

AGENDA

Board of Public Works Meeting

Tuesday, September 26, 2017 - **7:00 p.m.**

Jackson Village Hall

N168W20733 Main Street

Jackson WI 53037

1. Call to Order and Roll Call.
2. Approval of Minutes for August 29, 2017, meeting.
3. Discussion on year-round street parking Georgetown Drive.
4. Update on Chateau Dr Reconstruction Project.
5. Update on Reconstruction of Water and Street Department Building.
 - Cedar Corp Professional Service Proposal – Salt Storage Building.
 - Review of Ventilation System for Vehicle area.
 - Discussion using existing garage doors from old Street Department Building.
6. 2018 Budget Presentation – Building Inspection Department.
7. 2018 - Five (5) year Capital Improvements Program.
8. 2018 – Public Works Equipment Program.
9. 2018 Budget Presentation – Public Works, Water & Wastewater Utilities.
10. Director of Public Works Report.
11. Citizens/Village Staff to address the Board.
12. 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.

It is possible that members of the Village Board may attend the above meeting. No action will be taken by any governmental body at this meeting other than the governmental body specifically referred to in this meeting notice. This notice is given so that members of the Village Board may attend the meeting without violating the open meeting law.

DRAFT MINUTES
Board of Public Works Meeting
Tuesday, August 29, 2017 –7:00 p.m.
Jackson Village Hall
N168W20733 Main Street

1. Call to Order and Roll Call.

Chairman Tr. Don Olson called the meeting to order at 7:00 p.m.

Members present: Brian Heckendorf, Tr. Lippold, Gloria Teifke, Scott Thielmann, and Tr. Kufahl.

Excused: Linda Granec.

Staff present: Brian Kober, John Walther, and Deanna Boldrey.

2. Approval of Minutes for July 25, 2017, meeting.

Motion by Scott Thielmann, second by Tr. Lippold to approve the minutes of the July 25, 2017, Board of Public Works meeting.

Vote: 6 ayes, 0 nays. Motion carried.

3. Review of Cedar Corp. Professional Service Proposal – Public Safety Building.

Corey Scheidler of Cedar Corp presented the proposal for the public safety building which included site development, coordination, planning and schematic design development. The proposal will set the wheels in motion. The space comparison used the community proper not the service areas. The fire department is about 20,000 square feet of the project and 11,000 is shared square footage.

Discussion ensued of the townships that the village contracts with and their contribution to the facility. Discussion ensued of a Fire Company versus Fire District. Discussion ensued of the annual budget. The maintenance of the building is in the annual budget.

Brian Heckendorf questioned if the cart is before the horse as we do not have the property.

Corey stated that this type of facility could improve the ISO ratings. Discussion ensued of the fire equipment and the use of the tanker ensued. The tanker is for small grass fires and some smaller Village fires.

Motion by Tr. Kufahl, second by Tr. Lippold to recommend approval of the Cedar Corp.

Professional Services Proposal for the Public Safety Building.

Vote: 5 ayes, 1 nays (Tr. Olson). Motion carried.

4. Review of Change Order #1 – SCADA Project – Altronex Control Systems.

Brian introduced Greg Dressler of Town and Country to review change order #1 for the SCADA Project. The items were priced by LW Allen. There were some wires that need replaced and it is easier to replace them now rather than a later date. The luxury items have been crossed out. There might be an allowance from the computers of \$15,000-\$20,000. The warranty is a two year warranty. The current computers are less than two years old. When the computers were replaced the intelisys would not communicate with the SCADA system. The prior integrator was not compatible with the fiber optics.

Motion by Tr. Kufahl, second by Tr. Olson to recommend approval of the change order #1 in an amount not to exceed \$33,524, with the understanding that the computer allowance will be used to offset.

Vote: 6 ayes, 0 nays. Motion carried.

5. Review of BID for TIF #4 Paving Project and other projects.

Brian Kober distributed the bid documents. There were three contractors that took out the paperwork and then there was one bid. Alcan Court and Alcan Drive are the base bid and main component of the paving project. This is for TIF #4. The project be completed by September 28th. The alternate bids included Living Word Lane, Stonewall Drive and Georgetown Drive, Highland Road, and English Oaks Drive. This is \$8.75 a square yard. Brian recommended to continue with the TIF #4 projects and then rebid the alternate components next year.

Base Patching, Concrete Curb & Gutter, and Concrete Sidewalk were additionally bid.

Brian will have the number for the base patch and curbing by the September 12th Budget and Finance and Village Board meeting.

Motion by Tr. Olson, second by Scott Thielmann recommend to accept the base bid of Alcan Drive and Alcan Court with the understanding that there may be changes to the concrete that will be decided at the Village Board Meeting. The alternate items will be rebid next year.

Vote: 6 ayes, 0 nays. Motion carried.

6. Update on Reconstruction of Water and Street Department Building.

Brian reported on the item. He gave status of the building. Right now the building is in the drywall stage. The orange peel will go on this Friday. The painting will start after Labor Day, then the doors and windows will be installed and plumbing completed. Brian commented that the goal is for the Street Department to move in by November 1st. The major costs were moving the columns out of the way; that was \$40,000 and did not include the engineering. The heating and cooling systems have been completed. The cooling unit on the roof could be used; however, the rest of the heating and cooling had to be replaced.

Vehicles are being stored inside the building. Brian is looking at proper ventilation systems.

The building is completely sprinklered.

\$240,000 has been spent to date. Discussion ensued of what the remaining costs are.

Discussion ensued of the amount spent to date and the needed communication. Discussion ensued of the salt shed and salt storage.

Discussion ensued of dismantling the old street building. Brian Kober commented that the doors of the old building will be used at the new building. The fencing is moving to the new facility. The lighting and modine heating of the old building will be used at the new building.

Tr. Kufahl commented that he would like to see any additional expenses (prior to expenditure) go through the Board of Public Works Committee, Budget and Finance Committee, and Village Board. Brian commented that he will have a list by the next meeting. Brian has been using local contractors. The computer server had to be moved as well. A locker room and shower were installed. Brian offered to give a tour of the building.

Tr. Olson would like a detailed list of the outstanding items and associated costs and salt storage options for the next Budget and Finance Committee meeting and Village Board meeting.

7. **Announcing the Public Information Meeting for the CTH P Reconstruction Project.**
A public informational meeting for the Reconstruction Project of CTH P will be held on September 14th starting at 6 p.m. at the Gathering Hall at the Community Center.
8. **Review of the Final Special Assessment for Chateau Drive Project.**
Brian Kober reviewed the distributed report on the project with the final assessments. Motion by Tr. Kufahl, second by Brian Heckendorf to recommend approval of the final special assessment for Chateau Drive Project. A resolution with public hearing will be prepared for the September 12th meeting.
Vote: 6 ayes, 0 nays. Motion carried.
9. **Discussion on closing out Buteyn-Peterson Contract – Wilshire Drive Project.**
Discussion ensued of the project. Some of the properties need to be raked out and then need an extra layer of topsoil. Brian recommended to close the project and retain the \$5,000. Discussion ensued that taking the lowest bidder may not necessarily be the best option. Motion by Tr. Olson, second by Tr. Lippold to recommend to close the contract and to keep the retainage.
Vote: 6 ayes, 0 nays. Motion carried.
10. **Director of Public Works report.**
Brian Kober gave the report. Motion by Tr. Lippold, second by Brian Heckendorf to place the Director of Public Works report on file.
Vote: 6 ayes, 0 nays. Motion carried.
11. **Citizens/Village Staff to Address the Board.**
Ron Stuebs commented he will bring his items next Spring.
Ray Glock of English Oaks is a past president of the homeowners association at English Oaks. He reported that in 2012 MLG, LLC set aside funds for the final lift of asphalt. In December of 2015 a letter from MLG's legal team was sent to the Village stating that they dissolved and that there was no longer money available for the final lift of asphalt. MLG is still active in the subdivision and charging homeowners for plan review.
Russ Maki of Georgetown Drive commented on parking on Georgetown Drive.
Kurt Meyers of Georgetown Drive commented on parking on Georgetown Drive.
Gloria Tiefke questioned if there were any soil testing done on the site where the pallet business was on Main Street.
12. **Adjourn.**
Motion by Tr. Lippold, second by Tr. Kufahl to adjourn at 8:42 p.m.
Vote: 6 ayes, 0 nays. Motion carried.

Respectfully submitted by: Deanna L. Boldrey, Village Clerk-Treasurer

Agenda item documents were not received in time to be part of the packet.

The information will be distributed at the meeting.

- Do not use a seed mixture. All seed shall be a pure grass seed.
- Ask residents a day before doing your work to mow their lawns, if needed, otherwise bring a mower to cut down the existing vegetation.
- Check all mailboxes for looseness and tighten up as needed.



September 19, 2017

CUST ID No. 1876

ATTN: Buildings & Structures Building Inspector

STEVEN M BAILEY
HEATING DESIGN & CONSULTING
2824 32ND ST N
WISCONSIN RAPIDS WI 54494-1883

BUILDING INSPECTION
VILLAGE OF JACKSON
PO BOX 637
JACKSON WI 53037-0637

CONDITIONAL APPROVAL

(Please forward a copy of this letter to the fire department conducting inspections of this project.)

PLAN APPROVAL EXPIRES: 06/21/2019

SITE:

Jackson Public Works Building
W194 N16660 Eagle Dr.
Village of Jackson
Washington County

Identification Numbers
Transaction ID No. 2990004
Site ID No. 693755
Please refer to both identification numbers, above, in all correspondence with the agency.

FOR:

Facility: 773643 JACKSON PUBLIC WORKS BUILDING
W194 N16660 EAGLE DR

Addn. / Alt Description: IMC - HVAC System

Object Type: HVAC ICC System Regulated Object ID No.: 1723736 Code Applies Date: 08/21/17
27,130 sq. ft. Area Heated

SITE REQUIREMENTS

- Contact both the State Inspector and the local municipality PRIOR to the start of construction.
- A full size copy of the approved plans, specifications and this letter shall be on-site during construction and open to inspection by authorized representatives of the Department, which may include local inspectors. If plan index sheets were submitted in lieu of additional full plan sets, a copy of this approval letter and index sheet shall be attached to plans that correspond with the copy on file with the Department. If these plans were submitted in an electronic form, the designer is responsible to download, print, and bind the full size set of plans along with our approval letter. A department electronic stamp and signature shall be on the plans which are used at the job site for construction.

The following conditions shall be met during construction or installation and prior to occupancy or use:

KEY ITEMS

- The submitted plans have been reviewed and conditionally approved. An invoice for the amount indicated on the conditional approval letter will be issued to the designer of record. A copy of this letter has been sent to all appropriate parties. Include a copy of the conditional approval letter with the invoice and required fee.
- **IMC 403/SPS 364.0403** - Provide minimum mechanical exhaust ventilation in the amount of 2 cfm/sf of the floor area for areas of the **Shower Room 120**, the minimum amount of exhaust shall be 194 cfm. See SPS Table 364.0403. Such areas include chlorine storage and holding rooms, **shower rooms**, smoking lounges, natatoriums (unless a code exception is met), as well as commercial dry cleaners and laundries. Make-up air shall be provided as required by IMC 403.1.
- **IMC 403/SPS 364.0403** - Provide repair or vehicle service areas with a minimum exhaust ventilation of 0.50 cfm/sf of floor area, as well as sufficient make-up air to maintain minimum inside temperature.
IMC 404.1/SPS 364.0404 - An intermittent mechanical exhaust ventilation system may be provided in a garage only if all the conditions required by these sections of the code are met, inclusive of a minimum exhaust rate of 0.75 cfm/sf. Plans indicate the

installation of an intermittent exhaust system. Only those areas which are garage areas (ie. areas that store vehicles ONLY, no service or repair work is allowed to be performed on them) are allowed the use of intermittent exhaust ventilation. The NO₂ sensor shall be set for no more than 1 part per million, the CO sensor set for no more than 35 ppm, and the timer shall be set for operation involving not less than 5 hrs/day. The sensors shall be installed per the listing. If the area served by the sensors exceeds the sensors listed and tested area limitations, then multiple units shall be installed such that complete coverage is ascertained for the space.

The intermittent mechanical exhaust ventilation system as shown on the plans is not allowed in "Shop or Repair" garages.

ALSO ADDRESS

- **IMC 304.6/IFGC 305.4/IBC 1607.7.3** - Provide suspended heating appliances for public garages, service stations, repair garages or other motor vehicle areas at least 8 feet above the floor, unless they are protected from motor vehicle impact via a vehicle barrier system. Where motor vehicles are capable of passing under an appliance, the appliance shall be installed at the clearances required by the appliance manufacturer and not less than 1 ft. higher than the tallest vehicle garage door opening.
- **IMC 403/SPS 364.0403(5)(c)2.** - Janitor closets that have one service sink or receptor must be provided mechanical exhaust ventilation as specified in SPS Table 364.0403 involving a minimum of 75 cfm/janitor closet.
Mechanical Room 127 with the mop sink must have a minimum of 75 cfm exhaust.
- **IMC 502.1.1** - Repair and vehicle service area exhaust air to be drawn from not more than 18 inches above the floor. Repair and vehicle service areas with diesel fueled motor vehicles may have a combination of low and high exhaust inlets. High inlets shall be within 12" of the ceiling.
- **IFGC 620** - Unit heaters shall be supported by hangers and brackets which are noncombustible. Suspended type unit heaters require clearances to combustible materials of not less than 18" at the sides, 12" at the bottom and 6" above the top where the unit has an internal draft hood or 1" above the top of the sloping side of the vertical draft hood. Floor mounted type unit heaters require not less than 6" clearance on the back and one side. Where the flue gasses are vented horizontally, the 6" clearance shall be measured from the draft hood of the vent instead of the rear wall of the unit heater. Floor units shall not be installed on combustible floors unless listed for such use. Reduced clearances are only allowed if part of the unit listing.
- **IMC 502.14/SPS 364.0502(2)** - Provide a source capture system that connects directly to the motor vehicle exhaust system. Please note that Exception 3 of this IMC code section is in conflict with SPS Table 364.0403 vehicle repair area. In such circumstances the most restrictive shall apply per SPS 361.03(2)(a). The source capture system is not required when the motor vehicle exhaust system is connected directly to a noncombustible hose that is not more than 10 feet long and discharges directly to the exterior of the building.

The submittal described above has been reviewed for conformance with applicable Wisconsin Administrative Codes and Wisconsin Statutes. The submittal has been **CONDITIONALLY APPROVED**. The owner, as defined in chapter 101.01(10), Wisconsin Statutes, is responsible for compliance with all code requirements. Only those object types listed above have been approved; other submittals such as plumbing and those listed above under **REQUIRED SUBMITTAL(S)**, may also be required.

All permits required by the state or the local municipality shall be obtained prior to commencement of construction/installation/operation. You are responsible for complying with state and federal laws concerning construction near or on wetlands, lakes, and streams.

This plan has not been reviewed for compliance with fire code requirements, including those for fire lanes and fire protection water supply, so contact the local fire department for further information.

In granting this approval, the Division of Industry Services reserves the right to require changes or additions, should conditions arise making them necessary for code compliance. As per state stats 101.12(2), nothing in this review shall relieve the designer of the responsibility for designing a safe building, structure, or component. The Division does not take responsibility for the design or construction of the reviewed items.

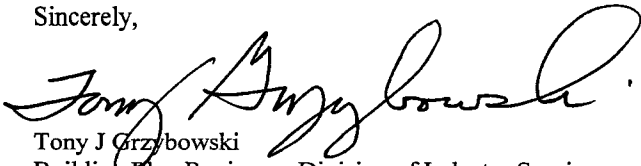
Per s. SPS 361.40(4), projects for buildings of over 50,000 cubic feet total volume shall have supervising professionals who file compliance statements with this agency and the local code officials prior to occupancy of the project. The compliance statement is available on our website. <http://verification.dsps.wi.gov/IndustryServices/Commercial-Buildings-Compliance/DSPSMainForm.aspx>

Inquiries concerning this correspondence may be made to me at the telephone number listed below, or at the address on this letterhead.

Sincerely,

Fee Required \$ 600.00

This Amount Will Be Invoiced. When You
Receive That Invoice, Please Include a Copy
With Your Payment Submittal.


Tony J Grzybowski
Building Plan Reviewer, Division of Industry Services
(920) 492-6502, Mon., Tues., Wed.; 7:00 am - 4:30 pm
tony.grzybowski@wisconsin.gov

cc: Betty J Wiese, State Building Inspector, (414) 852-3694, Monday 7:45 A.M. - 4:30 P.M.
Brian Kober, Village of Jackson

**Confirmation of Client Request for Services
Between Cedar Corporation (ENGINEER)
and the Village of Jackson (CLIENT)**

Authorization to Perform Salt Storage Foundation Design

ENGINEER is hereby authorized to proceed with the project listed below. The services are to be completed in a timely manner mutually agreeable with the CLIENT and ENGINEER.

Project: Salt Storage Building

Scope of Work:

ENGINEER will complete foundation design plans and regulatory submittal plans for the aid in obtaining locally approved plans for the following scope of work:

1. Foundation design for Client provided fabric salt storage structure.
2. Assistance during construction

It is understood that the foundation is to accommodate the Client provided fabric salt storage structure with the potential to construct a wood stud framed building on foundation in the future. The project is to include 5' to 6' high concrete push walls, foundation, and concrete slab for salt storage. Client to provide fabric structure engineered, stamped drawings with loading requirements from supplier.

The plans will be used for regulatory approval processes and for use by the owner in obtaining quotations. The scope of work does not include bidding or contract administration.

Method of Compensation:

Work will be completed on a time and materials, estimated as follows:

1. Foundation Design	52 hours	\$5,000
2. Assistance during construction	20 hours	\$2,000

We will not exceed this amount without authorization from the Village of Jackson.

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

THIS AGREEMENT is hereby approved and executed this ____ day of _____, 017.

VILLAGE OF JACKSON

CEDAR CORPORATION

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By:  _____

Name: Cory Scheidler, AIA

Title: Director

By:  _____

Name: Ronald Dalton, P.E.

Title: Director

STANDARD CONDITIONS

PART I - DESCRIPTION OF SERVICES

- 1.1 CEDAR CORPORATION** agrees to provide professional services for the PROJECT as more completely described in this Agreement.
- 1.2 CEDAR CORPORATION** agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by OWNER. If a special time schedule must be met for a PROJECT, it shall be specifically set forth in this Agreement.

PART II - CLIENT'S RESPONSIBILITIES

Client, at its expense, shall do the following in a timely manner so as not to delay the services,

2.1 INFORMATION/REPORTS

Furnish Cedar Corporation with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, Cedar Corporation may rely upon Client-furnished information without independent verification in performing the Service.

2.2 REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the services.

2.3 GIVE NOTICE

Give prompt written notice to Cedar Corporation whenever Client observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect performance of services under this Agreement.

PART III - BILLING, AND PAYMENT

- 3.1** Cedar Corporation will periodically bill the client with net payment due in 30 days. Unless Client provides Cedar Corporation with a written objection to the bill within 15 days of receipt, Client shall be deemed to accept the bill as submitted.

- 3.2** Where Client disputes some portion of the charges contained in Cedar Corporation's bill for services, he shall make payment of that portion of the bill which is undisputed. In no case may Client elect to withhold payment to Cedar Corporation of the entire amount due.

- 3.3** If Client fails to make any payment due Cedar Corporation for services and expenses after receipt of Cedar Corporation's bill therefore, the amounts due Cedar Corporation shall bear interest from invoice date at the rate set forth in this agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of Cedar Corporation. In addition Cedar Corporation may, after giving ten (10) days written notice to Client, suspend services under this agreement until paid in full all amounts due under this agreement. In the event Client does not pay, or does not pay timely, Cedar Corporation shall be entitled to collect from Client all amounts due plus expenses, including but not limited to attorney fees, incurred by Cedar Corporation in connection with collection efforts, in addition, the reasonable value of Cedar Corporation's time spent in connection with collection efforts, computed at Cedar Corporation's prevailing fee schedule.

PART IV - STANDARD TERMS AND CONDITIONS

- 4.1 STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. Professional services are not subject to, and Cedar Corporation cannot provide any warranty or guarantee, either express or implied. Any such warranties or guarantees contained in any purchase orders, Client action, requisitions or notices to proceed issued by Client are specifically objected to by Cedar Corporation.

- 4.2 CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement and in any addenda to the Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during

initial phases. As the project progresses, facts discovered may indicate that scope must be redefined.

- 4.3 SAFETY.** Cedar Corporation has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Cedar Corporation specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Cedar Corporation employees.

- 4.4 DELAYS.** If events beyond the control of Client or Cedar Corporation, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of god or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement or in any Addenda to this Agreement, then such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Cedar Corporation shall be entitled to an equitable adjustment in compensation.

- 4.5 TERMINATION.** Either party may terminate this Agreement at the end of the term hereof, or any extension thereof, upon 30 days written notice to the other party as provided at PART I above.

Also, this Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar day's written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. If Cedar Corporation terminates as a result of Client default or the Client terminates for cause, Cedar Corporation shall be paid for services performed to the termination date including reimbursable expenses due. Upon receipt of the terminating action, Cedar Corporation shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to Client all appropriate documents prepared under the Agreement whether completed or in process.

- 4.6 OPINIONS OF PROBABLE CONSTRUCTION COST.** Any opinion of probable construction costs prepared by Cedar Corporation is supplied for the general guidance of the Client only. Since Cedar Corporation has no control over competitive bidding or market conditions, Cedar Corporation cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

- 4.7 RELATIONSHIP WITH CONTRACTORS.** Cedar Corporation shall serve as Client's professional representative for the services, and may make recommendations to Client concerning action relating to Client's contractors. However, Cedar Corporation specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

- 4.8 CONSTRUCTION REVIEW.** For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the municipal project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Cedar Corporation harmless from any claims resulting from performance of municipal services by persons other than Cedar Corporation.

- 4.9 INSURANCE.** Cedar Corporation will maintain insurance coverage for Professional Liability, Comprehensive General, Automobile, Workers Compensation, and Employer's Liability in amounts in accordance with applicable legal requirements as well as Cedar Corporation's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

- 4.10 ALLOCATION OF RISKS.** To the fullest extent permitted by law, Cedar Corporation shall indemnify and hold harmless, Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all

court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Cedar Corporation or Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants in the performance and furnishing of Cedar Corporation's services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Cedar Corporation, Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, Cedar Corporation's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by the negligence of Cedar Corporation and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Cedar Corporation's negligence bears to the total negligence of Client, Cedar Corporation, and all other negligent entities and individuals.

4.11

HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Cedar Corporation and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Project scope of work. Cedar Corporation agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it retains title to all hazardous

material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transporting or storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Cedar Corporation to execute such documents as Client's agent. Client waives any claim against Cedar Corporation and agrees to defend, indemnify, and save Cedar Corporation harmless from any claim or liability for injury or loss arising from Cedar Corporation's discovery of unanticipated hazardous materials or suspected hazardous materials.

4.12 ACCESS. Client shall provide Cedar Corporation safe access to any premises necessary for Cedar Corporation to provide the services.

4.13 REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Cedar Corporation for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is discovered within such thirty (30) day period it shall be corrected at no additional cost to Client. Following the expiration of this thirty (30) day

period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Cedar Corporation from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client. Cedar Corporation agrees that all plans, engineering designs, electronic and computer data and imagery relating to Client's projects are the property of the Client and shall be presented to Client at no additional cost upon written request.

4.14 AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

4.15 ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

4.16 DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs, including attorneys' fees from the other party.

4.17 NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any

other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

4.18 NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's municipal project contractors.

4.19 SEVERABILITY. The various terms, provisions and covenants contained in this Agreement or any addenda shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

4.20 AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

4.21 OTHER. Cedar Corporation reserves the right to enter into agreements with other design professionals for portions of the work included under this Agreement. Where this subagreement would represent a major portion of the design work, Cedar Corporation shall receive approval of Client for this subagreement.

Agenda item documents were not received in time to be part of the packet.

The information will be distributed at the meeting.

Village of Jackson
5 YEAR CAPITAL IMPROVEMENTS
2018 Budget Year
Date: 9/12/2017

Improvement Projects	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	
S. Center Street Area Master Plan							\$450,000					
Ped Crossing Signal Lights - CTH P & HWY 60												DOT Project in 2019
Chateau Stub Removal									\$50,000			
TIF #4 Projects					\$300,000							Jackson properties Development
Eagle Drive and Hickory Lane									\$50,000	\$750,000	\$750,000	
Ridgeway Dr from Main St to Chestnut Ct / Ridgeway Ct					\$30,000	\$800,000						
Ridgeway Dr from Chestnut Ct to Willow Ridge Dr/Chestnut Ct												
Water main under tracks Cedar Creek Road (Laurel Springs)						\$50,000						Developer expense other than 16 inch water main
Willow Ridge /Hunters Rd Reconstruction								\$30,000	\$500,000			
Chateau Drive from Wilshire Drive to Willow Ridge Dr												
Water main on Sherman (Dallmann Village Phase 2)												Part of Town supply of water
Water/Sewer Main - Sherman Rd (Glen Brooke Dr to Well 4)												Developer expence?
Interceptor Hiking Trail												Could happen with sewer replacement
ParknRide Lot and Shared Use Path	\$600,000											CMAQ Grant
Aspen/Linden/Hawthron Drive Storm Sewer							\$20,000	\$450,000				
Wilshire Dr from Jackson Dr to Georgetown Dr			\$30,000	\$318,528								
Chateau Drive from Wilshire Drive to West End				\$25,000	\$388,770							
Georgetown Drive from Jackson Drive to Rideway Drive		\$30,000	\$400,000									
Cedar Creek Road Reconstruction												
Repaving Cedar Creek Rd / Jackson Drive						\$100,000						
STH 60 Shared Use Path Ridgeway Drive to Eagle Drive							\$275,000					DNR Grant/Special Assessment
Total	\$600,000	\$30,000	\$430,000	\$343,528	\$718,770	\$950,000	\$745,000	\$480,000	\$600,000	\$750,000	\$750,000	

Village of Jackson
Public Works Equipment
2018 Budget Year
September 12, 2017

Equipment Description	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Big Orange #1, (1998) 1998 paid 2002										\$172,000	\$175,000					
Big Orange #2, (2002) 2003 paid 2008	\$20,000											\$180,000				
Big Orange #3 Snow Plow (2009)		\$140,300												\$190,000		
Big Orange #4 Snow Plow (2013)					\$158,000											\$190,000
Backhoe/Loader New Holland (2012)					\$71,040											
Snowblower JohnDeer Loader (1999)																
New 1 ton Diesel Truck	\$8,400											\$60,000				
New 1 ton GAS Truck					\$55,000								\$60,000			
Brush Chipper				\$36,000												
replace waste supt truck										\$24,000						
replace bucket truck (2004)																
John Deer Loader (1992)													\$125,000	\$125,000		
Bob Cat Skid Steer								\$5,000								
Vac / Jetter Truck WWTP																
replace Water Super truck										\$24,000						
Street Pick-up										\$38,000						
Bob Cat Skid Steer (2002)								\$19,000								
Zero Turn lawn mower	\$13,000	\$14,000								\$17,000	\$15,000	\$15,000				
Trailer to haul mowers / skid loader											??????					
New Case Tractor to replace Allis															\$15,000	
Ballfield Groomer								\$16,000								
Total	\$41,400	\$154,300	\$0	\$36,000	\$284,040	\$0	\$0	\$40,000	\$0	\$275,000	\$190,000	\$255,000	\$185,000	\$315,000	\$15,000	190000

Agenda item documents were not received in time to be part of the packet.

The information will be distributed at the meeting.

Public Works Report

September 26, 2017

Treatment Plant - Designed Capacity – 1.67 million gallons per day
 Peak Flow Capacity – 6.0 million gallons per day

Year 2015

January	Avg. Flow 667,774 g.p.d.	Min. Flow 617,000 g.p.d.	Max. 713,000 g.p.d.
February	Avg. Flow 620,893 g.p.d.	Min. Flow 591,000 g.p.d.	Max. 662,000 g.p.d.
March	Avg. Flow 753,484 g.p.d.	Min. Flow 597,000 g.p.d.	Max. 885,000 g.p.d.
April	Avg. Flow 1.203 MGD	Min. Flow 705,000 g.p.d.	Max. 3.759 MGD
May	Avg. Flow 775,323 g.p.d.	Min. Flow 584,000 g.p.d.	Max. 1.317 MGD
June	Avg. Flow 905,633 g.p.d.	Min. Flow 661,000 g.p.d.	Max. 1.409 MGD
July	Avg. Flow 696,290 g.p.d.	Min. Flow 571,000 g.p.d.	Max. 912,000 g.p.d.
August	Avg. Flow 726,935 g.p.d.	Min. Flow 558,000 g.p.d.	Max. 1.254 MGD
September	Avg. Flow 728,240 g.p.d.	Min. Flow 526,000 g.p.d.	Max. 1.364 MGD
October	Avg. Flow 505,516 g.p.d.	Min. Flow 409,000 g.p.d.	Max. 691,000 g.p.d.
November	Avg. Flow 696,800 g.p.d.	Min. Flow 494,000 g.p.d.	Max. 1.583 MGD
December	Avg. Flow 897,258 g.p.d.	Min. Flow 616,000 g.p.d.	Max. 1.799 MGD

Year 2016

January	Avg. Flow 611,323 g.p.d.	Min. Flow 451,000 g.p.d.	Max. 924,000 g.p.d.
February	Avg. Flow 640,793 g.p.d.	Min. Flow 496,000 g.p.d.	Max. 851,000 g.p.d.
March	Avg. Flow 821,839 g.p.d.	Min. Flow 567,000 g.p.d.	Max. 1.463 MGD
April	Avg. Flow 718,000 g.p.d.	Min. Flow 563,000 g.p.d.	Max. 1.079 MGD
May	Avg. Flow 615,000 g.p.d.	Min. Flow 490,000 g.p.d.	Max. 937,000 g.p.d.
June	Avg. Flow 622,700 g.p.d.	Min. Flow 513,000 g.p.d.	Max. 892,000 g.p.d.
July	Avg. Flow 690,935 g.p.d.	Min. Flow 457,000 g.p.d.	Max. 1.074 MGD
August	Avg. Flow 1.039 MGD	Min. Flow 822,000 g.p.d.	Max. 1.338 MGD
September	Avg. Flow 1.333 MGD	Min. Flow 813,000 g.p.d.	Max. 2.166 MGD
October	Avg. Flow 1.319 MGD	Min. Flow 949,000 g.p.d.	Max. 2.572 MGD
November	Avg. Flow 1.111 MGD	Min. Flow 859,000 g.p.d.	Max. 1.818 MGD
December	Avg. Flow 1.211 MGD	Min. Flow 889,000 g.p.d.	Max. 2.063 MGD

Year 2017

January	Avg. Flow 1.230 MGD	Min. Flow 979,000 g.p.d.	Max. 1.606 MGD
February	Avg. Flow 1.204 MGD	Min. Flow 926,000 g.p.d.	Max. 2.141 MGD
March	Avg. Flow 1.559 MGD	Min. Flow 1.09 MGD	Max. 2.398 MGD
April	Avg. Flow 1.552 MGD	Min. Flow 1.049 MGD	Max. 2.446 MGD
May	Avg. Flow 1.392 MGD	Min. Flow 666,000 g.p.d.	Max. 2.588 MGD
June	Avg. Flow 1.283 MGD	Min. Flow 763,000 g.p.d.	Max. 2.429 MGD
July	Avg. Flow 1.225 MGD	Min. Flow 879,000 g.p.d.	Max. 1.711 MGD
August	Avg. Flow 1.049 MGD	Min. Flow 750,000 g.p.d.	Max. 1.414 MGD

Years Summary of Water Consumption

2004 Total Pumpage 216,055,000 gallons	2005 Total Pumpage 223,215,000 gallons
2006 Total Pumpage 207,719,000 gallons	2007 Total Pumpage 217,224,000 gallons
2008 Total Pumpage 229,613,000 gallons	2009 Total Pumpage 231,160,000 gallons
2010 Total Pumpage 239,326,000 gallons	2011 Total Pumpage 240,268,000 gallons
2012 Total Pumpage 253,492,000 gallons	2013 Total Pumpage 228,371,000 gallons
2014 Total Pumpage 230,973,000 gallons	2015 Total Pumpage 222,621,000 gallons
2016 Total Pumpage 254,531,000 gallons	

Year 2015

Jan.	Avg.	599,680 g.p.d.	Highest Day 719,000 gals.	Total	18,590,000 gallons
Feb.	Avg.	587,040 g.p.d.	Highest Day 736,000 gals.	Total	16,437,000 gallons
March	Avg.	582,970 g.p.d.	Highest Day 698,000 gals.	Total	18,072,000 gallons
April	Avg.	601,370 g.p.d.	Highest Day 928,000 gals.	Total	18,041,000 gallons
May	Avg.	585,260 g.p.d.	Highest Day 698,000 gals.	Total	18,143,000 gallons
June	Avg.	640,430 g.p.d.	Highest Day 779,000 gals.	Total	19,213,000 gallons
July	Avg.	722,550 g.p.d.	Highest Day 989,000 gals.	Total	22,399,000 gallons
August	Avg.	733,420 g.p.d.	Highest Day 1.197 MGD	Total	22,736,000 gallons
Sept	Avg.	615,700 g.p.d.	Highest Day 753,000 gals.	Total	18,471,000 gallons
Oct	Avg.	594,840 g.p.d.	Highest Day 945,000 gals	Total	18,440,000 gallons
Nov	Avg.	492,630 g.p.d.	Highest Day 599,000 gals	Total	14,779,000 gallons
Dec	Avg.	555,480 g.p.d.	Highest Day 637,000 gals	Total	17,220,000 gallons

Year 2016

Jan.	Avg.	580,680 g.p.d.	Highest Day 734,000 gals.	Total	18,001,000 gallons
Feb.	Avg.	603,930 g.p.d.	Highest Day 710,000 gals.	Total	17,514,000 gallons
March	Avg.	586,650 g.p.d.	Highest Day 693,000 gals.	Total	18,186,000 gallons
April	Avg.	660,200 g.p.d.	Highest Day 1.021 MGD	Total	19,806,000 gallons
May	Avg.	681,130 g.p.d.	Highest Day 997,000 gals.	Total	21,115,000 gallons
June	Avg.	781,870 g.p.d.	Highest Day 1.113 MGD	Total	23,456,000 gallons
July	Avg.	865,610 g.p.d.	Highest Day 1.046 MGD	Total	26,834,000 gallons
August	Avg.	817,940 g.p.d.	Highest Day 1.084 MGD	Total	25,356,000 gallons
Sept	Avg.	700,630 g.p.d.	Highest Day 835,000 gals	Total	21,019,000 gallons
Oct	Avg.	738,520 g.p.d.	Highest Day 1.235 MGD	Total	22,894,000 gallons
Nov	Avg.	654,530 g.p.d.	Highest Day 829,000 gals	Total	19,636,000 gallons
Dec	Avg.	668,190 g.p.d.	Highest Day 779,000 gals	Total	20,714,000 gallons

Year 2017

Jan.	Avg.	630,710 g.p.d.	Highest Day 771,000 gals.	Total	19,552,000 gallons
Feb.	Avg.	640,790 g.p.d.	Highest Day 885,000 gals	Total	17,942,000 gallons
March	Avg.	611,520 g.p.d.	Highest Day 691,000 gals	Total	18,957,000 gallons
April	Avg.	703,070 g.p.d.	Highest Day 1.173 MGD	Total	21,092,000 gallons
May	Avg.	683,420 g.p.d.	Highest Day 988,000 gals	Total	21,186,000 gallons
June	Avg.	762,230 g.p.d.	Highest Day 1.044 MGD	Total	22,867,000 gallons
July	Avg.	730,580 g.p.d.	Highest Day 953,000 gals	Total	22,648,000 gallons
August	Avg.	745,900 g.p.d.	Highest Day 903,000 gals	Total	23,123,000 gallons

Pump Capacity - Well #1- 400 g.p.m. Well #3 -900 g.p.m. Well #4 - 1200 g.p.m. Well #5 – 1,100 g.p.m. Well #6 – 800 g.p.m.

WWTP – Holding & Septage Receiving

2005	\$ 87,562.01	2006	\$101,115.11	2007	\$152,201.07	2008	\$210,441.47
2009	\$183,815.34	2010	\$197,653.66	2011	\$220,576.28	2012	\$236,224.70
2013	\$235,336.46	2014	\$203,938.32	2015	\$210,644.47	2016	\$220,473.17

2015	Holdings (gals)	Grease (gals)	G Decant (gals)	Septage (gals)	S Decant (gals)	Total Billings
Jan	1,326,850			10,250	52,100	\$11,663.89
Feb	1,191,500			2,500	45,400	\$10,171.26
March	1,507,900			16,150	85,900	\$14,102.76
April	1,668,450			35,250	398,200	\$23,878.38
May	1,190,850			31,100	148,600	\$13,890.38
June	1,407,600			37,750	349,100	\$20,794.50
July	1,485,950			33,830	243,660	\$18,589.33
August	1,255,600			28,050	290,860	\$17,810.50
September	1,459,400			15,500	333,350	\$19,899.26
October	1,273,400	7,200		37,150	369,300	\$20,603.82
November	1,336,300			36,200	343,035	\$20,046.14
December	1,610,500			31,200	234,700	\$19,194.26

2016	Holdings (gals)	Grease (gals)	G Decant (gals)	Septage (gals)	S Decant (gals)	Total Billings
Jan	1,359,400			3,500	47,700	\$11,528.02
Feb	1,443,000			1,500	31,350	\$11,666.26
March	1,515,950			5,600	102,900	\$14,166.14
April	1,600,500			25,000	284,250	\$20,110.01
May	1,560,350			24,000	246,200	\$18,817.63
June	1,551,600			49,100	257,900	\$20,048.50
July	1,195,900			21,850	278,400	\$16,803.25
August	1,506,850			29,750	276,250	\$19,397.63
September	1,501,850			48,550	373,430	\$22,541.63
October	1,447,150			126,250	389,054	\$25,629.98
November	1,471,800			40,900	343,250	\$21,255.76
December	1,657,250			11,250	225,160	\$18,508.38

2017	Holdings (gals)	Grease (gals)	G Decant (gals)	Septage (gals)	S Decant (gals)	Total Billings
Jan	1,287,450			10,500	57,100	\$11,503.39
Feb	1,358,400		28,500	1,750	78,550	\$13,361.76
March	1,678,850		22,000	28,100	174,900	\$18,967.89
April	1,581,350			35,600	320,900	\$21,306.63
May	1,745,550			51,150	394,600	\$25,002.63
June	1,664,600			38,700	321,950	\$22,081.26
July	1,599,070			33,100	230,150	\$19,070.78
August	1,669,850			35,100	273,850	\$20,774.14

Final Lift for Developed Subdivisions

Due to only one bidder, the recommendation is to bid the overlays next year.

Rosewood Drive/TIF Expansion Project

The property still has the potential of being developed. A new property owner has a proposal to purchase the property. Also, Washington County is planning on reconstructing CTH P in the same area. We are in discussion with the county on how the sewer and water will be installed across CTH P.

GIS Program

Town and Country Engineering continue to work on the maps, and getting the tablets ready for accessing the maps. An instructional meeting for staff is being scheduled to increase map usage. The opportunity when coming back from the Water Conference to visit with Town & Country in their Madison office to review the database and map corrections that were holding up the project. We are back on track and will start allowing more usage of the maps.

Storm Water Management Plan

We will continue to monitor the system per the Storm Water Management Plan. The plan was submitted at the deadline of June 30, 2017. DNR has not responded on the submitted plan. The Mid-Moraine Collective Group is working a possible group storm water permit. No change.

SCADA Upgrade Project

A pre-con meeting was held on Monday, September 18th for the SCADA project. Piper Electric has started with conduit installation and wiring. The project will get really rolling mid-October with a completion scheduled for mid-December.

Wilshire Drive Project LRIP

The project has been closed out, and the Village has completed the necessary landscaping.

Space Needs Analysis Study

Cedar Corp team continues to meet with staff in developing plans for a new Safety Building. The new professional service proposal is placed on hold until the land purchase is completed..

Chateau Drive Reconstruction Project

The contractor (Buteyn Peterson) for the Chateau Drive Reconstruction met with Village staff and the inspector from Gremmer & Associates for a walkthrough of the project for the creation of a new punch list on Monday, September 18th. The contractor now understands the importance of good landscaping for the project. North Farms is being required by the General Contractor to finish the landscaping.

CTH P and STH 60 Intersection Project

An email will be created and sent to WisDOT on ownership. No change.

Alcan Drive, Alcan Court, & Delaney Court

All contracts have been signed, and street lights will be installed starting the week of September 25th. The paving and curb repair will follow.

Respectfully submitted, Brian W. Kober, P.E.