



**VILLAGE OF JACKSON
VILLAGE BOARD MEETING AGENDA**

Tuesday, January 9, 2024 at 7:30 PM

(Or immediately following Budget & Finance Committee)

Jackson Municipal Complex
Village Board Room
N168W19851 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 with the Clerk prior to speaking. Please note this is the Village Board's monthly business meeting, not a public hearing. People wishing to speak on an item on the agenda should present their comments under this agenda item. Each commenter will be limited to a total of 2 minutes.)
4. Consent Agenda
 - a. Approval of Minutes for the Village Board Meeting of December 12, 2023
 - b. Approval of the Agreement for 2024 Jackson Fire Department Services with the Town of Polk and Town of Jackson
5. Approval of Licenses
 - a. Massage Establishment License Renewal for Blissful Massage, N163 W20135 Ash Drive
 - b. Massage Technician License Renewal for Sarah Ybanez of Blissful Massage, N163 W20135 Ash Drive
6. Budget and Finance Committee
 - a. Pay Request #2 - STH 60 Street Lighting Project - Wil-Surge, in the Amount of \$94,502.93
7. Personnel Committee
 - a. Intergovernmental Agreement for Building Inspection Services - City of Hartford
8. West Bend School District
9. Washington County Board Report
10. Greater Jackson Business Alliance
11. Mid-Moraine Municipal Association Report
12. Adjourn

Persons with disabilities requiring special accommodations for attendance at the meeting should contact the Administration Department at the Jackson Municipal Complex 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.

MINUTES
VILLAGE BOARD MEETING
Tuesday, December 12, 2023 at 7:30 PM
Village Board Meeting

1. Call to Order and Roll Call

The meeting was called to order at 7:30 PM by Pres. Heckendorf.

Members Present: Pres. Heckendorf, Tr. Emmrich, Tr. Engelhardt, Tr. Olson, Tr. Kruepke, Tr. Matter, and Tr. Wells.

Members Excused: None

Members Absent: None

Staff Present: Administrator Jen Keller, Treasurer Darlene Smith, Police Chief Ryan Vossekuil, Fire Chief Aaron Swaney, Building Inspector Collin Johnson, Parks & Recreation Director Kelly Valentino, and Clerk Anastasia Gonstead.

2. Pledge of Allegiance

The Pledge of Allegiance was recited by those who were in attendance.

3. Presentations

a. Presentation from Dillan Krutina of Jackson Scout Troop #765 - Eagle Scout Project Proposal

Dillan Krutina, of Jackson Scout Troop #765, presented his Eagle Scout project proposal to the Village Board. Mr. Krutina explained the proposed chair rail project he would like to complete at the Jackson Community Center.

b. Overview of New Village Website

Clerk Anastasia Gonstead provided an overview of the updated Village of Jackson website, with an emphasis given on the new features.

c. Final Review of the Financial Management Plan

Brian Roemer, with Ehlers, provided a final review of the Financial Management Plan to the Village Board. Mr. Roemer started with a recap of the Utilities (water and sewer), active Tax Increment Districts (TID), and Capital Improvement Plan (CIP).

Mr. Roemer went on to provide a 2024 budget recap, starting with historical data and an explanation of the full levy need, allowable levy and the levy results.

Mr. Roemer's presentation proceeded into an explanation of looking beyond the 2024 budget, including a projected levy stress for the next five years and a projected summary tax levy and

rate for the next five years. He also provided projected tax bills, along with items for future consideration for the 2025 and 2026 budgets.

Mr. Roemer provided a recap of expenditure restraint qualifications, as well as items for future consideration.

Mr. Roemer ended the presentation with a summary of the Financial Management Plan process outcomes and what to look at moving ahead.

Mr. Roemer took questions from the body.

4. Village Citizen Comment on an Agenda Item (Please sign-in with the Clerk prior to speaking. Please note this is the Village Board's monthly business meeting, not a public hearing. People wishing to speak on an item on the agenda should present their comments under this agenda item. Each commenter will be limited to a total of 2 minutes.)

None.

5. Consent Agenda

- a. Approval of Minutes for the Village Board Meeting of November 14, 2023
- b. Resolution 23-29 - Resolution Establishing 2024 Fees for the Village of Jackson, Washington County, Wisconsin
- c. Resolution 23-30 - Resolution Approving Election Officials for 2024-2025, for the Village of Jackson, Washington County, Wisconsin
- d. Resolution 23-31 - Amending Election Inspector Wages
- e. Resolution 23-32 - Resolution Increasing Elected Official Compensation
- f. Resolution 23-33 - Resolution Increasing Appointed Official Compensation
- g. Landshark Access Memorandum of Understanding Between Washington County Register of Deeds and the Village of Jackson
- h. Jackson Community Center Revised Rental Forms and Fees
- i. Easement Agreement for Use of Public Right of Way on Mill Road - Sysco Corporation, Inc.

Items 5e, Resolution 23-32, and 5g, Resolution 23-33, were requested to be removed from the consent agenda by Tr. Emmrich and Tr. Engelhardt, respectively. There was no objection made by the members of the body.

The motion to approve the remaining items, 5a through 5d and 5g through 5i, in the consent

agenda was made by Tr. Emmrich and seconded by Tr. Engelhardt.

Vote: 7 ayes, 0 nays. Motion carried.

The motion to approve Resolution 23-32 was made by Pres. Heckendorf and seconded by Tr. Kruepke. Tr. Emmrich expressed his concern about the resolution, having a desire to see the money spent elsewhere in the Village. Tr. Engelhardt expressed a similar sentiment. Tr. Olson agreed, but went on to explain his desire for there to be enough incentive for there to continue to have people willing to participate in the process, pointing out it is getting more difficult to find individuals willing to forgo their free time. Pres. Heckendorf added to the discussion, that elected official wages have not been adjusted for over twenty years and with the increase in length of meetings and complexity of the meetings, the raise in rate is warranted. Tr. Matter expressed a similar sentiment. A roll vote was taken:

Pres. Heckendorf: Aye

Tr. Kruepke: Aye

Tr. Olson: Aye

Tr. Wells: Aye

Tr. Matter: Aye

Tr. Engelhardt: Nay

Tr. Emmrich: Nay

Vote: 5 ayes, 2 nays. Motion carried.

The motion to approve Resolution 23-33 was made by Pres. Heckendorf and seconded by Tr. Olson. Tr. Olson expressed the sentiment that raising appointed official compensation is overdue, especially with how challenging it can be to find citizen appointees. Tr. Engelhardt expressed his support as well.

Vote: 7 ayes, 0 nays. Motion carried.

6. Approval of Licenses

a. Entertainment License for Jackson Community Center

b. Entertainment License for Action in Jackson

The motion to approve the licenses, en mass, was made by Tr. Emmrich and seconded by Tr. Engelhardt.

Vote: 6 ayes, 0 nays, 1 abstain (Pres. Heckendorf). Motion carried.

7. Budget and Finance Committee

a. Pay Request #2 - Jackson Waste Water Treatment Facility Storage Garage - Hunzinger Construction, in the Amount of \$257,119.48

The motion to approve Pay Request #2 for the Jackson Waste Water Treatment Facility Storage Garage, to Hunzinger Construction, in the amount of \$257,119.48 was made by Tr. Wells and seconded by Tr. Olson.

Vote: 7 ayes, 0 nays. Motion carried.

- b. Pay Request #4 - 2023 Utility Street Improvement Project - Vinton Construction, in the Amount of \$104,719.39

The motion to approve Pay Request #4 for the 2023 Utility Street Improvement Project, to Vinton Construction, in the amount of \$104,719.39 was made by Tr. Wells and seconded by Tr. Olson.

Vote: 7 ayes, 0 nays. Motion carried.

- c. Pay Request #7 - STH 60 Utility Upgrade Project - Advanced Construction, in the Amount of \$57,835.84

The motion to approve Pay Request #7 for the STH 60 Utility Upgrade Project, to Advanced Construction, in the amount of \$57,835.84 was made by Tr. Wells and seconded by Tr. Olson.

Vote: 7 ayes, 0 nays. Motion carried.

- d. Pay Request #1 - STH 60 Street Light Project - Wil-Surge, in the Amount of \$112,813.38

The motion to approve Pay Request #1 for the STH 60 Streetlight Project, to Wil-Surge, in the amount of \$112,813.38 was made by Tr. Wells and seconded by Tr. Olson.

Vote: 7 ayes, 0 nays. Motion carried.

8. Personnel Committee

- a. Proposed Updates to Employee Descriptions - Administrative Offices and Parks and Recreation Offices

The motion to approve the proposed updates to the employee descriptions for the Administrative Offices and Parks and Recreation Offices was made by Tr. Emmrich and seconded by Tr. Kruepke. Discussion: Tr. Engelhardt asked for clarification on bonding for the two positions, Administrator Keller provided insight.

Vote: 7 ayes, 0 nays. Motion carried.

9. Parks and Recreation Commission

- a. Eagle Scout Project Proposal - Dillan Krutina, Jackson Scout Troop #765

The motion to approve the Eagle Scout Project proposal by Dillan Krutina of Jackson Scout Troop #765 was made by Tr. Emmrich and seconded by Tr. Olson.

Vote: 7 ayes, 0 nays. Motion carried.

10. West Bend School District

Tr. Wells provided an overview of the facilities complex meeting and pointed out where the full report can be found on the school board website. The next meeting on the matter will be January 22, 2024.

11. Washington County Board Report

Pres. Heckendorf provided a summary of Supervisor Schwab's monthly email, pointing out particular resolutions of interest that involve shared services and revenue. He explained public works and financial contribution toward emergency areas are of two areas of potential interest to the Village.

12. Greater Jackson Business Alliance

Tr. Matter reported on the holiday gathering in November. He also provided an update on meetings for 2024, with anticipated regular meetings on the third Monday of every other month, starting in January.

13. Mid-Moraine Municipal Association Report

Tr. Olson said there have been no meetings for the last few months. 2024 meeting schedule came out, meetings will resume in January and there will also be a dinner meeting in January.

14. Closed Session Pursuant to Wis. Stats. §19.85(1)(c) "considering employment, promotion, compensation, or performance evaluation data of any public employee over which the Village has jurisdiction or exercises responsibility" and 19.85(1)(e) "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session," and 19.85(1)(e) "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session."

The closed session is for the following purposes:

1. Updates to Section IV of the Village of Jackson Employee Handbook and Application of Same with Regard to Specific Employees; and
2. To Discuss the Village Strategic Approach Related to the Sale and Development of Properties Publically Owned in TID 7.

The motion to proceed into closed session pursuant to Wis. Stats. §19.85(1)(c) and (e), for the listed purposes, was made by Pres. Heckendorf and seconded by Tr. Emmrich. A roll vote was taken:

Pres. Heckendorf: Aye

Tr. Emmrich: Aye

Tr. Engelhardt: Aye
Tr. Olson: Aye
Tr. Kruepke: Aye
Tr. Matter: Aye
Tr. Wells: Aye

Vote: 7 ayes, 0 nays. Motion carried. A five-minute break was given to the body. The meeting proceeded into closed session at 8:48 PM. Those present for the entirety of the closed session were the members of the Village Board and Administrator Keller. Treasurer Smith was also present, for item 1 only.

15. Reconvene into Open Session with Possible Action Related to the Subject of the Preceding Closed Session

The motion to reconvene into open session was made by Tr. Wells and seconded by Tr. Emmrich.

Vote: 7 ayes, 0 nays. Motion carried. The meeting proceeded into open session at 10:07 PM.

The motion to authorize the Village Attorney and Village Administrator to incorporate a permanent part-time paid leave benefit, to be effective January 1, 2024, as discussed in closed session was made by Tr. Wells and seconded by Tr. Emmrich.

Vote: 7 ayes, 0 nays. Motion carried.

The motion to direct the Village Administrator, Village Attorney, and EDWC to extend the closing date to February 13, 2024, and to draft documents establishing a Development Agreement, Shared Access Easement, Shared Maintenance Agreement, and a revised Certified Survey Map consistent with the terms as discussed in closed session was made by Tr. Wells and seconded by Tr. Emmrich.

Vote: 7 ayes, 0 nays. Motion carried.

16. Adjourn

A motion to adjourn the meeting was made by Tr. Kruepke and seconded by Tr. Emmrich.

Vote: 7 ayes, 0 nays. Motion carried. The meeting was adjourned at 10:08 PM.

Respectfully Submitted,
Anastasia Gonstead - Village Clerk

AGREEMENT FOR 2024 JACKSON FIRE DEPARTMENT SERVICES

THIS AGREEMENT made this 14th day of November 2023, by and between the **Village of Jackson Fire Department** of the Village of Jackson, Washington County, Wisconsin, hereinafter called the Village, and the **Town of Polk**, Washington County, Wisconsin, hereinafter called the Town.

WITNESS:

1. That for a valuable consideration, the terms of which are more particularly provided for in paragraph two (2) of this agreement, the Village will furnish firefighting protection and emergency medical service to designated sections located in the Town for the period of one year, commencing on the 1st day of January, 2024 and ending on the 31st day of December, 2024, and from year to year thereafter unless notice in writing by either party upon the other signifying the intention of terminating this agreement is served by registered mail on or before 360 days before the expiration of such original term or renewed term.
2. That in consideration therefore the Town shall pay the Village for the twelve months commencing on January 1, 2024, and terminating on December 31, 2024, for such protection, the sum of \$105,155.51. Said charge to cover all calls for the period and such principal sum shall be paid as follows: \$26,288.88 on March 1, \$26,288.88 on June 7, \$26,288.88 on September 6, and \$26,288.88 on December 6, 2023.
3. The Village shall invoice the Town for the installments due. An itemized statement and record of fire and EMS calls shall be sent to the Town on a quarterly basis.
 - A. Except that in the case of a car fire or when in the opinion of the Fire Chief or his authorized assistant or other law enforcing agency, that the cause of a fire has been caused by negligence, nonfeasance, malfeasance or any other cause of a suspicious or legally questionable nature, the Village shall within five (5) days after answering the call, forward a copy of the fire report, to the Town Clerk, setting forth the fire facts, the car's owner or renter, length of service in hours, the type of fire cause if possible, and in case of suspicion or questionability of such case, to so state therein, setting forth the reasons therein.
 - B. A further consideration of this agreement is that if the Village operates an emergency medical service, this service be made available to all residents of the Town on a fee basis equal to that charged residents of any other municipality served by the Village, and further that emergency ambulance and/or rescue squad service rendered by the Village to persons injured in accidents on highways or from other causes within the Township be collected according to provisions of existing statutes, laws and ordinances of the State of Wisconsin, Washington County, Wisconsin, and the Village of Jackson.
 - C. The Village may exercise its right to bill the Town and the Town shall be liable for the payment of emergency medical calls for assistance that occurred in the Town that remain unpaid after all reasonable efforts to collect them have been exhausted.

4. That the Village shall be on call 24 hours a day for such service unless an act of God prevents the Village from fulfilling its duty.
5. That the Village assumes all responsibility for any injury to its members in the fighting of fires and the performance of its duties in fighting fires; the Town shall in no way be liable or responsible for any injury suffered by any members of the Village in the performance of its duties in fighting fires; the Town shall in no way be liable or responsible for any injury suffered by any members of the Village in the performance or their duties in fighting of fires; the Town shall not be liable or responsible for any damage to any property of the Village used in the performance of the duty of fighting said fires under this agreement; and the Village shall file with the Town Clerk annually during the term of this contract or renewal thereof proof of current liability, personal injury and compensation coverage's in the form of a certificate of coverage executed by the insurance company or its duly authorized agent underwriting such coverage.
6. If the Village makes the necessary fire inspections and files the proper reports, the Village shall be entitled to the fire department insurance dues as provided by section 101.14 of the State Statutes when received by the Town and when the reports have been filed. The Town of Polk shall forward 100% of the 2% dues when they are received to the Village of Jackson. The dues will remain with Village of Jackson for the designated use of the 2% dues according to SPS 330.
 - A. The Village guarantees that fire prevention related inspections will be made as required by law by an authorized member of the Village and the cost of the inspection shall be borne by the Village; and following such inspection, the Chief or his duly authorized agent, shall, on request, file with the Clerk of the Town a report of all premises inspected therein; the date of such inspection and the name of the person making such inspection. The Town further agrees that the Town's building, plumbing and electrical inspectors will assist the Village Fire Inspector in enforcement of fire codes as necessary. Fees charged will not be less than such fees established by the Village.
 - B. Village Fire Inspectors will enforce all federal, State of Wisconsin, Village of Jackson and Town of Polk laws, statutes, ordinances, resolutions, and regulations. In doing so, as an agent of the Town, if no such laws have been adopted by the Town, the existing Village fire code Chapter 3.21 to 3.41 excluding section 3.30(A) on open burning, shall be used for enforcement purposes.

In the presence of:

VILLAGE OF JACKSON, By:

Brian Heckendorf, Village President

Date

Jennifer Keller, Administrator

Date

In the presence of:

TOWN OF POLK, Washington County, Wisconsin

Albert Schulteis
Albert Schulteis, Town Chairman

12-7-23
Date

Alison Pecha
Alison Pecha, Town Clerk

12/1/23
Date

AGREEMENT FOR 2024 JACKSON FIRE DEPARTMENT SERVICES

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2. That in consideration therefore the Town shall pay the Village for the twelve months commencing on January 1, 2024, and terminating on December 31, 2024, for such protection, the sum of \$329,015.72. Said charge to cover all calls for the period and such principal sum shall be paid as follows: \$82,253.93 on March 1, \$82,253.93 on June 7, \$82,253.93 on September 6, and \$82,253.93 on December 6, 2024.
3. The Village shall invoice the Town for the installments due. An itemized statement and record of fire and EMS calls shall be sent to the Town on a quarterly basis.
 - A. Except that in the case of a car fire or when in the opinion of the Fire Chief or his authorized assistant or other law enforcing agency, that the cause of a fire has been caused by negligence, nonfeasance, malfeasance or any other cause of a suspicious or legally questionable nature, the Village shall within five (5) days after answering the call, forward a copy of the fire report, to the Town Clerk, setting forth the fire facts, the car's owner or renter, length of service in hours, the type of fire cause if possible, and in case of suspicion or questionability of such case, to so state therein, setting forth the reasons therein.
 - B. A further consideration of this agreement is that if the Village operates an emergency medical service, this service be made available to all residents of the Town on a fee basis equal to that charged residents of any other municipality served by the Village, and further that emergency ambulance and/or rescue squad service rendered by the Village to persons injured in accidents on highways or from other causes within the Township be collected according to provisions of existing statutes, laws and ordinances of the State of Wisconsin, Washington County, Wisconsin, and the Village of Jackson.
 - C. The Village may exercise its right to bill the Town and the Town shall be liable for the payment of emergency medical calls for assistance that occurred in the Town that remain unpaid after all reasonable efforts to collect them have been exhausted.

4. That the Village shall be on call 24 hours a day for such service unless an act of God prevents the Village from fulfilling its duty.
5. That the Village assumes all responsibility for any injury to its members in the fighting of fires and the performance of its duties in fighting fires; the Town shall in no way be liable or responsible for any injury suffered by any members of the Village in the performance of its duties in fighting fires; the Town shall in no way be liable or responsible for any injury suffered by any members of the Village in the performance or their duties in fighting of fires; the Town shall not be liable or responsible for any damage to any property of the Village used in the performance of the duty of fighting said fires under this agreement; and the Village shall file with the Town Clerk annually during the term of this contract or renewal thereof proof of current liability, personal injury and compensation coverage's in the form of a certificate of coverage executed by the insurance company or its duly authorized agent underwriting such coverage.
6. If the Village makes the necessary fire inspections and files the proper reports, the Village shall be entitled to the fire department insurance dues as provided by section 101.14 of the State Statutes when received by the Town and when the reports have been filed. The Town of Jackson shall forward 100% of the 2% dues when they are received to the Village of Jackson. The dues will remain with Village of Jackson for the designated use of the 2% dues according to SPS 330.
 - A. The Village guarantees that fire prevention related inspections will be made as required by law by an authorized member of the Village and the cost of the inspection shall be borne by the Village; and following such inspection, the Chief or his duly authorized agent, shall, on request, file with the Clerk of the Town a report of all premises inspected therein; the date of such inspection and the name of the person making such inspection. The Town further agrees that the Town's building, plumbing and electrical inspectors will assist the Village Fire Inspector in enforcement of fire codes as necessary. Fees charged will not be less than such fees established by the Village.
 - B. Village Fire Inspectors will enforce all federal, State of Wisconsin, Village of Jackson and Town of Jackson laws, statutes, ordinances, resolutions and regulations. In doing so, as an agent of the Town, if no such laws have been adopted by the Town, the existing Village fire code Chapter 3.21 to 3.41 excluding section 3.30(A) on open burning, shall be used for enforcement purposes.
7. Should a catastrophic event occur within the Town and the cost to provide fire and emergency services to the incident totals over \$10,000, the Village and Town will equally divide the total costs of the incident over \$10,000.

In the presence of:

VILLAGE OF JACKSON, By:

Brian Heckendorf, Village President

Date

Jennifer Keller, Administrator

Date

In the presence of:

TOWN OF JACKSON, Washington County, Wisconsin

[Signature]

[Signature: Robert Hartwig]
Robert Hartwig, Town Chairman

12-19-23
Date

[Signature]

[Signature: Bob Eichner]
Bob Eichner, Town Clerk

12.19.23
Date



December 21, 2023

Village of Jackson
W194 N16660 Eagle Drive
Jackson, WI 53037

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

Subject: Project: VOJ 23-02
STH 60 – Street Lighting
Industrial Drive – Ridgeway Drive
Pay Request #2

Dear Mr. Kober:

Enclosed you will find Pay Request #2 for the STH 60 Street Lighting project in the Village of Jackson. The total amount, due to the contractor, has been reduced by five percent (5%) for retainage but not to exceed maximum retainage. The maximum retainage was met with this pay request #2. This is per Article 6.02.A.1 Progress Payments; Retainage, of Contract Document 00500, Agreement:

Total work completed to date	= \$216,770.71
Work completed, Pay Request # 2	= \$98,019.78
Retainage Pay Request #2	= \$3,516.85
Total Retainage	= \$9,454.40
Amount due to Contractor, Pay Request #2	= \$94,502.93

If you have any questions or comments, please contact me at (920) 924-5720.

Sincerely,

Blake Furlano

Blake Furlano
Project Inspector
Gremmer & Associates, Inc.

Project VOJ 23-02
 STH 60 - Street Lighting
 Industrial Drive - Ridgeway Drive

Pay Request #1
 Wil-Surge - Prime Contractor

Item No.	Description	Units	Total	Wil-Surge		Pay Request #1		Pay Request #2		Cumulative Totals		% Complete
				Unit Price	Bid Total	Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total	
619.1000	Mobilization	EACH	1	\$15,428.00	\$15,428.00	1.0	\$15,428.00	0	\$0.00	1	\$15,428.00	100%
628.7015	Inlet Protection Type C	EACH	25	\$89.00	\$2,225.00	0.0	\$0.00	0	\$0.00	0	\$0.00	0%
643.5000	Traffic Control	LS	1	\$16,871.00	\$16,871.00	1.0	\$16,871.00	0	\$0.00	1	\$16,871.00	100%
653.0164	Pull Boxes Non-Conductive 24x42-Inch	EACH	17	\$987.00	\$16,779.00	0.0	\$0.00	0	\$0.00	0	\$0.00	0%
654.0105	Concrete Bases Type 5	EACH	36	\$891.00	\$32,076.00	0.0	\$0.00	36	\$32,076.00	36	\$32,076.00	100%
655.0610	Electrical Wire Lighting 12 AWG	LF	7,629	\$0.92	\$7,018.68	0.0	\$0.00	0	\$0.00	0	\$0.00	0%
655.0620	Electrical Wire Lighting 8 AWG	LF	20,342	\$1.68	\$34,174.56	0.0	\$0.00	0	\$0.00	0	\$0.00	0%
655.0625	Electrical Wire Lighting 6 AWG	LF	30,513	\$1.81	\$55,228.53	0.0	\$0.00	0.00	\$0.00	0	\$0.00	0%
671.0212	Conduit HDPE Directional Bore 1-Duct 2-Inch	LF	10,835	\$13.79	\$149,414.65	5267.0	\$72,631.93	4782	\$65,943.78	10049	\$138,575.71	93%
SPV.0060.01	Install Village Furnished Lighting Unit	EACH	36	\$832.00	\$29,952.00	0.0	\$0.00	0	\$0.00	0	\$0.00	0%
SPV.0060.02	Install Village Furnished Meter Breaker Pedestal	EACH	2	\$6,910.00	\$13,820.00	2.0	\$13,820.00	0	\$0.00	2	\$13,820.00	100%
SPV.0180.01	Concrete Restoration	SY	3.3	\$348.00	\$1,148.40	0.0	\$0.00	0	\$0.00	0	\$0.00	0%
SPV.0180.02	Asphalt Restoration	SY	5	\$808.00	\$4,040.00	0.0	\$0.00	0	\$0.00	0	\$0.00	0%
CO #1	Concrete Replacement (Replaces Item SPV.0180.01)	SF	700	\$13.00	\$9,100.00	0.0	\$0.00	0	\$0.00	0	\$0.00	0%
CTH P TOTAL					\$387,275.82		\$118,750.93		\$98,019.78		\$216,770.71	56%
TOTAL					\$387,275.82		\$118,750.93		\$98,019.78		\$216,770.71	55.97%

Wil-Surge original bid #
 \$378,175.82
 Difference / Increase of
 \$7,951.60

\$5,937.55 Retainage Est #1
 \$3,516.85 Retainage Est #2
 \$0.00 Retainage Est #3

Max retainage to hold = \$9,454.40
 Based off original bid price

Work completed, previous estimate	\$118,750.93
Work completed, this estimate	\$98,019.78
Total work completed	\$216,770.71
Retainage, this estimate	\$3,516.85
Total retainage, previous estimates	\$5,937.55
Total retainage	\$9,454.40
Amount due to contractor, this estimate	\$94,502.93



Amanda J. Yone

INTERGOVERNMENTAL AGREEMENT FOR BUILDING INSPECTION SERVICES

Between the Village of Jackson and City of Hartford

This agreement (“Agreement”) is made by and between the Village of Jackson (**Village**), a municipal corporation located in the County of Washington; and the City of Hartford (**City**), a municipal corporation located in the Counties of Dodge and Washington. The purpose of this agreement is for the City to contract with the Village for the provision of building inspection services on a flat rate basis within the Village and City to ensure compliance with applicable State and local building codes and ordinances.

WHEREAS, the Village and City (the “Contracting Municipalities”) are in need of building inspection services to inspect buildings for building code compliance; and

WHEREAS, the Village of Jackson employs State certified inspectors for general construction, electrical, plumbing, HVAC, and commercial inspections; and

WHEREAS, the Village and City, pursuant to Wisconsin State Statute 66.0301 (2) have the authority to enter into cooperative intergovernmental agreements; and

NOW, THEREFORE, the Village of Jackson and City of Hartford in consideration of the mutual promises hereinafter set forth, do promise and agree as follows:

1. Parties

Parties to this Agreement are the Village of Jackson, a Wisconsin municipal corporation with its principal offices located at N168W19851 Main Street, Jackson, WI 53037 and the City of Hartford with its principal offices located at 109 N. Main Street, Hartford, WI 53027 (individually a “Municipality” or collectively the “Municipalities”).

2. Authority.

The Municipalities are authorized by law to enter into this Intergovernmental Agreement pursuant to Sec. 66.0301, Wis. Stats., which specifically allows intergovernmental cooperation between municipalities.

3. Purpose

The purpose of this Agreement is to provide building inspection services to the Contracting Municipalities to inspect buildings and provide those general municipal inspection services set forth in Section 4, below.

4. Services

The ~~Contracting Municipalities Village~~ hereby ~~contract agrees with the Village of Jackson to provide the City with~~ ~~or the provision of~~ residential and commercial building, plumbing, electrical and HVAC inspection services on a flat-rate basis and to provide the following services:

- a. Review applications for building permits and building plans submitted, and issue commercial and residential building, plumbing, electrical, and HVAC and any

related permits in compliance with the ordinances of ~~a Contracting Municipality~~
~~at the City~~ and the State of Wisconsin Uniform Dwelling Code.

- b. Perform all general inspections from footings to final occupancy as required by the ordinances of ~~a Contracting Municipality~~~~the City~~, State Regulations, and permit requirements. Inspections normally will be performed Monday through Friday, excluding weekends and holidays. Reasonable efforts will be made to complete inspections within 1 business day of a request.
- c. Issue orders to correct building and zoning code violations on a non-exclusive basis.
- d. Maintain computer records of building permit applications and permits issued, including such items as date applied, date issued, permit number, type, contractor, owner, property address, permit fees, and other monies collected, utilizing the infrastructure provided by ~~each Contracting Municipality~~~~the City~~.
- e. Provide information to builders, owners and residents of the ~~Contracting Municipalities~~~~City~~ regarding the Building Codes and Ordinances either by phone, e-mail or through appointment.
- f. Attend meetings upon special request of an Administrator of ~~a Contracting Municipality~~~~the City~~.
- g. Appear in any court of law- including municipal and Circuit courts- as requested by ~~a Contracting Municipality~~~~the City~~ to provide testimony with respect to code enforcement and ordinance violations.
- h. Perform the ~~Contracting Municipality~~~~City's~~ responsibilities under the State of Wisconsin Uniform Dwelling Code.
- i. All services shall be performed consistent with applicable state statutes and respective municipal ordinances. If applicable, certified agent status services will be provided.
- j. The Municipalities acknowledge that this agreement represents an independent contract relationship and that in no event shall any of the persons performing services by the Village of Jackson under this agreement be considered employees of the City of Hartford.
- k. The Municipalities acknowledge that the hours of service provided to the Contracting Municipalities shall be approximately as set forth in Exhibit A and that each community may utilize said service hours above in the manner most appropriate or necessary for their community.
- l. The Municipalities understand that vacations, trainings, and other leave situations may temporarily reduce the available hours worked in any particular

week, but ~~Jackson~~ the Village will manage said situations to ensure continued service provision to all of the parties remains to meet Statutory timelines for inspection services, to ensure quality customer service, and these non-service times shall be as evenly divided based on need amongst the two parties. The Municipalities further agree that the hours may be adjusted by the Municipalities if necessary for certain projects with advanced communication and such adjustments shall be tracked for appropriate compensation adjustment at the end of the year.

- m. ~~Village of Jackson~~ The Village shall ensure Inspectors providing inspection services have all necessary licenses and maintain said licenses during the contract. All costs for said licenses and maintaining said licenses are included in the costs determined in Section 9.

5. Reports/Records

During the term of this agreement, the Village of Jackson Building Inspection Department shall:

- a. Maintain separate files at each ~~Contracting~~ Municipality, in the format directed, of all applications and permits, containing the information specified in Section 1.d. above.
- b. Provide a report that shows time spent on work for each respective Municipality, and also that shows time spent off work due to vacation, holidays, sick leave or other paid absence (such paid time off referred to herein as "Paid Time Off"). This report shall be given to each community weekly or as otherwise requested by each Municipality. The report shall include current daily and weekly totals for the current work, and also year-to-date totals.
- c. Provide reports, documents, and files relating to building inspection as may be requested from time to time by ~~any of the Contracting Municipalities~~ the City.
- d. Answer/respond to requests for open-public records made pursuant to Chapter 19 of the Wisconsin Statutes as outlined in Exhibit B.
- e. ~~Any Contracting~~ Either Municipality may have inspection records produced in performance of this agreement or portions of said records maintained by the respective municipality and not the Village of Jackson at the discretion of said municipality.
- f. The Village of Jackson Building Inspection Department shall require all permit fee payments and other payments to be made pursuant to the Code of each respective ~~Contracting~~ Municipality, to be made by the applicant directly to the respective municipality. If, despite this requirement, any payments are received by the Village of Jackson that are due to ~~a Contracting Municipality~~ the City, the Village of Jackson Building Inspection Department shall contact the Administrator for the ~~Contracting Municipality~~ City, as applicable, seeking

guidance as to what to do with the payment that was received in error, and the Village of Jackson Building Inspection Department shall comply with the directions received in that regard, on a case-by-case basis.

6. Items Provided by the Village of Jackson.

The Village of Jackson shall provide the following related to the performance of this agreement:

- a. A direct phone line for building inspection services performed for the ~~Contracting Municipalities~~City pursuant to this Agreement.
- b. All necessary secretarial support for maintaining files while in the possession of the Village of Jackson.
- c. All code books, technical manuals and inspection equipment.
- d. A certified and licensed Building Inspector to perform described services ~~for the Contracting Municipalities~~as set forth in this Agreement.

7. Items provided by the ~~Contracting Municipalities~~City.

- a. Prior to the issuance of a building permit by the Building Inspector, the Building Inspector shall e-mail the official designated by ~~each Contracting Municipality~~the City, to seek confirmation of fee compliance and zoning compliance. No permit shall be issued until the Village of Jackson Building Inspector receives notification of fee compliance including water and sewer connection fees as well as zoning requirements compliance including conditional use permit requirements for a particular building permit application.
- b. The ~~Contracting Municipalities~~City shall provide required application forms, State Seals, house numbers and any required special office supplies or documents needed to process and file permits for their respective municipality.
- ~~e.—The ~~Contracting Municipalities~~City shall apply for certified agent status with the State of Wisconsin Department of Safety and Professional Services, ~~for their respective municipality.~~~~
- ~~c.~~
- d. The ~~Contracting Municipality~~City shall provide legal advice/support for any legal issues arising from the performance of duties by the Jackson building inspectors under this agreement, including, but not limited to, code enforcement actions, raze orders, special charge claims, open records requests, and other building inspection issues for their respective municipality.

8. Provision of Inspection Vehicles

- a. The Village of Jackson shall provide a properly registered vehicle for one 1/2 equivalent building inspector.

- b. The City of Hartford shall provide one properly registered vehicle for use by one ¼ equivalent building inspector, which vehicle shall be housed in the City of Hartford. The City of Hartford shall be solely responsible for the expense for this vehicle.
- c. The Parties acknowledge that it may be necessary to provide mileage reimbursement if the vehicles described above are not available for use. Mileage shall be an expense reimbursed by the Contracting Municipalities under Section 9, below.

9. Payment to the Village of Jackson for Services Rendered Through this Agreement

- a. **Budget.** Prior to the execution of this contract, and thereafter no later than October 31 of each year of this agreement, the Village of Jackson shall draft an annual budget for expenses related to total Inspections Services. The total budgeted expenses shall be as described in Exhibit B, which is incorporated herein by reference. After this total expense is calculated, an additional administrative fee of 6.5% of the total Inspections expense budget shall be added, to be shared on a pro-rata basis as described in Exhibit A. The initial annual budget shall be used as a baseline and shall be attached as Exhibit B of this agreement. Exhibit B shall also depict the hourly rate to be applied to compensation adjustment as described in subsection (c) below. In no case shall the Inspections expense budget exceed an increase of 5% from any one year to the next, without approval by each community prior to October 31.
- b. **Time of Payment.** The compensation due to the Village of Jackson shall be paid in twelve equal installments on the 1st day of each month.
- c. **Annual Compensation Adjustment.** It is intended that the communities will approximately share the hours of .75 full-time equivalent Building Inspectors (30 hours/week) with 20 hours per week going to Jackson and 10 hours per week spent in Hartford. The intent is that the Municipalities share these hours based on need with a prorated inclusion of Paid Time Off, shared on a pro-rata basis based upon their contracted payments set forth in Exhibit A (the “Equal Share”). The Municipalities recognize that maintaining the Equal Share exactly is not realistic or desirable due to fluctuating needs, and therefore variation within a range of 20 percent above or below the Equal Share will not result in an adjustment to the compensation amounts described in this agreement. If, however, in any calendar year any one or more of the communities receives 20 percent more or less than the Equal Share as set forth in Exhibit A, the compensation amounts will be adjusted as follows:
 - i. The actual hours used by each community for the calendar year, plus 1/3rd of actual Paid Time Off hours, shall be multiplied by the hourly rate depicted in Exhibit B.

ii. The administrative fee of 3.25 percent of the total actual hours multiplied by the hourly rate shall be added to the ~~Contracting Municipality~~City's totals, resulting in the ~~Village of Sussex and the Village of Slinger~~Contracting Municipality's Adjusted Payment Obligation.

iii. If actual payments by ~~the any individual Contracting Municipality~~the City of Slinger for the year in question exceed ~~the Village of Slinger~~the individual Contracting Municipality's Adjusted Payment Obligation, the Village of ~~Richfield~~Jackson shall refund the difference to ~~the Village of Slinger~~the City that Contracting Municipality, no later than March 1 following the year in which payments were made. If actual payments by ~~the Village of Slinger~~any individual Contracting Municipality ~~the City~~ are less than ~~the individual Contracting Municipality's Adjusted Payment Obligation~~the Village of Slinger's Adjusted Payment Obligation, the Village of ~~Richfield~~Jackson shall invoice ~~the that Contracting Municipality~~Village the City of Slinger for the balance no later than January 31 following the year that payments were made, and ~~the Village of Slinger~~that Contracting Municipality the City shall pay the balance to the Village of ~~Richfield~~Jackson no later than March 1.

d. In the event that ~~any of the Municipalities~~either of the parties anticipate that they will utilize more hours than the Equal Share, the ~~Municipalities~~parties shall meet to discuss the anticipated deviation and, if needed, the deviation may be addressed by addendum to this Agreement.

i. ~~If actual payments by the Village of Sussex for the year in question exceed the Village of Sussex Adjusted Payment Obligation, the Village of Richfield shall refund the difference to the Village of Sussex, no later than March 1 following the year in which payments were made. If actual payments by the Village of Sussex are less than the Village of Sussex's Adjusted Payment Obligation, the Village of Richfield shall invoice the Village of Sussex for the balance no later than January 31 following the year that payments were made, and the Village of Sussex shall pay the balance to the Village of Richfield no later than March 1.~~

10. Term of Agreement

The term of this agreement shall commence January 1, 2024, and shall continue through December 31, 2024.

The agreement shall then automatically renew through December 31 of the following year, and for every year thereafter, unless ~~365-180~~ days written notice has been given in accordance with Section 11 of this agreement.

11. Termination of Agreement

This agreement may be terminated without cause by any Municipality upon ~~365-180~~ days written notice to the other Municipality. This agreement may also be terminated by any non-breaching Municipality at any time, upon substantial breach committed by any other

Municipality. All such notices shall be by certified mail or personally delivered as follows:

City of Hartford Clerk
City of Hartford
109 N. Main St.
Hartford, WI 53027

Village of Jackson Clerk
Village of Jackson
N168W19851 Main Street,
Jackson, WI 53037

A non-breaching Municipality shall not be responsible for Liquidated Damages as described in Section 12 of this agreement.

12. Termination Liquidated Damages

If any Municipality chooses to terminate this agreement prior to expiration of this agreement on December 31, 2024, the terminating Municipality agrees to bear the full costs for any subsequent expenses related to unemployment insurance claims, involuntary severance pay or any related legal fees associated with employment termination directly related to termination of this agreement. Additionally, the terminating Municipality also agrees to pay the full costs for any penalties related to the termination of lease of capital equipment associated with this agreement, specifically cell phones and vehicles.

If any Municipality chooses not to extend this agreement beyond December 31, 2023, the Municipalities agree to equally share any and all expenses.

13. Assignment

This agreement shall not be assigned to any other party without the written consent of the Municipalities.

14. Insurance

The Village of Jackson shall maintain public liability insurance coverage and worker's compensation coverage for Jackson inspectors performing work under this Agreement.

15. Hold Harmless, Indemnification, and Release

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, each party hereto shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon any other party hereto, or their officers, agents, employees and independent contractors, growing out of acts or omissions of the indemnifying party its officers, agents, employees and independent contractors, in the performance of this agreement on behalf of the indemnifying party. Each party's

obligations under this section shall apply only to the extent of that party's fault, negligence, or intentional conduct.

Nothing herein shall be interpreted to waive or abrogate limitations on bringing claims, limitations of liability and other defenses established by Wisconsin Statutes Section 893.80 and other State laws.

16. Governing Law

This agreement and all questions arising in connection herewith shall be governed by the laws of the State of Wisconsin.

17. Legal Drafting

This agreement is a result of negotiation among the parties, and was drafted by the parties directly, and shall not be interpreted against any party due to their involvement in drafting the agreement.

18. Entire Agreement

This agreement contains the entire agreement between the parties regarding this matter. This agreement may be modified only by an agreement to this agreement which is authorized by the Village of Jackson Board of Trustees, and the Common Council of the City of Hartford.

The parties have executed this agreement on this _____ day of _____, 2024.

Village of Jackson
A Municipal Corporation

City of Hartford
A Municipal Corporation

BY: _____
Village of Jackson President

BY: _____
City of Hartford Mayor

ATTEST:

ATTEST:

BY: _____
Village of Jackson Clerk

BY: _____
City of Hartford Clerk

Exhibit A

Municipality	Hours Provided Per Week	Pro Rata Share	Minimum Equal Share Hours	Maximum Equal Share Hours
Village of Jackson	20 hours	66%	1273	1909
City of Hartford	10 hours	34%	1830	2746

Assistant Building Inspector (Part-time) – Village of Jackson and City of Hartford

The Village of Jackson (est. 1912) is seeking a qualified candidate to fill the position of Assistant Building Inspector to be shared with the City of Hartford. With a population of roughly 7,900, the Village of Jackson is a small, yet vibrant and diverse community located on Hwy 60 between Interstates 41/45 in Washington County and Interstate 43 in Ozaukee County. The City of Hartford (est. 1883) is a community of 15,700 residents. Both communities have experienced strong growth in the residential and commercial/manufacturing industries.

The role of this part-time position is to assist the Directors of Inspections in each respective community in carrying out their daily functions of the building and zoning departments for the Village of Jackson and the City of Hartford. The qualified candidate will work in a team environment reviewing building plans, issuing permits, and performing field inspections to ensure conformance with state and local building and zoning codes.

A combination of education and experience substantially equivalent to the following criteria will be given strong consideration:

- Candidates should possess a high school diploma or GED along with two (2) years' experience in inspecting or construction trades employment. Combination of education and experience may also be considered. A valid driver's license and automobile insurance is required.
- Persons with multiple state building inspection certifications (UDC or Commercial) are strongly encouraged to apply. Candidates who can become certified within 18 months of employment will also be considered.
- A strong technical aptitude and knowledge of Wisconsin building codes and construction trades, materials, and practices is required.
- The position has frequent verbal and written communication with developers, contractors, elected officials, homeowners, and the general public. A successful candidate will enjoy working in a fast-paced, team-oriented environment.

This position requires a minimum of 24 hours per week (16 hours per week in the Village of Jackson and 8 hours per week in the City of Hartford), including office and field work, with potential for additional hours during busy times or staff absences. The position offers a great pay range of \$35 to \$50 per hour, including flexible workdays, paid time-off, and hours that are amenable to work/life balance and the potential for personal and professional growth.

Interested candidates should submit their applications, including a resume, work history, education, and license/certification documents to: Village of Jackson, c/o Collin Johnson via email at collin.johnson@villageofjacksonwi.gov or via mail to W194N16660 Eagle Drive, Jackson, WI 53037. The application deadline for this position is XXXX 1, 2024, or until filled.