

AGENDA
VILLAGE BOARD MEETING
Tuesday, February 9, 2021 at 7:30 p.m.
Jackson Village Hall
N168 W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Village Citizen Comment on an Agenda Item (Please Sign In)
4. Planned Unit Development – Final Plat – Home Path Financial LP-Morning Meadows Subdivision – Phase 1
(Plan Commission Draft Minutes)
5. Planned Unit Development – Special Use – Joseph & Jennifer Serio – Attached Garage
(Plan Commission Draft Minutes)
6. Conditional Use Permit – Special Use – Design to Construct – Custom Service Hardware
(Plan Commission Draft Minutes)
7. Planned Unit Development – Design to Construct – Spec Building – N172 W21843-53 Northwest Passage
(Plan Commission Draft Minutes)
8. Fourteenth-Amended Agreement for the Operation of Mid-Moraine Municipal Court
9. Approval of Minutes for the Village Board Meeting of January 12, 2021.
10. Approval of Licenses
 - Operators Licenses:
 - East Side Mart, Main Street Mart & The Village Mart: Arthur J. Amend, Dominic J. Busalacchi, Dequon M. Garrett, James H. Klukaczewski
11. Budget & Finance Committee
 - EMS Service Invoice – Mary A. Pitz
 - Resolution #21-06 – Resolution Awarding the Sale of \$8,135,000 General Obligation Public Safety Building Bonds, Series 2021A
 - Pay Request #10 – Municipal Complex Building
 - Pay Request #3 – 2020 Road and Utility Project – Wondra Construction
 - Pay Request #5 – Spruce Street & Ridgeway Drive Extension – TIF #7
 - RFP for 2021 Willow Ridge Drive Reconstruction Project

12. Plan Commission
 - Concept Plan – Andrew & Stacey Loosen – Attached Garage & Detached Garage
(Plan Commission Draft Minutes)
13. Board of Public Works
 - No Recommendations
14. Joint Parks & Recreation
 - No Recommendations
15. Village Municipal Complex – Update – Cedar Corp
16. West Bend School District Report
17. Washington County Board Report
18. Greater Jackson Business Alliance Report
19. Departmental Reports
20. COVID-19 Update
21. Succession Planning
22. Citizens to Address the Village Board
23. Future Agenda Items
24. Adjourn

Persons with disabilities requiring special accommodations for attendance at the meeting should contact the Village Hall at least one (1) business day prior to the meeting.

DRAFT MINUTES
PLAN COMMISSION MEETING
Thursday, January 28, 2021 at 7:00 p.m.
Jackson Village Hall
N168 W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call

Pres. Schwab called the meeting to order at 7:00 p.m.

Members Present: Pres. Schwab, Tr. Kruepke, Jon Molkentin, Dan Reik and Jon Weil

Members Absent: Keith Berben and Tr. Emmrich

Village Board Member Present: Tr. Heckendorf

Staff Present: Collin Johnson, Jen Keller and Jilline Dobratz

2. Approval of Minutes for the Plan Commission Meeting of December 3, 2020

Motion by Dan Reik, second by Jon Molkentin to approve the Plan Commission minutes of December 3, 2020.

Vote: 5 ayes, 0 nays. Motion carried.

3. Certified Survey Map – Rod & Chantel Massie – N160 W19270 Sherman Road

Pres. Schwab commented this was referred from the last Plan Commission meeting. Additional information has not been submitted.

Motion by Pres. Schwab, second by Tr. Kruepke refer the Certified Survey Map – Rod & Chantel Massie – N160 W19270 Sherman Road to a future meeting as information as submitted.

Vote: 5 ayes, 0 nays. Motion carried.

4. Planned Unit Development – Final Plat – Home Path Financial LP-Morning Meadows Subdivision – Phase 1

Ed Woodland, Home Path Financial LP, was present to answer any questions. The site improvements are complete, and they are ready to start building homes.

Motion by Jon Weil, second by Dan Reik to recommend Village Board approve the Planned Unit Development – Final Plat – Home Path Financial LP-Morning Meadows Subdivision – Phase 1.

The timeline for the subdivision phases were given by Ed Woodland.

Vote: 5 ayes, 0 nays. Motion carried.

5. Planned Unit Development – Special Use – Joseph & Jennifer Serio – Attached Garage

Joseph Serio was present to answer questions. Collin Johnson gave background information.

Motion by Jon Molkentin, second by Pres. Schwab to recommend Village Board approve the Planned Unit Development – Special Use – Joseph & Jennifer Serio – Attached Garage.

Vote: 5 ayes, 0 nays. Motion carried.

6. Concept Plan – Andrew & Stacey Loosen – Attached Garage & Detached Garage

Andrew Loosen was present and provided background information. Garages are all for personal use vehicles and equipment. Collin Johnson summarized the three variances; one to build a secondary garage, two to exceed the height of an accessory structure and three to exceed the maximum square footage of a garage.

Motion by Pres. Schwab, second by Dan Reik to recommend Village Board approve the Concept Plan – Andrew & Stacey Loosen – Attached Garage & Detached Garage as presented.

Discussion ensued on the detached garage, when it would be built, the size of the lot and the height of the garage.

Motion amended by Pres. Schwab, second by Dan Reik to recommend Village Board approve the Concept Plan – Andrew & Stacey Loosen – Attached Garage and Detached Garage as presented with a sunset that the permit would be pulled by February 1, 2024 along with Plan Commission and Village Board approval prior to construction.

Vote: 5 ayes, 0 nays. Motion carried

7. Conditional Use Permit – Special Use – Design to Construct – Custom Service Hardware

Mark Hertzfeldt, Design 2 Construct, was present and provided background information. The building was purchased from Quality Stamping and the building will be brought back to its full capacity it was originally designed for. This is a large expansion of the business; they are relocating from Cedarburg.

Motion by Jon Weil, second by Tr. Kruepke to recommend Village Board approve the Conditional Use Permit – Special Use – Design to Construct – Custom Service Hardware as presented.

Vote: 5 ayes, 0 nays. Motion carried

8. Planned Unit Development – Design to Construct – Spec Building - N172 W21843-53 Northwest Passage

Mark Hertzfeldt, Design 2 Construct, was present and provided information. It is a multi-tenant building with truck access on both sides and will be painted precast.

Motion by Pres. Schwab, second by Tr. Kruepke to recommend Village Board approve the Planned Unit Development – Design to Construct – N172 W21843-53 Northwest Passage as presented.

Mark Hertzfeldt explained the lighting of the building and parking area.

Vote: 5 ayes, 0 nays. Motion carried

9. Citizens to Address the Plan Commission

None.

10. Adjourn

Motion by Pres. Schwab, second by Tr. Kruepke to adjourn.

Vote: 5 ayes, 0 nays. Meeting adjourned at 7:33 p.m.

Respectfully submitted,
Jilline Dobratz, *CMC/WCMC*
Village Clerk

MID-MORAINÉ MUNICIPAL COURT
SERVING COMMUNITIES IN WASHINGTON & OZAUKEE COUNTIES

January 20, 2021

Mr. Albert Schulteis
Town Chairman
Town of Polk
3680 STH 60
Slinger, WI 53086

Mr. Schulteis,

On Monday, January 11, 2021, the Mid-Moraine Municipal Court Administrative Committee passed a Motion to add the Town of Polk as a member municipality.

Enclosed is a copy of the Fourteenth-Amended Agreement for the Operation of the Mid-Moraine Municipal Court. The following must be completed before the town officially becomes a member (samples of the Ordinance and Bond Schedule are included with this letter):

- Create an Ordinance for the joining of the Mid-Moraine Municipal Court with a copy being sent to the Mid-Moraine Municipal Court by April 15, 2021.
- Create a Bond Schedule outlining the Ordinance Violations and bond amounts for each violation with a copy being sent to the Mid-Moraine Municipal Court by April 15, 2021.
- Passage of the Agreement with the dated/signed signature page returned by March 31, 2021.
- Payment of \$809.60 being made to the Mid-Moraine Municipal Court by March 15, 2021.

The Municipal Court is planning on scheduling *two court sessions in 2021* for the Town of Polk. The dates are Wednesday, October 13, 2021, and Wednesday, December 15, 2021. The court time will be at 3:00 p.m. and court will be held at the Jackson Village Hall. If a scheduled court date is not used, we will remove it from our calendar.

It is my understanding that the Washington County Sheriff's Department will continue to issue ordinance citations for the Town of Polk and provide a Deputy when court is scheduled. Please contact Sheriff Martin Schulteis at 262-335-4388 to discuss the details regarding court and the issuance of citations.

Sincerely,

Kathleen Buth
Municipal Court Clerk

Enclosures

cc: Town Attorney Matt Parmentier (via email with enclosures)
Town Clerk Sandra Rotar (via email)
Washington County Sheriff Martin Schulteis (via email)
Municipal Court Administrative Committee members (via email)
Hon. Christine E. Ohlis, Municipal Court Judge (via email)

Christine E. Ohlis, Municipal Court Judge
Administrative Office

~~THIRTEENTH~~**FOURTEENTH**-AMENDED AGREEMENT
FOR THE OPERATION OF THE
MID-MORAINÉ MUNICIPAL COURT
(§66.0301, *Wisconsin Statutes*)

This Agreement is entered into by and between the City of Cedarburg, Village of Germantown, Village of Grafton, City of Hartford, Town of Hartford, Village of Fredonia, Village of Jackson, Village of Kewaskum, City of Mequon, Village of Newburg, Town of Polk, City of Port Washington, Village of Saukville, Village of Slinger, Village of Thiensville, Town of Trenton, and City of West Bend, municipal corporations organized and existing under the laws of the State of Wisconsin hereinafter called the “Member Municipalities”. The Member Municipalities contract and agree as follows:

1. GENERAL. The Municipal Court shall be organized and shall operate pursuant to the *Wisconsin Statutes*, the ordinances adopted by the Member Municipalities, and the terms of this Agreement. In the event of conflicts, the provisions of the *Wisconsin Statutes* shall govern.
2. ORGANIZATION. Except for matters required by statutes to be determined by the respective governing bodies of Member Municipalities, the general operation of the court shall be by the Judge and the Court Administrative Committee.
3. COURT ADMINISTRATIVE COMMITTEE.
 - (a) **Composition**. The Court Administrative Committee shall be comprised of one representative of each Member Municipality, who shall be appointed by the mayor, president, or chairman of the Member Municipality, subject to confirmation by the municipality’s governing body. In order to assure participation and continuity of representation, each Member Municipality may provide for an alternate representative who shall act on committee matters in the absence of the representative. Neither the representative nor the alternative representative of a Member Municipality shall be a police officer for the municipality or an attorney representing the municipality.
 - (b) **Powers and Duties**. The Administrative Committee shall have general control over the operation of the court, except where such control is specifically granted to the Judge or the governing bodies by statute, in which case the Administrative Committee shall be a recommending agency. The Administrative Committee shall be responsible for the selection of the Clerk of the Municipal Court, subject to appointment by the Judge. The Administrative Committee shall recommend to the governing bodies for determination the salary of the Judge and the number and salary of the Clerks and/or Deputy Clerks. The Administrative Committee shall cause appropriate bank accounts to be established for the deposit of all fees, forfeitures, assessments, and costs paid into the court and shall adopt appropriate accounting procedures to ensure the proper handling of said funds. The Administrative Committee shall, with the assistance of the Clerk and Judge, prepare an annual budget for the operation of the court.
 - (c) **Procedure and Voting**. The Court Administrative Committee shall be governed by *Robert’s Rules of Order Revised*. A majority of the ~~voting~~ members of the committee shall constitute a quorum. A majority vote ~~of all the voting members~~ shall be required to adopt any motion or resolution.

- (d) **Voting Members.** The duly appointed and confirmed representative or alternate representative of each Member Municipality ~~which meets or exceeds a citation volume of two percent (2%) of the court's total citation volume for the preceding calendar year~~ shall be a permanent voting member of the Court Administrative Committee. ~~All other such representatives shall be non-voting members unless and until they accede to voting member status based upon the above volume criterion.~~
- (e) **Officers.** The Officers of the Court Administrative Committee shall consist of a President, Vice President, Treasurer and Deputy Treasurer.
- (f) **Term.** Officers shall serve a term of two years. No member may serve in the same office for more than one term, except the Treasurer and Deputy Treasurer who may serve for two consecutive terms. The term of office of each Officer shall begin on July 1 and end on June 30.
- (g) **Compensation.** Officers shall serve without compensation.
- (h) **Nominating Committee.** On or before February 15 of each year the President shall appoint a Nominating Committee consisting of three representatives on the Court Administrative Committee. The Nominating Committee shall endeavor to provide at least two candidates for each open seat, except the Nominating Committee need not find two candidates for a seat held by an incumbent that is seeking reelection.
- (i) **Election of Officers.** Officers shall be elected by the Court Administrative Committee at their Spring meeting.
- (j) **Vacancies.** Vacancies in any Officer position shall be filled by the Court Administrative Committee. Any person filling an unexpired term of an Officer may serve in that same capacity until June 30 when the term expires.
- (k) **Duties of the President.** The President shall preside at all meetings of the Court Administrative Committee; perform the duties customary to that office; appoint members of the standing committees; appoint such special committees as are necessary for the proper functioning of the Court Administrative Committee.
- (l) **Duties of the Vice President.** The Vice President shall act as President in the event of the President's absence or inability to serve and during any period in which the office of President is vacant. The Vice President shall become President after the President's term is completed.
- (m) **Duties of Treasurer.** The Treasurer shall act as Treasurer of the Court Administrative Committee; perform the duties customary to that office.
- (n) **Duties of Deputy Treasurer.** The Deputy Treasurer shall act as Treasurer in the event of the Treasurer's absence or inability to serve and during any period in which the office of Treasurer is vacant.

4. JUDGE'S SALARY. The salary of the Judge shall be set by a majority of the governing

bodies of Member Municipalities ~~having voting members~~ of the Court Administrative Committee.

5. COURT PERSONNEL.

- (a) **Clerk.** The selection of the Clerk of the Municipal Court shall be made by the Judge and Administrative Committee. The Clerk must be appointed by the Judge pursuant to *Wis. Stats.* §§755.01 and 755.10.
- (b) **Compensation.** The salary and fringe benefits of the Clerk and any other court personnel shall be established by a majority of the governing bodies of Member Municipalities ~~having voting members~~ of the Court Administrative Committee after recommendation of the committees.
- (c) **Administration.** The Judge, Clerk and any other court personnel shall be employees of the Municipal Court.

6. FORFEITURES, FEES, PENALTY ASSESSMENTS, AND COSTS. All forfeitures, fees, penalty assessment, domestic abuse assessment, and costs paid to the Municipal Court under a judgment before the Municipal Judge shall be paid to the respective municipal treasurers within seven (7) days after receipt of the money by the Municipal Judge or other court personnel. At the time of the payment, the Municipal Judge shall report to the treasurers the title of the action, the offense for which a forfeiture was imposed, and the total amount of the forfeiture, fees, penalty assessment, domestic abuse assessments, and costs if any. The treasurers shall disburse the fees, costs, and assessment as provided in *Wis. Stats.* §§165.87(2), 167.31(5), 346.655(2), 814.65(1), and 973.055(2). All jail assessments paid to the Municipal Court under a judgment before the Municipal Judge shall be paid to the respective county treasurers within seven (7) days after receipt of the money by the Municipal Judge or other court personnel. The municipal portions of the court costs, as provided in §§814.65(1), shall be maintained in the Municipal Court operational account. Any excess revenue over budgeted expenditures shall be disbursed at the end of the fiscal year. All forfeitures shall be disbursed at least monthly to the Member Municipality for which judgment was entered.

7. BUDGET PROCESS.

- (a) **Time and Approval.** The Clerk and the Judge shall submit a proposed budget to the Court Administrative Committee annually no later than ~~July-November~~ 15th of each year for the next succeeding year. ~~The voting members of the committee shall present the budget to their respective governing bodies for approval. It shall be approved annually no later than December 1st.~~ Approval by a majority of all of the Administrative Committee members governing bodies of Member Municipalities having voting members of the committee shall constitute approval of the budget.
- (b) **Court Costs.** The local share of the court costs required to be collected pursuant to *Wis. Stats.* §814.65(1) shall be applied to the expenses of the court as determined in the budget. The local share shall not be credited to a Member Municipality's account.

- (c) **Expenses.** The net expenses, whether denominated start-up expenses, capital expenditures, operating expenses, or otherwise, and including those charged under ¶5, after application of the local share of court costs, shall be paid by the Municipal Court, which shall in turn charge each of the Member Municipalities its share. Each Member Municipality's share shall be determined as follows:
- (1) For the year 1991, the shares shall be proportional to the populations of the Member Municipalities as estimated by the Wisconsin Department of Administration for 1989.
 - (2) For the year 1992, the shares shall be proportional to the populations of the Member Municipalities as determined by the 1990 federal census.
 - (3) For the year 1993, the shares shall be proportional to the populations of the Member Municipalities as estimated by the Department of Administration for 1992.
 - (4) For each year thereafter, the Administrative Committee shall determine a minimum amount to be paid by each municipality. The balance of the expenses shall be paid proportional to the number of citations and complaints filed with the court by each Member Municipality during the current calendar year, except as otherwise specifically provided below.
 - (5) For the year 1996, the Village of Grafton shall pay 11.54% and the City of Port Washington shall pay 13.61% of the net expenses of the court. Thereafter, the shares of those municipalities shall be determined based on the number of citations and complaints filed as provided above. In addition to the amounts payable under this paragraph, the Village of Grafton shall pay to the court \$4,214.01 in three annual installments of \$1,404.67 each; and the City of Port Washington shall pay to the court \$4,232.67 in three annual installments of \$1,410.89 each. The additional payments shall be made by January 15th of each of the years 1996, 1997, and 1998.
 - (6) In addition to the amounts payable under this paragraph, the Town of Erin shall pay to the court \$1,053.65 in three annual installments of \$351.22 each; the Village of Germantown shall pay to the court \$5,265.04 in three annual installments of \$1,755.01 each; the Town of Hartford shall pay to the court \$1,152.32 in three annual installments of \$384.11 each; the Village of Saukville shall pay to the court \$1,333.77 in three annual installments of \$444.59 each; and the Town of Trenton shall pay to the court \$1,381.52 in three annual installments of \$460.51 each. The additional payments shall be made by January 15th of each of the years 1999, 2000, and 2001.
 - (7) In addition to the amount payable under this paragraph, the Village of Newburg shall pay to the court \$984.03 in three annual installments of \$328.01 each. The payments shall be made by January 15th of each of the years 2001, 2002, and 2003.

- (8) In addition to the amount payable under this paragraph, the City of Cedarburg shall pay to the court \$6,144.18 in three annual installments of \$2,048.06 each. The payments shall be made by March 15th of each of the years 2003, 2004, and 2005.
- (9) In addition to the amount payable under this paragraph, the Village of Fredonia shall pay to the court \$819.95 in three annual installments of \$273.32 each. The payments shall be made by March 15th of each of the years 2006, 2007, and 2008.
- (10) In addition to the amount payable under this paragraph, the Village of Thiensville shall pay to the court \$2,150.02 in three annual installments of \$716.67 each. The payments shall be made by March 15th of each of the years 2010, 2011, and 2012.
- (11) In addition to the amount payable under this paragraph, the City of Mequon shall pay to the court \$10,780.80 in three annual installments of \$3,593.60 each. The payments shall be made by March 15th of each of the years 2011, 2012, and 2013.

(12) In addition to the amount payable under this paragraph, the Town of Polk shall pay to the court \$2,428.89 in three annual installments of \$809.64 each. The payments shall be made by March 15 of each of the years 2021, 2022, and 2023.

- 8. LOCATION OF SESSIONS. Each Member Municipality shall provide a place for the Judge to hold court, or it may authorize him or her to hold court in another Member Municipality at a convenient place. Court sessions shall be held exclusively in each such place at least once monthly and, to the extent reasonably possible, at a convenient time for the Member Municipality bringing the action.
- 9. CONTRACT ADMINISTRATION AND AMENDMENTS. The affirmative vote of a majority of all the governing bodies of Member Municipalities ~~having voting members~~ shall be required to adopt any resolution pertaining to the operation of the court.
- 10. WITHDRAWAL. Any Member Municipality may withdraw from this Agreement by giving notice in writing to the Judge no later than August 31st of any year. Upon giving such notice, the Member Municipality's participation in the Municipal Court shall terminate at the end of said year.
- 11. ADDITIONAL MEMBERS. Additional municipalities may become Member Municipalities under such condition as may be determined by the Court Administrative Committee upon approval by the governing bodies of all of the existing Member Municipalities.
- 12. TERM. This Agreement shall terminate as of April 30, 20~~51~~²⁴ for all Member Municipalities. Upon termination, any surplus of assets over expenses held by the court shall be distributed to the Member Municipalities in proportion to their contributions to the expenses of the court over the life of the Agreement. For purposes of this paragraph, Member Municipalities does not include those who withdraw under ¶10.
- 13. SURVIVAL OF OBLIGATIONS. The obligation to contribute to expenses under ¶7 and the right to receive distributions under ¶6 shall survive the withdrawal from or termination of the Agreement, except that a municipality which withdraws shall not be responsible for expenses incurred after its withdrawal.

This agreement as amended is effective on ~~January~~ May 1, 2021~~17~~.

CITY OF CEDARBURG

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

VILLAGE OF FREDONIA

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF GERMANTOWN

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF GRAFTON

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

CITY OF HARTFORD

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

TOWN OF HARTFORD

Approved on: _____

By: _____
[Name], Chairman

Attest: _____
[Name], Clerk

VILLAGE OF JACKSON

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF KEWASKUM

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

CITY OF MEQUON

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

VILLAGE OF NEWBURG

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

CITY OF PORT WASHINGTON

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

VILLAGE OF SAUKVILLE

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF SLINGER

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF THIENSVILLE

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

TOWN OF TRENTON

Approved on: _____

By: _____
[Name], Chairman

Attest: _____
[Name], Clerk

CITY OF WEST BEND

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

DRAFT MINUTES
Village Board Meeting
Tuesday, January 12, 2021 at 7:30 p.m.
Jackson Village Hall
N168 W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call

Pres. Schwab called the meeting to order at 7:30 p.m.

Members Present: Trustees Emmrich, Heckendorf, Kruepke, Lippold, Olson and Wells.

Staff Present: Collin Johnson, Jen Keller, Brian Kober, Kelly Valentino, Chief Vossekuil, John Walther and Jilline Dobratz.

Also Present: Phil Cosson, Ehlers

2. Pledge of Allegiance

Pres. Schwab led the assembly in the Pledge of Allegiance.

3. Any Village Citizen Comment on an Agenda Item

None.

4. Ceremonial Oath of Office – Jennifer Keller - Administrator

Village Clerk Dobratz conducted the Oath of Office for Administrator Jennifer Keller.

5. Committee Member Appointment and Administration of Oath of Office – Board of Public Works

Pres. Schwab would like to appoint Steve Schoen to finish the term ending in 2021. In the past, Steve has served on Plan Commission and has expressed interest in serving on the Board of Public Works. The Oath of Office will take place at a later date.

Motion by Pres. Schwab, second by Tr. Emmrich to nominate Steve Schoen to serve on the Board of Public Works with a term expiring in 2021.

Vote: 7 ayes, 0 nays. Motion carried.

6. Resolution #21-01 – Honoring John M. Walther for His Years of Service

Pres. Schwab read Resolution #21-01.

Motion by Pres. Schwab, second by Tr. Emmrich Resolution #21-01 – Honoring John M. Walther for His Years of Service.

Vote: 7 ayes, 0 nays. Motion carried.

7. Resolution #21-04 – Welcoming New Residents into the Village of Jackson

Pres. Schwab read Resolution #21-14

Motion by Pres. Schwab, second by Tr. Kruepke to approve Resolution #21-04 – Welcoming New Residents into the Village of Jackson.

Vote: 7 ayes, 0 nays. Motion carried.

8. Approval of Minutes for the Village Board Meeting of December 8, 2020 and Special Village Board Meeting of December 21, 2020

Motion by Tr. Emmrich, second by Tr. Lippold to approve the Village Board Minutes of December 8, 2020 and Special Village Board Meeting of December 21, 2020.

Vote: 7 ayes, 0 nays. Motion carried.

9. Approval of Licenses

- Operators Licenses:
 - East Side Mart, Main Street Mart & The Village Mart: McKell M. Grant, Charlie G. Nehmer, Misty M. Smith, Maxwell C. Werner
 - Latest Edition Saloon: Amanda R. Van AbelMotion by Tr. Olson, second by Tr. Heckendorf to approve the licenses as listed.
Vote: 6 ayes, 0 nays, 1 abstain (Tr. Kruepke). Motion carried.

10. Budget & Finance Committee

- Pay Request #9 – Municipal Complex Building
Motion by Tr. Wells, second by Tr. Emmrich to approve Pay Request #9 – Municipal Complex Building in the amount of \$1,091,109.82.
Vote: 7 ayes, 0 nays. Motion carried.
- Resolution #21-02 – Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$8,135,000 for Fire and Police Safety Building.
Phil Cosson of Ehlers gave background information. If given authorization tonight, the final winning bid will be brought for action next month. He explained the benefits of remaining bank qualified. There is a cost change of \$100,000.000 for the Burn Building, nothing else has been added. Additional funds will be needed for the rest of the project in March. A presale report was distributed and explained. The payments will be until 2040. In 2030 or later the debt can be prepaid or refinanced. The Village is rated A2, an official statement will be prepared, and a rating call will be held with Moody's. The goal is to maintain the A2 rating. It will be a competitive bond sale. The estimate to close on the proceeds is February 25, 2021. TID #4 is starting to be paid back.
Motion by Tr. Lippold, second by Tr. Emmrich to approve Resolution #21-02 – Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$8,135,000 for Fire and Police Safety Building.
Tr. Heckendorf inquired on the bond financing. Phil Cosson explained the debt cannot be paid down, we have three years to spend the money and it could also go into the Village's debt services fund.
Vote: 7 ayes, 0 nays. Motion carried.
- Resolution #21-03 – Resolution Providing for the Sale of \$8,135,000 General Obligation Public Safety Building Bonds, Series 2021A.
Motion by Pres. Schwab, second by Tr. Emmrich to approve Resolution #21-03 – Resolution Providing for the Sale of \$8,135,000 General Obligation Public Safety Bonds, Series 2021A.
Vote: 7 ayes, 0 nays. Motion carried.

11. Development Agreement – Morning Meadows – Home Path Financial LP

John Walther gave background information. The infrastructure of Phase 1 is in and the final lift of asphalt has to be accounted for in a letter of credit or an escrow account. Home Path Financial would like to start Phase 2 which is an additional 26 parcels. The final Phase 3 is north of the creek. Sam Jagodzinski of Home Path Financial was present and gave

information on the project. Phase 1 home construction is expected to start in April or May and Phase 2 in July or August depending on home sales.

Motion by Tr. Emmrich, second by Tr. Lippold to approve Development Agreement – Morning Meadows – Home Path Financial LP per staff comments.

Vote: 7 ayes, 0 nays. Motion carried.

12. Plan Commission

- No Recommendations

13. Board of Public Works

- No Recommendations

14. Joint Parks & Recreation

- Resolution #21-05 Adoption of the Parks, Recreation & Open Space Plan
Motion by Pres. Schwab, second by Tr. Olson to approve Resolution #21-05 Adoption of the Parks, Recreation & Open Space Plan.

Kelly Valentino gave a presentation with background information. The previous plan was approved in 2009, it was the second plan for the Village. That plan was a joint plan that included the Town of Jackson. After that approval, the next plan was put on hold due to changes between the Village and Town. The DNR understood and have been patient with them. After the mediated agreement between the Village and Town in 2018, it was decided that the Parks, Recreation & Open Space Plan would be separate from the Town. Having an approved plan allows the Village to apply for state and local grants which is essential. Pres. Schwab thanked Kelly for the presentation and thanked all the volunteers. Kelly thanked the active Friends Group for all the support, help and the relief of financial stress.

Vote: 7 ayes, 0 nays. Motion carried.

15. Village Municipal Complex – Update – Cedar Corp

Brian Kober stated the project is on schedule and will be done in mid-September. Furniture and office layouts will be discussed next. A tour can be set up with the contractor.

16. West Bend School District Report

None.

17. Washington County Board Report

None.

18. Greater Jackson Business Alliance Report

Tr. Heckendorf stated the next general membership meeting is next week at the Community Center. CJ Lewandowski will be the speaking on the real estate market in the area. The Business Alliance is rolling out a new website.

19. Department Reports

Chief Vossekuil showed the plaque from the Wisconsin Law Enforcement Accreditation Group for their Core Standards Verification for their three year renewal.

Kelly Valentino stated the 4k parent information night will be virtual on Thursday night. Monte Carlo night has been canceled.

Jilline Dobratz gave information on the February 16th Spring Primary Election for State Superintendent of Public Instruction. The polls will be open from 7:00 a.m. to 8:00 p.m. at Village Hall. Absentee voting starts February 2nd and continues until February 12th.

Brian Kober reported the garbage and recycling containers are being delivered by the Village again. They have had no issues with plowing in the new attachment. Dan Rathke, Water Utility Supervisor, retired after 30 years with the Village. Jeff Kreutzinger is now in that position. Joe Serio has transferred from the Street Department to the Water Department and Austin Kison was hired for the Street Department.

Jen Keller commented she is focusing on meetings and is encouraging one on one meetings with the Board members.

John Walther has had meetings with Jen over the last several weeks. He thanked the Board for support over the years. The Village is moving along and is more financially stable. He thanked all of the staff for being supportive throughout all the years.

20. COVID-19 Update

Tr. Emmrich thanked the Fire Department for hosting Washington County COVID vaccinations.

21. Succession Planning

Kelly Valentino commented this will be worked on with Jen Keller.

22. Citizens to Address the Village Board

None.

23. Future Agenda Items

Tr. Emmrich would like to see an employee recognition plan and evaluation policy.

24. Closed Session pursuant to Wis. Stats. §19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

Motion by Pres. Schwab, second by Tr. Lippold to convene into closed session at 8:46 p.m. to include the Village Board, the outgoing Village Administrator, the incoming Village Administrator, and the Police Chief.

Roll Call Vote: 7 ayes, 0 nays. Motion carried.

Motion amended by Pres. Schwab, second by Tr. Lippold to convene into closed session at 8:46 p.m. to include the Village Board, the outgoing Village Administrator, the incoming Village Administrator, the Police Chief, and the Village Engineer.

Roll Call Vote: 7 ayes, 0 nays. Motion carried.

Reconvene into Open Session with Possible Action

Motion by Tr. Lippold, second by Tr. Olson to reconvene into open session at 9:16 p.m.
Vote: 7 ayes, 0 nays. Motion carried.
No action was taken in open session.

25. Adjourn

Motion by Pres. Schwab, second by Tr. Wells to adjourn.
Vote: 7 ayes, 0 nays. Meeting was adjourned at 9:16 p.m.

Respectfully submitted:

Jilline Dobratz, *CMC/WCMC*
Village Clerk

DRAFT

Licenses: February 9, 2021

Village Board Meeting

Name	Establishment	Police Chief Recommendation
OPERATOR'S LICENSES		
Arthur Amend	East Side Mart, Main Street Mart & The Village Mart	Approval
Dominic Busalacchi	East Side Mart, Main Street Mart & The Village Mart	Approval
Dequon M. Garrett	East Side Mart, Main Street Mart & The Village Mart	Approval
James Klukaczewski	East Side Mart, Main Street Mart & The Village Mart	Approval

RESOLUTION #21-06

RESOLUTION AWARDING THE SALE OF \$8,135,000 GENERAL OBLIGATION PUBLIC SAFETY BUILDING BONDS, SERIES 2021A

WHEREAS, on January 12, 2021, the Village Board of the Village of Jackson, Washington County, Wisconsin (the "Village") adopted an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed \$8,135,000 for the public purpose of paying the cost of construction of a combined fire and police safety building (the "Project") (the above-referenced initial resolution is referred to herein as the "Initial Resolution");

WHEREAS, on January 12, 2021, the Village Board of the Village also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bond issue authorized by the Initial Resolution be issued and sold as a single issue of bonds designated as "General Obligation Public Safety Building Bonds, Series 2021A" (the "Bonds") for the purpose of paying the cost of the Project;

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

WHEREAS, the Village is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation bonds for such public purposes;

WHEREAS, pursuant to the Set Sale Resolution, the Village has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the Village, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on February 9, 2021;

WHEREAS, the Village Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on February 9, 2021;

WHEREAS, the Village has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most

advantageous to the Village. Ehlers has recommended that the Village accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Village Board now deems it necessary, desirable and in the best interest of the Village that the Bonds be issued in the aggregate principal amount of \$_____.

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

Section 1. Ratification of the Notice of Sale and Offering Materials. The Village Board hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the Village and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of EIGHT MILLION ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$8,135,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Public Safety Building Bonds, Series 2021A"; shall be issued in the aggregate principal amount of \$8,135,000; shall be dated February 25, 2021; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on June 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2022. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on June 1, 2031 and thereafter are subject to redemption prior to maturity, at the option of the Village, on

June 1, 2030 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2021 through 2039 for the payments due in the years 2022 through 2040 in the amounts set forth on the Schedule.

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

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

Section 6. Segregated Debt Service Fund Account.

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

for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Public Safety Building Bonds, Series 2021A, dated February 25, 2021" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the Village above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed

Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

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

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

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

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

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the

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

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

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

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

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

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

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

Section 16. Payment of Issuance Expenses. The Village authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to Old National Bank at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

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

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

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

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

Adopted, approved and recorded February 9, 2021.

Michael E. Schwab
President

ATTEST:

Jilline Dobratz
Village Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on June 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 June 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on June 1, ____

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

For the Term Bonds Maturing on June 1, ____

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

For the Term Bonds Maturing on June 1, ____

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

For the Term Bonds Maturing on June 1, ____

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

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
WASHINGTON COUNTY
VILLAGE OF JACKSON
NO. R-____ \$_____
GENERAL OBLIGATION PUBLIC SAFETY BUILDING BOND, SERIES 2021A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
June 1, _____ February 25, 2021 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the Village of Jackson, Washington County, 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 June 1 and December 1 of each year commencing on June 1, 2022 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Bond is one of an issue of Bonds aggregating the principal amount of \$8,135,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions

of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of construction of a combined fire and police safety building, as authorized by resolutions adopted on January 12, 2021 and February 9, 2021. Said resolutions are recorded in the official minutes of the Village Board for said dates.

The Bonds maturing on June 1, 2031 and thereafter are subject to redemption prior to maturity, at the option of the Village, on June 1, 2030 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

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

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

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the Village appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

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

VILLAGE OF JACKSON
WASHINGTON COUNTY, WISCONSIN

By: _____
Michael E. Schwab
President

(SEAL)

By: _____
Jilline Dobratz
Village Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolutions of the Village of Jackson, Washington County, Wisconsin.

BOND TRUST SERVICES CORPORATION,
ROSEVILLE, MINNESOTA

By _____
Authorized Signatory

DRAFT

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)



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

W61 N497 Washington Avenue
Cedarburg, WI 53012
262-204-2360
800-472-7372
FAX 262-375-2688
www.cedarcorp.com

February 4, 2021

Village of Jackson
N168 W20733 Main Street
PO Box 637
Jackson, WI 53037

Attn: Mr. Brian Kober, P.E., Director of Public Works

Re: Contractor's Application for Payment No. 10
Municipal Complex
Project No. J05789-0002

Dear Mr. Kober:

Enclosed for your use in payment to Mike Koenig Construction Co., Inc. in the amount of \$704,138.51 is Contractor's Application for Payment No. 10.

Following your review and approval, please complete the application for payment forms within the areas reserved for the Owner. Thereafter, retain one copy for your records, provide the second copy to the Contractor with payment and provide the third copy to our office.

Should you have any questions, please feel free to contact me at our Cedarburg office.

Sincerely,

CEDAR CORPORATION

A handwritten signature in blue ink, appearing to read 'Douglas T. Kroes'.

Douglas T. Kroes
Senior Construction Manager

Enclosed: Contractor's Application for Payment No. 10
Lien Waivers – Application for Payment No. 9

Cc: Pete Schmoll, Project Manager – Mike Koenig Construction Co., Inc.

☐ Owner ☐ Engineer
☐ Contractor ☐ Funding Agency

Contractor's Application for Payment No. 10

Application Period: 1/1/2020 to 1/31/2021		Application Date: 1/26/2021	
To (Owner): Village of Jackson	From (Contractor):	Mike Koenig Construction Co., Inc.	
Project: Municipal Complex	Contract: B-20	Via (Engineer):	Cedar Corporation
Owner's Contract No:	Contractor's Project No: 200500	Engineer's Project No: J5789-0002	

Application For Payment Change Order Summary

Approved Change Orders			
Number	Additions	Deductions	
1	\$9,207.50		
2	\$89,762.17		
3		\$16,234.00	
4	\$16,392.00		
TOTALS	\$115,361.67	\$16,234.00	
NET CHANGE BY			
CHANGE ORDERS			\$99,127.67

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: 

Date: 2-3-21

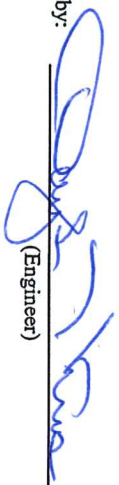
1. ORIGINAL CONTRACT PRICE..... \$ \$11,595,340.00
2. Net change by Change Orders..... \$ \$99,127.67
3. Current Contract Price (Line 1 ± 2)..... \$ \$11,694,467.67
4. TOTAL COMPLETED AND STORED TO DATE
(Column I total on Progress Estimates)..... \$ \$6,374,483.37
5. RETAINAGE:
 - a. 5% X \$6,252,497.66 Work Completed..... \$ \$312,624.88
 - b. 5% X \$121,985.71 Stored Material..... \$ \$6,099.29
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ \$318,724.17
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \$6,055,759.20
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$5,351,620.69
8. AMOUNT DUE THIS APPLICATION..... \$ \$704,138.51

Payment of:

\$ \$704,138.51

(Line 8 or other - attach explanation of the other amount)

is recommended by:

 (Engineer)

2/4/21 (Date)

Payment of:

\$ \$704,138.51

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

Funding or Financing Entity (if applicable)

(Date)

Progress Estimate - Lump Sum Work

Contractor's Application

Project: Municipal Complex		Application Number: 10							
Application Period: 1/1/2020 to 1/31/2021		Application Date: 1/26/2021							
Specification Section No.	A Description	B Scheduled Value (\$)	C Work Completed		D This Period	E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)		G Balance to Finish (B - F)
			From Previous Application (C+D)	% (F / B)					
General Conditions		\$280,000.00	\$114,000.00		\$26,000.00		\$140,000.00	50.0%	\$140,000.00
Bond		\$80,000.00	\$80,000.00				\$80,000.00	100.0%	
Site Utilities		\$225,200.00	\$225,200.00				\$225,200.00	100.0%	
Site Work		\$106,330.00	\$96,371.10				\$96,371.10	90.6%	\$9,958.90
Asphalt		\$213,247.00							\$213,247.00
Fencing		\$23,834.00							\$23,834.00
Landscaping		\$45,000.00							\$45,000.00
Concrete Foundations		\$180,000.00	\$180,000.00				\$180,000.00	100.0%	
Concrete Flatwork		\$515,000.00	\$118,252.37		\$119,850.00		\$238,102.37	46.2%	\$276,897.63
Precast Concrete		\$1,690,000.00	\$1,660,000.00		\$30,000.00		\$1,690,000.00	100.0%	
Masonry		\$325,000.00	\$260,000.00		\$16,250.00		\$276,250.00	85.0%	\$48,750.00
Structural Steel		\$780,000.00	\$624,000.00		\$43,274.00		\$667,274.00	85.5%	\$112,726.00
Carpentry		\$180,000.00							\$180,000.00
Cabinets		\$162,080.00							\$162,080.00
Insulation		\$5,165.00							\$5,165.00
Roofing		\$330,875.00	\$257,215.00		\$23,900.00		\$281,115.00	85.0%	\$49,760.00
EIFS		\$21,782.00							\$21,782.00
Caulking		\$15,000.00							\$15,000.00
HM & Wood Doors		\$206,860.00	\$45,330.00		\$18,972.00		\$64,302.00	31.1%	\$142,558.00
Aluminum Entrances		\$297,800.00			\$2,595.00		\$2,595.00	0.9%	\$295,205.00
Overhead Doors		\$304,999.00	\$53,043.28		\$6,656.72	\$121,985.71	\$181,685.71	59.6%	\$123,313.29
Gypsum Board Assemblies		\$543,000.00	\$113,028.00		\$170,000.00		\$283,028.00	52.1%	\$259,972.00
Flooring		\$217,739.00							\$217,739.00
Epoxy Flooring		\$49,669.00							\$49,669.00
Painting		\$153,577.00							\$153,577.00
Acoustic Ceilings		\$85,250.00							\$85,250.00
Specialties		\$80,000.00							\$80,000.00
Lockers		\$109,673.00							\$109,673.00
Mobil Storage Shelving		\$35,000.00							\$35,000.00
Furnishings - Blinds		\$7,245.00							\$7,245.00
Elevator		\$59,050.00	\$23,630.00		\$11,810.00		\$35,440.00	60.0%	\$23,610.00
Firehouse Lift		\$35,000.00	\$35,200.00		\$17,800.00		\$53,000.00	100.0%	
Firehouse Slide Pole		\$21,500.00							\$21,500.00
Mechanical HVAC		\$1,215,000.00	\$131,450.00				\$131,450.00	10.8%	\$1,083,550.00
Sprinklers		\$109,510.00	\$10,407.52				\$10,407.52	9.5%	\$99,102.48
Plumbing		\$613,850.00	\$430,000.00		\$20,000.00		\$450,000.00	73.3%	\$163,850.00
Electrical		\$1,146,400.00	\$562,576.00		\$67,105.00		\$629,681.00	37.5%	\$716,719.00
OH, Supervision & Profit		\$445,330.00	\$175,000.00		\$45,000.00		\$220,000.00	49.3%	\$225,330.00

Progress Estimate - Lump Sum Work

Contractor's Application

Project: Municipal Complex		Application Number: 10							
Application Period: 1/1/2020 to 1/31/2021		Application Date: 1/26/2021							
		Work Completed		E		F		G	
A		B		C		D			
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)	
		\$10,933,465.00	\$4,994,703.27	\$619,212.72	\$121,985.71	\$5,735,901.70		\$5,197,563.30	

WAIVER OF LIEN

January 26, 2021

For value received, we hereby waive **partial** rights and claims for lien on land and on Buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,
for **Village of Jackson** Owner
by **Mike Koenig Construction Co., Inc.**, contractor
for **Application No. 10 Invoice #10215 \$704,138.51** *contingent on payment*
same being situated in **Washington County, State of Wisconsin**, described as

Village of Jackson Municipal Complex
New facility
N168W19721 Main Street
Jackson, WI 53037

for all labor performed and for all material furnished for the erection, construction, alteration, repair of said buildings and appurtenances, upon receipt of payment.

MIKE KOENIG CONSTRUCTION CO., INC.


(Signature) 2-3-21
(Date)

NAME: Pete Schmoll
TITLE: Project Manager

UNCONDITIONAL WAIVER OF LIEN

February 2, 2021

For value received, we hereby waive partial rights and claims for lien on land and on Buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,
for **Village of Jackson** Owner
by **Mike Koenig Construction Co., Inc.**, contractor
for **Application #9 Invoice #10203 \$1,091,109.82** same being situated in **Washington County, State of Wisconsin**, described as

**Village of Jackson Municipal Complex
New facility
N168W19721 Main Street
Jackson, WI 53037**

for all labor performed and for all material furnished for the erection, construction, alteration, repair of said buildings and appurtenances.

MIKE KOENIG CONSTRUCTION CO., INC.



(Signature) 2-3-21
(Date)

NAME: Pete Schmoll
TITLE: Project Manager

WAIVER OF LIEN

Wednesday, February 3, 2021

For value received, we, hereby waive our rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for Village of Jackson owner, by Mike Koenig Construction Co contractor, for doors frames & hardware, same being situated in Washington County, State of Wisconsin, described as

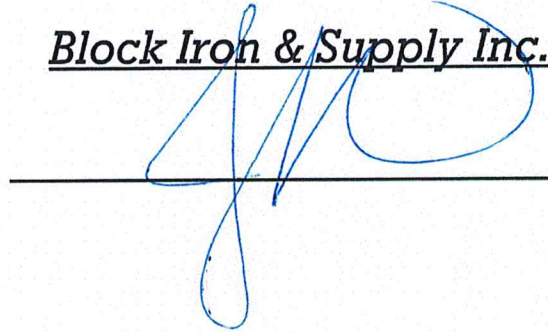
Jackson Municipal Complex

N168 W19721 Main St

Jackson WI 53037

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, Amount of \$38,172.00

Block Iron & Supply Inc.

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be the initials 'BIS' followed by a large loop.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Edgewater Plumbing, LLC
Name of Customer: Village of Jackson Municipal Complex
Job Location: N 1168 W 9721 Main St. Jackson WI 53073
Owner:
Through Date: December 2020

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ 123,500.00

Exceptions

This document does not affect any of the following:

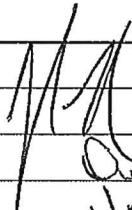
- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:


Owner
1/26/2021

UNCONDITIONAL LIEN WAIVER

STATE OF Wisconsin DATE 2/3/2021

COUNTY OF Waukesha

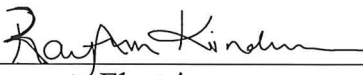
For value received, I hereby waive **partial** rights and claims for lien on land and on buildings about to be erected, erected, altered, or repaired and to the appurtenances thereunto,

For: Village of Jackson owner
Contractor: Mike Koenig Construction Co., Inc.
For: Electrical
 \$67,212.50

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

**Village of Jackson Municipal Complex
N168W19721 Main Street
Jackson, WI 53037**

for all labor performed and for all material furnished for the erection, construction, alteration, repair of said buildings and appurtenances.



Empower Electric

LIEN WAIVER (pursuant to §779.05, Wis. Stats)

☐ **ALL PAST AND FUTURE LIEN RIGHTS ARE WAIVED.** The undersigned waives all rights, claims and interest for liens on the Property for all labor, services, materials, plans, or specifications performed, furnished, procured or contracted for by and/or through the undersigned, or to be performed, furnished, procured, or contracted for by and/or through the undersigned, for the erection, construction, alteration or repair of building(s) and/or improvement(s) on the Property, including the appurtenances thereto.

☐ **ALL LIEN RIGHTS ARE WAIVED TO DATE.** The undersigned waives all rights, claims and interest for liens on the property described below ("Property") for all labor, services, materials, plans, or specifications performed, furnished, procured or contracted for by and/or through the undersigned for all time up to and including the date of _____, 20_____, for the erection, construction, alteration or repair of building(s) and/or improvement(s) on the Property, including the appurtenances thereto.

☒ **ONLY THE LISTED LIEN RIGHTS ARE WAIVED.** The undersigned waives the following rights, claims and interest for liens on the Property, for labor, services, materials, plans, or specifications performed, furnished, procured or contracted for by and/or through the undersigned for the erection, construction, alteration or repair of building(s) and/or improvement(s) on the Property, including the appurtenances thereto: for payments on

AIA invoice # 1 for contract 1398 for a total of
\$ 50,391.12

Owner of Property:	Jackson Municipal Complex
Property Address or Brief Legal Description:	N168 W19721 main st. JACKSON, WI 53037

Items for which the undersigned is NOT waiving lien rights against the Property (if nothing is identified, then the word "None" is deemed to be inserted): Balance to finish plus retainage

of \$ 220,508.88

The undersigned acknowledges that:

1. Pursuant to Section 779.05, Wis. Stats., the undersigned may refuse to furnish this waiver unless paid in full for the labor, services, materials, plans, or specifications to which this waiver relates.
2. Pursuant to Section 779.05, Wis. Stats., this waiver is valid and binding as a waiver whether or not consideration was paid for this waiver and whether or not this waiver is signed before or after the labor, services, materials, plans, or specifications were performed, furnished, or procured, or contracted for.
3. This is a waiver of lien rights against the Property only and not of any of undersigned's contract rights.
4. Failure to pay over monies received and due to others may result in civil and criminal liability.

Dated: Jan 28, 2021.

Reliable Door & Dock Inc
(COMPANY NAME)

Andrea Schwetzer
(SIGNATURE)

Andrea Schwetzer
(PRINTED NAME)

Accountant
(TITLE)

LIEN WAIVER

STATE OF Wisconsin DATE 1/26/2021
COUNTY OF Washington

For value received, I hereby waive **partial** rights and claims for lien on land and on buildings about to be erected, erected, altered, or repaired and to the appurtenances thereunto,

For: Village of Jackson, owner
Contractor: Mike Koenig Construction Co., Inc.
By: Kohel Drywall LLC
 Drywall labor & materials
 Invoice #1399-2 \$81,462.50

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

**Jackson Municipal Complex
N168 W19721 Main Street
Jackson, WI 53037**

for all labor performed and for all material furnished for the erection, construction, alteration, repair of said buildings and appurtenances.



Kohel Drywall LLC

PARTIAL UNCONDITIONAL WAIVER OF LIEN

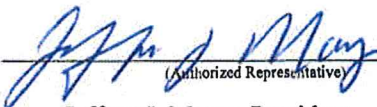
Date: January 26, 2021

FOR VALUE RECEIVED, the undersigned waives all rights and claims for lien including construction lien and/or lien on proceeds in the hands of owner or mortgagee, and/or claim on payment bond, if applicable, and relating to buildings about to be erected, being erected, altered or repaired and to the appurtenances thereunto:

for Village of Jackson Owner
by Mike Koenig Construction Contractor
for HVAC
(division of work)
being situated in Washington County
State of Wisconsin described
as Jackson Municipal Complex, N168 W19721 Main Street, Jackson, WI 53037

for all labor performed and for all material furnished through December 31, 2020 in the amount of
(Month and Year)
\$124,877.50 for the erection, construction, alteration or repair of said building and appurtenances.

J & H Heating, Inc.
(Company)

by 
(Authorized Representative)
Jeffrey J. Mayer, President
(Printed Name & Title)

J&H #2685 - Inv. J005997



STATE OF Wisconsin
COUNTY OF Waukesha

WAIVER OF LIEN TO DATE

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Mike Koenig Construction Co., Inc. to furnish Fire Protection for the premises known as Village of Jackson Municipal Complex of which Village of Jackson is the owner.

THE undersigned, for and in consideration of Two Thousand Seventy One and 00/100 Dollars (\$2,071.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Wisconsin, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 11/24/2020 COMPANY NAME TOTAL-Mechanical Inc.

ADDRESS W234 N2830 Paul Road, Pewaukee, WI 53072

SIGNATURE AND TITLE

Tara Davis
Tara Davis, Controller

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF Wisconsin

COUNTY OF Waukesha

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Tara Davis BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) Controller OF (COMPANY NAME) TOTAL-Mechanical Inc. WHO IS THE CONTRACTOR FURNISHING Fire Protection WORK ON THE BUILDING LOCATED AT N168 W19721 Main Street, Sussex, WI 53037 OWNED BY Village of Jackson

That the total amount of the contract including extras* is \$109,510.00 on which he or she has received payment of \$7,816.12 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL-Mechanical Inc.	Fire Protection	109,510.00	7,816.12	2,071.00	99,622.88
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

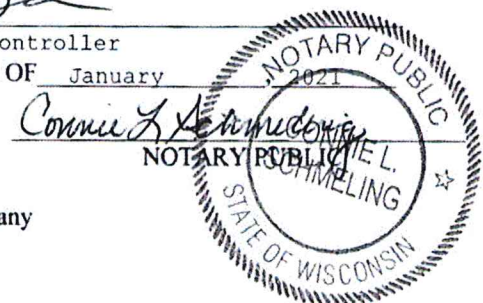
DATE January 25, 2021

SIGNATURE:

Tara Davis
Tara Davis, Controller

SUBSCRIBED AND SWORN TO BEFORE ME THIS 25th DAY OF January

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.





RELIDOO-03

BGOYER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vizance, Inc. 1320 Walnut Ridge Dr. Ste. 200 Hartland, WI 53029	CONTACT NAME: Erin Konkol	
	PHONE (A/C, No, Ext): (262) 563-5416	FAX (A/C, No):
	E-MAIL ADDRESS: ekonkol@vizance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Donegal Mutual Insurance Company	13692
INSURED Reliable Door & Dock, Inc. PO Box 278 N173W21130 Northwest Psge Jackson, WI 53037	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			CPP9315924	3/17/2020	3/17/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA9315924	3/17/2020	3/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CWA9315924	3/17/2020	3/17/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC9315924	3/17/2020	3/17/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equip			CPP9315924	3/17/2020	3/17/2021	Limit 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Village of Jackson Municipal Complex - N168 W19721 Main St Jackson wi 53037

CERTIFICATE HOLDER

CANCELLATION

Mike Koenig Construction Co., Inc.
3502 Behrens Pkwy.
Sheboygan, WI 53081

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE







WAIVER OF LIEN

Date: 1/25/2021

Upon receipt of \$244,354.25 we hereby waive partial rights and claims for lien on land and buildings about to be erected, altered or repaired and to the appurtenances thereunto.

For: Village of Jackson Owner

By: JT Rams LLC Contractor,

Reason: Labor and Materials

Same being situated in State of Wisconsin, describe

As located: Jackson Municipal Complex N168 W19721 Main Street, Jackson, WI 53037

For all labor performed and/or for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, including disposal unit except none.



Contractor Signature- Company- Title

Jonas Ghill - JT RAMS, LLC - owner

Print Contractor Name – Company - Title

STATE OF Wisconsin)
COUNTY OF Washington) ss

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Mike Koenig Construction Co., Inc.
to furnish architectural precast panels
for the premises known as Jackson Municipal Complex
of which Village of Jackson is the owner.

THE undersigned, for and in consideration of Two Hundred Eleven Thousand Six Hundred Eighty Two Dollars and Forty Four Cents
(\$211,682.44), and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and
release any and all lien or claim of, or right to, lien, under the statutes of the State of Wisconsin, relating to mechanics' liens, with respect to and on
said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys,
funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery,
furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS*, less retention & \$30,000.00.

DATE: November 30, 2020

COMPANY NAME: Stonecast Products, Inc.
ADDRESS: N112 W14343 Mequon Road, Germantown, WI 53022

SIGNATURE AND TITLE John Sonn, Controller

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF Wisconsin)
COUNTY OF Washington) ss

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, John Sonn BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS
Controller OF Stonecast Products, Inc.
WHO IS THE CONTRACTOR FOR THE architectural precast panels
WORK ON THE BUILDING LOCATED AT N168 W19721 Main Street, Jackson, WI 53037
OWNED BY Village of Jackson

That the total amount of the contract including extras* is \$1,764,047.57 on which he or she has received payment of \$1,434,162.74
prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable
to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for
said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and
the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to
plans and specifications.

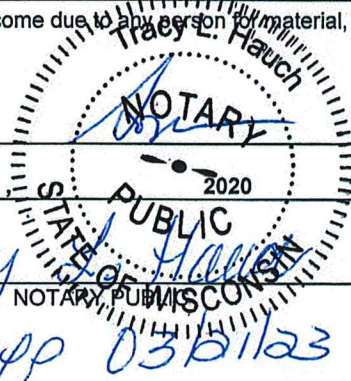
NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDNG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Stonecast Products, Inc. Germantown, WI 53022	architectural precast panels	\$ 1,764,047.57	\$ 1,434,162.74	\$ 211,682.44	\$ 118,202.39
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		\$ 1,764,047.57	\$ 1,434,162.74	\$ 211,682.44	\$ 118,202.39

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other
work of any kind done or to be done upon or in connection with said work other than above stated.

DATE: November 30, 2020 SIGNATURE: Tracy E. Hauch

SUBSCRIBED AND SWORN TO BEFORE ME THIS 30th DAY OF November, 2020

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.



UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Absolute Concrete LLC

Name of Customer: Mike Koenig Construction Co. Inc

Job Location: Jackson Municipal

Owner: Village Of Jackson

Through Date: 02/04/2020

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ 112,339.75

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature: *Samuel Mahay*

Claimant's Title: Representative

Date of Signature: 02/04/2020



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W61 N497 Washington Avenue
Cedarburg, WI 53012
262-204-2360
800-472-7372
FAX 262-375-2688
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December 3, 2020

Village of Jackson
N168 W20733 Main Street
PO Box 637
Jackson, WI 53037

Attn: Mr. Brian Kober, P.E., Director of Public Works

Re: Contractor's Application for Payment No. 3
2020 Road and Utility Project
Project No. 05789-0011

Dear Mr. Kober:

Enclosed for your use in payment to Wondra Construction, Inc. in the amount of \$130,430.40 is Contractor's Application for Payment No. 3.

Following your review and approval, please complete the application for payment forms within the areas reserved for the Owner. Thereafter, retain one copy for your records, provide the second copy to the Contractor with payment, and provide the third copy to our office.

Should you have any questions, please feel free to contact me at our Cedarburg office.

Sincerely,

CEDAR CORPORATION

A handwritten signature in blue ink, appearing to read 'Doug Kroes', written over the printed name.

Douglas T. Kroes
Senior Construction Manager

Enclosed: As Noted

Cc: Roger Thimm, Wondra Construction, Inc.

☒ Owner ☐ Engineer
☐ Contractor ☐ Funding Agency

Contractor's Application for Payment No. 3

Application Period: 11-01-20 - 11/30/20		Application Date: 11/30/2020
To (Owner): Village of Jackson	From (Contractor): Wondra Construction, Inc.	Via (Engineer): Cedar Corporation
Project: 2020 Road and Utility Project	Contract: Roger Thimm	
Owner's Contract No: C-20	Contractor's Project No:	Engineer's Project No: 05789-0011

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$17,610.00	
TOTALS	\$17,610.00	
NET CHANGE BY CHANGE ORDERS	\$17,610.00	

1. ORIGINAL CONTRACT PRICE.....	\$	\$458,548.12
2. Net change by Change Orders.....	\$	\$17,610.00
3. Current Contract Price (Line 1 + 2).....	\$	\$476,158.12
4. TOTAL COMPLETED AND STORED TO DATE (Column 1 total on Progress Estimates).....	\$	\$447,741.81
5. RETAINAGE:		
a. 5% X \$447,741.81 Work Completed.....	\$	\$22,387.09
b. 5% X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$22,387.09
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$425,354.72
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$294,924.32
8. AMOUNT DUE THIS APPLICATION.....	\$	\$130,430.40

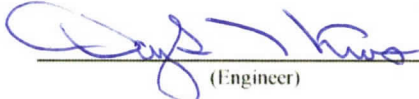
Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Roger Thimm Date: 11-30-2020

Payment of: \$ \$130,430.40
(Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) 12/3/20 (Date)

Payment of: \$ \$130,430.40
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)

Unit Price Progress Estimate

Contractor's Application

Project: 2020 Road and Utility Project							Application Number: 3						
Application Period: 11-01-20 - 11/30/20							Application Date: November 30, 2020						
A				B	C	D	E	F	G	H	I	J	
Item		Estimated Bid Quantity	Unit Price	Quantity Completed								Total Completed & Stored to Date (C+E+G)	Comp.
Bid No	Description			Previous Applications		This Application		Materials Stored					
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount		
1	Common Excavation, Including Asphalt Pavement Removal	2,600 CY	\$10.75	2600	\$27,950.00					2600	\$27,950.00	100.0%	
2	Saw Cutting Asphalt Roadway	263 LF	\$2.50	263	\$657.50					263	\$657.50	100.0%	
3	Sanitary Manhole Chimney & Casting Replacement	3 Each	\$880.00	3	\$2,640.00					3	\$2,640.00	100.0%	
4	Valve Box Replacement	4 Each	\$600.00	4	\$2,400.00					4	\$2,400.00	100.0%	
5	6" Sanitary Lateral	10 LF	\$67.00	64	\$4,288.00					64	\$4,288.00	640.0%	
6	48" Storm Manhole	1 Each	\$2,000.00	1	\$2,000.00					1	\$2,000.00	100.0%	
7	36" RCP Storm Sewer with Pavement Replacement	185 LF	\$105.65	187	\$19,756.55					187	\$19,756.55	101.1%	
8	60" Dia Storm Sewer Inlet Manhole Replacement	1 Each	\$3,360.00	1	\$3,360.00					1	\$3,360.00	100.0%	
9	96" Dia Storm Sewer Inlet Manhole Replacement	1 Each	\$7,110.00	1	\$7,110.00					1	\$7,110.00	100.0%	
10	36" Flared End Section	1 Each	\$1,300.00	1	\$1,300.00					1	\$1,300.00	100.0%	
11	12" Dia RCP Storm Sewer	69 LF	\$44.60	65	\$2,899.00					65	\$2,899.00	94.2%	
12	4" Dia Storm Lateral (22 Units)	1,515 LF	\$31.35	1412.65	\$44,286.58					1412.65	\$44,286.58	93.2%	
13	Medium Rip Rap	7 CY	\$86.15	7	\$603.05					7	\$603.05	100.0%	
14	Remove Concrete Sidewalk	10,393 SF	\$0.26	10000	\$2,600.00					10000	\$2,600.00	96.2%	
15	4" Concrete Sidewalk	11,262 SF	\$5.00	5500	\$27,500.00	5500	\$27,500.00			11000	\$55,000.00	97.7%	
16	Remove Curb & Gutter	2,785 LF	\$1.12	2700	\$3,024.00					2700	\$3,024.00	96.9%	
17	30" Curb & Gutter	2,785 LF	\$16.60	2782	\$46,181.20	68	\$1,128.80			2850	\$47,310.00	102.3%	
18	Remove Concrete Driveway Apron	5,136 SF	\$0.37	5136	\$1,900.32					5136	\$1,900.32	100.0%	
19	7" Concrete Driveway Apron & Sidewalk	7,234 SF	\$6.50	6830	\$44,395.00	170	\$1,105.00			7000	\$45,500.00	96.8%	
20	Excavation Below Subgrade (EBS)	450 CY	\$17.10	139.79	\$2,390.41					139.79	\$2,390.41	31.1%	
21	EBS Backfill 1-1/4" Dense	450 Ton	\$13.60	84.5	\$1,149.20					84.5	\$1,149.20	18.8%	
22	EBS Backfill 3" Dense	450 Ton	\$13.50										
23	1-1/4" Dense Crushed Aggregate Base Course	2,920 Ton	\$13.10	2674.11	\$35,030.84					2674.11	\$35,030.84	91.6%	
24	Lower Layer HMA Pavement 3-1/4"	950 Ton	\$67.56			826.93	\$55,867.39			826.93	\$55,867.39	87.0%	
25	Upper Layer HMA Pavement 1-3/4"	520 Ton	\$72.75			524.22	\$38,137.01			524.22	\$38,137.01	100.8%	
26	Traffic Control	1 LS	\$7,255.00	1	\$7,255.00					1	\$7,255.00	100.0%	
27	Lawn Restoration	2,391 SY	\$5.67			2391	\$13,556.97			2391	\$13,556.97	100.0%	
28	Ditch Check	1 Each	\$300.00										
29	Inlet Protection	14 Each	\$85.00	17	\$1,445.00					17	\$1,445.00	121.4%	
30	Storm Lateral Connections	1 LS	\$12,000.00	1	\$12,000.00					1	\$12,000.00	100.0%	
31	1 1/4 HDPE Water Service	1 LS	\$1,100.00	1	\$1,100.00					1	\$1,100.00	100.0%	
32	Replace Curb Valve Box	4 Each	\$715.00	5	\$3,575.00					5	\$3,575.00	125.0%	
33	Rebuild Chimneys on CB	11 Each	\$150.00	11	\$1,650.00					11	\$1,650.00	100.0%	
	TOTAL					\$310,446.65		\$137,295.17			\$447,741.81		



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December 3, 2020

Village of Jackson
N168 W20733 Main Street
PO Box 637
Jackson, WI 53037

Attn: Mr. Brian Kober, P.E., Director of Public Works

Re: Contractor's Application for Payment No. 5
Spruce Street and Ridgeway Drive Extensions
Project No. 05789-0008

Dear Mr. Kober:

Enclosed for your use in payment to Wondra Construction, Inc. in the amount of \$240,567.24 is Contractor's Application for Payment No. 5.

Following your review and approval, please complete the application for payment forms within the areas reserved for the Owner. Thereafter, retain one copy for your records, provide the second copy to the Contractor with payment, and provide the third copy to our office.

Should you have any questions, please feel free to contact me at our Cedarburg office.

Sincerely,

CEDAR CORPORATION

A handwritten signature in blue ink, appearing to read 'Doug Kroes', written over a horizontal line.

Douglas T. Kroes
Senior Construction Manager

Enclosed: As Noted

Cc: Roger Thimm, Wondra Construction, Inc.

Contractor's Application for Payment No. 5

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE ☐ Contractor ☐ Funding Agency		Application Period: 11-01-20 - 11-30-20	Application Date: 11/30/2020
To (Owner): Village of Jackson		From (Contractor): Wondra Construction, Inc.	Via (Engineer): Cedar Corporation
Project: Spruce Street and Ridgeway Drive Extensions		Contract: Roger Thimm	
Owner's Contract No: A-20		Contractor's Project No:	Engineer's Project No: 05789-0008

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1		\$785.00
2	\$17,584.00	
3		\$51,765.50
TOTALS	\$17,584.00	\$52,550.50
NET CHANGE BY CHANGE ORDERS	-\$34,966.50	

- | | | |
|--|----|----------------|
| 1. ORIGINAL CONTRACT PRICE..... | \$ | \$1,423,655.55 |
| 2. Net change by Change Orders..... | \$ | -\$34,966.50 |
| 3. Current Contract Price (Line 1 ± 2)..... | \$ | \$1,388,689.05 |
| 4. TOTAL COMPLETED AND STORED TO DATE | | |
| (Column I total on Progress Estimates)..... | \$ | \$1,246,668.63 |
| 5. RETAINAGE: | | |
| a. 5% X \$1,246,668.63 Work Completed..... | \$ | \$62,333.43 |
| b. 5% X _____ Stored Material..... | \$ | |
| c. Total Retainage (Line 5.a + Line 5.b)..... | \$ | \$62,333.43 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... | \$ | \$1,184,335.20 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | \$ | \$943,767.96 |
| 8. AMOUNT DUE THIS APPLICATION..... | \$ | \$240,567.24 |

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Roger W. Thummi	Date: 12-2-2020
---------------------	-----------------

Payment of: \$ \$240,567.24
(Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) 12/3/20 (Date)

Payment of: \$ \$240,567.24
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____

Funding or Financing Entity (if applicable) (Date)

Unit Price Progress Estimate

Contractor's Application

Project: Spruce Street and Ridgeway Drive Extensions							Application Number: 4						
Application Period: 11-01-20 - 11-30-20							Application Date: November 30, 2020						
A				B	C	D	E	F	G	H	I	J	
Bid No	Item Description	Estimated Bid Quantity	Unit Price	Quantity Completed				Total Completed & Stored to Date (C+E+G)		% Comp			
				Previous Applications		This Application		Materials Stored					
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount		
1	CLEARING AND GRUBBING	1 L.S.	\$12,000.00	1	\$12,000.00					1	\$12,000.00	100.0%	
2	COMMON EXCAVATION	1 L.S.	\$132,600.00	0.85	\$112,710.00	0.15	\$19,890.00			1	\$132,600.00	100.0%	
3	IMPORTED FILL MATERIAL	3,200 C.Y.	\$26.00										
4	SAW CUTTING ASPHALT PAVEMENT	451 L.F.	\$3.35	66	\$221.10					66	\$221.10	14.6%	
5	ASPHALT PAVEMENT REMOVAL	562 S.Y.	\$2.60	452	\$1,175.20					452	\$1,175.20	80.4%	
6	8" PVC SANITARY SEWER MAIN	1,871 L.F.	\$90.00	1877	\$168,930.00					1877	\$168,930.00	100.3%	
7	48" DIA. SANITARY SEWER MANHOLE (7 Units)	94 V.F.	\$310.25	93.47	\$28,999.07					93.47	\$28,999.07	99.4%	
8	SANITARY MANHOLE RIM ADJUSTMENT	1 EACH	\$550.00			1	\$550.00						
9	8" PVC WATER MAIN	2,750 L.F.	\$64.10	2741	\$175,698.10					1	\$550.00	100.0%	
10	12"X 8" LIVE TAPPING TEE	2 EACH	\$3,850.00	2	\$7,700.00					2741	\$175,698.10	99.7%	
11	HYDRANT ASSEMBLY	6 EACH	\$5,535.00	6	\$33,210.00					2	\$7,700.00	100.0%	
12	8" GATE VALVE	10 EACH	\$1,995.00	9	\$17,955.00					6	\$33,210.00	100.0%	
13	REMOVE CATCH BASIN	1 EACH	\$500.00	2	\$1,000.00					9	\$17,955.00	90.0%	
14	27" RCP STORM SEWER	76 L.F.	\$67.95	76	\$5,164.20					2	\$1,000.00	200.0%	
15	27" RCP APRON ENDWALL (AEW) W/ TRASHGUARD	1 EACH	\$1,720.00	1	\$1,720.00					76	\$5,164.20	100.0%	
16	24" RCP STORM SEWER	734 L.F.	\$60.60	734	\$44,480.40					1	\$1,720.00	100.0%	
17	24" RCP APRON ENDWALL (AEW) W/ TRASHGUARD	1 EACH	\$1,455.00	1	\$1,455.00					734	\$44,480.40	100.0%	
18	18" RCP STORM SEWER	495 L.F.	\$51.90	364	\$18,891.60					1	\$1,455.00	100.0%	
19	18" RCP APRON ENDWALL (AEW) W/ TRASHGUARD	1 EACH	\$1,200.00	1	\$1,200.00					364	\$18,891.60	73.5%	
20	15" RCP STORM SEWER	88 L.F.	\$46.90	88.5	\$4,150.65					1	\$1,200.00	100.0%	
21	15" RCP APRON ENDWALL (AEW) W/ TRASHGUARD	1 EACH	\$1,080.00	1	\$1,080.00					88.5	\$4,150.65	100.6%	
22	12" RCP STORM SEWER	290 L.F.	\$44.70	328.5	\$14,683.95					1	\$1,080.00	100.0%	
23	48" DIA. STORM SEWER MANHOLE (5 Units)	16 V.F.	\$723.75	11.18	\$8,091.53					328.5	\$14,683.95	113.3%	
24	60" DIA. STORM SEWER MANHOLE (1 Unit)	4 V.F.	\$736.50	3.67	\$2,702.96					11.18	\$8,091.53	69.9%	
25	2' X 3' STORM SEWER CATCH BASIN	16 EACH	\$1,930.00	18	\$34,740.00					3.67	\$2,702.96	91.8%	
26	POND OUTLET STRUCTURE	1 EACH	\$4,420.00	1	\$4,420.00					18	\$34,740.00	112.5%	
27	CULVERT REMOVAL W/O REPLACEMENT	2 EACH	\$300.00	2	\$600.00					1	\$4,420.00	100.0%	
28	53"X 34" HERCP CULVERT REMOVE AND REPLACE	204 L.F.	\$137.00	204	\$27,948.00					2	\$600.00	100.0%	
29	53"X 34" HERCP CULVERT APRON ENDWALL (AEW)	4 EACH	\$1,725.00	4	\$6,900.00					204	\$27,948.00	100.0%	
30	68"X 43" HERCP CULVERT	170 L.F.	\$180.60	176	\$31,785.60					4	\$6,900.00	100.0%	
31	68"X 43" HERCP CULVERT APRON ENDWALL (AEW)	4 EACH	\$2,850.00	4	\$11,400.00					176	\$31,785.60	103.5%	
32	RIP RAP, MEDIUM	120 C.Y.	\$85.70	81	\$6,941.70					4	\$11,400.00	100.0%	
33	EXCAVATION BELOW SUBGRADE (EBS)	800 C.Y.	\$18.10	965	\$17,466.50	191	\$3,457.10			81	\$6,941.70	67.5%	
34	EBS BACKFILL 1 1/4" DENSE	800 TONS	\$13.60	1930.4	\$26,253.44	452.55	\$6,154.68			1156	\$20,923.60	144.5%	
35	EBS BACKFILL, BREAKER RUN	800 TONS	\$14.15							2382.95	\$32,408.12	297.9%	
36	CRUSHED AGGREGATE BASE COURSE 1 1/4"	6029 TONS	\$13.10	5608.28	\$73,468.47	941.66	\$12,335.75						
37	REMOVE CURB AND GUTTER	272 L.F.	\$5.00	145	\$725.00					6549.94	\$85,804.21	108.6%	
38	30" CURB AND GUTTER TYPE D	5,225 L.F.	\$12.50			5240.5	\$65,506.25			145	\$725.00	53.3%	
39	7" CONCRETE DRIVEWAY APRON	1212 S.F.	\$6.70							5240.5	\$65,506.25	100.3%	
40	4" CONCRETE SIDEWALK	25030 S.F.	\$3.80										
41	LOWER LAYER HMA PAVEMENT, 3 LT	1790 TONS	\$65.81			1790	\$117,799.90						
42	UPPER LAYER HMA PAVEMENT, 4 LT	1040 TONS	\$62.90							1790	\$117,799.90	100.0%	

Unit Price Progress Estimate

Contractor's Application

Project: Spruce Street and Ridgeway Drive Extensions						Application Number: 4						
Application Period: 11-01-20 - 11-30-20						Application Date: November 30, 2020						
A				B	C	D	E	F	G	H	I	J
Bid No	Item	Estimated Bid Quantity	Unit Price	Quantity Completed				Total Completed & Stored to Date (C+E+G)		% Comp		
	Description			Previous Applications		This Application		Materials Stored				
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	
1	CLEARING AND GRUBBING	1 L.S.	\$12,000.00	1	\$12,000.00					1	\$12,000.00	100.0%
43	DITCH CHECKS	19 EACH	\$158.00	6	\$948.00					6	\$948.00	31.6%
44	SILT FENCE	2450 L.F.	\$1.50	2450	\$3,675.00					2450	\$3,675.00	100.0%
45	INLET PROTECTION	17 EACH	\$85.00	17	\$1,445.00					17	\$1,445.00	100.0%
46	TRACKING PAD	2 EACH	\$2,100.00	2	\$4,200.00					2	\$4,200.00	100.0%
47	TRAFFIC CONTROL	1 L.S.	\$3,700.00	0.75	\$2,775.00	0.25	\$925.00			1	\$3,700.00	100.0%
48	SITE RESTORATION	1 L.S.	\$36,800.00			0.7	\$25,760.00			0.7	\$25,760.00	70.0%
Alt 1	ASPHALT WEDGING	1 L.S.	\$850.00			1	\$850.00			1	\$850.00	100.0%
50	6" DRAIN TILE	LF	\$12.00	454	\$5,448.00					454	\$5,448.00	
51	HYDRANT MAN UPGRADE	LS	\$1,250.00	1	\$1,250.00					1	\$1,250.00	
52	7" DRIVEWAY APRON & SIDEWALK	SF	\$360.00									
53	WATER MAIN BLOW-OFFS	EACH	\$100.00	-4	-\$400.00					-4	-\$400.00	
54	HYDRAULIC DAMS	EACH	\$750.00	2	\$1,500.00					2	\$1,500.00	
55	18" RCP STORM SEWER CHANGES	EACH	\$1,431.00	1	\$1,431.00					1	\$1,431.00	
56	HYDRAULIC DAM-EAGLE DR CULVERT	EACH	\$1,500.00	1	\$1,500.00					1	\$1,500.00	
57	CULVERT TRANSITION GRADING	LS	\$2,400.00	1	\$2,400.00					1	\$2,400.00	#DIV/0!
59	GEOGRID	SY	\$1.50	1539	\$2,308.50					1539	\$2,308.50	#DIV/0!
60	Export Surplus Dirt	2686 CY	\$22.00	2686	\$59,092.00					2686	\$59,092.00	100.0%
61	Eagle Dr CMP Culvert Extension	1 LS	\$1,500.00									
62	Lower 18" RCP/ AEW	1 LS	\$2,700.00									
63	Ditching & Restoration Lot 2	1 LS	\$3,400.00									
64	Ditching East Eagle Dr	1 LS	\$3,600.00									
TOTAL					\$993,439.96		\$253,228.68				\$1,246,668.63	



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**VILAGE OF JACKSON
REQUEST FOR PROPOSALS
Engineering Design Service**

The Village of Jackson is requesting a proposal and qualification statement from engineering firms to assist with the street improvements in Hunters Road, Chateau Drive, and Highland Road of the Village of Jackson. The construction area consists of Willow Ridge Drive from Hunters Road to Ridgeway Drive; and removal of Chateau Drive dead end. The completed proposals shall be returned (by Email) to the Engineering Department on or before **4:30 PM on Monday, January 28, 2021.**

Background Information

1. The Willow Ridge Drive Drive street were constructed in 1989.
2. The street was designed with storm sewer to just drain the surface water off the street. The new design will provide storm sewer laterals for each sump pump discharge.
3. The Chateau Drive dead end will be vacated with the proper documentation and procedure.

Design, permitting, and bidding

1. Review of preliminary development plans, site visit, and meeting with Village staff to analyze and review scope of project.
2. Topographic and utility survey, and develop preliminary and final roadway, storm sewer, water main design/plans.
3. Prepare and submit all necessary DNR permit applications.
4. Create specifications, bid documents, and engineer's estimate. Answer any questions during the bid process and attend bid opening. Meet with Village staff as necessary throughout the design process.

Final Design

1. Sanitary Sewer

The Jackson Sewer Utility has verified the condition of the sanitary sewer main and the main is in good condition. Only rebuilding sanitary manholes should be include in the design quote. The condition of the sanitary laterals will be verified during onsite visits to

WI94N16660
Eagle Drive
Jackson, WI 53037
Phone: 262-677-0707
Fax: 262-677-8770

Mailing Address:
P.O. Box 637

www.villageofjackson.com



Taking the lead in Washington County.

each property. A change order will be done with the contract for any needed repair or replacements.

- | | | |
|----|--------------------|--|
| 2. | Strom Sewer Design | Storm sewer design for proper drainage of roadway and property abutting the road. All exiting storm sewer facilities shall be picked up during the survey of the road. Acquire all necessary permits. Provide a storm lateral to all properties. |
| 3. | Water Main Design | Water Main is assumed to be in good condition and only valve boxes will be replaced. |
| 4. | Roadway Facilities | Asphalt pavement, concrete curb and gutter and 5 ft sidewalk on both sides of roadway. |

Construction Services (if the project continues)

1. Attend pre-construction meeting and field meeting with Village Staff and Contractor.
2. Provide construction staking.
3. Provide construction inspection and management.
4. As-built survey, to confirm accurate construction.

Project Schedule (Tentative)

Request for proposal due	January 28, 2021
Village Board - Contract Award	February 9, 2021
Preliminary Design, with estimated cost	March 2020
Prepare construction documents and spec	March 2020
Advertise Bids	April 2020
Open Bids	End of April 2020
Award Contract	May 2020
Complete Construction	August 2020

Consultant Engineer Qualifications

1. Qualifications of the key staff persons to be assigned to perform their scope of work, their experience and special skills.



2. Experience of firm in projects of similar scope.

Proposal

Time & Material Cost, not to exceed

1.	Design, Permitting, & Bidding	\$	
2.	Final Design	\$	
3.	Preparing the Construction Bid Documents	\$	
4.	Construction Services		
	a. Construction Staking	\$	Per hour
	b. Construction Inspection	\$	Per hour
	c. As-Built Survey	\$	
	or lump sum	\$	
Total Amount		\$	

If you have any questions regarding this Request for Proposal or if you would like to review this project in detail, please give me a call at (262) 677-0707.

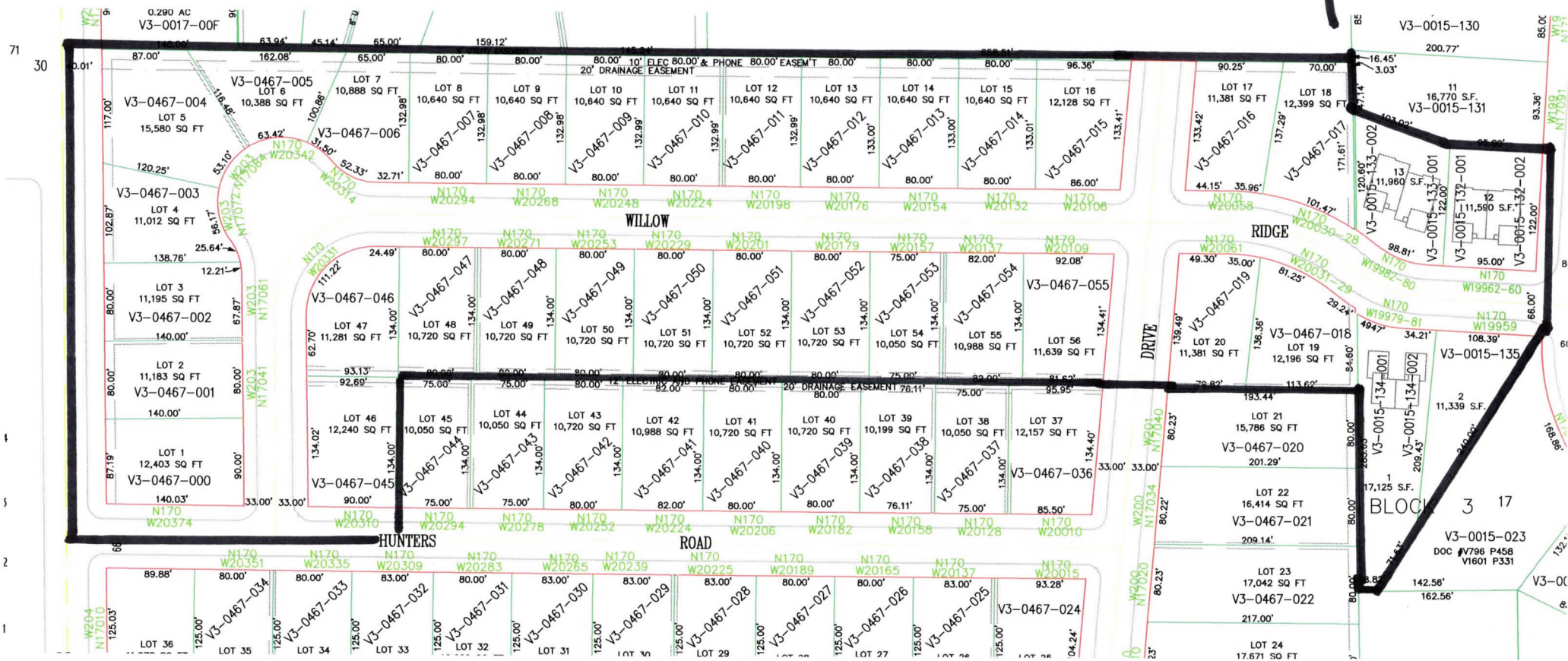
Sincerely,

Brian W. Kober, P.E.

Director of Public Works/Village Engineer

Enclosures

28





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Memo

To: Jen Keller, Village Administer
From: Brian W. Kober, P. E., Director of Public Works *BWK*
Subject: RFP for Willow Ridge Drive Reconstruction Project
Date: January 25, 2021
CC: Board of Public Works; Village Board

The Village of Jackson requested proposals from two engineering firms to assist with the street improvements in Willow Ridge Drive from Hunters Road to Chateau Drive and Chateau Drive to Ridgeway Drive. The two engineering firms were Cedar Corp and Gremmer & Associates. The two engineering firms understand the Village of Jackson's construction standards and procedures for construction. The completed proposals were accepted on or before 4:30 PM on Monday, January 25, 2021.

The schedule is to have the preliminary design completed in April 2021, advertise for bid May 2021, Award Contract June 2021, and complete project by August 2021.

If the selection of the engineering service is to be accomplished by lowest fee, the recommendation would be Cedar Corp for a cost of \$23,500.00 plus incidentals cost (mileage, printing, etc.).

If you have any questions, please let me know.

Brian W. Kober, P.E.

WI94N16660
Eagle Drive
Jackson, WI 53037
Phone: 262-677-0707
Fax: 262-677-8770

Mailing Address:
P.O. Box 637

www.villageofjackson.com

Brian Kober

From: Ron Dalton <ron.dalton@cedarcorp.com>
Sent: Monday, January 25, 2021 3:26 PM
To: Brian Kober
Subject: RE: RFP for Engineering Design and Inspection Services for 2021 Willow Ridge Drive Reconstruction Project

Hi Brian,

Thank you for the opportunity to provide design and construction related services for the street improvements on Willow Ridge Drive and Chateau Drive. The scope of the project and the requested services are outlined in your Request for Proposals received on January 18th, 2021. We propose to complete design and construction related services for the following fees and hourly rates.

Design, Permitting, and Bidding: \$ 14,000
Final Design: \$ 6,500
Prepare Construction Bid Documents: \$ 3,000

Construction Services

- a. Construction Staking \$ 130 per hour
- b. Construction Inspection \$ 89 per hour
- c. As-Built Survey \$ 1000 Lump Sum

Please give me a call if you have any questions regarding our proposed fees and hourly rates.

Thanks

Ron Dalton, P.E.

Director/Office Manager
Cedar Corporation
W61 N497 Washington Avenue | Cedarburg | WI | 53012
Office: 262-204-2341 | TF: 800-472-7372
ron.dalton@cedarcorp.com
www.cedarcorp.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#)

This e-mail and any attachments may contain proprietary and confidential information from Cedar Corporation. Please visit our website at <http://www.cedarcorp.com/disclaimer> for more details.

From: Brian Kober <brian.kober@villageofjackson.com>
Sent: Friday, January 22, 2021 3:02 PM
To: Brian Kober <brian.kober@villageofjackson.com>
Subject: RE: RFP for Engineering Design and Inspection Services for 2021 Willow Ridge Drive Reconstruction Project

Sorry for the confusion, the Village of Jackson needs the proposal by 4:30 PM on Monday, January 25th.

If you have any questions please do not hesitate to ask.

Brian W. Kober, P.E.
Director of Public Works/Village Engineer
W194 N16660 Eagle Drive
PO Box 637
Jackson, WI 53037

January 25, 2021

Village of Jackson
W194 N16660 Eagle Drive
Jackson, WI 53037

Attention: Brian W. Kober, P.E.
Director of Public Works

Subject: Proposal for Engineering Services
Willow Ridge - 2021

Dear Mr. Kober:

Thank you for the opportunity to work with you in providing engineering services for the Willow Ridge reconstruct project. We look forward to maintaining our excellent working relationship with you by providing quality and efficient service that the Village can expect when working with Gremmer & Associates. The following is brief summary of our company and staff expertise.

FIRM EXPERTISE

Gremmer has developed a strong reputation and excellent working relationship with many local communities in and around Jackson over the past 15 years based on a combination of strong technical expertise and excellent service. Besides the previous successful projects we've designed for the Village of Jackson, we have also designed numerous urban streets for neighboring communities such as the City of Port Washington and the Village of Grafton. In addition to the quality engineering and service mentioned above, the ability to effectively communicate with the local residents, stakeholders, Village staff and elected officials is what sets us apart from other engineering firms. We continually receive positive feedback from Clients, City/Village/County staff, and the public concerning our ability to effectively communicate the project concepts and design.

KEY STAFF

One of Gremmer's unique strengths is that our company has very little turnover, which results in the same qualified staff working on Village of Jackson projects year after year. We have a thorough knowledge of Village of Jackson standards, requirements, and design guidelines, which translates into our ability to "hit the ground running" on the design of the project. Tom Lanser and Jeff Chvosta are Washington County residents, which gives us more opportunities to visit the project site, or meet with the Village of Jackson staff.

The following key personnel have many years of experience on projects of similar size and scope, including numerous projects in the Village of Jackson.

Project Manager: Thomas Lanser, P.E.

Tom is a project manager and President of Gremmer & Associates, Inc. He manages the Fond du Lac office, and has 31 years experience in designing and managing urban roadway and municipal projects for local municipalities. Tom has been the project engineer for all previous roadway projects designed out of the Fond du Lac office over the past 20 years, including all of the Village of Jackson projects. Tom will be responsible for client and public relations, monitoring schedule, and supervising Gremmer & Associate's staff.

Project Engineer/Lead Roadway Design: Jeff Chvosta, P.E.

Jeff is a Project Engineer with 18 years of experience in designing urban roadway and municipal projects for both local let and WisDOT oversight projects. He has been the project engineer for over 30 urban roadway/municipal projects over the last 10 years, including all of the previous Village of Jackson projects. Other recent locally let municipal projects that Jeff has served as project engineer on include the Police Memorial Drive and Fox Ridge Business Park projects in Fond du Lac and the 2014, 2016-2017, 2018-2019, 2020, and 2021 roadway and utility improvement projects in the City of Port Washington. Jeff's expertise includes preliminary and final roadway and utility design, utility coordination, design reports, and preparation and delivery of bidding documents. Jeff will be responsible for the roadway and sewer design, specifications and bid documents, and the day to day management of the project.

Project Surveyor: Jay Panetti, P.L.S.

Jay is a Professional Land Surveyor with 22 years of experience in surveying and preparing right-of-way plats for transportation projects. He is the Survey Coordinator for Gremmer's Fond du Lac Office, and is responsible for setting horizontal and vertical control, topographic and utility survey, determining existing right-of-way, preparing right-of-way plats, and construction staking for all transportation projects out of the Fond du Lac office. Jay was the lead surveyor for all previous Village of Jackson projects. Jay will be responsible for the surveying tasks and vacation of Chateau Drive for the project.

REFERENCES

Please contact the references below for a firsthand account of the quality and service we provide on our projects.

Scott Schmidt

Highway Commissioner
Washington County Highway Dept.
900 Lang Street
West Bend, WI 53090
(262) 335-6881

Tom Janke

Highway Commissioner
Fond du Lac County Highway Dept.
301 Dixie Street
Fond du Lac, WI 54936
(920) 929-3488

Rob Vanden Noven

Director of Public Works
City of Port Washington
100 West Grand Avenue
Port Washington, WI 53074
(262) 268-4267

Jon Edgren

Director of Public Works
Ozaukee County Highway Dept.
410 South Spring Street
Port Washington, WI 53074
(262) 284-8335

Paul De Vries

Director of Public Works
City of Fond du Lac
160 South Macy Street
Fond du Lac, WI 54935
(920) 322-3473

Jeff Daane

Director of Public Works
City of Waupun
201 East Main Street
Waupun, WI 53963
(920) 324-7918

SCOPE OF WORK

The following is Gremmer & Associates' proposal to provide engineering services for the proposed project, based on the Request for Proposal and the following scope clarifications. Items of work not specifically mentioned below shall be considered additional services. Hereinafter, the Village of Jackson will be referred to as the OWNER and Gremmer & Associates, Inc. as the ENGINEER.

Design, Permitting, and Bidding:

1. Topographic and utility survey.
2. Preliminary roadway and storm sewer design/plans for Willow Ridge. Storm sewer design scope assumes replacement in kind with respect to the mainline plus addition of storm sewer laterals.
3. Assist the Village with preparation of the necessary documents to vacate Chateau Drive dead end.
4. DNR permitting:
 - a. Prepare and submit a DNR WRAPP permit application (formerly NOI).

5. Specifications, bid documents, and engineer's estimate.
6. Meet with the Village of Jackson as necessary throughout the design process.

Final Design:

1. Final roadway and storm sewer design/plans.
2. Scope includes rebuilding sanitary manholes and adjusting water valve boxes only.

OWNER'S RESPONSIBILITY

1. Review and approval of preliminary and final plans.
2. Payment of any governmental review fees.
3. Advertisement, bidding and contract document copying and distribution.

ADDITIONAL SERVICES

1. Wetland determination/delineation.
2. Pavement design report. Pavement structure will be based on OWNER standard pavement structures.
3. Sanitary sewer, storm sewer, or water main design/plans beyond scoped items.
4. Right-of-way or easement work for the project.
5. Soil borings.
6. Detailed storm sewer modeling or stormwater management plans/calculations.
7. DNR and/or US Army Corps of Engineers permitting/coordination beyond scoped items.

COMPENSATION

ENGINEER'S lump sum fee to complete the work, as listed in the Scope of Work section of this document, is as follows:

Design, Permitting, and Bidding:	\$17,800
Final Design:	\$10,000
Construction Bid Documents:	\$2,200

ENGINEER'S fee to complete any construction staking, construction observation, or construction assistance will be billed on a time and materials basis in accordance with the attached Professional Services Fee Schedule, dated May 1, 2020 to April 30, 2021 and labeled Exhibit A. The hourly rates for each task is as follows:

Construction staking (survey crew):	\$160/hour (crew)
On-site inspector:	\$55/hour to \$88/hour (depending on the available personnel)
As-built survey:	\$1,500

OWNER understands and acknowledges that ENGINEER may not have construction observation personnel available depending on the timing of the work, and if not OWNER will provide the construction observation services.

The ENGINEER shall prepare monthly invoices based upon services provided during the billing cycle. Invoices shall be paid by the OWNER within 30 days of OWNER'S receipt of said invoice.

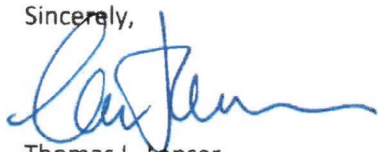
Additional services, at the request of the OWNER, will be billed according to the attached Professional Services Fee Schedule, dated May 1, 2020 to April 30, 2021, and labeled Exhibit A.

GENERAL TERMS & CONDITIONS

ENGINEER's services will be performed in accordance with the attached General Terms and Conditions, dated May 1, 2020 to April 30, 2021, and labeled Exhibit B. The receipt of a signed copy of the Agreement shall be considered as authorization to proceed with the services described.

Thank you again for the opportunity to propose on the subject project. If you have any questions or comments, please contact me at (920) 924-5720.

Sincerely,



Thomas L. Lenser
President
Gremmer & Associates, Inc.

If this proposal is acceptable, please sign below and return one copy to me for our files.

For the OWNER: Village of Jackson

Name

Date

Title

Exhibit A



PROFESSIONAL SERVICES FEE SCHEDULE

May 1, 2020 to April 30, 2021

Project Manager.....	\$140.00/hour
Project Engineer / Senior Designer	\$125.00/hour
Civil Engineer V.....	\$110.00/hour
Professional Land Surveyor / Survey Crew Chief	\$100.00/hour
One-man Survey Crew with GPS/Robotic Total Station	\$125.00/hour
Civil Engineer IV / Engineering Specialist V	\$98.00/hour
Civil Engineer III / Engineering Specialist IV	\$88.00/hour
Civil Engineer II / Engineering Specialist III.....	\$82.00/hour
Civil Engineer I / Engineering Specialist II.....	\$76.00/hour
Engineering Specialist I / Civil Engineering Technician III	\$70.00/hour
Civil Engineering Technician II	\$64.00/hour
Civil Engineering Technician I	\$58.00/hour
Office Services	\$55.00/hour
Mileage	Current IRS rate
Meals, lodging, air travel, telephone, supplies, postage.....	At Cost
Printing Services (In-house)	
Photocopies (black & white)	\$0.10/impression
Photocopies (color)	\$0.25/impression
Large Format Plots (black & white)	\$1.00/S.F.
Large Format Plots (color).....	\$2.00/S.F.
Mylar.....	\$2.00/S.F.
Printing Services (Outside Service)	At Cost
Expert Witness	\$200.00/hour

Note: Office Services, Civil Engineering Technician, and Engineering Specialist I-III are paid time and one-half their actual wage for overtime. The respective billed rate will be approximately 19% higher than the published rate to account for the overtime rate.

Exhibit B



GENERAL TERMS AND CONDITIONS

May 1, 2020 to April 30, 2021

1. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. As the project progresses, facts uncovered may reveal a change in direction, which may alter the scope. Gremmer & Associates, Inc., will promptly inform the Owner in writing of such situations so that changes in this agreement can be negotiated as required. In the event the Owner orders additional work to be performed and a written instrument is not executed by both parties, the Owner shall be responsible for all costs associated with the additional work.
2. Costs and schedule commitments shall be subject to renegotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require renegotiation of this agreement.
3. Payment is due to Gremmer & Associates, Inc., upon 30 days of receipt of the invoice for professional services rendered. Failure to make any payment when due is a breach of this Agreement and will entitle Gremmer & Associates, Inc., at its option, to suspend or terminate the Agreement and the provisions of the Scope of Work. Interest of 1.5 percent per month (18 percent per annum) will accrue on accounts overdue by 30 days.
4. The Owner shall make available to Gremmer & Associates, Inc., all relevant information or data pertaining to the project which is required to perform the Scope of Work.
5. Gremmer & Associates, Inc., will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the services at the time and the location in which the services were performed.
6. Gremmer & Associates, Inc., will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
General Aggregate	\$2,000,000
Operations / Injury	\$1,000,000
Automobile Liability	
Liability / Injury	\$1,000,000
Property Damage	Value or Repair
Professional Liability Insurance	\$1,000,000
Umbrella Liability Insurance	\$2,000,000

7. Termination of the agreement by the Owner or Gremmer & Associates, Inc., shall be effective upon seven (7) days written notice to the other party. The written notice shall include the reasons and details for termination. Gremmer & Associates, Inc., will prepare a final invoice showing all charges incurred through the date of termination. The Owner agrees to pay Gremmer & Associates, Inc., for the services performed to the date of termination.
8. Gremmer & Associates, Inc., intends to serve as the Owner's professional representative for those services as defined in this agreement and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals, and other decisions made by Gremmer & Associates, Inc., for the owner are rendered on the basis of experience and qualifications and represent our professional judgment. The Owner recognizes that Gremmer & Associates, Inc., does not have control over the costs of labor, materials or equipment, or over competitive bidding methods. Accordingly, Gremmer & Associates, Inc., does not make any commitment or assume any duty to assure that bids or negotiated prices will not vary from any cost opinions prepared by Gremmer & Associates, Inc.
9. This agreement shall not be construed as giving Gremmer & Associates, Inc., the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by contractor or subcontractors, or the safety precautions and programs incident to the work of the contractors or subcontractors.
10. The Owner releases Gremmer & Associates, Inc., from any liability and agrees to defend, indemnify and hold Gremmer & Associates, Inc., harmless from any and all claims, damages, losses, and/or expenses, direct or indirect, or consequential damages, including but not limited to attorney's fees and charges, and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the services, except liability arising from the negligence of Gremmer & Associates, Inc.

Village of Jackson
PLAN COMMISSION APPLICATION

Application/Permit #: _____ - _____

PROPERTY INFORMATION

- ☐ COMMERCIAL ☐ INDUSTRIAL ☒ RESIDENTIAL ☐ OTHER _____
- ☐ CONDITIONAL USE ☐ PLANNED UNIT DEVELOPMENT ☐ CERTIFIED SURVEY MAP
- ☐ New ☐ New ☒ CONCEPT PLAN
- ☐ Special Use ☐ Special Use ☐ OTHER _____
- (For existing CU ONLY) (For existing PUD ONLY)

Property Address: Highland Road Lot #1 Unit: _____ Jackson, WI

Parcel #: V3-0453033001 Lot Size: 231,739 sq. ft. Building Area: 4,295 sq. ft.

Current Zoning: ☐ B-1 ☐ B-2 ☐ M-1 ☐ M-2 ☐ I-1 ☒ PUD ☐ Other _____ ☐ Floodplain

APPLICANT INFORMATION

Name(s): Andrew & Stacey Loosan

Mailing Address: 336 Veranda Ln. Unit 108 Riche State WI Zip 53406

Office: (____) _____ Cell: (414) 467-1003 Fax: (____) _____

Email: andrewloosan@gmail.com

BUSINESS INFORMATION (If New Business)

Legal Business Name: _____

D/B/A: _____ FEIN #: _____ - _____

Mailing Address: _____ State _____ Zip _____

Office: (____) _____ Cell: (____) _____ Fax: (____) _____

Email: _____

Website: _____

PROPERTY OWNER INFORMATION

Name(s): _____

Address: _____ State _____ Zip _____

Office: (____) _____ Cell: (____) _____ Fax: (____) _____

Email: _____

ARCHITECT / ENGINEER / CONTRACTOR INFORMATION (Circle One)

Firm Name: Korn doerfer Homes

Primary Contact: David Moeh

Address: 175 North Corporate Dr. Ste. 130 Brookfield State WI Zip 53045

Office: (262) 898-2670 Cell: (414) 333-5841 Fax: (____) _____

Email: davidm@korndoerferhomes.com

Please provide as much detailed information as possible. (Add additional pages if needed.)

Briefly explain what you are requesting to be reviewed and/or approved: We are building a single family residence with a 3 car attached garage. We are looking for approval for an unattached 30x40 garage to be built in the same style and manner as the house in the future.

Provide a brief overview of proposed use(s) of entire property and/or lease space: single family residence.

Hours of Operation: N/A

Provide a brief overview of proposed daily on-site operations: N/A

Describe any potential environmental impacts from the proposed use including but not limited to exterior storage, noise, smoke, dust, odors, hazardous materials, vibration, horns, speakers, vehicles and equipment operation and exterior generators, HVAC, or other stationary mechanical equipment, etc.: N/A

Describe all businesses, properties and other entities located adjacent to the proposed use: N/A

Proposed, development, on-site improvements or other construction/remodeling activities: single family residence with an additional 30x40 detached garage.

Proposed grading and/or stormwater management plan: grading consistent with single family residence.

Proposed landscape plan/improvements including driveways, sidewalks, vegetative plantings, etc.: one driveway to both garages. Residential landscaping.

Proposed on-site security measures including site lighting: lighting consistent with a residential home.

Life Safety Systems – Existing or Proposed (Includes fire hydrants, fire suppression & fire alarm systems): N/A

Projected traffic circulation and impacts: N/A

Setbacks from rights-of-way and property lines and height limitations: see lot analysis.

87' from the road (approximately)

25' 6" from lot line to the west

height of proposed garage approximately 25'

Status of State/Federal License(s) or Certificate(s) required for operation: N/A

Does this project require other Jurisdictional Approvals from other Governmental or Regulatory entities?

☒ No

☐ Yes

If yes, explain: _____

Describe any proposed signage including type and location: N/A

Exterior Building Materials (type, color, etc.): consistent with single family residence being built on the property.

Site Specific Features/Constraints: N/A

Parking (Total No. of spaces plus number of dedicated handicapped parking and type): N/A

Proposed screening/buffering from adjacent properties: landscaping consistent with a residential property

Proposed provisions for refuse and recycling collection/storage: N/A

Projected Sewer/Wastewater Usage: N/A gal/year

Projected Water Usage: N/A gal/year

ACKNOWLEDGEMENT & SIGNATURES

I/We hereby certify that I/We have reviewed the above Village of Jackson Plan Commission application and requirements, and hereby certify that the above information, attachments, and exhibits are complete, true and correct. I/We further understand that any missing or incomplete information may result in a delay of the review of this application. The Village reserves the right to request additional information as deemed necessary.

Applicant Name (Print):

Andrew Loosen

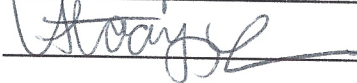
Applicant Signature:



Co-Applicant Name (Print):

Stacey Loosen

CO-Applicant Signature:



Date of Application:

12/29/2020

You MUST sign and date this Application!

SUBMIT TO:

Village of Jackson – Village Hall (*Checks shall be made payable to Village of Jackson*)
N168 W20733 Main Street
PO BOX 637
Jackson, WI 53037

QUESTIONS?

Village Clerk:

For all **general questions** related to completing form or questions related to Village meetings.
Phone: (262) 677-9001 x11
Email: jilline.dobratz@villageofjackson.com

Building Inspector:

For questions concerning **building codes, zoning, or technical questions.**
Phone: (262) 677-9696
Email: collin.johnson@villageofjackson.com

TERMS OF THIS PERMIT

1. This permit shall become effective upon Village approval and where required, the execution and recording by the owners of the premises of an acceptance hereof in such form as to constitute an effective covenant running with the land.
2. The permit shall be void unless: (a) pursuant to the Building and Zoning Codes of the Village, the approved use is commenced or (b) the building permit is obtained within 12 months of the date of Village Board approval.
3. This approval is subject to amendment and termination in accordance with the provisions of the Zoning Code of the Village of Jackson.
4. Construction and operation of this permit shall be in strict conformity to the approved building, site, and operational plans which were filed in connection with the application for this approval (as attached and/or referenced).
5. Any of the conditions of this permit which would normally be the responsibility of the tenants of the premises, shall be made a part of their lease by the owner.

VILLAGE APPROVAL:

☐ **TEMPORARY** Expiration Date: _____, 20____

Plan Commission Approval: Meeting Date: _____, 20____

Village Board Approval: Meeting Date: _____, 20____

In-House Approval (O-T-C): Date: _____, 20____

Approved by: John Walther, Village Administrator

Conditions and Duration of Approval:

Depending on the request, approvals shall generally be continual or temporary in nature. ALL approvals are subject to the Conditions of Approval outlined below. All conditional or special uses/approvals shall, upon complaint, be subject to review, amendment, or revocation by the Village. Where temporary approvals are issued, such approvals shall be subject to the time limitations specified.

Conditions of Approval: _____

APPLICATION DENIED: Date: _____, 20____

Staff Initials: _____

Reason for Denial: _____

FOR OFFICE USE ONLY
Acct. #: 100-00-45730-000-00

Date Received: _____

Amount: _____

Payment Type: CH / CC / CA

Check/Receipt #: _____

Received By: _____

Intended Use for Highland Road Lot #1

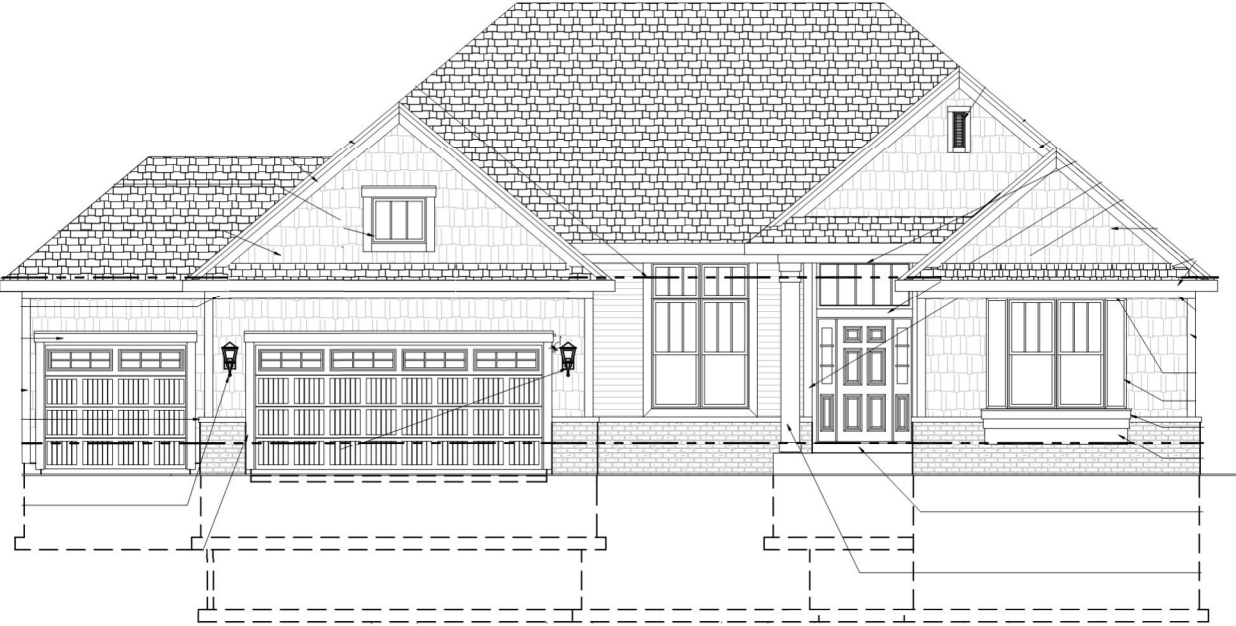
We intend on building a single family residence with an attached three car garage. In the future we would like to build a 30 by 40 detached garage to be consistent with the residence in architecture and building materials. We intend to have one driveway for both buildings. The use of the secondary garage will be for storage of personal vehicles and recreational vehicles. A business will not be operated out of this location. Please feel free to contact us with any questions or concerns.



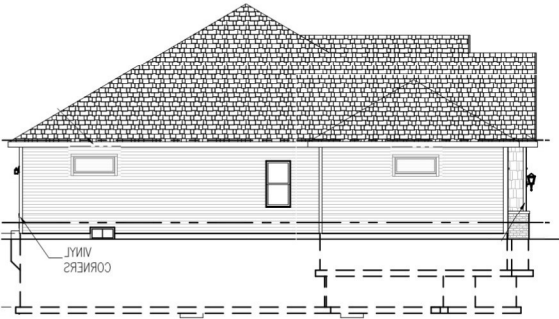
DANBURY

Craftsman Elevation Square Footages

LIVING AREAS	
AREA	SQUARE FOOTAGE
FIRST FLOOR LIVING AREA	2,330 SF
TOTAL LIVING AREA	2,330 SF



CRAFTSMAN ELEVATION
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



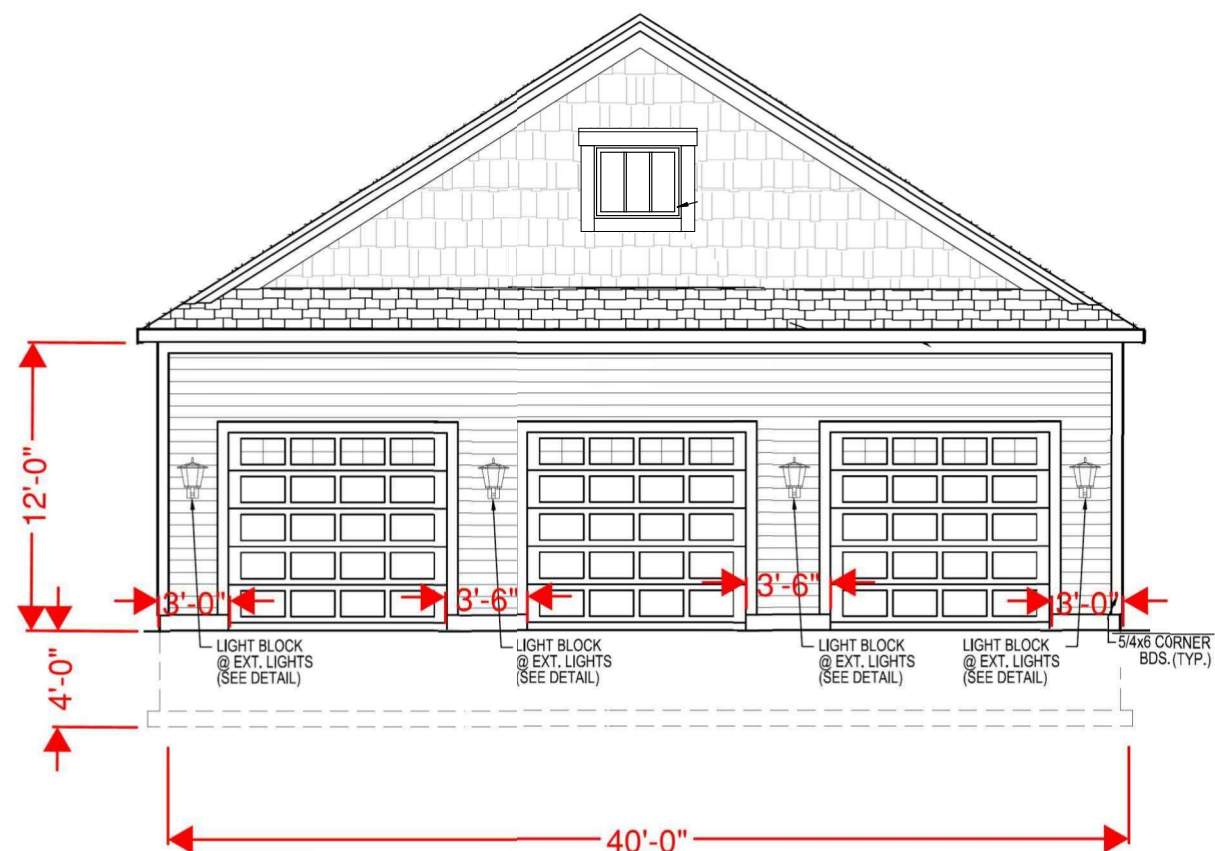
CRAFTSMAN ELEVATION
LEFT ELEVATION
SCALE: 1/8" = 1'-0"



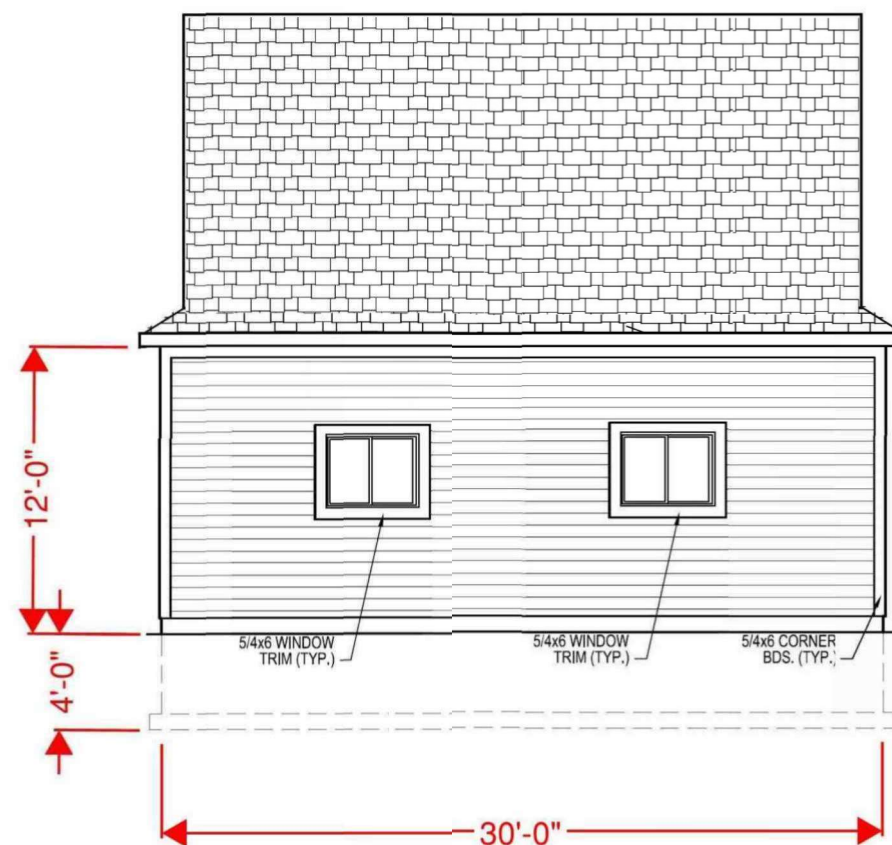
CRAFTSMAN ELEVATION
REAR ELEVATION
SCALE: 1/8" = 1'-0"



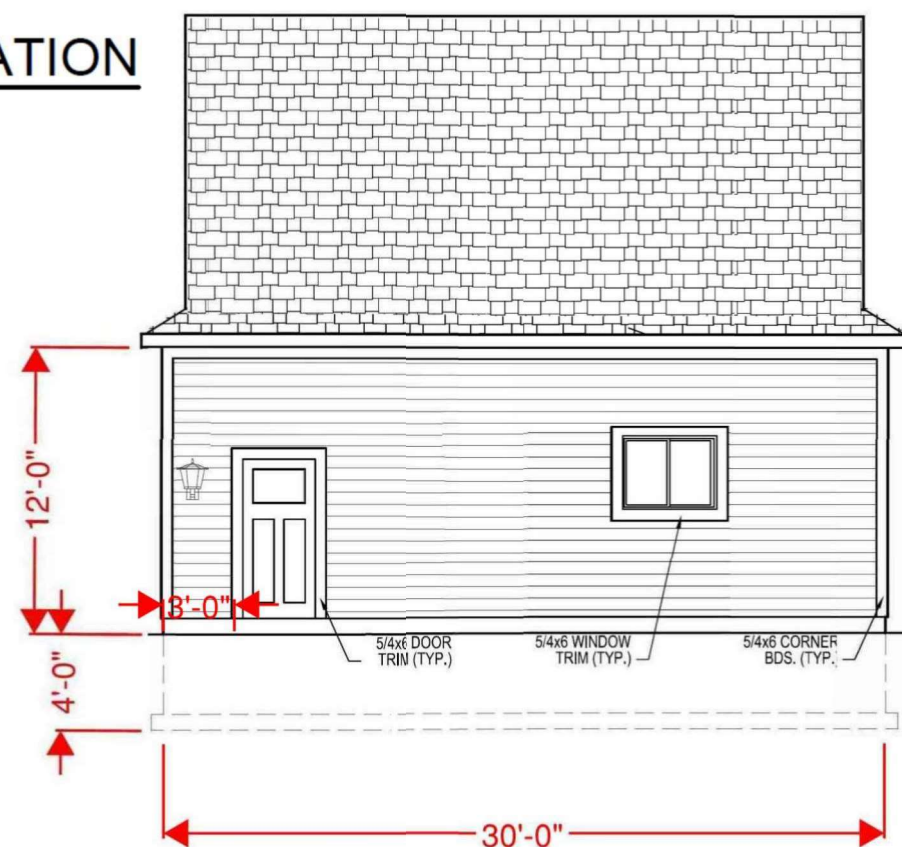
CRAFTSMAN ELEVATION
RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



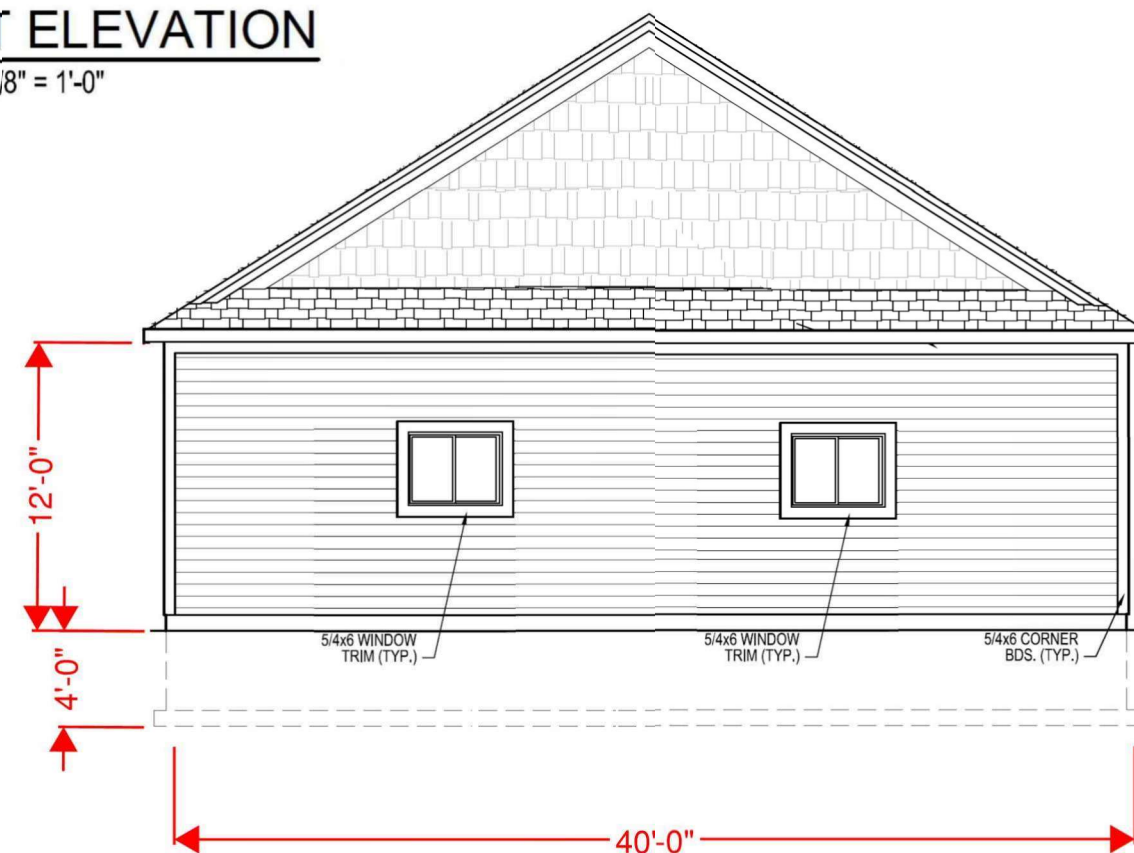
FRONT ELEVATION
SCALE: 1/8" = 1'-0"



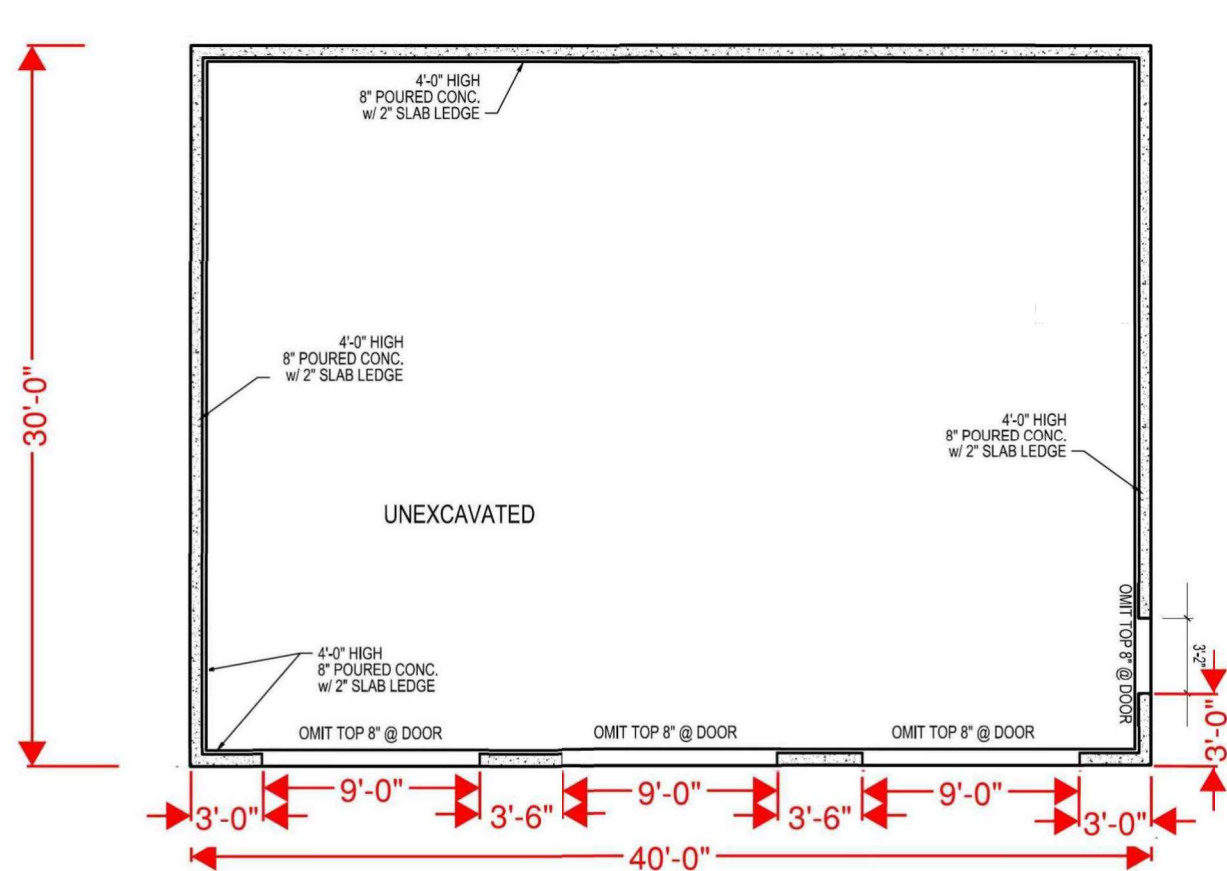
LEFT ELEVATION
SCALE: 1/8" = 1'-0"



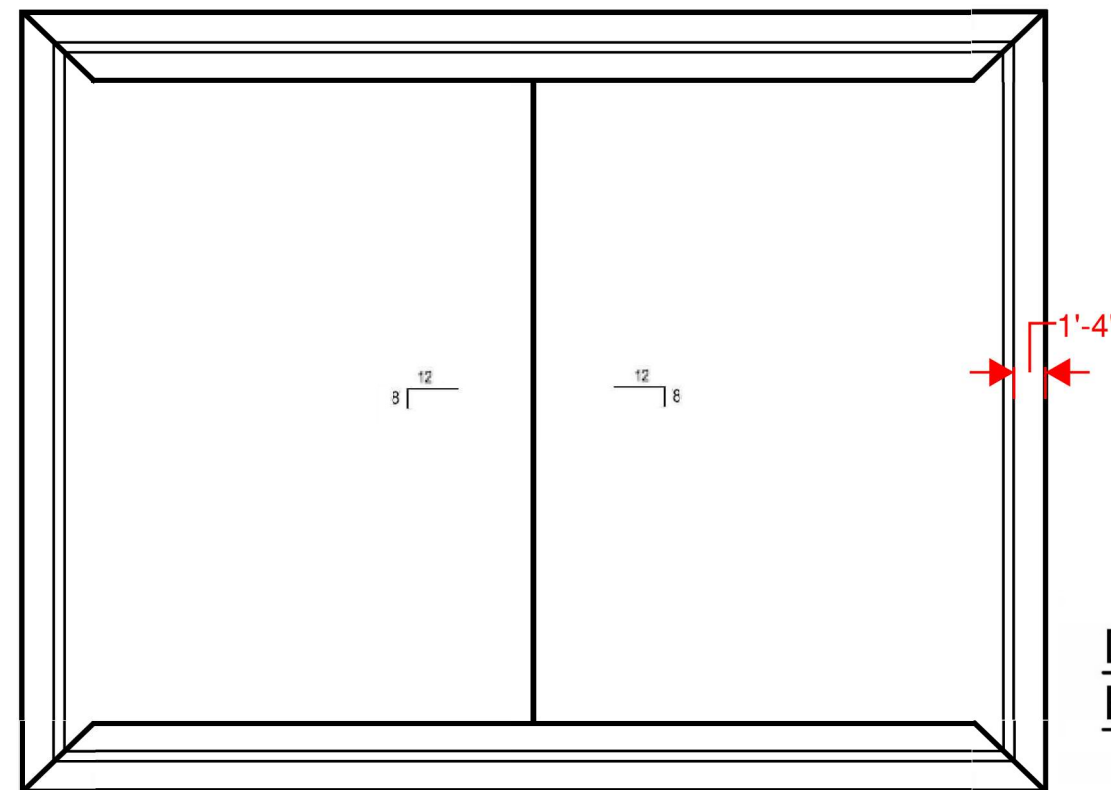
RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



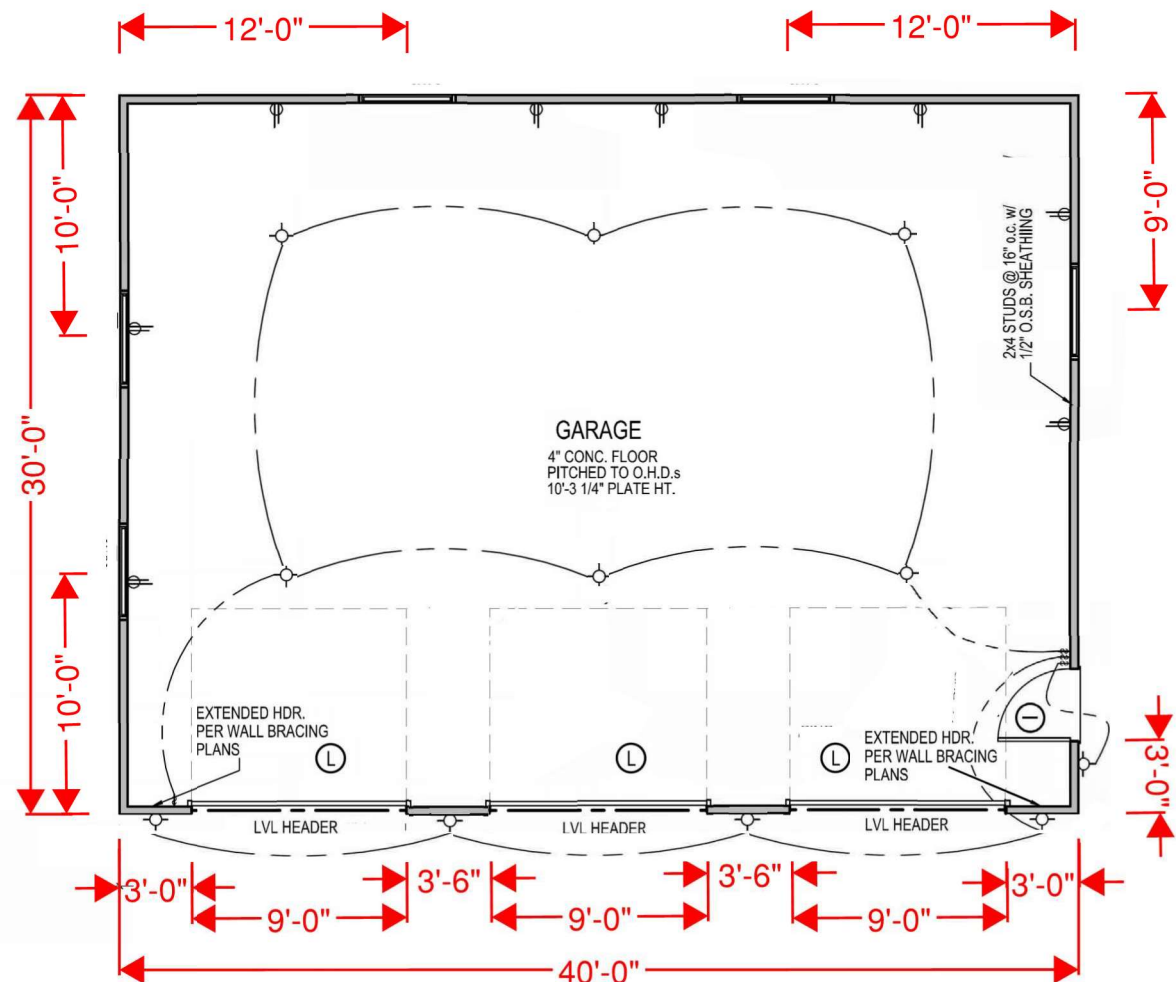
REAR ELEVATION
SCALE: 1/8" = 1'-0"



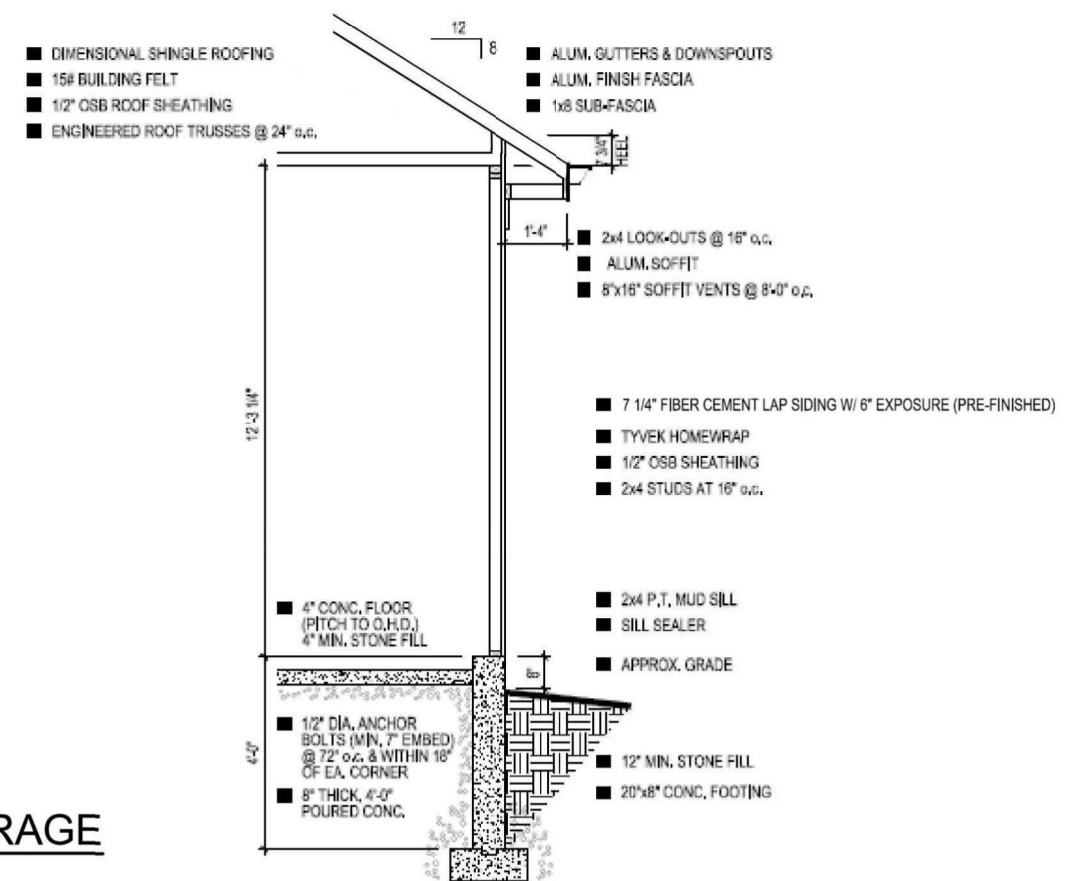
DETACHED GARAGE
FOUNDATION PLAN



DETACHED GARAGE
ROOF PLAN

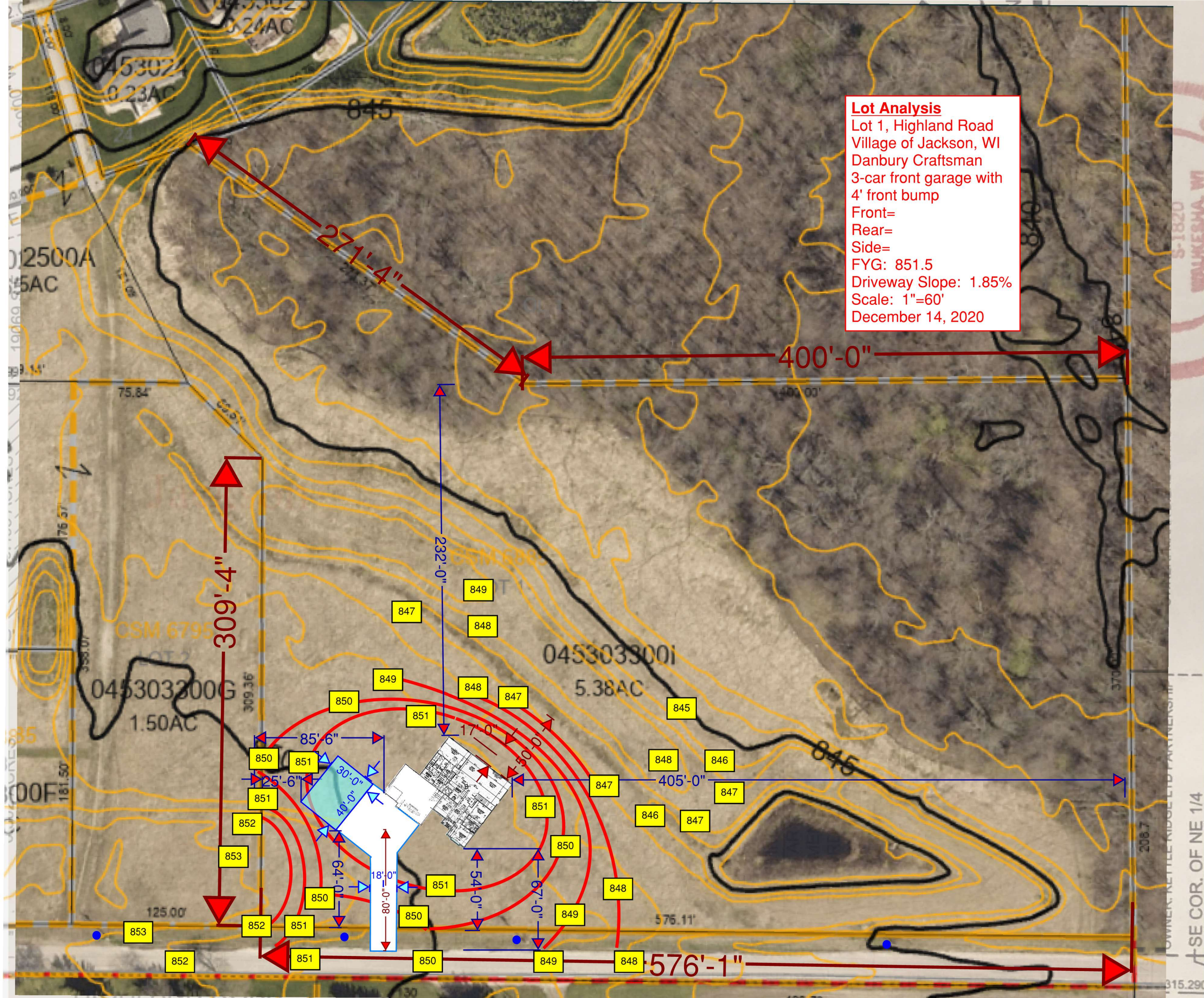


DETACHED GARAGE
FLOOR PLAN



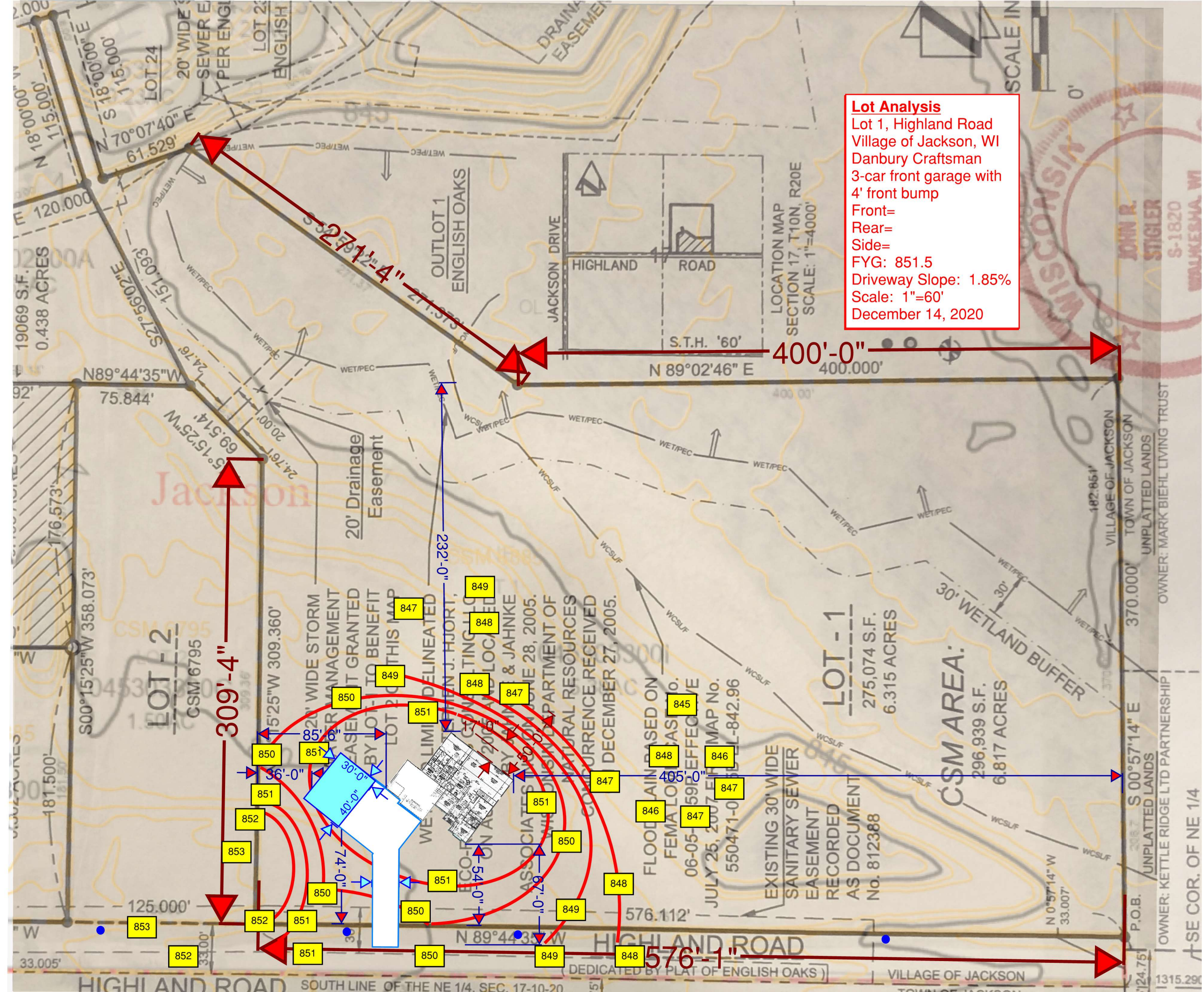
GARAGE SECTION

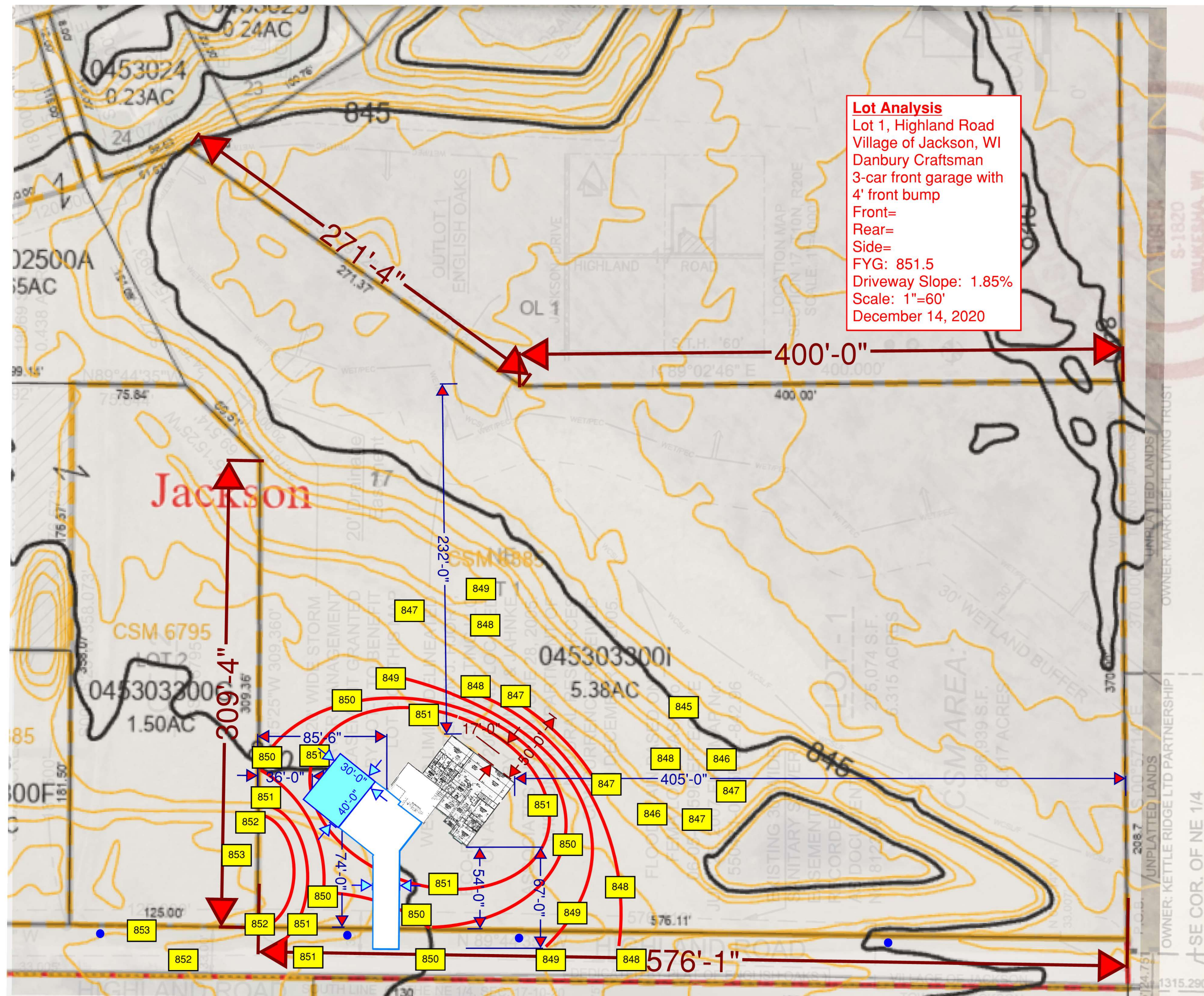
SCALE: 1/4" = 1'-0"



Lot Analysis

Lot 1, Highland Road
Village of Jackson, WI
Danbury Craftsman
3-car front garage with
4' front bump
Front=
Rear=
Side=
FYG: 851.5
Driveway Slope: 1.85%
Scale: 1"=60'
December 14, 2020





VILLAGE OF JACKSON

N168W20733 MAIN ST.

P O BOX 637

JACKSON, WI 53037-0147

Receipt Nbr: 238900**Date:** 1/14/2021**Check****RECEIVED
FROM** LOOSEN, ANDREWS & STACEY

\$50.00

<u>Type of Payment</u>	<u>Description</u>	<u>Amount</u>
Accounting	Account Nbr: 100-00-45730-000-000	50.00
	PLANNING / ZONING FEES	
	JAN PLAN COMMISSION MEETING / CK #1504	

TOTAL RECEIVED	50.00
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Receipt Memo: CONCEPT PLAN-GARAGES / CK #1504

STAFF REVIEW COMMENTS
Plan Commission Meeting – January 28, 2021

1. Planned Unit Development – Home Path Financial LP – Morning Meadows Subdivision – Final Plat – Phase 1

Building Inspection

- Developers submittal indicates the Final Plan for Phase 1 includes 89 parcels and three outlots. Phase 1 actually includes twenty-four (24) lots and two (2) outlots. The numbers referenced in the application refer to the total number of parcels and outlots for the entire development upon completion of Phase 3.

Public Works/Engineering

- The Phase 1 Final Plan for Morning Meadows has been changed from the preliminary plat. The changes include renumbering of lots from 1 to 24 and extending Outlot 1 to Tiger Lily Road north of lot 12 to allow for proper drainage of the road which follows the master grading plan. Both changes are acceptable.
- Recommend Approval of the Final Plat for Phase 1 Morning Meadows.

Police Department

- No Comments

Fire Department

- No comments provided

Administrative/Planning

- No Comments

2. Planned Unit Development – Special Use – Joseph & Jennifer Serio – Attached Garage

Building Inspection

- Owners (developers) are proposing to construct single-family home and attached garage on a 1.5 acre parcel located on Highland Rd. The habitable area of the home will be 1,925 sq. ft. with a 39 sq. ft. porch area and a 1,189 sq. ft. attached garage for a total of 3,153 sq. ft.
- Village Ordinance Section 48-108 restricts private garages to no more than 880 sq. ft. or 40% of the living area, whichever is greater. The proposed attached garage would exceed the ordinance limit by 309 sq. ft.

STAFF REVIEW COMMENTS
Plan Commission Meeting – January 28, 2021

- Per the Development Agreement, the property owner (developer) will be required to install Village standard sidewalk, curb & gutter extending the full width of the property line including any repairs/extension of the road surface to the curb/gutter.
- Based on the overall design of the home, the location of the garage along the east side of the house, and the limited impact to the façade fronting Highland Rd., it is staffs position that the over-sized garage would not overpower the visual aesthetics of the home or appear out of place or non-conforming to other homes located in the area and therefore recommends approval.

Public Works/Engineering

- No Comments

Police Department

- No Comments

Fire Department

- No comments provided

Administrative/Planning

- No Comments

3. Concept Plan – Andrew & Stacey Loosen – Attached Garage & Detached Garage

Building Inspection

- Owners (developers) are proposing to construct a 2,330 sq. ft. home on a 5.38 acre parcel on Highland Road. The home includes a 787 sq. ft. attached garage and a 47 sq. ft. porch area for a total of 3,164 sq. ft.
- The owners also intend to construct a 30' x 40' detached garage that is 1,200 sq. ft in area. Per the submittal, this garage would be similar in design and materials to the home.
- Village Ordinance Section 48-108(b) establishes a limit of just one private garage structure per lot.

STAFF REVIEW COMMENTS

Plan Commission Meeting – January 28, 2021

- Village Ordinance Section 48-108(a) restricts accessory uses to a maximum height of 15 feet. The proposed detached garage would be nearly 23-feet in height when finished.
- Village Ordinance Section 48-108(b)(2) also restricts private garages to no more than 880 sq. ft or 40% of the living area, whichever is greater. The proposed detached garage would exceed the ordinance limit by 320 sq. ft.
- Owners are requesting preliminary approval of the Concept Plan so they may move forward with purchasing of the parcel. A formal approval via Plan Commission and Village Board would need to be completed prior to the development commencing.
- While the parcel size could certainly accommodate the home and detached garage, there is no precedent for such a request meaning, there is no other property within Village limits that is similar in scope and size to what is being proposed here. While secondary detached garages have been approved through Special Use requests in the past, they have been substantially smaller in size to the one being proposed. Additionally, the combined area of both garages would equal nearly 2,000 sq. ft. Staff is concerned that approval of this request would establish additional precedents for similar future requests.

Public Works/Engineering

- Per the Development Agreement, the property owner (developer) will be required to install Village standard sidewalk and curb extending from the westerly property line up to the western edge of the driveway, including any repairs/extension of the road surface to the curb/gutter.
- The lot size and configuration of the proposed detached garage with the primary structure on the lot gives justification to allow the construction of the detached garage structure.

Police Department

- No Comment

Fire Department

- No comments provided

Administrative/Planning

- No Comments

STAFF REVIEW COMMENTS
Plan Commission Meeting – January 28, 2021

4. Conditional Use Permit – Special Use – Design to Construct – Custom Service Hardware

Building Inspection

- Owner is proposing to convert a single-tenant building into a two-tenant building to accommodate both the existing tenant/owner and a new tenant/owner. The property is Zoned M-1 (Limited Manufacturing) and requires a Conditional Use approval.
- The proposed new use is consistent with the current use and other businesses within the immediate vicinity. No significant environmental impacts are anticipated outside of an increase in water/sewer usage and the expected increase in passenger vehicles and heavy truck traffic.
- Building plans will require submittal to and approval from the State of Wisconsin. Various permits will be required for the planned alterations based on the full scope of work. It is unknown at this time if/how the utilities may need to be separated.
- A secondary address will need to be assigned to the building.
- Sign permits will be required for any proposed signage.

Public Works/Engineering

- No Comments

Police Department

- No Comments

Fire Department

- No comments provided

Administrative/Planning

- No Comments

STAFF REVIEW COMMENTS
Plan Commission Meeting – January 28, 2021

5. Planned Use Development – Design to Construct – Spec Building (N172 W21843-53 Northwest Passage)

Building Inspection

- Proposal includes the construction of a 70,400 sq. ft. building to accommodate two future tenants. Developers submittal and site plans indicate the building would be located on a 5 acre parcel however, Washington County GIS indicates this is actually a 7.01 acre parcel incorporating lands south and west of the Village well structure. Developer should clarify whether the parcel will be divided.
- The parcel abuts a regional stormwater pond on the east and Village Well #5 to the west. A similar type of building is currently under construction along the north side of Northwest Passage by the same developer.
- All future tenants may be required to submit PUD Amendment applications for review and approval by the Village. Generally, the proposed use is consistent with surrounding uses.
- Recommend a personnel access door be included in the refuse enclosure.
- Architecturally, the building is consistent with the surrounding structures.
- Site landscaping appears to be typical.

Public Works/Engineering

- The proposed building provides a complimentary presence of structures at the entrance and to the remaining industrial park. As promised to the Developer, the Jackson Water Utility will look to enhance the appearance of the adjacent well house structure once the building construction is underway.

Police Department

- No Comments

Fire Department

- No comments provided

Administrative/Planning

- No Comments