NOTICE OF VILLAGE OF HARRISON BOARD MEETING

DATE: **Tuesday, October 29, 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, October 29, 2024, at the Harrison Municipal Building. This is a public meeting, and the agenda is listed below.

Roll Call

1. Public Hearing

a) Presentation and Discussion of Proposed 2025 Operating Budget with Public Input

2. Correspondence or Communications from Board and Staff

3. Corrections and Approval of the Previous Meeting Minutes

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) "Village Plan of Finance" by RW Baird Municipal Advisor, Justin Fischer

b) Results of the Transportation Impact Fee Study by Jon Cameron, Ehlers.

6. Reports

a) Fire Rescue
b) Calumet County Sheriff's Dept.
c) Interim Village Manager
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

a) Bills and Claims - September 2024

8. Old Business for Discussion, Consideration, and/or Action

a) Consider Design and Construction Management Contract for New Fire Station

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

a) Ordinance Zoning Map Amendment 24-15 – Mel Baeten – Highline Rd – Parcels 39012, 39018, 39010

b) Final Plat – Cedar View Subdivision– LouMar Properties, LLC - Parcels 33408 & 33418

c) Certified Survey Map (CSM) – Dale and Cynthia Marx –Town of Woodville – Parcels 12383 & 12380

d) Review of concept plan for DPW Garage/Breakroom Expansion Project

e) Approval of next steps related to implementation of a Transportation Impact Fee.

f) Resolution V2024-11 Authorizing Issuance and Establishing Parameters for the Sale of General Obligation Promissory Notes Not to Exceed $8,275,000

g) "Class B" Alcohol License Application - LPPG, LLC, Lake Park Pub & Grill

h) Consider Request for Discharge of Firearms Waiver - Parcel 39148

i) Proclamation is Support of REACH Red Ribbon Week

j) Approval of Certificate of Payment No. 3 for 2024 Asphalt Resurfacing Program for $52,056.83.

k) Approval of Certificate of Payment No. 2 for Asphalt Resurfacing Program II including Blazing Meadows and Fire Station 60 Parking Lot for $49,345.39.

l) Approval of Certificate of Payment No. 2 for State Park Road Reconstruction for $74,693.19.

m) Approval of Certificate for Payment #1 (Final) for Precision Sealcoating, Inc for $127,200.

n) Approval of Certificate of Payment No. 1 for Farmers Field Paving for $206,841.02.

o) Change Order No. 1 for State Park Road Construction to add shouldering.

p) Change Order No. 1 for Crossroads Business Park to modify storm sewer and fill the lots to final grade.

q) Approval to request USPS assign a zip code for Harrison.

r) Updates to the Village's Development Agreement for new subdivisions.

s) County N Development Design Guidelines

t) Approval to advance $450,000 from the General Fund to TID 5 to be reimbursed with State Trust Funding for CTH Property.

u) Approval to apply to State Trust Fund to fund the land acquisition in TID 5 for the CTH N property from Dercks DeWitt II, LLC.

v) Discussion and possible approval on land prices for the CTH N commercial district and naming the district.

w) Request by the Fox Valley Snow Riders, Inc. to use Village-owned property to maintain snowmobile trails.

x) Review of the Opinion of Costs for the Emergency Engine Generator at Village Hall.

y) Approval of an Independent Contractor Contract between Birschbach Inspection Service, Inc. and the Village of Harrison for Building Inspection Services.

z) Award of bid for the Faro Springs Public Access Project.

aa) Approval of Service Contract between Village of Harrison and Fox Valley Humane Association LTD

10. Future Agenda Items

Public info meetings & website posts on facilities updates (in process) (JB/DB)
Review of RS-2 Zoning (ML) (after Comp Plan)
Plan to bring interceptors into lift stations 4 & 6 of the HU system (ML) (Feb. / March 2024)
Workshop with CCSD, Board, and staff regarding CCSD items (ML added 6/25/24, no due date)
Amend Board rules/procedures for adding agenda items (JB/ML added 7/30/24)
Plan Commission procedures (ML/JB added 8/27/24)
New development process checklist (ML/SH added 8/27/24
Hiring of Randy Moss Associates to obtain Eisenhower Right-of-Way (ML/SH added 9/24/24)
Review Trail Map (ML/SH added 9/24/2024)

11. Future Meetings

November 12, 2024 - Regular Monthly Meeting
December 17, 2024 - Regular Monthly Meeting

12. Closed Session

The Board will convene into Closed Session pursuant to the exemption provided in Sec.19.85(1) of the Wis. Stats. Specifically, section: (a) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

13. Adjournment

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

Agenda posted at Village Hall and on Village website www.Harrison-WI.org on October 25, 2024

Village of HARRISON
WHERE OPPORTUNITY LIVES

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Russ Van Gompel, Interim Manager

Meeting Date:
October 29, 2024

Title:
Presentation and Discussion of Proposed 2025 Operating Budget with Public Input

Issue:
Should the Village Board approve the Proposed 2025 Operating Budget?

Background and Additional Information:
Pursuant to Wisconsin State Statutes Section 69.90(3), a governing body must hold a public hearing prior to the adoption of the annual budget to allow for citizen comment. A notice of the public hearing was posted in three public spaces on October 11, 2024, to meet the statutory provision of providing 15 day notice prior to the date of the hearing. A notice and the proposed budget was also made available on the Village's website.

An annual budget serves as a financial plan and policy for a municipality's spending and revenues for a fiscal year. This budget includes the General Fund, Special Revenue Funds (Park Impact Fee, Law Enforcement Fee, Fire Impact Fee, and Stormwater), Debt Service Fund, Capital Project Funds (General, TIF #1 – 6), and Utility Funds (Water and Sewer).

This proposed budget includes a mission statement for each department, the 2024 accomplishments, 2025 goals, and a personnel table. A significant change in this budget is that all capital projects and their revenue sources will now be recorded in the General Capital Projects Fund. Moving the capital expenditures to the Capital Projects Fund allows the General Fund to show the annual operating costs of services without the yearly fluctuations from capital projects.

The Capital Projects Fund not only illustrates planned projects for 2025, it includes projects for the next four years, making it a 5-year Capital Improvement Plan (CIP). This plan incorporates funding through a tax levy and the issuance of debt and other financing sources.

This budget creates a financial plan for the village and serves as the key to determining the tax levy needed to fund services and capital projects. Final adoption of the 2025 Budget is scheduled for November 12, 2024. Once the budget is approved, the Village Board will adopt a tax levy. After the tax levy is approved, the levies will be apportioned to individual properties according to their assessed value.

Budget Impacts:
Adoption of the 2025 Budget provides the authorization to levy taxes and will authorize appropriations for 2025.

Recommended Action:
Hold the public hearing and make any modifications to the Proposed 2025 Operating Budget prior to consideration of adoption on November 12, 2024.

Attachments:

- Pub Hear Notice.pdf
- 2025 Operating Budget PP Presentation.pdf

NOTICE OF PUBLIC HEARING
VILLAGE OF HARRISON
2025 PROPOSED BUDGET

Notice is hereby given that on **Tuesday, October 29, 2024**, at 6:00pm, in the Harrison Village Hall W5298 State Road 114, Harrison, WI, a PUBLIC HEARING on the PROPOSED 2025 Budget for the Village of Harrison will be held pursuant to Sec. 65.90(3) of the Wisconsin Statutes. The detailed proposed budget is available for inspection at the Village Hall office Monday through Friday 7:30 am – 4:00 pm. The Village has also posted a link to the proposed budget on its website: https://www.harrison-wi.org. The Village may elect to change the proposed budget and tax levy prior to the public hearing.

2025 GENERAL FUND
PROPOSED BUDGET

	2024 Budget	2024 Estimated	2025 Proposed	Budget $ Change	Budget % Change
Revenue					
Taxes	$ 3,267,500	$ 4,446,894	$ 1,860,000	$ (1,407,500)	-43.08%
Special Assessments	324,110	531,594	359,200	$ 35,090	10.83%
Intergovernmental	999,333	1,092,327	1,039,700	$ 40,367	4.04%
License and Permits	289,950	414,816	281,400	$ (8,550)	-2.95%
Fines and Forfeitures	8,000	8,708	6,000	$ (2,000)	-25.00%
Charges for Services	1,719,253	1,598,312	1,699,600	$ (19,653)	-1.14%
Miscellaneous	2,036,000	1,033,719	720,000	$ (1,316,000)	-64.64%
Total Revenue	$ 8,644,146	$ 9,126,370	$ 5,965,900	$ (2,678,246)	-30.98%
Expenditures					
General Government	$ 1,205,065	$ 1,084,889	$ 1,619,400	$ 414,335	34.38%
Public Safety	1,372,247	1,484,066	1,969,400	$ 597,153	43.52%
Public Works	2,385,228	2,171,204	2,296,600	$ (88,628)	-3.72%
Health and Human Sevices	2,200	500	500	$ (1,700)	-77.27%
Parks and Trails	60,000	61,200	80,000	$ 20,000	33.33%
Capital Outlay	5,675,166	4,835,386	-	$ (5,675,166)	-100.00%
Total Expenditures	$ 10,699,906	$ 9,637,245	$ 5,965,900	$ (4,734,006)	-44.24%
Revenue less Expenditures	$ (2,055,760)	$ (510,875)	$ -		
Beginning Fund Balance	$ 9,247,242	$ 9,247,242	$ 8,736,367		
Ending Fund Balance	$ 7,191,482	$ 8,736,367	$ 8,736,367		

2025 PROPOSED SUMMARY ALL FUNDS				
	2024 PROJECTED BALANCE	2025 PROPOSED REVENUES	2025 PROPOSED EXPENDITURES	2025 PROJECTED BALANCE
General Fund	$ 8,736,367	$ 5,965,900	$ 5,965,900	$ 8,736,367
Special Revenue Funds				
Park Impact Fees	855,263	150,000	445,000	560,263
Law Enforcement Impact	103,994	9,000	-	112,994
Fire Impact Fee	882,594	80,000	-	962,594
Stormwater	439,191	450,000	292,500	596,691
Total Special Revenue Funds	**$ 2,281,042**	**$ 689,000**	**$ 737,500**	**$ 2,232,542**
Debt Service Fund	**$ 43,780**	**$ 1,300,000**	**$ 1,300,000**	**$ 43,780**
Capital Projects Funds				
General Capital Projects	4,055,474	21,979,440	21,979,400	4,055,514
TID #1	712,149	1,260,522	701,125	1,271,546
TID #2	533,729	623,200	403,483	753,446
TID #3	130,052	-	40,150	89,902
TID #4	3,672	1,372,900	497,244	879,328
TID #5	(596,206)	-	-	(596,206)
TID #6	(261,569)	5,400	1,000	(257,169)
Total Capital Projects	**$ 4,577,301**	**$ 25,241,462**	**$ 23,622,402**	**$ 6,196,361**
Enterprise Funds				
Water Utility	10,140,245	1,627,900	1,713,140	10,055,005
Sewer Utility	15,331,990	1,427,370	1,296,920	15,462,440
Total Enterprise Funds	**$ 25,472,235**	**$ 3,055,270**	**$ 3,010,060**	**$ 25,517,445**

TAX LEVY					
	2023 Actual	2024 Budget	2025 Proposed	Budget $ Change	Budget % Change
General Fund	$ 2,877,412	$ 3,207,500	$ 1,800,000	$ (1,407,500)	-43.9%
Debt Service	812,738	1,200,000	1,300,000	$ 100,000	8.3%
Capital Projects			1,500,000	$ 1,500,000	0.0%
Total Tax Levy	$ 3,690,150	$ 4,407,500	$ 4,600,000	$ 192,500	4.4%
Change from prev year	$ (76,673)	$ 717,350	$ 192,500		
% Change	-2.04%	19.44%	4.37%		

Dated this 9th day of October, 2024
Russell Van Gompel, Interim Village Manager

Village of Harrison
2025 Proposed Budget

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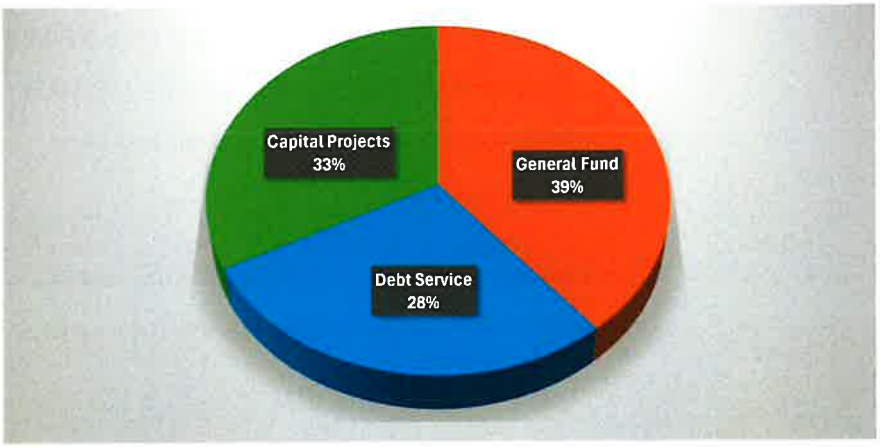
2025 Levy Allocation



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5-Year Capital Improvement Plan continued

- **Road Work**
  - Resurfacing Strawflower Dr and Snapdragon Dr
  - Resurfacing Cedar Ridge and Haen Heights Estates Subdivisions
  - Design Old Highway Rd
- **Fire Rescue**
  - New Fire Station 70 at CTH N/Manitowoc Rd
  - Upgrades of Fire Equipment

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Tax Levy by Fund

	2021 Actual	2022 Actual	2023 Actual	2024 Budget	2025 Proposed	Budget $ Change	Budget % Change
General Fund	$ 2,833,960	$ 2,906,793	$ 2,877,412	$ 3,207,500	$ 1,800,000	$ (1,407,500)	-43.9%
Debt Service	779,094	860,030	812,738	1,200,000	1,300,000	$ 100,000	8.3%
Capital Projects					1,500,000	$ 1,500,000	0.0%
Total Tax Levy	$ 3,613,054	$ 3,766,823	$ 3,690,150	$ 4,407,500	$ 4,600,000	$ 192,500	4.4%
Change from prev year		$ 153,769	$ (76,673)	$ 717,350	$ 192,500		
% Change		4.26%	-2.04%	19.44%	4.37%		

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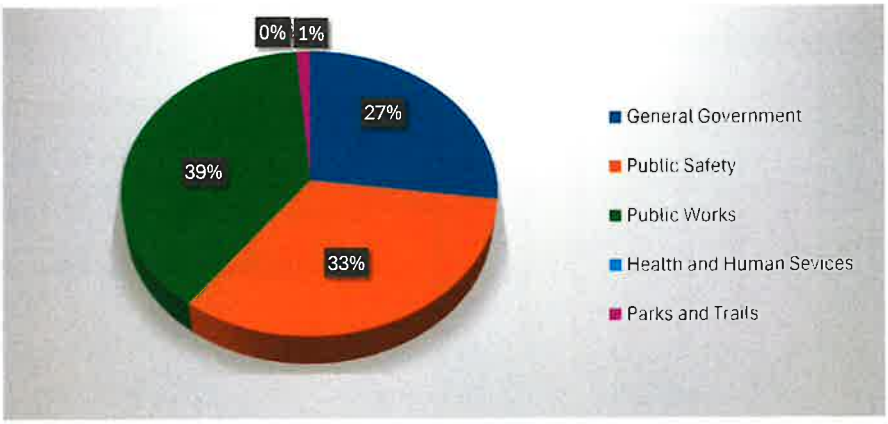
General Fund Expenditures



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General Fund Expenditure Highlights

- New Finance Director position, hired in 2024
- Hire of Village Manager and continued funding for Assistant Manager
- New Village Manager Department
- New full-time Fire Inspector
- Transition to full-time Building Inspector
- Study Fire Rescue staffing levels
- Continue funding for Village Celebration/Fireworks
- Re-write Village Municipal Code including Zoning
- Enhance communication with residents through development of annual calendar

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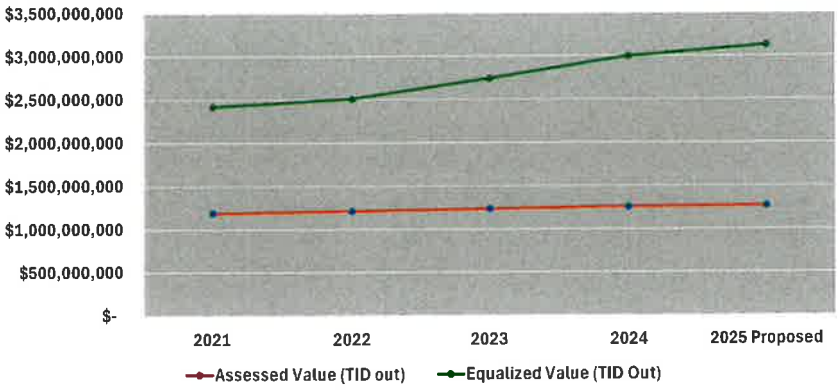
Village of HARRISON
WHERE OPPORTUNITY LIVES

Valuation Trend



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Village of HARRISON
WHERE OPPORTUNITY LIVES

Operating Levy / Assessed Value (- TIF's) = Mill Rate (per thousand)

2024 Tax Rate	
$ 4,407,500 / $ 1,257,347,300	= $3.50

2025 Tax Rate (Assuming 5% increase in levy and value)	
$ 4,627,800 / $ 1,320,214,600	= $3.50

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Village of HARRISON

Typical Harrison Home

- House sold in 2024 = $362,000
- Assessed for $250,000
- Village share of tax bill in 2024 = $898.36
- Increase of $22.01 from last year

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Final Adoption – November 14, 2024

Village of HARRISON

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VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Vicki Tessen, Clerk-Treasurer

Meeting Date:
October 29, 2024

Title:
"Village Plan of Finance" by RW Baird Municipal Advisor, Justin Fischer

Issue:
How does the Village want to fund infrastructure maintenance and improvements in the community?

Background and Additional Information:
Baird Municipal Advisor Representative, Justin Fischer, will be reviewing the Village's financial plan and presenting borrowing options for meeting the short and long term goals of the Village.

The presentation and discussion are a prelude to a New Business item on today's agenda to consider a resolution for authorizing the sale of general obligation promissory notes.

Budget Impacts:

Recommended Action:

Attachments:
- Plan of Finance_harrison vg 102924.pdf

Village of Harrison

Financing Plan

October 29, 2024

Justin A. Fischer, Managing Director

jfischer@rwbaird.com
777 East Wisconsin Avenue
Milwaukee, WI 53202
Phone 414.765.3827

Village of Harrison

Financing Plan

October 29, 2024

Borrowing/Structure/Purpose

Estimated Size:	$8,275,000
Issue:	General Obligation Promissory Notes
Purpose:	2025 CIP - $2,380,000 2026 CIP - $2,990,000 TID #2 - $1,905,000 TID #5 - $1,000,000
Structure:	Matures March 1, 2025-2034
First Interest:	March 1, 2025
Callable:	March 1, 2032
Estimated Interest Rate:	3.75%
Parameters Maximum Interest Rate:	4.25%

Timeline

- Village Board considers plan of finance/Parameters Resolution ..... October 29, 2024
  - Authority for final sign-off of the Notes sale, within designated parameters, is delegated to the Village Manager or the Assistant Village Manager
  - Preparations are made for issuance
    - ✓ Official Statement
    - ✓ Bond Rating
    - ✓ Marketing
- If market is strong & meet Board's parameters, sell the Notes (finalizes terms and interest rates) ..... Week of November 11, 2024
- Closing of Notes (funds available) ..... Anticipated December 16, 2024

Village of Harrison

Financing Plan

October 29, 2024

Hypothetical Financing Illustration

			BANK QUALIFIED								BANK QUALIFIED										
			2024 TID #2: $1,903,000 2025 TID #5: $1,000,000 2025 CIP: $2,377,600 2026 CIP: $2,990,600								Fire Station: $6,500,000 Public Works Building: $3,000,000										
			$8,275,000 GO PROMISSORY NOTES Dated: December 16, 2024 (First Interest: March 1, 2025)			$5,370,000	$1,905,000	$1,000,000			$9,500,000 GO PROMISSORY NOTES Dated: September 1, 2025 (First Interest: March 1, 2026)			$6,500,000	$3,000,000					
LEVY YEAR	YEAR DUE	EXISTING DEBT SERVICE (Levy Supported) (A)	PRINCIPAL (3/1)	INTEREST (3/1 & 9/1) TIC= 3.75%	TOTAL	Levy TOTAL	TID #2 TOTAL	TID #5 TOTAL	EXISTING PLUS NEW DEBT SERVICE (Levy Supported)	EXISTING PLUS NEW MILL RATE (C)	PRINCIPAL (3/1)	INTEREST (3/1 & 9/1) AVG= 4.25%	TOTAL	Fire Station Levy TOTAL	PW Building Levy TOTAL	EXISTING PLUS NEW DEBT SERVICE (Levy Supported)	EXISTING PLUS NEW MILL RATE (C)	HYPOTHETICAL FUTURE BORROWINGS (D) (E)	TOTAL COMBINED DEBT SERVICE	TOTAL COMBINED MILL RATE (C)	YEAR DUE
2023	2024	$1,199,509 (B)							$1,199,509	$0.69						$1,199,509	$0.69		$1,199,509	$0.69	2024
2024	2025	$581,755	$575,000	$215,988	$790,988	$711,143	$52,315	$27,530	$1,292,898	$0.70						$1,292,898	$0.70		$1,292,898	$0.70	2025
2025	2026	$577,655	$635,000	$286,676	$921,676	$632,329	$250,481	$38,866	$1,209,984	$0.64	$300,000	$397,375	$697,375	$472,000	$225,375	$1,907,359	$1.00		$1,907,359	$1.00	2026
2026	2027	$572,655	$770,000	$260,333	$1,030,333	$629,986	$253,543	$146,804	$1,202,641	$0.62	$415,000	$382,181	$797,181	$576,056	$221,125	$1,999,822	$1.03		$1,999,822	$1.03	2027
2027	2028	$572,305	$800,000	$230,895	$1,030,895	$631,986	$251,325	$147,585	$1,204,291	$0.60	$330,000	$366,350	$696,350	$474,581	$221,769	$1,900,641	$0.95	$594,028	$2,494,669	$1.25	2028
2028	2029	$542,898	$825,000	$200,426	$1,025,426	$633,236	$248,918	$143,272	$1,176,133	$0.57	$345,000	$352,006	$697,006	$474,806	$222,200	$1,873,139	$0.91	$693,500	$2,566,639	$1.25	2029
2029	2030	$534,583	$860,000	$168,295	$1,028,295	$633,404	$251,100	$143,791	$1,167,987	$0.56	$360,000	$337,025	$697,025	$474,606	$222,419	$1,865,012	$0.89	$766,781	$2,631,793	$1.25	2030
2030	2031	$377,250	$895,000	$133,733	$1,028,733	$632,136	$252,631	$143,966	$1,009,386	$0.47	$375,000	$321,406	$696,406	$473,981	$222,425	$1,705,792	$0.79	$982,706	$2,688,498	$1.25	2031
2031	2032	$370,250	$935,000	$94,795	$1,029,795	$633,198	$253,056	$143,541	$1,003,448	$0.45	$395,000	$305,044	$700,044	$477,825	$222,219	$1,703,492	$0.77	$1,063,706	$2,767,198	$1.25	2032
2032	2033	$107,100	$970,000	$56,089	$1,026,089	$629,423	$248,600	$148,066	$736,523	$0.33	$410,000	$287,938	$697,938	$476,138	$221,800	$1,434,460	$0.63	$1,394,275	$2,828,735	$1.25	2033
2033	2034		$1,010,000	$19,210	$1,029,210	$631,792	$249,660	$147,758	$631,792	$0.27	$425,000	$270,194	$695,194	$474,025	$221,169	$1,326,986	$0.57	$1,575,113	$2,902,099	$1.25	2034
2034	2035								$0	$0.00	$450,000	$251,600	$701,600	$476,381	$225,219	$701,600	$0.30	$2,265,525	$2,967,125	$1.25	2035
2035	2036								$0	$0.00	$470,000	$232,050	$702,050	$478,100	$223,950	$702,050	$0.29	$2,330,213	$3,032,263	$1.25	2036
2036	2037								$0	$0.00	$485,000	$211,756	$696,756	$474,288	$222,469	$696,756	$0.28	$2,417,869	$3,114,625	$1.25	2037
2037	2038								$0	$0.00	$505,000	$190,719	$695,719	$474,944	$220,775	$695,719	$0.27	$2,491,188	$3,186,906	$1.25	2038
2038	2039								$0	$0.00	$530,000	$168,725	$698,725	$474,963	$223,763	$698,725	$0.27	$2,557,475	$3,256,200	$1.24	2039
2039	2040								$0	$0.00	$550,000	$145,775	$695,775	$474,344	$221,431	$695,775	$0.26	$2,556,131	$3,251,906	$1.21	2040
2040	2041								$0	$0.00	$580,000	$121,763	$701,763	$477,981	$223,781	$701,763	$0.25	$2,550,550	$3,252,313	$1.18	2041
2041	2042								$0	$0.00	$600,000	$96,688	$696,688	$475,875	$220,813	$696,688	$0.25	$2,553,631	$3,250,319	$1.15	2042
2042	2043								$0	$0.00	$630,000	$70,550	$700,550	$478,025	$222,525	$700,550	$0.24	$2,552,269	$3,252,819	$1.12	2043
2043	2044								$0	$0.00	$655,000	$43,244	$698,244	$474,431	$223,813	$698,244	$0.24	$2,549,563	$3,247,806	$1.09	2044
2044	2045								$0	$0.00	$690,000	$14,663	$704,663	$479,988	$224,675	$704,663	$0.23	$2,537,713	$3,242,375	$1.07	2045
		$5,435,959	$8,275,000	$1,666,440	$9,941,440	$6,398,633	$2,311,628	$1,231,178	$11,834,592		$9,500,000	$4,567,050	$14,067,050	$9,613,338	$4,453,713	$25,901,642		$34,432,234	$60,333,877		

(A) Does not include TID #1 supported debt service.

(B) Net of bid premium of $2,391 from the 2023 General Obligation Promissory Notes.

(C) Mill rate based on the 2024 Equalized Valuation (TID-OUT) of $1,856,097,700 with annual growth of 2.50% thereafter.

(D) This information is provided for information purposes only. It does not recommend any future issuances and is not intended to be, and should not be regarded as advice.

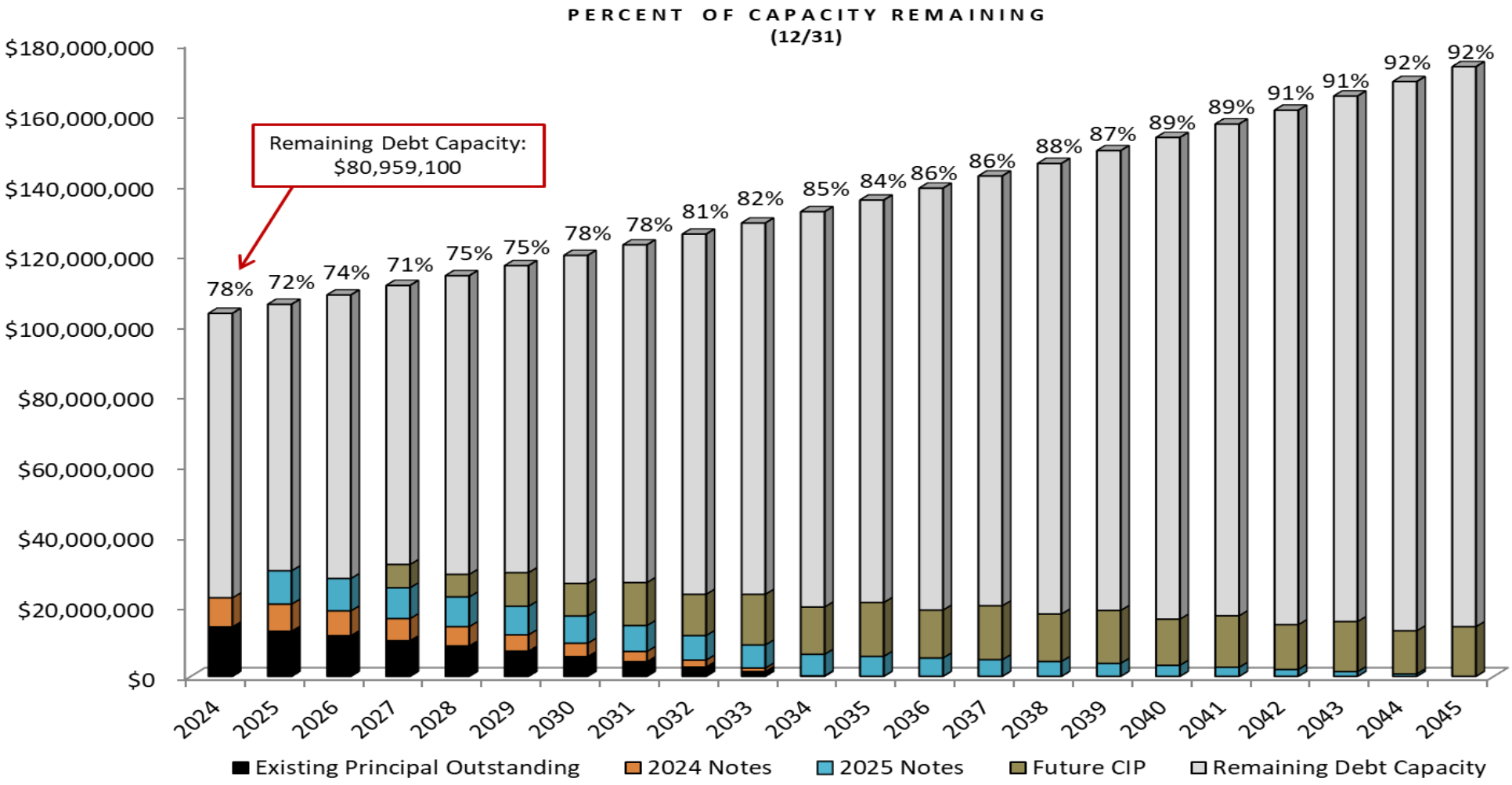
(E) Assumes future borrowings of $6.615 million in 2027 amortized over 20 years and biennial $3.6 million beginning in 2029 amortized over a maximum of 10 years at an average interest rate of 4.00% thereafter.

Village of Harrison

Financing Plan

October 29, 2024

General Obligation Borrowing Capacity (with future CIP)



Note: Future capacity based on the 2024 Equalized Valuation (TID-IN) of $2,066,082,000 with annual growth of 2.50% thereafter.

Village of HARRISON
WHERE OPPORTUNITY LIVES

VILLAGE BOARD MEETING	VILLAGE OF HARRISON
From:	**Meeting Date:** October 29, 2024

Title:
Results of the Transportation Impact Fee Study by Jon Cameron, Ehlers.

Issue:

Background and Additional Information:

Budget Impacts:

Recommended Action:
Presentation only - possible action item under New Business

Attachments:

- Harrison Transportation Impact Fee Study Executive Summary 10.22.24.pdf

EHLERS
PUBLIC FINANCE ADVISORS

Transportation Impact Fee Study – Executive Summary

Village Board Meeting
October 29, 2024

Impact Fees Precursor

Jon is building a new

Kristin is transforming a vacant building into a restaurant.

These projects increase demands on services New Richmond provides (*i.e. utilities, infrastructure, parks & recreation,*

Jon and Kristin pay one-time impact fees to pay their share to maintain the quality of services and amenities for all residents, customers and businesses.

Impact fees supplement local program funds, and the City completes improvements and/or additions to services and amenities.

EHLERS
PUBLIC FINANCE ADVISORS

What Are Impact Fees?

- What is an impact fee?
  - ✓ A charge to new development for future public improvements
- What can impact fees be used for?
  - ✓ Legal, engineering, design, land acquisition & construction expenses

Eligible Expenses

- Wastewater/Water infrastructure
- Parks, playgrounds, athletic fields
- Solid waste & recycling facilities
- Highways, streets, transportation facilities
- Storm water infrastructure
- Fire, law enforcement & emergency medical facilities

Ineligible Expenses

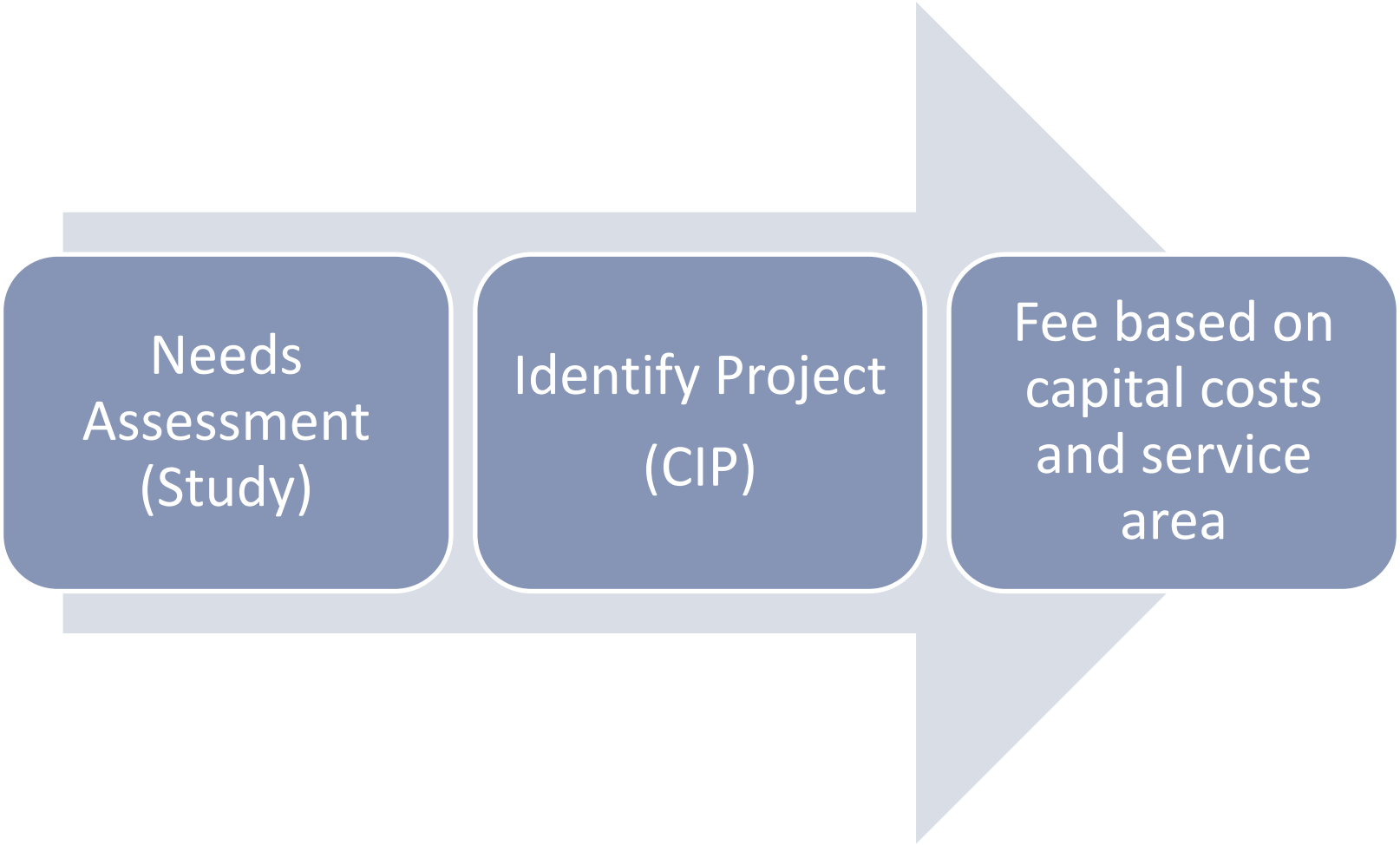
- Vehicles
- Operational and maintenance expenses
- Purposes other than those for which the fee was collected
- Existing deficiencies

EHLERS
PUBLIC FINANCE ADVISORS

General Impact Fee Info

- What projects should be included?
  - ✓ Capital Improvement Plan is the primary document used in Needs Assessment.
  - ✓ Projects with a high probability to occur in the next 3-5 years are typically included.
- Do impact fees need to be used within a certain period of time?
  - ✓ Yes, impact fees need to be used within 8 years from collection.
- How often should impact fees be evaluated/updated?
  - ✓ Impact fees collected and used should be reviewed on an ongoing basis.
  - ✓ Needs Assessments (updated study) is recommended every 3-5 years based upon growth and development.

How is an Impact Fee Study Determined?



Transportation Fee Project & Methodology

- Construction of Woodland Road and Manitowoc Road to urban standards
  - ✓ Moving from rural standards to urban standards driven by new growth in the Village

- Village engineer identified difference in costs between reconstructing roads to rural and urban standards and those were used as the basis to identify the growth (impact fee) eligible portion of project costs.

Transportation Fee Project & Methodology

Project	Estimated Total Cost[1]	Estimated Rural Reconstruction Cost[2]	Estimated Impact Fee Share	Impact Fee Eligible Share	Deficiency Share
Woodland Road (Lake Park Rd to CTH N)	$10,634,871	$4,056,172	$6,578,699	62%	38%
Manitowoc Road (Lake Park Rd to CTH N)	$11,332,665	$3,754,234	$7,578,431	67%	33%
Totals	$21,967,536	$7,810,406	$14,157,130	64%	36%

Notes:

1. Total project cost estimates provided by McMahon Engineers, July, 2024, and .
2. Rural road reconstruction cost estimates prepared by McMahon Engineers, July 2024 and represents the cost estimate to rebuild each road to existing Village standards.

Transportation Impact Fee Calculation

Step 1: Allocation of Impact Fee Cost to Land Use

Residential Dwelling Units	Current-2040 Incremental Development (units/Sq. Feet)	Value/Unit	Total Value	Percent of Total	Impact Fee Portion Allocated
Total Dwelling Units [1]	2,763	$350,000	$967,118,056	57%	$8,121,452
Subtotal					
Industrial	4,356,000	$75	$326,700,000	19%	$2,743,490
Commercial	3,920,400	$100	$392,040,000	23%	$3,292,188
Totals			$1,685,858,056		$14,157,130

Step 2: Calculation of Impact Fees per Unit

	Impact Fee Portion Allocated	Development Increment (per capita/Sq. Feet)	Impact Fee Per Capita/Sq Feet
Residential Development	$8,121,452	7,958	$1,021
Commercial	$3,292,188	3,920,400	$0.840
Industrial	$2,743,490	4,356,000	$0.630

Step 3: Summary of Impact Fee Per Dwelling Unit or Square Foot of Development

Multi-Family Units [2]	$2,726
Three Bedroom unit/Single-Family Home [2]	$2,940
Commercial Development per Square Foot	$0.840
Industrial Development per Square Foot	$0.630

Total:

(1) Source: Population growth projection taken from Table 1 divided by 2.88 persons per household.

(2) Fees for type of residential development use 2.67 persons per household for two bedroom units and 2.88 persons per household for three bedroom/single-family home.

EHLE PUBLIC FINANCE A

Impact Fee Effect on Housing Affordability

"Affordable House"	$300,000
Amount Financed [1]	
No Impact Fee	$270,000
Proposed Impact Fees	$272,940

Monthly Mortgage Payments [2]		Additional Monthly Cost
No Impact Fee	$2,265	$0
Proposed Impact Fees	$2,288	$24

Notes:
1. The amount financed represents total cost of home less a 10% down payment.
2. Monthly mortgage payments include escrowing property tax payment and homeowners insurance.

EHLERS
PUBLIC FINANCE ADVISORS

Impact Fee Implementation – Next Steps

1. Amend the existing impact fee ordinance to include the proposed impact fee.
2. Have the impact fee study on file in the office of the Clerk and available 20 days prior to the public hearing to allow the public time to review the document.
3. Prepare a Class 1 hearing notice and publish it in the Village newspaper.
4. Conduct a public hearing on the proposed impact fees.
5. After the conclusion of the public hearing the Village Board may adopt the proposed impact fees.

- Thereafter review all impact fees on a 5-year cycle, or as new information becomes available that would affect the fee calculations

Questions?

EHLERS
PUBLIC FINANCE ADVISORS

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Jarred Gerl, Fire Chief

Meeting Date:
October 29, 2024

Title:
Fire Rescue

Issue:
Monthly Report

Background and Additional Information:

Budget Impacts:

Recommended Action:
None - Report

Attachments:

- HFR 2024 SEPTEMBER Activity Report for OCTOBER Board Meeting.pdf
- HFR Incidents Report September 2024.pdf

Harrison Fire Rescue

Fire Station 60 • Fire Station 70 • EMS

Village Board/Fire Commission Activity Report for September 2024
(Updated: 10/22/2024)

1. Emergency Response

Harrison Fire Rescue was dispatched to 52 emergency incidents in September.

- As of September 30th, the Department responded to a total of 471incidents.
- 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.

- September 22nd Fox Cities Marathon (Cancelled early A.M.)

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.

- September 3rd Fire Department Drill
  - Apparatus Staging
- September 4th Facilities Committee
  - 5 Bugles
- September 8th Facilities Committee
  - Chiefs
- September 9th Facilities Committee
  - Five Bugles
- September 9th EMS Meeting/Drill
  - Emergency Vehicles Operations Training (EVOC)
- September 10th Training Committee
- September 16th Fire Department Drill
  - Sherwood House FFI Skills

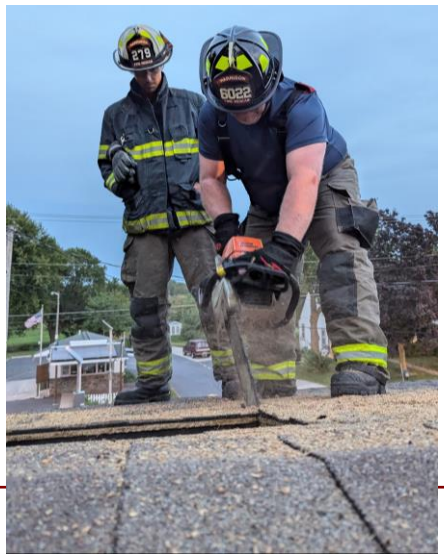
- September 18th Facilities Committee Tours
  - Greenville
  - Suamico
  - Oconto Falls
- September 25th Training Committee
- September 30th Hose Testing
  - Station 60

4. Chief Business/Items of Note

- September 9th Budget Meeting
- September 10th EMABAS Training
- September 11th St. John Sacred Heart
- September 16th New Hire Orientation
- September 17th McMahon Station 60
- September 24th Village Board Meeting
- September 25th Members Meeting
- September 30th New Hire Orientation
- September 30th Fire Commission Meeting
  - Jace Dean (EMS)
  - Max Law (EMS)
  - Peter Biolo (Station 70)

- Three firefighters are currently enrolled in a Fire Inspector Class

Respectfully Submitted,
Jarred Gerl
Chief – Harrison Fire Rescue



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
09/01/2024	24-016W	N9473 Brant - St John RD Town of Woodville	Town of Woodville	EMS call, excluding vehicle accident with injury	09/01/2024 11:24:54	09/01/2024 11:37:43	769.00
09/03/2024	24-0429	W5520 Rustic LN Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/03/2024 09:40:19	09/03/2024 09:48:43	504.00
09/03/2024	24-0430	W4972 Hwy 10 Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/03/2024 10:15:50	09/03/2024 10:19:07	197.00
09/03/2024	24-0431	N9313 Dusty DR Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/03/2024 15:04:36	09/03/2024 15:09:09	273.00
09/04/2024	24-0432	W6165 Victorian DR Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/04/2024 10:20:28	09/04/2024 10:27:16	408.00
09/05/2024	24-0433	N8444 North Shore RD Village of Harrison	Village of Harrison	Unintentional transmission of alarm, other	09/05/2024 06:49:15	09/05/2024 07:12:12	1377.00
09/05/2024	24-0434	W6143 Victorian DR 5 Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/05/2024 13:27:37	09/05/2024 13:35:48	491.00
09/06/2024	24-0435	N9383 Exploration AVE Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/06/2024 12:16:47	09/06/2024 12:22:25	338.00
09/06/2024	24-0436	N9372 Hwy 55 Village of Harrison	Village of Harrison	Motor vehicle accident with injuries	09/06/2024 12:39:48	09/06/2024 12:45:45	357.00
09/07/2024	24-0438	N9138 Brenda DR Village of Harrison	Village of Harrison	Dispatched & canceled en route	09/07/2024 08:57:47		
09/07/2024	24-0439	N9450 Hunter ST Village of Harrison	Village of Harrison	Gas leak (natural gas or LPG)	09/07/2024 11:55:32	09/07/2024 12:11:36	964.00
09/07/2024	24-0440	N9320 Hwy 55 Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/07/2024 23:51:42	09/08/2024 00:15:00	1398.00
09/08/2024	24-0441	W6424 Sonny DR Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/08/2024 00:48:22	09/08/2024 01:04:11	949.00

Incident Date	CAD Number	Incident Address	City	Incident Type Name	Alarm Time	Arrival	Response Time
09/08/2024	24-0442	W5219 Amy AVE Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/08/2024 12:48:28	09/08/2024 12:57:19	531.00
09/08/2024	24-017W	N9260 N Harwood RD Town of Woodville	Town of Woodville	Motor vehicle accident with injuries	09/08/2024 16:16:20	09/08/2024 16:18:58	158.00
09/09/2024	24-94HB	508 N 3rd ST Hilbert	Hilbert	Building fire	09/09/2024 01:30:00	09/09/2024 01:50:00	1200.00
09/09/2024	24-0444	N8770 Firelane 1 RD Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/09/2024 15:33:24	09/09/2024 15:33:30	6.00
09/10/2024	24-0445	N9303 Hwy 55 Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/10/2024 06:15:22	09/10/2024 06:26:50	688.00
09/10/2024	24-0446	County N / Hwy 10 Village of Harrison	Village of Harrison	Passenger vehicle fire	09/10/2024 07:45:54	09/10/2024 07:50:05	251.00
09/10/2024	24-0447	N9372 Hwy 55 Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/10/2024 10:45:11	09/10/2024 10:57:00	709.00
09/10/2024	24-018W	W3203 Dundas RD Town of Woodville	Town of Woodville	EMS call, excluding vehicle accident with injury	09/10/2024 14:53:33	09/10/2024 15:08:05	872.00
09/12/2024	24-0448	Veterans AVE / Lake Breeze DR Village of Sherwood	Village of Sherwood	Passenger vehicle fire	09/12/2024 11:27:17	09/12/2024 11:34:06	409.00
09/13/2024	24-0449	N7978 Creekside DR Village of Sherwood	Village of Sherwood	EMS call, excluding vehicle accident with injury	09/13/2024 06:24:42	09/13/2024 06:35:40	658.00
09/14/2024	24-0450	N586 Military RD Village of Sherwood	Village of Sherwood	EMS call, excluding vehicle accident with injury	09/14/2024 18:19:42	09/14/2024 18:29:05	563.00
09/16/2024	24-0451	W5911 Blue Bonnet DR Village of Harrison	Village of Harrison	Carbon monoxide incident	09/16/2024 09:43:57	09/16/2024 10:01:27	1050.00
09/16/2024	24-0452	W5160 Harbor CT Village of Sherwood	Village of Sherwood	EMS call, excluding vehicle accident with injury	09/16/2024 16:19:01	09/16/2024 16:31:58	777.00
09/19/2024	24-0453	N8585 State Park RD Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/19/2024 11:11:34	09/19/2024 11:16:27	293.00

Incident Date	CAD Number	Incident Address	City	Incident Type Name	Alarm Time	Arrival	Response Time
09/20/2024	24-0455	N9393 Snapdragon LN Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/20/2024 10:57:03	09/20/2024 11:00:16	193.00
09/20/2024	24-0456	N8585 State Park RD Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/20/2024 12:21:43	09/20/2024 12:29:43	480.00
09/20/2024	24-0457	N8413 Elm RD Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/20/2024 12:48:03	09/20/2024 12:58:03	600.00
09/20/2024	24-0458	N9444 County N Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/20/2024 17:04:46	09/20/2024 17:15:00	614.00
09/21/2024	24-0459	N6973 Hwy 55 Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/21/2024 15:37:34	09/21/2024 15:45:23	469.00
09/21/2024	24-0460	W606 Knight DR Village of Sherwood	Village of Sherwood	EMS call, excluding vehicle accident with injury	09/21/2024 18:53:23	09/21/2024 18:59:52	389.00
09/22/2024	24-0461	N9259 Bouquet DR Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/22/2024 15:50:21	09/22/2024 15:56:30	369.00
09/23/2024	24-0462	N9393 Snapdragon LN Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/23/2024 15:07:33	09/23/2024 15:15:17	464.00
09/24/2024	24-0463	W5282 Amy AVE Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/24/2024 15:03:06	09/24/2024 15:13:37	631.00
09/25/2024	24-0464	W6449 Sonny DR 6 Village of Harrison	Village of Harrison	Cooking fire, confined to container	09/25/2024 15:07:49	09/25/2024 15:12:12	263.00
09/26/2024	24-0465	N7630 State Park RD #77 Village of Sherwood	Village of Sherwood	EMS call, excluding vehicle accident with injury	09/26/2024 20:31:37	09/26/2024 20:40:57	560.00
09/27/2024	24-0466	County KK / County N Village of Harrison	Village of Harrison	Dispatched & canceled en route	09/27/2024 07:38:13		
09/27/2024	24-0467	N8770 Firelane 1 RD Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/27/2024 15:32:43	09/27/2024 15:42:53	610.00

Incident Date	CAD Number	Incident Address	City	Incident Type Name	Alarm Time	Arrival	Response Time
09/27/2024	24-0468	N9428 Emily LN Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/27/2024 19:35:53	09/27/2024 19:46:32	639.00
09/28/2024	24-0470	N9573 State Park RD Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/28/2024 07:51:54	09/28/2024 07:57:49	355.00
09/29/2024	24-019W	W3618 Schmidt RD Town of Woodville	Town of Woodville	EMS call, excluding vehicle accident with injury	09/29/2024 12:15:47	09/29/2024 12:30:00	853.00
09/29/2024	24-0471	County M / Kesler RD Town of Woodville	Town of Woodville	Motor vehicle accident with injuries	09/29/2024 16:53:14	09/29/2024 16:58:55	341.00
09/29/2024	24-0472	Hwy 114 / Stommel RD Village of Sherwood	Village of Sherwood	EMS call, excluding vehicle accident with injury	09/29/2024 17:33:53	09/29/2024 17:37:37	224.00
09/29/2024	24-0473	W6163 Victorian DR Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/29/2024 18:13:08	09/29/2024 18:18:05	297.00
09/30/2024	24-0474	W2553 Buchanan RD Buchanan (Town)	Buchanan (Town)	Dispatched & canceled en route	09/30/2024 08:35:07		
09/30/2024	24-0475	Noe RD / County KK Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/30/2024 09:05:52	09/30/2024 09:12:19	387.00
09/30/2024	24-0476	N9581 Friendship DR Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/30/2024 09:36:38	09/30/2024 09:44:31	473.00
09/30/2024	24-0477	N7942 Lake Breeze DR Village of Sherwood	Village of Sherwood	EMS call, excluding vehicle accident with injury	09/30/2024 16:00:36	09/30/2024 16:15:50	914.00
09/30/2024	24-0478	N9081 Spring Valley RD Village of Harrison	Village of Harrison	Carbon monoxide incident	09/30/2024 16:02:09	09/30/2024 16:15:50	821.00
09/30/2024	24-0479	W4549 Hwy 10 Village of Harrison	Village of Harrison	EMS call, excluding vehicle accident with injury	09/30/2024 23:19:53	09/30/2024 23:30:06	613.00

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Derek Bries, Chief Deputy

Meeting Date:
October 29, 2024

Title:
Calumet County Sheriff's Dept.

Issue:
Monthly Report

Background and Additional Information:

Budget Impacts:

Recommended Action:
Monthly Report

Attachments:

- CCSD 2024 September Harrison Report.pdf

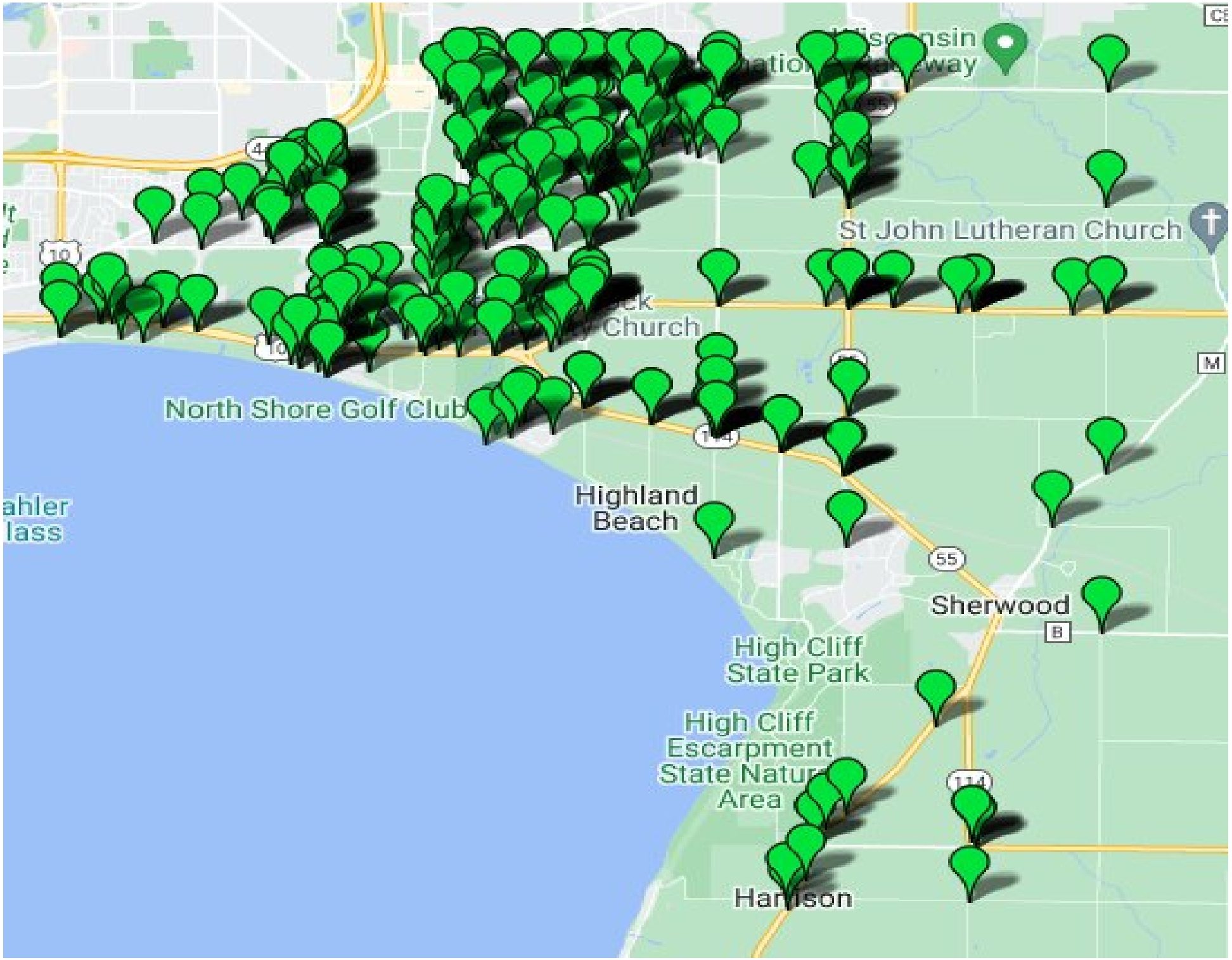
VILLAGE OF HARRISON (SEPTEMBER - 2024)

OVERALL INCIDENT SUMMARY

911 HANG UP	11
ACCIDENT	19
ACCIDENT WITH INJURY	3
ALARM	4
ANIMAL	14
ASSIST AGENCY	4
ASSIST CITIZEN	6
BATTERY	1
CIVIL MATTER	0
CIVIL PROCESS	7
CRIME PREVENTION	0
DAMAGE TO PROPERTY	2
DISTURBANCE	4
DOMESTIC DISTURBANCE	1
DRUGS	1
EMERGENCY COMMITTAL	0
FIRE ALARM	0
FIRE CALL	3
FRAUD	4
HARASSMENT	3
JAIL	2
JUVENILE COMPLAINTS	4
LOST / FOUND	0
MEDICAL	27
MISCELLANEOUS	1
MISSING PERSON	0
MOTORIST ASSIST	16
NOISE COMPLAINT	6
ORDINANCE	7
PARKING COMPLAINT	2
RECKLESS DRIVING	18
RUNAWAY	2
SUSPICIOUS PERSON	2
SUSPICIOUS SITUATION	16
SUSPICIOUS VEHICLE	10
THEFT	4
TRAFFIC HAZARD	11
TRAFFIC STOP	95
TRESPASSING	0
VIOLATE OF COURT ORDER	1
WEAPON	0
WELFARE CHECK	11

OVERALL	
TOTAL INCIDENTS	*322*
CITATIONS	28
WARNINGS	100
ORDINANCE	4

ARRESTS	
TOTAL ARRESTS	**6**
9/1/24 OWI, Possess THC, Posess Cocaine, Probation Violation	
9/8/24 OWI	
9/21/24 OWI	
9/26/24 Possess THC	
9/27/24 OWI	
9/28/24 OWI (2nd)	


St John Lutheran Church
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VILLAGE OF HARRISON (SEPTEMBER - 2024)

CONTRACT SUMMARY

911 HANG UP	1
ACCIDENT	12
ACCIDENT WITH INJURY	1
ALARM	4
ANIMAL	7
ASSIST AGENCY	4
ASSIST CITIZEN	3
BATTERY	1
CIVIL MATTER	0
CIVIL PROCESS	0
CRIME PREVENTION	0
DAMAGE TO PROPERTY	2
DISTURBANCE	3
DOMESTIC DISTURBANCE	1
DRUGS	0
EMERGENCY COMMITTAL	0
FIRE ALARM	0
FIRE CALL	3
FRAUD	3
HARASSMENT	2
JAIL	0
JUVENILE COMPLAINTS	1
LOST / FOUND	0
MEDICAL	18
MISCELLANEOUS	0
MISSING PERSON	0
MOTORIST ASSIST	9
NOISE COMPLAINT	2
ORDINANCE	7
PARKING COMPLAINT	2
RECKLESS DRIVING	6
RUNAWAY	2
SUSPICIOUS PERSON	1
SUSPICIOUS SITUATION	11
SUSPICIOUS VEHICLE	4
THEFT	4
TRAFFIC HAZARD	8
TRAFFIC STOP	52
TRESPASSING	0
VIOLATE OF COURT ORDER	0
WEAPON	0
WELFARE CHECK	8

CONTRACT	
TOTAL	182
ARRESTS	3
CITATIONS	22
WARNINGS	72
ORDINANCE	4

9/1/2024	Citation	OPERATING WHILE UNDER THE INFLUENCE
9/1/2024	Citation	SPEEDING IN 55 MPH ZONE (35-39 MPH)
09/01/24	Warning	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
9/1/2024	Warning	SPEEDING IN 55 MPH ZONE (16-19 MPH)
09/01/24	Warning	SPEEDING IN 55 MPH ZONE (11-15 MPH)
9/1/2024	Warning	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
09/02/24	Citation	SPEEDING IN 55 MPH ZONE (35-39 MPH)
9/2/2024	Ordinance	POSSESS MARIJUANA/THC (UNDER 25g) 1ST 2003-5
9/2/2024	Warning	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
9/2/2024	Warning	OPERATE W/O VALID LICENSE
9/2/2024	Warning	OPERATING WHILE SUSPENDED
9/2/2024	Warning	SPEEDING IN 55 MPH ZONE (16-19 MPH)
09/03/24	Warning	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
9/4/2024	Warning	OPERATION W/O REQUIRED LAMPS LIGHTED
09/04/24	Warning	OPERATION W/O REQUIRED LAMPS LIGHTED
9/4/2024	Warning	FYR TO PEDESTRIAN, BICYCLIST, OR EPAMD
9/4/2024	Warning	OPERATE VEHICLE W/ IMPROPER COLOR LIGHT TO FRONT
9/4/2024	Warning	OPERATE VEHICLE W/ IMPROPER COLOR LIGHT TO REAR
09/04/24	Warning	REMOVE/DISCONNECT AIRBAG OPERATION
9/4/2024	Warning	FAIL/MAINTAIN SAFETY BELTS
9/4/2024	Warning	OBSTRUCTED LICENSE PLATES
9/4/2024	Warning	FAIL/MAINTAIN HIGH-MOUNTED STOP LAMP
9/4/2024	Warning	OPERATE MOTOR VEH. W/O ADEQUATE MUFFLER
09/05/24	Warning	NON-REGISTRATION OF AUTO, ETC
9/6/2024	Citation	AUTOMOBILE FOLLOWING TOO CLOSELY
9/6/2024	Warning	SPEEDING IN 55 MPH ZONE (16-19 MPH)
9/8/2024	Citation	OPERATING WHILE UNDER THE INFLUENCE
9/8/2024	Warning	TRESPASS TO LAND
09/08/24	Warning	CRIMINAL TRESPASS TO DWELLING
9/10/2024	Ordinance	Accessory Structure Side Yard Setbacks
9/11/2024	Citation	OPERATE W/O VALID LICENSE
09/11/24	Citation	EXCEEDING SPEED ZONES, ETC. (16-19 MPH)
9/11/2024	Warning	NON-REGISTRATION OF AUTO, ETC
9/11/2024	Warning	NO TAIL LAMP/DEFECTIVE TAIL LAMP-NIGHT
09/11/24	Warning	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
9/12/2024	Warning	NON-REGISTRATION OF AUTO, ETC
09/12/24	Warning	FAIL/STOP AT STOP SIGN
9/12/2024	Warning	FAILURE TO STOP FOR SCHOOL BUS

09/13/24	Warning	NON-REGISTRATION OF AUTO, ETC
9/13/2024	Warning	FAIL/NOTIFY ADDRESS CHANGE
09/14/24	Citation	OPERATING WHILE UNDER THE INFLUENCE
9/14/2024	Citation	POSSESS OPEN INTOXICANTS IN MV-DRIVER
9/14/2024	Citation	OPERATE W/O VALID LICENSE
9/14/2024	Citation	OPERATE MOTOR VEHICLE W/O INSURANCE
9/14/2024	Warning	IMPROPER RIGHT TURN
9/14/2024	Warning	IMPROPER/ATTACH REAR REG DECAL/TAG
9/14/2024	Warning	VENT/SIDE WINDOW EXCESSIVE TINTING
09/14/24	Warning	OPERATE MOTOR VEH. W/O ADEQUATE MUFFLER
9/15/2024	Warning	NON-REGISTRATION OF AUTO, ETC
9/16/2024	Ordinance	DISORDERLY CONDUCT 2003-5
9/17/2024	Warning	DISPLAY FALSE VEHICLE REGISTRATION PLATE
9/17/2024	Warning	OPERATE MOTOR VEHICLE W/O INSURANCE
09/18/24	Citation	OPERATING WHILE SUSPENDED
9/18/2024	Ordinance	POSSESS MARIJUANA/THC (UNDER 25g) 1ST 2003-5
09/18/24	Warning	EXCEEDING SPEED ZONES, ETC. (1-10 MPH)
09/19/24	Citation	OPERATING WHILE SUSPENDED
9/19/2024	Warning	DEVIATION FROM DESIGNATED LANE
9/19/2024	Warning	NON-REGISTRATION OF AUTO, ETC
9/19/2024	Warning	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
9/19/2024	Warning	IMPROPER/ATTACH REAR REG DECAL/TAG
9/20/2024	Citation	OPERATING WHILE SUSPENDED
09/20/24	Warning	False Alarm
9/20/2024	Warning	FAIL/DISPLAY VEHICLE LICENSE PLATES
9/20/2024	Warning	OPERATE MOTOR VEHICLE W/O INSURANCE
9/21/2024	Citation	OPERATING WHILE UNDER THE INFLUENCE
9/21/2024	Citation	SPEEDING ON CITY HIGHWAY (16-19 MPH)
9/21/2024	Warning	OPERATING LEFT OF CENTER
09/23/24	Warning	SPEEDING IN 55 MPH ZONE (11-15 MPH)
9/23/2024	Warning	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
9/24/2024	Citation	FAIL/YIELD RIGHT/WAY FROM STOP SIGN
9/24/2024	Citation	OPERATING WHILE SUSPENDED
9/24/2024	Warning	CRIMINAL TRESPASS TO DWELLING - COUNTY ORDINANCE
9/25/2024	Citation	OPERATE MOTOR VEHICLE BY PERMITTEE W/O INSTRUCTOR
9/25/2024	Warning	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
9/25/2024	Warning	OPERATE AFTER REV/SUSP OF REGISTRATION
09/25/24	Warning	FAIL/STOP AT STOP SIGN
9/25/2024	Warning	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE

9/25/2024	Warning	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
09/25/24	Warning	OPERATE MOTOR VEHICLE W/O INSURANCE
09/25/24	Warning	FAIL/YIELD TO STOP FOR EMERGENCY VEHICLE
09/25/24	Warning	FAIL/DISPLAY VEHICLE LICENSE PLATES
9/26/2024	Citation	OBSTRUCTED DRIVERS VISION-FRONT VIEW
9/26/2024	Warning	ILLEGIBLE LICENSE PLATES
9/26/2024	Warning	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
09/26/24	Warning	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)
9/26/2024	Warning	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE
9/27/2024	Warning	DEVIATION FROM DESIGNATED LANE
09/27/24	Warning	FAIL/NOTIFY ADDRESS CHANGE
09/27/24	Warning	NON-REGISTRATION OF AUTO, ETC
9/27/2024	Warning	NON-REGISTRATION OF AUTO, ETC
09/28/24	Citation	OPERATING WHILE SUSPENDED
09/28/24	Warning	ILLEGIBLE LICENSE PLATES
09/28/24	Warning	FAIL/NOTIFY ADDRESS CHANGE
9/28/2024	Warning	NON-REGISTRATION OF AUTO, ETC
9/28/2024	Warning	OPERATE MOTOR VEHICLE W/O INSURANCE
9/28/2024	Warning	OPERATE AFTER REV/SUSP OF REGISTRATION
09/28/24	Warning	OPERATE AFTER REV/SUSP OF REGISTRATION
9/29/2024	Citation	OPERATING W/PAC >=0.15 (1ST)

Village of HARRISON
WHERE OPPORTUNITY LIVES

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Russ Van Gompel, Interim Village Manager

Meeting Date:
October 29, 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 October:

- Meet with the Department Heads on a weekly basis on Monday to review current projects and issues.
- Review applicants, conducted interviews, made an offer of employment for the Finance Director position which was accepted by the Village Board on October 8,2024.
- Reviewed the 2024 Budget, develop a proposed 2025 Budget which was presented and discussed at a work session held on October 8, 2024.
- Chad and I also met with Fire Chief Gerl to review the Fire Dept budget and the charges to Sherwood and Woodville. Chief Gerl is working on the contractual notices to the two communities for their share of the 2025 budget. In 2025, the Village plans to contract with a consultant to study fire department staff levels and obtain recommendations as to how billing the other communities should be made or modified.
- Met with staff and Village Engineer to discuss outstanding projects.

Budget Impacts:
None

Recommended Action:
None

Attachments:
- Budget Comparison - thru Sept 2024.pdf

Fund: 100 - GENERAL FUND

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
100-00-41110-000-000	General Property Taxes	0.00	2,460,748.61	3,207,500.00	-746,751.39	76.72
100-00-41150-000-000	Forest Cropland/MFL Taxes	0.00	18.11	0.00	18.11	0.00
100-00-41320-000-000	Payments In Lieu of Taxes	0.00	5,457.26	60,000.00	-54,542.74	9.10
100-00-41800-000-000	Interest - Personal Prop. Tax	0.00	2.30	0.00	2.30	0.00
100-00-41900-000-000	Other Taxes	0.00	826.89	0.00	826.89	0.00
TAXES		0.00	2,467,053.17	3,267,500.00	-800,446.83	75.50
100-00-42000-000-000	Special Assessments	0.00	0.00	253,789.00	-253,789.00	0.00
100-00-42100-000-000	S/W Agreement - Lexington Home	0.00	114,098.50	0.00	114,098.50	0.00
100-00-42300-000-001	Sp. Assmts. - Sidewalks	0.00	0.00	6,095.00	-6,095.00	0.00
100-00-42300-000-002	Sp Assmts Rds -Hickory/Rustic	0.00	0.00	9,434.00	-9,434.00	0.00
100-00-42300-000-003	Sp Assmts Kimbrly Hts 2022 Rds	0.00	37,494.97	47,263.00	-9,768.03	79.33
100-00-42300-000-004	Sp Assmts Hiddn Pines 2022 Rds	0.00	0.00	7,529.00	-7,529.00	0.00
100-00-42300-000-005	Sp Assmts Creekside Est 2023	0.00	37,224.19	0.00	37,224.19	0.00
SPECIAL ASSESS CONNECTION FEES		0.00	188,817.66	324,110.00	-135,292.34	58.26
100-00-43400-000-000	State Shared Revenues	0.00	85,012.93	413,946.00	-328,933.07	20.54
100-00-43401-000-000	Personal Property Aid	0.00	5,896.93	0.00	5,896.93	0.00
100-00-43410-000-000	State Fire Dues - Harrison	0.00	78,972.90	65,350.00	13,622.90	120.85
100-00-43420-000-000	State Fire Dues - Shwd/Wood	71,511.83	71,511.83	18,327.00	53,184.83	390.20
100-00-43430-000-000	Exempt Computer Aid	0.00	42,433.66	45,000.00	-2,566.34	94.30
100-00-43530-000-000	State Transportation Aids	0.00	374,962.71	435,000.00	-60,037.29	86.20
100-00-43531-000-000	Local Road Improvement Aid	0.00	10,942.30	0.00	10,942.30	0.00
100-00-43540-000-000	Recycling Grant	0.00	21,857.52	21,650.00	207.52	100.96
100-00-43610-000-000	Payment for Municipal Services	0.00	0.00	60.00	-60.00	0.00
INTERGOVERNMENTAL REVENUES		71,511.83	691,590.78	999,333.00	-307,742.22	69.21
100-00-44105-000-000	Liquor & Beverage Licenses	0.00	5,286.16	5,200.00	86.16	101.66
100-00-44110-000-000	Operators Licenses	240.00	4,115.00	4,000.00	115.00	102.88
100-00-44115-000-000	Cigarette Licenses	0.00	300.00	300.00	0.00	100.00
100-00-44120-000-000	Cable Television Franchise Fee	0.00	71,341.89	100,750.00	-29,408.11	70.81
100-00-44205-000-000	Dog Licenses Fees	70.00	9,865.00	12,750.00	-2,885.00	77.37
100-00-44305-000-000	Building Permit Fee	6,176.68	46,360.23	52,000.00	-5,639.77	89.15
100-00-44306-000-000	HVAC Permit	1,850.00	13,196.31	7,250.00	5,946.31	182.02
100-00-44307-000-000	Plumbing Permit	1,815.00	14,061.40	10,000.00	4,061.40	140.61
100-00-44308-000-000	Electrical Permit	3,406.68	22,060.28	13,000.00	9,060.28	169.69
100-00-44309-000-000	Siding/Windows/Roof Permit	320.00	2,480.00	750.00	1,730.00	330.67
100-00-44310-000-000	Pool Permit	240.00	1,560.00	1,000.00	560.00	156.00
100-00-44311-000-000	Lot Grade Fee	9,460.00	67,940.00	40,000.00	27,940.00	169.85
100-00-44312-000-000	Driveway Grade Fee	2,035.00	14,615.00	9,000.00	5,615.00	162.39
100-00-44313-000-000	Culvert Permit	0.00	150.00	150.00	0.00	100.00
100-00-44316-000-000	Demolition Permit	0.00	0.00	50.00	-50.00	0.00
100-00-44330-000-000	Utility Permit Fee	3,630.00	17,991.40	2,500.00	15,491.40	719.66
100-00-44336-000-000	Culvert Fee - Bldg Inspector	0.00	0.00	150.00	-150.00	0.00
100-00-44400-000-000	Zoning Permit Fee	3,725.00	29,100.00	22,000.00	7,100.00	132.27
100-00-44401-000-000	Erosion Permit	3,111.00	18,852.62	6,500.00	12,352.62	290.04
100-00-44410-000-000	Plat and CSM Review Fee	0.00	2,205.00	2,000.00	205.00	110.25
100-00-44415-000-000	Site Plan Review Fee	0.00	1,475.00	600.00	875.00	245.83
100-00-44900-000-000	Other License/Permit Fee	0.00	620.00	0.00	620.00	0.00
100-00-44905-000-000	Fireworks Permit	50.00	100.00	0.00	100.00	0.00

Fund: 100 - GENERAL FUND

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
LICENSES AND PERMITS		**36,129.36**	**343,675.29**	**289,950.00**	**53,725.29**	**118.53**
100-00-45105-000-000	Ordinance Violations	27.04	4,431.85	7,000.00	-2,568.15	63.31
100-00-45110-000-000	Parking Violations	0.00	590.00	1,000.00	-410.00	59.00
FINES, FORFEITS AND PENALTIES		**27.04**	**5,021.85**	**8,000.00**	**-2,978.15**	**62.77**
100-00-46100-000-000	Administrative Fee	3,070.84	22,890.09	40,000.00	-17,109.91	57.23
100-00-46105-000-000	Publication Fee - Liquor	0.00	62.96	0.00	62.96	0.00
100-00-46110-000-000	Real Estate Inquiry Fee	2,040.00	9,360.00	8,000.00	1,360.00	117.00
100-00-46120-000-000	Credit Card Surcharge	76.23	1,096.48	700.00	396.48	156.64
100-00-46210-000-000	Law Enforcement Charges	0.00	0.00	785,000.00	-785,000.00	0.00
100-00-46310-000-000	Road Department Revenue	0.00	5,002.00	2,000.00	3,002.00	250.10
100-00-46321-000-000	Street Lights Fee	0.00	2,545.85	1,200.00	1,345.85	212.15
100-00-46420-000-000	Refuse Collection Fee (67%)	131.41	3,614.17	413,869.00	-410,254.83	0.87
100-00-46435-000-000	Recycling Collection Fee (33%)	87.55	2,308.20	259,745.00	-257,436.80	0.89
100-00-46440-000-000	Weed & Nuisance Control Fee	0.00	1,193.75	0.00	1,193.75	0.00
100-00-46445-000-000	Compost Site Sticker Fee	980.00	34,080.00	30,000.00	4,080.00	113.60
100-00-46722-000-000	Park Shelter Rental Fee	284.36	3,199.05	2,500.00	699.05	127.96
100-00-46740-000-000	Municipal Hall Rental Fee	189.58	1,801.01	2,500.00	-698.99	72.04
PUBLIC CHARGES FOR SERVICES		**6,859.97**	**87,153.56**	**1,545,514.00**	**-1,458,360.44**	**5.64**
100-00-47323-000-000	Fire Contracts-Sherwood/Wood	0.00	173,739.00	173,739.00	0.00	100.00
INTERGOV'T CHARGES FOR SERV		**0.00**	**173,739.00**	**173,739.00**	**0.00**	**100.00**
100-00-48110-000-000	Banking - Earned Interest	84,545.50	745,112.18	601,000.00	144,112.18	123.98
100-00-48130-000-000	Sp. Assmnt. - Earned Interest	0.00	1,881.18	5,000.00	-3,118.82	37.62
100-00-48400-000-000	Insurance Recoveries	500.00	2,438.00	5,000.00	-2,562.00	48.76
100-00-48500-000-000	Donations	1,084.00	4,246.00	0.00	4,246.00	0.00
100-00-48800-000-000	Treasurer - Cash Over	0.00	9.21	0.00	9.21	0.00
100-00-48900-000-000	Misc. Revenues	11,080.00	13,546.46	10,000.00	3,546.46	135.46
100-00-48905-000-000	Tippage Fee - Harrison Landfil	0.00	0.00	15,000.00	-15,000.00	0.00
MISCELLANEOUS REVENUES		**97,209.50**	**767,233.03**	**636,000.00**	**131,233.03**	**120.63**
100-00-49110-000-000	Proceeds from G.O. Bonds	0.00	0.00	1,400,000.00	-1,400,000.00	0.00
OTHER FINANCING SOURCES		**0.00**	**0.00**	**1,400,000.00**	**-1,400,000.00**	**0.00**
Total Revenues		**211,737.70**	**4,724,284.34**	**8,644,146.00**	**-3,919,861.66**	**54.65**

Fund: 100 - GENERAL FUND

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
100-00-51100-100-000	Village Board - Wages	3,230.84	29,723.60	52,000.00	22,276.40	57.16
100-00-51100-105-000	Village Board - FICA	247.12	2,273.68	3,978.00	1,704.32	57.16
100-00-51100-115-000	Village Board-Training/Mileage	0.00	758.00	800.00	42.00	94.75
100-00-51100-310-000	Village Board-Dues	0.00	5,980.52	7,500.00	1,519.48	79.74
100-00-51100-400-000	Village Board-Supplies	0.00	78.75	500.00	421.25	15.75
100-00-51100-500-022	Village Board - Telephone	598.19	598.19	0.00	-598.19	0.00
100-01-51101-100-001	Planning - Salary	7,218.70	72,187.00	98,861.00	26,674.00	73.02
100-01-51101-105-000	Planning - FICA	547.88	5,564.03	7,257.00	1,692.97	76.67
100-01-51101-200-000	Planning - Benefits	-212.20	131.00	42,400.00	42,269.00	0.31
100-01-51101-205-000	Planning - Retirement	498.06	4,980.60	6,546.00	1,565.40	76.09
100-01-51101-300-000	Planning - Per Diem	0.00	1,710.00	4,000.00	2,290.00	42.75
100-01-51101-301-000	Planning - Dues	0.00	0.00	1,000.00	1,000.00	0.00
100-01-51101-305-000	Planning - Training/Mile/Exp.	0.00	61.82	3,500.00	3,438.18	1.77
100-01-51101-400-000	Planning - Supplies	0.00	234.83	1,000.00	765.17	23.48
100-01-51101-800-000	Planning - Publications	100.60	1,197.26	0.00	-1,197.26	0.00
100-00-51300-000-000	Legal	26,734.16	93,908.18	36,000.00	-57,908.18	260.86
100-09-51300-000-000	Hwy Dept - Legal	0.00	0.00	10,000.00	10,000.00	0.00
100-02-51400-100-000	Gen. Admin - Wages	26,446.37	283,849.91	332,405.00	48,555.09	85.39
100-02-51400-105-000	Gen. Admin - FICA	1,914.39	20,818.32	25,429.00	4,610.68	81.87
100-02-51400-200-000	Gen. Admin - Benefits	5,058.11	101,560.52	150,242.00	48,681.48	67.60
100-02-51400-205-000	Gen. Admin - Retirement	1,108.98	16,258.10	22,604.00	6,345.90	71.93
100-02-51400-305-000	Gen. Admin - Training/Conf.	242.34	3,277.48	4,400.00	1,122.52	74.49
100-02-51400-310-000	Gen. Admin - Dues	0.00	341.31	1,500.00	1,158.69	22.75
100-02-51400-400-000	Gen. Admin - Supplies	425.55	12,692.77	20,000.00	7,307.23	63.46
100-02-51400-400-005	Gen. Admin - Postage	1,079.01	5,746.74	4,000.00	-1,746.74	143.67
100-02-51400-400-006	Gen. Admin - Service Contracts	24,592.41	97,711.65	75,000.00	-22,711.65	130.28
100-02-51400-800-000	Gen. Admin - Publications	491.22	1,950.47	500.00	-1,450.47	390.09
100-02-51400-800-005	Gen. Admin - Newsltr & Postage	0.00	10,305.04	8,000.00	-2,305.04	128.81
100-00-51440-000-000	Elections - Wages	4,756.50	16,354.50	35,000.00	18,645.50	46.73
100-00-51440-100-000	Elections-FICA	24.10	58.07	2,678.00	2,619.93	2.17
100-00-51440-200-000	Elections - Expenses/Training	34.17	215.37	500.00	284.63	43.07
100-00-51440-300-000	Elections - Service Contracts	0.00	2,307.83	6,000.00	3,692.17	38.46
100-00-51440-400-000	Elections - Supplies	178.69	2,137.97	7,000.00	4,862.03	30.54
100-00-51440-500-000	Elections - Postage	2,920.99	5,001.78	9,000.00	3,998.22	55.58
100-00-51440-600-000	Elections - Publications	0.00	317.58	2,000.00	1,682.42	15.88
100-05-51500-000-000	Assessor - Contract	0.00	40,900.00	41,000.00	100.00	99.76
100-04-51500-100-000	Treasurer - Wages	0.00	0.00	40,000.00	40,000.00	0.00
100-04-51500-105-000	Treasurer - FICA	0.00	0.00	3,060.00	3,060.00	0.00
100-04-51500-305-000	Treasurer - Mileage	0.00	0.00	200.00	200.00	0.00
100-04-51500-315-000	Treasurer - Service Contracts	0.00	0.00	6,000.00	6,000.00	0.00
100-04-51500-315-015	Treasurer - Accounting	0.00	30,222.50	17,500.00	-12,722.50	172.70
100-04-51500-400-000	Treasurer - Supplies	0.00	0.00	500.00	500.00	0.00
100-04-51500-400-005	Treasurer - Postage	0.00	0.00	3,000.00	3,000.00	0.00
100-04-51500-800-000	Treasurer - Publications	0.00	0.00	100.00	100.00	0.00
100-00-51600-400-000	Municipal Bldg - Supplies	0.00	0.00	5,000.00	5,000.00	0.00
100-00-51600-500-020	Municipal Bldg - Electric	471.28	3,946.29	5,775.00	1,828.71	68.33
100-00-51600-500-021	Municipal Bldg - Heat	31.76	2,714.29	5,080.00	2,365.71	53.43
100-00-51600-500-022	Municipal Bldg - Telephone	-86.45	1,736.26	1,750.00	13.74	99.21
100-00-51910-000-000	Uncollectable Taxes	0.00	40,026.38	0.00	-40,026.38	0.00
100-00-51932-000-000	Insurance - Property and Crime	0.00	15,625.00	34,100.00	18,475.00	45.82
100-00-51933-000-000	Insurance - Workers Comp.	0.00	41,476.00	29,300.00	-12,176.00	141.56
100-00-51938-000-000	Insurance - General and Auto	0.00	19,408.00	26,600.00	7,192.00	72.96

Fund: 100 - GENERAL FUND

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
100-00-51980-000-000	Memorial Expenses	0.00	159.73	500.00	340.27	31.95
GENERAL GOVERNMENT		108,652.77	996,507.32	1,201,065.00	204,557.68	82.97
100-00-52100-000-000	Law Enforcement - Contract	71,846.47	574,771.76	862,158.00	287,386.24	66.67
100-00-52102-000-000	School Crossing Guard & Lights	0.00	1,931.33	2,500.00	568.67	77.25
100-06-52200-100-000	Fire Dept - Wages	7,483.20	142,287.30	227,290.00	85,002.70	62.60
100-06-52200-105-000	Fire Dept - FICA	626.17	10,794.24	17,388.00	6,593.76	62.08
100-06-52200-200-000	Fire Dept - Benefits	2,009.65	21,414.47	0.00	-21,414.47	0.00
100-06-52200-210-000	Fire Dept - Retirement	1,071.60	10,716.00	48,911.00	38,195.00	21.91
100-06-52200-300-000	Fire Dept - Per Diem	900.00	900.00	1,500.00	600.00	60.00
100-06-52200-305-000	Fire Dept - Training/Mem	0.00	5,598.75	10,000.00	4,401.25	55.99
100-06-52200-400-000	Fire Dept - Supplies/Services	3,395.52	12,296.68	48,500.00	36,203.32	25.35
100-06-52200-401-000	Fire Dept - Physicals	1,187.00	2,963.00	5,000.00	2,037.00	59.26
100-06-52200-402-000	Fire Dept - Software	0.00	5,233.00	0.00	-5,233.00	0.00
100-06-52200-403-000	Fire Dept - Appreciation Night	0.00	2,442.24	3,000.00	557.76	81.41
100-06-52200-404-000	Fire Dept - Annual Tests/Certs	0.00	5,897.34	0.00	-5,897.34	0.00
100-06-52200-405-000	Fire Dept - 2% Dues Expenses	0.00	1,207.61	0.00	-1,207.61	0.00
100-06-52200-500-020	Fire Station 60 - Electric	187.40	1,454.58	2,500.00	1,045.42	58.18
100-07-52200-500-020	Fire Station 70 - Electric	207.95	1,560.46	3,000.00	1,439.54	52.02
100-06-52200-500-021	Fire Station 60 - Heat	11.82	1,199.73	4,000.00	2,800.27	29.99
100-07-52200-500-021	Fire Station 70 - Heat	30.39	1,144.28	4,000.00	2,855.72	28.61
100-06-52200-500-022	Fire Station 60 - Telephone	10.16	91.41	0.00	-91.41	0.00
100-07-52200-500-022	Fire Station 70 - Telephone	-7.13	331.98	0.00	-331.98	0.00
100-06-52200-500-023	Fire Station 60 - Water/Sewer	261.64	2,105.96	4,500.00	2,394.04	46.80
100-07-52200-500-023	Fire Station 70 - Water/Sewer	78.04	651.56	1,000.00	348.44	65.16
100-06-52200-600-000	Fire Dept - Vehicle Maint.	1,248.47	8,009.17	13,000.00	4,990.83	61.61
100-06-52200-700-000	Fire Dept - Equip Maintenance	177.84	1,231.32	5,500.00	4,268.68	22.39
100-06-52200-700-030	Fire Dept - Fuel	0.00	101.66	6,000.00	5,898.34	1.69
100-08-52300-000-000	1st Responders - Operating Exp	2,810.33	12,960.30	13,500.00	539.70	96.00
100-08-52300-100-000	1st Responders - Wages	0.00	28,688.54	0.00	-28,688.54	0.00
100-08-52300-105-000	1st Responders - FICA	0.00	2,194.67	0.00	-2,194.67	0.00
100-00-52400-000-000	Building Inspector - Contract	11,080.00	96,719.94	59,000.00	-37,719.94	163.93
100-00-52400-200-000	Inspections - Grade Checks	4,095.80	31,932.60	30,000.00	-1,932.60	106.44
PUBLIC SAFETY		108,712.32	988,831.88	1,372,247.00	383,415.12	72.06
100-09-53311-000-000	Hwy Dept - Engineer/Consultant	3,841.00	17,575.96	40,000.00	22,424.04	43.94
100-09-53311-100-000	Hwy Dept - Wages	41,831.50	420,256.15	508,664.00	88,407.85	82.62
100-09-53311-100-901	Hwy Dept - Part Time Wages	3,468.50	57,555.22	85,500.00	27,944.78	67.32
100-09-53311-103-000	Hwy Dept - Overtime Wages	985.69	29,119.68	38,000.00	8,880.32	76.63
100-09-53311-105-000	Hwy Dept - FICA	3,101.19	33,307.86	41,820.00	8,512.14	79.65
100-09-53311-105-901	Hwy Dept - Part Time FICA	265.35	4,397.36	6,541.00	2,143.64	67.23
100-09-53311-115-000	Hwy Dept - Unemployment Comp	0.00	0.00	1,000.00	1,000.00	0.00
100-09-53311-200-000	Hwy Dept - Benefits	5,335.54	132,649.61	169,700.00	37,050.39	78.17
100-09-53311-205-000	Hwy Dept - Retirement	2,954.39	31,644.83	43,619.00	11,974.17	72.55
100-09-53311-305-000	Hwy Dept - Training Expenses	0.00	3,816.67	2,500.00	-1,316.67	152.67
100-09-53311-306-000	Hwy Dept - CDL/Testing	2,875.48	3,121.48	1,500.00	-1,621.48	208.10
100-09-53311-400-000	Hwy Dept - Supplies	1,257.73	31,362.33	25,000.00	-6,362.33	125.45
100-09-53311-500-020	Hwy Dept - Electric	706.93	5,919.45	7,500.00	1,580.55	78.93
100-09-53311-500-021	Hwy Dept - Heat	0.00	0.00	2,000.00	2,000.00	0.00
100-09-53311-500-022	Hwy Dept - Telephone	-99.33	2,424.91	3,000.00	575.09	80.83
100-09-53311-505-000	Hwy Dept - Building Maint	2,539.53	41,346.57	30,000.00	-11,346.57	137.82

Fund: 100 - GENERAL FUND

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
100-09-53311-600-030	Hwy Dept - Fuel	7,414.36	54,897.15	76,000.00	21,102.85	72.23
100-09-53311-600-600	Hwy Dept - Vehicle Maintenance	3,569.88	20,083.92	40,000.00	19,916.08	50.21
100-09-53311-700-000	Hwy Dept - Equip Maintenance	4,213.46	74,078.84	55,000.00	-19,078.84	134.69
100-09-53311-900-000	Hwy Dept - Road Maintenance	1,383.53	20,459.59	327,500.00	307,040.41	6.25
100-09-53311-901-000	Hwy Dept - Ditching/Grading	0.00	8,028.78	40,000.00	31,971.22	20.07
100-09-53311-903-000	Hwy Dept - Salt & Sand	856.67	75,579.88	108,000.00	32,420.12	69.98
100-09-53315-902-000	Hwy Dept - Signs	0.00	8,734.97	10,000.00	1,265.03	87.35
100-00-53420-000-000	Street Lighting - General	399.04	3,191.15	6,500.00	3,308.85	49.09
100-00-53420-001-000	Street Lighting - North Shore	15.39	123.08	170.00	46.92	72.40
100-00-53420-004-000	Street Lighting - HAA	830.48	6,672.20	11,000.00	4,327.80	60.66
100-00-53420-006-000	Street Lighting - NS Woods	93.87	750.69	1,100.00	349.31	68.24
100-09-53430-000-000	Hwy Dept - Sidewalk Maint	20,227.50	20,227.50	0.00	-20,227.50	0.00
100-00-53441-100-000	Illicit Discharge Program	316.50	1,918.00	5,000.00	3,082.00	38.36
100-00-53620-000-000	Refuse and Garbage Services	33,420.85	279,165.56	413,869.00	134,703.44	67.45
100-00-53635-000-000	Recycling Services	22,200.98	180,625.39	259,745.00	79,119.61	69.54
100-00-53635-100-000	Compost Site	18.97	9,119.82	10,000.00	880.18	91.20
100-00-53640-000-000	Weed and Nusiance Control	0.00	0.00	15,000.00	15,000.00	0.00
PUBLIC WORKS		164,024.98	1,578,154.60	2,385,228.00	807,073.40	66.16
100-00-54100-000-000	Humane Society - Contribution	0.00	0.00	1,500.00	1,500.00	0.00
100-00-54980-000-000	Other Health - HOVPP	0.00	0.00	700.00	700.00	0.00
HEALTH AND HUMAN SERVICES		0.00	0.00	2,200.00	2,200.00	0.00
100-00-55200-000-000	Parks - Maint. and Utilities	2,637.40	31,734.74	50,000.00	18,265.26	63.47
100-00-55200-120-000	Parks - Recreation Programs	0.00	8,225.00	10,000.00	1,775.00	82.25
CULTURE, RECREATION AND EDU.		2,637.40	39,959.74	60,000.00	20,040.26	66.60
100-00-56900-000-110	Development	0.00	2,844.14	4,000.00	1,155.86	71.10
CONSERVATION AND DEVELOPMENT		0.00	2,844.14	4,000.00	1,155.86	71.10
100-00-57190-000-000	Capital Outlay - General Gvmnt	3,520.52	29,382.49	60,000.00	30,617.51	48.97
100-00-57220-000-000	Capital Outlay - Parks	0.00	6,652.29	17,000.00	10,347.71	39.13
100-06-57220-000-000	Fire Dept - Capital Outlay	5,137.56	113,719.73	1,107,455.00	993,735.27	10.27
100-07-57220-000-001	Fire Dept - Equipment Escrow	0.00	0.00	564,759.00	564,759.00	0.00
100-00-57230-000-000	Capital Outlay - Trails	4,471.81	48,678.63	0.00	-48,678.63	0.00
100-09-57324-000-000	Capital Outlay - Hwy. Equip	0.00	65,154.00	565,532.00	500,378.00	11.52
100-09-57330-000-000	Capital Outlay - Road Projects	1,424,379.42	1,857,788.05	3,101,220.00	1,243,431.95	59.91
CAPITAL OUTLAY		1,437,509.31	2,121,375.19	5,415,966.00	3,294,590.81	39.17
Total Expenses		1,821,536.78	5,727,672.87	10,440,706.00	4,713,033.13	54.86
Net Totals		-1,609,799.08	-1,003,388.53	-1,796,560.00	-793,171.47	55.85

Fund: 201 - PARK IMPACT FEES

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
201-00-44315-000-000	Park Impact Fee	5,880.00	90,943.00	63,330.00	27,613.00	143.60
LICENSES AND PERMITS		5,880.00	90,943.00	63,330.00	27,613.00	143.60
Total Revenues		5,880.00	90,943.00	63,330.00	27,613.00	143.60

Fund: 201 - PARK IMPACT FEES

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
201-00-57220-000-000	Capital Outlay - Park Impact	25,805.61	273,993.96	259,200.00	-14,793.96	105.71
CAPITAL OUTLAY		25,805.61	273,993.96	259,200.00	-14,793.96	105.71
Total Expenses		25,805.61	273,993.96	259,200.00	-14,793.96	105.71
Net Totals		-19,925.61	-183,050.96	-195,870.00	-12,819.04	93.46

Fund: 210 - POLICE IMPACT FEES

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
210-00-41110-000-000	Police Impact Fees	893.00	7,434.01	7,500.00	-65.99	99.12
TAXES		893.00	7,434.01	7,500.00	-65.99	99.12
Total Revenues		893.00	7,434.01	7,500.00	-65.99	99.12
Net Totals		893.00	7,434.01	7,500.00	65.99	99.12

Fund: 220 - FIRE DEPARTMENT IMPACT FEES

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
220-00-41110-000-000	Fire Impact Fees	7,560.00	62,785.10	65,000.00	-2,214.90	96.59
TAXES		7,560.00	62,785.10	65,000.00	-2,214.90	96.59
Total Revenues		7,560.00	62,785.10	65,000.00	-2,214.90	96.59
Net Totals		7,560.00	62,785.10	65,000.00	2,214.90	96.59

Fund: 230 - STORM WATER UTILITY FEES

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
230-00-41110-000-000	Storm Water Utility Fees	0.00	0.00	450,000.00	-450,000.00	0.00
TAXES		0.00	0.00	450,000.00	-450,000.00	0.00
Total Revenues		0.00	0.00	450,000.00	-450,000.00	0.00

Fund: 230 - STORM WATER UTILITY FEES

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
230-00-53441-000-000	Storm Sewer Maint / Ponds	1,216.58	22,291.92	40,000.00	17,708.08	55.73
230-00-53441-100-000	Pond Rip Rap	0.00	0.00	20,000.00	20,000.00	0.00
230-00-53441-200-000	Stormwater Plan / Munic Fees	5,553.50	34,371.87	0.00	-34,371.87	0.00
230-00-53441-300-000	Storm Catch Basin Program	0.00	0.00	12,000.00	12,000.00	0.00
230-00-53441-400-000	Cross Culvert Program	0.00	0.00	30,000.00	30,000.00	0.00
PUBLIC WORKS		6,770.08	56,663.79	102,000.00	45,336.21	55.55
Total Expenses		6,770.08	56,663.79	102,000.00	45,336.21	55.55
Net Totals		-6,770.08	-56,663.79	348,000.00	404,663.79	-16.28

Fund: 240 - FEDERAL FUNDS - ARPA

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
240-00-51400-000-000	ARPA Expenses	68,473.50	282,514.54	0.00	-282,514.54	0.00
GENERAL GOVERNMENT		68,473.50	282,514.54	0.00	-282,514.54	0.00
Total Expenses		68,473.50	282,514.54	0.00	-282,514.54	0.00
Net Totals		-68,473.50	-282,514.54	0.00	282,514.54	

Fund: 301 - DEBT SERVICE - GEN. OBLIGATION

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
301-00-41010-000-000	Genrl Property tax-Debt Serv.	0.00	920,623.02	1,200,000.00	-279,376.98	76.72
TAXES		0.00	920,623.02	1,200,000.00	-279,376.98	76.72
Total Revenues		0.00	920,623.02	1,200,000.00	-279,376.98	76.72

Fund: 301 - DEBT SERVICE - GEN. OBLIGATION

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
301-00-58100-000-000	G.O. Debt Principal	0.00	1,165,000.00	1,068,000.00	-97,000.00	109.08
301-00-58290-000-000	G.O. Debt Interest	0.00	134,974.86	132,000.00	-2,974.86	102.25
DEBT SERVICE		0.00	1,299,974.86	1,200,000.00	-99,974.86	108.33
Total Expenses		0.00	1,299,974.86	1,200,000.00	-99,974.86	108.33
Net Totals		0.00	-379,351.84	0.00	379,351.84	

Fund: 401 - TAX INCREMENTAL DISTRICT #1

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
401-00-41110-000-000	Tax Increments - TID #1	0.00	746,869.73	600,000.00	146,869.73	124.48
TAXES		0.00	746,869.73	600,000.00	146,869.73	124.48
Total Revenues		0.00	746,869.73	600,000.00	146,869.73	124.48

Fund: 401 - TAX INCREMENTAL DISTRICT #1

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
401-00-51500-000-000	Professional Services - TID #1	1,215.45	3,352.08	0.00	-3,352.08	0.00
401-00-51510-000-000	Administrative Costs - TID #1	0.00	150.00	150.00	0.00	100.00
GENERAL GOVERNMENT		1,215.45	3,502.08	150.00	-3,352.08	2,334.72
401-00-56700-700-000	Grant-Toonen Development TID 1	0.00	223,982.87	393,000.00	169,017.13	56.99
401-00-56700-701-000	Grant-Gregorski 22 LLC	0.00	14,680.43	16,000.00	1,319.57	91.75
401-00-56700-702-000	Grant-Asterion LLC	0.00	247,478.71	190,000.00	-57,478.71	130.25
CONSERVATION AND DEVELOPMENT		0.00	486,142.01	599,000.00	112,857.99	81.16
Total Expenses		1,215.45	489,644.09	599,150.00	109,505.91	81.72
Net Totals		-1,215.45	257,225.64	850.00	-256,375.64	30,261.84

Fund: 402 - TAX INCREMENTAL DISTRICT #2

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
402-00-41110-000-000	Tax Increments - TID #2	0.00	324,729.27	110,000.00	214,729.27	295.21
TAXES		0.00	324,729.27	110,000.00	214,729.27	295.21
Total Revenues		0.00	324,729.27	110,000.00	214,729.27	295.21

Fund: 402 - TAX INCREMENTAL DISTRICT #2

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
402-00-51500-000-000	Professional Services-TID #2	12,244.70	19,830.61	0.00	-19,830.61	0.00
402-00-51510-000-000	Administrative Costs - TID #2	0.00	1,150.00	150.00	-1,000.00	766.67
GENERAL GOVERNMENT		12,244.70	20,980.61	150.00	-20,830.61	13,987.07
402-00-56700-000-000	Site Preparation - TID #2	22,190.14	26,511.44	0.00	-26,511.44	0.00
402-00-56700-700-000	Grant-Premier Harrison LLC	0.00	0.00	100,000.00	100,000.00	0.00
CONSERVATION AND DEVELOPMENT		22,190.14	26,511.44	100,000.00	73,488.56	26.51
402-00-57100-000-000	Property Acquisition - TID #2	0.00	-2,278.71	0.00	2,278.71	0.00
CAPITAL OUTLAY		0.00	-2,278.71	0.00	2,278.71	0.00
Total Expenses		34,434.84	45,213.34	100,150.00	54,936.66	45.15
Net Totals		-34,434.84	279,515.93	9,850.00	-269,665.93	2,837.73

Fund: 403 - TAX INCREMENTAL DISTRICT #3

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
403-00-41110-000-000	Tax Increments - TID #3	0.00	103,019.06	45,000.00	58,019.06	228.93
TAXES		0.00	103,019.06	45,000.00	58,019.06	228.93
Total Revenues		0.00	103,019.06	45,000.00	58,019.06	228.93

Fund: 403 - TAX INCREMENTAL DISTRICT #3

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
403-00-51500-000-000	Professional Services-TID #3	0.00	4,836.85	0.00	-4,836.85	0.00
403-00-51510-000-000	Administrative Costs - TID #3	0.00	150.00	150.00	0.00	100.00
GENERAL GOVERNMENT		0.00	4,986.85	150.00	-4,836.85	3,324.57
403-00-56700-700-000	Grant-Driscoll Properties LLC	0.00	52,769.46	40,000.00	-12,769.46	131.92
CONSERVATION AND DEVELOPMENT		0.00	52,769.46	40,000.00	-12,769.46	131.92
Total Expenses		0.00	57,756.31	40,150.00	-17,606.31	143.85
Net Totals		0.00	45,262.75	4,850.00	-40,412.75	933.25

Fund: 404 - TAX INCREMENTAL DISTRICT #4

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
404-00-41110-000-000	Tax Increments - TID #4	0.00	418,430.18	190,000.00	228,430.18	220.23
TAXES		0.00	418,430.18	190,000.00	228,430.18	220.23
Total Revenues		0.00	418,430.18	190,000.00	228,430.18	220.23

Fund: 404 - TAX INCREMENTAL DISTRICT #4

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
404-00-51510-000-000	Administrative Costs - TID #4	0.00	150.00	150.00	0.00	100.00
GENERAL GOVERNMENT		0.00	150.00	150.00	0.00	100.00
404-00-56700-700-000	Grant-Quattro Development LLC	0.00	497,094.48	0.00	-497,094.48	0.00
CONSERVATION AND DEVELOPMENT		0.00	497,094.48	0.00	-497,094.48	0.00
Total Expenses		0.00	497,244.48	150.00	-497,094.48	331,496.32
Net Totals		0.00	-78,814.30	189,850.00	268,664.30	-41.51

Fund: 405 - TAX INCREMENTAL DISTRICT #5

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
405-00-51500-000-000	Professional Services-TID #5	3,270.00	47,204.08	20,000.00	-27,204.08	236.02
405-00-51510-000-000	Administrative Costs - TID #5	1,000.00	1,150.00	10,000.00	8,850.00	11.50
GENERAL GOVERNMENT		4,270.00	48,354.08	30,000.00	-18,354.08	161.18
405-00-56700-000-000	Site Preparation - TID #5	0.00	0.00	10,000.00	10,000.00	0.00
CONSERVATION AND DEVELOPMENT		0.00	0.00	10,000.00	10,000.00	0.00
Total Expenses		4,270.00	48,354.08	40,000.00	-8,354.08	120.89
Net Totals		-4,270.00	-48,354.08	-40,000.00	8,354.08	120.89

Fund: 406 - TAX INCREMENTAL DISTRICT #6

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
406-00-51500-000-000	Professional Services-TID #6	0.00	10,419.30	10,000.00	-419.30	104.19
406-00-51510-000-000	Administrative Costs - TID #6	0.00	150.00	10,000.00	9,850.00	1.50
GENERAL GOVERNMENT		0.00	10,569.30	20,000.00	9,430.70	52.85
Total Expenses		0.00	10,569.30	20,000.00	9,430.70	52.85
Net Totals		0.00	-10,569.30	-20,000.00	-9,430.70	52.85

Fund: 610 - WATER UTILITY

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
610-00-41900-000-000	Interest Income	14,970.99	95,218.13	144,510.00	-49,291.87	65.89
TAXES		14,970.99	95,218.13	144,510.00	-49,291.87	65.89
610-00-46101-000-000	Residential Metered Sales	88,579.41	733,755.11	1,014,690.00	-280,934.89	72.31
610-00-46102-000-000	Commercial Metered Sales	9,843.85	77,153.88	115,080.00	-37,926.12	67.04
610-00-46104-000-000	Public Authority Metered Sales	2,690.85	19,976.82	31,910.00	-11,933.18	62.60
610-00-46105-000-000	Multifamily Metered Sales	9,445.26	84,912.45	98,580.00	-13,667.55	86.14
610-00-46106-000-000	Irrigation Metered Sales	37.99	207.38	410.00	-202.62	50.58
610-00-46200-000-000	Private Fire Protection Servic	1,602.00	14,211.38	17,270.00	-3,058.62	82.29
610-00-46300-000-000	Public Fire Protection Service	18,432.25	164,263.98	213,280.00	-49,016.02	77.02
PUBLIC CHARGES FOR SERVICES		130,631.61	1,094,481.00	1,491,220.00	-396,739.00	73.40
610-00-47000-000-000	Forfeited Discounts	272.58	1,850.08	2,530.00	-679.92	73.13
610-00-47400-000-000	Other Water Revenue	3,688.50	6,800.00	5,000.00	1,800.00	136.00
INTERGOV'T CHARGES FOR SERV		3,961.08	8,650.08	7,530.00	1,120.08	114.87
Total Revenues		149,563.68	1,198,349.21	1,643,260.00	-444,910.79	72.93

Fund: 610 - WATER UTILITY

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
610-00-57408-000-000	Taxes	0.00	0.00	78,000.00	78,000.00	0.00
610-00-57601-000-000	Purchased Water - COA / FC	226,914.71	469,547.60	889,530.00	419,982.40	52.79
610-00-57640-000-000	Operation Labor	7,920.63	82,330.82	104,770.00	22,439.18	78.58
610-00-57641-000-000	Operation Supplies & Expenses	850.06	12,382.63	25,000.00	12,617.37	49.53
610-00-57651-000-000	Maintenance of Mains	0.00	0.00	15,000.00	15,000.00	0.00
610-00-57652-000-000	Maintenance of Services	4,000.00	9,966.55	65,000.00	55,033.45	15.33
610-00-57653-000-000	Maintenance of Meters	0.00	4,294.70	5,000.00	705.30	85.89
610-00-57654-000-000	Maintenance of Hydrants	0.00	0.00	10,000.00	10,000.00	0.00
610-00-57902-000-000	Accounting & Collecting Labor	3,997.60	39,976.00	51,130.00	11,154.00	78.19
610-00-57903-000-000	Supplies and Expenses	3,000.00	4,980.00	0.00	-4,980.00	0.00
610-00-57920-000-000	Admin & General Salaries	2,092.30	20,923.00	27,860.00	6,937.00	75.10
610-00-57921-000-000	Office Supplies & Expenses	832.34	10,590.94	22,500.00	11,909.06	47.07
610-00-57923-000-000	Outside Services Employed	1,194.97	45,912.87	60,000.00	14,087.13	76.52
610-00-57924-000-000	Insurance Expense	0.00	12,471.50	12,250.00	-221.50	101.81
610-00-57925-000-000	Payroll Tax - FICA	969.76	10,017.17	14,058.00	4,040.83	71.26
610-00-57926-000-000	Employee Pensions & Benefits	1,062.80	30,152.22	93,450.00	63,297.78	32.27
610-00-57928-000-000	Regulatory Commission Expenses	0.00	0.00	4,500.00	4,500.00	0.00
610-00-57930-000-000	Miscellaneous General Expense	297.93	5,863.66	10,000.00	4,136.34	58.64
610-00-57933-000-000	Transportation Expense	423.97	2,231.67	4,440.00	2,208.33	50.26
610-00-57935-000-000	Maintenance of General Plant	307.50	2,556.63	6,000.00	3,443.37	42.61
610-00-57950-000-000	Depreciation Expense	0.00	0.00	236,470.00	236,470.00	0.00
CAPITAL OUTLAY		253,864.57	764,197.96	1,734,958.00	970,760.04	44.05
Total Expenses		253,864.57	764,197.96	1,734,958.00	970,760.04	44.05
Net Totals		-104,300.89	434,151.25	-91,698.00	-525,849.25	-473.46

Fund: 620 - SEWER UTILITY

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
620-00-46221-000-000	Residential Measured Service	76,994.02	690,858.86	923,890.00	-233,031.14	74.78
620-00-46222-000-000	Commercial Measured Service	9,493.06	78,161.62	116,440.00	-38,278.38	67.13
620-00-46224-000-000	Public Authority Measured Srvc	2,712.52	20,738.57	35,410.00	-14,671.43	58.57
620-00-46225-000-000	Multifamily Measured Service	11,022.99	99,119.28	119,000.00	-19,880.72	83.29
PUBLIC CHARGES FOR SERVICES		100,222.59	888,878.33	1,194,740.00	-305,861.67	74.40
620-00-47631-000-000	Forfeited Discounts	213.38	1,526.90	2,030.00	-503.10	75.22
620-00-47635-000-000	Other Sewer Revenue	12,588.50	57,828.50	25,000.00	32,828.50	231.31
620-00-47640-000-000	Interest Income	19,881.39	141,741.53	144,510.00	-2,768.47	98.08
INTERGOV'T CHARGES FOR SERV		32,683.27	201,096.93	171,540.00	29,556.93	117.23
Total Revenues		132,905.86	1,089,975.26	1,366,280.00	-276,304.74	79.78

Fund: 620 - SEWER UTILITY

Account Number		2024 September	2024 Actual 09/30/2024	2024 Budget	Budget Status	% of Budget
620-00-57820-000-000	Supervision & Labor	8,292.27	85,993.42	104,770.00	18,776.58	82.08
620-00-57821-000-000	Fuel/Power Purchase - Pumping	1,902.33	16,073.68	22,620.00	6,546.32	71.06
620-00-57827-000-000	Operation Supplies & Expenses	291.49	7,819.34	20,000.00	12,180.66	39.10
620-00-57828-000-000	Transportation Expense	423.98	2,231.75	4,440.00	2,208.25	50.26
620-00-57829-000-000	Sewerage Treatment Charges	22,425.92	217,782.86	254,690.00	36,907.14	85.51
620-00-57831-000-000	Maintenance Sewage Collect Sys	0.00	32,351.96	50,000.00	17,648.04	64.70
620-00-57832-000-000	Maint Collection Syst Pumping	0.00	4,286.78	40,000.00	35,713.22	10.72
620-00-57834-000-000	Maintenance of General Plant	307.50	3,231.68	6,000.00	2,768.32	53.86
620-00-57840-000-000	Accounting & Collecting Labor	3,997.60	39,976.00	51,130.00	11,154.00	78.19
620-00-57850-000-000	Admin & General Salaries	2,092.30	20,923.00	27,860.00	6,937.00	75.10
620-00-57851-000-000	Office Supplies & Expenses	3,847.23	13,711.59	22,500.00	8,788.41	60.94
620-00-57852-000-000	Outside Services Employed	3,786.98	88,432.99	85,000.00	-3,432.99	104.04
620-00-57853-000-000	Insurance Expense	0.00	12,471.50	12,500.00	28.50	99.77
620-00-57854-000-000	Employee Pensions & Benefits	1,088.46	30,404.25	61,210.00	30,805.75	49.67
620-00-57855-000-000	Payroll Tax - FICA	998.06	10,296.53	14,058.00	3,761.47	73.24
620-00-57856-000-000	Miscellaneous General Expense	297.95	7,506.86	10,000.00	2,493.14	75.07
620-00-57870-000-000	NMSC Capital Charges-Int Exp	1,544.00	15,104.00	18,810.00	3,706.00	80.30
620-00-57875-000-000	NMSC Capital Charges-Amort Exp	6,838.00	68,765.00	77,460.00	8,695.00	88.77
620-00-57950-000-000	Depreciation Expense	0.00	0.00	307,300.00	307,300.00	0.00
CAPITAL OUTLAY		58,134.07	677,363.19	1,190,348.00	512,984.81	56.90
Total Expenses		58,134.07	677,363.19	1,190,348.00	512,984.81	56.90
Net Totals		74,771.79	412,612.07	175,932.00	-236,680.07	234.53

Village of HARRISON
WHERE OPPORTUNITY LIVES

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Assistant Manager, Planning and Zoning

Issue:
Discussion only.

Background and Additional Information:
1. State Park Road opened to traffic on October 16. Staff is working on final invoices and requesting funding from the state.

2. All other street resurfacing and crack filling projects are completed.

3. Staff has met virtually with Civic Plus for new design of the website. Meetings management will happen soon.

4. Staff has been in contact with Calumet County Sheriffs Department. A workshop between leadership from CCSD and Village Board will be scheduled in January.

5. Staff has contacted Randy Moss Associates about assisting with the Eisenhower Drive. Still waiting for a response. Staff has also spoken with McMahon about the possibility of developing Eisenhower on the current right of way thus minimizing the need to acquire a large amount to the west. More information will be shared at the November 12 board meeting.

6. The Village received five proposals for Fire Station 60 renovation. Staff will be making a recommendation to the Village Board at the meeting on November 12.

7. The Final Plat and Protective Covenants have been recorded with Calumet County Register of Deeds. Staff continues to work with interested parties to get offer to purchases processed for future board meetings.

8. Staff participated in all staff mandatory meeting on Thursday October 10, 2024 to learn about how to handle first amendment audits in public buildings.

9. The engine generator design at Village Hall is near completion. Bids will be released soon.

10. Staff has been in contact with the DOT and We Energies to get a cost to have a light pole and service installed at State Park Road and STH 114. More information to be provided at a future meeting.

11. Also attached is the monthly zoning report. Staff continues to process multiple new home building permits.

Budget Impacts:
N/A

Recommended Action:
Discussion Only

Attachments:
- 3767_001.pdf

Village of Harrison

September-24 Zoning Permit Report

	Current Year				Previous Year			
	Permits	YTD Permits	Estimated Value	YTD Estimate Value	Permits	YTD Permits	Estimated Value	YTD Estimate Value
Residential								
Single Family	8	80	$ 5,220,000	$ 35,936,700	2	68	$ 750,000	$ 26,103,140
Two Family (units)	0 (0)	1	$ 0	$ 900,000	0 (0)	0	$ 0	$ 0
Multi Family (units)	0 (0)	0	$ 0	$ 0	0 (0)	0	$ 0	$ 0
Additions	3	10	$ 145,000	$ 656,000	1	7	$ 80,000	$ 452,500
Acc. Structures	5	26	$ 100,850	$ 398,750	7	34	$ 113,000	$ 442,000
Miscellaneous	16	112	$ 622,400	$ 1,770,650	10	97	$ 64,500	$ 1,074,360
Total Residential	32	229	$ 6,088,250	$ 39,662,100	20	206	$ 1,007,500	$ 28,072,000
Com./Ind.								
New	0	1	$ 0	$ 650,000	0	3	$ 0	$ 1,850,000
Additions	0	0	$ 0	$ 0	0	1	$ 0	$ 230,000
Acc. Structures	0	0	$ 0	$ 0	0	3	$ 0	$ 80,000
Miscellaneous	2	7	$ 150	$ 115,150	0	3	$ 0	$ 12,695
Total Com./Ind.	2	8	$ 150	$ 765,150	0	10	$ 0	$ 2,172,695
Combined Total	34	237	$ 6,088,400	$ 40,427,250	20	216	$ 1,007,500	$ 30,244,695

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

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

Meeting Date:
October 29, 2024

Title:
Parks and Trails

Issue:
Discussion Only

Background and Additional Information:
The Village of Harrison received an $1,800 donation from Runaway Shoes/ Prevea Health for the purchase and installation of wind screening nets on the pickle ball courts at Darboy Park. The nets were installed the first week of October. A public thank you was posted on the Village's Facebook page.

Staff has been completing final lawn cutting and preparation for winter.

Work began on 10/15/2024 on the lighting installation around the pond at Darboy Park.

Staff is working on installation of new benches at Farmers Field, Clover Ridge and new Van Handel Property on CTH N.

Budget Impacts:
N/A

Recommended Action:
Discussion only.

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

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

Meeting Date:
October 29, 2024

Title:
Public Works/Engineering

Issue:
Discussion only.

Background and Additional Information:
1. Village staff and the Village Engineer hosted two public informational meetings for the Cedar Ridge and Haen Heights Subdivisions street reconstruction projects. Approximately 50 people attended each meeting. Once the design is completed, the Village will hold another round of meetings in early December to share the design before the projects go to bid.

2. DPW staff have completed a two-day brush pickup.

3. DPW staff has completed cutting of the ditches.

4. All street reconstruction projects are complete.

5. Staff received a new asphalt patching trailer and will be purchasing asphalt patching material to fill potholes yet this winter.

6. Staff recently completed repair of the storm water detention pond on Sweet Pea.

7. Staff along with the Calumet County Sheriff's Dept. has deployed the speed trailer on Manitowoc Road to gather speeds for the traffic study.

8. Infrastructure installation has started at Crossroads Business Park as of 10/7/2024.

Budget Impacts:
None

Recommended Action:

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Vicki Tessen, Clerk / Treasurer

Meeting Date:
October 29, 2024

Title:
Clerk / Treasurer
Financial Statement Summary
ARPA Report

Issue:
Monthly Board Report

Background and Additional Information:
Clerk Report:

Election preparations, absentee voting and voter registrations consumed the majority of the clerk's office time. The clerk held two sessions for election inspectors from the Christ the Rock polling location to practice using the electronic poll books. This polling location services the majority of Harrison's new development and apartment complexes which results in a large number of election day registrations. Therefore, it is beneficial to have all workers at that location very familiar and comfortable with using the new poll books to search and find voter names and to register new voters.

Election Stats:
Voter Registrations last 30 days: **545** (last month was 355)
Total Registered Voters: **9,089** (Primary Election, August 13, 2024 was 8,273)

Total Absentee Ballots Issued as of October 24th: **3,090**
2,267 mailed, 15 e-mailed, 2 online, 20 Voting Deputy, 786 in-person (plus more to enter)
Total Absentee Ballots Returned as of October 24th: **2,127**

Over 30% of Harrison's registered voters have received a ballot and there are 4 more days available for in-person absentee voting. Unfortunately, almost 1/3 of those mailed out ballots haven't been received back yet.

The numerous boxes of old accounting and miscellaneous village records that were pulled from storage have been destroyed per the record retention schedule.

The primary focus for after the election will be the tax bill preparation.

Treasure's Report:

The treasurer was involved in the borrowing process this past month. Early, it was providing information and details to the contracted financial advisors and then recently I spent time reviewing and editing the many written pages of documents created by the financial advisors.

Budget Impacts:
none

Recommended Action:
None - Report only

Attachments:

- Account Statement Summary for Village Board.pdf
- ARPA Report thru 10 20 2024.pdf

2024 VILLAGE Account Statement Summary for Village Board.xlsx

2024 - Village Accounts	July	August	September	
Vlg Mmbrship QTRLY Int	0.996%	0.996%	0.996%	
Beginning Balance	11,311.65	11,311.65	11,311.65	
Credits				
Interest			22.63	
Debits			11,000.00	moved to MM acct.
Ending Balance	**11,311.65**	**11,311.65**	**334.28**	
VLG CD	5.223%	5.223%	5.223%	
Beginning Balance	352,244.42	353,802.70	355,367.87	
Interest	1,558.28	1,565.17	1,521.38	
Ending Balance	**353,802.70**	**355,367.87**	**356,889.25**	
Vlg MM	3.928%	3.928%	3.928%	
Beginning Balance	730,386.52	732,816.51	735,254.59	
Credits			11,000.00	from savings acct.
Interest	2,429.99	2,438.08	2,389.71	
Debits				
Ending Balance	**732,816.51**	**735,254.59**	**748,644.30**	
Money Mrkt	0.30%	0.30%	0.30%	
Beginning Balance	292,284.47	292,358.74	292,433.03	
Credits				
Debits				
Interest	74.27	74.29	71.91	
Ending Balance	**292,358.74**	**292,433.03**	**292,504.94**	
Savings CD	4.80%	Renewed 4.9%	4.90%	
Beginning Balance	275,902.14	279,137.25	280,252.24	
Interest	3,235.11	1,114.99		
Ending Balance	**279,137.25**	**280,252.24**	**280,252.24**	
Local Gov't Investment Pc	5.42%	5.41%	5.23%	
Beginning Balance	273,211.78	274,465.56	275,724.02	
Interest	1,253.78	1,258.46	1,182.53	
Ending Balance	**274,465.56**	**275,724.02**	**276,906.55**	
Checking General	5.48%	5.35%	5.47%	
Beginning Balance	451,673.69	418,895.78	2,909,944.19	
Credits	717,705.98	3,983,804.65	174,124.85	
Debits	752,349.17	1,501,183.41	750,467.57	
Interest	1,865.28	8,427.17	11,751.95	
Ending Balance	**418,895.78**	**2,909,944.19**	**2,345,353.42**	
Money Mrkt Tax	5.48%	5.35%	5.47%	
Beginning Balance	6,559,497.34	6,390,609.92	5,013,336.81	
Credits				
Debits	200,000.00	1,400,000.00		
Interest	31,112.58	22,726.89	23,230.97	
Ending Balance	**6,390,609.92**	**5,013,336.81**	**5,036,567.78**	
Checking Taxes	5.48%	5.35%	5.47%	
Beginning Balance	6,739,897.88	6,772,498.67	6,801,676.08	
Credits				
Debits				
Interest	32,600.79	29,177.41	31,511.31	
Ending Balance	**6,772,498.67**	**6,801,676.08**	**6,833,187.39**	
ONLINE Account	5.48%	5.35%	5.47%	
Beginning Balance	719,721.82	723,203.10	726,318.82	
Credits				
Debits				
Interest	3,481.28	3,115.72	3,364.95	
Ending Balance	**723,203.10**	**726,318.82**	**729,683.77**	

2024 VILLAGE Account Statement Summary for Village Board.xlsx

2024 - Village Accounts	July	August	September
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**

	July	August	September
Village Accts Total:	16,249,099.88	17,401,619.30	16,900,323.92
Town Total:	11,064.35	11,064.35	11,064.35
All Funds Total:	16,260,164.23	17,412,683.65	16,911,388.27

2024 HARRISON UTILITIES Account Statement Summary for Village Board.xlsx

2024 HARRISON UTILITIES	July	August	September	
Utility MM (customer paymnt)	4.169%	4.169%	4.169%	
Beginning Balance	$ 1,110,729.88	$ 1,337,348.28	$ 1,558,429.44	
Credits	$222,308.25	$ 215,935.61	$ 237,824.66	
Debits	$ 32.50	$ -	$ 1,000,180.39	moved to MM acct.
Interest	$ 4,342.65	$ 5,145.55	$ 2,705.50	
Ending Balance	**$ 1,337,348.28**	**$ 1,558,429.44**	**$ 798,779.21**	

HU Expense account	0.399%	0.399%	0.399%
Beginning Balance	$ 255,161.22	$ 123,349.00	$ 152,871.51
Credits	$ 8,600.00	$ 354,770.00	$ 367,952.00
Debits	$ 140,481.74	$ 325,290.09	$ 299,387.08
Interest	$ 69.52	$ 42.60	$ 94.72
Ending Balance	**$ 123,349.00**	**$ 152,871.51**	**$ 221,531.15**

HU CD	4.889%	4.889%	4.889%
Beginning Balance	$ 535,708.67	$ 537,927.02	$ 540,154.55
Interest	$ 2,218.35	$ 2,227.53	$ 2,164.60
Ending Balance	**$ 537,927.02**	**$ 540,154.55**	**$ 542,319.15**

Utility MM (Reserve Acct)	4.218%	4.218%	4.218%
Beginning Balance	$ 5,020,666.19	$ 4,537,220.19	$ 4,203,026.61
Credits			$ 1,000,000.00
Debits	$ 500,000.00	$ 350,000.00	$ 350,000.00
Interest	$ 16,554.00	$ 15,806.42	$ 16,479.10
Ending Balance	**$ 4,537,220.19**	**$ 4,203,026.61**	**$ 4,869,505.71**

HU CD	5.200%	5.200%	5.200%
Beginning Balance	$ 500,000.00	$ 501,665.57	$ 503,824.10
Credits			
Debits			
Interest	$ 1,665.57	$ 2,158.53	$ 2,097.89
Ending Balance	**$ 501,665.57**	**$ 503,824.10**	**$ 505,921.99**

Checking Utilities	5.48%	5.37%	5.37%
Beginning Balance	$ 591,710.46	$ 594,522.39	$ 597,033.59
Credits			
Debits	$ 49.95	$ 49.95	$ 49.95
Interest	$ 2,861.88	$ 2,561.15	$ 2,765.78
Ending Balance	**$ 594,522.39**	**$ 597,033.59**	**$ 599,749.42**

Money Mrkt Utility	5.48%	5.37%	5.37%
Beginning Balance	$ 58,780.22	$ 59,064.54	$ 59,319.00
Credits			
Debits			
Interest	$ 284.32	$ 254.46	$ 274.81
Ending Balance	**59,064.54**	**59,319.00**	**59,593.81**

	July	August	September
All Funds Total:	7,691,096.99	7,614,658.80	7,597,400.44

Project	Project ID #	Allocated	Rect Total thru 10/20/24	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 Park	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 Park	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 Map	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/ Trailer	6.1.029	$ 19,000.00	$ 18,849.13	$ 150.87
61030 Public Works & Park Dept. - Computers (2)	6.1.030	$ 2,500.00	$ 2,430.00	$ 70.00
61031 Public Works - Asphalt Patcher / Hotbox	6.1.031	$ 87,600.00	$ 87,569.90	
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 Shoe	6.1.034	$ 9,000.00	$ -	
61035 Public Works - Tractor w/ Mower Attachment	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	$ 300.00
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		
61043 Vlg Hall - Civic Plus Technology Software	6.1.043	$ 20,000.00	$ 18,186.22	
			$ -	$ -
Totals		**$ 1,465,300.38**	**$ 1,086,971.57**	**$ 203,670.93**

ARPA Received	$ 1,293,494.00	
Allocated Balance	**$ (171,806.38)**	
Estimate of Costs over/(under) Allocated:	$ 203,670.93	
Potential Available Balance:	**$ 31,864.55**	

Village of HARRISON
WHERE OPPORTUNITY LIVES

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Brandon Barlow, Utilities Office Manager

Meeting Date:
October 29, 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. **Water Service Line Inventory Published.:** The Environmental Protection Agency's (EPA) 2021 Lead and Copper Rule Revisions (LCRR) requires that water systems maintain a service line inventory and that the information be made available to the public. This inventory contains information on every service line within our district and is searchable by both street address and utility account number (example page included). The full inventory, in both PDF and Excel versions, along with additional information from the EPA and DNR can be found on the Harrison Utilities Department Page: www.harrison-wi.org/Departments/Harrison-Utilities. This information is also available at the Harrison Utilities building located on Lake Park Rd or by request.
2. **Update on Lift Station #3 Forcemain Project:** Harrison Utilities published a bid on 9/11/24 for replacement of approximately 2,800 linear feet of sanitary forcemain which runs along the south side of the railroad tracks between Firelane 11 and North Shore Rd. During a pre-bid meeting which was held on 9/25/24 additional considerations were identified, including the possibility of relocating the replacement outside of the railroad right-of-way. Bid addendums were subsequently published on 10/2/24 and 10/10/24 with updated information. Staff, along with Mary Jo Miller of Martenson & Eisele, have been in discussion with representatives from North Shore Golf Club regarding potential options involving easements on their property. Information on the bid and addendum can be found on the Village website under "Latest News": www.harrison-wi.org/Latest-News.
3. **Engineering Report:** Report (attached) as submitted by Mary Jo Miller, P.E., Martenson & Eisele, Inc.
4. **Neenah-Menasha Sewerage Commission (NMSC):** A regular meeting of the NMSC was held on Tuesday, October 22nd. In addition to typical operational and financial updates, a closed session discussion was held regarding the Commission's negotiating position relative to the wastewater contract with the plant's largest contracting industrial user, Sonoco. Agendas and minutes for the meetings of the Neenah-Menasha Sewerage Commission are available at www.nmscwwtp.com
5. **Permits Issued in September:**
    a. Sanitary Sewer Connection:

Area	Single Family & Duplex	Multi-Family	Commercial
Lakeshore (Harrison)	0	0	0
Lift Station #4 – Harrison	2	0	0
Lift Station #4 – Menasha	0	0	0
Lift Station #6 (Harrison)	7	0	0

b. Sanitary Sewer & Watermain: None

Budget Impacts:
None

Recommended Action:
None

Attachments:

- lcrr-master-customer-account-list-example page.pdf
- 2024-10-17 Engineer Status Report w Attachment.pdf

LCRR Master Customer Account List (as of 2024.09.12)
As of 9/12/2024

Account Nbr	Street #	Street	PSC Classification	LOCATIONAL IDENTIFIER (EPA Col. B)	LEAD GOOSENECK CURRENTLY PRESENT? (EPA Col. C)	CURRENT STREET SIDE SERVICE LINE MATERIAL (EPA Col. D)	WAS STREET SIDE SERVICE LINE MATERIAL EVER PREVIOUSLY LEAD? (EPA Col. E)	STREET SIDE SERVICE LINE SIZE (EPA Col. F)	STREET SIDE SERVICE LINE INSTALL DATE (EPA Col. G)	CURRENT PROPERTY SIDE SERVICE LINE MATERIAL (EPA Col. H)	PROPERTY SIDE SERVICE LINE SIZE (EPA Col. I)	PROPERTY SIDE SERVICE LINE INSTALL DATE (EPA Col. J)	BUILDING TYPE (EPA Col. K)	POINT-OF-ENTRY OR POINT-OF-USE TREATMENT PRESENT? (EPA Col. L)	BUILDING PLUMBING MATERIAL 1 (EPA Col. M)	BUILDING PLUMBING MATERIAL INSTALL DATE (EPA Col. O)	BASIS OF STREET SIDE MATERIAL CLASSIFICATION (EPA Col. Q)	WAS STREET SIDE MATERIAL FIELD VERIFIED? (EPA Col. R)	DATE OF STREET SIDE FIELD VERIFICATION, IF APPLICABLE (EPA Col. S)	METHOD OF STREET SIDE FIELD VERIFICATION, IF APPLICABLE (EPA Col. T)	BASIS OF PROPERTY SIDE MATERIAL CLASSIFICATION (EPA Col. U)	WAS PROPERTY SIDE MATERIAL FIELD VERIFIED? (EPA Col. V)	DATE OF PROPERTY SIDE FIELD VERIFICATION, IF APPLICABLE (EPA Col. W)	METHOD OF PROPERTY SIDE FIELD VERIFICATION, IF APPLICABLE (EPA Col. X)
000-1030	W6997	Firelane 3	Residential	W6997 Firelane 3	N	C	N	1"	1984	C	1"	post-1984	SF	UNK	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	1/30/2019	Cross Connection Survey
000-1040	W6995	Firelane 3	Residential	W6995 Firelane 3	N	C	N	1"	1984	C	1"	post-1984	SF	N	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	8/23/2021	Cross Connection Survey
000-1050	W6987	Firelane 3	Residential	W6987 Firelane 3	N	C	N	1"	1984	C	1"	post-1984	SF	N	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	8/20/2021	Cross Connection Survey
000-1060	W6981	Firelane 3	Residential	W6981 Firelane 3	N	C	N	1"	1984	C	1"	1985	SF	UNK	C	1985	Installation Record	Y	1984	Visual Insp During Install or Repair	Installation Record	Y	5/22/1985	Visual Insp During Install or Repair
000-1070	W6977	Firelane 3	Residential	W6977 Firelane 3	N	C	N	1"	1984	P	1"	5/22/1985	SF	N	O	5/22/1985	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	2/1/2019	Cross Connection Survey
000-1080	W6973	Firelane 3	Residential	W6973 Firelane 3	N	C	N	1"	1984	C	1"	10/26/1984	SF	N	CLS	1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	8/31/2021	Cross Connection Survey
000-1090	W6967	Firelane 3	Residential	W6967 Firelane 3	N	C	N	1"	1984	C	1"	10/22/1984	SF	UNK	CLS	1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Installation Record	Y	10/22/1984	Visual Insp During Install or Repair
000-1100	W6963	Firelane 3	Residential	W6963 Firelane 3	N	C	N	1"	1984	C	1"	8/9/1985	SF	UNK	C	1985	Installation Record	Y	1985	Visual Insp During Install or Repair	Installation Record	Y	8/9/1985	Visual Insp During Install or Repair
000-1110	W6939	Firelane 4	Residential	W6939 Firelane 4	N	C	N	1"	1984	C	1"	12/20/1984	SF	N	CLS	1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	8/31/2021	Cross Connection Survey
000-1111	W6941	Firelane 4	Residential	W6941 Firelane 4	N	C	N	1"	1984	C	1"	6/28/1984	SF	UNK	CLS	1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Installation Record	Y	6/28/1984	Visual Insp During Install or Repair
000-1120	W6935	Firelane 4	Residential	W6935 Firelane 4	N	C	N	1"	1984	C	1"	5/30/1985	SF	N	C	1985	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	5/30/1985	Visual Insp During Install or Repair
000-1130	W6929	Firelane 4	Residential	W6929 Firelane 4	N	C	N	1"	1984	C	1"	5/21/1991	SF	N	O	1991	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	9/13/2021	Cross Connection Survey
000-1140	W6925	Firelane 4	Residential	W6925 Firelane 4	N	C	N	1"	1984	C	1"	6/25/1985	SF	UNK	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	6/25/1985	Visual Insp During Install or Repair
000-1150	W6919	Firelane 4	Residential	W6919 Firelane 4	N	C	N	1"	1984	C	1"	5/22/1985	SF	UNK	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Installation Record	Y	5/22/1985	Visual Insp During Install or Repair
000-1160	W6911	Firelane 4	Residential	W6911 Firelane 4	N	C	N	1"	1984	P	1"	5/22/1985	SF	Y	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	8/29/2022	Cross Connection Survey
000-1170	W6905	Firelane 4	Residential	W6905 Firelane 4	N	C	N	1"	1984	P	1"	12/10/1984	SF	N	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	3/23/2021	Cross Connection Survey
000-1180	W6903	Firelane 4	Residential	W6903 Firelane 4	N	C	N	1"	1984	C	1"	6/25/1985	SF	N	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	3/30/2022	Cross Connection Survey
000-1190	W6899	Firelane 4	Residential	W6899 Firelane 4	N	C	N	1"	1984	C	1"	5/8/1985	SF	UNK	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Installation Record	Y	5/8/1985	Visual Insp During Install or Repair
000-1201	W6897	Firelane 4	Residential	W6897 Firelane 4	N	C	N	1"	1984	C	1"	5/7/1985	SF	N	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	2/12/2019	Cross Connection Survey
000-1202	W6893	Firelane 4	Residential	W6893 Firelane 4	N	C	N	1"	1984	C	1"	5/15/1985	SF	N	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	3/30/2022	Cross Connection Survey
000-1203	W6887	Firelane 4	Residential	W6887 Firelane 4	N	C	N	1"	1984	C	1"	5/7/1985	SF	UNK	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Installation Record	Y	5/7/1985	Visual Insp During Install or Repair
000-1204	W6881	Firelane 4	Residential	W6881 Firelane 4	N	C	N	1"	1984	C	1"	5/7/1985	SF	N	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	11/13/2023	Cross Connection Survey
000-1205	W6877	Firelane 4	Residential	W6877 Firelane 4	N	C	N	1"	1984	C	1"	5/7/1985	SF	N	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	1/29/2019	Cross Connection Survey
000-1206	W6871	Firelane 4	Residential	W6871 Firelane 4	N	C	N	1"	1984	C	1"	5/22/1985	SF	N	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	8/25/2021	Cross Connection Survey
000-1207	W6865	Firelane 4	Residential	W6865 Firelane 4	N	C	N	1"	1984	C	1"	5/7/1985	SF	UNK	CLS	pre-1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	5/7/1985	Visual Insp During Install or Repair
000-1208	W6861	Firelane 4	Residential	W6861 Firelane 4	N	C	N	1"	1984	C	1"	5/3/1985	SF	N	C	Post - 1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	8/26/2021	Cross Connection Survey
000-1209	W6857	Firelane 4	Residential	W6857 Firelane 4	N	C	N	1"	1984	P	1"	1985	SF	N	C	Post - 1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	6/26/2019	Cross Connection Survey
000-1210	W6851	Firelane 4	Residential	W6851 Firelane 4	N	C	N	1"	1984	C	1"	7/19/1985	SF	N	C	Post - 1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	8/27/2021	Cross Connection Survey
000-1230	N8780	Firelane 3	Residential	N8780 Firelane 3	N	C	N	1"	1984	C	1"	11/2/1984	SF	UNK	C	1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Installation Record	Y	11/2/1984	Visual Insp During Install or Repair
000-1240	N8789	Firelane 3	Residential	N8789 Firelane 3	N	C	N	1"	1984	C	1"	10/12/1984	SF	UNK	C	1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Installation Record	Y	10/12/1984	Visual Insp During Install or Repair
000-1250	W7068	HWY 10 & 114	Residential	W7068 HWY 10 & 114	N	C	N	1"	1984	C	1"	8/15/1985	SF	UNK	C	1985	Installation Record	Y	1984	Visual Insp During Install or Repair	Installation Record	Y	8/15/1985	Visual Insp During Install or Repair
000-1260	W7057	HWY 10 & 114	Residential	W7057 HWY 10 & 114	N	C	N	1"	1984	C	1"	10/24/1984	SF	N	C	Post - 1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	7/15/2019	Cross Connection Survey
000-1261	N8788	Firelane 2	Residential	N8788 Firelane 2	N	C	N	1"	1984	P	1"	9/25/2002	SF	UNK	C	9/25/2002	Installation Record	Y	1984	Visual Insp During Install or Repair	Installation Record	Y	4/30/2024	Cross Connection Survey
000-1270	W7010	HWY 10 & 114	Residential	W7010 HWY 10 & 114	N	C	N	1"	1984	C	1"	11/15/1985	SF	UNK	C	pre-1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Installation Record	Y	11/15/1985	Visual Insp During Install or Repair
000-1280	W6998	HWY 10 & 114	Residential	W6998 HWY 10 & 114	N	C	N	1"	1984	C	1"	11/12/1984	SF	UNK	CLS	pre-1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Installation Record	Y	11/12/1985	Visual Insp During Install or Repair
000-1290	W6992	HWY 10 & 114	Commercial	W6992 HWY 10 & 114	N	C	N	1"	1984	P	1.25"	11/13/1984	NONRES	UNK	C	post-1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	11/1/2023	Cross Connection Survey
000-1303	2400	Lake Cottage Ct	Residential	2400 Lake Cottage Ct	N	P	N	1.25"	2006	P	1.25"	1/23/2017	SF	UNK	O	1/23/2017	Installation Record	Y	2006	Visual Insp During Install or Repair	Field Inspection Only	Y	1/23/2017	Visual Insp During Install or Repair
000-1304	2408	Lake Cottage Ct	Residential	2408 Lake Cottage Ct	N	p	N	1.25"	2006	P	1.25"	10/27/2015	SF	UNK	O	10/27/2015	Installation Record	Y	2006	Visual Insp During Install or Repair	Field Inspection Only	Y	10/27/2015	Visual Insp During Install or Repair
000-1305	2416	Lake Cottage Ct	Residential	2416 Lake Cottage Ct	N	P	N	1.25"	2006	P	1.25"	5/4/2018	SF	UNK	O	5/4/2018	Installation Record	Y	2006	Visual Insp During Install or Repair	Field Inspection Only	Y	5/4/2018	Visual Insp During Install or Repair
000-1306	2424	Lake Cottage Ct	Residential	2424 Lake Cottage Ct	N	P	N	1.25"	2006	P	1.25"	4/1/2019	SF	UNK	O	4/1/2019	Installation Record	Y	2006	Visual Insp During Install or Repair	Field Inspection Only	Y	4/1/2019	Visual Insp During Install or Repair
000-1307	2432	Lake Cottage Ct	Residential	2432 Lake Cottage Ct	N	P	N	1.25"	2006	P	1.25"	10/27/2016	SF	UNK	O	11/1/2016	Installation Record	Y	2006	Visual Insp During Install or Repair	Field Inspection Only	Y	10/27/2016	Visual Insp During Install or Repair
000-1308	2440	Lake Cottage Ct	Residential	2440 Lake Cottage Ct	N	P	N	1.25"	2006	P	1.25"	8/8/2016	SF	UNK	O	11/1/2016	Installation Record	Y	2006	Visual Insp During Install or Repair	Field Inspection Only	Y	8/8/2016	Visual Insp During Install or Repair
000-1309	2448	Lake Cottage Ct	Residential	2448 Lake Cottage Ct	N	P	N	1.25"	2006	P	1.25"	10/3/2017	SF	UNK	O	10/3/2017	Installation Record	Y	2006	Visual Insp During Install or Repair	Field Inspection Only	Y	10/3/2017	Visual Insp During Install or Repair
000-1320	N8803	Kernan Ave	Residential	N8803 Kernan Ave	N	C	N	1"	2000	P	1"	2000	SF	UNK	CLS	2000	Installation Record	Y	2000	Visual Insp During Install or Repair	Field Inspection Only	Y	2000	Visual Insp During Install or Repair
000-1350	N8807	Kernan Ave	Residential	N8807 Kernan Ave	N	C	N	1"	1984	P	1"	2001	SF	N	C	2001	Installation Record	Y	2001	Visual Insp During Install or Repair	Field Inspection Only	Y	2/27/2024	Cross Connection Survey
000-1370	2455	Kelly Lake Dr	Residential	2455 Kelly Lake Dr	N	C	N	1"	2003	P	1"	2004	SF	N	C	2004	Installation Record	Y	2003	Visual Insp During Install or Repair	Field Inspection Only	Y	1/10/2024	Cross Connection Survey
000-1380	2459	Kelly Lake Dr	Residential	2459 Kelly Lake Dr	N	P	N	1"	2003	P	1"	2/13/2004	SF	UNK	C	2004	Installation Record	Y	2003	Visual Insp During Install or Repair	Field Inspection Only	Y	2/13/2004	Visual Insp During Install or Repair
000-1381	2463	Kelly Lake Dr	Residential	2463 Kelly Lake Dr	N	P	N	1"	3/12/2004	P	1"	3/12/2004	SF	UNK	C	2004	Installation Record	Y	2003	Visual Insp During Install or Repair	Field Inspection Only	Y	3/12/2004	Visual Insp During Install or Repair
000-1390	W6789	Firelane 5	Residential	W6789 Firelane 5	N	C	N	1"	1984	C	1"	11/6/1984	SF	UNK	C	pre-1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	11/6/1984	Visual Insp During Install or Repair
000-1400	W6794	HWY 10 & 114	Residential	W6794 HWY 10 & 114	N	C	N	1"	1984	P	1"	4/5/2002	SF	N	O	pre-1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	2/14/2024	Cross Connection Survey
000-1410	W6781	Firelane 5	Residential	W6781 Firelane 5	N	C	N	1"	1984	C	1"	11/28/1984	SF	UNK	C	1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	11/28/1984	Visual Insp During Install or Repair
000-1450	W6767	Firelane 5	Residential	W6767 Firelane 5	N	C	N	1"	1984	C	1"	11/30/1989	SF	N	C	Post - 1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	8/26/2021	Cross Connection Survey
000-1470	W6759	Firelane 5	Residential	W6759 Firelane 5	N	C	N	1"	1984	C	1"	12/14/1984	SF	N	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	2/26/2024	Cross Connection Survey
000-1480	W6755	Firelane 5	Residential	W6755 Firelane 5	N	C	N	1"	1984	P	1"	10/1/2013	SF	N	O	Post - 1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	4/12/2022	Cross Connection Survey
000-1510	W6751	Firelane 5	Residential	W6751 Firelane 5	N	C	N	1"	1984	P	1"	12/10/1984	SF	N	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	10/26/2021	Cross Connection Survey
000-1520	W6747	Firelane 5	Residential	W6747 Firelane 5	N	C	N	1"	1984	P	1"	11/16/1984	SF	N	CLS	1966	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	1/31/2023	Cross Connection Survey
000-1530	W6741	Firelane 5	Residential	W6741 Firelane 5	N	C	N	1"	1984	P	1"	11/1/2016	SF	UNK	CLS	11/1/2016	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	11/1/2016	Visual Insp During Install or Repair
000-1540	W6717	HWY 10 & 114	Residential	W6717 HWY 10 & 114	N	C	N	1"	1984	P	1"	4/8/2002	SF	N	C	Post - 1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	8/23/2022	Cross Connection Survey
000-1560	W6697	HWY 10 & 114	Residential	W6697 HWY 10 & 114	N	C	N	1"	1984	C	1"	12/19/1984	SF	N	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	10/21/2021	Cross Connection Survey
000-1570	W6691	Firelane 6	Residential	W6691 Firelane 6	N	C	N	1"	1984	C	1"	12/3/1986	SF	N	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	5/17/2019	Cross Connection Survey
000-1580	W6689	Firelane 6	Residential	W6689 Firelane 6	N	C	N	1"	1984	C	1"	12/17/1984	SF	N	CLS	pre-1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	4/25/2022	Cross Connection Survey
000-1590	W6681	Firelane 6	Residential	W6681 Firelane 6	N	C	N	1"	1984	C	1"	5/29/1985	SF	UNK	C	1985	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	1985	Visual Insp During Install or Repair
000-1600	W6675	Firelane 6	Residential	W6675 Firelane 6	N	C	N	1"	1984	C	1"	9/22/1984	SF	UNK	C	1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	9/22/1984	Visual Insp During Install or Repair
000-1607	W6667	Firelane 6	Residential	W6667 Firelane 6	N	C	N	1"	1984	C	1"	10/8/1984	SF	UNK	C	1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	10/8/1984	Visual Insp During Install or Repair
000-1630	W6661	Firelane 6	Residential	W6661 Firelane 6	N	C	N	1"	1984	C	1"	12/12/1984	SF	Y	O	post-1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	5/3/2022	Cross Connection Survey
000-1650	N8690	Firelane 6	Residential	N8690 Firelane 6	N	C	N	1"	1984	C	1"	10/23/1984	SF	N	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	4/20/2021	Cross Connection Survey
000-1660	N8698	Firelane 6	Residential	N8698 Firelane 6	N	C	N	1"	1984	C	1"	post-1984	SF	N	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	9/14/2021	Cross Connection Survey
000-1670	W6657	Firelane 6	Residential	W6657 Firelane 6	N	C	N	1"	1984	P	1"	2002	SF	Y	C	2002	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	1/16/2024	Cross Connection Survey
000-1680	W6650	Firelane 6	Residential	W6650 Firelane 6	N	C	N	1"	1984	P	1"	11/16/1984	SF	N	O	post-1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	10/4/2022	Cross Connection Survey
000-1700	W6645	Firelane 6	Residential	W6645 Firelane 6	N	C	N	1"	1984	C	1"	8/15/1985	SF	N	C	Post - 1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	9/15/2021	Cross Connection Survey
000-1720	W6637	Firelane 6	Residential	W6637 Firelane 6	N	C	N	1"	1984	P	1.25"	9/3/2013	SF	UNK	O	2013	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	9/3/2013	Cross Connection Survey
000-1730	W6629	Firelane 6	Residential	W6629 Firelane 6	N	C	N	1"	1984	C	1"	11/6/1984	SF	UNK	CLS	1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	1984	Visual Insp During Install or Repair
000-1740	W6623	Firelane 6	Residential	W6623 Firelane 6	N	C	N	1"	1984	C	1"	6/25/1985	SF	UNK	C	1985	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	6/25/1985	Visual Insp During Install or Repair
000-1750	W6619	Firelane 6	Residential	W6619 Firelane 6	N	C	N	1"	1984	C	1"	10/26/1984	SF	N	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	10/22/2021	Cross Connection Survey
000-1760	W6615	Firelane 6	Residential	W6615 Firelane 6	N	C	N	1"	1984	P	1"	11/16/1984	SF	N	CLS	pre-1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	4/14/2022	Cross Connection Survey
000-1790	W6611	Firelane 7	Residential	W6611 Firelane 7	N	C	N	1"	1984	C	1"	6/4/1985	SF	UNK	C	1985	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	6/4/1985	Visual Insp During Install or Repair
000-1800	W6607	Firelane 7	Residential	W6607 Firelane 7	N	C	N	1"	1984	C	1"	11/6/1984	SF	N	CLS	pre-1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	5/13/2022	Cross Connection Survey
000-1810	W6604	Firelane 7	Residential	W6604 Firelane 7	N	C	N	1"	1984	C	1"	4/18/1985	SF	N	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	10/19/2021	Cross Connection Survey
000-1811	W6603	Firelane 7	Residential	W6603 Firelane 7	N	C	N	1"	1984	C	1"	11/17/1988	SF	N	C	post-1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	1/12/2024	Cross Connection Survey
000-1820	W6597	Firelane 7	Residential	W6597 Firelane 7	N	C	N	1"	1984	C	1"	11/2/1984	SF	UNK	C	1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	1984	Visual Insp During Install or Repair
000-1830	W6593	Firelane 7	Residential	W6593 Firelane 7	N	C	N	1"	1984	C	1"	11/16/1984	SF	N	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	3/26/2021	Cross Connection Survey
000-1840	W6594	Firelane 7	Residential	W6594 Firelane 7	N	C	N	1"	1984	C	1"	11/16/1984	SF	N	CLS	pre-1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	4/8/2022	Cross Connection Survey
000-1860	W6589	Firelane 7	Residential	W6589 Firelane 7	N	C	N	1"	1984	C	1"	10/29/1984	SF	UNK	CLS	1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	10/29/1984	Visual Insp During Install or Repair
000-1870	W6582	Firelane 7	Residential	W6582 Firelane 7	N	C	N	1"	1984	C	1"	11/2/1984	SF	N	CLS	1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	8/26/2021	Cross Connection Survey
000-1871	N8687	Firelane 7	Residential	N8687 Firelane 7	N	C	N	1"	1984	C	1"	1/21/1992	SF	N	C	Post - 1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	8/27/2021	Cross Connection Survey
000-1880	W6579	Firelane 7	Residential	W6579 Firelane 7	N	C	N	1"	1984	P	1"	11/20/1984	SF	N	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	8/26/2021	Cross Connection Survey
000-1890	W6583	Firelane 7	Residential	W6583 Firelane 7	N	C	N	1"	1984	C	1"	11/5/1984	SF	N	CLS	pre-1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	5/4/2022	Cross Connection Survey
000-1900	W6573	Firelane 7	Residential	W6573 Firelane 7	N	C	N	1"	1984	P	1"	12/22/2003	SF	N	C	Post - 1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	8/26/2021	Cross Connection Survey
000-1920	W6567	Firelane 8	Residential	W6567 Firelane 8	N	C	N	1"	1984	C	1"	5/1/1985	SF	N	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	9/7/2021	Cross Connection Survey
000-1940	W6559	Firelane 8	Residential	W6559 Firelane 8	N	C	N	1"	1984	C	1"	5/24/1985	SF	N	CLS	pre-1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	8/16/2022	Cross Connection Survey
000-1950	W6555	Firelane 8	Residential	W6555 Firelane 8	N	C	N	1"	1984	C	1"	10/16/1984	SF	N	CLS	Pre - 1982	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	8/20/2021	Cross Connection Survey
000-1960	W6551	Firelane 8	Residential	W6551 Firelane 8	N	C	N	1"	1984	C	1"	10/16/1984	SF	UNK	CLS	1984	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	10/16/1984	Visual Insp During Install or Repair
000-1970	W6549	Firelane 8	Residential	W6549 Firelane 8	N	C	N	1"	1984	C	1"	6/14/1985	SF	UNK	C	1985	Installation Record	Y	1984	Visual Insp During Install or Repair	Field Inspection Only	Y	6/14/1985	Visual Insp During Install or Repair

October 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
- 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. Coordination with CN Railroad and permitting will continue after bids are received and evaluated.

   During the Pre-Bid meeting for the subject project held on September 25, 2024, contractors noted that replacing the forcemain by open-cut excavation without a temporary easement from North Shore Golf Club would be more difficult and would require a longer time frame for construction. Representatives of Harrison Utilities, Martenson & Eisele, Inc. and North Shore Golf Club met on-site on October 8, 2024 to discuss the project. A memo and exhibit explaining the project and requesting temporary or permanent easements was provided to the North Shore Golf Club Board of Directors for their consideration on October 22, 2024. The bid date has been extended to November 6, 2024.

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
October 17, 2024

HU = Harrison Utilities
DTHU - Delivered to Harrison Utilities

Martenson & Eisele, Inc.
Plan It. Design It. Build It.
Planning - Environmental - Surveying - Engineering - Architecture

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

Village of HARRISON
WHERE OPPORTUNITY LIVES

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 Project Number	Designer	M&E Plan Review Status	S & W Construct. Status	Record Drawings Status	Accept Binder to HU	CAD	Systems Map Update Status	Additional Comments
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	Contractor expected to contact TVZ for walk-through and provide remaining close-out items.
Breezy Meadows		Vans	Midway Rd and Lake Park Rd.	Harrison	Resid. Subdiv.	1-0038-069	Davel Eng.	Complete	Current	Pending	N	N	Future	M&E completed plan review and provided recommendation of approval on August 13, 2024.
			Parcel 46188 and 43840											Currently under construction.
Cedar View		Kent Gross	W. of Lilac Road, S. of Manitowoc	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.
			Parcel 33418 and 33408											Revised plan review and M&E recommendation of approval on October 9, 2024.
														Developer's Agreement completed 9/6/2024

Future Projects Development Name	Phase	Developer Name	Location	Municipality	Development Type	M&E Project Number	Designer	M&E Plan Review Status	S & W Construct. Status	Record Drawings Status	Accept Binder to HU	CAD	Systems Map Update Status	Additional Comments
Harrison Heights	3	DeWitt Dev. LLC	E/O Creekside Estates	Harrison	Resid. Subdiv.									
			Across Hwy 10 from Zirbel Dr.											

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Vicki Tessen, Treasurer

Meeting Date:
October 29, 2024

Title:
Bills and Claims - September 2024

Issue:
Does the Board wish to approve the bills and claims for September?

Background and Additional Information:

Budget Impacts:

Recommended Action:
Approve the September bills and claims for the Village and Utilities accounts

Attachments:

- Bills and Claims - September.pdf

10/18/2024 7:57 AM Reprint Check Register - Full Report - ALL Page: 1
ACCT

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee			Amount
EFT	9/04/2024	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			395494		
				Total	245.33
EFT	9/03/2024	DELTA DENTAL			
CLERK MANAGER OFFICE ASST SEP				Manual Check	
100-02-51400-200-000	Gen. Admin - Benefits				554.21
CLERK MANAGER OFFICE ASST SEP			2194402		
100-09-53311-200-000	Hwy Dept - Benefits				842.89
HWY DEPT SEP			2194402		
100-01-51101-200-000	Planning - Benefits				0.00
PLANNER SEP			2194402		
100-06-52200-200-000	Fire Dept - Benefits				120.57
FIRE SEP			2194402		
100-00-14500-000-000	Due from Special Purpose Dist.				482.28
UTILITIES SEP 2024 DELTA DENTAL			833435		
				Total	1,999.95
EFT	9/09/2024	CHARTER COMMUNICATIONS- 78401			
SERVICE PERIOD 8/24-9/23				Manual Check	
100-02-51400-400-006	Gen. Admin - Service Contracts				119.99
SERVICE PERIOD 8/24-9/23			153078401082124		
				Total	119.99
EFT	9/09/2024	CHARTER COMMUNICATIONS- 97501			
SERVICE PERIOD 8/24-9/23				Manual Check	
100-02-51400-400-006	Gen. Admin - Service Contracts				131.98
SERVICE PERIOD 8/24-9/23			152897501082124		
				Total	131.98
EFT	9/09/2024	CHARTER COMMUNICATIONS- 78701			
ACC 153078701 SERVICE 8/24-9/23				Manual Check	
100-02-51400-400-006	Gen. Admin - Service Contracts				359.93
ACC 153078701 SERVICE 8/24-9/23			153078701082124		
				Total	359.93
EFT	9/09/2024	WI DEPT OF REVENUE			
ADD TERRITORY AMENDMENT				Manual Check	

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee		Amount
405-00-51510-000-000	Administrative Costs - TID #5			1,000.00
ADD TERRITORY AMENDMENT				
			Total	1,000.00
EFT	9/10/2024	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
EFT	9/11/2024	UNITED HEALTHCARE		
SHOP SEP 2024 HEALTH INSURANCE			Manual Check	
100-09-53311-200-000	Hwy Dept - Benefits			12,106.43
SHOP SEP 2024 HEALTH INSURANCE		890630292669		
100-02-51400-200-000	Gen. Admin - Benefits			9,980.07
OFFICE SEP 2024 HEALTH INSURANCE		890630292669		
100-01-51101-200-000	Planning - Benefits			0.00
PLANNER SEP 2024 HEALTH INSURANCE		890630292669		
100-06-52200-200-000	Fire Dept - Benefits			1,999.10
FIRE SEP 2024 HEALTH INSURANCE		890630292669		
100-00-14500-000-000	Due from Special Purpose Dist.			4,796.74
UTILITIES SEP 2024 HEALTH INSURANCE		890630292669		
			Total	28,882.34
EFT	9/03/2024	INTERNAL REVENUE SERVICE-PAYROLL TAXES		
EMPLOYEE SOCIAL SECURITY 8/29/24			Manual Check	
100-00-21020-000-000	Social Security Taxes Payable			3,947.82
EMPLOYEE SOCIAL SECURITY 8/29/24				
100-00-21020-000-000	Social Security Taxes Payable			923.28
EMPLOYEE MEDICARE 8/29/24				
100-00-21020-000-000	Social Security Taxes Payable			3,947.82
EMPLOYER LIABILITY SOCIAL SEC 8/29/24				
100-00-21020-000-000	Social Security Taxes Payable			923.28
EMPLOYER LIABILITY MEDICARE 8/29/24				
100-00-21030-000-000	U.S. Withholding Taxes Payable			4,574.89
FED INCOME TAXES 8/29/24				
			Total	14,317.09
EFT	9/09/2024	WI DEPT OF REVENUE-PAYROLL TAXES		
STATE TAXES WT-6 FOR PAYROLL 8/29/24			Manual Check	

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee		Amount
100-00-21040-000-000	State Withholding Tax Payable			2,454.02
STATE TAXES WT-6 FOR PAYROLL 8/29/24				
			Total	2,454.02
EFT	9/03/2024	MERCHANT CHOICE CARD SERVICES		
8/1 -8/31 CREDIT CARD PROCESSING FEES			Manual Check	
100-02-51400-400-006	Gen. Admin - Service Contracts			112.00
8/1 -8/31 CREDIT CARD PROCESSING FEES				
			Total	112.00
EFT	9/16/2024	PITNEY BOWES BANK INC RESERVE ACCOUNT		
ACH			Manual Check	
100-02-51400-400-005	Gen. Admin - Postage			1,000.00
ADDING MONEY POSTAGE ACCOUNT 15025158				
			Total	1,000.00
EFT	9/16/2024	CHARTER COMMUNICATIONS- 82914		
INTERNET SERVICE PERIOD 8/25-9/24			Manual Check	
100-00-55200-000-000	Parks - Maint. and Utilities			84.98
INTERNET SERVICE PERIOD 8/25-9/24		82914082524		
			Total	84.98
EFT	9/20/2024	WISCONSIN DNR- ENVIRONMENTAL FEES		
STORMWATER FEES			Manual Check	
230-00-53441-200-000	Stormwater Plan / Munic Fees			1,000.00
STORMWATER FEES		408014310-2024-1		
			Total	1,000.00
EFT	9/17/2024	VERIZON WIRELESS		
IPAD FOR STATION 60			Manual Check	
100-06-52200-500-022	Fire Station 60 - Telephone			10.16
IPAD FOR STATION 60		9972451735		
100-07-52200-500-022	Fire Station 70 - Telephone			10.16
IPAD FOR STATION 70		9972451735		
100-02-51400-400-006	Gen. Admin - Service Contracts			27.65
PLAN ACCOUNT CHARGES 8/27-9/26		9972451735		
			Total	47.97
EFT	9/23/2024	RELIANCE STANDARD LIFE INSURANCE COMPANY		
OCT 2024 LIFE & DISABILITY HWY DEPT			Manual Check	

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee		Amount
100-09-53311-200-000		Hwy Dept - Benefits		346.74
OCT 2024 LIFE & DISABILITY HWY DEPT				
100-02-51400-200-000		Gen. Admin - Benefits		286.08
OCT 2024 LIFE & DISABILITY OFFICE				
100-01-51101-200-000		Planning - Benefits		42.90
OCT 2024 LIFE & DISABILITY PLANNER				
100-06-52200-200-000		Fire Dept - Benefits		62.36
OCT 2024 LIFE & DISABILITY FIRE				
			Total	738.08
EFT	9/12/2024	WI DEFERRED COMP		
UTILITIES DEF COMP PAYROLL 9/12/24			Manual Check	
100-00-21525-000-000		Wisc Deferred Comp Payable		430.00
UTILITIES DEF COMP PAYROLL 9/12/24				
100-00-21525-000-000		Wisc Deferred Comp Payable		825.00
VILLAGE DEF COMP PAYROLL 9/12/24				
			Total	1,255.00
EFT	9/16/2024	INTERNAL REVENUE SERVICE-PAYROLL TAXES		
EMPLOYEE SOCIAL SECURITY 9/12/24			Manual Check	
100-00-21020-000-000		Social Security Taxes Payable		3,550.90
EMPLOYEE SOCIAL SECURITY 9/12/24				
100-00-21020-000-000		Social Security Taxes Payable		830.46
EMPLOYEE MEDICARE 9/12/24				
100-00-21020-000-000		Social Security Taxes Payable		3,550.90
EMPLOYER LIABILITY SOCIAL SEC 9/12/24				
100-00-21020-000-000		Social Security Taxes Payable		830.46
EMPLOYER LIABILITY MEDICARE 9/12/24				
100-00-21030-000-000		U.S. Withholding Taxes Payable		4,087.59
FED INCOME TAXES 9/12/24				
			Total	12,850.31
EFT	9/24/2024	WI DEPT OF REVENUE-PAYROLL TAXES		
STATE TAXES WT-6 FOR PAYROLL 9/12/24			Manual Check	
100-00-21040-000-000		State Withholding Tax Payable		2,217.62
STATE TAXES WT-6 FOR PAYROLL 9/12/24				
			Total	2,217.62
EFT	9/23/2024	FSA DEPENDENT CARE ACCOUNT		
B BARLOW 2024 FSA DEP CARE REIMBURSEMENT			Manual Check	

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee		Amount
100-00-21045-000-000		Health Insurance Payable		192.30
B BARLOW 2024 FSA DEP CARE REIMBURSEMENT				
			Total	192.30
EFT	9/30/2024	INTERNAL REVENUE SERVICE-PAYROLL TAXES		
EMPLOYEE SOCIAL SECURITY 9/26/24			Manual Check	
100-00-21020-000-000		Social Security Taxes Payable		3,495.24
EMPLOYEE SOCIAL SECURITY 9/26/24				
100-00-21020-000-000		Social Security Taxes Payable		817.42
EMPLOYEE MEDICARE 9/26/24				
100-00-21020-000-000		Social Security Taxes Payable		3,495.24
EMPLOYER LIABILITY SOCIAL SEC 9/26/24				
100-00-21020-000-000		Social Security Taxes Payable		817.42
EMPLOYER LIABILITY MEDICARE 9/26/24				
100-00-21030-000-000		U.S. Withholding Taxes Payable		4,115.71
FED INCOME TAXES 9/26/24				
			Total	12,741.03
EFT	9/26/2024	WI DEFERRED COMP		
UTILITIES DEF COMP PAYROLL 9/26/24			Manual Check	
100-00-21525-000-000		Wisc Deferred Comp Payable		430.00
UTILITIES DEF COMP PAYROLL 9/26/24				
100-00-21525-000-000		Wisc Deferred Comp Payable		825.00
VILLAGE DEF COMP PAYROLL 9/26/24				
			Total	1,255.00
EFT	9/30/2024	WE ENERGIES		
ACCT 0716666446-00001 FIRE DEPT #2 ELEC			Manual Check	
100-07-52200-500-020		Fire Station 70 - Electric		207.95
ACCT 0716666446-00001 FIRE DEPT #2 ELEC				
100-00-53420-004-000		Street Lighting - HAA		830.48
ACCT 0716666446-00003 General Lights				
100-00-53420-001-000		Street Lighting - North Shore		15.39
ACCT 0716666446-3 NorthShore Golf Course				
100-00-53420-006-000		Street Lighting - NS Woods		93.87
ACCT 0716666446-3 NorthShore Woods Sub.				
100-00-53420-000-000		Street Lighting - General		72.04
ACCT 0716666446-00003 Harrisville Court				

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
100-00-51600-500-021		Municipal Bldg - Heat	31.76
ACCT 0716666446-00004 HALL/SHOP GAS HEAT			
100-00-55200-000-000		Parks - Maint. and Utilities	308.53
ACCT 0716666446-6 COMMUNITY PARK LIGHTS			
100-09-53311-500-020		Hwy Dept - Electric	706.93
ACCT 0716666446-00007 ELECTRIC SHOP 60%			
100-00-51600-500-020		Municipal Bldg - Electric	471.28
ACCT 0716666446-00007 TOWN HALL ELEC 40%			
100-06-52200-500-021		Fire Station 60 - Heat	11.82
ACCT 0716666446-00008 FIRE DEPT #1 HEAT			
100-00-53420-000-000		Street Lighting - General	327.00
ACCT 0716666446-9 LED STREET LIGHTING			
100-00-55200-000-000		Parks - Maint. and Utilities	77.38
ACCT 0716666446-00010 Shelter-Noe Road			
100-07-52200-500-021		Fire Station 70 - Heat	30.39
ACCT 0716666446-00011 FIRE DEPT #2 GAS			
100-00-55200-000-000		Parks - Maint. and Utilities	17.23
ACCT0716666446-12 COMMPARK SPECIALEVENTS			
100-06-52200-500-020		Fire Station 60 - Electric	187.40
ACCT 0716666446-00013 FIRE DEPT #1 ELEC			
100-00-53635-100-000		Compost Site	18.97
ACCT 0716666446-00016 YARD WASTE			
100-00-53420-000-000		Street Lighting - General	0.00
SERVICE CREDIT			
		Total	3,408.42
EFT	9/30/2024	WISCONSIN EMPLOYEE TRUST FUND (ETF)	
VOH RETIREMENT AUG		Manual Check	
100-00-21520-000-000		Wisconsin Retirement Payable	16,975.25
VOH RETIREMENT AUG		311754	
100-00-21520-000-000		Wisconsin Retirement Payable	5,838.68
UTILITIES RETIREMENT AUG		311754	
		Total	22,813.93
EFT	9/30/2024	WISCONSIN EMPLOYEE TRUST FUND (ETF)	
VOH RETIREMENT SEP		Manual Check	
100-00-21520-000-000		Wisconsin Retirement Payable	10,710.84
VOH RETIREMENT SEP		311658	

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee		Amount
100-00-21520-000-000		Wisconsin Retirement Payable		3,895.22
UTILITIES RETIREMENT SEP			311658	
			Total	14,606.06
15597	9/04/2024	BATTERIES PLUS LLC		
P75431875				
100-06-52200-400-000		Fire Dept - Supplies/Services		123.12
FROM 8/26/24 BATTERIES			P75431875	
			Total	123.12
15598	9/04/2024	BOUND TREE MEDICAL LLC		
85462007, 85468528				
100-08-52300-000-000		1st Responders - Operating Exp		1,687.06
FROM 8/22/24 GLOVES, BANDAGES, GAUZE			85462007	
100-08-52300-000-000		1st Responders - Operating Exp		71.95
FROM 8/28/24 SAFETY LANCETS			85468528	
			Total	1,759.01
15599	9/04/2024	CALUMET COUNTY TREASURER-SHERIFFS DEPT CONTRA		
136				
100-00-52100-000-000		Law Enforcement - Contract		71,846.47
AUGUST 2024			136	
			Total	71,846.47
15600	9/04/2024	FERGUSON WATERWORKS #1476		
421030-1				
230-00-53441-000-000		Storm Sewer Maint / Ponds		20.00
FROM 8/14/24 UNIV LCK OUT ADPT			421030-1	
			Total	20.00
15601	9/04/2024	FRANKS RADIO SERVICE INC		
125914				
100-06-52200-700-000		Fire Dept - Equip Maintenance		177.84
FROM 8/26/24 APX CHARGER			125914	
			Total	177.84
15602	9/04/2024	GFL ENVIRONMENTAL		
U30000156261				
100-00-53620-000-000		Refuse and Garbage Services		33,223.54
RES TRASH FOR AUG			U30000156261	

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee		Amount
100-00-53635-000-000	Recycling Services			22,139.85
RES RECYCLING FOR AUG		U30000156261		
100-00-53620-000-000	Refuse and Garbage Services			89.59
COMMERCIAL TRASH DUMPSTER VHALL AUG		U30000156261		
100-00-53635-000-000	Recycling Services			61.13
COMMERCIAL RECYCLING DUMPSTER VHALL AUG		U30000156261		
100-00-53620-000-000	Refuse and Garbage Services			0.00
DAMAGED CARTS		N/A		
100-00-53620-000-000	Refuse and Garbage Services			0.00
FUEL SURCHARGE RESIDENT PICKUP		NA		
100-00-53620-000-000	Refuse and Garbage Services			32.72
FUEL SURCHARGE VILLAGE HALL PICKUP		U30000156261		
100-00-53620-000-000	Refuse and Garbage Services			0.00
CONTAMINATION CHRG -		NA		
100-00-53620-000-000	Refuse and Garbage Services			50.00
BULKY ITEM PICKUP - W6046 ZINNIA DR		U30000156261		
100-00-53620-000-000	Refuse and Garbage Services			0.00
FALL YARD PICKUP		NA		
100-00-53620-000-000	Refuse and Garbage Services			25.00
BULKY ITEM PICKUP - W6046 ZINNIA DR		U30000156261		
100-00-53620-000-000	Refuse and Garbage Services			0.00
SPRING YARD PICKUP		NA		
100-00-53620-000-000	Refuse and Garbage Services			0.00
BULKY ITEM PICKUP -		NA		
100-00-53620-000-000	Refuse and Garbage Services			0.00
BULKY ITEM PICKUP -		NA		
100-00-53620-000-000	Refuse and Garbage Services			0.00
BULKY ITEM PICKUP -		NA		
			Total	55,621.83
15603	9/04/2024	HIGHWAY LANDSCAPERS INC		
9942-2771				
402-00-56700-000-000	Site Preparation - TID #2			265.00
FROM 8/22/24 SILT SOCK		9942-2771		
			Total	265.00
15604	9/04/2024	KAATS WATER CONDITIONING INC		
57554TN, 57895TN				

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee			Amount
100-09-53311-400-000	Hwy Dept - Supplies				30.27
CHARGES FROM 8/13/24			57554TN		
100-09-53311-400-000	Hwy Dept - Supplies				25.10
CHARGES FROM 8/27/24			57895TN		
				Total	55.37
15605	9/04/2024	KEN MADER CONSTRUCTION			
ESCROW RETURN W5522 TONYS WAY					
100-00-21060-000-000	Building Escrows Payable				1,500.00
ESCROW RETURN W5522 TONYS WAY					
				Total	1,500.00
15606	9/04/2024	LEXINGTON HOMES INC			
ESCROW RETURNS W6559 & W6569 STEAMBOAT					
100-00-21060-000-000	Building Escrows Payable				1,500.00
ESCROW RETURN W6559 STEAMBOAT LN					
100-00-21060-000-000	Building Escrows Payable				1,500.00
ESCROW RETURN W6569 STEAMBOAT LN					
				Total	3,000.00
15607	9/04/2024	LINDE GAS & EQUIPMENT INC			
44758837					
100-09-53311-400-000	Hwy Dept - Supplies				38.20
FROM 8/21/24 CYLINDER RENT			44758837		
				Total	38.20
15608	9/04/2024	LTTJ PROPERTIES LLC			
ESCROW RETURN N9350 VARSITY LN					
100-00-21060-000-000	Building Escrows Payable				1,500.00
ESCROW RETURN N9350 VARSITY LN					
				Total	1,500.00
15609	9/04/2024	MCC, INC			
355164					
402-00-56700-000-000	Site Preparation - TID #2				592.60
FROM 8/17/24 TRACKING PAD MATERIALS			355164		
				Total	592.60
15610	9/04/2024	POMP'S TIRE SERVICE INC.			
320155750					

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee		Amount
100-09-53311-600-600	Hwy Dept - Vehicle Maintenance			729.02
FROM 8/26/24 UNIT #20 HANK AM15		320155750		
			Total	729.02
15611	9/04/2024	RED POWER DIESEL SERVICE INC		
4902				
100-06-52200-600-000	Fire Dept - Vehicle Maint.			1,248.47
FROM 8/16/24 BALL VALVE REPAIR		4902		
			Total	1,248.47
15612	9/04/2024	SERVICEMASTER BUILDING MAINTENANCE		
45672				
100-02-51400-400-006	Gen. Admin - Service Contracts			1,083.00
FROM 9/1/24 JANITORIAL SEPTEMBER		45672		
			Total	1,083.00
15613	9/04/2024	SHERWOOD WATER & SEWER		
ACCT 000-3055-00, 000-3050-00				
100-06-52200-500-023	Fire Station 60 - Water/Sewer			180.18
ACCOUNT NUMBER 000-3055-00 STATION 60				
100-06-52200-500-023	Fire Station 60 - Water/Sewer			81.46
ACCOUNT NUMBER 000-3050-00 TOWN				
			Total	261.64
15614	9/04/2024	TRUGREEN LIMITED PARTNERSHIP		
199081187				
100-00-55200-000-000	Parks - Maint. and Utilities			620.25
FROM 8/27 FARMERS FIELD LAWN SERVCE		199081187		
			Total	620.25
15617	9/11/2024	ACCURATE FULL SERVICE VEHICLE CENTER		
2409855				
100-09-53311-600-600	Hwy Dept - Vehicle Maintenance			907.01
FROM 8/19/24 2009 F550 TIE ROD ENDS		2409855		
			Total	907.01
15618	9/11/2024	AL DIX CONCRETE INC		
09/04/2024				
100-09-53430-000-000	Hwy Dept - Sidewalk Maint			20,227.50
FRM 9/4/24 ADA IMPROV CURB RAMPS VAR SUB				

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee		Amount
			Total	20,227.50
15619	9/11/2024	BIRSCHBACH INSPECTION SERVICE INC		
BUILDING INSPECTIONS FOR AUGUST 2024				
100-00-52400-000-000	Building Inspector - Contract			11,080.00
BUILDING INSPECTIONS FOR AUGUST 2024				
			Total	11,080.00
15620	9/11/2024	BOBCAT PLUS		
IG56239				
100-09-53311-700-000	Hwy Dept - Equip Maintenance			558.65
FROM 8/27/24 KIT BLADE		IG56239		
			Total	558.65
15621	9/11/2024	BOUND TREE MEDICAL LLC		
85470204, 85473208				
100-08-52300-000-000	1st Responders - Operating Exp			492.90
FROM 8/29/24 CYLINDER RACK,TOGGLE,OXYGEN		85470204		
100-08-52300-000-000	1st Responders - Operating Exp			71.52
FROM 9/3/24 CURAPLEX COLD PACKS		85473208		
			Total	564.42
15622	9/11/2024	BROOKS TRACTOR INC - SUN PRAIRIE		
R31516, R31524				
402-00-56700-000-000	Site Preparation - TID #2			2,900.00
FROM 8/22/24 RENTAL JD EXC, TREN BKT		R31516		
402-00-56700-000-000	Site Preparation - TID #2			2,900.00
FROM 8/29/24 RENTAL JD EXC, TREN BKT		R31524		
			Total	5,800.00
15623	9/11/2024	CALUMET COUNTY TREASURER		
103				
100-00-12010-000-000	Current Prop. Taxes Receivable			2,274.53
FAILED LOTTERY CREDIT PYMNTS 2023TAXROLL				
			Total	2,274.53
15624	9/11/2024	FERGUSON WATERWORKS #1476		
425683				
100-09-53311-900-000	Hwy Dept - Road Maintenance			235.07
FROM 8/26/24 NON ROK SAN LID		425683		

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee		Amount
			Total	235.07
15625	9/11/2024	FRANKS RADIO SERVICE INC		
125966				
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance		934.00
FROM 9/3/24 MOTO PORTABLE RADIO		125966		
			Total	934.00
15626	9/11/2024	GORDON FLESCH CO. INC		
IN14830727				
100-02-51400-400-006		Gen. Admin - Service Contracts		477.50
BILL PERIOD 7/29-8/29/24 IMAGES		IN14830727		
			Total	477.50
15627	9/11/2024	GRUETT'S		
36942P				
100-09-53311-700-000		Hwy Dept - Equip Maintenance		305.73
FROM 8/26/24 2022 FER MOWER REPAIR		36942P		
			Total	305.73
15628	9/11/2024	HARRISON UTILITIES		
000-2781-00				
100-07-52200-500-023		Fire Station 70 - Water/Sewer		78.04
ACCOUNT 000-2781-00				
			Total	78.04
15629	9/11/2024	JOE'S POWER CENTER INC		
169347, 174170				
100-09-53311-700-000		Hwy Dept - Equip Maintenance		1,191.17
FROM 8/8/24 CUB CADET RIDER REPAIR		169347		
100-09-53311-700-000		Hwy Dept - Equip Maintenance		124.96
FROM 8/27/24 ENGINE OIL, CHAIN, B&C OIL		174170		
			Total	1,316.13
15630	9/11/2024	LEXINGTON HOMES INC		
GRADING ESCROW RETURN W6559 STEAMBOAT				
100-00-21060-000-000		Building Escrows Payable		1,500.00
GRADING ESCROW RETURN W6559 STEAMBOAT				
			Total	1,500.00

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee		Amount
15631	9/11/2024	MEGHAN WINKLER		
REIMB MILEAGE MISC,HR,CLERKS INST & CONF				
100-02-51400-305-000	Gen. Admin - Training/Conf.			242.34
REIMB MILEAGE MISC,HR,CLERKS INST & CONF				
100-00-51440-200-000	Elections - Expenses/Training			34.17
REIMB MILEAGE CARE PARTNERS,CTR,OUT CTY				
			Total	276.51
15632	9/11/2024	MIDWEST WORKWEAR		
SI-121083				
100-09-53311-400-000	Hwy Dept - Supplies			144.50
FROM 8/20/24 CLOTHING R KOEPKE		SI-121083		
			Total	144.50
15633	9/11/2024	NICOLET NATIONAL BANK		
CORP 233893 ACCT 8831				
201-00-57220-000-000	Capital Outlay - Park Impact			1,520.03
FROM 8/2 BARCO BENCH MEMORIAL HARTZHEIM				
100-00-51100-500-022	Village Board - Telephone			142.92
FROM 8/12 AMAZON TRUSTEES PHONE CASES				
100-02-51400-400-000	Gen. Admin - Supplies			75.73
FROM 8/14 OUTPOST MTG SHERWOOD ADMINSTR				
100-02-51400-400-000	Gen. Admin - Supplies			19.99
FROM 8/22 GANNETT DIGITAL ACCESS				
100-00-51440-400-000	Elections - Supplies			132.16
FROM 8/4 AMAZON ELECTION SUPPLIES/SNACKS				
100-02-51400-400-000	Gen. Admin - Supplies			34.13
FROM 8/4 AMAZON OFFICE SUPPLIES				
100-02-51400-800-000	Gen. Admin - Publications			440.00
FROM 8/6 WICPA FINANCE DIRECTOR POSTING				
100-00-51440-400-000	Elections - Supplies			46.53
FROM 8/11 WALMART ELECTION FOOD				
100-09-53311-400-000	Hwy Dept - Supplies			35.75
FROM 8/18 AMAZON CONTRACTOR CLIPBOARD				
100-09-53311-400-000	Hwy Dept - Supplies			35.75
FROM 8/18 AMAZON CONTRACTOR CLIPBOARD				
100-02-51400-400-000	Gen. Admin - Supplies			20.99
FROM 8/23 ADOBE ACROBAT PRO OFFICE COM				

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee		Amount
100-09-53311-400-000		Hwy Dept - Supplies		242.64
FROM 7/31 SCHEELS COOLER				
100-09-53311-400-000		Hwy Dept - Supplies		20.99
FROM 8/3/24 ADOBE ACROBAT PRO CODE ENF				
100-00-55200-000-000		Parks - Maint. and Utilities		9.00
FROM 8/8/24 REVEAL XTRA AUG 8 -SEP 8				
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance		612.00
FRM 8/15 MICRODYNAMIC DIST MEASURE INSTR				
100-09-53311-400-000		Hwy Dept - Supplies		104.45
FROM 8/22/24 FLEET FARM JOBSITE FAN				
100-09-53311-903-000		Hwy Dept - Salt & Sand		856.67
FROM 8/27/24 TITAN PUMP FOR PRE WET				
100-06-52200-400-000		Fire Dept - Supplies/Services		7.39
FROM 8/14/24 USPS POSTAGE				
100-06-52200-400-000		Fire Dept - Supplies/Services		57.35
FRM 8/22 WALMART KLEENEX,TOWEL,WD40,GARB				
100-06-52200-400-000		Fire Dept - Supplies/Services		90.04
FROM 8/22 CROWN AWARDS SERVICE PLAQUE				
100-06-52200-400-000		Fire Dept - Supplies/Services		4.49
FROM 8/22 MENARDS OUTLET				
100-06-52200-400-000		Fire Dept - Supplies/Services		1,014.56
FROM 8/26 OFFICEMAX TONER				
100-08-52300-000-000		1st Responders - Operating Exp		96.90
FROM 8/29 AMAZON STETHOSCOPE				
			Total	5,620.46
15634	9/11/2024	PITNEY BOWES BANK INC RESERVE ACCOUNT		
RESERVE ACCOUNT 15025158				
100-02-51400-400-005		Gen. Admin - Postage		3,000.00
ADDING MONEY POSTAGE ACCOUNT 15025158				
			Total	3,000.00
15635	9/11/2024	RIESTERER & SCHNELL INC - Pulaski		
2679960				
100-09-53311-700-000		Hwy Dept - Equip Maintenance		595.20
FROM 8/27/24 GREASE 2679960				
			Total	595.20

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee			Amount
15636	9/11/2024	S & A SEPTIC SERVICES			
1508					
100-09-53311-505-000	Hwy Dept - Building Maint				130.00
PUMP HOLDING TANK 8/9/24		1508			
100-09-53311-505-000	Hwy Dept - Building Maint				260.00
PUMP HOLDING TANKS 8/16/24		1508			
100-09-53311-505-000	Hwy Dept - Building Maint				130.00
PUMP HOLDING TANK 8/21/24		1508			
100-09-53311-505-000	Hwy Dept - Building Maint				260.00
PUMP HOLDING TANKS 8/27/24		1508			
				Total	780.00
15637	9/11/2024	SCHMIDT BROS CUSTOM HOMES INC			
GRADING ESCROW RETURN W5591 GREY DR					
100-00-21060-000-000	Building Escrows Payable				1,500.00
GRADING ESCROW RETURN W5591 GREY DR					
				Total	1,500.00
15638	9/11/2024	SERWE IMPLEMENT MUNICIPAL SALES LLC			
11422, 11423					
100-09-53311-700-000	Hwy Dept - Equip Maintenance				1,437.75
FROM 8/26/24 DUCT HOSE, FLAIL, V-BELT		11422			
100-09-53311-600-600	Hwy Dept - Vehicle Maintenance				387.85
FROM 8/26/24 SERVICE KIT B 500H		11423			
				Total	1,825.60
15639	9/11/2024	STAPLES			
6010398825					
100-02-51400-400-000	Gen. Admin - Supplies				112.71
OFFICE SUPPLIES 8/28/24		6010398825			
				Total	112.71
15640	9/11/2024	ULINE			
179303802, 179634560 CREDIT					
100-09-53311-505-000	Hwy Dept - Building Maint				590.25
FROM 6/12/24 BUBBLE BAG-RETURNED		179303802			
100-09-53311-505-000	Hwy Dept - Building Maint				-552.00
FROM 6/19/24 RETURN OF BUBBLE BAG		179634560			
				Total	38.25

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee		Amount
15641	9/11/2024	WI DEPT OF JUSTICE		
ACCT G2028				
100-02-51400-400-000	Gen. Admin - Supplies			42.00
ACCT G2028 8/1-8/31 5 BARTENDR,1 SOLICTR				
100-06-52200-400-000	Fire Dept - Supplies/Services			21.00
ACCT G2028 8/1-8/31 3 FIREFIGHTERS				
			Total	63.00
15642	9/18/2024	BOLDPATH CONSULTING LLC		
1017				
100-02-51400-400-006	Gen. Admin - Service Contracts			500.00
COMPENSATION ANALYSIS CLERK, FIN DIR 1017				
			Total	500.00
15643	9/18/2024	CESA 10		
2002500274				
100-02-51400-400-006	Gen. Admin - Service Contracts			1,500.00
MSDS ONLINE HEALTH & SAFETY 2024-25 2002500274				
			Total	1,500.00
15644	9/18/2024	CORPORATE NETWORK SOLUTIONS, INC		
77164, 77210				
100-02-51400-400-006	Gen. Admin - Service Contracts			2,400.00
BARRACUDA FOR OFFICE 365 ANNUAL SUBSCRIP 77164				
100-02-51400-400-000	Gen. Admin - Supplies			120.00
FROM 9/13 REPLACE UPS BATTERY CARTRIDGE 77210				
			Total	2,520.00
15645	9/18/2024	GFC LEASING - WI		
I00953784				
100-02-51400-400-006	Gen. Admin - Service Contracts			274.96
COVERAGE PERIOD 10/05/24 - 11/04/24 I00953784				
			Total	274.96
15646	9/18/2024	GOLD CROSS AMBULANCE SERVICE		
8643				
100-08-52300-000-000	1st Responders - Operating Exp			390.00
FROM 9/16/24 MEDICAL SUPPLY-EPI VIALS 8643				
			Total	390.00

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee			Amount
15647	9/18/2024	HORN FORD			
ORDER NO 2450					
240-00-51400-000-000	ARPA Expenses				59,852.50
2024 FORD F150 TREMOR TRUCK			2450		
				Total	59,852.50
15648	9/18/2024	JEFFERSON FIRE & SAFETY			
IN317981					
100-06-52200-400-000	Fire Dept - Supplies/Services				49.15
FROM 9/3/24 CONWAY SHIELD 6" PASSPORT			IN317981		
				Total	49.15
15649	9/18/2024	JFTCO INC JOHN FABICK TRACTOR CO			
RIAP00016501 142765-01					
402-00-56700-000-000	Site Preparation - TID #2				6,592.50
FROM 9/7 CROSSROADS CAT RENTAL			RIAP00016501		
				Total	6,592.50
15650	9/18/2024	LISOWE OIL DIV OF ADVANCED FUEL SERV			
77543, 77586, 77642					
100-09-53311-600-030	Hwy Dept - Fuel				2,658.29
FROM 8/22/24			77543		
100-09-53311-600-030	Hwy Dept - Fuel				2,465.67
FROM 9/3/24			77586		
100-09-53311-600-030	Hwy Dept - Fuel				2,290.40
FROM 9/10/24			77642		
				Total	7,414.36
15651	9/18/2024	MACCO'S COMMERICAL INTERIORS, INC			
MC017144					
240-00-51400-000-000	ARPA Expenses				8,621.00
FROM 9/11/24 LABOR/MATERIALS COMM RD			MC017144		
				Total	8,621.00
15652	9/18/2024	MYLEE OR KONG XIONG			
GRADING ESCROW RETURN N8831 NOE RD					
100-00-21060-000-000	Building Escrows Payable				1,500.00
GRADING ESCROW RETURN N8831 NOE RD					
				Total	1,500.00

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee			Amount
15653	9/18/2024	NUTRITION SERVICE COMPANY			
144539					
100-09-53311-900-000	Hwy Dept - Road Maintenance				339.96
FROM 8/20/24 ROUNDUP			144539		
				Total	339.96
15654	9/18/2024	OUTAGAMIE COUNTY			
35002					
201-00-57220-000-000	Capital Outlay - Park Impact				5,557.56
FROM 8/31/24 WASTE CAMEO CT DEMO			35002		
				Total	5,557.56
15655	9/18/2024	ROSS WETTSTEIN			
REIMBURSE CDL TRAINING & LICENSE					
100-09-53311-306-000	Hwy Dept - CDL/Testing				2,800.00
REIMBURSE CDL TRAINING					
100-09-53311-306-000	Hwy Dept - CDL/Testing				75.48
REIMBURSE CDL LICENSE					
				Total	2,875.48
15656	9/18/2024	SRF CONSULTING GROUP INC			
17329.00-7					
100-00-57190-000-000	Capital Outlay - General Gvmnt				3,520.52
COMPREHENSIVE PLAN UPDATE			17329.00-7		
				Total	3,520.52
15657	9/18/2024	TASC			
IN3184668, IN3211561					
100-02-51400-400-006	Gen. Admin - Service Contracts				39.62
AUG 2024 BILLING			IN3184668		
100-02-51400-400-006	Gen. Admin - Service Contracts				39.62
SEPT 2024 BILLING			IN3211561		
				Total	79.24
15658	9/18/2024	THEDACARE AT WORK			
358953					
100-06-52200-401-000	Fire Dept - Physicals				572.00
FROM 9/3/24 PHYSICAL K AABEL			358953		
				Total	572.00

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee			Amount
15659	9/18/2024	VERIZON WIRELESS			
9973145817					
100-00-51600-500-022		Municipal Bldg - Telephone			-86.45
7/6-9/5 OFFICE			9973145817		
100-09-53311-500-022		Hwy Dept - Telephone			-99.33
7/6-9/5 HWY DEPT			9973145817		
100-00-51100-500-022		Village Board - Telephone			455.27
7/6-9/5 BOARD			9973145817		
100-07-52200-500-022		Fire Station 70 - Telephone			-17.29
7/6-9/5 FIRE			9973145817		
				Total	252.20
15660	9/18/2024	W.S. DARLEY & CO			
17537932, 17538223					
100-06-52200-400-000		Fire Dept - Supplies/Services			1,106.78
FROM 8/30/24 5 HOSES			17537932		
100-06-52200-400-000		Fire Dept - Supplies/Services			921.64
FROM 9/5/24 4 HOSES			17538223		
				Total	2,028.42
15661	9/18/2024	WINNEBAGO PEST CONTROL LLC			
21286					
100-09-53311-505-000		Hwy Dept - Building Maint			90.00
9/12 BAIT CHECK TOWN HALL, FIRE STATIONS			21286		
				Total	90.00
15662	9/25/2024	AUGUST WINTER & SONS INC			
61746					
100-09-53311-505-000		Hwy Dept - Building Maint			1,404.28
FROM 9/20/24 HVAC SRVC CALL			61746		
				Total	1,404.28
15663	9/25/2024	BROOKS TRACTOR INC - SUN PRAIRIE			
R31542					
402-00-56700-000-000		Site Preparation - TID #2			8,700.00
FROM 9/16/24 RENTAL JD EXC, TREN BKT			R31542		
				Total	8,700.00
15664	9/25/2024	BUCHINGER CONSTRUCTION INC			
ESCROW RETURN W5906 BLAZING STAR DR					

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
100-00-21060-000-000		Building Escrows Payable	1,500.00
		ESCROW RETURN W5906 BLAZING STAR DR	
		Total	1,500.00
15665	9/25/2024	FIRST AMERICAN TITLE INSURANCE CO	
		INV 925-650292933 COUNTY N, APPLETON,WI	
201-00-57220-000-000		Capital Outlay - Park Impact	925.00
		SPECASSESS,ALTA,GAP,DEED COUNTY N APPLTN 925-650292933	
		Total	925.00
15666	9/25/2024	GANNETT WISCONSIN LOCALiQ	
		6598419	
100-01-51101-800-000		Planning - Publications	100.60
		BILLING 8/1-8/31 PLAN COMM 6598419	
402-00-56700-000-000		Site Preparation - TID #2	240.04
		BILL 8/1-8/31BIDS CROSRD UTIL/ROAD CONST 6598419	
201-00-57220-000-000		Capital Outlay - Park Impact	228.42
		BILL 8/1-8/31 BIDS BOLLARD LIGHT NOE TRL 6598419	
100-02-51400-800-000		Gen. Admin - Publications	51.22
		BILLING 8/1-8/31 NOTICE ORD 3 SEP CRK/TR 6598419	
		Total	620.28
15667	9/25/2024	HERRLING CLARK LAW FIRM LTD	
		14283-03M, 14283-04M	
100-00-51300-000-000		Legal	1,825.16
		FOR SERVICES THROUGH 9/16/2024 TRAFFIC	
100-00-51300-000-000		Legal	24,909.00
		FOR SERVICES THRU 9/16/2024 MUNICIPAL	
		Total	26,734.16
15668	9/25/2024	HYDROCLEAN EQUIPMENT INC	
		27481	
100-09-53311-505-000		Hwy Dept - Building Maint	227.00
		FROM 9/19/24 PREV MAINT PRES WASHER,TRLR 27481	
		Total	227.00
15669	9/25/2024	KIMBALL MIDWEST	
		102615909	
100-09-53311-400-000		Hwy Dept - Supplies	545.10
		FROM 9/18/24 CLEANER 102615909	

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee		Amount
			Total	545.10
15670	9/25/2024	KL ENGINEERING		
20240974				
100-00-57230-000-000		Capital Outlay - Trails		4,471.81
FR 9/18HIGHCLIFF TRAIL FEASIBILITY STUDY 20240974				
			Total	4,471.81
15671	9/25/2024	LEXINGTON HOMES INC		
ESCROW RTN W6565, 6572, 6575 STEAMBOAT				
100-00-21060-000-000		Building Escrows Payable		1,500.00
ESCROW RETURN W6565 STEAMBOAT				
100-00-21060-000-000		Building Escrows Payable		1,500.00
ESCROW RETURN W6572 STEAMBOAT				
100-00-21060-000-000		Building Escrows Payable		1,500.00
ESCROW RETURN W6575 STEAMBOAT				
			Total	4,500.00
15672	9/25/2024	MCC, INC		
H0006-09-24-00257-B, H0006-09-22-00644				
100-09-57330-000-000		Capital Outlay - Road Projects		382,037.84
CERT PAY 1 2024 ASPHALT RESURFACING II H0006-09-24-00257-B				
100-09-57330-000-000		Capital Outlay - Road Projects		238,908.85
CERT PAY 1 STATE PARK RD CONSTRUCTION H0006-09-22-00644				
			Total	620,946.69
15673	9/25/2024	MCMAHON		
400799,936052,217,272,436,446-454,456-57				
100-02-51400-400-006		Gen. Admin - Service Contracts		16,805.17
MANAGEMENT COUNSEL INTERIM MGR & FIN DIR 400799				
401-00-51500-000-000		Professional Services - TID #1		1,215.45
LAKE PARK RD CSM 2 LOT N8722 936052				
230-00-53441-000-000		Storm Sewer Maint / Ponds		1,196.58
2024 ECOLOGICAL SERVICES 4 PONDS 936217				
100-00-53441-100-000		Illicit Discharge Program		316.50
2024 ILLICIT DISCHARGE 936272				
230-00-53441-200-000		Stormwater Plan / Munic Fees		3,948.00
24 STREET STORM SEWER CEDAR VIEW SUBDIV 936436				
230-00-53441-200-000		Stormwater Plan / Munic Fees		605.50
24 STREET STORM SEWER NS GOLF HOUSE/POOL 936436				

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee		Amount
100-09-57330-000-000		Capital Outlay - Road Projects		8,307.05
STATE PK RESRFCNG BIKE LNS SCMIDT-US10			936446	
405-00-51500-000-000		Professional Services-TID #5		3,270.00
CTH N SITE			936447	
100-09-57330-000-000		Capital Outlay - Road Projects		2,984.25
2024 ASPHALT RESURFACING PROGRAM			936448	
100-09-53311-900-000		Hwy Dept - Road Maintenance		808.50
2024 CRACK SEAL PROGRAM			936449	
100-09-53311-000-000		Hwy Dept - Engineer/Consultant		283.50
2024 GEN ENGINEER MONTHLY STAFF MEETING			936450	
100-09-53311-000-000		Hwy Dept - Engineer/Consultant		790.00
24 GEN ENG 5 YEAR CIP UPDATE (2025-2029)			936450	
100-09-53311-000-000		Hwy Dept - Engineer/Consultant		175.00
2024 GEN ENG SOUTHTOWNE ENGR PLAN REV			936450	
100-09-53311-000-000		Hwy Dept - Engineer/Consultant		175.00
2024 GEN ENG BREEZY MEADOWS CONST SERV			936450	
100-09-53311-000-000		Hwy Dept - Engineer/Consultant		175.00
2024 GEN ENG DARBOY PLAZA DEVELOP MTG			936450	
201-00-57220-000-000		Capital Outlay - Park Impact		5,215.10
DARBOY COMM PARK TRAIL LIGHTING			936451	
100-09-57330-000-000		Capital Outlay - Road Projects		700.00
HAEN HEIGHTS AREA ROADWAY IMPROVEMENTS			936452	
201-00-57220-000-000		Capital Outlay - Park Impact		6,183.53
FARMERS FIELD ASPHALT PAVING			936453	
100-00-52400-200-000		Inspections - Grade Checks		4,095.80
2024 LOT GRADE REVIEW & CHECK			936454	
402-00-51500-000-000		Professional Services-TID #2		12,244.70
CROSSROADS BUSINESS PARK			936456	
100-09-53311-000-000		Hwy Dept - Engineer/Consultant		2,242.50
MUNICIPAL BUILDING STANDBY GENERATOR			936457	
			Total	71,737.13
15674	9/25/2024	MGD INDUSTRIAL CORPORATION		
229465				
100-09-53311-400-000		Hwy Dept - Supplies		34.98
FROM 9/3/24 CABLE TY STRAP			229465	
			Total	34.98

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee			Amount
15675	9/25/2024	NORTHEAST ASPHALT INC			
H0006-09-24-00257					
100-09-57330-000-000	Capital Outlay - Road Projects				395,753.20
CERT PAY 1 2024 ASPHALT RESURFACING		H0006-09-24-00257			
201-00-57220-000-000	Capital Outlay - Park Impact				7,696.00
CERTPAY1 2024 ASPHALT CLOVERRIDGE PK TR		H0006-09-24-00257			
100-09-57330-000-000	Capital Outlay - Road Projects				395,688.23
CERT PAY 2 2024 ASPHALT RESURFACING		H0006-09-24-00257			
				Total	799,137.43
15676	9/25/2024	POMP'S TIRE SERVICE INC.			
320156637					
100-06-57220-000-000	Fire Dept - Capital Outlay				5,137.56
FROM 9/19/24 TIRES		320156637			
				Total	5,137.56
15677	9/25/2024	SUPERIOR VISION INSURANCE			
852328					
100-09-53311-200-000	Hwy Dept - Benefits				150.16
SHOP VISION INSURANCE OCT 24		852328			
100-02-51400-200-000	Gen. Admin - Benefits				119.15
OFFICE VISION INSURANCE OCT 24		852328			
100-01-51101-200-000	Planning - Benefits				0.00
PLANNER VISION INSURANCE OCT 24		852328			
100-06-52200-200-000	Fire Dept - Benefits				25.64
FIRE VISION INSURANCE OCT 24		852328			
100-00-14500-000-000	Due from Special Purpose Dist.				91.56
UTILITIES VISION INSURANCE OCT 24		852328			
				Total	386.51
15678	9/25/2024	TERMINIX WIL-KIL			
65412024,270,71,66311460,645,46,67668742					
100-02-51400-400-006	Gen. Admin - Service Contracts				97.73
FROM 7/2 VILLAGE HALL		65412024			
100-02-51400-400-006	Gen. Admin - Service Contracts				56.04
FROM 7/18 FIRE STATION 60		65412270			
100-02-51400-400-006	Gen. Admin - Service Contracts				56.04
FROM 7/2 FIRE STATION 70		65412271			

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee			Amount
100-02-51400-400-006	Gen. Admin - Service Contracts				97.73
FROM 8/7 VILLAGE HALL		66311460			
100-02-51400-400-006	Gen. Admin - Service Contracts				56.04
FROM 8/13 FIRE STATION 60		66311645			
100-02-51400-400-006	Gen. Admin - Service Contracts				56.04
FROM 8/1 FIRE STATION 70		66311646			
100-02-51400-400-006	Gen. Admin - Service Contracts				56.04
FROM 9/6 FIRE STATION 70		67668742			
				Total	475.66
15679	9/25/2024	THEDACARE AT WORK			
359488					
100-06-52200-401-000	Fire Dept - Physicals				615.00
FROM 9/17/24 PHYSICAL J DEAN		359488			
				Total	615.00
15680	9/25/2024	VIRTUE HOMES LLC			
ESCROW RETURN W5655 FIRELANE 12					
100-00-21060-000-000	Building Escrows Payable				1,500.00
ESCROW RETURN W5655 FIRELANE 12					
				Total	1,500.00
				Grand Total	1,978,810.70

NICOLET (INVESTORS) BANK VOH Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	1,836,321.19
Total Expenditure from Fund # 201 - PARK IMPACT FEES	27,325.64
Total Expenditure from Fund # 230 - STORM WATER UTILITY FEES	6,770.08
Total Expenditure from Fund # 240 - FEDERAL FUNDS - ARPA	68,473.50
Total Expenditure from Fund # 401 - TAX INCREMENTAL DISTRICT #1	1,215.45
Total Expenditure from Fund # 402 - TAX INCREMENTAL DISTRICT #2	34,434.84
Total Expenditure from Fund # 405 - TAX INCREMENTAL DISTRICT #5	4,270.00
Total Expenditure from all Funds	1,978,810.70

NICOLET (INVESTORS) BANK VOH Payroll Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	58,834.62
Total Expenditure from Fund # 610 - WATER UTILITY	14,010.53
Total Expenditure from Fund # 620 - SEWER UTILITY	14,382.17
Total Expenditure from all Funds	87,227.32

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ACCT

UTILITIES EXPENSE NICOLET Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee			Amount
EFT	9/03/2024	PSN INVOICE - UTILITIES			
AUG 2024 PSN Monthly Fee				Manual Check	
610-00-57923-000-000	Outside Services Employed				24.97
AUG 2024 PSN Monthly Fee			299065		
620-00-57852-000-000	Outside Services Employed				24.98
AUG 2024 PSN Monthly Fee			299065		
				Total	49.95
				Grand Total	49.95

UTILITIES EXPENSE NICOLET Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 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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ACCT

UTILITIES PAY CUST REV COMM FIRST CU Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee		Amount
EFT	9/15/2024	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		72.67
001-4005-00 | Water Charge				
620-00-57851-000-000		Office Supplies & Expenses		130.52
001-4005-00 | Sewer Charge				
			Total	246.19
			Grand Total	246.19

UTILITIES PAY CUST REV COMM FIRST CU Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

	Amount
Total Expenditure from Fund # 610 - WATER UTILITY	115.67
Total Expenditure from Fund # 620 - SEWER UTILITY	130.52
Total Expenditure from all Funds	246.19

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ACCT

UTILITIES EXPENSE COMM FIRST CU Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee			Amount
EFT	9/09/2024	WE ENERGIES - 00003			
0705461764-00003 | COA Mtr #2 - Electric				Manual Check	
610-00-57641-000-000	Operation Supplies & Expenses				25.99
0705461764-00003 | COA Mtr #2 - Electric		09092024-00003			
				Total	25.99
EFT	9/10/2024	KWIK TRIP - UTILITIES			
08/26/24-FUEL				Manual Check	
610-00-57933-000-000	Transportation Expense				324.68
08/26/24-FUEL		NP66994517			
620-00-57828-000-000	Transportation Expense				324.68
08/26/24-FUEL		NP66994517			
				Total	649.36
EFT	9/10/2024	MARCO TECHNOLOGIES LLC - UTILITIES			
08/26/24 Copier Lease & Usage				Manual Check	
610-00-57921-000-000	Office Supplies & Expenses				90.87
08/26/24 Copier Lease & Usage		37308489			
620-00-57851-000-000	Office Supplies & Expenses				90.87
08/26/24 Copier Lease & Usage		37308489			
				Total	181.74
EFT	9/10/2024	THE HOME DEPOT - UTILITIES			
8010171 8/16/24 Channel Lock Pliers				Manual Check	
610-00-57930-000-000	Miscellaneous General Expense				18.98
8010171 8/16/24 Channel Lock Pliers					
620-00-57856-000-000	Miscellaneous General Expense				18.99
8010171 8/16/24 Channel Lock Pliers					
610-00-57930-000-000	Miscellaneous General Expense				66.20
8010171 8/16/24 Paper Towel and Toilet P					
620-00-57856-000-000	Miscellaneous General Expense				66.20
8010171 8/16/24 Paper Towel and Toilet P					
				Total	170.37
EFT	9/13/2024	WE ENERGIES - 00006			
0705461764-00006 | Fox Crsng Mtr - Elec				Manual Check	
610-00-57641-000-000	Operation Supplies & Expenses				21.92
0705461764-00006 | Fox Crsng Mtr - Elec		09132024-00006			
				Total	21.92

UTILITIES EXPENSE COMM FIRST CU Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee		Amount
EFT	9/13/2024	WE ENERGIES - 00010		
0705461764-00010 | LS#4 - Gas			Manual Check	
620-00-57821-000-000	Fuel/Power Purchase - Pumping			12.91
0705461764-00010 | LS#4 - Gas		09132024-00010		
			Total	12.91
EFT	9/24/2024	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		153078301090724		
620-00-57851-000-000	Office Supplies & Expenses			65.00
Acct# 8348 10 427 0026135 Internet		153078301090724		
			Total	129.99
EFT	9/24/2024	AT&T - UTILITIES		
ACCT#920-380-0991 MTR STN #2 DIALER			Manual Check	
610-00-57641-000-000	Operation Supplies & Expenses			24.47
ACCT#920-380-0991 MTR STN #2 DIALER		920380099109-24		
620-00-57827-000-000	Operation Supplies & Expenses			43.58
ACCT#920-380-0977 LS#3 DIALER		920380099109-24		
620-00-57827-000-000	Operation Supplies & Expenses			43.58
ACCT#920-380-0982 LS#2 DIALER		920380099109-24		
620-00-57827-000-000	Operation Supplies & Expenses			43.58
ACCT#920-380-0987 LS#1 DIALER		920380099109-24		
610-00-57641-000-000	Operation Supplies & Expenses			43.39
ACCT#920-380-0992 MTR STN #1 DIALER		920380099109-24		
620-00-57827-000-000	Operation Supplies & Expenses			0.00
ACCT#920-380-0996 LS#4 DIALER		920380099109-24		
			Total	198.60
EFT	9/23/2024	RELIANCE STANDARD LIFE INSURANCE COMPANY		
UTILITIES OCT 2024 LIFE & DISABILITY			Manual Check	
610-00-57926-000-000	Employee Pensions & Benefits			101.81
UTILITIES OCT 2024 LIFE & DISABILITY				
620-00-57854-000-000	Employee Pensions & Benefits			101.82
UTILITIES OCT 2024 LIFE & DISABILITY				
			Total	203.63
EFT	9/25/2024	WE ENERGIES - 00004		
0705461764-00004 | LS#3 Electric			Manual Check	

UTILITIES EXPENSE COMM FIRST CU Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee		Amount
620-00-57821-000-000	Fuel/Power Purchase - Pumping			110.30
0705461764-00004 | LS#3 Electric	09252024-00004			
			Total	110.30
EFT	9/25/2024	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			17.41
ACCT#3265998-00 | COA Water #1 Electric				
620-00-57821-000-000	Fuel/Power Purchase - Pumping			1,366.00
ACCT#3265946-00 | LS #4 Electric				
620-00-57827-000-000	Operation Supplies & Expenses			12.54
ACCT#3265946-00 | Storm Water Charge				
			Total	1,407.29
EFT	9/27/2024	WE ENERGIES - 00001		
0705461764-00001 | LS#1 Electric & Gas			Manual Check	
620-00-57821-000-000	Fuel/Power Purchase - Pumping			331.87
0705461764-00001 | LS#1 Electric & Gas	09272024-00001			
			Total	331.87
EFT	9/27/2024	WE ENERGIES - 00002		
0705461764-00002 | LS#2 Electric			Manual Check	
620-00-57821-000-000	Fuel/Power Purchase - Pumping			81.25
0705461764-00002 | LS#2 Electric	09272024-00002			
			Total	81.25
EFT	9/27/2024	WE ENERGIES - 00005		
0705461764-00005 | HU Main - Gas			Manual Check	
610-00-57921-000-000	Office Supplies & Expenses			6.40
0705461764-00005 | HU Main - Gas	09272024-00005			
620-00-57851-000-000	Office Supplies & Expenses			6.41
0705461764-00005 | HU Main - Gas	09272024-00005			
			Total	12.81
EFT	9/27/2024	WE ENERGIES - 00009		
0705461764-00009 | HU Main - Electric			Manual Check	
610-00-57921-000-000	Office Supplies & Expenses			531.63
0705461764-00009 | HU Main - Electric	09272024-00009			

UTILITIES EXPENSE COMM FIRST CU Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
620-00-57851-000-000		Office Supplies & Expenses	531.64
0705461764-00009 | HU Main - Electric 09272024-00009			
		Total	1,063.27
10800	9/04/2024	CITY OF APPLETON FINANCE DEPARTMENT	
4/30/24-7/31/24			
610-00-57601-000-000		Purchased Water - COA / FC	110,427.49
4/30/24-7/31/24 300-936-500 (COA#1)			
610-00-57601-000-000		Purchased Water - COA / FC	9,325.50
4/30/24-7/31/24 Fire Protection			
610-00-57601-000-000		Purchased Water - COA / FC	107,161.72
4/30/24-7/31/24 300-937-500 (COA#2)			
		Total	226,914.71
10801	9/04/2024	DAVE DORNFELD	
8/22/24 MILEAGE REIMB OUTDOOR EXPO PLOVE			
610-00-57930-000-000		Miscellaneous General Expense	49.91
8/22/24 MILEAGE REIMB OUTDOOR EXPO PLOVE			
620-00-57856-000-000		Miscellaneous General Expense	49.92
8/22/24 MILEAGE REIMB OUTDOOR EXPO PLOVE			
		Total	99.83
10802	9/04/2024	GFL ENVIRONMENTAL	
U30000156261			
610-00-57930-000-000		Miscellaneous General Expense	62.22
COMMERCIAL TRASH DUMPSTER/RECY SEP U30000156261			
620-00-57856-000-000		Miscellaneous General Expense	62.22
COMMERCIAL TRASH DUMPSTER/RECY SEP U30000156261			
		Total	124.44
10803	9/04/2024	LINDE OR ERIC COOPER	
001-4502-01 CREDIT BALANCE REFUND			
610-00-46300-000-000		Public Fire Protection Service	-2.83
001-4502-01 CREDIT BALANCE REFUND			
620-00-46221-000-000		Residential Measured Service	-10.31
001-4502-01 CREDIT BALANCE REFUND			
610-00-46101-000-000		Residential Metered Sales	38.18
001-4502-01 CREDIT BALANCE REFUND			
		Total	25.04

UTILITIES EXPENSE COMM FIRST CU Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee		Amount
10804	9/04/2024	POSTMASTER		
POSTAGE FOR BILL CARD BULK MAILING				
610-00-57903-000-000	Supplies and Expenses			3,000.00
POSTAGE FOR BILL CARD BULK MAILING				
620-00-57851-000-000	Office Supplies & Expenses			3,000.00
POSTAGE FOR BILL CARD BULK MAILING				
			Total	6,000.00
10805	9/04/2024	REBECCA PEREDO		
001-4201-02 CREDIT BALANCE REFUND				
610-00-46300-000-000	Public Fire Protection Service			9.89
001-4201-02 CREDIT BALANCE REFUND				
620-00-46221-000-000	Residential Measured Service			35.79
001-4201-02 CREDIT BALANCE REFUND				
610-00-46101-000-000	Residential Metered Sales			33.77
001-4201-02 CREDIT BALANCE REFUND				
			Total	79.45
10806	9/04/2024	SERVICEMASTER BUILDING MAINTENANCE		
9/1/24 - SEP 2024 CLEANING SERVICE				
610-00-57935-000-000	Maintenance of General Plant			162.50
9/1/24 - SEP 2024 CLEANING SERVICE		45678		
620-00-57834-000-000	Maintenance of General Plant			162.50
9/1/24 - SEP 2024 CLEANING SERVICE		45678		
			Total	325.00
10807	9/04/2024	T-MOBILE		
982397755				
610-00-57641-000-000	Operation Supplies & Expenses			44.10
FROM 7/21/24-8/20/24 UTILITIES PADS				
620-00-57827-000-000	Operation Supplies & Expenses			44.10
FROM 7/21/24-8/20/24 UTILITIES PADS				
			Total	88.20
10808	9/11/2024	ABSOLUTE ASPHALT LTD		
9/4/24 ROAD PATCH AT W6675 FL#6				
610-00-57652-000-000	Maintenance of Services			4,000.00
9/4/24 ROAD PATCH AT W6675 FL#6		24-107		
			Total	4,000.00

UTILITIES EXPENSE COMM FIRST CU Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
10809	9/11/2024	COMMUNITY FIRST CU - VISA	
8/29/24 CARDS *6280 & *7123			
610-00-57930-000-000		Miscellaneous General Expense	23.97
8/19/24 Amazon Misc. Supplies			
620-00-57856-000-000		Miscellaneous General Expense	23.97
8/19/24 Amazon Misc. Supplies			
610-00-57921-000-000		Office Supplies & Expenses	15.96
8/19/24 Amazon Office Supplies			
620-00-57851-000-000		Office Supplies & Expenses	15.97
8/19/24 Amazon Office Supplies			
610-00-57930-000-000		Miscellaneous General Expense	87.90
8/8/24 TGV & DWD WRWA Registration			
620-00-57856-000-000		Miscellaneous General Expense	87.90
8/8/24 TGV & DWD WRWA Registration			
610-00-57930-000-000		Miscellaneous General Expense	28.50
8/21/24 COUNTRY SIDE - TEAM MEAL			
620-00-57856-000-000		Miscellaneous General Expense	28.50
8/21/24 COUNTRY SIDE - TEAM MEAL			
610-00-57930-000-000		Miscellaneous General Expense	5.25
8/21/24 MANDERFIELD'S - TEAM MEAL			
620-00-57856-000-000		Miscellaneous General Expense	5.25
8/21/24 MANDERFIELD'S - TEAM MEAL			
610-00-57921-000-000		Office Supplies & Expenses	6.82
8/22/24 ADOBE MONTHLY SUBSCRIPTION			
620-00-57851-000-000		Office Supplies & Expenses	6.82
8/22/24 ADOBE MONTHLY SUBSCRIPTION			
		Total	336.81
10810	9/18/2024	VERIZON WIRELESS	
9973145817			
610-00-57641-000-000		Operation Supplies & Expenses	-27.25
7/6-9/5 UTILITIES PHONES		9973145817	
620-00-57827-000-000		Operation Supplies & Expenses	-27.26
7/6-9/5 UTILITIES PHONES		9973145817	
610-00-57641-000-000		Operation Supplies & Expenses	120.03
7/6-9/5 UTILITIES PADS		9973145817	
620-00-57827-000-000		Operation Supplies & Expenses	120.03
7/6-9/5 UTILITIES PADS		9973145817	

UTILITIES EXPENSE COMM FIRST CU Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee		Amount
			Total	185.55
10811	9/18/2024	WINNEBAGO PEST CONTROL LLC		
21286				
610-00-57935-000-000		Maintenance of General Plant		15.00
FROM 9/12 BAIT CHECK HARRISON UTILITIES 21286				
620-00-57834-000-000		Maintenance of General Plant		15.00
FROM 9/12 BAIT CHECK HARRISON UTILITIES 21286				
			Total	30.00
10812	9/25/2024	A R LAWN CARE INC		
9/21/24 Lawn Care & Fert. Main Building				
610-00-57935-000-000		Maintenance of General Plant		130.00
9/21/24 Lawn Care & Fert. Main Building 4156				
620-00-57834-000-000		Maintenance of General Plant		130.00
9/21/24 Lawn Care & Fert. Main Building 4156				
			Total	260.00
10813	9/25/2024	MARTENSON & EISELE INC		
Engineering Services through 8/31/24				
610-00-57923-000-000		Outside Services Employed		262.50
General Requests through 8/31/24 64452				
620-00-57852-000-000		Outside Services Employed		262.50
General Requests through 8/31/24 64452				
620-00-57852-000-000		Outside Services Employed		2,592.00
LS3 FM Project through 8/31/24 64448				
610-00-57923-000-000		Outside Services Employed		150.00
Pre-Development Meeting Through 8/31/24 64456				
620-00-57852-000-000		Outside Services Employed		150.00
Pre-Development Meeting Through 8/31/24 64456				
610-00-13143-000-000		Due from Developers		225.00
Cedar View through 8/31/24 64455				
620-00-13143-000-000		Due from Developers		225.00
Cedar View through 8/31/24 64455				
610-00-13143-000-000		Due from Developers		425.00
Breezy Meadows through 8/31/24 64453				
620-00-13143-000-000		Due from Developers		425.00
Breezy Meadows through 8/31/24 64453				

UTILITIES EXPENSE COMM FIRST CU Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

Check Nbr	Check Date	Payee			Amount
610-00-13143-000-000		Due from Developers			882.50
Harrison Heights 2 Through 8/31/24			64451		
620-00-13143-000-000		Due from Developers			882.50
Harrison Heights 2 Through 8/31/24			64451		
				Total	6,482.00
10814	9/25/2024	NEENAH-MENASHA SEWERAGE COMMISSION			
OCT 2024 Bill Based on AUG 2024 Measures					
620-00-57829-000-000		Sewerage Treatment Charges			22,425.92
OCT 2024 Bill Based on AUG 2024 Measures			2024-263		
620-00-57870-000-000		NMSC Capital Charges-Int Exp			1,206.00
OCT 2024 CWF Loan - Interest			2024-269		
620-00-57875-000-000		NMSC Capital Charges-Amort Exp			4,960.00
OCT 2024 CWF Loan - Debt			2024-269		
620-00-57870-000-000		NMSC Capital Charges-Int Exp			338.00
OCT 2024 SLDG BLDG LOAN INTEREST			2024-269		
620-00-57875-000-000		NMSC Capital Charges-Amort Exp			1,878.00
OCT 2024 SLDG BLDG LOAN DEBT			2024-269		
				Total	30,807.92
10815	9/25/2024	POMP'S TIRE SERVICE INC.			
9/17/24 2015 F-150 Maintenance					
610-00-57933-000-000		Transportation Expense			99.29
9/17/24 2015 F-150 Maintenance			320157015		
620-00-57828-000-000		Transportation Expense			99.30
9/17/24 2015 F-150 Maintenance			320157015		
				Total	198.59
10816	9/25/2024	SENTINEL SECURITY LLC			
9/17/24 Added Internet Communicators					
610-00-57641-000-000		Operation Supplies & Expenses			580.00
9/17/24 Added Internet Communicators			23637		
				Total	580.00
				Grand Total	281,138.84

UTILITIES EXPENSE COMM FIRST CU Accounting Checks

Posted From: 9/01/2024 From Account:
Thru: 9/30/2024 Thru Account:

	Amount
Total Expenditure from Fund # 610 - WATER UTILITY	238,681.66
Total Expenditure from Fund # 620 - SEWER UTILITY	42,457.18
Total Expenditure from all Funds	281,138.84

Village of HARRISON
WHERE OPPORTUNITY LIVES

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Consider Contract for Design and Construction Management Services for New Fire Station.

Issue:
Does the Village Board wish to contract with Wendel Architecture for the fire station project?

Background and Additional Information:
The October 8, 2024 board meeting included a presentation by Wendel / Five Bugles Design on the new fire station project, followed later by a New Business item to discuss and possibly act on proceeding with a designer. The board decided to defer any action to the October 29th meeting and requested Wendel submit a contract proposal.

Robert Krzyzanowski, Senior Associate Principal of Wendel, sent staff an email on October 24th which included the 2 attached documents and the descriptions below:

Please find the attached AIA agreement B101, which is the standard Agreement between Owner and Architect. This is essentially the design contract and we provided a fee of 7% of the cost of the work, minus the study fee.

The G802 is then an amendment to that contract that adds the CM services to the B101, with Wendel Construction serving as our sub-contractor. The fee for preconstruction services is $30k, which includes the estimating in all the phases we talked about. Once the project bids, our fee is 3% of the Cost of the Work. Then any labor is T&M and would be apart of the general conditions just like any other project that you may be used to seeing in the past.

Again, no different than any other job on the construction side, you just get to see every dollar spent in lieu of one number.

Staff sent the contracts to the village attorneys on Friday for review before the board meeting.

Budget Impacts:

Recommended Action:
To approve, pending village attorney review, a contract for a new fire station with Wendel Architecture, PC to provide architect and design services, and also approve a contract amendment to sub-contract Wendel Construction, Inc to provide construction management services; the final contract shall be substantially similar to the proposed contract and amendment as presented and circulated.

Attachments:
- B101-2017 - Wendel - Owner & Architect - Wendel Costing (01-03-2024)(1) - Final - (1).pdf
- G802-2017 - Final (1).pdf

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 1st day of November in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Village of Harrison, WI
W5298 State Road 114
Menasha, WI 54952

and the Architect:
(Name, legal status, address and other information)

Wendel Architecture, PC
204 E. Grand Avenue, Suite 200
Eau Claire, WI 54701

for the following Project:
(Name, location and detailed description)

Village of Harrison Public Safety Building
W5298 State Road 114
Menasha, WI 54952

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (1198225713)

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3 SCOPE OF ARCHITECT'S BASIC SERVICES

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5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Phase I has been previously completed and included a feasibility study with Programming, Preliminary Site Design, Preliminary Building Plans, and Cost Estimates based on cost per square foot analysis. Conceptual options were then provided for a new facility on the site slated for development off of Manitowac Road, allowing the owner to select an final option for Phase II.

Phase II of the proposed project includes the complete design, bidding support and construction administration of a project determined as a result of the Phase I process.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See 1.1.1

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

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User Notes: (1198225713)

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design completed by: February of 2025
Bidding to occur in: May of 2025

.2 Construction commencement date:

June of 2025

.3 Substantial Completion date or dates:

June of 2026

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid as required under Wisconsin Statues.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

(Paragraph deleted)
§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Chad Pelishek
W5298 State Road 114
Menasha, WI 54952

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD, by Owner. RFP Assistance by Architect

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User Notes: (1198225713)

(Paragraphs deleted)

.2 Land Surveyor**:**

TBD, by Owner. RFP Assistance by Architect

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Robert Krzyzanowski
Wendel Architecture, PC
204 E. Grand Avenue, Suite 200
Eau Claire, WI 54701
Telephone Number: 715-832-4848
Fax Number: 716-625-6825

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Northland Consulting Engineers
101 S. 21st Avenue W#1
Duluth, MN 55806
Telephone Number: 218-727-5995

.2 Mechanical & Electrical Engineer:

Wendel Architecture, PC
204 E. Grand Avenue, Suite 200
Eau Claire, WI 54701
Telephone Number: 715-832-4848

.3 Civil Engineer:

JSD Professional Services
161 Horizon Drive #101
Verona, WI 53593
Telephone Number: 608-848-5060

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

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§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 Owner represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to perform its obligations under this Agreement and under the Contract Documents. The Architect may demand assurance in writing of the Owner's ability to satisfy the foregoing obligation, such as a certified statement of an accounting professional. The Owner's failure to provide such reasonable assurances shall be grounds for termination of this Agreement by the Architect.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located, and that the services required by this Agreement shall be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Notwithstanding any clause in the Agreement documents to the contrary, Architect expressly disclaims all express or implied warranties, guarantees or fiduciary obligations with respect to the performance of professional services.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than two million dollars ($ 2,000,000) for each occurrence and four million dollars ($ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars ($ 1,000,000) each accident, one million dollars ($ 1,000,000) each employee, and one million dollars ($ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million dollars ($ 5,000,000) per claim and five million dollars ($ 5,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

(Paragraph deleted)

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and

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Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 The Owner and Architect acknowledge that the Construction Documents prepared by the Architect will generally describe the intended scope of work for the Project, and that the Contractor (engaged by the Owner to construct the Project) shall be required to provide only those services that are expressly required by the Contract Documents or are reasonably inferable from such documents as being necessary to produce the intended results. Consequently, the need may arise during the course of construction to adjust the Contract for Construction to reflect the cost of items that are not consistent with or reasonably inferable from the Contract Documents. In accordance with paragraphs 5.2 and 6.3, the Owner shall maintain a reasonable amount of contingency monies to pay for change orders to the Contract for Construction and other contingencies which impact the Project cost including, but not limited to, unforeseen conditions, and such items as changes to the program or scope of the Project, items of additional value that are not included in or may not be reasonably inferable from the Contract Documents, and adjustments to allowance cost items carried in the Project budget or the Contractor's bid amount. If any required item or component of the Project is omitted from the Construction Documents, the Architect shall not be responsible for the cost of adding such item or component to the extent that such item or component would have been otherwise necessary to the Project or adds betterment or value to the Project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement to the Project.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Observations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to

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exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an observation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect's certification on the Certificate for Payment shall be that the percentages of Work shown on the application are completed, to the best of the Architect's knowledge, information and belief. No judgment is made by the Architect as to the value of the Work or the value of uncompleted Work.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect.

The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall notify the Owner and the Contractor of any inconsistencies discovered by the review. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect, included in Basic Services
§ 4.1.1.2 Multiple preliminary designs	Architect, included in Basic Services
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect, included in Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect, included in Basic Services
§ 4.1.1.9 Landscape design	Architect, included in Basic Services
§ 4.1.1.10 Architectural interior design	Architect, included in Basic Services
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect, included for Conceptual Phase Only.
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect, included in Basic Services
§ 4.1.1.16 As-constructed record drawings	Architect, included in Basic Services
§ 4.1.1.17 Post-occupancy evaluation	Architect, included in Basic Services
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect, included in Basic Services
§ 4.1.1.21 Telecommunications/data design	The Architect will layout telecom locations including boxes and conduit as a part of basic services. The actual system, cable pulling and terminations are by the Owner's Consultants.
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner, Architect to assist with Owner's Consultants
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	N/A

(Row deleted)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of entities providing bids or proposals;

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.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

.6 The Owner agrees to include a provision in the Contract(s) for Construction that the Contractor(s) will review any requests for information (RFIs) submitted by subcontractors prior to submission to the Architect to ensure such RFIs are not already clearly and unambiguously answered in the Contract Documents. The Owner shall look to the Contractor for reimbursement for the Architect's time and expenses in reviewing RFIs which are already clearly answered or inferable from the Contract Documents in accordance with the Architect's standard rates. In the event of a disagreement over such compensation, the judgment of the Owner's representative shall prevail.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Twenty (20) visits to the site by the Architect during construction

.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

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final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.The Owner shall include a clause in all Owner contracts with project construction contractors, construction managers and consultants requiring each to maintain insurance, including professional liability insurance, as appropriate to the services or work being performed, and to indemnify and hold harmless the Owner, Architect and their respective shareholders, directors, officers, employees, and agents, from any and all (i) claims resulting from their negligence in the performance of their Work or (ii) claims by their employees and the employees of their subconsultants and subcontractors. Owner, Architect and their respective shareholders, partners, officers, employees, and agents shall be named as additional insured on their CGL, Auto and Umbrella insurance policies.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.11 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.14 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any

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event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3 To the fullest extent permitted by law, The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by a mutually agreed upon mediator. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Not Used

(Paragraphs deleted)

§ 8.3.4 Not Used

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

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the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement. All certifications made by the Architect shall be based on 'the best of their knowledge, information, and belief' whether or not so stated in the certification.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, it is understood and agreed that Architect is not, and has no responsibility as, a handler, generator, operator, treater, storer, transporter, or arranger for transport or disposal of hazardous materials or toxic substances found or identified at the site, and that Architect shall not be responsible to undertake or arrange for the handling, removal, treatment, storage, transportation, or disposal of hazardous materials or toxic substances or constituents found or identified at the site. A hazardous material or toxic substance is any material or substance identified now or in the future as hazardous or toxic under any federal, state or local law or regulation, or any other material or substance that may be considered hazardous, toxic or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or cleanup. For purposes of this agreement, the term hazardous material shall include asbestos, polychlorinated biphenyl (PCB), mold, mildew, fungi or other similar microbial conditions.

§ 10.6.1 To the fullest extent permitted by law, Owner agrees to indemnify, defend and save harmless the Architect from and against any and all liabilities, demands, claims, penalties, damages, forfeitures, suits, and the costs and expenses arising from hazardous or toxic substances or conditions (including costs of defense, settlement and reasonable attorneys and expert fees and expenses), except to the extent the hazardous or toxic conditions result from the sole negligence or willful misconduct of the Architect.

§ 10.6.2 If Architect or any other party encounters undisclosed hazardous or toxic substances or conditions, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed hazardous or toxic substances or conditions, then Architect may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist professionals or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

§ 10.6.3 Owner and Architect agree that the discovery of undisclosed hazardous or toxic substances or conditions constitutes a changed condition, which may require a renegotiation of the Scope of Services, negotiation of Additional Services, or termination of services. Owner shall rely on Architect's judgment as to the continued adequacy of this Agreement in light of discoveries that were not anticipated or known. If Architect determines that renegotiation is necessary, Architect and Owner shall in good faith enter into renegotiation of this Agreement to permit Architect to continue to meet Owner's needs. If renegotiated terms cannot be agreed to, Owner agrees that Architect has the right to terminate this Agreement. If the Agreement is terminated, Owner shall pay Architect for all services performed and expenses incurred up to and including the date of termination, plus reasonable termination costs.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

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§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Phase I – Conceptual Design Services: Phase I included a feasibility study with Programming, Preliminary Site Design, Preliminary Building Plans and Cost Estimates based on cost per square foot analysis. Conceptual options were then provided for a new facility on preferred site locations. Cost estimates were provided for any options, allowing the owner to select an option for Phase II. This analysis was previously completed**.** It was the intent of this phase to define the project to an extent that will allow the Villages to decide upon a course of action for the remainder of the project and move into Phase II.

.2 Phase II – Project Completion: To consist of architectural and engineering services to complete Schematic Design through the Construction phases of the project as accepted and approved in the Phase I process and as defined within this proposal, as follows:

For a new facility design, we propose a fee of 7.0% of the cost of work as defined in Article 6, minus the fee for Phase I from the previous agreement.

(Paragraphs deleted)

Alternate bids, if any, shall be compensated at the percentage fee (as indicated above) of the Cost of the Work as defined in Article 6 and shall be invoiced at 80% of the fee for items designed and bid but not built and at 100% of the fee for items designed, bid and built.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

TBD

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0%), or as follows:

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(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

TBD

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent	(	20	%)
Design Development Phase	Twenty	percent	(	20	%)
Construction Documents Phase	Thirty-Five	percent	(	35	%)
Procurement Phase	Five	percent	(	05	%)
Construction Phase	Twenty	percent	(	20	%)
Total Basic Compensation	one hundred	percent	(	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	**Rate ($0.00)**

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- **.3** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, and standard form documents;
- **.5** Postage, handling, and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- **.8** If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- **.9** All taxes levied on professional services and on reimbursable expenses;
- **.10** Site office expenses;
- **.11** Other similar Project-related expenditures.

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)
§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

One percent 1.0 % per month, cumulative

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Fast Track. If the Owner elects to employ an accelerated, phased or fast track design process (in which some of the Architect's design services overlap the construction work and are out of sequence with the traditional delivery method), Owner does so with full recognition of the inherent risks associated with these design methodologies. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. In recognition of the inherent risks of the fast tracking to the Architect and the benefits to the Owner, the Owner agrees to (i) waive all claims against the Architect for design changes, delays, disruptions or other modifications of portions of the Work already constructed due to the Owner's decision to employ the fast track process and (ii) indemnify and hold the Architect harmless, to the maximum extent permitted by law, from any and all damage, liability and cost, including reasonable attorney fees and defense costs, arising from third party claims, excepting those attributable to the negligence of the Architect or those for whom the Architect is legally liable. To compensate the Architect for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Owner's program requirements because of the Owner's decision to construct the project in a fast track manner Owner further agrees to include in the budget for the Project sufficient contingencies to cover such Additional Services.

§ 12.2 Remodeling/Rehabilitation. The Owner and Architect understand and acknowledge that in the remodeling or rehabilitation of existing structures, certain design and technical decisions are made based on assumptions that are

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based upon readily available documents and upon visual observation of existing open site conditions, as well as those concealed though observable with minimal effort at the judgment of the Architect, such as to examine above removable ceiling tiles. Owner and Architect shall identify and provide for all specific requirements relating to the need or destructive testing or other investigations relating to the remodeling or rehabilitation of an existing structure.

§ 12.3 Contingency Fund

§ 12.3.1 The Architect agrees, as a design professional, to provide architectural services in accordance with generally accepted architectural practices and standards. It is acknowledged by the parties that the design process for buildings is not an exact science and that it continues through the Construction Phase. Accordingly, it is understood and agreed that a need for modifications, changes, revisions, interpretations and/or clarifications of the Drawings and Specifications during the Construction Phase are anticipated, as a result of unforeseen conditions, concealed conditions, minor design refinements (other than errors and omissions), and that these changes may result in additional expenses to the Owner through the change order process.

§ 12.3.2 When the need for such changes, revisions, interpretations and/or clarifications becomes known to the Architect, he shall promptly investigate and take appropriate action in the form of drawings, specifications, written description, clarifications, or as otherwise may be necessary to facilitate the modification, change or revision as the case may be. The Architect shall have no liability or responsibility to the Owner or other parties for the costs resulting from such circumstances, except to perform such professional services at the agreed rates under Article 11 of this Agreement when they are due to unforeseen or concealed conditions, and at no additional cost to the Owner when they are a result of minor errors or omissions. The Owner agrees to budget for and provide a contingency fund based on a percent of the Cost of the Work against which theses costs will be charged

12.4 Delivery of Electronic Files. (Applicable in absence of E203 2013, G201 2013 and G202 2013)

12.4.1 In accepting and utilizing any Instruments of Service or data in any form of electronic media generated and furnished by the Architect, the Owner and Construction Manager agree that all such electronic files are Instruments of Service of the Architect and the Architect's consultants, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights, except as set forth in Article 7 above.

12.4.2 The Owner agrees not to reuse these electronic files, in whole or in part, for any purposes other than for this Project. Except as permitted under Article 7 above, the Owner, Construction Manager and Contractor(s) agree not to transfer these electronic files to others outside of the Project Team (Owner and Owner's Consultants, Construction Manager, Contractor and appropriate Subcontractor(s)) without the prior written consent of the Architect. The Owner, Construction Manager and Contractor further agree to waive all claims against the Architect and the Architect's consultants resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Architect.

12.4.3 The Owner, Construction Manager and Contractor are aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between electronic files and the signed Construction Documents and hard-copy addendum(s) prepared by the Architect, the signed, sealed or hard-copy Construction Documents and addendum(s) shall govern.

12.4.4 In addition, the User (Owner, Construction Manager, Contractor(s), and/or Consultant) agree, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from User's modifications to the files not authorized by the Architect, or the User's unlicensed use of such files. Nothing in this section shall obligate one party to indemnify another party against that party's own negligence or intentional wrongdoing.

12.4.5 Under no circumstances shall delivery of electronic files for use by the Owner or others be deemed a sale by the Architect. In no event shall the Architect be liable for indirect or consequential damages as a result of the Owner's or others' use or reuse of the electronic files.

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12.4.6 The Owner shall include this provision in its contract(s) with the Construction Manager, Contractor(s) and its Consultants.

§12.5 Construction Documents Omissions. If, due to the Architect's omission, a required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project. The Owner will not be responsible for redesign fees due to the Architect omission. The Architect will absorb the cost of redesign. Should there be an omission by the Architect the Owner will pay the cost of "betterment" at the time of bid. The architect will absorb the upcharge costs associated with a change order limited to no more than 10% of the item cost.

§12.5 Laboratory Testing. If the Architect is requested by the Owner to subcontract certain laboratory testing services on behalf of the Owner, the Architect agrees to do so in reliance upon the Owner's assurance that the Owner will make no claim or bring any action at law or in equity against the Architect as a result of these subcontracted services. The Owner understands that the Architect has not performed any independent evaluation of the testing laboratory's data and the Owner shall not rely upon the Architect to determine the quality or reliability of the testing laboratory's reports. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from the services performed by the testing companies and for tests recommended by the Architect and not completed per the Owner's direction, except only those damages, liabilities or costs caused by the negligence or willful misconduct of the Architect.

§12.6 Design By Others.

§12.6.1 Architect is not responsible to Owner or any third-parties for errors, omissions or other deficiencies in the design services of any other design professional, design-build contractor, contractor, vendor or manufacturer rendering design, engineering or related services and not employed by Architect. Architect's sole liability in connection with the services of Owner's consultants, contractors or design-build contractors shall be to coordinate Owner's consultants', contractors' or design-build contractor's portion of the Instruments of Service. Owner shall require consultants, contractors or design-build contractor retained by Owner to coordinate their services and documents with those of Architect and Architect's consultants.

§12.6.2 Unless specifically otherwise indicated in the Contract Documents, any design services provided by Owner's consultants shall be performed by licensed professional consultants, who shall affix their seals on the appropriate documents prepared by them. The contracts between the Owner and Owner's consultants shall require the consultants to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflict. The Architect shall have no responsibility for the components of the Project designed by the Owner's consultants. Review by the Architect of Owner consultants' drawings and other instruments of service is solely for consistency with the Architect's design concept for the Project. The Architect shall be entitled to rely upon the technical sufficiency and timely delivery of documents and services furnished by Owner consultants, as well as on the computations performed by those consultants in connection with such documents and services. The Architect shall not be required to review or verify those computations or designs for compliance with applicable laws, statutes, ordinances, building codes, and rules and regulations, or certify completion or payment for the Work designed by the Owner's consultant. The Owner shall indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the services performed by the other consultants of the Owner.

§12.7 Indemnification

§12.7.1 To the fullest extent permitted by law, the Architect will indemnify and hold the Owner and its director, officers and employees harmless from that part of claims, costs, losses or damages, including reasonable attorney fees, but only to the extent caused by the negligent acts, errors or omissions of the Architect or the negligent acts, errors or omissions of the Architect's officers, directors, employees, and sub consultants or any other entity or person for whom Architect would be legally liable for, The Architect's obligation under this Section 12.7.1 does not include a duty to

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defend and the obligation to indemnify shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§12.7.2 To the fullest extent permitted by law the Owner will indemnify and hold the Architect and its directors, officers, and employees harmless from any and all claims, costs, losses, or damages, including reasonable attorney fees, but only to extent caused by the negligent acts, error or omissions of the Owner or the negligent acts, errors or omissions of the Owner's officers, directors, employees, and subconsultants or any other entity or person for whom the Owner would be legal liable for.

§ 12.8 Cap on Damages. In recognition of the relative risks, rewards and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, the Architect's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any causes, shall not exceed the Architect's fee or $50,000, whichever is less.

§12.9 Force Majeure. The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions other natural disasters; fires, riots, acts of terrorism, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Architect to perform its services in an orderly and efficient manner, the Architect shall be entitled to an equitable adjustment in schedule or compensation.

§ 12.10 Exclusive Remedy. It is the intent of the parties to this Agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Architect and not against any of the Architect's employees, officers or directors.

§ 12.11 179D Energy Tax Deduction. The Owner shall designate the Architect as the sole beneficiary of the Internal Revenue Code Section 179D Energy Tax Deduction if available. **(Applicable to public contracts only.)**

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraphs deleted)

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

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.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Wendel Rate

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	*(Printed name, title, and license number, if required)*

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Additions and Deletions Report for

AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 1st day of November in the year 2024

...

Village of Harrison, WI
W5298 State Road 114
Menasha, WI 54952

...

Wendel Architecture, PC
204 E. Grand Avenue, Suite 200
Eau Claire, WI 54701

...

Village of Harrison Public Safety Building
W5298 State Road 114
Menasha, WI 54952

PAGE 2

Phase I has been previously completed and included a feasibility study with Programming, Preliminary Site Design, Preliminary Building Plans, and Cost Estimates based on cost per square foot analysis. Conceptual options were then provided for a new facility on the site slated for development off of Manitowac Road, allowing the owner to select an final option for Phase II.

Phase II of the proposed project includes the complete design, bidding support and construction administration of a project determined as a result of the Phase I process.

...

See 1.1.1

PAGE 3

TBD

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Schematic Design completed by: February of 2025
Bidding to occur in: May of 2025

...

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June of 2025

...

June of 2026

...

Competitive Bid as required under Wisconsin Statues.

...

N/A

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

Chad Pelishek
W5298 State Road 114
Menasha, WI 54952

...

N/A

...

TBD, by Owner. RFP Assistance by Architect

~~.2 Civil Engineer:~~.2 Land Surveyor:

TBD, by Owner. RFP Assistance by Architect

PAGE 4

N/A

...

Robert Krzyzanowski
Wendel Architecture, PC
204 E. Grand Avenue, Suite 200
Eau Claire, WI 54701
Telephone Number: 715-832-4848
Fax Number: 716-625-6825

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...

Northland Consulting Engineers
101 S. 21st Avenue W#1
Duluth, MN 55806
Telephone Number: 218-727-5995

.2 Mechanical & Electrical Engineer:

Wendel Architecture, PC
204 E. Grand Avenue, Suite 200
Eau Claire, WI 54701
Telephone Number: 715-832-4848

.3 ~~Electrical~~ Civil Engineer:

JSD Professional Services
161 Horizon Drive #101
Verona, WI 53593
Telephone Number: 608-848-5060

...

N/A

...

N/A

PAGE 5

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 Owner represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to perform its obligations under this Agreement and under the Contract Documents. The Architect may demand assurance in writing of the Owner's ability to satisfy the foregoing obligation, such as a certified statement of an accounting professional. The Owner's failure to provide such reasonable assurances shall be grounds for termination of this Agreement by the Architect.

...

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is ~~located to provide~~ located, and that the services required by this ~~Agreement, or shall cause such services to~~ Agreement shall be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

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perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Notwithstanding any clause in the Agreement documents to the contrary, Architect expressly disclaims all express or implied warranties, guarantees or fiduciary obligations with respect to the performance of professional services.

...

§ 2.5.1 Commercial General Liability with policy limits of not less than two million dollars ($ 2,000,000) for each occurrence and four million dollars ($ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars ($ 1,000,000) each accident, one million dollars ($ 1,000,000) each employee, and one million dollars ($ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million dollars ($ 5,000,000) per claim and five million dollars ($ 5,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

PAGE 7

§ 3.2.5.1 The Architect shall consider ~~sustainable design alternatives, such as material choices and building orientation,~~ the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, ~~schedule~~ schedule, and budget for the Cost of the Work.~~The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

~~**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.~~

PAGE 8

§ 3.4.6 The Owner and Architect acknowledge that the Construction Documents prepared by the Architect will generally describe the intended scope of work for the Project, and that the Contractor (engaged by the Owner to construct the Project) shall be required to provide only those services that are expressly required by the Contract Documents or are reasonably inferable from such documents as being necessary to produce the intended results. Consequently, the need may arise during the course of construction to adjust the Contract for Construction to reflect the cost of items that are not consistent with or reasonably inferable from the Contract Documents. In accordance with paragraphs 5.2 and 6.3, the Owner shall maintain a reasonable amount of contingency monies to pay for change orders to the Contract for Construction and other contingencies which impact the Project cost including, but not limited to, unforeseen conditions, and such items as changes to the program or scope of the Project, items of additional value that are not included in or may not be reasonably inferable from the Contract Documents, and adjustments to allowance cost items carried in the Project budget or the Contractor's bid amount. If any required item or component of the Project is omitted from the Construction Documents, the Architect shall not be responsible for the cost of adding such item or component to the extent that such item or component would have been otherwise necessary to the Project or

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adds betterment or value to the Project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement to the Project.

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§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document ~~A201™–2017,~~ A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document ~~A201–2017,~~ A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

...

§ 3.6.2 ~~Evaluations~~ Observations of the Work
PAGE 10

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document ~~A201–2017,~~ A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

...

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's ~~evaluation~~ observation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an ~~evaluation~~ observation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect's certification on the Certificate for Payment shall be that the percentages of Work shown on the application are completed, to the best of the Architect's knowledge, information and belief. No judgment is made by the Architect as to the value of the Work or the value of uncompleted Work.
PAGE 11

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review ~~and take appropriate action on~~ Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect.

The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall notify the Owner and the Contractor of any inconsistencies discovered by the review. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
PAGE 12

§ 4.1.1.1 Programming	Architect, included in Basic Services
§ 4.1.1.2 Multiple preliminary designs	Architect, included in Basic Services
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect, included in Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided

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§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect, included in Basic Services
§ 4.1.1.9 Landscape design	Architect, included in Basic Services
§ 4.1.1.10 Architectural interior design	Architect, included in Basic Services
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect, included for Conceptual Phase Only.
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect, included in Basic Services
§ 4.1.1.16 As-constructed record drawings	Architect, included in Basic Services
§ 4.1.1.17 Post-occupancy evaluation	Architect, included in Basic Services
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect, included in Basic Services
§ 4.1.1.21 Telecommunications/data design	The Architect will layout telecom locations including boxes and conduit as a part of basic services. The actual system, cable pulling and terminations are by the Owner's Consultants.
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner, Architect to assist with Owner's Consultants
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	N/A

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N/A

~~**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

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.6 The Owner agrees to include a provision in the Contract(s) for Construction that the Contractor(s) will review any requests for information (RFIs) submitted by subcontractors prior to submission to the Architect to ensure such RFIs are not already clearly and unambiguously answered in the Contract Documents. The Owner shall look to the Contractor for reimbursement for the Architect's time and expenses in reviewing RFIs which are already clearly answered or inferable from the Contract

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Documents in accordance with the Architect's standard rates. In the event of a disagreement over such compensation, the judgment of the Owner's representative shall prevail.

...

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Twenty (20) visits to the site by the Architect during construction

.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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§ 5.7 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.~~The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.The Owner shall include a clause in all Owner contracts with project construction contractors, construction managers and consultants requiring each to maintain insurance, including professional liability insurance, as appropriate to the services or work being performed, and to indemnify and hold harmless the Owner, Architect and their respective shareholders, directors, officers, employees, and agents, from any and all (i) claims resulting from their negligence in the performance of their Work or (ii) claims by their employees and the employees of their subconsultants and subcontractors. Owner, Architect and their respective shareholders, partners, officers, employees, and agents shall be named as additional insured on their CGL, Auto and Umbrella insurance policies.

§ 5.8 The Owner shall ~~coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.~~furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish ~~tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.~~all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall ~~furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.~~provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.11 The Owner shall ~~provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.~~include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional

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responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.12 ~~The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.~~Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 ~~Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement.~~ The Owner shall provide the Architect ~~a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.~~access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.14 ~~The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.~~Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

~~§ 5.15~~ ~~Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

PAGE 17

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document ~~A201–2017,~~ A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 To the fullest extent permitted by law, The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by ~~the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement.~~ a mutually agreed upon mediator. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

...

[X] Litigation in a court of competent jurisdiction

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...

§ 8.3 ~~Arbitration~~Not Used

§ 8.3.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

§ 8.3.1.1 ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

§ 8.3.2 ~~The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.3 ~~The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 ~~Consolidation or Joinder~~Not Used

§ 8.3.4.1 ~~Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

§ 8.3.4.2 ~~Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

§ 8.3.4.3 ~~The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

§ 8.4 ~~The provisions of this Article 8 shall survive the termination of this Agreement.~~

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N/A

...

N/A

...

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

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§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document ~~A201–2017,~~ A201–2007, General Conditions of the Contract for Construction.

...

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement. All certifications made by the Architect shall be based on 'the best of their knowledge, information, and belief' whether or not so stated in the certification.

PAGE 20

§ 10.6 Unless otherwise required in this Agreement, ~~the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.~~ it is understood and agreed that Architect is not, and has no responsibility as, a handler, generator, operator, treater, storer, transporter, or arranger for transport or disposal of hazardous materials or toxic substances found or identified at the site, and that Architect shall not be responsible to undertake or arrange for the handling, removal, treatment, storage, transportation, or disposal of hazardous materials or toxic substances or constituents found or identified at the site. A hazardous material or toxic substance is any material or substance identified now or in the future as hazardous or toxic under any federal, state or local law or regulation, or any other material or substance that may be considered hazardous, toxic or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or cleanup. For purposes of this agreement, the term hazardous material shall include asbestos, polychlorinated biphenyl (PCB), mold, mildew, fungi or other similar microbial conditions.

§ 10.6.1 To the fullest extent permitted by law, Owner agrees to indemnify, defend and save harmless the Architect from and against any and all liabilities, demands, claims, penalties, damages, forfeitures, suits, and the costs and expenses arising from hazardous or toxic substances or conditions (including costs of defense, settlement and reasonable attorneys and expert fees and expenses), except to the extent the hazardous or toxic conditions result from the sole negligence or willful misconduct of the Architect.

§ 10.6.2 If Architect or any other party encounters undisclosed hazardous or toxic substances or conditions, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed hazardous or toxic substances or conditions, then Architect may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist professionals or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

§ 10.6.3 Owner and Architect agree that the discovery of undisclosed hazardous or toxic substances or conditions constitutes a changed condition, which may require a renegotiation of the Scope of Services, negotiation of Additional Services, or termination of services. Owner shall rely on Architect's judgment as to the continued adequacy of this Agreement in light of discoveries that were not anticipated or known. If Architect determines that renegotiation is necessary, Architect and Owner shall in good faith enter into renegotiation of this Agreement to permit Architect to continue to meet Owner's needs. If renegotiated terms cannot be agreed to, Owner agrees that Architect has the right to terminate this Agreement. If the Agreement is terminated, Owner shall pay Architect for all services performed and expenses incurred up to and including the date of termination, plus reasonable termination costs.

PAGE 21

.1 ~~Stipulated Sum~~**Phase I – Conceptual Design Services:** Phase I included a feasibility study with Programming, Preliminary Site Design, Preliminary Building Plans and Cost Estimates based on cost per square foot analysis. Conceptual options were then provided for a new facility on preferred site locations. Cost estimates were provided for any options, allowing the owner to select an option for Phase II. This analysis was previously completed**.** It was the intent of this phase to define the project to

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an extent that will allow the Villages to decide upon a course of action for the remainder of the project and move into Phase II.

~~*(Insert amount)*~~

.2 **Phase II –** Project Completion: To consist of architectural and engineering services to complete Schematic Design through the Construction phases of the project as accepted and approved in the Phase I process and as defined within this proposal, as follows:

For a new facility design, we propose a fee of 7.0% of the cost of work as defined in Article 6, minus the fee for Phase I from the previous agreement.

~~**.2** Percentage Basis~~

~~*(Insert percentage value)*~~

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~**.3** Other~~

~~*(Describe the method of compensation)*~~

Alternate bids, if any, shall be compensated at the percentage fee (as indicated above) of the Cost of the Work as defined in Article 6 and shall be invoiced at 80% of the fee for items designed and bid but not built and at 100% of the fee for items designed, bid and built.

...

N/A

...

TBD

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (~~%),~~ 0%), or as follows:

PAGE 22

TBD

...

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty-Five	percent (	35	%)
Procurement Phase	Five	percent (	05	%)
Construction Phase	Twenty	percent (	20	%)

...

.11 ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~

.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

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§ 11.10.1.1 An initial payment of Zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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~~**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

One percent 1.0 % per month, cumulative

...

§ 12.1 Fast Track. If the Owner elects to employ an accelerated, phased or fast track design process (in which some of the Architect's design services overlap the construction work and are out of sequence with the traditional delivery method), Owner does so with full recognition of the inherent risks associated with these design methodologies. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. In recognition of the inherent risks of the fast tracking to the Architect and the benefits to the Owner, the Owner agrees to (i) waive all claims against the Architect for design changes, delays, disruptions or other modifications of portions of the Work already constructed due to the Owner's decision to employ the fast track process and (ii) indemnify and hold the Architect harmless, to the maximum extent permitted by law, from any and all damage, liability and cost, including reasonable attorney fees and defense costs, arising from third party claims, excepting those attributable to the negligence of the Architect or those for whom the Architect is legally liable. To compensate the Architect for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Owner's program requirements because of the Owner's decision to construct the project in a fast track manner Owner further agrees to include in the budget for the Project sufficient contingencies to cover such Additional Services.

§ 12.2 Remodeling/Rehabilitation. The Owner and Architect understand and acknowledge that in the remodeling or rehabilitation of existing structures, certain design and technical decisions are made based on assumptions that are based upon readily available documents and upon visual observation of existing open site conditions, as well as those concealed though observable with minimal effort at the judgment of the Architect, such as to examine above removable ceiling tiles. Owner and Architect shall identify and provide for all specific requirements relating to the need or destructive testing or other investigations relating to the remodeling or rehabilitation of an existing structure.

§ 12.3 Contingency Fund

§ 12.3.1 The Architect agrees, as a design professional, to provide architectural services in accordance with generally accepted architectural practices and standards. It is acknowledged by the parties that the design process for buildings is not an exact science and that it continues through the Construction Phase. Accordingly, it is understood and agreed that a need for modifications, changes, revisions, interpretations and/or clarifications of the Drawings and Specifications during the Construction Phase are anticipated, as a result of unforeseen conditions, concealed conditions, minor design refinements (other than errors and omissions), and that these changes may result in additional expenses to the Owner through the change order process.

§ 12.3.2 When the need for such changes, revisions, interpretations and/or clarifications becomes known to the Architect, he shall promptly investigate and take appropriate action in the form of drawings, specifications, written description, clarifications, or as otherwise may be necessary to facilitate the modification, change or revision as the case may be. The Architect shall have no liability or responsibility to the Owner or other parties for the costs resulting from such circumstances, except to perform such professional services at the agreed rates under Article 11 of this Agreement when they are due to unforeseen or concealed conditions, and at no additional cost to the Owner when they

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are a result of minor errors or omissions. The Owner agrees to budget for and provide a contingency fund based on a percent of the Cost of the Work against which theses costs will be charged

12.4 Delivery of Electronic Files. (Applicable in absence of E203 2013, G201 2013 and G202 2013)

12.4.1 In accepting and utilizing any Instruments of Service or data in any form of electronic media generated and furnished by the Architect, the Owner and Construction Manager agree that all such electronic files are Instruments of Service of the Architect and the Architect's consultants, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights, except as set forth in Article 7 above.

12.4.2 The Owner agrees not to reuse these electronic files, in whole or in part, for any purposes other than for this Project. Except as permitted under Article 7 above, the Owner, Construction Manager and Contractor(s) agree not to transfer these electronic files to others outside of the Project Team (Owner and Owner's Consultants, Construction Manager, Contractor and appropriate Subcontractor(s)) without the prior written consent of the Architect. The Owner, Construction Manager and Contractor further agree to waive all claims against the Architect and the Architect's consultants resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Architect.

12.4.3 The Owner, Construction Manager and Contractor are aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between electronic files and the signed Construction Documents and hard-copy addendum(s) prepared by the Architect, the signed, sealed or hard-copy Construction Documents and addendum(s) shall govern.

12.4.4 In addition, the User (Owner, Construction Manager, Contractor(s), and/or Consultant) agree, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from User's modifications to the files not authorized by the Architect, or the User's unlicensed use of such files. Nothing in this section shall obligate one party to indemnify another party against that party's own negligence or intentional wrongdoing.

12.4.5 Under no circumstances shall delivery of electronic files for use by the Owner or others be deemed a sale by the Architect. In no event shall the Architect be liable for indirect or consequential damages as a result of the Owner's or others' use or reuse of the electronic files.

12.4.6 The Owner shall include this provision in its contract(s) with the Construction Manager, Contractor(s) and its Consultants.

§12.5 Construction Documents Omissions. If, due to the Architect's omission, a required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project. The Owner will not be responsible for redesign fees due to the Architect omission. The Architect will absorb the cost of redesign. Should there be an omission by the Architect the Owner will pay the cost of "betterment" at the time of bid. The architect will absorb the upcharge costs associated with a change order limited to no more than 10% of the item cost.

§12.5 Laboratory Testing. If the Architect is requested by the Owner to subcontract certain laboratory testing services on behalf of the Owner, the Architect agrees to do so in reliance upon the Owner's assurance that the Owner will make no claim or bring any action at law or in equity against the Architect as a result of these subcontracted services. The Owner understands that the Architect has not performed any independent evaluation of the testing laboratory's data and the Owner shall not rely upon the Architect to determine the quality or reliability of the testing laboratory's reports. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from the services performed by the testing companies and for tests recommended by the Architect and not completed per the Owner's direction, except only those damages, liabilities or costs caused by the negligence or willful misconduct of the Architect.

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§12.6 Design By Others.

§12.6.1 Architect is not responsible to Owner or any third-parties for errors, omissions or other deficiencies in the design services of any other design professional, design-build contractor, contractor, vendor or manufacturer rendering design, engineering or related services and not employed by Architect. Architect's sole liability in connection with the services of Owner's consultants, contractors or design-build contractors shall be to coordinate Owner's consultants', contractors' or design-build contractor's portion of the Instruments of Service. Owner shall require consultants, contractors or design-build contractor retained by Owner to coordinate their services and documents with those of Architect and Architect's consultants.

§12.6.2 Unless specifically otherwise indicated in the Contract Documents, any design services provided by Owner's consultants shall be performed by licensed professional consultants, who shall affix their seals on the appropriate documents prepared by them. The contracts between the Owner and Owner's consultants shall require the consultants to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflict. The Architect shall have no responsibility for the components of the Project designed by the Owner's consultants. Review by the Architect of Owner consultants' drawings and other instruments of service is solely for consistency with the Architect's design concept for the Project. The Architect shall be entitled to rely upon the technical sufficiency and timely delivery of documents and services furnished by Owner consultants, as well as on the computations performed by those consultants in connection with such documents and services. The Architect shall not be required to review or verify those computations or designs for compliance with applicable laws, statutes, ordinances, building codes, and rules and regulations, or certify completion or payment for the Work designed by the Owner's consultant. The Owner shall indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the services performed by the other consultants of the Owner.

§12.7 Indemnification

§12.7.1 To the fullest extent permitted by law, the Architect will indemnify and hold the Owner and its director, officers and employees harmless from that part of claims, costs, losses or damages, including reasonable attorney fees, but only to the extent caused by the negligent acts, errors or omissions of the Architect or the negligent acts, errors or omissions of the Architect's officers, directors, employees, and sub consultants or any other entity or person for whom Architect would be legally liable for, The Architect's obligation under this Section 12.7.1 does not include a duty to defend and the obligation to indemnify shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§12.7.2 To the fullest extent permitted by law the Owner will indemnify and hold the Architect and its directors, officers, and employees harmless from any and all claims, costs, losses, or damages, including reasonable attorney fees, but only to extent caused by the negligent acts, error or omissions of the Owner or the negligent acts, errors or omissions of the Owner's officers, directors, employees, and subconsultants or any other entity or person for whom the Owner would be legal liable for.

§ 12.8 Cap on Damages. In recognition of the relative risks, rewards and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, the Architect's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any causes, shall not exceed the Architect's fee or $50,000, whichever is less.

§12.9 Force Majeure. The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions other natural disasters; fires, riots, acts of terrorism, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Architect to perform its services in an orderly and efficient manner, the Architect shall be entitled to an equitable adjustment in schedule or compensation.

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§ 12.10 Exclusive Remedy. It is the intent of the parties to this Agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Architect and not against any of the Architect's employees, officers or directors.

§ 12.11 179D Energy Tax Deduction. The Owner shall designate the Architect as the sole beneficiary of the Internal Revenue Code Section 179D Energy Tax Deduction if available. **(Applicable to public contracts only.)**

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.2 ~~Building Information Modeling Exhibit, if completed:~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

...

(Check the appropriate box for any exhibits incorporated into this Agreement.)

~~[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204-2017 incorporated into this agreement.)*~~

PAGE 27

Wendel Rate

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Certification of Document's Authenticity

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:05:18 ET on 10/24/2024 under Order No. 4104246501 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Village of Harrison Public Safety Bldg.
W5298 State Road 114
Menasha, WI 54952

AGREEMENT INFORMATION:
Date: 11/1/2024

AMENDMENT INFORMATION:
Amendment Number: 01

Date: 11/5/2024

OWNER: *(name and address)*
Village of Harrison Public Safety Bldg.
W5298 State Road 114
Menasha, WI 54952

ARCHITECT: *(name and address)*
Wendel Architecture, PC
204 E. Grand Avenue, Suite 200
Eau Claire, WI 54701

The Owner and Architect amend the Agreement as follows:

Construction Management as Advisor Scope of Services

ARTICLE 1 GENERAL
§ 1.1 A Construction Manager as Advisor (hereinafter "Construction Manager") will be assigned to provide Construction Management services. Wendel Architecture, PC will sub-contract with our construction firm, Wendel Construction, Inc., to provide Construction Management services.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
§ 2.1 The Construction Manager shall provide the Construction Management services as set forth in this Amendment.

§ 2.2 The Construction Manager's services shall be performed consistent with the skill and care ordinarily provided by Construction Managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.4 The Construction Manager shall consider and render all decisions and perform their duties in consulation with and in the best interests of the Owner at all times, consistent with the skill and care ordinarily provided by Construction Managers practicing in the same or similar locality under the same or similar circumstances.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
§ 3.1 Definition
Construction Manager Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The

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Construction Manager shall also provide recommendations to the Owner and Architect on constructability, alternative designs or materials, sequencing for phased construction, time requirements for procurement, and potential Value Engineering considerations for cost reductions (if requested).

§ 3.2.3 The Construction Manager shall prepare and periodically update the Master Project schedule for the Owner's review and acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.4 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare an estimate of the Cost of the Work at the approximately 30% and 75% complete Construction Document stages. The estimates shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.5 The Construction Manager shall prepare a Master Project Budget based on the 30% and 75% Construction Document packages prepared by the Architect for the Owner's review and acceptance.

§ 3.2.6 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.7 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.8 The Construction Manager shall provide recommendations to the Owner on the division of the Project into Multiple Prime Contracts for the construction of various categories of Work, including the method to be used for bidding, selecting and awarding Contracts If Multiple Prime Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.9 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of 3rd party special inspections and testing laboratories required for the Project.

§ 3.2.10 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.11 Following the Owner's approval of the Final Drawings and Specifications, the Construction Manager shall review the latest estimate of the Cost of the Work prepared by the Construction Manager and update the Master Project Budget and Master Project Schedule for the Owner's review and approval.

§ 3.2.2 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall publically issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Master Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.13 The Construction Manager shall receive bids, de-scope/interview the two (2) lowest bidders from each Multiple Prime Contract, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.3 Construction Phase Administration of the Construction Contract

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§ 3.3.1 The Construction Manager shall assist the Owner in preparing Construction Contracts direct with the Owner and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.3.2 The Construction Manager shall assist the Owner in obtaining the building permits and utility service connections/upgrades, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3.3 Subject to Section 4.2.2, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment

§ 3.3.4 The Construction Manager shall provide a staffing plan to include the following maximum involvement:

a) One full-time (40 hours/week), on-site representative who shall be in attendance at the Project site whenever the work is being performed.
b) One part-time (12 hours/week), Project Manager
c) One part-time (8 hours/week), Project Administrative Assistant

§ 3.3.5 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A201, General Conditions of the Contract for Construction - latest edition.

§ 3.3.6 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Master Project schedule and the Contract Documents.

§ 3.3.7 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update and maintain the Master Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those with long-lead delevery schedules that must be ordered well in advance of construction. The Master Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Master Project schedule as required to show current conditions. If an update indicates that the previously approved Master Project schedule may not be met, the Construction Manager shall facilitiate Contractor recovery plans and recommend corrective action, if any, to the Owner and Architect.

§ 3.3.8 The Construction Manager shall schedule and conduct meetings on-site to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.9 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Master Project schedule.

§ 3.3.10 The Construction Manager shall coordinate 3rd party tests and special inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and special inspection reports to the Owner and Architect.

§ 3.3.11 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.12 The Construction Manager shall update and maintain the Master Project Budget for cost control, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related

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to all of these costs, using a fully-transparent, open-book format where all unused project funds are returned to the Owner at project completion.

§ 3.3.13 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.13.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.13.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

.1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.

.2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect and Owner.

.3 The Owner and Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors. Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than ten percent (10%). The Construction Manager shall facilitate the execution of Multiple Prime Contracts with the Owner in accordance with those agreements.

§ 3.3.13.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.13.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.14 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.15 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log

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and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.19.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§3.3.16 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

§3.3.17 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information (RFI's) of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§3.3.16 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.1.10.

§3.3.19 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§3.3.19.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

.1 Work completed for the period;
.2 Project Schedule status;
.3 Submittal schedule and status report, including a summary of remaining and outstanding Submittals;
.4 Request for information, Change Order, and Construction Change Directive status reports;
.5 Access to tests and inspection reports;
.6 Status report of nonconforming and rejected Work;
.7 Access to daily logs;
.8 Summary of all Multiple Prime Contractors' Applications for Payment;
.9 Project Budget Status to date including the Multiple Prime Contractor Costs, Architect, Consultant and Construction Manager's compensation, Owner Costs and reimbursable expenses at the job site, if any;
.10 Any other items as agreed to between the Construction Manager and the Owner.

§3.3.20 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain a cloud-based contract management site using "Procore" where electronic files are kept for all project related Contracts, Drawings, Specifications, addenda, contract documents, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall make all such documents available to the Architect and the Owner, and upon completion of the Project, shall deliver them to the Owner in electronic copy format.

§3.3.21 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

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§3.3.22 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing, start-up and training of utility services, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§3.3.23 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager, with the assistance of the Architect, shall prepare a list of incomplete or unsatisfactory items (punch list) and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§3.3.24 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Multiple Prime Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§3.3.25 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§3.3.26 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§3.3.27 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, and Architect. Consent shall not be unreasonably withheld.

§3.3.28 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager, as an additional service, shall conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility and authorized in writing by the Owner as additional services, and the Owner shall compensate the Construction Manager.

Additional Services:	Responsibility: (Construction Manager, Owner or Not Provided)	Location of Service Description: (Section 4.2 below or in an exhibit attached to this document and identified below)
§4.1.1 Measured drawings	Not Provided	
§4.1.2 Tenant-related services	Not Provided	
§4.1.3 Commissioning (B211™–2007)	Not Provided	
§4.1.4 LEED® certification (B214™–2007)	Not Provided	
§4.1.5 Furniture, furnishings, and equipment design (B253™–2007)	Not Provided	

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§4.1.6 Items not specifically identified in the Scope of Construction Manager's Basic Services Not Provided

§4.2 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4 shall entitle the Construction Manager to compensation.

§4.2.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, scope, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;

.3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;

.4 Preparation for, and attendance at, a public presentation, meeting or hearing;

.5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;

.6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;

.7 Assistance to the Initial Decision Maker, if other than the Architect; or

.8 Service as the Initial Decision Maker.

.9 Services required beyond the assumed Four (4) month preconstruction and Fourteen (14) month construction duration

.10 Services in evaluating Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision maker.

.11 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage.

§ 4.2.2 If the services covered by this Agreement have not been completed within Fourteen (14) months of the date of award of the initial Contract(s) for construction, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 NOT USED

ARTICLE 6 NOT USED

ARTICLE 7 COMPENSATION

§ 7.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid "Thirty (30)" days after the invoice date shall bear interest at the prime rate plus one and one-half percent (1.5%) per month cumulative, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

§ 7.2 If the Owner's auditors report the Cost for the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall not be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007 unless the Owner specifically authorizes such action in writing. If such action has been authorized by the Owner, the Construction Manager may make a request for mediation within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment.

ARTICLE 8 SCOPE OF THE AGREEMENT

§ 8.1 This Agreement may be amended only by written instrument and signed by the Owner and Construction Manager.

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The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

«« Construction Manager as Advisor Services:

Preconstruction Phase:	Fee	Fee Type
Pre-Construction Phase	$30,000.00	Lump Sum
Construction Phase & General Conditions:		
Construction Manager's Fee	3.0% of the Cost of the Work	Lump Sum
Construction Management Labor Rate	$38,000.00	T & E Estimate (Monthly)
Monthly Reimbursable Expenses	$6,000.00	T & E Estimate (Monthly)
Hourly Rates (At Cost):		
On-Site Construction Manager	$145/Hour	
Project Manager	$185/Hour	
Administrative Assistant	$75/Hour	

Fee Notes:
1) The professional scope and fees outlined in this Amendment are based on a total Cost of Work that is yet to be determined. Should the scope of the construction work change or the preconstruction and construction phase maximum durations noted below be extended for any reason, an additional services request outlining the scope of additional professional services and associated fees will be prepared and submitted to the Owner for review and approval prior to the start of any such additional services.

2) Reimbursable expenses are not part of the fees noted above and include out-of-pocket expenses directly related to this project, such as travel costs, printing costs, postage, etc. and will be billed as such at cost.

3) Should the Construction Manager be required to perform additional services beyond those outlined above, we shall be compensated on an hourly or fixed sum basis for a mutually agreed scope of services.

4) Our fee and schedule proposal is valid for 45 days. If we do not receive a signed notice to proceed before that date, we respectfully reserve the right to re-evaluate our proposal.

5) Time and Expense (T&E) Estimated and Allowance budgets may require fee adjustments, up or down, depending on the actual level of effort required and/or requested. All unused fees will be returned to the Owner at project completion. »
»

Schedule Adjustment:

« Work on this project will begin within five (5) days of written notice to proceed and will be completed in the following approximate timeframes.

Preconstruction Phase - Pre referendum	4 Months Maximum
Preconstruction Phase - Post referendum	4 Months Maximum
Construction Phase	14 Months Maximum (incuding one month start-up and one month close-out)»

»

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SIGNATURES:

ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
DATE	**DATE**

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VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Ordinance Zoning Map Amendment 24-15 – Mel Baeten – Highline Rd – Parcels 39012, 39018, 39010

Issue:
Does the Village Board approve the zoning map amendment from Agriculture to RS2?

Background and Additional Information:
During the July 30, 2024 Village Board meeting, the applicant withdrew a request to rezone this area to Single-Family Residential (Traditional) [RS-2].

During the August 20, 2024 Plan Commission meeting, the applicant withdrew a request to rezone this area to Single-Family Residential (Suburban) [RS-1].

The applicant, again, is proposing a zoning map amendment (rezoning) to rezone from General Agriculture [AG] and Rural Residential [RR] to Single-Family Residential (Suburban) [RS-1] for the property located south of Amy Ave and west of Highline Rd, and wholly within parcels 39012, 39018, and 39010. The total area of the rezone is 52.1746 acres.

Per previous discussions, staff has asked for a site plan. This time, a site plan, which is attached has been provided.

The purpose of the rezone is to accommodate a future residential subdivision. The site plan reflects single-family lots greater than 12,000 square feet.

The Comprehensive Plan and Future Land Use Map identifies this area as Single-Family Residential. The proposed rezone is consistent with the Comp Plan.

Findings of Fact:
- A Class 2 notice was published for the proposed zoning Map Amendment for the August Plan Commission meeting
- Property owners within 300-feet of the subject property have been notified via first-class mail for the August Plan Commission meeting.

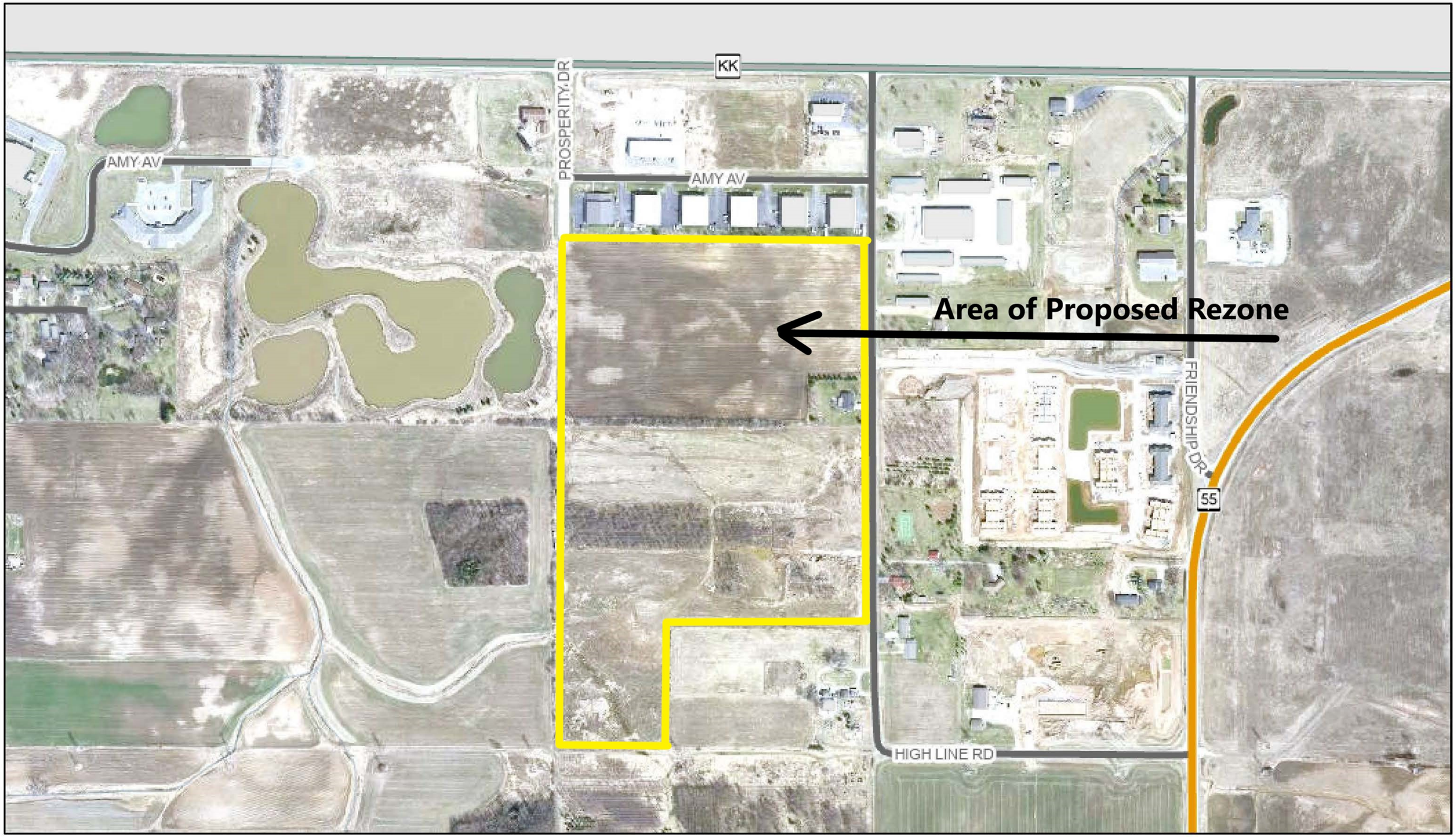
Budget Impacts:
None

Recommended Action:
Motion as determined by the Board.

Attachments:
- Aerial - Rezone.pdf

- Zoning Map.pdf
- Concept Plan.pdf
- V24-15 Zoning Map Amendment - Spranger Estates - Parcels 39012, 39018, 39010.pdf

ArcGIS Web Map



7/2/2024, 11:02:46 AM

County Boundary
Regional Counties
Building Footprint
Rivers and Streams Zoom

Calumet Roads Cartographic
State Highways
County Highways
Local Roads
City Streets

Municipal Boundary
Village Boundary
Regional Counties Outline

Calumet County 2021 Orthophoto
Red: Band_1
Green: Band_2
Blue: Band_3

1:9,028

0 0.05 0.1 0.2 mi

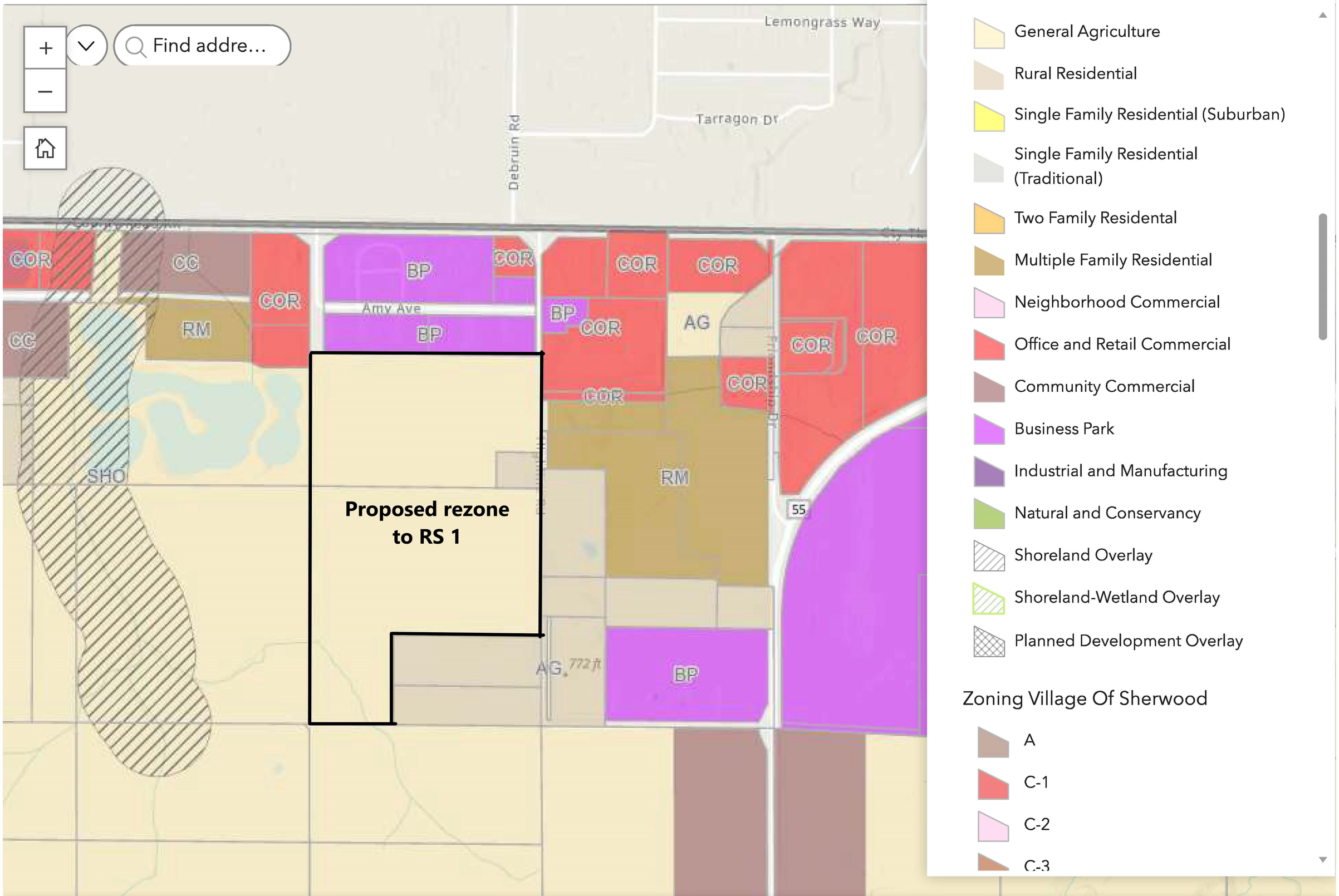
0 0.07 0.15 0.3 km

ArcGIS Web AppBuilder

Esri, NASA, NGA, USGS | County of Calumet, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS | Calumet County Land Information Office |

Calumet County
WISCONSIN
Land Information Office

Calumet County Zoning Map



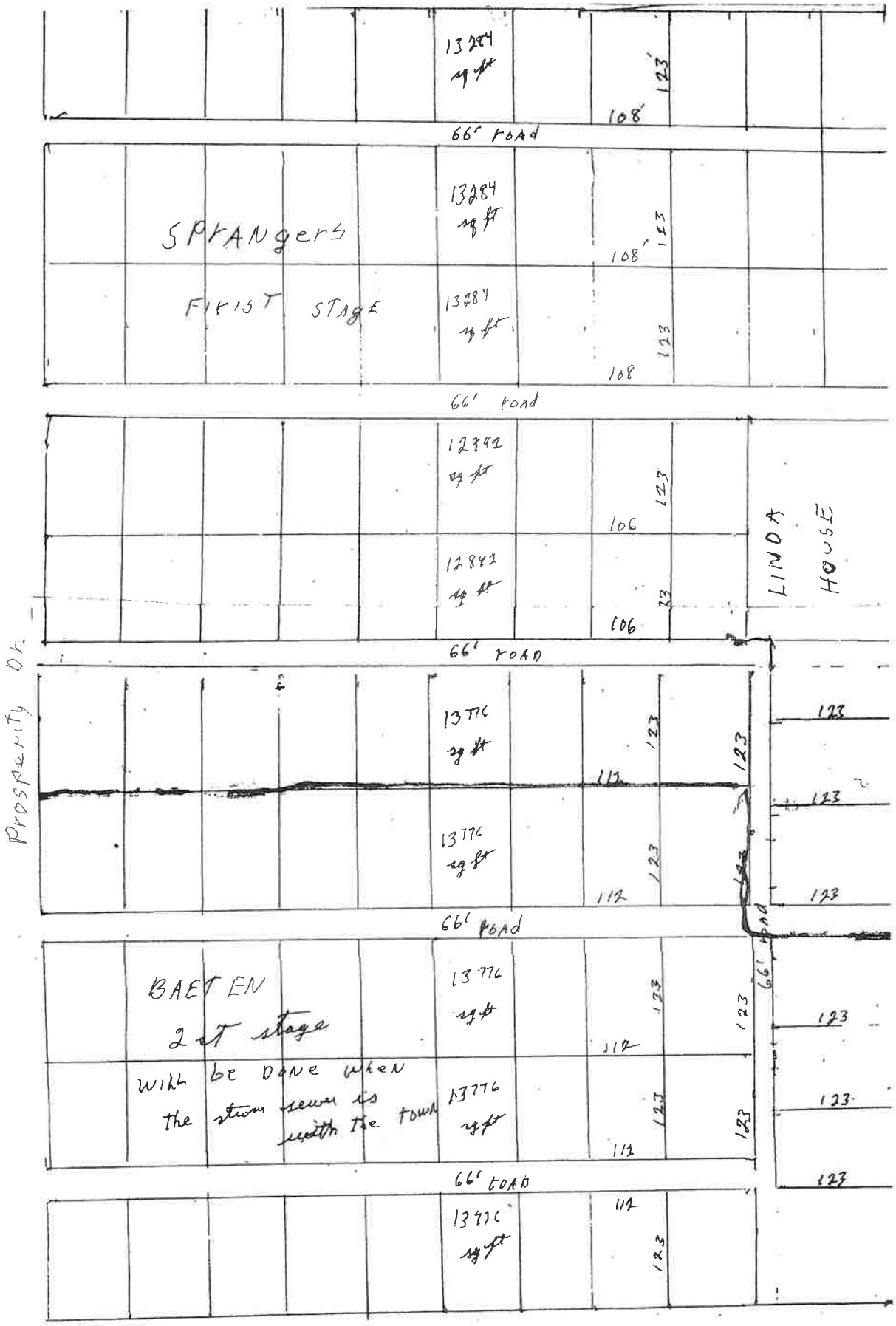
Legend

- General Agriculture
- Rural Residential
- Single Family Residential (Suburban)
- Single Family Residential (Traditional)
- Two Family Residental
- 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
- C-2
- C-3

Esri, NASA, NGA, USGS, FEMA | Esri Community Maps Contributors, County of Calume ...penStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoT... Powered by Esri


13284 sq ft
123'
108'
66' ROAD
SPRANGERS
FIRST STAGE
13284 sq ft
108'
123
13284 sq ft
108
123
66' ROAD
12942 sq ft
106
123
LINDA HOUSE
12842 sq ft
106
123
66' ROAD
PROSPERITY DR.
13776 sq ft
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123
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66' ROAD
BAETEN
2nd stage
WILL be DONE WHEN
the storm sewer is
with the town
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ORDINANCE V24-15

AN ORDINANCE AMENDING THE VILLAGE OF HARRISON OFFICIAL ZONING MAP.
(Spranger Estates, Parcels 39012, 39018, & 39010)

WHEREAS, a public hearing on the zoning map amendment was held by the Harrison Plan Commission on October 22, 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 to defer the decision to the Village Board 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] and Rural Residential [RR] to Single-Family Residential (Suburban) [RS-1].

Land contained wholly within Parcels No. 39012, 39018 & 39010 and specifically described as:

CSM 2182 and Unplatted lands all being part of the Northwest ¼ of the Fractional Northeast ¼ and Unplatted lands being part of the Southwest ¼ of the Fractional Northeast ¼ of Section 01, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin, containing 2,272,726 square feet (52.1746 acres) of land described as: Commencing at the North ¼ corner of Section 1; thence, along the West line of the Fractional Northeast ¼ of said Section 01, S00°06'12"E, 713.73 feet to the point of beginning; thence S89°19'39"E, 1299.53 feet to the East line of the Southwest ¼ of said Fractional Northeast ¼; thence, along said East line, S00°09'00"E, 1563.96 feet; thence, N89°36'44''W, 830.29 feet; thence, S00°09'00"E, 500.02 feet to the South line of the Northeast ¼ of Section 1; thence, N89°36'44"W, 470.85 feet to said West line of the Fractional Northeast 1/4 ; thence, N00°06'12"W, 2070.42 feet to the point of beginning.

Subject to all easements and restrictions of record.

EFFECT. This ordinance shall be in force and effect upon passage 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 29th day of October 2024.

_____
Allison Blackmer, Village President

_____
Attest: Vicki L. Tessen, Village Clerk

Recorded Vote: ____ For ____ Against

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Final Plat – Cedar View Subdivision– LouMar Properties, LLC - Parcels 33408 & 33418

Issue:
Does the Village Board wish to approve the Final Plat of the Cedar View subdivision?

Background and Additional Information:
The applicant is proposing a 12-lot and 1-outlot final plat for the Cedar View Subdivision. The subdivision is located south of Manitowoc Rd and east of Southtowne Dr. Access is from Kimberly Trl and would connect Kimberly Tr between Southtowne Place subdivision with Papermaker Ridge II subdivision. The area encompasses roughly 6.4 acres, all within parcels 33408 and 33418.

The Village Board approved the preliminary plat with conditions on June 25, 2024. The area is zoned Single-Family Residential (Suburban).

Lots average around 12,000 square feet with larger lots near the north end of Cedar Court, which ends in a cul-de-sac All lots meet the minimum size of the proposed zoning district.

All roadways are proposed to be dedicated to the public at a width of 60-feet for the right-of-way, mirroring the neighboring subdivisions. Sewer and water will be extended through the subdivision.

Budget Impacts:

Recommended Action:
The Plan Commission recommends approval of the Final Plat for Cedar View Subdivision with the following conditions:

1. Lot 1 Wetland: Sale of lot shall not occur until wetland impacts are remediated by the WI Department of Natural Resources.
2. Lots 11 and 12 Wetlands: Future sale of these lots should follow the "MADI Foundation Plans" as provided by McInnis Land Surveying for the placement of the new home as to not impact the wetland.
3. Erosion Control Silt Fence shall be installed, in accordance with State Specifications, along the right-of-way line of all streets prior to roadway acceptance.
4. All lots shall have a storm sewer lateral provided for sump pump discharge.
5. All drainageways, drainage easement, and associated infrastructure shall be installed, graded and seeded prior to roadway acceptance.
6. All utilities, including but not limited to, sanitary sewer, water, storm sewer, gas, electric, cable, phone, shall be installed prior to roadway acceptance.
7. The Village Board shall accept the roadway in a "graveled state", with a temporary asphalt binder, prior to issuance of building permits and zoning permits.
8. All final improvements, including but not limited to, curb & gutter, asphalt paving, sidewalks, and

trails shall be installed prior to issuance of building permits or zoning permits, unless the Village Board approves a Subdivision Development Agreement to allow for improvements to be installed at a later date.

9. If applicable, wetland determinations and/or studies shall be provided to the Village.
10. Benchmarks shall be established on all hydrant tag bolts.
11. Grading/Drainage Plan shall identify elevations of ground at the foundation

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Attachments:

- Aerial Map.pdf
- 24-003 - Final Plat 10-10-24 1 of 2 signed.pdf
- 24-003 - Final Plat 10-10-24 2 of 2 signed.pdf
- Cedar View - Lot 11 - MADI foundation.pdf
- Cedar View - Lot 12 - MADI foundation.pdf

Calumet County Interactive Map

Menasha GIS Appleton GIS Calumet Land Informa

Find address or place

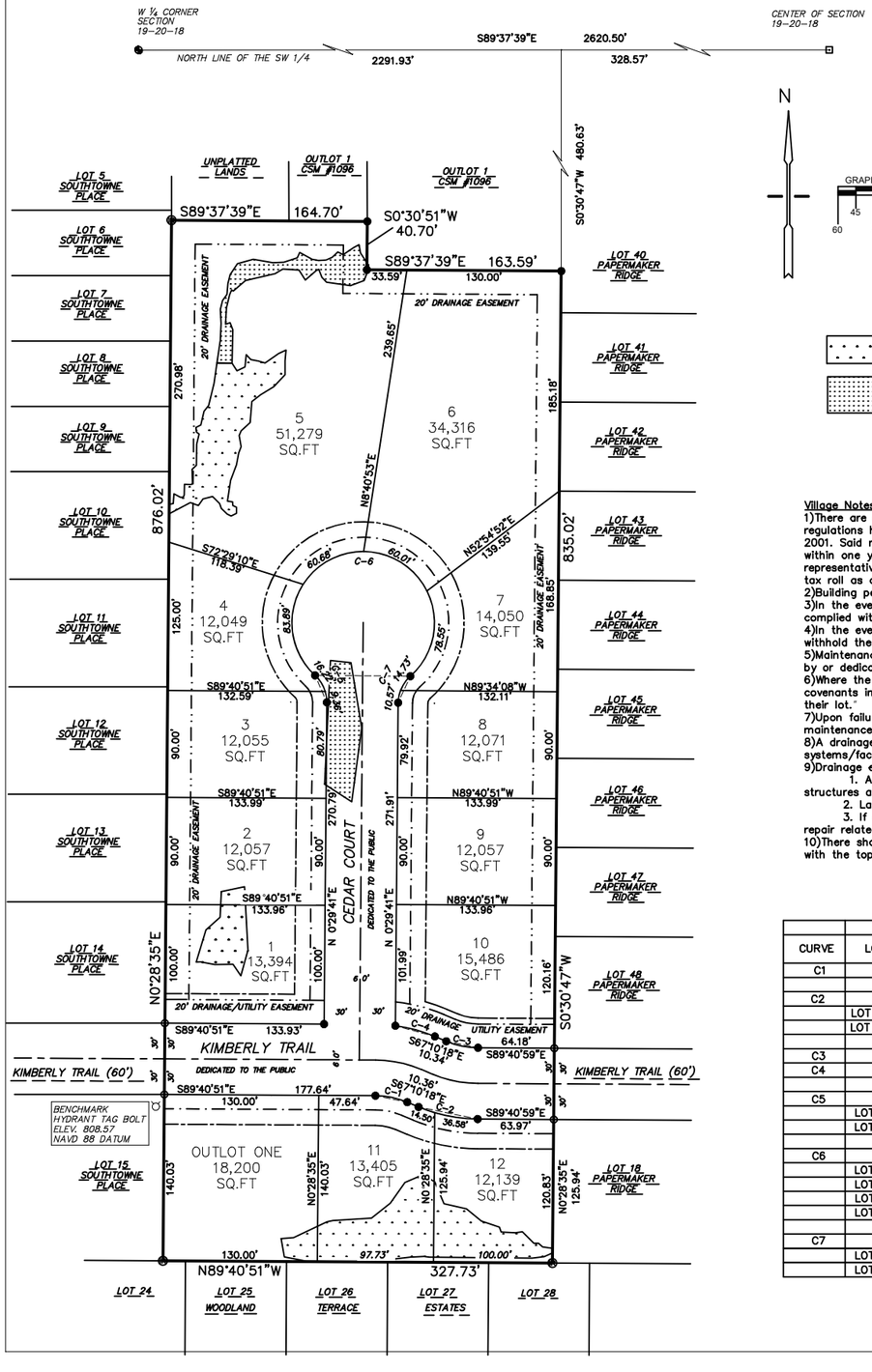
Location of Final Plat

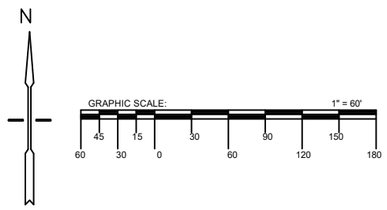
-88.35483 44.21958 Degrees

300ft

CEDAR VIEW SUBDIVISION

A PARCEL OF LAND BEING PART OF LOT TWO AND PART OF OUTLOT ONE OF CERTIFIED SURVEY MAP #1096, IN VOLUME 7 OF SURVEY MAPS ON PAGE 342 AS DOCUMENT #176379, BEING PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 18 EAST, VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN.





LIMIT OF WETLANDS AS DELINEATED BY DAVEL CONSULTANTS, LLC PROJECT NO.: CAL18-001-01 (TYPICAL)

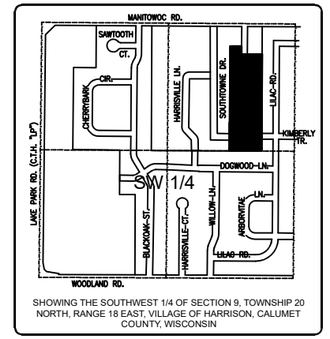
NON-FEDERAL WETLAND EXCEPTION DETERMINATION PER THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES, EXE-NE-2024-8-01785, JUNE 14, 2024 AND CONCURED WITH BY USACE ON MAY 31, 2024 (2019-021390-JLK).

● = 2" IRON PIPE WITH CALUMET COUNTY CAP FOUND
● = 1-1/4" X 24" SOLID ROUND IRON REBAR SET, WEIGHING 1.502 LBS. PER LIN. FT.
○ = 1-1/4" SOLID ROUND IRON REBAR FOUND
Ⓜ = 3/4" SOLID ROUND IRON REBAR FOUND
⊡ P.K. NAIL FOUND
( ) = RECORDED AS BEARING/DISTANCE

- 3/4" X 24" SOLID ROUND #6 IRON REBAR SET AT ALL OTHER LOT CORNERS, 1.502 LBS. PER LIN. FT.
- ALL DIMENSIONS COMPUTED AND MEASURED TO THE NEAREST 0.01 FOOT.
- ALL BEARINGS COMPUTED AND MEASURED TO THE NEAREST SECOND.

FRONT YARD SETBACK TO BE 25' UNLESS NOTED OTHERWISE

DENOTES 12' UTILITY EASEMENT UNLESS NOTED OTHERWISE



SHOWING THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 18 EAST, VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN

Village Notes:

1)There are ordinance regulations that have been passed by the Village of Harrison requiring the maintenance of lot drainage plans on a permanent basis. Said regulations have been recorded as Document Number 331468, 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 lawns 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 compliance or upon failure of compliance 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.

2)Building permits and occupancy permits may be withheld for non-compliance with the plat or village ordinances relating to drainage and storm water management.

3)In the event that, the surface drainage facilities required by the plat which are applicable to the lot for which a building permit has been applied, have not been complied with, the building inspector may withhold building permits required by the building code.

4)In the event that, after construction there is a failure to establish surface grades in accordance with the subdivision surface water plan, the building inspector may withhold the occupancy permit required by the building code.

5)Maintenance of all drainageways and associated structures within the plat or serving the plat is the sole responsibility of the owner/subdivider until the acceptance by or dedication to the Village of Harrison

6)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."

7)Upon failure of the owner/subdivider to perform maintenance of the drainageways and associated structures, the Village of Harrison retains the right to perform maintenance and/or repairs. The payments of said maintenance and/or repairs shall be equally assessed among the property owners of the plat.

8)A drainage plan has been filed with the Village of Harrison which stated the required levels of maintenance for all the identified storm water management systems/facilities.

9)Drainage easement notes:

1. All lands within areas labeled "drainage easement" are reserved for stormwater collection, conveyance, treatment or infiltration. No buildings, fences, or other structures are allowed in these areas. No grading or filling is allowed in these areas that may interrupt stormwater flows any in way
2. Landscaping/plantings shall be restricted to ground cover.
3. If drainage easements are not adequately maintained, the Village of Harrison may levy the cost and expenses of such inspections, maintenance, and/or repair related actions as a special charge against the property and collected as such in accordance with the procedures under Wis. Stats. 66.0627.

10)There shall be no lower exposed openings on lots containing a drainage easement. Any egress windows will require a window well with the top elevation consistent with the top of house foundation elevation.

CURVE	LOT	CENTRAL ANG	ARC	RADIUS	CHRD BEAR	CHRD DIST	TANGENT IN	TANGENT OUT
C1		22°30'33"	27.50'	70.00'	S78°25'34.5"E	27.32'	S89°40'51"E	S67°10'18"E
C2		22°30'41"	51.08'	130.00'	S78°25'38.5"E	50.75'	S67°10'18"E	S89°40'59"E
	LOT 11	6°23'29"	14.50'	130.00'	S70°22'02.5"E	14.49'		
	LOT 12	16°07'12"	36.58'	130.00'	S81°37'23"E	36.45'		
C3		22°30'41"	27.50'	70.00'	S78°25'38.5"E	27.33'	S67°10'18"E	S89°40'59"E
C4		15°14'28"	34.58'	130.00'	S74°47'32"E	34.48'	S82°24'46"E	S67°10'18"E
C5		48°02'53"	25.58'	30.50'	N23°31'45.5"W	24.83'	N00°29'41"E	N47°33'12"W
	LOT 3	17°34'54"	9.36'	30.50'	N 8°17'46"W	9.32'		
	LOT 4	30°27'59"	16.22'	30.50'	N32°19'12.5"W	16.03'		
C6		276°05'45"	289.13'	60.00'	S89°30'19.5"E	80.22'	N47°33'12"W	S48°32'33"E
	LOT 4	80°06'25"	83.89'	60.00'	S 7°29'59.5"E	77.22'		
	LOT 5	57°56'35"	60.68'	60.00'	S61°31'30.5"W	58.12'		
	LOT 6	63°02'14"	60.01'	60.00'	N57°59'05"W	62.73'		
	LOT 7	75°00'31"	78.55'	60.00'	N11°02'19"E	73.06'		
C7		48°02'53"	25.58'	30.50'	S24°31'06.5"W	24.83'	S48°32'33"W	S00°29'41"W
	LOT 7	27°40'24"	14.73'	30.50'	S34°42'21"W	14.59'		
	LOT 8	20°22'29"	10.85'	30.50'	S10°40'54.5"W	10.79'		

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

THIS INSTRUMENT DRAFTED BY C.A. MCINNIS
MCINNIS LAND SURVEYING, LLC

CAMcD October 10, 2024

CORMAC A. MCINNIS, PLS-2286 DATED
MCINNIS LAND SURVEYING, LLC
2951 TIMBERLINE DR.
GREEN BAY, WI 54313

2024-08-14 – Curve Table
2024-09-09 – Revised Outlot/Easement
2024-10-09 – Lot 6 & 7, Outlot 1, Lot 11 & 12

SHEET 1 OF 2

WISCONSIN
CORMAC McINNIS
PLS-2286
GREEN BAY WI
LAND SURVEYOR

CEDAR VIEW SUBDIVISION

A PARCEL OF LAND BEING PART OF LOT TWO AND PART OF OUTLOT ONE OF CERTIFIED SURVEY MAP #1096, IN VOLUME 7 OF SURVEY MAPS ON PAGE 342 AS DOCUMENT #176379, BEING PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST ¼ OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 18 EAST, VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN.

Surveyor's Certificate:

I, Cormac A. McInnis, Professional Wisconsin Land Surveyor No. 2286, hereby certify that I have surveyed. divided and mapped "Cedar View Subdivision", being part of Lot Two and part of Outlot One of Certified Survey Map #1096, in Volume 7 of Survey Maps on page 342 as Document #176379, being part of the Northeast ¼ of the Southeast ¼ of Section 9, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin described as follows:

Commencing at the West ¼ corner of said Section 19; Thence South 89°37'39" East, 2291.93 feet along the North line of said Southwest ¼; Thence South 00°30'47" West, 480.63 feet to the Point of Beginning; Thence continuing South 00°30'47" West, 835.02 feet along the West line of said Certified Survey Map #1096; Thence North 89°40'51" West, 327.73 feet along the South line of said Certified Survey Map #1096; Thence North 00°28'35" East, 876.02 feet along the West line of said Certified Survey Map #1096; Thence South 89°37'39" East, 164.70 feet; Thence South 00°30'51" West, 40.70 feet; Thence South 89°37'39" East, 163.59 feet to the point of beginning.

That I have made such survey, land–division and plat by the direction of Loumar Properties, LLC, owner of said land, containing 280,632 square feet (6.44) acres of land more or less.

That this plat is a correct representation of all the 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 subdivisions regulations of the Village of Harrison and calumet county in surveying, dividing, and mapping the same.
dated this 10 day of October ,20 24 .

C A McI

_____
Cormac A. McInnis, PLS #2286

WISCONSIN
CORMAC McINNIS
PLS-2286
GREEN BAY
WI
LAND SURVEYOR

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:
Loumar Properties, LLC, a corporation duly organized and existing under and by virtue of the laws of the state of Wisconsin. as owner, does hereby certify that said corporation caused the land described on the plat to be surveyed, divided, mapped, and dedicated as represented on this plat.
Loumar properties, LLC, does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Department of Administration
Village of Harrison
Calumet County

In witness whereof, the said limited liability company has caused these presents to be signed by Kent Gross, Member and countersigned by Michelle Harmon–Gross, Member, at _____, Wisconsin and its corporate seal to be hereunto affixed on this _____ day of _____. 20_____.
in the presence of:
Loumar properties, LLC

Signed: _____
Kent Gross, Member
Countersigned: _____
Michelle Harmon–Gross, Member

State of Wisconsin)
)ss
Calumet County)
Personally came before me this_____ day of_____, 20_____, Members of the above named corporation, to me known to be the persons who execute the foregoing instrument, and to me known to be such Members of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by it's authority.

_____
Notary Public,
_____ County, WI.

My Commission Expires: _____

CERTIFICATE OF VILLAGE TREASURER:
State Of Wisconsin)
)SS
Calumet County)
I, Vicki Tessen, being the duly appointed, qualified and acting Village Treasurer of the Village of Harrison, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of _____ on any of the land included in the plat of "Cedar View Subdivision".

_____
Vicki Tessen, Village Treasurer Dated

CERTIFICATE OF COUNTY TREASURER:
State Of Wisconsin)
)SS
Calumet County)
I, Mike Schlaak, being the duly elected, qualified and acting Treasurer of the County of Calumet, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of _____ on any of the land included in the plat of "Cedar View Subdivision".

_____
Mike Schlaak, County Treasurer Dated

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

VILLAGE BOARD APPROVAL CERTIFICATE:
Resolved, that the plat of "Cedar View Subdivision" in the Village of Harrison, is hereby approved by the Village of Harrison.

Approved _____
Allison Blackmer, Village President Dated

Signed _____
Allison Blackmer Village President Dated

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

_____
Vicki Tessen, Village Clerk Dated

State of Wisconsin)
)SS
Calumet County)

I, Vicki Tessen, being duly elected, qualified and acting Clerk of the Village of Harrison, do hereby certify that the Village Board of the Village of Harrison passed a resolution Number on _____, authorizing me to issue a certificate of approval of the final plat of "Cedar View Subdivision", upon satisfaction of certain conditions, and do hereby certify that al conditions were satisfied and the approval was granted and effective on the _____ day of _____, 2024.

_____
Vicki Tessen, Village Clerk, Dated

Received for recording this _____ day of _____, 20_____ at _____m, and filed in cabinet _____ of plats in file number _____, Document Number _____,
Register of Deed, Calumet County.

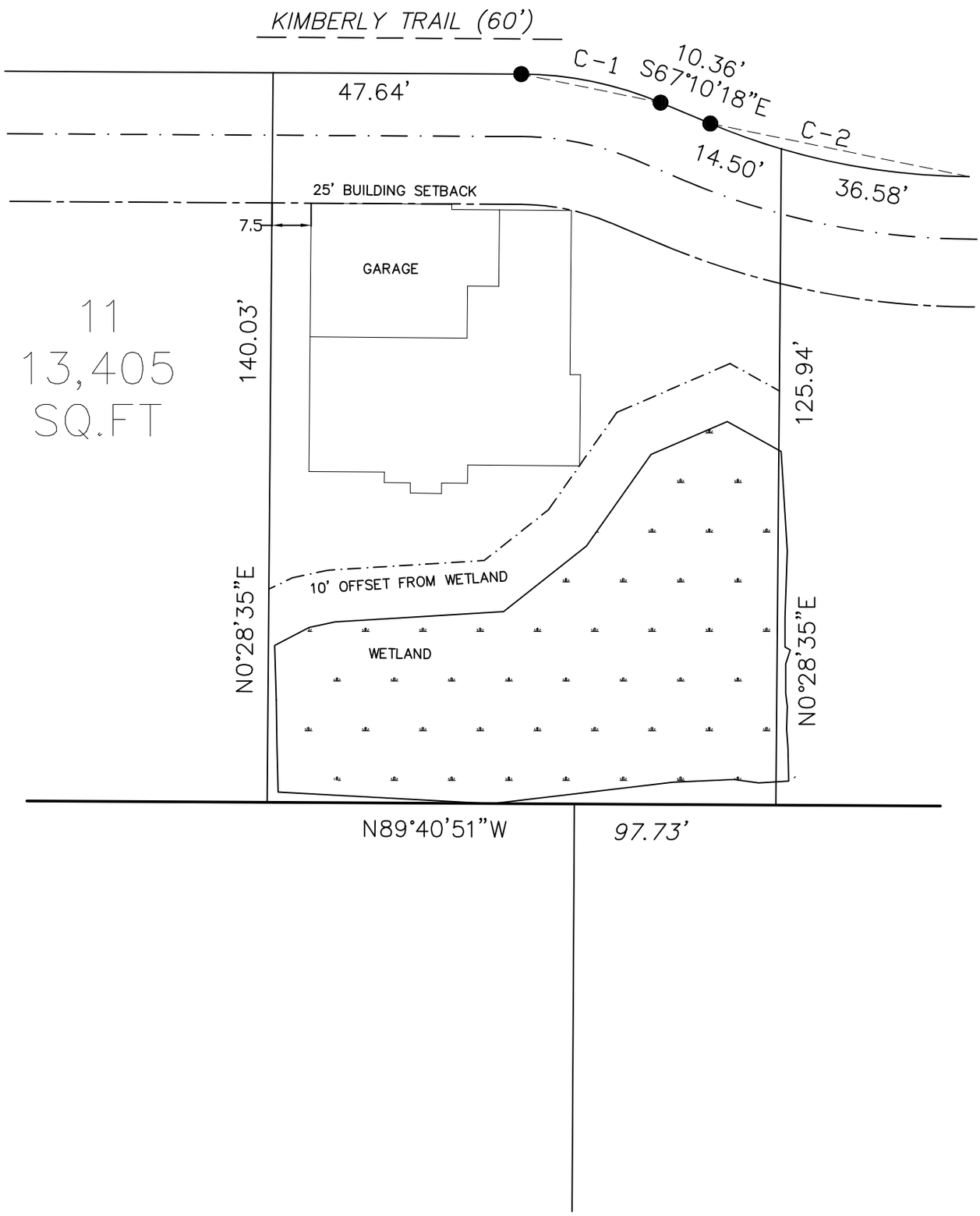
UTILITY EASEMENT PROVISIONS
An easement for electric, natural gas, and communications service is hereby granted to
Wisconsin Electric Power Company and Wisconsin Gas, LLC, A Wisconsin corporation doing business as WE Energies, Grantee
AT&T, Grantee, and
Spectrum, Grantee, and
Harrison Utilities and other utility providers, 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 those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, 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. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

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

NOTES:
- *No utility transformer or pedestals are to be set within 2 feet of a property corner monument, No conductors are to be buried within 1 foot of a property/lotline corner monument.*
- *Any agricultural draintile which is disturbed, cut or broken as part of the development of the plat or excavation for home construction must be repaired and/or relocated to allow for the draintile to continue to drain as orginally designed. The cost of repair and/or replacement of the draintile must be born by the party damaging the draintile.*

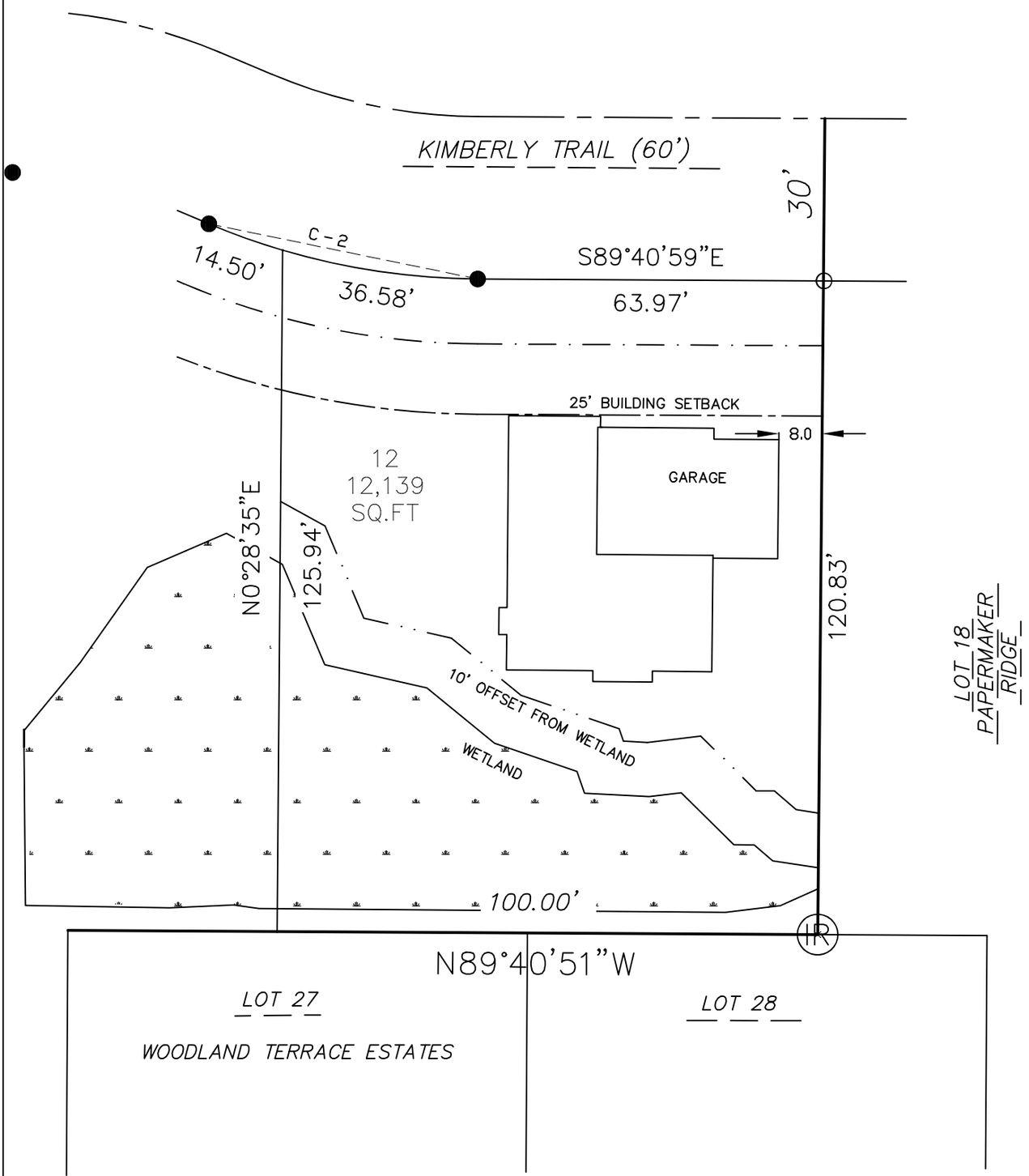
CEDAR VIEW SUBDIVISION
LOT 11
"MADI FOUNDATION PLAN"



McInnis Land Surveying, LLC
2951 TImberline Dr.
Green Bay, WI 54313
920-737-8164
mcinnislandsurveying@gmail.com

Project #	
Drawing #	
Date:	

CEDAR VIEW SUBDIVISION
LOT 12
"LOT 12 FOUNDATION PLAN



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Project #	
Drawing #	
Date:	

Village of HARRISON
WHERE OPPORTUNITY LIVES

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Certified Survey Map (CSM) – Dale and Cynthia Marx –Town of Woodville – Parcels 12383 & 12380

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

Background and Additional Information:
The Village of Harrison under state statute has extraterritorial platting (ETP) authority. Villages have been given up to 1.5-mile extent of land division control outside their corporate boundaries. A city/village exercising its ETP jurisdiction is an "approving authority" in the subdivision plat or certified survey map (CSM) review process. The purpose of this jurisdiction is to allow a city/village to come control in the quality and design of development that occurs near its borders, especially areas that may one day become part of the city/village. In this ETP case, the CSM is in the Town of Woodville.

The applicant proposes to combine parcels 12383 and 12380, then split the house and outbuildings on Lot 1 from the farmland on Lot 2. See the attached aerial maps and CSM.

The area is located in the Town of Woodville, directly east of the Harwood Rd and County Rd M interchange. Harwood Rd is the east-west border between the Town of Woodville and the Village of Harrison.

Budget Impacts:

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

Attachments:
- CSM Aerial 1.pdf
- CSM Aerial 2.pdf
- Marx Updated CSM_9-20-24.pdf
- Letter for Extraterritorial Review to Village of Harrison - Marx.pdf

Calumet County Interactive Map

Menasha GIS Appleton GIS Calumet Land Informa

Find address or place

JUDY L RABIDEAU
40794

DALE M MARX
40796

SPRANGERS BROS
40798

REBECCA MADER
12375

MICHAEL J MADER
12374

C&R SCHAEUBLE FARM
12370

DALE M MARX
40814

N HARWOOD RD

MICHAEL J MADER
12377

KASEY R NETTEKOVEN
40806

SPRANGERS BROS
40808

MICHAEL J MADER
12381

C&R SCHAEUBLE FARM
12371

G I R ENTERPRISES LLC
40810

Current Parcel

12380

SPRANGERS BROS
33098

M

DALE M MARX
12383

Current Parcel

DALE M MARX
12382

C&R SCHAEUBLE FARM
12388

SPRANGERS BROS
40840

SPRANGERS BROS
33094

SPRANGERS BROS
46750

SPRANGERS BROS
40844

NICHOLAS KESLER
12384

NICHOLAS KESLER
12385

KESLER FARMS LLC
12389

600ft

-88.22746 44.18778 Degrees

Calumet County Interactive Map

Menasha GIS Appleton GIS Calumet Land Informa

Find address or place

JUDY L RABIDEAU
40794

DALE M MARX
40796

REBECCA MADER
12375

MICHAEL J MADER
12374

C&R SCHAEUBLE FARM
12370

DALE M MARX
40814

N HARWOOD RD

MICHAEL J MADER
12377

KASEY R NETTEKOVEN
40806

SPRANGERS BROS
40808

MICHAEL J MADER
12381

C&R SCHAEUBLE FARM
12371

G/R ENTERPRISES LLC
40810

DALE M MARX
12380

Lot 1

Lot 2

SPRANGERS BROS
33098

M

SPRANGERS BROS
40840

DALE M MARX
12383

DALE M MARX
12382

C&R SCHAEUBLE FARM
12388

SPRANGERS BROS
33094

SPRANGERS BROS
46750

SPRANGERS BROS
40844

NICHOLAS KESLER
12384

NICHOLAS KESLER
12385

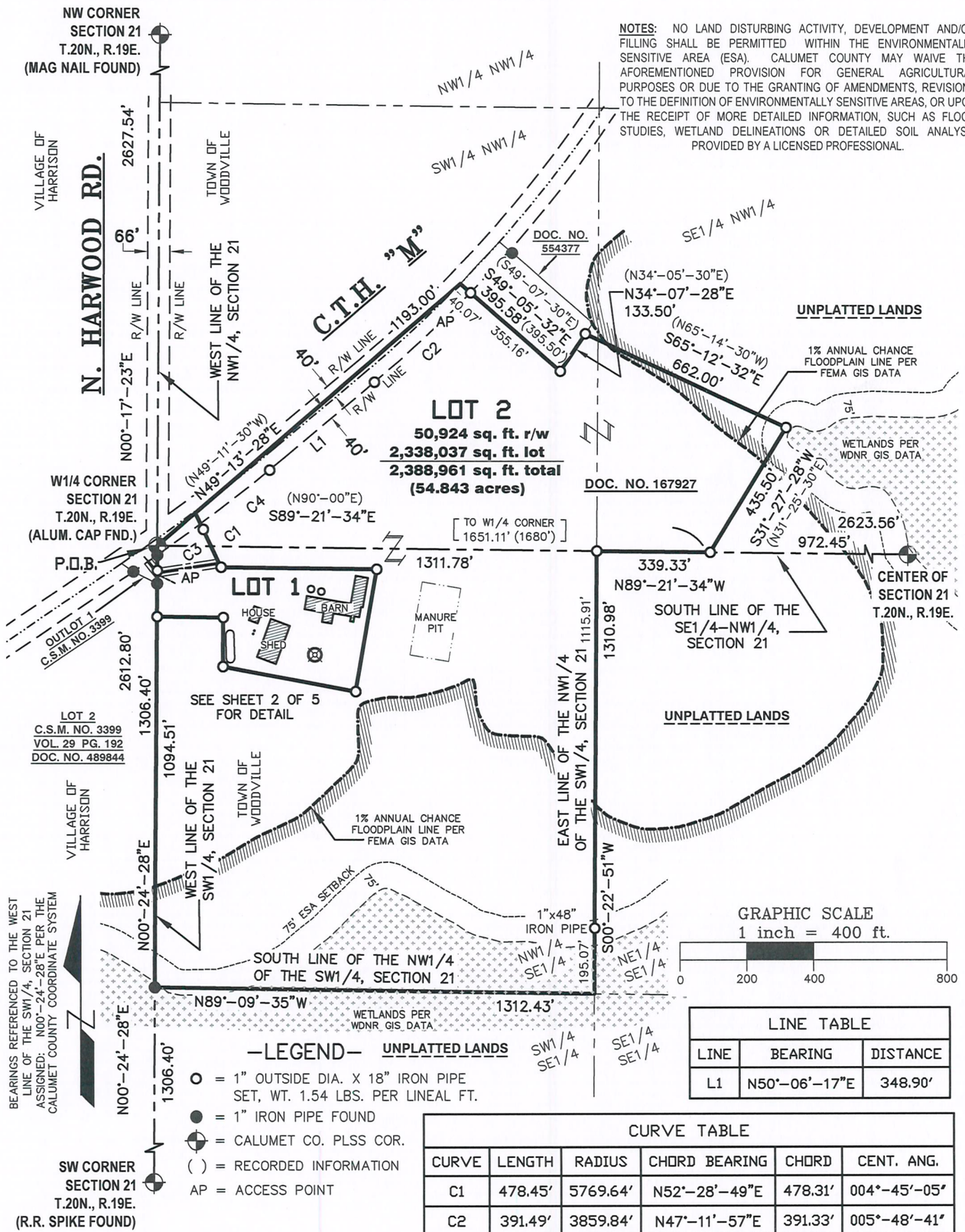
KESLER FARMS LLC
12389

600ft

-88.22746 44.18778 Degrees

CERTIFIED SURVEY MAP NO._____

PART OF THE SW1/4-NW1/4 AND THE SE1/4-NW1/4 AND ALL OF THE NW1/4-SW1/4 OF SECTION 21, T.20N., R.19E., TOWN OF WOODVILLE, CALUMET COUNTY, WISCONSIN



NOTES: NO LAND DISTURBING ACTIVITY, DEVELOPMENT AND/OR FILLING SHALL BE PERMITTED WITHIN THE ENVIRONMENTALLY SENSITIVE AREA (ESA). CALUMET COUNTY MAY WAIVE THE AFOREMENTIONED PROVISION FOR GENERAL AGRICULTURAL PURPOSES OR DUE TO THE GRANTING OF AMENDMENTS, REVISIONS TO THE DEFINITION OF ENVIRONMENTALLY SENSITIVE AREAS, OR UPON THE RECEIPT OF MORE DETAILED INFORMATION, SUCH AS FLOOD STUDIES, WETLAND DELINEATIONS OR DETAILED SOIL ANALYSIS PROVIDED BY A LICENSED PROFESSIONAL.

GRAPHIC SCALE
1 inch = 400 ft.
0 200 400 800

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N50°-06'-17"E	348.90'

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD	CENT. ANG.
C1	478.45'	5769.64'	N52°-28'-49"E	478.31'	004°-45'-05"
C2	391.49'	3859.84'	N47°-11'-57"E	391.33'	005°-48'-41"
C3	159.44'	5769.64'	N54°-03'-52"E	159.43'	001°-35'-00"
C4	319.01'	5769.64'	N51°-41'-19"E	318.97'	003°-10'-05"

—LEGEND—

- O = 1" OUTSIDE DIA. X 18" IRON PIPE SET, WT. 1.54 LBS. PER LINEAL FT.
- ● = 1" IRON PIPE FOUND
- ⊕ = CALUMET CO. PLSS COR.
- ( ) = RECORDED INFORMATION
- AP = ACCESS POINT

SURVEYED FOR:
DALE AND CYNTHIA MARX
N8296 COUNTY M
MENASHA, WI 54952

TAX PARCEL ID NUMBER:
12380 & 12383

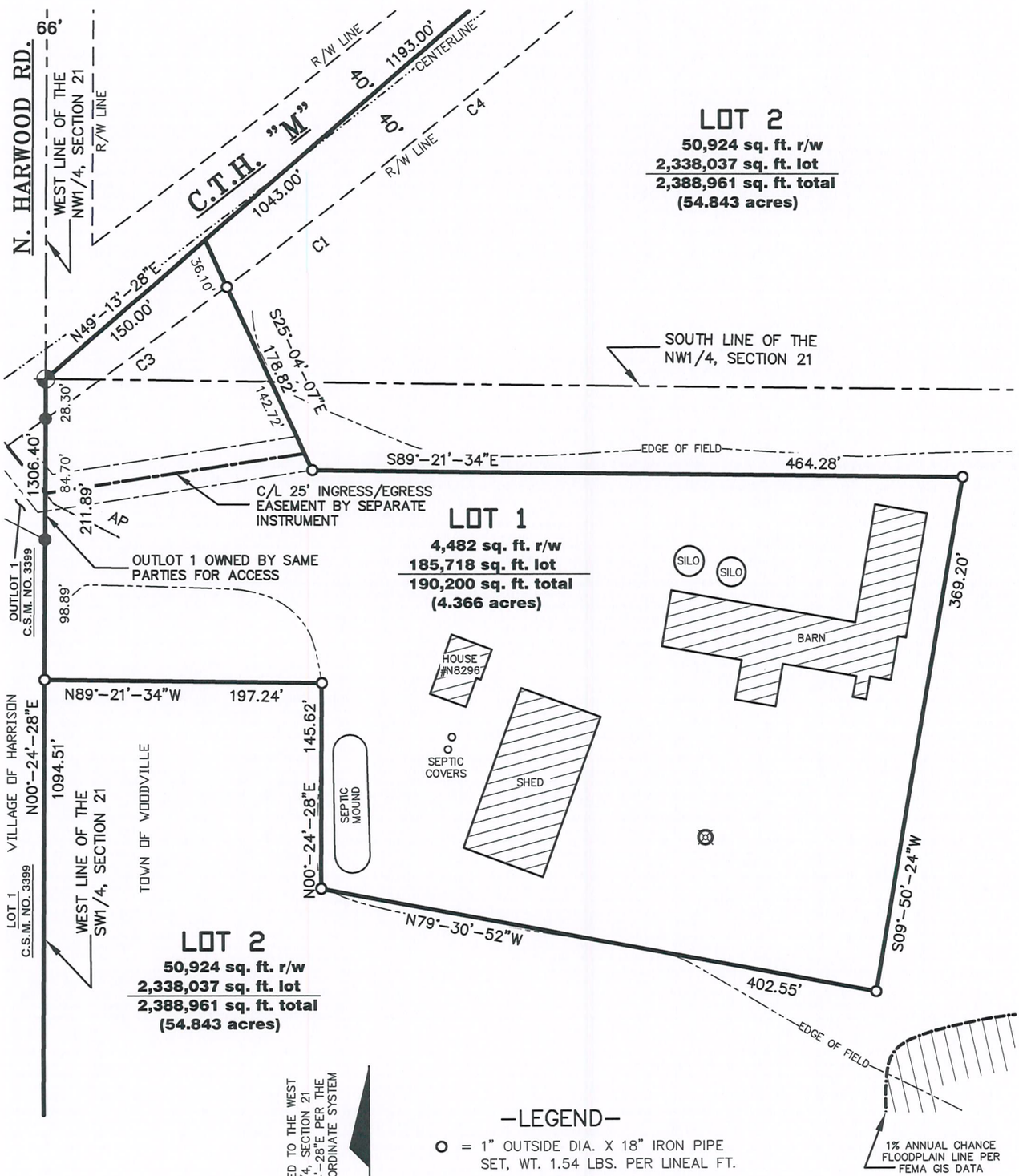
DEED:
JACKET 318, IMAGE 4

MERIDIAN SURVEYING, LLC
2020 Madison Street
New Holstein, WI 53061
Office: 920-993-0881
Fax: 920-273-6037

DRAWN BY: JD	FIELD WORK DATE: 7-12-24
CHECKED BY: BB	FIELD BOOK: NOTES
JOB NO.: 15511	SHEET 1 OF 5

CERTIFIED SURVEY MAP NO. _____

PART OF THE SW1/4-NW1/4 AND THE SE1/4-NW1/4 AND ALL OF THE NW1/4-SW1/4 OF SECTION 21, T.20N., R.19E., TOWN OF WOODVILLE, CALUMET COUNTY, WISCONSIN



BEARINGS REFERENCED TO THE WEST LINE OF THE SW1/4, SECTION 21 ASSIGNED: N00°-24'-28"E PER THE CALUMET COUNTY COORDINATE SYSTEM

N

—LEGEND—

- O = 1" OUTSIDE DIA. X 18" IRON PIPE SET, WT. 1.54 LBS. PER LINEAL FT.
- ● = 1" IRON PIPE FOUND
- ⊕ = CALUMET CO. PLSS COR.
- ( ) = RECORDED INFORMATION
- AP = ACCESS POINT

GRAPHIC SCALE
1 inch = 100 ft.
0 50 100 200

SURVEYED FOR:
DALE AND CYNTHIA MARX
N8296 COUNTY M
MENASHA, WI 54952

TAX PARCEL ID NUMBER:
12380 & 12383

DEED:
JACKET 318, IMAGE 4

MERIDIAN SURVEYING, LLC
2020 Madison Street Office: 920-993-0881
New Holstein, WI 53061 Fax: 920-273-6037

DRAWN BY: JD	FIELD WORK DATE: 7-12-24
CHECKED BY: BB	FIELD BOOK: NOTES
JOB NO.: 15511	SHEET 2 OF 5

CERTIFIED SURVEY MAP NO. _____
PART OF THE SW1/4-NW1/4 AND THE SE1/4-NW1/4, ALL OF THE NW1/4-SW1/4 OF SECTION 21, T.20N., R.19E., TOWN OF WOODVILLE, CALUMET COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, Bradley A. Buechel, Wisconsin Professional Land Surveyor of Meridian Surveying, LLC, certify that I have surveyed, divided and mapped under the direction of Dale Marx, part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) and the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4), all of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Twenty-One (21), Township Twenty (20) North, Range Nineteen (19) East, Town of Woodville, Calumet County, Wisconsin containing 2,579,161 square feet (59.209 acres) of land and being described by:

Beginning at the west quarter corner of said Section 21; thence N49°-13'-28"E 1193.00 feet; thence S49°-05'-32"E 395.58 feet; thence N34°-07'-28"E 133.50 feet; thence S65°-12'-32"E 662.00 feet; thence S31°-27'-28"W 435.50 feet to the south line of the SE1/4 of the NW1/4 of said Section 21; thence N89°-21'-34"W along said south line, a distance of 339.33 feet to the east line of the NW1/4 of the SW1/4 of said Section 21; thence S00°-22'-51"W along said east line, a distance of 1310.98 feet to the south line of the NW1/4 of said SW1/4; thence N89°-09'-35"W along said south line, a distance of 1312.43 feet to the west line of said SW1/4; thence N00-24'-28"E along said west line, a distance of 1306.40 feet to the point of beginning; being subject to any all easements and restrictions of record.

That such is a correct representation of all exterior boundaries of the land surveyed.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Land Subdivision Ordinance of Calumet County and the Town of Woodville in surveying, dividing and mapping the same.

Dated this _____ day of _____, 2024.

_____
Wisconsin Professional Land Surveyor
Bradley A. Buechel, S-2613

CERTIFIED SURVEY MAP NO. _____

PART OF THE SW1/4-NW1/4 AND THE SE1/4-NW1/4, ALL OF THE NW1/4-SW1/4 OF SECTION 21, T.20N., R.19E., TOWN OF WOODVILLE, CALUMET COUNTY, WISCONSIN

OWNER'S CERTIFICATE

As owner(s), I (we) hereby certify that I (we) caused the land described on this map to be surveyed, divided and mapped as represented on this map. I (we) also certify that this map is required by S. 236.34 to be submitted to the following for approval or objection: Calumet County Planning and Zoning Department and the Town of Woodville.

Dated this _____ day of _____, 2024.

_____ _____

Dale M. Marx Cynthia S. Marx

STATE OF WISCONSIN)
CALUMET COUNTY) SS

Personally came before me this _____ day of _____, 2024, the above named person(s), to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Calumet County, Wisconsin

My Commission Expires _____

Dated this _____ day of _____, 2024.

_____
Wisconsin Professional Land Surveyor
Bradley A. Buechel, S-2613

CERTIFIED SURVEY MAP NO. _____

PART OF THE SW1/4-NW1/4 AND THE SE1/4-NW1/4, ALL OF THE NW1/4-SW1/4 OF SECTION 21, T.20N., R.19E., TOWN OF WOODVILLE, CALUMET COUNTY, WISCONSIN

TOWN TREASURER'S CERTIFICATE

I being the duly elected qualified and acting treasurer of the Town of Woodville, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid assessments as of this_____ day of _____, 2024 on any lands included in this Certified Survey Map.

_____ _____

Dated Town Treasurer: Town of Woodville

COUNTY TREASURER'S CERTIFICATE

I being the duly elected qualified and acting treasurer of the County of Calumet, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid assessments as of this _____ day of _____, 2024 on any lands included in this Certified Survey Map.

_____ _____

Dated County Treasurer:

CERTIFICATE OF PLANNING AGENCY

Pursuant to Chapter 62 (Land Division) of the Calumet County Code of Ordinances, all the requirements for approval have been fulfilled.

_____ _____

Dated Calumet County Planning, Zoning and Land Information Dept.

Dated this _____ day of _____, 2024.

_____

Wisconsin Professional Land Surveyor
Bradley A. Buechel, S-2613

WISCONSIN
Calumet County
Planning and Zoning

206 Court Street
Chilton, WI 53014
Office: (920) 849-1442
Toll Free: (833) 620-2730
Fax: (920) 849-1481

TO: Allison Blackmer, Village President
C/O Village Planner
W5298 STH 114
Menasha, WI 54952
(Sent via Email)

FROM: Matt Halada, Planner

DATE: September 23, 2024

RE: **Extraterritorial Certified Survey Map – Parcel ID 12380 & 12383, Town of Woodville**

Enclosed is a copy of a certified survey map submitted to us by **Brad Buechel** on behalf of **Dale and Cynthia Marx**. The owner is splitting the house and outbuildings on proposed Lot # 1 from the farmland and will be retaining Lot # 2.

Once the Village has reviewed the CSM (due to the location within 1.5 miles of the extraterritorial review boundary), please complete the enclosed comment form and return it to me within forty-five (45) days.

Should there be any questions that arise regarding this review, please feel free to contact me at (920) 849-1493 x 2303 or by email at matthew.halada@calumetcounty.org.

Enclosures

cc: Chad Pelishek, Assistant Village Manager

WISCONSIN
Calumet County
Planning and Zoning

206 Court Street
Chilton, WI 53014
Office: (920) 849-1442
Toll Free: (833) 620-2730
Fax: (920) 849-1481

EXTRATERRITORIAL CSM COMMENT SHEET

The Village of Harrison:

- ❑ Approves
- ❑ Rejects

and

- ❑ have no comments.
- ❑ have the following comment(s):

_____
_____
_____

on the certified survey map for **Dale & Cynthia Marx**

_____ _____

Allison Blackmer
Village of Harrision

Date

PLEASE RETURN THIS COMPLETED FORM VIA EMAIL TO:

CALUMET COUNTY PLANNING, ZONING AND LAND INFORMATION DEPARTMENT
Matt Halada
206 COURT STREET
CHILTON, WI 53014-1198
Matthew.halada@calumetcounty.org

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Review of concept plan for DPW Garage/Breakroom Expansion Project

Issue:
Does the Village Board approve the concept plan for the modifications to the DPW garage?

Background and Additional Information:
McMahon has been working with staff on the renovations to the DPW garage to add new bathrooms, offices, breakroom, showers and additional bays on the garage. McMahon staff will be present at the meeting to review the proposed plans, review the cost estimate and answer board questions.

Budget Impacts:
Opinion of Cost to be provided to board members prior to the Board meeting.

Recommended Action:
Motion to approve the concept plan.

Attachments:
- 24_1017 Harrison Garage Meeting Set.pdf

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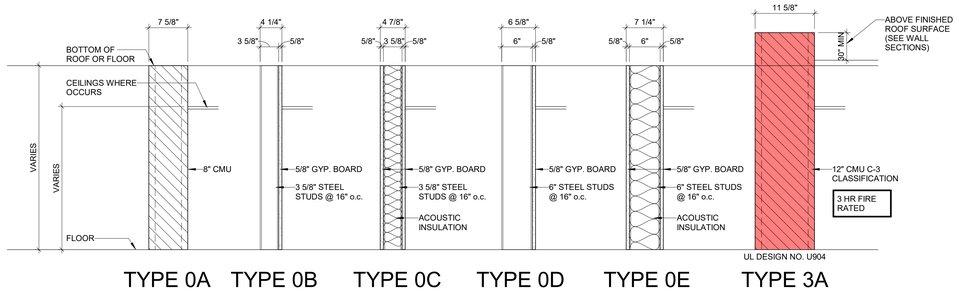


WALL TYPE LEGEND

NOT TO SCALE

KEYED PLAN NOTES

1 6" DIA. PREFINISHED METAL BOLLARD w/ CONCRETE INFILL. (PAINT) (TYP.)
5 INFILL EXISTING LOUVER OPENING IN WALL. PROVIDE CMU TO MATCH EXISTING RATING.

GENERAL PLAN NOTES

- DO NOT SCALE FROM DRAWINGS. BRING ANY DISCREPANCIES TO THE ARCHITECT'S ATTENTION IMMEDIATELY.
- COORDINATE LOCATIONS AND QUANTITY OF WORK WITH MECHANICAL, ELECTRICAL, AND PLUMBING CONTRACTORS.
- ALL DIMENSIONS ARE CLEAR FROM THE FACE OF FINISHED WALL/PARTITION TO FACE OF FINISHED WALL/PARTITION OR FACE OF EXISTING WALLS ACTUAL FACE.
- ALL PIPING, CONDUIT AND RELATED MECHANICAL AND ELECTRICAL ITEMS SHALL BE CONCEALED WITHIN GYPSUM BOARD FURRING AS REQUIRED IN FINISHED AREAS WHETHER SHOWN ON DRAWINGS OR NOT, UNLESS NOTED OTHERWISE.
- PROVIDE METAL PLATE BACKING AND/OR TREATED WOOD BLOCKING IN WALLS WHERE WALL-MOUNTED EQUIPMENT IS SHOWN ON PLANS OR ELEVATIONS. VERIFY HEIGHT AND LENGTH WITH ACTUAL EQUIPMENT.
- SEE LIFE SAFETY PLAN FOR WALL RATINGS.
- SHADED AREA INDICATES EXISTING BUILDING.
- CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS BEFORE CONSTRUCTION.

GENERAL WALL NOTES

- SEAL ALL INTERIOR WALL PARTITION INTERSECTIONS AT FLOORS, CEILINGS/STRUCTURE, AND OTHER WALLS WITH ACOUSTIC SEALANT.
- PENETRATIONS IN HORIZONTAL FIRE-RESISTANCE-RATED ASSEMBLIES AND FIRE-RESISTANCE-RATED WALL ASSEMBLIES SHALL COMPLY WITH IBC SECTION **714**.
- JOINTS **AND PENETRATIONS** INSTALLED IN OR BETWEEN FIRE-RESISTANCE-RATED WALLS, FLOOR OR FLOOR/CEILING ASSEMBLIES AND ROOFS OR ROOF/CEILING ASSEMBLIES SHALL BE PROTECTED BY AN APPROVED FIRE-RESISTANT JOINT SYSTEM DESIGNED TO RESIST THE PASSAGE OF FIRE FOR A TIME PERIOD NOT LESS THAN THE REQUIRED FIRE-RESISTANCE RATING OF THE WALL, FLOOR OR ROOF IN OR BETWEEN WHICH IT IS INSTALLED. FIRE RESISTANT JOINT SYSTEMS SHALL COMPLY WITH IBC SECTION **715**.
- PROVIDE TILE BACKER BOARD AT AREAS SCHEDULED TO RECEIVE CERAMIC TILE AND AT AREAS REQUIRED NOTED TO RECEIVE IT.
- PROVIDE 5/8" TYPE "X" GYP BD
- INSTALL BLOCKING OR BACKER MATERIAL FOR ATTACHMENT/MOUNTING OF WALL HUNG ITEMS OR EQUIPMENT.
- BULLNOSE ALL INTERIOR CMU WALLS AT OUTSIDE CORNERS, WALL ENDS, WINDOW JAMBS, AND WINDOW SILLS WHERE NO OTHER SILL IS SCHEDULED.

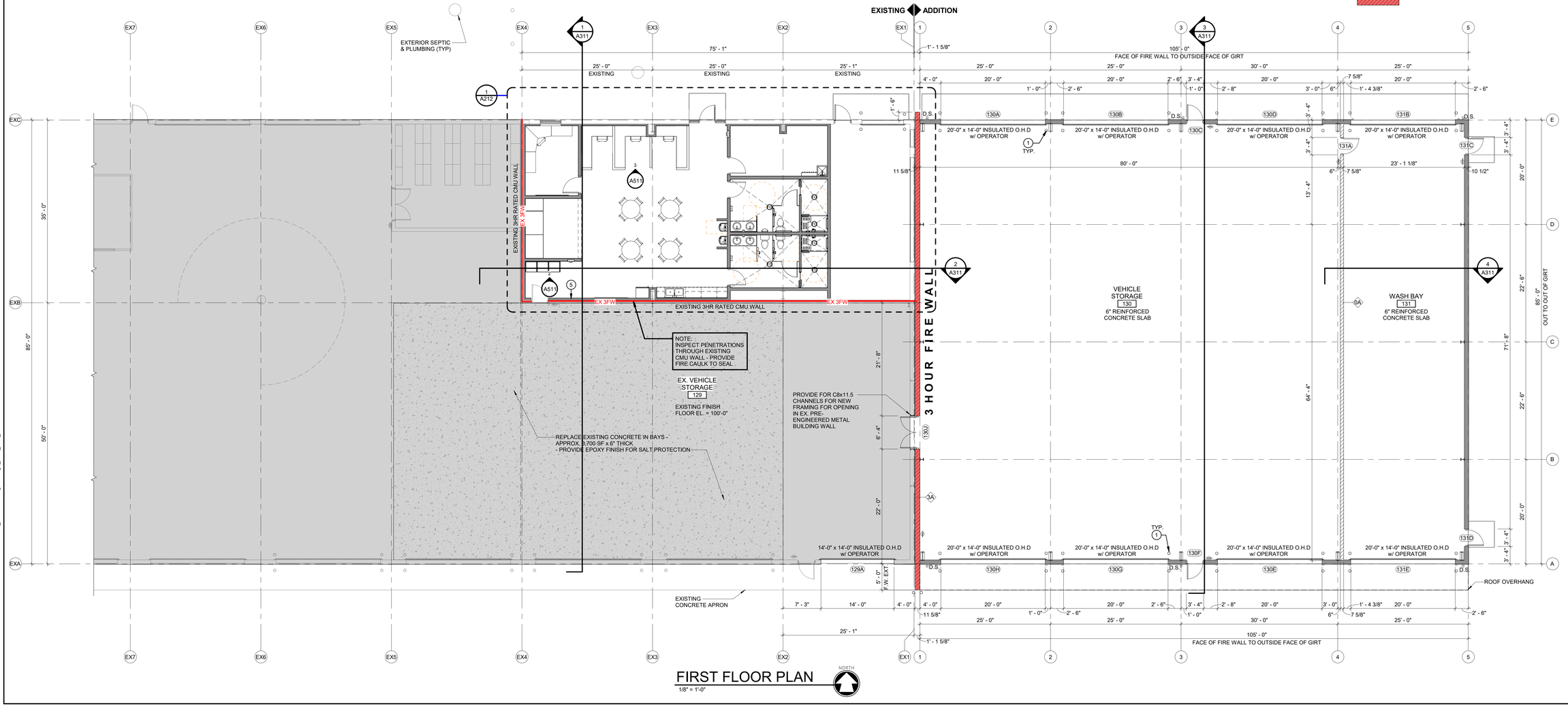
ALL WALL TYPES SHOWN IN THIS LEGEND MAY NOT BE USED, SEE PLANS FOR WALL TYPES.

INTERIOR WALL PLAN KEY

METAL STUD PARTITION

CMU WALL (CONCRETE MASONRY UNIT)

RATED CMU WALL (CONCRETE MASONRY UNIT)



FIRST FLOOR PLAN

1/8" = 1'-0"

PRELIMINARY NOT FOR CONSTRUCTION

McMAHON ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Milwaukee (262) 634-1555 Fax (262) 634-8025
Madison (608) 251-4843 Fax (608) 251-8655
Oshkosh (920) 235-6505 Fax (920) 235-5925
Fond du Lac (920) 907-6505 Fax (920) 907-6525
Green Bay (920) 617-4843 Fax (920) 617-4844
La Crosse (608) 519-4843 Fax (608) 519-4845
Wausau (715) 298-6980 Fax (715) 298-6985
Tel: (920) 751-4200 Fax: (920) 751-4284
www.mcmgrp.com

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NO.	DATE	REVISION

A NEW ADDITION & RENOVATION FOR:
VILLAGE OF HARRISON MENASHA, WI

FIRST FLOOR PLAN

DESIGNED	DRAWN
MAM	DJR

PROJECT NO.
H0006 06-24-00138

DATE
SEPTEMBER, 2024

SHEET NO.
A211

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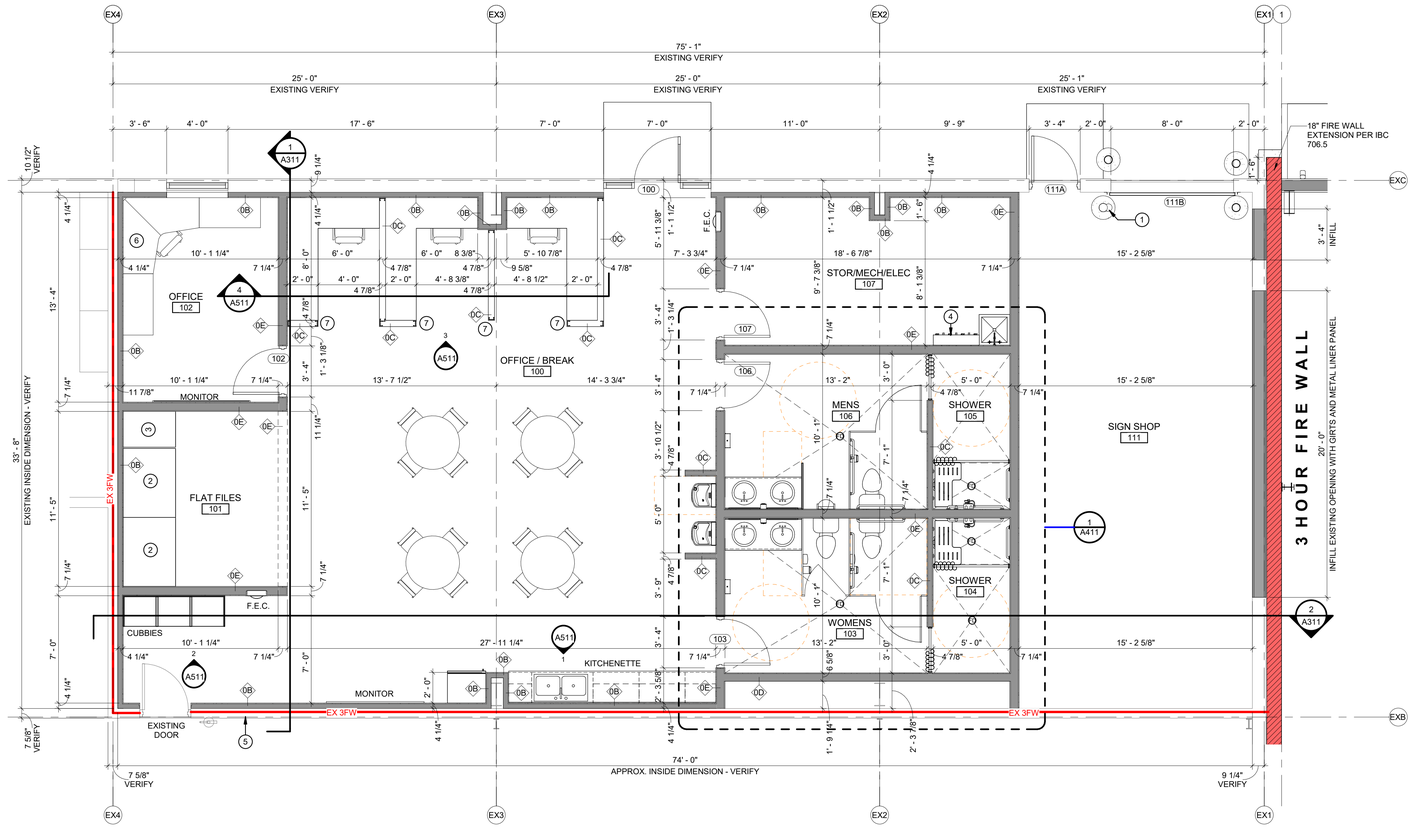
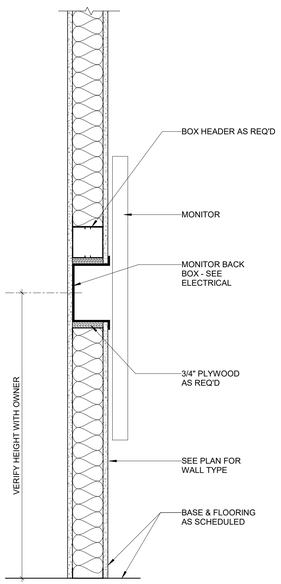


1 A212 ENLARGED DPW OFFICE FLOOR PLAN

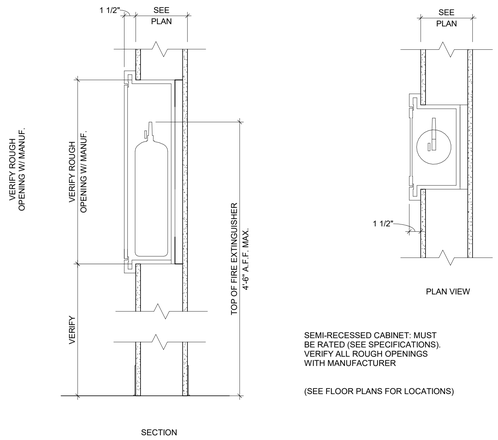
1/4" = 1'-0"

NORTH



2 A212 TV WALL MOUNT

1 1/2" = 1'-0"



3 A212 FIRE EXTINGUISHER CABINET

1 1/2" = 1'-0"

GENERAL PLAN NOTES

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ALL WALL TYPES SHOWN IN THIS LEGEND MAY NOT BE USED, SEE PLANS FOR WALL TYPES.

INTERIOR WALL PLAN KEY

- METAL STUD PARTITION
- CMU WALL (CONCRETE MASONRY UNIT)
- RATED CMU WALL (CONCRETE MASONRY UNIT)

(X) KEYED PLAN NOTES

1	6" DIA. PREFINISHED METAL BOLLARD w/ CONCRETE INFILL. (PAINT) (TYP.)
2	(3) 54"x41"x16" FLAT FILES STACKED - BY OWNER
3	(2) 28"x41"x16" FLAT FILES STACKED - BY OWNER
4	UTILITY SHELF w/ MOP HOLDER HOOKS - BY OTHERS
5	INFILL EXISTING LOUVER OPENING IN WALL. PROVIDE CMU TO MATCH EXISTING RATING.
6	DESK AND OFFICE FURNITURE BY OWNER
7	PROVIDE CLARK-DIETRICH "PONY WALL LITE" WALL FRAMING CONNECTION TO FLOOR.

McMAHON
ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
MADISON OFFICE: 1615 N. RESEARCH DR. MADISON, WI 53705-4925
Tel: (920) 751-4200 Fax: (920) 751-4284
www.mcmgrp.com

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NO	DATE	REVISION

PRELIMINARY NOT FOR CONSTRUCTION

A NEW ADDITION & RENOVATION FOR: MENASHA, WI
VILLAGE OF HARRISON
ENLARGED DPW OFFICE FLOOR PLAN

DESIGNED	DRAWN
MAM	MAM

PROJECT NO.
H0006 06-24-00138

DATE
SEPTEMBER, 2024

SHEET NO.
A212

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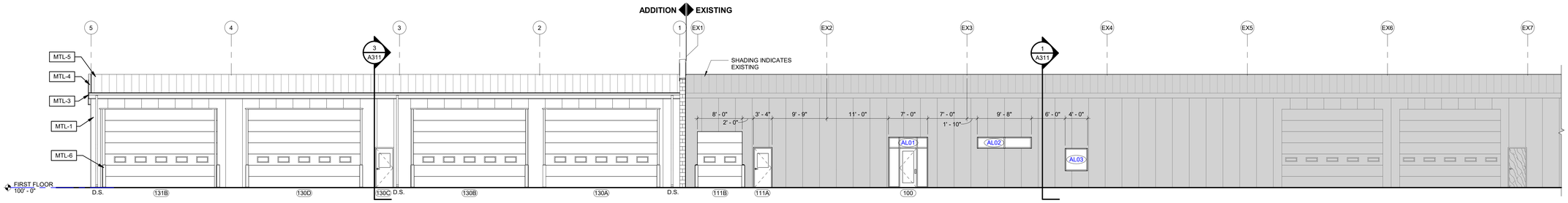
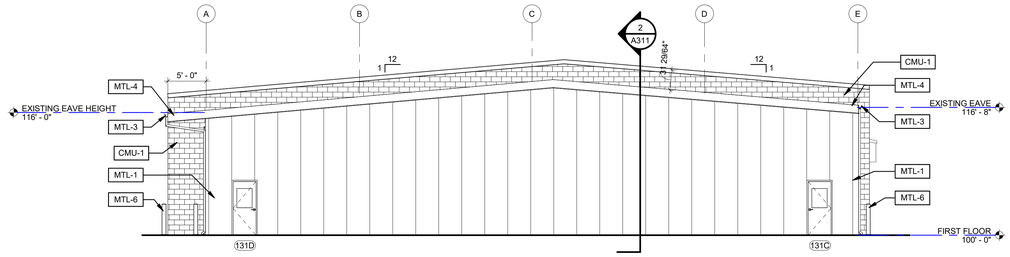
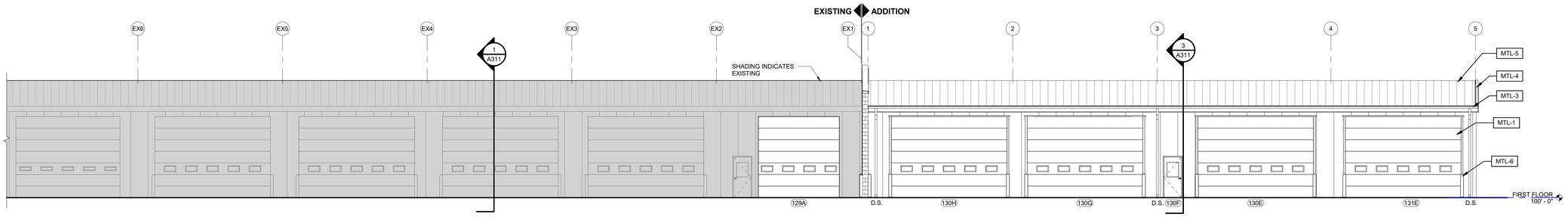
EXTERIOR MATERIALS LEGEND	
CMU-1	CMU
MTL-1	VERTICAL 26 GA. METAL WALL PANELS - COLOR: MATCH EXISTING
MTL-3	PREFINISHED METAL GUTTER & DOWNSPOUT
MTL-4	PREFINISHED METAL RAKE TRIM
MTL-5	PREFINISHED STANDING SEAM METAL ROOF
MTL-6	PREFINISHED METAL BOLLARD w/ CONCRETE INFILL



2 A301 NORTH EXTERIOR ELEVATION
1/8" = 1'-0"



1 A301 EAST EXTERIOR ELEVATION
1/8" = 1'-0"



3 A301 SOUTH EXTERIOR ELEVATION
1/8" = 1'-0"

McMAHON
ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Madison, WI 53593 | Milwaukee, WI 53225
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NO.	DATE	REVISION

PRELIMINARY NOT FOR CONSTRUCTION

A NEW ADDITION & RENOVATION FOR:
VILLAGE OF HARRISON MENASHA, WI

EXTERIOR ELEVATIONS

DESIGNED	DRAWN
MAM	DJR

PROJECT NO.
H0006 06-24-00138

DATE
SEPTEMBER, 2024

SHEET NO.
A301

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VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Approval of next steps related to implementation of a Transportation Impact Fee.

Issue:
Does the Village Board wish to start the public hearing and ordinance related to a transportation impact fee?

Background and Additional Information:
This item is being placed on the agenda in case the Board wants to take formal action to direct staff to work with Ehlers to implement the Transportation Impact Fee once the board is able to hear the presentation.

Budget Impacts:
None

Recommended Action:
Motion as determined by the Board.

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:

Meeting Date:
October 29, 2024

Title:
Resolution V2024-11 Authorizing Issuance and Establishing Parameters for the Sale of General Obligation Promissory Notes Not to Exceed $8,275,000 General Obligation Promissory Notes

Issue:

Background and Additional Information:
This resolution was prepared by Quarles and Brady, the Bond Counsel used by the Village to issue debt. It was also reviewed by Justin Fischer of Baird and he confirms that all requirement are met.

Budget Impacts:

Recommended Action:
Approve Resolution V2024-11 Authorizing Issuance and Establishing Parameters for the Sale of General Obligation Promissory Notes Not to Exceed $8,275,000 General Obligation Promissory Notes

Attachments:

- V2024-11 GOPNs - Parameters Resolution.pdf

RESOLUTION NO. 24-11

RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED $8,275,000 GENERAL OBLIGATION PROMISSORY NOTES

WHEREAS, the Village Board of the Village of Harrison, Calumet and Outagamie Counties, Wisconsin (the "Village") hereby finds and determines that it is necessary, desirable and in the best interest of the Village to raise funds for public purposes, including paying the cost of street, public works, infrastructure and other improvement projects (collectively, the "Project");

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

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

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to authorize the issuance of and to sell the general obligation promissory notes (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser");

WHEREAS, the Purchaser intends to submit a note purchase proposal to the Village (the "Proposal") offering to purchase the Notes in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Notes to the Purchaser in a timely manner, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village to delegate to the Village Manager or the Assistant Village Manager (each, an "Authorized Officer") the authority to accept the Proposal on behalf of the Village so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the "Approving Certificate").

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

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the aggregate principal sum of not to exceed EIGHT MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($8,275,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 16 of this Resolution, the President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, the Notes aggregating the principal amount of not to exceed EIGHT MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($8,275,000). The

purchase price to be paid to the Village for the Notes shall not be less than 97.00% of the principal amount of the Notes and the difference between the initial public offering price of the Notes provided by the Purchaser and the purchase price to be paid to the Village by the Purchaser shall not exceed 3.00% of the principal amount of the Notes, with an amount not to exceed 1.25% of the principal amount of the Notes representing the Purchaser's compensation.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of up to $8,275,000; shall be dated as of their date of issuance; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to $700,000 per maturity or mandatory redemption amount; that a maturity or mandatory redemption payment may be eliminated if the amount of such maturity or mandatory redemption payment set forth in the schedule below is less than or equal to $700,000; and that the aggregate principal amount of the Notes shall not exceed $8,275,000. The schedule below assumes the Notes are issued in the aggregate principal amount of $8,275,000.

Date	Principal Amount
March 1, 2025	$ 575,000
March 1, 2026	635,000
March 1, 2027	770,000
March 1, 2028	800,000
March 1, 2029	825,000
March 1, 2030	860,000
March 1, 2031	895,000
March 1, 2032	935,000
March 1, 2033	970,000
March 1, 2034	1,010,000

Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2025, or on such other date approved by the Authorized Officer in the Approving Certificate. The true interest cost on the Notes shall not exceed 4.25%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth in the Approving Certificate. If the Proposal specifies that certain of the Notes shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth in an attachment to the Approving Certificate labeled as Schedule MRP. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the Village shall direct.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2025 through 2033 for the payments due in the years 2025 through 2034 in such amounts as are sufficient to meet the principal and interest payments when due. The amount of tax levied in the year 2025 shall be the total amount of debt service due on the Notes in the years 2025 and 2026; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2025.

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

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

(D) Appropriation. The Village hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the Village on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Notes coming due in 2025 as set forth in an attachment to the Approving Certificate labeled as Schedule III.

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes - 2024" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the Village above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

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

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

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

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

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and

directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

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

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

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

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

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

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf

of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 16. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by the Authorized Officer of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, the Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 17. Official Statement. The Village Board hereby directs the Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

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

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

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

Adopted, approved and recorded October 29, 2024.

_____
Allison Blackmer
President

ATTEST:

_____
Vicki L. Tessen
Village Clerk

(SEAL)

EXHIBIT A

APPROVING CERTIFICATE

The undersigned [Village Manager][Assistant Village Manager] of the Village of Harrison, Calumet and Outagamie Counties, Wisconsin (the "Village"), hereby certifies that:

1. Resolution. On October 29, 2024, the Village Board of the Village adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed $8,275,000 General Obligation Promissory Notes of the Village (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Preliminary Official Statement. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

3. Proposal; Terms of the Notes. On the date hereof, the Purchaser offered to purchase the Notes in accordance with the terms set forth in the Note Purchase Agreement between the Village and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of $_____, which is not more than the $8,275,000 approved by the Resolution, and shall mature on March 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Notes is not more than $700,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

Date	Resolution Schedule	Actual Amount
March 1, 2025	$ 575,000	$_____
March 1, 2026	635,000	_____
March 1, 2027	770,000	_____
March 1, 2028	800,000	_____
March 1, 2029	825,000	_____
March 1, 2030	860,000	_____
March 1, 2031	895,000	_____
March 1, 2032	935,000	_____
March 1, 2033	970,000	_____
March 1, 2034	1,010,000	_____

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The true interest cost on the Notes is _____%, which is not in excess of 4.25%, as required by the Resolution.

4. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of $_____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 97.00% of the principal amount of the Notes, as required by the Resolution.

The difference between the initial public offering price of the Notes provided by the Purchaser ($_____) and the purchase price to be paid to the Village by the Purchaser ($_____) is $_____, or _____% of the principal amount of the Notes, which does not exceed 3.00% of the principal amount of the Notes. The portion of such amount representing Purchaser's compensation is $_____, or not more than 1.25% of the principal amount of the Notes.

5. Redemption Provisions of the Notes. [The Notes are not subject to optional redemption.][The Notes maturing on March 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the Village, on March 1, _____ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.] [The Proposal specifies that [some of] the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth in an attachment hereto as Schedule MRP and incorporated herein by this reference.]

6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the Village have been irrevocably pledged and there has been levied on all of the taxable property in the Village, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule III.

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7. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrepealable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _____, 2024 pursuant to the authority delegated to me in the Resolution.

[_____
Russ Van Gompel
Village Manager]

OR

[_____
Chad Pelishek
Assistant Village Manager]

COPY

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

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

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

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

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

COPY

[SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

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

For the Term Bonds Maturing on March 1, 20__

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20__

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20__

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20__

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)]

COPY

EXHIBIT B

(Form of Note)

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

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
March 1, _____	_____	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS ($_____)

FOR VALUE RECEIVED, the Village of Harrison, Calumet and Outagamie Counties, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on [March 1, 2025] until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of $_____, all of which are of like tenor, except as to denomination, interest rate[, redemption provision] and maturity date, issued by the Village pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of street, public works, infrastructure and other improvement projects, as authorized by a resolution adopted on October

COPY

29, 2024, as supplemented by an Approving Certificate, dated _____, 2024 [(the "Approving Certificate")] (collectively, the "Resolution"). The Resolution is recorded in the official minutes of the Village Board for said date.

[This Note is not subject to optional redemption.]

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

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

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

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

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

COPY

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes **[**(i)**]** after the Record Date**[**, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption**]**. The Fiscal Agent and Village may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of $5,000 or any integral multiple thereof.

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

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

COPY

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

VILLAGE OF HARRISON
CALUMET AND OUTAGAMIE COUNTIES,
WISCONSIN

By: _____
Allison Blackmer
President

(SEAL)

By: _____
Vicki L. Tessen
Village Clerk

COPY

Date of Authentication: _____, _____.

CERTIFICATE OF AUTHENTICATION

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

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By_____
Authorized Signatory

COPY

ASSIGNMENT

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

_____

(Name and Address of Assignee)

_____

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

_____ _____

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

(Depository or Nominee Name)

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

_____

(Authorized Officer)

COPY

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Vicki Tessen, Clerk/Treasurer

Meeting Date:
October 29, 2024

Title:
Resolution V2023-11; Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed $3,500,000 General Obligation Promissory Notes

Issue:
Should the Village approve a resolution authorizing Baird and staff to sell municipal bonds to obtain money for capital projects and purchases in 2024?

Background and Additional Information:
This resolution was prepared by Quarles and Brady, the Bond Counsel used by the Village to issue debt. It established a limit of $3,500,000 in case the Board wishes to issue more debt to recover lost revenue from the streets/roads fee.

The original amount proposed by staff to borrow was $2,800,000. In order to recapture the lost $660,000 in streets fees Baird added a potential upper limit of $3,500,000. The current status of the budget has the proposed borrowing at $2,720,000 to cover the capital expenditures contained in this version of the budget and end with a mill rate of $2.93.

Budget Impacts:
TBD.

Recommended Action:
Approve Resolution V2023-11; Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed $3,500,000 General Obligation Promissory Notes

Attachments:
- V2023-11 Authorizing Issuance and Establishing Parameters for Sale of $3.5M GO Promisary Notes.docx

RESOLUTION NO. V2023-11

RESOLUTION AUTHORIZING THE ISSUANCE AND
ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED
$3,500,000 GENERAL OBLIGATION PROMISSORY NOTES

WHEREAS, the Village Board of the Village of Harrison, Calumet and Outagamie Counties, Wisconsin (the "Village") hereby finds and determines that it is necessary, desirable and in the best interest of the Village to raise funds for public purposes, including paying the cost of street, park and other improvement projects and acquisition of vehicles and equipment (collectively, the "Project");

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

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

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to authorize the issuance of and to sell the general obligation promissory notes (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser");

WHEREAS, the Purchaser intends to submit a note purchase agreement to the Village (the "Proposal") offering to purchase the Notes in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Notes to the Purchaser in a timely manner, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village to delegate to the Village Manager (the "Authorized Officer") of the Village the authority to accept the Proposal on behalf of the Village so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

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

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the aggregate principal sum of not to exceed THREE MILLION FIVE HUNDRED THOUSAND DOLLARS ($3,500,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 16 of this Resolution, the President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, the Notes aggregating the principal amount of not to exceed THREE MILLION FIVE HUNDRED THOUSAND DOLLARS ($3,500,000). The purchase price to be paid to the Village for the Notes shall not be less than 97.00% of the principal amount of the Notes and the

difference between the initial public offering price of the Notes provided by the Purchaser and the purchase price to be paid to the Village by the Purchaser shall not exceed 3.00% of the principal amount of the Notes, with an amount not to exceed 1.25% of the principal amount of the Notes representing the Purchaser's compensation and an amount not to exceed 1.75% of the principal amount of the Notes representing costs of issuance, including bond insurance premium, if any, payable by the Purchaser or the Village.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of up to $3,500,000; shall be dated as of their date of issuance; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to $500,000 per maturity or mandatory redemption amount; that a maturity or mandatory redemption payment may be eliminated if the amount of such maturity or mandatory redemption payment set forth in the schedule below is less than or equal to $500,000; and that the aggregate principal amount of the Notes shall not exceed $3,500,000. The schedule below assumes the Notes are issued in the aggregate principal amount of $3,500,000.

Date	Principal Amount
March 1, 2024	$750,000
March 1, 2025	255,000
March 1, 2026	265,000
March 1, 2027	280,000
March 1, 2028	290,000
March 1, 2029	305,000
March 1, 2030	320,000
March 1, 2031	335,000
March 1, 2032	350,000
March 1, 2033	350,000

Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2024, or on such other date approved by the Authorized Officer in the Approving Certificate. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 5.50%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth in the Approving Certificate. If the Proposal specifies that certain of the Notes shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth in an attachment to the Approving Certificate labeled as Schedule MRP. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the Village shall direct.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2023 through 2032 for the payments due in the years 2024 through 2033 in such amounts as are sufficient to meet the principal and interest payments when due.

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

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes - 2023" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the Village above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

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

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes

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

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

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

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

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the Village Clerk/Treasurer (the "Fiscal Agent") unless a fiscal agent is specified in the Approving Certificate.

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

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

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

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

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

Section 16. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by the Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by the Authorized Officer of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, the Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 17. Official Statement. The Village Board hereby directs the Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and

Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

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

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

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

Adopted, approved and recorded October 13, 2023.

_____
Allison Blackmer
President

ATTEST:

_____
Vicki L. Tessen
Village Clerk

(SEAL)

EXHIBIT A

Approving Certificate

(See Attached)

APPROVING CERTIFICATE

The undersigned Village Manager of the Village of Harrison, Calumet and Outagamie Counties, Wisconsin (the "Village"), hereby certifies that:

1. Resolution. On October 13, 2023, the Village Board of the Village adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed $3,500,000 General Obligation Promissory Notes of the Village (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Preliminary Official Statement. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

3. Proposal; Terms of the Notes. On the date hereof, the Purchaser offered to purchase the Notes in accordance with the terms set forth in the Note Purchase Agreement between the Village and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of $_____, which is not more than the $3,500,000 approved by the Resolution, and shall mature on March 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Notes is not more than $500,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

Date	Resolution Schedule	Actual Amount
March 1, 2024	$750,000	$_____
March 1, 2025	255,000	_____
March 1, 2026	265,000	_____
March 1, 2027	280,000	_____
March 1, 2028	290,000	_____
March 1, 2029	305,000	_____
March 1, 2030	320,000	_____
March 1, 2031	335,000	_____
March 1, 2032	350,000	_____
March 1, 2033	350,000	_____

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 5.50%, as required by the Resolution.

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4. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of $_____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 97.00% of the principal amount of the Notes, as required by the Resolution.

The difference between the initial public offering price of the Notes provided by the Purchaser ($_____) and the purchase price to be paid to the Village by the Purchaser ($_____) is $_____, or _____% of the principal amount of the Notes, which does not exceed 3.00% of the principal amount of the Notes. The portion of such amount representing Purchaser's compensation is $_____, or not more than 1.25% of the principal amount of the Notes. The amount representing other costs of issuance [to be paid by the Village] is $_____, which does not exceed 1.75% of the principal amount of the Notes.

5. Redemption Provisions of the Notes. [The Notes are not subject to optional redemption.][The Notes maturing on March 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the Village, on March 1, _____ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.] [The Proposal specifies that [some of] the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Schedule MRP for such Notes in such manner as the Village shall direct.]

6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the Village have been irrevocably pledged and there has been levied on all of the taxable property in the Village, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule III.

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7. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrepealable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _____, 2023 pursuant to the authority delegated to me in the Resolution.

_____
Matt Heiser
Village Manager

COPY

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

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

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

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

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

COPY

[SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

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

For the Term Bonds Maturing on March 1, 20__

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20__

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20__

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20__

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)]

COPY

EXHIBIT B

(Form of Note)

UNITED STATES OF AMERICA

REGISTERED STATE OF WISCONSIN DOLLARS

CALUMET AND OUTAGAMIE COUNTIES

NO. R-___ VILLAGE OF HARRISON $_____

GENERAL OBLIGATION PROMISSORY NOTE

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
March 1, _____	_____	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS ($_____)

FOR VALUE RECEIVED, the Village of Harrison, Calumet and Outagamie Counties, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on [March 1, 2024] until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the Village Clerk/Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of $_____, all of which are of like tenor, except as to denomination, interest rate[, redemption provision] and maturity date, issued by the Village pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of street, park and other improvement projects and acquisition of vehicles and equipment, as authorized by a resolution adopted on October 13, 2023, as supplemented by an Approving Certificate, dated

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_____, 2023 [(the "Approving Certificate")] (collectively, the "Resolution"). The Resolution is recorded in the official minutes of the Village Board for said date.

[This Note is not subject to optional redemption.]

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

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

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

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

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

COPY

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes **[**(i)**]** after the Record Date**[**, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption**]**. The Fiscal Agent and Village may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of $5,000 or any integral multiple thereof.

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

COPY

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

VILLAGE OF HARRISON
CALUMET AND OUTAGAMIE COUNTIES,
WISCONSIN

By: _____
Allison Blackmer
President

(SEAL)

By: _____
Vicki L. Tessen
Village Clerk

COPY

ASSIGNMENT

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

_____

(Name and Address of Assignee)

_____

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

_____ _____

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

(Depository or Nominee Name)

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

_____

(Authorized Officer)

COPY

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Vicki Tessen, Clerk

Meeting Date:
October 29, 2024

Title:
"Class B" Alcohol License Application - LPPG, LLC, Lake Park Pub & Grill - N8904 Lake Park Rd.

Issue:
Does the Village Board wish to pre-approve an alcohol license for potential new owners of local bar and grill?

Background and Additional Information:

LPPG, LLC has applied for a Combination "Class B" Beer and Liquor License for Lake Park Bar & Grill, at N8904 Lake Park Road in the Village of Harrison. The applicant has not yet closed on the purchase of the property, he anticipates this will happen in mid-November.

The applicant is asking the Board to grant the license now, with issuance (by the clerk) to occur after closing.

There were no results found on the background check, the required paperwork has been completed, and he has received his seller's permit from the State.

Budget Impacts:
prorated licensing revenues

Recommended Action:
Approve granting, on the condition that issuance is withheld until the clerk receives confirmation of the property sale, a Combination "Class B" Beer and Liquor License to LPPG, LLC for the premises located at N8904 Lake Park Road, and confirm the appointment of Michael Gey as the Agent.

Village of HARRISON
WHERE OPPORTUNITY LIVES

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Vicki Tessen, Clerk

Meeting Date:
October 29, 2024

Title:
Consider Request for Discharge of Firearms Waiver - Parcel 39148

Issue:
Does the Board wish to grant a Discharge of Firearms Waiver to parcel 39148?

Background and Additional Information:
Mr. Philip Stumpf has signed an application for a waiver to discharge firearms on his parcel located at W5578 Manitowoc Road, which is within the prohibited area of Harrison. The application indicates that it would be a non-family guest who would be discharging on the land.

The original (family) parcel was 40 acres but split into 2 parcels, 39146 and 39148, years ago. The vast majority of the original parcel (35.44 acres) is on parcel 39146 and is in the name of Stumpf Irrevocable Real Estate Trust, Patrick Stumpf, LE. The second parcel, 39148 (4.56 acres), is owned by the applicant Philip Stumpf.

The non-family guest that submitted the application to the clerk was informed that the application was for the small parcel and would not be approved. He was mistakenly thinking that the two parcels would meet the 40 acre criteria because the land is "family" land.

He stated that he would request the family complete another application for the parcel held in trust if the board would be inclined to approve it. The clerk would not speculate on the Board's decisions and was asked to submit the application he provided and ask the Board their opinion of the likelihood that a waiver would be approved if the family also submitted an application for parcel 39146.

The application and an aerial map of the area are attached.

Budget Impacts:
none

Recommended Action:
Will of the Board.

Attachments:
- Firearms Waiver - Stumpf 39148.pdf

Village of HARRISON
WHERE OPPORTUNITY LIVES

DISCHARGE OF FIREARMS WAIVER APPLICATION

Permit Year: 2024

X Initial Application ___ Renewal

Village of Harrison Municipal Code 16-II-2 prohibits the discharge of firearms within 100 yards of any occupied, permanent, or seasonal dwelling, as well as, within the prohibited boundaries shown on the Harrison Discharge of Firearms Map. A **land owner** within the prohibited boundaries may apply for a waiver to discharge firearms in the prohibited area if their property consists of **40 or more** contiguous acres.

Land Owner Information

Name: Philip G. Stumpf Phone #: [redacted]

Mailing Address: W5578, Manitowoc Rd., Menasha WI 54952

Application Information

1. Mark the property boundaries on the attached map.
2. Address or description of property: W5578 Manitowoc Rd.
3. Parcel ID #(s): 39148 Total acres: 40
4. For renewal applications, list any changes to property or surrounding properties in the past year:

   _____
5. Check mark who will be discharging on your land: ___land owner ___family X non-family guest

Acknowledgements:

- I am the only one who may give family and non-family members permission to discharge firearms on my land.
- I am responsible for all firearms discharged on my land and hold harmless the Village of Harrison.
- I must apply for a waiver annually.
- The waiver may be revoked for violations of WI State Statute Chapter 167 or Chapter 941 relative to the use of firearms.

Philip G. Stumpf — *Land Owner Signature*

9/24/24 — *Date*

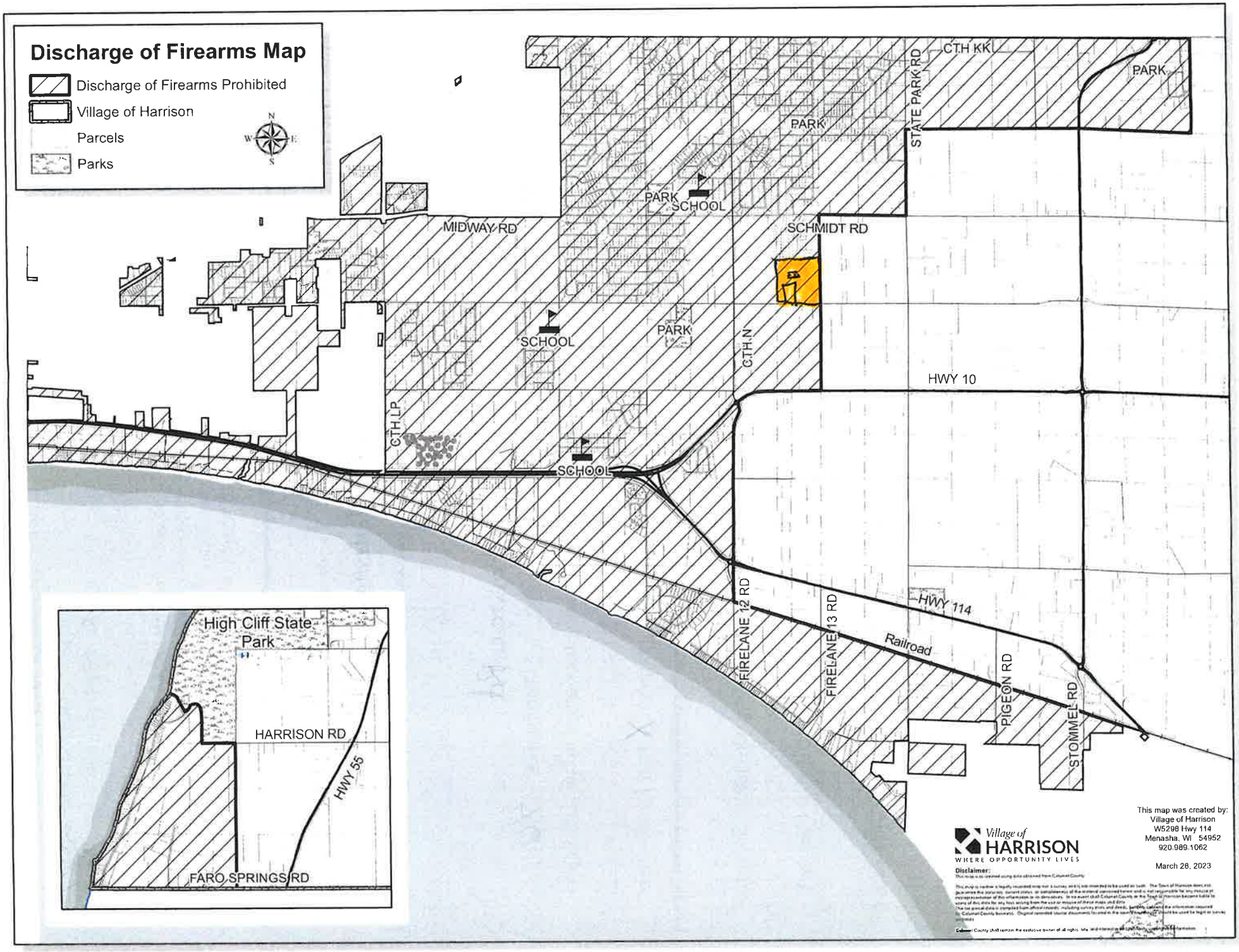
Staff Use:

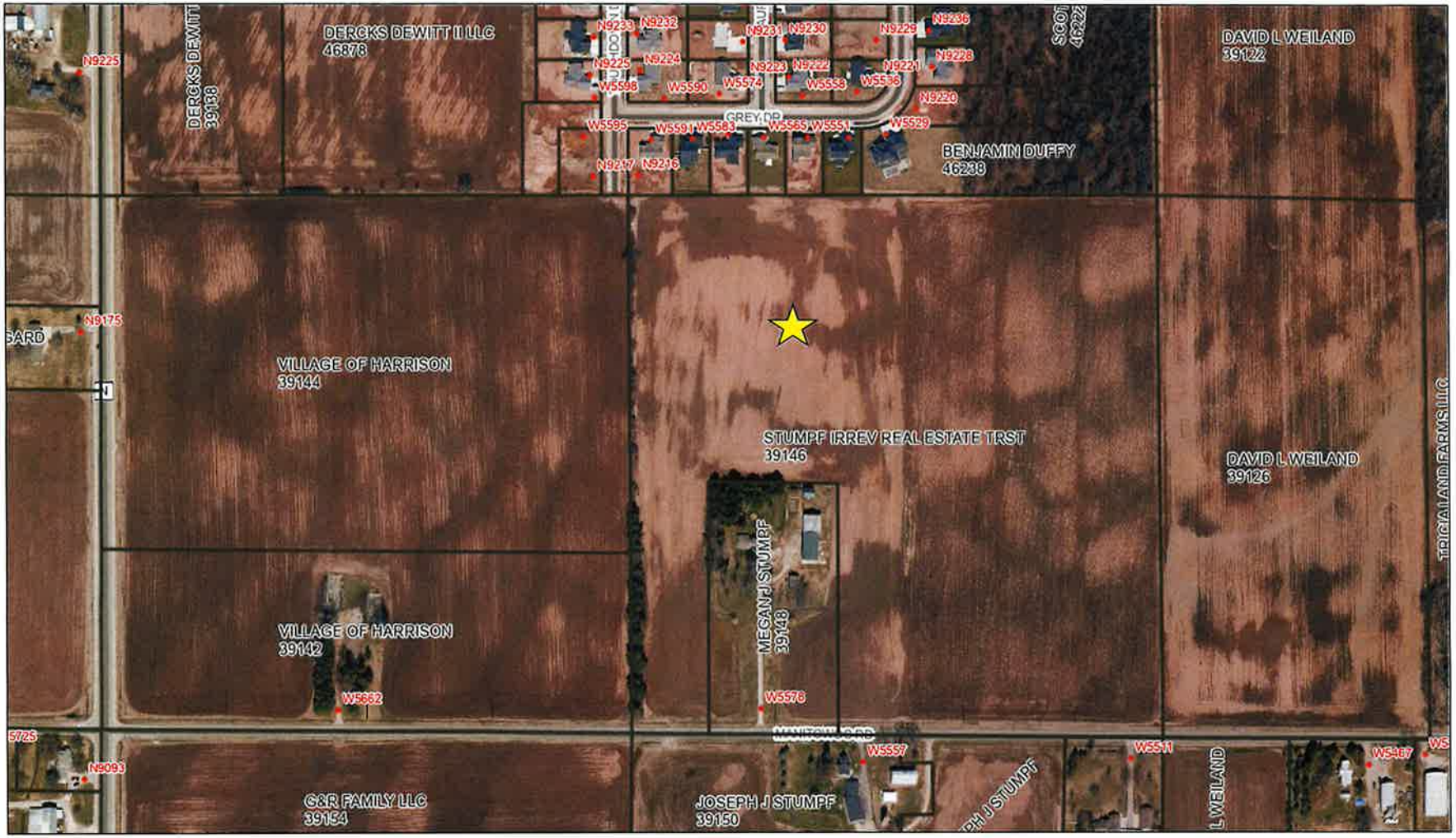
Clerk review date: _____ Verification of acreage: _____

This application is: ☐ Approved ☐ Denied for: _____

_____
Clerk Signature & Date

___Landowner ___Calumet County Sheriff's Dept. ___ Village/Original


Discharge of Firearms Map
Discharge of Firearms Prohibited
Village of Harrison
Parcels
Parks
N
W
E
S
MIDWAY RD
PARK
SCHOOL
SCHMIDT RD
CTH KK
STATE PARK RD
PARK
SCHOOL
PARK
CTH N
HWY 10
CTH LP
SCHOOL
FIRELANE 12 RD
FIRELANE 13 RD
HWY 114
Railroad
PIGEON RD
STOMMEL RD
High Cliff State Park
HARRISON RD
HWY 55
FARO SPRINGS RD
Village of HARRISON
WHERE OPPORTUNITY LIVES
Disclaimer:
This map was created by:
Village of Harrison
W5298 Hwy 114
Menasha, WI 54952
920.989.1062
March 28, 2023


DERCKS DEWITT II LLC
46878
DERCKS DEWITT
39138
DAVID L WEILAND
39122
BENJAMIN DUFFY
46238
GREY DR
VILLAGE OF HARRISON
39144
STUMPF IRREV REAL ESTATE TRST
39146
DAVID L WEILAND
39126
VILLAGE OF HARRISON
39142
MEGAN J STUMPF
39148
G&R FAMILY LLC
39154
JOSEPH J STUMPF
39150
N9225
N9233
N9232
N9231
N9230
N9229
N9236
N9228
N9224
N9223
N9222
N9221
N9220
N9217
N9216
N9175
N9093
W5598
W5590
W5574
W5558
W5536
W5595
W5591
W5585
W5551
W5529
W5662
W5578
W5557
W5511
W5467

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Vicki Tessen, Clerk

Meeting Date:
October 29, 2024

Title:
Proclamation is Support of REACH Red Ribbon Week

Issue:
Should the Village proclaim October 23 – 31, 2024 as REACH Red Ribbon Week?

Background and Additional Information:
REACH is requesting the support of the Village of Harrison to pass the Red Ribbon Week Proclamation as a show of support for the citizens of Harrison.

REACH is Calumet County's substance misuse prevention coalition that is dedicated to reducing the use of alcohol, tobacco, and drugs by Calumet County youth.

Red Ribbon Week is the nation's largest drug-abuse prevention campaign. Beginning in 1985, after the death of Drug Enforcement Agent Enrique Camarena, Red Ribbon week has been celebrated the last week of October and draws attention to law enforcement's battle against substance misuse through prevention.

Budget Impacts:
none

Recommended Action:
Staff recommends the Board approve the Proclamation to make the week of October 23 to 31, 2024 as Red Ribbon Week.

Attachments:
- 24 10 29 Red Ribbon Proclamation.pdf

VILLAGE OF HARRISON
PROCLAMATION

WHEREAS, substance misuse affects individuals, families, and communities across Calumet County and the nation; and

WHEREAS, it is imperative that visible, unified efforts by community members be launched to prevent substance misuse; and

WHEREAS, REACH Red Ribbon Week offers citizens the opportunity to demonstrate their commitment to reducing alcohol, tobacco, and substance misuse of youth in Calumet County and to promote a drug-free lifestyle; and

WHEREAS, REACH Red Ribbon Week will be celebrated in communities across Calumet County and the nation on October 23-31, 2024; and

WHEREAS, businesses, government, law enforcement, media, health care providers, religious institutions, schools, and other community-based organizations will demonstrate their commitment to reducing youth consumption of alcohol, tobacco and substance misuse, and live healthy, drug-free lifestyles by displaying REACH Red Ribbon Week window clings and signs and participating in substance misuse prevention activities; and

WHEREAS, the Village of Harrison further commits its support to ensure the success of REACH Red Ribbon Week;

NOW, THEREFORE BE IT RESOLVED that, I, President Blackmer, on behalf of the Village of Harrison residents, do hereby proclaim October 23-31, 2024, as

REACH Red Ribbon Week

in the Village of Harrison, Calumet County, State of Wisconsin and encourage you to participate in substance misuse prevention education activities, not only during REACH Red Ribbon Week, but also throughout the year, making a visible statement that we are strongly committed to a drug-free lifestyle.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Harrison to be affixed this 29th day of October, in the year 2024.

_____

Allison Blackmer, Village President

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Approval of Certificate of Payment No. 3 for 2024 Asphalt Resurfacing Program for $52,056.83.

Issue:
Does the Village Board wish to approve Certificate of Payment No. 3?

Background and Additional Information:
None

Budget Impacts:
$52,056.83 Capital Outlay

Recommended Action:
Motion to approve Certificate of Payment No. 3 for $52,056.83

Attachments:
- ' Harrison-Asphalt Cert Pay 03.pdf

McMAHON
ENGINEERS ARCHITECTS

October 15, 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 #3
McM. No. H0006-09-24-00257

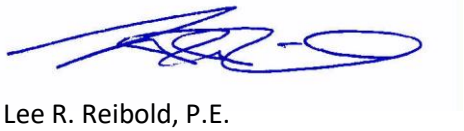
Dear Chad:

Enclosed herewith is Certificate for Payment #3 for the above referenced project. This Certificate is issued to Northeast Asphalt, Inc. in the amount of $52,056.83 for partial payment for work performed through October 3, 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.



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

LRR:mck

cc: Northeast Asphalt, Inc.

Enclosure: Certificate for Payment #3

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.	Three (3)
Issue Date:	October 15 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: October 3, 2024

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

Original Contract	$1,118,263.80	Completed To Date	$861,194.27
Net Change Orders	$40,809.40	Retainage	$10,000.00
Current Contract Amount	**$1,159,073.20**	Subtotal	**$851,194.27**
		Previously Certified	$799,137.44

Amount Due This Payment: $52,056.83

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 #3 Summary
McM No. H0006-09-24-00257.02

A. Woodland Trails Subdivision

						Payment Certificate #3		FINAL Contract		Difference	
Item	Description	Bid Qty	Unit	Unit Cost	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost
1	Pulverize existing asphalt pavement	34,000	S.Y.	$ 1.15	$ 39,100.00	0	$ -	26,261	$ 30,200.15	-7739	$ (8,899.85)
2	Excavation below subgrade (EBS)	750	C.Y.	$ 14.50	$ 10,875.00	0	$ -	0	$ -	-750	$ (10,875.00)
3	Base aggregate dense, 3-inch for EBS areas	1,500	TONS	$ 18.00	$ 27,000.00	0	$ -	0	$ -	-1500	$ (27,000.00)
4	Type I Geogrid for EBS areas	1,500	S.Y.	$ 3.25	$ 4,875.00	0	$ -	0	$ -	-1500	$ (4,875.00)
5	Miscellaneous 30-inch mountable reinforced curb & gutter replacer	2,700	L.F.	$ 56.00	$ 151,200.00	0	$ -	1,510	$ 84,560.00	-1190	$ (66,640.00)
6	Fine grading & compaction of aggregate base	34,000	S.Y.	$ 2.50	$ 85,000.00	0	$ -	26,261	$ 65,652.50	-7739	$ (19,347.50)
7	Sawing asphalt (WisDOT Item No. 690.0150)	250	L.F.	$ 1.25	$ 312.50	0	$ -	0	$ -	-250	$ (312.50)
8	2 1/4-inch HMA pavement, 3 LT 58-28 S	4,690	TONS	$ 56.15	$ 263,343.50	0.00	$ -	3,145.74	$ 176,633.30	-1544.26	$ (86,710.20)
9	1 3/4-inch HMA pavement, 4 LT 58-28 S	3,650	TONS	$ 59.90	$ 218,635.00	0.00	$ -	2,910.07	$ 174,313.19	-739.93	$ (44,321.81)
10	Sanitary Manhole Reconstruction	26	EACH	$ 600.00	$ 15,600.00	26	$ 15,600.00	26	$ 15,600.00	0	$ -
11	Storm Manhole Reconstruction	16	EACH	$ 600.00	$ 9,600.00	16	$ 9,600.00	16	$ 9,600.00	0	$ -
12	Catch Basin Reconstruction	18	EACH	$ 553.00	$ 9,954.00	0	$ -	35	$ 19,355.00	17	$ 9,401.00
13	Contractor Quality Control Testing	1	L.S.	$ 8,000.00	$ 8,000.00	0	$ -	1	$ 8,000.00	0	$ -
				Total A =	**$ 843,495.00**		**$ 25,200.00**		**$ 583,914.14**		**$ (259,580.86)**

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

						Payment Certificate #3		FINAL Contract		Difference	
Item	Description	Bid Qty	Unit	Unit Cost	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost
1	Pulverize existing asphalt pavement	1,650	S.Y.	$ 1.15	$ 1,897.50	0	$ -	1,650	$ 1,897.50	0	$ -
2	Excavation below subgrade (EBS)	200	C.Y.	$ 14.50	$ 2,900.00	0	$ -	0	$ -	-200	$ (2,900.00)
3	Base aggregate dense, 3-inch for EBS areas	400	TONS	$ 18.00	$ 7,200.00	0	$ -	0	$ -	-400	$ (7,200.00)
4	Type I Geogrid for EBS areas	400	S.Y.	$ 3.25	$ 1,300.00	0	$ -	0	$ -	-400	$ (1,300.00)
5	Miscellaneous 30-inch reinforced curb & gutter replacement	200	L.F.	$ 56.00	$ 11,200.00	0	$ -	62	$ 3,472.00	-138	$ (7,728.00)
6	30-inch curb & gutter	65	L.F.	$ 56.00	$ 3,640.00	0	$ -	53	$ 2,968.00	-12	$ (672.00)
7	Fine grading & compaction of aggregate base	1,650	S.Y.	$ 4.00	$ 6,600.00	0	$ -	1,650	$ 6,600.00	0	$ -
8	Sawing asphalt (WisDOT Item No. 690.0150)	100	L.F.	$ 1.25	$ 125.00	0	$ -	100	$ 125.00	0	$ -
9	2 1/4-inch HMA pavement, 3 LT 58-28 S	230	TONS	$ 68.95	$ 15,858.50	0.00	$ -	200.00	$ 13,790.00	-30.00	$ (2,068.50)
10	1 3/4-inch HMA pavement, 4 LT 58-28 S	180	TONS	$ 73.25	$ 13,185.00	0.00	$ -	178.48	$ 13,073.66	-1.52	$ (111.34)
11	Catch Basin Reconstruction	2	EACH	$ 553.00	$ 1,106.00	0	$ -	4	$ 2,212.00	2	$ 1,106.00
12	Contractor Quality Control Testing	1	L.S.	$ 950.00	$ 950.00	0	$ -	1	$ 950.00	0	$ -
				Total B =	**$ 65,962.00**		**$ -**		**$ 45,088.16**		**$ (20,873.84)**

C. Clover Ridge Park Trail

						Payment Certificate #3		FINAL Contract		Difference	
Item	Description	Bid Qty	Unit	Unit Cost	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost
1	Fine grading & compaction of aggregate base	475	S.Y.	$ 3.00	$ 1,425.00	0	$ -	475	$ 1,425.00	0	$ -
2	3-inch HMA pavement, 4 LT 58-28 S	75	TONS	$ 95.00	$ 7,125.00	0	$ -	66	$ 6,270.00	-9	$ (855.00)
3	Lawn Restoration	200	S.Y.	$ 9.85	$ 1,970.00	0	$ -	0	$ -	-200	$ (1,970.00)
4	Contractor Quality Control Testing	1	L.S.	$ 1.00	$ 1.00	0	$ -	1	$ 1.00	0	$ -
				Total C =	**$ 10,521.00**		**$ -**		**$ 7,696.00**		**$ (2,825.00)**
				Total A through C =	**$ 919,978.00**		**$ 25,200.00**		**$ 636,698.30**		**$ (283,279.70)**

D. Payten Street

Item	Description	Bid Qty	Unit	Unit Cost	Total Cost	Payment Certificate #3 Quantity	Payment Certificate #3 Total Cost	FINAL Contract Quantity	FINAL Contract Total Cost	Difference Quantity	Difference Total Cost
1	Remove existing concrete curb & gutter	150	L.F.	$3.00	$ 450.00	0	$ -	150	$ 450.00	0	$ -
2	Remove existing concrete pavement	165	S.F.	$1.00	$ 165.00	0	$ -	165	$ 165.00	0	$ -
3	Remove existing catch basin	1	EACH	$500.00	$ 500.00	0	$ -	1	$ 500.00	0	$ -
4	Remove existing small pipe culvert	1	EACH	$500.00	$ 500.00	0	$ -	1	$ 500.00	0	$ -
5	15-inch x 21-inch CMP-Arch culvert	80	L.F.	$74.00	$ 5,920.00	0	$ -	80	$ 5,920.00	0	$ -
6	15-inch x 21-inch CMP-Arch flared end section	2	EACH	$300.00	$ 600.00	0	$ -	2	$ 600.00	0	$ -
7	12-inch RCP Storm Sewer	127	L.F.	$104.00	$ 13,208.00	0	$ -	140	$ 14,560.00	13	$ 1,352.00
8	12-inch RCP Flared End Section	1	EACH	$500.00	$ 500.00	0	$ -	2	$ 1,000.00	1	$ 500.00
9	Catch Basin	3	EACH	$3,100.00	$ 9,300.00	0	$ -	3	$ 9,300.00	0	$ -
10	4-inch Geotextile Wrapped Underdrain	125	L.F.	$40.00	$ 5,000.00	0	$ -	125	$ 5,000.00	0	$ -
11	Medium riprap	5	C.Y.	$200.00	$ 1,000.00	0	$ -	0	$ -	-5	$ (1,000.00)
12	Pulverize existing asphalt pavement	2,000	S.Y.	$1.15	$ 2,300.00	0	$ -	2,000	$ 2,300.00	0	$ -
13	Excavation below subgrade (EBS)	200	C.Y.	$14.50	$ 2,900.00	0	$ -	0	$ -	-200	$ (2,900.00)
14	Base aggregate dense, 3-inch for EBS areas	400	TONS	$18.00	$ 7,200.00	0	$ -	0	$ -	-400	$ (7,200.00)
15	Type I Geogrid for EBS areas	400	S.Y.	$3.25	$ 1,300.00	0	$ -	0	$ -	-400	$ (1,300.00)
16	30-inch mountable reinforced curb & gutter	1,150	L.F.	$15.42	$ 17,733.00	0	$ -	1,192	$ 18,380.64	42	$ 647.64
17	6-inch concrete pavement	188	S.F.	$6.60	$ 1,240.80	0	$ -	190	$ 1,254.00	2	$ 13.20
18	Fine grading & compaction of aggregate base	2,000	S.Y.	$3.00	$ 6,000.00	0	$ -	2,000	$ 6,000.00	0	$ -
19	1-1/4-inch Base Aggregate Dense	300	TONS	$18.00	$ 5,400.00	0.00	$ -	300.00	$ 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	$ -	246.86	$ 15,996.53	-23.14	$ (1,499.47)
21	1 3/4-inch HMA pavement, 4 LT 58-28 S	210	TONS	$69.80	$ 14,658.00	0.00	$ -	200.00	$ 13,960.00	-10.00	$ (698.00)
22	Sanitary Manhole Reconstruction	1	EACH	$600.00	$ 600.00	0	$ -	2	$ 1,200.00	1	$ 600.00
23	Lawn Restoration	2,000	S.Y.	$6.40	$ 12,800.00	0	$ -	1,800	$ 11,520.00	-200	$ (1,280.00)
24	Inlet Protection	5	EACH	$105.00	$ 525.00	0	$ -	0	$ -	-5	$ (525.00)
25	Temporary Ditch Check	2	EACH	$84.00	$ 168.00	0	$ -	2	$ 168.00	0	$ -
26	Silt Fence	1,100	L.F.	$2.00	$ 2,200.00	0	$ -	1,100	$ 2,200.00	0	$ -
27	Sawing asphalt (WisDOT Item No. 690.0150)	200	L.F.	$1.25	$ 250.00	0	$ -	200	$ 250.00	0	$ -
28	Contractor Quality Control Testing	1	L.S.	$950.00	$ 950.00	0	$ -	1	$ 950.00	0	$ -
				Total D =	**$ 130,863.80**		**$ -**		**$ 117,574.17**		**$ (13,289.63)**
				Total A through D =	**$ 1,050,841.80**		**$ 25,200.00**		**$ 754,272.47**		**$ (296,569.33)**

Supplemental Bid #1: Evan Street

Item	Description	Bid Qty	Unit	Unit Cost	Total Cost	Payment Certificate #3 Quantity	Payment Certificate #3 Total Cost	FINAL Contract Quantity	FINAL Contract Total Cost	Difference Quantity	Difference Total Cost
1	Pulverize existing asphalt pavement	2,100	S.Y.	$ 1.15	$ 2,415.00	0	$ -	2,100	$ 2,415.00	0	$ -
2	Excavation below subgrade (EBS)	200	C.Y.	$ 14.50	$ 2,900.00	0	$ -	0	$ -	-200	$ (2,900.00)
3	Base aggregate dense, 3-inch for EBS areas	400	TONS	$ 18.00	$ 7,200.00	0	$ -	0	$ -	-400	$ (7,200.00)
4	Type I Geogrid for EBS areas	400	S.Y.	$ 3.25	$ 1,300.00	0	$ -	0	$ -	-400	$ (1,300.00)
5	Miscellaneous 30-inch mountable curb & gutter replacement	200	L.F.	$ 56.00	$ 11,200.00	0	$ -	246	$ 13,776.00	46	$ 2,576.00
6	Fine grading & compaction of road base	2,100	S.Y.	$ 3.00	$ 6,300.00	0	$ -	2,100	$ 6,300.00	0	$ -
7	Sawing asphalt (WisDOT Item No. 690.0150)	30	L.F.	$ 2.00	$ 60.00	0	$ -	30	$ 60.00	0	$ -
8	2 1/4-inch HMA pavement, 3 LT 58-28 S	290	TONS	$ 64.80	$ 18,792.00	0.00	$ -	240.00	$ 15,552.00	-50.00	$ (3,240.00)
9	1 3/4-inch HMA pavement, 4 LT 58-28 S	225	TONS	$ 69.80	$ 15,705.00	0.00	$ -	213.53	$ 14,904.39	-11.47	$ (800.61)
10	Sanitary Manhole Reconstruction	1	EACH	$ 600.00	$ 600.00	0	$ -	1	$ 600.00	0	$ -
11	Contractor Quality Control Testing	1	L.S.	$ 950.00	$ 950.00	0	$ -	1	$ 950.00	0	$ -
				Supplemental Bid #1 Total =	**$ 67,422.00**		**$ -**		**$ 54,557.39**		**$ (12,864.61)**
				Total A through D + Supplemental Bid #1 =	**$ 1,118,263.80**		**$ 25,200.00**		**$ 808,829.87**		**$ (309,433.93)**

Village of Harrison
2024 Asphalt Resurfacing Program
Payment Certificate #3 Summary
McM No. H0006-09-24-00257.02

Change Order Items:

Item	Description	Bid Qty	Unit	Unit Cost	Total Cost	Payment Certificate #3 Quantity	Payment Certificate #3 Total Cost	FINAL Contract Quantity	FINAL Contract Total Cost	Difference Quantity	Difference Total Cost
1.1	ADD Replacement catch basin casting		EACH	$ 700.00	$ -	0	$ -	32	$ 22,400.00	32	$ 22,400.00
1.2	ADD Replacement driveway catch basin casting		EACH	$ 900.00	$ -	0	$ -	3	$ 2,700.00	3	$ 2,700.00
1.3	ADD 30-inch mountable curb & gutter @ Woodland & Manitowoc		L.F.	$ 56.00	$ -	0	$ -	250	$ 14,000.00	250	$ 14,000.00
1.4	ADD Concrete flumes @ Woodland & Manitowoc		S.F.	$ 6.60	$ -	0	$ -	259	$ 1,709.40	259	$ 1,709.40
2.1	ADD Inlet Protection Woodland Trails		EACH	$ 105.00	$ -	0	$ -	35	$ 3,675.00	35	$ 3,675.00
2.2	ADD Amy Avenue Theda Care driveway aprons		L.S.	$ 7,880.00	$ -	1	$ 7,880.00	1	$ 7,880.00	1	$ 7,880.00
	Change Order Items Total =				**$ -**		**$ 7,880.00**		**$ 52,364.40**		**$ 52,364.40**
	Contract Total =				**$ 1,118,263.80**		**$ 33,080.00**		**$ 861,194.27**		**$ (257,069.53)**

Completed to Date =	**$ 861,194.27**
Project Retainage =	**$ 10,000.00**
Subtotal =	**$ 851,194.27**
Previously Certified =	**$ 799,137.44**
Amount Due this Payment =	**$ 52,056.83**

McMAHON
McMahon Associates, Inc.
ENGINEERS ARCHITECTS
SCIENTISTS LAND SURVEYORS

1445 McMahon Drive
Neenah, WI 54956

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

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

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.	3
Application Date	October 3, 2024
Period From	08/14/24 To 10/03/24

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	$861,194.27	$ ~~862,806.26~~
Net Change Orders		Retainage		$ -
Current Contract Amount	$ 1,118,263.80	Sub-total	$861,194.27	$ ~~862,806.26~~
		Previous Payments		$ 799,137.38

Amount Due This Application: $ ~~63,668.88~~ $62,056.83

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 3 inclusive; and 2) All materials and equipment incorporated in said project or otherwise listed in or covered by this Application For Payment are free and clear of all liens, claims, security interests and encumbrances.

Dated October 4, 2024

Northeast Asphalt, Inc.
(contractor)
BY
Jon Wurzer, Agent

MARY J JORGENSEN
Notary Public
State of Wisconsin

COUNTY OF Outagamie
STATE OF Wisconsin
} ss

Before me on this 4th day of October, personally appeared Jon Wurzer, Agent known to me, who being duly sworn, did depose and say that he/she is the Area Manager of the Contractor above mentioned; that he/she executed the above Application For Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission Expires: 3-3-2027

Mary J Jorgensen
(Notary Public)

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

Invoice: 709983-004
Invoice Date: 10-03-2024
Job: 709983
Application No: 4
Period To: 09-30-2024

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	0.00
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	0.00
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	0.00
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	3,145.740	0.000	3,145.740	176,633.30	0.00	176,633.30	-0.05
90001090	1-3/4 Inch HMA Pavement, 4 LT 58-	2,626.000	TN	59.900	157,297.40	2,910.070	0.000	2,910.070	174,313.19	0.00	174,313.19	0.00
90001100	Sanitary Manhole Reconstruction	26.000	EA	600.000	15,600.00	0.000	26.000	26.000	0.00	15,600.00	15,600.00	0.00
90001110	Storm Manhole Reconstruction	16.000	EA	600.000	9,600.00	0.000	16.000	16.000	0.00	9,600.00	9,600.00	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	0.00
90001130	Contractor Quality Control Testing	1.000	LS	8,000.000	8,000.00	1.000	0.000	1.000	8,000.00	0.00	8,000.00	0.00
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	0.00
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	0.00
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	0.00
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	0.00
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	0.00
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	0.00
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	0.00

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	4 ~~8.000~~	~~4,424.00~~	$2,212.00	0.00 ~~4,424.00~~	0.00
90002120	Contractor Quality Control Testing	1.000	LS	950.000	950.00	1.000	0.000	1.000	950.00	0.00	950.00	0.00
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	0.00
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	0.00
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	0.00
90004010	Remove Existing Concrete Curb &	150.000	LF	3.000	450.00	150.000	0.000	150.000	450.00	0.00	450.00	0.00
90004020	Remove Existing Concrete Pavement	165.000	SF	1.000	165.00	165.000	0.000	165.000	165.00	0.00	165.00	0.00
90004030	Remove Existing Catch Basin	1.000	EA	500.000	500.00	1.000	0.000	1.000	500.00	0.00	500.00	0.00
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	0.00
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	0.00
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	0.00
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	0.00
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	0.00
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	0.00
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	0.00
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	0.00
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	0.00
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	0.00
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	0.00
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	0.00
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	0.00
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	0.00
90004220	Sanitary Manhole Reconstruction	1.000	EA	600.000	600.00	1.000	0.000	2 ~~1.000~~	~~600.00~~	0.00	~~600.00~~	$1,200.00 0.00
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	0.00
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	0.00
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	0.00
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	0.00
90004280	Contractor Quality Control Testing	1.000	LS	950.000	950.00	1.000	0.000	1.000	950.00	0.00	950.00	0.00
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	0.00
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

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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	0.00
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	0.00
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	0.00
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	0.00
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	0.05
90005100	Sanitary Manhole Reconstruction	1.000	EA	600.000	600.00	1.000	0.000	1.000	600.00	0.00	600.00	0.00
90005110	Contractor Quality Control Testing	1.000	LS	950.000	950.00	1.000	0.000	1.000	950.00	0.00	950.00	0.00
90010001	CO1.1 Add Replacement Catch	32.000	EA	700.000	22,400.00	32.000	0.000	32.000	22,400.00	0.00	22,400.00	0.00
90010002	CO1.2 Add Replacement Driveway	3.000	EA	900.000	2,700.00	3.000	0.000	3.000	2,700.00	0.00	2,700.00	0.00
90010003	CO1.3 Add 30" Mountable Curb &	250.000	LF	56.000	14,000.00	250.000	0.000	250.000	14,000.00	0.00	14,000.00	0.00
90010004	CO1.4 Add Concrete Flumes	259.000	SF	6.600	1,709.40	259.000	0.000	259.000	1,709.40	0.00	1,709.40	0.00
90010005	CO2.1 Add Inlet Protection	35.000	EA	105.000	3,675.00	35.000	0.000	35.000	3,675.00	0.00	3,675.00	0.00
90010006	CO3.1 Amy Ave Entrance Patches	1.000	LS	7,880.000	7,880.00	0.000	1.000	1.000	0.00	7,880.00	7,880.00	0.00
				Project Total:	984,316.86				829,726.26	33,080.00	~~862,806.26~~	0.00

Work Completed To Date: ~~**862,806.26**~~ $861,194.27

Less Retainage: 0.00

Less Previous Estimate: 799,137.38

Total Amout Due This Estimate: ~~**63,668.88**~~ $62,056.83

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Approval of Certificate of Payment No. 2 for Asphalt Resurfacing Program II including Blazing Meadows and Fire Station 60 Parking Lot for $49,345.39.

Issue:
Does the Village Board wish to make the 2nd Payment for the Asphalt Resurfacing Program II.

Background and Additional Information:
None

Budget Impacts:
$49,345.39 Capital Outlay

Recommended Action:
Motion to approve Certificate of Payment No. 2

Attachments:
- ' Harrison-Asphalt II Cert Pay 02.pdf

McMAHON
ENGINEERS ARCHITECTS

September 25, 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 #2
McM. No. H0006-09-24-00257-B

Dear Chad:

Enclosed herewith is Certificate for Payment #2 for the above referenced project. This Certificate is issued to MCC, Inc. in the amount of $49,345.39 for partial payment for work performed through September 25, 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 #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-B
Project File No.	H0006-09-24-00257.12
Certificate No.	Two (2)
Issue Date:	September 25, 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: September 13, 2024

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

Original Contract	$437,890.30	Completed To Date	$443,732.06
Net Change Orders	$56,063.00	Retainage 2.5%	$12,348.83
Current Contract Amount	**$493,953.30**	Subtotal	**$431,383.23**
		Previously Certified	$382,037.84

Amount Due This Payment: $49,345.39

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 #2 Summary
McM No. H0006-09-24-00257.10

A. Blazing Meadow Subdivision

Item	Description	Bid Qty	Unit	Unit Cost	Total Cost	Payment Certificate #2 Quantity	Payment Certificate #2 Total Cost	Completed to Date Quantity	Completed to Date Total Cost	Difference Quantity	Difference Total Cost
1	Pulverize existing asphalt pavement	15,900	S.Y.	$ 0.59	$ 9,381.00	0	$ -	15,900	$ 9,381.00	0	$ -
2	Excavation below subgrade (EBS)	500	C.Y.	$ 12.60	$ 6,300.00	0	$ -	0	$ -	-500	$ (6,300.00)
3	Base aggregate dense, 3-inch for EBS areas	1,000	TONS	$ 15.07	$ 15,070.00	0	$ -	0	$ -	-1,000	$ (15,070.00)
4	Type I Geogrid for EBS areas	1,000	S.Y.	$ 1.50	$ 1,500.00	0	$ -	0	$ -	-1,000	$ (1,500.00)
5	Miscellaneous 30-inch mountable reinforced curb & gutter replacement	1,650	L.F.	$ 62.00	$ 102,300.00	0	$ -	1,615	$ 100,130.00	-35	$ (2,170.00)
6	Fine grading & compaction of road base	15,900	S.Y.	$ 2.05	$ 32,595.00	0	$ -	15,900	$ 32,595.00	0	$ -
7	Sawing asphalt (WisDOT Item No. 690.0150)	110	L.F.	$ 1.88	$ 206.80	0	$ -	110	$ 206.80	0	$ -
8	2 1/4-inch HMA pavement, 3 LT 58-28 S	2,150	TONS	$ 62.05	$ 133,407.50	0.00	$ -	2,065	$ 128,104.09	-85	$ (5,303.41)
9	1 3/4-inch HMA pavement, 4 LT 58-28 S	1,680	TONS	$ 70.25	$ 118,020.00	0.00	$ -	1,575	$ 110,624.78	-105	$ (7,395.22)
10	Sanitary Manhole Reconstruction	12	EACH	$ 785.00	$ 9,420.00	0	$ -	8	$ 6,280.00	-4	$ (3,140.00)
11	Storm Manhole Reconstruction	14	EACH	$ 525.00	$ 7,350.00	0	$ -	9	$ 4,725.00	-5	$ (2,625.00)
12	Catch Basin Reconstruction	1	EACH	$ 750.00	$ 750.00	0	$ -	1	$ 750.00	0	$ -
13	Contractor Quality Control Testing	1	L.S.	$ 1,590.00	$ 1,590.00	0	$ -	1	$ 1,590.00	0	$ -
	Total Base Bid Items =				**$ 437,890.30**		**$ -**		**$ 394,386.67**		**$ (43,503.63)**

Change Order Items (Firestation 60):

Item	Description	Bid Qty	Unit	Unit Cost	Total Cost	Payment Certificate #2 Quantity	Payment Certificate #2 Total Cost	Completed to Date Quantity	Completed to Date Total Cost	Difference Quantity	Difference Total Cost
1.1	Removing Asphalt Pavement	2,400	S.Y.	$ 0.48	$ 1,152.00	2,360	$ 1,132.80	2,360	$ 1,132.80	-40	$ (19.20)
1.2	Fine grading & compaction of aggregate base	2,400	S.Y.	$ 3.85	$ 9,240.00	2,360	$ 9,086.00	2,360	$ 9,086.00	-40	$ (154.00)
1.3	Sawing asphalt (WisDOT Item No. 690.0150)	250	L.F.	$ 1.48	$ 370.00	60	$ 88.80	60	$ 88.80	-190	$ (281.20)
1.4	2 1/4-inch HMA pavement, 3 LT 58-28 S	330	TONS	$ 70.20	$ 23,166.00	256.15	$ 17,981.73	256	$ 17,981.73	-74	$ (5,184.27)
1.5	1 3/4-inch HMA pavement, 4 LT 58-28 S	260	TONS	$ 78.50	$ 20,410.00	268.23	$ 21,056.06	268	$ 21,056.06	8	$ 646.06
1.6	Storm Manhole Casting Adjustment	3	EACH	$ 575.00	$ 1,725.00	0	$ -	0	$ -	-3	$ (1,725.00)
	Total Change Order Items =				**$ 56,063.00**		**$ 49,345.39**		**$ 49,345.39**		**$ (6,717.61)**
	Total Contract Amount =				**$ 493,953.30**		**$ 49,345.39**		**$ 443,732.06**		**$ (50,221.24)**

Completed to Date =		**$ 443,732.06**
Project Retainage =	**2.5%**	**$ 12,348.83**
Subtotal =		**$ 431,383.23**
Previously Certified =		**$ 382,037.84**
Amount Due this Payment =		**$ 49,345.39**

McMAHON
ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.
1445 McMahon Drive
Neenah, WI 54956
P.O. Box 1025
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.	H0006-09-22-00257-B
Project No.	H0006-09-22-00257
Application No.	2
Application Date	09/13/2024
Period From	08/01/2024 To 09/13/2024

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	$437,890.30	Completed To Date	$443,732.06
Net Change Orders	$56,063.00	Retainage 5 %	$22,186.60
Current Contract Amount	**$493,953.30**	Subtotal	**$46,878.12**
		Previous Applications	$374,667.34

Amount Due This Application: $46,878.12

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 September 13 20 24

MCC, Inc.
(contractor)

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

COUNTY OF Outagamie
STATE OF } ss

Before me on this 13 day of September 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; 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

Alicia Mary
(Notary Public)

ALICIA M. MARY NOTARY PUBLIC STATE OF WISCONSIN

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 47018

To Owner: VILLAGE OF HARRISON
W5298 ST RD 114

HARRISON, WI 54952

Project: 3515RL. Harrison 2024 Asphalt Resurfacing Program II

Application No.: 2

Period To:

Distribution to:
- ☐ Owner
- ☐ Architect
- ☐ Contractor
- ☐
- ☐

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		$443,732.06
5. Retention:		
a. 5.00% of Completed Work	$22,186.60	
b. 0.00% of Stored Material	$0.00	
Total Retention		$22,186.60
6. Total Earned Less Retention		$421,545.46
7. Less Previous Certificates For Payments		$374,667.34
8. Current Payment Due		$46,878.12
9. Balance To Finish, Plus Retention		$72,407.84

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

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: Jaye A. Murphy Strauss Date: 9/13/24

State of: Wisconsin
County of: Outagamie
Subscribed and sworn to before me this 13 day of September
Notary Public: Alicia Mays
My Commission expires: 01/09/2027

ALICIA M. MARX
NOTARY PUBLIC
STATE OF WISCONSIN

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 $46,878.12

(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.

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retention for line items may apply.

Application No. : 2
Application Date : 09/12/24
To:
Architect's Project No.:

Invoice # : 47018 **Contract : 3515RL. Harrison 2024 Asphalt Resurfacing Program II**

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	Retention
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)			
1	Pulverize Existing Asphalt Pavement	9,381.00	9,381.00	0.00	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	100,130.00	0.00	0.00	100,130.00	97.88%	2,170.00	
6	Fine Grading and Compaction of Aggregate Base	32,595.00	32,595.00	0.00	0.00	32,595.00	100.00%	0.00	
7	Sawing Asphalt (WisDOT Item No. 690.0150)	206.80	206.80	0.00	0.00	206.80	100.00%	0.00	
8	2-1/4 Inch HMA Pavement, 3 LT 58-28 S	133,407.50	128,104.09	0.00	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	110,624.78	0.00	0.00	110,624.78	93.73%	7,395.22	
10	Sanitary Manhole Reconstruction	9,420.00	6,280.00	0.00	0.00	6,280.00	66.67%	3,140.00	
11	Storm Manhole Reconstruction	7,350.00	4,725.00	0.00	0.00	4,725.00	64.29%	2,625.00	
12	Catch Basin Reconstruction	750.00	750.00	0.00	0.00	750.00	100.00%	0.00	
13	Contractor Quality Control Testing	1,590.00	1,590.00	0.00	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	1,132.80	0.00	1,132.80	98.33%	19.20	
16	Fine Grading And Compaction Of Aggregate Base	9,240.00	0.00	9,086.00	0.00	9,086.00	98.33%	154.00	
17	Sawing Asphalt	370.00	0.00	88.80	0.00	88.80	24.00%	281.20	
18	2.25" HMA Pavement 3 MT 58-28 S	23,166.00	0.00	17,981.73	0.00	17,981.73	77.62%	5,184.27	
19	1.75" HMA Pavement 4 MT 58-28 S	20,410.00	0.00	21,056.06	0.00	21,056.06	103.17%	-646.06	
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**	**394,386.67**	**49,345.39**	**0.00**	**443,732.06**	**89.83%**	**50,221.24**	**22,186.60**

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Approval of Certificate of Payment No. 2 for State Park Road Reconstruction for $74,693.19.

Issue:
Does the Village Board wish to make the 2nd Payment for the State Park Road Construction.

Background and Additional Information:
None

Budget Impacts:
$74,693.19 Capital Outlay

Recommended Action:
Motion to approve Certificate of Payment No. 2

Attachments:
- ' State Park Rd Cert 02.pdf

McMAHON
ENGINEERS ARCHITECTS

October 2, 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 #2
McM. No. H0006-09-22-00644

Enclosed herewith is Certificate for Payment #2 for the above referenced project. This Certificate is issued to MCC, Inc. in the amount of $74,693.19 for partial payment for work performed through September 30, 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 #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.	H0006-09-22-00644
Project File No.	H0006-09-22-00644
Certificate No.	Two (2)
Issue Date:	October 2, 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: September 30, 2024

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

Original Contract	$759,920.80	Completed To Date	$330,107.41
Net Change Orders	$0.00	Retainage 5%	$16,505.37
Current Contract Amount	**$759,920.80**	Subtotal	**$313,602.04**
		Previously Certified	$238,908.85

Amount Due This Payment: $74,693.19

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 #2 Summary
McM No. H0006-09-22-00644

Item	Description	Qty	Unit	Unit Bid Price	Total Bid	Payment Certificate #2 Qty	Payment Certificate #2 Total Cost	Completed to Date Qty	Completed to Date Total Cost
1	Remove existing culvert	13	EACH	$50.00	$ 650.00	0	$ -	14	$700.00
2	Remove and Reinstall Mailboxes	1	L.S.	$480.00	$ 480.00	0.50	$ 240.00	1	$480.00
3	29-inch x 42-inch CMP-Arch culvert	64	L.F.	$80.50	$ 5,152.00	0	$ -	64	$5,152.00
4	29-inch x 42-inch CMP-Arch flared end section	2	EACH	$550.00	$ 1,100.00	0	$ -	2	$1,100.00
5	24-inch CMP culvert	232	L.F.	$37.00	$ 8,584.00	0	$ -	364	$13,468.00
6	24-inch CMP flared end section	14	EACH	$285.00	$ 3,990.00	0	$ -	18	$5,130.00
7	15-inch x 21-inch CMP-Arch culvert	110	L.F.	$38.00	$ 4,180.00	0	$ -	168	$6,384.00
8	15-inch x 21-inch CMP-Arch flared end section	8	EACH	$195.00	$ 1,560.00	0	$ -	10	$1,950.00
9	Excavation Common, WDOT Item 205.0100	6,530	C.Y.	$9.00	$ 58,770.00	0	$ -	6,530	$58,770.00
10	Base aggregate dense, 3-inch	9,000	TONS	$12.36	$ 111,240.00	0.00	$ -	3,901.87	$48,227.11
11	Base aggregate dense, 1 1/4-inch	4,800	TONS	$12.36	$ 59,328.00	125.80	$ 1,554.89	6,034.45	$74,585.80
12	Pulverize existing asphalt pavement	15,100	S.Y.	$0.45	$ 6,795.00	0	$ -	15,100	$6,795.00
13	Excavation Below Subgrade (EBS)	700	C.Y.	$11.15	$ 7,805.00	0.00	$ -	492.5	$5,491.38
14	Base aggregate dense, 3-inch for EBS areas	1,400	TONS	$12.36	$ 17,304.00	0	$ -	985	$12,174.60
15	Type 1 Geogrid for EBS areas	1,400	S.Y.	$1.65	$ 2,310.00	0	$ -	1,400	$2,310.00
16	Fine grading and compaction of aggregate base	25,000	S.Y.	$0.73	$ 18,250.00	25,000	$ 18,250.00	25,000	$18,250.00
17	36-inch concrete curb & gutter, 6-inch sloped	375	L.F.	$28.00	$ 10,500.00	363	$ 10,164.00	363	$10,164.00
18	2 1/4-inch HMA Pavement 3 LT 58-28S	3,000	TONS	$56.75	$ 170,250.00	0	$ -	0	$0.00
19	1 3/4-inch HMA Pavement 4 LT 58-28S	2,350	TONS	$63.80	$ 149,930.00	0	$ -	0	$0.00
20	Sawing asphalt	250	L.F.	$1.25	$ 312.50	250	$ 312.50	250	$312.50
21	Base aggregate dense, 1 1/4-inch for driveways	400	TONS	$12.40	$ 4,960.00	0	$ -	400	$4,960.00
22	Landmark Reference Monuments WisDOT Item 621.0100	3	EACH	$750.00	$ 2,250.00	0	$ -	0	$0.00
23	Ditching	550	L.F.	$7.00	$ 3,850.00	0	$ -	550	$3,850.00
24	Turf Restoration	27,500	S.Y.	$1.60	$ 44,000.00	16,100	$ 25,760.00	16,100	$25,760.00
25	Erosion Mat, Class I, Type B	27,500	S.Y.	$1.18	$ 32,450.00	16,100	$ 18,998.00	16,100	$18,998.00
26	Mobilization Erosion Control WDOT Item 628.1905	30	EACH	$0.01	$ 0.30	2	$ 0.02	2	$0.02
27	Mobilization Emergency Erosion Control WDOT Item 628.1910	8	EACH	$100.00	$ 800.00	0	$ -	0	$0.00
28	Temporary Ditch Checks	46	EACH	$80.00	$ 3,680.00	19	$ 1,520.00	19	$1,520.00
29	Culvert Pipe Ditch Check	13	EACH	$15.00	$ 195.00	5	$ 75.00	5	$75.00
30	Marking Line 4 Epoxy 4 Inch	14,400	L.F.	$0.75	$ 10,800.00	0	$ -	0	$0.00
31	Marking Stop Line Epoxy 18 Inch	85	L.F.	$17.00	$ 1,445.00	0	$ -	0	$0.00
32	Marking Word	12	EACH	$175.00	$ 2,100.00	0	$ -	0	$0.00
33	Marking Arrow	12	EACH	$170.00	$ 2,040.00	0	$ -	0	$0.00
34	Contractor quality control testing	1	L.S.	$9,360.00	$ 9,360.00	0	$ -	0	$0.00
35	Traffic Control Signing & Barricades including Detour Signs	1	L.S.	$3,500.00	$ 3,500.00	0.50	$ 1,750.00	1	$3,500.00
	Total Construction Cost =				**$ 759,920.80**		**$ 78,624.41**		**$ 330,107.41**

Completed to Date =		**$ 330,107.41**
Project Retainage =	**5.0%**	**$ 16,505.37**
Subtotal =		**$ 313,602.04**
Previously Certified =		**$ 238,908.85**
Amount Due this Payment =		**$ 74,693.19**

McMAHON
ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.

1445 McMahon Drive
Neenah, WI 54956

P.O. Box 1025
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:	STATE PARK ROAD CONSTRUCITON
CONTRACTOR	MCC, Inc.
Contract No.	H0006-09-22-00644
Project No.	H0006-09-22-00644
Application No.	2
Application Date	SEPTEMBER 30, 2024
Period From	9/1/24 To 9/30/24

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	$759,920.80
Net Change Orders	$0.00
Current Contract Amount	**$759,920.80**

Completed To Date	$330,107.41	~~$330,803.41~~
Retainage 5 %	$16,505.37	~~$16,540.18~~
Subtotal	$313,602.04	~~$314,263.23~~
Previous Applications		$238,908.84

Amount Due This Application: ~~$75,354.39~~ $74,693.19

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 SEPTEMBER 30 20 24

MCC, Inc.
(contractor)

By Joyce A. Murphy Stearns
(name & title)

COUNTY OF Outagamie
STATE OF } ss

Before me on this 30 day of SEPTEMBER 20 24 Personally appeared Joyce Murphy Stearns known to me, who being duly sworn, did depose and say that he/she is the Vice President *(title)* 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: 01/09/2027

JENNIFER L. TOMAZEVICH NOTARY PUBLIC STATE OF WISCONSIN

(Notary Public)

W:\WP\Forms\Bidding-Contract\App-Pay-McM.doc

MCC INC ASPHALT CONCRETE AGGREGATES
MURPHY CONCRETE & CONSTRUCTION

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

INVOICE # 47471

Estimate # 2
Architect Project #

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

Invoice #: 47471
Date: 09/18/24
Customer Reference: HARRISON - STATE PARK RD
Invoice Due Date: 10/18/24
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 ~~75,354.39~~ $74,693.19

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	14.00	EA	50.00	700.00
2	REMOVE AND REINSTALL MAILBOXES	1.00	LSB	480.00	480.00
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	364.00	LF	37.00	13,468.00
6	24-INCH CMP FLARED END SECTION	18.00	EA	285.00	5,130.00
7	15-INCH X 21-INCH CMP-ARCH CULVERT	168.00	LF	38.00	6,384.00
8	15-INCH X 21-INCH CMP-ARCH FLARED END SECTION	10.00	EA	195.00	1,950.00
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	6,034.45	TON	12.36	74,585.80
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	25,000.00	SY	0.73	18,250.00
17	36-INCH REINFORCED CONCRETE CURB & GUTTER, 6-INCH SLOPED	363 ~~375.00~~	LF	28.00	~~10,500.00~~
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	250.00	LF	1.25	312.50
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	16,100.00	SY	1.60	25,760.00
25	EROSION MAT, CLASS I, TYPE B	16,100.00	SY	1.18	18,998.00
26	MOBILIZATION EROSION CONTROL WISDOT ITEM 628.1905	2.00	EA	0.01	0.02
27	MOBILIZATION EMERGENCY EROSION CONTROL WISDOT ITEM 628.1910	0.00	EA	100.00	0.00
28	TEMPORARY DITCH CHECKS	19 ~~22.00~~	EA	80.00	~~1,760.00~~
29	CULVERT PIPE DITCH CHECK	5 ~~13.00~~	EA	15.00	~~195.00~~
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

MCC INC. ASPHALT CONCRETE AGGREGATES
MURPHY CONCRETE & CONSTRUCTION

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

INVOICE # 47471

Estimate # 2
Architect Project #

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

Invoice #: 47471
Date: 09/18/24
Customer Reference: HARRISON - STATE PARK RD
Invoice Due Date: 10/18/24
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 ~~75,354.39~~ $74,693.19

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	1.00	LSB	3,500.00	3,500.00

Total :	~~330,803.41~~	$330,107.41
Retainage :	~~16,540.18~~	$16,505.37
Less Previous Applications :	238,908.84	
Total Due This Invoice :	~~75,354.39~~	$74,693.19

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Approval of Certificate for Payment #1 (Final) for Precision Sealcoating, Inc for $127,200.

Issue:
Does the Village Board approve Payment No. 1 for Precision Sealcoating for $127,200?

Background and Additional Information:
Budgeted amount was $127,400.

Budget Impacts:
Public Works Road Maintenance Account

Recommended Action:
Motion to approve Certificate of Payment 3! for Precision Sealcoating, Inc for $127,200.0

Attachments:

- ' Harrison - Crack Seal Cert 01.pdf

McMAHON
ENGINEERS ARCHITECTS

September 4, 2024

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

Re: Village of Harrison
2024 Crack Seal Program
Certificate for Payment #1 – FINAL
McM. No. H0006-09-24-00266

Enclosed herewith is Certificate for Payment #1 for the above referenced project. This Certificate is issued to Precision Sealcoating, Inc. in the amount of $127,200.00 for FINAL payment for work performed through August 29, 2024.

Please process the enclosed, and forward payment to Precision Sealcoating, 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: Precision Sealcoating, Inc.

Enclosure: Certificate for Payment #1

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 HWY 114
Harrison, WI 54952

Contract No.	H0006-09-24-00266
Project File No.	H0006-09-24-00266
Certificate No.	One (1) – Final
Issue Date:	September 4, 2024
Project:	Village of Harrison 2024 Crack Seal Program

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

PRECISION SEALCOATING INC.
N6450 River Road
Princeton, WI 54968

Is Entitled To FINAL Payment For Work Performed Through: August 29, 2024

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

Original Contract	$127,200.00	Completed To Date	$127,200.00
Net Change Orders	$0.00	Retainage	$0.00
Current Contract Amount	**$127,200.00**	Subtotal	**$127,200.00**
		Previously Certified	$0.00

Amount Due This Payment: $127,200.00

Please process and forward payment to PRECISION SEALCOATING INC.

Certified By:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

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

PRECISION
Sealcoating Inc.

Date: 8/29/2024

TO:	FOR:
Village Of Harrison **McMahon** **1445 McMahon Drive** **P.O. Box 1025** **Neenah, WI 54956/54957-1025**	**2024 Crack Seal Program** **Contact: Lee Reibold (Engineer)** **Phone: 1-920-751-4295** **Fax: 1-920-751-4284**

DESCRIPTION	AMOUNT
Description Of Work To Be Performed	
Attention: Lee Reibold	
All Work Completed For 2024 Crack Seal Program On Schedule	
Project Number: H0006-9-24-00266	
See Attached Sheets	
Budgeted Amount Per Lee: Total Quantities Used On Project	**80,000 Pounds**
Start Date: 8-13-2024	
Date Completed: 8-28-2024	
Invoice Number: 01609	**Total 80,000 Pounds**
Thanks Again For Your Business !!!!	**@ $1.59 Per Pound**
Precision's Authorized Signature: Bob Wedde - owner + S/T.	
Date: 8/29/24 8-29-24.	
FEDERAL ID# 39-18-14017 STATE ID# 514407 **TOTAL**	**$127,200.00**

Make all checks payable to: Precision Sealcoating Inc.
Payment is due within 30 days of Invoice upon completion.
Payments not received when due will incur a late payment charge that will be computed at the rate of 18% APR.
If you have any questions concerning this please contact
Bob Wedde Owner
(920) 229-3306

N6450 River Road
Princeton, WI
54968

PHONE (920) 229-3306
FAX (920) 295-6709

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

CERTIFICATE FOR PAYMENT

(Owner) Village of Harrison
W5298 Hwy 114
Harrison, Wisconsin
54952

Contract No. H0006-09-24-00266
Project File No. * Same *
Certificate No. * Same *
Issue Date: —
Project: 2024 Crack Seal Program.
Quest 901-87-50

This Is To Certify That, In Accordance With The Contract Documents Dated: (Date Of Contract Agreement)

(Contractor)
Precision Sealcoating INC.
P.O. Box 24
N6450 River Road
Princeton, WI. 54968

Is Entitled To **(Partial)** **(Final)** Payment For Work Performed Through: (8-13-24 thru 8-23-24.)

(Date Noted On Application For Payment) 8-29-2024.

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

Original Contract	$127,200.	$	Completed To Date	$	100%
Net Change Orders	— NONE. —	$	Retainage — %	$	—
Current Contract Amount	$127,200.	$	Subtotal	$	—
			Previously Certified	$	— NONE. —

80,000 lbs.
@ 1.59 ¢
= $127,200.00 TOTAL.

Amount Due This Payment: $ 127,200.

Bob Wedde
Owner + S/T.
8-29-24.

Certified By:
McMahon Associates, Inc.
Neenah, Wisconsin

(Authorized Signature)

* NONE *

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

CHANGE ORDER

(Contractor)
Precision S/C INC.
P.O. BOX 24
Princeton, WI. 54968

Contract No. H0006-09-24-00266
Project File No. * Same *
Change Order No. — NONE —
Issue Date: 8-29-2024 / 100% Done.
Project: 2024 Cracksed Program.

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

	(Description)	(amount)
	* NONE *	
	Bob Wedde	
	Owner + S/T.	
	8-29-24.	
	TOTAL NONE	(Total Amount)

The Changes Result In The Following Adjustments:

	CONTRACT PRICE	TIME
Prior To This Change Order	$ No Change order.	days
Adjustments Per This Change Order	$ — NONE —	days
Current Contract Status	$ 100% — Done.	days

Recommended:
McMahon Associates, Inc.
Neenah, Wisconsin

By:
Date:

Accepted:
CONTRACTOR

By:
Date:

Authorized:
OWNER

By:
Date:

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

Four Copies Should Accompany This Change Order
Execute And Return To ENGINEER For Distribution

H. Question & Answer Session

- **Contractor to notify residents by letter a minimum of two (2) days prior to work begins.**
- **OWNER to provide CONTRACTOR with 'No Parking' signs if necessary**
- **Contractor to submit crack seal quantities and locations to McMAHON at the end of each workday; McMAHON will forward quantities to owner.**
- **Longitudinal joint along pavement\curb & gutter flange to be routed as necessary and sealed.**
- **Three (3) year warranty on product and installation.**
- **The streets are to be crack sealed in the order listed until completed.**
- **Work Hours: NO work shall be performed on Sunday or legal holiday without OWNER'S written consent.**
- **Removal of routed material required by vacuum sweeping; do NOT leave routed material on street or in gutter. Disposal site locations: Peters Road**

VILLAGE OF HARRISON

1. Emerald Lane
2. Golden Way
3. Cameo Court
4. Coral Court
5. Pearl Drive
6. Garnet Court
7. Woodsedge Court
8. Garnet Drive
9. Golden Court
10. Hearthstone Drive
11. Jeff Court
12. Cathy Court
13. Rosebud Lane (Blazing Star Drive to Strawflower Drive)
14. Strawflower Drive
15. Jonsch Drive
16. Nolan Drive → Run Quantities Out Project
17. Nettie Drive
18. Sweet William Drive
19. Sunflower Lane
20. Geranium Drive
21. Blue Bonnet Drive
22. Daffodil Drive
23. African Violet Drive
24. Petunia Court
25. Noe Road (Manitowoc Road to Midway Road)
26. Sweet Pea Drive
27. Bouquet Drive
28. Sweet Clover Drive
29. Easter Lily Drive
30. Phlox Drive
31. Harrisville Court
32. Ryford Street (S Coop Road to Connor Circle)
33. Zach Street
34. Connor Circle
35. Crystal Drive
36. Crystal Court
37. Michelle Way

VILLAGE OF HARRISON (continued)

38. Gina Drive (CTH KK to Macky Drive)
39. Hoelzel Way (CTH N to Dusty Drive)
40. Rosella Drive (Hoelzel Way south)
41. Varsity Lane
42. Mullholland Lane
43. Jones Way
44. Touchdown Drive (Hoelzel Way to Schmidt Road)
45. Schreiber Lane
46. Dusty Drive (Hoelzel Way to Schmidt Road)
47. Midway Road (Noe Road to CTH N)

Harrison Creek Seal 24

Start

8-13 7 pallets @ 1950 = 13,650 #

8-14 8 pallets @ 1950 = 15,600 #

8-15 3½ Pallets @ 1950 = 6,825 #

8-16 5½ Pallets @ 1950 = 10,725 #

8-19 4½ Pallets @ 1950 = 8,775 #

8-20 4 Pallets @ 1950 = 7,800 #

8-21 3½ Pallets @ 1950 = 6,825 #

8-22 3 Pallets @ 1950 = 5,850 #

8-23 3 Pallets @ 1950 = 5,850 #

All Quantities On Truck & Machine To be Put Down Project

8-27/28 Put Down All Material Used

80,000 Total

Harrison Crack Seal 29

Start

8-13 · 7 pallets @ 1950 = 13,650 #

8-14 · 8 pallets @ 1950 = 15,600 #

8-15 · 3½ Pallets @ 1950 = 6,825 #

8-16 · 5½ Pallets @ 1950 = 10,725 #

8-19 · 4½ Pallets @ 1950 = 8,775 #

8-20 · 4 Pallets @ 1950 = 7,800 #

8-21 · 3½ Pallets @ 1950 = 6,825 #

8-22 · 3 Pallets @ 1950 = 5,850 #

8-23 · 3 Pallets @ 1950 = 5,850 #

· All Quantities On Truck & Machine To be Put Down Project

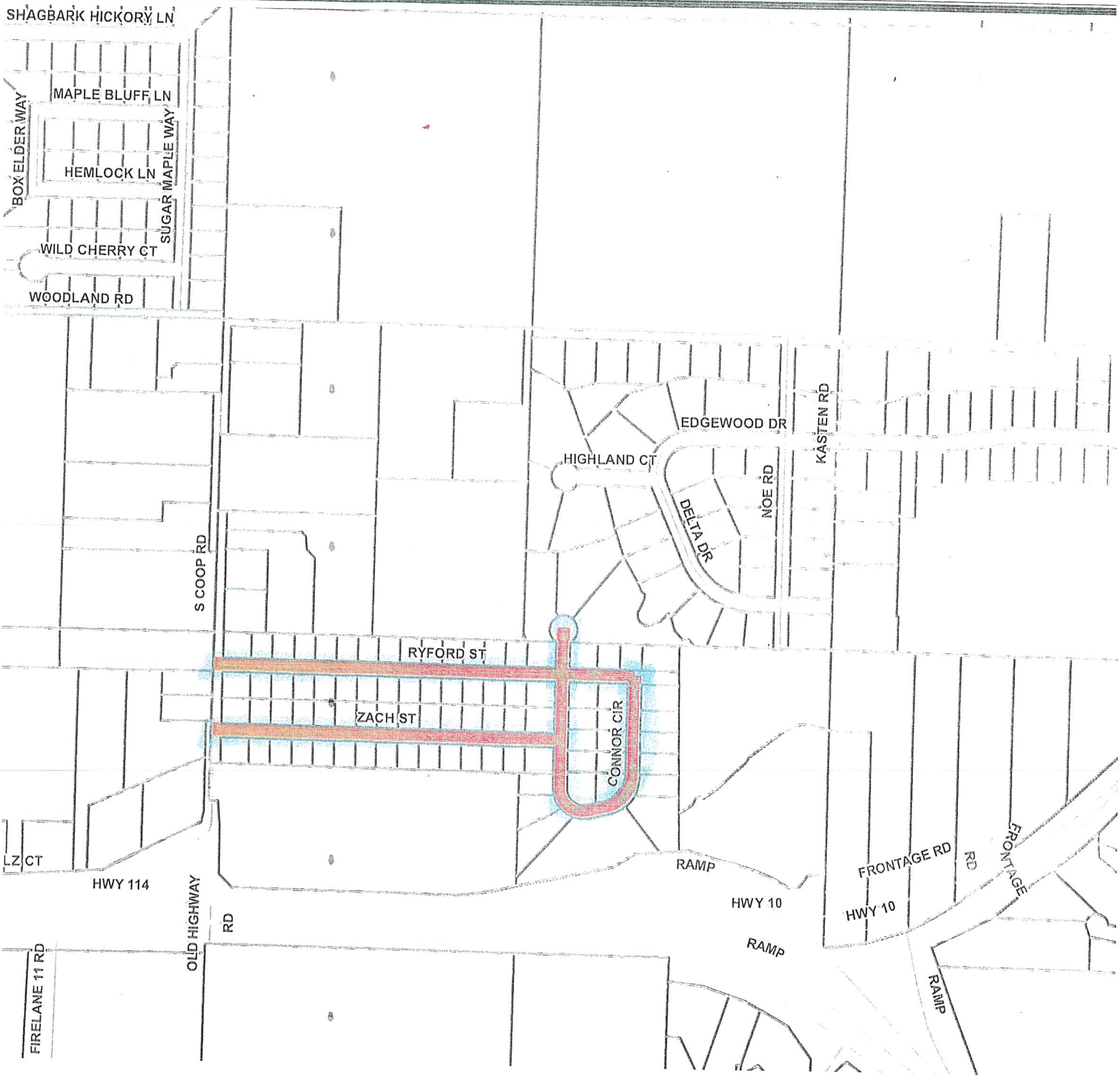
8-27/28 · Put Down All Material Used # 80,000 Total

Mapped Features

2024 Crack Seal Program Street

Source: Calumet County, 2023, Outagamie County, 2023.

Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County



Village of HARRISON
WHERE OPPORTUNITY LIVES

McMAHON
ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.

023, Outagamie County, 2023.

ght-of-way lines, and other property
developed or obtained as part of the
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MAHON ASSOCIATES, INC. does not
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mation are only intended for use as a
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e is at the user's own risk.

0 600 1,200
Feet

FIGURE 3 OF 3
2024 CRACK SEAL PROGRAM
VILLAGE OF HARRISON
CALUMET COUNTY, WISCONSIN

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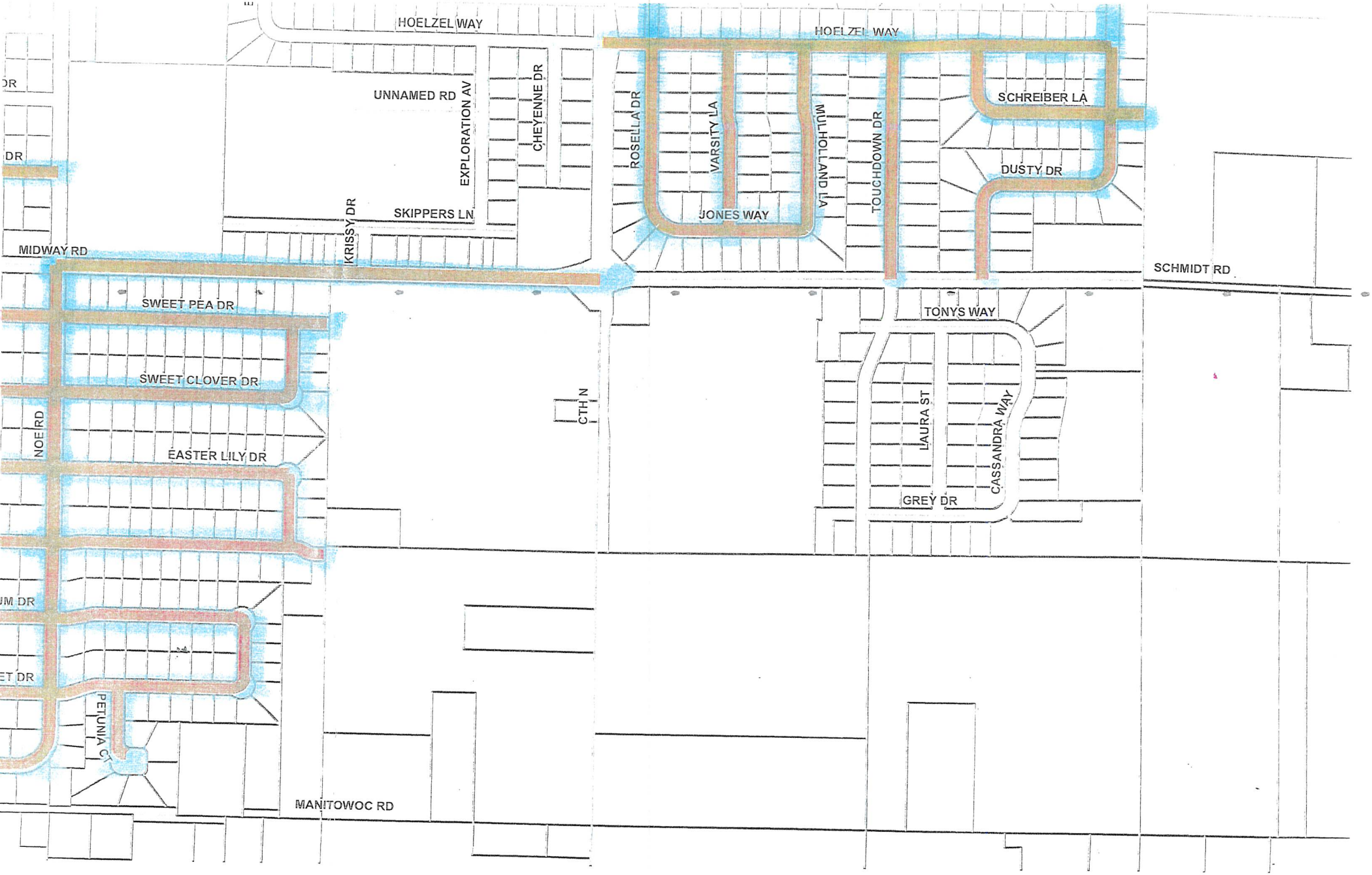
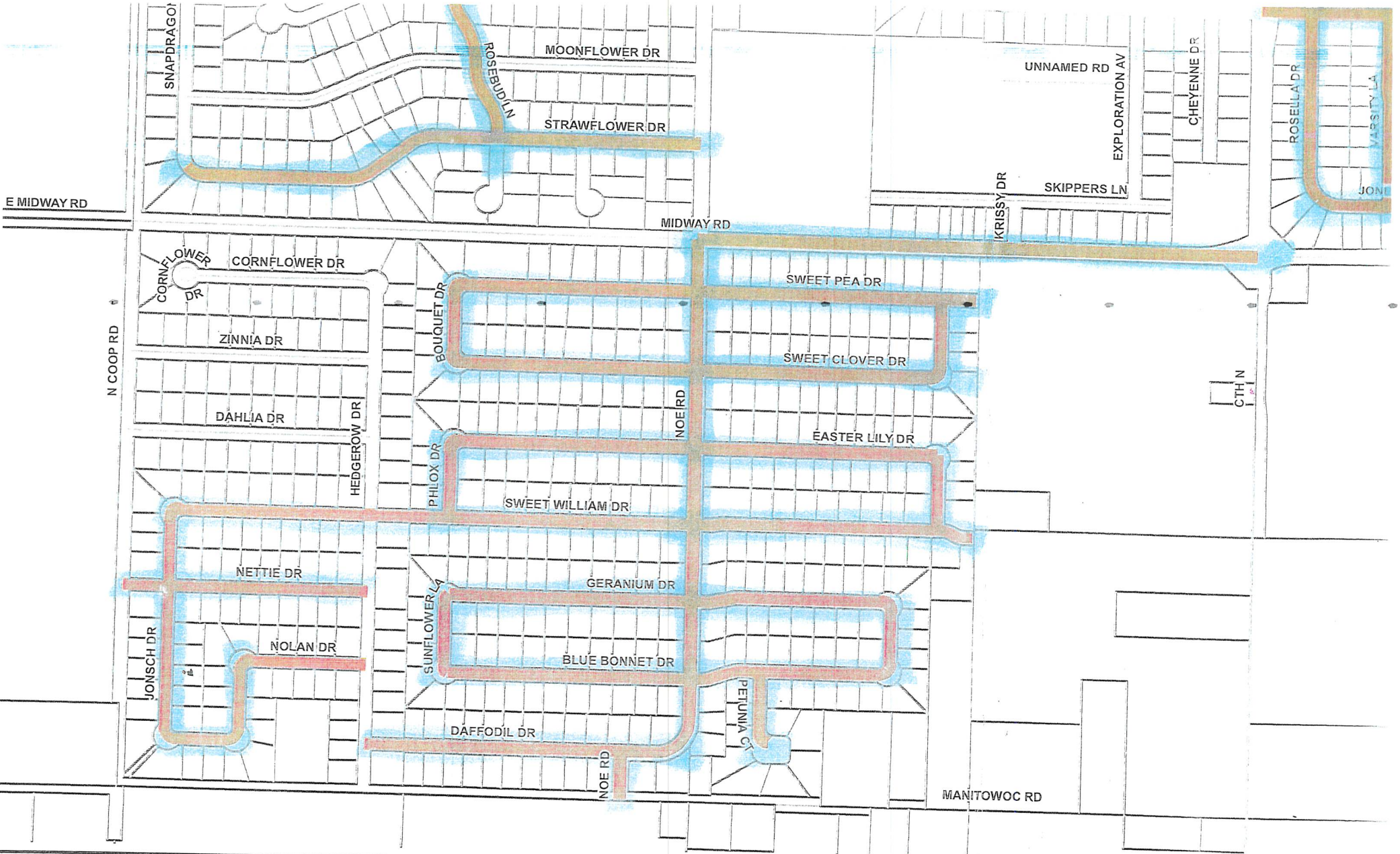
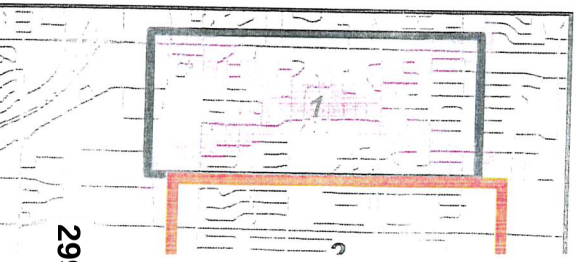


Source: Calumet County, 2023, Outagamie County, 2023





Mapped Features

2024 Crack Seal

Source: Calumet County, 2023, Outagamie County, 2023.

Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained

VILLAGE BOARD MEETING **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Approval of Certificate of Payment No. 1 for Farmers Field Paving for $206,841.02.

Issue:
Does the Village approve paying for the asphalt pavement at Farmers Field?

Background and Additional Information:
None

Budget Impacts:
$206,841.02- Park Impact Fees

Recommended Action:
Motion to approve Certificate of Payment No. 1 for Farmers Field paving project for $206,841.02.

Attachments:

- ' Harrison-Farmers Field Cert Pay 01.pdf

McMAHON
ENGINEERS ARCHITECTS

October 15, 2024

Village of Harrison
W5298 Highway 114
Harrison, WI 54952

Re: Village of Harrison
Attn: Chad Pelishek, Assistant Village Manager
Farmers Field Park Paving – Phase I
Certificate for Payment #1
McM. No. H0006-09-24-00472

Dear Chad:

Enclosed herewith is Certificate for Payment #1 for the above referenced project. This Certificate is issued to Northeast Asphalt, Inc. in the amount of $206,841.02 for partial payment for work performed through October 3, 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.

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

LRR:mck

cc: Northeast Asphalt, Inc.

Enclosure: Certificate for Payment #1

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.	H0006-09-24-00472
Project File No.	H0006-09-24-00472
Certificate No.	One (1)
Issue Date:	October 15, 2024
Project:	Village of Harrison – Farmers Field Park Paving – Phase I

This Is To Certify That, In Accordance With The Contract Documents Dated: August 8, 2024

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

Is Entitled To **Partial** Payment For Work Performed Through: October 3, 2024

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

Original Contract	$255,765.00	Completed To Date	$213,235.14
Net Change Orders	$0.00	Retainage 2.5%	$6,394.13
Current Contract Amount	**$255,765.00**	Subtotal	**$206,841.02**
		Previously Certified	$0.00

Amount Due This Payment: $206,841.02

Please process and forward payment to NORTHEAST ASPHALT, INC.

Certified By:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

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

Village of Harrison
Farmers Field Park Paving-Phase I
Payment Certificate #1 Summary
McM No. H0006-09-24-00472.02

Item	Description	Bid Qty	Unit	Unit Cost	Total Cost	Payment Certificate #1 Quantity	Payment Certificate #1 Total Cost	Contract to Date Quantity	Contract to Date Total Cost	Difference Quantity	Difference Total Cost
1	Fine grading & compaction of aggregate base	13,350	S.Y.	$1.90	$ 25,365.00	12,900	$ 24,510.00				
2	Base Aggregate Dense 1-1/4-inch for fine grading	500	TONS	$15.70	$ 7,850.00	0	$ -				
3	Storm Sewer Manhole Casting Adjustment	5	EACH	$450.00	$ 2,250.00	0	$ -				
4	1.75-inch HMA pavement, 3 LT 58-28 S	1,400	TONS	$64.20	$ 89,880.00	1,196.62	$ 76,823.00				
5	1.75-inch HMA pavement, 4 LT 58-28 S	1,400	TONS	$79.20	$ 110,880.00	1,169.58	$ 92,630.74				
6	Marking Parking Stall Epoxy	6,600	L.F.	$1.70	$ 11,220.00	7,120	$ 12,104.00				
7	Marking Line Epoxy 8-inch	1,400	L.F.	$3.40	$ 4,760.00	1,061	$ 3,607.40				
8	Marking Symbols Epoxy	8	EACH	$95.00	$ 760.00	8	$ 760.00				
9	Contractor Quality Control Testing	1	L.S.	$2,800.00	$ 2,800.00	1	$ 2,800.00				
				Total =	**$ 255,765.00**		**$ 213,235.14**				

Completed to Date =		**$ 213,235.14**
Project Retainage =	**2.5%**	**$ 6,394.13**
Subtotal =		**$ 206,841.02**
Previously Certified =		**$ -**
Amount Due this Payment =		**$ 206,841.02**

McMAHON
McMahon Associates, Inc.
ENGINEERS ARCHITECTS
SCIENTISTS LAND SURVEYORS

1445 McMahon Drive
Neenah, WI 54956

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

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

APPLICATION

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

PROJECT:	Farmers Field Park Paving - Phase 1
CONTRACTOR	Northeast Asphalt, Inc.
Contract No.	H0006-09-24-00472
Project No.	H0006-09-24-00472
Application No.	1
Application Date	October 3, 2024
Period From	To 10/03/24

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	$ 255,765.00	Completed to date	$ 213,235.14
Net Change Orders		Retainage	$ 10,661.76
Current Contract Amount	$ 255,765.00	Sub-total	$ 202,573.38
		Previous Payments	

Amount Due This Application: $ 202,573.38

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

Dated October 4, 2024

Northeast Asphalt, Inc.
(contractor)

BY _____
Jon Wurzer, Agent

MARY J JORGENSEN
Notary Public
State of Wisconsin

COUNTY OF Outagamie
STATE OF Wisconsin
} SS

Before me on this 4th day of October, personally appeared Jon Wurzer, Agent 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 _____
(Notary Public)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

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

FROM: Northeast Asphalt, Inc.
PROJECT: Farmers Field Park Paving-Phas

APPLICATION NO: 1
APPLICATION DATE: 10/3/2024
PERIOD TO: 10/3/2024
PROJECT #'S: H006-09-24-00472

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION(S) (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1010	FINE GRADE	$ 25,365.00	$ -	$ 24,510.00	$ -	$ 24,510.00	97%	$ 855.00	$ 1,225.50
1040	1.75" BINDER 3LT 58-28S	$ 89,880.00	$ -	$ 76,823.00	$ -	$ 76,823.00	85%	$ 13,057.00	$ 3,841.15
1050	1.75" SURFACE 4LT 58-28S	$ 110,880.00	$ -	$ 92,630.74	$ -	$ 92,630.74	84%	$ 18,249.26	$ 4,631.54
1060	MARKING PARKING STALL EPOXY	$ 11,200.00	$ -	$ 12,104.00	$ -	$ 12,104.00	108%	$ (904.00)	$ 605.20
1070	MARKING LINE EPOXY 8 INCH	$ 4,760.00	$ -	$ 3,607.40	$ -	$ 3,607.40	76%	$ 1,152.60	$ 180.37
1080	MARKING SYMBOLS EPOXY	$ 760.00	$ -	$ 760.00	$ -	$ 760.00	100%	$ -	$ 38.00
1090	QC TESTING	$ 2,800.00	$ -	$ 2,800.00	$ -	$ 2,800.00	100%	$ -	$ 140.00
		$ -	$ -	$ -	$ -	$ -		$ -	$ -

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Change Order No. 1 for State Park Road Construction to add shouldering.

Issue:
Does the Village Board approve shouldering change order for State Park Road?

Background and Additional Information:
The Village planned to complete the shouldering of State Park Road with Village staff and equipment. However, force account work by the Village is not eligible for reimbursement under the DOT grant the Village received, so this work was completed by MCC so the Village could open State Park Road. The total cost is $22,400 of which $11,200 will be covered by grant funds.

Budget Impacts:
$22,400.00 Capital Outlay with 50% funded by DOT grant

Recommended Action:
Motion to approve Change Order No. 1 for $22,400 for the State Park Road Construction project.

Attachments:
- " Harrison State Park Rd CO 01 - Owner.pdf

McMAHON
ENGINEERS ARCHITECTS

October 16, 2024

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

Re: Village of Harrison
State Park Road Construction
Change Order #1
McM. No. H0006-09-22-00644

Enclosed herewith is Change Order #1 for the above referenced project. This change is an increase in the Contract in the amount of $22,400.40. The current Contract Price is $782,321.20.

Please review and sign in the space provided. **Return all copies to our office,** and we will distribute accordingly.

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

Enclosure: Change Order #1

McMAHON
ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.

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

TELEPHONE: 920.751.4200
FAX: 920.751.4284

CHANGE ORDER

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

Contract No.	H0006-09-22-00644
Project File No.	H0006-09-22-00644
Change Order No.	One (1)
Issue Date:	October 15, 2024
Project:	Village of Harrison-State Park Road Construction

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

	(Item Description)	(Price)
1.1	ADD 2' Wide 3/4-inch Base Aggregate Dense Shoulder, 746.68 TONS @ $30.00 per Ton	+$22,400.40
	TOTAL	**+$22,400.40**

The Changes Result In The Following Adjustments:

	CONTRACT PRICE	TIME
Prior To This Change Order	$759,920.80	- days
Adjustments Per This Change Order	+$22,400.40	- days
Current Contract Status	**$782,321.20**	- days

Recommended:	Accepted:	Authorized:
McMAHON ASSOCIATES, INC.	**MCC, INC.**	**VILLAGE OF HARRISON**
Neenah, Wisconsin	Appleton, Wisconsin	Calumet County, Wisconsin
By:	By: Samuel D. Woelfel	By:
Date: 10/15/24	Date: 10/16/24	Date:

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

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

W:\PROJECTS\H0006\092200644\CONSTR\CONTRACT\CHANGE ORDER\#1

MCC INC. ASPHALT CONCRETE AGGREGATES
MURPHY CONCRETE & CONSTRUCTION
P.O. Box 1137
2600 Roemer Road
Appleton, WI 54912-1137
Phone: 920-749-3360
Fax: 920-380-9459

To:	Village Of Harrison	**Contact:**	
Address:	C/O MC MAHON ASSOC., P.O. BOX 1025 Neenah, WI 54957-1025	**Phone:** **Fax:**	(920) 751-4200 (920) 751-4284
CO Name:	SHOULDERING	**CO ID:**	CO1
Project Location:	State Park Rd, Harrison, WI	**CO Date:**	3/20/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
CO1	2' Wide Aggregate Shoulder - 3/4" Base Agg Dense	800.00	TON	$30.00	$24,000.00

Notes:

- **Should the buyer order any change in the work to be performed as outlined in this proposal, the Contractor reserves the right to adjust the total price accordingly.**
- **It is agreed that the estimate of quantities contained within this proposal are approximate and that final payment will be based on the actual measured quantities furnished, times the unit price provided.**
- **Acceptance of this proposal shall only be valid upon credit approval, and returning the signed and dated copy to us within 10 days.**
- Price includes mobilization.

Payment Terms:

Payment Terms: Payment Due Upon Completion

CONSTRUCTION LIEN

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, MCC, INC. HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON THAT LAND AND ON THE BUILDINGS ON THAT LAND IF THEY ARE NOT PAID FOR SUCH LABOR OR MATERIALS. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO MCC, INC. ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

CONTINGENCY

PERFORMANCE OF THIS CONTRACT IS CONTINGENT UPON STRIKES, LABOR TROUBLE, ACCIDENTS AND OTHER CAUSES OF LIKE CHARACTER BEYOND OUR CONTROL.

CREDIT

IF THE AMOUNT OF THIS CONTRACT IS NOT PAID IN ACCORDANCE WITH THE TERMS STATED THEREIN, A FINANCE CHARGE OF 1 1/2% PER MONTH SHALL BE CHARGED ON THE UNPAID BALANCE.

OWNER OR CONTRACTOR AGREES IF THIS CONTRACT IS NOT PAID AS AGREED, TO PAY ALL COLLECTION COSTS IN ADDITION TO THE FOREGOING, A REASONABLE ATTORNEY'S FEE OR IF SUIT SHALL BE BROUGHT TO COLLECT ANY PRINCIPAL OR INTEREST ON THIS CONTRACT. THE UNDERSIGNED PROMISES TO PAY IN ADDITION THE COURT COSTS PROVIDED BY LAW, A REASONABLE SUM AS ATTORNEY'S FEES. FOR VALUE RECEIVED EACH AND EVERY PARTY WHO SIGNS AND ENDORSES FOR OWNER OR CONTRACTOR OR BECOMES LIABLE EITHER NOW OR HEREAFTER FOR THE PAYMENT OF THIS CONTRACT SEVERALLY WAIVES PRESENTMENT, DEMAND, PROTEST, AND NOTICE OR NON-PAYMENT HEREOF. BINDS HIMSELF HEREON NOT-WITHSTANDING ANY EXTENSION THAT MAY BE MADE TO ANY PARTY LIABLE ON THIS NOTE. IF NOT PAID WHEN DUE, THEN THE ABOVE PROVISIONS CONCERNING ATTORNEY'S FEES SHALL BECOME APPLICABLE.

EXCAVATOR TO FURNISH AND INSTALL COMPACTED GRAVEL BASE WITHIN .1' (ONE-TENTH OF A FOOT) IN ALL ASPHALT AREAS.

CREDIT CARD

MCC WILL IMPOSE A SURCHARGE ON THE TRANSACTION AMOUNT FOR ANY PAYMENTS MADE BY CREDIT CARD, WHICH AMOUNT IS NOT GREATER THAN OUR COST OF ACCEPTANCE. WE DO NOT SURCHARGE DEBIT CARDS.

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and hereby accepted.	**MCC, INC.**
Buyer: _____	**Authorized Signature:**
Signature: _____	
Date of Acceptance: _____	**Estimator:** Sam Woelfel (920) 749-3360 sam.woelfel@murphyinc.org

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek

Meeting Date:
October 29, 2024

Title:
Change Order No. 1 for Crossroads Business Park to modify storm sewer and fill the lots to final grade.

Issue:

Background and Additional Information:

Budget Impacts:

Recommended Action:
Motion to approve Change Order No. 1.

Attachments:

- ' Harrison Crossroads CO 01 - Owner.pdf

McMAHON
ENGINEERS ARCHITECTS

October 21, 2024

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

Re: Village of Harrison
Crossroads Business Park Utility & Street Construction
Change Order #1
McM. No. H0006-09-24-00507

Enclosed herewith is Change Order #1 for the above referenced project. This change is an increase in the Contract in the amount of $129,054.53. The current Contract Price is $1,344,060.43.

Please review and sign in the space provided. **Return all copies to our office,** and we will distribute accordingly.

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

Enclosure: Change Order #1

McMAHON
ENGINEERS \ ARCHITECTS
McMAHON ASSOCIATES, INC.

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

TELEPHONE: 920.751.4200
FAX: 920.751.4284

CHANGE ORDER

GENE FREDERICKSON TRUCKING INC.
4450 Fieldcrest Drive
Kaukauna, WI 54130

Contract No.	H0006-09-24-00507
Project File No.	H0006-09-24-00507
Change Order No.	One (1)
Issue Date:	October 16, 2024
Project:	Village of Harrison-Crossroads Business Park Utility & Street Const.

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

	(Item Description)	(Price)
1.1	ADD 29" x 45" HERCP Storm Sewer, 209 LF @ $179.08/LF	+$37,427.72
1.2	ADD 24" x 39" HERCP Storm Sewer, 283 LF @ $142.78/LF	+$40,406.74
1.3	ADD 29" x 45" HERCP Storm Sewer, 1 EACH @ $5,163.07/EACH	+$5,163.07
1.4	ADD Borrow for Lots 10 thru 13, Estimated @ 14,190 CY @ $7.00/CY	+$99,330.00
1.5	DEDUCT 36" RCP Storm Sewer, 209 LF @ $113.00/LF	-$23,617.00
1.6	DEDUCT 30" RCP Storm Sewer, 283 LF @ $87.00/LF	-$24,621.00
1.7	DEDUCT 36" RCP Flared End Section, 1 EACH @ $5,035.00/EACH	-$5,035.00
	TOTAL	**+$129,054.53**

The Changes Result In The Following Adjustments:

	CONTRACT PRICE	TIME
Prior To This Change Order	$1,215,005.90	- days
Adjustments Per This Change Order	+$129,054.53	- days
Current Contract Status	**$1,344,060.43**	- days

Recommended:	Accepted:	Authorized:
McMAHON ASSOCIATES, INC.	**GENE FREDERICKSON TRUCKING INC.**	**VILLAGE OF HARRISON**
Neenah, Wisconsin	Kaukauna, Wisconsin	Calumet County, Wisconsin
By:	By: Grant A Fuller	By:
Date: 10/16/24	Date: 10/18/24	Date:

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

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

W:\ PROJECTS \ H0006 \ 092400507 \ CONSTR \ CONTRACT \ CHANGE ORDER \ #1

Crossroads Business Park
Utility & Street Construction
Village of Harrison
Payment Certificate Summary
McM No. H0006-09-24-00507

Base Bid:

Item	Qty	Unit	Description	Unit Price	Total
1.	2103	LF	8 Inch Sanitary Sewer	$61.00	$ 128,283.00
2.	85.8	VF	48 Inch Sanitary Sewer Manhole Including Casting and Chimney Seal	$662.00	$ 56,799.60
3.	655	LF	6 Inch SCH 40 PVC Sanitary Sewer Lateral	$41.00	$ 26,855.00
4.	50	LF	6 Inch SCH 40 PVC Sanitary Sewer Lateral (Lot 9)	$79.00	$ 3,950.00
5.	2250	LF	8 Inch Water Main	$66.00	$ 148,500.00
6.	6	Ea	8 Inch Resilient Wedge Gate Valve	$2,926.00	$ 17,556.00
7.	4	Ea	6 Inch Resilient Wedge Gate Valve	$2,123.00	$ 8,492.00
8.	4	Ea	Hydrant	$6,376.00	$ 25,504.00
9.	50	LF	6 Inch Hydrant Lead	$55.00	$ 2,750.00
10.	625	LF	2 Inch SDR 9 PE Water Lateral	$25.00	$ 15,625.00
11.	60	LF	2 Inch SDR 9 PE Water Lateral (Lot 9)	$66.00	$ 3,960.00
12.	13	Ea	2 Inch Corporation, Curb Stop & Stop Box	$1,273.00	$ 16,549.00
13.	731	LF	36 Inch RCP Storm Sewer	$113.00	$ 82,603.00
14.	600	LF	30 Inch RCP Storm Sewer	$87.00	$ 52,200.00
15.	619	LF	24 Inch RCP Storm Sewer	$61.00	$ 37,759.00
16.	53	LF	24 Inch Storm Sewer	$53.00	$ 2,809.00
17.	351	LF	18 Inch RCP Storm Sewer	$47.00	$ 16,497.00
18.	67	LF	18 Inch Storm Sewer	$39.00	$ 2,613.00
19.	40	LF	15 Inch RCP Storm Sewer	$48.00	$ 1,920.00
20.	181	LF	15 Inch Storm Sewer	$38.00	$ 6,878.00
21.	144	LF	12 Inch RCP Storm Sewer	$45.00	$ 6,480.00
22.	87	LF	12 Inch Storm Sewer	$30.00	$ 2,610.00
23.	1	Ea	36 Inch RCP Flared End Section	$5,035.00	$ 5,035.00
24.	1	Ea	30 Inch RCP Flared End Section	$3,708.00	$ 3,708.00
25.	3	Ea	18 Inch RCP Flared End Section	$1,948.00	$ 5,844.00
26.	2	Ea	12 Inch RCP Flared End Section	$1,564.00	$ 3,128.00
27.	5.6	VF	84 Inch Diameter Storm Sewer Manhole	$1,487.00	$ 8,327.20
28.	9.7	VF	72 Inch Diameter Storm Sewer Manhole	$1,235.00	$ 11,979.50
29.	31.6	VF	60 Inch Diameter Storm Sewer Manhole	$909.00	$ 28,724.40
30.	15.4	VF	48 Inch Diameter Storm Sewer Manhole	$655.00	$ 10,087.00
31.	1	Ea	36 Inch Diameter Stand Pipe Outlet Structure with Trash Rack for Outlot 2 F	$2,824.00	$ 2,824.00
32.	1	Ea	Trash Rack for Outloy 1 Pond Outlet Structure	$620.00	$ 620.00
33.	1	Ea	Anti-Seep Collar	$515.00	$ 515.00
34.	12	Ea	Catch Basin	$2,307.00	$ 27,684.00
35.	600	LF	4 Inch Perforated Underdrain with Geotextile Sock	$16.00	$ 9,600.00
36.	3	Ea	Yard Drain	$2,052.00	$ 6,156.00
37.	1	LS	Utility Trench Compaction Certification	$12,738.00	$ 12,738.00
38.	1	LS	Common Pond Excavation (Estimated at 2,500 C.Y.)	$36,242.00	$ 36,242.00
39.	1	LS	Borrow for Stormwater Ponds (Estimated at 2,110 C.Y.)	$3,108.00	$ 3,108.00
40.	16	CY	Light Rip-Rap with Type HR Fabric	$50.00	$ 800.00
41.	31	CY	Medium Rip-Rap with Type HR Fabric	$58.00	$ 1,798.00
42.	50	CY	Heavy Rip-Rap with Type HR Fabric	$65.00	$ 3,250.00
43.	500	SY	Turf Reinforcement Mat, Class III, Type B	$15.90	$ 7,950.00
44.	6400	SY	Temporary Stabilization for Prairie Area (Temporary Seed and Mulch)	$1.35	$ 8,640.00
45.	1	LS	Common Roadway Excavation (Estimated at 3,120 C.Y.)	$12,340.00	$ 12,340.00
46.	1	LS	Roadway Subgrade Preparation	$41,795.00	$ 41,795.00
47.	400	CY	Excavation Below Subgrade (EBS)	$6.00	$ 2,400.00
48.	1200	SY	Type 1 Geogrid	$1.70	$ 2,040.00
49.	800	TON	Base Aggregate Dense 3 Inch for EBS Areas	$13.60	$ 10,880.00
50.	12000	SY	SAS Fabric	$1.25	$ 15,000.00
51.	3900	TON	Base Aggregate Dense 1-1/4 Inch	$12.15	$ 47,385.00
52.	5850	TON	Base Aggregate Dense 3 Inch	$13.60	$ 79,560.00
53.	15000	SY	Temporary Stabilization of Roadway R/W (Temporary Seed and Mulch)	$1.10	$ 16,500.00
54.	2	Ea	Tracking Pad	$1,200.00	$ 2,400.00
55.	15	Ea	Inlet Protection	$110.00	$ 1,650.00
56	8	Ea	Temporary Ditch Check	$125.00	$ 1,000.00
57.	2200	LF	Silt Fence	$2.00	$ 4,400.00
58.	60	SY	4 Inch HMA Pavement Restoration (Friendship Drive)	$126.67	$ 7,600.20
59.	150	SY	Lawn Turf Restoration (Friendship Drive)	$1.60	$ 240.00
			TOTAL (Items 1. through 59., Inclusive)		**$1,111,140.90**

Supplemental Bid #2:

Item	Qty	Unit	Description	Unit Price	Total
S2-1.	60	LF	Bore 16 Inch Steel Casing Pipe Sanitary Sewer Under STH 55	$708.00	$ 42,480.00
S2-2.	97	LF	8 Inch Sanitary Sewer	$29.00	$ 2,813.00
S2-3.	60	LF	Bore 16 Inch Steel Casing Pipe for Water Main Under STH 55	$611.00	$ 36,660.00
S2-4.	106	LF	8 Inch Water Main	$72.00	$ 7,632.00
S2-5.	2	Ea	8 Inch Resilient Wedge Gate Valve	$2,946.00	$ 5,892.00
S2-6.	1	Ea	6 Inch Resilient Wedge Gate Valve	$2,123.00	$ 2,123.00
S2-7.	1	Ea	Hydrant	$6,050.00	$ 6,050.00
S2-8.	5	LF	6 Inch Hydrant Lead	$43.00	$ 215.00
			Supplemental Bid #2 Total (Items S2-1. through S2-8., Inclusive)		**$103,865.00**
			Total Base Bid + Supplemental Bid #2		**$1,215,005.90**

Change Order Items:

Item	Qty	Unit	Description	Unit Price	Total
1.1	209	L.F.	ADD 29" x 45" HERCP Storm Sewer	$179.08	$ 37,427.72
1.2	283	L.F.	ADD 24" x 39" HERCP Storm Sewer	$142.78	$ 40,406.74
1.3	1	EACH	ADD 29" x 45" HERCP Flared End Section	$5,163.07	$ 5,163.07
1.4	14,190	C.Y.	Borrow for Lots 10-13	$7.00	$ 99,330.00
1.5	209	L.F.	DEDUCT 36" RCP Storm Sewer	-$113.00	$ (23,617.00)
1.6	283	L.F.	DEDUCT 30" RCP Storm Sewer	-$87.00	$ (24,621.00)
1.7	1	EACH	DEDUCT 36" RCP Flared End Section	-$5,035.00	$ (5,035.00)
			TOTAL Change Order Items		**$129,054.53**
			Total Contract Amount =		**$1,344,060.43**

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Approval to request USPS assign a zip code for Harrison.

Issue:
Does the Village Board support requesting USPS assign a zip code again?

Background and Additional Information:
As staff understands, a previous Village President had completed this process. Recent information was provided to the staff how to complete a Zip Code and Boundary Review Process posted as of June 14, 2022.

It appears a municipality and/or community group may request a zip code. Should the board decide to proceed, staff will generate the letter and send it off.

Budget Impacts:
N/A

Recommended Action:
Motion to approve sending a letter requesting a zip code.

Attachments:
- Zip Code and Boundary Rev Process.pdf

Congressional Research Service
Informing the legislative debate since 1914

IN FOCUS

June 14, 2022

Postal Primer: ZIP Codes and Boundary Review Process

The United States Postal Service (USPS) establishes postal ZIP codes to assist in the efficient sorting and routing of mail. As of March 5, 2022, there were 41,683 ZIP codes in the United States.

This In Focus provides a brief history of postal ZIP codes and information on the processes to establish a new ZIP code or change existing ZIP code boundaries.

Postal and Nonpostal Use of ZIP Codes

USPS developed postal ZIP codes to facilitate automated sorting of mail. However, researchers and data analysts frequently turn to ZIP codes as a tool for organizing and presenting data. For example, public opinion pollsters often ask respondents for their ZIP codes so that survey data may be weighted by geographic region. Auto insurance premiums are typically based, in part, on traffic and crime statistics within a customer's ZIP code. Postal ZIP codes do not always align with recognized municipal boundaries. This is because ZIP code boundaries are based on mail routes and delivery points rather than geographic factors.

History of Postal ZIP Codes

The U.S. Post Office Department, predecessor to USPS, developed a zoning address system in 1943 as a way to make sorting and delivery of mail easier. The first postal zones were one to two digits and used in large cities only. Between 1943 and 1963, mail volume doubled. To handle the increased volume, the Post Office Department introduced the Zoning Improvement Plan (ZIP) to improve the efficiency of mail sorting and delivery.

In July 1963, the Post Office Department introduced nationwide five-digit ZIP codes and began a marketing and education campaign using a cartoon letter carrier, Mr. ZIP.

Figure 1. Mr. ZIP

Source: USPS, "Postal History," https://about.usps.com/who/profile/history/pdf/mr-zip.pdf.

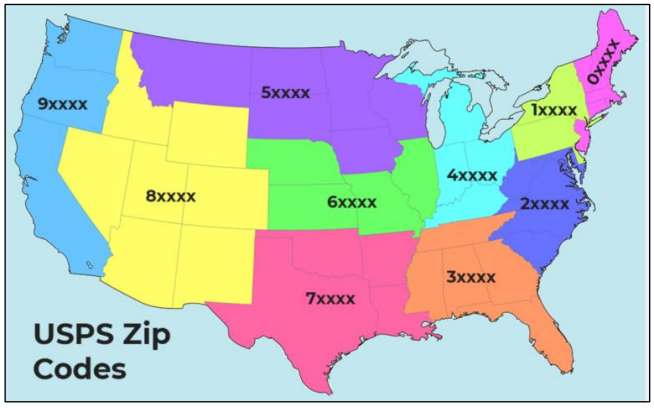
The goal of the campaign was to familiarize the public with the new postal ZIP codes and encourage customers to use ZIP codes consistently when addressing their mail.

In 1983, USPS introduced ZIP+4 codes, which allow mail to be further sorted by block, street, or building.

Components of a Postal ZIP Code

According to USPS, the first number of a ZIP code represents a broad geographic area (see **Figure 2**). For example, ZIP codes for addresses in the Northeast begin with "0" and ZIP codes on the West coast begin with "9." The next two numbers represent regional areas, while the last two represent specific post offices or postal zones. Generally, the first three numbers of a ZIP code correspond to the USPS Sectional Center Facility that processes and distributes mail for the geographic area.

Figure 2. USPS ZIP Code Map



Source: USPS, "Postal Facts."

Customers may look up ZIP codes by address (or cities by ZIP code) using the USPS ZIP Code lookup tool at https://tools.usps.com/zip-code-lookup.htm.

ZIP Code Boundary Review Process

USPS may establish a new ZIP code based on an internal review of ZIP code assignments. Alternatively, USPS may establish a new ZIP code following a ZIP code boundary review that was initiated by a request from the public. Requests to change existing ZIP code boundaries are subject to the same process.

The 2016 USPS "Management Instruction: ZIP Code Boundary Review Process" outlines USPS's policies to consider and, if possible, accommodate requests to modify ZIP code boundaries or change the last lines of an address (e.g., the city or town name). According to USPS, ZIP code assignments depend largely on delivery areas and postal routes and may not correspond to municipal or perceived community boundaries.

Submission of Documentation

The ZIP Code Boundary Review Process requires any municipality or community group seeking a ZIP code change to submit the request in writing to the USPS district manager who is responsible for the area along with any rationale and justification. Alternatively, requests may be

submitted to a local postmaster, who will forward the request and accompanying documentation to the district manager.

The local postmaster is not the decisionmaker in this process. Instead, the district manager is to identify all relevant issues and potential solutions to them, quantify the specific operational impacts and feasibility of the request, meet with the group of proponents to discuss issues and explain potential alternatives, and provide a final determination within 60 days of receiving the request.

Factors Considered

When considering a request for a new ZIP code, USPS considers factors that may affect its capacity to efficiently deliver mail, such as estimated growth in the number of delivery points. USPS encourages proponent groups to provide documentation of anticipated business and retail developments that may require new delivery points or increase mail volume in the area.

The 2016 Management Instruction suggests that community requests to change existing ZIP code boundaries be consistent with formally established municipal boundaries. USPS suggests that proponents provide documented endorsement of the request from local government officials.

After a municipality or community group has submitted a request to USPS, the district manager will identify internal and external issues, including

- whether the requested boundary is "cohesive and manageable" for mail delivery,
- if the revised or new boundary would create duplicate street addresses within a single ZIP code,
- if existing facilities can accommodate the change, and
- how the change might impact timeliness of mail delivery and customer satisfaction.

The district manager will estimate the workhours and costs associated with the proposal, including changes in daily mileage for mail carriers, new facilities or equipment that may be required, costs to reprogram automated mail sorting equipment, and costs of handling misdirected mail.

Generally, USPS limits its consideration to factors that involve mail delivery. However, USPS will reasonably consider factors related to community identity, particularly if the request is from an undeveloped or newly developed area.

Survey of Affected Customers

If USPS considers granting the request, the local postmaster will arrange a meeting with the proponent group to discuss USPS's proposed accommodation. If an agreement is reached with the group, USPS will commission a formal survey of customers who would be affected by the proposed change. The survey informs customers of the nature and scope of the proposed change (e.g., town name and/or ZIP code) and the implementation date. A simple majority of the survey respondents is adequate for approval.

Determination

When a request is approved, USPS will notify affected customers by mail. Generally, USPS provides customers with a one-year transition period during which they may use the old or the new ZIP code. Customers who continue to use their old ZIP code after one year may experience delivery delays due to misdirected mail.

The district manager must notify the proponent group in writing if its ZIP code request was denied. The notification must include specific justifications for the denial, must be based on the results of the analysis, and must advise the proponent group of the appeal process.

ZIP Code Boundary Appeal Process

The proponent group may appeal to headquarters if the ZIP code request is denied. Any appeals must be submitted within 45 days of the district manager's final decision. Adverse decisions may be appealed, except in cases where a ZIP code request was denied because of the results of the customer survey. The USPS Manager, Rural Delivery, handles all appeals, including those from urban and suburban areas. Appeals should be submitted to:

Manager, Rural Delivery
U.S. Postal Service
475 L'Enfant Plaza, SW, Room 7416
Washington, DC 20260-7340

Alternative Accommodations

A compromise solution that does not involve changing USPS's existing delivery structure is to allow customers to use an alternative city name while keeping the same ZIP code. This situation most commonly occurs when multiple communities fall within the boundaries of a single ZIP code. According to USPS, alternative administrative solutions such as this should be pursued "to the extent reasonably practicable." USPS further states that a ZIP code boundary change should be considered only in cases where there is no reasonable administrative option.

Designating a ZIP Code by Statute

Congress may introduce legislation that, if enacted, would require USPS to create a single ZIP code for a specified community. The most recent example of a ZIP code created by statute occurred in 2006 as part of the Postal Accountability and Enhancement Act (P.L. 109-435). Section 1009 of the act required the creation of unique ZIP codes for (1) Auburn Township, OH; (2) Hanahan, SC; (3) Bradbury, CA; and (4) Discovery Bay, CA.

Michelle D. Christensen, Analyst in Government Organization and Management

IF12132

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VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Updates to the Village's Development Agreement for new subdivisions.

Issue:
Does the Village Board approve the updates to the development agreement for subdivisions?

Background and Additional Information:
Recommended updates to the development agreement template include:

I. Inspections 2. costs for the village staff have been adjusted as follows:
Engineering Technician from $52 per hour to $63 per hour
Public Works Leadman from $59 per hour to $68 per hour
Operations Manager from $69 per hour to $80 per hour

M. Payment in Lieu of Parkland
Price per acre has been updated to $40,000 from the previous amount of $25,000 based on recent sales of land in the market.

Budget Impacts:
None

Recommended Action:
Motion to approve the requested updates to the agreement.

Attachments:
- Development Agreement Template 2024.pdf

UPDATES IN RED

SUBDIVISION DEVELOPMENT AGREEMENT
CEDAR VIEW

THIS AGREEMENT, made this _____ day of _____, 20___, between _____ hereinafter called "Subdivider", and the Village of Harrison, a municipal corporation of the State of Wisconsin, located in Calumet and Outagamie counties, hereinafter called "Village".

WHEREAS, Subdivider is the owner of approximately 5.5-acres of land in the Village, said land being referred to as "Cedar View" described as:

WHEREAS, Subdivider desires to subdivide and develop said lands;

WHEREAS, said lands are presently zoned or planned to be zoned as **RS-1 | Single-Family Residential (Suburban)** which permits the above development; and

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

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

WHEREAS, the developer/subdivider assures the Village and shall on the plat acknowledge:

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

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

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

SECTION 1 – IMPROVEMENTS

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

A. <u>ROADS AND STREETS</u> The **Subdivider** and **Village** hereby agrees:

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

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

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

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

After the specified time period, the mountable curb and gutter shall be installed, the 4-inch (2 ¾ binder and 1 ¼ finish coat) asphalt paving completed. The Subdivider shall be responsible for the construction of the mountable curb and gutter, asphalt paving, and sidewalk/aprons at which time, final acceptance may be granted.

Sidewalks/aprons shall be installed on a per lot basis, however prior to final acceptance the subdivider shall install any remaining sidewalks on lots that have not been sold to date.

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

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

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

The schedule for construction shall be as follows:

Timeframe Record	
Subdivision	***Development Name***
Final Plat Approval	
Sanitary, Water, and Storm Sewers	
Utilities (Gas, Electric, Phone, Cable, etc.)	
Grade & Gravel	
Terraces	
1½" Temporary Asphalt Binder	
Concrete Mountable Curb & Gutter	
4" Asphalt Pavement	
Sidewalks	

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

B. **CURB AND GUTTER** The **Subdivider** hereby agrees:

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

C. **SIDEWALKS/APRONS** The **Subdivider** hereby agrees:

1. To furnish, construct and install concrete sidewalks/aprons in accordance with the plat, plans, specifications and drawings and to complete said installation as set forth in the schedule above. Sidewalks are to be constructed on both sides of the street. If a lot does not have a house constructed at final acceptance of the roadway, the homeowner should be responsible for the construction of the apron.

D. **TRAILS** The **Subdivider** herby agrees:

1. Due to constraints of the storm water detention pond serving the development, no trails are being planned around the detention pond outlot.

E. **SANITARY SEWER** The **Subdivider** hereby agrees:

1. To furnish, construct, install and provide a complete sewerage system throughout the entire subdivision, all in accordance with the plat plans, specifications and drawings *as*

per the requirements of Harrison Utilities and the Standard Specifications Manual for the Village of Harrison.

2. To install separate sanitary sewer laterals twelve (12') feet into each lot within the subdivision in accordance with the *Standard Specifications Manual* for the Village of Harrison.

3. The sanitary sewer system will not be accepted until the sanitary sewers have been installed and tested in accordance with *Harrison Utilities* specifications on file with the Department of Natural Resources and the Subdivider's plan specifications as approved by *Harrison Utilities* and the Village's Engineer.

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

1. To furnish, construct, install and provide a complete water distribution system throughout the entire subdivision, all in accordance with the plat, plans, specifications and drawings *as per the requirements of Harrison Utilities* and the *Standard Specifications Manual* for the Village of Harrison.

2. To install separate water laterals twelve (12') feet into each lot within the subdivision in accordance with the *Standard Specifications Manual* for the Village of Harrison.

3. The water distribution system will not be accepted until the water distribution system has been installed and tested in accordance with *Harrison Utilities* specifications on file with the Department of Natural Resources and Public Service Commission and the Subdivider's plans and specifications approved by the *Harrison Utilities* and the Village's Engineer.

4. *Harrison Utilities* agrees to cover the costs of the 8' water main installation and gate values to extend the water main to loop the Papermaker Subdivision at a cost of $20,122.50. Exhibit D includes the cost estimate and plan for the work.

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

1. To furnish, construct, install and provide adequate facilities for storm and surface water drainage throughout the entire subdivision, all in accordance with the **FINAL** plat, plans, specifications and drawings approved by the Village and the Wisconsin Department of Natural Resources (WDNR) Post-Construction Performance Standards.

2. All stormwater management facility construction, including but not limited to, retention/detention ponds, primary drainage swales, and associated piping systems shall be inspected by an on-site inspector designated by the Village, before acceptance by the Village.

3. To install separate storm sewer laterals twelve (12') feet into each lot within the subdivision in accordance with the *Standard Specifications Manual* for the Village of Harrison.

4. The Village Board will not accept the storm and surface water drainage improvements until the same have been installed and tested in accordance with the Village's

specifications and the Subdivider's plans and specifications approved by the Village. The storm water and surface water drainage improvements shall be completed before a release of the performance guarantee specified by this contract.

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

1. To install silt fence at the right-of-way line or install erosion matting within the right-of-way along all streets in the **FINAL** plat prior to acceptance of the street(s) in a graveled state. Silt fence or erosion matting to be installed in accordance with the WDNR Technical Standards.

2. Maintain silt fence along the right-of-way line until all land disturbances have been stabilized in accordance with WDNR Technical Standards until final acceptance.

3. Maintain all other erosion control practices for stormwater management facilities, environmental protections, etc., in accordance with WDNR Technical Standards.

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

1. To complete rough and fine grading along all primary drainage swales and ditches in the subdivision all in accordance with **FINAL** plat, plans specifications and drawings approved by the Village.

2. To complete rough grading along all property lines to the design grade.

3. To seed and establish a vegetative cover over all disturbed areas.

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

1. To preserve to the maximum extent possible existing trees, shrubbery, vines and grasses not actually lying within public roadways, easements, drainageways, building foundations sites, private driveways, solid absorption waste disposal areas, paths and trails by use of sound conservation practices.

2. To remove and lawfully dispose of all destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.

3. To provide topsoil, seed, fertilizer and mulch for primary drainage swales and ditches and seed fertilizer and mulch for terrace areas in order to provide permanent growth of grass prior to acceptance of the street(s) in a graveled state.

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

5. To remove the existing trees along the east and west property lines where the trees are in drainage easements.

K. **LANDSCAPE BERMS** The **Subdivider** hereby agrees:

1. None

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

1. To allow for the Village, or a third party selected by the Village, to inspect all improvements for the purpose of ensuring compliance with the *Standard Specifications Manual and Harrison Utilities* for the Village of Harrison.

2. To pay for all costs associated with the inspection of improvements within the subdivision development. Cost of Village inspections to be billed at the following rates: ~~$52~~$63 per hour for Engineering Technician (Field Inspector), ~~$59~~ $68 per hour for Public Works Lead Foreman, and ~~$69~~ $80per hour for Operator, plus actual costs for incidental items, such as equipment, mileage, etc.

3. Cost of third-party inspectors for Harrison Utilities and the Village of Harrison to be billed at actual costs to the Village. Harrison Utilities shall cover the cost of third-party inspections related to the approximate 189 lineal feet of 8" water main and valve installation.

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

1. To pay the Village a fee in lieu of parkland dedication in an amount equal to $_____. Fee in lieu of parkland is based on the following assumptions in the park impact fee and public needs assessment document: $40,000~~25,000~~ per acre of parkland, 6.65-acres of parkland per 1,000 residents, and 2.88 persons per household ($40,000~~25,000~~ * 6.65 / 1,000 * 2.88 = per lot fee). There are _#___lots in _____name of subdivision____.

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

1. None are proposed.

O. STREET/TRAFFIC SIGNS The **Subdivider** hereby agrees:

1. Street/traffic signs shall be installed by the Village, at the Developer's sole expense at an estimated amount of $1,000.

SECTION II – MISCELLANEOUS REQUIREMENTS

A. Survey Monuments. The Subdivider hereby agrees to properly place and install all survey or other monuments required by statute and ordinance.

B. Grade. The Subdivider hereby agrees to furnish to the Village Engineer and/or Planner, the final signed plan set showing the finished grade at each lot corner and will provide individual home grades as construction commences.

C. Plans. The Subdivider hereby agrees to furnish to the Village Engineer and/or Planner all plans and specifications identified in the Land Division Ordinance of the Village of Harrison.

D. Compliance with Ordinances and Statutes. The Subdivider hereby agrees to comply with the requirements and provisions of all Village ordinances and state statutes.

E. Record Drawings. The Subdivider agrees to provide the Village with grade sheets, asphalt mix records, and record drawings of the sanitary sewer, water main, storm sewer improvements, and streets showing location of all the appurtenances and features of the systems as required by the Village of Harrison Standard Specifications.

F. Locations for Laterals or Other Improvements. If locates are necessary for any reason prior to final acceptance, the developer shall either provide adequate record drawings to the Village or the developer shall provide the field locates of utilities (such as laterals).

SECTION III – PUBLIC IMPROVEMENT GUARANTEE

A. The Village will not sign the final plat until such improvement is guaranteed as listed in A(1).

1. The Subdivider shall provide an irrevocable letter of credit, *or* cash escrow, together referred to as Financial Guarantee, of which the Village can draw from, for an amount equal to one hundred twenty percent (120%) of the cost of furnishing, constructing, installing, staking, inspecting and testing the improvement as required by this contract. The amount shall include construction engineering costs, inspection, and shall be subject to final approval by the Village. (Improvements are described in this contract in Section 1 – Part, A, B, C, D, E, F , G , H, I , J, K, L, M & N hereof) The improvements shall be guaranteed prior to the Village approving the final plat.

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

   The amount of the public improvements, **as provided by the developer's contractors**, and verified by the Village staff is $_____.

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

B. The Subdivider shall furnish, construct, install, stake, inspect and test the improvement. The improvement shall be dedicated to and accepted by the Village prior to the Village approving any release of a public improvement guarantee.

C. The Subdivider hereby agrees to guarantee the improvements described in Section I hereof against defects due to faulty materials or workmanship which appear within a period of two (2) years [or three (3) years if winter construction is utilized] from the date the final course of asphalt has been laid and shall pay for any damages resulting therefrom to Village property. The warranty shall be in the form of a letter of credit, or

cash escrow in an amount sufficient, as approved by the Public Works Department and/or Village Engineer, to repair such defect. Repair of such defect shall be determined by the Public Works Department.

D. As improvements required by this Agreement are completed, approved and accepted by the Village, the Subdivider may request a reduction of the public improvement guarantee based upon a demonstration that there exists no necessity for a guarantee in the full amount as originally required. Reductions in the amount of the public improvement guarantee shall be solely within the discretion of the Village Board and shall be made only upon recommendation by the Public Works Department and Village Engineer.

E. That the public improvement guarantee provided hereunder shall in all respects require compliance with the land division ordinance and particularly the performance guarantee as required by Article IV entitled "Development Agreements".

SECTION IV – BUILDING PERMITS

A. The Village will not allow building permits to be issued to any person in the said subdivision until all improvements required herein have been temporary accepted. The Village will perform no repair, maintenance or snow plowing upon said improvements until final acceptance of the roadways by the Village.

B. Building permits may be issued by the Village upon all outstanding inspection and plan review fees or charges being paid and dedication acceptance and verification by the Village that the provisions of this Agreement have been complied with.

C. The Village shall also require verification that all public improvements have been paid for in the form of Lien Waivers from all persons providing materials or performing work on the Public Improvements for which certification is sought, and upon recording of the final plat, provided that the Subdivider has filed a sufficient Financial Guarantee with the Village to cover the cost of remaining items. Should the Subdivider fail to complete any items pursuant to the terms of the contract by the date set forth herein, the Village shall have the right through the Financial Guarantee provided by the Subdivider to complete the said improvement and the Village shall have unrestricted access to the Subdivider's land for said purpose.

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

SECTION V – AMENDMENTS

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

The rest of this page left blank intentionally.

SUBDIVIDER

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

_____

BY: _____

Print Name: _____

Title: _____

BY: _____

Print Name: _____

Title: _____

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

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

_____

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

VILLAGE OF HARRISON

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

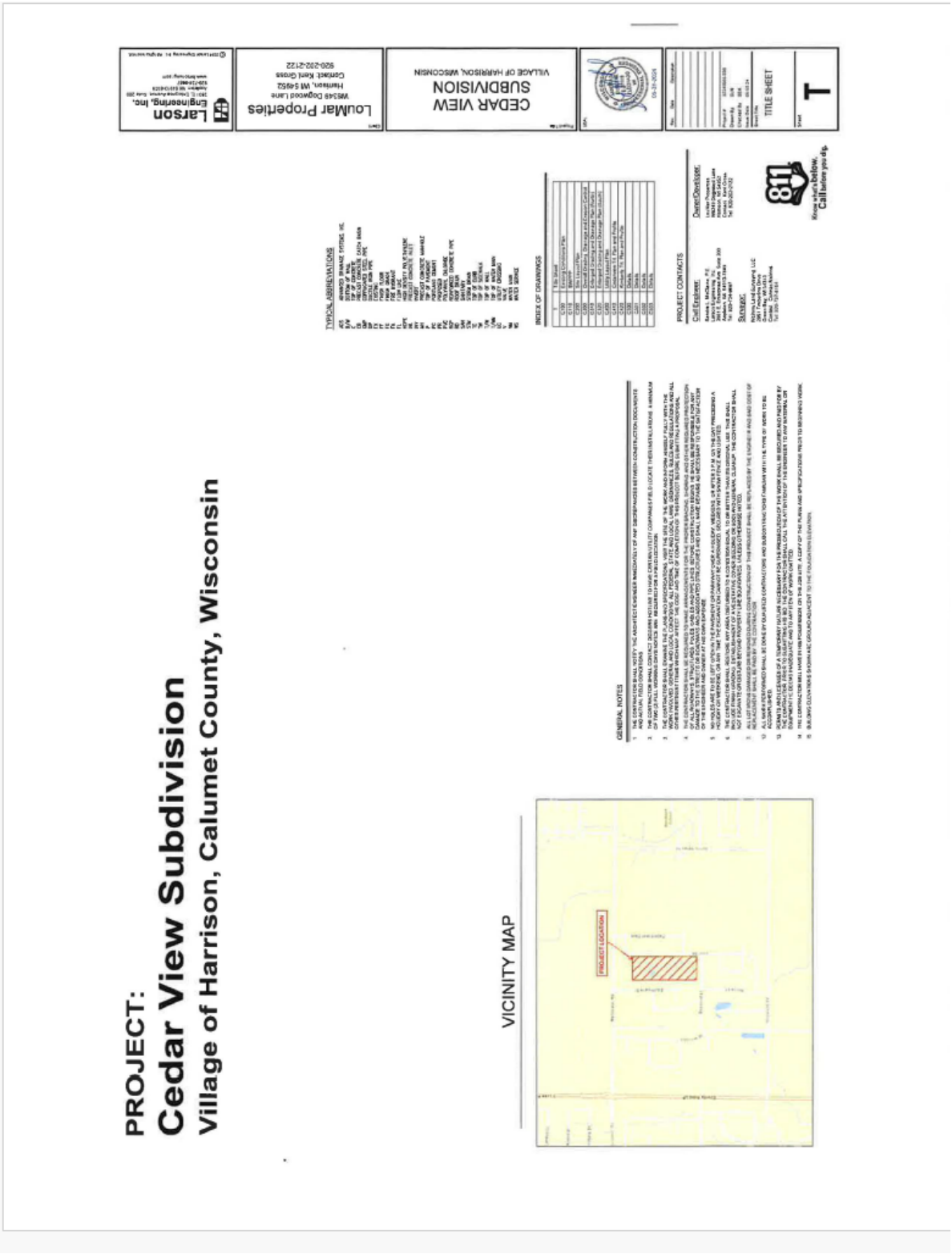
VILLAGE OF HARRISON

By: _____
Allison Blackmer, Village President

Attest: _____
Vicki Tessen, Village Clerk

EXHIBIT A

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



CEDAR VIEW
SUBDIVISION
VILLAGE OF HARRISON, WISCONSIN
LouMar Properties
W8349 Dogwood Lane
Harrison, WI 54952
Contact: Kent Gross
920-202-2122
Larson
Engineering, Inc.
NORTH
KIMBERLY TRAIL
CEDARVIEW TRAIL
KIMBERLY TRAIL
LOT 1
13,354 sq.ft.
LOT 2
12,057 sq.ft.
LOT 3
12,060 sq.ft.
LOT 4
12,076 sq.ft.
LOT 5
51,279 sq.ft.
LOT 6
31,305 sq.ft.
LOT 7
17,104 sq.ft.
LOT 8
12,060 sq.ft.
LOT 9
12,057 sq.ft.
LOT 10
15,494 SQ.ft.
OUT LOT 1
19,006 sq.ft.
LOT 12
12,600 sq.ft.
PROJECT LIMITS

GENERAL STORMWATER POLLUTION PREVENTION

POLLUTION CONTROL

EROSION CONTROL

SEDIMENT CONTROL

RIP RAP

PERIMETER SEDIMENT CONTROL

STONE TRACKING PAD (CONSTRUCTION ENTRANCE)

TEMPORARY SEDIMENT BASINS

DEWATERING

INSPECTION AND MAINTENANCE

GENERAL SOIL STABILIZATION

Larson Engineering, Inc.

LouMar Properties
Wilkie Dogwood Lane
Harrison, Wisconsin
Contact: Ken Gross
920-200-2122

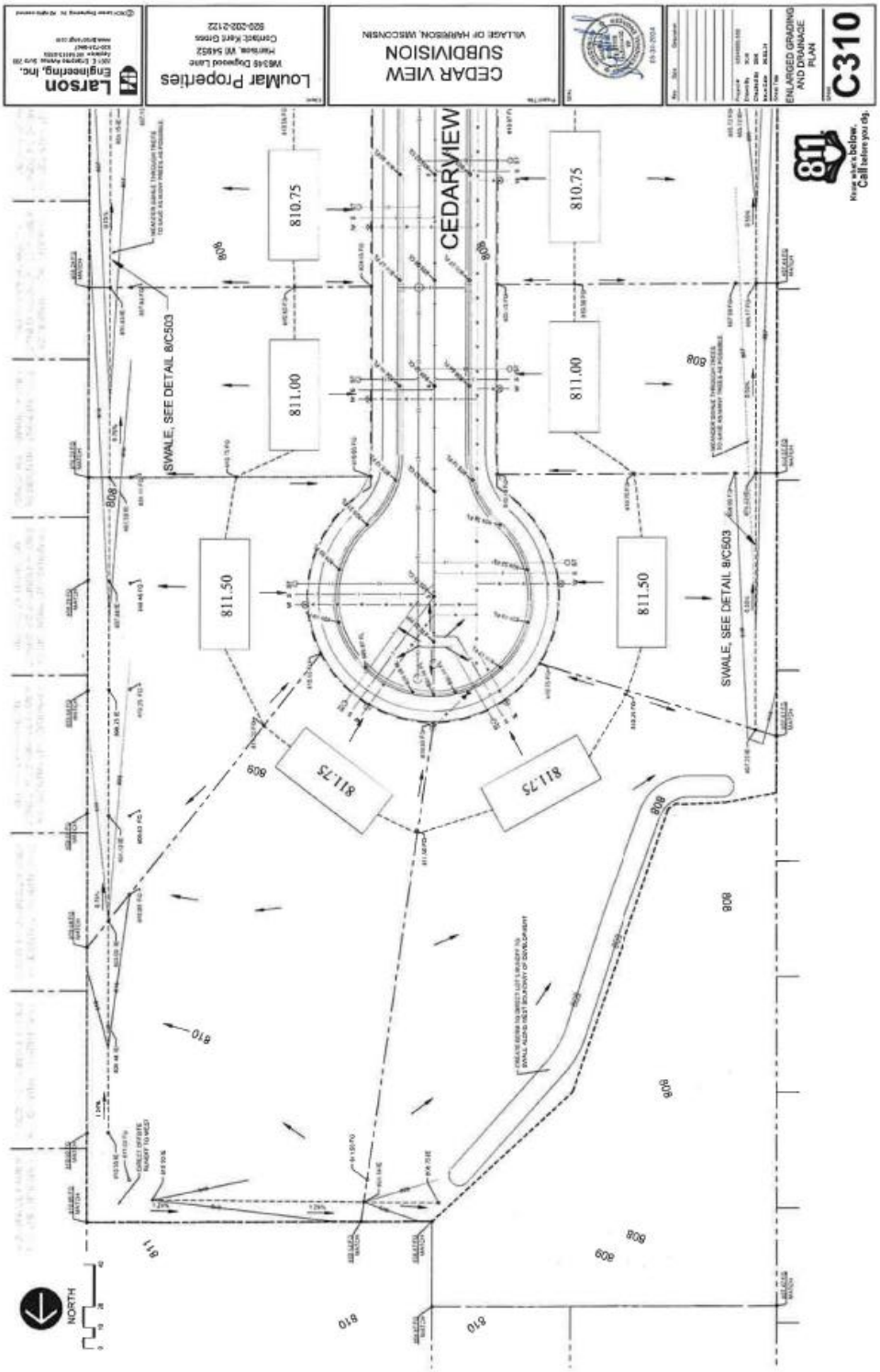
CEDAR VIEW SUBDIVISION
VILLAGE OF HARRISON, WISCONSIN

STORMWATER POLLUTION PREVENTION PLAN

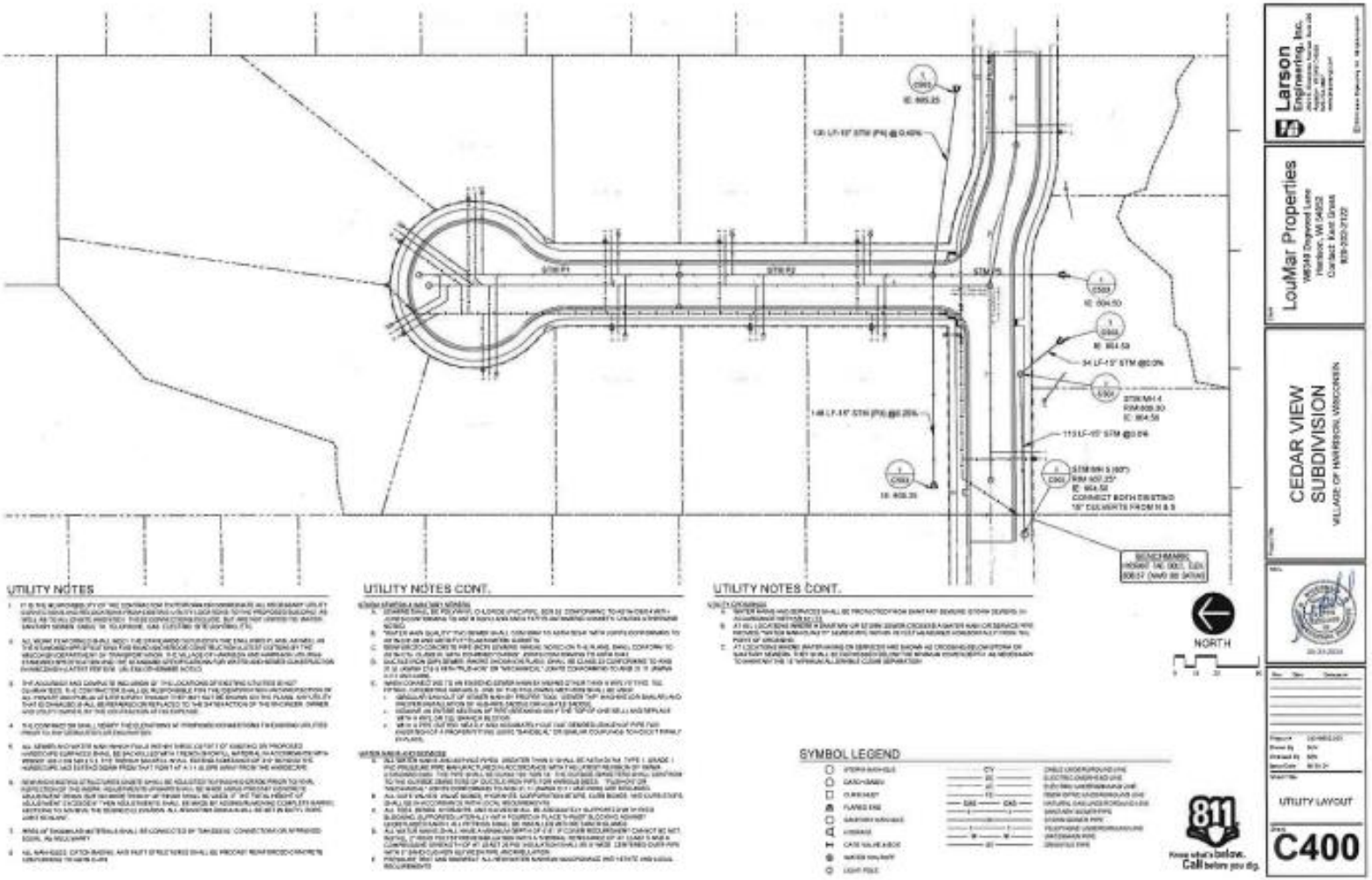
C110

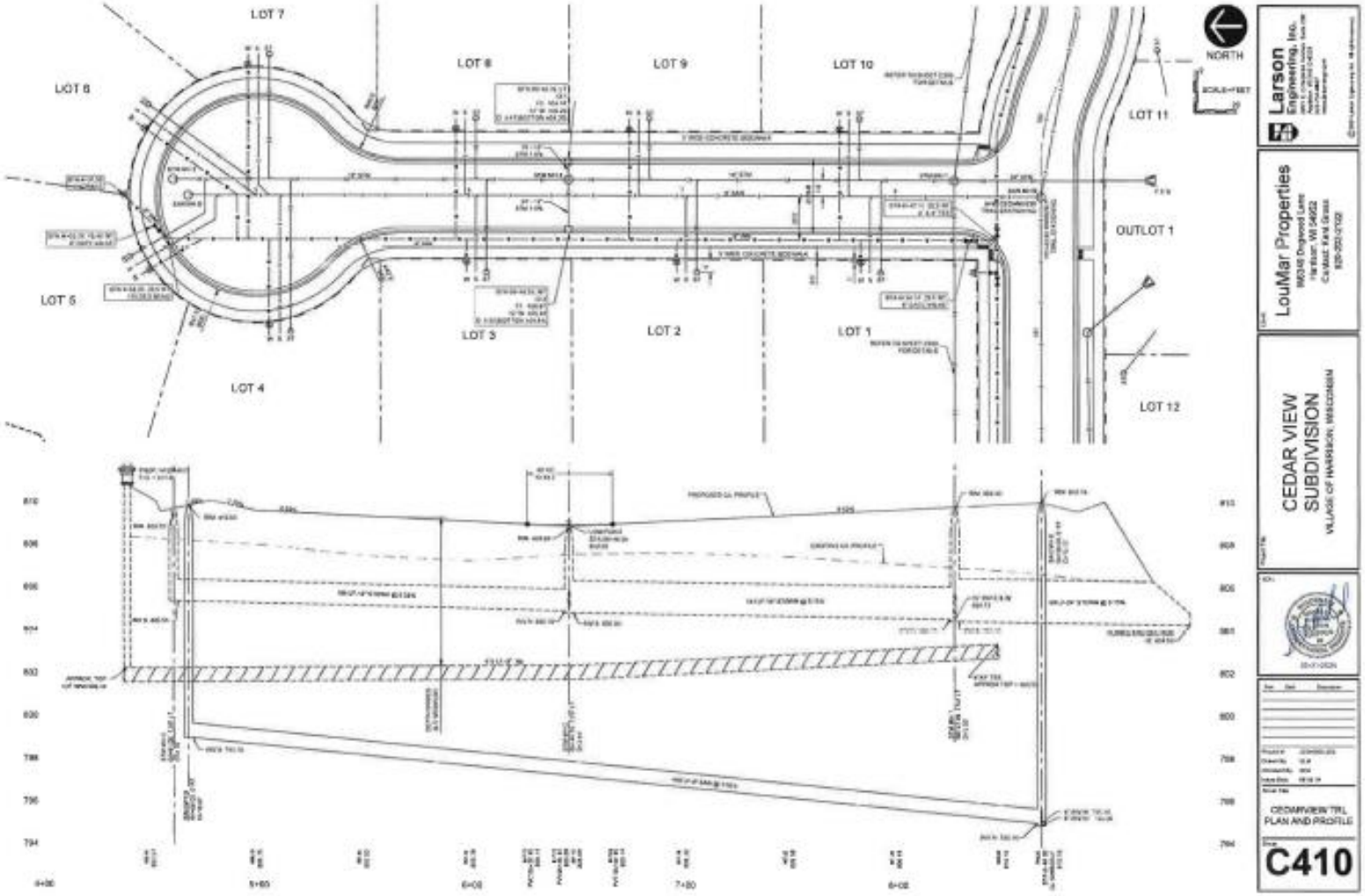
CEDAR VIEW
SUBDIVISION
VILLAGE OF HARRISON, WISCONSIN
LouMar Properties
W5348 Dogwood Lane
Harrison, WI 54952
Contact: Kent Gross
920-202-2122
Larson
Engineering, Inc.
SITE LAYOUT
C200
CEDARVIEW TRAIL
KIMBERLY TRAIL
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
OUT LOT 1
NOTES
NOTES CONT.
KEY NOTES
SYMBOL LEGEND
GENERAL
NORTH
811
Know what's below.
Call before you dig.

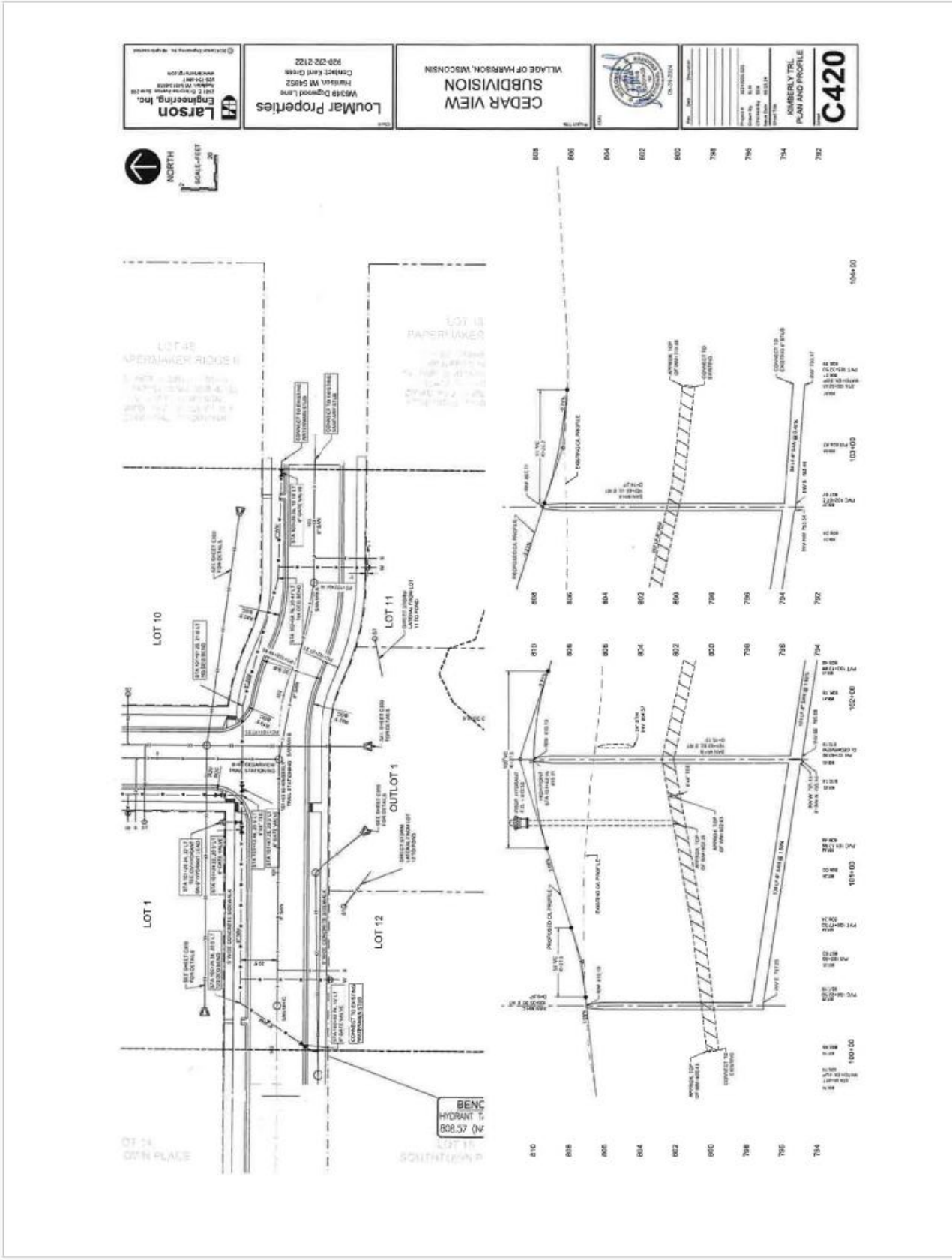
CEDAR VIEW
SUBDIVISION
VILLAGE OF HAMPDEN, WISCONSIN
LouMar Properties
Larson
Engineering, Inc.
C300
OVERALL GRADING, DRAINAGE AND EROSION CONTROL PLAN
SYMBOL LEGEND
NORTH
811
CEDARVIEW TRAIL
KIMBERLY TRAIL
STORMWATER NOTES
STORM PIPE SIZING NOTES


CEDAR VIEW
SUBDIVISION
VILLAGE OF HARRISON, WISCONSIN
LouMar Properties
W5345 Dogwood Lane
Menasha, WI 54952
Contact: Kent Gross
920-202-2122
Larson
Engineering, Inc.
ENLARGED GRADING AND DRAINAGE PLAN
C310
CEDARVIEW
SWALE, SEE DETAIL 8/C503
SWALE, SEE DETAIL 8/C503
810.75
810.75
811.00
811.00
811.50
811.50
811.75
811.75
NORTH

GRADING NOTES
FILL PLACEMENT NOTES
COMPACTION NOTES
CEDAR VIEW
SUBDIVISION
VILLAGE OF HARRISON, WISCONSIN
LouMar Properties
W6348 Dogwood Lane
Harrison, WI 54652
Contact: Kent Gross
920-202-2122
Larson
Engineering, Inc.
ENLARGED GRADING
AND DRAINAGE
PLAN
C320
KIMBERLY TRAIL
NEW TRAIL
809.50
810.75
806
807
808
BENCHMARK:
HYDRANT NUT BOLT, ELEV.
808.57 (NAVD 88 DATUM)
NORTH
811
Know what's below.
Call before you dig.


UTILITY NOTES
UTILITY NOTES CONT.
UTILITY NOTES CONT.
SYMBOL LEGEND
NORTH
811
Know what's below. Call before you dig.
LouMar Properties
CEDAR VIEW SUBDIVISION
VILLAGE OF HARRISON, WISCONSIN
Larson Engineering, Inc.
UTILITY LAYOUT
C400


LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 6
LOT 5
LOT 4
LOT 3
LOT 2
LOT 1
OUTLOT 1
LOT 12
NORTH
Larson Engineering, Inc.
LouMar Properties
CEDAR VIEW SUBDIVISION
VILLAGE OF HARRISON, WISCONSIN
CEDARVIEW TRL PLAN AND PROFILE
C410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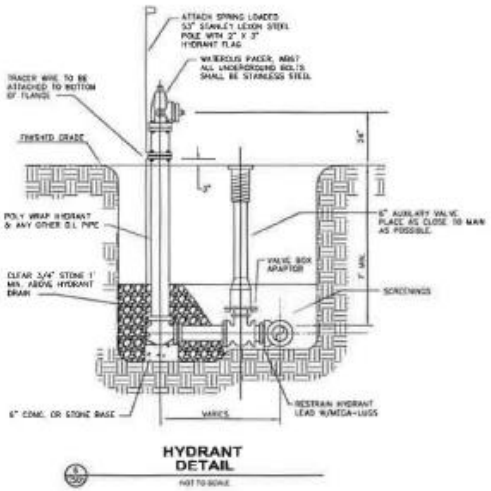
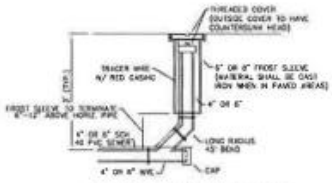
VILLAGE OF HARRISON, WISCONSIN
KIMBERLY TRL PLAN AND PROFILE
C420
NORTH
SCALE-FEET
LOT 10
LOT 11
LOT 12
LOT 1
OUTLOT 1

C500
DETAILS
CEDAR VIEW
SUBDIVISION
VILLAGE OF HAMMOND, WISCONSIN
LouMar Properties
Larson
Engineering, Inc.
TYPICAL
STREET SECTION
TYPE 2 RAMP
DETAIL
SIDEWALK
CONSTRUCTION DETAIL
ASPHALT
CONSTRUCTION DETAIL
TYPE 1 ACCESSIBLE
RAMP DETAIL
30" MOUNTABLE CURB
AND GUTTER DETAIL
TRUNCATED DOME
WARNING FIELD DETAIL
CURB CUT DETAIL



HYDRANT DETAIL

NOT TO SCALE



STORM SEWER LATERAL CLEANOUT DETAIL

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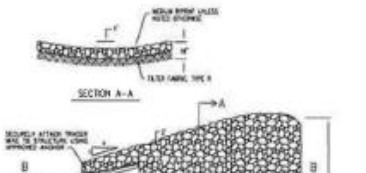
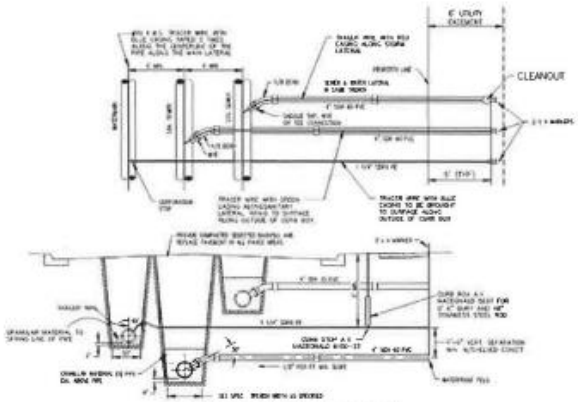


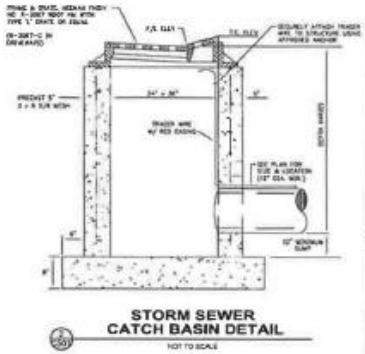
RIP RAP AT STORM SEWER DETAIL

NOT TO SCALE



TYPICAL UTILITY LATERAL CONSTRUCTION DETAILS

NOT TO SCALE



STORM SEWER CATCH BASIN DETAIL

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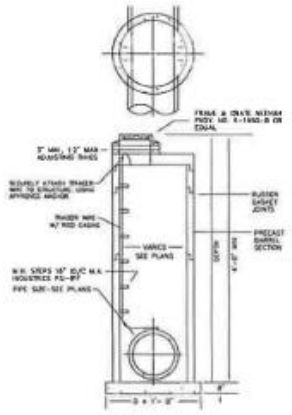


STORM SEWER MANHOLE DETAIL

NOT TO SCALE

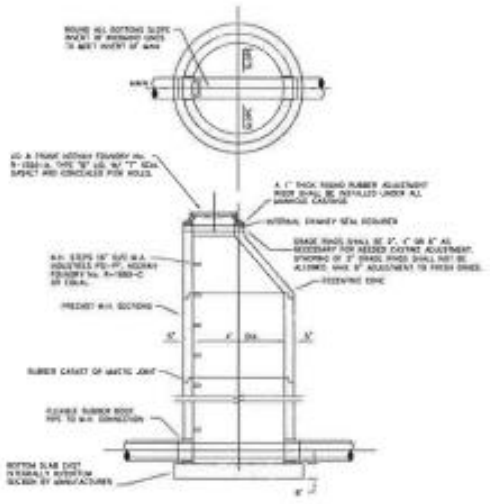
Larson Engineering, Inc.

LouMar Properties
W8349 Dogwood Lane
Harrison, WI 54952
Contact: Kent Gross
920-209-2122

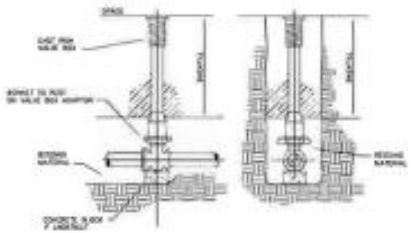
CEDAR VIEW SUBDIVISION
VILLAGE OF HARRISON, WISCONSIN

DETAILS

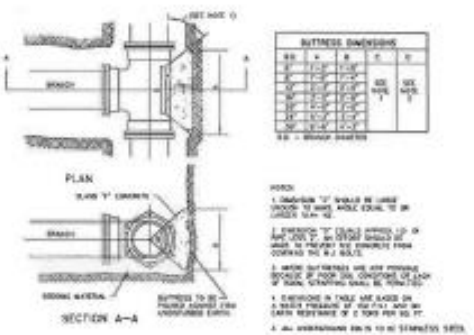
C501



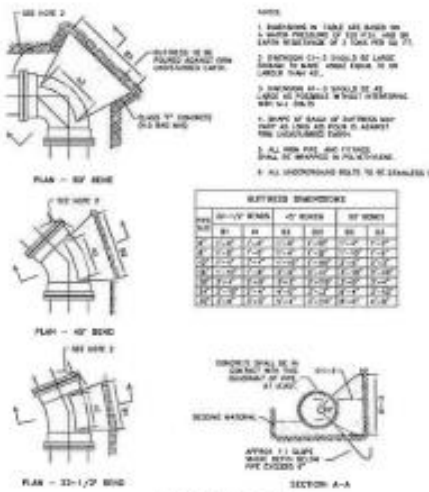
SANITARY SEWER MANHOLE DETAIL



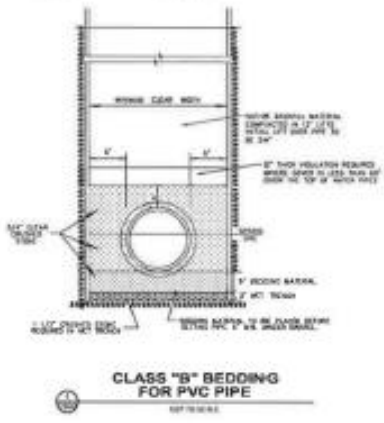
VALVE AND VALVE BOX DETAIL



BLOCKING DETAIL FOR TEES



BLOCKING DETAIL FOR BENDS



CLASS "B" BEDDING FOR PVC PIPE

Larson Engineering, Inc.

LouMar Properties

CEDAR VIEW SUBDIVISION
VILLAGE OF HARRISON, WISCONSIN

DETAILS

C502

Larson Engineering, Inc.
LouMar Properties
CEDAR VIEW SUBDIVISION
VILLAGE OF HARRISON, WISCONSIN
DETAILS
C503
SILT FENCE INSTALLATION DETAIL
SEDIMENT LOG DETAIL
FLARED END SECTION DETAIL
ROCK CONSTRUCTION ENTRANCE
EROSION CONTROL BLANKET
TYPICAL SWALE DETAIL
SPILLWAY CROSS-SECTION
INLET PROTECTION TYPE D-HR DETAIL
SIDEWALK UNDERDRAIN DETAIL
INLET PROTECTION TYPE D-M DETAIL

EXHIBIT B

Engineer's Cost Estimate for Improvements.

Asphalt Paving, Curb/Gutter, and Sidewalks/Aprons = $153,372 + $30,674 = $184,046

Chad Pelishek

From: Kent Gross <klgmmhg@yahoo.com>
Sent: Monday, July 22, 2024 10:31 PM
To: Chad Pelishek
Subject: Re: Calculating the Letter of Credit
Attachments: NE Asphalt.pdf; Sommers Constr. Concrete Curb & Gutter, sidewalk.pdf

Chad,
Our estimate for Asphalt paving, Curb & Gutter & Sidewalks/Aprons is: **$153,372**

In addition, I'd like to propose a little different option than we discussed earlier today for the Board to consider regarding the paving requirements and time frame for paving.

We'd propose that the 1-1/2" Temporary Binder requirement be waived and that roads would be accepted in gravel state in November 2024.

We would then complete all final paving to include: Asphalt paving, Curb & Gutter & Sidewalks/Apron by October 2025.

We would in turn provide an additional 1-year warranty on the roadways. (Through October 2026) Which would cover the second year of the freeze/thaw cycle requirement as stated in the middle section of page 2 of the development agreement.

The above would be our preferred option. Our secondary option would be the time schedule that you and I went over today.

Let me know if your have questions.
Otherwise, I'll look for your updated agreement and review it as soon as possible.

Thanks,
Kent

On Monday, July 22, 2024 at 03:31:58 PM CDT, Chad Pelishek <cpelishek@harrison-wi.org> wrote:

Great. I need to the costs to calculate the letter of credit amount.

From: Kent Gross <klgmmhg@yahoo.com>
Sent: Monday, July 22, 2024 3:31 PM
To: Chad Pelishek <cpelishek@harrison-wi.org>
Subject: Re: Calculating the Letter of Credit

Chad,

The paving work will be done by other contractors. I will email the estimate for this work this evening as I don't have that information with me.

Yahoo Mail: Search, Organize, Conquer

1

RE: NEA Contact

From: Matt Werner (mwerner@walbecgroup.com)

To: klgmmhg@yahoo.com

Date: Monday, March 18, 2024 at 04:41 PM CDT

Kent, thank you for being patient. Here are some budgets numbers based on your description below.

2024 would be $35,000 for fine grading and 1.5" temp lift.
2026 would be $80,000 for pulverize, fine grading, 4" paving.
2027 would be $85,000 for pulverize, fine grading, 4" paving.

Please let me know if you have more questions.

Northeast Asphalt
A WALBEC COMPANY

Matt Werner
Project Manager
920.404.1359
walbecgroup.com
An Equal Opportunity & Affirmative Action Employer

From: Kent Gross <klgmmhg@yahoo.com>
Sent: Friday, March 8, 2024 9:01 AM
To: Matt Werner <MWerner@walbecgroup.com>
Subject: Re: NEA Contact

You don't often get email from klgmmhg@yahoo.com. Learn why this is important

Warning: External Email

Matt,

Please provide estimate based on asphalt paving to be 30' x 730', to include cul-de-sac bulb. (gutter to gutter)

Village of Harrison requirements

First year: 1 1/2' Binder The binder install would be late this fall.

Third year: 4" Final Paving

From my understanding, because the initial 1 1/2" will not have curb & gutter if would need to be pulverized, curb & gutter installed then a new 4" final paving. (3 years Later)

Thanks,

Kent Gross

LouMar Properties, LLC

920-202-2122

On Friday, March 8, 2024 at 07:58:54 AM CST, Matt Werner <mwerner@walbecgroup.com> wrote:

Hi Kent, please send over what you have that will help with putting together a budget number for you.

Kind regards,

Matt Werner
Project Manager
920.404.1359
walbecgroup.com
An Equal Opportunity & Affirmative Action Employer

Sommers Construction Company, Inc.

Street & Highway Contractor
W7841 Smith Street
Shiocton, WI 54170

Phone: (920) 986-3301
Fax: (920) 986-3484

Equal Opportunity Employer

LOCATION:	Town of Harrison WI
PROJECT DESCRIPTION:	**Subdivision Addition**
COUNTY:	Calumet
HIGHWAY:	By Kimberly Trail
BID DATE:	03.06.24
PROJECT NO:	
Addenda Recognized:	

Budget Numbers Only

ITEM#	ITEM DESCRIPTION	UNIT	QUANTITY	$/UNIT	AMOUNT
1	**30" Mountable Curb & Gutter** **Price per LF**	LF	1	$18.20	$18.20
2	**4" Concrete Sidewalk** **Price per SF**	SF	1	$6.50	$6.50

Staking & Layout to be Provided by Others

Quote Does Not Include Gravel Base - Items are Fine Grade Only

CONDITIONS TO FOLLOW:

1. **Quoted prices firm for 30 days.**
2. **Items not included in quote: Terracing, CABC, Sawing/Conc. Removals, Walls, Bike Racks, Flag Pole, Signage, Staking, Restoration.**
3. **Quoted concrete items do not include any material under them. We will fine grade on your base.**
4. **Payment based on actual work performed and measured.**
5. **Quote based on (1) mobilizations.**
6. **Sommers Construction will participate in liquidated damages only if the following conditions are met:**
   1. **The delay is a direct result of performance by Sommers Construction crews.**
   2. **The project is turned over to Sommers Construction with adequate time to perform our work which will be determined and agreed upon during the scheduling phase of the project.**

EXHIBIT C

Financial Guarantee.

To be provided after board approval.

EXHIBIT D

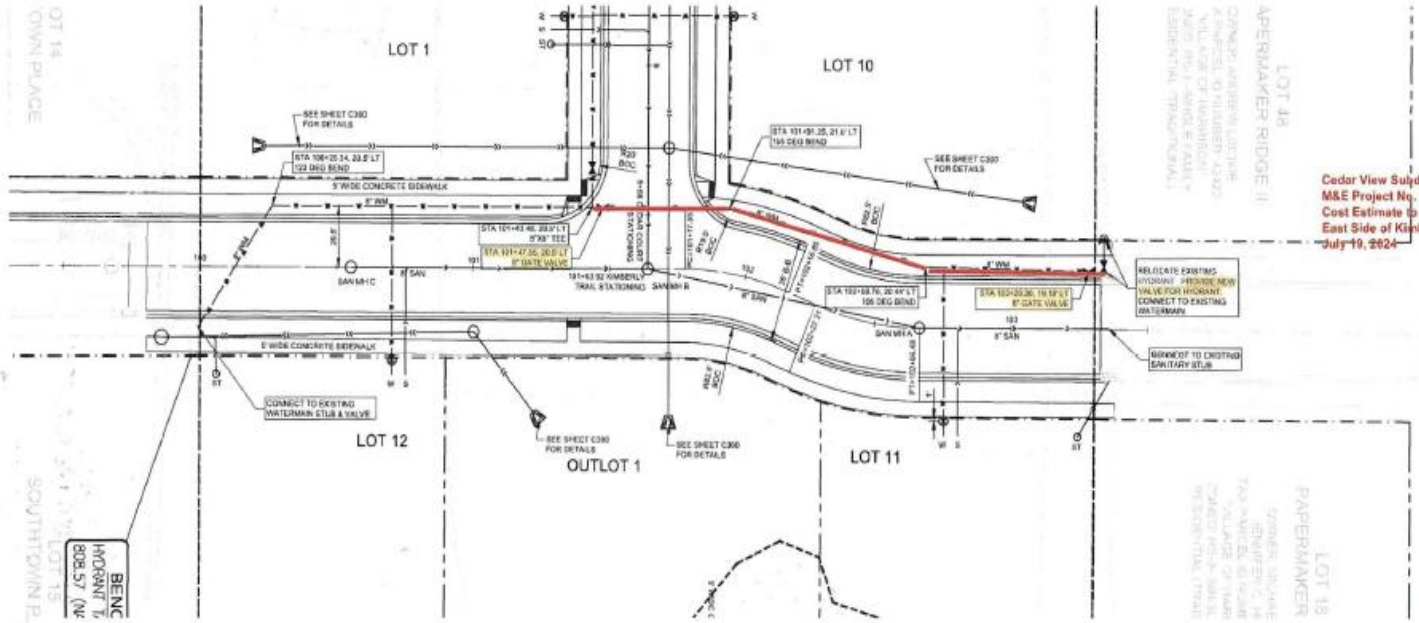
Watermain Looping Costs to Papermaker Subdivision

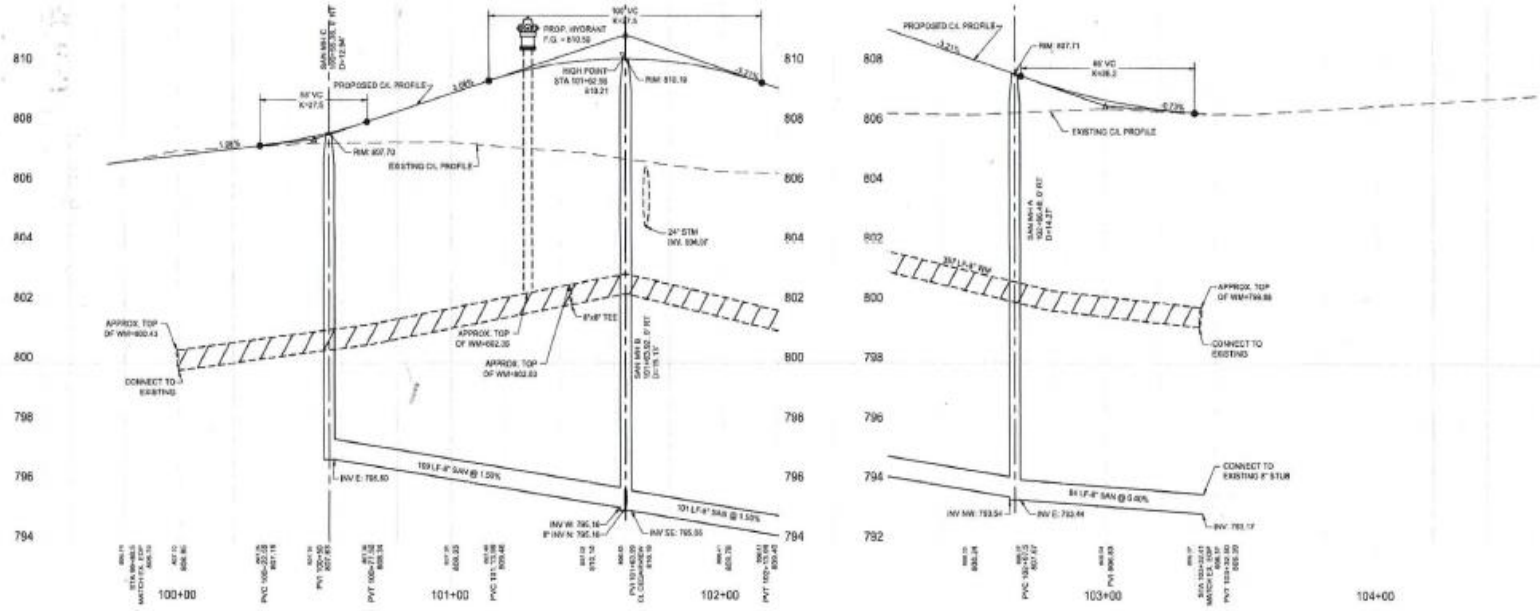
Cedar View Subdivision, Village of Harrison Estimated Cost
to Connect to Existing Watermain East Side of Kimberly Trail
M&E Project No. 1-0038-070

July 19, 2024

Watermain Component	Unit	Quantity	Unit Cost	Total Cost
8" Watermain	Linear Feet	189	$52.50	$9,922.50
8" Gate Valve	Each	2	$3,600.00	$7,200.00
6" Gate Valve	Each	1	$3,000.00	$3,000.00
TOTAL				**$20,122.50**

Note: Unit costs provided by Roger Bowers, July 18, 2024.





PRELIMINARY NOT FOR CONSTRUCTION

Larson Engineering, Inc.

Client: LouMar Properties
W6349 Dogwood Lane
Harrison, WI 54952
Contact: Kent Gross
920-202-2122

Project Title: CEDAR VIEW SUBDIVISION
VILLAGE OF HARRISON, WISCONSIN

Rev.	Date	Description
A	06/18/2024	WAWC Submittal
B	07/19/2024	HU Submittal for Water and Sanitary Sewer

Project #: 324R0010.000
Drawn By: SLM
Checked By: SDK
Issue Date: 07.19.24
Sheet Title: KIMBERLY TRL PLAN AND PROFILE
Sheet: C420

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Manager

Meeting Date:
October 29, 2024

Title:
County N Development Design Guidelines

Issue:
Does the Village Board approve the CTH N Design Guidelines?

Background and Additional Information:
Vilalge staff worked with McMahon to develop guidelines for the type of the development we would like to see along CTH N. The guidelines also address the location of the buildings, orientation and other things like materials, signage. Given that this corridor is planned to be the Village's Central Business District, having guidelines in place for interested parties to follow makes sense.

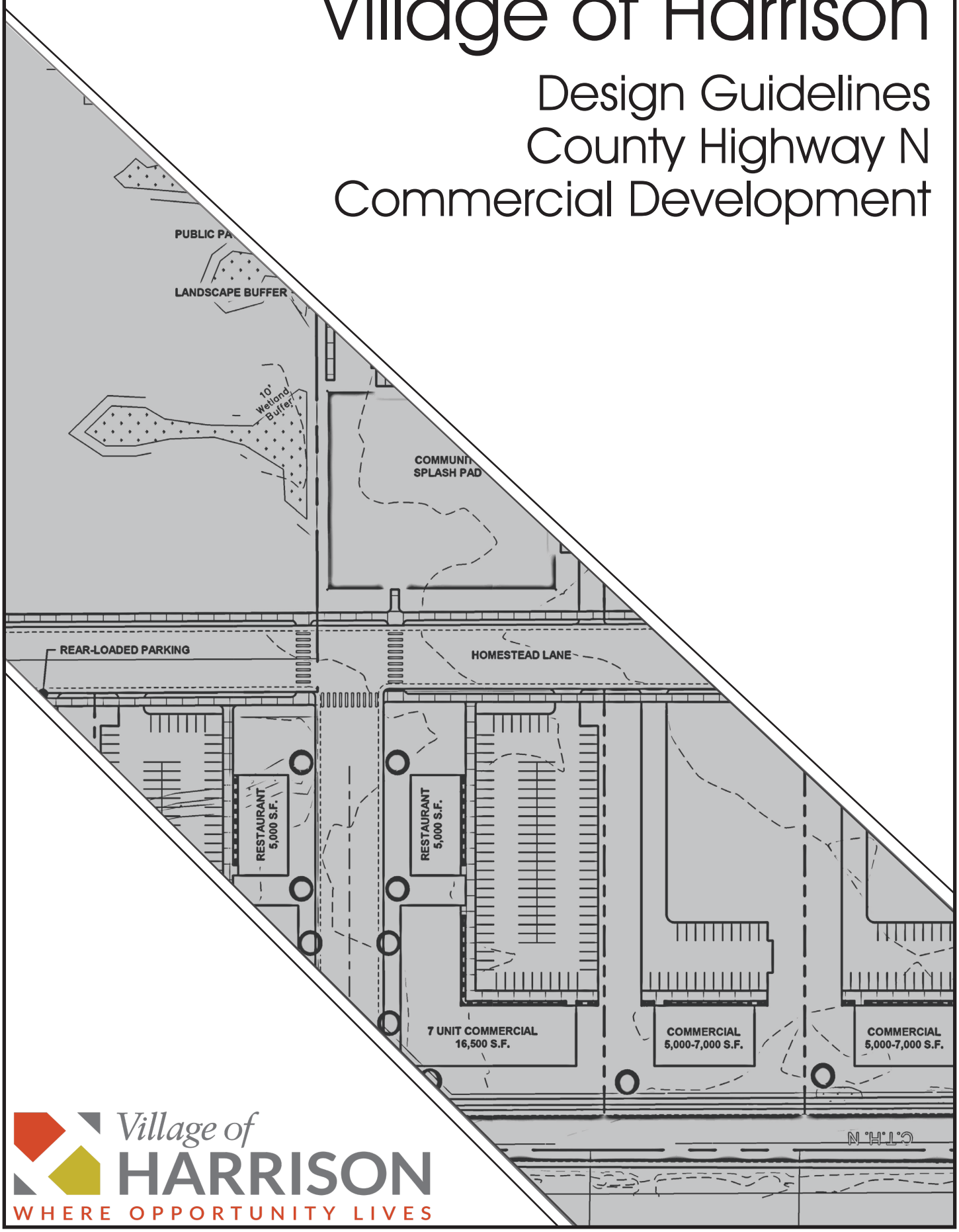
Budget Impacts:
None

Recommended Action:
Motion to approve the CTH N Design Guidelines for all new development in the commercial corridor.

Attachments:
- Village of Harrison County N Design Guidelines.pdf

Village of Harrison

Design Guidelines
County Highway N
Commercial Development



Village of HARRISON
WHERE OPPORTUNITY LIVES

Introduction

This section provides general design guidelines and concepts that are applicable to new commercial projects in the development along County Highway N between Schmidt Road and Manitowoc Road. The following design guidelines are intended as a reference to assist the designer in understanding the Village's goals and objectives for high quality commerical development. See attached master plan.

The guidelines are general and may be interpreted with some flexibility in their application to specific projects. The guidelines will be used during the Village's design review process to ensure the new development implements the general goals and objectives.

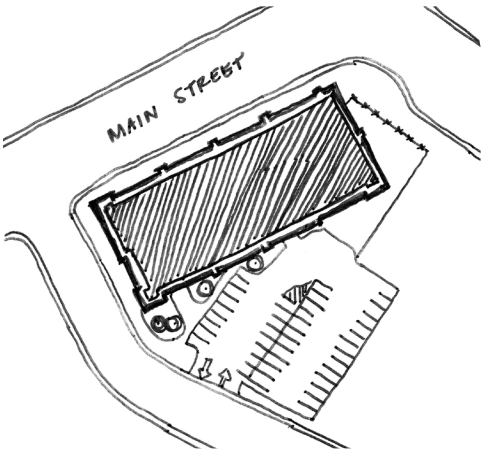
The design guidelines are intended to ensure the use of high quality, durable, weather-resistant, exterior grade finishes. High quality materials can improve the quality of buildings and require a low level of maintenance, have a longer life cycle, and maintain long term value.

Larger scale residential buildings shall follow the current residential code.

Site Planning

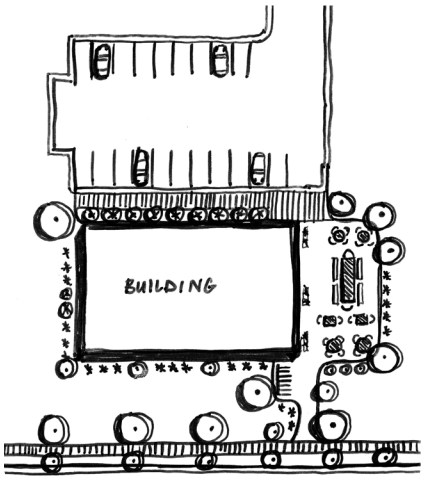
I. Building Placement

A. Placement of the buildings should consider the location of County Highway N and the visibility of the building from the highway.
B. Buildings should be placed to hold the minimum front yard set back from County N at 25 feet.
C. Sites should be developed in a coordinated manner to provide order and diversity and avoid a jumbled, confused development.
D. Commercial structures should be oriented with their major facade parallel to County N and their primary entry facing rear-loaded vehicular parking. Secondary entrances should be considered facing County N to coincide with the development of pedestrian and bicycle paths along County N.



Site plan example depicts rear-loaded parking for a building holding the front set back.

Connected pedestrian paths provide clear and safe circulation between the public path, parking, and the building.



E. Driveways and parking lots should have curb and gutters.
F. Refuse/recycling containers should be conveniently located throughout the project, yet sufficiently buffered from project entries, main building entries, and pedestrian paths and in the least conspicuous part of the site. Containers should be screened per Part III.
G. Service areas, such as docks and delivery doors, shall be architecturally integrated into the building, at the sides or rear, out of the circulation pattern.

II. Parking and Circulation

A. Locate pedestrian and vehicular site entries to minimize conflicts.
B. Views of parking areas from County N shall be discouraged.
C. Pedestrian walkways should provide safe, convenient, well-lit and well-defined access between parking areas and the sidewalk and the main public access to the building.
D. Parking lots should be internalized behind buildings and oriented away from street frontage along County N. Utilize landscape buffers and other means to reduce the visual impact of large parking areas. See current Building Regulations.

E. Smaller buildings along Homestead Lane may have front-loaded parking.
F. Parking lots shall provide secure, protected parking facilities for bicycles.
G. Minimize the need for pedestrians to cross parking aisles and landscape areas
H. The space between the building and the parking should be green space at a minimum, if not landscaped.
I. Onsite pedestrian circulation should connect to offsite public sidewalks.

III. Refuse/Recycling Collection Facilities

A. Refuse storage and pick-up areas shall be combined with other service and loading areas where practicle and located away from public view as much as possible.
B. Trash enclosure gates must open fully and the area in front of the enclosure shall be kept clear of obstructions.
C. All refuse containers shall be screened with an enclosure complementary to the design of the main building.
D. Gates of the enclosure shall be 100% opaque to ensure screening of its contents.
E. The perimeter of the recycling and trash enclosure shall be planted where practical.

Masonry trash and recycling enclosure with coloring that complements the main building.

IV. Signage

A. Exterior building signage should be included on both the major facade facing County N and also the facade facing the parking lot.
B. Signage visible to County N must be of a proper scale such that the signage is legible from a moving vehicle.
C. A monument sign may be located at the entrance of the parking lot and be of materials complementary to the main building and consistent with the Village's current Building Regulations.

Masonry monument sign near parking lot entrance

Architecture

I. Building Facade

A. All facades of a building shall be treated with the same degree of design detailing.

Utilizing color and direction change of a single material for a creative facade.

B. Each wall surface visible from County N and from a parking lot shall be treated as a major facade.
C. Create simple and well organized facades. The design of the major facades should be a priority.

D. Utilizing materials in a creative manner is encouraged.
E. Buildings throughout the developent shall be complementary to each other in scale, height, materials, and color palette, but not the same.
F. Any accessory buildings shall match the materials of the main building.

II. Building Facade Materials

A. Materials shall be durable and easy to maintain. Permitted materials include:
    1. Masonry - Clay and Concrete
    2. Metal panel - with concealed fasteners
    3. Aluminum Composite Panel
    4. Fiber Cement Board
    5. Manufactured Stone Veneer
B. Not permitted materials include:
    1. Wood
    2. Vinyl
    3. Metal Panel - with exposed fasteners
C. Color palettes/schemes are encouraged to be earth tones. Other color palettes may be accepted with Village prior approval.
D. Color enhancement considerations may include color accents and tonal variations, window trim, architectural banding, and other design details. Bright colors are permitted for accent materials.
E. A minimum of three materials and a maximum of five materials shall be permitted.

This building is designed using three major materials.

F. Materials should wrap around outside corners and continue for a minimum 3 feet on a minor facade.

Masonry base continues around outside corner.

G. Where a horizontal change of surface materials occurs, a change in wall plane should occur at a minimum of 12 inches deep.
H. A vertical change in materials shall be transitioned with a shadow line of at least 2 inches thick such as cast stone, masonry, or stone.

A vertical material change is delineated using a sill that creates a shadow line.

III. Building Articulation

A. Specific building articulation is not necessarily required. Horizontal and vertical material changes will break up the wall facades and create variety.
B. Long, flat, monolithic wall facades are encouraged to be broken up by either vertical or horizontal articulation.

Facades are visually broken up using different materials and building massing.

IV. Roofs

A. Low-slope and single-slope roof types are permitted for the main building volume.
B. Pitched roofs are permitted for architectural elements
C. Allowed pitched roof materials include:
    1. Asphalt Shingles
    2. Metal Standing Seam
D. Long, unbroken, monotonous rooflines are discouraged.

Articulation along long rooflines is encouraged to help break up a facade.

V. Windows

A. Windows on all facades are permitted to be vertically or horizontally oriented.
B. A specific setback is not required.
C. Vinyl-clad residential style windows are not permitted.

VI. Principal Entry

A. Principal entrances to all buildings must be clearly delineated through one or more of the following features:
    1. Roof or Canopy over the entry differing from the main building roof type
    2. Entry is through a porch
    3. Sidelights or Transom are included around the entry
    4. Entry is through extended articulation of the building

A roof over the main entrance clearly indicates where to enter the building.

VII. Overhead Doors

A. Overhead doors whose primary function is service shall not be permitted on the County N facade.
B. Glass paneled overhead doors for the public or patrons that are for the primary use of the building are permitted on the major building facade.
C. Doors intended to be closed during business hours must be clad with materials that are consistent and blend in with the building design.

Glass paneled overhead doors serving the primary function of the building.

VIII. Mechanical Equipment

A. Any mechanical and utility equipment on the rooftop, such as vents, ducts, condensers, and ventilators, must be incorporated into the building design in one of the follow-

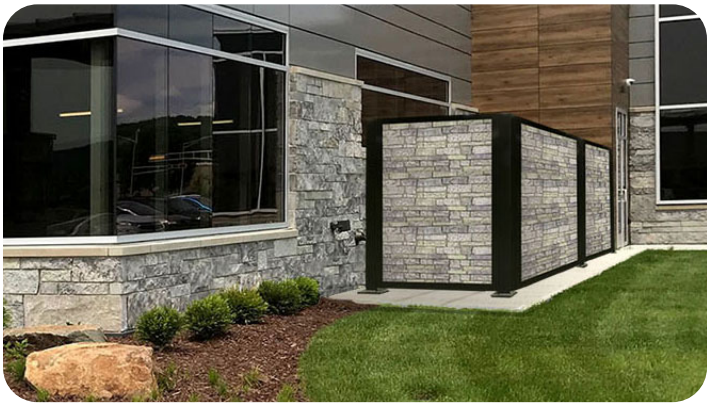
ing manners:

1. Set the equipment back so that it is not visible from the line of sight angle from any public way.
2. All rooftop equipment must be painted to blend with the roof
3. Rooftop equipment visible from adjacent highways must be screened

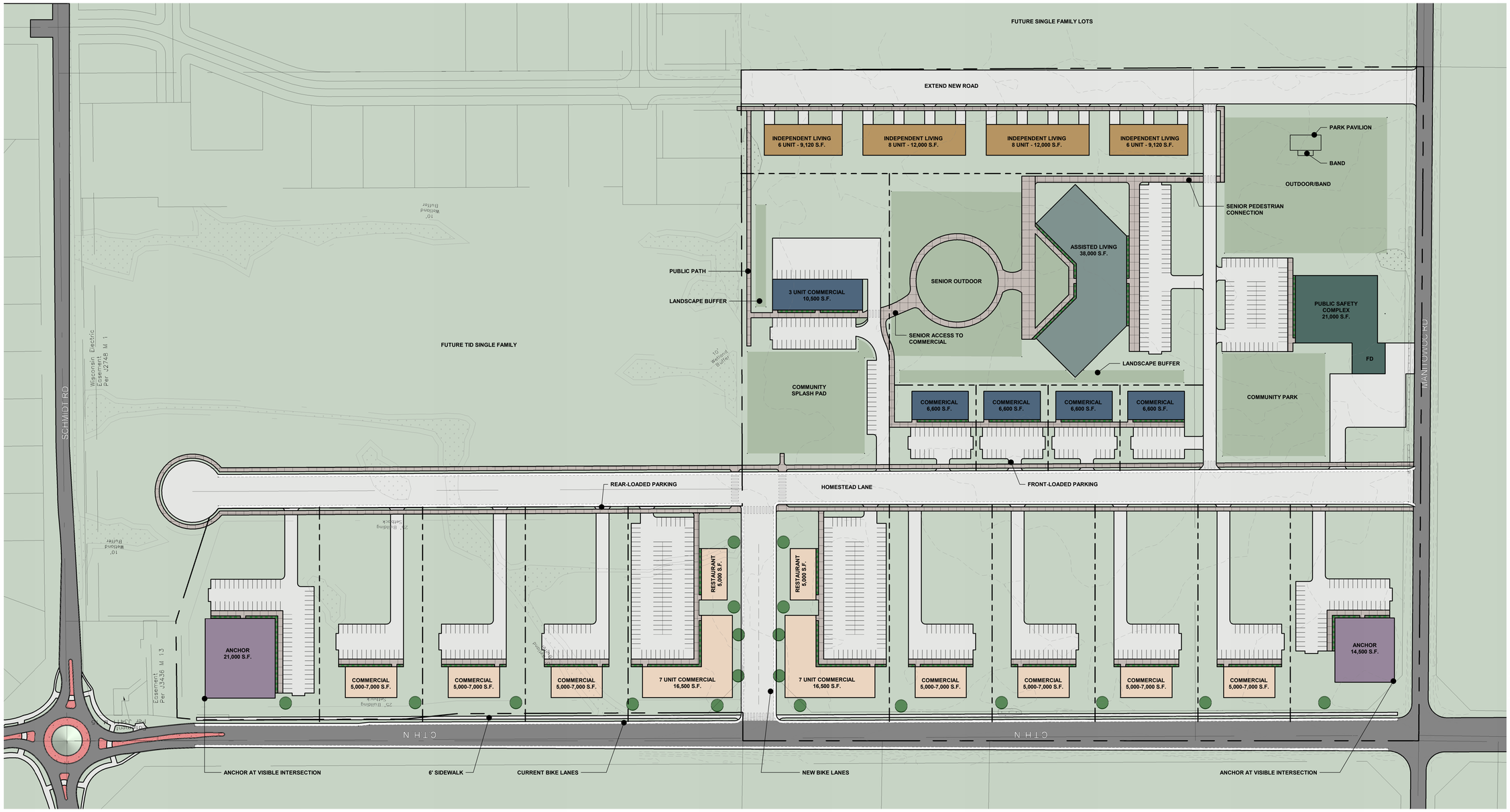
B. Mechanical and utility equipment may not be located on the major building facade unless the location of the equipment would conflict with the equipment's function.

C. Mechanical and utility equipment located on the ground, decks, or other horizontal surfaces are subject to the following:

1. Equipment shall not extend into a Village right-of-way or easement
2. Equipment may not be located in a front yard
3. All equipment must be screened from the view of any street, public way, or open space in a manner that is consistent with the overall building design.



Mechanical equipment on grade screened with materials consistent with the building design.



- Wellness/Personal Care Commercial
- Commercial
- Independent Living
- Assisted Living
- Commercial Anchor
- Single Commercial
- Public Safety Complex
- Outdoor Space/Landscape

CONCEPT #1 ALTERNATE
1" = 80'-0"

NORTH

PRELIMINARY NOT FOR CONSTRUCTION

SITE DEVELOPMENT
VILLAGE OF HARRISON MENASHA, WI
CONCEPT #1 ALTERNATE

DESIGNED AAP | DRAWN BKB
PROJECT NO. H0006 09-23-00309
DATE SEPTEMBER 4, 2024
SHEET NO. A027

McMAHON
ENGINEERS | ARCHITECTS
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NO.	DATE	REVISION

10/1/2024 9:15:24 AM

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Village of HARRISON
WHERE OPPORTUNITY LIVES

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Approval to advance $450,000 from the General Fund to TID 5 to be reimbursed with State Trust Funding for CTH Property.

Issue:
Does the Village Board approve advancing $450,000 from the General Fund to TID 5 and reimburse the General Fund with a State Trust Fund Loan to purchase the County N property?

Background and Additional Information:
The Village Board approved purchase of the CTH N property from Dereks De Witt, LLC for $440,000 with TID 5 funds at their September 2024 meeting. Since TID 5 is new there is no increment in the district, there is no funding to cover the expenditure. The Seller is interested moving the sale forward so the Village can continue its planning with the extension of Homestead Lane. Staff is recommending the board advance $450,000 from the unreserved General Fund balance to TID 5 to be reimbursed with funding from the State Trust Fund.

Budget Impacts:
$450,000- General Fund Advance

Recommended Action:
Motion to approve advancing $450,000 from the General Fund to be reimbursed with State Trust Funds to TID 5 for CTH N property acquisition.

Attachments:
- 3252_001 (2).pdf

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WB-13 VACANT LAND OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON September 18, 2024 **[DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)** STRIKE THOSE NOT APPLICABLE

The Buyer, The Village of Harrison, Calumet County, WI,
offers to purchase the Property known as Tax Parcel 39138

[e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or attach as an addendum per line 686] in the Village of Harrison,
County of Calumet Wisconsin, on the following terms:

PURCHASE PRICE The purchase price is Four Hundred Forty Thousand
Dollars ($ 440,000.00).

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

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

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

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

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

CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in an addendum per line 686.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before September 30, 2024.
Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

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

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

CLOSING This transaction is to be closed on October 30, 2024
at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

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

EARNEST MONEY

■ EARNEST MONEY of $ 0 accompanies this Offer.
If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
■ EARNEST MONEY of $ 0 will be mailed, or commercially, electronically or personally delivered within N/A days ("5" if left blank) after acceptance.
All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as) STRIKE THOSE NOT APPLICABLE (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

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

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

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

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

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: _____ _____. If "Time is of the Essence" applies to a date or Deadline, 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 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

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

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer signing this Offer and that is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and _____ _____ _____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

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

a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.

b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.

d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.

e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.

f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

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soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.

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 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.

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.

j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)

k. Existing or abandoned manure storage facilities located on the property.

l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment; remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose district, such as a drainage district, that has authority to impose assessments on the Property.

m. Proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division involving the Property without required state or local permits.

n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit and there are common areas associated with the Property that are co-owned with others.

o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.

p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements other than recorded utility easements.

q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment conversion charge; or payment of a use-value assessment conversion charge has been deferred.

r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar group of which the Property owner is a member.

t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the Property or to the use of the Property such as a joint driveway, liens, and licenses.

u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an existing condition.

v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other Defect or material condition.

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

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

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

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

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

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

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

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

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

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

PROPERTY DEVELOPMENT WARNING: If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

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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

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

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

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

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

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

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

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____ _____ (list any Property component(s) to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

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

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

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

This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers 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 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

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

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

If Seller has the right to cure, Seller may satisfy this contingency by:

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

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

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

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sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

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

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

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

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

■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or,

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

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

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

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

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

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

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

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

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

(2) _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

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report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:
(1) Seller does not have the right to cure; or
(2) Seller has the right to cure but:
(a) Seller delivers written notice that Seller will not adjust the purchase price; or
(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.
NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.
☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____ no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.
☐ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____hours ("72" if left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:
(1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
(2) Written waiver of _____ (name other contingencies, if any); and
(3) Any of the following checked below:
☐ Proof of bridge loan financing.
☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.
Other: _____
[insert other requirements, if any (e.g., payment of additional earnest money, etc.)]
☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.
HOMEOWNERS ASSOCIATION If this Property is subject to a homeowners association, Buyer is aware the Property may be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE ONE ("Buyer" if neither is stricken).
CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and _____.
CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:
☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.
☐ Current assessment times current mill rate (current means as of the date of closing).
☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
☐ _____.
CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.
☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on 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

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

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein),** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land Disclosure Report and in this Offer, general taxes levied in the year of closing and _____ _____ _____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

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

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

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

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

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

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

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are _____ _____ _____. Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

DEFINITIONS

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

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

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registered mail or make regular deliveries on that day.

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

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

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

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

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

INCLUSION OF OPTIONAL PROVISIONS Terms of this Offer that are preceded by an OPEN BOX (☐) are part of 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.

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

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

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

MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier 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 ordinary wear and tear.

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

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

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in 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 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL PROVISIONS/CONTINGENCIES Buyer's obligations under this OTP are contingent upon Village Board approval. Both Parties' obligations hereunder contingent upon Seller acquiring title to Property by September 22, 2024. Seller shall use Seller's best efforts to acquire title to Property within said time frame. Property shall be vacant and all personal property removed prior to Closing.

Buyer's obligations are contingent upon conducting a Phase 1 Environmental Analysis and receiving an expert report revealing no adverse conditions.

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DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 688-683.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 670 or 671.

Name of Seller's recipient for delivery, if any: Scott De Witt

Name of Buyer's recipient for delivery, if any: Chad Pelishek w/ copy to Atty Andrew Rossmeissl

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

Seller: (_____) _____ Buyer: (_____) _____

[ ] (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 679 or 680.

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

Address for Seller: _____

Address for Buyer: _____

[X] (5) Email: electronically transmitting the document or written notice to the email address.

Email Address for Seller: flashdewitt@gmail.com

Email Address for Buyer: cpelishek@harrison-wi.org w/ copy to arossmeissl@herrlingclark.com

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

[ ] **ADDENDA:** The attached _____ is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] Attorney Andrew J. Rossmeissl, Herrling Clark Law Firm

(x) Allison Blackmer 10-4-2024

Buyer's Signature▲ Print Name Here▶ Village of Harrison by: Allison Blackmer, Village President Date▲

(x) Vicki L. Tessen 10-4-2024

Buyer's Signature▲ Print Name Here▶ Village of Harrison by: Vicki Tessen, Village Clerk Date▲

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER. Dercks DeWitt II, LLC

DocuSigned by:

(x) Scott DeWitt 10/7/2024

085CFBCB7A824E7...

Seller's Signature▲ Print Name Here▶ By: Scott DeWitt, Member Date▲

(x) _____

Seller's Signature▲ Print Name Here▶ Date▲

This Offer was presented to Seller by [Licensee and Firm] _____

_____ on _____ at _____ a.m./p.m.

This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____

Seller Initials▲ Date▲ Seller Initials▲ Date▲

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Approval to apply to State Trust Fund to fund the land acquisition in TID 5 for the CTH N property from Dercks DeWitt II, LLC.

Issue:
. Does the Village Board authorize applying for a loan from the State Trust Fund to cover land acquisition in TID 5?

Background and Additional Information:
The Village would like to close on the property along CTH N in November. The Village Financial Advisor has recommended obtaining a loan from State Trust Fund to purchase the CTH N frontage lot from Dercks De Witt II, LLC for $440,000 with additional fees making the total $450,000.

Budget Impacts:
$450,000 TID 5

Recommended Action:
Motion to applying for a loan from the State Trust Fund for $450,000 for TID 5 land acquisition and authorizing the Clerk and Assistant Village Manager to sign loan documents.

Attachments:
- 3344_001.pdf

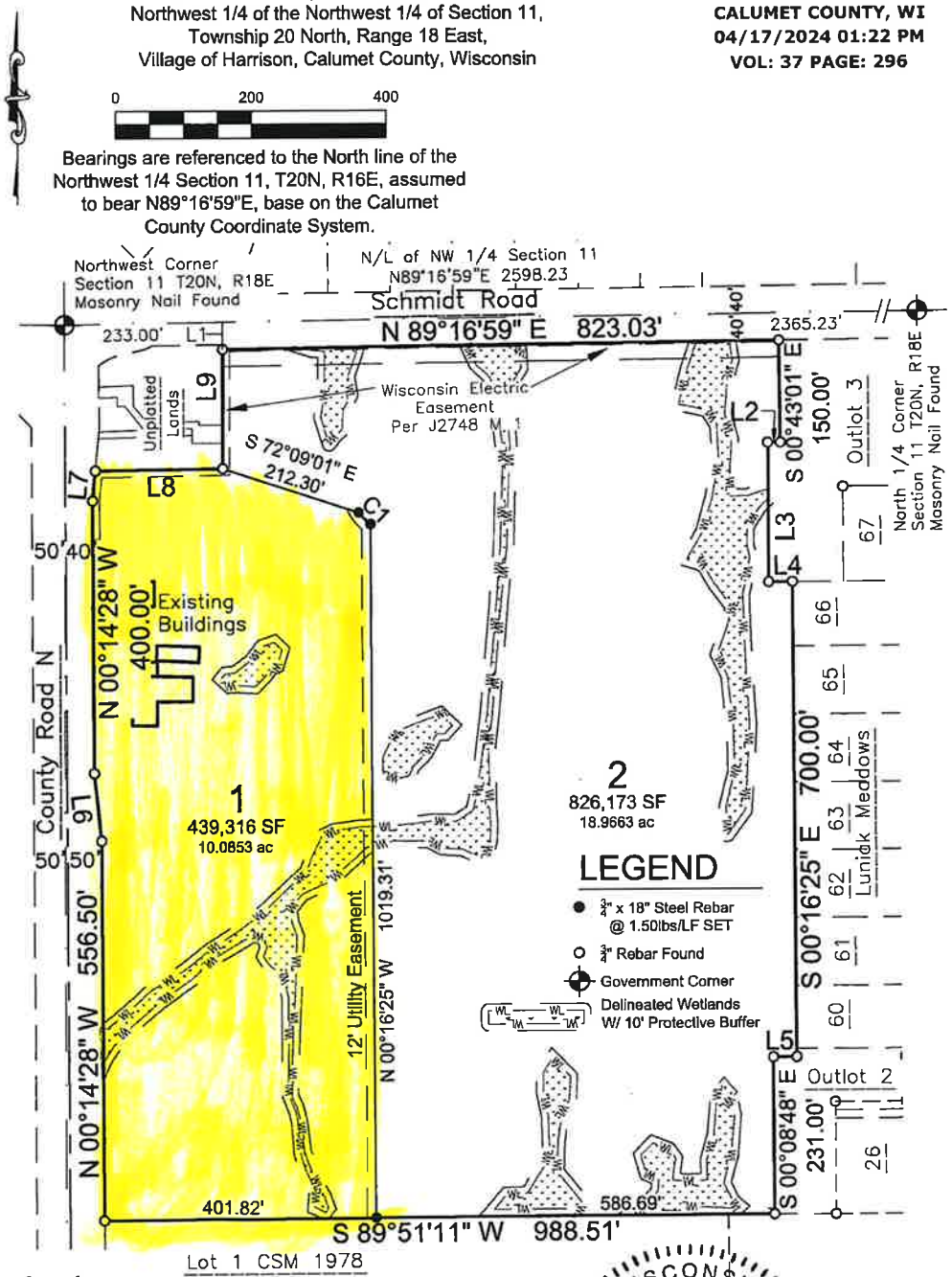
UNOFFICIAL COPY

Certified Survey Map No. 4075

All of Lot 1, Certified Survey Map 3940, located in part of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin

DOCUMENT # 582769

TAMARA ALTEN
REGISTER OF DEEDS
CALUMET COUNTY, WI
04/17/2024 01:22 PM
VOL: 37 PAGE: 296



Survey for:
Dercks-Dewitt, LLC
W857 County Road ZZ
Kaukauna, WI 54130

DAVEL ENGINEERING & ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
1164 Province Terrace, Menasha, WI 54952
Ph: 920-991-1866 Fax: 920-441-0804
www.davel.pro

WISCONSIN
JAMES R SEHLOFF
S-2692
APPLETON
WI
LAND SURVEYOR

James R. Sehloff, PLS 2692 — Date 27 FEB 2024

File: 6614CSM2.dwg
Date: 02/27/2024
Drafted By: jim
Sheet: 1 of 4

2/27/2024 2:15 PM J:\Projects\6614der\dwg\Civil 3D\6614CSM2.dwg Printed by: jim

Village of HARRISON
WHERE OPPORTUNITY LIVES

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Discussion and possible approval on land prices for the CTH N commercial district and naming the district.

Issue:
Does the Village Board support $45,000 per acre for the land in the CTH N/Manitowoc Road Development location?

Background and Additional Information:
The Village paid the following for property:

$450,000	To the Diocese	26.4 acres
$583,000	Manitowoc Rd	13.27 acres
$440,000	CTH N frontage	10 acres
$1,883,000		49.975 acres

$1,883,000/49.975 = $37,678 per acre

Staff is recommending $45,000 per acre which would generate about $1.9 million if all parcels were sold.

Staff's suggested name is **Harrison Commerce Corner.**

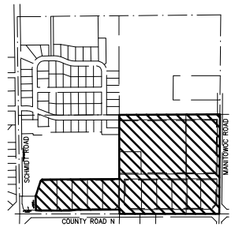
Budget Impacts:
N/A

Recommended Action:
Motion to approve land sales at $45,000 per acre for the CTH N/Manitowoc Road development project.

Attachments:
- 2024-10-15-Village Preliminary Plat.pdf

VILLAGE BUSINESS PARK

ALL OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 1978 RECORDED IN VOLUME 14 ON PAGE 123 AS DOCUMENT NO. 265890 LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 4075 RECORDED AS DOCUMENT NO. 582769 LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 ALL IN SECTION 11, TOWNSHIP 20 NORTH, RANGE 18 EAST, VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN



LOCATION MAP
NW1/4 SEC. 11, T20N, R18E
VILLAGE OF HARRISON
CALUMET COUNTY, WI

VERTICAL DATUM
ELEVATIONS ARE REFERENCED TO NGS DATA:
CONTROL POINT NAME: 4X74
POINT ID: DE7729 NAVD 88 DATUM
BY GPS OBSERVATION TO ELEVATION = 791.62 (2007 ADJUSTMENT)

OBJECTING AUTHORITIES:
- DEPARTMENT OF ADMINISTRATION

APPROVING AUTHORITIES:
- VILLAGE OF HARRISON
- CALUMET COUNTY

OWNER/SUBDIVIDER
VILLAGE OF HARRISON
W5298 STATE RD 114
HARRISON, WI 54952

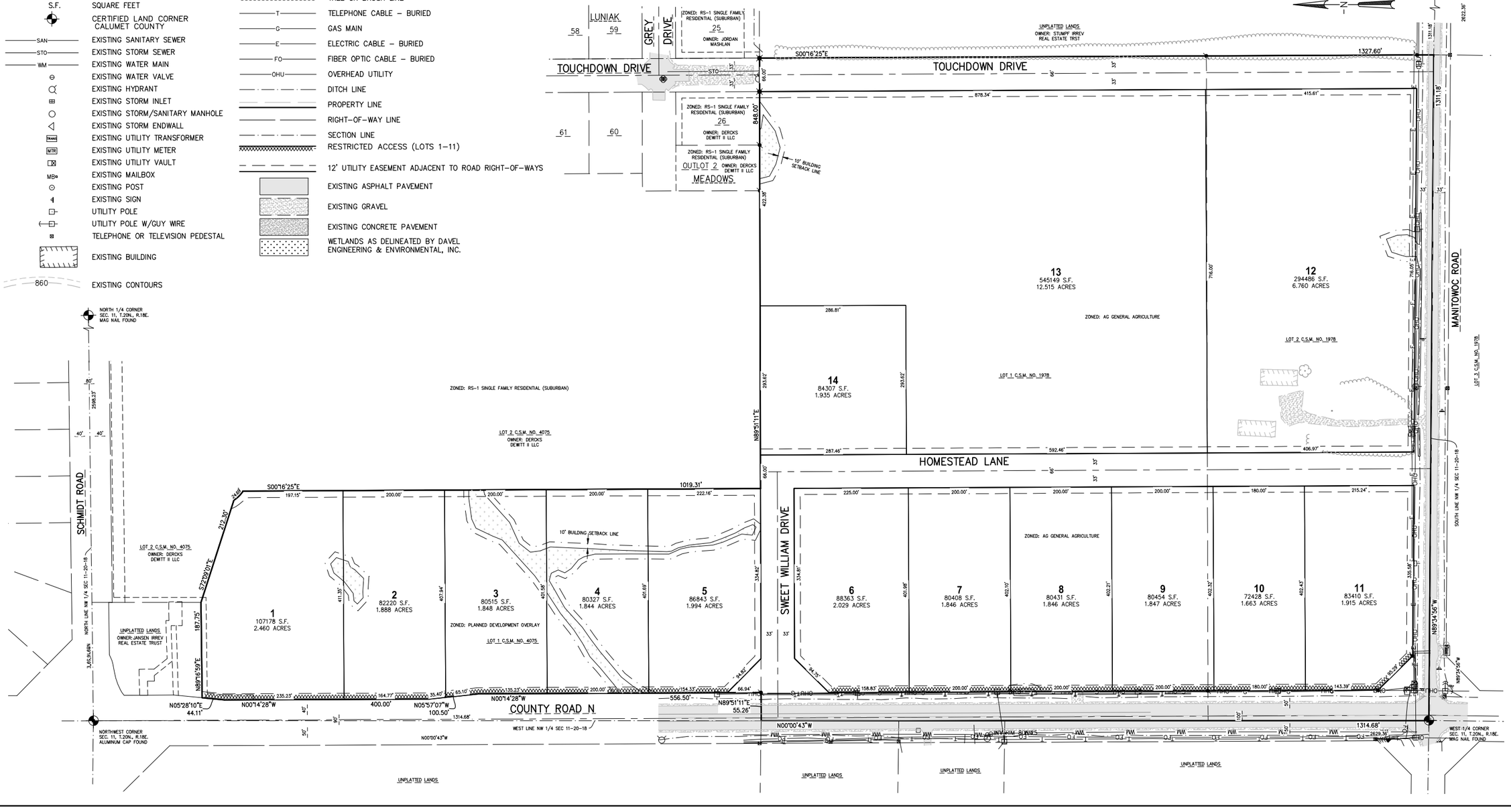
SURVEYOR:
DOUGLAS E. WOELZ
1445 MCMAHON DRIVE
NEENAH, WI 54956
(920) 751-4200

BEARINGS ARE REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 20 NORTH, RANGE 18 EAST, WHICH BEARS N00°00'43"W PER THE WISCONSIN COUNTY COORDINATE SYSTEM AS PUBLISHED FOR CALUMET COUNTY

100 50 0 100
SCALE – FEET

LEGEND

- 3/4" IRON REBAR FOUND
- ( ) RECORDED BEARING AND/OR DISTANCE
- S.F. SQUARE FEET
- CERTIFIED LAND CORNER CALUMET COUNTY
- SAN — EXISTING SANITARY SEWER
- STO — EXISTING STORM SEWER
- WM — EXISTING WATER MAIN
- EXISTING WATER VALVE
- EXISTING HYDRANT
- EXISTING STORM INLET
- EXISTING STORM/SANITARY MANHOLE
- EXISTING STORM ENDWALL
- TRANS EXISTING UTILITY TRANSFORMER
- MTR EXISTING UTILITY METER
- EXISTING UTILITY VAULT
- MB EXISTING MAILBOX
- EXISTING POST
- EXISTING SIGN
- EXISTING UTILITY POLE
- EXISTING UTILITY POLE W/GUY WIRE
- TELEPHONE OR TELEVISION PEDESTAL
- EXISTING BUILDING
- 860 EXISTING CONTOURS
- EXISTING CULVERT WITH END SECTIONS
- TREE OR BRUSH LINE
- T — TELEPHONE CABLE – BURIED
- G — GAS MAIN
- E — ELECTRIC CABLE – BURIED
- FO — FIBER OPTIC CABLE – BURIED
- OHU — OVERHEAD UTILITY
- DITCH LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- RESTRICTED ACCESS (LOTS 1–11)
- 12' UTILITY EASEMENT ADJACENT TO ROAD RIGHT-OF-WAYS
- EXISTING ASPHALT PAVEMENT
- EXISTING GRAVEL
- EXISTING CONCRETE PAVEMENT
- WETLANDS AS DELINEATED BY DAVEL ENGINEERING & ENVIRONMENTAL, INC.



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

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NO.	DATE	REVISION

PRELIMINARY PLAT FOR
PART OF THE NORTHWEST 1/4 OF SECTION 11, T20N, R18E,
VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN

SURVEYED	DRAWN
DEW	MJA

PROJECT NO.
H0006 09-23-00309

DATE
OCTOBER. 2024

SHEET NO.
1 OF 2

mabing, W:\PROJECTS\H0006\0923000309\CADD\Civil3D\Survey Documents\SUBDIVISION PLATS\Preliminary Plat.dwg, sheet 1, Plot Date: 10/15/2024 9:06 AM

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Request by the Fox Valley Snow Riders, Inc. to use Village-owned property to maintain snowmobile trails.

Issue:
Does the Village Board approve the use of village owned property to maintain snowmobile trails?

Background and Additional Information:
The Fox Valley Snow Riders has requested the use of the Village-owned property on STH 55 and KK and Fire Lane 12. Staff recommends approval for 2024-25, however in the future STH 55 may have development on it that will be affected.

Budget Impacts:
None

Recommended Action:
Motion to approve the request from the Fox Valley Snow Riders, Inc. to maintain snowmobile trails on village-owned property.

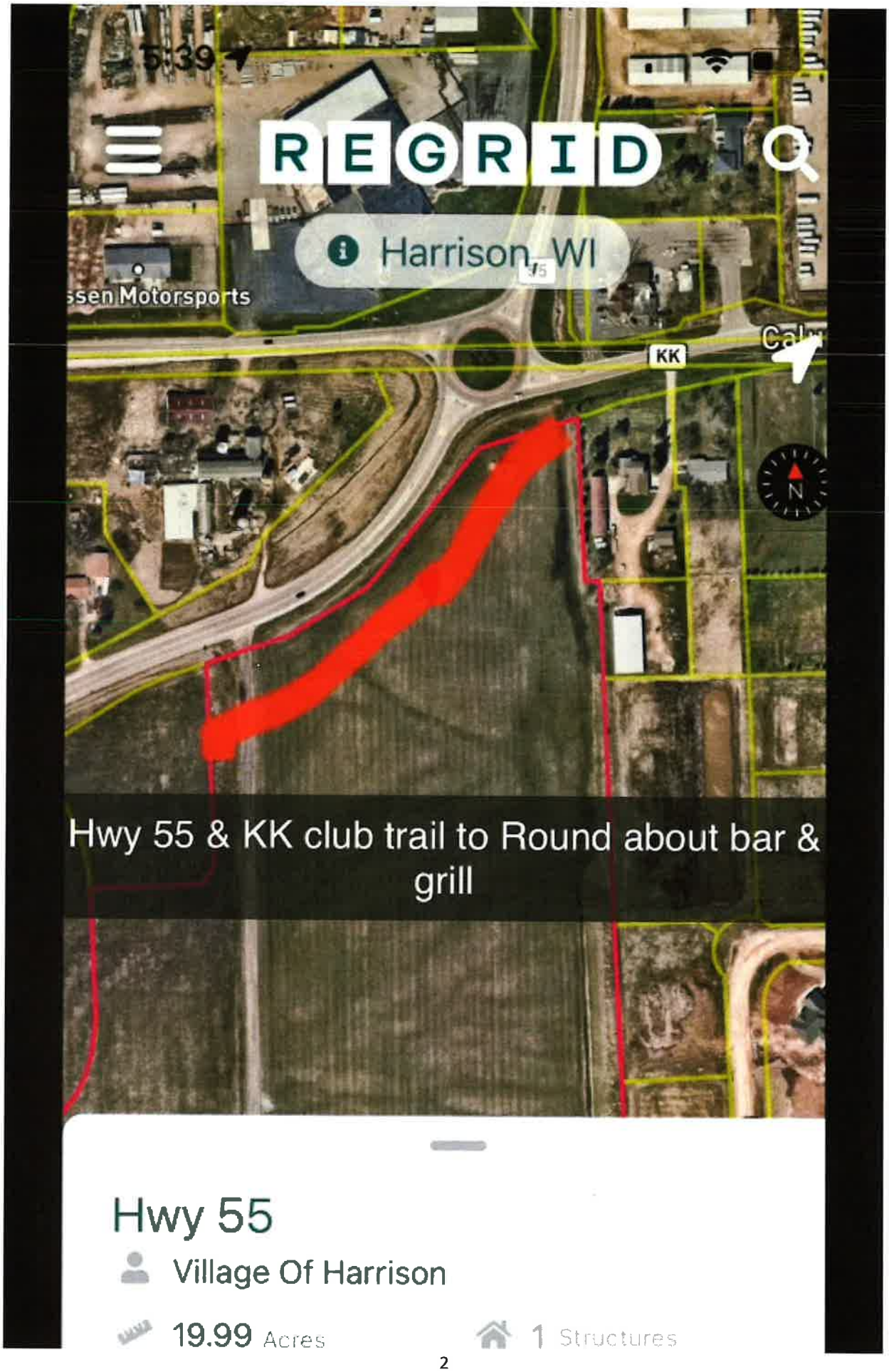
Attachments:
- 3769_001.pdf

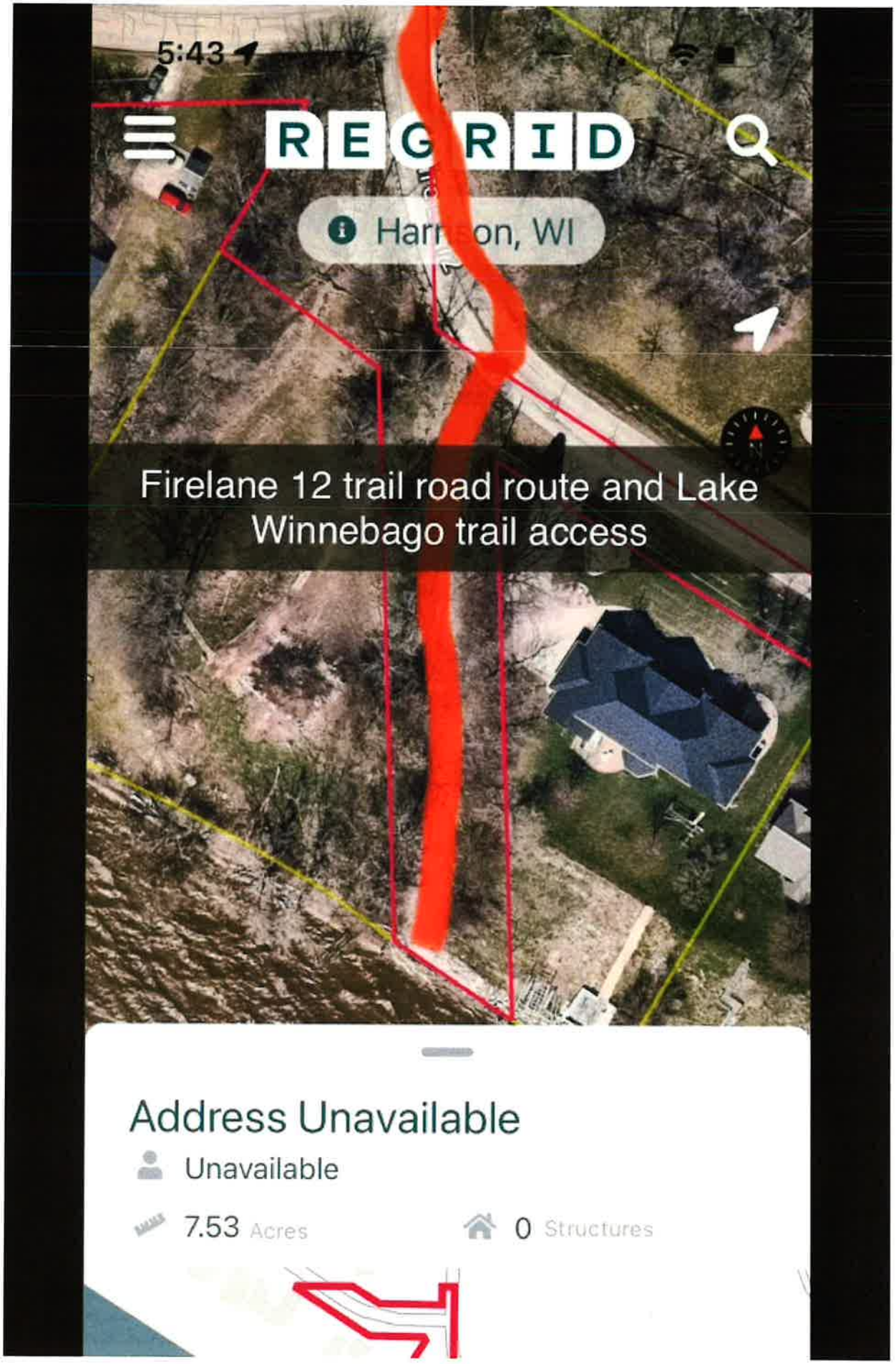
Chad Pelishek

From: Heidi Kavanaugh <bhkavanaugh@yahoo.com>
Sent: Tuesday, October 15, 2024 9:07 AM
To: Chad Pelishek
Cc: Brian
Subject: Map-Fox Valley Snow Riders, Inc

Good morning Chad,
here are the two maps showing where the trails are on town Property. Want to thank you and the town again for allowing us to build part of Wisconsin's vast 25,000 mile trail system!

Thank you!
Brian Kavanaugh (trail boss)
Fox Valley Snow Riders, Inc.
920.810.8546


5:39
REGRID
Harrison, WI
KK
Hwy 55 & KK club trail to Round about bar & grill
Hwy 55
Village Of Harrison
19.99 Acres
1 Structures


5:43
REGRID
Harrison, WI
Firelane 12 trail road route and Lake Winnebago trail access
Address Unavailable
Unavailable
7.53 Acres
0 Structures

Village of HARRISON
WHERE OPPORTUNITY LIVES

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Review of the Opinion of Costs for the Emergency Engine Generator at Village Hall.

Issue:
Does the Village Board wish to proceed with bidding the project based on the estimated cost of $287,294?

Background and Additional Information:
McMahon provided the following information regarding the project and proposed cost:

Back in 2021, we had a somewhat similar project in Sturgeon Bay, WI. Using inflation adjustment numbers and generator size adjustments, that project would cost about $260,000 in 2026. The project was completed by the low bidder; I was told that the other electrical bids were at least 10% more and that the project manager was concerned that the low-bid contractor may have missed something in their bid, but the project turned out okay in the end. This is the benefit of competitively bidding projects to multiple contractors. There are a few notable differences between that project and the current project at Harrison, see below.

1. The generator is closer to the building, so the conduit and conductor runs are less than our project.
2. The generator enclosure did not have a load center because it was smaller than our project.
3. The generator pad was a floating type whereas our project includes a frost wall foundation. A frost wall foundation does not allow for shifting / heaving which could damage the electrical connections.
4. Our project has additional scope of work for relocation of electrical, plumbing, and gutters to make room for the new electrical equipment.
5. Our project includes cost for premium time / temporary power to keep power interruptions for staff to a minimum.
6. The breakout cost of the generator and transfer switch material cost was about 25% of the total cost of the project, like the OPC for our project.

The material cost of the generator and transfer switch are about 25% of the total cost of the project. There are other necessary portions of the project that increase the cost of total installation. Also, please note that this is an Opinion of Probable Cost not an exact estimate; I may be off a little bit (hopefully too conservative).

- We need to add a new main service disconnect ahead of the new transfer switch. The existing main disconnect is integral to the main distribution panel. The main service disconnect must be ahead of the transfer switch.
- We sized the generator based on existing load and calculated load for the future DPW addition / remodel project. Based on National Electrical Code calculations, the electrical service needs to be upgraded to a 100%-rated 600A circuit breaker. The existing main service disconnect is only

rated for 80% load which is 480A. The calculated load is slightly more than 480A which could cause main disconnect tripping issues in the future during high air conditioning load days.
- We needed to replace the main distribution panel due to the existing 80%-rated main circuit breaker. We could not replace the main circuit breaker inside the panel with a 100%-rated circuit breaker nor could we replace the main circuit breaker with main lug connection without taking up all available bussed space in the panel. Replacement of the panel was the only option to allow full-service capacity and room to feed the future DPW addition / remodel areas.
- We included cost to install the generator and new electrical distribution equipment.
- We included cost for the 600A feeders from the existing CT / Meter cabinet to new main service entrance disconnect. This feeder must go up an over the existing overhead door outside which should be galvanized rigid conduit to withstand the elements.
- We included cost for the 600A load side feeder from the new transfer switch to the new 600A main lug distribution panel. Again, this feeder must go up and over the overhead door.
- We included cost for the 600A emergency feeder from the generator to the new transfer switch. This is about 80 feet away.
- We included cost for the generator load center feeder from the new main distribution panel. This load center comes with the generator enclosure but is fed separately. It serves battery heaters and other miscellaneous equipment in the enclosure.
- We included cost for the generator remote annunciator and emergency stop switch, including associated conduit and conductors.
- We included cost for (3) additional conduits for low voltage controls between the generator and new transfer switch.
- We included cost for generator startup, commissioning, and diesel fuel needed to do so.
- We included cost for a frost-wall generator concrete pad.
- We included cost for demolition / relocation of electrical, plumbing and gutters to make room for new electrical equipment.

Budget Impacts:
$287,294- Capital Outlay

Recommended Action:
Motion as determined by the Board.

Attachments:
- Harrison Generator Electrical OPC 2024-10-16.pdf

OPINION OF PROBABLE COST

Project: Harrison Generator
Project No.:
By: JAF
Date: 10/16/2024

Opinion of Cost

Description		Total
Electrical	$	163,881.00
Surface restoration / Trench, backfill, and paving - By Village		
Demolition & Relocation	$	11,250.00
Power Studies - Arc Flash	$	7,500.00
Power changeover (nights weekends extra or temp gen hookup)	$	5,000.00
	$	-
Concrete generator pad	$	8,000.00
Plumbing	$	8,000.00

OPINION OF PROBABLE COST

Project: Harrison Generator
Project No.:
By: JAF
Date: 10/16/2024

Opinion of Cost

Description	Quantity	Unit	Material	Labor	Total
150KW generator and 600A ATS	1	ea	$ 68,232.00		$ 68,232.00
Surface restoration	1	ea		$ 6,000.00	$ 5,000.00
600A ATS	1	ea		$ 1,500.00	$ 1,500.00
600A Main Disc NEMA 4X	1	ea	$ 10,000.00	$ 1,500.00	$ 11,500.00
600A I-line panel	1	ea	$ 13,000.00	$ 1,500.00	$ 14,500.00
Feeder Disc-Main	50	LF	$ 154.00	$ 103.00	$ 12,850.00
Feeder ATS from Normal	5	LF	$ 154.00	$ 103.00	$ 1,285.00
Feeder ATS From Generator	80	LF	$ 154.00	$ 103.00	$ 20,560.00
Feeder MDP	50	LF	$ 154.00	$ 103.00	$ 12,850.00
Feeder Gen enclosure load center	80	LF	$ 17.20	$ 21.00	$ 3,056.00
Generator Annunciator	1	ea	$ 1,000.00	$ 600.00	$ 1,600.00
Generator EM stop switch	1	ea	$ 1,000.00	$ 600.00	$ 1,600.00
(5) generator controls conduits	400	LF	$ 3.59	$ 4.73	$ 3,328.00
Generator control wiring (2 per C, #12)	10	CLF	$ 37.50	$ 53.50	$ 910.00
Generator startup and commissioning	1	ea		$ 3,500.00	$ 3,500.00
Diesel Fuel	322	gal	$ 4.00	$ 1.00	$ 1,610.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
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					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
				Sub Total	$ 163,881.00

OPINION OF PROBABLE COST

Project: Harrison Generator
Project No.:
By: JAF
Date: 10/16/2024

Opinion of Cost

Description	Quantity	Unit	Material	Labor	Total
~~Trenching & backfill & paving~~	~~80~~	~~LF~~	~~$ 62.00~~	~~$ 82.06~~	~~$ 11,524.80~~
~~Surface restoration~~					~~$ 5,000.00~~
					$ -
					$ -
					$ -

OPINION OF PROBABLE COST

Project: Harrison Generator
Project No.: 0
By: JAF
Date: 10/16/2024

Opinion of Cost

Description	Quantity	Unit	Material	Labor	Total
Demo temp generator connection	1	ea		$ 1,500.00	$ 1,500.00
Surface restoration	1	ea		$ 500.00	$ 5,000.00
Relocate recept and OH operators	1	ea	$ 500.00	$ 1,000.00	$ 1,500.00
Relocate RTU feeder conduits	1	ea	$ 500.00	$ 750.00	$ 1,250.00
Demolish panel	1	ea		$ 750.00	$ 750.00
Relocate Speaker	1	ea	$ 500.00	$ 750.00	$ 1,250.00
					$ -
					$ -
					$ -

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Approval of an Independent Contractor Contract between Birschbach Inspection Service, Inc. and the Village of Harrison for Building Inspection Services.

Issue:
Does the Village Board wish to continue service with Birschbach Inspection Services for 2025?

Background and Additional Information:
This contract is for Birschbach Inspection Services to provide inspection services to the Village of Harrison during the 2025 calendar year. Under the agreement, Paul Birschbach would assist the Village to recruit, train and mentor the new inspector and help the inspector in obtaining necessary state licenses to be able to perform the duties of building inspector in future years.

Mr. Birschbach would complete all inspections that he was paid from during the calendar year even if they run into 2026. Should the new inspector not have commercial inspection licenses and needs to time to obtain that licensure, Birschbach would provide these services on a separate agreed upon contract amendment. Birschbach will still provide some level of in office services. This would be agreed upon between Mr. Birschbach and Village staff once the building inspector is recruited and we know more about his credentials.

As part of the 2025 contract, Birschbach is proposing slight increases in the permits. New homes inspection fees are proposed to be increased $5.00 or $50.00 per home. The last time these fees were adjusted was 2019. Manufactured homes would also increase by $5.00.

Commercial permits a $.02 cent per square foot increase on commercial permits as well as .50 cents per $1,000.00 dollar fee increase on commercial jobs that are charged per $1,000.00 value.

All other fees would stay the same.

Staff recommends approval.

Budget Impacts:
Slight increases in permit fees

Recommended Action:
Motion to approve the one- year contract for 2025 with Birschbach Inspection Service, Inc.

Attachments:
- 3363_001.pdf

INDEPENDENT CONTRACTOR CONTRACT
Village of Harrison

This contract between the Village of Harrison in Calumet County, Wisconsin and Birschbach Inspection Service, INC at N 6371 Fairy Springs Rd. Hilbert WI 54129 hereafter referred to as the Contractor, who is to be engaged under contract as an Independent Building Inspector.

This contract is enacted under the provisions of Section 101.65 and 101.76 of the Wisconsin Statutes and is subject to all requirements, obligations and authority stated therein, with said sections being adopted by reference.

It shall be duty of the Contractor, as Municipality's Building Inspector, to administer the Municipality's building code. Notwithstanding the foregoing, the Municipality shall be solely responsible for discretionary decisions relating to enforcing the building code in a given instance. Further, the Contractor's failure to issue a building permit shall be held to be a discretionary act to which governmental immunity from tort liability shall apply. As such, the Contractor, as the Municipality's building inspector, shall:

1. Enforce all the provisions of the Uniform Dwelling Code (SPS-320- SPS-325), which shall include, but not be limited to:
    A) Examination of all plans submitted to him/her and, if any discrepancies appear, to note them on the building permit placard and the application form.
    B) To inspect each project with an active building permit as to the specific categories of project, that is the actual construction, the heating, ventilation, and air conditioning, the electrical, the plumbing and the Erosion control.
    C) To collect all fees due for both plan review and building inspections from each applicant and to turn all such fees into the Municipality's designated personnel.
    D) To forward monthly, by the due date, all building permit applications to the State of Wisconsin.
2. The Contractor with the approval of the Village of Harrison Board shall set regular times at which he/she will make themself available in the Village of Harrison of not less than 2 hours per day M-F (except holidays observed by the Village of Harrison).
3. The Contractor shall maintain current records and prepare a monthly written report on the same. The Contractor shall also submit his computation of fees payable on a monthly basis.
4. The Contractor shall be available for inspections once he/she has received an official request within 48 hours excluding weekends and holidays.
5. The Contractor shall also have the following duties that are outside of the scope of the Uniform Dwelling Code:
    A) To inspect all commercial buildings under 2500 sq ft, to ensure compliance with the relevant codes. (Wisconsin Commercial Code SPS 360 –SPS366).
    B) To perform plan review on all Commercial permits under 2500 sq.ft.
    C) To inspect all remodeling and additions to existing buildings.
    D) To inspect all pools and decks, except agricultural.
    E) Enforcement of all municipal codes and ordinances within the Contractor's scope, at the request of the Village Board.
    F) Assist the Village staff with property maintenance, public nuisance or raze orders at a fee of $50.00 per hour.
    G) Assist Village staff with construction site grade verifications during the permit process and final occupancy.
    H) Work with Village staff on misc. building issues and concerns.
    I) To collect fees and watch over all Commercial projects greater than 2500 sq and 2500 cubic feet.
    J) To inspect electrical and plumbing on all commercial projects regardless of size.
    K) To attend weekly staff meetings. (N/C).
    L) To attend Village Board meetings for specific issues, if requested. (N/C).

Office Space and Supplies - A file cabinet, basic office supplies and access to a desk for use by the contractor will be provided by the municipality.

Separate Business - Contractor has its own office, its own equipment, its own materials, its own facilities and its own supplies.

Expenses - Contractor shall be responsible for all of Contractor's expenses. The Municipality shall not be responsible for any such expenses in connection with the building inspection business of the Contractor excluding the items mentioned above.

Legal Relationship - The Contractor shall act as an independent contractor.

Qualifications - The Contractor shall present his/her certifications to the municipality prior to commencing work and shall maintain such certifications during the period of this contract at the Contractors expense. This shall be a condition of the contract.

Assistant Status - All assistants or helpers of the Contractor are the Contractor's personal and financial responsibility and are not the responsibility of the Municipality.

Records - In regard to records, the Municipality shall provide full access of its records to the Contractor and any records kept by the Contractor shall be made available to the Municipality.

Performance Responsibility - Contractor is solely and exclusively responsible for all performance and services to the Municipality. Contractor agrees to hold harmless, indemnify and defend Municipality from any claims any way connected with the services Contractor will provide.

Compliance with law - Contractor shall at all times comply with all federal, state and local laws and regulations.

Hold harmless/Insurance - Contractor shall defend, indemnify, hold harmless, and insure the Municipality from any and all damages, expenses or liability resulting from or arising out of, any gross negligence or misconduct on the Contractor's part. Contractor shall also obtain general liability insurance with policy limits of $1,000,000.00 per occurrence and provide a certificate of insurance to the Municipality.

Complete Agreement - This constitutes the complete agreement between the parties hereto and there has been no other written or oral agreements upon which either the Contractor or Municipality has relied.

Parties Bound - This Contract shall be binding on the parties hereto and their respective heirs, successors, and assigns.

Duration of Contract - the Contract shall be for a period of 1 years commencing January 1, 2025, through December 31, 2025.

Termination by the Municipality - The Municipality may terminate this contract by giving the Contractor a thirty-day notice if any of the following items are alleged and provide on behalf of the Contractor.

1. Fraud or deceit
2. Non-certified inspectors.
3. Negligence, incompetence, or misconduct.
4. Criminal charges related to duties.
5. Conflict of interest.

Termination by Contractor - In the event the Contractor wishes to terminate this contract, he/she shall give sixty (60) days notice and return any fees not earned for the period prior to his/her termination.

Fee Schedule – Attached to this Contract are the agreed upon Permit Fee Schedule.
The State of Wisconsin stamp on new homes will be the actual cost of the stamp. ($35.00) currently. Duplexes and Condo's will be charged as two separate homes on the fee schedule minus a second Escrow and State Stamp.

Compensation - To be paid monthly following the Contractor's report and fees owed and its subsequent approval by the Village Board.

Building Escrow - Escrow deduction or forfeiture will result from the following:

1. Additional unwarranted inspections (Contractors Compensation)
2. Failure to maintain the required erosion control. (Municipality or Contractors Compensation)
3. Road clean up on the same day. (Municipality or Contractor Compensation)
4. Failure to restore road or ditch to original condition. (Municipality Compensation)

Note - Compensation will be retained by the entity by whom it was corrected, i.e. Municipality or Contractor.

This Contract is subject to the approval of the Village of Harrison's Boards and after its approval, shall be executed by the Village President.

It is so agreed. Dated this _____day of _____, 20_____.

Village of Harrison

_____

Village President.

_____

Village Clerk

Contractor

_____

Birschbach Inspection Service, INC
Building Inspector.

Paul Birschbach

Notes about Contract

Page #4 New Houses. – All items highlighted in yellow are proposed fee increases.

The new home fee had not changed from the 2019-2021 contract to the 2022-2024 contract. I am proposing a $5.00 per inspection fee increase for the 2025 contract or an increase of $50.00 per new home.

Pages # 5A, 5B, 6A & 6B are the same form. Page 5A & 5B are the pages that go on the website. Pages #6 shows the split between the Village of Harrison and Birschbach Inspection Service Inc.

I have kept all the prices the same as they were on the 2022-2024 Contract.

Note: Page 5-B & 6-B are pages required by the state of Wisconsin with every permit issued.

Page # 7 is for Manufactured Homes and Moved homes. We have very few of either of these homes. The reason for the lower price is that Manufactured Homes are inspected at the factory.

I have asked for a $5.00 per inspection increase for the 2025 contract.

Page # 8 & Page #9 are for Commercial Permits. I am asking for a .02 cent per square foot increase on commercial permits as well as a .50 cents per $1000.00 dollar fee increase on commercial jobs that are charged per $1000.00 value.

I am asking for a 1-year contract. The Village is planning to hire an inspector to replace me in 2026 as I am planning to retire at that time. I would work with the new inspector to train and mentor them in 2025 and possibly helping them to obtain the proper licenses.

Because I am an Independent Contractor, I will be obligated to complete all the permits and inspections that I am paid for when I issue a permit. All the revenues collected after January 1st of 2026 would go to the Village of Harrison and would be the responsibility of the new inspector to issue and inspect those permits. Any inspections requests that would come in after January 1st, 2026, that Birschbach Inspection Service Inc. has been compensated for I would receive from the new Inspector, and I would complete those inspections.

I can see still coming into the Harrison office on a regular basis to receive inspections I would no longer do the office hours; I would also be available to complete any inspections that come in that are for the Village of Harrison at a predetermined rate and could cover for the new inspector at busy times and any time the inspector might be on vacation.

Birschbach Inspection Service Inc would also be interested in supplying commercial Inspections if needed because the new Inspector hired by the Village of Harrison does not have the licenses needed.

I would ask for a meeting with the Village of Harrison board to answer any questions they may have and to discuss different scenarios that might present themselves.

Thank You

_____

Paul Birschbach

Date _____

BUILDING PERMIT

New Construction - Residential

Permit #

Village of Harrison

Name:

Adress of Project:

Phone:

Parcel/Lot #

Sq. Ft. of Project:

Cost of Project:

Date:

Up to 2000 Sq.Ft.	$ 300.00	
2001 to 3500 Sq. Ft.	$ 400.00	
3501 to 5000 Sq. Ft.	$ 500.00	
5001 Sq Ft. Plus.	$ 600.00	
Electrical Service	$ 55.00	$ 60.00
Electrical	$ 110.00	$ 120.00
Plumbing	$ 165.00	$ 180.00
Heating/A.C.	$ 110.00	$ 120.00
Erosion Control	$ 100.00	$ 110.00
State of WI. Stamp	$ 35.00	$ 35.00
Lot Grade Check Fee	$ 860.00	$ 860.00
Driveway Grade Check Fee	$ 185.00	$ 185.00
Administrative Fee	$ 175.00	$ 175.00
Escrow:	$ 1,500.00	$1,500.00
Other		
Zoning Permit	$ 250.00	$ 250.00
Impact Fees: (From Separate Form)	$ 1,981.00	$1,981.00
	Total	

Building Inspector _____

Paul Birschbach

Village of Harrison
W 5298 HWY 114
Menasha, WI 54952

Home Owner - Agent _____

BUILDING PERMIT

Additions-Remodel -Residential **Permit #**

Village of Harrison

Name:

Address of Project:

Phone:

Parcel/Lot #.

Sq. Ft. of Project:

Cost of Project:

Date:

Type of Project

Additions-Base Fee + Land Use	$150.00	
Remodel-All Inclusive-Cost=>$10,000	$300.00	
Remodel-All Inclusive-Cost<$10,000	$200.00	
Deck-All Inclusive+ Land Use	$200.00	
Attached Garage-All Inclusive + Land Use	$300.00	
Basement Remodel/Elec/Plum-All Inclusive	$300.00	
Electrical Service	$100.00	
Electrical	$100.00	
Plumbing	$100.00	
Heating-A.C.Change	$100.00	
Siding/Windows/Roof	$50.00	
Seasonal Pools	$50.00	
Permanent Pool-All Inclusive + Land Use	$150.00	
Egress Window	$100.00	
Misc. Permit-One Inspection	$100.00	
Unattached Garage >200 SQ. FT.+Land Use	$100.00	
Solar Permit	$200.00	
Zoning Permit.		
Additions	$100.00	
Attached Garage	$100.00	
Perm -Pool	$25.00	
Deck	$25.00	
Accessory Building	$50.00	
Solar Permit	$200.00	
Total		

Code Specifies The Maximum Number Of Roof Layers Is Two

Village of Harrison
W 5298 HWY 114
Menasha, WI 54952

BUILDING PERMIT

Additions-Remodel -**Residential** **Permit #** _____

Village of Harrison

	Name	License #'s
Contractor		
Plumber		
Electrician		
HVAC		

Inspections Required:

_____	Footings	_____	Erosion Control	_____	None
_____	Foundation:	_____	Rough Inn		
_____	U-G Plumb	_____	Insulation		
_____	Electric Service	_____	Final		

Comments: _____

Cautionary Statement.

101.65(lr) of the Wisconsin Statutes requires municipalities that enforce the Uniform Dwelling Code to provide an owner who applies for a building permit with a statement advising the owner that:

If the owner hires a contractor to perform work under the building permit and the contractor is not bonded or insured as required under s. 101.654 (2) (a), the following consequences might occur:

(a) The owner may be held liable for any bodily injury to or death of others or for any damage to the property of others that arises out of the work performed under the building permit or that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

(b) The owner may not be able to collect from the contractor damages for any loss sustained by the owner because of a violation by the contractor of the one- and two- family dwelling code under the building permit or because of any bodily injury to or death of others or damage to the property of others that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

If this project is in a dwelling or child-occupied facility, built before 1978, and disturbs 6 sq. ft. or more of paint per room, 20 sq. ft. or more of exterior paint, or involves windows, then the requirements of ch. DHS 163 requiring Lead-Safe Renovation Training and Certification apply. Call (608) 261-6876 or go to the Wisconsin Department of Health Services' lead homepage for details of how to be in compliance.

ATCP 110 For consumer protection and Lien Waiver Law's.

Paul Birschbach.
Building Inspector.
Phone 920-989-2924

Home Owner - Agent _____

Building Inspector _____

BUILDING PERMIT

Additions-Remodel -Residential

Permit #

Village of Harrison

Name:

Address of Project:

Phone:

Parcel/Lot #.

Sq. Ft. of Project:

Cost of Project:

Date:

Type of Project

			80% B.I.S.	20% Harrison
Additions-Base Fee + Land Use	$150.00		$ 120.00	$ 30.00
Remodel-All Inclusive-Cost=>$10,000	$300.00		$ 240.00	$ 60.00
Remodel-All Inclusive-Cost=<$10,000	$200.00		$ 170.00	$ 30.00
Deck-All Inclusive+ Land Use	$200.00		$ 170.00	$ 30.00
Attached Garage-All Inclusive + Land Use	$300.00		$ 240.00	$ 60.00
Basement Remodel/Elec/Plum-All Inclusive	$300.00		$ 240.00	$ 60.00
Electrical Service	$100.00		$ 80.00	$ 20.00
Electrical	$100.00		$ 80.00	$ 20.00
Plumbing	$100.00		$ 80.00	$ 20.00
Heating-A.C.Change	$100.00		$ 80.00	$ 20.00
Siding/Windows/Roof	$50.00		$ 40.00	$ 10.00
Seasonal Pools	$50.00		$ 40.00	$ 10.00
Permanent Pool-All Inclusive + Land Use	$150.00		$ 120.00	$ 30.00
Egress Window	$100.00		$ 80.00	$ 20.00
Misc. Permit-One Inspection	$100.00		$ 80.00	$ 20.00
Unattached Garage >200 SQ. FT.+Land Use	$100.00		$ 80.00	$ 20.00
Zoning Permit.				
Additions	$100.00		0%	$100.00
Attached Garage	$100.00		0%	$100.00
Permanant -Pool	$25.00		0%	$25.00
Deck	$25.00		0%	$25.00
Accessory Building	$50.00		0%	$50.00
Total				

Village of Harrison
W 5298 HWY 114
Menasha, WI 54952

Harrison-2025-REMOD-Comp.

Page 6-A

BUILDING PERMIT

Additions-Remodel -**Residential** **Permit #** _____

Village of Harrison

	Name	License #'s
Contractor		
Plumber		
Electrician		
HVAC		

Inspections Required:

_____	Footings	_____	Erosion Control	_____	None
_____	Foundation:	_____	Rough Inn		
_____	U-G Plumb	_____	Insulation		
_____	Electric Service	_____	Final		

Comments: _____

Cautionary Statement.

101.65(lr) of the Wisconsin Statutes requires municipalities that enforce the Uniform Dwelling Code to provide an owner who applies for a building permit with a statement advising the owner that:

If the owner hires a contractor to perform work under the building permit and the contractor is not bonded or insured as required under s. 101.654 (2) (a), the following consequences might occur:

(a) The owner may be held liable for any bodily injury to or death of others or for any damage to the property of others that arises out of the work performed under the building permit or that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

(b) The owner may not be able to collect from the contractor damages for any loss sustained by the owner because of a violation by the contractor of the one- and two- family dwelling code under the building permit or because of any bodily injury to or death of others or damage to the property of others that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

If this project is in a dwelling or child-occupied facility, built before 1978, and disturbs 6 sq. ft. or more of paint per room, 20 sq. ft. or more of exterior paint, or involves windows, then the requirements of ch. DHS 163 requiring Lead-Safe Renovation Training and Certification apply. Call (608) 261-6876 or go to the Wisconsin Department of Health Services' lead homepage for details of how to be in compliance.

ATCP 110 For consumer protection and Lien Waiver Law's.

Paul Birschbach.
Building Inspector.
Phone 920-989-2924

Home Owner - Agent _____

Building Inspector _____

Building Permit -Village of Harrison

Manufactured Home

Permit :

Name :		
Address Of Project		
Sq. Ft. of House		
Phone #		
Cost		
Date		
Base Fee :	$150.00	$200.00
Erosion Control:	$100.00	$110.00
Electrical Service:	$55.00	$60.00
Electrical Permit:	$100.00	$120.00
U-G Plumbing:	$55.00	$60.00
Plumbing Permit:	$100.00	$120.00
HVAC Permit	$100.00	$120.00
Total	$660.00	
Lot Grade Check Fee	$ 860.00	$ 860.00
Driveway Grade Check Fee	$ 185.00	$ 185.00
Administrative Fee	$ 175.00	$ 175.00
Escrow:	$ 1,500.00	$1,500.00
Zoning Permit	$ 250.00	$ 250.00
Culvert Permit:	$150.00	
Impact Fees: (From Separate Form)		$1,981.00
	Total	

Inspections Required:

	Footings	Erosion Control	
	Foundation:	Rough Inn	
	U-G Plumb	Insulation	
	Electric Service	Final	

Building Inspector.
Paul Birschbach Office Hours 8:00-9:30 AM Daily

Harrison Office
W 5298 HWY 114
Menasha, WI 54952

920-989-2924
920-989-1077 Fax

Permit expires 24 months from date on this form

Building Permit -Village of Harrison

New Commercial-Additions-Alterations **Permit #**

Name			
Address:			
Phone :			
Sq. Ft. of Project:			
Cubic Ft. of Project :			
Cost of Project :			
Date			
Type of Project:			
Building Permit			
Square Footage		X.10	
Base Fee		$ 200.00	
Plumbing Permit	Affected Areas		
Square Footage		x.10	
Base Fee		$ 100.00	
Electrical Permit			
Square Footage		X.10	
Base Fee		$ 100.00	
Electrical Service	< 200 AMP	$ 100.00	
Electrical Service Temporary		$ 100.00	
Electrical Service > 200 AMP-3Phase		$ 300.00	
Service Multi Meter-$100 1st $50 each additional		X $50.00	
HVAC Permit			
Square Footage		X.10	
Base Fee		$ 100.00	
Escrow		$ 1,500.00	
Zoning Permit-(If New or Addition)		$ 250.00	
Impact Fees: (From Separate Form)			
Remodel Projects will be charged at $4.00 per		X 4.50	
$ 1000.00 Value +Base Fee $ 200.00		$ 200.00	
When Sq. Ft. Does not apply.			

TOTAL: Check -Village Of Harrison

Comments: _____

_____

Building Inspector.
Paul Birschbach Office Hours 8:00-9:30 AM Daily
Harrison Office 920-989-2924
W 5298 HWY 114
Menasha, WI 54952

Fax 920-989-1077

Page 8

HAR-22-24-COMMERCIAL

Building Permit -Village of Harrison

New Commercial-Additions-Alterations **Permit #**

Name

Address:

Phone :

Sq. Ft. of Project:

Cubic Ft. of Project :

Cost of Project :

Date

Birschbach Inspection Service INC
N6371 Fairy Springs Rd.
Hilbert, WI 54129 920-378-2857
binspector.pb@gmail.com

			Projects Under 2500 Sq. Ft.		Projects Over 2501 Sq. Ft		Multi Family 4 Units or more	
Building Permit			BIS	VOH	BIS	VOH	BIS	VOH
Square Footage		X.10	80%	20%	70%	30%	60%	40%
Base Fee		$ 200.00	80%	20%	70%	30%	60%	40%
Plumbing Permit	Affected Areas							
Square Footage		X.10	80%	20%	70%	30%	60%	40%
Base Fee		$ 100.00	80%	20%	70%	30%	60%	40%
Electrical Permit								
Square Footage		X.10	80%	20%	70%	30%	60%	40%
Base Fee		$ 100.00	80%	20%	70%	30%	60%	40%
Electrical Service	< 200 AMP	$ 100.00	80%	20%	70%	30%	60%	40%
Electrical Service Temporary		$ 100.00	80%	20%	70%	30%	60%	40%
Electrical Service > 200 AMP-3Phase		$ 300.00	80%	20%	70%	30%	60%	40%
Service Multi Meter-$100 1st $50 each additional		X $50.00	80%	20%	70%	30%	60%	40%
HVAC Permit								
Square Footage		X.10	80%	20%	70%	30%	60%	40%
Base Fee		$ 100.00	80%	20%	70%	30%	60%	40%
Escrow		$ 1,500.00	0%	100%	0%	100%	0%	100%
Land Use		$ 250.00	0%	100%	0%	100%	0%	100%
Impact Fees: (From Separate Form)			0%	100%	0%	100%	0%	100%
Remodel Projects will be charged at $4.00 per		X 4.50	80%	20%				
$ 1000.00 Value +Base Fee $ 200.00		$ 200.00	80%	20%				
When Sq. Ft. Does not apply.								

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Award of bid for the Faro Springs Public Access Project.

Issue:
Does the Village Board wish to award the low bid for Faro Springs Public Access Project?

Background and Additional Information:

Budget Impacts:

Recommended Action:
Motion as determined by Board.

Attachments:

- Bids for Faro Springs Public Access Project.pdf

BID FORM

The undersigned has carefully examined the specifications and will provide the products specified or approved equivalents for the following amounts:

Public Access Improvements Lump Sum Bid Project Total $ 52000 00 and in Words: Fifty Two Thousand Dollars

Please Initial Here to Acknowledge that Work Can be Performed in Required Timeline:__

In submitting this Proposal, the Provider represents, that the Provider has examined and carefully studied all Contract Documents and the following addenda, the receipt of which is hereby acknowledged:

Addendum#

Bidder: Joseph R Mader Excavating

Address: W5532 CTY EE Hilbert WI

Phone Number: 920-716-5070 Fax Number: _____

Email: jcmaders@yahoo.com

Signature: Joseph R Mader

Printed Name: Joseph R Mader

Title Owner Date: Oct 24 2024

BID FORM

The undersigned has carefully examined the specifications and will provide the products specified or approved equivalents for the following amounts:

Public Access Improvements Lump Sum Bid Project Total $ 85,000.00 and in Words:
EIGHTY FIVE THOUSAND DOLLARS

Please Initial Here to Acknowledge that Work Can be Performed in Required Timeline: BRD

In submitting this Proposal, the Provider represents, that the Provider has examined and carefully studied all Contract Documents and the following addenda, the receipt of which is hereby acknowledged:

Addendum#	
N/A	

Bidder: LUNDA CONSTRUCTION COMPANY

Address: 620 GEBHARDT ROAD BLACK RIVER FALLS WI 54615

Phone Number: (715) 284-9496 Fax Number: (715) 284-9146

Email: BDIENER@LUNDACONSTRUCTION.COM

Signature:

Printed Name: BRAD R. DIENER

Title REGIONAL MANAGER Date: 10/23/2024

BID FORM

The undersigned has carefully examined the specifications and will provide the products specified or approved equivalents for the following amounts:

Public Access Improvements Lump Sum Bid Project Total $ 86,300.00 and in Words: EIGHTY-SIX THOUSAND, THREE HUNDRED DOLLARS

Please Initial Here to Acknowledge that Work Can be Performed in Required Timeline: RD

In submitting this Proposal, the Provider represents, that the Provider has examined and carefully studied all Contract Documents and the following addenda, the receipt of which is hereby acknowledged:

Addendum#	
N/A	

Bidder: RADTKE CONTRACTORS, INC.

Address: 6408 CROSS ROAD

Phone Number: 920-582-4114 Fax Number: 920-582-4441

Email: RDEUTH@RADTKECONTRACTORS.COM

Signature:

Printed Name: ROBERT DEUTH

Title MANAGER Date: 10/24/24

BID FORM

The undersigned has carefully examined the specifications and will provide the products specified or approved equivalents for the following amounts:

Public Access Improvements Lump Sum Bid Project Total $ 120,000.00 and in Words:
one hundred twenty thousand and 0/100

Please Initial Here to Acknowledge that Work Can be Performed in Required Timeline: RL

In submitting this Proposal, the Provider represents, that the Provider has examined and carefully studied all Contract Documents and the following addenda, the receipt of which is hereby acknowledged:

Addendum#	
N/A	

Bidder: MCC, Inc.

Address: 2600 N. Roemer Rd. Appleton, WI 54911

Phone Number: (920) 749-3360 Fax Number:

Email: ridge.liebzeit@murphyinc.org

Signature: Joyce A. Murphy Stearns

Printed Name: Joyce A. Murphy Stearns

Title Vice President Date: 10/24/24

BID FORM

The undersigned has carefully examined the specifications and will provide the products specified or approved equivalents for the following amounts:

Public Access Improvements Lump Sum Bid Project Total $ 121,020.10 and in Words:
One hundred twenty-one thousand twenty dollars and Ten Too

Please Initial Here to Acknowledge that Work Can be Performed in Required Timeline: MJM

In submitting this Proposal, the Provider represents, that the Provider has examined and carefully studied all Contract Documents and the following addenda, the receipt of which is hereby acknowledged:

Addendum#	
None	

Bidder: Vinton Construction Company

Address: 1322 33rd Street (P.O. Box 137)

Phone Number: 920-682-0375 Fax Number: 920-682-2838

Email: contracts@vintonwis.com

Signature:

VINTON CONSTRUCTION COMPANY CORPORATE SEAL WISCONSIN

Printed Name: Michael J. Maples

Title President Date: 10/24/2024

VILLAGE BOARD MEETING | **VILLAGE OF HARRISON**

From:
Chad Pelishek, Assistant Village Manager

Meeting Date:
October 29, 2024

Title:
Approval of Service Contract between Village of Harrison and Fox Valley Humane Association LTD

Issue:
Does the Village Board wish to contract with Fox Valley Humane Association LTD concerning stray dogs and other animals?

Background and Additional Information:
Each the Village contracts with Fox Valley Humane Association, LTD for services containing stray dogs and other animals. The Village budgets the $500 for these expenses.

Budget Impacts:
$500.00

Recommended Action:
Motion to approve the one-year agreement with Fox Valley Humane Association.

Attachments:
- 3365_001.pdf

SERVICE CONTRACT BETWEEN THE "Municipality" AND FOX VALLEY HUMANE ASSOCIATION, LTD.

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

This contract, made this _____ day of _____by and between the "Municipality" hereinafter called the Contracting Municipality, and the Fox Valley Humane Association, Ltd., hereinafter called the Association, is as follows:

1. **Definitions:** In this contract when the terms "animal" or "stray animal" are used the terms shall include dogs, cats and domestic animals such as rabbits, birds, ferrets, small caged animals etc. unless otherwise specified on a case by case basis and agreed by both parties. This agreement shall not include wildlife.
2. **Term:** This contract shall begin on January 1, 2025 and have a term of one year. This contract shall be automatically renewed for subsequent one-year periods unless either party notifies the other of its intent to terminate. Said notice shall be in writing at least 30 days prior to the beginning of the automatic renewal date.
3. **Services:** The Association shall provide the following:

   a. The Association will accept and maintain all stray animals found in the Contracting Municipality with the exception of healthy, free-roaming adult cats found in the Contracting Municipality, which are delivered to the Association by the officers of the Contracting Municipality, or that are delivered to the Association by officers or other individuals who may bring them in. If another individual brings an animal to the Association's place of operations which is identified by that individual as a stray, the Association will ascertain the location that the animal was found at and determine whether that location is within the Contracting Municipality. The Association will obtain a signed statement from the individual that the animal was found at that location with the name, address and telephone number of the individual and will provide a copy of that statement to the Contracting Municipality upon request. No charges will be made to the Contracting Municipality for any animal which is surrendered to the Association by its owner.

   b. Each month, the Association shall provide the Contracting Municipality with a detailed statement of the charges and applied credits, and to include the disposition for each animal. Within thirty (30) days of receiving the statement, the Contracting Municipality will make payment to the Association or if the Contracting Municipality disputes any charges, the Contracting Municipality will provide written notice to the Association. Balances over 60 days past due may result in a suspension of services.

   c. The Association shall maintain complete records of all stray animals that are received from agents, residents or individuals of the Contracting Municipality. Copies of the records relating to animals from the Contracting Municipality shall be available to the Contracting Municipality. Said reports shall be maintained for a period of one year. The Association shall maintain all records at the Association's office and shall provide them to the Contracting Municipality upon request by the Contracting Municipality.

   d. If the Contracting Municipality delivers an injured or ill animal to the Association or authorizes the Association to pick it up, the Contracting Municipality will pay up to $500.00 for services required for that animal. Any additional services or treatment which are authorized by the Association shall be the Association's financial responsibility.

   e. The Association may provide assistance at the scene of capture including assisting the Contracting Municipality in capturing vicious or dangerous animals that have been running at large. The Association will charge $25.00 per hour for employee time for this service along with a $50 trip charge

per **Schedule A**. To request assistance or for questions or concerns, the phone number is (920) 733-1717 ext. 111 (Danielle) or ext. 106 (Kaylee).

f. In the event that the owner claims an animal from the Association, the Association shall be entitled to collect from the owner its impound fee plus per day boarding fees, and any other costs it has incurred for the animal prior to release of the animal. The Contracting Municipality will not be billed the contracted admission fee, but will be billed transport fees for claimed animals if assistance was provided at the scene of capture.

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

h. The Association shall be available when a Court order for the destruction of an animal is required. An on-site fee of $150.00 and a euthanasia and body disposal fee will be charged.

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

a. For municipalities & law enforcement: $92.00 per animal regardless of the time held by the Association. The fee for small mammals and exotic pets will be $40.00. **See Schedule A, Payment For Stray and Abandoned Animal Services**

b. Kitten and puppy litters will be billed at a special rate. A litter will be defined as one mother and her babies who were born together and/or babies who were born together but there is no evidence of a mother, and are no more than three months of age. The charge for a feline litter will be $92.00 for the mother and $10.00 for each baby or $40.00 for each baby without a mother. The charge for a canine litter will be $92.00 for the mother and $40.00 for each baby or $40.00 for each baby without a mother. **See Schedule A, Payment For Stray and Abandoned Animal Services**

c. The Association shall cooperate with the Contracting Municipality by following procedures required with respect to stray or surrendered animals that have bitten a member of the public. Said animals will be quarantined for ten days in accordance with the State Rabies Control Program, Wisconsin State Statutes Section 95.21(5)(b). **See Schedule B, Payment For Impound and Rabies Services**

d. Animals that are seized by law enforcement authorities and turned over to the Association for care and holding pending resolution of a court case will be billed at a special rate. **See Schedule B, Payment For Impound and Rabies Services**

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

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

IN WITNESS WHEREOF the Contracting Municipality and the Association

FOX VALLEY HUMANE ASSOCIATION, LTD

By:_____

Date:_____

"Municipality"

By:_____

Date:_____

SCHEDULE A

PAYMENT FOR STRAY AND ABANDONED ANIMAL SERVICES

1.0 FEES: Payment for the services identified in Section 4.0 shall be as follows:

Service Description	Animal Type	Cost
Admission of Stray/Abandoned Animal	Dogs, Cats, Roosters & Chickens	$92.00
	Feline Mother and Litter of Kittens	$92.00 Mother and $10.00 for Each Kitten
	Canine Mother and Litter of Puppies	$92.00 Mother and $40.00 for Each Puppy
	Small Mammals (Rabbits, Guinea Pigs, Hamsters, Mice, Etc.)	$40.00
	Farm Animals, Equine and Exotic (Excluding Roosters and Chickens)	TBD
Transport of Animal to FVHA as Requested by Law Enforcement, Municipal Leaders, Constables or ACO's	Trip Charge	$50.00
	Hourly Rate	$25.00/Hour
Humane Euthanasia and Cremation	All, Excluding Farm, Equine and Exotic	$150.00

SCHEDULE B

PAYMENT FOR IMPOUND AND RABIES SERVICES

1.0 FEES: Payment for the services identified in Section 4.0 shall be as follows:

Service Description	Animal Type	Cost
Admission of Impounded Animal	Dogs, Cats, Roosters and Chickens	$40.00
	Small Mammals (Rabbits, Guinea Pigs, Hamsters, Mice, Etc.)	$20.00
	Farm Animals, Equine and Exotics (Excluding Roosters and Chickens)	TBD
Daily Animal Care Services	Dogs, Cats, Roosters and Chickens	$25.00/day
	Small Mammals (Rabbits, Guinea Pigs, Hamsters, Mice, Etc.)	$10.00/day
	Farm Animals, Equine and Exotics (Excluding Roosters and Chickens)	TBD/day
10 Day Isolation for Rabies, Veterinary Monitoring and Observation	Dogs and Cats	$350.00
Rabies Submission Preparation (Includes Sample Prep, Shipping, Humane Euthanasia and Cremation)	Dogs and Cats	$450.00
Humane Euthanasia and Cremation	All, Excluding Farm, Equine and Exotic	$150.00
Transport of Animal to FVHA as Requested by Law Enforcement, Municipal Leaders, Constables or ACO's	Trip Charge	$50.00
	Hourly Rate	$25.00/Hour

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WB-13 VACANT LAND OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON September 18, 2024 **[DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)** STRIKE THOSE NOT APPLICABLE

The Buyer, The Village of Harrison, Calumet County, WI,
offers to purchase the Property known as Tax Parcel 39138

[e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or attach as an addendum per line 686] in the Village of Harrison,
County of Calumet Wisconsin, on the following terms:

PURCHASE PRICE The purchase price is Four Hundred Forty Thousand
Dollars ($ 440,000.00).

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

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

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

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

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

CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in an addendum per line 686.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before September 30, 2024.
Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

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

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

CLOSING This transaction is to be closed on October 30, 2024
at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

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

EARNEST MONEY

■ EARNEST MONEY of $ 0 accompanies this Offer.
If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
■ EARNEST MONEY of $ 0 will be mailed, or commercially, electronically or personally delivered within N/A days ("5" if left blank) after acceptance.
All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as) STRIKE THOSE NOT APPLICABLE (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

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

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

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

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

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: _____ _____. If "Time is of the Essence" applies to a date or Deadline, 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 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

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

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer signing this Offer and that is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and _____ _____ _____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

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

a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.

b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.

d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.

e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.

f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

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soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.

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 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.

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.

j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)

k. Existing or abandoned manure storage facilities located on the property.

l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment; remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose district, such as a drainage district, that has authority to impose assessments on the Property.

m. Proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division involving the Property without required state or local permits.

n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit and there are common areas associated with the Property that are co-owned with others.

o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.

p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements other than recorded utility easements.

q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment conversion charge; or payment of a use-value assessment conversion charge has been deferred.

r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar group of which the Property owner is a member.

t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the Property or to the use of the Property such as a joint driveway, liens, and licenses.

u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an existing condition.

v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other Defect or material condition.

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

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

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

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

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

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

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

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

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

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

PROPERTY DEVELOPMENT WARNING: If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

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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

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

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

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

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

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

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

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____ _____ (list any Property component(s) to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

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

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

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

This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers 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 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

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

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

If Seller has the right to cure, Seller may satisfy this contingency by:

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

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

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

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sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

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

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

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

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

■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or,

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

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

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

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

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

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

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

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

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

(2) _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

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report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:
(1) Seller does not have the right to cure; or
(2) Seller has the right to cure but:
(a) Seller delivers written notice that Seller will not adjust the purchase price; or
(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.
NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.
☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____ no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.
☐ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____hours ("72" if left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:
(1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
(2) Written waiver of _____ (name other contingencies, if any); and
(3) Any of the following checked below:
☐ Proof of bridge loan financing.
☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.
Other: _____
[insert other requirements, if any (e.g., payment of additional earnest money, etc.)]
☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.
HOMEOWNERS ASSOCIATION If this Property is subject to a homeowners association, Buyer is aware the Property may be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE ONE ("Buyer" if neither is stricken).
CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and _____.
CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:
☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.
☐ Current assessment times current mill rate (current means as of the date of closing).
☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
☐ _____.
CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.
☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on 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

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

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein),** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land Disclosure Report and in this Offer, general taxes levied in the year of closing and _____ _____ _____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

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

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

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

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

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

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

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are _____ _____ _____. Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

DEFINITIONS

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

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

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registered mail or make regular deliveries on that day.

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

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

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

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

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

INCLUSION OF OPTIONAL PROVISIONS Terms of this Offer that are preceded by an OPEN BOX (☐) are part of 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.

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

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

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

MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier 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 ordinary wear and tear.

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

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

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in 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 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL PROVISIONS/CONTINGENCIES Buyer's obligations under this OTP are contingent upon Village Board approval. Both Parties' obligations hereunder contingent upon Seller acquiring title to Property by September 22, 2024. Seller shall use Seller's best efforts to acquire title to Property within said time frame. Property shall be vacant and all personal property removed prior to Closing.

Buyer's obligations are contingent upon conducting a Phase 1 Environmental Analysis and receiving an expert report revealing no adverse conditions.

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DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 688-683.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 670 or 671.

Name of Seller's recipient for delivery, if any: Scott De Witt

Name of Buyer's recipient for delivery, if any: Chad Pelishek w/ copy to Atty Andrew Rossmeissl

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

Seller: (_____) _____ Buyer: (_____) _____

[ ] (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 679 or 680.

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

Address for Seller: _____

Address for Buyer: _____

[X] (5) Email: electronically transmitting the document or written notice to the email address.

Email Address for Seller: flashdewitt@gmail.com

Email Address for Buyer: cpelishek@harrison-wi.org w/ copy to arossmeissl@herrlingclark.com

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

[ ] **ADDENDA:** The attached _____ is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] Attorney Andrew J. Rossmeissl, Herrling Clark Law Firm

(x) Allison Blackmer 10-4-2024

Buyer's Signature▲ Print Name Here▶ Village of Harrison by: Allison Blackmer, Village President Date▲

(x) Vicki L. Tessen 10-4-2024

Buyer's Signature▲ Print Name Here▶ Village of Harrison by: Vicki Tessen, Village Clerk Date▲

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER. Dercks DeWitt II, LLC

DocuSigned by:

(x) Scott DeWitt 10/7/2024

085CFBCB7A824E7...

Seller's Signature▲ Print Name Here▶ By: Scott DeWitt, Member Date▲

(x) _____

Seller's Signature▲ Print Name Here▶ Date▲

This Offer was presented to Seller by [Licensee and Firm] _____

_____ on _____ at _____ a.m./p.m.

This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____

Seller Initials▲ Date▲ Seller Initials▲ Date▲

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IN FOCUS

June 14, 2022

Postal Primer: ZIP Codes and Boundary Review Process

The United States Postal Service (USPS) establishes postal ZIP codes to assist in the efficient sorting and routing of mail. As of March 5, 2022, there were 41,683 ZIP codes in the United States.

This In Focus provides a brief history of postal ZIP codes and information on the processes to establish a new ZIP code or change existing ZIP code boundaries.

Postal and Nonpostal Use of ZIP Codes

USPS developed postal ZIP codes to facilitate automated sorting of mail. However, researchers and data analysts frequently turn to ZIP codes as a tool for organizing and presenting data. For example, public opinion pollsters often ask respondents for their ZIP codes so that survey data may be weighted by geographic region. Auto insurance premiums are typically based, in part, on traffic and crime statistics within a customer's ZIP code. Postal ZIP codes do not always align with recognized municipal boundaries. This is because ZIP code boundaries are based on mail routes and delivery points rather than geographic factors.

History of Postal ZIP Codes

The U.S. Post Office Department, predecessor to USPS, developed a zoning address system in 1943 as a way to make sorting and delivery of mail easier. The first postal zones were one to two digits and used in large cities only. Between 1943 and 1963, mail volume doubled. To handle the increased volume, the Post Office Department introduced the Zoning Improvement Plan (ZIP) to improve the efficiency of mail sorting and delivery.

In July 1963, the Post Office Department introduced nationwide five-digit ZIP codes and began a marketing and education campaign using a cartoon letter carrier, Mr. ZIP.

Figure 1. Mr. ZIP

Source: USPS, "Postal History," https://about.usps.com/who/profile/history/pdf/mr-zip.pdf.

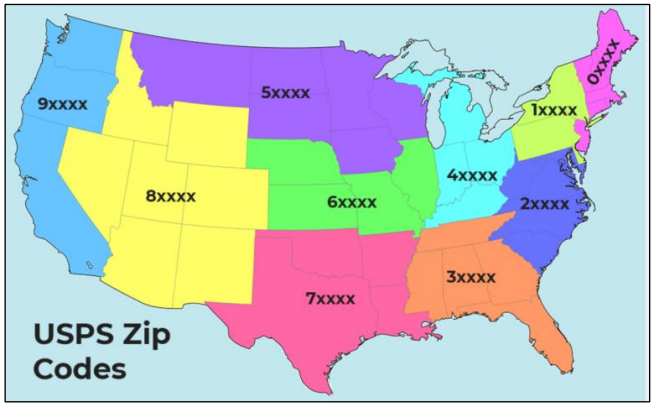
The goal of the campaign was to familiarize the public with the new postal ZIP codes and encourage customers to use ZIP codes consistently when addressing their mail.

In 1983, USPS introduced ZIP+4 codes, which allow mail to be further sorted by block, street, or building.

Components of a Postal ZIP Code

According to USPS, the first number of a ZIP code represents a broad geographic area (see **Figure 2**). For example, ZIP codes for addresses in the Northeast begin with "0" and ZIP codes on the West coast begin with "9." The next two numbers represent regional areas, while the last two represent specific post offices or postal zones. Generally, the first three numbers of a ZIP code correspond to the USPS Sectional Center Facility that processes and distributes mail for the geographic area.

Figure 2. USPS ZIP Code Map



Source: USPS, "Postal Facts."

Customers may look up ZIP codes by address (or cities by ZIP code) using the USPS ZIP Code lookup tool at https://tools.usps.com/zip-code-lookup.htm.

ZIP Code Boundary Review Process

USPS may establish a new ZIP code based on an internal review of ZIP code assignments. Alternatively, USPS may establish a new ZIP code following a ZIP code boundary review that was initiated by a request from the public. Requests to change existing ZIP code boundaries are subject to the same process.

The 2016 USPS "Management Instruction: ZIP Code Boundary Review Process" outlines USPS's policies to consider and, if possible, accommodate requests to modify ZIP code boundaries or change the last lines of an address (e.g., the city or town name). According to USPS, ZIP code assignments depend largely on delivery areas and postal routes and may not correspond to municipal or perceived community boundaries.

Submission of Documentation

The ZIP Code Boundary Review Process requires any municipality or community group seeking a ZIP code change to submit the request in writing to the USPS district manager who is responsible for the area along with any rationale and justification. Alternatively, requests may be

submitted to a local postmaster, who will forward the request and accompanying documentation to the district manager.

The local postmaster is not the decisionmaker in this process. Instead, the district manager is to identify all relevant issues and potential solutions to them, quantify the specific operational impacts and feasibility of the request, meet with the group of proponents to discuss issues and explain potential alternatives, and provide a final determination within 60 days of receiving the request.

Factors Considered

When considering a request for a new ZIP code, USPS considers factors that may affect its capacity to efficiently deliver mail, such as estimated growth in the number of delivery points. USPS encourages proponent groups to provide documentation of anticipated business and retail developments that may require new delivery points or increase mail volume in the area.

The 2016 Management Instruction suggests that community requests to change existing ZIP code boundaries be consistent with formally established municipal boundaries. USPS suggests that proponents provide documented endorsement of the request from local government officials.

After a municipality or community group has submitted a request to USPS, the district manager will identify internal and external issues, including

- whether the requested boundary is "cohesive and manageable" for mail delivery,
- if the revised or new boundary would create duplicate street addresses within a single ZIP code,
- if existing facilities can accommodate the change, and
- how the change might impact timeliness of mail delivery and customer satisfaction.

The district manager will estimate the workhours and costs associated with the proposal, including changes in daily mileage for mail carriers, new facilities or equipment that may be required, costs to reprogram automated mail sorting equipment, and costs of handling misdirected mail.

Generally, USPS limits its consideration to factors that involve mail delivery. However, USPS will reasonably consider factors related to community identity, particularly if the request is from an undeveloped or newly developed area.

Survey of Affected Customers

If USPS considers granting the request, the local postmaster will arrange a meeting with the proponent group to discuss USPS's proposed accommodation. If an agreement is reached with the group, USPS will commission a formal survey of customers who would be affected by the proposed change. The survey informs customers of the nature and scope of the proposed change (e.g., town name and/or ZIP code) and the implementation date. A simple majority of the survey respondents is adequate for approval.

Determination

When a request is approved, USPS will notify affected customers by mail. Generally, USPS provides customers with a one-year transition period during which they may use the old or the new ZIP code. Customers who continue to use their old ZIP code after one year may experience delivery delays due to misdirected mail.

The district manager must notify the proponent group in writing if its ZIP code request was denied. The notification must include specific justifications for the denial, must be based on the results of the analysis, and must advise the proponent group of the appeal process.

ZIP Code Boundary Appeal Process

The proponent group may appeal to headquarters if the ZIP code request is denied. Any appeals must be submitted within 45 days of the district manager's final decision. Adverse decisions may be appealed, except in cases where a ZIP code request was denied because of the results of the customer survey. The USPS Manager, Rural Delivery, handles all appeals, including those from urban and suburban areas. Appeals should be submitted to:

Manager, Rural Delivery
U.S. Postal Service
475 L'Enfant Plaza, SW, Room 7416
Washington, DC 20260-7340

Alternative Accommodations

A compromise solution that does not involve changing USPS's existing delivery structure is to allow customers to use an alternative city name while keeping the same ZIP code. This situation most commonly occurs when multiple communities fall within the boundaries of a single ZIP code. According to USPS, alternative administrative solutions such as this should be pursued "to the extent reasonably practicable." USPS further states that a ZIP code boundary change should be considered only in cases where there is no reasonable administrative option.

Designating a ZIP Code by Statute

Congress may introduce legislation that, if enacted, would require USPS to create a single ZIP code for a specified community. The most recent example of a ZIP code created by statute occurred in 2006 as part of the Postal Accountability and Enhancement Act (P.L. 109-435). Section 1009 of the act required the creation of unique ZIP codes for (1) Auburn Township, OH; (2) Hanahan, SC; (3) Bradbury, CA; and (4) Discovery Bay, CA.

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