.042	\$ 28,000.00	\$ -	
			\$ -	\$ -
			\$ -	\$ -
Totals		\$ 1,445,300.38	\$ 981,215.45	\$ 204,171.93

ARPA Received \$ 1,293,494.00

Allocated Balance \$ (151,806.38)

Estimate of Costs over/(under) Allocated: \$ 204,171.93

Potential Available Balance: \$ 52,365.55

*Cost is \$28,000; Resv Funds to cover balance after ARPA funds are exhausted.



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Brandon Barlow, Utilities Office Manager

Meeting Date:
September 24, 2024

Title:
Harrison Utilities

Issue:
Monthly Report to Board

Background and Additional Information:

The items outlined below represent the noteworthy activities of the Utilities since the prior report. Staff conducts the regular business of the Utilities, the details of which can be reviewed upon request by the Board.

1. **Variable Frequency Drives Installed:** As part of the 2024 Capital Improvement Plan, funds were allocated to purchase and install Variable Frequency Drives (VFDs) on the pumps at four of the sanitary sewer lift stations. Those VFDs have been installed by Crane Engineering and are now operational. The VFDs will reduce wear on the pumps by allowing for a ramping up of the pumping and flow rather than a hard start.
2. **Replacement Pumps Installed at Lift Station #2:** Another item on the 2024 Capital Improvement Plan was for replacement of both pumps at Lift Station #2. This work was likewise completed by Crane Engineering and the pumps are now operational.
3. **Acceptance of Harrison Heights 2:** On 9/5/24 the water and sanitary sewer infrastructure for the Harrison Heights 2 development, consisting of 46 residential lots in the Village of Harrison, was accepted by Harrison Utilities (attached).
4. **Engineering Report:** Report (attached) as submitted by Mary Jo Miller, P.E., Martenson & Eisele, Inc.
5. **Neenah-Menasha Sewerage Commission (NMSC):** A regular meeting of the NMSC is to be held on Tuesday, September 24th. The 2025 NMSC is expected to be adopted and on-going discussions regarding contract negotiations with the Commission's contracting industrial user, Sonoco, are planned. Agendas and minutes for the meetings of the Neenah-Menasha Sewerage Commission are available at www.nmscwwtp.com
6. **Permits Issued in August:**

a. Sanitary Sewer Connection:

Area	Single Family & Duplex	Multi-Family	Commercial
Lakeshore (Harrison)	1	0	0
Lift Station #4 – Harrison	0	0	0
Lift Station #4 – Menasha	1	0	0
Lift Station #6 (Harrison)	2	0	0

a. Sanitary Sewer & Watermain: 8/13/24 - Breezy Meadows, consisting of 34 residential lots in the Village of Harrison (attached).

Budget Impacts:

None

Recommended Action:

None

Attachments:

- 2024.09.05 - Harrison Utilities Acceptance - Harrison Heights 2.pdf
- 2024-09-17 Engineer Status Report w Attachment.pdf
- 2024.08.13 - Harrison Utilities S&W Main Permit Approval - Breezy Meadows.pdf



Harrison Utilities
N8722 Lake Park Rd
Menasha, WI 54952
(920) 989-1062 Option 1

September 5, 2024

DeWitt Development, LLC
3405 Commerce Ct, Suite C
Appleton, WI 54911

Re: Harrison Utilities' Acceptance of the Harrison Heights 2 Subdivision

Mr. DeWitt,

This letter is to inform you that Harrison Utilities has received all pertinent information related to the Harrison Heights 2 subdivision. Harrison Utilities will be able to issue sanitary sewer connection permits upon request.

Best Regards,

Brandon Barlow
Utilities Office Manager

CC:

Scott DeWitt, DeWitt Development, LLC (flashdewitt@gmail.com)
John Davel, Davel Engineering (John@davel.pro)
Chad Pelishek, Village of Harrison (cpelishek@harrison-wi.org)
Josh Sherman, Village of Harrison (JSherman@harrison-wi.org)
Jeffrey Schultz, Martenson & Eisele (jeffs@martenson-eisele.com)
Mary Jo Miller, Martenson & Eisele (maryjom@martenson-eisele.com)
Tom Van Zeeland, Harrison Utilities (tvanzeeland@harrisonutilities.org)

September 17, 2024

Harrison Utilities
Village of Harrison

Re: Engineer's Status Report

Attached is a spreadsheet summarizing current and potential development projects and the status of Martenson & Eisele, Inc. (M&E) plan review, construction of utilities, record drawings, and system map updates. The following projects are included on this spreadsheet:

Current Projects:

- Woodland Lakes Cottages
- Harrison Heights
- Breezy Meadows
- Cedar View

Potential Future Projects:

- Harrison Heights Phase 3

M&E is also assisting the Village of Harrison with the following projects:

1. GIS Mapping for Harrison Utilities: Harrison Utilities staff is collecting field data south of Highways 10/114 to verify the horizontal location of sanitary sewer and watermain components. Martenson & Eisele continues to work with Harrison Utilities staff on reviewing field data and existing mapping to verify accuracy for the new GIS maps.
2. Improvements to Lift Station No. 3 Forcemain: The project includes excavating to remove approximately 1,950 linear feet of the existing 4-inch ductile iron pipe within CN railroad right-of-way and installing a new 6-inch ductile iron pipe. Approximately 850 linear feet of new 6-inch forcemain is proposed to be directional bored under a navigable waterway. The bidding schedule is as follows:
Publish Legal Notice: September 11 and September 18, 2024
Pre-Bid Meeting: September 25, 2024, 10 a.m. at Harrison Utilities Office
Bid Opening: October 9, 2024, 10 a.m. at Harrison Utilities Office
Coordination with CN Railroad and permitting will continue after bids are received and evaluated. Information provided by the selected Contractor will assist in the railroad permitting process. The current project completion date, including surface restoration is August 1, 2025.

If you have questions on the above, please call me at (920) 731-0381 or on my cell phone at (920) 203-0865. We appreciate the opportunity to work with you. Thank you.

Sincerely,
Martenson & Eisele, Inc.

Mary Jo Miller

Mary Jo Miller, P.E., Project Engineer

Harrison Utilities Projects
 Engineer's Status Report
 Village of Harrison
 Orig - November 30, 2022
 September 17, 2024

HU = Harrison Utilities
 DTHU - Delivered to Harrison Utilities



MJM = Mary Jo Miller, HU Engineer CRC = Chris Cleary, CAD Tech
 JWS = Jeff Schultz, Engineer JG = Jim Grogan, Inspector
 GZ = Gary Zahringer, Survey Dept.



CP = Chad Pelishek, Assistant Village Administrator
 BB = Brandon Barlow, Utility Office Manager
 TVZ = Tom Van Zeeland, HU Systems Operator
 GL = Grant Laue, DD= David Dornfeld, HU Systems Operators

Current Projects Project Name	Phase	Developer Name	Location	Municipality	Development Type	M&E		S & W Construct. Status	Record Drawings Status	Accept Binder to HU	C A D	Systems Map Update Status	Additional Comments	
						Project Number	Designer							
Woodland Lakes Cottages	2	Atkins Dev. Group, LLC	S/O Phase 1, Closer to Hwy. 10/114	Menasha	Resid. Subdiv.	1-0038-054	McMahon	Complete	Complete	Complete	N	Y	Complete	Checklist of required acceptance binder items supplied to McMahon on 1/23/23 Utilities have been installed. Test results pending. Walk-through expected in Summer of 2024.
Harrison Heights	2	DeWitt Dev. LLC	E/O Creekside Estates Across Hwy 10 from Zirbel Dr.	Harrison	Resid. Subdiv.	1-0038-064	Davel Eng.	Complete	Complete	Complete	Y	Y	Complete	Acceptance Binder provided by M&E to HU on 9/4/2024. HU noted in letter to DeWitt Development on 9/5/2024 that sanitary sewer connection permits will be issued upon request.
Breezy Meadows		Vans	Midway Rd and Lake Park Rd. Parcel 46188 and 43840	Harrison	Resid. Subdiv.	1-0038-069	Davel Eng.	Complete	Pending	Pending	N	N	Future	M&E completed plan review and provided recommendation of approval on August 13, 2024. Preconstruction meeting is expected to be scheduled soon.
Cedar View		Kent Gross	W. of Lilac Road, S. of Manitowoc Parcel 33418 and 33408	Harrison	Resid. Subdiv.	1-0038-070	Larson Eng.	Complete	Pending	Pending	N	N	Future	M&E completed plan review and provided recommendation of approval on August 16, 2024. Developer's Agreement completed 9/6/2024
Future Projects Development Name	Phase	Developer Name	Location	Municipality	Development Type	M&E Project Number	M&E Designer	M&E Plan Review Status	S & W Construct. Status	Record Drawings Status	Accept Binder to HU	C A D	Systems Map Update Status	Additional Comments
Harrison Heights	3	DeWitt Dev. LLC	E/O Creekside Estates Across Hwy 10 from Zirbel Dr.	Harrison	Resid. Subdiv.									



Harrison Utilities
N8722 Lake Park Rd
Menasha, WI 54952
(920) 989-1062 Option 1

August 13, 2024

Davel Engineering
1164 Providence Terrace
Menasha, WI 54952

Re: Sanitary Sewer & Watermain Permit for Breezy Meadows

Mr. Davel,

This letter is to inform you that Harrison Utilities has approved the Sanitary Sewer & Watermain plans for the Breezy subdivision development reviewed by Martenson & Eisele Inc. Attached you will find the Sanitary Sewer & Watermain Permit from Harrison Utilities on the project. If you have any questions, please feel free to contact Harrison Utilities at 920-989-1062x1, or email me at bbarlow@harrisonutilites.org

Best Regards,

Brandon Barlow
Utilities Office Manager

CC:

Jason Haen, Van's Realty & Construction (jason@vansconstruction.com)
John Davel, Davel Engineering (John@davel.pro)
Chad Pelishek, Village of Harrison (cpelishek@harrison-wi.org)
Josh Sherman, Village of Harrison (JSherman@harrison-wi.org)
Jeffrey Schultz, Martenson & Eisele (jeffs@martenson-eisele.com)
Mary Jo Miller, Martenson & Eisele (maryjom@martenson-eisele.com)
Tom Van Zeeland, Harrison Utilities (tvanzeeland@harrisonutilities.org)

August 13, 2024

Chad Pelishek, Assistant Village Manager
Village of Harrison
W5298 STH 114
Menasha, WI 54952

RE: Breezy Meadows Subdivision, Village of Harrison

Dear Chad:

Breezy Meadows Subdivision includes sanitary sewer and water utilities to serve 34 proposed lots in the Village of Harrison. We have reviewed the attached revised plans submitted by Davel Engineering per the Village of Harrison Utility requirements. The revised plans now meet the Village of Harrison requirements and therefore, we recommend approval.

If you have questions or need any additional information, please email or call me at maryjom@martenson-eisele.com or (920) 731-0381. Thank you.

Sincerely,

Martenson & Eisele, Inc.

Mary Jo Miller

Mary Jo Miller, P.E.
Review Engineer, Harrison Utilities

C: John Davel, Davel Engineering
Tom VanZeeland, Harrison Utilities
Brandon Barlow, Harrison Utilities
Josh Sherman, Village of Harrison Planning Dept.
Jeff Schultz, Martenson & Eisele, Inc.



**SANITARY SEWER &
WATERMAIN
PERMIT APPLICATION**

Applicant Information			
Applicant Name (Indiv. Org. or Entity) Van's Realty & Construction		Authorized Representative Jason Haen	
Mailing Address 2525 South Oneida St		City Appleton	State WI
E-mail Address jason@vansconstruction.com		Telephone (include area code) (920) 378-0810	Postal Code 54915
Fax (include area code) (920) 734-7108			
Landowner Information (if different than Applicant)			
Name (Organization or Entity)		Contact Person	
Mailing Address		City	
E-mail Address		Telephone (include area code)	
Fax (include area code)			
Other Contact Information (check one) <input checked="" type="checkbox"/> Engineer / Consultant <input type="checkbox"/> Contractor / Builder <input type="checkbox"/> Agent / Other			
Name (Organization or Entity) Davel Engineering & Environmental, Inc.		Contact Person John Davel	
Mailing Address 1164 Province Terrace		City Menasha	Telephone (include area code) (920) 560-6563
State WI		Postal Code 54952	
Project or Site Location			
Site Name (Project) Breezy Meadows		Parcel Numbers 46188, 43838, & 43840	
Address / Location Midway Rd (CTH AP) & Lake Park Rd (CTH LP)		Plat / CSM / Lot No CSM 3975 (Lots 1 & 2) and CSM 2524 (Lot 1)	
Required Submittals			
<input checked="" type="checkbox"/> Sanitary Sewer & Water Utility Plan Set		<input checked="" type="checkbox"/> Application & Fee	
Permit Type & Fees (check all that apply)			
<input checked="" type="checkbox"/> Subdivision Plat (Sub)		<input type="checkbox"/> Commercial Development Plan (CD)	
		<input type="checkbox"/> Multiple Family Development Plan (MF)	
Base Application Fee \$250 (Sub), \$100 (MF) \$100 (CD) = \$ 250			
Note: Actual cost of Engineer's review of the plan will be billed after final approval.			
Base Inspection Fee \$50 = \$ 50			
Note: Actual cost of Inspector will be billed after construction activity.			
Total Fee due at application submittal = \$ 300			
Certification & Permission			
<p>Certification: I hereby certify that I am the landowner or landowner's agent, of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I understand that failure to comply with any or all of the provisions of the ordinances and/or permit may result in notices, fines / forfeitures, stop work orders, permit revocation, and cease & desist orders.</p> <p>Permission: As landowner or landowner's agent I hereby give the permit authority permission to enter and inspect the property to evaluate this permit application, to determine compliance with the ordinances, and to perform corrective actions after issuing proper notice to the landowner.</p>			
Applicant Signature 		Date Signed 4-26-24	
Landowner Signature 		Date Signed 4-26-24	
LEAVE BLANK – FOR MUNICIPAL USE ONLY			
Date Application Received: 5/6/24		Fee Received \$ 300	
Permit No: 2024-01		Date Issued: 8/13/24	
		Receipt No:	
		Issued By: BPB	



VILLAGE BOARD MEETING

VILLAGE OF HARRISON**From:**

Vicki Tessen, Treasurer

Meeting Date:

September 24, 2024

Title:

Bills and Claims - August 2024

Issue:

Background and Additional Information:

Budget Impacts:

Recommended Action:

Approve the August bills and claims for the Village and Utilities accounts as presented and circulated.

Attachments:

- [Bills & Claims - August 2024.pdf](#)

Bills & Claims - Village

9/19/2024 10:16 AM

Reprint Check Register - Full Report - ALL

Page: 1
ACCT

NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
<hr/>			
EFT	8/01/2024	DELTA DENTAL	
		CLERK MANAGER OFFICE ASST AUG	Manual Check
100-02-51400-200-000		Gen. Admin - Benefits	554.21
		CLERK MANAGER OFFICE ASST AUG	2178086
100-09-53311-200-000		Hwy Dept - Benefits	842.89
		HWY DEPT AUG	2178086
100-01-51101-200-000		Planning - Benefits	0.00
		PLANNER AUG	2178086
100-06-52200-200-000		Fire Dept - Benefits	120.57
		FIRE AUG	2178086
100-00-14500-000-000		Due from Special Purpose Dist.	400.42
		UTILITIES AUG 2024 DELTA DENTAL	823317
			Total 1,918.09
<hr/>			
EFT	8/05/2024	FSA DEPENDENT CARE ACCOUNT	
		G LAUE 2024 FSA DEP CARE REIMBURSEMENT	Manual Check
100-00-21045-000-000		Health Insurance Payable	2,000.00
		G LAUE 2024 FSA DEP CARE REIMBURSEMENT	
			Total 2,000.00
<hr/>			
EFT	8/05/2024	VOXTELESYS, LLC	
		TRUNK UNLMTD SRVR HOST LOCALE911	Manual Check
100-02-51400-400-006		Gen. Admin - Service Contracts	245.33
		TRUNK UNLMTD SRVR HOST LOCALE911	381181
			Total 245.33
<hr/>			
EFT	8/01/2024	MERCHANT CHOICE CARD SERVICES	
		7/1 -7/31 CREDIT CARD PROCESSING FEES	Manual Check
100-02-51400-400-006		Gen. Admin - Service Contracts	113.29
		7/1 -7/31 CREDIT CARD PROCESSING FEES	
			Total 113.29
<hr/>			
EFT	8/07/2024	CHARTER COMMUNICATIONS- 78401	
		SERVICE PERIOD 7/24-8/23	Manual Check
100-02-51400-400-006		Gen. Admin - Service Contracts	119.99
		SERVICE PERIOD 7/24-8/23	153078401072224
			Total 119.99
<hr/>			
EFT	8/07/2024	CHARTER COMMUNICATIONS- 97501	
		SERVICE PERIOD 7/24-8/23	Manual Check

Bills & Claims - Village

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ACCT

NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
100-02-51400-400-006		Gen. Admin - Service Contracts	131.98
		SERVICE PERIOD 7/24-8/23 152897501072224	
Total			131.98
<hr/>			
	8/07/2024	CHARTER COMMUNICATIONS- 78701	
		ACC 153078701 SERVICE 7/24-8/23	
Manual Check			
100-02-51400-400-006		Gen. Admin - Service Contracts	359.93
		ACC 153078701 SERVICE 7/24-8/23 153078701072224	
Total			359.93
<hr/>			
	8/09/2024	WI DEPT OF REVENUE-PAYROLL TAXES	
		STATE TAXES WT-6 FOR PAYROLL 7/18/24	
Manual Check			
100-00-21040-000-000		State Withholding Tax Payable	2,303.84
		STATE TAXES WT-6 FOR PAYROLL 7/18/24	
Total			2,303.84
<hr/>			
	8/12/2024	FSA DEPENDENT CARE ACCOUNT	
		B BARLOW 2024 FSA DEP CARE REIMBURSEMENT	
Manual Check			
100-00-21045-000-000		Health Insurance Payable	192.30
		B BARLOW 2024 FSA DEP CARE REIMBURSEMENT	
Total			192.30
<hr/>			
	8/12/2024	UNITED HEALTHCARE	
		SHOP AUG 2024 HEALTH INSURANCE	
Manual Check			
100-09-53311-200-000		Hwy Dept - Benefits	12,106.43
		SHOP AUG 2024 HEALTH INSURANCE 890637347445	
100-02-51400-200-000		Gen. Admin - Benefits	9,980.07
		OFFICE AUG 2024 HEALTH INSURANCE 890637347445	
100-01-51101-200-000		Planning - Benefits	0.00
		PLANNER AUG 2024 HEALTH INSURANCE 890637347445	
100-06-52200-200-000		Fire Dept - Benefits	1,999.10
		FIRE AUG 2024 HEALTH INSURANCE 890637347445	
100-00-14500-000-000		Due from Special Purpose Dist.	4,796.74
		UTILITIES AUG 2024 HEALTH INSURANCE 890637347445	
Total			28,882.34
<hr/>			
	8/14/2024	CHARTER COMMUNICATIONS- 82914	
		INTERNET SERVICE PERIOD 7/25-8/24	
Manual Check			
100-00-55200-000-000		Parks - Maint. and Utilities	84.98
		INTERNET SERVICE PERIOD 7/25-8/24 82914072524	

Bills & Claims - Village

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ACCT

NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			84.98
<hr/>			
EFT	8/16/2024	VERIZON WIRELESS	
		IPAD FOR STATION 60	Manual Check
100-06-52200-500-022		Fire Station 60 - Telephone	10.16
		IPAD FOR STATION 60 9970052236	
100-07-52200-500-022		Fire Station 70 - Telephone	10.16
		IPAD FOR STATION 70 9970052236	
100-02-51400-400-006		Gen. Admin - Service Contracts	57.65
		PLAN ACCOUNT CHARGES 7/27-8/26,OVERLIMIT 9970052236	
Total			77.97
<hr/>			
EFT	8/22/2024	RELIANCE STANDARD LIFE INSURANCE COMPANY	
		SEP 2024 LIFE & DISABILITY HWY DEPT	Manual Check
100-09-53311-200-000		Hwy Dept - Benefits	346.74
		SEP 2024 LIFE & DISABILITY HWY DEPT	
100-02-51400-200-000		Gen. Admin - Benefits	286.08
		SEP 2024 LIFE & DISABILITY OFFICE	
100-01-51101-200-000		Planning - Benefits	42.90
		SEP 2024 LIFE & DISABILITY PLANNER	
100-06-52200-200-000		Fire Dept - Benefits	62.36
		SEP 2024 LIFE & DISABILITY FIRE	
Total			738.08
<hr/>			
EFT	8/26/2024	FSA DEPENDENT CARE ACCOUNT	
		B BARLOW 2024 FSA DEP CARE REIMBURSEMENT	Manual Check
100-00-21045-000-000		Health Insurance Payable	192.30
		B BARLOW 2024 FSA DEP CARE REIMBURSEMENT	
Total			192.30
<hr/>			
EFT	8/29/2024	WE ENERGIES	
		ACCT 0716666446-00001 FIRE DEPT #2 ELEC	Manual Check
100-07-52200-500-020		Fire Station 70 - Electric	228.61
		ACCT 0716666446-00001 FIRE DEPT #2 ELEC	
100-00-53420-004-000		Street Lighting - HAA	828.44
		ACCT 0716666446-00003 General Lights	
100-00-53420-001-000		Street Lighting - North Shore	15.38
		ACCT 0716666446-3 NorthShore Golf Course	
100-00-53420-006-000		Street Lighting - NS Woods	93.83
		ACCT 0716666446-3 NorthShore Woods Sub.	

Bills & Claims - Village

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NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
100-00-53420-000-000		Street Lighting - General ACCT 0716666446-00003 Harrisville Court	72.02
100-00-51600-500-021		Municipal Bldg - Heat ACCT 0716666446-00004 HALL/SHOP GAS HEAT	34.96
100-00-55200-000-000		Parks - Maint. and Utilities ACCT 0716666446-6 COMMUNITY PARK LIGHTS	289.26
100-09-53311-500-020		Hwy Dept - Electric ACCT 0716666446-00007 ELECTRIC SHOP 60%	743.99
100-00-51600-500-020		Municipal Bldg - Electric ACCT 0716666446-00007 TOWN HALL ELEC 40%	495.99
100-06-52200-500-021		Fire Station 60 - Heat ACCT 0716666446-00008 FIRE DEPT #1 HEAT	10.23
100-00-53420-000-000		Street Lighting - General ACCT 0716666446-9 LED STREET LIGHTING	326.89
100-00-55200-000-000		Parks - Maint. and Utilities ACCT 0716666446-00010 Shelter-Noe Road	81.70
100-07-52200-500-021		Fire Station 70 - Heat ACCT 0716666446-00011 FIRE DEPT #2 GAS	30.15
100-00-55200-000-000		Parks - Maint. and Utilities ACCT0716666446-12 COMMPARK SPECIALEVENTS	17.54
100-06-52200-500-020		Fire Station 60 - Electric ACCT 0716666446-00013 FIRE DEPT #1 ELEC	188.05
100-00-53635-100-000		Compost Site ACCT 0716666446-00016 YARD WASTE	22.00
100-00-53420-000-000		Street Lighting - General SERVICE CREDIT	0.00
Total			3,479.04

EFT 8/01/2024 WI DEFERRED COMP
UTILITIES DEF COMP PAYROLL 8/1/24

Manual Check

100-00-21525-000-000		Wisc Deferred Comp Payable UTILITIES DEF COMP PAYROLL 8/1/24	430.00
100-00-21525-000-000		Wisc Deferred Comp Payable VILLAGE DEF COMP PAYROLL 8/1/24	825.00
Total			1,255.00

EFT 8/05/2024 INTERNAL REVENUE SERVICE-PAYROLL TAXES
EMPLOYEE SOCIAL SECURITY 8/1/24

Manual Check

Bills & Claims - Village

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NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
100-00-21020-000-000		Social Security Taxes Payable EMPLOYEE SOCIAL SECURITY 8/1/24	6,076.25
100-00-21020-000-000		Social Security Taxes Payable EMPLOYEE MEDICARE 8/1/24	1,421.11
100-00-21020-000-000		Social Security Taxes Payable EMPLOYER LIABILITY SOCIAL SEC 8/1/24	6,076.25
100-00-21020-000-000		Social Security Taxes Payable EMPLOYER LIABILITY MEDICARE 8/1/24	1,421.11
100-00-21030-000-000		U.S. Withholding Taxes Payable FED INCOME TAXES 8/1/24	4,522.22
Total			19,516.94

EFT 8/27/2024 WI DEPT OF REVENUE-PAYROLL TAXES
STATE TAXES WT-6 FOR PAYROLL 8/1/24

Manual Check

100-00-21040-000-000		State Withholding Tax Payable STATE TAXES WT-6 FOR PAYROLL 8/1/24	2,441.52
100-00-21040-000-000		State Withholding Tax Payable STATE TAXES WT-6 FOR PAYROLL 8/15/24	2,384.01
Total			4,825.53

EFT 8/15/2024 WI DEFERRED COMP
UTILITIES DEF COMP PAYROLL 8/15/24

Manual Check

100-00-21525-000-000		Wisc Deferred Comp Payable UTILITIES DEF COMP PAYROLL 8/15/24	430.00
100-00-21525-000-000		Wisc Deferred Comp Payable VILLAGE DEF COMP PAYROLL 8/15/24	825.00
Total			1,255.00

EFT 8/19/2024 INTERNAL REVENUE SERVICE-PAYROLL TAXES
EMPLOYEE SOCIAL SECURITY 8/15/24

Manual Check

100-00-21020-000-000		Social Security Taxes Payable EMPLOYEE SOCIAL SECURITY 8/15/24	3,925.82
100-00-21020-000-000		Social Security Taxes Payable EMPLOYEE MEDICARE 8/15/24	918.13
100-00-21020-000-000		Social Security Taxes Payable EMPLOYER LIABILITY SOCIAL SEC 8/15/24	3,925.82
100-00-21020-000-000		Social Security Taxes Payable EMPLOYER LIABILITY MEDICARE 8/15/24	918.13

Bills & Claims - Village

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NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
100-00-21030-000-000		U.S. Withholding Taxes Payable FED INCOME TAXES 8/15/24	4,489.05
Total			14,176.95
<hr/>			
	EFT 8/30/2024	WI DEFERRED COMP UTILITIES DEF COMP PAYROLL 8/29/24	
		Manual Check	
100-00-21525-000-000		Wisc Deferred Comp Payable UTILITIES DEF COMP PAYROLL 8/29/24	430.00
100-00-21525-000-000		Wisc Deferred Comp Payable VILLAGE DEF COMP PAYROLL 8/29/24	825.00
Total			1,255.00
<hr/>			
	EFT 8/30/2024	WISCONSIN EMPLOYEE TRUST FUND (ETF) VOH RETIREMENT JUL	
		Manual Check	
100-00-21520-000-000		Wisconsin Retirement Payable VOH RETIREMENT JUL 308600	11,354.96
100-00-21520-000-000		Wisconsin Retirement Payable UTILITIES RETIREMENT JUL 308600	3,897.28
Total			15,252.24
<hr/>			
15502	8/07/2024	ALLYSON BRUNETTE CONSULTING LLC 1101	
100-00-51100-115-000		Village Board-Training/Mileage CIVIC HEALTH CHECK PROJECT RETAINER 20% 1101	738.00
Total			738.00
<hr/>			
15503	8/07/2024	AUTOMOTIVE SUPPLY- APPLETON 60997492	
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance FROM 8/5/24 REAR BRAKE PADS TRUCK #24 60997492	61.30
Total			61.30
<hr/>			
15504	8/07/2024	BROOKS TRACTOR INC - SUN PRAIRIE D24770	
100-09-53311-700-000		Hwy Dept - Equip Maintenance FROM 8/5/24 O-RINGS D24770	39.46
Total			39.46
<hr/>			
15505	8/07/2024	CHRIST THE ROCK COMMUNITY CHURCH ROOM RENTAL FOR ELECTIONS	

Bills & Claims - Village

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NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
100-00-51440-400-000		Elections - Supplies	25.00
		ROOM RENTAL FOR ELECTIONS	
Total			25.00
15506	8/07/2024	DARBOY SANITARY DISTRICT 0003-24, 0004-24	
402-00-57100-000-000		Property Acquisition - TID #2	26,199.83
		INV 0003-24 WATER/SEWER ASSESS #40384	
402-00-57100-000-000		Property Acquisition - TID #2	21,141.10
		INV 0004-24 WATER/SEWER ASSESS #40390	
Total			47,340.93
15507	8/07/2024	FERGUSON WATERWORKS #1476 421030, 422299	
100-09-53311-901-000		Hwy Dept - Ditching/Grading	1,924.00
		FROM 7/24/24 BASIN, GRATE, ADPT 421030	
100-09-53311-901-000		Hwy Dept - Ditching/Grading	1,607.50
		FROM 7/24/24 PVC PIPE 422299	
Total			3,531.50
15508	8/07/2024	FIRST AMERICAN TITLE INS CO-EVANS TITLE DIV FILE 3182277 FRIENDSHIP DR & COUNTY KK	
402-00-57100-000-000		Property Acquisition - TID #2	850,380.36
		FILE 3182277 FRIENDSHIP DR & COUNTY KK	
Total			850,380.36
15509	8/07/2024	GORDON FLESCH CO. INC IN14787873	
100-02-51400-400-006		Gen. Admin - Service Contracts	407.38
		BILL PERIOD 6/27-7/29/24 IMAGES IN14787873	
Total			407.38
15510	8/07/2024	HARRISON UTILITIES ACCOUNT 000-2781-00	
100-07-52200-500-023		Fire Station 70 - Water/Sewer	74.70
		ACCOUNT 000-2781-00	
Total			74.70
15511	8/07/2024	JEFFERSON FIRE & SAFETY IN316966	

Bills & Claims - Village

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NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
240-00-51400-000-000		ARPA Expenses	11,385.00
		ELECTRIC FANS (2)-FIRE 6.1.040	
		IN316966	
		Total	11,385.00
15512	8/07/2024	JFTCO INC JOHN FABICK TRACTOR CO PIGB0261296	
100-09-53311-700-000		Hwy Dept - Equip Maintenance	25.20
		FROM 7/18/24 HOSE	
		PIGB0261296	
		Total	25.20
15513	8/07/2024	JOE'S POWER CENTER INC 171154, 172603	
100-09-53311-700-000		Hwy Dept - Equip Maintenance	147.61
		FROM 7/29/24 TRIMMER OIL AND SERVICE	
		171154	
100-09-53311-700-000		Hwy Dept - Equip Maintenance	964.97
		FROM 8/6/24 TRIMMER LINE, SWEEP ATTACH	
		172603	
		Total	1,112.58
15514	8/07/2024	KAATS WATER CONDITIONING INC 56667TN, 56952TN, 57294TN	
100-09-53311-400-000		Hwy Dept - Supplies	30.27
		CHARGES FROM 7/2/24	
		56667TN	
100-09-53311-400-000		Hwy Dept - Supplies	30.27
		CHARGES FROM 7/16/24	
		56952TN	
100-09-53311-400-000		Hwy Dept - Supplies	34.00
		CHARGES FROM 7/30/24	
		57294TN	
		Total	94.54
15515	8/07/2024	LINCOLN CONTRACTORS SUPPLY, INC R35970	
100-09-53311-901-000		Hwy Dept - Ditching/Grading	222.36
		FROM 8/1/24 RIDER TRENCHER RENTAL	
		R35970	
		Total	222.36
15516	8/07/2024	MCC, INC 46327	
100-09-53311-900-000		Hwy Dept - Road Maintenance	3,182.20
		FROM 8/6/24 ASPHALT PATCH FARO SPRINGS	
		46327	
		Total	3,182.20

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Check Nbr	Check Date	Payee	Amount
15517 935812	8/07/2024	MCMAHON	
230-00-53441-200-000		Stormwater Plan / Munic Fees	2,250.00
		HARRISON GIS AGOL ADVANCE GIS 935812	
Total			2,250.00
15518 228626	8/07/2024	MGD INDUSTRIAL CORPORATION	
100-09-53311-400-000		Hwy Dept - Supplies	298.07
		FROM 8/5/24 SUPPLIES 228626	
Total			298.07
15519	8/07/2024	MIKE NETT	
		STEEL TOE BOOT REIMBURSE-REMAINING BAL	
100-09-53311-400-000		Hwy Dept - Supplies	60.07
		STEEL TOE BOOT REIMBURSE-REMAINING BAL	
Total			60.07
15520 47693	8/07/2024	NORDON INC	
100-02-51400-400-000		Gen. Admin - Supplies	2,936.00
		ADMIN OFFICE CHAIRS 47693	
Total			2,936.00
15521 320154473	8/07/2024	POMP'S TIRE SERVICE INC.	
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance	1,187.60
		FROM 7/29/24 STEERS TK# 25 TIRES 320154473	
Total			1,187.60
15522 8190	8/07/2024	POTTER BUILDING SUPPLY	
100-09-53315-902-000		Hwy Dept - Signs	180.00
		FROM 5/15/24 4 X 4 - 12' #2 SYP TRT 8190	
Total			180.00
15523 65201	8/07/2024	PRINTING EXPRESS	
100-06-52200-400-000		Fire Dept - Supplies/Services	477.00
		FROM 7/31/24 EMS PATIENT REPORT FORMS 65201	

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Check Nbr	Check Date	Payee	Amount
Total			477.00
15524	8/07/2024	ROGER BOWERS CONSTRUCTION CO INC 7/31/24 FOR 7/17/24	
201-00-57220-000-000		Capital Outlay - Park Impact FROM 7/31/24 CAP LATERAL W6016 CAMEO CT	1,500.00
Total			1,500.00
15525	8/07/2024	S & A SEPTIC SERVICES 1472	
100-09-53311-505-000		Hwy Dept - Building Maint PUMP HOLDING TANKS 7/3/24 1472	260.00
100-09-53311-505-000		Hwy Dept - Building Maint PUMP HOLDING TANK 7/10/24 1472	130.00
100-09-53311-505-000		Hwy Dept - Building Maint PUMP HOLDING TANKS 7/17/24 1472	260.00
100-09-53311-505-000		Hwy Dept - Building Maint PUMP HOLDING TANK 7/24/24 1472	130.00
100-09-53311-505-000		Hwy Dept - Building Maint PUMP HOLDING TANKS 7/30/24 1472	260.00
Total			1,040.00
15526	8/07/2024	SERVICEMASTER BUILDING MAINTENANCE 45494	
100-02-51400-400-006		Gen. Admin - Service Contracts FROM 8/1/24 JANITORIAL AUGUST 45494	1,083.00
Total			1,083.00
15527	8/07/2024	SERWE IMPLEMENT MUNICIPAL SALES LLC 11316	
100-09-53311-700-000		Hwy Dept - Equip Maintenance FROM 7/29/24 HYDRO INLINE SPRAY, MACHETE 11316	1,466.15
Total			1,466.15
15528	8/07/2024	SHERWOOD WATER & SEWER 000-3050-00, 000-3055-00	
100-06-52200-500-023		Fire Station 60 - Water/Sewer ACCOUNT NUMBER 000-3055-00 STATION 60	197.91
100-06-52200-500-023		Fire Station 60 - Water/Sewer ACCOUNT NUMBER 000-3050-00 TOWN	71.78

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Check Nbr	Check Date	Payee	Amount
Total			269.69
15529 982400447	8/07/2024	T-MOBILE	
100-07-52200-500-022		Fire Station 70 - Telephone	29.45
		FROM 6/21/24-7/20/24 FIRE	
Total			29.45
15530 982397755	8/07/2024	T-MOBILE	
100-09-53311-500-022		Hwy Dept - Telephone	268.93
		FROM 6/21/24-7/20/24 HWY DEPT	
100-00-51600-500-022		Municipal Bldg - Telephone	179.28
		FROM 6/21/24-7/20/24 OFFICE	
Total			448.21
15531 197636176, 197636187	8/07/2024	TRUGREEN LIMITED PARTNERSHIP	
100-00-55200-000-000		Parks - Maint. and Utilities	1,162.98
		FRM 7/31 DARBOY COMMUNITY PARK 197636176	
100-00-55200-000-000		Parks - Maint. and Utilities	1,162.98
		FRM 7/31 CLOVER RIDGE PARK 197636187	
Total			2,325.96
15532 17534666	8/07/2024	W.S. DARLEY & CO	
240-00-51400-000-000		ARPA Expenses	431.00
		FROM 7/23/24 1 SET BOOTS-FIRE 6.1.039 17534666	
Total			431.00
15533 ACCT G2028	8/07/2024	WI DEPT OF JUSTICE	
100-02-51400-400-000		Gen. Admin - Supplies	154.00
		ACCT G2028 7/1 - 7/31 22 BARTENDER	
Total			154.00
15534 4884	8/14/2024	ACCURATE APPRAISAL, LLC	
100-05-51500-000-000		Assessor - Contract	8,180.00
		FROM 8/7/24 BOARD OF REVIEW, RETAINER 4884	

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Check Nbr	Check Date	Payee	Amount
Total			8,180.00
15535	8/14/2024	BIRSCHBACH INSPECTION SERVICE INC BUILDING INSPECTIONS FOR JULY 2024	
100-00-52400-000-000		Building Inspector - Contract BUILDING INSPECTIONS FOR JULY 2024	16,505.00
Total			16,505.00
15536	8/14/2024	CARSTENS ACE HARDWARE 266826	
100-09-53311-400-000		Hwy Dept - Supplies FROM 8/7/24 PRIMER, CEMENT, CAP PVC 266826	31.02
Total			31.02
15537	8/14/2024	CIVICPLUS LLC 313908	
100-02-51400-400-006		Gen. Admin - Service Contracts SOCIALMEDIA ARCH SUBSCRIP8/5/24-12/31/25 313908	2,729.72
Total			2,729.72
15538	8/14/2024	FERGUSON WATERWORKS #1476 421203	
100-09-53311-901-000		Hwy Dept - Ditching/Grading FROM 7/24/24 BASIN, GRATE, ADPT 421203	1,296.00
Total			1,296.00
15539	8/14/2024	FRANKS RADIO SERVICE INC 125794	
100-06-52200-700-000		Fire Dept - Equip Maintenance FROM 8/7/24 KNOB KITS 125794	83.01
Total			83.01
15540	8/14/2024	GAT SUPPLY, INC 435887-1	
100-09-53311-700-000		Hwy Dept - Equip Maintenance FROM 8/13/24 DUAL SLOPE, DIRECT READ ROD 435887-1	2,784.88
Total			2,784.88
15541	8/14/2024	GRUETT'S 997P	

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Check Nbr	Check Date	Payee	Amount
100-09-53311-400-000		Hwy Dept - Supplies	29.00
	FROM 7/31/24	SHAFT & LABOR 997P	
Total			29.00
15542	8/14/2024	INTERSTATE BATTERY OF GREEN BAY 90161764	
100-09-53311-400-000		Hwy Dept - Supplies	17.88
	FROM 8/9/24	BATTERIES 90161764	
Total			17.88
15543	8/14/2024	J & E CONSTRUCTION CO INC 2024-3535	
100-09-53311-900-000		Hwy Dept - Road Maintenance	466.37
	FROM 8/9/24	TRACK PAD FRIENDSHIP DR 2024-3535	
Total			466.37
15544	8/14/2024	JFTCO INC JOHN FABICK TRACTOR CO PIGB0263759	
100-09-53311-700-000		Hwy Dept - Equip Maintenance	190.63
	FROM 8/5/24	EXTENSION ASSEMBLY PIGB0263759	
Total			190.63
15545	8/14/2024	LISOWE OIL DIV OF ADVANCED FUEL SERV 77438	
100-09-53311-600-030		Hwy Dept - Fuel	3,417.77
	FROM 8/6/24	77438	
Total			3,417.77
15546	8/14/2024	NICOLET NATIONAL BANK CORP 233893 ACCT 8831	
100-00-51600-500-022		Municipal Bldg - Telephone	-428.59
	FROM 7/2	AMAZON CREDIT PHONE CASES RTND	
100-00-51600-500-022		Municipal Bldg - Telephone	209.65
	FROM 6/30	AMAZON PHONE CASES	
100-09-53311-500-022		Hwy Dept - Telephone	269.55
	FROM 6/30	AMAZON PHONE CASES	
100-00-51600-500-022		Municipal Bldg - Telephone	19.98
	FROM 6/30	AMAZON PHONE CHARGERS	
100-09-53311-500-022		Hwy Dept - Telephone	31.97
	FROM 6/30	AMAZON PHONE CHARGERS	

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Check Nbr	Check Date	Payee	Amount	
100-09-53311-400-000		Hwy Dept - Supplies	16.49	
		FROM 6/30 AMAZON BILLING BOOK		
100-00-56900-000-110		Development	299.00	
		FROM 7/2 SHUTTERSTOCK ANNUAL IMAGE SUBSC		
100-02-51400-305-000		Gen. Admin - Training/Conf.	56.25	
		FROM 7/3 LEAGUE OF WI MU BUDGET TRAINING		
100-02-51400-400-000		Gen. Admin - Supplies	28.48	
		FROM 7/30 DICKS BOARD MTG FOOD		
100-00-51440-500-000		Elections - Postage	68.00	
		FROM 7/2 USPS FOREVER STAMPS ELECTION		
100-02-51400-400-000		Gen. Admin - Supplies	20.99	
		FROM 7/23 ADOBE ACROBAT PRO OFFICE COM		
100-02-51400-400-000		Gen. Admin - Supplies	145.99	
		FROM 7/26 AMAZON POSTAGE INK CARTR		
100-00-51440-400-000		Elections - Supplies	42.95	
		FROM 7/30 AMAZON ELECTION SNACKS		
100-00-51440-400-000		Elections - Supplies	25.49	
		FROM 7/31 AMAZON ELECTION SNACKS		
100-09-53311-400-000		Hwy Dept - Supplies	20.99	
		FROM 7/3/24 ADOBE ACROBAT PRO CODE ENF		
100-00-55200-000-000		Parks - Maint. and Utilities	9.00	
		FROM 7/8/24 REVEAL XTRA JULY 8 -AUG 8		
100-06-52200-400-000		Fire Dept - Supplies/Services	139.03	
		FROM 7/15 THE FIRE CENTER NAME TAGS		
100-06-52200-400-000		Fire Dept - Supplies/Services	36.72	
		FROM 7/16/24 COUNTRYSIDE PIZZA		
100-06-52200-600-000		Fire Dept - Vehicle Maint.	85.44	
		FROM 7/17/24 MCMASTER-CARR T-HANDLE		
100-08-52300-000-000		1st Responders - Operating Exp	744.98	
		FROM 7/24/24 TRAUMAPAK SLINGPAKS		
			Total	1,842.36
15547	8/14/2024	NUTRITION SERVICE COMPANY		
143674				
100-09-53311-901-000		Hwy Dept - Ditching/Grading	119.50	
		FROM 7/24/24 CALCIUM CHLORIDE		
		143674		
			Total	119.50

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Check Nbr	Check Date	Payee	Amount
15548	8/14/2024	SRF CONSULTING GROUP INC	
17329.00-6			
100-00-57190-000-000		Capital Outlay - General Gvmnt	3,333.51
		COMPREHENSIVE PLAN UPDATE	17329.00-6
		Total	3,333.51
15549	8/14/2024	TECC SECURITY SYSTEMS INC	
62976			
240-00-51400-000-000		ARPA Expenses	2,861.52
		SURVEILLANCE SYSTEM 40% BAL/CHNG 6.1.041	62976
		Total	2,861.52
15550	8/14/2024	WARNING LITES OF APPLETON INC	
1115-9089			
100-09-53315-902-000		Hwy Dept - Signs	738.18
		FROM 8/7/24 SLIMLINE CONES, LIGHTS	1115-9089
		Total	738.18
15551	8/14/2024	WI DEPT OF FINANCIAL INSTITUTIONS	
		NOTARY RENEWAL V TESSEN	
100-02-51400-310-000		Gen. Admin - Dues	20.00
		NOTARY RENEWAL V TESSEN	
		Total	20.00
15552	8/14/2024	WINNEBAGO PEST CONTROL LLC	
20600			
100-09-53311-505-000		Hwy Dept - Building Maint	223.52
		APPLICATION - TOWN HALL, FIRE STATIONS	20600
100-00-55200-000-000		Parks - Maint. and Utilities	50.00
		APPLICATION - PARK PAVILLION	20600
		Total	273.52
15553	8/14/2024	POSTMASTER	
		POSTAGE FOR NEWSLETTER FALL 2024	
100-02-51400-800-005		Gen. Admin - Newsltr & Postage	1,418.18
		POSTAGE FOR NEWSLETTER FALL 2024	
		Total	1,418.18
15554	8/21/2024	AIR ONE EQUIPMENT, INC	
209902			

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100-06-52200-400-000		Fire Dept - Supplies/Services	196.00
	FROM 8/6/24	LETTER PATCH 209902	
Total			196.00
15555	8/21/2024	CHRIST THE ROCK COMMUNITY CHURCH 000006	
100-00-51440-400-000		Elections - Supplies	80.00
	FROM 8/19/24	AUG ELECTION FOOD	
Total			80.00
15556	8/21/2024	CYPRESS HOMES INC ESCROW RETURN W5408 MIELKE RD	
100-00-21060-000-000		Building Escrows Payable	1,500.00
	ESCROW RETURN W5408	MIELKE RD	
Total			1,500.00
15557	8/21/2024	EVERS CONSTRUCTION & REALTY ESCROW RTNS N9073, 9083/9085 SOUTHTOWNE	
100-00-21060-000-000		Building Escrows Payable	1,500.00
	ESCROW RETURN N9073	SOUTHTOWNE	
100-00-21060-000-000		Building Escrows Payable	1,500.00
	ESCROW RTN N9083/9085	SOUTHTOWNE	
Total			3,000.00
15558	8/21/2024	GANNETT WISCONSIN LOCALiQ 6539564	
100-02-51400-800-000		Gen. Admin - Publications	155.38
	BILLING 7/1-7/31	FARO SPRINGS LAKE ACCES 6539564	
100-01-51101-800-000		Planning - Publications	103.92
	BILLING 7/1-7/31	PLAN COMM 6539564	
100-00-51440-600-000		Elections - Publications	47.50
	BILLING 7/1-7/31	CARE PARTNERS 6539564	
100-00-51440-600-000		Elections - Publications	85.63
	BILLING 7/1-7/31	PARTISAN PRIMARY 6539564	
100-01-51101-800-000		Planning - Publications	16.81
	BILLING 7/1-7/31	JOINT REVIEW BOARD 6539564	
100-00-51440-600-000		Elections - Publications	20.53
	BILLING 7/1-7/31	PUBLIC TEST 6539564	
Total			429.77

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15559 I00945495	8/21/2024	GFC LEASING - WI	
100-02-51400-400-006		Gen. Admin - Service Contracts	274.96
		COVERAGE PERIOD 9/05/24 - 10/04/24 I00945495	
Total			274.96
15560 2324-300	8/21/2024	KIWANIS CLUB OF DARBOY, INC.	
100-00-55200-120-000		Parks - Recreation Programs	2,000.00
		JUNE 11 ICE CREAM SOCIAL	
100-00-55200-120-000		Parks - Recreation Programs	2,000.00
		JUNE 26 TOUCH A TRUCK	
100-00-55200-120-000		Parks - Recreation Programs	2,000.00
		JULY 17 SPORTS & GAMES	
100-00-55200-120-000		Parks - Recreation Programs	2,225.00
		AUGUST 7 FLIGHT NIGHT/BALLOONISTS	
Total			8,225.00
15561 ESCROW 6518,22,28,32,38,42,58	8/21/2024	LEXINGTON HOMES INC	
100-00-21060-000-000		Building Escrows Payable	1,500.00
		ESCROW RETURN W6532 STEAMBOAT LN	
100-00-21060-000-000		Building Escrows Payable	1,500.00
		ESCROW RETURN W6538 STEAMBOAT LN	
100-00-21060-000-000		Building Escrows Payable	1,500.00
		ESCROW RETURN W6542 STEAMBOAT LN	
100-00-21060-000-000		Building Escrows Payable	1,500.00
		ESCROW RETURN W6558 STEAMBOAT LN	
100-00-21060-000-000		Building Escrows Payable	1,500.00
		ESCROW RETURN W6522 STEAMBOAT LN	
100-00-21060-000-000		Building Escrows Payable	1,500.00
		ESCROW RETURN W6518 STEAMBOAT LN	
100-00-21060-000-000		Building Escrows Payable	1,500.00
		ESCROW RETURN W6528 STEAMBOAT LN	
Total			10,500.00
15562 101106	8/21/2024	MILIS FLATWORK LLC	

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100-09-57330-000-000		Capital Outlay - Road Projects	49,528.00
		FROM 8/15/24 STATION 60 APRON CONCRETE 101106	
Total			49,528.00
15563	8/21/2024	MOSS AND ASSOCIATES LLC 336	
100-09-57330-000-000		Capital Outlay - Road Projects	960.00
		FROM 8/12/24 STATE PARK RD RIGHT OF WAY 336	
Total			960.00
15564	8/21/2024	SCHMIDT BROS CUSTOM HOMES INC ESCROW RETURN N8862 DUBLIN PASS	
100-00-21060-000-000		Building Escrows Payable	1,500.00
		ESCROW RETURN N8862 DUBLIN PASS	
Total			1,500.00
15565	8/21/2024	STAPLES 6008593601, 6008593603, 6008937659	
100-02-51400-400-000		Gen. Admin - Supplies	23.14
		OFFICE SUPPLIES 8/3/24 BIND CLIP,MOISTNR 6008593601	
100-02-51400-400-000		Gen. Admin - Supplies	46.92
		FROM 8/3/24 USB 6008593603	
100-02-51400-400-000		Gen. Admin - Supplies	132.09
		OFFICE SUPPLIES 8/9/24 BLACK TONER 6008937659	
Total			202.15
15566	8/21/2024	SUPERIOR VISION INSURANCE 844273	
100-09-53311-200-000		Hwy Dept - Benefits	150.16
		SHOP VISION INSURANCE SEP 24 844273	
100-02-51400-200-000		Gen. Admin - Benefits	119.15
		OFFICE VISION INSURANCE SEP 24 844273	
100-01-51101-200-000		Planning - Benefits	0.00
		PLANNER VISION INSURANCE SEP 24 844273	
100-06-52200-200-000		Fire Dept - Benefits	25.64
		FIRE VISION INSURANCE SEP 24 844273	
100-00-14500-000-000		Due from Special Purpose Dist.	91.56
		UTILITIES VISION INSURANCE SEP 24 844273	
Total			386.51

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Check Nbr	Check Date	Payee	Amount
15567	8/21/2024	VAN'S REALTY & CONSTRUCTION ESCROW RTNS W5529, W5552 TONYS WAY	
100-00-21060-000-000		Building Escrows Payable ESCROW RETURN W5529 TONYS WAY	1,500.00
100-00-21060-000-000		Building Escrows Payable ESCROW RETURN W5552 TONYS WAY	1,500.00
Total			3,000.00
15568	8/21/2024	WEST BEND MUTUAL INS CO ACCT 011343366200 BOND 2583960	
100-02-51400-400-000		Gen. Admin - Supplies CLERK BOND FOR NOTARY 011343366200	50.00
Total			50.00
15569	8/28/2024	BROOKS TRACTOR INC - SUN PRAIRIE R31511	
402-00-56700-000-000		Site Preparation - TID #2 FROM 8/16/24 RENTAL JD EXC, TREN EBKT R31511	3,900.00
Total			3,900.00
15570	8/28/2024	BRUSH BOY CUSTOMS, LLC 2146	
201-00-57220-000-000		Capital Outlay - Park Impact FROM 8/8/24 DARBOY PARK RULES SIGN, POSTS 2146	1,000.00
Total			1,000.00
15571	8/28/2024	CARSTENS ACE HARDWARE 267091	
100-00-55200-000-000		Parks - Maint. and Utilities FROM 8/14/24 COMPOSITE SHIMS 267091	2.15
Total			2.15
15572	8/28/2024	CLIFTON LARSON ALLEN LLP L241532564 VILLAGE PORTION	
100-04-51500-315-015		Treasurer - Accounting FROM 8/12/24 FINAL BILLING 2023 AUDIT L241532564	2,787.50
Total			2,787.50
15573	8/28/2024	GAT SUPPLY, INC 436058-1, 436386-1	

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NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
100-09-53311-400-000		Hwy Dept - Supplies	90.36
		FROM 8/15/24 ASPEN LATH, FLAGGING RIBBON 436058-1	
100-09-53311-400-000		Hwy Dept - Supplies	113.96
		FROM 8/20/24 HEAVY DUTY TRIPOD 436386-1	
		Total	204.32
15574	8/28/2024	GFL ENVIRONMENTAL U30000156051	
100-00-53620-000-000		Refuse and Garbage Services	79.00
		COMMUNITY PARK TRASH PICKUP SEP U30000156051	
		Total	79.00
15575	8/28/2024	GRUETT'S 36794P	
100-09-53311-700-000		Hwy Dept - Equip Maintenance	409.59
		FROM 8/12/24 2022 FER MOWER REPAIR 36794P	
		Total	409.59
15576	8/28/2024	HEARTLAND BUSINESS SYSTEMS 722566-H	
100-02-51400-400-006		Gen. Admin - Service Contracts	270.00
		FROM 8/21/24 WEB & DNS HOSTING 722566-H	
		Total	270.00
15577	8/28/2024	HYDROCLEAN EQUIPMENT INC 27100	
100-09-53311-400-000		Hwy Dept - Supplies	159.00
		FROM 8/21/24 PANEL BRITE 27100	
		Total	159.00
15578	8/28/2024	JOE'S POWER CENTER INC 173306, 173307	
100-09-53311-700-000		Hwy Dept - Equip Maintenance	134.35
		FROM 8/15/24 CASTER BRACKETS 173306	
100-09-53311-700-000		Hwy Dept - Equip Maintenance	20.60
		FROM 8/15/24 BEARING FLANGE 173307	
		Total	154.95
15579	8/28/2024	KITZ & PFEIL - OSHKOSH 41883/2	

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Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
100-09-53311-400-000		Hwy Dept - Supplies	1.49
		CUST 812330 HARDWARE MISC 41883/2	
Total			1.49
<hr/>			
15580	8/28/2024	KL ENGINEERING 20240918	
100-00-57230-000-000		Capital Outlay - Trails	10,879.08
		FR 8/21HIGHCLIFF TRAIL FEASIBILITY STUDY 20240918	
Total			10,879.08
<hr/>			
15581	8/28/2024	L & S TRUCK CENTER RO# 421788	
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance	203.98
		FROM 8/19/24 2009 F550 REPAIR 421788	
Total			203.98
<hr/>			
15582	8/28/2024	LAURIE OR GORDON BUCHNER GRADING ESCROW RETURN N9033 SOUTHTOWNE	
100-00-21060-000-000		Building Escrows Payable	1,500.00
		GRADING ESCROW RETURN N9033 SOUTHTOWNE	
Total			1,500.00
<hr/>			
15583	8/28/2024	LISOWE OIL DIV OF ADVANCED FUEL SERV 77492	
100-09-53311-600-030		Hwy Dept - Fuel	2,568.59
		FROM 8/14/24 77492	
Total			2,568.59
<hr/>			
15584	8/28/2024	MCC, INC 354592	
402-00-56700-000-000		Site Preparation - TID #2	421.30
		FROM 8/10/24 TRACKING PAD MATERIALS 354592	
Total			421.30
<hr/>			
15585	8/28/2024	MCMAHON 400779,935856,83-86,936003-9,11-12,46	
100-02-51400-400-006		Gen. Admin - Service Contracts	16,934.10
		MANAGEMENT COUNSEL INTERIM MGR & FIN DIR 400779	
100-00-53441-100-000		Illicit Discharge Program	270.00
		2024 ILLICIT DISCHARGE 935856	

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Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
100-09-53311-000-000		Hwy Dept - Engineer/Consultant	175.00
		2024 GEN ENGINEER MONTHLY STAFF MEETING 935983	
230-00-53441-200-000		Stormwater Plan / Munic Fees	175.00
		JEWEL BOX ESTATES-DRAINAGE REVIEW 935983	
100-09-53311-000-000		Hwy Dept - Engineer/Consultant	546.00
		2024 GEN ENG FIRE STN 60 PARK LOT PAVING 935983	
100-09-53311-000-000		Hwy Dept - Engineer/Consultant	3,101.00
		TRANSPORTATION IMPACT FEE 935983	
100-09-53311-000-000		Hwy Dept - Engineer/Consultant	2,050.00
		5 YEAR CIP UPDATE (2025-2029) 935983	
405-00-51500-000-000		Professional Services-TID #5	4,711.50
		CTH N SITE 935984	
100-00-52400-200-000		Inspections - Grade Checks	4,086.65
		2024 LOT GRADE REVIEW & CHECK 935985	
230-00-53441-200-000		Stormwater Plan / Munic Fees	288.00
		24 STREET STORM SEWER BREEZY MEADOWS SUB 935986	
230-00-53441-000-000		Storm Sewer Maint / Ponds	437.50
		24 STREET STORM SEWER CEDAR VIEW SUBDIV 935986	
100-09-57330-000-000		Capital Outlay - Road Projects	7,916.18
		STATE PK RESRFCNG BIKE LNS SCMIDT-US10 936003	
100-00-57220-000-000		Capital Outlay - Parks	101.14
		RENNWOOD PARK TOPOGRAPHIC SURVEY 936004	
100-09-57330-000-000		Capital Outlay - Road Projects	262.50
		PAYTEN ST ROADWAY IMPROVEMENTS 936005	
100-09-57330-000-000		Capital Outlay - Road Projects	4,856.97
		2024 ASPHALT RESURFACING PROGRAM 936006	
100-09-53311-900-000		Hwy Dept - Road Maintenance	319.23
		2024 CRACK SEAL PROGRAM 936007	
201-00-57220-000-000		Capital Outlay - Park Impact	6,912.50
		DARBOY COMM PARK TRAIL LIGHTING 936008	
100-09-57330-000-000		Capital Outlay - Road Projects	5,349.20
		HAEN HEIGHTS AREA ROADWAY IMPROVEMENTS 936009	
402-00-51500-000-000		Professional Services-TID #2	4,975.57
		CROSSROADS BUSINESS PARK 936011	
100-09-53311-000-000		Hwy Dept - Engineer/Consultant	342.50
		MUNICIPAL BUILDING STANDBY GENERATOR 936012	
201-00-57220-000-000		Capital Outlay - Park Impact	477.50
		FARMERS FIELD ASPHALT PAVING 936046	

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NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
			Total
			64,288.04
15586	8/28/2024	MENARDS-APPLETON EAST 61014, 61798	
100-00-55200-000-000		Parks - Maint. and Utilities FRM 7/31/24 SOAP,TOWELS,STAIN,HOSE,BROOM 61014	80.46
100-00-55200-000-000		Parks - Maint. and Utilities FROM 8/14/24 TOLIET, CLEANER, WIPER 61798	128.71
			Total
			209.17
15587	8/28/2024	MGD INDUSTRIAL CORPORATION 229033	
100-09-53311-400-000		Hwy Dept - Supplies FROM 8/19/24 SUPPLIES, CLENER, DEGREASER 229033	482.17
			Total
			482.17
15588	8/28/2024	NEAL OR JODIE SCHMIDT GRADING ESCROW RETURN N8892 NOE RD	
100-00-21060-000-000		Building Escrows Payable GRADING ESCROW RETURN N8892 NOE RD	1,500.00
			Total
			1,500.00
15589	8/28/2024	OFFICE DEPOT BUSINESS CREDIT - VOH 6011568517636189	
100-02-51400-400-000		Gen. Admin - Supplies FROM 8/6 PAPER	128.07
			Total
			128.07
15590	8/28/2024	RED POWER DIESEL SERVICE INC 4902	
100-06-52200-600-000		Fire Dept - Vehicle Maint. FROM 8/16/24 BALL VALVE REPAIR 4902	1,225.07
			Total
			1,225.07
15590	8/28/2024	RED POWER DIESEL SERVICE INC VOID CK 15590 8/28/24 WRONG AMOUNT	
			Manual Check
100-06-52200-600-000		Fire Dept - Vehicle Maint. VOID FROM 8/16/24 BALL VALVE REPAIR 4902	-1,225.07
			Total
			-1,225.07

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NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
15591	8/28/2024	RICKEY OLIG OR LAWRENCE TSE GRADING ESCROW RETURN N9228 CASSANDRA	
100-00-21060-000-000		Building Escrows Payable GRADING ESCROW RETURN N9228 CASSANDRA	1,500.00
Total			1,500.00
15592	8/28/2024	SCOTT CONSTRUCTION INC 5480	
100-09-57330-000-000		Capital Outlay - Road Projects FRM 8/13/24 KESSLER ROAD GRAVEL SEALCOAT 5480	21,800.00
Total			21,800.00
15593	8/28/2024	SPIELBAUER FIREWORKS CO. INC. 24Ha8065	
100-00-57190-000-000		Capital Outlay - General Gvmnt FIREWORKS DISPLAY 7/17/24 PARK EVENT	20,000.00
Total			20,000.00
15594	8/28/2024	TERRY WEGENER GRADING ESCROW RETURN N8778 CONNOR CIR	
100-00-21060-000-000		Building Escrows Payable GRADING ESCROW RETURN N8778 CONNOR CIR	1,500.00
Total			1,500.00
15595	8/28/2024	THEDACARE AT WORK 358382	
100-06-52200-401-000		Fire Dept - Physicals FROM 8/13/24 PHYSICAL N SCHIPPER 358382	572.00
Total			572.00
15596	8/28/2024	TOM MC HUGH CONSTRUCTION LLC GRADE ESCR N9221CASSANDRA,N9224TOUCHDOWN	
100-00-21060-000-000		Building Escrows Payable GRADING ESCROW RETURN N9221 CASSANDRA	1,500.00
100-00-21060-000-000		Building Escrows Payable GRADING ESCROW RETURN N9224 TOUCHDOWN	1,500.00
Total			3,000.00
Grand Total			1,298,823.67

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NICOLET (INVESTORS) BANK VOH

Accounting Checks

Posted From: 8/01/2024 From Account:
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Amount

Total Expenditure from Fund # 100 - GENERAL FUND	359,375.99
Total Expenditure from Fund # 201 - PARK IMPACT FEES	9,890.00
Total Expenditure from Fund # 230 - STORM WATER UTILITY FEES	3,150.50
Total Expenditure from Fund # 240 - FEDERAL FUNDS - ARPA	14,677.52
Total Expenditure from Fund # 402 - TAX INCREMENTAL DISTRICT #2	907,018.16
Total Expenditure from Fund # 405 - TAX INCREMENTAL DISTRICT #5	4,711.50
Total Expenditure from all Funds	1,298,823.67

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NICOLET (INVESTORS) BANK VOH

Payroll Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Amount

Total Expenditure from Fund # 100 - GENERAL FUND	125,941.31
Total Expenditure from Fund # 610 - WATER UTILITY	22,798.92
Total Expenditure from Fund # 620 - SEWER UTILITY	23,423.14
Total Expenditure from all Funds	172,163.37

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UTILITIES EXPENSE NICOLET

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
EFT	8/02/2024	PSN INVOICE - UTILITIES	
	JUL 2024	PSN Monthly Fee	Manual Check
610-00-57923-000-000		Outside Services Employed	24.97
	JUL 2024	PSN Monthly Fee	297661
620-00-57852-000-000		Outside Services Employed	24.98
	JUL 2024	PSN Monthly Fee	297661
		Total	49.95
		Grand Total	49.95

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UTILITIES EXPENSE NICOLET

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

	Amount
Total Expenditure from Fund # 610 - WATER UTILITY	24.97
Total Expenditure from Fund # 620 - SEWER UTILITY	24.98
Total Expenditure from all Funds	49.95

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UTILITIES PAY CUST REV COMM FIRST CU

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
EFT	8/15/2024	HARRISON UTILITIES - 1-4005	
001-4005-00		Public Fire	Manual Check
610-00-57921-000-000		Office Supplies & Expenses	43.00
001-4005-00		Public Fire	
610-00-57921-000-000		Office Supplies & Expenses	70.04
001-4005-00		Water Charge	
620-00-57851-000-000		Office Supplies & Expenses	128.09
001-4005-00		Sewer Charge	
		Total	241.13
		Grand Total	241.13

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UTILITIES PAY CUST REV COMM FIRST CU

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

	Amount
Total Expenditure from Fund # 610 - WATER UTILITY	113.04
Total Expenditure from Fund # 620 - SEWER UTILITY	128.09
Total Expenditure from all Funds	241.13

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UTILITIES EXPENSE COMM FIRST CU

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
EFT	8/14/2024	WE ENERGIES - 00010	
0705461764-00010	LS#4 - Gas	Manual Check	
620-00-57821-000-000		Fuel/Power Purchase - Pumping	13.63
0705461764-00010	LS#4 - Gas	08/142024-00010	
		Total	13.63
EFT	8/14/2024	WE ENERGIES - 00006	
0705461764-00006	Fox Crsng Mtr - Elec	Manual Check	
610-00-57641-000-000		Operation Supplies & Expenses	18.21
0705461764-00006	Fox Crsng Mtr - Elec	08142024-00006	
		Total	18.21
EFT	8/08/2024	WE ENERGIES - 00003	
0705461764-00003	COA Mtr #2 - Electric	Manual Check	
610-00-57641-000-000		Operation Supplies & Expenses	26.63
0705461764-00003	COA Mtr #2 - Electric	08082024-00003	
		Total	26.63
EFT	8/07/2024	KWIK TRIP - UTILITIES	
07/29/24-FUEL		Manual Check	
610-00-57933-000-000		Transportation Expense	333.20
07/29/24-FUEL		NP66841626	
620-00-57828-000-000		Transportation Expense	333.21
07/29/24-FUEL		NP66841626	
		Total	666.41
EFT	8/07/2024	MARCO TECHNOLOGIES LLC - UTILITIES	
07/26/24 Copier Lease & Usage		Manual Check	
610-00-57921-000-000		Office Supplies & Expenses	122.67
07/26/24 Copier Lease & Usage		37091472	
620-00-57851-000-000		Office Supplies & Expenses	122.67
07/26/24 Copier Lease & Usage		37091472	
		Total	245.34
EFT	8/22/2024	RELIANCE STANDARD LIFE INSURANCE COMPANY	
UTILITIES SEP 2024 LIFE & DISABILITY		Manual Check	
610-00-57926-000-000		Employee Pensions & Benefits	101.81
UTILITIES SEP 2024 LIFE & DISABILITY			
620-00-57854-000-000		Employee Pensions & Benefits	101.82
UTILITIES SEP 2024 LIFE & DISABILITY			

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UTILITIES EXPENSE COMM FIRST CU

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			203.63

EFT 8/26/2024 AT&T - UTILITIES

ACCT#920-380-0991 MTR STN #2 DIALER Manual Check

610-00-57641-000-000	Operation Supplies & Expenses		25.38
ACCT#920-380-0991 MTR STN #2 DIALER		920380099108-24	
620-00-57827-000-000	Operation Supplies & Expenses		44.53
ACCT#920-380-0977 LS#3 DIALER		920380099108-24	
620-00-57827-000-000	Operation Supplies & Expenses		44.53
ACCT#920-380-0982 LS#2 DIALER		920380099108-24	
620-00-57827-000-000	Operation Supplies & Expenses		44.57
ACCT#920-380-0987 LS#1 DIALER		920380099108-24	
610-00-57641-000-000	Operation Supplies & Expenses		44.34
ACCT#920-380-0992 MTR STN #1 DIALER		920380099108-24	
620-00-57827-000-000	Operation Supplies & Expenses		0.00
ACCT#920-380-0996 LS#4 DIALER		920380099108-24	
Total			203.35

EFT 8/26/2024 CHARTER COMMUNICATIONS - UTILITIES

Acct# 8348 10 427 0026135 Internet Manual Check

610-00-57921-000-000	Office Supplies & Expenses		64.99
Acct# 8348 10 427 0026135 Internet		153078301080724	
620-00-57851-000-000	Office Supplies & Expenses		65.00
Acct# 8348 10 427 0026135 Internet		153078301080724	
Total			129.99

EFT 8/26/2024 MENASHA UTILITIES

ACCT#3266037-00 |Elec Plank Rd-Meter Pit Manual Check

620-00-57827-000-000	Operation Supplies & Expenses		11.34
ACCT#3266037-00 Elec Plank Rd-Meter Pit			
610-00-57641-000-000	Operation Supplies & Expenses		18.95
ACCT#3265998-00 COA Water #1 Electric			
620-00-57821-000-000	Fuel/Power Purchase - Pumping		1,519.16
ACCT#3265946-00 LS #4 Electric			
620-00-57827-000-000	Operation Supplies & Expenses		10.55
ACCT#3265946-00 Storm Water Charge			
Total			1,560.00

EFT 8/26/2024 WE ENERGIES - 00004

0705461764-00004 | LS#3 Electric Manual Check

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UTILITIES EXPENSE COMM FIRST CU

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
620-00-57821-000-000		Fuel/Power Purchase - Pumping	119.64
		0705461764-00004 LS#3 Electric 08262024-00004	
		Total	119.64
<hr/>			
	EFT 8/29/2024	VERIZON WIRELESS - UTILITIES	Ⓞ
		SHARE OF EMERGENCY PHONE Manual Check	
610-00-57641-000-000		Operation Supplies & Expenses	17.21
		SHARE OF EMERGENCY PHONE 9970986439	
620-00-57827-000-000		Operation Supplies & Expenses	42.65
		LS6 DIALER & SHARE OF EMERGENCY PHONE 9970986439	
		Total	59.86
<hr/>			
	EFT 8/29/2024	WE ENERGIES - 00007	Ⓞ
		0705461764-00007 LS#6 Electric & Gas Manual Check	
620-00-57821-000-000		Fuel/Power Purchase - Pumping	81.26
		0705461764-00007 LS#6 Electric & Gas 08292024-00007	
		Total	81.26
<hr/>			
	EFT 8/28/2024	WE ENERGIES - 00001	Ⓞ
		0705461764-00001 LS#1 Electric & Gas Manual Check	
620-00-57821-000-000		Fuel/Power Purchase - Pumping	324.15
		0705461764-00001 LS#1 Electric & Gas 08282024-00001	
		Total	324.15
<hr/>			
	EFT 8/28/2024	WE ENERGIES - 00002	Ⓞ
		0705461764-00002 LS#2 Electric Manual Check	
620-00-57821-000-000		Fuel/Power Purchase - Pumping	96.55
		0705461764-00002 LS#2 Electric 08282024-00002	
		Total	96.55
<hr/>			
	EFT 8/28/2024	WE ENERGIES - 00005	Ⓞ
		0705461764-00005 HU Main - Gas Manual Check	
610-00-57921-000-000		Office Supplies & Expenses	7.13
		0705461764-00005 HU Main - Gas 08282024-00005	
620-00-57851-000-000		Office Supplies & Expenses	7.13
		0705461764-00005 HU Main - Gas 08282024-00005	
		Total	14.26
<hr/>			
	EFT 8/28/2024	WE ENERGIES - 00009	Ⓞ
		0705461764-00009 HU Main - Electric Manual Check	

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UTILITIES EXPENSE COMM FIRST CU

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
610-00-57921-000-000		Office Supplies & Expenses	585.52
		0705461764-00009 HU Main - Electric 08282024-00009	
620-00-57851-000-000		Office Supplies & Expenses	585.52
		0705461764-00009 HU Main - Electric 08282024-00009	
Total			1,171.04
<hr/>			
10327	8/12/2024	ADAM GUERTS	
VOID CK 10327	4/5/23	STALE-NOT OWED	
		Manual Check	
610-00-47400-000-000		Other Water Revenue	-136.50
		VOID CK 10327 4/5/23 STALE-NOT OWED	
Total			-136.50
<hr/>			
10363	8/28/2024	CRAIG MEYER	
VOID 10363	4/5/23	NAME CHANGE-REISSUE	
		Manual Check	
610-00-21400-000-000		Connection Fees Refund	-136.50
		APPLICANT: MEYER CONSTRUCTION INC	
Total			-136.50
<hr/>			
10777	8/07/2024	COMMUNITY FIRST CU - VISA	
		7/29/24 CARDS *7123 & *6280	
610-00-57935-000-000		Maintenance of General Plant	1.08
		7/8/24 JOHNSTONE SUPPLY AC PART	
620-00-57834-000-000		Maintenance of General Plant	1.09
		7/8/24 JOHNSTONE SUPPLY AC PART	
610-00-57652-000-000		Maintenance of Services	43.35
		7/9/24 HOME DEPOT CURBSTOP PARTS	
610-00-57930-000-000		Miscellaneous General Expense	382.49
		7/9/24 HOME DEPOT REFRIGERATOR/FREEZER	
620-00-57856-000-000		Miscellaneous General Expense	382.49
		7/9/24 HOME DEPOT REFRIGERATOR/FREEZER	
610-00-57921-000-000		Office Supplies & Expenses	6.82
		7/22/24 ADOBE MONTHLY SUBSCRIPTION	
620-00-57851-000-000		Office Supplies & Expenses	6.82
		7/22/24 ADOBE MONTHLY SUBSCRIPTION	
610-00-57641-000-000		Operation Supplies & Expenses	236.87
		7/22/24 ULINE BLUEPRINT CLAMPS	
620-00-57827-000-000		Operation Supplies & Expenses	236.88
		7/22/24 ULINE BLUEPRINT CLAMPS	

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UTILITIES EXPENSE COMM FIRST CU

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
610-00-57641-000-000	7/22/24	Operation Supplies & Expenses USABLUBOOK TESTING SUPPLIES	174.19
610-00-57930-000-000	7/24/24	Miscellaneous General Expense COUNTRY SIDE - TEAM MEAL	19.92
620-00-57856-000-000	7/24/24	Miscellaneous General Expense COUNTRY SIDE - TEAM MEAL	19.92
610-00-57930-000-000	7/21/24	Miscellaneous General Expense Amazon Misc. Supplies	18.04
620-00-57856-000-000	7/21/24	Miscellaneous General Expense Amazon Misc. Supplies	18.04
Total			1,548.00

10778 8/07/2024 FRANK ISCA
001-0482-02 CREDIT BALANCE REFUND

610-00-46300-000-000	001-0482-02	Public Fire Protection Service CREDIT BALANCE REFUND	5.05
610-00-46101-000-000	001-0482-02	Residential Metered Sales CREDIT BALANCE REFUND	35.45
620-00-46221-000-000	001-0482-02	Residential Measured Service CREDIT BALANCE REFUND	35.84
Total			76.34

10779 8/07/2024 R.K. ENTERPRISES OF WISCONSIN INC
8/5/24 Vac Out Curbstop

610-00-57652-000-000	8/5/24	Maintenance of Services Vac Out Curbstop 8449	500.00
Total			500.00

10780 8/07/2024 SERVICEMASTER BUILDING MAINTENANCE
8/1/24 - AUG 2024 CLEANING SERVICE

610-00-57935-000-000	8/1/24	Maintenance of General Plant CLEANING SERVICE 45500	162.50
620-00-57834-000-000	8/1/24	Maintenance of General Plant CLEANING SERVICE 45500	162.50
Total			325.00

10781 8/07/2024 STUMPF CREATIVE LANDSCAPES INC
8/1/24 Backfill for Curbstop

610-00-57652-000-000	8/1/24	Maintenance of Services Backfill for Curbstop 12537	43.50
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UTILITIES EXPENSE COMM FIRST CU

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			43.50
10782	8/07/2024	T-MOBILE 982397755	
610-00-57641-000-000		Operation Supplies & Expenses FROM 6/21/24-7/20/24 UTILITIES PHONES	44.82
620-00-57827-000-000		Operation Supplies & Expenses FROM 6/21/24-7/20/24 UTILITIES PHONES	44.82
610-00-57641-000-000		Operation Supplies & Expenses FROM 6/21/24-7/20/24 UTILITIES PADS	44.10
620-00-57827-000-000		Operation Supplies & Expenses FROM 6/21/24-7/20/24 UTILITIES PADS	44.10
Total			177.84
10783	8/14/2024	CLEAN WATER TESTING LLC 7/20/24 Quarterly Water DBP Tests	
610-00-57641-000-000		Operation Supplies & Expenses 7/20/24 Quarterly Water DBP Tests 9009154790	428.00
Total			428.00
10784	8/14/2024	EAGLE GRAPHICS, LLC 7/2/24 Logo Embroidery	
610-00-57930-000-000		Miscellaneous General Expense 7/2/24 2024 DWD Clothing Allowance 298597	15.00
620-00-57856-000-000		Miscellaneous General Expense 7/2/24 2024 DWD Clothing Allowance 298597	15.00
610-00-57930-000-000		Miscellaneous General Expense 7/2/24 2024 TGV Clothing Allowance 298635	21.00
620-00-57856-000-000		Miscellaneous General Expense 7/2/24 2024 TGV Clothing Allowance 298635	21.00
610-00-57930-000-000		Miscellaneous General Expense 7/2/24 2024 GTL Clothing Allowance 298598	24.00
620-00-57856-000-000		Miscellaneous General Expense 7/2/24 2024 GTL Clothing Allowance 298598	24.00
Total			120.00
10785	8/14/2024	FERGUSON WATERWORKS #1476 8/1/24 CS Top Repair Lids (12ct)	
610-00-57652-000-000		Maintenance of Services 8/1/24 CS Top Repair Lids (12ct) 0423173	408.00

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UTILITIES EXPENSE COMM FIRST CU

Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			408.00
10786	8/14/2024	KITZ & PFEIL - OSHKOSH 7/31/24 Shear Pins for Valve Turner	
610-00-57641-000-000		Operation Supplies & Expenses 7/31/24 Shear Pins for Valve Turner 41635/2	8.05
Total			8.05
10787	8/14/2024	NICOLET NATIONAL BANK CORP 233893, ACCT 8831	
610-00-57641-000-000		Operation Supplies & Expenses FROM 6/30 AMAZON PHONE CASES	44.92
620-00-57827-000-000		Operation Supplies & Expenses FROM 6/30 AMAZON PHONE CASES	44.93
610-00-57641-000-000		Operation Supplies & Expenses FROM 6/30 AMAZON PHONE CHARGERS	4.00
620-00-57827-000-000		Operation Supplies & Expenses FROM 6/30 AMAZON PHONE CHARGERS	4.00
610-00-57930-000-000		Miscellaneous General Expense FROM 7/3 LEAGUE OF WI MU BUDGET TRAINING	9.37
620-00-57856-000-000		Miscellaneous General Expense FROM 7/3 LEAGUE OF WI MU BUDGET TRAINING	9.38
Total			116.60
10788	8/21/2024	CLEAN WATER TESTING LLC 8/15/24 Monthly Water Bacteria Tests	
610-00-57641-000-000		Operation Supplies & Expenses 8/15/24 Monthly Water Bacteria Tests 9009219709	96.00
Total			96.00
10789	8/21/2024	MORTON SAFETY 8/8/24 Noise Protection Equipment	
610-00-57641-000-000		Operation Supplies & Expenses 8/8/24 Noise Protection Equipment 229914	83.45
620-00-57827-000-000		Operation Supplies & Expenses 8/8/24 Noise Protection Equipment 229914	83.45
Total			166.90
10790	8/21/2024	NEENAH-MENASHA SEWERAGE COMMISSION SEP 2024 Bill Based on JUL 2024 Measures	

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Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
620-00-57829-000-000		Sewerage Treatment Charges	23,508.15
		SEP 2024 Bill Based on JUL 2024 Measures 2024-247	
620-00-57870-000-000		NMSC Capital Charges-Int Exp	1,006.00
		SEP 2024 CWF Loan - Interest 2024-253	
620-00-57875-000-000		NMSC Capital Charges-Amort Exp	4,142.00
		SEP 2024 CWF Loan - Debt 2024-253	
620-00-57870-000-000		NMSC Capital Charges-Int Exp	292.00
		SEP 2024 SLDG BLDG LOAN INTEREST 2024-253	
620-00-57875-000-000		NMSC Capital Charges-Amort Exp	1,622.00
		SEP 2024 SLDG BLDG LOAN DEBT 2024-253	
Total			30,570.15

10791 8/21/2024 SENTINEL SECURITY LLC
8/5/24 Alarm System COA Water Conn. #1

610-00-57641-000-000		Operation Supplies & Expenses	336.00
		8/5/24 Alarm System COA Water Conn. #1 23469	
Total			336.00

10792 8/21/2024 VILLAGE OF HARRISON - UTILITIES REIMB
REIMBURSEMENT OF JAN-JUN 2024 PAYROLL

610-00-11151-000-000		Nicolet @3-3-2022 PAYROLL Wate	96,745.84
		REIMBURSEMENT OF JAN-JUN 2024 PAYROLL	
620-00-11151-000-000		Nicolet @3-3-2022 PAYROLL Sewe	99,040.94
		REIMBURSEMENT OF JAN-JUN 2024 PAYROLL	
610-00-25110-000-000		Due to Municipality	12,761.48
		REIMBURSEMENT OF JAN-JUN 2024 PAYROLL	
620-00-25110-000-000		Due to Municipality	13,095.55
		REIMBURSEMENT OF JAN-JUN 2024 PAYROLL	
Total			221,643.81

10793 8/21/2024 VILLAGE OF HARRISON - UTILITIES REIMB
JAN-JUN 2024 DELTA DENTAL LESS EMP DED

610-00-57926-000-000		Employee Pensions & Benefits	1,081.14
		JAN-JUN 2024 DELTA DENTAL LESS EMP DED	
620-00-57854-000-000		Employee Pensions & Benefits	1,081.14
		JAN-JUN 2024 DELTA DENTAL LESS EMP DED	
610-00-57926-000-000		Employee Pensions & Benefits	12,951.18
		JAN-JUN 2024 UNITED HEALTH LESS EMP DED	

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Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
620-00-57854-000-000		Employee Pensions & Benefits JAN-JUN 2024 UNITED HEALTH LESS EMP DED	12,951.19
610-00-57926-000-000		Employee Pensions & Benefits JAN-JUN2024 SUPERIOR VISION LESS EMP DED	247.25
620-00-57854-000-000		Employee Pensions & Benefits JAN-JUN2024 SUPERIOR VISION LESS EMP DED	247.25
Total			28,559.15
<hr/>			
10794	8/28/2024	BOARDMAN & CLARK LLP 8/20/24 ORDINANCE REWRITE FINAL BILL	Ⓢ
610-00-57923-000-000		Outside Services Employed 8/20/24 ORDINANCE REWRITE FINAL BILL 289449	3,750.00
620-00-57852-000-000		Outside Services Employed 8/20/24 ORDINANCE REWRITE FINAL BILL 289449	3,750.00
Total			7,500.00
<hr/>			
10795	8/28/2024	CLIFTON LARSON ALLEN LLP L241532564 UTILITIES PORTION	Ⓢ
610-00-57923-000-000		Outside Services Employed FROM 8/12/24 FINAL BILLING 2023 AUDIT L241532564	2,695.00
620-00-57852-000-000		Outside Services Employed FROM 8/12/24 FINAL BILLING 2023 AUDIT L241532564	2,550.00
Total			5,245.00
<hr/>			
10796	8/28/2024	CRAIG MEYER REISSUE 10363 APP:MEYER CONSTRUCTION INC	Ⓢ
610-00-21400-000-000		Connection Fees Refund REISSUE 10363 APP:MEYER CONSTRUCTION INC	136.50
Total			136.50
<hr/>			
10797	8/28/2024	MARTENSON & EISELE INC Engineering Services Through 7/31/24	Ⓢ
610-00-57923-000-000		Outside Services Employed General Requests through 7/31/24 64361	375.00
620-00-57852-000-000		Outside Services Employed General Requests through 7/31/24 64361	375.00
620-00-57852-000-000		Outside Services Employed LS3 FM Project through 7/31/24 64360	6,484.50
610-00-57923-000-000		Outside Services Employed GIS Mapping Services through 7/31/24 64362	1,860.75

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Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
620-00-57852-000-000		Outside Services Employed	1,860.75
		GIS Mapping Services through 7/31/24 64362	
610-00-13143-000-000		Due from Developers	450.00
		Cedar View through 7/31/24 64366	
620-00-13143-000-000		Due from Developers	450.00
		Cedar View through 7/31/24 64366	
610-00-13143-000-000		Due from Developers	337.50
		Breezy Meadows through 7/31/24 64364	
620-00-13143-000-000		Due from Developers	337.50
		Breezy Meadows through 7/31/24 64364	
Total			12,531.00
<hr/>			
10798	8/28/2024	MENARDS-APPLETON EAST	⊘
ACCOUNT 31110431			
610-00-57930-000-000		Miscellaneous General Expense	37.98
		7/9/24 MISC SUPPLIES 59798	
620-00-57856-000-000		Miscellaneous General Expense	37.99
		7/9/24 MISC SUPPLIES 59798	
610-00-57930-000-000		Miscellaneous General Expense	16.75
		8/20/24 MISC SUPPLIES 62147	
620-00-57856-000-000		Miscellaneous General Expense	16.75
		8/20/24 MISC SUPPLIES 62147	
610-00-57641-000-000		Operation Supplies & Expenses	17.96
		8/20/24 MISC SUPPLIES 62147	
620-00-57827-000-000		Operation Supplies & Expenses	17.97
		8/20/24 MISC SUPPLIES 62147	
610-00-57652-000-000		Maintenance of Services	101.10
		8/20/24 CS EXTENSION PARTS 62147	
Total			246.50
<hr/>			
10799	8/28/2024	TUNDRA STONE PRECAST LLC	⊘
8/6/24 4" RISER RING (QTY 3)			
620-00-57831-000-000		Maintenance Sewage Collect Sys	121.05
		8/6/24 4" RISER RING (QTY 3) 252	
Total			121.05
<hr/>			
Grand Total			315,564.34

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Accounting Checks

Posted From: 8/01/2024 From Account:
Thru: 8/31/2024 Thru Account:

Amount

Total Expenditure from Fund # 610 - WATER UTILITY	137,854.44
Total Expenditure from Fund # 620 - SEWER UTILITY	177,709.90
Total Expenditure from all Funds	315,564.34



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Appointment of Lindsey Cushman to the Plan Commission.

Issue:

Background and Additional Information:
See attached application for more information on the applicant.

Budget Impacts:

Recommended Action:
Motion as determined by the Board.

Attachments:

- [Plan commission application.pdf](#)

APPLICATION FOR BOARDS OR COMMISSIONS

Check Preference(s):

- VILLAGE BOARD PLAN COMMISSION ZONING BOARD OF APPEALS
 ELECTION INSPECTOR FIRE COMMISSION

Name: Lindsey Cushman Email: lindscush@gmail.com

Address: N9393 Emily Ln

Resident of Harrison (# of years): 2 years Phone: 920-379-3311

Occupation: Stay at Home Mom Work Phone: N/A

Name of Employer: N/A

Education: (indicate the highest grade completed or degree and major course of study)

Master of Science in Physician Assistant Studies

Civic and other activities: (list past and present civic activities and organizational memberships, especially those relevant to the board or commission you are applying for)

Wild Ones Fox Valley Chapter - General Member

List any time constraints relative to the duties of the committee or commission position:

None

What do you believe are the most important tasks or the basic mission of the board or commission you are applying for?

I believe the basic mission of the plan commission is to help the Village Board make educated decisions on matters that will impact the future of our community. I believe the commission can do this by staying open-minded and accepting of resident's points of view and offering insight to the Village Board about what the community wants and what is actually feasible.

To the best of your knowledge, would there be any conflict of interest (personal business, investments, etc.) if you were appointed to a Harrison board or commission? If yes, why?

None

Comments: (briefly describe other qualifications, experience, and any information you would like the Village Board to consider or that you believe are relevant to the appointment you are seeking.)


I believe I can offer a different perspective and new insight into the community if I am appointed to the plan commission.

I am new to the area, and given the growth Harrison has seen and is seeing, there are quite a few new

residents living here now too. I believe understanding why people choose to buy homes here will give some valuable insight

into what residents would like to see in terms of growth and development. I am also a mother of two, 1 and 3 years, and I want

to ensure the community I raise them in continues to improve and provide them with positive opportunities.


Signature

09/13/24
Date

Return to:

Village of Harrison
W5298 State Road 114
Menasha, WI 54952

or

cpelishek@harrison-wi.org

Office:

Date Received: _____

Date Reported to Village Board: _____

Appointed: Yes ___ No ___

Term Dates: _____



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Appointment of Drew Van Asten to the Plan Commission.

Issue:

Background and Additional Information:
See attached application for more information on the applicant.

Applicant will be a Village resident after October 4. Village staff will swear in applicant after he is a resident.

Budget Impacts:

Recommended Action:
Motion as determined by the Board.

Attachments:

- [Village of Harrison _Drew Van Asten 9-16-24_Signed.pdf](#)

APPLICATION FOR BOARDS OR COMMISSIONS

Check Preference(s):

- VILLAGE BOARD PLAN COMMISSION ZONING BOARD OF APPEALS
 ELECTION INSPECTOR FIRE COMMISSION

Name: Drew Van Asten Email: drewvanasten@gmail.com

Address: N9132 Brenda Drive, Appleton, WI 54915

Resident of Harrison (# of years): 0 - See Comments Phone: 920-238-3373

Occupation: Lead Engineer Work Phone: 920-996-3646

Name of Employer: Gulfstream Aerospace Corporation

Education: (indicate the highest grade completed or degree and major course of study)

Bachelors of Science - Mechanical Engineering - University of Wisconsin Platteville

Spanish Minor - University of Wisconsin Platteville

Civic and other activities: (list past and present civic activities and organizational memberships, especially those relevant to the board or commission you are applying for)

I am a continuous church volunteer and I have volunteered for a food pantry for many years.

List any time constraints relative to the duties of the committee or commission position:

I have a preplanned weeklong vacation that conflicts with November 19, 2024.

What do you believe are the most important tasks or the basic mission of the board or commission you are applying for?

I believe that the most important aspect of the Plan Commission is to be an unbiased representative of the Village of Harrison. One must communicate well and be knowledgeable about the area.

To the best of your knowledge, would there be any conflict of interest (personal business, investments, etc.) if you were appointed to a Harrison board or commission? If yes, why?

No

Comments: (briefly describe other qualifications, experience, and any information you would like the Village Board to consider or that you believe are relevant to the appointment you are seeking.)

I am a Lead Engineer at an aerospace company and I was a Project Engineer for seven years at an automotive company. The job positions I held require strong organizational, planning, communication, and collaborative skills. I know the same skills will translate well to be a member of the Plan Commission.

I am a Portage County land and Calumet County home owner. Being a land and home owner allows me to better make decisions regarding each category, since I am well informed of codes, regulations, and permits required with making improvements in each. The purchase of each property and communicating with the local township and DNR allows me to relate with other situations.

Although I currently live in the City of Appleton, I have an accepted offer to purchase the home at N9132 Brenda Drive and we have a move in date of October 4, 2024. I have lived in Darboy and Appleton for a total 24 years, so I am well acquainted with Harrison and the surrounding area. I have a strong desire to be involved and improve the area in which I grew up and live in.



Signature

9/16/2024
Date

Return to:
Village of Harrison
W5298 State Road 114
Menasha, WI 54952
or
cpelishek@harrison-wi.org

Office:
Date Received: _____
Date Reported to Village Board: _____
Appointed: Yes ___ No ___
Term Dates: _____



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Chad Pelishek, Assistant Village Manager

Meeting Date:

September 24, 2024

Title:

Eagle Scout Project at Darboy Community and Clover Ridge Parks by Tyler VanGompel.

Issue:

Does the Village Board wish to support the eagle scout project to add recycling bins at Darboy and Clover Ridge Parks?

Background and Additional Information:

See attached power point for more information.

Budget Impacts:

None

Recommended Action:

Motion to approve the eagle scout project at Darboy and Clover Ridge Parks.

Attachments:

- [3045_001.pdf](#)

Harrison Parks Recycling Proposal

Tyler VanGompel

Overview

My goal is to help build a recycling system for four of the Harrison parks - Clover Ridge, Farmer's Field, Dogwood, and Darboy - by creating recycling receptacles for each park. This will be something similar to what has already been done at Plamann Park.



Project Benefits

- Placing trash cans and recycling receptacles next to each other makes recycling more convenient for park patrons
- Environmentally friendly
- Will promote healthier community parks
- Recycling presents a positive image to the community



Darboy Park Pavilion and Clover Ridge

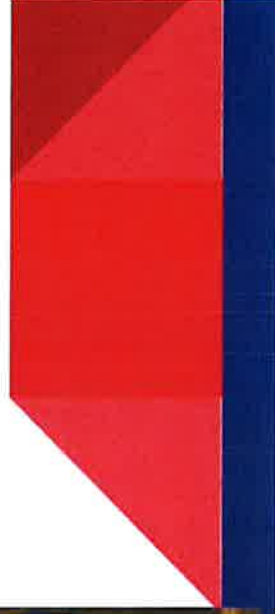
- Group two existing cans and add wood structure to keep them together
- Paint one lid blue and add recycling symbol on flap
- Write landfill on the other one



Farmers Field and Dogwood



- Paint Landfill on existing Can
- Add a donated blue drum and paint Bottles and Cans and the Recycling symbol
- Add wood structure to keep them together



Darboy Park- Pickleball Courts



- Will move the two concrete trash cans together by the entrance of the pickleball courts
- No wooden frame because the trash cans are already pretty heavy
- Paint one lid blue and add recycling symbol
- Add "landfill" to the other one





VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Vicki Tessen, Clerk

Meeting Date:
September 24, 2024

Title:
Halloween in the Park - Request to Waive Rental Fees & Donation

Issue:
Does the Board want to waive park rental fees and give a donation to support Halloween in the Park?

Background and Additional Information:

Below is the letter of request submitted by the assistant cub master. In 2023 the Village Board approved waiving the rental fees and donated \$500 towards their expenses.

September 16, 2024

Dear Harrison Village Board;

Cub Scout Pack 3061 from Sunrise Elementary School is again hosting Halloween in the Park. It will be on October 19, 2024 from 3:00PM to 6:00PM. We will be collecting food for St. Joseph’s Food Program.

In addition to using the park, we are requesting a donation of \$1,000 from the village to help fund this community event. The money would be used to purchase candy to hand out to the children.

Thank you for your support,
Joe Tenor
Assistant Cubmaster
Pack 3061

Budget Impacts:
\$1,000

Recommended Action:
Approve the request by Scout Pack 3061 to waive park rental fees and donate \$ ____ to support the Halloween in the Park community event.



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Petition from Residents of Stargazer Estates requesting permission to plant trees in the Street right-of-way.

Issue:
Does the Village Board direct staff to develop a tree planting program and bring back in October for approval?

Background and Additional Information:
The owners of Stargazer Estates have submitted a petition to the Village requesting approval to allow street trees to be planted between the sidewalk and the curb line. In 2022, the Village Board voted to deny allowing street trees to be planted in the village right-of-way due to limitations on DPW staffing.

Should the Village Board be in support, Village staff would work to develop a program/process for the homeowners to select a preferred tree species, obtain a R-O-W permit to install and sign a document attached to the R-O-W permit that the property owners need to maintain the tree species. More details will need to be developed for this.

Budget Impacts:
None

Recommended Action:
Motion as determined by the Board.

Attachments:

- [2882_001.pdf](#)

To the Families of Stargazer Estates

The Village of Harrison at present does not allow trees to be planted in the boulevard between sidewalk and curb. Some neighbors, including Cherie and I would like to petition the board to allow it for our subdivision.

Please sign (or not) and pass to your neighbor. If you're the last signature please return to Tim De Groot, N9225 Constellation Dr (920) 257-7946 and we will attempt to include it on a future Board agenda.

Thank You

Tim De Groot

If you have questions please feel free to call.

Boulevard Tree Pition for Stargazer Estates

The residents of Stargazer Eststes are seeking permission from the Village of Harrison to plant trees in the boulevard (area between sidewalk and curb). Trees will be planted in the grass area between driveway aprons, one tree per area (or two) and be the responsibility of the homeowner.

NAME. (Print/sign) ADDRESS. Date

Cherril DeGroot
Cherril DeGroot N 9225 Constellation Dr. 8/26/2024

Julia Boyd
Julia Boyd N 9225 Constellation Dr 8/26/2024

Cindy Lindquist
Cindy Lindquist W 9236 Constellation Dr. 8/27/24

PAUL LINDQUIST
" " " "

Paul J. Jones
" " " "

Patricia Morry
W 6555 Ethan 8/27/24

Nehal Morry
" " 8/27/24

Mari Adhikari
Mari Adhikari W 6861 Ethan Dr. 08/27/24

Sean Stracker
Sean Stracker W 6573 Ethan Dr. 8/27/24

Cindy F. Steud
Cindy F. Steud W 6573 Ethan Dr 8/27/24

Elaine Taylor
Elaine Taylor W 6581 Ethan Dr. 8/27/24

Bob Ferrante
Bob Ferrante W 6599 Ethan Dr. 8/27/24

The residents of Stargazer Estates are seeking permission from the Village of Harrison to plant trees in the boulevard (area between sidewalk and curb). Trees will be planted in the grass area between driveway aprons, one tree per area (or 2) and be the responsibility of the homeowner.


NAME. (Print/sign) ADDRESS. Date


Andrew Lischefski  W6634 Ethan Dr. 8/27/24

Katie Schewalter W6628 Ethan Drive 8/27/24

JR Jordan Ryder W6622 Ethan Dr 8/27/24

Kristin Ryder ~~Kristin Ryder~~ W6622 Ethan Dr. 8/27/24

Carly Verstegen  W6604 Ethan Drive 8/27/24

Josh Versteg  W6604 Ethan Dr 8/27/24

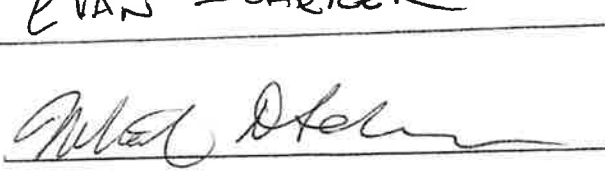
Elias Fortuna W6598 Ethan Dr 8/27/24

~~Kay~~ Matt Petersen W6592 Ethan Dr. 8/27/24

Jeff Zimmer N9219 Constellation Dr 8/27/24

Thomas Mitzen N9224 Constellation Dr 8/27/24

EVAN SUMNER N9230 CONSTELLATION DRIVE

 (2) N9231 Constellation Blvd

The residents of Stargazer Estates are seeking permission from the Village of Harrison to plant trees in the boulevard (area between sidewalk and curb). Trees will be planted in the grass area between driveway aprons, one tree per area (or 2) and be the responsibility of the homeowner.



NAME. (Print/sign) ADDRESS. Date

Melissa Giff N9237 Constellation 8-27-24

Nancy Pusch N9243 Constellation 8-26-24

Scott Skaletski N9242 Constellation 8-27-2024

MAT Puck N9219 Constellation 8-27-2024

Peter A. Gorham W6633 Ethan Dr 8-27-2024

Mianda Wollen W6584 Ethan Dr. 8-29-24

~~Scott~~ W6641 Ethan Dr 8-29-24

Andy M... W6646 ETHAN DR 8/29/24



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Request from Lake Park Road Neighbors for installation of static radar/speed limit sign.

Issue:
Does the Village Board approve approximate \$6,400 to purchase and install two static radar speed limit sign?

Background and Additional Information:
Village staff has been in contact with the Calumet County Sheriff's Department. Targeted enforcement and the radar trailer have been deployed to Lake Park Road. The Sheriff's Department has provided information that is attached from the radar trailer. The posted speed limit is 35 mph.

Please pay attention to the last graph about "Speeds." The 85% line is the speed at which 85% of the drivers along a road travel below.

Basically, 85% of the vehicles on the road believe that is the top speed they should be travelling for that road at that time of the day and under those conditions. For Lake Park Rd, it appears to be **5-7 mph** over which is a fairly reasonable speed.

Village staff does not have money budgeted in 2024 to fund these signs.

Budget Impacts:
Estimated at \$6,400

Recommended Action:
Motion as determined by the Board.

- Attachments:**
- [2999_001.pdf](#)
 - [compliance_risk.pdf](#)

Chad Pelishek

From: Brian Leitzinger <bleitzinger@gmail.com>
Sent: Tuesday, August 27, 2024 5:49 PM
To: Chad Pelishek
Subject: Fwd: Lake Park Road Traffic

----- Forwarded message -----

From: **Brian Leitzinger** <bleitzinger@gmail.com>
Date: Mon, Aug 19, 2024 at 6:57 AM
Subject: Lake Park Road Traffic
To: Joseph Tenor <joseph.tenor@calumetcounty.org>, Matthew Stoegbauer <matthewstoegbauer@gmail.com>, Matt Lancaster <mlancaster@harrison-wi.org>, Chad Pelishek <cpelishek@harrison-wi.org>

Lt. Tenor

I'd like to start by thanking you and your deputies for the directed traffic enforcement you conducted a couple of months ago. I believe we saw a reduction in speeding vehicles and loud exhaust for a little while. I'm writing to you because it is getting out of hand again. There are a few vehicles with modified exhaust that are downright obnoxious! I will try to obtain license plates of those vehicles for you. If you recall, there was a grey and yellow Neon we gave you plate numbers for, they are back at it! There is also a black/dark colored BMW that I will try and get a license plate for as well.

With your houses being situated just north of the roundabout at Manitowoc Rd, we experience several drivers "gunning" it as they head north out of the roundabout. I would like to see if the Village could start discussing the purchase of a solar powered static radar/speed limit sign and placed adjacent to our properties. I would also like to see more traffic enforcement between Manitowoc and Midway roads. Lt. Tenor, just an overall suggestion I'd like to make as well. I would sure hope your department encourages deputies to stop and address ANY vehicles with loud or modified exhaust. This is a huge quality of life issue for me and I have to believe it is for others as well. I wish all the police departments in the area would prioritize this issue with their officer's self initiated activity.

If you have any questions, please give me a call. 920-205-2812.

Brian



Compliance & Risk Report

Lake Park / Ethan N/B, NB

Start: 2024-06-14
 End: 2024-06-21
 Times: 0:00:00-23:59:59

Medium Risk Threshold: Speed Limit + 10
 High Risk Threshold: Speed Limit + 20
 Speed Range: 1 to 150
 Time View: By Hour (Total Volumes)

Time	Speed Limit	Mode	Compliant	Low Risk	Medium Risk	High Risk	Total Num Vehicles
0:00	35	Dependent Messages	140	229	6	0	375
1:00	35	Dependent Messages	114	170	6	2	292
2:00	35	Dependent Messages	112	119	6	0	237
3:00	35	Dependent Messages	189	329	12	1	531
4:00	35	Dependent Messages	430	671	42	0	1143
5:00	35	Dependent Messages, Single Message	601	1401	64	0	2066
6:00	35	Dependent Messages, Single Message	744	1779	67	0	2590
7:00	35	Dependent Messages, Single Message	1081	1819	34	0	2934
8:00	35	Dependent Messages, Single Message	1038	1765	45	1	2849
9:00	35	Dependent Messages, Single Message	1112	1810	41	0	2963
10:00	35	Dependent Messages, Single Message	1056	1817	48	0	2921
11:00	35	Dependent Messages, Single Message	1025	1742	65	0	2832
12:00	35	Dependent Messages, Single Message	1016	1905	45	0	2966
13:00	35	Dependent Messages, Single Message	838	1448	54	0	2340
14:00	35	Dependent Messages, Single Message	759	1395	56	2	2212
15:00	35	Dependent Messages, Single Message	906	1494	53	2	2455
16:00	35	Dependent Messages, Single Message	820	1582	58	0	2460
17:00	35	Dependent Messages, Single Message	767	1467	54	0	2288
18:00	35	Dependent Messages, Single Message	781	1369	40	2	2192
19:00	35	Dependent Messages, Single Message	716	1383	47	1	2147



Start: 2024-06-14
End: 2024-06-21
Times: 0:00:00-23:59:59

Compliance & Risk Report

Lake Park / Ethan N/B, NB

Medium Risk Threshold: Speed Limit + 10

High Risk Threshold: Speed Limit + 20

Speed Range: 1 to 150

Time View: By Hour (Total Volumes)

Time	Speed Limit	Mode	Compliant	Low Risk	Medium Risk	High Risk	Total Num Vehicles
20:00	35	Dependent Messages, Single Message	774	1362	51	0	2187
21:00	35	Dependent Messages	710	1090	26	2	1828
22:00	35	Dependent Messages	568	655	18	0	1241
23:00	35	Dependent Messages	377	470	27	1	875
Total			16674	29271	965	14	46924



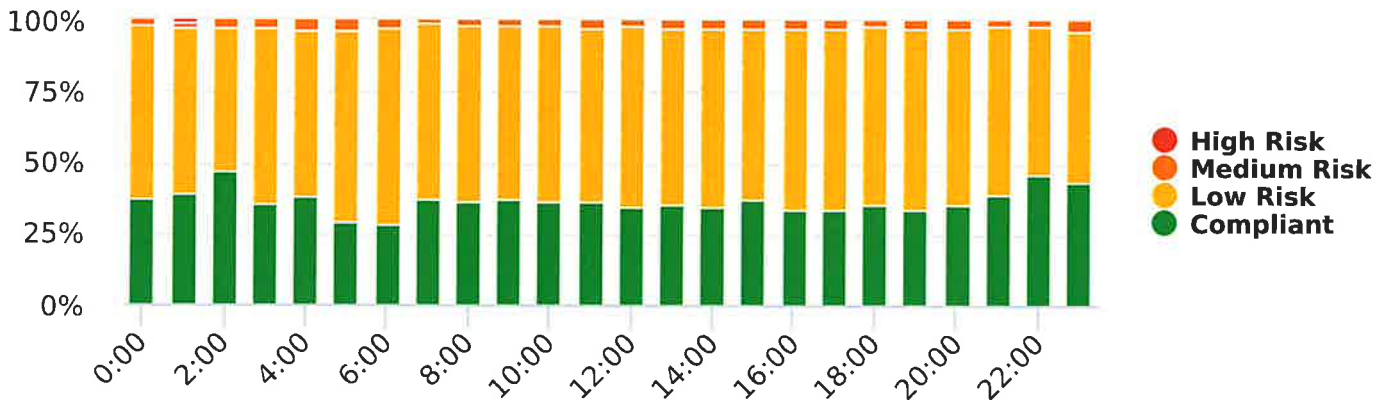
Compliance & Risk Report

Lake Park / Ethan N/B, NB

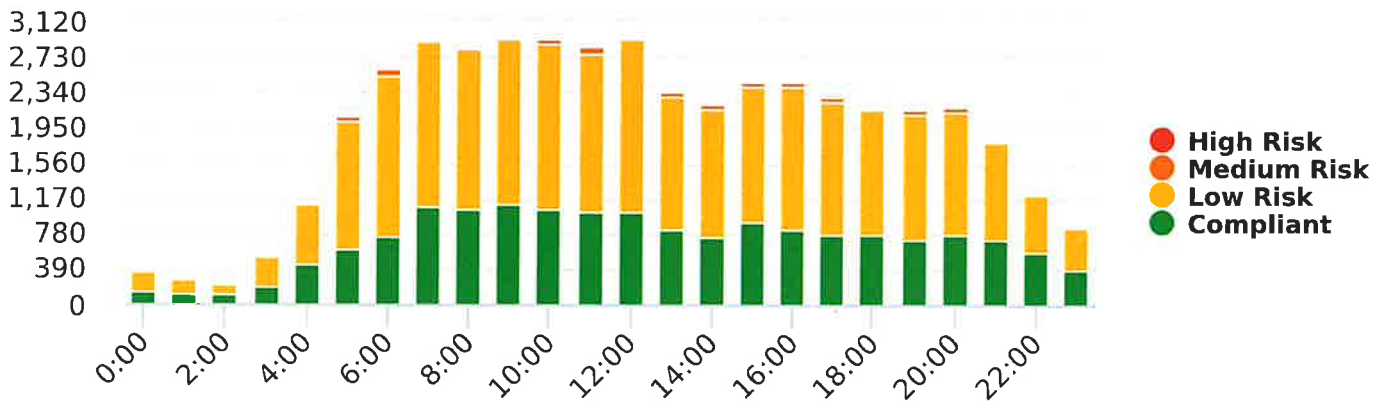
Start: 2024-06-14
 End: 2024-06-21
 Times: 0:00:00-23:59:59

Medium Risk Threshold: Speed Limit + 10
 High Risk Threshold: Speed Limit + 20
 Speed Range: 1 to 150
 Time View: By Hour (Total Volumes)

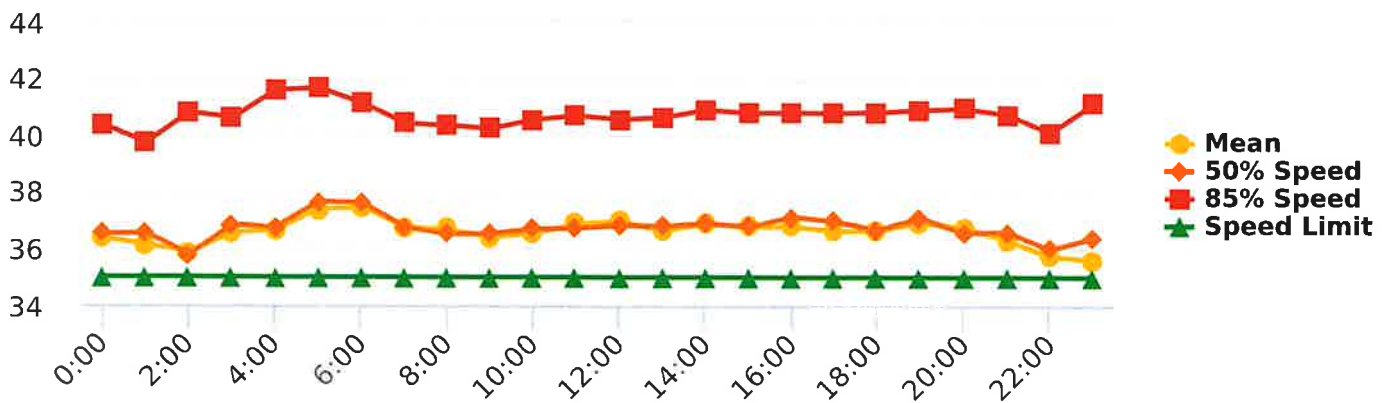
Compliance % by Hour (Totals)



Compliance by Hour (Totals)



Speeds





VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Ordinance V24-13 and Zoning Map Amendment (Rezoning) – Jon Diedrich – W4297 County B – Part of Parcel 40956

Issue:
Does the Village Board approve the zoning map amendment (rezoning) for Jon Diedrich – W4297 County B – Part of Parcel 40956?

Background and Additional Information:

The applicant is proposing to rezone 2.3 acres within parcel 40956, located at W4297 County B, from General Agriculture [AG] to Rural Residential [RR]. The proposed rezoning is for flag lot, created by a Certified Survey Map (CSM).

The purpose of the rezoning is to create a 1-lot residential parcel for a new home. JJJ&D Farms, LLC—owner of parcel, 40956—has entered into contract to sell the applicant land once the lot is created via CSM. The applicant also is a member of JJJ&D Farms, LLC.

The proposed CSM is a separate agenda item.

The Comprehensive Plan and Future Land Use Map identifies this property as ‘Ag, Vacant, Undeveloped.’ The Rural Residential [RR] district is intended to be approved in areas identified as Single Family Residential (unsewered), Farmstead Homes and Ag, Vacant, Undeveloped on the future land use map in the Comprehensive Plan. The proposed rezoning is consistent with the Comprehensive Plan.

Findings of Fact:

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

Budget Impacts:

None

Recommended Action:

The Plan Commission recommends approval of the Zoning Map Amendments from General Agriculture [AG] to Rural Residential [RR] as submitted.

Attachments:

- [V24-13 Zoning Map Amendment - Diedrich - parcel 40956.pdf](#)
- [Aerial 1.pdf](#)
- [Aerial 2.pdf](#)

- Zoning Map - Parcel 40956.pdf

ORDINANCE V24-13

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

(Jon Diedrich, Part of Parcel 40956)

WHEREAS, a public hearing on the zoning map amendment was held by the Harrison Plan Commission on September 17, 2024; and

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

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

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

Land contained wholly within Parcel No. 40956 and specifically described as:

Part of the Northwest ¼ of the Northeast ¼, Section 32, Township 20 North, Range 19 East, Village of Harrison, Calumet County, Wisconsin which is more fully described as follows: Commencing at the North ¼ Corner of said Section 32; thence S88°06'05"E, 218.52 feet along the north line of the Northeast ¼ of said Section 32; thence S03°10'38"W, 71.37 feet to the to the point of beginning; thence continuing S03°10'38"W, 1063.73 feet; thence S39°48'20"E, 86.39 feet, thence S89°28'17"E, 344.70 feet; thence S00°05'37"E, 43.15 feet, thence N89°54'23"E, 262.51 feet; thence N00°05'37"W, 197.32 feet; thence S89°54'23"W, 262.51 feet; thence S00°05'37"E, 121.16 feet; thence N89°28'17"W, 329.07 feet; thence N39°48'20"W, 5812 feet, thence N03°10'38"E, 1052.03 feet; thence N89°04'07"W, 33.03 feet to the beginning.

Subject to all easements and restrictions of record.

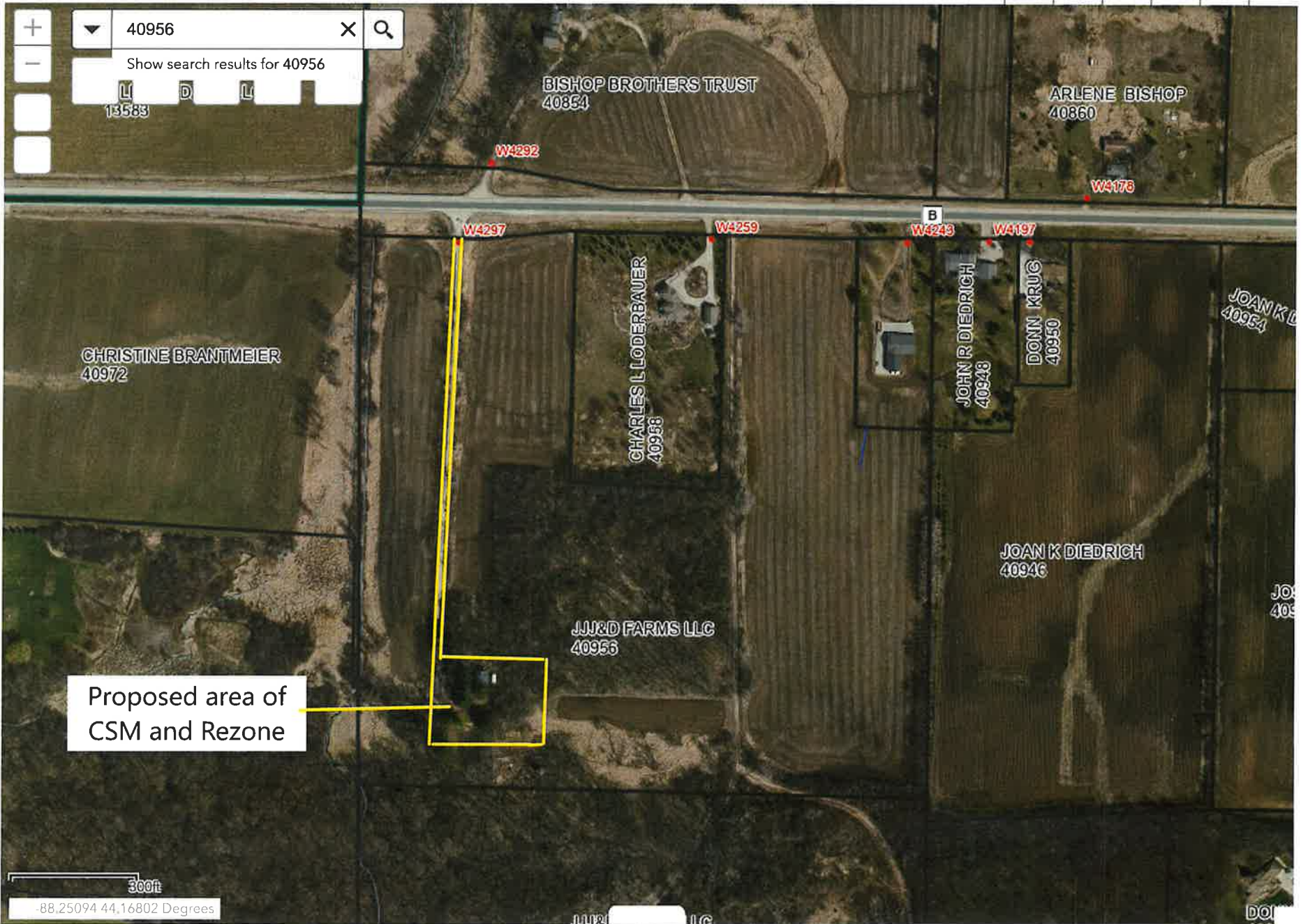
EFFECT. This ordinance shall be in force and effect upon passage as provided by law. Upon passage, the Village zoning administrator is authorized and directed to make necessary changes to the official zoning map of the Village of Harrison, all in accordance with this Ordinance.

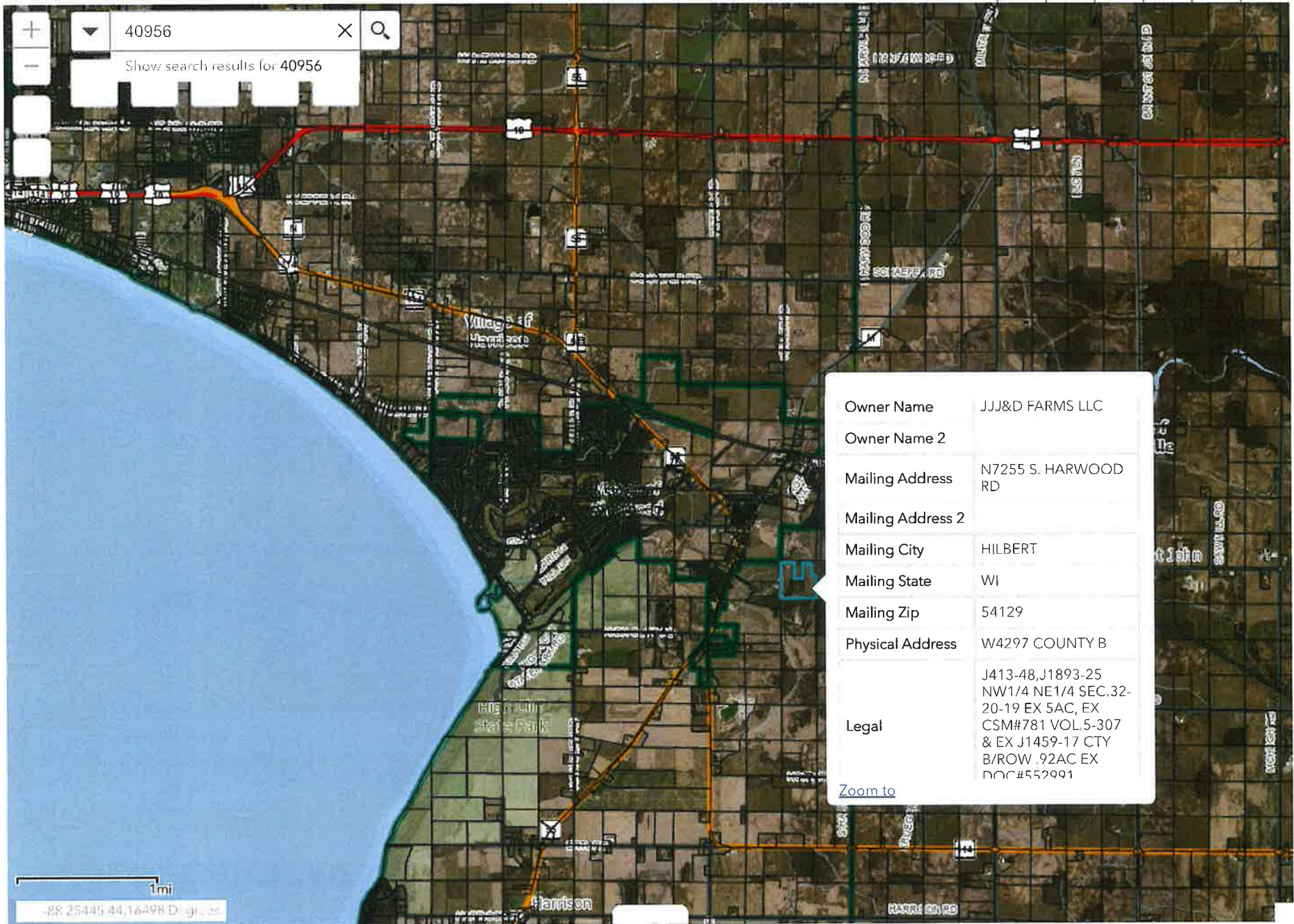
Introduced, Approved, and Adopted by the Village Board of the Village of Harrison on this 24th day of September 2024.

Allison Blackmer, Village President

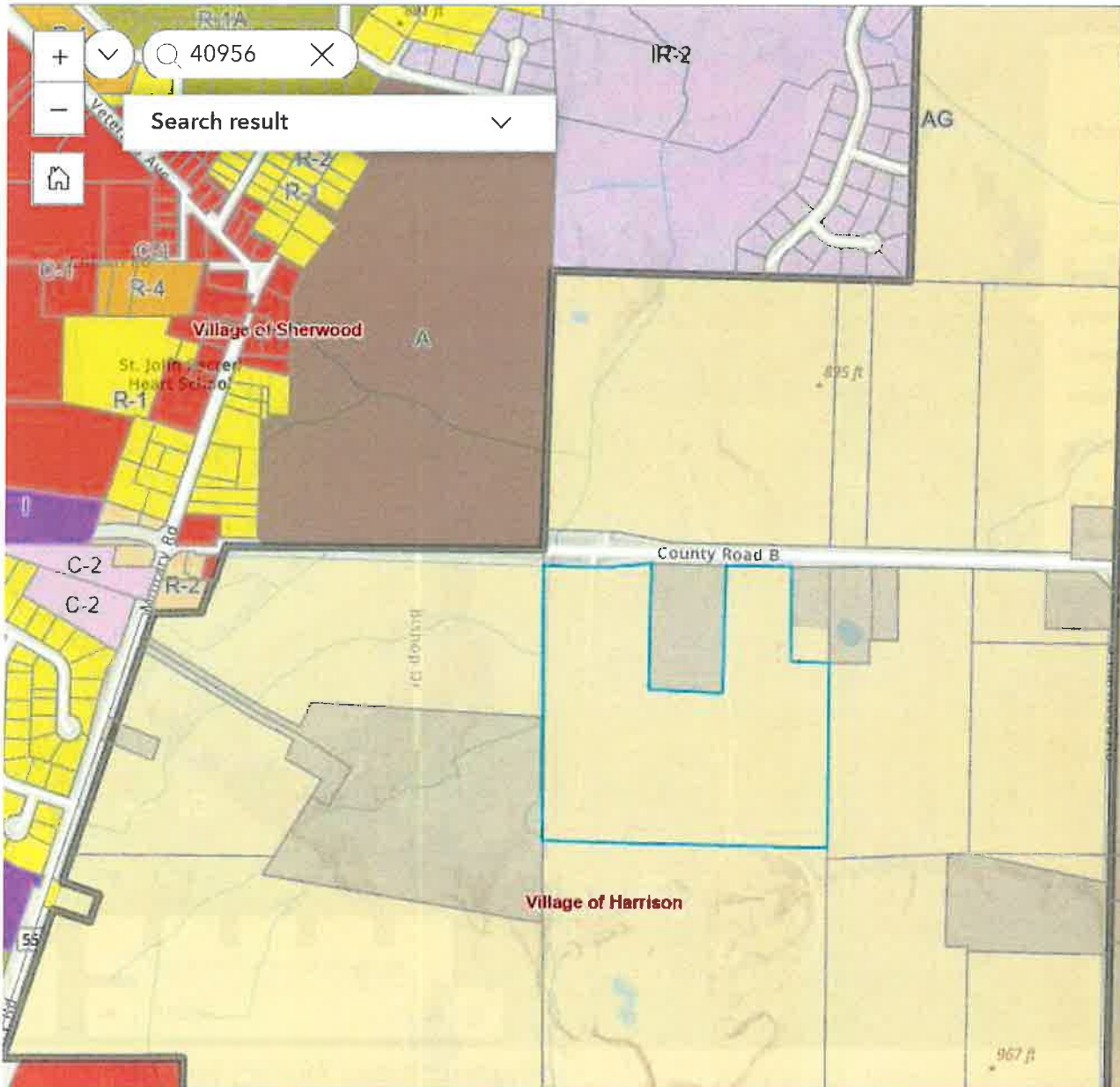
Attest: Vicki L. Tessen, Village Clerk

Recorded Vote: ___ For ___ Against





Calumet County Zoning Map



Legend

Zoning Municipal

Zoning Village Of Harrison

- General Agriculture
- Rural Residential
- Single Family Residential (Suburban)
- Single Family Residential (Traditional)
- Two Family Residential
- Multiple Family Residential
- Neighborhood Commercial
- Office and Retail Commercial
- Community Commercial
- Business Park
- Industrial and Manufacturing
- Natural and Conservancy
- Shoreland Overlay
- Shoreland-Wetland Overlay
- Planned Development Overlay

Zoning Village Of Sherwood

- A
- C-1



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Certified Survey Map (CSM) — Jon Diedrich – W4297 County B – Part of Parcel 40956

Issue:
Does the Village Board approve the Certified Survey Map?

Background and Additional Information:

The applicant is proposing to create a new flag lot by splitting 2.3 acres of land from parcel 40956, which is 32.11 acres. The proposed location is site address W4297 County B.

The purpose of the CSM is to create a 1-lot residential parcel for a new home. The applicant is an owner-member of parent parcel 40956.

The driveway of the flag lot is 33 feet which meets the minimum lot width as defined per village code (Sec. 117-49). Flag lots are only allowed in General Agriculture [AG] or Rural Residential [RR] zoning districts.

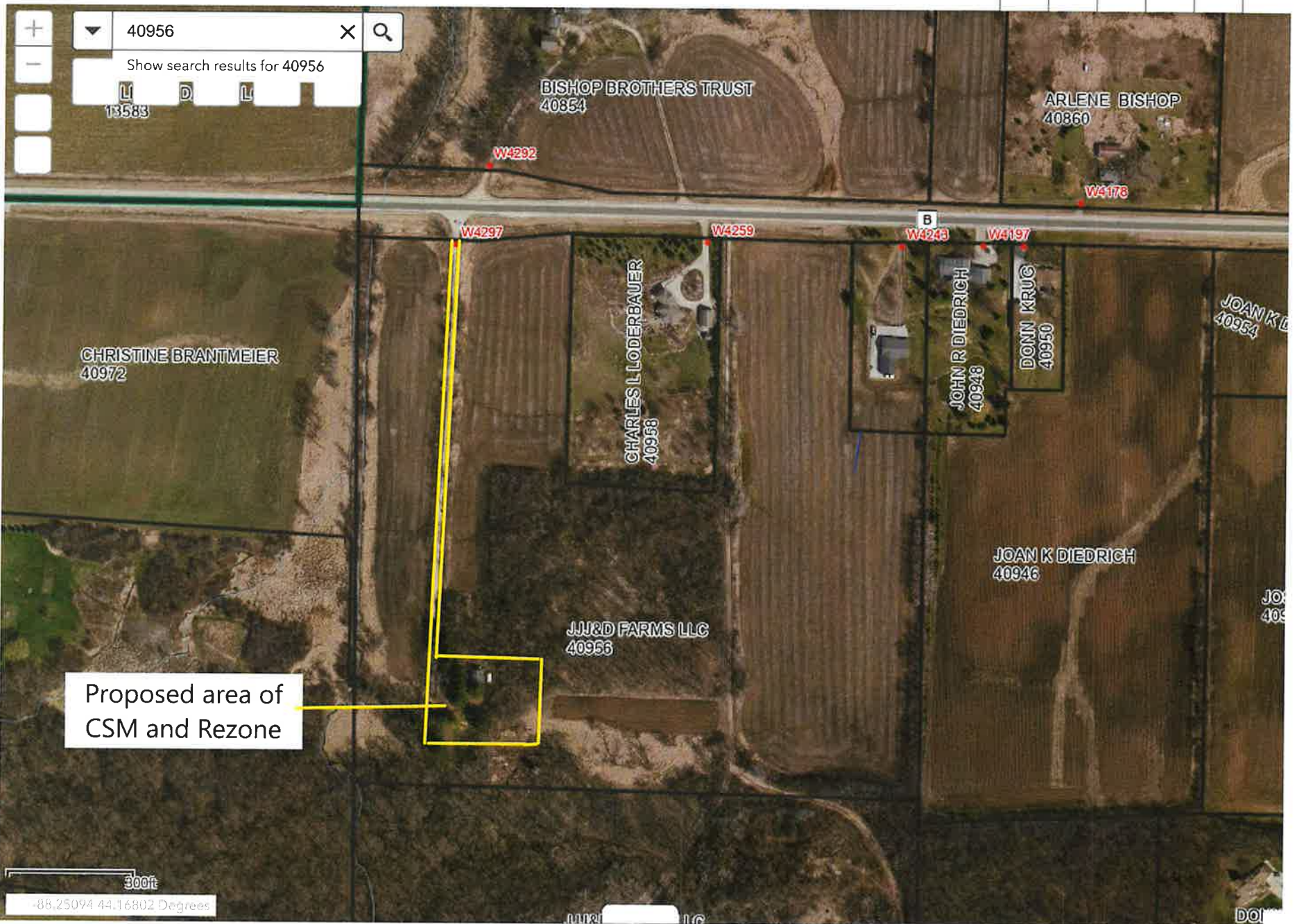
The area of the CSM is zoned General Agriculture [AG] but a separate agenda item proposes to rezone the area to Rural Residential [RR].

There are established residential lots zoned Rural Residential to the east, north, and west of the proposed new lot. CSM. JJJ&D Farms, LLC owns the parcel to the south.

Budget Impacts:
None

Recommended Action:
The Plan Commission recommends approval of the Certified Survey Map (CSM) request as submitted.

- Attachments:**
- [Aerial 1.pdf](#)
 - [Certified Survey Map.pdf](#)



Proposed area of CSM and Rezone

300ft
-88.25094 44.16802 Degrees

CERTIFIED SURVEY MAP

Part of the Northwest 1/4 of the Northeast 1/4, Section 32, Township 20 North, Range 19 East, Village of Harrison, Calumet County, Wisconsin

SURVEYOR'S CERTIFICATE

I, David Hebert, Professional Wisconsin Land Surveyor, do hereby certify that I have surveyed, divided and mapped part of the Northwest 1/4 of the Northeast 1/4, Section 32, Township 20 North, Range 19 East, Village of Harrison, Calumet County, Wisconsin which is more fully described as follows:

Commencing at the North 1/4 Corner of said Section 32; thence S88°06'05"E, 218.52 feet along the north line of the Northeast 1/4 of said Section 32; thence S03°10'38"W, 71.37 feet to the to the point of beginning; thence continuing S03°10'38"W, 1063.73 feet; thence S39°48'20"E, 86.39 feet; thence S89°28'17"E, 344.70 feet; thence S00°05'37"E, 43.15 feet; thence N89°54'23"E, 262.51 feet; thence N00°05'37"W, 197.32 feet; thence S89°54'23"W, 262.51 feet; thence S00°05'37"E, 121.16 feet; thence N89°28'17"W, 329.07 feet; thence N39°48'20"W, 58.12 feet; thence N03°10'38"E, 1052.03 feet; thence N89°04'07"W, 33.03 feet to the point of beginning.

I further certify that the map heron is a correct representation of all of the exterior boundaries of the land surveyed and the division of that land; that I have made said division by order and under direction of the owners of said lands; and that I have fully complied with the code of ordinances of the Village of Harrison, Calumet County, Wisconsin and with Chapter 236.34 of the Wisconsin statutes in surveying, dividing and mapping the same.

David Hebert 8-15-24
David Hebert PLS Date



NOTES

- 1. This Certified Survey Map is all of tax parcel number 40956
- 2. The property owners of record are JJJ & D Farms LLC.
- 3. This Certified Survey Map is contained wholly within the lands described in document # 552991

OWNER'S CERTIFICATE

As owner(s), I (we) hereby certify that I (we) caused the land described hereon to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. We also certify that this plat is required by S. 236.34 of the Wisconsin statutes and the Calumet County land subdivision regulations to be submitted to the Calumet County Planning and Zoning Committee for approval or objection.

JJJ & D Farms LLC. N7255 S. Harwood Rd. Hilbert, WI. 54129

STATE OF WISCONSIN)
CALUMET COUNTY)^{SS}
Personally came before me this _____ day of _____, 20____, the above named owners, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public My commission expires _____

VILLAGE OF HARRISON

This Certified Survey Map was approved by the Village of Harrison on this _____ day of _____, 20____.

Village President Village Clerk

TREASURER'S CERTIFICATE

I hereby certify that there are no unpaid taxes or unpaid special assessments on any of the lands included in this minor subdivision

Village of Harrison Treasurer Date



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Site Plan Review – Darboy BP Alterations – N9690 County N – Parcel 34396

Issue:
Does the Village Board approve the alterations site plan for Darboy BP?

Background and Additional Information:

The Darboy BP (the BP gas station and mini-mart) has submitted a proposal for an interior remodel to create a small dining area while adding a drive-thru window to the northeast side of the building. The Darboy BP is located at the corner intersection of County KK and County N—parcel 34396.

The planned dining area will be 1,236 square feet, located in the northeast corner of the existing building. There will be an interior partition separating it from the mini-mart. **No building expansion is proposed.** A drive-thru will be added, adjusting the parking lot markings on the north side of the building. The traffic for the drive-thru will start on the south side of the building and circle around the rear. The fire chief has no issue with the proposal.

The main entrance of the dining area is through the front entrance of the corner store. There will be a secondary back entrance, with a walkway encased by protective bollards.

The proposed hours are 5:00 am to 8:00 pm. Hours of the service station and mini-mart will not change. No new commercial vehicles will be parked on site as a result of the proposed alterations. No outdoor storage is proposed.

Staff held a predevelopment meeting August 28th with the applicant to discuss the site plan. Staff had concerns about parking on the north side. Staff recommended a parking barrier separating the drive-thru lane and the adjusted parking lots.

Budget Impacts:

None

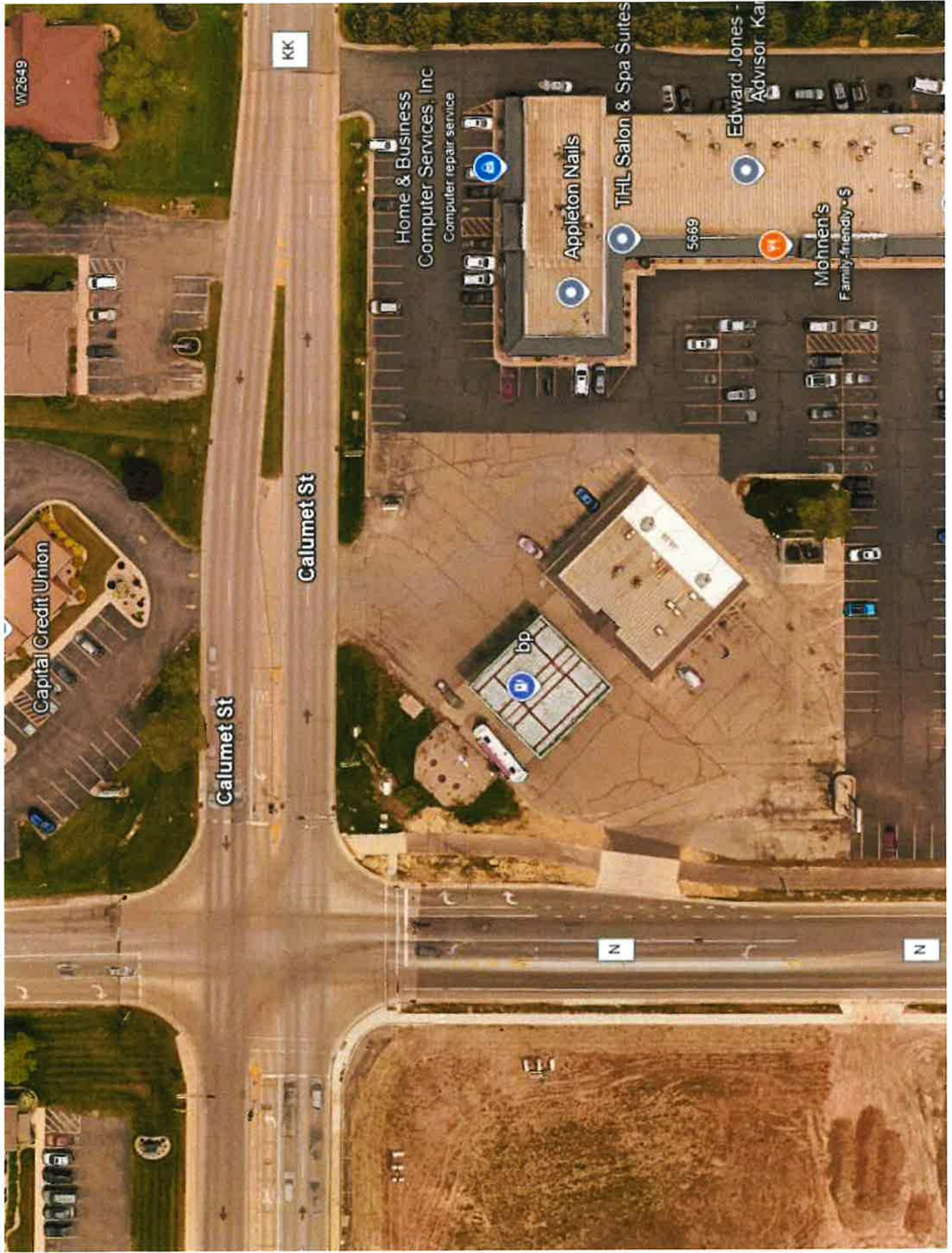
Recommended Action:

Staff recommends approval of the site plan with the following conditions.

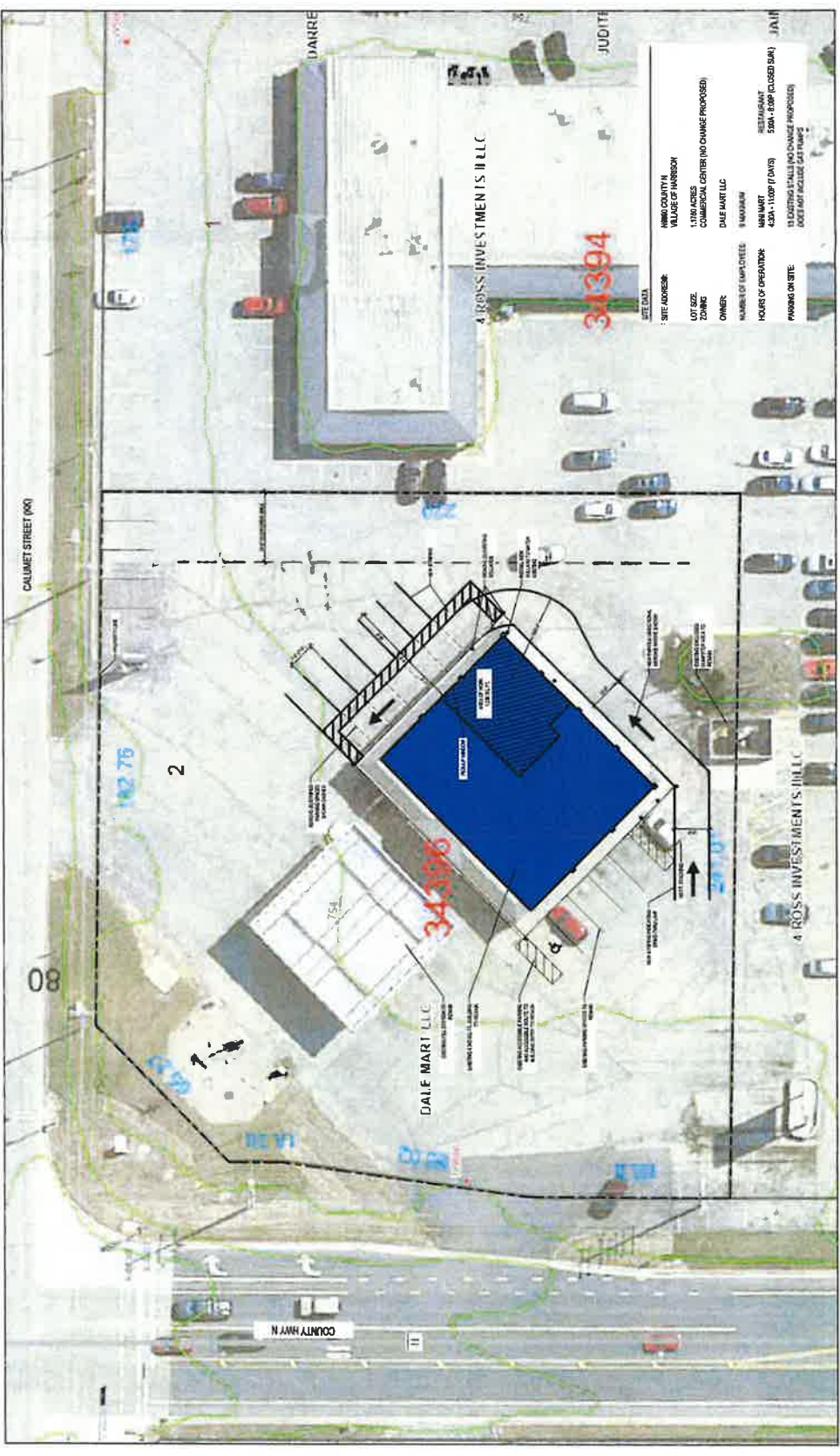
1. Prior to occupancy being issued, a parking barrier is installed on the north side of the building, separating the drive-thru lane from the adjusted parking spaces.
2. Only those uses permitted in the applicable zoning district shall be allowed within the development.
3. All applicable local, County, and State rules, regulations, and ordinances shall be met.

Attachments:

- Aerial - Darboy Corner Store.pdf
- 3515_001.pdf
- Site Plan Summary.pdf



DATE MART LLC INTERIOR ALTERATION DARBOY CORNER STORE 19690 CTH-N APPLETON, WI 54915		 MATHEWSON & EISELE, Inc. 1777 KENNEDY BLVD MILWAUKEE, WI 53225 PHONE: 414.336.2700 FAX: 414.336.2701 WWW.MATHEWSONAND EISELE.COM MATHEWSON & EISELE ENGINEERING ARCHITECTURE	
SCALE 1/16" = 1'-0"	SHEET 11/17/2023	SHEET NO. C.1.1 PROJECT NO. 23052	
TITLE: SITE PLAN			



SITE PLAN
1/16" = 1'-0"

SITE DATA

SITE ADDRESS:	19690 CTH-N VILLAGE OF HARRISON
LOT USE:	COMMERCIAL CENTER (NO CHANGE PROPOSED)
OWNER:	DALE MART LLC
NUMBER OF EMPLOYEES:	15 MAXIMUM
HOURS OF OPERATION:	MARKET 630A - 1100P (7 DAYS) RESTAURANT 530A - 800P (CLOSED SUNDAY)
PARKING ON SITE:	EXISTING 51 SPACES AND CHANGE PROPOSED DOES NOT INCLUDE CAR PLACES

Martenson & Eisele, Inc. 1377 Rockway Road Plymouth, WI 53435 920.731.0381 920.236.0381 www.martenson-eisele.com Engineering Architecture	DALE MART LLC INTERIOR ALTERATION DARBOY CORNER STORE N9690 CTH-N APPLETON, WI 54915	DATE: 07/20/2023 DRAWN BY: J. L. MANSION PROJECT NO.: 11772300	FLOOR PLAN SCALE: 1/4" = 1'-0" (ALL UNLESS NOTED) DATE: 07/20/2023	GENERAL NOTE: A1.1
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GENERAL CONSTRUCTION NOTES

1. THE DATE OF PUBLICATION OF THIS DOCUMENT IS THE DATE OF PUBLICATION OF THE LAST REVISION. ANY CHANGES TO THE ORIGINAL DESIGN OR CONSTRUCTION SHALL BE INDICATED BY A REVISION TABLE AND SHALL BE SUBJECT TO THE SAME REVISIONS AS THE ORIGINAL DESIGN AND CONSTRUCTION. REVISIONS TO THE ORIGINAL DESIGN AND CONSTRUCTION SHALL BE SUBJECT TO THE SAME REVISIONS AS THE ORIGINAL DESIGN AND CONSTRUCTION.

2. ALL DIMENSIONS ARE TO FACE UNLESS INDICATED OTHERWISE.

3. UNLESS OTHERWISE NOTED, ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE 2018 INTERNATIONAL BUILDING CODE (IBC).

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR SCHEDULING AND COORDINATING WITH ALL OTHER TRADES AND PROFESSIONALS INVOLVED IN THE PROJECT.

5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND ADJACENT PROPERTIES AT ALL TIMES. ANY DISRUPTIONS TO UTILITIES OR ADJACENT PROPERTIES SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE AGENCIES AND ADJACENT PROPERTY OWNERS.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING STRUCTURES AND UTILITIES THAT ARE TO REMAIN. ANY DAMAGE TO EXISTING STRUCTURES OR UTILITIES SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE AGENCIES AND ADJACENT PROPERTY OWNERS.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL TREES AND PLANTS ON THE PROJECT SITE. ANY DAMAGE TO TREES OR PLANTS SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE AGENCIES AND ADJACENT PROPERTY OWNERS.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL SOILS ON THE PROJECT SITE. ANY DAMAGE TO SOILS SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE AGENCIES AND ADJACENT PROPERTY OWNERS.

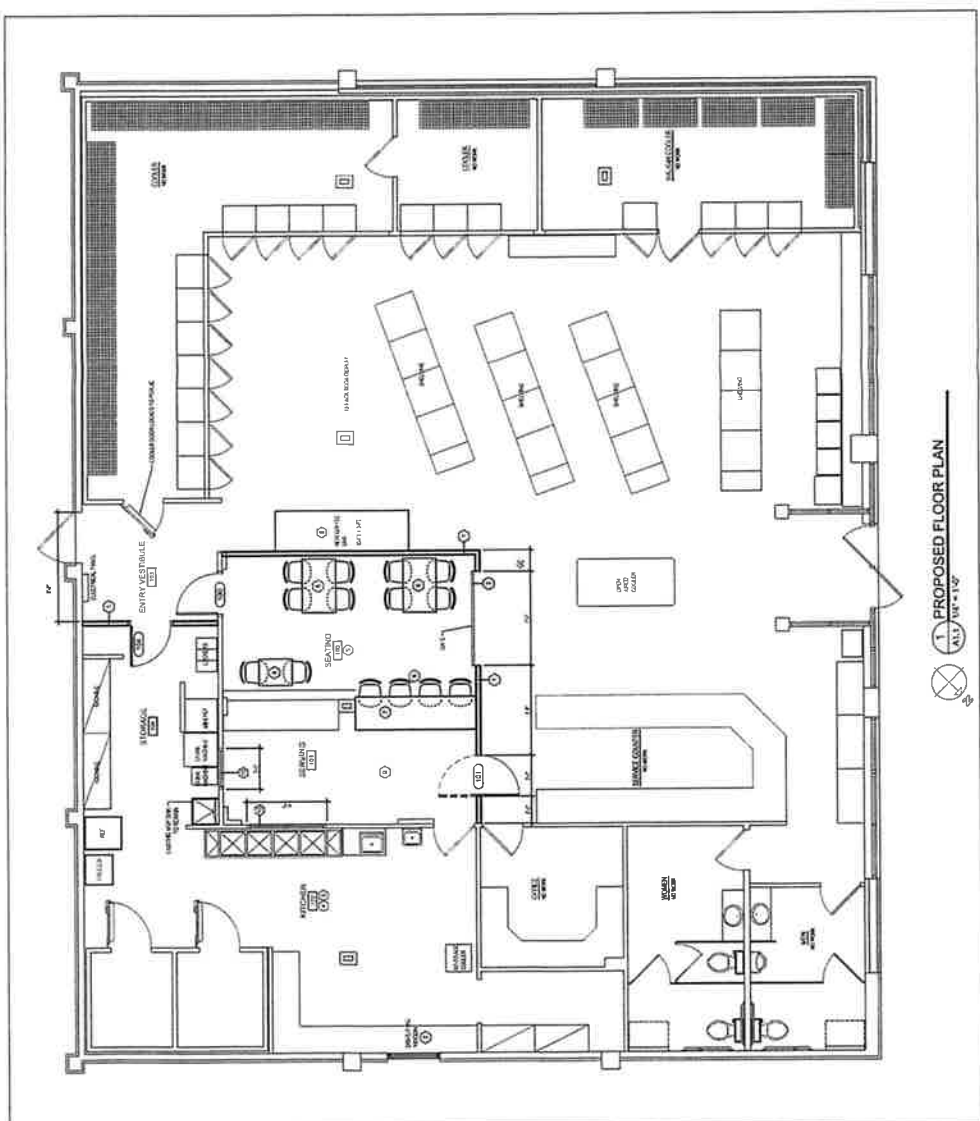
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL ADJACENT PROPERTIES AND UTILITIES. ANY DAMAGE TO ADJACENT PROPERTIES OR UTILITIES SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE AGENCIES AND ADJACENT PROPERTY OWNERS.

NEW WORK PLAN NOTES

- (1) INTERIOR WALLS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2018 INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE 2018 INTERNATIONAL BUILDING CODE (IBC).
- (2) ALL INTERIOR WALLS ARE TO BE FINISHED WITH 1/2" TYPE X-1 GYPSUM BOARD AND FINISHED WITH A QUALITY INTERIOR PAINT.
- (3) INTERIOR CEILING IS TO BE FINISHED WITH 5/8" TYPE X-1 GYPSUM BOARD AND FINISHED WITH A QUALITY INTERIOR PAINT.
- (4) ALL INTERIOR FLOORING IS TO BE FINISHED WITH A QUALITY MATERIAL.
- (5) ALL INTERIOR DOORS ARE TO BE FINISHED WITH A QUALITY MATERIAL.
- (6) ALL INTERIOR WINDOWS ARE TO BE FINISHED WITH A QUALITY MATERIAL.
- (7) ALL INTERIOR LIGHT FIXTURES ARE TO BE FINISHED WITH A QUALITY MATERIAL.
- (8) ALL INTERIOR ELECTRICAL WORK IS TO BE FINISHED IN ACCORDANCE WITH THE 2018 NATIONAL ELECTRICAL CODE (NEC).
- (9) ALL INTERIOR PLUMBING WORK IS TO BE FINISHED IN ACCORDANCE WITH THE 2018 INTERNATIONAL PLUMBING CODE (IPC).
- (10) ALL INTERIOR MECHANICAL WORK IS TO BE FINISHED IN ACCORDANCE WITH THE 2018 INTERNATIONAL MECHANICAL CODE (IMC).

FINISH NOTES

- (1) ALL INTERIOR WALLS ARE TO BE FINISHED WITH 1/2" TYPE X-1 GYPSUM BOARD AND FINISHED WITH A QUALITY INTERIOR PAINT.
- (2) ALL INTERIOR CEILING IS TO BE FINISHED WITH 5/8" TYPE X-1 GYPSUM BOARD AND FINISHED WITH A QUALITY INTERIOR PAINT.
- (3) ALL INTERIOR FLOORING IS TO BE FINISHED WITH A QUALITY MATERIAL.
- (4) ALL INTERIOR DOORS ARE TO BE FINISHED WITH A QUALITY MATERIAL.
- (5) ALL INTERIOR WINDOWS ARE TO BE FINISHED WITH A QUALITY MATERIAL.
- (6) ALL INTERIOR LIGHT FIXTURES ARE TO BE FINISHED WITH A QUALITY MATERIAL.
- (7) ALL INTERIOR ELECTRICAL WORK IS TO BE FINISHED IN ACCORDANCE WITH THE 2018 NATIONAL ELECTRICAL CODE (NEC).
- (8) ALL INTERIOR PLUMBING WORK IS TO BE FINISHED IN ACCORDANCE WITH THE 2018 INTERNATIONAL PLUMBING CODE (IPC).
- (9) ALL INTERIOR MECHANICAL WORK IS TO BE FINISHED IN ACCORDANCE WITH THE 2018 INTERNATIONAL MECHANICAL CODE (IMC).



1. PROPOSED FLOOR PLAN
 (ALL UNLESS NOTED)

August 19, 2024

Josh Sherman
Assistant Planner
Village of Harrison
W5298 State Road 114
Menasha, WI 54952

**RE: Site Plan Application
Darboj Corner Store Alterations | N9690 Country Road N**

Mr. Sherman:

Enclosed please find our application materials and payment for Site Plan Review of the above referenced project. The proposed project scope includes interior alterations to the existing building to create a small dining and serving area. No building expansion is proposed. A drive-through window will be added to the north side of the building, as will the adjusted parking lot markings shown on the enclosed plan.

Mr. Tiwari, the business owner, states the current hours of operation of the service station and mini-mart will not change. It is open 7 days per week, 4:30 am to 11:00 pm. The proposed restaurant is expected to be open 5:00 am to 8:00 pm. The restaurant will be closed on Sundays. Currently, the business is staffed by up to 6 employees. Three more will be added when the restaurant is operating. No new commercial vehicles will be parked on site as a result of the proposed alterations. No outdoor storage is proposed.

Please do not hesitate to contact me with any further questions.

Sincerely,

Martenson & Eisele, Inc.



Christopher Bauknecht AIA, NCARB
Project Architect

CC: Dinesh Tiwari, Dale Mart LLC



Village of Harrison
W5298 Hwy 114
Menasha, WI 54952
(920) 989-1062

Site Plan Application

Contact Information

Owner/Applicant
Name: Dinesh Tiwari
Company: Dale Mart LLC
Address: 955 Lotus Trl
City/St/ZIP: Menasha, WI 54952-8852
Telephone:
Fax:
Email: hollandtownbp@gmail.com

Engineer/Architect
Name: Christopher Bauknecht
Company: Martenson & Eisele, Inc.
Address: 1377 Midway Road
City/St/ZIP: Menasha, WI 54952
Telephone: (920) 731-0381
Fax:
Email: chrisb@martenson-eisele.com

Property Information

Project Name: Darboy Corner Store Alterations
Site Address: N9690 County Road N, Appleton, WI 54915
Lot Size: 1.1760 Acres
Structure Size: 4,345 Square Feet
Site Zoning: Commercial Center
Proposed Zoning: Commercial Center

Surrounding Land Uses:

North: Local Commercial
East: Commercial Center
South: Commercial Center
West: Commercial Center

Submittal Requirements & Fees

Submittal Requirements:

- Application
Plan Set (9 copies + 1 copy at 11x17)
Letter of Application
Building Plan
Site Plan
Landscape Plan
Utility Plan
Erosion Control & Storm Water Management Plan (2 copies only) & Application

Fees:

- Base Fee (to be paid at the time of application)
Commercial Site - \$300.00
Industrial Site - \$500.00
Erosion Control & Stormwater Management
Included in the Erosion Control & Stormwater Management Application & Permit

Signatures

By the execution of this application, the applicant or their agent hereby authorizes the Village of Harrison or its agents to enter the property during the hours of 7:00 AM to 6:00 PM daily for inspection. The applicant grants the Village of Harrison or its agents this authority even if this land is posted against trespass pursuant to Sec. 943.13 Wis. Stats.

Signature: [Handwritten Signature] Date: 08/19/2024

Office Use Only: Fee: Receipt #: Date Received:



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Certificate of Payment #1:2024 Asphalt Street Resurfacing Program II from MCC for \$382,037.84.

Issue:
Does the Village Board wish to pay MCC \$382,037.84?

Background and Additional Information:
MCC is the contractor working on the 2024 Asphalt Street Resurfacing Program II.

Budget Impacts:
\$382,03.7.48 Capital Outlay

Recommended Action:
Motion to approve the payment to MCC for \$382,037.84.

Attachments:

- ' Harrison-Asphalt II Cert Pay 01.pdf



August 28, 2024

Village of Harrison
Attn: Chad Pelishek, Assistant Village Manager
W5298 Highway 114
Harrison, WI 54952

Re: Village of Harrison
2024 Asphalt Street Resurfacing Program II
Certificate for Payment #1
McM. No. H0006-09-24-00257-B

Dear Chad:

Enclosed herewith is Certificate for Payment #1 for the above referenced project. This Certificate is issued to MCC, Inc. in the amount of \$382,037.84 for partial payment for work performed through July 31, 2024.

Please process the enclosed, and forward payment to MCC, 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:mck

cc: MCC, Inc.

Enclosure: Certificate for Payment #1



**CERTIFICATE FOR
PAYMENT**

VILLAGE OF HARRISON
W5298 Highway 114
Harrison, WI 54952

Contract No. H0006-09-24-00257-B
Project File No. H0006-09-24-00257.12
Certificate No. One (1)
Issue Date: August 28, 2024
Project: Village of Harrison – 2024 Asphalt
Street Resurfacing Program II

This Is To Certify That, In Accordance With The Contract Documents Dated: June 3, 2024

MCC, INC.
P.O. BOX 1137
APPLETON, WI 54912-1137

Is Entitled To **Partial** Payment For Work Performed Through: July 31, 2024

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

Original Contract	<u>\$437,890.30</u>	Completed To Date	<u>\$394,386.67</u>
Net Change Orders	<u>\$56,063.00</u>	Retainage 2.5%	<u>\$12,348.83</u>
Current Contract Amount	<u>\$493,953.30</u>	Subtotal	<u>\$382,037.84</u>
		Previously Certified	<u>\$0.00</u>

Amount Due This Payment: \$382,037.84

Certified By:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin



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

Village of Harrison
2024 Asphalt Resurfacing Program II
Blazing Meadow Subdivision
Payment Certificate #1 Summary
McM No. H0006-09-24-00257.10

A. Blazing Meadow Subdivision

Item	Description	Bid Qty	Unit	Unit Cost	Total Cost	Payment Certificate #1	
						Quantity	Total Cost
1	Pulverize existing asphalt pavement	15,900	S.Y.	\$ 0.59	\$ 9,381.00	15,900	\$ 9,381.00
2	Excavation below subgrade (EBS)	500	C.Y.	\$ 12.60	\$ 6,300.00	0	\$ -
3	Base aggregate dense, 3-inch for EBS areas	1,000	TONS	\$ 15.07	\$ 15,070.00	0	\$ -
4	Type I Geogrid for EBS areas	1,000	S.Y.	\$ 1.50	\$ 1,500.00	0	\$ -
5	Miscellaneous 30-inch mountable reinforced curb & gutter replacement	1,650	L.F.	\$ 62.00	\$ 102,300.00	1,615	\$ 100,130.00
6	Fine grading & compaction of road base	15,900	S.Y.	\$ 2.05	\$ 32,595.00	15,900	\$ 32,595.00
7	Sawing asphalt (WisDOT Item No. 690.0150)	110	L.F.	\$ 1.88	\$ 206.80	110	\$ 206.80
8	2 1/4-inch HMA pavement, 3 LT 58-28 S	2,150	TONS	\$ 62.05	\$ 133,407.50	2,064.53	\$ 128,104.09
9	1 3/4-inch HMA pavement, 4 LT 58-28 S	1,680	TONS	\$ 70.25	\$ 118,020.00	1,574.73	\$ 110,624.78
10	Sanitary Manhole Reconstruction	12	EACH	\$ 785.00	\$ 9,420.00	8	\$ 6,280.00
11	Storm Manhole Reconstruction	14	EACH	\$ 525.00	\$ 7,350.00	9	\$ 4,725.00
12	Catch Basin Reconstruction	1	EACH	\$ 750.00	\$ 750.00	1	\$ 750.00
13	Contractor Quality Control Testing	1	L.S.	\$ 1,590.00	\$ 1,590.00	1	\$ 1,590.00
Total Base Bid Items =					\$ 437,890.30	\$ 394,386.67	

Change Order Items:

Item	Description	Bid Qty	Unit	Unit Cost	Total Cost	Payment Certificate #1	
						Quantity	Total Cost
1.1	Removing Asphalt Pavement	2,400	S.Y.	\$ 0.48	\$ 1,152.00	0	\$ -
1.2	Fine grading & compaction of aggregate base	2,400	S.Y.	\$ 3.85	\$ 9,240.00	0	\$ -
1.3	Sawing asphalt (WisDOT Item No. 690.0150)	250	L.F.	\$ 1.48	\$ 370.00	0	\$ -
1.4	2 1/4-inch HMA pavement, 3 LT 58-28 S	330	TONS	\$ 70.20	\$ 23,166.00	0	\$ -
1.5	1 3/4-inch HMA pavement, 4 LT 58-28 S	260	TONS	\$ 78.50	\$ 20,410.00	0	\$ -
1.6	Storm Manhole Casting Adjustment	3	EACH	\$ 575.00	\$ 1,725.00	0	\$ -
Total Change Order Items =					\$ 56,063.00	\$ -	
Total Contract Amount =					\$ 493,953.30	\$ 394,386.67	

Completed to Date =	\$ 394,386.67
Project Retainage = 2.5%	\$ 12,348.83
Subtotal =	\$ 382,037.84
Previously Certified =	\$ -
Amount Due this Payment =	\$ 382,037.84



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)
Village of Harrison
W5298 Highway 114
Harrison, WI 54952

PROJECT: Harrison 2024 Asphalt Street
CONTRACTOR: MCC, Inc.
Contract No.: H0006-09-24-00257-B
Project No.: H0006-09-24-00257.10
Application No.: 1
Application Date: 8/15/2024
Period From: 07/01/2024 To 07/31/2024

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>\$437,890.30</u>	Completed To Date	<u>\$394,386.67</u>
Net Change Orders	<u>\$56,063.00</u>	Retainage <u>5</u> %	<u>\$19,719.33</u>
Current Contract Amount	<u>\$493,953.30</u>	Subtotal	<u>\$374,667.34</u>
		Previous Applications	<u>\$0.00</u>

Amount Due This Application: \$374,667.34

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 August 15 20 24

MCC, Inc.
(contractor)

By Joyce A. Murphy Stearns Vice President
(name & title)

COUNTY OF Outagamie
STATE OF _____ } ss

Before me on this 15 day of August 20 24 personally appeared

Joyce A. Murphy Stearns

_____ known to me, who being duly sworn, did depose and say that he/she is the
Vice President of the Contractor above mentioned. Not he/she
(title)

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

My Commission Expires: 01/09/2027

Alicia M. May
(Notary Public)



APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 46367

To Owner: VILLAGE OF HARRISON
W5298 ST RD 114

Project: 3515RL. Harrison 2024 Asphalt
Resurfacing Program II

Application No.: 1

Distribution to:

Owner

Architect

Contractor

HARRISON, WI 54952

Period To:

From Contractor: MCC, Inc.
PO Box 1137
Appleton, WI 54912-1137

Via Architect:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

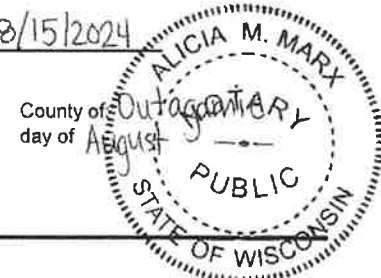
1. Original Contract Sum	\$437,890.30
2. Net Change By Change Order	\$56,063.00
3. Contract Sum To Date	\$493,953.30
4. Total Completed and Stored To Date	\$394,386.67
5. Retention:	
a. 5.00% of Completed Work	\$19,719.33
b. 0.00% of Stored Material	\$0.00
Total Retention	\$19,719.33
6. Total Earned Less Retention	\$374,667.34
7. Less Previous Certificates For Payments	\$0.00
8. Current Payment Due	\$374,667.34
9. Balance To Finish, Plus Retention	\$119,285.96

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown

CONTRACTOR: MCC, Inc.

By: Jay A. Murphy Stearns Date: 8/15/2024

State of: Wisconsin
Subscribed and sworn to before me this 15
Notary Public: Alicia M. Marx
My Commission expires: 01/09/2027



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor

AMOUNT CERTIFIED \$374,667.34

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$56,063.00	\$0.00
TOTALS	\$56,063.00	\$0.00
Net Changes By Change Order	\$56,063.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

Application No. : 1

In tabulations below, amounts are stated to the nearest dollar.

Application Date : 08/16/24

Use Column I on Contracts where variable retention for line items may apply.

To:

Architect's Project No.:

Invoice # : 46367

Contract : 3515RL. Harrison 2024 Asphalt Resurfacing Program II

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retention
			From Previous Application (D+E)	This Period In Place					
1	Pulverize Existing Asphalt Pavement	9,381.00	0.00	9,381.00	0.00	9,381.00	100.00%	0.00	
2	Excavation Below Subgrade (EBS)	6,300.00	0.00	0.00	0.00	0.00	0.00%	6,300.00	
3	Base Aggregate Dense, 3 Inch for EBS Areas	15,070.00	0.00	0.00	0.00	0.00	0.00%	15,070.00	
4	Type I Geogrid for EBS Areas	1,500.00	0.00	0.00	0.00	0.00	0.00%	1,500.00	
5	Miscellaneous 30 Inch Mountable Reinforced Curb and Gutter R	102,300.00	0.00	100,130.00	0.00	100,130.00	97.88%	2,170.00	
6	Fine Grading and Compaction of Aggregate Base	32,595.00	0.00	32,595.00	0.00	32,595.00	100.00%	0.00	
7	Sawing Asphalt (WisDOT Item No. 690.0150)	206.80	0.00	206.80	0.00	206.80	100.00%	0.00	
8	2-1/4 Inch HMA Pavement, 3 LT 58-28 S	133,407.50	0.00	128,104.09	0.00	128,104.09	96.02%	5,303.41	
9	1-3/4 Inch HMA Pavement, 4 LT 58-28 S	118,020.00	0.00	110,624.78	0.00	110,624.78	93.73%	7,395.22	
10	Sanitary Manhole Reconstruction	9,420.00	0.00	6,280.00	0.00	6,280.00	66.67%	3,140.00	
11	Storm Manhole Reconstruction	7,350.00	0.00	4,725.00	0.00	4,725.00	64.29%	2,625.00	
12	Catch Basin Reconstruction	750.00	0.00	750.00	0.00	750.00	100.00%	0.00	
13	Contractor Quality Control Testing	1,590.00	0.00	1,590.00	0.00	1,590.00	100.00%	0.00	
14	Traffic Control	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
15	Removing Asphalt Pavement	1,152.00	0.00	0.00	0.00	0.00	0.00%	1,152.00	
16	Fine Grading And Compaction Of Aggregate Base	9,240.00	0.00	0.00	0.00	0.00	0.00%	9,240.00	
17	Sawing Asphalt	370.00	0.00	0.00	0.00	0.00	0.00%	370.00	
18	2.25" HMA Pavement 3 MT 58-28 S	23,166.00	0.00	0.00	0.00	0.00	0.00%	23,166.00	
19	1.75" HMA Pavement 4 MT 58-28 S	20,410.00	0.00	0.00	0.00	0.00	0.00%	20,410.00	
20	Storm Manhole Casting Adjustment	1,725.00	0.00	0.00	0.00	0.00	0.00%	1,725.00	
Grand Totals		493,953.30	0.00	394,386.67	0.00	394,386.67	79.84%	99,566.63	19,719.33



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Certificate for Payment No. 2, for the 2024 Asphalt Street Resurfacing Program.

Issue:
Does the Village Board wish to approve Certificate for Payment No. 2 for \$395,688.13?

Background and Additional Information:

Budget Impacts:
\$395,688.23- Capital Outlay

Recommended Action:
Motion to approve Certificate for Payment No. 2 for \$395,688.23.

Attachments:

- [' Harrison-Asphalt Cert Pay 02.pdf](#)



August 28, 2024

Village of Harrison
Attn: Chad Pelishek, Assistant Village Manager
W5298 Highway 114
Harrison, WI 54952

Re: Village of Harrison
2024 Asphalt Street Resurfacing Program
Certificate for Payment #2
McM. No. H0006-09-24-00257

Dear Chad:

Enclosed herewith is Certificate for Payment #2 for the above referenced project. This Certificate is issued to Northeast Asphalt, Inc. in the amount of \$395,688.23 for partial payment for work performed through August 14, 2024.

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

Respectfully,

McMahon Associates, Inc.

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

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

LRR:mck

cc: Northeast Asphalt, Inc.

Enclosure: Certificate for Payment #2

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

CERTIFICATE FOR PAYMENT

VILLAGE OF HARRISON
W5298 Highway 114
Harrison, WI 54952

Contract No. H0006-09-24-00257
Project File No. H0006-09-24-00257
Certificate No. Two (2)
Issue Date: August 28, 2024
Project: Village of Harrison – 2024 Asphalt Street Resurfacing Program

This Is To Certify That, In Accordance With The Contract Documents Dated: May 1, 2024

NORTHEAST ASPHALT, INC.
W5380 Design Drive
Greenville, WI 54942

Is Entitled To **Partial** Payment For Work Performed Through: August 14, 2024

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

Original Contract	<u>\$1,118,263.80</u>	Completed To Date	<u>\$828,114.27</u>
Net Change Orders	<u>\$40,809.40</u>	Retainage 2.5%	<u>\$28,976.83</u>
Current Contract Amount	<u>\$1,159,073.20</u>	Subtotal	<u>\$799,137.44</u>
		Previously Certified	<u>\$403,449.20</u>

Amount Due This Payment: \$395,688.23

Certified By:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin



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

Village of Harrison
2024 Asphalt Resurfacing Program
Payment Certificate #2 Summary
McM No. H0006-09-24-00257.02

A. Woodland Trails Subdivision

Item	Description	Bid Qty	Unit	Unit Cost	Total Cost	Payment Certificate #2	
						Quantity	Total Cost
1	Pulverize existing asphalt pavement	34,000	S.Y.	\$ 1.15	\$ 39,100.00	0	\$ -
2	Excavation below subgrade (EBS)	750	C.Y.	\$ 14.50	\$ 10,875.00	0	\$ -
3	Base aggregate dense, 3-inch for EBS areas	1,500	TONS	\$ 18.00	\$ 27,000.00	0	\$ -
4	Type I Geogrid for EBS areas	1,500	S.Y.	\$ 3.25	\$ 4,875.00	0	\$ -
5	Miscellaneous 30-inch mountable reinforced curb & gutter replacer	2,700	L.F.	\$ 56.00	\$ 151,200.00	0	\$ -
6	Fine grading & compaction of aggregate base	34,000	S.Y.	\$ 2.50	\$ 85,000.00	0	\$ -
7	Sawing asphalt (WisDOT Item No. 690.0150)	250	L.F.	\$ 1.25	\$ 312.50	0	\$ -
8	2 1/4-inch HMA pavement, 3 LT 58-28 S	4,690	TONS	\$ 56.15	\$ 263,343.50	3,145.74	\$ 176,633.30
9	1 3/4-inch HMA pavement, 4 LT 58-28 S	3,650	TONS	\$ 59.90	\$ 218,635.00	2,910.07	\$ 174,313.19
10	Sanitary Manhole Reconstruction	26	EACH	\$ 600.00	\$ 15,600.00	0	\$ -
11	Storm Manhole Reconstruction	16	EACH	\$ 600.00	\$ 9,600.00	0	\$ -
12	Catch Basin Reconstruction	18	EACH	\$ 553.00	\$ 9,954.00	0	\$ -
13	Contractor Quality Control Testing	1	L.S.	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00
Total A =						\$ 843,495.00	\$ 358,946.49

B. Amy Avenue (State Park Road to east of Theda Care driveway)

Item	Description	Bid Qty	Unit	Unit Cost	Total Cost	Payment Certificate #2	
						Quantity	Total Cost
1	Pulverize existing asphalt pavement	1,650	S.Y.	\$ 1.15	\$ 1,897.50	0	\$ -
2	Excavation below subgrade (EBS)	200	C.Y.	\$ 14.50	\$ 2,900.00	0	\$ -
3	Base aggregate dense, 3-inch for EBS areas	400	TONS	\$ 18.00	\$ 7,200.00	0	\$ -
4	Type I Geogrid for EBS areas	400	S.Y.	\$ 3.25	\$ 1,300.00	0	\$ -
5	Miscellaneous 30-inch reinforced curb & gutter replacement	200	L.F.	\$ 56.00	\$ 11,200.00	0	\$ -
6	30-inch curb & gutter	65	L.F.	\$ 56.00	\$ 3,640.00	0	\$ -
7	Fine grading & compaction of aggregate base	1,650	S.Y.	\$ 4.00	\$ 6,600.00	0	\$ -
8	Sawing asphalt (WisDOT Item No. 690.0150)	100	L.F.	\$ 1.25	\$ 125.00	0	\$ -
9	2 1/4-inch HMA pavement, 3 LT 58-28 S	230	TONS	\$ 68.95	\$ 15,858.50	0.00	\$ -
10	1 3/4-inch HMA pavement, 4 LT 58-28 S	180	TONS	\$ 73.25	\$ 13,185.00	0.00	\$ -
11	Catch Basin Reconstruction	2	EACH	\$ 553.00	\$ 1,106.00	0	\$ -
12	Contractor Quality Control Testing	1	L.S.	\$ 950.00	\$ 950.00	0	\$ -
Total B =						\$ 65,962.00	\$ -

C. Clover Ridge Park Trail

Item	Description	Bid Qty	Unit	Unit Cost	Total Cost	Payment Certificate #2	
						Quantity	Total Cost
1	Fine grading & compaction of aggregate base	475	S.Y.	\$ 3.00	\$ 1,425.00	0	\$ -
2	3-inch HMA pavement, 4 LT 58-28 S	75	TONS	\$ 95.00	\$ 7,125.00	0	\$ -
3	Lawn Restoration	200	S.Y.	\$ 9.85	\$ 1,970.00	0	\$ -
4	Contractor Quality Control Testing	1	L.S.	\$ 1.00	\$ 1.00	0	\$ -
Total C =						\$ 10,521.00	\$ -
Total A through C =						\$ 919,978.00	\$ 358,946.49

Village of Harrison
2024 Asphalt Resurfacing Program
Payment Certificate #2 Summary
McM No. H0006-09-24-00257.02

D. Payten Street

Item	Description	Bid Qty	Unit	Unit Cost	Total Cost	Payment Certificate #2	
						Quantity	Total Cost
1	Remove existing concrete curb & gutter	150	L.F.	\$3.00	\$ 450.00	0	\$ -
2	Remove existing concrete pavement	165	S.F.	\$1.00	\$ 165.00	0	\$ -
3	Remove existing catch basin	1	EACH	\$500.00	\$ 500.00	0	\$ -
4	Remove existing small pipe culvert	1	EACH	\$500.00	\$ 500.00	0	\$ -
5	15-inch x 21-inch CMP-Arch culvert	80	L.F.	\$74.00	\$ 5,920.00	0	\$ -
6	15-inch x 21-inch CMP-Arch flared end section	2	EACH	\$300.00	\$ 600.00	0	\$ -
7	12-inch RCP Storm Sewer	127	L.F.	\$104.00	\$ 13,208.00	0	\$ -
8	12-inch RCP Flared End Section	1	EACH	\$500.00	\$ 500.00	0	\$ -
9	Catch Basin	3	EACH	\$3,100.00	\$ 9,300.00	0	\$ -
10	4-inch Geotextile Wrapped Underdrain	125	L.F.	\$40.00	\$ 5,000.00	0	\$ -
11	Medium riprap	5	C.Y.	\$200.00	\$ 1,000.00	0	\$ -
12	Pulverize existing asphalt pavement	2,000	S.Y.	\$1.15	\$ 2,300.00	0	\$ -
13	Excavation below subgrade (EBS)	200	C.Y.	\$14.50	\$ 2,900.00	0	\$ -
14	Base aggregate dense, 3-inch for EBS areas	400	TONS	\$18.00	\$ 7,200.00	0	\$ -
15	Type I Geogrid for EBS areas	400	S.Y.	\$3.25	\$ 1,300.00	0	\$ -
16	30-inch mountable reinforced curb & gutter	1,150	L.F.	\$15.42	\$ 17,733.00	0	\$ -
17	6-inch concrete pavement	188	S.F.	\$6.60	\$ 1,240.80	0	\$ -
18	Fine grading & compaction of aggregate base	2,000	S.Y.	\$3.00	\$ 6,000.00	0	\$ -
19	1-1/4-inch Base Aggregate Dense	300	TONS	\$18.00	\$ 5,400.00	0.00	\$ -
20	2 1/4-inch HMA pavement, 3 LT 58-28 S	270	TONS	\$64.80	\$ 17,496.00	0.00	\$ -
21	1 3/4-inch HMA pavement, 4 LT 58-28 S	210	TONS	\$69.80	\$ 14,658.00	0.00	\$ -
22	Sanitary Manhole Reconstruction	1	EACH	\$600.00	\$ 600.00	0	\$ -
23	Lawn Restoration	2,000	S.Y.	\$6.40	\$ 12,800.00	0	\$ -
24	Inlet Protection	5	EACH	\$105.00	\$ 525.00	0	\$ -
25	Temporary Ditch Check	2	EACH	\$84.00	\$ 168.00	0	\$ -
26	Silt Fence	1,100	L.F.	\$2.00	\$ 2,200.00	0	\$ -
27	Sawing asphalt (WisDOT Item No. 690.0150)	200	L.F.	\$1.25	\$ 250.00	0	\$ -
28	Contractor Quality Control Testing	1	L.S.	\$950.00	\$ 950.00	0	\$ -

Total D = \$ 130,863.80 \$ -

Total A through D = \$ 1,050,841.80 \$ 358,946.49

Supplemental Bid #1: Evan Street

Item	Description	Bid Qty	Unit	Unit Cost	Total Cost	Payment Certificate #2	
						Quantity	Total Cost
1	Pulverize existing asphalt pavement	2,100	S.Y.	\$ 1.15	\$ 2,415.00	0	\$ -
2	Excavation below subgrade (EBS)	200	C.Y.	\$ 14.50	\$ 2,900.00	0	\$ -
3	Base aggregate dense, 3-inch for EBS areas	400	TONS	\$ 18.00	\$ 7,200.00	0	\$ -
4	Type I Geogrid for EBS areas	400	S.Y.	\$ 3.25	\$ 1,300.00	0	\$ -
5	Miscellaneous 30-inch mountable curb & gutter replacement	200	L.F.	\$ 56.00	\$ 11,200.00	0	\$ -
6	Fine grading & compaction of road base	2,100	S.Y.	\$ 3.00	\$ 6,300.00	0	\$ -
7	Sawing asphalt (WisDOT Item No. 690.0150)	30	L.F.	\$ 2.00	\$ 60.00	0	\$ -
8	2 1/4-inch HMA pavement, 3 LT 58-28 S	290	TONS	\$ 64.80	\$ 18,792.00	0.00	\$ -
9	1 3/4-inch HMA pavement, 4 LT 58-28 S	225	TONS	\$ 69.80	\$ 15,705.00	0.00	\$ -
10	Sanitary Manhole Reconstruction	1	EACH	\$ 600.00	\$ 600.00	0	\$ -
11	Contractor Quality Control Testing	1	L.S.	\$ 950.00	\$ 950.00	0	\$ -

Supplemental Bid #1 Total = \$ 67,422.00 \$ -

Total A through D + Supplemental Bid #1 = \$ 1,118,263.80 \$ 358,946.49

Change Order Items:

Item	Description	Bid Qty	Unit	Unit Cost	Total Cost	Payment Certificate #2	
						Quantity	Total Cost
1.1	ADD Replacement catch basin casting		EACH	\$ 700.00	\$ -	32	\$ 22,400.00
1.2	ADD Replacement driveway catch basin casting		EACH	\$ 900.00	\$ -	3	\$ 2,700.00
1.3	ADD 30-inch mountable curb & gutter @ Woodland & Manitowoc		L.F.	\$ 56.00	\$ -	250	\$ 14,000.00
1.4	ADD Concrete flumes @ Woodland & Manitowoc		S.F.	\$ 6.60	\$ -	259	\$ 1,709.40
2.1	ADD Inlet Protection		EACH	\$ 105.00	\$ -	35	\$ 3,675.00

Change Order Items Total = \$ - \$ 44,484.40

Contract Total = \$ 1,118,263.80 \$ 403,430.89

Completed to Date =	\$ 828,114.27
Project Retainage = 2.5%	\$ 28,976.83
Subtotal =	\$ 799,137.44
Previously Certified =	\$ 403,449.20
Amount Due this Payment =	\$ 395,688.23

McMAHON
McMahon Associates, Inc.
 ENGINEERS ARCHITECTS
 SCIENTISTS LAND SURVEYORS

1445 McMahon Drive
 Neenah, WI 54956
 Telephone: (920)751-4200
 FAX: (920)751-4284

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

APPLICATION

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

PROJECT: 2024 Asphalt St Resurf Program
 CONTRACTOR Northeast Asphalt, Inc.
 Contract No. H0006-09-24-00257
 Project No. H0006-09-24-00257
 Application No. 2
 Application Date August 15, 2024
 Period From 07/01/24 To 08/14/24

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	\$ 1,118,263.80	Completed to date	\$ 829,726.26
Net Change Orders		Retainage	\$ 82,972.63
Current Contract Amount	\$ 1,118,263.80	Sub-total	\$ 746,753.63
		Previous Payments	

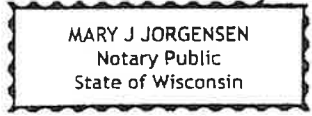
Amount Due This Application: \$ 746,753.63

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 _____ 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 August 26, 2024 Northeast Asphalt, Inc. 1.)
 (contractor)

BY [Signature]
 Jon Wurzer, Agent

COUNTY OF Outagamie
 STATE OF Wisconsin } ss



Before me on this 26th day of August, personally appeared _____, known to me, who being duly sworn, did despose and say that he/she is the Area Manager of the Contractor above mentioned; that he/she executed the above Application For Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission Expires: 3-3-2027 [Signature]
 (Notary Public)

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

Invoice: 709983-002
Invoice Date: 08-15-2024
Job: 709983
Application No: 2
Period To: 07-31-2024

Customer: HARRISON VILLAGE OF
W5298 SR 114
MENASHA, WI 54952
US

Project: V/O HARRISON 2024 HMA 709983UP
W5298 SR 114
MENASHA, WI 54952
US

Attention:

Project Manager: Matt Werner

Item	Description	Qty	Unit	Unit Price \$	Estimated Amount \$	Quantities			Amounts			Retainage \$
						Previous	Current	To Date	Previous \$	Current \$	To Date \$	
90000000	Holding Account Item	0.010	DL	1.000	0.01	0.000	0.000	0.000	0.00	0.00	0.00	0.00
90001010	Pulverize Existing Asphalt Pavement	26,261.000	SY	1.150	30,200.15	26,261.000	0.000	26,261.000	30,200.15	0.00	30,200.15	3,020.02
90001020	Excavation Below Subgrade (EBS)	750.000	CY	14.500	10,875.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00
90001030	Base Aggregate Dense, 3 Inch for	1,500.000	TN	18.000	27,000.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00
90001040	Type I Geogrid for EBS Areas	1,500.000	SY	3.250	4,875.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00
90001050	Miscellaneous 30 Inch Mountable	2,700.000	LF	56.000	151,200.00	1,510.000	0.000	1,510.000	84,560.00	0.00	84,560.00	8,456.00
90001060	Fine Grading & Compaction of	26,261.000	SY	2.500	65,652.50	26,261.000	0.000	26,261.000	65,652.50	0.00	65,652.50	6,565.25
90001070	Sawing Asphalt (WisDOT Item No.	250.000	LF	1.250	312.50	0.000	0.000	0.000	0.00	0.00	0.00	0.00
90001080	2-1/4 Inch HMA Pavement, 3 LT 58-	3,151.000	TN	56.150	176,928.65	0.000	3,145.740	3,145.740	0.00	176,633.30	176,633.30	17,663.33
90001090	1-3/4 Inch HMA Pavement, 4 LT 58-	2,626.000	TN	59.900	157,297.40	0.000	2,910.070	2,910.070	0.00	174,313.19	174,313.19	17,431.32
90001100	Sanitary Manhole Reconstruction	26.000	EA	600.000	15,600.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00
90001110	Storm Manhole Reconstruction	16.000	EA	600.000	9,600.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00
90001120	Catch Basin Reconstruction	18.000	EA	553.000	9,954.00	35.000	0.000	35.000	19,355.00	0.00	19,355.00	1,935.50
90001130	Contractor Quality Control Testing	1.000	LS	8,000.000	8,000.00	0.000	1.000	1.000	0.00	8,000.00	8,000.00	800.00
90002010	Pulverize Existing Asphalt Pavement	1,650.000	SY	1.150	1,897.50	1,650.000	0.000	1,650.000	1,897.50	0.00	1,897.50	189.75
90002020	Excavation Below Subgrade (EBS)	200.000	CY	14.500	2,900.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00
90002030	Base Aggregate Dense, 3 Inch for	400.000	TN	18.000	7,200.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00
90002040	Type I Geogrid for EBS Areas	400.000	SY	3.250	1,300.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00
90002050	Miscellaneous 30 Inch Reinforced	200.000	LF	56.000	11,200.00	62.000	0.000	62.000	3,472.00	0.00	3,472.00	347.20
90002060	30 Inch Reinforced Curb & Gutter	65.000	LF	56.000	3,640.00	53.000	0.000	53.000	2,968.00	0.00	2,968.00	296.80
90002070	Fine Grading & Compaction of	1,650.000	SY	4.000	6,600.00	1,650.000	0.000	1,650.000	6,600.00	0.00	6,600.00	660.00
90002080	Sawing Asphalt (WisDOT Item No.	100.000	LF	1.250	125.00	100.000	0.000	100.000	125.00	0.00	125.00	12.50
90002090	2-1/4 Inch HMA Pavement, 3 LT 58-	198.000	TN	68.950	13,652.10	200.000	0.000	200.000	13,790.00	0.00	13,790.00	1,379.00
90002100	1-3/4 Inch HMA Pavement, 4 LT 58-	165.000	TN	73.250	12,086.25	178.480	0.000	178.480	13,073.66	0.00	13,073.66	1,307.37

Item	Description	Qty	Unit	Unit Price \$	Estimated Amount \$	Quantities			Amounts			Retainage \$
						Previous	Current	To Date	Previous \$	Current \$	To Date \$	
90002110	Catch Basin Reconstruction	2.000	EA	553.000	1,106.00	8.000	0.000	8.000	4,424.00	0.00	4,424.00	442.40
90002120	Contractor Quality Control Testing	1.000	LS	950.000	950.00	1.000	0.000	1.000	950.00	0.00	950.00	95.00
90003010	Fine Grading & Compaction of	475.000	SY	3.000	1,425.00	475.000	0.000	475.000	1,425.00	0.00	1,425.00	142.50
90003020	3 Inch HMA Pavement, 4 LT 58-28 S	66.000	TN	95.000	6,270.00	66.000	0.000	66.000	6,270.00	0.00	6,270.00	627.00
90003030	Lawn Restoration	200.000	SY	9.850	1,970.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00
90003040	Contractor Quality Control Testing	1.000	LS	1.000	1.00	1.000	0.000	1.000	1.00	0.00	1.00	0.10
90004010	Remove Existing Concrete Curb &	150.000	LF	3.000	450.00	150.000	0.000	150.000	450.00	0.00	450.00	45.00
90004020	Remove Existing Concrete Pavement	165.000	SF	1.000	165.00	165.000	0.000	165.000	165.00	0.00	165.00	16.50
90004030	Remove Existing Catch Basin	1.000	EA	500.000	500.00	1.000	0.000	1.000	500.00	0.00	500.00	50.00
90004040	Remove Existing Small Pipe Culvert	1.000	EA	500.000	500.00	1.000	0.000	1.000	500.00	0.00	500.00	50.00
90004050	15 Inch x 21 Inch CMP-Arch Culvert	80.000	LF	74.000	5,920.00	80.000	0.000	80.000	5,920.00	0.00	5,920.00	592.00
90004060	15 Inch x 21 Inch CMP-Arch Flared	2.000	EA	300.000	600.00	2.000	0.000	2.000	600.00	0.00	600.00	60.00
90004070	12 Inch RCP Storm Sewer	127.000	LF	104.000	13,208.00	140.000	0.000	140.000	14,560.00	0.00	14,560.00	1,456.00
90004080	12 Inch RCP Flared End Section	1.000	EA	500.000	500.00	2.000	0.000	2.000	1,000.00	0.00	1,000.00	100.00
90004090	Catch Basin	3.000	EA	3,100.000	9,300.00	3.000	0.000	3.000	9,300.00	0.00	9,300.00	930.00
90004100	4 Inch Geotextile Wrapped	125.000	LF	40.000	5,000.00	125.000	0.000	125.000	5,000.00	0.00	5,000.00	500.00
90004110	Medium Rip-Rap	5.000	CY	200.000	1,000.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00
90004120	Pulverize Existing Asphalt Pavement	2,000.000	SY	1.150	2,300.00	2,000.000	0.000	2,000.000	2,300.00	0.00	2,300.00	230.00
90004130	Excavation Below Subgrade (EBS)	200.000	CY	14.500	2,900.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00
90004140	Base Aggregate Dense, 3 Inch for	400.000	TN	18.000	7,200.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00
90004150	Type I Geogrid for EBS Areas	400.000	SY	3.250	1,300.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00
90004160	30 Inch Mountable Reinforced Curb	1,150.000	LF	15.420	17,733.00	1,192.000	0.000	1,192.000	18,380.64	0.00	18,380.64	1,838.06
90004170	6 Inch Concrete Pavement	188.000	SF	6.600	1,240.80	190.000	0.000	190.000	1,254.00	0.00	1,254.00	125.40
90004180	Fine Grading & Compaction of	2,000.000	SY	3.000	6,000.00	2,000.000	0.000	2,000.000	6,000.00	0.00	6,000.00	600.00
90004190	1-1/4 Inch Base Aggregate Dense	300.000	TN	18.000	5,400.00	300.000	0.000	300.000	5,400.00	0.00	5,400.00	540.00
90004200	2-1/4 Inch HMA Pavement, 3 LT 58-	240.000	TN	64.800	15,552.00	246.860	0.000	246.860	15,996.53	0.00	15,996.53	1,599.65
90004210	1-3/4 Inch HMA Pavement, 4 LT 58-	200.000	TN	69.800	13,960.00	200.000	0.000	200.000	13,960.00	0.00	13,960.00	1,396.00
90004220	Sanitary Manhole Reconstruction	1.000	EA	600.000	600.00	1.000	0.000	1.000	600.00	0.00	600.00	60.00
90004230	Lawn Restoration	2,000.000	SY	6.400	12,800.00	1,800.000	0.000	1,800.000	11,520.00	0.00	11,520.00	1,152.00
90004240	Inlet Protection	5.000	EA	105.000	525.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00
90004250	Temporary Ditch Check	2.000	EA	84.000	168.00	2.000	0.000	2.000	168.00	0.00	168.00	16.80
90004260	Silt Fence	1,100.000	LF	2.000	2,200.00	1,100.000	0.000	1,100.000	2,200.00	0.00	2,200.00	220.00
90004270	Sawing Asphalt (WisDOT Item No.	200.000	LF	1.250	250.00	200.000	0.000	200.000	250.00	0.00	250.00	25.00
90004280	Contractor Quality Control Testing	1.000	LS	950.000	950.00	1.000	0.000	1.000	950.00	0.00	950.00	95.00
90005010	Pulverize Existing Asphalt Pavement	2,100.000	SY	1.150	2,415.00	2,100.000	0.000	2,100.000	2,415.00	0.00	2,415.00	241.50
90005020	Excavation Below Subgrade (EBS)	200.000	CY	14.500	2,900.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00
90005030	Base Aggregate Dense, 3 Inch for	400.000	TN	18.000	7,200.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00

Item	Description	Qty	Unit	Unit Price \$	Estimated Amount \$	Quantities			Amounts			Retainage \$
						Previous	Current	To Date	Previous \$	Current \$	To Date \$	
90005040	Type I Geogrid for EBS Areas	400.000	SY	3.250	1,300.00	0.000	0.000	0.000	0.00	0.00	0.00	0.00
90005050	Miscellaneous 30 Inch Mountable	200.000	LF	56.000	11,200.00	246.000	0.000	246.000	13,776.00	0.00	13,776.00	1,377.60
90005060	Fine Grading & Compaction of	2,100.000	SY	3.000	6,300.00	2,100.000	0.000	2,100.000	6,300.00	0.00	6,300.00	630.00
90005070	Sawing Asphalt (WisDOT Item No.	30.000	LF	2.000	60.00	30.000	0.000	30.000	60.00	0.00	60.00	6.00
90005080	2-1/4 Inch HMA Pavement, 3 LT 58-	252.000	TN	64.800	16,329.60	240.000	0.000	240.000	15,552.00	0.00	15,552.00	1,555.20
90005090	1-3/4 Inch HMA Pavement, 4 LT 58-	210.000	TN	69.800	14,658.00	213.530	0.000	213.530	14,904.39	0.00	14,904.39	1,490.44
90005100	Sanitary Manhole Reconstruction	1.000	EA	600.000	600.00	1.000	0.000	1.000	600.00	0.00	600.00	60.00
90005110	Contractor Quality Control Testing	1.000	LS	950.000	950.00	1.000	0.000	1.000	950.00	0.00	950.00	95.00
90010001	CO1.1 Add Replacement Catch	32.000	EA	700.000	22,400.00	0.000	32.000	32.000	0.00	22,400.00	22,400.00	2,240.00
90010002	CO1.2 Add Replacement Driveway	3.000	EA	900.000	2,700.00	0.000	3.000	3.000	0.00	2,700.00	2,700.00	270.00
90010003	CO1.3 Add 30" Mountable Curb &	250.000	LF	56.000	14,000.00	0.000	250.000	250.000	0.00	14,000.00	14,000.00	1,400.00
90010004	CO1.4 Add Concrete Flumes	259.000	SF	6.600	1,709.40	0.000	259.000	259.000	0.00	1,709.40	1,709.40	170.94
90010005	CO2.1 Add Inlet Protection	35.000	EA	105.000	3,675.00	0.000	35.000	35.000	0.00	3,675.00	3,675.00	367.50
Project Total:					976,436.86				426,295.37	403,430.89	829,726.26	82,972.63

Work Completed To Date: 829,726.26
 Less Retainage: 82,972.63
 Less Previous Estimate: 383,665.83
Total Amount Due This Estimate: 363,087.80



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Certificate of Payment #1: State Park Road Construction from MCC for \$238,908.85.

Issue:
Does the board wish to approve payment No. 1 to MCC for State Park Road Construction?

Background and Additional Information:
None

Budget Impacts:
\$238,908.85 Capital Outlay

Recommended Action:
Motion to approve the Certificate of Payment No. 1 in the amount of \$238,908.85 for State Park Road Construction.

Attachments:
• ' State Park Rd Cert 01.pdf



September 10, 2024

Village of Harrison
Attn: Chad Pelishek, Assistant Village Manager
W5298 Highway 114
Harrison, WI 54952

Re: Village of Harrison
State Park Road Construction
Certificate for Payment #1
McM. No. H0006-09-22-00644

Enclosed herewith is Certificate for Payment #1 for the above referenced project. This Certificate is issued to MCC, Inc. in the amount of \$238,908.85 for partial payment for work performed through August 31, 2024.

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

Respectfully,

McMahon Associates, Inc.

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

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

LRR:mck

cc: MCC, Inc.

Enclosure: Certificate for Payment #1

**CERTIFICATE FOR
PAYMENT**

VILLAGE OF HARRISON
W5298 Highway 114
Harrison, WI 54952

Contract No. H0006-09-22-00644
Project File No. H0006-09-22-00644
Certificate No. One (1)
Issue Date: September 10, 2024
Project: Village of Harrison-State Park Road
Construction

This Is To Certify That, In Accordance With The Contract Documents Dated: May 20, 2024

MCC, INC.
2600 N. Roemer Road
PO Box 1137
Appleton, WI 54912-1137

Is Entitled To Partial Payment For Work Performed Through: August 31, 2024

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

Original Contract	<u>\$759,920.80</u>	Completed To Date	<u>\$251,483.00</u>
Net Change Orders	<u>\$0.00</u>	Retainage 5%	<u>\$12,574.15</u>
Current Contract Amount	<u>\$759,920.80</u>	Subtotal	<u>\$238,908.85</u>
		Previously Certified	<u>\$0.00</u>

Amount Due This Payment: \$238,908.85

Certified By:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin



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

Village of Harrison
State Park Road Construction (Schmidt Road to US 10)
Certificate for Payment #1 Summary
McM No. H0006-09-22-00644

Item	Description	Qty	Unit	Unit Bid Price		Total Bid	Payment Certificate #1	
							Qty	Total Cost
1	Remove existing culvert	13	EACH	\$50.00	\$	650.00	14	\$ 700.00
2	Remove and Reinstall Mailboxes	1	L.S.	\$480.00	\$	480.00	0.50	\$ 240.00
3	29-inch x 42-inch CMP-Arch culvert	64	L.F.	\$80.50	\$	5,152.00	64	\$ 5,152.00
4	29-inch x 42-inch CMP-Arch flared end section	2	EACH	\$550.00	\$	1,100.00	2	\$ 1,100.00
5	24-inch CMP culvert	232	L.F.	\$37.00	\$	8,584.00	364	\$ 13,468.00
6	24-inch CMP flared end section	14	EACH	\$285.00	\$	3,990.00	18	\$ 5,130.00
7	15-inch x 21-inch CMP-Arch culvert	110	L.F.	\$38.00	\$	4,180.00	168	\$ 6,384.00
8	15-inch x 21-inch CMP-Arch flared end section	8	EACH	\$195.00	\$	1,560.00	10	\$ 1,950.00
9	Excavation Common, WDOT Item 205.0100	6,530	C.Y.	\$9.00	\$	58,770.00	6,530	\$ 58,770.00
10	Base aggregate dense, 3-inch	9,000	TONS	\$12.36	\$	111,240.00	3,901.87	\$ 48,227.11
11	Base aggregate dense, 1 1/4-inch	4,800	TONS	\$12.36	\$	59,328.00	5,908.65	\$ 73,030.91
12	Pulverize existing asphalt pavement	15,100	S.Y.	\$0.45	\$	6,795.00	15,100	\$ 6,795.00
13	Excavation Below Subgrade (EBS)	700	C.Y.	\$11.15	\$	7,805.00	492.50	\$ 5,491.38
14	Base aggregate dense, 3-inch for EBS areas	1,400	TONS	\$12.36	\$	17,304.00	985	\$ 12,174.60
15	Type 1 Geogrid for EBS areas	1,400	S.Y.	\$1.65	\$	2,310.00	1,400	\$ 2,310.00
16	Fine grading and compaction of aggregate base	25,000	S.Y.	\$0.73	\$	18,250.00	0	\$ -
17	36-inch concrete curb & gutter, 6-inch sloped	375	L.F.	\$28.00	\$	10,500.00	0	\$ -
18	2 1/4-inch HMA Pavement 3 LT 58-28S	3,000	TONS	\$56.75	\$	170,250.00	0	\$ -
19	1 3/4-inch HMA Pavement 4 LT 58-28S	2,350	TONS	\$63.80	\$	149,930.00	0	\$ -
20	Sawing asphalt	250	L.F.	\$1.25	\$	312.50	0	\$ -
21	Base aggregate dense, 1 1/4-inch for driveways	400	TONS	\$12.40	\$	4,960.00	400	\$ 4,960.00
22	Landmark Reference Monuments WisDOT Item 621.0100	3	EACH	\$750.00	\$	2,250.00	0	\$ -
23	Ditching	550	L.F.	\$7.00	\$	3,850.00	550	\$ 3,850.00
24	Turf Restoration	27,500	S.Y.	\$1.60	\$	44,000.00	0	\$ -
25	Erosion Mat, Class I, Type B	27,500	S.Y.	\$1.18	\$	32,450.00	0	\$ -
26	Mobilization Erosion Control WDOT Item 628.1905	30	EACH	\$0.01	\$	0.30	0	\$ -
27	Mobilization Emergency Erosion Control WDOT Item 628.1910	8	EACH	\$100.00	\$	800.00	0	\$ -
28	Temporary Ditch Checks	46	EACH	\$80.00	\$	3,680.00	0	\$ -
29	Culvert Pipe Ditch Check	13	EACH	\$15.00	\$	195.00	0	\$ -
30	Marking Line 4 Epoxy 4 Inch	14,400	L.F.	\$0.75	\$	10,800.00	0	\$ -
31	Marking Stop Line Epoxy 18 Inch	85	L.F.	\$17.00	\$	1,445.00	0	\$ -
32	Marking Word	12	EACH	\$175.00	\$	2,100.00	0	\$ -
33	Marking Arrow	12	EACH	\$170.00	\$	2,040.00	0	\$ -
34	Contractor quality control testing	1	L.S.	\$9,360.00	\$	9,360.00	0	\$ -
35	Traffic Control Signing & Barricades including Detour Signs	1	L.S.	\$3,500.00	\$	3,500.00	0.50	\$ 1,750.00

Total Construction Cost = \$ 759,920.80 \$ 251,483.00

Completed to Date =	\$ 251,483.00
Project Retainage = 5.0%	\$ 12,574.15
Subtotal =	\$ 238,908.85
Previously Certified =	\$ -
Amount Due this Payment =	\$ 238,908.85



1445 McMahon Drive P.O. Box 1025
Neenah, WI 54956 Neenah, WI 54957-1025

McMAHON ASSOCIATES, INC.

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

APPLICATION FOR PAYMENT

(Owner) VILLAGE OF HARRISON W5298 HIGHWAY 114 HARRISON, WI 54952	PROJECT:	<u>STATE PARK ROAD</u> <u>CONSTRUCITON</u>
	CONTRACTOR	<u>MCC, Inc.</u>
	Contract No.	<u>H0006-09-22-00644</u>
	Project No.	<u>H0006-09-22-00644</u>
	Application No.	<u>1</u>
	Application Date	<u>AUGUST 30, 2024</u>
Period From	<u>8/1/24</u> To <u>8/31/24</u>	

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

The following documents are attached:

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

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

Original Contract	<u>\$759,920.80</u>	Completed To Date	\$242,815.00 \$251,483.00
Net Change Orders	<u>\$0.00</u>	Retainage <u>5</u> %	\$12,140.76 \$12,574.15
Current Contract Amount	<u>\$759,920.80</u>	Subtotal	\$230,674.24 \$238,908.85
		Previous Applications	<u>\$0.00</u>

Amount Due This Application:	<u>\$238,908.85</u> \$230,674.24
-------------------------------------	---

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 2 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 AUGUST 30 20 24 MCC, Inc.
(contractor)

By Joyce A. Murphy Stearns Vice President
(name & title)

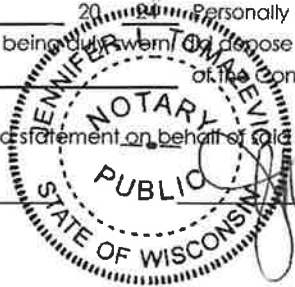
COUNTY OF Outagamie
STATE OF _____ } ss

Before me on this 30 day of AUGUST 2024 Personally appeared Joyce Murphy Stearns
known to me, who being duly sworn, did depose and say that he/she is the
Vice President of the Contractor above mentioned; that he/she
(title)

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

My Commission Expires: 01/09/2027

[Signature]
(Notary Public)





P.O. Box 1137
 Appleton, WI 54912-1137
 Phone: 920-749-3360
 Fax: 920-749-3384

INVOICE # 46973

Estimate # 1
 Architect Project #

To : **Customer # 38509**
VILLAGE OF HARRISON C/O MCMAHON
PO BOX 1025
NEENAH, WI 54957

Invoice #: **46973**
 Date: **08/30/24**
 Customer Reference: **HARRISON - STATE PARK RD**
 Invoice Due Date: **09/29/24**
 Payment Terms: **NET 30 DAYS**
 Project Manager: **Sam Woelfel**

Contract : 3400SW. Harrison - State Park Rd Construction

Make Check Payable to: **MCC INC.**

Total US Dollars Due **230,674.24**

MCC imposes a surcharge on payments made by credit card, which is not greater than our cost of acceptance.

Item #	Contract Item	Units	U/M	Unit Price	Total
1	REMOVE EXISTING CULVERT	14 13.00	EA	50.00	\$700.00 650.00
2	REMOVE AND REINSTALL MAILBOXES	0.50	LSB	480.00	240.00
3	29-INCH X 42-INCH CMP-ARCH CULVERT	64.00	LF	80.50	5,152.00
4	29-INCH X 42-INCH CMP-ARCH FLARED END SECTION	2.00	EA	550.00	1,100.00
5	24-INCH CMP CULVERT	364 232.00	LF	37.00	\$13,468.00 6,584.00
6	24-INCH CMP FLARED END SECTION	18 14.00	EA	285.00	\$5,130.00 3,990.00
7	15-INCH X 21-INCH CMP-ARCH CULVERT	168 110.00	LF	38.00	\$6,384.00 4,180.00
8	15-INCH X 21-INCH CMP-ARCH FLARED END SECTION	10 8.00	EA	195.00	\$1,950.00 1,560.00
9	EXCAVATION COMMON, WISDOT ITEM 205.0100	6,530.00	CY	9.00	58,770.00
10	BASE AGGREGATE DENSE, 3-INCH	3,901.87	TON	12.36	48,227.11
11	BASE AGGREGATE DENSE, 1 1/4-INCH	5,908.65	TON	12.36	73,030.91
12	PULVERIZE EXISTING ASPHALT PAVEMENT	15,100.00	SY	0.45	6,795.00
13	EXCAVATION BELOW SUBGRADE (EBS)	492.50	CY	11.15	5,491.38
14	BASE AGGREGATE DENSE, 3-INCH FOR EBS AREAS	985.00	TON	12.36	12,174.60
15	TYPE 1 GEOGRID FOR EBS AREAS	1,400.00	SY	1.65	2,310.00
16	FINE GRADING AND COMPACTION OF AGGREGATE BASE	0.00	SY	0.73	0.00
17	36-INCH REINFORCED CONCRETE CURB & GUTTER, 6-INCH SLOPED	0.00	LF	28.00	0.00
18	2 1/4-INCH HMA PAVEMENT 3 LT 58-28S	0.00	TON	56.75	0.00
19	1 3/4-INCH HMA PAVEMENT 4 LT 58-28S	0.00	TON	63.80	0.00
20	SAWING ASPHALT	0.00	LF	1.25	0.00
21	BASE AGGREGATE DENSE, 1 1/4-INCH FOR DRIVEWAYS	400.00	TON	12.40	4,960.00
22	LANDMARK REFERENCE MONUMENTS WISDOT ITEM 621.0100	0.00	EA	750.00	0.00
23	DITCHING	550.00	LF	7.00	3,850.00
24	TURF RESTORATION	0.00	SY	1.60	0.00
25	EROSION MAT, CLASS I, TYPE B	0.00	SY	1.18	0.00
26	MOBILIZATION EROSION CONTROL WISDOT ITEM 628.1905	0.00	EA	0.01	0.00
27	MOBILIZATION EMERGENCY EROSION CONTROL WISDOT ITEM 628.1910	0.00	EA	100.00	0.00
28	TEMPORARY DITCH CHECKS	0.00	EA	80.00	0.00
29	CULVERT PIPE DITCH CHECK	0.00	EA	15.00	0.00
30	MARKING LINE EPOXY 4 INCH	0.00	LF	0.75	0.00
31	MARKING STOP LINE EPOXY 18 INCH	0.00	LF	17.00	0.00



P.O. Box 1137
 Appleton, WI 54912-1137
 Phone: 920-749-3360
 Fax: 920-749-3384

INVOICE # 46973

Estimate # 1
 Architect Project #

To : Customer # 38509
 VILLAGE OF HARRISON C/O MCMAHON
 PO BOX 1025
 NEENAH, WI 54957

Invoice #: 46973
 Date: 08/30/24
 Customer Reference: HARRISON - STATE PARK RD
 Invoice Due Date: 09/29/24
 Payment Terms: NET 30 DAYS
 Project Manager: Sam Woelfel

Contract : 3400SW. Harrison - State Park Rd Construction

Make Check Payable to: MCC INC.

Total US Dollars Due 230,674.24

MCC imposes a surcharge on payments made by credit card, which is not greater than our cost of acceptance.

Item #	Contract Item	Units	U/M	Unit Price	Total
32	MARKING WORD	0.00	EA	175.00	0.00
33	MARKING ARROW	0.00	EA	170.00	0.00
34	CONTRACTOR QUALITY CONTROL TESTING	0.00	LSB	9,360.00	0.00
35	TRAFFIC CONTROL SIGNING & BARRICADES INCLUDING DETOUR SIGNS	0.50	LSB	3,500.00	1,750.00
Total \$251,483.00 242,815.00 Retainage \$12,574.15 12,140.76 Less Previous Applications : 0.00 Total Due This Invoice : 230,674.24					



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Approval of Protective Covenants for Crossroads Business Park.

Issue:
Does the Village Board approve the protective covenants for Crossroads Business Park?

Background and Additional Information:
The following protective covenants sets forth the requirements developing in the Crossroads Business Park.

The covenants have been reviewed by the Village Attorney.

Budget Impacts:
None

Recommended Action:
Motion to approve the protective covenants for Crossroads Business Park.

Attachments:

- [Crossroads Business Park Protective Covenants.pdf](#)



**PROTECTIVE COVENANTS AND RESTRICTIONS
CROSSROAD BUSINESS PARK**

The undersigned, the Village of Harrison (hereinafter the "Village", being the owner of the following premises in the Crossroads Business Park, to wit:

Lots 1-13, Crossroad Business Park Final Plat, Village of Harrison; (the "Property")

For the mutual benefit of the Village and those persons who may purchase any of the Property now owned by the undersigned, hereby imposes the following covenants and restrictions on said Property as covenants running with the land, and with such force and effect as if contained in each subsequent conveyance of land.

- A. Village Approval. No construction may occur on all or any portion of the Property until construction plans are approved by the Village. The Village shall review construction plans to determine whether said plans comply with the spirit, intent, and letter of these covenants. All construction and other improvements to the Property must be substantially in accordance with approved plans.

- B. Permitted Uses. The use of the Property shall be limited to the Permitted and Conditional Uses in the "BP" Business Park District of the Harrison Municipal Code, as amended from time to time, excepting therefrom the following uses:
 - a. Adult establishments.
 - b. Auto salvage and wrecking operations, industrial metal and waste salvage operations and junk yards.
 - c. Mini-storage projects, that being rentals of storage of personal belongings which are not used as part of a business or trade.

- d. Personal storage facilities, that being occupation of any property of the Property for storage of the owner's personal belongings.
- C. Accessory Uses. The Accessory uses incidental to the Permitted Uses in the Harrison Zoning Code are allowable.
- D. Parking Areas, Driveways and Loading Zones. All parking, storage and driveway/drive aisles shall be constructed of asphalt or concrete.
- E. Building Materials. High quality building materials such as brick, stone, EFIS, architectural metal panels, glass, or other modern high-quality architectural materials must be included in the plans to be submitted to the Village prior to construction. The façade of the building shall include at least 4 feet of split face concrete block or brick materials.
- F. HVAC Units. HVAC units or similar infrastructural features shall be screened with materials consistent with the rest of the building.
- G. Outdoor storage of materials. Outdoor storage of materials should be minimized. Should outdoor storage be required or utilized, any outdoor storage area shall be screened with sufficient fencing and/or slats in the fencing to make said outdoor storage to make said outdoor storage not visible from any public street or to any other owner of Property covered by these covenants and restrictions.
- H. Signs. All signs shall be monument-style signs, no pole signs are allowed.
- I. No subdivision allowed. No lot purchased in said subdivision shall be further subdivided by any owner of record.
- J. Investment Property. Without permission of the Village, Property shall not be purchased and re-sold to another party as an investment opportunity prior to approved construction.
- K. Repurchase Authorized. If the owner of any lot has not constructed an approved permanent structure within one (1) year (12 months) from the date of recording of the deed for the conveyance of the portion of the Property, the Village of Harrison may repurchase said Property by providing sixty (60) days' written notice to the owner at the address listed in the property tax records of its intention to repurchase.

Said repurchase prices shall be the same price for which the Property was sold to the owner less any unpaid property taxes, utility bills, and other sums owed by the owner to the Village.

- L. Tax Exempt Properties; payment in lieu of taxes. No portion of the Property shall be occupied by a tax-exempt use unless the owner/tenant on any portion of the property has entered into an agreement for payment in lieu of taxes (hereinafter a "PILOT" agreement). In the absence of a PILOT agreement, any future owner who causes or allows all or any part of any Lot located on the Property to become exempt from payment of property tax, shall pay to the Village, an amount equal to the property tax payment that would otherwise be due but for said land's property exempt status (hereinafter a "PILOT" payment). Any such PILOT payment shall be due on or before any deadline that would apply but for the property-tax-exempt status. The owners and occupants of said exempt land shall be jointly liable for any such payment. Any unpaid PILOT payment arising under this paragraph may be placed on the tax roll as a special charge against the subject land. By purchasing or acquiring ownership or beneficial rights in the Property, all future owners and occupants waive their right to object to the imposition of a special charge under such circumstances, on procedural, jurisdictional, or any other grounds, including lack of notice.

- M. Effective Period. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years at which times said covenants shall cease unless these covenants are extended by a the owners of the Property prior to the expiration of the covenants, which may occur upon an affirmative vote of the owners representing at least 75% of the land area constituting the Property. An extension shall last an additional twenty (20) years and successive extensions may also occur on the same voting terms.

- N. Default. If a future owner or occupant of the Property shall violate, or attempt to violate, or allow a violation of, any of the covenants set out herein during the time the covenants are still in effect, the Village and/or any other owner of all or part of the Property may, but shall not be required to, enforce any such covenant in law or equity..

Dated this 24th day of September, 2024.

Allision Blackmer, Village President

Vicki Tessen, Village Clerk



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Final Plat – Crossroads Business Park – Village of Harrison – Parcels 40390 & 40384

Issue:

Does the Village Board approve the Final Plat of the Crossroads Business Park?

Background and Additional Information:

The applicant (the Village of Harrison) is proposing a 13-lot and 2-outlot final plat for Crossroads Business Park. The business park is located east of Friendship Drive and south of County KK, but north of State Hwy 55. It consists of two parcels—40390 and 40384. The very east side of the subdivision borders the City of Kaukauna. The restaurant former SALT, which is not part of the preliminary plat, is located between lots 9 and 5, off Friendship Dr.

The land was recently purchased by the Village of Harrison. The Village is the developer of the business park. Protective covenants for the business park will be considered by the Village Board on September 24th.

The subdivision has two main entrances—an entrance off Friendship Dr and an entrance off Cty KK. All roadways are proposed to be dedicated to the public at a width of 66-feet for the right-of-way. Lots vary in square footage. The average lot size is 64,395 square feet. Sewer and water will be extended through the subdivision. Stormwater management will be accommodated in a stormwater pond located on Outlot 1.

Engineering has been approved and the project has been bid and awarded. There is an intergovernmental agreement with the city of Kaukauna to share the northern portion of Fieldcrest Drive (east of Outlot 2 and Lot 13). The Village will maintain the road. Fieldcrest Drive south of County KK aligns to Fieldcrest Drive north of County KK. Earlier the preliminary plat had showed a hitch in the road alignment.

Budget Impacts:

None

Recommended Action:

The Plan Commission recommends approval of the Final Plat for Crossroads Business Park.

Attachments:

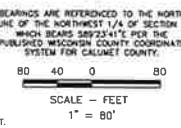
- Final Plat .pdf
- Final Plat Map (Sales).pdf
- Aerial.pdf

CROSSROADS BUSINESS PARK

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3334, RECORDED IN VOLUME 28 OF CERTIFIED SURVEY MAPS ON PAGES 256-259 AS DOCUMENT NO. 477770, BEING PART OF THE SOUTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4; AND UNPLATTED LANDS BEING PART OF THE NORTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4; ALL IN SECTION 6, TOWNSHIP 20 NORTH, RANGE 19 EAST, VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN



NOTES:
 • THIS SUBDIVISION IS ALL OF TAX PARCEL ID NUMBERS 40384 AND 40390
 • OUTLOT 1 AND OUTLOT 2 ARE CREATED FOR STORM WATER PURPOSES WHICH ARE TO BE OWNED AND MAINTAINED BY THE VILLAGE OF HARRISON.
 • SEE SHEET 2 FOR ADDITIONAL NOTES, RESTRICTIONS AND PROVISIONS.
 • THIS PLAN IS SUBJECT TO A RESTRICTIVE COVENANT RECORDED IN A SEPARATE INSTRUMENT.



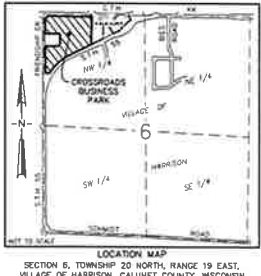
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	1187.17	031°47'47"	658.62	S47°40'33"W	850.40	S63°34'28"W	S31°48'40"W
C2	1187.17	024°58'23"	317.44	S44°15'51"W	513.36	S56°43'03"W	S31°46'40"W
C3	1187.17	006°03'14"	125.43	S60°32'50"W	125.38	S63°34'28"W	S57°31'13"W
C4	1187.17	023°44'33"	333.39	S44°38'56"W	528.91	S57°31'13"W	S31°48'40"W
C5	85.00	089°58'43"	102.10	N44°48'10"E	91.92	N89°48'01"E	N00°11'41"W
C6	135.00	006°12'58"	14.65	N02°54'39"E	14.64	N00°11'51"W	N06°01'09"E
C7	67.00	089°32'00"	104.70	S45°02'10"W	84.31	S00°16'10"W	S89°48'10"W
C8	133.00	047°17'12"	112.09	S85°39'34"W	108.80	S41°30'58"W	S89°48'10"W
C9	87.00	021°37'00"	25.28	S78°59'40"W	25.13	S68°11'07"W	S89°48'10"W
C10	133.00	001°55'53"	4.48	S88°50'14"W	4.48	S89°48'10"W	S87°52'18"W
C11	133.00	068°23'00"	156.74	S33°59'40"W	149.48	S88°11'07"W	S00°31'50"E
C12	133.00	026°48'35"	62.23	S54°46'32"W	63.87	S41°22'34"W	S68°11'07"W
C13	133.00	041°34'25"	98.51	S20°35'22"W	84.40	S41°22'34"W	S00°31'50"E
C14	67.00	068°23'00"	79.97	S33°59'40"W	75.30	S00°11'50"E	S68°11'07"W
C15	133.00	079°36'32"	184.80	S39°36'28"W	170.29	S78°24'42"W	S00°11'50"E
C16	133.00	089°58'43"	139.28	S29°47'38"W	132.98	S00°11'50"E	S59°47'38"W
C17	133.00	019°37'07"	45.54	N69°36'09"E	45.32	N79°24'42"E	N59°47'38"E
C18	67.00	079°36'32"	93.09	S39°36'28"W	85.78	S00°11'50"E	S78°24'42"E
C19	67.00	010°23'28"	12.15	S84°38'28"W	12.13	S78°24'42"E	S89°48'10"W
C20	133.00	010°23'28"	24.13	S84°38'28"W	24.09	S89°48'10"W	S78°24'42"E
C21	67.00	068°22'59"	79.97	N56°00'30"W	75.30	S89°48'10"W	N21°48'50"W
C22	133.00	068°22'59"	156.74	N56°00'30"W	149.48	N21°48'50"W	S89°48'10"W
C23	133.00	047°35'38"	111.25	N45°46'40"W	108.04	N68°44'28"W	N21°48'50"W
C24	133.00	020°27'20"	47.49	N78°50'09"W	47.23	S89°48'10"W	N68°44'28"W
C25	60.00	293°15'53"	387.19	S00°11'50"E	66.00	N33°33'51"W	N33°01'11"E
C26	60.00	116°54'19"	122.42	N68°58'58"E	102.24	N29°31'50"E	S33°33'51"E
C27	60.00	070°35'00"	73.92	N05°45'41"W	69.33	N41°03'11"W	N29°31'50"E
C28	60.00	103°46'38"	110.77	S86°03'30"W	95.70	S33°01'11"W	N41°03'11"W

- LEGEND**
- ⊗ - 1 1/4" x 18" ROUND STEEL REBAR WEIGHING 4.3 lbs./ft. @ 18" SET
 - - 1" O.D. IRON PIPE FOUND
 - ⊙ - 3/4" IRON ROD FOUND
 - ⊕ - ALL OTHER LOT CORNERS STAKED WITH 3/4" x 18" ROUND STEEL REBAR, WEIGHING 4.3 LBS./LIN. FT.
 - ⊙ - CERTIFIED LAND CORNER CALUMET/OUTAGAMIE COUNTY
 - S.F. - SQUARE FEET
 - () - RECORDED BEARING AND/OR DISTANCE
 - () - EXISTING POWER POLE
 - () - EXISTING LIGHT POLE
 - () - EXISTING OVERHEAD UTILITY LINE
 - () - CORPORATE BOUNDARY LINE
 - () - NO ACCESS
 - () - RIGHT-OF-WAY (R.O.W.) LINE
 - () - PROPERTY LINE
 - () - SECTION LINE
 - () - BUILDING SETBACK LINE
 - () - UTILITY EASEMENT (15' UNLESS NOTED)

EXEMPT WETLANDS OF SAID DELINEATION ARE NOT SHOWN. NONFEDERAL WETLAND EXEMPTION DETERMINATION WIS-NE-2023-8-0460 DATED DECEMBER 19, 2023 AND ARTIFICIAL WETLAND EXEMPTION DETERMINATION WIS-NE-2023-8-0463 DATED DECEMBER 29, 2023. SUBJECT TO USAGE REGULATORY FILE NO. MWP-2023-01206-ALM DATED FEBRUARY 26, 2024

ACCESS RESTRICTED NOTE:
 AS OWNER I HEREBY RESTRICT LOTS 1, 3, 4, AND 5, IN THAT NO OWNER, POSSESSOR, USER, NOR LICENSEE, NOR OTHER PERSON SHALL HAVE ANY RIGHT OF DIRECT VEHICULAR INGRESS OR EGRESS WITH S.T.H. 55, AS SHOWN ON THE PLAN; IT BEING EXPRESSLY INTENDED THAT THIS RESTRICTION SHALL CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC ACCORDING TO S. 236.293, STATS. AND SHALL BE ENFORCEABLE BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION.

HIGHWAY SETBACK NOTE:
 NO IMPROVEMENTS OR STRUCTURES ARE ALLOWED BETWEEN THE RIGHT-OF-WAY LINE AND THE HIGHWAY SETBACK LINE. IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION IS FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN SECTION 236.293, WISCONSIN STATUTES, AND SHALL BE ENFORCEABLE BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION OR ITS ASSIGNS. CONTACT THE WISCONSIN DEPARTMENT OF TRANSPORTATION FOR MORE INFORMATION. THE PHONE NUMBER MAY BE OBTAINED BY CONTACTING THE COUNTY HIGHWAY DEPARTMENT



There are no objections to this plat with respect to Secs 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



McMAHON ASSOCIATES, INC.
 1445 McMAHON DRIVE, NEEHAW, WI 54952
 PH 920 751 4200 FX 920 721 4584 MCHGRP.COM

CROSSROADS BUSINESS PARK

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3334, RECORDED IN VOLUME 28 OF CERTIFIED SURVEY MAPS ON PAGES 256-259 AS DOCUMENT NO. 477776, BEING PART OF THE SOUTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4; AND UNPLATTED LANDS BEING PART OF THE NORTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4; ALL IN SECTION 6, TOWNSHIP 20 NORTH, RANGE 19 EAST, VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Douglas E. Woelz, Wisconsin Professional Land Surveyor S-2327, certify that I have surveyed, divided and mapped part of Lot 2 of Certified Survey Map No. 3334, recorded in Volume 28 of Certified Survey Maps on Pages 256-259 as Document No. 477776, being part of the Southwest 1/4 of the Fractional Northwest 1/4 and the Northwest 1/4 of the Fractional Northwest 1/4; and unplatted lands being part of the Northwest 1/4 of the Fractional Northwest 1/4; all in Section 6, Township 20 North, Range 19 East, Village of Harrison, Calumet County, Wisconsin, containing 1,060,168 square feet (24.338 acres) of land more or less and described as follows:

Commencing at the Northwest corner of said Section 6; Thence S89°24'41"E (recorded as S89°24'03"E and N89°34'21"E), 100.69 feet along the North line of the Northwest 1/4 of said Section 6; Thence S00°30'10"W, 50.00 feet to the South right-of-way line of C.T.H. KK and the Point of Beginning; Thence S89°24'41"E (recorded as S89°24'03"E and N89°34'21"E), 1008.07 feet along said South right-of-way line to the Northwest corner of Certified Survey Map No. 4083, recorded in Volume 30 of Certified Survey Maps on Pages 13-15 as Document No. 583418; Thence S00°07'10"W (recorded as S00°15'43"W and S00°45'33"E), 688.43 feet (recorded as 688.38 feet) along the West line of said Certified Survey Map No. 4083 and its Southern extension to the Northern right-of-way line of S.T.H. 35; Thence S03°24'27"W (recorded as S62°25'51"W), 624.88 feet along said Northern right-of-way line to the start of a 1187.17 foot radius curve to the left; Thence 608.82 feet continuing along said Northern right-of-way line being the arc of said curve having a 650.40 foot chord which bears S47°40'33"W; Thence S88°51'45"W (recorded as S87°30'09"W), 99.66 feet continuing along said Northern right-of-way line to the East right-of-way line of Friendship Drive; Thence N04°04'18"W (recorded as N04°07'09"W and N03°08'45"W), 115.02 feet (recorded as 114.85 feet) along said East right-of-way line; Thence N00°11'50"W (recorded as N01°13'26"W), 558.66 feet continuing along said East right-of-way line to the Southwest corner of Lot 1 of Certified Survey Map No. 3334; Thence N89°48'10"E, 394.80 feet along the South line of said Lot 1 and lands described in Document No. 555720 to the start of a 65.00 foot radius curve to the left; Thence 102.10 feet continuing along said South line of lands described in Document No. 555720 being the arc of said curve having a 91.92 foot chord which bears N44°48'10"E; Thence N00°11'50"W, 228.49 feet along East line of said lands described in Document No. 555720 to the start of a 135.00 foot radius curve to the right; Thence 14.65 feet continuing along said East line being the arc of said curve having a 14.64 foot chord which bears N02°54'38"E to the Northwest corner of said lands described in Document No. 555720; Thence S89°48'10"W, 370.59 feet along the North line of said lands to the East right-of-way line of Friendship Drive; Thence N00°11'50"W (recorded as N01°13'26"W), 370.15 feet along said East right-of-way line to the South right-of-way line of C.T.H. KK; Thence N45°12'03"E (recorded as N44°10'28"E), 94.08 feet along said South right-of-way line to the Point of Beginning;

That I have made such survey, land division, and plot under the direction of the owners of said land, that such plot is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made. That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision regulations of the Village of Harrison in surveying, dividing and mapping the same.

Dated this 27th day of August, 2024

Douglas E. Woelz, S-2327
Wisconsin Professional Land Surveyor



OWNER'S CERTIFICATE OF DEDICATION

The Village of Harrison, as owner, does hereby certify that we caused the land described on this Plot to be surveyed, divided, and mapped as represented on the Plot. We also certify that this plot is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection:

Department of Administration
Department of Transportation
Calumet County
Village of Harrison

WITNESS the hand and seal of said owner this _____ day of _____, 20____
In the Presence of:

Allison Blockmer, Village President

Vicki L. Tessen, Village Clerk

State of Wisconsin)
Calumet County) SS

Personally came before me this _____ day of _____, 20____, the above named person(s) to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Calumet County, WI

My Commission Expires: _____

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by VILLAGE OF HARRISON, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as WE Energies, Grantee,
SEG, Grantee,
TDS METROCOM, LLC, Grantee,
AT&T WISCONSIN, a Wisconsin Corporation, Grantee,
TIME WARNER CABLE, Grantee, and
SPECTRUM MID-AMERICA, LLC, doing business as Charter Communications, Inc., Grantee,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within these areas on the plat hereinafter designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements thereon, and the right to trim or cut down trees, brush and roots as may be reasonably required incidental to the rights herein given, and the right to water upon the subdivided property for all such purposes. The Grantees agree to restore or cause to be restored, the property, as hereby is a replacement prior to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantee's facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantee. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of Grantee. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement or the Utility easement(s) are non-exclusive.

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

NO UTILITY TRANSFORMERS OR PEDESTALS ARE TO BE SET WITHIN 2 FEET OF A LOT CORNER MONUMENT.

NO CONDUCTORS ARE TO BE BURIED WITHIN 1 FOOT OF A LOT CORNER MONUMENT.

SANITARY, STORM SEWER, DRAINAGE AND WATERMAIN EASEMENT PROVISIONS

An easement for sanitary sewer, storm sewer, drainage and watermain is hereby granted by VILLAGE OF HARRISON, Grantor, to VILLAGE OF HARRISON, Grantee,

The Grantor, their respective lessees, successors, heirs or assigns, shall have full use and enjoyment of the property referenced above provided that such use does not interfere with Grantee's right to install, replace, operate, maintain and repair said sanitary sewer, drainage, watermain and associated appurtenances. It is further agreed that after maintaining, repairing, replacing or relocating of said sanitary sewer, storm sewer, drainage, watermain and associated appurtenances, Grantee shall restore unimproved surfaces such as grass, gravel and dirt on said property, as closely as possible, to the condition previously existing. Grantee shall not be required to restore or compensate for any improvements or improved surfaces such as, but not limited to, curb and gutter, hard pavements, trees, shrubs and landscaping, disturbed as a result of the maintenance activities described herein. Grantee does hereby agree to compensate fully for any damage caused directly or indirectly from said maintenance, repair, replacement or relocation of said sanitary sewer, storm sewer, drainage, watermain and associated appurtenances that occur outside of the above described easement area. Buildings or any other type of structure shall not be placed over Grantee's facilities or in, upon or over the property within the lines marked "Sanitary Sewer Easement", "Storm Sewer Easement", "Drainage Easement" and "Watermain Easement". Grantee agrees that it shall give timely notice to the Grantor of routine maintenance work.

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

VISION CLEARANCE EASEMENT PROVISIONS

An easement for vision clearance is hereby granted by VILLAGE OF HARRISON, Grantor, to VILLAGE OF HARRISON, Grantee,

The Grantor, their respective lessees, successors, heirs or assigns, shall have full use and enjoyment of the property referenced above provided that such use does not interfere with a clear sight line. No building, fencing, construction, or planting/landscaping higher than three feet is allowed within the easement area.

VILLAGE OF HARRISON APPROVAL:

Resolved, that the plat of Crossroads Business Park in the Village of Harrison, was hereby approved and accepted by the Village Board of the Village of Harrison, Calumet County, Wisconsin, on this _____ day of _____, 20____.

Village President, Allison Blockmer Date

STATE OF WISCONSIN)

Calumet County) SS

I, Vicki L. Tessen, being the duly elected, qualified and acting clerk of the Village of Harrison, Calumet County, do hereby certify that the Village Board of the Village of Harrison passed by voice vote on this _____ day of _____, 20____, authorizing me to issue a certificate of approval of Crossroads Business Park, Village of Harrison as owners, upon satisfaction of certain conditions, and I do also hereby certify that all conditions were satisfied and the APPROVAL WAS GRANTED AND EFFECTIVE ON THE _____ day of _____, 20____.

Dated _____ Village Clerk, Vicki L. Tessen

CERTIFICATE OF VILLAGE TREASURER

As duly appointed qualified and acting Treasurer of the Village of Harrison, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in Crossroads Business Park as of the date listed below:

Village Treasurer, Vicki L. Tessen Date

CERTIFICATE OF COUNTY TREASURER

I, Michael Schlock, being the duly elected qualified and acting County Treasurer of the County of Calumet, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments affecting any of the lands included in Crossroads Business Park as of the date listed below:

County Treasurer, Michael Schlock Date

Drainage and Stormwater Management Notes:

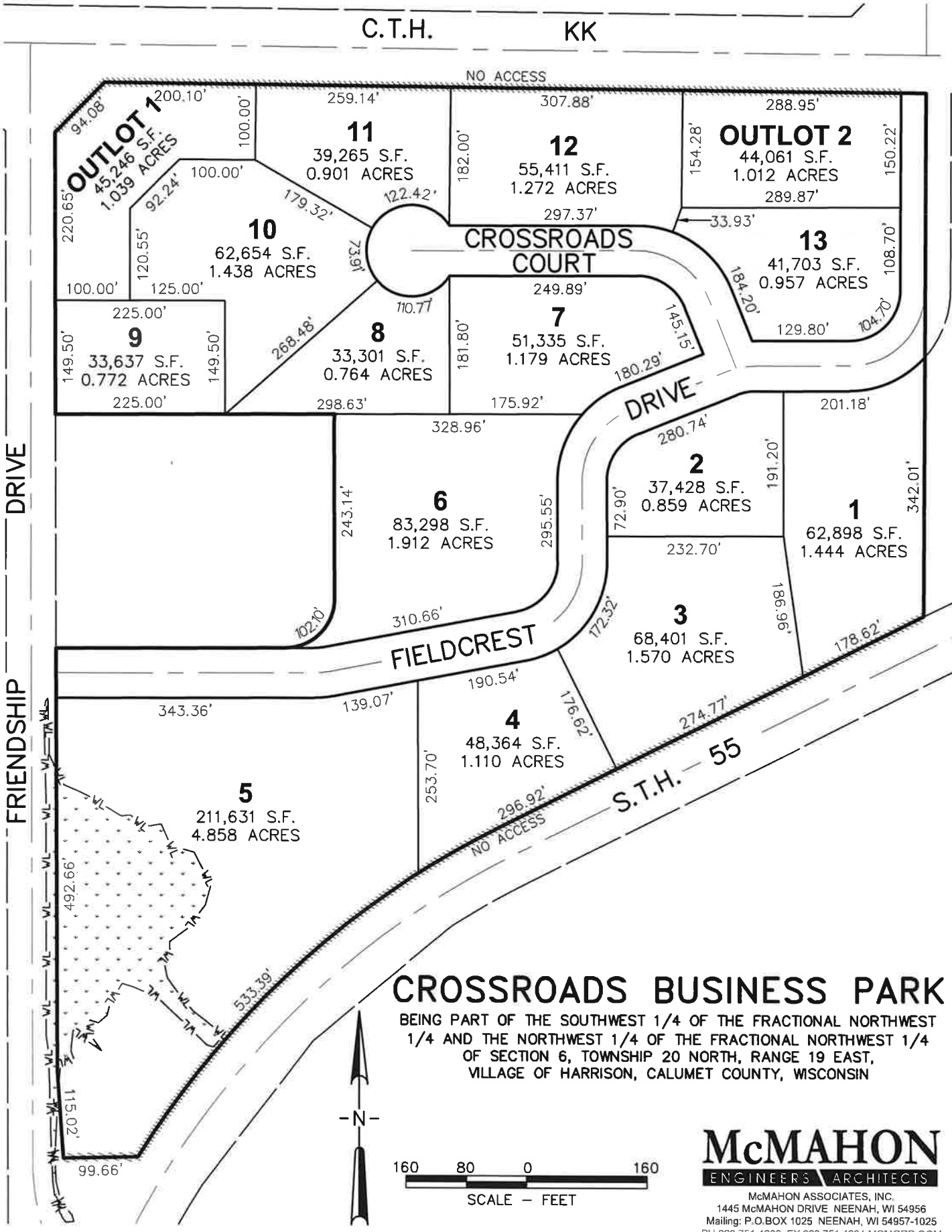
- There are Ordinance regulations that have been passed by the Village of Harrison requiring the maintenance of lot drainage plans on a permanent basis. Said regulations have been recorded as Document Number 331408. Calumet County Register of Deeds and shall apply to all subdivisions approved after the 1st day of May, 2001. Said recording shall have the effect of deed restrictions requiring that permanent liens be established in conformance with the lot drainage plan elevations within one year after initial occupancy of any house. Failure to maintain grades in accordance with storm water or drainage plans shall entitle the Village or representative thereof to direct complainants or upon failure of complainants to make said lands come into compliance. The costs and expenses shall be entered on the tax roll as a special charge against the property and collected with other taxes levied thereon.
- Building permits and occupancy permits may be withheld for non-compliance with the plat or Village Ordinances relating to drainage and storm water management.
- In the event that the surface drainage facilities required by the plat which are applicable to the lot for which a building permit has been applied, have not been complied with, the building inspector may withhold building permits required by the building code.
- In the event that, after construction there is a failure to establish surface grades in accordance with the subdivision surface water plan, the building inspector may withhold the occupancy permit required by the building code.
- Maintenance of all drainageways and associated structures within the plat or serving the plat is the sole responsibility of the Owner/Subdivider until acceptance by or dedication to the Village of Harrison.
- Where the final drainage plan requires a storm inlet to adequately drain the rear portion of lots within blocks of the plat, the subdivider shall incorporate restrictive covenants in the deeds for the aforementioned lots that, the respective lot owners shall be responsible for maintaining a clear grate on any storm drainage inlets on their lot.
- Upon failure of the Owner/Subdivider to perform maintenance of the drainageways and associated structures, the Village of Harrison retains the right to perform maintenance and/or repairs. The payments of said maintenance and/or repairs shall be equally assessed among the property owners of the plat.
- A drainage plan has been filed with the Village of Harrison which states the required levels of maintenance for all the identified storm water management systems/facilities.
- No obstruction may be constructed, planted or maintained within any drainage easement so that such obstruction impedes the natural flow of water and/or diminishes the natural aesthetic quality of the drainageway.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



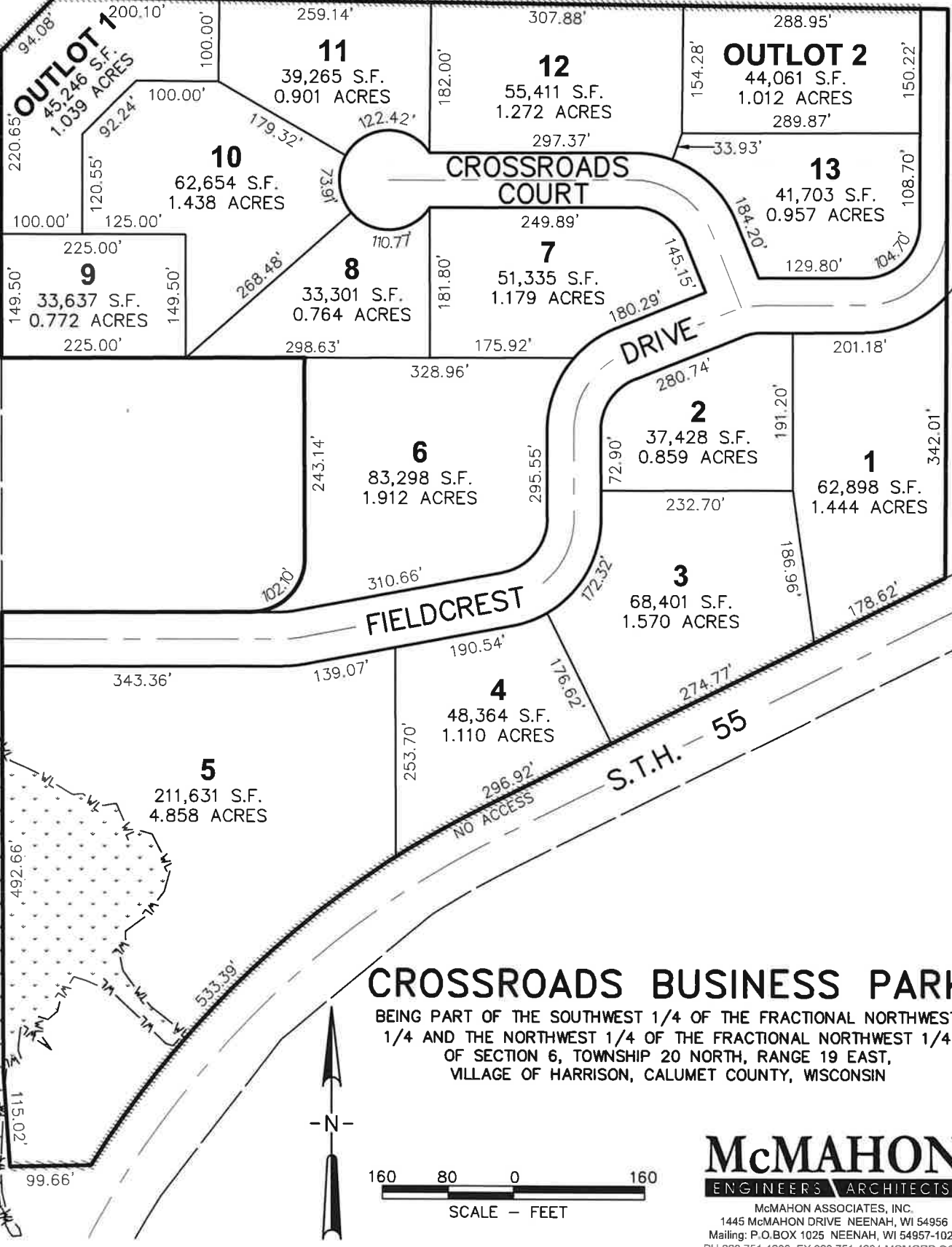


C.T.H. KK

NO ACCESS

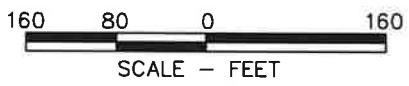
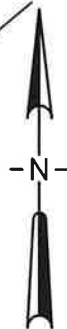
OUTLOT 1
45,246 S.F.
1.039 ACRES

OUTLOT 2
44,061 S.F.
1.012 ACRES



CROSSROADS BUSINESS PARK

BEING PART OF THE SOUTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE FRACTIONAL NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 19 EAST, VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN



McMAHON
ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM



Aerial of Final Plat

Google



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Approval of Offer to Purchase for Lot 3 in the Crossroads Business Park.

Issue:
Does the Village Board approve the Offer to Purchase for Lot 3 in the Crossroads Business Park?

Background and Additional Information:
Offer to Purchase from Mirror Finish or as assigns for Lot 3 in the Crossroads Business Park.

Budget Impacts:

Recommended Action:
Motion to approve the Offer to Purchase for Lot 3 in the Crossroads Business Park subject to lot being created and protective covenants for the park.

Attachments:

- [OTP Lot 3 Crossroads Bus Park.pdf](#)

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON September 4, 2024 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Mirror Finish or as assigns
4 offers to purchase the Property known as Lot 3 of Crossroads Business Park
5 Fieldcrest Drive

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach
7 as an addendum per line 682] in the Village of Harrison, County
8 of Calumet Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Fifty-Four Thousand, Nine Hundred Fifty-One
10 Dollars (\$ 54,951.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: _____
13

14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: _____
18

19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented
20 and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in
27 an addendum per line 682.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before October 4, 2024

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
35 Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on December 3, 2024
37

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
41 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
42 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money
43 transfer instructions.**

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ 1,000.00 will be mailed, or commercially, electronically

48 or personally delivered within _____ days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as Evan's title trust
50 account) **STRIKE THOSE NOT APPLICABLE**

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an
53 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special
54 disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines (**STRIKE AS APPLICABLE**) and all other dates and Deadlines in
79 this Offer except:

80 _____ . If "Time is of the Essence" applies to a date or Deadline,
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated _____ , which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and **To be provided by 12/3/24**

99 _____
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on lines 256-281 shall be deemed satisfied unless Buyer, within ___ days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 256-281.

Proposed Use: Buyer is purchasing the Property for the purpose of: _____

[insert proposed use and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

ZONING: Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 251-255.

SUBSOILS: Written evidence from a qualified soils expert that the Property is free of any subsoil condition that would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such development.

PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY: Written evidence from a certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 [CHECK ALL THAT APPLY] conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank; other: _____

EASEMENTS AND RESTRICTIONS: Copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

APPROVALS/PERMITS: Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items related to Buyer's proposed use: _____

UTILITIES: Written verification of the location of the following utility service connections (e.g., on the Property, at the lot line, across the street, etc.) [CHECK AND COMPLETE AS APPLICABLE]:

electricity _____; gas _____; sewer _____; water _____; telephone _____; cable _____; other _____

ACCESS TO PROPERTY: Written verification that there is legal vehicular access to the Property from public roads.

LAND USE APPROVAL/PERMITS: This Offer is contingent upon (Buyer)(Seller) [STRIKE ONE] ("Buyer" if neither stricken) obtaining the following, including all costs: a [CHECK ALL THAT APPLY] rezoning; conditional use permit; variance; other _____ for the Property for its proposed use described at lines 251-255. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within ___ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) [STRIKE ONE] ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within ___ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) [STRIKE ONE] ("Seller's" if neither is stricken) expense. The map shall show minimum of ___ acres, maximum of ___ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

[STRIKE AND COMPLETE AS APPLICABLE] Additional map features that may be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way.

CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
314 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
319 reported to the Wisconsin Department of Natural Resources.

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.
344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached
364 per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
380 (even if subject to conditions) that is:

381 (1) signed by Buyer; or

382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**
386 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**
387 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
394 unavailability.

395 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or

397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
404 acceptance, Buyer shall deliver to Seller either:

405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
406 the time of verification, sufficient funds to close; or

407 (2) _____

408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
414 access for an appraisal constitute a financing commitment contingency.

415 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall

438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a

439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close

440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of

441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if

444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____ (name other contingencies, if any); and

447 (3) Any of the following checked below:

448 Proof of bridge loan financing.

449 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
450 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

451 Other: _____

452 _____
453 _____
454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and _____

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

472 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.

475 Current assessment times current mill rate (current means as of the date of closing).

476 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478 _____
479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
480 **substantially different than the amount used for proration especially in transactions involving new construction,**
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
482 **assessor regarding possible tax changes.**

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

TITLE EVIDENCE

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

495 _____
496 _____ (insert other allowable exceptions from title, if
497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
536 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are _____

537 _____
538 _____ . Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

DEFINITIONS

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If **Buyer defaults**, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If **Seller defaults**, Buyer may:

- 602 (1) sue for specific performance; or
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of
651 _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage
652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any
653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party
654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES**

656 _____
657 _____
658 _____
659 _____
660 _____

661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
663 664-679.

664 (1) **Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: Village of Harrison

667 Name of Buyer's recipient for delivery, if any: Jill Hendricks Vision Realty & Development LLC

668 (2) **Fax:** fax transmission of the document or written notice to the following number:

669 Seller: (_____) Buyer: (_____)

670 (3) **Commercial:** depositing the document or written notice, fees prepaid or charged to an account, with a commercial
671 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
672 line 675 or 676.

673 (4) **U.S. Mail:** depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
674 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

675 Address for Seller: _____

676 Address for Buyer: _____

677 (5) **Email:** electronically transmitting the document or written notice to the email address.

678 Email Address for Seller: _____

679 Email Address for Buyer: aarronf@mirrorfinishllc.com/jill@visionrealtyanddev.com

680 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
681 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

682 **ADDENDA:** The attached _____ plat _____ is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] Jill Hendricks Vision Realty & Development LLC

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

696 (x) [Signature] 9-4-24
697 Buyer's Signature ▲ Print Name Here ▶ Mirror Finish or as assigns Date ▲

698 (x) _____
699 Buyer's Signature ▲ Print Name Here ▶ _____ Date ▲

700 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
701 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
702 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
703 **COPY OF THIS OFFER.**

704 (x) _____
705 Seller's Signature ▲ Print Name Here ▶ Village of Harrison Date ▲

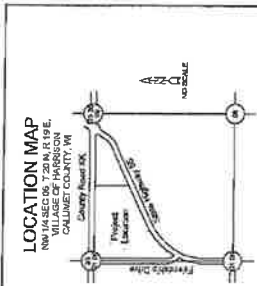
706 (x) _____
707 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

708 This Offer was presented to Seller by [Licensee and Firm] _____
709 _____ on _____ at _____ a.m./p.m.

710 This Offer is rejected _____ This Offer is countered [See attached counter] _____
711 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Crossroads

Part of Lots 2 of Corridor Survey Map No. 3334 and Part of the Fractional Northwest 1/4 of the Northwest 1/4 of the Section 14 of the Township 14 N, Range 19 E, Wagon 18 East, Wagon of Hamilton, Calumet County, Wisconsin



Line	Number	Length
1	100.00	100.00
2	100.00	100.00
3	100.00	100.00
4	100.00	100.00
5	100.00	100.00
6	100.00	100.00
7	100.00	100.00
8	100.00	100.00
9	100.00	100.00
10	100.00	100.00
11	100.00	100.00
12	100.00	100.00
13	100.00	100.00
14	100.00	100.00
15	100.00	100.00
16	100.00	100.00
17	100.00	100.00
18	100.00	100.00
19	100.00	100.00
20	100.00	100.00

Order	Station	Delta	Delta Length	Delta Angle	Station Angle	Triangle to Sample	Triangle to Sample
01	100.00	100.00	0.00	0.00	0.00	N 87°31'21" E	87°31'21"
02	200.00	100.00	100.00	0.00	0.00	N 87°31'21" E	87°31'21"
03	300.00	100.00	100.00	0.00	0.00	N 87°31'21" E	87°31'21"
04	400.00	100.00	100.00	0.00	0.00	N 87°31'21" E	87°31'21"
05	500.00	100.00	100.00	0.00	0.00	N 87°31'21" E	87°31'21"
06	600.00	100.00	100.00	0.00	0.00	N 87°31'21" E	87°31'21"
07	700.00	100.00	100.00	0.00	0.00	N 87°31'21" E	87°31'21"
08	800.00	100.00	100.00	0.00	0.00	N 87°31'21" E	87°31'21"
09	900.00	100.00	100.00	0.00	0.00	N 87°31'21" E	87°31'21"
10	1000.00	100.00	100.00	0.00	0.00	N 87°31'21" E	87°31'21"



NOTES

- All lot lines are shown as they exist.
- Boundaries are shown as they exist.
- Boundaries are shown as they exist.
- Boundaries are shown as they exist.

LEGEND

- 1. Easement
- 2. Easement
- 3. Easement
- 4. Easement
- 5. Easement
- 6. Easement
- 7. Easement
- 8. Easement
- 9. Easement
- 10. Easement

DAVEL ENGINEERING & ENVIRONMENTAL, INC.
 Civil Engineers and Land Surveyors
 1590 Johnson Street, Wausau, WI 54981
 Phone: 715/839-1500

There are no objections to this plan with respect to Sections 236.13, 236.14, 236.20 and 236.31(1) and (2), Wis. Stats. as provided by s. 236.14, Wis. Stats.

City of Hamilton, Wisconsin
 Department of Administration



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Survey Results of Cameo Court Park Development and Next Steps

Issue:
Does the Village Board accept the Cameo Park survey results and authorize staff to continue park planning development?

Background and Additional Information:
Village staff sent out approximately 50 letters to residents in the Cameo Court area where the Village purchased a burned-out home for a future park. 27 neighbors responded to the survey. A number of comments reference not wanting a park at this location. Before Village staff and the Village Engineer spend time developing a master plan, we wanted to share the survey results to allow the board to provide direction to the staff.

Budget Impacts:
None

Recommended Action:
Motion as determined by the Board.

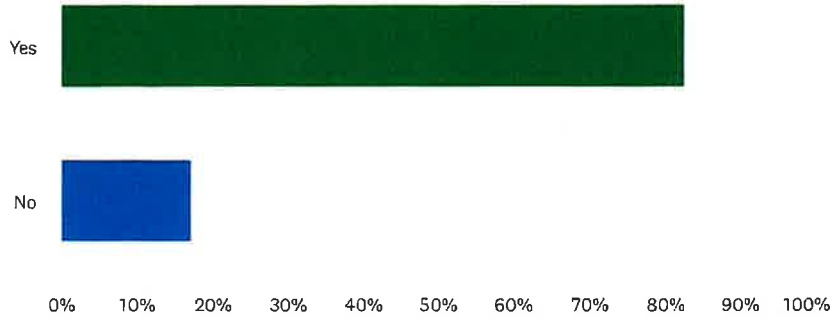
Attachments:

- [2881_001.pdf](#)

W6016 Cameo Court: Future Pocket Park

Q1 Would you utilize a pocket park at this location?

Answered: 29 Skipped: 0



ANSWER CHOICES

Yes

No

TOTAL

RESPONSES

82.76%

17.24%

24

5

29

W6016 Cameo Court: Future Pocket Park

Q2 Please indicate the number of people, from each age group of your household, that may use this park.

Answered: 28 Skipped: 1

ANSWER CHOICES	RESPONSES	
Preschool Children (1-4 years)	39.29%	11
Children (5-12 years)	39.29%	11
Teenagers (13-19 years)	32.14%	9
Adults (20 - 64 years)	82.14%	23
Seniors (65 years and older)	17.86%	5

#	PRESCHOOL CHILDREN (1-4 YEARS)	DATE
1	0	7/27/2024 3:39 PM
2	1	7/23/2024 12:52 PM
3	1	7/13/2024 6:57 AM
4	0	7/7/2024 9:31 AM
5	2	7/5/2024 4:56 PM
6	2	7/5/2024 4:50 PM
7	none	7/3/2024 10:52 PM
8	1	7/3/2024 7:06 PM
9	2	7/3/2024 6:21 PM
10	1	7/3/2024 4:30 PM
11	2	7/3/2024 12:40 PM
#	CHILDREN (5-12 YEARS)	DATE
1	3	8/14/2024 8:33 PM
2	0	7/27/2024 3:39 PM
3	2	7/19/2024 3:47 PM
4	2	7/15/2024 8:16 PM
5	1	7/13/2024 6:57 AM
6	2	7/7/2024 9:04 PM
7	0	7/7/2024 9:31 AM
8	none	7/3/2024 10:52 PM
9	2	7/3/2024 9:34 PM
10	2	7/3/2024 4:30 PM
11	1	7/3/2024 12:40 PM
#	TEENAGERS (13-19 YEARS)	DATE
1	1	8/12/2024 8:10 PM

W6016 Cameo Court: Future Pocket Park

2	2	8/11/2024 7:01 PM
3	0	7/27/2024 3:39 PM
4	2	7/23/2024 10:11 AM
5	2	7/19/2024 3:47 PM
6	0	7/13/2024 6:57 AM
7	0	7/7/2024 9:31 AM
8	2W	7/6/2024 9:40 AM
9	none	7/3/2024 10:52 PM
#	ADULTS (20 - 64 YEARS)	DATE
1	2	8/14/2024 8:33 PM
2	3	8/12/2024 8:10 PM
3	3	8/11/2024 7:01 PM
4	0	7/27/2024 3:39 PM
5	2	7/23/2024 12:52 PM
6	2	7/23/2024 10:11 AM
7	2	7/21/2024 8:31 PM
8	2	7/21/2024 5:56 PM
9	3	7/19/2024 3:47 PM
10	2	7/17/2024 12:29 PM
11	2	7/13/2024 6:57 AM
12	2	7/9/2024 8:41 AM
13	0	7/7/2024 9:31 AM
14	2	7/7/2024 9:30 AM
15	2	7/5/2024 4:56 PM
16	2	7/5/2024 4:50 PM
17	none	7/3/2024 10:52 PM
18	2	7/3/2024 9:34 PM
19	2	7/3/2024 7:41 PM
20	2	7/3/2024 7:17 PM
21	2	7/3/2024 7:06 PM
22	2	7/3/2024 4:30 PM
23	3	7/3/2024 12:40 PM
#	SENIORS (65 YEARS AND OLDER)	DATE
1	0	7/27/2024 3:39 PM
2	0	7/13/2024 6:57 AM
3	0	7/7/2024 9:31 AM
4	2	7/4/2024 12:15 PM
5	none	7/3/2024 10:52 PM

W6016 Cameo Court: Future Pocket Park

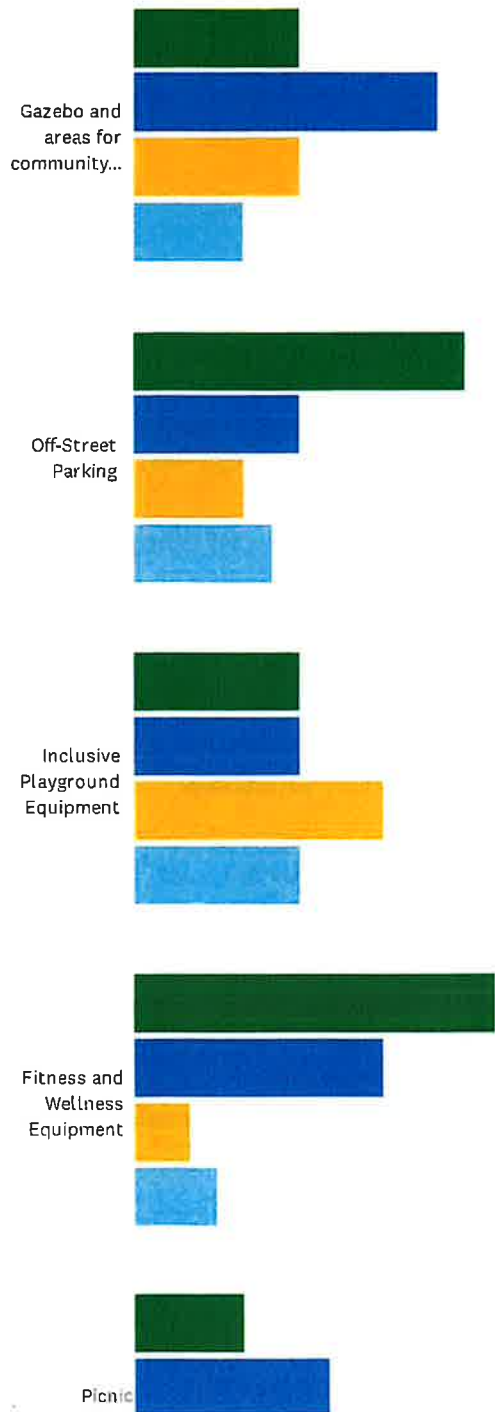
Q3 Please tell us which local parks you currently use and describe how you use them.

Answered: 27 Skipped: 2

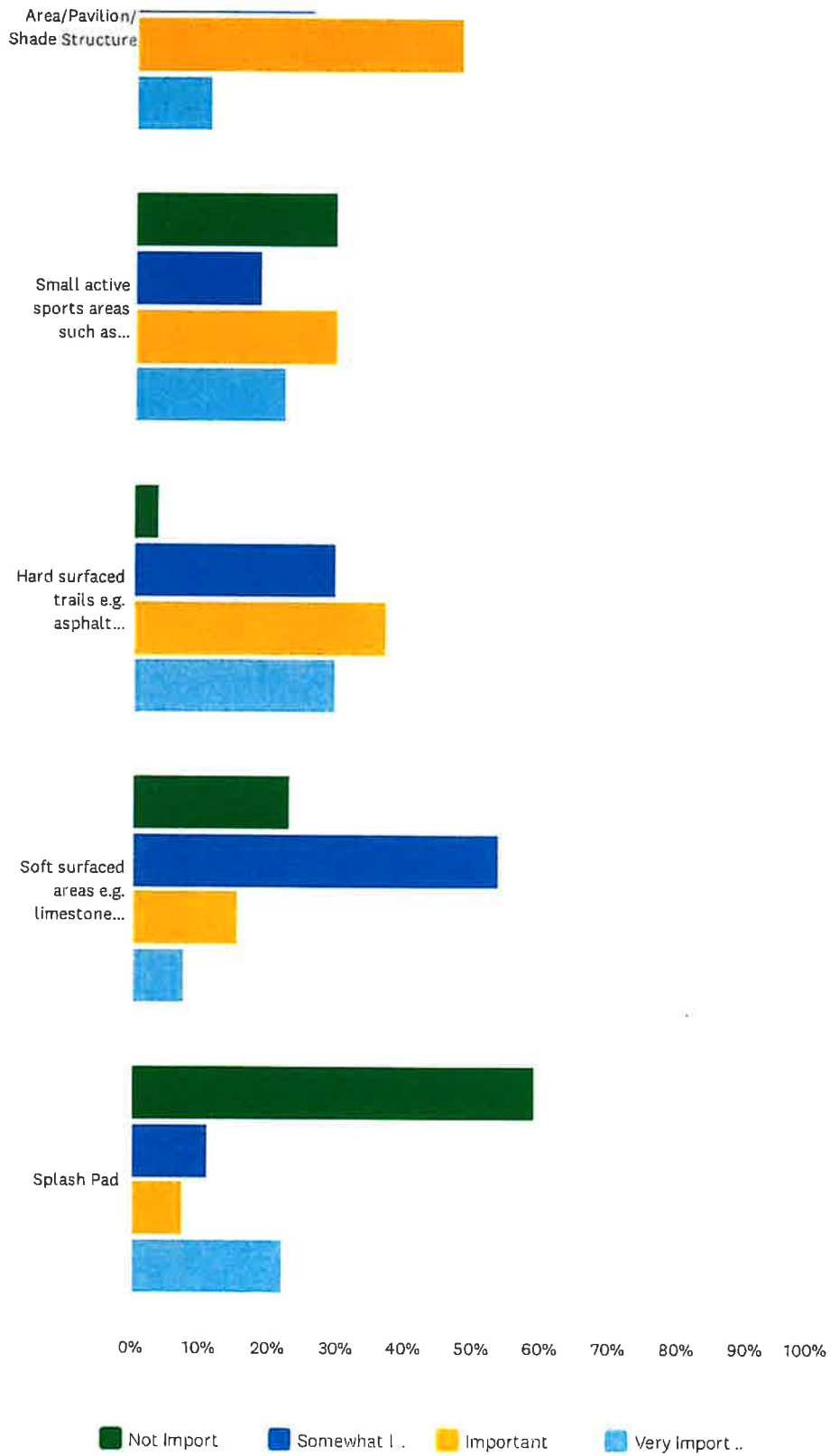
#	RESPONSES	DATE
1	Darboy Community Park-playground, soccer and trails Lions Park-playground, High Cliff-hiking, Wanick Park-splash pad, playground, trails	8/14/2024 8:33 PM
2	Darboy park	8/12/2024 8:10 PM
3	Harrison park on Noe Rd.	8/11/2024 7:01 PM
4	I use the Darboy park intermittently for the walking/cycling path and wooded path.	7/27/2024 3:39 PM
5	We use several and plan to use more as our son gets older.	7/23/2024 12:52 PM
6	Parks with trails, baseball fields, courts	7/23/2024 10:11 AM
7	Darboy Park, Pickleball and Volleyball courts. Peirce Park, Disc Golf	7/21/2024 8:31 PM
8	Darboy Park. To play on the equipment and play basketball	7/19/2024 3:47 PM
9	We don't very often. Maybe walking or biking by Darboy Park or occasional Pickle Ball at various parks. This one would be really close to our house so maybe we would walk there.	7/17/2024 12:29 PM
10	darboy park	7/15/2024 8:16 PM
11	Darboy community park- playground, sandbox, walking trail, community events like Touch a Truck	7/13/2024 6:57 AM
12	Darboy Park	7/9/2024 8:41 AM
13	Darboy Park- playground and fields	7/7/2024 9:04 PM
14	Darboy community Park - walking path	7/7/2024 9:31 AM
15	We occasionally walk through the trail at the Darboy Community Park.	7/7/2024 9:30 AM
16	Combined Locks, parks with pickle ball courts, trails, basketball courts, baseball fields	7/6/2024 9:40 AM
17	Darboy community park-playground, field, walking trails	7/5/2024 4:56 PM
18	Darboy community park- play ground equipment and walking trails Sherwood Splash pad	7/5/2024 4:50 PM
19	Darboy Community Park. Bike/Walk thru the park	7/4/2024 12:15 PM
20	None	7/3/2024 10:52 PM
21	Darboy Park - playground, basketball courts, tennis courts, walking paths We also stop at any of the other parks when we are out and about in Harrison and Buchanan.	7/3/2024 9:34 PM
22	Biking and walking in the Darboy Community park, mainly in the wooded area.	7/3/2024 7:41 PM
23	We bring our grandchildren to Darboy community park to use the playground. Love the swings, climbing and everything there. Grandson loves fishing in the pond too. We also use our bicycles to bike around the pond.	7/3/2024 7:17 PM
24	Darboy community park. Slides, swings, fields, playground equipment	7/3/2024 7:06 PM
25	Darboy Park—sandbox, swing, and love climbing structures. Also love the walking trails in the woods for exploring	7/3/2024 6:21 PM
26	Darboy, farmers field. Van Lieshout	7/3/2024 4:30 PM
27	Sunset and Darboy community	7/3/2024 12:40 PM

Q4 At this early stage, it is helpful for us to understand what features you think would be important in the space. Please rate the following elements.

Answered: 27 Skipped: 2



W6016 Cameo Court: Future Pocket Park



W6016 Cameo Court: Future Pocket Park

	NOT IMPORTANT	SOMEWHAT IMPORTANT	IMPORTANT	VERY IMPORTANT	TOTAL
Gazebo and areas for community gathering/benches/seating	22.22% 6	40.74% 11	22.22% 6	14.81% 4	27
Off-Street Parking	44.44% 12	22.22% 6	14.81% 4	18.52% 5	27
Inclusive Playground Equipment	22.22% 6	22.22% 6	33.33% 9	22.22% 6	27
Fitness and Wellness Equipment	48.15% 13	33.33% 9	7.41% 2	11.11% 3	27
Picnic Area/Pavilion/ Shade Structure	14.81% 4	25.93% 7	48.15% 13	11.11% 3	27
Small active sports areas such as basketball, pickle ball or tennis courts	29.63% 8	18.52% 5	29.63% 8	22.22% 6	27
Hard surfaced trails e.g. asphalt pavement, boardwalks, permeable surfaces	3.70% 1	29.63% 8	37.04% 10	29.63% 8	27
Soft surfaced areas e.g. limestone screenings	23.08% 6	53.85% 14	15.38% 4	7.69% 2	26
Splash Pad	59.26% 16	11.11% 3	7.41% 2	22.22% 6	27

#	OTHER (PLEASE SPECIFY)	DATE
1	OFF STREET PARKING	8/11/2024 7:01 PM
2	Small park area with a basketball court.	7/19/2024 3:47 PM
3	Security cameras	7/7/2024 9:31 AM
4	Paved trail around the detention pond	7/4/2024 12:15 PM

W6016 Cameo Court: Future Pocket Park

Q5 What park features would attract you to the park in the warm months (late spring, summer, fall)?

Answered: 21 Skipped: 8

#	RESPONSES	DATE
1	playground and trails, fishingU	8/14/2024 8:33 PM
2	Trails, Tennis, pickle ball	8/12/2024 8:10 PM
3	Walking trail & pickle ball	8/11/2024 7:01 PM
4	Splashpad and playground equipment	7/23/2024 12:52 PM
5	Nice play set for our future kids.	7/21/2024 8:31 PM
6	Walking trail	7/21/2024 5:56 PM
7	Small park structure with a basketball court.	7/19/2024 3:47 PM
8	Walking trails, pickleball or basketball, shelter.	7/17/2024 12:29 PM
9	Playground	7/13/2024 6:57 AM
10	Pickleball courts	7/9/2024 8:41 AM
11	Playground	7/7/2024 9:04 PM
12	None	7/7/2024 9:31 AM
13	Small active court for various sports, trails, nature areas	7/6/2024 9:40 AM
14	Playground. Sports area	7/5/2024 4:56 PM
15	Splash pad, playground with toddler area	7/5/2024 4:50 PM
16	Splash pad and basketball courts	7/3/2024 9:34 PM
17	Fitness and wellness equipment / walking - biking trail around the pond	7/3/2024 7:41 PM
18	playground. trails	7/3/2024 7:17 PM
19	Shade	7/3/2024 7:06 PM
20	Splash pad, sandbox, swings	7/3/2024 6:21 PM
21	Dog walking area splash pad and playground	7/3/2024 12:40 PM

W6016 Cameo Court: Future Pocket Park

Q6 What park features would attract you to the park in the cold months (winter, early spring, late fall)?

Answered: 20 Skipped: 9

#	RESPONSES	DATE
1	Ice rink, trails,	8/14/2024 8:33 PM
2	Walking trails	8/12/2024 8:10 PM
3	Walking trail & pickle ball	8/11/2024 7:01 PM
4	Ice rink for skating	7/27/2024 3:39 PM
5	Nice walking path for rollerblading, walks or biking.	7/21/2024 8:31 PM
6	Walking trail	7/21/2024 5:56 PM
7	Small park structure with basketball court	7/19/2024 3:47 PM
8	Walking trails, basketball or pickleball.	7/17/2024 12:29 PM
9	Playground	7/13/2024 6:57 AM
10	Hiking and/or Cross Country skiing	7/9/2024 8:41 AM
11	Playgroubs	7/7/2024 9:04 PM
12	None	7/7/2024 9:31 AM
13	This space is likely too limited for most winter activities, but consideration should be given to the fact that it gets cold here and subject to freezing five or so months out of the year. Any bathroom or other facilities need to be useable year round. Most State and municipal parks "winterize" and offer no or severely limited year round bathroom facilities and ignore the fact we have winter conditions here.	7/7/2024 9:30 AM
14	Trails	7/6/2024 9:40 AM
15	Walking trails, sledding hill	7/5/2024 4:50 PM
16	basketball courts; walking area	7/3/2024 9:34 PM
17	walking / biking trail and fitness equipment	7/3/2024 7:41 PM
18	playground, trails	7/3/2024 7:17 PM
19	Swings, places to walk/explore	7/3/2024 6:21 PM
20	Walking trails and playground equipment	7/3/2024 12:40 PM

W6016 Cameo Court: Future Pocket Park

Q7 Do you have any suggestions on what the park should be named?

Answered: 11 Skipped: 18

#	RESPONSES	DATE
1	Uitenbroek Park (Farm name up the roads land back in the day)	8/14/2024 8:33 PM
2	Gateway park	8/12/2024 8:10 PM
3	Cameo Park	8/11/2024 7:01 PM
4	No	7/23/2024 12:52 PM
5	Cameo Park	7/21/2024 8:31 PM
6	Cameo Park	7/19/2024 3:47 PM
7	Cameo Park?	7/13/2024 6:57 AM
8	Clifford Park	7/9/2024 8:41 AM
9	Name it after the people who owned the house that burned down	7/4/2024 12:15 PM
10	Harrison's Pocket Harrison NW (North West) Harrison's Corner	7/3/2024 7:41 PM
11	Cameo Courtyard	7/3/2024 12:40 PM

W6016 Cameo Court: Future Pocket Park

Q8 Do you have any additional comments to share?

Answered: 14 Skipped: 15

#	RESPONSES	DATE
1	It will be hard to make a left out of park onto Calumet.	8/14/2024 8:33 PM
2	Walking trail around pond would be awesome. One concern is a lot of traffic on Cameo Ct. maybe put another access point with a few parking spaces and maybe a small attraction and trail access at the end of Pearl Drive to kind of split the vehicle and walking traffic up and have 2 access points rather than one.	8/12/2024 8:10 PM
3	On site parking((small p. lot)) NOT ON STREET PLEASE!!!	8/11/2024 7:01 PM
4	I spoke with one of the residents that lives next-door to the proposed park. They are not in favor of having a park next-door to them, and frankly, I would not want one next-door to me. The location in a cul-de-sac does not lend itself well to street parking, and the lot is not large enough to accommodate a parking lot. I worry since it is so close to KK that nonresidents would use it for nefarious purposes. Personally, I would recommend the village sell the lot to a contractor or other person who would build a residential home there.	7/27/2024 3:39 PM
5	We don't want a million cars parking along the roads as we chose this location for its minimal traffic amount. We love everything Darboy park has to offer, and with it being in such close vicinity, we don't feel this park needs to be the same size as darboy park. Love the idea of a walking trail. or a playground for local kids to walk to, but not a destination to have large gatherings. We live at W6033 Cameo Ct. Natalie & John Leja.	7/21/2024 8:31 PM
6	Small park structure with basketball court	7/19/2024 3:47 PM
7	It would be nice if there were different walking paths to access it other than just traveling down that particular street. Some actual parking space would also be nice so the people are not parking in front of residential houses.	7/17/2024 12:29 PM
8	Please include discussions about how the surrounding property owners will have their property lines honored through this process. Whether that be a fence around the park or signage, but some way that the homeowners do not have to worry as much about park-goers ending up in their yards or using their items. Also, maybe a consideration about park hours that end by 9p so the surrounding families with small children are not battling with the noise of the park late into the night.	7/13/2024 6:57 AM
9	As a resident on Cameo Ct., we do not want this park at all, sorry to say. We chose living on the cul-de-sac 25 years ago to avoid traffic. We let our dogs out to play in the yard as they have an electric fence, but they will bark constantly at people.	7/8/2024 11:38 AM
10	I live next door. This is a very small area on a cul-de-sac. I am excited for the prospect of a park, however seeing things such as splash pad and pickle ball court are quite fearful. This is not parking here. We do NOT need the added traffic on this tiny road that a splash pad and pickle ball would bring in. There is pickle ball at Darboy just a mile away. We just need a small area.	7/7/2024 9:04 PM
11	This space is not big enough for a park. If I were a neighboring home or home on the cul-de-sac I would not be happy with a park inviting strangers into this area. Especially if they have to park on the street. Space is a concern. My concern is all of the homeless people that hang out on the corner by Walmart will be moving in. There are enough vandalism issues and concerns with the DCP, why are you adding to your list of problems???	7/7/2024 9:31 AM
12	What ordinances and measures will be in place to ensure this does not become a homeless encampment or a place where vagrants hang out? The proximity to the City has subjected the area to many of the untoward activities and individuals that degrade property values and quality of life in the area. There need to be measures in place to ensure the peace and enjoyment of the residents already in the neighborhood.	7/7/2024 9:30 AM
13	I have lived on this court for 12 years and enjoy the peace and quiet. Many of us are not in	7/3/2024 10:52 PM

W6016 Cameo Court: Future Pocket Park

favor of this pocket park idea. It's going to turn our quiet court into just the opposite. I would hope those of us that have lived here for years have a say in a situation like this! There are plenty of existing parks nearby that people can CHOOSE to go to.

14

The park should have a trail around the retention pond. The park should have two entrances/exits: Cameo Ct and Pearl Dr.

7/3/2024 7:41 PM



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Sharing the results of the Speed Study conducted by the WisDOT on State Hwy 114.

Issue:
None

Background and Additional Information:
Please see the attached results of the speed study for State Hwy 114 from Mr. Rod Hamilton, Traffic Engineer WI DOT.

Budget Impacts:
None

Recommended Action:
No action needed.

Attachments:

- [WIS 114 Village of Harrison Speed Study NER reply.pdf](#)

WisDOT Division of Transportation System Development
Northeast Region
944 Vanderperren Way
Green Bay, WI 54304

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Telephone: (920)492-5643
FAX: (920)492-5640
Email: ner.dtsd@dot.wi.gov



September 12, 2024

Chad Pelishek
Assistant Village Manager/Planner
Village of Harrison
W5298 State Road 114
Harrison, Wisconsin 54952

Dear Chad:

This letter is in response to your request that Wisconsin Department of Transportation-Northeast Region (WisDOT-NER) conduct a speed study of the existing 55 mph speed zone on WIS 114 in the Village of Harrison, between CTH N easterly to Pigeon Road.

WisDOT has completed a comprehensive review of this segment of highway. The review consisted of a traffic engineering speed study, and a field review of the roadway, including existing significant development along/immediately adjacent to the roadway. Based upon this investigation and state/national speed zone management standards, we have concluded that the current 55 mph regulatory speed zone along this segment of WIS 114 is appropriate. WisDOT will not be making any modifications to the regulatory speed limit on this segment of highway.

A speed study was conducted to determine the segment's existing operating speeds in this 55 mph regulatory speed zone. The prevailing speed observed was 61 mph and the average speed was 57.5 mph. These speeds indicate moderate compliance with the existing 55 mph speed limit. Lowering the speed limit on this roadway segment contrary to state and national speed management criteria would increase the variance in vehicle operating speeds. State and national safety studies have determined that when roadway speed variance increases, a decrease of overall safety is very likely. State and national speed management criteria also indicate the safest highway segments have regulatory speed limits that most drivers feel are credible and appropriately enforceable.

Approximately 35% of drivers are complying with the existing 55 mph regulatory speed zone. If the posted regulatory speed limit would be reduced to 45 mph, we would anticipate compliance of under 5%.

A study of reportable crashes on this segment of WIS 114 was completed for the years 2019 to 2023 (most current/official 5-year crash data available). Crash information used was obtained from official Division of Motor Vehicle Records and excludes deer crashes.

The segment's total crash rate is 73.1 (expressed as number of crashes that occurred per 100,000,000 vehicle-miles). This rate is below the statewide total crash rate of 91.4 for similar roadways during this period. The crash severity rate for this segment is 27.1 which is slightly above the statewide average crash severity rate of 19.5 for similar roadways. Crash

rates on this segment of highway are below thresholds that would be considered a safety concern.

Based on our experience, state/national speed management standards, the free flow speed data collected and for all the reasons mentioned above, the existing 55 mph speed limit will not be changed.

If you have any questions, please contact me at (920) 366-4747 or via email at rodney.hamilton@dot.wi.gov

Sincerely,

A handwritten signature in blue ink that reads "Rod Hamilton". The signature is written in a cursive style with a large, stylized "R" and "H".

Rod Hamilton, P.E.
Traffic Engineer

Enclosure: WisDOT speed management summary document



Setting Appropriate Speed Limits on Wisconsin's State Highways



Why Speed Limits?

The setting of speed limits is fundamentally influenced by basic principles of human behavior. Research and experience have shown that effective speed limits are those that the majority of motorists will naturally and instinctively drive. Traffic laws that reflect the behavior of the majority of motorists are found to be the most successful.

Common Misconceptions

- Lowering the posted speed limit will slow down the traffic
- Lowering the posted speed limit will increase safety and decrease the number of crashes
- Raising the posted speed limit will increase the speed of traffic
- Drivers will always travel at 5 mph over the speed limit which is posted

What factors are considered when setting a speed limit?

Nationally, the most recognized practice is to post the speed limit as near as practical to the speed at which 85% of the drivers are traveling. Most people choose a reasonable speed in which they feel comfortable and safe. Traffic engineers consider the 85th percentile speed to help determine the posted speed limit.

The 85th percentile speed may be adjusted based on the following factors if they significantly impact roadway characteristics or safety:

- Crash history
- Roadway geometrics
- Parking
- Pedestrians and pedestrian crossings
- Adjacent development
- Traffic engineering judgment

What a rational speed limit does:

- Encourage compliance from the majority of drivers
- Provide a clear reminder of the maximum reasonable speed under ideal conditions. When conditions change, drivers must reduce their speed accordingly
- Serve as an effective tool for law enforcement
- Minimize public antagonism toward law enforcement agencies which results from enforcement of artificially low speed limits
- Provide a smooth and orderly flow of traffic to prevent crashes

What is the relationship between vehicle speed and crashes?

Roadways are safest when the majority of vehicles are traveling at about the same speed. Studies have shown that crash rates are at their lowest when traffic is travelling at or near the 85th percentile speed. Injury and fatality crashes are highest for motorists traveling at speeds much higher or lower than the 85th percentile speed or current flow of traffic.

Variation of speed within the traffic stream creates more conflicts and passing maneuvers, which in turn lead to more crashes.

Why not post a lower speed limit and have the police enforce it?

This theory is only effective when law enforcement is present. The availability of police officers is limited for speed enforcement on a consistent basis. If unreasonably low speed limits are posted and not vigorously enforced, there will be varying speeds of traffic which will increase the potential for crashes. In general, setting unreasonable speed limits will also lead to a disregard to speed limits.



VILLAGE BOARD MEETING

VILLAGE OF HARRISON**From:**

Chad Pelishek, Assistant Village Manager

Meeting Date:September 24, 2024

Title:

Approval of authorizing Village staff and Village Engineer to complete speed study for speed limits on Manitowoc Road between Lake Park Road and west to Village limits.

Issue:

Does the Village Board authorize staff to study the speeds on Manitowoc Road from Lake Park Road west to Village Limits.

Background and Additional Information:

Trustee Bartlein requested an item to discuss speed limits along Manitowoc Road. Staff confirmed with Trustee Bartlein that study the area from Lake Park Road west to Village limits.

Also, prior discussions that the board had authority to change speed limits +/- 10 mph is incorrect per state statute.

Per State Statute, an Engineering Speed Study is required to change the statutory or posted speed limit either higher or lower. The Engineering Study reviews the 85th percentile vehicle speed during off peak hours, review crash data, access, changes in land use, traffic volume, etc. Performing an Engineering Speed Study does not necessarily mean the results will indicate lowering or raising the posted speed limit.

According to the Village Engineer, typically when McMahan performs these studies, the municipality, often with the assistance of the police department, provides the data collected. The data often times is either collected through radar detection, pneumatic road tubes or stopwatch. The Village has road tubes, that can be used to collect the raw data, which McMahan will then use in their report.

Staff is looking for authorization to start with section of Manitowoc Road with Village Staff and McMahan performing the work.

Budget Impacts:

Unknown at this time.

Recommended Action:

Motion to authorize village staff to proceed with studying speed limits on Manitowoc Road from Lake Park Road west to Village Limits.



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Final Acceptance of Streets in Harrison Heights Phase 2

Issue:
Does the Village Board accept the streets in Harrison Heights Phase 2?

Background and Additional Information:
All requirements have been met for final acceptance of the streets in Harrison Heights Phase 2. All final as-built drawings have been provided to Village staff.

Budget Impacts:
None

Recommended Action:
Motion to approve final acceptance of Dublin Pass, Roundstone Place, Bray Drive.

- Attachments:**
- [Harrison checklist.pdf](#)
 - [Screenshot 2024-09-13 114929.jpg](#)



COMMERCIAL AND RESIDENTIAL SUBDIVISION FINAL ACCEPTANCE APPLICATION AND CHECKLIST

Owner/Applicant

Name: Scott DeWitt
 Company: DeWitt Development LLC
 Address: 3405 Commerce Ct Suite C
 City/St/Zip: Appleton WI 54911
 Telephone: 920-740-6660
 Email: flashdewitt@gmail.com

Property Information

Project Name: Harrison Heights 2
 Site Address: _____
 Parcel No.(s): _____
 Project Acres: _____

The following applicable information must be submitted to the Village Planner, Village of Harrison, W5298 State Hwy 114, Harrison, WI 54952 at the end of construction and **prior** to any formal action by the Village to approve acceptance of the utilities and individual lot sales.

- Subdivision Final Checklist** – Include a copy of this checklist and all required documents described below with the checklist submittal. Submit to Village of Harrison, Village Planner, W5298 State Highway 114, Harrison, WI 54952
- Certificate of Completion** – The Engineer of Record shall submit a statement certifying that “All improvements and installations have been completed in accordance with the approved construction documents dated _____ and Village Specifications.”
- Record Drawings (As-Builts) and Final Plat** – Record drawings shall be submitted to the Village Planning and Development department for review and approval. Once received, the Village Planning staff will review with the Department of Public Works staff. All punch-list work items of deficiencies shall be completed/corrected before the Village will sign off.
- Detention Basin As-Built Survey** - Developer shall have an as-built survey conducted for any stormwater detention basin included in the project. Geotechnical reports of soil conditions during basin construction shall be provided.
- Lots Monumented** – A licensed surveyor shall furnish a certification letter that all Monuments have been placed on each corner angle point, and at the beginning and end of all curved segments of each lot or parcel. Developer shall also provide top of foundation elevations to the Village of Harrison as new homes are being built.
- Final Inspection** – A final inspection of the development **will not be scheduled until** all documents are submitted as outlined above. Contact the Operations Manager of the Department of Public Works at 920-989-1062 x 6 to schedule the final inspection. DPW shall include the Planning and Development staff as needed on the final inspection. The Department of Public Works should notify the Planning Department when final inspection is complete. Any final corrections or deficiencies must be completed

before approval of the Final Plat will be considered. The Developer may be charged for each additional inspection after two that may be required. The Developer shall provide a completed final inspection (completing all punch list items) form from the De with this application submittal.

Harrison Utilities or Darboy Sanitary District Final Inspections – shall be conducted on all water and sewer systems according to the Utilities standard specifications. To schedule an inspection with Harrison Utilities, contact Tom Van Zeeland, Lead Systems Operator at 920-850-6864 and for Darboy Sanitary District contact Pat Hennessey, Utilities Superintendent at 920-788-6048. Utilities will require developer to provide the following Test Reports: Manhole Test, TV Test, Bacteriological Test, Valve and Hydrant Test, Water Pressure Test, Low air pressure test, and others at determined by the utility prior to sign-off. Developer shall provide a completed final inspection (completing all punch list items) from the respective Utility with this application submittal.

Lien Waivers and Final Costs/Quantities - Provide copies of lien waivers and final costs/quantities as generated by the contractor(s) on this project.

Final Plat Approval – Provide one original signed of the Approved Final Plat drawings. Village signatures will sign-off and provide the original back to the developer for recording purposes.

Recording Fees – The Developer will be responsible for payment of filing fees for the final plats.





VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Final Acceptance of Brick Lane in North Shore Ridge Subdivision.

Issue:
Does the Village Board accept Brick Lane in the North Shore Ridge Subdivision?

Background and Additional Information:
Final acceptance of Brick Lane for the North Shore Ridge Subdivision.

Budget Impacts:
None

Recommended Action:
Motion to accept the public portion of Brick Lane in the North Shore Ridge Subdivision.

Attachments:

- [2997_001.pdf](#)



COMMERCIAL AND RESIDENTIAL SUBDIVISION FINAL ACCEPTANCE APPLICATION AND CHECKLIST

Owner/Applicant

Name: Tom Klister
Company: North Shore Ridge LLC
Address: 229 E Washington St
City/St/Zip: Appleton, WI 54911
Telephone: 920-284-9094
Email: tklister@foreinvestmentgroup.com

Property Information

Project Name: North Shore Ridge
Site Address: Brick Lane
Parcel No.(s): 46774 - 46814
Project Acres: 45.64

The following applicable information must be submitted to the Village Planner, Village of Harrison, W5298 State Hwy 114, Harrison, WI 54952 at the end of construction and **prior** to any formal action by the Village to approve acceptance of the utilities and individual lot sales.

- Subdivision Final Checklist** – Include a copy of this checklist and all required documents described below with the checklist submittal. Submit to Village of Harrison, Village Planner, W5298 State Highway 114, Harrison, WI 54952
- Certificate of Completion** – The Engineer of Record shall submit a statement certifying that “All improvements and installations have been completed in accordance with the approved construction documents dated Feb 2023 and Village Specifications.”
- Record Drawings (As-Builts) and Final Plat** – Record drawings shall be submitted to the Village Planning and Development department for review and approval. Once received, the Village Planning staff will review with the Department of Public Works staff. All punch-list work items of deficiencies shall be completed/corrected before the Village will sign off.
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Recording Fees – The Developer will be responsible for payment of filing fees for the final plats.



September 13, 2024

Josh Sherman
Village of Harrison
W5298 State Road 114
Menasha, WI 54952

RE: North Shore Ridge, Village of Harrison

Dear Mr. Sherman:

On behalf of North Shore Ridge, LLC, I hereby request the Village of Harrison accept the sanitary sewer, water main, storm sewer and road construction for North Shore Ridge.

The construction has been completed in conformance with the approved plans and the specifications of the Village of Harrison, to this I do certify.

Furthermore, the properties have been monumented.

If you have any questions, please let me know. I can be reached at (920) 991-1866.

Sincerely,

Timothy Wittmann, PE

cc: Tom Klister, North Shore Ridge, LLC



Attn: Kaylee Grezinski
Village of Harrison
September 9th 2024

Dear Kaylee and the Village of Harrison,

This letter is to guarantee that we will complete the manhole corrections on Brick Lane by July of 2025 when Northeast Asphalt returns to put on the 2nd lift of asphalt on the private drive south of the rail road tracks.

I can be reached at 920-284-9094 or tklister@foreinvestmentgroup.com if any questions or issues arise.

Thank you,

A handwritten signature in black ink, appearing to read 'Tom Klister', with a long, sweeping horizontal stroke extending to the right.

Tom Klister



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Approval to purchase 200 parking curb bumpers at Farmers Field Park for \$18,410.

Issue:
Does the Village Board support

Background and Additional Information:
Village staff is recommending the purchase of parking bumpers to be placed on the new paved parking lots at Farmers Field to stop cars from parking over the edge of pavement and breaking the edge.

Budget Impacts:
\$18,410 from Park Impact Fees

Recommended Action:
Motion to approve \$18,410 to County Materials Corporation to purchase parking curb bumpers at Farmers Field.

Attachments:

- [3055_001.pdf](#)



(800) 289-2569 FAX (715) 443-3768
 P.O. BOX 100
 MARATHON, WI 54448-0100

QUOTE

Date	Quote Number
	4102777-00
PO Number	Page #
Village of Harrison	1 of 1

Bill To 9999	CASH THIS TICKET MUST ACCOMPANY ANY RETURNS FOR A REFUND 30% RSTK MAY APPLY
-----------------	--

Ship To	Parking Curbs
---------	---------------

Notes

Shipping Instructions		Taken By
Customer to pick up at CMC		jsch
Ship Point	Ship Via	Terms
APPLETON	UA	COD
Reference		

Ln #	Product And Description	Quantity Ordered	Quantity Backordered	Quantity Shipped	Qty UM	Unit Price	Price UM	Discount Multiplier	Amount (Net)
1	253070N PARKING CURB 6' CONC WITH NOTCH 16/PALLET	200.00	0.00	200.00	EA	79.20	EA	.00	15,840.00
2	253071 PARKING CURB PINS - 18"	400.00	0.00	400.00	EA	4.75	EA	.00	1,900.00
3	159997 PALLETS - \$25 KEEP RECEIPT FOR CREDIT	13.00	0.00	13.00	EA	25.00	EA	.00	325.00
4	152050 DELIVERY CHARGE	1.00	0.00	1.00	EA	345.00	EA	.00	345.00

4.00 Lines Total

Sub Total 18,410.00
 Total 18,410.00



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Approval of \$21,166 contract with CivicPlus for Municode Meetings Website, Agenda and Meeting Management Software utilizing ARPA funds.

Issue:
Does the Village Board approve \$21,166 to implement CivicPlus Website and Meetings Management Software.

Background and Additional Information:

In approximately 2021, the Village contracted with Granicus to implement a new website, agenda and meeting software and forms integration. The Village Board originally allocated \$257,000 of ARPA funds for the implementation and five years of service contract. To date three years been used up and the program is not fully implemented.

Village staff have spoken with the Village Attorney regarding the contract. The Village Attorney believes we can get out of our contract with a 30-day material breach as he believes they breached the contract because they did not reference "build credits" and did not provide five forms as the contract states. Whether the Village will get any money back from them we do not know. To date, the Village has paid \$179,696.23 of a total of \$257,000 of ARPA, a difference of \$77,307. Village staff is not recommending severing the previous contract yet until CivicPlus is under contract until we know we can migrate the information on our current website over to the new.

The advantages of going with CivicPlus include: previous staff experience with the product, the more reasonable cost, the integration of the code of ordinance software into the search function on the website, the easier and more efficient agenda management and creation and the easier integration of meeting voting of items. Also for an approximate \$4,000 Village staff would like to implement a future date CivicPlus's 311 product which will allow online citizen inquiries that can be tracked through an internal work flow.

Trustees have asked the staff to inquire with the Village of Ashwaubenon as their Village Administrator was to have extensive knowledge of the product. Staff contacted the Village and learned they have a "love/hate" relationship with Granicus and do not have the staff time to transition as this point, but could not provide any help to us because they struggle with assigned project managers as well.

Village staff has struggled with implementation of the product due to the continual changing of the project managers assigned to the respective task. To date one form, Real Estate Inquiry Form, is about 90% completed. We have asked Granicus to pause of further development until the Board meets on next steps. The Granicus contract lists five forms to be completed. Another reason CivicPlus is being considered is because the Village currently contracts with Municode for the code of ordinances and the code references can be integrated into the website and meetings management.

The breakdown of costs with CivicPlus include:

Website Creation: \$5,653 (one-time cost) and Annual Recurring Fee: \$4,653

Municode Meetings Management: \$6,180 (one-time cost) and Annual Recurring Fee: \$4,680

Village staff is recommending approval of the one-time cost and one year of the annual recurring fee.

Budget Impacts:

\$21,166- ARPA, previously allocated meeting software funding

Recommended Action:

Motion to approve CivicPlus package utilizing the remaining ARPA funds dedicated for prior vendor implementation.

Attachments:

- [Harrison Village WI - WEB Ultimate SOW - 20240911.pdf](#)
- [Harrison Wisconsin - Meetings Essetnial Ultimate SOW - 20240911.pdf](#)
- [4e068a15-6cdb-4d15-82b2-983c836ccfce.pdf](#)
- [37a93c96-4929-47f9-b742-c726dfeb5bb4.pdf](#)



CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:
Date:
Expires On:

Statement of Work
 Q-84346-1
 9/11/2024 5:29 PM
 11/10/2024

Client:
 Village of Harrison, WI

Bill To:
 HARRISON VILLAGE, WISCONSIN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Gregg Huggins	(850) 518-2797	ghuggins@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Ultimate Implementation	Ultimate Design, 150 pages migration, free virtual training sessions
1.00	M3: Integratable Meetings Management Migration and Server Configuration	Server configuration and up to 5 years of meetings document (agendas, agenda packets, minutes) migrated into the site's meetings directory which is integratable with Civic Plus's meetings management software.

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Ultimate Web Open Subscription	Ultimate Web Open Subscription

Total Investment - Initial Term	USD 5,653.00
Annual Recurring Services (Subject to Uplift)	USD 4,653.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #: Statement of Work
Date: Q-84295-1
Expires On: 9/11/2024 10:37 AM
 11/10/2024

Client:
 Village of Harrison, WI

Bill To:
 HARRISON VILLAGE, WISCONSIN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Gregg Huggins	(850) 518-2797	ghuggins@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Municode Meetings Ultimate – One-Time Build Cost	Up to 5 Boards, Up to 8 Hours of Virtual Training

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Agenda & Meeting Management Essential Ultimate Annual	Agenda & Meeting Management Essential Ultimate Annual

Total Investment - Initial Term	USD 6,180.00
Annual Recurring Services (Subject to Uplift)	USD 4,680.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

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Annual Uplift	5% to be applied in year 2

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CivicPlus

By (please sign):

By (please sign):

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Organization Legal Name: _____

Billing Contact: _____

Title: _____

Billing Phone Number: _____

Billing Email: _____

Billing Address: _____

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



municipal websites

OPEN

Website Design & Hosting Solution

Proposal valid for 60 days from date of receipt



Powering and Empowering
Government

PS07152024

Company Overview

CivicPlus History

CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.



Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and CRM, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

EXPERIENCE

25+ Years
10,000+ Customers
850+ Employees

RECOGNITION

Inc. 5000 11-time Honoree
GovTech 2024 Top 100 Company
Stevie® Awards Recognized with multiple, global awards for sales and customer service excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 10,000 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.

Primary Office

302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888.228.2233 | Fax: 785.587.8951
civicplus.com

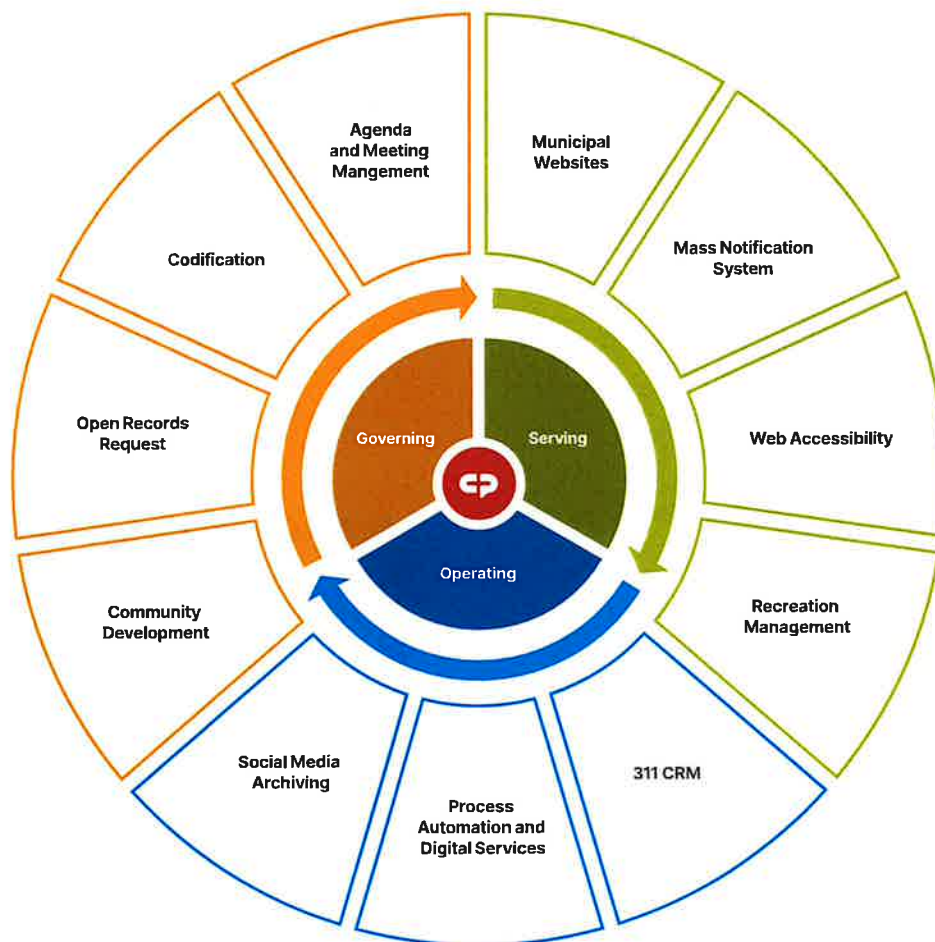


Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.



Premium Designs

The included design portfolio will provide you with an idea of the different directions we can take your creative design. Your art director will work with you to understand your municipality's needs and style.

Our Premium Designs are ideal for communities that want a professional, mobile-friendly design without the added expense of extensive custom design work. A Premium Design offers all the same features and functionality; any differences are website design related. Premium designs have fewer custom design elements, such as a non-scrolling site element, while still retaining enough design elements to make the site yours. Customize your logo, color palette menu, quick link layouts, and background images.



Hooper City, Utah
hoopercity.com



Livingston, California
cityoflivingston.org



Arkansas City, Kansas
arkcity.org

Ultimate Designs

An Ultimate design allows you to start with a blank slate and provide optimal flexibility and design options for your new website. It is offered in both a scrolling and non-scrolling format. You will work with our designer to build a layout that uses our extensive widget library and add styling to give the site a unique look that fits your municipality.



Clatsop County, Oregon
co.clatsop.or.us



Mission Springs Water District, California
mswd.org



Sault Ste. Marie, Michigan
saultcity.com



Eaton, Colorado
eatonco.org



Kenai, Alaska
kenai.city



Wilsonville, Oregon
ci.wilsonville.or.us



Leavenworth, Kansas
leavenworthks.org



Royal Palm Beach, Florida
royalpalmbeach.com



Saxman, Alaska
cityofsaxman.com



Red Lodge, Montana
cityofredlodge.net

CMS Features & Functionality



Our Municipal Websites Open are built using a CMS specifically for local governments and offers full feature sets for all your department's needs. Using CivicPlus for your website provides an excellent experience for both your staff and residents in the community. Granular permissions can allow each department to easily edit content and manage their residents' interactions.

We have the solution to the challenges you face with full feature sets for all your department needs!



Website Design Tailored to Your Needs



Hosting, Security, & Reporting



Modules That Provide Transparent Information



Resident Engagement Tools



Tools for Residents to Do Business Online



Convenient Access from Any Device



Intuitive & Easy to Use



Granular Permissions to Match Your Processes



ADA Compliance



Can Expand & Grow with Your Ever-Changing Needs

CivicPlus Website Features

WEBSITE DESIGN TAILORED TO YOUR NEEDS

Stunning Design – A professional art director will work closely with you to design a website that fits your municipality's style and needs.

Intuitive Site Navigation – Main navigation menu, via a mega menu or drop-down, keeps it simple to get to any page.

Image Displays – Interactive widgets that include photos and videos to showcase your community.



civicplus.com

Unlimited Number of Department Specific Pages (microsite) – A page specifically for an individual department/board that can automatically display department-specific information in the sidebar of your pages. This allows categorization and filtering by department and allows permissions to be department based.

Site Within a Site (subsite) – Add-on that allows any department/board or page to have an entirely different look and feel to match your department's style, while still being part of the same website and using the same backend CMS.

HOSTING, SECURITY, & REPORTING

Domain Management – CivicPlus can provide full-service domain hosting.

Secure Site Gateway – Every website receives an SSL certificate for your peace of mind.

Secure Login – Optimal security is available through Microsoft's Identity Server.

Single Sign On (SSO) – Ability to log into multiple CivicPlus products with the same login credentials.



Custom Identity Provider (IdP) – A custom IdP is available as an add-on through Azure AD, Okta, and ADFS.

CAPTCHA Secure – The CMS uses CAPTCHA technology to restrict auto-generated submissions.

Data Ownership – Customers always own the rights to all their data.

Audit Trail/History Logs – The CMS captures and stores a complete history of content postings.

Analytics and Reporting – Google Analytics provide web analytics and other reporting is available such as a broken links report.

MODULES THAT PROVIDE TRANSPARENT INFORMATION ON YOUR SITE

Advanced Calendaring – Create meetings and events to be displayed in calendars throughout your website. Residents can easily use our calendars with custom filters, multiple event views, and export capabilities.

Meetings and Agendas – Manually post meetings and agendas on the website with a built-in module. For advanced functionality, including automated agenda and packet generation and live meeting management, our integrated Agenda and Meeting Management product is available as an add-on.

Advanced Search in Your Website – Quickly search all pages and uploaded files across the website. Department-specific search options are also available.

News & Announcements – Display the most recent news on your home page or department pages.

FAQs – Easily show your most frequently asked questions and their corresponding answers.

Important Alerts – Prominently display urgent messages on the home page and/or department home pages to notify residents of time-sensitive information, such as closings or inclement weather warnings.

Document Center – Staff can upload and manage documents in one central repository.

Image Library – Store all your photos and graphical images in one central location for access by all applicable staff.



Staff Directory – Manage staff names and contact information in one central repository, and easily display applicable staff members on various pages.

Business Directory – As an optional add-on, this feature lists information about businesses within your community by category; businesses can also submit their information on a form to be approved by your staff before publishing.

Embedded Videos & iFrames – Embed Vimeo or YouTube videos or iFrame in third-party partners on any page.

Dynamic Site Map – Sitemap configuration that search engines can easily consume.

RESIDENT ENGAGEMENT TOOLS

Unlimited Email Subscriptions/Notifications – Allow residents to subscribe and receive email alerts for new website posts that interest them.

SMS Subscriptions/Notifications – This add-on feature allows residents to subscribe and receive SMS text messages for new website posts they're interested in.

RSS Feeds – RSS feeds are available for department updates, news, and urgent alerts.

TOOLS FOR RESIDENTS TO DO BUSINESS ONLINE

Requests, Feedback, and Submissions from Residents via Web Forms – Our fully customizable web forms allow for a variety of resident interaction. Form submissions can be automatically routed to a specific person or department. Common uses cases of our custom web forms include:

- Service Requests
- Contact Us
- Surveys and Polling
- Applications
- Suggestions, Complaints, and Tips

Interactive Maps – Provide a graphical representation of location-specific information shown on a map.

Job Postings and Applicants – Staff can post job openings, allowing residents to browse available jobs online and apply through an online form submission.

Payments – Citizens can make payments online through CivicPlus Pay (add-on) or you can iFrame or link out to another third-party payment system.

CONVENIENT ACCESS FROM ANY DEVICE

Responsive Design / Mobile Support – Your website design will be built to automatically adjust and scale so that it works well on all devices regardless of screen size, including wide screen monitors, tablets, and mobile devices.



INTUITIVE & EASY TO USE

Intuitive CMS – Easiest website editing with only a few clicks that's intuitive for even non-technical users.

Text and Image Editors – One WYSIWYG editor interface, similar to Microsoft Word, for all types of content, as well as an image editor to adjust focal points on photos.

Previewing – Edit pages to your liking before publishing to the live website.

Scheduling Options – Schedule content to automatically publish and unpublish on your site at a specific date and time.

Social Media Integrations – Quickly auto-post to Twitter and Facebook while you're adding content, news, or alerts to your website. Conversely, we often use iFrames to display your Twitter and/or Facebook feeds right on your website page. Our web pages also come equipped with built-in YouTube video players.

Versioning – All previous versions of pages are saved online, allowing you to view or re-publish at any time.

Google Translate – Translate content on your site to multiple languages, utilizing Google Translate, for ease of use for all residents.

Easy to Use Forms Builder – Feature-rich webform builder available for simple and advanced tasks, that when submitted can be routed to the appropriate people.



Content Efficiencies – Create and manage content once and have it display multiple places.

Tags/Views – All files can be easily found through filters of tags on items such as documents and images.

GRANULAR PERMISSIONS TO MATCH YOUR PROCESSES

Roles & Permissions – User accounts are assigned a role, granting the users specific levels of permissions within the CMS.

Department Specific Permissions – Permissions can be set so individuals have access to edit their own department's content (or multiple departments) without having to rely on an IT director or Administrator to make website changes for them.

Menu Manager – Department users can manage their own sub-menus, and advanced users control primary navigation and homepage components.

Private Page Permissions – Easily create private pages that are password protected with a log-in, for internal use.

Unlimited Users and Pages – Customers can add unlimited staff users and create unlimited pages to their website.

ADA COMPLIANCE

Start Compliant – We build websites using WCAG guidelines to be highly accessible at go live.

Stay Compliant – Logic is built into the system in numerous areas to reduce the chances of violating ADA compliance guidelines, such as requiring an Alt Tag on meaning images, however customers must follow WCAG accessibility requirements ongoing with all website changes made. Due to the dynamic nature of website content updates, an ongoing accessibility solution can be incredibly beneficial in ensuring sustained accessibility compliance. For example, AudioEye offers accessibility overlay tools with as much automatic remediation as possible, which help persons who are blind, deaf, have low vision, or have cognitive and motor disabilities to have a better user experience.

Your CivicPlus Website Can Expand and Grow with Your Ever-Changing Needs

- Your new website will be built on the trusted Drupal platform.
- Full functionality is available with an unlimited number of uses to meet your needs now and in the future.
- Integration with CivicPlus product suites for many additional benefits. For example:
 - SSO, email notifications, text notifications (add-on), and a resident portal.
 - Access to add-on other integrated CivicPlus products such as service request, FOIA, social media archives, or mass emergency notification software.
- Free regular group trainings to continuously keep new staff trained.



Implementation

Project Timeline

Design creation, accessibility, usability guidance, content optimization, training - CivicPlus delivers all of this and more during the development of your new CivicPlus Municipal Websites Open. Your exact project timeline can vary based on the determined project scope, project enhancements purchased, your availability for meeting coordination, action item return and completion, adherence to approval deadlines, and other factors. Some of the phases listed here can overlap and occur concurrently.

Based on our experience, the estimated timeline for the successful completion of your website project is approximately 10-12 weeks. A finalized schedule will be compiled after we meet with you.

PHASE 1: ANALYZE REQUIREMENTS & REVIEW PLAN	3-4 Weeks	<ul style="list-style-type: none">• Website Assessment• Website Design Meeting• Project Manager Meeting
PHASE 2: DESIGN & BUILD	2 Weeks	<ul style="list-style-type: none">• Design Concept Creation & Approval (Ultimate designs)• Website Setup, Configuration, and Customization
PHASE 3: MIGRATE CONTENT	1-2 Weeks	<ul style="list-style-type: none">• Content Finalization & Departmental Review• Directory Pages/Staff Directory and Ordinances/Resolutions• If purchased: Projects, Commercial/Industrial Properties, Business Directory,
PHASE 4: STAFF TRAINING	2-3 Weeks	<ul style="list-style-type: none">• Flexible staff training schedule allows attendance over an extended timeframe, even allows individuals to repeat a session at their direction
PHASE 5: TESTING	1 Week	<ul style="list-style-type: none">• Functional Testing• Acceptance Testing
PHASE 6: GO LIVE	1 Week	<ul style="list-style-type: none">• Go Live

Approaching Your Project Implementation

Communication & Management

Communication between you and your CivicPlus team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software will keep all stakeholders involved and informed.



Cloud Coach offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan. Tasks, deliverables, and milestones are aligned to deliver your website in an optimal timeframe

Cloud Coach utilization, combined with regular check-ins with your project manager, provides ample opportunities to review project progress quickly and efficiently.

Phased Approach

PHASE 1: ANALYZE REQUIREMENTS & REVIEW PLAN

<p>Website Assessment</p>	<p>CivicPlus will analyze your current website(s) to assess the existing navigation, features/functions, and content quality.</p>
<p>Website Design Meeting</p>	<p>CivicPlus will conduct a design meeting with a customer- defined web advisory team. We recommend the advisory team be limited to a maximum of four members who will provide input regarding the overall design of the new website, including the site branding and high-level site navigation. The individual or team will review website version images provided by the designer.</p> <p>Deliverables: Website design specifications (graphic design, information)</p>
<p>Project Manager Meeting</p>	<p>CivicPlus assigns a qualified Project Manager to guide you through the Website Content build-out. They will assist you with determining the content to be migrated or developed. During your initial meeting they will discuss topics such as website menuing, domains & DNS, training approach, and a variety of other related website topics.</p> <p>Deliverables: Customer will develop an overall understanding of how the process will flow right through to Implementation.</p>

PHASE 2: DESIGN & BUILD

<p>Design Concept Creation & Approval (Ultimate Designs)</p>	<p>CivicPlus will complete concepts for the homepage. These concepts will incorporate all the graphical elements and layouts. You will select a concept after a series of iterative design revisions—up to six mockup revisions. You will officially sign-off on the final website design selected once it meets your expectations.</p> <p>Deliverables: Design concepts, Finalized design (Adobe XD)</p>
<p>Website Setup, Configuration, & Customization</p>	<p>CivicPlus will create a fully functional website that includes the elements described in this proposal.</p> <p>CivicPlus will finalize the remaining components within the approved design and navigation as part of the website setup.</p> <p>Deliverables: Functional website setup, Content migration initiated</p>

PHASE 3: MIGRATE CONTENT

<p>Content Finalization & Departmental Review</p>	<p>CivicPlus will migrate all content for your staff to review and finalize before go-live. See the pricing section for the specific number of included pages.</p> <p>Deliverables: Content creation and migration, Homepage and Departmental content review</p>
<p>Directory Pages Staff Directory, Projects, Commercial/Industrial Properties, Business Directory, Ordinances/Resolutions</p>	<p>Depending upon website options selected and the volume of data CivicPlus may provide you with a custom Microsoft Excel template to complete to allow for auto-importing.</p> <p>Deliverables: Content creation and migration, Departmental content signoff</p>
<p>Agenda & Minutes Migration</p>	<p>The Content Development Team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.</p>



PHASE 4: STAFF TRAINING

Staff Training

Throughout the development and after launch, you and your team can access on-demand training, resources, and educational opportunities. Our initial training is offered online to administrators and content contributors. Individuals can attend training sessions over 3–4-week period prior to going live. During this time, you have the option of repeating any session as desired. Our flexible scheduling of sessions will make it easier to fit training into your weekly schedule.

Deliverables: Online Training with a Qualified Instructor, Video Conference, Videos and User guides

PHASE 5: TESTING

Functional Testing

CivicPlus will perform a series of tests across multiple browsers and operating system versions to confirm site functionality and all features documented in this proposal.

Deliverables: Complete and Comprehensive Testing

Acceptance Testing

A standard webpage is defined as one that contains a title, body text, and up to five links, file attachments, or images. We will provide a custom quote if you require migration of more complex pages.

Deliverables: Site acceptance by customer

PHASE 6: GO LIVE

Go Live

We will work with you to make the appropriate Domain and DNS entry changes to initiate the process of making the new site available on the internet. Once the website is Live we will transition you to our Technical Support organization for the best post-implementation experience.

Deliverables: Final Website – Live!

M³ Integratable Meetings Management Migration & Server Configuration

Setting You Up for Immediate & Future Public Meetings Success

Systematically and accurately migrate up to five years of meetings PDF documents into your website's Meetings Directory (agendas, packets, minutes). The Meetings Directory, along with the website Calendar, is easy to manage and update within the CMS dashboard. It is also uniquely engineered to seamlessly integrate with the CivicPlus Agenda and Meeting Management solution which further integrates with our Codification solution. It is important to set this up properly on day one for optimal transparency, search, and as a foundation for future meetings management optimization.

Your Role During Implementation

A smooth, on-time deployment is dependent on the customer's participation, providing timely information and approving proofs quickly.

- The customer will make available relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort and create new content copy as needed.
- The customer will assign a single point of contact that will be responsible for coordinating the schedules of other project stakeholders.
- The customer will review any deliverables requiring formal approval within five business days and return all comments and issues at or before those five days have elapsed.
- The customer will assign one person who will act as the ultimate decision-maker in the case where consensus among the team cannot be reached.
- The customer must agree to the applicable terms of services for Google-related services such as Google Analytics and Google Maps to access those features. CivicPlus is not responsible for Google's decisions related to discontinuing services or changing current APIs.



Continuing Services

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding the technical functionality and usage of your new website.

CivicPlus Technical Support will provide a toll-free number as well as an online email support system for users to submit technical issues or questions. Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

Support at a Glance

- Technical support engineers available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone and email
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)



AWARD-WINNING

Over the past six years, CivicPlus Technical Support has been recognized by the globally respected Stevie® Awards for Sales and Customer Service. CivicPlus has been honored with three Gold Stevie® Awards, six Silver Stevie® Awards, and eight Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 1,000 Employees and 100 or More Employees, Most Valuable Response by a Customer Service Team (COVID-19),

Best Customer Satisfaction Strategy, Remote Customer Service Innovation of the Year, and Achievement in Customer Experience. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.



CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

MAINTENANCE

CivicPlus is responsible for all ongoing maintenance. This includes various security and other patches provided by the greater Drupal community, as well as any module updates provided by the module maintainers. We also provide ongoing development of our CMS with releases of new functionalities and features usually on a quarterly basis.

Hosting & Security

CivicPlus protects your investment and takes hosting and security of our customers' websites sites seriously. Redundant power sources and internet access ensure consistent and stable connections. You'll find that our extensive, industry-leading process and procedures for protecting and hosting your website are unparalleled. From our secure data center facilities to constant and vigilant monitoring and updating of your system, including 99.9% guaranteed up-time (excluding maintenance).

Your new website will be hosted by CivicPlus in conjunction with a third-party managed solution, Acquia, a software as a service provider specializing in the Drupal Platform ([acquia.com](https://www.acquia.com)). Acquia Cloud is built on AWS infrastructure using a High Availability architecture across AWS Availability Zones. The CivicPlus platform is multi-tiered with its load balancers, application, database, and a file system each on separate tiers. Multi-tier infrastructure has resiliency, performance, scalability, and security advantages over a single-tier system. This will allow CivicPlus to maintain greater control over hacking attempts and DDoS attacks and provide an easy pathway for us to implement feature upgrades and service patches.

Your website will be protected by several yearly industry audit certifications. Your infrastructure will also be protected from downtime via horizontal and vertical scaling capabilities that can handle as much traffic as is needed at any time. Please reach out if you would like more information on our audit certifications, infrastructure methodologies, hardware specifications, or any other aspect of the hosting and security of your new website.

Project Costs

Features & Functionality

- CivicPlus Municipal Website
- Unlimited user licenses
- Unlimited staff page creation ability

Implementation

- Premium/Ultimate Design
- Up to 150 pages Content Migration
- Pre-scheduled weekly training sessions allow you to register and attend sessions to fit your schedule

Annual Recurring Services

- Hosting & Security
- Software maintenance including service patches & system enhancements
- 24/7 Technical support
- Free monthly training webinars
- Access to the CivicPlus Help Center with click-through tutorials
- Dedicated customer success manager

M³ Integratable Meetings

Management Migration & Server

Configuration

- Migrate up to 5 years of meetings PDFs to Meetings Directory

	Premium Design	Ultimate Design
One-Time Implementation Fee	No Fee	No Fee
M ³ Integratable Meetings Management Migration & Server Configuration	\$1,000 One-Time	\$1,000 One-Time
Hosting & Support Annual Fee	\$4,510	\$5,170

20% Discount on Annual Fees
If a CivicPlus Customer for Agenda and Meeting Management AND Codification

10% Discount on Annual Fees
If a CivicPlus Customer for Agenda and Meeting Management OR Codification



Optional Enhancements

Optional Items	Cost
Business Directory	\$825 / year
Projects Directory	\$385 / year
Properties Directory	\$385 / year
Parks Directory	\$385 / year
Bids and RFPs	\$220 / year
Specialty Subsites	\$1,650 / year
Website Redesign Every Fourth Year (Ultimate Package Only)	\$825 / year
Chatbot for Residents	\$2,750 / year
Text Messaging (up to 20,000 SMS texts included)	\$550 / year
CivicPlus Pay	\$3,000 one-time \$1,785 / year
Additional Pages of Content Migration (150 pages and 5 years of meetings are migrated as a part of the base price)	\$250 / 50 pages



Specialty Subsite Graphic Designs

We also offer the option of having graphic designs for subsites that require specialized branding. These specialty subsites leverage your content management system and database, enabling the same functionality as your primary website with a unique look and feel.

Montgomery Township, New Jersey - Parks & Recreation Subsite



montgomerynj.gov

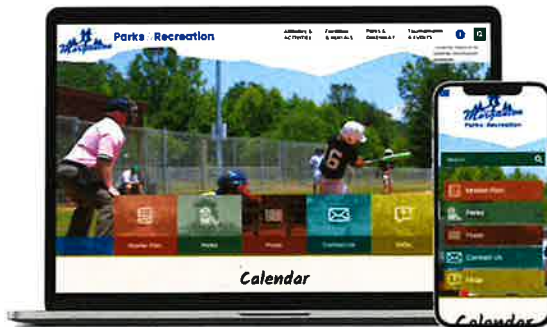


montgomerynj.gov/parksrec

Morganton, North Carolina – Parks & Recreation Subsite & Downtown Subsite



morgantonnc.gov



morgantonparksandrec.com/parksrec



downtownmorganton.com/main-street

Invoicing Details

- 100% of Year 1 costs upon contract signing.
- Annual recurring Services shall be invoiced on the start date of each Renewal Term.
- Annual Recurring Services shall be subject to a 5% annual increase beginning in Year 2 of service.
- All invoices are due within 30 days of the date of such invoice.

If the payment schedule and terms noted above does not meet your needs, please discuss with us so that we can try to accommodate your goals.

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available.

A formal, summarized Statement of Work that delineates your chosen project scope will be provided for your review and final signature.

If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.

Additional Solutions & Services

Our Civic Experience Platform provides a bridge between citizens and governments for positive interactions. We offer the following solutions and services for our customers:

- Meetings and Agenda Management
- Codification (Municode)
- Emergency and Mass Notifications
- Parks and Recreation Management
- 311 and CRM
- Process Automation and Digital Services
- Public Works
- Fire and Life Safety Inspections
- Planning, Permitting, Licensing, and Code Enforcement
- Web Governance and ADA Remediation (ADA Compliance, Quality Assurance, Internal Policy Compliance, Site Functionality Optimization)
- Social Media Archiving
- FOIA Management

Visit our [website](#) or reach out to your Account Executive for additional information, a schedule a demo, or to obtain a quote.

Agenda and Meeting Management Essentials

Proposal valid for 60 days from date of receipt



CivicPlus Company Overview

CivicPlus History

CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.



Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and CRM, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

EXPERIENCE

25+ Years
12,500+ Customers
900+ Employees

RECOGNITION

Inc. 5000 11-time Honoree
GovTech 2023 Top 100 Company
Stevie® Awards Recognized with multiple, global awards for sales and customer service excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 12,500 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.

Primary Office

302 S. 4th Street Suite 500
Manhattan, KS 66502
Toll Free: 888.228.2233 | Fax: 785.587.8951
civicplus.com



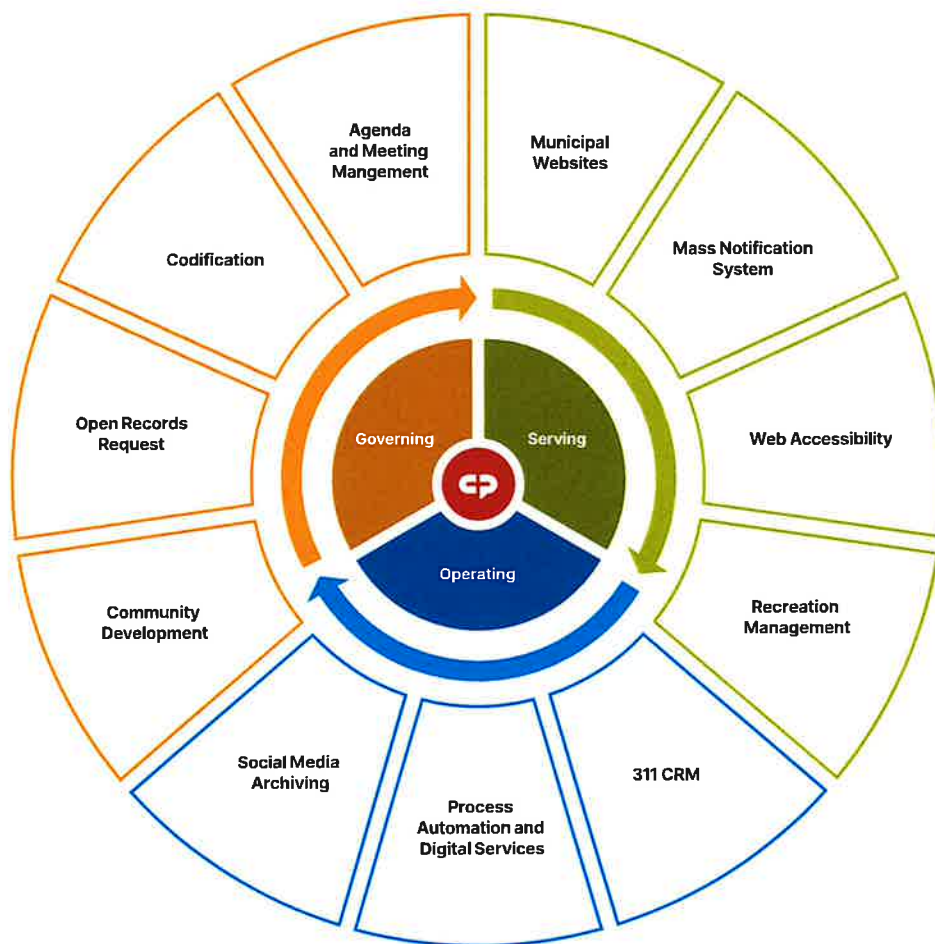
civicplus.com

Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

What sets us apart is our Civic Experience Platform. CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.



Product Features

Feature	Premium	Ultimate
Native Microsoft Word Based Agenda Solution Ease-of-use with minimal use of HTML fields	✓	✓
Create Agendas (HTML and PDF versions)	✓	✓
Integration with Meetings Hub, Website, & Codification Optional Meetings web page with meetings, calendar, search integration	✓	✓
Unlimited Meetings	✓	✓
Unlimited Users	✓	✓
Create Meetings	✓	✓
Create Agenda Packets	✓	✓
Automatically Publish to the Website Optional meetings web page with meetings, calendar, search, agenda, agenda packet, minutes	✓	✓
Attach Agenda Item Files with No Limit on Number or File Size Files over 40MB will not be restricted, but will not be indexed for search terms	✓	✓
Submit/Add Agenda Items	✓	✓
Public In-Meeting Display Presentation screen to display current agenda item and voting results	✓	✓
Roll Call	✓	✓



Self-Service Video Timestamping of Agenda Items to Meeting Videos	✓	✓
Predefined User Roles & Permissions	✓	✓
Minutes Support Includes clerk-controlled voting	✓	✓
Minutes Support Includes electronic legislator voting		✓
One-step Tracking for Agenda Items Approved Not Approved	✓	✓
Ability to Submit Item for Review Approve agenda items between five people		✓
Multiple Meeting Bodies i.e. Council =1 Meeting Body Council + Planning Commission = 2 Meetings Bodies	2	Up to 5
Meeting Agenda & Minutes Templates Choose from a list of fonts, headers, sections, and styles	Create 1	Create 2
Custom Staff Report with Bookmarking for Automation		✓
60-Minute Training Sessions	4	8

Implementation

Project Timeline

<p>PHASE 1 Introduction & Initial Configuration</p>	<p>Questionnaire: Submit your Design Project Manager: Assigned</p>
<p>PHASE 2 Initial Review</p>	<p>Meeting: Kickoff & Initial Review</p>
<p>PHASE 3 Training/Final Configuration & Review</p>	<p>Training: Agenda Managers Meeting: Publishing Training: Additional Users</p>
<p>PHASE 4 Additional Services (as Needed)</p>	<p>Meeting: Additional Services Meeting: Transition to Support</p>

Phased Approach

PHASE 1: INTRODUCTION & INITIAL CONFIGURATION

Customer Responsibility	CivicPlus Responsibility
<ul style="list-style-type: none"> • Before introduction call: <ul style="list-style-type: none"> ○ Complete the design survey ○ Provide Word versions of your agendas and item reports • During introduction call: <ul style="list-style-type: none"> ○ Confirm agenda template design ○ Confirm agenda content (e.g., sections, items) ○ Confirm workflow option 	<ul style="list-style-type: none"> • Schedule introduction call • Conduct introduction call: <ul style="list-style-type: none"> ○ Confirm design selections ○ Present draft agenda based on design • Schedule Kickoff Call • Configure System

PHASE 2: INITIAL REVIEW

Customer Responsibility

- Kickoff Call
 - Review templates
 - Approve site configuration

CivicPlus Responsibility

- Complete site configuration
- Provide training materials and login info for primary users
- Schedule training sessions

PHASE 3: TRAINING/FINAL CONFIGURATION & REVIEW

Customer Responsibility

- Attend training sessions at agreed-upon times
- Complete all assigned tasks (e.g., practice packets, adding users, watching training videos)

CivicPlus Responsibility

- Lead training sessions (number of sessions dependent on solution tier)
- Configure publishing option

PHASE 4: ADDITIONAL SERVICES (AS NEEDED)

Customer Responsibility

- Supply any supporting documents or communication for additional contracted work

CivicPlus Responsibility

- Complete any custom/additional contracted work

Continuing Services

TECHNICAL SUPPORT

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding the technical functionality and usage of your new website.

CivicPlus Technical Support will provide a toll-free number as well as an online email support system for users to submit technical issues or questions. Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

Support at a Glance

- Technical support engineers available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone and email
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

AWARD-WINNING



CivicPlus has been honored with two Gold Stevie® Awards, three Silver Stevie® Awards, and seven Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 1,000 Employees, Most Valuable Response by a Customer Service Team (COVID-19), Best Customer Satisfaction Strategy, and Remote Customer Service Innovation of the Year. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

SYSTEM MONITORING AND RECOVERY

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after detecting an issue.



Project Costs

	Premium Agenda Management	Ultimate Agenda Management
One-Time Implementation Fee	\$1,000	\$1,500
Annual Subscription Fees	\$4,200	\$5,200

20% Discount on Annual Fees
If a CivicPlus Customer for
Website AND Codification

10% Discount on Annual Fees
If a CivicPlus Customer for
Website OR Codification



Optional Enhancements

Feature	Cost
Meetings Hub - Additional Details on Page 10 Public-facing page with advanced search and historical capabilities **10% Discount if purchased with Municode Codification	\$1,100 / year
Email Subscriptions Requires Meetings Hub – Includes 1 automated newsletter and ability to easily notify subscribers of Agenda publication	\$660 / year
Auto-Import Historical Meeting Files (up to 7,500 files) Requires Meetings Hub – Includes agendas, minutes, and search indexing of files provided in OCR format	\$1,500 one-time
Additional Meetings Bodies (per one body)	\$330 / year
Custom Meeting Agenda or Minutes Template (per template) i.e., custom font, custom kerning, etc. within system limits	\$1,000 one-time
Custom Agenda Item Approval Workflow (per workflow)	\$550 / year
Custom User Roles and Permissions – Including Departments	\$1,000 one-time
Video Timestamping - Up to 36 meetings	\$2,772 / year
Post-Launch, Additional Training - Virtual, up to 2 Hours	\$400 one-time

Meetings Hub Features (Optional)

BASE

- Public Meetings Portal
- ADA Compliant HTML/CSS (WCAG 2.1 AA)
- Custom header with logo, choice of colors, and links to existing website, meeting calendar, boards, and email subscription (if applicable)
- A best-in-class search engine that indexes the contents of PDF agendas and minutes created in the solution (imported files must be OCR and less than 40 MB to be indexed)
- Video integrations with Vimeo or YouTube
- Meeting calendar
- Create meetings and upload PDF agendas and minutes
- Integrations with web search Municode Online Code



OPTIONAL ADDITIONS

- Add auto-import for historical agendas and minutes and search indexing of OCR documents
- Add email notifications



Invoicing Details

- 100% of Year 1 costs upon contract signing.
- Annual recurring Services shall be invoiced on the start date of each Renewal Term.
- Annual Recurring Services shall be subject to a 5% annual increase beginning in Year 2 of service.
- All invoices are due within 30 days of the date of such invoice.

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Proposal as Non-Binding Document

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A formal, summarized Statement of Work that delineates your chosen project scope will be provided for your review and final signature.

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Additional Solutions & Services

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- Municipal Websites
- Codification (Municode)
- Emergency and Mass Notifications
- Parks and Recreation Management
- 311 and Citizen Relationship Management
- Process Automation and Digital Services
- Public Works
- Fire and Life Safety Inspections
- Planning, Permitting, Licensing, and Code Enforcement
- Web Governance and ADA Remediation (ADA Compliance, Quality Assurance, Internal Policy Compliance, Site Functionality Optimization)
- Social Media Archiving
- FOIA Management

Visit our [website](#) or reach out to your Account Executive for additional information, a schedule a demo, or to obtain a quote.





VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Request by American Transmission Company (ATC) for a transmission line easement along Manitowoc Road.

Issue:
Does the Village Board prefer to deny the easement request from the American Transmission Company (ATC)?

Background and Additional Information:
Village staff along with the Village Attorney and Village Engineer met virtually with ATC and Land Service Company regarding the easement. According to the Village Attorney, public entities have the ability to decline easement requests unlike private owners who have no rights under the law. Due to the fact that the easement proposal is along the north side of Manitowoc Road where the Village plans to develop a commercial corridor and new fire station, Village staff does not believe it's in the Village's interest to accept the easement. The Village Attorney will be able to speak to this in more detail.

Budget Impacts:
None

Recommended Action:
Motion to deny the request for a transmission line easement from ATC along Manitowoc Road.

- Attachments:**
- [MEI-FJT-0460_Compensation Summary.pdf](#)
 - [MEI-FJT-0460_Exhibit B.pdf](#)
 - [240910_MEI-FJT-0460_Offer to Purchase Easement.pdf](#)



COMPENSATION SUMMARY

ATC File Number: MEI-FJT-0460 Line Designation: 971K11 Date: _____

LANDOWNER INFORMATION:

Owner: Village of Harrison

Address: W5298 STH 114, Menasha, Wisconsin 54952

Phone #: _____

P&P Sheet(s): Page 14 - 15 of P&P Dated: 10/18/10 Structure(s): N/A -N of Str 90 - 93

Easement Compensation \$ 5,400.00

Permission to apply herbicides (Per Exhibit A)
(\$2,500 + \$1,000 x 1.025/ac) \$ 3,525.00

Total Compensation \$ 8,925.00

OR

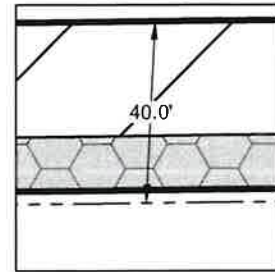
Annual Payment (If Applicable) \$ N/A
(Easement Payment / 65 years)
(zoned or used for agricultural purposes and easement is for high voltage transmission line)

EASEMENT DESCRIPTION MAP (EXHIBIT B)

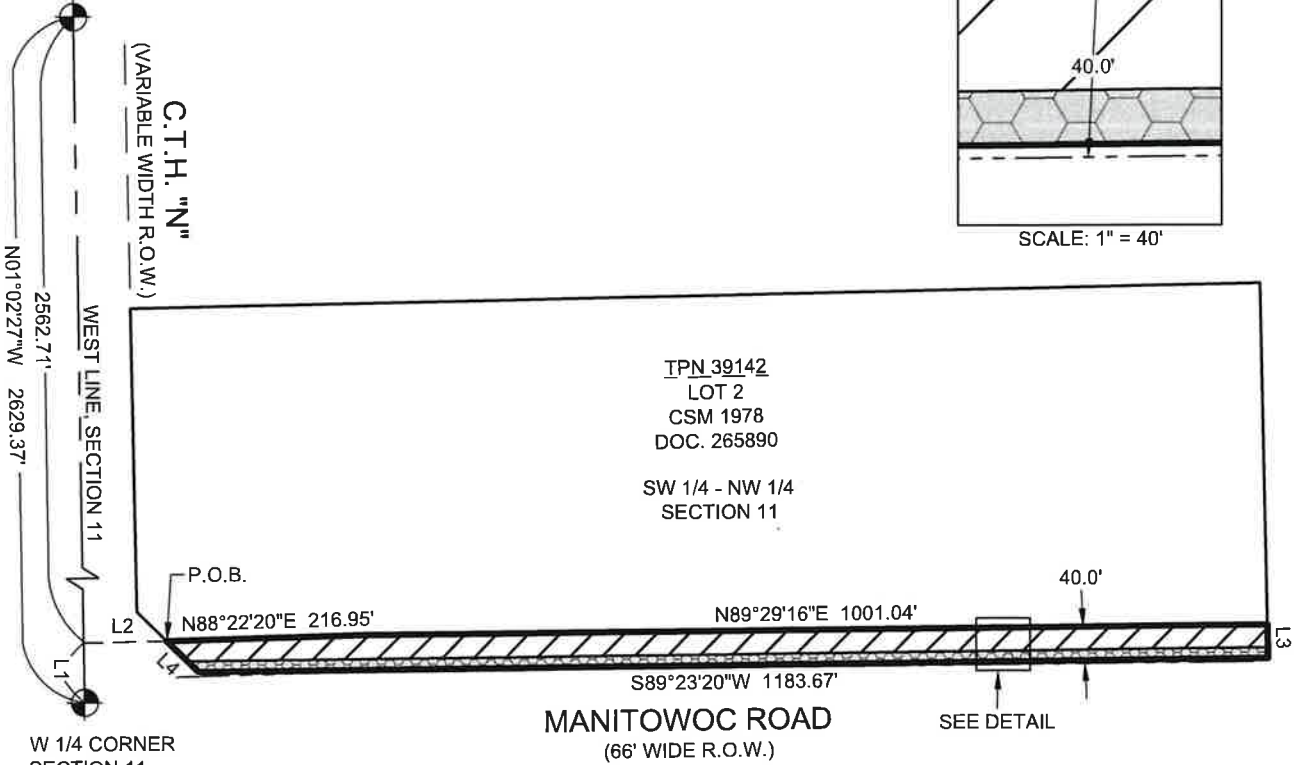
ATC ID: MEI-FJT-0460
 TPN: 39142

NW CORNER
 SECTION 11
 T20N, R18E

DETAIL:



SCALE: 1" = 40'



W 1/4 CORNER
 SECTION 11
 T20N, R18E

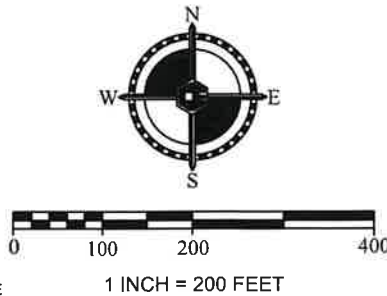
MANITOWOC ROAD
 (66' WIDE R.O.W.)

SEE DETAIL

Line Table		
Line #	Length	Direction
L1	66.66	N01° 02' 27\"W
L2	92.89	N88° 57' 33\"E
L3	36.47	S01° 18' 09\"E
L4	48.85	N45° 55' 34\"W

LEGEND

- PLSS CORNER
- P.O.B.
- TPN
- POINT OF BEGINNING
- TAX PARCEL NUMBER
- GRANTOR PARCEL LINE
- RIGHT OF WAY LINE
- TRANSMISSION CENTERLINE



MAP KEY

- ATC NEW EASEMENT AREA
(30,379 SQFT / 0.697 ACRES ±)
- ATC EXISTING 45' WIDE EASEMENT AREA, PER DOCUMENT 193557 (14,270 SQFT / 0.328 ACRES ±)
- ATC TOTAL EASEMENT AREA
(44,649 SQFT / 1.025 ACRES ±)

VILLAGE OF HARRISON, CALUMET COUNTY

NOTE - BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, US FEET, GRID DISTANCE. THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHTS-OF-WAY HEREIN GRANTED.



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EXHIBIT B

Page 1 of 2 | DATE: 5/10/2024
 SKETCH SCALE: 1" = 200'
 Job # 240082

EASEMENT DESCRIPTION MAP (EXHIBIT B)

ATC ID: MEI-FJT-0460

TPN: 39142

EASEMENT DESCRIPTION MAP (EXHIBIT B)

A variable width easement which crosses the Grantor's premises being part of Lot 2 of Certified Survey Map No. 1978, recorded as Document Number 265890, located in the Southwest Quarter of the Northwest Quarter (SW 1/4 - NW 1/4) of Section 11, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin, more particularly described as follows:

Commencing at the West Quarter (W 1/4) Corner of said Section 11; thence N01°02'27"W along the West line of said Section 11, a distance of 66.66 feet; thence N88°57'33"E, a distance of 92.89 feet to a point on the East right-of-way line of C.T.H. "N" (variable width), and the POINT OF BEGINNING (P.O.B.).

Thence along a line being 40.00 feet North of and parallel with an existing transmission centerline for the next two (2) calls: N88°22'20"E, a distance of 216.95 feet, N89°29'16"E, a distance of 1001.04 feet to a point on the East line of the Grantor's parcel; thence S01°18'09"E along said East line of the Grantor's parcel, a distance of 36.47 feet to a point on the North right-of-way line of Manitowoc Road (66 feet wide); thence S89°23'20"W along said North right-of-way line of Manitowoc Road, a distance of 1183.67 feet to a point on said East right-of-way line of C.T.H. "N"; thence N45°55'34"W along said East right-of-way line of C.T.H. "N", a distance of 48.85 feet to the POINT OF BEGINNING (P.O.B.).

The above described easement contains 44,649 sqft / 1.025 acres, more or less, and is subject to any and all reservations, restrictions, rights-of-way, and easements, and prior conveyances of record.

BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, US FEET, GRID DISTANCE



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EXHIBIT B

Page 2 of 2 | DATE: 5/10/2024

SKETCH SCALE: N/A

Job # 240082



August 2, 2024

SENT VIA U.S. MAIL -TRACKING # 9405830109355119699759

Village of Harrison
W5298 STH 114
Menasha, Wisconsin 54952

Re: Transmission Line Easement 971K11; ATC File #MEI-FJT-0460

Dear Landowner:

ATC respectfully requests that Village of Harrison consider granting a transmission line easement that affects property you own in part of Lot 2 of Certified Survey Map No. 1978, recorded as Document Number 265890, located in the Southwest Quarter of the Northwest Quarter (SW 1/4 - NW 1/4) of Section 11, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin for the purpose of maintaining and operating an existing overhead transmission line known as 971K11.

Enclosed please find an easement document and an appraisal that supports our offering price in the amount of \$8,925.00 for the easement ATC will acquire. This amount includes \$3,525.00 for the use of herbicides. The easement area for the 971K11 transmission line project affects 1.025 acres of Village of Harrison owned lands.

After you have had a chance to review the materials and appraisal, please contact me at (608) 445-3356 or npatrizi@landservicecompany.com to discuss any questions or concerns you may have regarding this project. Thank you for your consideration of this information.

Sincerely,

Nancy Patrizi

Nancy Patrizi
Land Service Company
5610 Medical Circle, Suite 27
Madison, WI 53719

(608) 445-3356
npatrizi@landservicecompany.com



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Approval of Offer to Purchase for Parcel No. 39138 along CTH N.

Issue:
Does the Village Board approve the Offer to Purchase to purchase future commercial land known as Parcel No. 39138?

Background and Additional Information:
Scott De Witt the developer of Luniak Meadows II contacted the Village to notify that he intends to close on the Delores Luniak real estate along CTH N at Schmidt Road on September 22. Due to the timing of the board meeting's the staff worked with the Village Attorney to draft the Offer to Purchase OTP that will be used to purchase the property.

The OTP is contingent upon completion of the Phase 1 Environmental Site Assessment due to the property being a former farmstead. Once the Village owns the property, DPW will be remove the buildings over the winter.

Budget Impacts:
\$440,000 - TID 5

Recommended Action:
Motion to approve the offer to purchase for Parcel No. 39138 for \$440,000.

- Attachments:**
- [WB-13 VACANT LAND OFFER TO PURCHASE - VOH-SCOTT DEWITT- PARCEL 39138 \(07287496x9CC42\).pdf](#)

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON September 18, 2024 [DATE] IS (AGENT OF BUYER)

2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

3 The Buyer, The Village of Harrison, Calumet County, WI

4 offers to purchase the Property known as Tax Parcel 39138

5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7 attach as an addendum per line 686] in the Village of Harrison

8 County of Calumet Wisconsin, on the following terms:

9 PURCHASE PRICE The purchase price is Four Hundred Forty Thousand

10 Dollars (\$ 440,000.00).

11 INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: home and barn.

13
14 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.

16 NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following:

18
19 CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented
20 and will continue to be owned by the lessor.

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in
27 an addendum per line 686.

28 BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before September 30, 2024

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

32 ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.

34 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
35 Deadlines running from acceptance provide adequate time for both binding acceptance and performance.

36 CLOSING This transaction is to be closed on October 30, 2024

37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
41 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
42 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money
43 transfer instructions.

44 EARNEST MONEY

45 ■ EARNEST MONEY of \$ 0 accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ 0 will be mailed, or commercially, electronically
48 or personally delivered within N/A days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as

50) STRIKE THOSE NOT APPLICABLE

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an
53 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special
54 disbursement agreement.

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
 57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
 58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
 59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
 61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
 62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
 64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
 65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
 66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
 68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
 69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
 70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
 71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
 72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
 73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
 74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
 75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
 76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
 79 this Offer except:

80 _____ . If "Time is of the Essence" applies to a date or Deadline,
 81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
 84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
 85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
 86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
 87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
 88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
 89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
 90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
 91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
 92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
 93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
 96 Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer
 97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 98 and _____

99 _____
 100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

- 101 "Conditions Affecting the Property or Transaction" are defined to include:
- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
 - 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
 104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
 - 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
 106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
 107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
 108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
 - 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
 110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
 111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
 112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
 113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
 - 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
 - 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.
182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.
191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**
195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry>.
206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.
211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.
215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/>.
221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.
229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.
231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**
233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____

252 _____

253 _____ **[insert proposed use**

254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**

255 **purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines

257 251-255.

258 **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that

259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such

260 development.

261 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a

262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must

263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of

264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of

265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**

266 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding

267 tank; other: _____

268 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions

269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or

270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the

272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items

273 related to Buyer's proposed use: _____

274 _____

275 **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at

276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:**

277 electricity _____; gas _____; sewer _____;

278 water _____; telephone _____; cable _____;

279 other _____

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public

281 roads.

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither

283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;

284 variance; other _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of

286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller

288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by

289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**

290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____

291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the

292 Property, the location of improvements, if any, and: _____

293 _____

294 _____ **STRIKE AND COMPLETE AS APPLICABLE.** Additional map features that may

295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot

296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**

298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers

300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially

301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of

302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
 304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
 306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
 307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
 308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
 309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
 310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
 311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
 312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of
 314 the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any
 315 other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
 318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
 319 reported to the Wisconsin Department of Natural Resources.

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
 322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
 324 inspection of _____

325 _____ (list any Property component(s)
 326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
 328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
 329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),
 332 as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
 334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
 335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
 338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the
 340 value of the Property; that would significantly impair the health or safety of future occupants of the Property; or
 341 that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life
 342 of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
 346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
 357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$

358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
 359 monthly payments of principal and interest shall not exceed \$ _____.

360 Buyer acknowledges that lender's
 361 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
 362 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
 362 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached
 364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
 365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
 366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
 368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
 369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
 373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
 374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
 375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
 376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
 378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
 380 (even if subject to conditions) that is:

381 (1) signed by Buyer; or,

382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
 384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
 386 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
 387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.
 389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
 390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
 392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
 393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
 394 unavailability.

395 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or

397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
 401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
 402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
 404 acceptance, Buyer shall deliver to Seller either:

405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
 406 the time of verification, sufficient funds to close; or

407 (2) _____

408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
 410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
 411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
 412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
 413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
 414 access for an appraisal constitute a financing commitment contingency.

415 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
 416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
 417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
 418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
 420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
 421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
 424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____ (name other contingencies, if any); and

447
448 (3) Any of the following checked below:

449 Proof of bridge loan financing.

450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____
453

454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and _____

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

472 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.

475 Current assessment times current mill rate (current means as of the date of closing).

476 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478 _____
479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
480 **substantially different than the amount used for proration especially in transactions involving new construction,**
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
482 **assessor regarding possible tax changes.**

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

495 _____
496 _____ (insert other allowable exceptions from title, if
497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
536 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

537 _____
538 _____ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land
565 dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If **Buyer defaults**, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If **Seller defaults**, Buyer may:

- 602 (1) sue for specific performance; or
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer's obligations under this OTP are contingent upon Village Board approval. Both
651 Parties' obligations hereunder contingent upon Seller acquiring title to Property by September 22, 2024. Seller shall use Seller's best efforts
652 to acquire title to Property within said time frame. Property shall be vacant and all personal property removed prior to Closing.

653
654 Buyer's obligations are contingent upon conducting a Phase 1 Environmental Analysis and receiving an expert report revealing no adverse conditions.
655

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665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
667 688-683.

668 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: Scott De Witt

671 Name of Buyer's recipient for delivery, if any: Chad Pelishek w/ copy to Atty Andrew Rossmeissl

672 (2) **Fax**: fax transmission of the document or written notice to the following number:

673 Seller: () Buyer: ()

674 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
676 line 679 or 680.

677 (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller:

680 Address for Buyer:

681 (5) **Email**: electronically transmitting the document or written notice to the email address.

682 Email Address for Seller: flashdewitt@gmail.com

683 Email Address for Buyer: cpelishek@harrison-wi.org w/ copy to arossmeissl@herrlingclark.com

684 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
685 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

686 **ADDENDA**: The attached _____ is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Attorney Andrew J. Rossmeissl, Herrling Clark Law Firm

688 _____

689 (x) _____

690 Buyer's Signature ▲ Print Name Here ► Village of Harrison by: Allison Blackmer, Village President Date ▲

691 (x) _____

692 Buyer's Signature ▲ Print Name Here ► Village of Harrison by: Vicki Tessen, Village Clerk Date ▲

693 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
694 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
695 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
696 **COPY OF THIS OFFER.** Dercks DeWitt II, LLC

697 (x) _____

698 Seller's Signature ▲ Print Name Here ► By: Scott DeWitt, Member Date ▲

699 (x) _____

700 Seller's Signature ▲ Print Name Here ► Date ▲

701 This Offer was presented to Seller by [Licensee and Firm] _____

702 _____ on _____ at _____ a.m./p.m.

703 This Offer is rejected _____ This Offer is countered [See attached counter] _____

704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Brandon Barlow, Utilities Office Manager

Meeting Date:

September 24, 2024

Title:

Sharing the results of the 2024 Sanitary Survey Report for the Water Supply Serving the Village of Harrison.

Issue:

The Village of Harrison/Harrison Utilities received the 2024 Sanitary Survey Report from the Department of Natural Resources (attached). One "Deficiency" and one "Recommendation" are contained within the report. The presence of a deficiency requires that a response to the report and a plan for corrective action, including a work schedule must be submitted to the DNR by Monday, October 7th. The DNR has set a compliance date of Friday, November 15th for this item.

Background and Additional Information:

The sanitary site survey, covering water supply topics, takes place every three years. The site visit was conducted by Jamie Douglas, P.E., a DNR Water Supply Engineer, who covers our region. Staff present included the Assistant Village Manager, the Utilities Operator Foreman, both Utilities Operators, and the Utilities Office Manager. A wide array of information, records, and procedures pertaining to water supply quality and maintenance practices were discussed. As part of these discussions it was identified that Harrison Utilities does not have an Emergency Chlorination Plan that meets the requirements of NR 810.26(8).

During prior DNR site visits it was discussed that since Harrison Utilities is consecutive system to the City of Appleton's that these requirements would be satisfied by Appleton's Emergency Chlorination Plan. The DNR has identified the lack of a plan specific to Harrison Utilities to be a "Deficiency" and is requiring that Harrison Utilities submit a response to the report and a plan for corrective action, including a work schedule which must be submitted to the DNR by Monday, October 7th. The Utilities Operator Foreman has been in discussions with the DNR, the Wisconsin Rural Water Association, and a vendor which specializing in providing this type of equipment.

Additionally the DNR included a "Recommendation" that "the Utility develop a policy for flushing hydrants and maintaining valves on private property where the property owner pays for this service and the water used. The Public Service Commission does not allow communities to provide this service to private owners within the budget funded by all water rate payers." The Office Manager is researching the policies of other utilities and will bring forward a proposal for how this "Recommendation" might be addressed at a subsequent meeting.

Budget Impacts:

None at this time. There is \$18,000 included in the proposed 2025 Capital Improvement Plan, although depending upon the on-going discussions with the DNR the purchase/installation of the equipment may be required yet in 2024.

Recommended Action:

No action needed at this time.

Attachments:

- [2024 Harrison Sanitary Survey Report.pdf](#)

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Agricultural Services Center
3369 West Brewster Street
Appleton WI 54914-1602

Tony Evers, Governor

Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



August 23, 2024

PWS ID#: 40800760
Harrison Utilities-MC
Calumet County

Chad Pelishek, Manager
Village of Harrison
N8722 Lake Park Rd
Appleton, WI 54952

Subject: 2024 Sanitary Survey Report for the Water Supply Serving the Village of Harrison and Notice of Non-Compliance

Dear Mr. Pelishek:

On July 24, 2024, I conducted a sanitary survey of the Harrison Utilities (Utility) water system. Also present were Tom Van Zeeland, Brandon Barlow, David Dornfeld, and Grant Laue on behalf of the Utility. The purpose of a sanitary survey is to evaluate the Utility's source, facilities, equipment, operation, maintenance, and management as they relate to providing safe drinking water. The sanitary survey is also an opportunity to update the Department's records, provide technical assistance, and identify potential risks that may adversely affect drinking water quality.

Because deficiencies are noted, this report also serves as a Notice of Non-Compliance.

At the completion of the survey, Tom was briefed on the preliminary findings. This report outlines the final findings, discusses problems that need to be addressed, and timelines for corrective action where appropriate.

This report also includes existing, non-conforming features and recommendations that the Utility should review and address as appropriate. Depending on the type of action you take to correct these issues; you may need to obtain prior approval and submit additional plans to the Department.

Required Action

A response to this report and a plan for corrective action, including a work schedule must be received by the Department by Monday October 7, 2024. The response shall be submitted to Jamie Douglas at the address above or by email to Jamie.douglas@wisconsin.gov and shall include a notification that all deficiencies have been corrected or that you agree to correct the deficiencies identified in this letter by the due dates, or with alternative dates for correcting these deficiencies. Failure to respond to this letter by **October 7, 2024**, may result in enforcement actions. A corrective action plan and schedule is included below for your consideration. Depending on the type of corrective action you employ, you may need to obtain prior approval and submit additional plans to the Department. Please make this report available to Village Board members so that the deficiencies identified in this report can be fully discussed.

Significant Deficiencies

During the sanitary survey, zero (0) significant deficiencies were identified. Significant deficiencies indicate noncompliance with one or more Wisconsin Administrative Codes and/or represent an immediate health risk to consumers.

Deficiencies

During the sanitary survey, one (1) deficiency was identified. Deficiencies are problems in the drinking water system that have the potential to cause serious health risks, represent long-term health risks to consumers or may indicate noncompliance with one or more Wisconsin Administrative Codes. Corrective action should be completed for these deficiencies as soon as possible.

Deficiency	Compliance Due Date	Code Citation
1. The Utility does not have an Emergency Chlorination Plan that meets s. NR 810.26(8), Wis. Adm. Code. By November 15, 2024 , provide an Emergency Chlorination Plan which meets the requirements of s. NR 810.26(8), Wis. Adm. Code.	11/15/2024	810.26

Non-Conforming Features

During the sanitary survey, zero (0) features were identified that met code requirements at the time of your public water system's construction but would not be allowed in the current code. These are referred to as "non-conforming features."

Recommendations

During the sanitary survey, one (1) recommendation was identified. Recommendations are problems in the water system that may hinder your public water system from consistently providing safe drinking water to consumers.

Recommendations
1. The department recommends the Utility develop a policy for flushing hydrants and maintaining valves on private property where the property owner pays for this service and the water used. The Public Service Commission does not allow communities to provide this service to private owners within the budget funded by all water rate payers.

System Description

Harrison Utilities is a distribution only municipal water system located in Calumet County. The system purchases water from Appleton Waterworks, a surface water sourced system. Appleton provides all treatment at their water treatment plant. Harrison also maintains an emergency connection with Fox Crossing Utilities, which is a combination of surface water from Menasha Utilities and groundwater from Fox Crossing.

Treated water from Appleton's Main Pressure Zone enters the Harrison system through two 6-inch meters. The 2019 Appleton Waterworks Master Plan includes an analysis of the storage capacity of their Main Pressure Zone, which provides pressure to the Harrison system. That analysis shows adequate capacity for the current and anticipated future needs of the Harrison Utilities.

The system serves a population of 5,500 through 2,800 service connections. According to recent annual reports to the Wisconsin Public Service Commission (PSC), the average daily finished water pumped or purchased over the past three years has increased from 398.7k gallons to 473.8k gallons per day with maximum day of 848k gallons in 2023. The majority of this growth has been population / residentially driven.

The distribution system is comprised of 52 miles of water distribution and transmission mains with diameters up to twelve inches and all is at least six inches in diameter. The normal pressure range within the distribution system is approximately 60 psi.

Hydrants are flushed annually. All the hydrants are capable of providing a flow rate of 500 gpm at a residual pressure of 20 psi. The Utility exercises half of the 1,215 valves annually, and all valves are exercised on a 2-year schedule.

There are no known lead services or goosenecks owned by the municipality.

Water Quality Monitoring and Reporting

The Utility has an excellent record of compliance with monitoring and reporting and the Department appreciates your sampler's continued efforts in complying with these Safe Drinking Water Act requirements. Appleton Waterworks provides water treatment with no additional treatment by Harrison. The Utility has a very good record of compliance with monitoring and reporting requirements.

Source Water: The most recent organic, inorganic, synthetic organic chemical, and radionuclide analysis of the finished water in Appleton indicates that all applicable drinking water standards are being met.

Distribution System: Distribution system monitoring consists of routine bacteriological, chlorine, disinfection by-product and lead and copper sampling. The most recent analyses of the distribution system indicate that the water meets all applicable drinking water standards.

Bacteriological: Operators collect 6 distribution system bacti samples every month. Sampling times are spaced throughout the month and sample sites are rotated.

Lead and Copper: The latest sampling for lead and copper was completed in 2023. The 90th percentile level for lead was 0 ppb and copper was 79.2 ppb based on 20 samples. These results were below the action level for lead and copper.

Required Reports, Records, and Utility Programs

The Utility has maintained an excellent record of completions and submission of reports required by the Department. Monthly reports are submitted in a timely manner. Records and documentation of all maintenance work and program implementation is available.

Materials Inventory: The Utility has been collecting the required information for the materials inventory as required by the LCRR. The inventory, along with two additional forms, are due to the department by October 16, 2024.

Ordinances: The Village has a cross connection ordinance and private well abandonment ordinance that are in the process of being revised. The department recommends that the Utility also adopt a private water main ordinance. It's noted that not all of the Utility's customers reside within the Village of Harrison, so the ordinances should be incorporated into the Utility's rules, to ensure that they apply to all customers.

The Utility performs cross-connection surveys for all property types. Cross connections are being performed at the required frequencies. There are fewer than 100 permitted private wells in the area served by the Utility.

Certified Operators

There are three certified operators for this waterworks. The system is required to have operators licensed in the D subclass.

Name	Lic. #	Distribution
Tom Van Zeeland (OIC)	34193	1
David Dornfield	34906	1
Grant Laue	36664	1

Water System Security

The Utility maintains an Emergency Management Plan that meets the requirements of NR 810.23, Wis. Adm. Code. The Utility did not have an Emergency Chlorination Plan which meets the requirements of NR 810.26, Wis. Adm. Code. Utility operations and maintenance meet the department expectations and code requirements. This ensures a safe work environment for operators, helps prevent drinking water contamination and extends the useful life of the facilities and equipment.

Water System Summary Information

A water system summary is attached. **Please review for accuracy.** If there are changes that need to be made, contact Jamie Douglas at (920) 362-6629 or jamie.douglas@wisconsin.gov

Capacity Development Evaluation

This sanitary survey serves as an evaluation of the capabilities of your water system. Your system has been determined to have sufficient technical, managerial capacity, and financial capacity required to provide safe drinking water.

With respect to financial capacity, an analysis of the cost recovery ratio was conducted from the most recent annual report from the Utility to the Wisconsin Public Service Commission (PSC). A cost recovery ratio greater than 1.0 indicates that Utility revenue covered Utility expenses during the prior year. A ratio less than 1.0 indicates that expenses exceeded revenue. The most recent PSC report (2023) shows a cost recovery ratio of 1.2. The PSC also recommends that all water utilities maintain several months' worth of cash on hand and a bare minimum of one billing cycle. The most recent PSC report indicates sufficient cash on hand.

The next sanitary survey of your system is scheduled to take place in 2027. You will be contacted prior to the survey to schedule a date that is convenient for you.

Please extend my thanks to your operators. It was a pleasure meeting with everyone and learning about your water system. If you have any questions, you can me by phone at 920-362-6629 or by e-mail at jamie.douglas@wisconsin.gov.

Sincerely,

Jamie Douglas

Jamie Douglas, P.E.
Water Supply Engineer

Ecopy: FILE
JaNelle Merry, DNR
Tom Van Zeeland, Harrison

General Reminders – This section is included to serve as a quick reference for some of the more commonly encountered deadlines and code requirements. It is not intended to be all inclusive.

Description	Frequency
1. Cross Connection Inspection Annual Reports	Annually by March 1st
2. Consumer Confidence Report distribution to customers	Annually by June 30 th
3. Consumer Confidence Report and Certification to DNR	Annually by June 30 th
4. DNR posts CCR information on website	Approximately March 1st
5. Electronic Monthly Operational Reports (EMOR)	By 10 th of the following month
6. Customer Notice of Lead and Copper Results in Drinking Water – this informs the customer of levels found	Within 30 days of utility receiving results
7. PBCU customer notice form and certification form to DNR	Within 3 months of monitoring end date
8. Notify DNR of pressure loss in >25% of system	Within 1 working day
9. Professional storage facility inspection	Every 5 years
10. Professional storage facility inspection involving full drain	Every 10 years
11. Documented general storage facility inspection (hatches, gaskets, vents, overflow and screens)	Annually
12. Auxiliary power exercising (documented in logbook)	Monthly & Quarterly under full load
13. Hydrant exercising	At least every 2 years
14. Distribution system valve exercising	Every 2 to 5 years
15. Well pump – removal, inspection and service	Schedule required (10-year recommended)

Water System Summary Information:

Affiliations	Type	Phone
VAN ZEELAND, TOM	EMERGENCY	920-731-0002
HARRISON VIL OF - MANAGER	PLAN_CON	920-989-1062
VAN ZEELAND, TOM	SAMPLER	920-731-0002
DOUGLAS, JAMIE	DNR_REP	920-362-6629
HARRISON VIL OF - MANAGER	OWNER	920-989-1062
VAN ZEELAND, TOM	PLAN_CON	920-731-0002

Entry Point

ID	Type	Name
2	Combined entry point and source	APPLETON WATER UTILITY
	Emergency	FOX CROSSING UTILITIES EAST

Bacteriological Sampling History

Year	Distribution Absent	Distribution Present
2024	42	0
2023	72	0
2022	72	0
2021	72	0

Chemical Sampling History

Year	Sample Group	Samples Taken	Missed Samples
2024	DBP	6	
2023	PCBU	20	

Sample Group	Last Sampled
BACTI	2024
PBCU	2023
DBP	2024



VILLAGE BOARD MEETING

VILLAGE OF HARRISON**From:**

Vicki Tessen, Clerk

Meeting Date:

September 24, 2024

Title:

Resolution V2024-10 WDNR Recycling Grant Authorization

Issue:

Formal authorization from the Board need to be given for staff to apply for a WNDR Recycling Grant and sign on behalf of the Village.

Background and Additional Information:

This is an annual grant the Village has been applying for to help cover costs to recycling events and community awareness. The application requires submitting a copy of the signed resolution authorizing staff to act on behalf of the Village. The application deadline is October 1, 2024.

Budget Impacts:

over \$20,000 in Grant Funds

Recommended Action:

Approve Resolution V2024-10 for WNDR Recycling Grant Authorization, allowing the Village staff to apply, sign, and report on behalf of the Village.

Attachments:

- [V2024-10 DNR Recycling Grant Authorization.pdf](#)

RESOLUTION V2024-10
VILLAGE OF HARRISON
Calumet and Outagamie Counties

RESOLUTION FOR WDNR RECYCLING GRANT AUTHORIZATION

WHEREAS, the Village of Harrison hereby requests financial assistance under s. 287.23 a, Wis. Stats., Chapters NR 542, 544, Wis. Admin. Code, for the purpose of planning, constructing or operating a recycling program with one or more components specified in s. 287.11(2)(a) to (h), Wis. Stats.

NOW THEREFORE, BE IT RESOLVED, that the Village of Harrison **HEREBY AUTHORIZES** the Assistant Village Manager, an employee of the responsible unit, to act on its behalf to: Submit an application to the Department of Natural Resources for financial assistance under s. 287.23 and s. 287.24, Wis. Stats., Chapters NR 542, 544, Wis. Admin. Code; sign necessary documents; and submit a final report.

Adopted by the Board of Trustees of the Village of Harrison on this 24th day of September 2024.

By: _____
Allison Blackmer, Village President

By: _____
Julene Baldwin, Village Trustee

By: _____
Darlene Bartlein, Village Trustee

By: _____
Mike Brantmeier, Village Trustee

By: _____
Scott Handschke, Village Trustee

By: _____
Matt Lancaster, Village Trustee

By: _____
Mark Van Hefty, Village Trustee

I hereby certify that the foregoing resolution was duly adopted by the Village of Harrison at a legal meeting on the 24th day of September 2024.

Attest: _____
Vicki L. Tessen, Clerk

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Vicki Tessen, Clerk

Meeting Date:

September 24, 2024

Title:

Record Retention Schedules for Village Records

Issue:

The current record retention schedule is outdated and needs to be updated.

Background and Additional Information:

The retention schedule used for Harrison was approved by the Town Board in May of 2007 (attached).

Staff would like to stop using the Town Schedule and follow the General Records Schedule(s) (GRS) that are approved by the Public Records Board and recommended for use by municipal, county, and state units of government.

Specifically, for Harrison, the staff would like to utilize the following published GRS:

- Wisconsin Municipal and Related Records
- Administrative and Related Records
- Fleet and Aircraft Management Records
- Human Resources and Related Records
- Payroll and Benefits and Related Records
- Budget and Related Records
- Fiscal and Accounting and Related Records
- Purchasing & Procurement and Related Records

The individual schedules can be viewed on the State of Wisconsin Public Records Board website under the "General Schedules" tab. <https://publicrecordsboard.wi.gov/Pages/GRS/Introduction.aspx>

Budget Impacts:

none

Recommended Action:

Motion to approve the Village follow the General Records Schedule(s) approved by the Public Records Board for Village records retention.

Attachments:

- [Appendix A - Retention Schedule approved 2007.pdf](#)

**APPENDIX A
TOWN OF HARRISON RECORDS RETENTION SCHEDULE**

ACCOUNTING	RETENTION TIME TABLE
Purchase Invoices	7 years and destroy provided record has been audited
Vouchers	7 years and destroy provided record has been audited
Check stubs	7 years and destroy
Accounts receivable invoices	7 years and destroy provided record has been audited
Receipts	7 years and destroy provided record has been audited
General Journal	15 years and destroy
General Ledger	15 years and notify State Historical Society
Receipts Journal	15 years and destroy
ASSESSMENT RECORDS	
Assessment Property records	Until superseded
Assessment Workroll	2 years
Final Assessment Roll	Permanent
Personal Property Blotters	7 years
BOARD OF REVIEW	
Objection to Property Assessment and supporting documentation	7 years after the final action of the Board of Review or the completion of appeal and destroy
Minutes of Board of Review	7 years and then notify the State Historical Society
Notice of determinations	7 years after the final action of the Board of Review or the completion of appeal and destroy
Proceedings of the Board of Review on audio tapes or as stenographic notes including any transcriptions thereof	7 years after the final action of the Board of Review or the completion of appeal and destroy
BUDGETS AND AUDITS	
Audit reports	Permanent
Budget worksheets	3 years and destroy
Final Budget	Permanent
Annual reports	Permanent
BUILDING PERMITS AND INSPECTIONS	
Applications and permits	For life of structure
State permit applications (DILHR)	Permanent
Certificates of occupancy	Retain until superseded and destroyed
Inspection reports	For life of structure
Energy calculation worksheets	3 years and destroy
Permit ledger	7 years and destroy
State approved commercial building plans	4 years and notify the State Historical Society
COUNCIL, COMMITTEE & BOARD RECORDS	
Affidavits of Notice Publication	Retain 3 years and destroy
Audio and Video tapes	Retain one year and destroy or erase tape, 90 days if made only for the purpose of writing the minutes
General correspondence, including E-mail Petitions Reports of Officers Staff notes Meeting Agendas/Notices	Minimum period is not established, however some of these things should be retained Permanently like petitions and lists of citizens serving. Other things like reports and staff notes go a long way toward providing background to decisions. General correspondence is especially difficult to quantify; it definitely depends on what it refers to. To be safe keep everything except obvious advertising materials at least three years.
Minutes of any kind	Retain permanently
Ordinances w/ affidavits of publication (when appropriate)	Retain permanently
Resolutions	Retain permanently
ENGINEERING AND PUBLIC WORKS	
Annexation plats	Permanent
Assessor's plats	Permanent
City map	Permanent

Final subdivision plats	Permanent
House number and address change file	Permanent
Utility Permits	3 years and destroy
Petitions for street and sewer systems	2 years and destroy
Preliminary subdivision plats	Retain until superseded by the final plat and destroy
State Highway aids program records	7 years and destroy provided the record has been audited
Street vacations and dedications, copies	Retain for active reference life and destroy
Structure plans for municipal buildings and bridges	Retain for life of the structure and notify the State Historical Society
Water, storm, and sanitary sewer main maps	Permanent
FIDELITY BOND	
Fidelity Bond	5 years after bond expires and destroy
Fidelity Bond Book	5 years after last bond entered expires and destroy
Oath of Office	5 years after the term of service covered by the oath has ended and destroy
LEGAL OPINIONS	
Legal Opinions	Permanent
LICENSES AND PERMITS	
Applications accepted and rejected:	4 years and destroy
All liquor and beer related license	3 years and destroy
Cat & Dog Licenses monthly reported to County Clerk (by Treasurer)	3 years and destroy
License stubs	All liquor and beer related license stubs 4 years. All other stubs 3 years and destroy
Receipts	7 years and destroy
MUNICIPAL BORROWING	
Bond Payment Register	7 years after bond issue expires or following payment of all outstanding matured bonds/notes/coupons, whichever is later, and destroy
Bond procedure record	7 years after bond issue expires and destroy
Bond register	7 years after bond issue expires and destroy
Cancelled bonds, coupons, and promissory notes	Until audited and destroy
Certificates of destruction	7 years after bond issue expires or following payment of all outstanding matured bonds/notes/coupons, whichever is later, and destroy
PARKS	
Aerial photographs	Permanent
Master park plan	Permanent
Master reservation book	2 years and destroy
Plats	Permanent
Reservation requests	30 days and destroy. If payment receipts are attached, retain 7 years and destroy provided record has been audited
PAYROLL	
Annual Report of Federal Income Tax Withheld	5 years and destroy
Employee earning records	5 years and destroy
Employee enrollment and waiver cards	2 years after being superseded or terminated and destroy
Employee's Wisconsin Withholding Exemption Certificate	5 years after being superseded and destroy
Employee's Withholding Allowance Certificate	5 years after being superseded and destroy
Employer's Annual Reconciliation of Wisconsin Income Tax Withheld from Wages	5 years and destroy provided record has been audited
Federal Deposit Records	5 years and destroy provided record has been audited
Payroll check register	5 years and destroy provided record has been audited
Payroll distribution record	5 years and destroy provided record has been audited
Payroll support records	2 years and destroy provided the record has been audited

Payroll voucher	5 years and destroy provided record has been audited
Quarterly Report of Federal Income Tax Withheld	5 years and destroy provided record has been audited
Quarterly Report, Payroll Summary	5 years and destroy provided record has been audited
Report of Wisconsin Income Tax Withheld	5 years and destroy provided record has been audited
State's Quarterly Report of Wages Paid	5 years and destroy provided record has been audited
Wage and Tax statement	5 years and destroy provided record has been audited
PUBLIC WORKS PROJECTS & CONTRACTS	
Affidavit of organization and authority	Retain in the contract file 7 years after completion of the project and destroy. For unsuccessful bidders, retain 2 years and destroy
As-built tracings	Retain for the life of the project or structure and notify the State Historical Society
Bid Bond	Retain in the contract file 7 years after completion of the project and destroy. For unsuccessful bidders, retain 2 years and destroy
Bid tabulations	2 years and destroy
Bidder's proof of responsibility	Retain in the contract file 7 years after completion of the project and destroy. For unsuccessful bidders, retain 2 years and destroy
Bids	Retain in the contract file 7 years after completion of the project and destroy. For unsuccessful bidders, retain 2 years and destroy
Blue prints (includes residential blue prints in your possession)	Retain until superseded by the as-built tracings and destroy; if no as-built tracings are forthcoming retain for the life of the building or project and notify the State Historical society.
Certified check	Retain until the contract has been signed and return to bidder
Contract	Retain in the contract file 7 years after completion of the project and destroy
Master project files	20 years after the life of the structure and notify the State Historical Society
Notice to contractors	Retain in the contract file 7 years after completion of the project and destroy. For unsuccessful bidders, retain 2 years and destroy
Performance bond	Retain in the contract file 7 years after completion of the project and destroy
PURCHASING	
Bids, successful	7 years after the contract has expired and destroy
Bids, unsuccessful	1 year after Purchase Order issued
Inventory of property	Retain until superseded and destroy
Receiving report	7 years and destroy
REAL PROPERTY RECORDS	
Easements	Permanent
Plats	Permanent
Vacation or alteration of plat	Permanent
SANITATION AND CONSUMER PROTECTION	
Complaints and follow-up reports	5 years from the date the complaint was resolved and destroy
Open air burning permits	6 months and destroy
Public swimming pool survey reports, campgrounds and camping survey reports, mobile home park survey reports, recreational and education camp survey reports restaurant and tavern survey reports, hotels, motels, tourists rooms, and rooming houses survey reports, retain dairy case and milk products reports, retail and wholesale food establishment reports, nursing home survey reports, and vending machines survey reports	5 years and destroy
SPECIAL ASSESSMENTS	
Certified special assessment roll	Retain until all assessments are collected or for 7 years whichever is longer
Final resolution	Permanent
Preliminary resolution	2 years and destroy provided a copy of the report is on file with the public works project records

Report on special assessment notice and hearing	2 years and destroy provided a copy of the report is on file with the public works project records
Special assessment payment register	Retain until all assessments are collected or for 7 years, whichever is longer
Statement of new special assessments	5 years and destroy provided record has been audited
Waiver of special assessment notice and hearing	1 year and destroy, or retain 1 year after the final audit resolution is approved and destroy
STREETS AND HIGHWAYS	
Fuel usage reports	2 years after created or superseded and destroy
Heavy equipment and vehicle inventory ledger	Retain for the life of the equipment and/or vehicle or until the inventory ledger is superseded and destroy
Street and sidewalk maintenance and repair records	25 years and destroy
Street operations file	2 years after created or superseded and destroy
Vehicle maintenance histories	Retain for the life of the vehicle and destroy
TAX CALCULATION	
Certificates of apportionment	3 years and destroy provided the record has been audited
Explanation of property tax credit certification	5 years and destroy provided record has been audited
Final work sheet for determining allowable levy	5 years and destroy provided record has been audited
General property tax credit certification	5 years and destroy provided record has been audited
Personal property tax roll	Retain 15 years and notify the State Historical Society
Real property tax roll	This record is transferred to the county treasurer
State shared aid payment notices, any and all	Retain 6 years and destroy provided record has been audited
Statement of new special assessments	5 years and destroy provided record has been audited
Statement of sewer service charges	5 years and destroy provided record has been audited
Statement of taxes	Retain final copy permanently
Tax levy certification of the school district clerk	3 years and destroy provided the record has been audited
TAX COLLECTION	
Municipal treasurer's settlement	5 years and destroy provided record has been audited
Personal property tax roll	15 years and notify the State Historical Society
Receipts	For cities and villages, retain 7 years and destroy provided record has been audited. For towns, retain 15 years and destroy.
Statement of taxes remaining unpaid	Retain with the tax roll (county treasurer)
Tax settlement receipt	5 years and destroy provided record has been audited
TREASURER'S RECORDS	
All receipts	7 years
Bank credit/debit notices	1 year after audit and destroy
Bank reconciliation	7 years and destroy
Bank statements	7 years and destroy
Cancelled order checks	7 years and destroy
Cashbook	15 years and destroy
Check register	7 years and destroy
Duplicate deposit tickets	1 year after audit and destroy
Investment records	7 years and destroy
Lists of outstanding checks	7 years and destroy
VOTERS, CAMPAIGN & ELECTION RECORDS	
Active registration cards	Retain the active file as long as current
Applications for absentee ballots	90 days after the election and destroy provided applications for federal elections are retained 22 months and destroyed
Ballots, Voting Machine Records, Tally Sheets, Inspector Statement of Defective & Challenged Ballots – Federal Elections	Retain for 22 months and destroy
Campaign financial reports (EB-2)	6 years and destroy
Campaign registration statements (EB-1)	6 years and destroy
Cancelled registration cards	4 years after cancellation and destroy
Certificate listing candidates nominated by caucus	90 days after the election and destroy

Election notices in towns	1 year after the date of the election and destroy. If the election is contested, retain one year after the contest has been settled and destroy
Inspectors statement of defective and challenged ballots – Local Elections	90 days after the election and destroy
Nomination papers	90 days after the election and destroy
Paper ballots and voting machine recorders – local elections	90 days after the election and destroy. Voting machine recorders may be reactivated 14 days following a primary or 60 days following a spring or general election.
Poll list & Registry list	2 years after a non-partisan primary or election, 4 years after partisan primary or election
Tally Sheets – Local Elections	90 days after the election and destroy
<p>NOTE OF CAUTION: In spite of (and “notwithstanding”) this retention schedule, if the records you are considering to discard have anything to do with a state or federal grant or federal pass through money – Wisconsin Fund, Wisconsin Development Fund, Community Development Block Grant, Urban Development Block Grants, EPA, EDA, etc., contact the grant agency first. As a rule of thumb, do not even think about discarding these kinds of documents unless 10 years have passed.</p>	



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
September 24, 2024

Title:
Term Limits Discussion for Board Members.

Issue:
Does the Village Board want to proceed with the process to implement term limits for Trustees?

Background and Additional Information:
Village Attorney Andrew Micheletti provided a Memo (see attachment) regarding the process to implement term limits for trustees.

Budget Impacts:

Recommended Action:
Motion as determined by the Board.

Attachments:

- [MEMO TO VOH RE. TERM LIMITS - ACM \(07287520x9CC42\).pdf](#)

MEMO

TO: Village of Harrison
FROM: ACM
DATE: September 18, 2024
RE: Term Limits

At the August 27, 2024 Village Board Meeting, I was asked to review what authority there may be for the Village to set term limits for Village Board trustees. I found no authority expressly allowing or prohibiting term limits for Village Board trustees. There is statutory authority for amending the statutory length of each term and for amending the number of board members. To change term length and/or the number of trustees requires another amendment to the Charter Ordinance. In order to add term limits, there would have to be an amended Charter Ordinance enacted to restrict the number of terms any individual could serve as a trustee.

Please let me know if I can provide any additional information.

Andrew C. Micheletti
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