



VILLAGE OF JACKSON
VILLAGE BOARD MEETING AGENDA
Tuesday, September 10, 2024 at 7:30 PM

(Or immediately following the Budget & Finance Committee meeting)

Jackson Municipal Complex
Village Board Room
N168W19851 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Ceremonial Swearing In
 - a. Lieutenant Michael Foeger, Police Department
 - b. Sergeant John Joerger, Police Department
 - c. Detective Jennifer Gerke, Police Department
4. Presentations
 - a. Review of 2024 West Bend School District Referendum - Jennifer Wimmer, District Superintendent
5. 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.)
6. Consent Agenda
 - a. Approval of Minutes for the Village Board Meetings of August 6, 2024, and August 27, 2024
 - b. Resolution #24-21 Honoring Todd Fristed for his service to the Village of Jackson
 - c. Appointment of Matt Van Eperen, Citizen Member, Plan Commission
7. Budget and Finance Committee
 - a. Pay Request #3 - Jackson Community Center Expansion Project - Moore Construction Services LLC in the amount of \$486,660.30
 - b. Pay Request #6 - WWTP Tertiary Filters & Disinfection Project - JH Hassinger in the amount of \$437,380.00
 - c. 2024 WWTP Project - Clean Water Fund Loan Request #3 in the amount of \$150,523.40
 - d. 2024 WWTP Project - Clean Water Fund Loan Request #4 in the amount of \$437,380.00
 - e. Pay Request # 6 (Final) - STH 60 Street Lighting Project - Wil-Surge in the amount of \$9,454.40

- f. Change Order #2 - Oaks of Jackson - D.F. Tomasini decreased by the amount of \$77,916.67
 - g. Pay Request #7 (Final) - Oaks of Jackson - D.F. Tomasini in the amount of \$24,000.00
- 8. Board of Public Works
 - a. Reviewing connection of Village Sanitary Sewer and Water for Oaks of Jackson Addition #1 - Spruce Street
- 9. Personnel Committee
 - a. Review and Discussion of Amendments to Chapter 6 of the Village of Jackson Employee Handbook Regarding Controlled Substances and Alcohol Testing Policy, and Appendices
- 10. West Bend School District
- 11. Washington County Board Report
- 12. Greater Jackson Business Alliance
- 13. Mid-Moraine Municipal Association Report
- 14. Closed Session Pursuant to Wis. Stats. §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. Discuss TID 7 Development Agreement
 - 2. To Discuss Contracted Services
- 15. Reconvene into Open Session with Possible Action Related to the Subject of the Preceding Closed Session
- 16. 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, August 6, 2024 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, and Tr. Wells.

Members Excused: None

Members Absent: Tr. Matter

Staff Present: Administrator Jen Heidtke, Treasurer Darlene Smith, Fire Chief Aaron Swaney, Public Works Director Brian Kober, Clerk Jackie Schuh and Deputy Clerk Pam Wolf.

2. Pledge of Allegiance

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

3. Public Hearing

- a. Conditional Use Request and Site Plan Review - Cedar Creek Townhomes, LLC for Parcel V3_019700V - James Kupfer

No citizens were present who wished to speak on the listed public hearing.

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.)

Ms. Dawn Smith, of W206N16774 Blackberry Circle, stated she was at the meeting to hear about agenda item #9.

5. Consent Agenda

- a. Approval of Minutes for the Village Board Meeting of July 9, 2024.

The motion to approve the item contained in the consent agenda was made by Tr. Emmrich and seconded by Tr. Engelhardt.

Vote: 6 ayes, 0 nays. Motion carried.

6. Approval of Cigarette/Tobacco/Vape License Jackson Tobacco & Vape LLC N168 W22734 Prairie View Lane Jackson, WI 53037 Registered Agent: Mohanad Dawada

The motion to approve the Cigarette/Tobacco/Vape License for Jackson Tobacco & Vape LLC, located at N168W22734 Prairie View Lane, was made by Pres. Heckendorf and seconded by Tr. Engelhardt.

Pres. Heckendorf asked if a background check had been completed by the police department. Dep. Clerk Wolf replied yes.

Vote: 6 ayes, 0 nays. Motion carried.

7. Budget and Finance Committee

a. Pay Request # 6 (Final) - 2023 Utility & Street Improvement Project - Vinton Construction in the amount of \$10,000.00

The motion to approve Pay Request #6 (final) for the 2023 Utility & Street Improvement Project, to Vinton Construction, in the amount of \$10,000.00, was made by Tr. Olson and seconded by Tr. Englehardt.

Vote: 6 ayes, 0 nays. Motion carried.

b. Pay Request #5 - WWTP Tertiary Filters & Disinfection Project - JH Hassinger in the amount of \$138,795.00

The motion to approve Pay Request #5 for the WWTP Tertiary Filters & Disinfection Project, to JH Hassinger, in the amount of \$138,795.00, was made by Tr. Olson and seconded by Tr. Englehardt.

Vote: 6 ayes, 0 nays. Motion carried.

c. Review of Bids and Funding of 2024 Ridgeway Dr. & Chestnut Ct. Reconstruction Project

Pres. Heckendorf informed the Board that item 7c came from the Board of Public Works with a recommendation to approve, but came from the Budget and Finance Committee with a recommendation to reject the bids and direct staff to work with Ehlers to seek funding options to consider at the August 27th Village Board meeting.

The motion to reject all Bids for the 2024 Ridgeway Dr. & Chestnut Ct. Reconstruction Project, and to direct staff to work with Ehler's to seek funding options to consider at the

August 27th Village Board meeting, was made by Pres. Heckendorf and seconded by Tr. Englehardt.

Vote: 6 ayes, 0 nays. Motion carried.

d. Authorization to Increase Water and Sewer Utility Rates Effective October 1, 2024

Pres. Heckendorf informed the Village Board that both the Board of Public Works and the Budget & Finance Committee recommended approval of the 4.1% increase in water and sewer rates effective October 1, 2024.

The motion to approve the Authorization to Increase Water & Sewer Utility Rates Effective October 1, 2024, was made by Tr. Engelhardt and seconded by Tr. Wells.

Tr. Engelhardt requested it to be noted that the increase is to pay for the upgrades to the sewer and water district and that it is not arbitrary.

Vote: 6 ayes, 0 nays. Motion carried.

e. Reimbursement Request #2 for the 2024 WWTP Project in the amount of \$496,617.80 from the Clean Water Fund Loan

The motion to approve the Reimbursement Request #2 for the 2024 WWTP Project, in the amount of \$496,617.80 from the Clean Water Fund Loan was made by Tr. Wells and seconded by Tr. Englehardt.

Vote: 6 ayes, 0 nays. Motion carried.

f. Pay Request #1 - Jackson Community Center Expansion Project - Moore Construction Services LLC in the amount of \$158,229.55

The motion to approve Pay Request #1 for the Jackson Community Center Expansion Project, to Moore Construction Services LLC, in the amount of \$158,229.55, was made by Tr. Wells and seconded by Tr. Kruepke.

Vote: 5 ayes, 0 nays. Tr. Engelhardt abstained. Motion carried.

g. Pay Request #2 - Jackson Community Center Expansion Project - Moore Construction Services LLC in the amount of \$489,375.40

The motion to approve Pay Request #2 for the Jackson Community Center Expansion Project, to Moore Construction Services LLC, in the amount of \$489,375.40, was made by Tr. Wells and seconded by Tr. Kruepke.

Vote: 5 ayes, 0 nays. Tr. Engelhardt abstained. Motion carried.

8. Plan Commission

- a. Conditional Use Request and Site Plan Review - Cedar Creek Townhomes, LLC for Parcel V3_019700V - James Kupfer

The motion to approve the Conditional Use Request and Site Plan Review for Cedar Creek Townhomes, LLC, for Parcel V3_019700V - James Kupfer, subject to the following conditions: 1) that garbage and recycling containers be kept inside the garage until the night prior to or the day of service pick-up, 2) that the sidewalk discussed at the Plan Commission meeting be moved for safety purposes, and 3) that 'No Parking' signs be installed, as well as no trees be placed that would interrupt the turning radius thereby affecting ingress and egress for the development, was made by Pres. Heckendorf and seconded by Tr. Emmerich.

Discussion followed regarding the tightness of the turns for larger vehicles such as the Fire Department ladder truck. Fire Chief Swaney indicated he had met with the architect and the conclusion was that, although the turn would be tight, larger vehicles would be able to maneuver the curve. Administrator Heidtke offered that all trees have been removed from the updated site plan, and that signage is movable, therefore allowing signs to be added or removed if essential services such as the Fire Department, Police Department or DPW would indicate a change is necessary.

Pres. Heckendorf amended his motion to include the stipulation that the southwest corner of the main intersection match the radius of the northwest side of the same intersection to create an improved access point. Tr. Emmerich seconded the amendment.

Vote: 6 ayes, 0 nays. Motion carried.

9. West Bend School District

Tr. Wells reported the next West Bend School Board meeting will be held on Monday, August 12, 2024. At this meeting, the board will formally act upon the legal ballot resolution. At the time of her report, the board was proposing to not exceed \$106.25 million for the referendum capital budget program. Tr. Wells also reported that back-to-school day is Tuesday, September 3, 2024.

10. Washington County Board Report

Pres. Heckendorf reported that he did not receive any updates from Supervisor Schwab for the August meeting.

11. Greater Jackson Business Alliance

Tr. Matters was not in attendance to report.

12. Mid-Moraine Municipal Association Report

Tr. Olson stated that there was nothing to report as the legislature is not in session. They

will begin again in September.

13. Closed Session Pursuant to Wis. Stats. §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:

- a. To Discuss Development Agreements for Property Publicly Owned in TID 7;
- b. To Discuss Contracted Services

The motion to proceed into closed session pursuant to Wis. Stats. §19.85(1)(e) 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. Wells: Aye

Vote: 6 ayes, 0 nays. Motion carried.

The meeting proceeded into closed session at 7:49 PM. Those present in closed session were the Village Board members and Administrator Jen Heidtke.

14. 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 Pres. Heckendorf and seconded by Tr. Emmrich.

Vote: 6 ayes, 0 nays. Motion carried. The meeting proceeded into open session at 8:54 PM.

No action was taken on the closed session items.

15. Adjourn

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

Vote: 6 ayes, 0 nays. Motion carried. The meeting was adjourned at 8:54 PM.

Respectfully Submitted,
Jackie Schuh - Village Clerk

MINUTES
VILLAGE BOARD MEETING
Tuesday, August 27, 2024 at 7:00 PM
Village Board Special Meeting Amended

1. Call to Order and Roll Call

The meeting was called to order at 7:02 PM by Pres. Heckendorf.

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

Members Excused: Tr. Olson

Members Absent: None

Staff Present: Administrator Jen Heidtke, Treasurer Darlene Smith, Police Chief Ryan Vossekuil, Fire Chief Aaron Swaney, Public Works Director Brian Kober, Parks & Recreation Director Kelly Valentino, and Clerk Jackie Schuh

2. Pledge of Allegiance

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

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.)

None.

4. Financial Management Plan Workshop #1 - Capital Project Financing and TID Review

Brian Roemer and Ariana Schmidt of Ehlers presented information regarding the Financial Management Plan for the Village of Jackson. Mr. Roemer stressed the importance of modifying the budgeting process into a proactive and collaborative Financial Planning Process where the needs of the Village can be forecast and planned for. Mr. Roemer cautioned the Board not to react to the numbers presented in the exhibits but rather to view the workshop as a collaborative effort that goes from staff to board to consultant while operating within statutory levy limits and maintaining stable tax rates. Mr. Roemer reviewed the impact that past decisions have made on current performance when it comes to debt and how they can use that information to plan for future endeavors. Equalized Value (EV) was discussed, and he noted that from 2019 to 2024 the Village's EV has almost doubled, mostly due to large capital investments. Per Roemer, this indicates that the staff and Board have not over-extended themselves. He commended them on their efforts. Mr. Roemer stressed the need to maintain a level debt service levy because future valuations cannot be controlled. He discussed capital projects for the years 2025 through 2043 but noted that the chart did not include the final phases of the wastewater treatment plant project. Administrator Heidtke reminded the Board that the chart does, however, include deferred projects from this year as well as next year. Mr. Roemer reviewed the impact that debt will have on taxpayers, and indicated that new projects will cause a fluctuation of levy unless the Village uses capitalized interest or gap financing, which is not recommended because interest rates cannot be

predicted. Performance of Tax Increment Districts 4, 5, 6, and 7 was discussed. Administrator Heidtke indicated that the Village is approaching the self-imposed limit that the Board established last year, and noted that project cost increases may lead to future re-prioritization schedules. In closing, Mr. Roemer did note that future valuations will be a large factor in future planning.

5. Approval of Licenses for the Licensing Period through June 30, 2025

a. Liquor License - Class "A" Fermented Malt Beverages & "Class A" Intoxicating Liquors

- i. Jackson Ellahi LLC (dba Hwy Mart), N168W22224 Main St, Registered Agent: Mandeep Dran

The motion to approve the Class "A" Fermented Malt Beverages and "Class A" Intoxicating Liquor License for Jackson Ellahi LLC (dba Hwy Mart), at N168W22224 Main Street was made by Tr. Wells and seconded by Tr. Emmrich.

Vote: 5 ayes, 0 nays. Tr. Kruepke abstained. Motion carried.

b. Cigarette/Tobacco/Vape License

- i. Jackson Ellahi LLC (dba Hwy Mart), N168W22224 Main St, Registered Agent: Mandeep Dran

The motion to approve the Cigarette/Tobacco/Vape License for Jackson Ellahi LLC (dba Hwy Mart), at N168W22224 Main Street was made by Tr. Wells and seconded by Tr. Emmrich.

Vote: 5 ayes, 0 nays. Tr. Kruepke abstained. Motion carried.

c. Appointment of New Agent - Alcohol Beverage & Cigarette, Tobacco, and Electronic Vaping Device

- i. J&M LTD (dba Village Mart), N213N16770 Glen Brooke Drive, Registered Agent: Mandeep Dran

The motion to approve the change of agent to Mandeep Dran for J&M LTD (dba Village Mart) at W213N16770 Glen Brooke Drive was made by Pres. Heckendorf and seconded by Tr. Emmrich.

Vote: 5 ayes, 0 nays. Tr. Kruepke abstained. Motion carried.

6. Plan Commission

- a. Preliminary Plat - Oaks of Jackson, Addition No. 1 - Hillcrest Jackson, LLC-Oyvind Solvang

The motion to approve the Preliminary Plat of The Oaks of Jackson, Addition No. 1 for Hillcrest Jackson, LLC for Oyvind Solvang was made by Tr. Emmrich and seconded by Tr. Kruepke.

Vote: 6 ayes, 0 nays. Motion carried.

7. Personnel Committee

a. Side Letter Agreement with Jackson Professional Police Association - Detective Position

The motion to approve the Side Letter Agreement with the Jackson Professional Police Association for the Detective Position was made by Pres. Heckendorf and seconded by Tr. Kruepke.

Vote: 6 ayes, 0 nays. Motion carried.

8. 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."

The closed session is for the following purposes:

1. Discussing a Development Agreement for TID 7;
2. Discussing the Sale of Village Owned Property in TID 7

The motion to proceed into closed session, pursuant to Wis. Stats. § 19.85(1)(e) was made by Pres. Heckendorf and seconded by Tr. Engelhardt.

Pres. Heckendorf: aye
Tr. Emmrich: aye
Tr. Engelhardt: aye
Tr. Kruepke: aye
Tr. Matter: aye
Tr. Wells: aye

Vote: 6 ayes, 0 nays. Motion carried. The meeting proceeded into closed session at 8:03 PM. Those present for the entirety of the closed session consisted of the body and Administrator Heidtke.

9. 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 Pres. Heckendorf and seconded by Tr. Engelhardt.

Vote: 6 ayes, 0 nays. Motion carried. The meeting reconvened in open session at 8:15 PM.

The motion to authorize the Village Administrator to sell publicly owned land in the Oaks of Jackson, Outlot 8, was made by Pres. Heckendorf and seconded by Tr. Kruepke.

Vote: 6 ayes, 0 nays. Motion carried.

10. Adjourn

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

Vote: 6 ayes, 0 nays. Motion carried. The meeting was adjourned at 8:16 PM.

Respectfully Submitted,
Jackie Schuh - Village Clerk

DRAFT

RESOLUTION #24-21

RESOLUTION OF APPRECIATION OF SERVICE TO TODD FRISTED

The Village Board of the Village of Jackson, Washington County, Wisconsin, does resolve the following:

WHEREAS, the Village of Jackson Board Members, the Jackson Police Department, the Village of Jackson Employees and the Citizens of the Village of Jackson would like to express their appreciation to Todd Fristed for his public service, contributions, and dedication while serving the Village of Jackson as a member of the Jackson Police Department for the last 29 years; and

WHEREAS, Todd has served in many roles at the Jackson Police Department including Crime Prevention Officer, Sergeant, Lieutenant, Field Training Officer, and K9 Handler; and

WHEREAS, Be it recognized how rare and special an accomplishment it is to not only serve 29 years as a police officer for the Village of Jackson, but to be the longest-serving full-time police officer in the history of the Jackson Police Department.

THEREFORE, BE IT RESOLVED that the Village of Jackson does hereby honor Todd Fristed and expresses its deep and sincere appreciation for this remarkable accomplishment of service.

Introduced by:_____

Seconded by:_____

Vote: ____ ayes ____ nays

Passed and Approved:_____

Brian Heckendorf - Village President

Attest:_____
Jackie Schuh - Village Clerk

Proof of Posting:

I, the undersigned, certify that I posted this Resolution on bulletin boards at the Village Hall, Post Office, and one other location in the Village.

Village Official

Date



MEMO

TO: Brian Heckendorf, Village President; Board of Trustees

FROM: Jen Heidtke, Village Administrator; Jackie Schuh, Village Clerk

RE: Plan Commission Appointment to Fill Vacancy

DATE: September 6, 2024

Background

On July 2, 2024 the Village received the resignation of Plan Commission member Ryan Ganshow. In the event of a committee vacancy, it is the role of the Village President to recommend the Village Board consideration of a new appointment to fill the position for the remainder of the term. Resident Matthew Van Eperen has been recommended for appointment to the Plan Commission for a term to conclude on April 13, 2027.

Sec. 2-183. - Plan Commission.

(a)Membership. The plan commission shall consist of seven members appointed by the village president. One member shall be the village president, who shall preside as chairman, two members shall be village trustees, and four members shall be citizen members. The two village board members shall be appointed annually by the village president at the organization meeting. The four citizen members shall be appointed by the president at the organizational meeting, subject to confirmation by the village board, for three year terms. If a vacancy occurs prior to the organizational meeting, the citizen member shall be appointed by the village president, subject to confirmation by the village board, to complete the term.

(b)Powers and duties. The plan commission shall have such powers as may be necessary to enable it to perform its functions and duties and promote municipal planning as set forth in Wis. Stats. § 62.23 and such other powers and duties as shall be vested in the commission by the village board.

(c)Rules of procedure. The plan commission shall organize and adopt rules for its own governance in accordance with the provisions of this section.

(d)Meetings. Meetings shall be held monthly on the third Thursday of each month, or at any other time as required, and shall be open to the public.

(e)Committees. The chairman may appoint standing and special committees.

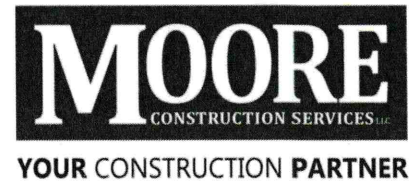
Motion

Approval of consent agenda.

N168 W19851
Main Street
Jackson, WI 53037
Phone: 262-677-9001
Fax: 262-677-1710

www.villageofjacksonwi.gov

Village of Jackson Community Center Addition
Application and Certification for Payment
August 2024 Summary



Village of Jackson
Parks and Recreation Department
N165W20330 Hickory Lane
Jackson, Wisconsin 53037

Attn: Kelly Valentino, Parks and Recreation Director

RE: Jackson Community Center Addition
Project Pay Application #3
MCS Project # 23033

Enclosed for your use in payment to Moore Construction Services is Pay Application #3 for \$486,660.30.

Moore Construction Services has verified the work completed by project contractors and approved the amounts included in column G of the AIA G702 and G703 Application and Certification for Payment.

Following your review and approval, please complete the application for payment forms within the areas reserved for the OWNER. Thereafter, retain one copy for your records, provide the second copy to Moore Construction Services.

Please feel free to contact me with any questions or concerns.

Regards,

A handwritten signature in black ink, appearing to read "J. M. Kruchko".

Jason M. Kruchko
Moore Construction Services
Project Manager

Enclosed: AIA G702-1992 Application and Certificate for Payment #3 dated August 30, 2024

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: Village of Jackson N165 W20330 Hickory Lane Jackson, WI 53037	PROJECT: Jackson Community Center N168 W20330 Hickory Lane Jackson, WI 53037	APPLICATION NO: 3 PERIOD TO: 8/30/2024 CONTRACT FOR: Jackson Community Center CONTRACT DATE: 8/8/2023 PROJECT NOS: 23033 / / INVOICE NO: 3578
Distribution to: OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐		
FROM CONTRACTOR: Moore Construction Services LLC W146 N5650 Enterprise Avenue Menomonee Falls, WI 53051	VIA ARCHITECT:	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 5,681,885.00
2. NET CHANGE BY CHANGE ORDERS	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 5,681,885.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 1,192,968.00
5. RETAINAGE:	
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$ 58,702.75
b. <u>0</u> % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 58,702.75
6. TOTAL EARNED LESS RETAINAGE	\$ 1,134,265.25
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 647,604.95
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 486,660.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 4,547,619.75

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this month	\$ 0.00	\$ 0.00
TOTAL	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$ 0.00	

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

CONTRACTOR: Moore Construction Services LLC

By: *Michael J. Moore*

Date: 8/30/24

State of: WI

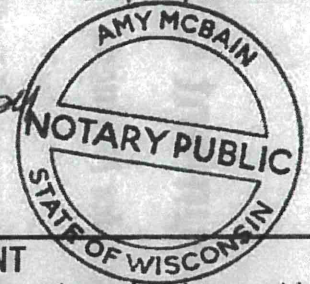
County of: Waukesha

Subscribed and sworn to before me this

Amy McBain
 Notary Public: Amy McBain

My commission expires: 1/16/2028

30 day of Aug 2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 486,660.30

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

ARCHITECT: *2 James ...*

By: *[Signature]*

Date: 30 Aug 2024

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G703™ – 1992

Continuation Sheet

Page 2

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3
APPLICATION DATE: 8/30/2024
PERIOD TO: 8/30/2024
ARCHITECT'S PROJECT NO: 23033

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01	Concrete	321,000.00	240,750.00	0.00	0.00	240,750.00	75	80,250.00	12,037.50
02	Concrete Floor	11,945.00	0.00	0.00	0.00	0.00	0	11,945.00	0.00
03	Masonry	168,168.00	0.00	0.00	0.00	0.00	0	168,168.00	0.00
04	Metal Fabrications	375,000.00	39,763.00	247,000.00	0.00	286,763.00	76	88,237.00	14,338.15
05	Cold Form Framing & Gyp	387,450.00	0.00	50,525.00	0.00	50,525.00	13	336,925.00	2,526.25
06	General Trades & Carpentry	514,151.00	5,400.00	0.00	18,913.00	24,313.00	5	489,838.00	270.00
07	Roofing	359,800.00	0.00	0.00	0.00	0.00	0	359,800.00	0.00
08	EIFS	93,724.00	0.00	0.00	0.00	0.00	0	93,724.00	0.00
09	Air Barrier	43,600.00	0.00	0.00	0.00	0.00	0	43,600.00	0.00
10	Aluminum Storefront Systems	249,987.00	4,000.00	0.00	0.00	4,000.00	2	245,987.00	200.00
11	Safety Laminates	119,163.00	0.00	0.00	0.00	0.00	0	119,163.00	0.00
12	Tile & Flooring	140,417.00	0.00	0.00	0.00	0.00	0	140,417.00	0.00
13	Acoustical Ceiling Tile	114,776.00	0.00	0.00	0.00	0.00	0	114,776.00	0.00
14	Wall Coverings & Painting	81,230.00	0.00	0.00	0.00	0.00	0	81,230.00	0.00
15	Fire Suppression	51,000.00	5,500.00	0.00	0.00	5,500.00	11	45,500.00	275.00
16	Plumbing	203,500.00	40,000.00	20,000.00	0.00	60,000.00	29	143,500.00	3,000.00
17	HVAC	498,750.00	6,100.00	11,530.00	0.00	17,630.00	4	481,120.00	881.50
18	Electrical	281,300.00	25,000.00	10,000.00	0.00	35,000.00	12	246,300.00	1,750.00
19	Low Voltage	109,295.00	20,000.00	25,000.00	0.00	45,000.00	41	64,295.00	2,250.00
20	Earthwork	145,082.00	109,592.00	24,000.00	0.00	133,592.00	92	11,490.00	6,679.60
21	Pavement	54,880.00	0.00	0.00	0.00	0.00	0	54,880.00	0.00
22	Fencing	143,245.00	0.00	0.00	0.00	0.00	0	143,245.00	0.00
23	Landscaping & Retaining Wall	49,779.00	0.00	0.00	0.00	0.00	0	49,779.00	0.00
GRAND TOTAL									

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AIA® Document G703™ – 1992

Continuation Sheet

Page 3

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3
APPLICATION DATE: 8/30/2024
PERIOD TO: 8/30/2024
ARCHITECT'S PROJECT NO: 23033

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
24	Utilities	112,534.00	40,534.00	62,000.00	0.00	102,534.00	91	10,000.00	5,126.70
25	Artificial Surfacing	41,086.00	0.00	0.00	0.00	0.00	0	41,086.00	0.00
26	Wood Floor Rein & Stripe	20,387.00	0.00	0.00	0.00	0.00	0	20,387.00	0.00
27	General Conditions	311,992.00	58,776.00	29,000.00	0.00	87,776.00	28	224,216.00	4,388.80
28	Performance Bond	54,000.00	9,820.00	4,910.00	0.00	14,730.00	27	39,270.00	736.50
29	Building Permit	9,264.00	9,264.00	0.00	0.00	9,264.00	100	0.00	463.20
30	Construction Managment Fee	303,990.00	38,252.00	24,394.00	0.00	62,646.00	21	241,344.00	3,132.30
31	Liability Insurance	43,065.00	7,830.00	3,915.00	0.00	11,745.00	27	31,320.00	587.25
32	Owner Contingency	253,325.00	0.00	0.00	0.00	0.00	0	253,325.00	0.00
33	Allowance Testing Services; Soils & Concrete	10,000.00	0.00	0.00	0.00	0.00	0	10,000.00	0.00
34	Allowance Soil Borings	5,000.00	1,200.00	0.00	0.00	1,200.00	24	3,800.00	60.00
	GRAND TOTAL	5,681,885.00	661,781.00	512,274.00	18,913.00	1,192,968.00	21	4,488,917.00	58,702.75

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101210ACTD44



AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO:	Distribution to:
Village of Jackson	Jackson Tertiary Filters	6	OWNER ☐
N168 W19851 Main Street	W194N16658 Eagle Drive	PERIOD TO:	ARCHITECT ☐
Jackson, WI 53037	Jackson, WI 53037	8/15/2024	CONTRACTOR ☐
FROM CONTRACTOR:	VIA ARCHITECT:	CONTRACT FOR:	FIELD ☐
J.H. HASSINGER, INC.		Jackson Tertiary Filters	OTHER ☐
N60 W16289 Kohler Lane		CONTRACT DATE:	
Menomonee Falls, WI 53051		3/11/2024	
		PROJECT NOS:	
		/ /	
		INVOICE NO:	
		12531	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$	4,715,248.00
2. NET CHANGE BY CHANGE ORDERS	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	4,715,248.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,107,100.00
5. RETAINAGE:		
a. %5 of Completed Work		
(Columns D + E on G703)	\$	47,255.00
b. %5 of Stored Material		
(Column F on G703)	\$	8,100.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$	55,355.00
6. TOTAL EARNED LESS RETAINAGE	\$	1,051,745.00
(Line 4 minus Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	614,365.00
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	437,380.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 minus Line 6)	\$	3,663,503.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	0.00	0.00
Total approved this month	\$	0.00	0.00
TOTAL	\$	0.00	0.00
NET CHANGES by Change Order	\$	0.00	

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

CONTRACTOR: J.H. HASSINGER, INC.

By: _____

State of: WI

County of: Waukesha

Subscribed and sworn to before me this _____

Notary Public: Shelly Ritzow

My commission expires: 8/1/2027

Date: 8/9/2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 437,380.00

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

ARCHITECT: _____

By: _____

Date: 8/12/2024

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

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

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

APPLICATION NO.:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO.:

6

8/9/2024

8/15/2024

Page 2

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	General Conditions	155,178.00	28,000.00	3,000.00	0.00	31,000.00	20	124,178.00	1,550.00
2	Bonds and Insurance	90,000.00	90,000.00	0.00	0.00	90,000.00	100	0.00	4,500.00
3	Mobilization	20,000.00	16,000.00	2,000.00	0.00	18,000.00	90	2,000.00	900.00
4	Demolition	64,636.00	18,500.00	6,500.00	0.00	25,000.00	39	39,636.00	1,250.00
5	Excavation and Shoring	280,000.00	202,000.00	50,000.00	0.00	252,000.00	90	28,000.00	12,600.00
6	Paving	27,000.00	0.00	0.00	0.00	0.00	0	27,000.00	0.00
7	Landscaping	13,000.00	0.00	0.00	0.00	0.00	0	13,000.00	0.00
8	Concrete Labor	230,000.00	81,000.00	65,000.00	0.00	146,000.00	63	84,000.00	7,300.00
9	Concrete Materials	150,000.00	44,200.00	45,000.00	0.00	89,200.00	59	60,800.00	4,460.00
10	Precast Plank	29,500.00	0.00	0.00	0.00	0.00	0	29,500.00	0.00
11	Masonry	100,000.00	0.00	41,000.00	0.00	41,000.00	41	59,000.00	2,050.00
12	Steel	235,000.00	23,500.00	12,600.00	0.00	36,100.00	15	198,900.00	1,805.00
13	Carpentry	100,000.00	0.00	15,000.00	0.00	15,000.00	15	85,000.00	750.00
14	Air Barrier and Damp Proofing	9,000.00	0.00	3,700.00	0.00	3,700.00	41	5,300.00	185.00
15	Roofing	62,000.00	0.00	0.00	0.00	0.00	0	62,000.00	0.00
16	Caulking	14,000.00	0.00	0.00	0.00	0.00	0	14,000.00	0.00
17	OH and Doors	34,000.00	0.00	0.00	0.00	0.00	0	34,000.00	0.00
18	Painting	100,000.00	0.00	0.00	0.00	0.00	0	100,000.00	0.00
19	Plumbing	117,000.00	28,700.00	17,000.00	25,000.00	70,700.00	60	46,300.00	3,535.00
20	HVAC	300,000.00	0.00	0.00	0.00	0.00	0	300,000.00	0.00
21	Process	600,500.00	61,300.00	38,500.00	25,000.00	124,800.00	21	475,700.00	6,240.00
22	Electrical Materials	107,561.00	2,500.00	5,600.00	0.00	8,100.00	8	99,461.00	405.00



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CONTINUATION SHEET

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APPLICATION NO.:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO.:

6

8/9/2024

8/15/2024

Page 3

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			% (G ÷ C)		
23	Electrical Labor	175,000.00	1,000.00	8,500.00	0.00	9,500.00	5	165,500.00	475.00
24	Electrical Controls	175,340.00	0.00	0.00	0.00	0.00	0	175,340.00	0.00
25	Excavation Allowance	13,000.00	0.00	0.00	0.00	0.00	0	13,000.00	0.00
26	Trench Excavation Allowance	16,000.00	0.00	0.00	0.00	0.00	0	16,000.00	0.00
27	Structural Fill Allowance	52,000.00	0.00	0.00	0.00	0.00	0	52,000.00	0.00
28	Reinforced Concrete Allowance	60,000.00	0.00	0.00	0.00	0.00	0	60,000.00	0.00
29	Crushed Aggregate Base Allowance	2,200.00	0.00	0.00	0.00	0.00	0	2,200.00	0.00
30	Geo Textile Allowance	1,200.00	0.00	0.00	0.00	0.00	0	1,200.00	0.00
31	Sidewalk Allowance	4,500.00	0.00	0.00	0.00	0.00	0	4,500.00	0.00
32	Soil Testing	10,000.00	0.00	0.00	0.00	0.00	0	10,000.00	0.00
33	Electric Utility	4,000.00	0.00	0.00	0.00	0.00	0	4,000.00	0.00
34	Gas Utility	4,000.00	0.00	0.00	0.00	0.00	0	4,000.00	0.00
35	Polymer Tote	3,000.00	0.00	0.00	0.00	0.00	0	3,000.00	0.00
36	Shop Equipment	10,000.00	0.00	0.00	0.00	0.00	0	10,000.00	0.00
37	Filters	837,000.00	0.00	0.00	0.00	0.00	0	837,000.00	0.00
38	UV Treatment	209,633.00	0.00	0.00	0.00	0.00	0	209,633.00	0.00
39	Site Utilities	300,000.00	0.00	35,000.00	112,000.00	147,000.00	49	153,000.00	7,350.00
		4,715,248.00	596,700.00	348,400.00	162,000.00	1,107,100.00	23	3,608,148.00	55,355.00



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Request for Disbursement for Financial Assistance Programs

Form 8700-215 (R 12/22)

Page 1 of 4

☒ Clean Water Fund Program

☐ Safe Drinking Water Loan Program

Notice: This form is authorized by ss. 281.58, 281.59, and 281.61, Wis. Stats. Submittal of a completed form to the Department is mandatory for all applicants seeking payments from the Clean Water Fund Program, the Environmental Improvement Fund or the Safe Drinking Water Loan Program. Failure to submit a completed form to the Department shall be grounds for denial of payment. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31-19.39, Wis. Stats.]. **See page 2 for instructions and payment cycles.**

1. Municipality Village of Jackson	2. Project Number 4266-04	3. Request Number 3	4. Type of Request ☒ Partial ☐ Final
---------------------------------------	------------------------------	------------------------	--

Disbursement worksheet must be completed and invoices must be attached for all costs.	This Claim	For DNR Use Only	
		Adjustments	Claim Amount Paid
Force Account	\$	\$	\$
Interim Financing			
Preliminary Design/Engineering			
Land or Easement Acquisition			
Engineering / Construction Management	11,728.40		
Construction / Equipment	138,795.00		
Miscellaneous Costs			
EIF Closing Costs			
Total Requested	150,523.40		

Municipal Certification

I certify: (The following boxes must be marked before this request will be processed.)

- ☒ The amounts requested are in accordance with the terms of the Financial Assistance Agreement (FAA) and are for eligible project costs that have been incurred and have not been reimbursed on any previous request.
- ☒ I am the municipal representative authorized to complete this request and that all necessary approvals by consultants and municipal governing officials have been obtained.
- ☒ The Project complies with the Davis-Bacon and Related Acts, which require that all laborers and mechanics employed by the contractors, and subcontractors, were paid wages at rates not less than those listed on the prevailing wage rate contained in the contract documents.
- ☒ The Davis-Bacon poster was posted at all times by the contractor and subcontractors at the work site.
- ☒ All contractors have provided the municipality or engineer with certified weekly payrolls for labor performed for all costs requested with this Request for Disbursement for Financial Assistance Programs Form.

Date Signed _____

Signature of Municipal Representative _____

Title Village President

Telephone Number (262) 423-7282

DO NOT WRITE BELOW THIS LINE - DNR USE ONLY

Received Date	DNR Approval and Date	DOA Approval and Date	Project At %
Comments			

Instructions

Type or print legibly.

1. Enter the official name of the municipality.
2. Enter the project number.
3. Number the Request for Disbursement sequentially starting with 1.
4. Select "Partial" until the final request is submitted. When it is the final request, it is important that it be indicated as final.

The request must be signed by a municipal representative employed by the municipality. This representative is certifying that the requested costs are in accordance with the terms set forth in the FAA. Also, indicate the title of the representative, the date signed, and the telephone number, including area code.

PAYMENT CYCLES

Request for Disbursement forms received by the DNR by the Friday before the first Wednesday of the month are disbursed on the second Wednesday of the month. Forms received by the Friday before the third Wednesday of the month are disbursed on the fourth Wednesday of the month. Changes to this schedule will be made for Federal Holidays.

Page 3 of 4

Instructions

Type or print legibly. Items 1 through 4 are self-explanatory. Specific instructions for each column are as follows:

1. Date of Invoice

2. Payee--Enter name listed on invoice of contractor, consultant, or vendor. Indicate municipality name for all work associated with force account for labor or equipment.

3. Invoice Number

4. Total Invoice Amount--This amount is auto-summed and calculated from what is entered in the Budget Categories (column 5) and the Other Funding Sources (column 6).

5. Budget Categories--The amount of eligible costs being claimed in column 4 must be broken down and entered under the appropriate budget categories. **Only expenditures for budgeted costs approved in the Financial Assistance Agreement (FAA) or amendment may be claimed.**

Force Account--Force Account is the work a municipality performs using its own employees and/or equipment. Documentation must be submitted verifying the personnel who did the work, hours worked, hourly wage and scope of work. For equipment, indicate the type of equipment and the work performed, the dates and hours of use, and the hourly cost. Enter amount to be reimbursed for personnel and equipment costs.

Interim Financing--Interim financing is a debt to temporarily finance a project. Enter the amounts associated with the preparation, approval, issuance, and sale of interim financing (includes bond counsel, financial consultants, and underwriters fees).

Preliminary Design/Engineering--Enter contract costs for preliminary design/engineering services.

Land/Easements--Enter all amounts associated with the acquisition of land and easements for this project.

Engineering/Construction Mgt.--Enter contract costs associated with engineering/construction management for this project.

Construction/Equipment--Enter costs associated with the contracted construction and equipment costs. Costs not included in a construction or equipment contract should be entered on the Miscellaneous line.

Miscellaneous Costs--Enter costs that are outside the scope of the engineering, construction and equipment contracts. These costs can include computers, start-up laboratory equipment, materials, supplies, bid advertising, etc. Construction-related items require prior review and approval by the regional Construction Management Engineer (CME) before seeking reimbursement. The municipality must provide the CME with a copy of the vendor's invoice, procurement method used and applicable bidding and contracting documentation. Once the CME has determined eligibility and given approval, the municipality may request reimbursement.

Closing Costs--Enter the eligible costs for closing purposes, which includes bond counsel and legal fees.

6. Other Funding Sources--(if applicable) Enter costs identified in the FAA as being paid by other sources, i.e., CDBG grant, municipal funds, Rural Development. These costs will not be reimbursed by the EIF.

For more information, visit <https://dnr.wi.gov/Aid/documents/EIF/Guide/pay.html>

Send the Request for Disbursement form, along with supporting invoices by one of these methods:

Email: DNRCFELDisbursements@Wisconsin.gov

Fax: 608-267-0496

U.S. Mail: Environmental Loans - CF/2
Dept of Natural Resources
PO Box 7921
Madison WI 53707-7921

UPS or FedEx: Environmental Loans - CF/2
Dept of Natural Resources
101 S. Webster Street
Madison WI 53703

Request for Disbursement for Financial Assistance Programs

Form 8700-215 (R 12/22)

Page 1 of 4

☒ Clean Water Fund Program

☐ Safe Drinking Water Loan Program

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1. Municipality Village of Jackson	2. Project Number 4266-04	3. Request Number 4	4. Type of Request ☒ Partial ☐ Final
---------------------------------------	------------------------------	------------------------	--

Disbursement worksheet must be completed and invoices must be attached for all costs.	This Claim	For DNR Use Only	
		Adjustments	Claim Amount Paid
Force Account	\$	\$	\$
Interim Financing			
Preliminary Design/Engineering			
Land or Easement Acquisition			
Engineering / Construction Management			
Construction / Equipment	437,380.00		
Miscellaneous Costs			
EIF Closing Costs			
Total Requested	437,380.00		

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- ☒ I am the municipal representative authorized to complete this request and that all necessary approvals by consultants and municipal governing officials have been obtained.
- ☒ The Project complies with the Davis-Bacon and Related Acts, which require that all laborers and mechanics employed by the contractors, and subcontractors, were paid wages at rates not less than those listed on the prevailing wage rate contained in the contract documents.
- ☒ The Davis-Bacon poster was posted at all times by the contractor and subcontractors at the work site.
- ☒ All contractors have provided the municipality or engineer with certified weekly payrolls for labor performed for all costs requested with this Request for Disbursement for Financial Assistance Programs Form.

Date Signed _____

Signature of Municipal Representative _____

Title Village President

Telephone Number (262) 423-7282

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Received Date	DNR Approval and Date	DOA Approval and Date	Project At %
Comments			

Instructions

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2. Enter the project number.
3. Number the Request for Disbursement sequentially starting with 1.
4. Select "Partial" until the final request is submitted. When it is the final request, it is important that it be indicated as final.

The request must be signed by a municipal representative employed by the municipality. This representative is certifying that the requested costs are in accordance with the terms set forth in the FAA. Also, indicate the title of the representative, the date signed, and the telephone number, including area code.

PAYMENT CYCLES

Request for Disbursement forms received by the DNR by the Friday before the first Wednesday of the month are disbursed on the second Wednesday of the month. Forms received by the Friday before the third Wednesday of the month are disbursed on the fourth Wednesday of the month. Changes to this schedule will be made for Federal Holidays.

Page 3 of 4

Instructions

Type or print legibly. Items 1 through 4 are self-explanatory. Specific instructions for each column are as follows:

1. Date of Invoice

2. Payee--Enter name listed on invoice of contractor, consultant, or vendor. Indicate municipality name for all work associated with force account for labor or equipment.

3. Invoice Number

4. Total Invoice Amount--This amount is auto-summed and calculated from what is entered in the Budget Categories (column 5) and the Other Funding Sources (column 6).

5. Budget Categories--The amount of eligible costs being claimed in column 4 must be broken down and entered under the appropriate budget categories. **Only expenditures for budgeted costs approved in the Financial Assistance Agreement (FAA) or amendment may be claimed.**

Force Account--Force Account is the work a municipality performs using its own employees and/or equipment. Documentation must be submitted verifying the personnel who did the work, hours worked, hourly wage and scope of work. For equipment, indicate the type of equipment and the work performed, the dates and hours of use, and the hourly cost. Enter amount to be reimbursed for personnel and equipment costs.

Interim Financing--Interim financing is a debt to temporarily finance a project. Enter the amounts associated with the preparation, approval, issuance, and sale of interim financing (includes bond counsel, financial consultants, and underwriters fees).

Preliminary Design/Engineering--Enter contract costs for preliminary design/engineering services.

Land/Easements--Enter all amounts associated with the acquisition of land and easements for this project.

Engineering/Construction Mgt.--Enter contract costs associated with engineering/construction management for this project.

Construction/Equipment--Enter costs associated with the contracted construction and equipment costs. Costs not included in a construction or equipment contract should be entered on the Miscellaneous line.

Miscellaneous Costs--Enter costs that are outside the scope of the engineering, construction and equipment contracts. These costs can include computers, start-up laboratory equipment, materials, supplies, bid advertising, etc. Construction-related items require prior review and approval by the regional Construction Management Engineer (CME) before seeking reimbursement. The municipality must provide the CME with a copy of the vendor's invoice, procurement method used and applicable bidding and contracting documentation. Once the CME has determined eligibility and given approval, the municipality may request reimbursement.

Closing Costs--Enter the eligible costs for closing purposes, which includes bond counsel and legal fees.

6. Other Funding Sources--(if applicable) Enter costs identified in the FAA as being paid by other sources, i.e., CDBG grant, municipal funds, Rural Development. These costs will not be reimbursed by the EIF.

For more information, visit <https://dnr.wi.gov/Aid/documents/EIF/Guide/pay.html>

Send the Request for Disbursement form, along with supporting invoices by one of these methods:

Email: DNRCFELDisbursements@Wisconsin.gov

Fax: 608-267-0496

U.S. Mail: Environmental Loans - CF/2
Dept of Natural Resources
PO Box 7921
Madison WI 53707-7921

UPS or FedEx: Environmental Loans - CF/2
Dept of Natural Resources
101 S. Webster Street
Madison WI 53703



August 21, 2024

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 #6

Dear Mr. Kober:

Enclosed is the final Pay Request #6 for the STH 60 Street Lighting project in the Village of Jackson. The maximum retainage was met with pay request #2 which is to be paid with this request:

Total work completed to date	= \$390,159.58
Total Retainage	= \$9,454.40
Amount due to Contractor, Pay Request #6	= \$9,454.40

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 #6
 WII-Surge - Prime Contractor

Item No.	Description	Units	Total	WII-Surge		Pay Request #1		Pay Request #2		Pay Request #3		Pay Request #4		Pay Request #5		Cumulative Totals		% Complete
				Unit Price	Bid Total	Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	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	0.00	\$0.00	0.00	\$0.00	0.00	\$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	0.00	\$0.00	0.00	\$0.00	0.00	\$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	0.00	\$0.00	0.00	\$0.00	0.00	\$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	17.00	\$16,779.00	0.00	\$0.00	0.00	\$0.00	17	\$16,779.00	100%
654.0105	Concrete Bases Type 5	EACH	36	\$891.00	\$32,076.00	0.0	\$0.00	36	\$32,076.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	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	256.00	\$235.52	7344.00	\$6,756.48	0.00	\$0.00	7600	\$6,992.00	100%
655.0620	Electrical Wire Lighting 8 AWG	LF	20,342	\$1.68	\$34,174.56	0.0	\$0.00	0	\$0.00	21467.00	\$36,064.56	0.00	\$0.00	0.00	\$0.00	21467	\$36,064.56	106%
655.0625	Electrical Wire Lighting 6 AWG	LF	30,513	\$1.81	\$55,228.53	0.0	\$0.00	0.00	\$0.00	32200.50	\$58,282.91	0.00	\$0.00	0.00	\$0.00	32201	\$58,282.91	106%
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	100.00	\$1,379.00	0.00	\$0.00	0.00	\$0.00	10149	\$139,954.71	94%
SPV.0060.01	Install Village Furnished Lighting Unit	EACH	36	\$832.00	\$29,952.00	0.0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	36.00	\$29,952.00	36	\$29,952.00	100%
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	0.00	\$0.00	0.00	\$0.00	0.00	\$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	0.00	\$0.00	0.00	\$0.00	3.30	\$1,148.40	3	\$1,148.40	100%
SPV.0180.02	Asphalt Restoration	SY	5	\$808.00	\$4,040.00	0.0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	5.00	\$4,040.00	5	\$4,040.00	100%
CO #1	Concrete Replacement (Replaces Item SPV.0180.01)	SF	700	\$13.00	\$9,100.00	0.0	\$0.00	0	\$0.00	952.60	\$12,383.80	74.40	\$967.20	0.00	\$0.00	1027	\$13,351.00	147%
CO #2	Concrete Base 24" Dia Base	EACH	36	\$150.00	\$5,400.00	0.0	\$0.00	0	\$0.00	0.00	\$0.00	36.00	\$5,400.00	0.00	\$0.00	36	\$5,400.00	100%
STH 60 TOTAL					\$392,675.82		\$118,750.93		\$98,019.78		\$125,124.79		\$13,123.68	0.00	\$35,140.40		\$390,159.58	99%
TOTAL					\$392,675.82		\$118,750.93		\$98,019.78		\$125,124.79		\$13,123.68		\$35,140.40		\$390,159.58	99.36%

WII-Surge original bid #
 \$378,175.82
 Difference / Increase of
 \$13,351.60

\$5,937.55 Retainage Est #1
 \$3,516.85 Retainage Est #2
 \$0.00 Retainage Est #3
 \$0.00 Retainage Est #4
 \$0.00 Retainage Est #5
 \$9,454.40

Max retainage to hold =
 Based off original bid price

Total work completed \$390,159.58
 Retainage, this estimate \$0.00
 Total retainage, previous estimates \$9,454.40
 Total retainage \$9,454.40
 Amount due to contractor, estimate #6 \$9,454.40



Building a Better World
for All of Us®

CHANGE ORDER

Village of Jackson

OWNER

August 21, 2024

DATE

2

OWNER'S PROJECT NO.

CHANGE ORDER NO.

The Oaks of Jackson

170026 73.00

PROJECT DESCRIPTION

SEH FILE NO.

The following changes shall be made to the contract documents:

Description:

1. Quantity accounting balancing of contract Bid Item work from project:

Section 100 – Erosion Control and Site Grading Items

- 100-03 Tree Protection Fencing – (600 LF); (\$2,394.00)
- 100-04 Silt Fence – (776 LF); (\$1,373.52)
- 100-05 Sediment Logs – (120 LF); (\$15,150.00)
- 100-07 Inlet Protection Type A – (4 EA); (\$1,012.00)
- 100-08 Inlet Protection Type C – (7 EA); (\$459.55)
- 100-09 Inlet Protection Type D – (9 EA); (\$1,136.25)
- 100-14 Erosion Mat Class I Type A – 1,010 SY; \$1,585.70
- 100-15 Erosion Mat Class I Type B – (2,240 SY); (\$7,011.20)
- 100-16 Erosion Mat Class III Type B – 8.88 SY; \$139.06
- 100-17 Straw Mulch – (28,976) SY; (\$10,141.60)

Section 200 – Roadway Items

- 200-01 Base Repair – (250 CY); (\$12,500.00)
- 200-03 Base Aggregate Dense 3/4" – (385.07) TN; (\$5,995.54)
- 200-04 Base Aggregate Dense 1-1/4" – (1,443.38 TN); (\$22,473.43)
- 200-05 HMA Pavement 4 LT 58-28 S (3") – 31 SY; \$432.14
- 200-06 Concrete Curb & Gutter 30" Vertical – 63 SY; \$1,208.97
- 200-07 Concrete Sidewalk 4-Inch – 1,619 SF; \$7,301.69
- 200-08 Concrete Sidewalk 6-Inch – 74 SF; \$628.26
- 200-10 Geotextile Type SR – (400 SY); (\$1,216.00)
- 200-11 Geogrid Type SR – (400 SY); (\$1,216.00)

Section 300 – Sanitary Sewer items

- 300-02 6-Inch PVC SDR Sanitary Lateral w/ Granular Backfill – (154.50 LF); (\$12,424.89)
- 300-03 8-Inch PVC SDR-35 Sanitary Sewer Main w/ Granular Backfill – (3 LF); (\$233.76)

Section 400 – Storm Sewer Items

- 400-02 Storm Sewer RCP Class V 12-Inch – (25 LF); (\$1,480.25)
- 400-03 Storm Sewer RCP Class IV 15-Inch – (11 LF); (\$703.12)
- 400-04 Storm Sewer RCP Class III 18-Inch – (11 LF); (\$736.45)
- 400-05 Storm Sewer RCP Class III 24-Inch – (16.50 LF); (\$1,501.34)
- 400-06 Storm Sewer RCP Class III 27-Inch – (1 LF); (\$104.98)
- 400-07 Storm Sewer HDPE 12-Inch – (6 LF); (\$239.64)
- 400-10 Storm Reinforced Concrete Endwall 18-Inch – 1 EA; \$968.00
- 400-12 Storm PVC SDR-35 Pipe 6-Inch (Sump System) – 163 LF; \$5,180.14

Section 500 – Water Main Items

500-02 8-Inch PVC C-900 Water Main w/ Granular Backfill – 26 LF; \$1,928.94
500-03 6-Inch PVC C-900 Water Hydrant Lead w/ Granular Backfill – (9 LF); (\$1,340.55)
500-07 1-1/4-Inch HDPE SDR-9 Water Service – 60 LF; \$2841.00
500-08 1-1/4-Inch Water Service Tap and Corporation Valve – (9 EA); (\$2,742.93)
500-09 1-1/4-Inch Water Curb Valve and Box – (9 EA); (\$2,831.58)

Alternate No. 3 – Contractor Purchase and Haul Excess Topsoil

A3-01 Purchase Excess Topsoil and Haul – (2,096 CY); (\$6,288.00)

Total for Change Order No. 2: Quantity Accounting Balancing = (\$77,916.67)

Purpose of Change Order:

Regarding project closeout, overrun and underrun quantities shall be canceled out to show that the overall work is complete, and the remaining work is now \$0.00.

Basis of Cost: ☒ Actual ☐ Estimated

Attachments (list supporting documents): N/A

Contract Status

Original Contract

Net Change Prior C.O.'s \$1,955,419.53 to \$2,033,408.98

Change this C.O.

Revised Contract

Time

Cost

N/A

\$1,955,419.53

N/A

\$77,989.45

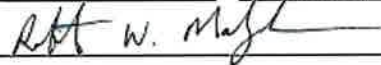
N/A

(\$77,916.67)

N/A

\$1,955,492.31

Recommended for Approval: **Short Elliott Hendrickson Inc.** by


Robert W. Malzahn, PE

Agreed to by Contractor:

BY 
DF Tomasini, Inc.

President

TITLE

Approved for Owner:

BY Village of Jackson

TITLE



Building a Better World
for All of Us®

August 21, 2024

RE: Village of Jackson
The Oaks of Jackson
Application for Payment No. 7 (Final)
SEH No. JACKV 170026 73.00

Brian Kober, P.E.
Director of Public Works & Village Engineer
Village of Jackson
W194N16660 Eagle Drive
Jackson, WI 53037

Dear Brian:

In accordance with Article 15 of the General Conditions of the contract for The Oaks of Jackson Project, we submit our Pay Application No. 7 (Final) pay recommendation for processing by the Village.

Per the enclosed spreadsheet, D.F. Tomasini Contractors, Inc. has earned \$0.00 through the seventh and final work period ending August 20, 2024. All project quantities have been agreed on with the contractor, and all punch list tasks have been completed. Please note this pay application includes Change Order No. 2, showing that overrun and underrun quantities are canceled out and that the overall work is complete, and remaining work is now \$0.00.

We recommend that the Village make a payment to D.F. Tomasini Contractors, Inc. for any work described above. Also, the Village shall release the remaining \$24,000.00 of the total retained earnings. Accordingly, we recommend the Village make a payment in the amount of \$24,000.00.

Lastly, attached is the signed final lien waiver provided by D.F. Tomasini Contractors, Inc.

Following your review of the above, please advise if there are any questions.

Sincerely,

Robert W. Malzahn, P.E.
Project Engineer

Enclosure: SEH Pay Application No. 7
DFT Application for Payment No. 7
DFT Final Lien Waiver

c: Mike Court, SEH
Jake Baneck, D.F. Tomasini Contractors, Inc.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351
SEH is 100% employee-owned | sehinc.com | 262.646.6855 | 888.908.8166 fax



Application for Payment No. 7 (FINAL)

Contractor DF Tomasini Inc.
N70W25176 Indian Grass Lane
Sussex, WI 53089

Contract For The Oaks of Jackson

Owner Village of Jackson

Project No. JACKV 170026

Contract Date April 18, 2023

Contract Amount \$1,955,419.53

For Period Ending August 21, 2024

Item No.	Item	Unit	Unit Price	CONTRACT		THIS PAYMENT		WORK TO DATE		BALANCE TO FINISH	PERCENT COMPLETE
				Quantity	Amount	Quantity	Amount	Quantity	Amount		
SECTION 100 EROSION CONTROL AND SITE GRADING ITEMS											
100-01	Mobilization	LS	\$ 30,350.00	1.00	\$ 30,350.00	0.00	\$ -	1.00	\$ 30,350.00	\$ -	100.00%
100-02	Clearing and Grubbing	AC	\$ 13,755.00	3.00	\$ 41,265.00	0.00	\$ -	3.00	\$ 41,265.00	\$ -	100.00%
100-03	Tree Protection Fence	LF	\$ 3.99	600.00	\$ 2,394.00	600.00	\$ 2,394.00	600.00	\$ 2,394.00	\$ -	100.00%
100-04	Silt Fence	LF	\$ 1.77	2,400.00	\$ 4,248.00	776.00	\$ 1,373.52	2,400.00	\$ 4,248.00	\$ -	100.00%
100-05	Sediment Logs	EA	\$ 126.25	120.00	\$ 15,150.00	120.00	\$ 15,150.00	120.00	\$ 15,150.00	\$ -	100.00%
100-06	Tracking Pad	EA	\$ 4,337.00	1.00	\$ 4,337.00	0.00	\$ -	1.00	\$ 4,337.00	\$ -	100.00%
100-07	Inlet Protection Type A	EA	\$ 253.00	4.00	\$ 1,012.00	4.00	\$ 1,012.00	4.00	\$ 1,012.00	\$ -	100.00%
100-08	Inlet Protection Type C	EA	\$ 65.65	17.00	\$ 1,116.05	7.00	\$ 459.55	17.00	\$ 1,116.05	\$ -	100.00%
100-09	Inlet Protection Type D	EA	\$ 126.25	9.00	\$ 1,136.25	9.00	\$ 1,136.25	9.00	\$ 1,136.25	\$ -	100.00%
100-10	Strip and Stockpile Topsoil	LS	\$ 43,831.00	1.00	\$ 43,831.00	0.00	\$ -	1.00	\$ 43,831.00	\$ -	100.00%
100-11	Site Grading	LS	\$ 134,086.00	1.00	\$ 134,086.00	0.00	\$ -	1.00	\$ 134,086.00	\$ -	100.00%
100-12	Basin Construction	LS	\$ 3,651.00	2.00	\$ 7,302.00	0.00	\$ -	2.00	\$ 7,302.00	\$ -	100.00%
100-13	Respread Topsoil, Seed, and Fertilizer	SY	\$ 0.71	60,000.00	\$ 42,600.00	0.00	\$ -	60,000.00	\$ 42,600.00	\$ -	100.00%
100-14	Erosion Mat Class I Type A	SY	\$ 1.57	8,000.00	\$ 12,560.00	(1,010.00)	\$ (1,585.70)	8,000.00	\$ 12,560.00	\$ -	100.00%
100-15	Erosion Mat Class II Type B	SY	\$ 3.13	2,600.00	\$ 8,138.00	2,240.00	\$ 7,011.20	2,600.00	\$ 8,138.00	\$ -	100.00%
100-16	Erosion Mat Class III Type B	SY	\$ 15.66	200.00	\$ 3,132.00	(8.88)	\$ (139.06)	200.00	\$ 3,132.00	\$ -	100.00%
100-17	Straw Mulch	SY	\$ 0.35	55,000.00	\$ 19,250.00	28,976.00	\$ 10,141.60	55,000.00	\$ 19,250.00	\$ -	100.00%
	Subtotal:				\$ 371,907.30		\$ 36,953.36		\$ 371,907.30	\$ -	100.00%
SECTION 200 ROADWAY ITEMS											
200-01	Base Repair	CY	\$ 50.00	250.00	\$ 12,500.00	250.00	\$ 12,500.00	250.00	\$ 12,500.00	\$ -	100.00%
200-02	Prepare Foundation for HMA Paving	LS	\$ 15,529.76	1.00	\$ 15,529.76	0.00	\$ -	1.00	\$ 15,529.76	\$ -	100.00%
200-03	Base Aggregate Dense 3/4"	TN	\$ 15.57	1,600.00	\$ 24,912.00	385.07	\$ 5,995.54	1,600.00	\$ 24,912.00	\$ -	100.00%
200-04	Base Aggregate Dense 1-1/4"	TN	\$ 15.57	6,300.00	\$ 98,091.00	1,443.38	\$ 22,473.43	6,300.00	\$ 98,091.00	\$ -	100.00%
200-05	HMA Pavement 4 LT 58-28 S (3")	SY	\$ 13.94	8,100.00	\$ 112,914.00	(31.00)	\$ (432.14)	8,100.00	\$ 112,914.00	\$ -	100.00%
200-06	Concrete Curb & Gutter 30" Vertical	LF	\$ 19.19	5,100.00	\$ 97,869.00	(63.00)	\$ (1,208.97)	5,100.00	\$ 97,869.00	\$ -	100.00%
200-07	Concrete Sidewalk 4-Inch	SF	\$ 4.51	25,900.00	\$ 116,809.00	(1,619.00)	\$ (7,301.69)	25,900.00	\$ 116,809.00	\$ -	100.00%
200-08	Concrete Sidewalk 6-Inch	SF	\$ 8.49	650.00	\$ 5,518.50	(74.00)	\$ (628.26)	650.00	\$ 5,518.50	\$ -	100.00%
200-09	Curb Ramp Detectable Warning Field (Yellow)	SF	\$ 40.40	150.00	\$ 6,060.00	0.00	\$ -	150.00	\$ 6,060.00	\$ -	100.00%
200-10	Geotextile Type SR	SY	\$ 3.04	400.00	\$ 1,216.00	400.00	\$ 1,216.00	400.00	\$ 1,216.00	\$ -	100.00%
200-11	Geogrid Type SR	SY	\$ 3.04	400.00	\$ 1,216.00	400.00	\$ 1,216.00	400.00	\$ 1,216.00	\$ -	100.00%
	Subtotal:				\$ 492,635.26		\$ 33,829.91		\$ 492,635.26	\$ -	100.00%
SECTION 300 SANITARY SEWER ITEMS											
300-01	Connection to Existing Utility	EA	\$ 2,059.14	1.00	\$ 2,059.14	0.00	\$ -	1.00	\$ 2,059.14	\$ -	100.00%
300-02	6-Inch PVC SDR-35 Sanitary Lateral w/ Granular Backfill	LF	\$ 80.42	1,675.00	\$ 134,703.50	154.50	\$ 12,424.89	1,675.00	\$ 134,703.50	\$ -	100.00%
300-03	8-Inch PVC SDR-35 Sanitary Sewer Main w/ Granular Backfill	LF	\$ 77.92	2,300.00	\$ 179,216.00	3.00	\$ 233.76	2,300.00	\$ 179,216.00	\$ -	100.00%
300-04	Sanitary Manhole 4-FT Diameter	EA	\$ 3,492.55	13.00	\$ 45,403.15	0.00	\$ -	13.00	\$ 45,403.15	\$ -	100.00%
300-05	Sanitary Manhole Internal Chimney	EA	\$ 400.00	13.00	\$ 5,200.00	0.00	\$ -	13.00	\$ 5,200.00	\$ -	100.00%
	Subtotal:				\$ 366,581.79		\$ 12,658.65		\$ 366,581.79	\$ -	100.00%

Item No.	Item	Unit	Unit Price	CONTRACT		THIS PAYMENT		WORK TO DATE		BALANCE TO FINISH	PERCENT COMPLETE
				Quantity	Amount	Quantity	Amount	Quantity	Amount		
SECTION 400 STORM SEWER ITEMS											
400-01	Connection to Existing Utility	EA	\$ 2,362.14	2.00	\$ 4,724.28	0.00	\$ -	2.00	\$ 4,724.28	\$ -	100.00%
400-02	Storm Sewer RCP Class V 12-Inch	LF	\$ 59.21	400.00	\$ 23,684.00	25.00	\$ 1,480.25	400.00	\$ 23,684.00	\$ -	100.00%
400-03	Storm Sewer RCP Class IV 15-Inch	LF	\$ 63.92	940.00	\$ 60,084.80	11.00	\$ 703.12	940.00	\$ 60,084.80	\$ -	100.00%
400-04	Storm Sewer RCP Class III 18-Inch	LF	\$ 66.95	650.00	\$ 43,517.50	11.00	\$ 736.45	650.00	\$ 43,517.50	\$ -	100.00%
400-05	Storm Sewer RCP Class III 24-Inch	LF	\$ 90.99	155.00	\$ 14,103.45	16.50	\$ 1,501.34	155.00	\$ 14,103.45	\$ -	100.00%
400-06	Storm Sewer RCP Class III 27-Inch	LF	\$ 104.98	75.00	\$ 7,873.50	1.00	\$ 104.98	75.00	\$ 7,873.50	\$ -	100.00%
400-07	Storm Sewer HDPE 12-Inch	LF	\$ 39.94	550.00	\$ 21,967.00	6.00	\$ 239.64	550.00	\$ 21,967.00	\$ -	100.00%
400-08	Storm Sewer HDPE 15-Inch	LF	\$ 48.22	111.00	\$ 5,352.42	0.00	\$ -	111.00	\$ 5,352.42	\$ -	100.00%
400-09	Storm Reinforced Concrete Endwall 12-Inch	EA	\$ 876.00	2.00	\$ 1,752.00	0.00	\$ -	2.00	\$ 1,752.00	\$ -	100.00%
400-10	Storm Reinforced Concrete Endwall 18-Inch	EA	\$ 968.00	1.00	\$ 968.00	(1.00)	\$ (968.00)	1.00	\$ 968.00	\$ -	100.00%
400-11	Storm Reinforced Concrete Endwall 27-Inch	EA	\$ 1,456.00	1.00	\$ 1,456.00	0.00	\$ -	1.00	\$ 1,456.00	\$ -	100.00%
400-12	Storm PVC SDR-35 Pipe 6-Inch (Sump System)	LF	\$ 31.78	1,275.00	\$ 40,519.50	(163.00)	\$ (5,180.14)	1,275.00	\$ 40,519.50	\$ -	100.00%
400-13	Storm PVC SDR-35 6-Inch Clean-Out	EA	\$ 697.35	4.00	\$ 2,789.40	0.00	\$ -	4.00	\$ 2,789.40	\$ -	100.00%
400-14	Storm Catch Basin 3-FT Diameter	EA	\$ 2,091.16	4.00	\$ 8,364.64	0.00	\$ -	4.00	\$ 8,364.64	\$ -	100.00%
400-15	Storm Inlet Manhole 4-FT Diameter	EA	\$ 2,775.24	8.00	\$ 22,201.92	0.00	\$ -	8.00	\$ 22,201.92	\$ -	100.00%
400-16	Storm Inlet Manhole 5-FT Diameter	EA	\$ 3,584.22	3.00	\$ 10,752.66	0.00	\$ -	3.00	\$ 10,752.66	\$ -	100.00%
400-17	Storm Manhole 4-FT Diameter	EA	\$ 2,778.30	1.00	\$ 2,778.30	0.00	\$ -	1.00	\$ 2,778.30	\$ -	100.00%
400-18	Storm Inlet 2x3-FT	EA	\$ 2,233.99	17.00	\$ 37,977.83	0.00	\$ -	17.00	\$ 37,977.83	\$ -	100.00%
400-19	Storm Outlet Structure 4-FT Diameter	EA	\$ 4,127.33	1.00	\$ 4,127.33	0.00	\$ -	1.00	\$ 4,127.33	\$ -	100.00%
400-20	Storm Outlet Structure 5-FT Diameter	EA	\$ 6,229.82	1.00	\$ 6,229.82	0.00	\$ -	1.00	\$ 6,229.82	\$ -	100.00%
	Subtotal:				\$ 321,224.35		\$ (1,382.37)		\$ 321,224.35	\$ -	100.00%
SECTION 500 WATER MAIN ITEMS											
500-01	Connection to Existing Utility	EA	\$ 4,320.28	2.00	\$ 8,640.56	0.00	\$ -	2.00	\$ 8,640.56	\$ -	100.00%
500-02	8-Inch PVC C-900 Water Main w/ Granular Backfill	LF	\$ 74.19	2,600.00	\$ 192,894.00	(26.00)	\$ (1,928.94)	2,600.00	\$ 192,894.00	\$ -	100.00%
500-03	6-Inch PVC C-900 Water Hydrant Lead w/ Granular Backfill	LF	\$ 148.95	100.00	\$ 14,895.00	9.00	\$ 1,340.55	100.00	\$ 14,895.00	\$ -	100.00%
500-04	8-Inch Gate Valve and Box	EA	\$ 2,382.61	7.00	\$ 16,678.27	0.00	\$ -	7.00	\$ 16,678.27	\$ -	100.00%
500-05	Hydrant Assembly w/ Granular Backfill	EA	\$ 6,653.11	6.00	\$ 39,918.66	0.00	\$ -	6.00	\$ 39,918.66	\$ -	100.00%
500-06	Existing Hydrant Relocation	EA	\$ 2,359.54	2.00	\$ 4,719.08	0.00	\$ -	2.00	\$ 4,719.08	\$ -	100.00%
500-07	1-1/4-Inch HDPE SDR-9 Water	LF	\$ 47.35	1,875.00	\$ 88,781.25	(60.00)	\$ (2,841.00)	1,875.00	\$ 88,781.25	\$ -	100.00%
500-08	1-1/4-Inch Water Service Tap and Corrosion Valve	EA	\$ 304.77	59.00	\$ 17,981.43	9.00	\$ 2,742.93	59.00	\$ 17,981.43	\$ -	100.00%
500-09	1-1/4-Inch Water Curb Valve and Box	EA	\$ 314.62	59.00	\$ 18,562.58	9.00	\$ 2,831.58	59.00	\$ 18,562.58	\$ -	100.00%
	Subtotal:				\$ 403,070.83		\$ 2,145.12		\$ 403,070.83	\$ -	100.00%
PROJECT SUBTOTAL:					\$ 1,955,419.53		\$ 84,204.67		\$ 1,955,419.53	\$ -	100.00%

Item No.	Item	Unit	Unit Price	CONTRACT		THIS PAYMENT		WORK TO DATE		BALANCE TO FINISH	PERCENT COMPLETE
				Quantity	Amount	Quantity	Amount	Quantity	Amount		
CHANGE ORDER NO. 1 - Subbase Stabilizer											
CO1.1	Mobilization for Cement Stabilization	LS	\$ 5,197.50	1.00	\$ 5,197.50	0.00	\$ -	1.00	\$ 5,197.50	\$ -	100.00%
CO1.2	Cement Stabilization (12")	SY	\$ 7.93	10,525.00	\$ 83,463.25	0.00	\$ -	10,525.00	\$ 83,463.25	\$ -	100.00%
CO1.3	Fine Grading During Stabilization	LS	\$ 13,328.70	1.00	\$ 13,328.70	0.00	\$ -	1.00	\$ 13,328.70	\$ -	100.00%
Subtotal, Change Order No. 1					\$ 101,989.45		\$ -		\$ 101,989.45	\$ -	100.00%
ALTERNATE NO. 3 - Contractor Purchase and Haul Excess Topsoil (ADD/DEDUCT)											
A3-01	Purchase Excess Topsoil and Haul	CY	\$ (3.00)	8,000.00	\$ (24,000.00)	2,096.00	\$ (6,288.00)	8,000.00	\$ (24,000.00)	\$ -	100.00%
CHANGE ORDER NO. 2 - Project Closeout											
CO2.1	Quantity Accounting Balancing	LS	\$ (77,916.67)	1.00	\$ (77,916.67)	1.00	\$ (77,916.67)	1.00	\$ (77,916.67)	\$ -	100.00%
Subtotal, Change Order No. 2					\$ (77,916.67)		\$ (77,916.67)		\$ (77,916.67)	\$ -	100.00%
OVERALL TOTAL:					\$ 1,955,492.31		\$ 0.00		\$ 1,955,492.31	\$ -	100.00%

CONTRACT SUMMARY

ORIGINAL CONTRACT SUM: \$ 1,955,419.53
NET CHANGE BY CHANGE ORDERS & ALT NO. 3: \$ 72.78
REVISED CONTRACT SUM TO DATE: \$ 1,955,492.31

TOTAL WORK COMPLETED: \$ 1,955,492.31
NEW RETAINAGE (5% ON 1ST HALF OF WORK COMPLETED) \$ 24,000.00
RETAINAGE TO BE PAID: \$ 24,000.00
FUNDS TO BE RETAINED: \$ -

TOTAL EARNED LESS DEDUCTIONS AND RETAINAGE: \$ 1,955,492.31
LESS PREVIOUS APPROVALS FOR PAYMENT: \$ 1,931,492.31
CURRENT PAYMENT APPROVED (PAYMENT OF RETAINAGE): \$ 24,000.00

TOTAL PREVIOUS PAYMENTS TO CONTRACTOR:	\$ 1,931,492.31
TOTAL PAYMENTS TO CONTRACTOR THIS INVOICE:	\$ 24,000.00
TOTAL PAYMENTS TO CONTRACTOR TO DATE:	\$ 1,955,492.31

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2

TO OWNER:

Village of Jackson
N168W19851 Main Street
Jackson, WI 53037

PROJECT:

The Oaks of Jackson
Jackson, WI

FROM CONTRACTOR:

D.F. Tomasini Contractors, Inc.
N70 W25176 Indian Grass Lane
Sussex, WI 53089

VIA ARCHITECT:

SEH
501 Maple Avenue
Delafield, WI 53018

APPLICATION NO:

7

Distribution to:

PERIOD TO:

8/21/24

PROJECT NOS:

JACKV170026
DFT#2262

CONTRACT DATE:

4/18/2023

CONTRACT FOR:

Site Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM

\$ 1,955,419.53

2. Net change by Change Orders

\$ 72.79

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$ 1,955,492.32

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$ 1,955,492.32

5. RETAINAGE:

a. % of Completed Work (Column D + E on G703)

\$

b. % of Stored Material (Column F on G703)

\$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

\$ 0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

\$ 1,955,492.32

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$ 1,931,492.32

8. CURRENT PAYMENT DUE

\$ 24,000.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$101,989.45	\$24,000.00
Total approved this Month	\$0.00	\$77,916.66
TOTALS	\$101,989.45	\$101,916.66
NET CHANGES by Change Order	\$72.79	

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

CONTRACTOR: D.F. TOMASINI CONTRACTORS, INC.

By:

Mike Benish, President

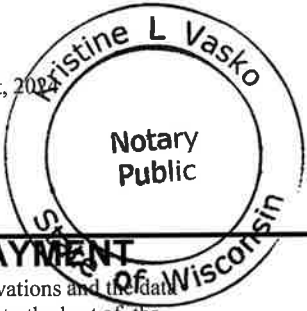
Date: 8/21/24

State of: Wisconsin County of: Waukesha
Subscribed and sworn to before me this 21st day of August, 2024

Notary Public:

Kristine L. Vasko

My Commission expires: 09/25/24



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

By: _____ Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

2 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

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

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%		
1	Erosion Control & Site Grading	371,907.30	334,953.94	36,953.36	-	371,907.30	100.00%	-	-
2	Roadway Items	492,635.26	458,805.36	33,829.90	-	492,635.26	100.00%	-	-
3	Sanitary Sewer	366,581.79	353,923.14	12,658.65	-	366,581.79	100.00%	-	-
4	Storm Sewer	321,224.35	322,606.72	(1,382.37)	-	321,224.35	100.00%	-	-
5	Water Main	403,070.83	400,925.71	2,145.12	-	403,070.83	100.00%	-	-
6	Change Order #1	101,989.45	101,989.45	-	-	101,989.45	100.00%	-	-
7	Purchase excess topsoil & haul away	(24,000.00)	(17,712.00)	(6,288.00)	-	(24,000.00)	100.00%	-	-
8	Change Order #2	(77,916.66)	-	(77,916.66)	-	(77,916.66)	100.00%	-	-
		1,955,492.32	1,955,492.32	-	-	1,955,492.32	100%	-	-

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

RELEASE FORM 4

**UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**

The undersigned has been paid in full for all labor, services, equipment or material furnished to

Village of Jackson on the job of

(Owner)

The Oaks of Jackson, Jackson, WI and does hereby

(Job Description)

waive and release any right of mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of

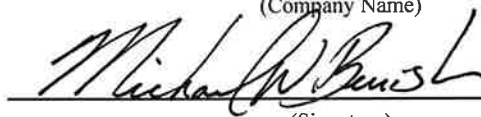
none .

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use the conditional release form.

Company: D.F. Tomasini Contractors, Inc.

(Company Name)

By:



(Signature)

Date: 8/21/2024

Mike Benish, President

(Name and Title)

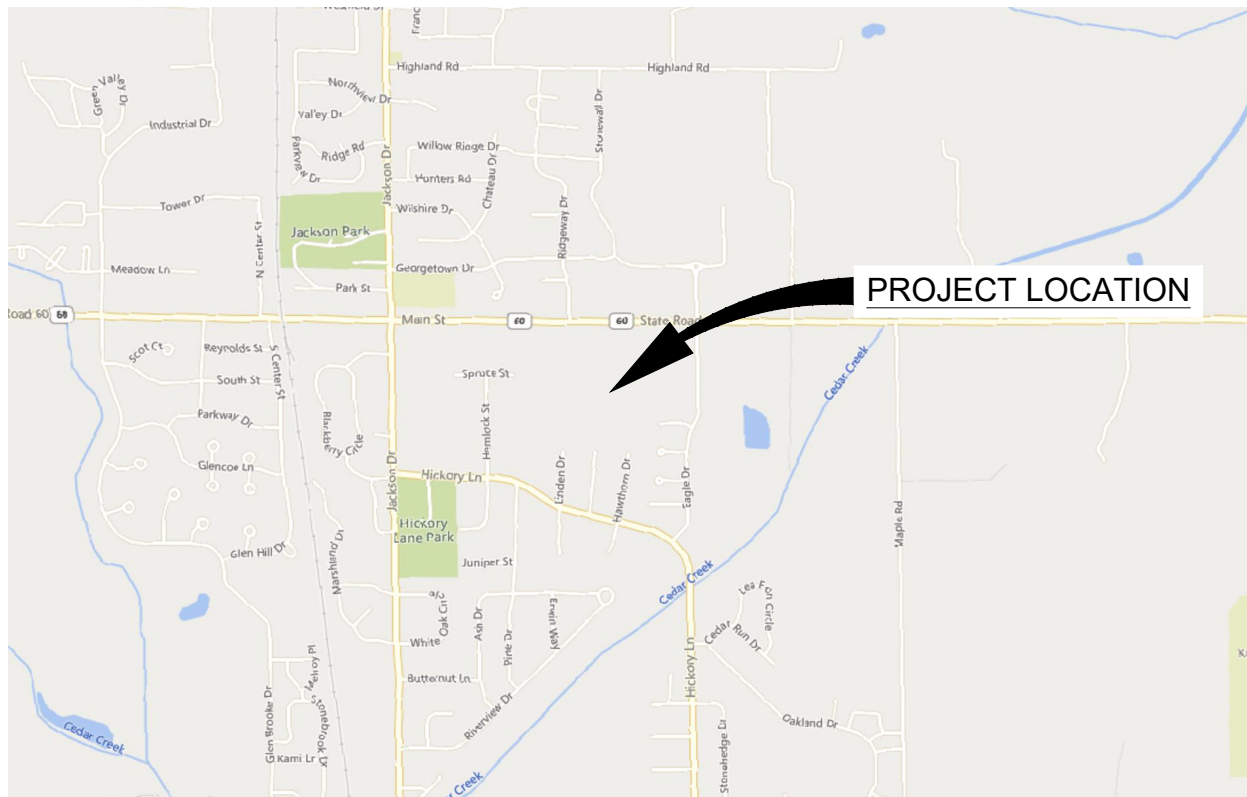
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EXISTING	
	RIGHT OF WAY
	PERMANENT EASEMENT
	PROPERTY LINE
	HORIZONTAL CONTROL POINT
	BENCHMARK
	SURVEY MARKER
	SOIL BORING
	SANITARY SEWER AND MANHOLE
	FORCE MAIN AND LIFT STATION
	SANITARY SEWER SERVICE & CLEANOUT
	WATER MAIN, HYDRANT, VALVE AND MANHOLE
	WATER SERVICE AND CURB STOP BOX
	STORM SEWER, MANHOLE AND CATCH BASIN
	CULVERT AND APRON ENDWALL
	GAS MAIN, VALVE, VENT AND METER
	HANDHOLE
	BURIED FIBER OPTIC CABLE AND MANHOLE
	BURIED PHONE CABLE, PEDESTAL AND MANHOLE
	BURIED TV CABLE, PEDESTAL AND MANHOLE
	BURIED ELECTRIC CABLE, PEDESTAL, MANHOLE, TRANSFORMER AND METER
	OVERHEAD WIRE, POLE AND GUY WIRE
	LIGHT POLE
	TRAFFIC SIGNAL
	STREET NAME SIGN
	SIGN (NON STREET NAME)
	RAILROAD TRACKS
	DECIDUOUS AND CONIFEROUS TREE
	BUSH / SHRUB AND STUMP
	EDGE OF WOODED AREA
	WETLAND
	BUILDING
	FENCE (UNIDENTIFIED)
	BARBED WIRE FENCE
	CHAIN LINK FENCE
	ELECTRIC WIRE FENCE
	WOOD FENCE
	WOVEN WIRE FENCE
	PLATE BEAM GUARDRAIL
	CABLE GUARDRAIL
	POST / BOLLARD
	RETAINING WALL
PROPOSED	
	STREET CENTERLINE
	RIGHT-OF-WAY
	PERMANENT EASEMENT
	TEMPORARY EASEMENT
	CONSTRUCTION LIMITS
	SANITARY SEWER, BULKHEAD AND MANHOLE
	FORCE MAIN
	SANITARY SERVICE AND CLEANOUT
	WATER MAIN, TEE, HYDRANT, BULKHEAD AND VALVE
	WATER VALVE MANHOLE, REDUCER, BEND AND CROSS
	WATER SERVICE AND CURB STOP BOX
	STORM SEWER, MANHOLE AND CATCH BASIN
	CULVERT AND APRON ENDWALL
	DRAIN TILE
	DITCH / SWALE
	RIPRAP
	STREET NAME SIGN
	SIGN (NON STREET NAME)
	RETAINING WALL

CONSTRUCTION PLANS

OAKS OF JACKSON ADDITION #1

VILLAGE OF JACKSON, WISCONSIN



Sheet List Table	
Sheet Number	Sheet Title
T 1.00	TITLE SHEET
D 1.00	EROSION CONTROL DETAILS
D 1.01	DETAILS - 1
C 2.00	MASTER GRADING PLAN
C 2.01	EROSION CONTROL PLAN
C 3.00	ROAD & STORM PLAN & PROFILE
C 4.00	SANITARY & WATER PLAN & PROFILE

PROJECT LOCATION



REVISIONS

REV #	DATE	COMMENTS



Know what's below.
Call before you dig.



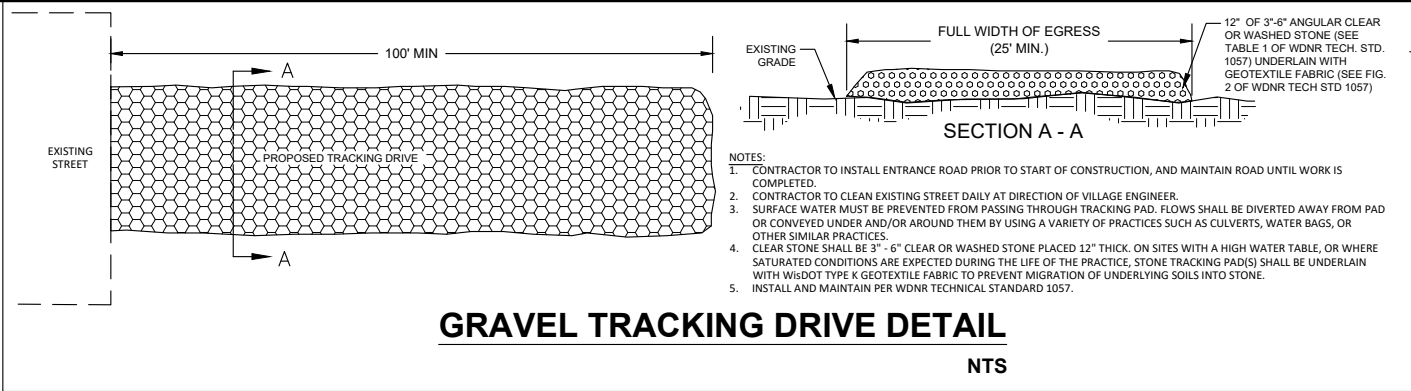
PROJECT NO.
180080

DATE

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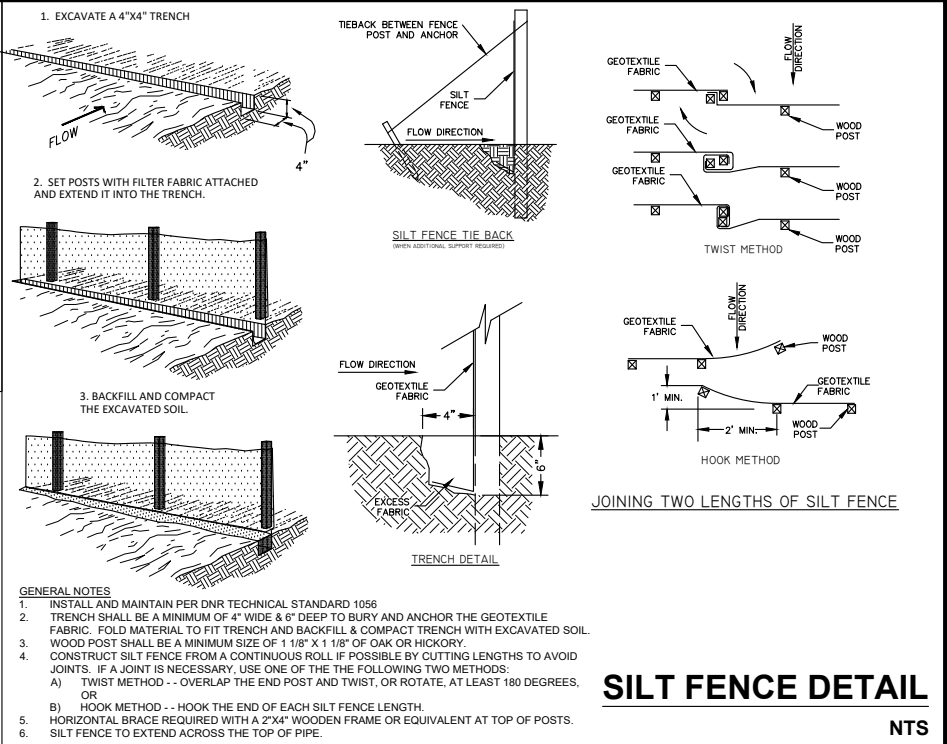
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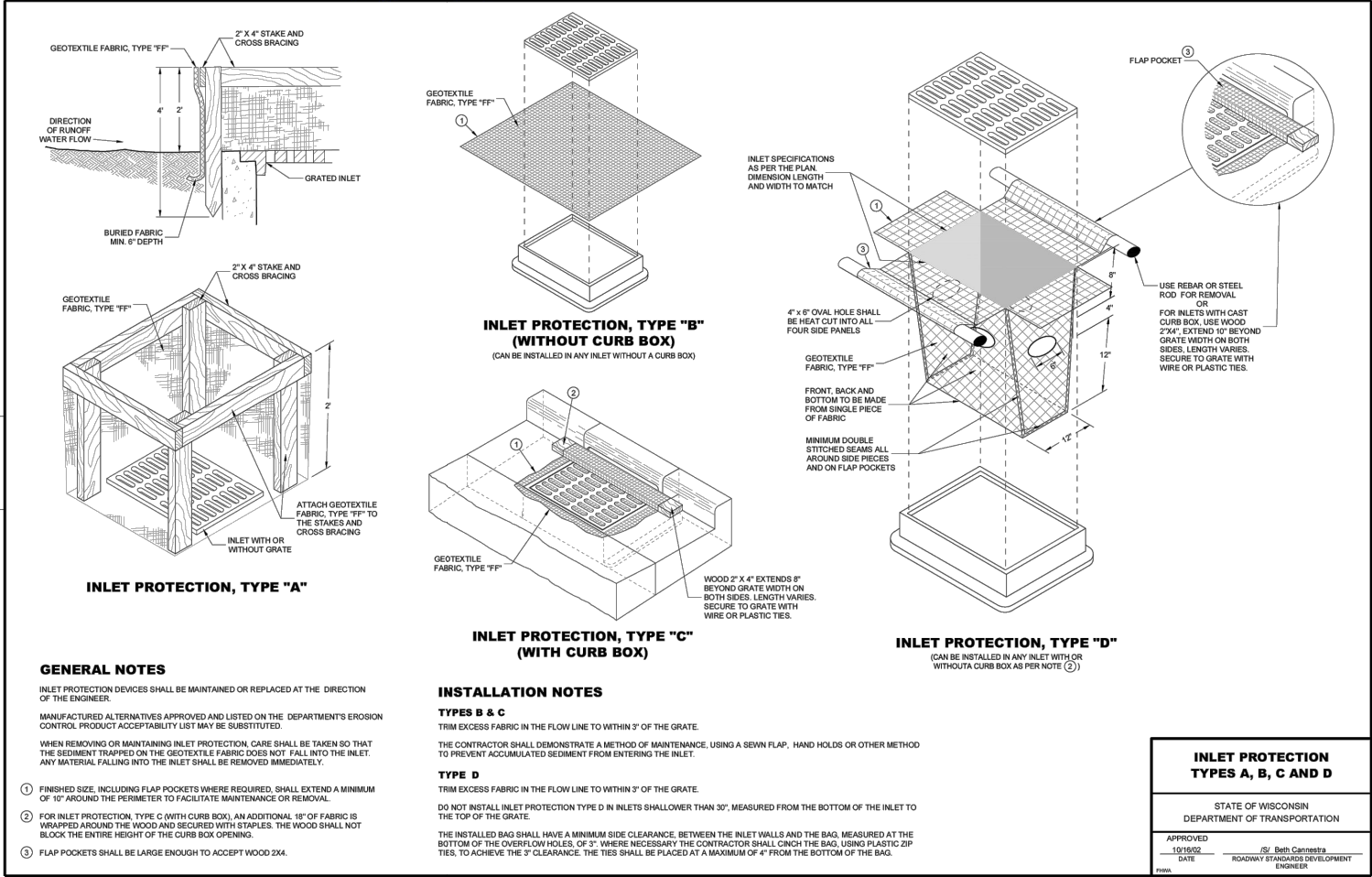
THE CONTRACTOR SHALL CONTACT DIGGERS HOTLINE A MINIMUM OF 3 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
STANDARD SPECIFICATIONS: PERFORM ALL WORK IN ACCORDANCE WITH THE PROVISIONS OF "STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN", MOST RECENT EDITION, AND "STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION, INCLUDING ALL SUPPLEMENTAL SPECIFICATIONS AND OTHER REVISIONS TO DATE, UNLESS OTHERWISE SPECIFIED IN THE SPECIFICATIONS.
ALL CONTRACTORS SHALL OBTAIN A COPY OF THE VILLAGE OF JACKSON SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION.

GENERAL

1. THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE MUNICIPALITY FORTY-EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION.
2. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND THE MUNICIPALITY AND/OR THEIR AGENTS, ETC, FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK IN THIS PROJECT.
3. SITE SAFETY SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
4. THE BIDDER WILL BE SOLELY RESPONSIBLE FOR DETERMINING QUANTITIES AND SHALL STATE SUCH QUANTITIES IN THEIR PROPOSAL. THE CONTRACTOR SHALL BASE THEIR BID ON THEIR OWN ESTIMATE OF THE WORK REQUIRED AND SHALL NOT RELY ON THE ENGINEER'S ESTIMATE.
5. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. A GEOTECHNICAL REPORT IS AVAILABLE FROM THE OWNER. THE CONTRACTOR SHALL ABIDE BY THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
6. THE CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL COMPARE FIELD CONDITIONS WITH DRAWINGS.
7. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS REQUIRED FOR EXECUTION OF THE WORK. THE CONTRACTOR SHALL CONDUCT THEIR WORK ACCORDING TO THE REQUIREMENTS OF THE PERMITS.
8. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY INFORMATION SHOWN ON THE PLANS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL CALL DIGGERS HOTLINE AT 1-800-242-8511 TO NOTIFY THE UTILITIES OF THEIR INTENTIONS, AND TO REQUEST FIELD STAKING OF EXISTING UTILITIES.
9. CONTRACTOR IS ADVISED THAT ALL MUD AND DEBRIS MUST NOT BE DEPOSITED ONTO THE ADJACENT ROADWAYS PER THE REQUIREMENT OF THE MUNICIPALITY OR OTHER APPROPRIATE GOVERNMENT AGENCIES.
10. ANY ADJACENT PROPERTIES OR ROAD RIGHT-OF-WAYS WHICH ARE DAMAGED DURING CONSTRUCTION MUST BE RESTORED BY THE CONTRACTOR. THE COST OF THE RESTORATION IS CONSIDERED INCIDENTAL AND SHOULD BE INCLUDED IN THE BID PRICES.



SDD 08E10 Inlet Protection, Types A, B, C and D



SEH Project	180080	Rev. #	Revision Issue Description	Date	Rev. #	Revision Issue Description	Date
Drawn By	KB						
Designed By	LMP						
Checked By	MPC						



NOTE:
THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CIVASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

THE CONTRACTOR SHALL CALL THE STATE ONE CALL SYSTEM AT 811 BEFORE COMMENCING EXCAVATION.



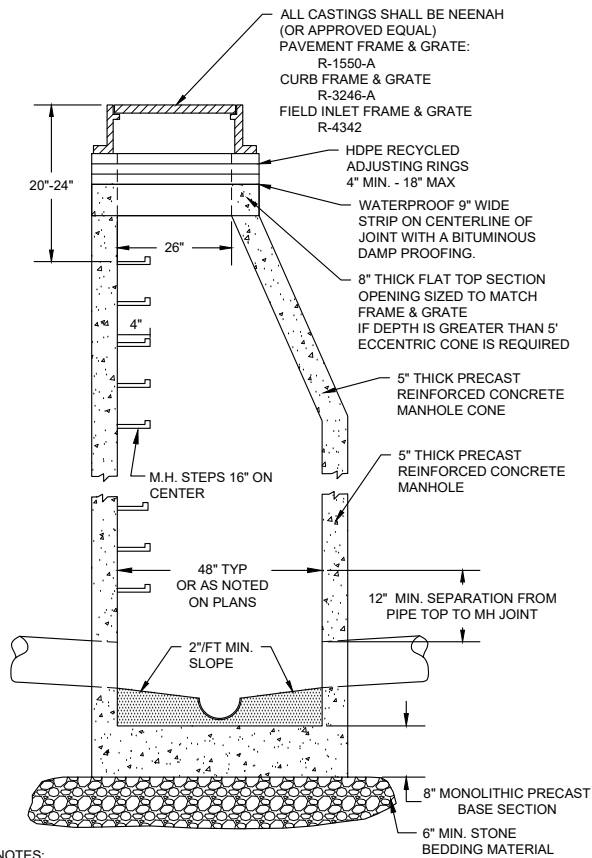
OAKS OF JACKSON ADDITION #1
VILLAGE OF JACKSON, WI

EROSION CONTROL DETAILS

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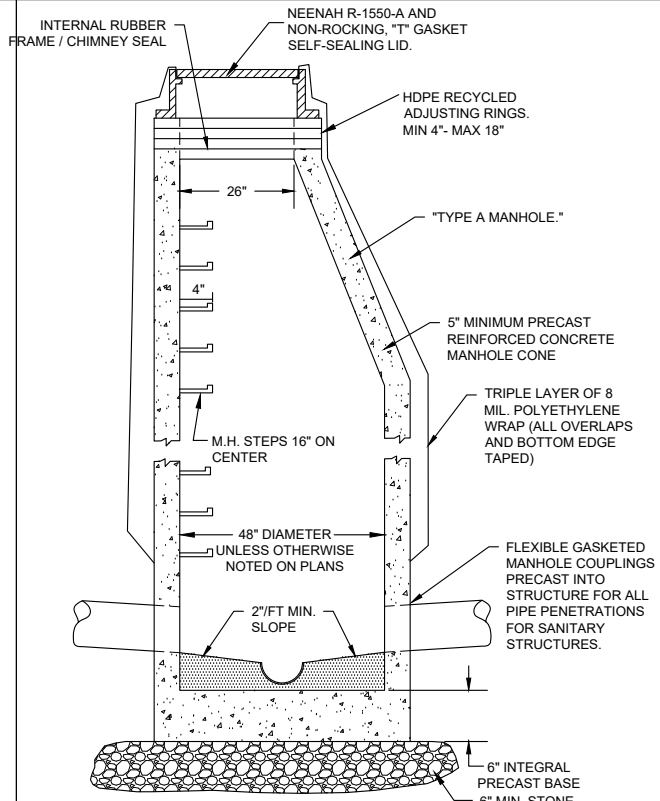
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- NOTES:
1. THE ANNULAR SPACE BETWEEN THE PIPE AND MH SHALL BE FITTED WITH EITHER BRICK AND MORTAR, TROWELABLE BUTYL RUBBER MASTIC GASKET MATERIAL, OR OTHER APPROVED METHOD.
 2. TUCK POINT MORTAR INTO ANNULAR CRACK AND BACKPLASTERED INSIDE AND OUTSIDE OF ALL JOINTS.
 3. EZ-STICK RUBBER GASKET OR APPROVED EQUAL SHALL BE PLACED AT ALL JOINTS BETWEEN ADJUSTING RINGS.
 4. MEET REQUIREMENTS OF ASTM C478.
 5. CLEAN UNDERSIDE OF ADJUSTING RINGS OR CAST IRON FRAME AND SET IN PLACE.

TYPICAL STORM MANHOLE DETAIL

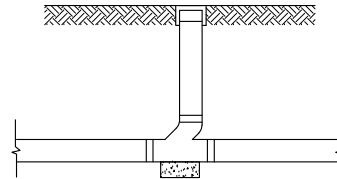
NTS



- NOTES:
1. FLEXIBLE WATERTIGHT PIPE TO MANHOLE SEAL IS REQUIRED FOR ALL FLEXIBLE SANITARY SEWER CONNECTIONS. ALL ANNULAR SPACE BETWEEN THE PIPE AND MANHOLE SHALL BE FILLED WITH FLEXIBLE BUTYL RUBBER GASKET MATERIAL PRIOR TO POURING THE MANHOLE INVERT AND BENCH.
 2. "RAMNEK", KENT SEAL OR APPROVED EQUAL SHALL BE USED FOR JOINTING PRE-CAST MANHOLE SECTIONS.

TYPICAL SANITARY MANHOLE DETAIL

NTS



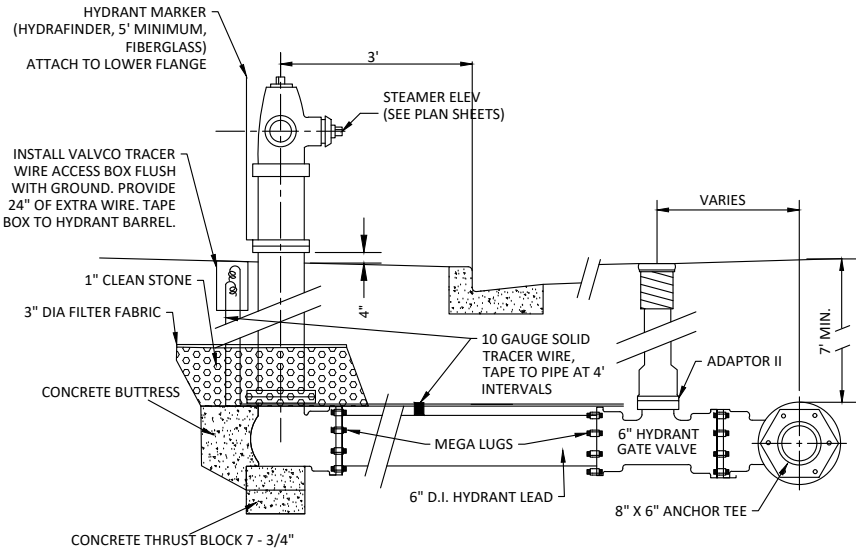
SUMP PUMP COLLECTOR PIPE CLEANOUT

- NOTES:
1. BENDS TO BE AS PER SPECIFICATIONS.
 2. STEEL POST TO BE INSTALLED AT THE PROPERTY LINE TO MARK THE END OF THE PVC HOOKUP.
 3. RISER PIPE MATERIAL AS PER SPEC.
 4. CLEANOUT DETAILS:
 - a. INSTALL AT ALL SUMP COLLECTOR LINE ENDS.
 - b. INSTALL 300LF MAX. FROM CONNECTIONS AT STORM STRUCTURES, THEN 100LF MAX. FOR SUBSEQUENT CLEANOUTS.
 5. CONNECT MAIN SUMP COLLECTOR LINE TO STORM STRUCTURE(S) AS REQ'D.
 6. INSTALL TRACER WIRE, PER VILLAGE SPECIFICATIONS, ALONG ALL SUMP LATERALS AND SUMP COLLECTOR PIPING.

SUMP PUMP LATERAL ASSEMBLY

SUMP PUMP COLLECTOR PIPE CLEANOUT AND LATERAL ASSEMBLY DETAIL

NTS



- NOTES:
1. HYDRANT SHALL BE WATEROUS PACER.
 2. RODDING OF HYDRANT MAY BE REQUIRED IF SOILS ARE UNSUITABLE.
 3. ENCASE ENTIRE BRANCH AND VALVE IN POLYETHYLENE WRAP.

HYDRANT DETAILS

NTS

DATE: 8/5/2024 10:26 AM

Tracer Wire Access Box

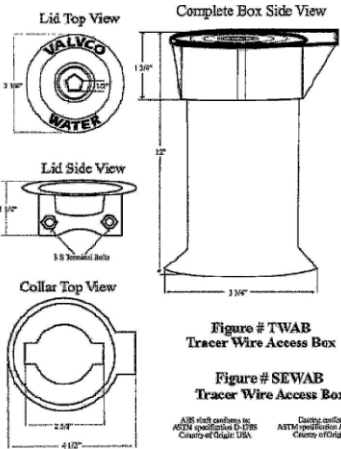
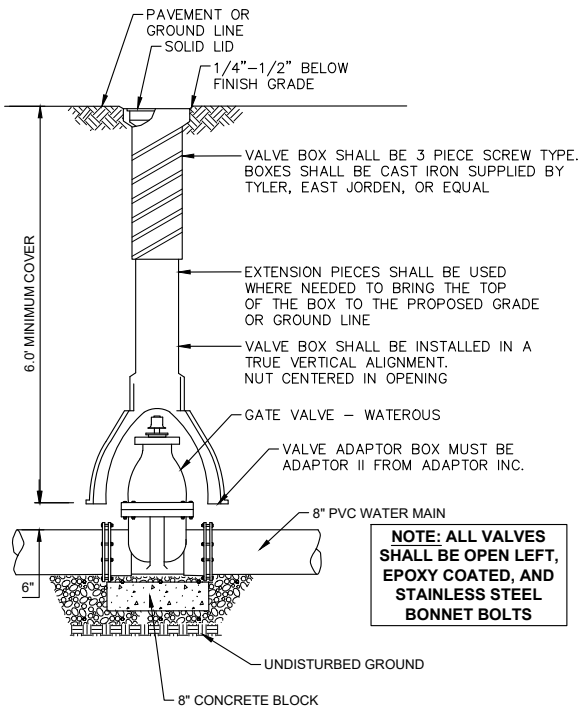


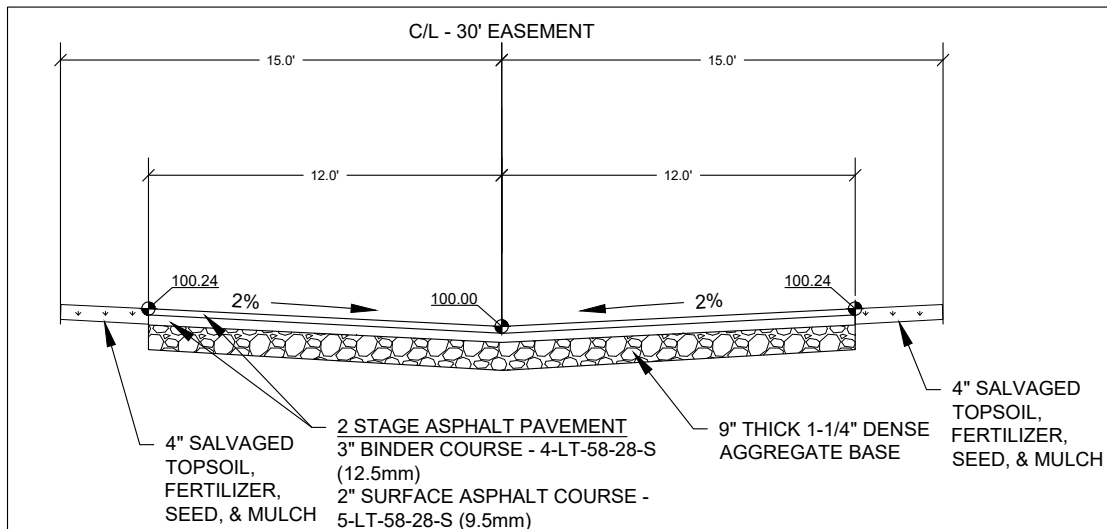
Figure # TWAB Tracer Wire Access Box
Figure # SEWAB Tracer Wire Access Box



C.P. Test Services - VALVCO, Inc.
Sales Office
P.O. Box 366, New Berlinville, PA 19545
Toll Free: 888-482-5826



NOTE: ALL VALVES SHALL BE OPEN LEFT, EPOXY COATED, AND STAINLESS STEEL BONNET BOLTS



ALLEY CROSS SECTION

NTS

SEH Project	HILBU180080	Rev.#	Revision Issue Description	Date	Rev.#	Revision Issue Description	Date
Drawn By	KB	.	.	.	.	.	.
Designed By	LP	.	.	.	.	.	.
Checked By	MC	.	.	.	.	.	.



NOTE: THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

THE CONTRACTOR SHALL CALL THE STATE ONE CALL SYSTEM AT 811 BEFORE COMMENCING EXCAVATION.

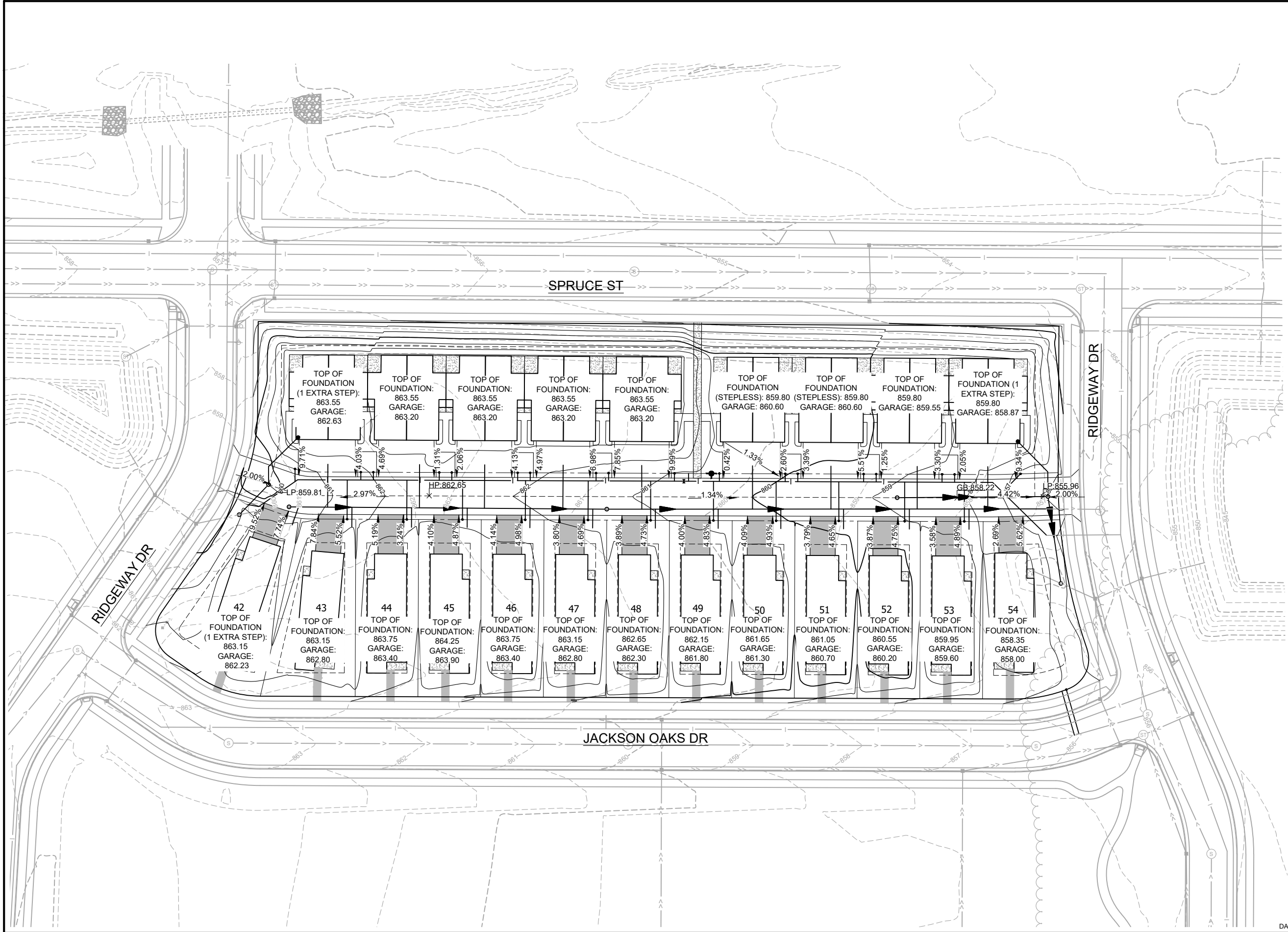


OAKS OF JACKSON ADDITION #1
VILLAGE OF JACKSON, WI

DETAILS - 1

D 1.01

of 7



- "TOP OF FOUNDATION" REPRESENTS THE ELEVATION AT THE TOP OF THE FOUNDATION WALL FOR EACH HOUSE .
- "GARAGE" REPRESENT THE ELEVATION AT THE FRONT OF THE GARAGE SLAB UNDERNEATH THE OVERHEAD DOOR.


NOTE: THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

THE CONTRACTOR SHALL CALL THE STATE ONE CALL SYSTEM AT 811 BEFORE COMMENCING EXCAVATION.

Know what's below.
 Call before you dig.

C 2.00

EROSION CONTROL NOTES:

1. POST WDNR CERTIFICATE OF PERMIT COVERAGE ON-SITE AND MAINTAIN UNTIL CONSTRUCTION ACTIVITIES HAVE CEASED, AND THE SITE IS STABILIZED.
2. KEEP A COPY OF THE CURRENT EROSION CONTROL PLAN ON SITE THROUGHOUT THE DURATION OF THE PROJECT.
3. SUBMIT PLAN REVISIONS OR AMENDMENTS TO THE WDNR AT LEAST 5 DAYS PRIOR TO FIELD IMPLEMENTATION.
4. PERMIT HOLDER IS RESPONSIBLE FOR ROUTINE SITE INSPECTIONS AT LEAST ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 1/2" OR GREATER. CORRECT ANY DAMAGED STRUCTURES IMMEDIATELY. KEEP INSPECTION REPORTS ON-SITE AND MAKE THEM AVAILABLE UPON REQUEST.
5. WHEN POSSIBLE, PRESERVE EXISTING VEGETATION. MINIMIZE LAND-DISTURBING CONSTRUCTION ACTIVITY ON SLOPES OF 20% OR MORE, MINIMIZE SOIL COMPACTION, AND PRESERVE TOPSOIL.
6. CONSTRUCT AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH THE "WDNR STORMWATER CONSTRUCTION AND POST-CONSTRUCTION TECHNICAL STANDARDS".

7. EROSION CONTROL MEASURES MAY NEED TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION.
8. INSPECT AND MAINTAIN ALL EROSION CONTROL MEASURES UNTIL THE AREA(S) SERVED HAVE 80% OR MORE ESTABLISHED VEGETATIVE COVER AS DETERMINED BY THE ENGINEER.
9. INSTALL PERIMETER EROSION CONTROLS AND TRACKING PAD(S) PRIOR TO ANY LAND-DISTURBING ACTIVITIES, INCLUDING CLEARING AND GRUBBING. USE WDNR TECHNICAL STANDARD #1057 FOR CONSTRUCTION ENTRANCE(S).
10. SWEEP/CLEAN UP ALL SEDIMENT/TRASH THAT MOVES OFF-SITE DUE TO CONSTRUCTION ACTIVITY OR STORM EVENTS BEFORE THE END OF THE SAME WORKDAY OR AS DIRECTED. SEPARATE SWEEPED MATERIALS (SOILS AND TRASH) AND DISPOSE OF APPROPRIATELY. CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST PER WDNR TECHNICAL STANDARD #1068.
11. PROPERLY DISPOSE OF ALL WASTE AND UNUSED BUILDING MATERIALS (INCLUDING GARBAGE, DEBRIS, CLEANING WASTES, OR OTHER CONSTRUCTION MATERIALS) AND DO NOT ALLOW THESE MATERIALS TO BE CARRIED OFF-SITE.
12. CONTRACTOR TO COORDINATE WITH MUNICIPALITY TO UPDATE THE LAND DISTURBANCE PERMIT TO INDICATE THE ANTICIPATED OR LIKELY DISPOSAL LOCATION(S) FOR ANY EXCAVATED SOILS AND/OR CONSTRUCTION DEBRIS THAT WILL BE HAULED OFF-SITE FOR DISPOSAL. THE DEPOSITED OR STOCKPILED MATERIAL NEEDS TO INCLUDE PERIMETER SEDIMENT CONTROL MEASURES (SUCH AS SILT FENCE, HAY BALES, FILTER SOCKS, OR COMPACTED EARTHEN BERMS).

13. INSTALL INLET PROTECTION PRIOR TO LAND-DISTURBING ACTIVITIES IN THE CONTRIBUTING DRAINAGE AREA(S) AND/OR IMMEDIATELY UPON INLET INSTALLATION. COMPLY WITH WDNR TECHNICAL STANDARD #1060.
14. STAGE CONSTRUCTION GRADING ACTIVITIES TO MINIMIZE THE CUMULATIVE EXPOSED AREA. CONDUCT TEMPORARY GRADING FOR EROSION CONTROL PER WDNR TECHNICAL STANDARD #1067.
15. INSTALL AND MAINTAIN SILT FENCING PER WDNR TECHNICAL STANDARD #1056. REMOVE SEDIMENT FROM BEHIND SILT FENCES AND SEDIMENT BARRIERS BEFORE SEDIMENT REACHES A DEPTH THAT IS EQUAL TO ONE HALF OF THE CONTROL PRACTICE'S HEIGHT. REPAIR BREAKS AND GAPS IN SILT FENCES AND BARRIERS IMMEDIATELY.
16. INSTALL AND MAINTAIN FILTER SOCKS IN ACCORDANCE WITH WDNT TECHNICAL STANDARD #1071.
17. ALL SIDE SLOPES 5:1 OR STEEPER SHALL BE RESTORED WITH CLASS I - TYPE 'A' EROSION MATTING, AND ALL AREAS OF CONCENTRATED FLOW SHALL BE RESTORED WITH CLASS II - TYPE 'B' CHANNEL MATTING. INSTALL AND MAINTAIN PER WDNR TECHNICAL STANDARDS #1052 AND #1053.

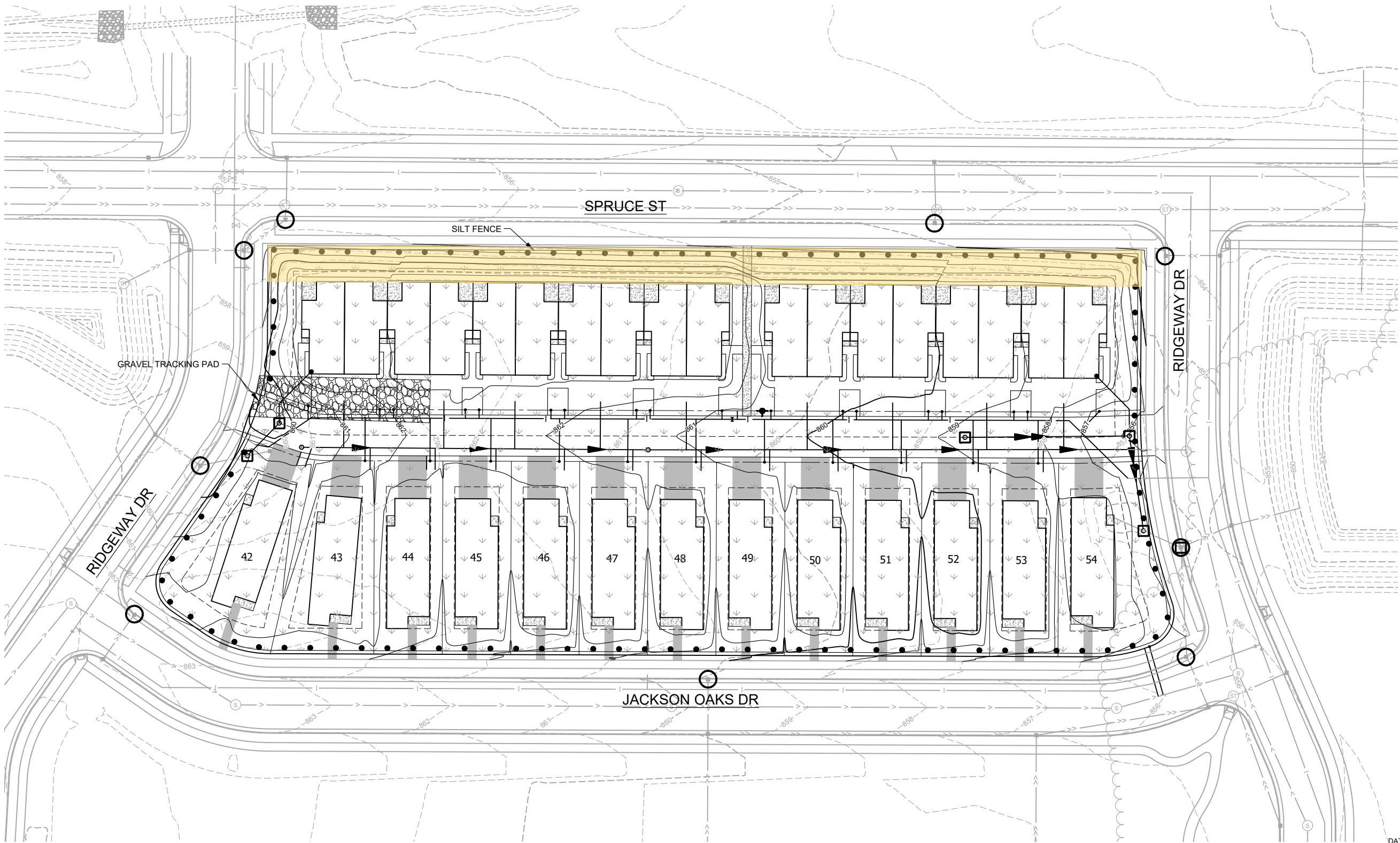
18. ALL SLOPES PROTECTED ONLY BY SILT FENCE MUST BE FULLY RESTORED WITHIN 30 DAYS OF DISTURBANCE.
19. STABILIZE ALL NON-ACTIVE STOCKPILES WITH TEMPORARY SEED & MULCH WITHIN 7 DAYS OF INACTIVITY AND/OR WITHIN 30 DAYS OF LAYUP. INSTALL SILT FENCING AROUND ALL DOWN SLOPE AND SIDE SLOPES OF TOPSOIL STOCKPILES. STOCKPILES NOT SHOWING ADEQUATE VEGETATION BY NOV 1 SHOULD BE DORMANT SEEDDED AND COVERED WITH A WisDOT PAL TYPE A SOIL STABILIZER (FOR SLOPES 3 FEET HORIZONTAL TO 1 FOOT VERTICAL OR FLATTER) OR EROSION CONTROL MAT.
20. ALL DISTURBED AREAS MUST BE STABILIZED WITHIN 7 DAYS OF INACTIVITY. THIS MAY BE DONE USING TEMPORARY AND/OR PREEMINENT RESTORATION TECHNIQUES, DEPENDING ON PROGRESS OF GRADING ACTIVITIES OF THE AREA(S). THIS INCLUDES AREAS OF SITE DEVELOPMENT AND UTILITY CONSTRUCTION.
21. SEDIMENT CONTROL FOR UTILITY CONSTRUCTION
 - a. PLACE EXCAVATED TRENCH MATERIAL ON HIGH SIDE OF THE TRENCH.
 - b. BACKFILL, COMPACT, AND STABILIZE THE TRENCH IMMEDIATELY AFTER UTILITY INSTALLATION.

EROSION CONTROL LEGEND
SEE SHEET D 1.00 FOR DETAILS

- INLET PROTECTION TYPE 'A'
- INLET PROTECTION TYPE 'C'
- SILT FENCE
- CLASS I - TYPE 'A' ECRM
- SEEDING AND MULCH

CONSTRUCTION SEQUENCE

1. INSTALL STONE TRACKING PAD.
2. INSTALL SILT FENCE AND INLET PROTECTION.
3. STRIP AND STOCKPILE TOPSOIL ON UPSTREAM SIDE OF DISTURBED AREA. **NOTE: RESTORE STOCKPILES WITH TEMPORARY SEED AND MUCH WITHIN 14 DAYS OF INACTIVITY.**
4. INSTALL UTILITIES (INSTALL INLET PROTECTION ON ALL NEWLY CONSTRUCTED STORM SEWER INLETS). **NOTE: RESTORE TRENCH SPOIL STOCKPILES WITH TEMPORARY SEED AND MUCH WITHIN 14 DAYS OF INACTIVITY.**
5. GRADE ROADS TO SUBGRADE..
6. INSTALL ROAD BASE AND PAVEMENT
7. INSTALL FINAL RESTORATION OF ALL DISTURBED AREAS. **NOTE: THIS MAY OCCUR CONCURRENTLY WITH HOME BUILDING.**
8. ALL TEMPORARY EROSION CONTROL MEASURES SHALL REMAIN IN PLACE DURING SITE CONSTRUCTION UNTIL ALL CONTRIBUTING AREAS HAVE ESTABLISHED 80% VEGETATIVE COVER. CONTRACTOR SHALL REPAIR ANY DAMAGE DONE TO SITE DURING REMOVAL OF TEMPORARY EROSION CONTROL MEASURES AND/OR SEDIMENT REMOVAL. SAID REPAIR(S) SHALL BE CONSIDERED INCIDENTAL TO SITE CONSTRUCTION.



DATE: 8/5/2024 10:27 AM

SEH Project HILBU180080
Drawn By KB
Designed By LP
Checked By MC

Rev.#	Revision Issue Description	Date
1	Initial Issue	8/5/2024

Rev.#	Revision Issue Description	Date
1	Initial Issue	8/5/2024



NOTE:
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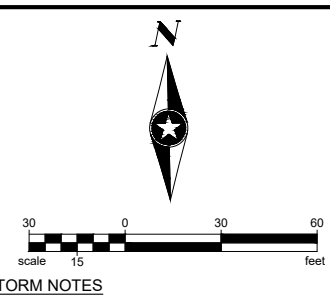
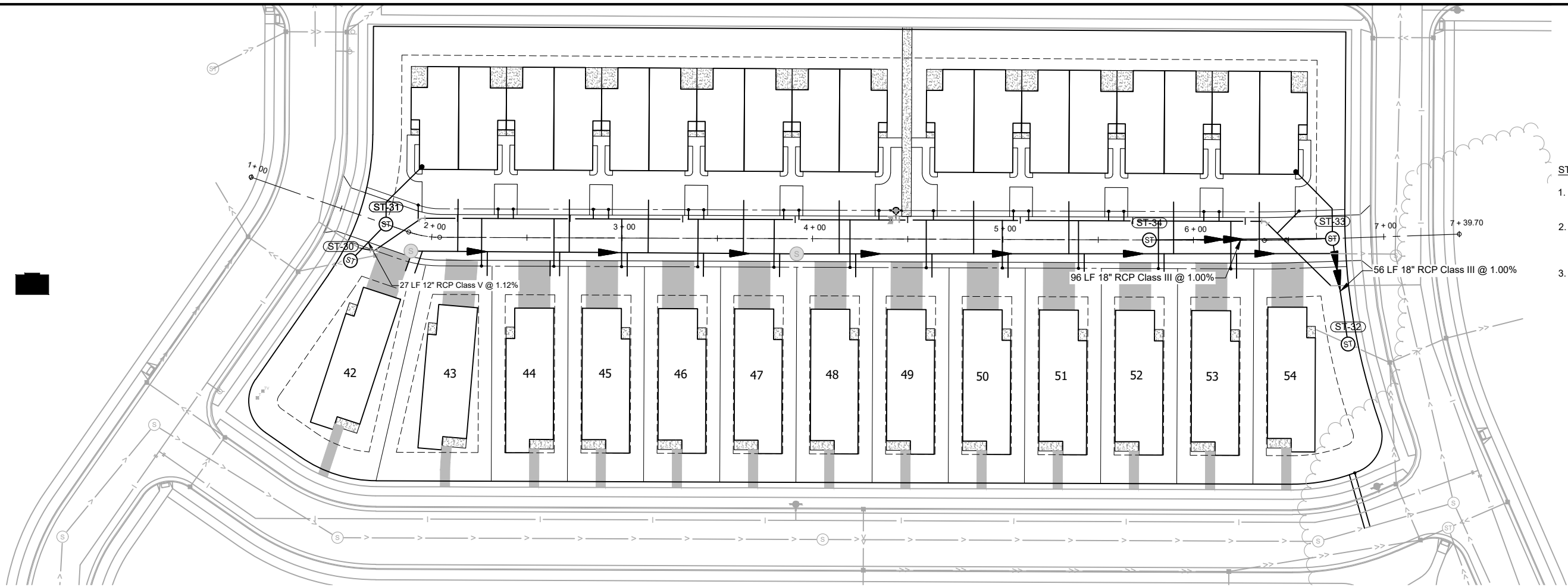


OAKS OF JACKSON ADDITION #1
VILLAGE OF JACKSON, WI

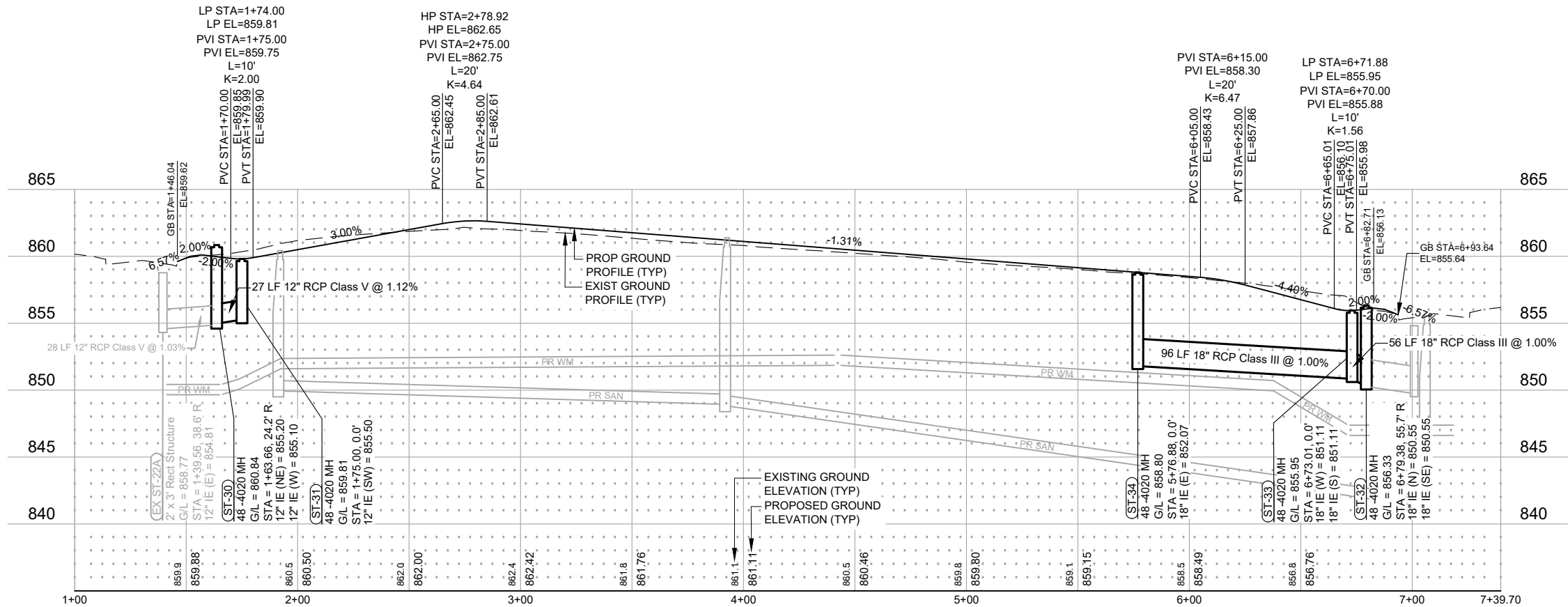
EROSION CONTROL PLAN

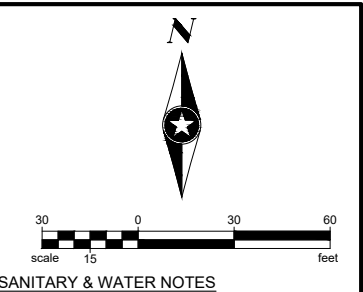
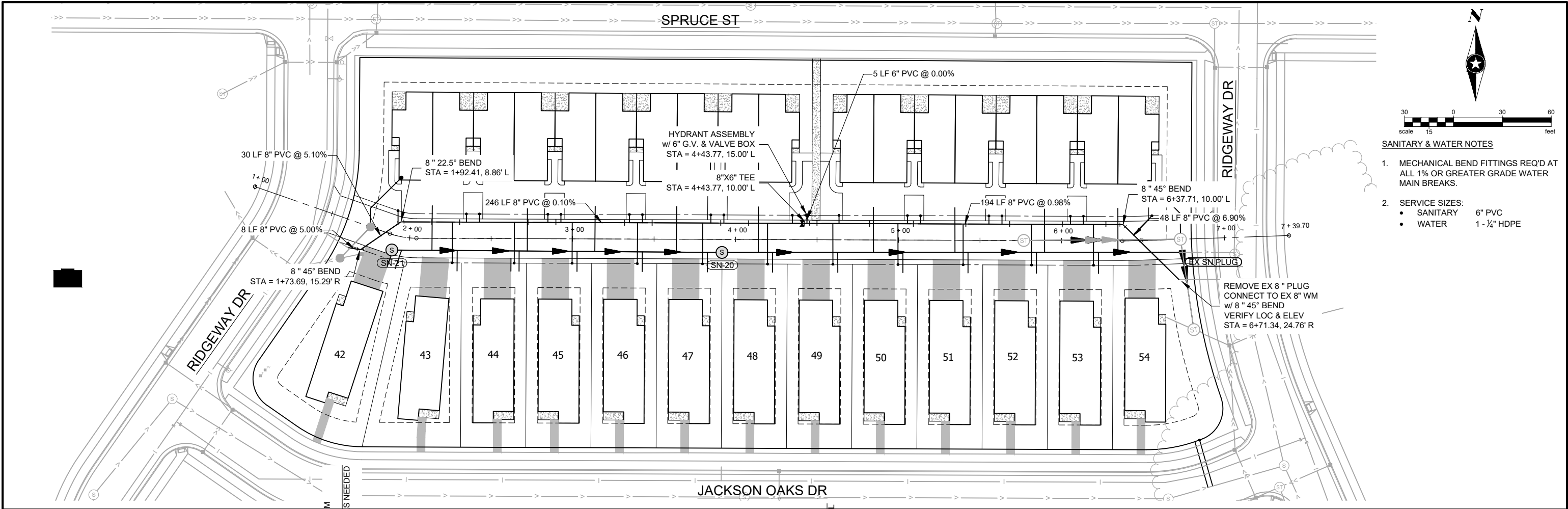
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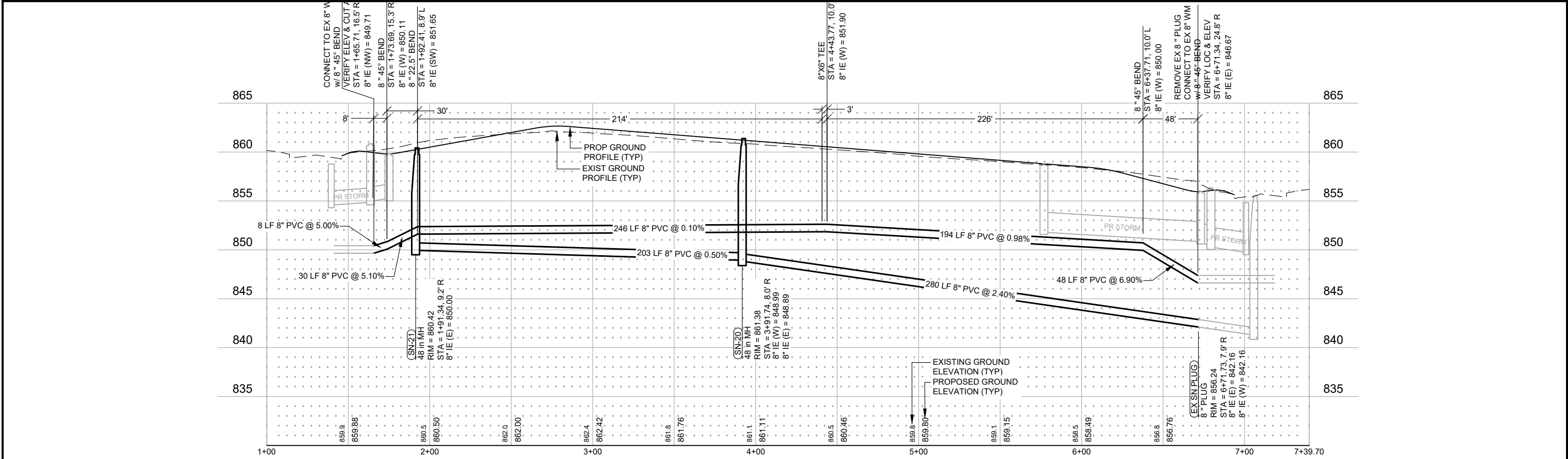


- STORM NOTES**
1. ALL BUILDING SUMP LATERALS SHALL BE 6" PVC.
 2. ATTACH SUMP LATERALS TO THE NEAREST ADJACENT STORM MAINLINE, STRUCTURE, OR SUMP LINE AS REQ'D.
 3. INSTALL 6" PVC SUMP LINES WITH 4' MINIMUM COVER AND AT 1% MIN. SLOPE.





- MECHANICAL BEND FITTINGS REQ'D AT ALL 1% OR GREATER GRADE WATER MAIN BREAKS.
- SERVICE SIZES:
 - SANITARY 6\"/>
 - WATER 1 - 1/4\"/>





MEMO

TO: Brian Heckendorf, Village President; Personnel Committee

FROM: Jen Heidtke, Village Administrator; Darlene Smith, Village Treasurer

RE: Proposed Changes to the Employee Handbook – Chapter 6 Controlled Substances and Alcohol Testing Policy and Appendices

DATE: August 8, 2024

Background

One of the final sections of the Employee Handbook to amend includes Chapter 6 and Appendices. All proposed changes are subject to review and approval of the Village Board. All changes as proposed were reviewed by legal counsel and the Village's insurer Cities and Villages Mutual Insurance Company (CVMIC). One final review of the introductory section of the handbook will commence with Staff in August and be publicly reviewed in September.

Chapter 6 – Controlled Substances and Alcohol Testing Policy

Minor additions were made to this chapter regarding the inclusion of oral specimens to be collected. There was also clarifying verbiage added to illustrate the way in which post-accident testing shall be legally completed.

Appendices – A through F

Revisions to Appendix A, B, C, D, E and F were largely changes recommended by legal counsel. Appendix F was modified by Staff in an effort to simplify the forms in the Handbook. Forms related to ADA requests have also been added at the request of the Village's insurance provider CVMIC. Removal of forms was prompted by the lack of a form's use or lack of uniformity between departments.

Potential Motion:

Recommendation for Village Board to approve the amendments to Chapter 6 and Appendices of the Employee Handbook.

Attachments:

1. Redline Copy of Proposed Chapter 6 Policies and Appendices
2. Clean Copy of Proposed Chapter 6 Policies and Appendices – 2024 Draft Employee Handbook

SECTION 6: CONTROLLED SUBSTANCES AND ALCOHOL TESTING POLICY

6.01 Purpose

This policy is made in coordination with Section 1.04 setting forth the Village's intent to provide a Drug and Alcohol-Free Workplace. The purpose of this policy is to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by employees of the Village of Jackson. This policy is intended to be consistent with and in compliance with the U.S. Department of Transportation Federal Highway Administration's (FHWA) controlled substances and alcohol testing rules, regulations, and procedures contained in Title 49 CFR and any other applicable federal and state regulations. ~~but goes beyond those regulations in that it is intended to be applicable to all employees of the Village of Jackson, except as provided otherwise in this policy.~~ Nothing herein shall preclude the Village from establishing rules, regulations, policies and/or procedures governing the misuse of alcohol and/or the use of controlled substances, consistent with the Village's rights and obligations.

Whenever a trained shift officer has a reasonable suspicion to believe that a Village employee has violated the alcohol and/or controlled substance prohibitions of this policy, they will complete a Reasonable Suspicion Checklist (found in Appendix ~~EF~~ – Sample Forms.) If reasonable suspicion is determined, the procedure will be followed using 6.03 XVII and 6.06 IV.

6.02 Applicability

This policy applies to every employee of the Village of Jackson, except as provided otherwise in this policy. Specific information about what categories of employees is subject to alcohol and controlled substances testing is contained in Appendix ~~ED~~.

Employees who do not hold a Commercial Driver's License (CDL) may also be subject to reasonable suspicion testing.

This policy is not intended to and shall not supersede, replace, or override any other Village policy on any subject, including, but not limited to, controlled substances and alcohol policies already in existence.

6.03 Definitions

I. Alcohol

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

II. *Alcohol Concentration (or content)*

Alcohol concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

III. *Alcohol Test*

An alcohol test is a test conducted by a Breath Alcohol Technician, using an Evidential Breath Testing Device to measure the amount of alcohol concentration in a volume of breath, or any other test used to detect the presence of alcohol that is approved by the Federal Highway Administration.

IV. *Alcohol Use*

Alcohol use means the drinking or swallowing of any beverage, liquid mixture, or preparation, including any medication, containing alcohol.

V. *Breath Alcohol Technician (BAT)*

A Breath Alcohol Technician is a person who instructs and assists employees in the alcohol testing process and who operates the evidential breath testing device.

VI. *Oral Fluid Specimen & Fluid Specimen Test*

A specimen that is collected from an employee's oral cavity and is a combination of physiological fluids produced primarily by the salivary glands. An oral fluid specimen is considered to be a direct observation collection. Oral fluid specimen collection is not utilized by the Village unless required by law. Tests are to be conducted in accordance with 49 C.F.R. Appendix B to Part 40 and other relevant provisions of 49 C.F.R. Part 40, *et seq.*

VII. *Village-Designated Representative*

Village Department Heads serve as Village-Designated Representatives and are the primary contact persons for departments under their authority, designated to receive all communications and test results from the Medical Review Officer, the Breath Alcohol Technician, the Oral Specimen Technician, the Substance Abuse Professional, and the laboratories, and are authorized to take immediate action to remove employees under their authority from safety-sensitive duties and to make required decisions in the testing and evaluation process. The Village Administrator is the designated contact person for Village employee inquiries regarding this policy.

VIII. Confirmation Test

- A. For alcohol testing, a confirmation test means a second test following a screening test with a result of 0.0 or greater. Confirmation of the screening test must be by an Evidential Breath Testing (EBT) device listed on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL), and must be capable of printing out each test result; sequentially numbering each test; distinguishing alcohol from acetone at the 0.0 alcohol concentration level; performing an external calibration check; testing an air blank; and printing the manufacturer's name for the device, its serial number, and the time of the test.
- B. For controlled substance testing, a confirmation test means a second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or drug metabolite which is independent of the screen test, and which uses a different technique and chemical principle from that of the screen test to ensure reliability and accuracy. Gas Chromatography/Mass Spectrometry (GC/MS) is the authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

IX. Controlled Substance

Controlled substances include cocaine metabolites, marijuana metabolites, opiate metabolites, amphetamines, and phencyclidine, and any other substance determined by the Department of Transportation to be a controlled substance.

IX. Controlled Substance Test

A method of determining the presence of controlled substances in a urine sample using a scientifically reliable method performed in accordance with procedures specified in 49 CFR ~~40.5~~Part 40, *et seq.*

XI. Evidential Breath Testing Device (EBT)

An evidential breath testing device is a device for the evidential testing of breath at the .02 and .04 alcohol concentrations, approved by the National Highway Traffic Safety Administration (NHTSA) and placed on the NHTSA's Conforming Products List for "Evidential Breath Measurement Devices" and identified on the Conforming Products List as conforming with the model specifications available from NHTSA's Traffic Safety Program.

XII. Essential Job Functions

All duties performed by the Village employee consistent with their duties under relevant job description, law, or policy, or as otherwise assigned by the Village. Essential job functions include, but are not limited to, safety-sensitive functions.

XIII. Follow-up Test

A follow-up test is an alcohol and/or controlled substance test administered to a Village employee who has violated the prohibitions of this policy and who has been permitted to return to duty after passing a return-to-duty alcohol and/or controlled substances test.

XIV. Medical Review Officer (MRO)

A Medical Review Officer is a licensed physician (Medical Doctor or Doctor of Osteopathy) responsible for receiving and reviewing laboratory results generated by the Village's drug testing program and evaluating medical explanations for certain drug test results.

XV. Post-Accident Test

A post-accident test is an alcohol and/or controlled substance test administered to a Village employee following an accident.

- A. The alcohol test shall take place within eight (8) hours and the controlled substance test shall take place within thirty-two (32) hours to be admissible.

XVI. Pre-employment Test

A pre-employment test is an alcohol and/or controlled substance test administered to an operator of commercial motor vehicle prior to the first time said individual performs a safety-sensitive function for the Village.

XVII. Random Test

A random test is an alcohol and/or controlled substance test administered to a Village employee who has been randomly selected by a scientifically valid method from among the pool of Village employees subject to such tests.

XVIII. Reasonable Suspicion Test

A reasonable suspicion test is an alcohol and/or controlled substance test administered to a Village employee because of a Trained Shift Officer's reasonable suspicion that the Village employee has violated the alcohol or controlled substance prohibitions of this policy. A reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the Village employee. Regarding the observations for reasonable suspicion to require a Village employee to undergo a controlled substance test, they may include indication of a chronic condition and withdrawal effects of controlled substances.

~~XVIII~~IX. Refusal to Submit

(To an alcohol, ~~or~~ controlled substance, **or oral specimen test**) means any of the following:

- A. A Village employee fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by the Village of Jackson, consistent with DOT agency regulations, after being directed to do so by the Village of Jackson. This includes the failure of an employee to appear for a test when called;
- B. A Village employee fails to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences, a pre-employment test is not deemed to have refused to test;
- C. A Village employee fails to provide a urine **or oral** specimen for any drug test required under this policy. Provided, that an employee who does not provide a urine **or an oral** specimen because ~~he or she has~~ **they have** left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;
- D. In the case of a directly observed or monitored collection in a drug test, a Village employee fails to permit the observation of monitoring of the employee's provision of the specimen;
- E. A Village employee fails to provide enough urine **or oral specimen** when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- F. A Village employee fails to or declines to take a second test the employer or collector has directed the employee to take;

- G. A Village employee fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the Village-Designated Representative. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment;
- H. A Village employee fails to cooperate with any part of the testing process; or
- I. A Village employee is reported by the MRO as having a verified adulterated or substituted test result.

XX. Safety-Sensitive Function

All time from the time a Village driver (driver means an operator of a commercial motor vehicle) begins to work or is required to be in readiness to work, until the time ~~he/she is~~ they are relieved from work and all responsibility for performing work. Safety-sensitive functions include:

- A. All time at a Village facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the Village.
- B. All time inspecting equipment as required by 49 CFR 392 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- C. All time spent at the driving controls of a commercial motor vehicle in operation.
- D. All time, other than driving time, in or upon any commercial motor vehicle.
- E. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

XXI. Return to Duty Test

A return-to-duty test is an alcohol and/or controlled substance test administered to a Village employee who has violated the prohibitions in this policy prior to the Village employee being permitted to return to duty.

XXII. Screening Test (also known as an initial test)

- A. In alcohol testing, a screening test means an analytical procedure to determine whether a Village employee may have a prohibited concentration of alcohol in a breath or saliva specimen.
- B. In controlled substance testing, a screening test means a test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.
- C. In oral specimen testing, a screening test means an analytical procedure to determine whether or not a Village employee may have a prohibited concentration of controlled substances or their metabolites in a saliva specimen.

XXIII. Substance Abuse Professional (SAP):

A substance abuse professional is a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission; or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse; or by the National Board for Certified Counselors, Inc. and Affiliates/Master Addictions Counselor) who meets the requirements of 49 CFR 40.281.

XXIV. Suspension

An employee temporarily relieved of duty and sent home for a specific length of time with or without pay.

XXIV. Trained Shift Officer

A trained shift officer is any Village of Jackson department head or supervisor who has received a minimum of sixty (60) minutes of training on alcohol misuse and an additional sixty (60) minutes of training on controlled substances use. The training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

6.04 Prohibitions

I. Alcohol and Controlled Substances

- A. A Village employee is prohibited from reporting for duty or remaining on duty requiring the performance of essential job functions while the Village employee has an alcohol concentration of 0.0 or greater.
- B. A Village employee is prohibited from performing essential job functions within four (4) hours after using alcohol.
- C. A Village employee is prohibited from possessing an open container of alcohol on Village of Jackson premises or equipment.
- D. A Village employee is prohibited from using alcohol while on duty.
- E. A Village employee required to take a post-accident alcohol test is prohibited from using alcohol for eight (8) hours following the accident or until ~~he/she undergoes~~ **they undergo** a post-accident alcohol test, whichever occurs first.
- F. A Village employee is prohibited from refusing to submit to a post-accident alcohol, ~~or~~ controlled substance, ~~or oral specimen~~ test, a random alcohol, ~~or~~ controlled substance, ~~or oral specimen~~ test, a reasonable suspicion alcohol, ~~or~~ controlled substance, ~~or oral specimen~~ test, or a follow-up alcohol, ~~or~~ controlled substance, ~~or oral specimen~~ test.
- G. A Village employee is prohibited from reporting for duty or remaining on duty requiring the performance of essential job functions when the employee uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, who has advised the driver that the substance will not adversely affect the employee's ability to safely perform essential job functions.
- H. A Village employee is prohibited from reporting for duty, remaining on duty, or performing an essential job function, if the employee tests positive or has adulterated or substituted a test specimen for controlled substances.
- I. A Village employee is prohibited from refusing to submit to a return-to-duty test required under this policy.

II. Prescription Drugs

Before performing work-related duties, employees must notify their supervisor if they are taking any legally prescribed medication or therapeutic drug containing a controlled substance or are taking any non-prescription medication or drug which contains any measurable amount of alcohol or which carries a warning label that indicates the employee's mental functioning, motor skills, or judgment may be adversely affected using this medication. A written report of this notification is to be filed by the employee with the Village-Designated Representative. It is the responsibility of the employee to inform ~~his/her~~ **their** physician of the type of essential job functions that the employee performs in order that the physician may determine if the prescribed substance could interfere with the safe and effective performance of the employee's duties or operation of Village equipment. However, any employee who uses or possesses medication containing alcohol while on duty or who tests positive for alcohol will be removed from ~~his/her~~ **their** position as required by the Federal Regulations and as provided in this policy, even though the reason for the positive alcohol test is the fact that the employee's prescription medication contains alcohol or drugs. However, if the employee has notified ~~his/her~~ **their** supervisor and the testing agent/collection site of the legally prescribed medication or drug, and as a sole result, a "false positive" test occurs, such employee shall not be subject to a loss of compensation for such incident.

A legally prescribed drug is one where the employee has a prescription or other written approval from a physician for the use of the drug during medical treatment. The prescription must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing Village business is prohibited by Village policy.

III. Other Prohibitions

Other prohibited conduct is specified in Appendices A and B attached hereto.

6.05 Notice

Before performing an alcohol, ~~or~~ controlled substance, ~~or~~ **oral specimen** test under the requirements of the DOT rules and regulations, Village employees being tested shall be notified that the alcohol, ~~and/or~~ controlled substance, ~~and/or~~ **oral specimen** test is required by Department Rules and Regulations and meets one of the identified reasons in Section 6.06 requiring such test.

6.06 Circumstances for Controlled Substances and Alcohol Testing

All alcohol, ~~and~~ controlled substance, or specimen testing will comply with the procedures of Title 49 CFR Part 40 and any other applicable state and federal regulations. To the extent any provisions of this policy conflict with Title 49 CFR Part 40 or other applicable state and federal regulations, the applicable law will be adhered to by the Village.

I. General

Controlled substance, oral specimen, and alcohol tests required to be administered to Village employees, may be done during normal working hours. In the event there is reasonable suspicion that a Village employee is using drugs or alcohol at any time the employee is working for the Village, controlled substance, oral specimen, and alcohol tests may be administered at any time. Post-accident tests may be administered at any time in accordance with the procedures set forth herein.

II. Pre-Employment Testing

Prior to the first time an operator of a commercial motor vehicle performs a safety-sensitive function for the Village, the individual shall submit to testing for alcohol and controlled substances (which may include the use of oral specimen testing), as a condition prior to being used to perform safety-sensitive functions. This may include newly hired employees and transferred employees to a position where a safety-sensitive function will be performed and includes employees who are later required to perform safety-sensitive functions.

III. Random Testing

- A. Every Village employee who is required to maintain a commercial motor vehicle license and/or to perform a safety-sensitive function shall submit to random alcohol, oral specimen, and controlled substance testing.
- B. No fewer than 10% (or the minimum annual percentage rate proscribed by the Federal Motor Carrier Safety Administration (FMCSA) Administrator's decision at the time of the testing, if different than 10%) of the average number of Village employees which are part of the pool established by the Village-Designated Representative (which pool shall include Village employees subject to random testing) shall undergo random alcohol testing in each calendar year.
- C. No fewer than 50% (or the minimum annual percentage rate proscribed by the FMCSA Administrator's decision at the time of the testing, if different

than 50%) of the average of the average number of Village employees which are part of the pool established by the Village-Designated Representative (which pool shall include Village employees subject to random testing) shall undergo random controlled substance ~~or oral specimen~~ testing in each calendar year.

- D. The selection of Village employees for random alcohol, ~~oral specimen~~, and controlled substance testing, the timing and frequency of random tests, and the number of Village employees to be tested on any given day shall be determined by a medical facility contracted with by the Village in accordance with the DOT rules and regulations. The selection of Village employees for random testing shall be made by a scientifically valid method determined by the Village's Designated Representative. Each Village employee shall have an equal chance of being selected for testing each time selections are made. Each Village employee selected for testing shall be tested during the selection period.
- E. Random ~~controlled substances tests~~ testing under this policy shall be unannounced and shall be spread reasonably throughout the year.
- F. Village employees who are notified of selection for random alcohol, ~~oral specimen~~, and/or controlled substance testing shall proceed to the test site immediately as instructed. However, if the Village employee is performing a safety-sensitive function, other than driving a commercial motor vehicle, at the time of the notification, the employee shall cease to perform the safety-sensitive function and proceed to the testing site as soon as possible.
- G. A Village employee shall only be tested for alcohol while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

IV. Reasonable Suspicion Testing

- A. Whenever a trained shift officer has a reasonable suspicion to believe that a Village employee has violated the alcohol and/or controlled substance prohibitions of this policy, the Village employee shall promptly submit to the required alcohol, ~~oral specimen~~, and/or controlled substance test.
- B. Alcohol testing is authorized under this section only if the observations required of the reasonable suspicion determination are made during, just

preceding, or just after the period of the workday that the Village employee is required to be following this policy.

- C. An employee shall be subject to reasonable suspicion alcohol testing following the determination that reasonable suspicion exists to require the Village employee to undergo such test.
- D. A trained shift officer who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the Village employee.
- E. Notwithstanding the absence of a reasonable suspicion alcohol test under this section, a Village employee is prohibited from reporting for duty or remaining on duty requiring the performance of essential job functions while under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, until: i) an alcohol test is administered and the employee's alcohol concentration measures less than 0.0; or ii) twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated the prohibitions in this policy concerning the use of alcohol.
- F. A written record shall be made of the observations leading to an alcohol, **oral specimen**, or controlled substance reasonable suspicion test and shall be signed by the trained shift officer who made the observations within twenty-four (24) hours of the observed behavior or before the results of the controlled substance **or oral specimen** test are released, whichever is earlier.

V. Post-Accident Testing

- A. Any Village employee who was operating a vehicle who is involved in an accident shall be subject to post-accident alcohol, **oral specimen**, and controlled substance testing as soon as practicable following the accident **if the following occurs:**
 - 1.CDL Holder post-accident testing requirements (49 CRF Part 382.303)**
 - a. There is a fatality; or**
 - b. The employee is cited for a moving violation; and either:**
 - c. The vehicle is towed from the scene; or**
 - d. Someone is medically evacuated from the scene.**

2. Non-CDL positions post-accident testing occurs only after an accident if there is Reasonable Suspicion to do this or, if a law enforcement officer requires the test.

- B. A Village employee subject to post-accident testing shall be subject to a breath alcohol test no later than eight (8) hours following the accident and to a controlled substances test no later than thirty-two (32) hours following the accident.
- C. A Village employee who is subject to post-accident testing shall remain readily available for such testing or shall be deemed to have refused to submit to testing. Nothing herein shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit the Village employee from leaving the scene of the accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- D. If, in the sole discretion of the Village-Designated Representative it is necessary to assure the fairness and appropriateness of the investigation, an outside law enforcement agency may be called in to assist in any necessary investigation.

VI. *Return to Duty Testing*

If a Village employee has an alcohol test result indicating an alcohol concentration of greater than 0.0, the Village employee shall be sent home for the remainder of the shift without pay, the Village employee shall be prohibited from performing ~~his/her~~ **their** essential job functions for a minimum of twenty-four (24) hours following administration of the test and until the employee presents proof and retest resulting in a reading of 0.0. A Village employee who has undergone an alcohol test with a result of greater than 0.0, or who has tested 'confirmed positive' for controlled substances, shall not be permitted to perform essential job functions unless:

- A. The Village employee has been evaluated by a substance abuse professional who shall determine what assistance, if any, the Village employee needs in resolving problems associated with alcohol misuse and controlled substances use; and
- B. Following a determination by a substance abuse professional that the Village employee needs assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the Village employee

has complied and remains in compliance with all prescribed or recommended education and/or treatment programs.

- C. The Village employee has undergone a return-to-duty alcohol test with a result indicating an alcohol concentration of greater than 0.0 before returning to duty if the Village employee has violated the alcohol prohibitions; and
- D. The Village employee has undergone a return-to-duty controlled substance **or oral specimen** test with a result indicating a verified negative result for controlled substance use if the Village employee has violated the controlled substance prohibitions.
- E. The cost of return-to-duty testing shall be the responsibility of the employee. The employee shall not receive pay for time spent with return-to-duty testing. Return-to-duty testing must be done before an employee can return to work.

VII. Follow-up Testing

A Village employee who has undergone an alcohol test with a result of greater than 0.0 or who has tested “confirmed positive” for controlled substances, who is subject to, and has complied with, the return-to-duty testing provisions above, and who has been permitted to return to work shall be subject to the following:

- A. The Village employee has been evaluated by a substance abuse professional who shall determine what assistance, if any, the Village employee needs in resolving problems associated with alcohol misuse and controlled substances use; and
- B. The Village employee shall be subject to unannounced follow-up testing.
- C. The number and frequency of the tests are to be determined by the substance abuse professional but must consist of at least six (6) tests during the first twelve (12) months following the employee’s return to work. Follow-up testing may be done for up to sixty (60) months. The substance abuse professional may terminate such tests at any time after the first year of testing if he or she determines the tests are no longer necessary.
- D. The Village Employee shall be subject to such follow-up testing for both alcohol misuse and use of controlled substances if the substance abuse professional determines testing for both alcohol and controlled substances is recommended.

- E. The cost of follow-up testing shall be the responsibility of the employee.
- F. Controlled substance **or oral specimen** testing shall be conducted by a DHHS-certified laboratory and in accordance with procedures set out in Appendix B.
- G. The cost of return-to-duty testing shall be the responsibility of the employee. The employee shall not receive pay for time spent with return-to-duty testing.
- H. A substance abuse professional service (SAP) is available through each of the health care programs offered by the Village. It will be the responsibility of the employee to schedule appointment(s) with the SAP as part of the follow-up testing procedure. Each health care program has cost and/or time limits for coverage. The employee will be responsible for all costs associated with treatment services of the substance abuse professional above and beyond benefits covered under **his/her their** health plan.

6.07 Consequences for Village Employees in Violation of These Rules

- 1. A Village employee shall not be permitted to perform essential job functions if the Village employee has engaged in conduct prohibited by this policy until or unless the employee successfully completes the return-to-duty process, including any follow-up testing requirements as provided above.
- 2. A Village employee tested under this policy who is found to have an alcohol concentration of greater than 0.0 shall not be permitted to perform or continue to perform essential job functions until the start of the employee's next regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the test, and until they present proof and retest resulting in a reading of 0.0.
- 3. A Village employee who violates any of the requirements of this policy shall be subject to the penalty provisions in the Federal Regulations and the provisions of Appendix **DE**.
- 4. Any Village employee who refuses to submit to a required alcohol, **oral specimen**, or controlled substances test shall be relieved of duty and subject to disciplinary action.
- 5. Discipline guidelines are included in Appendix **DE**.

6.08 Confidentiality

1. All records required to be maintained under the FHWA Rules and Regulations shall be maintained in a secure location with controlled access.
2. Upon written request, a Village employee is entitled to copies of any records pertaining to the Village employee's use of controlled substance, **oral specimen**, or alcohol, including any records pertaining to ~~his/her~~ **their** alcohol, **oral specimen**, or controlled substance tests.
3. Records shall be made available to a Village employee's subsequent employer upon receipt of a written request from a Village employee subject to the express terms of the Village employee's request.
4. The Village may disclose information pertaining to a Village employee that is required to be maintained under the FHWA Rules and Regulations to the decision maker in a lawsuit, grievance, or other proceeding initiated by, or on behalf of, the Village employee, and including but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the Village employee, and arising from a positive alcohol, **oral specimen**, and/or controlled substance test or a refusal to test (including, but not limited to, adulterated or substituted test results) administered in accordance with the FHWA Rules and Regulations, or from the Village's determination that the Village employee engaged in conduct prohibited by Village Rules and Regulations and/or the FHWA Rules and Regulations.
5. The Village will release information regarding a Village employee's records as directed by the specific written consent of the Village employee authorizing release of the information to an identified person.

APPENDIX A
Testing Procedures for Alcohol

1. Village employees directed to undergo alcohol testing shall proceed immediately to the designated test site as instructed.

Random testing will be conducted on site.

After-hours testing and reasonable suspicion testing will be conducted at a medical facility contracted with by the Village.
2. Village employees shall follow all procedures and instructions given by the Breath Alcohol Technician (BAT) including completing, signing, initialing, and/or dating any required forms or logbooks. Failure to do so shall be considered a refusal to test.
3. The testing site shall provide visual and aural privacy to the Village employee, sufficient to prevent unauthorized persons from seeing or hearing test results. All necessary equipment, personnel, and materials for the collection and analysis of breath and/or saliva samples shall be provided at the location where the testing is conducted, along with a suitable clean surface for writing.
4. No unauthorized persons shall be permitted access to the testing site and no one other than BATs or other employees have the site shall have access to the site when the EBT remains unsecured. No one other than the BAT, the employee, or a DOT agency representative may witness the testing process.
5. In unusual circumstances where a testing site fully meeting all the visual and aural privacy requirements of Paragraph 3 is not readily available (e.g., when it is essential to conduct a test outdoors at the scene of an accident), a test may be conducted at a location that does not fully meet the visual and aural privacy requirements of Paragraph 3, above. In such cases, the Village employee shall be provided visual and aural privacy to the greatest extent practicable.
6. The BAT shall supervise only one alcohol test for only one Village employee at a time and shall not leave the alcohol testing location while the testing procedure for a given Village employee is in progress, except to notify a supervisor or contact a Village-Designated Representative for assistance in case an employee or other person obstructs, interferes with, or unnecessarily delays the testing process.
7. Upon entering the test site, the Village employee shall be required to provide the BAT with positive identification. Positive identification may take the form of a photo I.D. card issued by the Village, or a federal, state, or local government, or identification by a supervisor or Village official. On request of the Village employee, the BAT shall provide positive identification to the Village employee.

8. If a screening test of a Village employee indicates a breath alcohol concentration of 0.0, no further alcohol testing of that Village employee shall be conducted during this testing event.
9. If the result of a screening test of a Village employee indicates a breath alcohol concentration of 0.0, the BAT shall transmit this result to the Village in a confidential manner, and the Village shall receive and store the information to ensure that confidentiality is maintained.
10. If the result of a screening test of a Village employee indicates a breath alcohol concentration of greater than 0.0, the Village employee shall be required to undergo a confirmation test.
11. If the confirmation test will be conducted by a different BAT, the BAT who conducts the screening test shall complete and sign the Breath Alcohol Testing Form and logbook entry. The BAT shall provide the Village employee with Copy 2 of this form.
12. If a BAT, other than the one who conducted the screening test, is conducting the confirmation test, the Village employee shall be required to provide positive identification in accordance with Paragraph 7 above, to the new BAT, and the Village employee may request positive identification of the new BAT.
13. The Village employee shall not eat, drink, put any object or substance into ~~his/her~~ their mouth, and to the extent possible, not belch during a waiting period before the confirmation test. This waiting period begins with the completion of the screening test and shall not be less than fifteen (15) minutes.
14. The confirmation test shall be conducted within thirty (30) minutes of the completion of the screening test.
15. If a BAT, other than the one who conducted the screening test, is conducting the confirmation test, the new BAT shall initiate a new Breath Alcohol Testing form. The Village employee shall then complete Step 2 on the form, signing the certification. Refusal of the Village employee to sign the certification shall be deemed a refusal to test.
16. Refusal by the Village employee to complete and sign the Breath Alcohol Testing form, to provide an adequate amount of breath (subject to the steps set forth in Paragraph 18), or otherwise to fail to cooperate with the testing process in a way that prevents the completion of the test, shall be deemed a refusal to test, and shall be noted by the BAT in the "Remarks" section of the form. The testing process shall be terminated, and the BAT shall immediately notify the Village-Designated Representative.
17. If a screening or confirmation test cannot be completed, or if an event occurred that would invalidate the test, the BAT shall, if practicable, begin a new screening or

confirmation test, as applicable, using a new Breath Alcohol Testing form with a new sequential test number.

18. If Village employee is unable or alleges that ~~he or she is~~ **they are** unable, to provide an amount of breath sufficient to permit a valid breath test, the BAT shall again instruct the Village employee to attempt to provide an adequate amount of breath.
 - a. If the Village employee refuses to make the attempt, the BAT shall immediately inform the Village-Designated Representative and note the fact on the Remarks line. This is a refusal to test.
 - b. If the Village employee attempts and fails to provide an adequate amount of breath, the BAT shall so note in the "Remarks" section of the breath alcohol form and immediately inform the Village-Designated Representative.
 - c. If the Village employee attempts and fails to provide an adequate amount of breath, the Village shall direct the Village employee to obtain within five (5) days, an evaluation from a licensed physician who is acceptable to the Village, and who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen, regarding the Village employee's medical inability to provide an adequate amount of breath.
 - d. If the licensed physician determines, in ~~his/her~~ **their** reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the Village employee from providing an adequate amount of breath, then the test is cancelled. The physician shall provide to the Village a written statement of the basis for ~~his/her~~ **their** conclusion.
 - e. If the licensed physician, in ~~his/her~~ **their** reasonable medical judgment, is unable to determine that a medical condition has, or with a high degree of probability, could have, precluded the Village employee from providing an adequate amount of breath, the Village employee's failure to provide an adequate amount of breath shall be deemed a refusal to take a test. The physician shall provide to the Village a written statement of the basis for ~~his/her~~ **their** conclusion.

APPENDIX B
Testing Procedures for Controlled Substances

1. Village employees directed to undergo a controlled substance test shall proceed immediately to the designated collection site as instructed.
2. Village employees shall follow all procedures and instructions given by the collection site person. Failure to do so shall be considered a refusal to test.
3. The collection site person shall collect a urine sample from the Village employee in accordance with the Department of Health and Human Services- (DHHS) approved procedures. **For directly observed collections, the collector shall be the same gender as the employee. For direct observation collections involving transgender or nonbinary individuals, an oral fluid collection must be used.**
4. Village employees shall provide at least forty-five (45) ml of urine for testing. Village employees who fail to provide at least forty-five (45) ml of urine shall be subject to the provisions of paragraph 18, below.
5. The collection site person shall divide the specimen into two containers. One container shall contain at least thirty (30) ml of urine and shall be the primary specimen. The other container shall contain at least fifteen (15) ml of urine and shall be the split specimen.
6. Both containers shall be secured in a plastic bag with Copy 1 of the chain of custody form and shipped in a single shipping container to the laboratory.
7. The laboratory shall log in the split specimen with the split specimen seal remaining intact. The laboratory shall store the split specimen securely in accordance with approved procedures.
8. The primary specimen shall undergo a screening test for the presence of controlled substances. If the screening test detects the presence of controlled substances, the primary specimen shall undergo a confirmation test.
9. If the result of the test of the primary specimen is “negative”, the laboratory may discard the split specimen.
10. The MRO shall review all primary specimen results. If the result of the test of the primary specimen is confirmed ‘positive’ for the presence of controlled substances, the MRO shall notify the Village employee that he/she has seventy-two (72) hours in which to request a test of the split specimen.
11. If the primary specimen tests confirmed positive for the presence of controlled substances, the Village employee may request verbally or in writing that the MRO direct that the split specimen be tested in a different DHHS-certified laboratory for presence of the drug(s) or drug metabolite(s) for which a positive test result was obtained in the test of the primary specimen. The MRO shall honor such request if it is made within seventy-two (72) hours of the Village employee having been notified of a verified positive test result. The Village employee shall be responsible for all costs associated with having the split specimen tested. Provided however, that in the event the split specimen test fails to

reconfirm the original test, the Village shall assume all costs associated with having the split specimen tested.

12. If the Village employee has not contacted the MRO within seventy-two (72) hours, the Village employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified “positive” test, or other circumstances, unavoidably prevented the Village employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the Village employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct analysis of the split specimen, as applicable, to be performed.
13. If the result of the test of the primary specimen is positive, the laboratory shall retain the split specimen in frozen storage for the same period of time that it is required to retain the primary specimen, which is a minimum of one year or longer if the MRO, the Village employee, the Village, or a DOT agency requests in writing within the one-year period that the laboratory retain the specimen for an additional period of time.
14. If the MRO directs the first laboratory in writing to forward the split specimen to a second DHHS-certified laboratory, the second laboratory shall analyze the split specimen by Gas Chromatography/Mass Spectrometry (GC/MS) to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen. Such GC/MS confirmation shall be conducted without regard to the cutoff levels established by DHHS. The split sample shall be retained in long-term storage for a minimum of one year or longer if the MRO, the Village employee, the Village, or a DOT agency requests in writing within the one-year period that the laboratory retain the specimen for an additional period.
15. The result of the test of the split specimen shall be transmitted by the second laboratory to the MRO.
16. If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or if the split specimen is invalid, the MRO shall cancel the test and report the cancellation to the Village-Designated Representative and the Village employee.
17. A Village employee whose primary specimen tests “confirmed positive” for the presence of controlled substances and who requests, in accordance with Paragraph 11 above, that the split specimen be tested, shall not be permitted to perform essential job functions pending the outcome of such test, but shall be suspended without pay and subject to further disciplinary action. However, if the test of the split specimen does not reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the Village employee shall be paid his/her straight time salary for all regularly scheduled shifts he or she would have worked had the suspension not occurred.
18. a. If the Village employee is unable to provide the required forty-five (45) ml of urine, the Village employee shall be instructed to drink not more than forty (40) ounces of fluids and, after a period of up to three (3) hours, again attempt to provide a complete sample using a fresh collection container. The original

insufficient specimen shall be discarded, except where the insufficient specimen was out of temperature range or showed evidence of adulteration or tampering.

- b. If the Village employee is still unable to provide an adequate specimen, the insufficient specimen shall be discarded, testing discontinued, and the laboratory shall notify the Village-Designated Representative of the Village employee's inability to provide an adequate sample.
- c. The Village-Designated Representative must, after consulting with the MRO, direct the employee to obtain, within five days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen. Upon completion of the examination of the referral physician's recommendations, the MRO shall report his/her determination as to whether the employee has a medical condition that has, or with a high degree of probability, could have precluded the employee from providing enough urine, to the Village Designated Representative in writing.
- d. If the MRO determines that there is no adequate medical explanation for the failure to provide an adequate sample, the Village employee shall be deemed to have refused to test.

APPENDIX C

Oral Specimen Collection

Any oral specimen collection conducted by the Village shall be conducted in accordance with applicable provisions of 49 C.F.R. Part 40, *et seq.* Employees should direct their attention in particular to 49 C.F.R. § 40.73.

APPENDIX ~~CD~~

Employees Covered by This Policy

Any full-time, part-time, paid-on-call firefighter, temporary or seasonal employee; or volunteer of the Village is required to comply with the provisions of the Village of Jackson Controlled Substances and Alcohol Testing Policy, except as provided otherwise in this policy.

The Period of Day Which Village Employees are Required to Comply

A Village employee is required to comply from the time the Village employee begins to work or is required to be in readiness to work until the time ~~he/she is~~ **they are** relieved from work and all responsibility for performing work.

Contacts – Information and Assistance

Village-Designated Representatives – Village Department Heads

Designated Contact Person – Village Administrator

Substance Abuse Professional (SAP) –

1. Aurora **Occupational** Healthcare, West Bend, WI, **(262)338-5388**
2. **Froedtert Occupational Medicine Clinic, West Bend, WI, (262) 253-5150**

APPENDIX DE
Addendum to Drugs and Alcohol Policy

I. Pay Status

All time spent undergoing required alcohol, oral specimen, or controlled substance testing, including travel time, shall be paid in accordance with applicable provisions of a pay policy of the Village, except that an alcohol test as described in Paragraph 1, below must be done on an employee's own time, prior to the start of ~~his/her~~ their regular shift.

II. Discipline

Consistent with this policy, the employer may take disciplinary action based on non-compliance with this policy by an employee and specifically for actions as follows:

A. Minor Infraction

If an employee tests positive for alcohol of greater than 0.0, the employee will at a minimum be placed on leave without pay for a minimum of twenty-four (24) hours following the administration of the test. The employee will also be subject to discipline as determined by the Village. Employees who are retained after the review of their employment status will be permitted to return to work as determined by the Village but not less than twenty-four (24) hours following administration of the test, provided they present proof and retest resulting in a reading of 0.0. This retest must be conducted at the Village's selected testing site and employees must make their own arrangements and pay for the retest. Failure to obtain the necessary negative test result by the next regularly scheduled shift shall be considered a refusal to test and will result in disciplinary action.

B. Major Infraction

1. If a Medical Review Officer (MRO) verifies that a urine drug test is positive, the employee shall be subject to disciplinary action, up to and including discharge.
2. If a BAT reports that a breath test is equal to or exceeds 0.0, that employee shall be subject to disciplinary action, up to and including discharge.
3. Any employee who refuses to submit to a urine drug and/or breath alcohol test shall be subject to discharge.

SPLIT SAMPLE TESTING FORM

Date _____

Donor's Name _____

Donor's Firm _____

Address _____

Department/State/Zip _____

Phone Number _____

Fax Number (if known) _____

Dear Dr. _____

I request that the original specimen provided by me and tested for drugs at
_____ be retested at the laboratory below:

(Name of Laboratory)

Lab Name _____

Address _____

Department/State/Zip _____

I understand that I am responsible for the shipping fees, lab retest fees and the Medical Review Officer's fees.

I have enclosed a (money order) (cashier's check) in the amount of \$_____.

Very truly yours,

Signature of Donor

Print Name of Donor

Social Security Number

Date of Original Collection

Specimen Number

Donor Phone Number

Donor Address: _____

APPENDIX F – SAMPLE FORMS



Reasonable Suspicion Checklist

Employee Name: _____

- | | | | | |
|----------------|--|--|---|---|
| 1. Walking: | ☐ Stumbling
☐ Unsteady | ☐ Staggering
☐ Unable to walk | ☐ Falling
☐ Holding-on | ☐ Swaying |
| 2. Standing: | ☐ Swaying
☐ Sagging | ☐ Rigid
☐ Feet wide apart | ☐ Staggering | ☐ Unable to Stand |
| 3. Speech: | ☐ Slurred | ☐ Incoherent | ☐ Rambling | ☐ Slow |
| 4. Appearance: | ☐ Disheveled
☐ Only partially dressed | ☐ Dirty | ☐ Clothes have an unpleasant odor
☐ Obvious/excessive stains | |
| 5. Smell: | ☐ Odor of alcohol | ☐ Unusual or pungent | ☐ Excessive use of cologne | |
| 6. Demeanor: | ☐ Hostile
☐ Fighting | ☐ Paranoid
☐ Apologetic | ☐ Drowsy
☐ Grandiose | ☐ Crying
☐ Easily agitated |
| 7. Face: | ☐ Flushed | ☐ Pale | ☐ Sweaty | ☐ Sagging |
| 8. Eyes: | ☐ Bloodshot | ☐ Dilated | ☐ Glassy | ☐ Drooping |

Time of witnessed behavior: ____:____ ☐ a.m. ☐ p.m.

Location: _____

Other observations: _____

Manager's Signature: _____

Date: _____

Second Observer: _____

Time: ____:____ ☐ a.m. ☐ p.m.

Date: _____

Job Title: _____

Time: ____:____ ☐ a.m. ☐ p.m.

Village of Jackson
Travel Authorization Request

NOTE: This form may be used for multiple travelers if they have the same official duty station and travel itinerary. If more space is needed, attach an additional sheet with the travelers' names and social security number. Fill in this form as completely and accurately as possible, estimating high when unsure of exact amounts. Amending authorizations after a trip can delay travel reimbursements.

Request Type:	Authorization #:	Travel Dates:		
Reason for Travel:				
Name:		Social Security #:		
Address:				
City:		State:	Zip Code:	
Trip Itinerary				
		<i>Per Diem Rates</i>		
<u>From: City, State</u>	<u>To: City, State</u>	<u>Lodging</u>	<u>Meals</u>	<u># of Days</u>

SUPERVISOR APPROVAL REQUIRED FOR TRAVEL

Supervisor's Name:	Signature:	Date of Approval:

Expense Reimbursement Log

For: _____
Print Employee Name

DATE (mm/dd/yyyy)	DESCRIPTION (Include Purpose of Travel, Business Name, and Cities of Travel From – To – Return)	MILES	PUBLIC TRANSIT	MEALS			TOTALS \$
				Morning	Noon	Evening	
							\$
							\$
TOTAL MILES		MILES @ \$.565					
DATE	OTHER AUTHORIZED EXPENSES – Description and Attach Original Receipts (Other expenses reimbursed <u>ONLY</u> if previously authorized.)						
Consumer Statement: I declare, under penalties of discipline, that this account of travel and expenses is true and correct. This claim represents reasonable and actual expenses that were incurred by me. No portion of this claim was covered by any other source and ONLY THOSE SERVICES PREVIOUSLY AUTHORIZED are included in this Expense Reimbursement request.				TOTAL AMOUNT DUE		\$	
Signature				Date Signed			
Authorized Approval				Date Signed			

Village of Jackson
Citizen Complaint Form

Date of Complaint:	Referral Department:	Referred By:
Name of Complainant:	Address:	Phone/Email:

Nature of complaint, concern, or request:

Please provide as much detail as possible to assist the department that will work to resolve the issue.

Signature of Complainant

Expense/Mileage Reimbursement Form

Village of Jackson

Employee Name: _____

Employee Dept: _____

Manager: _____

The 2024 As of February 2024 the IRS standard mileage rate is 67 cents per mile. Please visit (insert link) for the most up to date reimbursement mileage rate.

Purchase Date	Item Description	Total
	GL Account Code:	
	GL Account Code:	
	GL Account Code:	
	GL Account Code:	
	GL Account Code:	
	Grand Total	

*****Please ensure that all receipts and/or invoices for items listed above are attached to this form. Receipts must be itemized to be reimbursed. *****

☐ I certify that the expense(s) listed above are accurately recorded and represent only expenditures made for business purposes.

Employee Signature: _____

Date Submitted: _____

Approving Manager Signature: _____

Date Approved: _____

VILLAGE OF JACKSON

Americans With Disabilities Act ADA Employee Accommodation Request

Protection is afforded under the ADA to a qualified individual with a disability, who can perform the essential functions of the position, *with or without reasonable accommodation*.

Instructions: Please complete the form and attach supporting documentation from your physician and a return-to-work authorization (as appropriate). Submit completed form to the Village's Title I ADA Coordinator Darlene Smith, Village Treasurer/HR Assistant.

Name:

Address:

Department:

Position

Supervisor:

Telephone Numbers: Work:

Home:

Other:

I. Accommodation Request: Please list accommodations requested and reason for request:

Signature:

Date:

VILLAGE OF JACKSON

ADA Request for Reasonable Accommodation or Modification

Your Name: _____ Email Address: _____

Your Address: _____ City: _____ State: _____

Phone Number: _____

Program, service or event for the request: _____

Location of program, service or event: _____

Date of program, service or event (Enter as MM/DD/YYYY): _____

I am requesting the following accommodation or modification (Circle One):

Wheelchair Access ASL Interpretation Services Printed Material in Alternate Format

Modification of Policy or Procedures Other: _____

If you request printed material please describe the material and desired format type:

If you selected other please describe your request in more detail:

Please provide any additional details necessary to process this request:

*All forms shall be given or sent to the Village of Jackson Title II ADA Coordinator Jacqueline Schuh, Village Clerk, N168W19851 Main St., Jackson WI 53037 or emailed to jackie.schuh@villageofjacksonwi.gov

EMPLOYEE ACKNOWLEDGEMENT

I, _____, hereby acknowledge receipt of the Village of Jackson Employee Handbook ("Handbook"), **as updated and approved by the Village Board on September 10, 2024**, which incorporates by reference all Appendices, on _____. I understand that the Handbook has been developed for the general guidance of employees and that it is my responsibility to read and acquire an understanding of the information contained in the Handbook and to comply with the policies contained in the Handbook. I have been advised that the Village Administrator is available to answer any questions I may have **concerning regarding** the Handbook or any Village policies, benefits and/or procedures. Furthermore, I acknowledge that none of the statements, policies, procedures, rules, or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, express or implied. I have entered my employment relationship with the Village voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or the Village can terminate the relationship at-will, with or without cause, at any time with or without notice, so long as there is no violation **of an employment agreement** or applicable federal or state law.

Since the information, policies, and benefits described herein are necessarily subject to unilateral change by the Village, **at any time and with or without notice to the extent permitted by law**, I acknowledge that revisions to this handbook may occur, ~~except to the Village's policy of employment at will.~~

Further, these policies do not supplant State or Federal law, Village ordinances, Civil Service procedures, or **legally binding union agreements**. If there is a conflict, the State or Federal law, Village ordinance, Civil Service procedures, or ~~collective bargaining~~ **legally binding union agreements** will prevail.

I recognize that the Handbook, although assigned to me, is considered the property of the Village and I will return it upon separation from the Village.

Employee Signature

Date

Supervisor Signature

Date

After you have read and signed this page, please detach the page from the handbook and return to the Village Administrator for placement in your personnel file.

SECTION 6: CONTROLLED SUBSTANCES AND ALCOHOL TESTING POLICY

6.01 Purpose

This policy is made in coordination with Section 1.04 setting forth the Village's intent to provide a Drug and Alcohol-Free Workplace. The purpose of this policy is to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by employees of the Village of Jackson. This policy is intended to be consistent with and in compliance with the U.S. Department of Transportation Federal Highway Administration's (FHWA) controlled substances and alcohol testing rules, regulations, and procedures contained in Title 49 CFR and any other applicable federal and state regulations. Nothing herein shall preclude the Village from establishing rules, regulations, policies and/or procedures governing the misuse of alcohol and/or the use of controlled substances, consistent with the Village's rights and obligations.

Whenever a trained shift officer has a reasonable suspicion to believe that a Village employee has violated the alcohol and/or controlled substance prohibitions of this policy, they will complete a Reasonable Suspicion Checklist (found in Appendix F – Sample Forms.) If reasonable suspicion is determined, the procedure will be followed using 6.03 XVII and 6.06 IV.

6.02 Applicability

This policy applies to every employee of the Village of Jackson, except as provided otherwise in this policy. Specific information about what categories of employees is subject to alcohol and controlled substances testing is contained in Appendix D.

Employees who do not hold a Commercial Driver's License (CDL) may also be subject to reasonable suspicion testing.

This policy is not intended to and shall not supersede, replace, or override any other Village policy on any subject, including, but not limited to, controlled substances and alcohol policies already in existence.

6.03 Definitions

I. Alcohol

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

II. *Alcohol Concentration (or content)*

Alcohol concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

III. *Alcohol Test*

An alcohol test is a test conducted by a Breath Alcohol Technician, using an Evidential Breath Testing Device to measure the amount of alcohol concentration in a volume of breath, or any other test used to detect the presence of alcohol that is approved by the Federal Highway Administration.

IV. *Alcohol Use*

Alcohol use means the drinking or swallowing of any beverage, liquid mixture, or preparation, including any medication, containing alcohol.

V. *Breath Alcohol Technician (BAT)*

A Breath Alcohol Technician is a person who instructs and assists employees in the alcohol testing process and who operates the evidential breath testing device.

VI. *Oral Fluid Specimen & Fluid Specimen Test*

A specimen that is collected from an employee's oral cavity and is a combination of physiological fluids produced primarily by the salivary glands. An oral fluid specimen is considered to be a direct observation collection. Oral fluid specimen collection is not utilized by the Village unless required by law. Tests are to be conducted in accordance with 49 C.F.R. Appendix B Part 40 and other relevant provisions of 49 C.F.R. Part 40, *et seq.*

VII. *Village-Designated Representative*

Village Department Heads serve as Village-Designated Representatives and are the primary contact persons for departments under their authority, designated to receive all communications and test results from the Medical Review Officer, the Breath Alcohol Technician, the Oral Specimen Technician, the Substance Abuse Professional, and the laboratories, and are authorized to take immediate action to remove employees under their authority from safety-sensitive duties and to make required decisions in the testing and evaluation process. The Village Administrator is the designated contact person for Village employee inquiries regarding this policy.

VIII. Confirmation Test

- A. For alcohol testing, a confirmation test means a second test following a screening test with a result of 0.0 or greater. Confirmation of the screening test must be by an Evidential Breath Testing (EBT) device listed on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL), and must be capable of printing out each test result; sequentially numbering each test; distinguishing alcohol from acetone at the 0.0 alcohol concentration level; performing an external calibration check; testing an air blank; and printing the manufacturer's name for the device, its serial number, and the time of the test.
- B. For controlled substance testing, a confirmation test means a second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or drug metabolite which is independent of the screen test, and which uses a different technique and chemical principle from that of the screen test to ensure reliability and accuracy. Gas Chromatography/Mass Spectrometry (GC/MS) is the authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

IX. Controlled Substance

Controlled substances include cocaine metabolites, marijuana metabolites, opiate metabolites, amphetamines, and phencyclidine, and any other substance determined by the Department of Transportation to be a controlled substance.

X. Controlled Substance Test

A method of determining the presence of controlled substances in a urine sample using a scientifically reliable method performed in accordance with procedures specified in 49 CFR Part 40, *et seq.*

XI. Evidential Breath Testing Device (EBT)

An evidential breath testing device is a device for the evidential testing of breath at the .02 and .04 alcohol concentrations, approved by the National Highway Traffic Safety Administration (NHTSA) and placed on the NHTSA's Conforming Products List for "Evidential Breath Measurement Devices" and identified on the Conforming Products List as conforming with the model specifications available from NHTSA's Traffic Safety Program.

XII. Essential Job Functions

All duties performed by the Village employee consistent with their duties under relevant job description, law, or policy, or as otherwise assigned by the Village. Essential job functions include, but are not limited to, safety-sensitive functions.

XIII. Follow-up Test

A follow-up test is an alcohol and/or controlled substance test administered to a Village employee who has violated the prohibitions of this policy and who has been permitted to return to duty after passing a return-to-duty alcohol and/or controlled substances test.

XIV. Medical Review Officer (MRO)

A Medical Review Officer is a licensed physician (Medical Doctor or Doctor of Osteopathy) responsible for receiving and reviewing laboratory results generated by the Village's drug testing program and evaluating medical explanations for certain drug test results.

XV. Post-Accident Test

A post-accident test is an alcohol and/or controlled substance test administered to a Village employee following an accident.

- A. The alcohol test shall take place within eight (8) hours and the controlled substance test shall take place within thirty-two (32) hours to be admissible.

XVI. Pre-employment Test

A pre-employment test is an alcohol and/or controlled substance test administered to an operator of commercial motor vehicle prior to the first time said individual performs a safety-sensitive function for the Village.

XVII. Random Test

A random test is an alcohol and/or controlled substance test administered to a Village employee who has been randomly selected by a scientifically valid method from among the pool of Village employees subject to such tests.

XVIII. Reasonable Suspicion Test

A reasonable suspicion test is an alcohol and/or controlled substance test administered to a Village employee because of a Trained Shift Officer's reasonable suspicion that the Village employee has violated the alcohol or controlled substance prohibitions of this policy. A reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the Village employee. Regarding the observations for reasonable suspicion to require a Village employee to undergo a controlled substance test, they may include indication of a chronic condition and withdrawal effects of controlled substances.

XIX. Refusal to Submit

(To an alcohol, controlled substance, or oral specimen test) means any of the following:

- A. A Village employee fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by the Village of Jackson, consistent with DOT agency regulations, after being directed to do so by the Village of Jackson. This includes the failure of an employee to appear for a test when called;
- B. A Village employee fails to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences, a pre-employment test is not deemed to have refused to test;
- C. A Village employee fails to provide a urine or oral specimen for any drug test required under this policy. Provided, that an employee who does not provide a urine or an oral specimen because they have left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;
- D. In the case of a directly observed or monitored collection in a drug test, a Village employee fails to permit the observation of monitoring of the employee's provision of the specimen;
- E. A Village employee fails to provide enough urine or oral specimen when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- F. A Village employee fails to or declines to take a second test the employer or collector has directed the employee to take;

- G. A Village employee fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the Village-Designated Representative. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment;
- H. A Village employee fails to cooperate with any part of the testing process; or
- I. A Village employee is reported by the MRO as having a verified adulterated or substituted test result.

XX. *Safety-Sensitive Function*

All time from the time a Village driver (driver means an operator of a commercial motor vehicle) begins to work or is required to be in readiness to work, until the time they are relieved from work and all responsibility for performing work. Safety-sensitive functions include:

- A. All time at a Village facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the Village.
- B. All time inspecting equipment as required by 49 CFR 392 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- C. All time spent at the driving controls of a commercial motor vehicle in operation.
- D. All time, other than driving time, in or upon any commercial motor vehicle.
- E. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

XXI. *Return to Duty Test*

A return-to-duty test is an alcohol and/or controlled substance test administered to a Village employee who has violated the prohibitions in this policy prior to the Village employee being permitted to return to duty.

XXII. Screening Test (also known as an initial test)

- A. In alcohol testing, a screening test means an analytical procedure to determine whether a Village employee may have a prohibited concentration of alcohol in a breath or saliva specimen.
- B. In controlled substance testing, a screening test means a test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.
- C. In oral specimen testing, a screening test means an analytical procedure to determine whether or not a Village employee may have a prohibited concentration of controlled substances or their metabolites in a saliva specimen.

XXIII. Substance Abuse Professional (SAP):

A substance abuse professional is a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission; or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse; or by the National Board for Certified Counselors, Inc. and Affiliates/Master Addictions Counselor) who meets the requirements of 49 CFR 40.281.

XXIV. Suspension

An employee temporarily relieved of duty and sent home for a specific length of time with or without pay.

XXV. Trained Shift Officer

A trained shift officer is any Village of Jackson department head or supervisor who has received a minimum of sixty (60) minutes of training on alcohol misuse and an additional sixty (60) minutes of training on controlled substances use. The training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

6.04 Prohibitions

I. Alcohol and Controlled Substances

- A. A Village employee is prohibited from reporting for duty or remaining on duty requiring the performance of essential job functions while the Village employee has an alcohol concentration of 0.0 or greater.
- B. A Village employee is prohibited from performing essential job functions within four (4) hours after using alcohol.
- C. A Village employee is prohibited from possessing an open container of alcohol on Village of Jackson premises or equipment.
- D. A Village employee is prohibited from using alcohol while on duty.
- E. A Village employee required to take a post-accident alcohol test is prohibited from using alcohol for eight (8) hours following the accident or until they undergo a post-accident alcohol test, whichever occurs first.
- F. A Village employee is prohibited from refusing to submit to a post-accident alcohol, controlled substance, or oral specimen test, a random alcohol, controlled substance, or oral specimen test, a reasonable suspicion alcohol, controlled substance, or oral specimen test, or a follow-up alcohol, controlled substance, or oral specimen test.
- G. A Village employee is prohibited from reporting for duty or remaining on duty requiring the performance of essential job functions when the employee uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, who has advised the driver that the substance will not adversely affect the employee's ability to safely perform essential job functions.
- H. A Village employee is prohibited from reporting for duty, remaining on duty, or performing an essential job function, if the employee tests positive or has adulterated or substituted a test specimen for controlled substances.
- I. A Village employee is prohibited from refusing to submit to a return-to-duty test required under this policy.

II. *Prescription Drugs*

Before performing work-related duties, employees must notify their supervisor if they are taking any legally prescribed medication or therapeutic drug containing a controlled substance or are taking any non-prescription medication or drug which contains any measurable amount of alcohol or which carries a warning label that indicates the employee's mental functioning, motor skills, or judgment may be adversely affected using this medication. A written report of this notification is to be filed by the employee with the Village-Designated Representative. It is the responsibility of the employee to inform their physician of the type of essential job functions that the employee performs in order that the physician may determine if the prescribed substance could interfere with the safe and effective performance of the employee's duties or operation of Village equipment. However, any employee who uses or possesses medication containing alcohol while on duty or who tests positive for alcohol will be removed from their position as required by the Federal Regulations and as provided in this policy, even though the reason for the positive alcohol test is the fact that the employee's prescription medication contains alcohol or drugs. However, if the employee has notified their supervisor and the testing agent/collection site of the legally prescribed medication or drug, and as a sole result, a "false positive" test occurs, such employee shall not be subject to a loss of compensation for such incident.

A legally prescribed drug is one where the employee has a prescription or other written approval from a physician for the use of the drug during medical treatment. The prescription must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing Village business is prohibited by Village policy.

III. *Other Prohibitions*

Other prohibited conduct is specified in Appendices A and B attached hereto.

6.05 Notice

Before performing an alcohol, controlled substance, or oral specimen test under the requirements of the DOT rules and regulations, Village employees being tested shall be notified that the alcohol, controlled substance, and/or oral specimen test is required by Department Rules and Regulations and meets one of the identified reasons in Section 6.06 requiring such test.

6.06 Circumstances for Controlled Substances and Alcohol Testing

All alcohol, controlled substance, or specimen testing will comply with the procedures of Title 49 CFR Part 40 and any other applicable state and federal regulations. To the extent any provisions of this policy conflict with Title 49 CFR Part 40 or other applicable state and federal regulations, the applicable law will be adhered to by the Village.

I. General

Controlled substance, oral specimen, and alcohol tests required to be administered to Village employees, may be done during normal working hours. In the event there is reasonable suspicion that a Village employee is using drugs or alcohol at any time the employee is working for the Village, controlled substance, oral specimen, and alcohol tests may be administered at any time. Post-accident tests may be administered at any time in accordance with the procedures set forth herein.

II. Pre-Employment Testing

Prior to the first time an operator of a commercial motor vehicle performs a safety-sensitive function for the Village, the individual shall submit to testing for alcohol and controlled substances (which may include the use of oral specimen testing), as a condition prior to being used to perform safety-sensitive functions. This may include newly hired employees and transferred employees to a position where a safety-sensitive function will be performed and includes employees who are later required to perform safety-sensitive functions.

III. Random Testing

- A. Every Village employee who is required to maintain a commercial motor vehicle license and/or to perform a safety-sensitive function shall submit to random alcohol, oral specimen, and controlled substance testing.
- B. No fewer than 10% (or the minimum annual percentage rate proscribed by the Federal Motor Carrier Safety Administration (FMCSA) Administrator's decision at the time of the testing, if different than 10%) of the average number of Village employees which are part of the pool established by the Village-Designated Representative (which pool shall include Village employees subject to random testing) shall undergo random alcohol testing in each calendar year.
- C. No fewer than 50% (or the minimum annual percentage rate proscribed by the FMCSA Administrator's decision at the time of the testing, if different

than 50%) of the average of the average number of Village employees which are part of the pool established by the Village-Designated Representative (which pool shall include Village employees subject to random testing) shall undergo random controlled substance or oral specimen testing in each calendar year.

- D. The selection of Village employees for random alcohol, oral specimen, and controlled substance testing, the timing and frequency of random tests, and the number of Village employees to be tested on any given day shall be determined by a medical facility contracted with by the Village in accordance with the DOT rules and regulations. The selection of Village employees for random testing shall be made by a scientifically valid method determined by the Village's Designated Representative. Each Village employee shall have an equal chance of being selected for testing each time selections are made. Each Village employee selected for testing shall be tested during the selection period.
- E. Random testing under this policy shall be unannounced and shall be spread reasonably throughout the year.
- F. Village employees who are notified of selection for random alcohol, oral specimen, and/or controlled substance testing shall proceed to the test site immediately as instructed. However, if the Village employee is performing a safety-sensitive function, other than driving a commercial motor vehicle, at the time of the notification, the employee shall cease to perform the safety-sensitive function and proceed to the testing site as soon as possible.
- G. A Village employee shall only be tested for alcohol while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

IV. Reasonable Suspicion Testing

- A. Whenever a trained shift officer has a reasonable suspicion to believe that a Village employee has violated the alcohol and/or controlled substance prohibitions of this policy, the Village employee shall promptly submit to the required alcohol, oral specimen, and/or controlled substance test.
- B. Alcohol testing is authorized under this section only if the observations required of the reasonable suspicion determination are made during, just

preceding, or just after the period of the workday that the Village employee is required to be following this policy.

- C. An employee shall be subject to reasonable suspicion alcohol testing following the determination that reasonable suspicion exists to require the Village employee to undergo such test.
- D. A trained shift officer who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the Village employee.
- E. Notwithstanding the absence of a reasonable suspicion alcohol test under this section, a Village employee is prohibited from reporting for duty or remaining on duty requiring the performance of essential job functions while under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, until: i) an alcohol test is administered and the employee's alcohol concentration measures less than 0.0; or ii) twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated the prohibitions in this policy concerning the use of alcohol.
- F. A written record shall be made of the observations leading to an alcohol, oral specimen, or controlled substance reasonable suspicion test and shall be signed by the trained shift officer who made the observations within twenty-four (24) hours of the observed behavior or before the results of the controlled substance or oral specimen test are released, whichever is earlier.

V. *Post-Accident Testing*

- A. Any Village employee who was operating a vehicle who is involved in an accident shall be subject to post-accident alcohol, oral specimen, and controlled substance testing as soon as practicable following the accident if the following occurs:
 - 1. CDL Holder post-accident testing requirements (49 CRF Part 382.303)
 - a. There is a fatality; or
 - b. The employee is cited for a moving violation; and either:
 - c. The vehicle is towed from the scene; or
 - d. Someone is medically evacuated from the scene.

2. Non-CDL positions post-accident testing occurs only after an accident if there is Reasonable Suspicion to do this or, if a law enforcement officer requires the test.

- B. A Village employee subject to post-accident testing shall be subject to a breath alcohol test no later than eight (8) hours following the accident and to a controlled substances test no later than thirty-two (32) hours following the accident.
- C. A Village employee who is subject to post-accident testing shall remain readily available for such testing or shall be deemed to have refused to submit to testing. Nothing herein shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit the Village employee from leaving the scene of the accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- D. If, in the sole discretion of the Village-Designated Representative it is necessary to assure the fairness and appropriateness of the investigation, an outside law enforcement agency may be called in to assist in any necessary investigation.

VI. *Return to Duty Testing*

If a Village employee has an alcohol test result indicating an alcohol concentration of greater than 0.0, the Village employee shall be sent home for the remainder of the shift without pay, the Village employee shall be prohibited from performing their essential job functions for a minimum of twenty-four (24) hours following administration of the test and until the employee presents proof and retest resulting in a reading of 0.0. A Village employee who has undergone an alcohol test with a result of greater than 0.0, or who has tested 'confirmed positive' for controlled substances, shall not be permitted to perform essential job functions unless:

- A. The Village employee has been evaluated by a substance abuse professional who shall determine what assistance, if any, the Village employee needs in resolving problems associated with alcohol misuse and controlled substances use; and
- B. Following a determination by a substance abuse professional that the Village employee needs assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the Village employee

has complied and remains in compliance with all prescribed or recommended education and/or treatment programs.

- C. The Village employee has undergone a return-to-duty alcohol test with a result indicating an alcohol concentration of greater than 0.0 before returning to duty if the Village employee has violated the alcohol prohibitions; and
- D. The Village employee has undergone a return-to-duty controlled substance or oral specimen test with a result indicating a verified negative result for controlled substance use if the Village employee has violated the controlled substance prohibitions.
- E. The cost of return-to-duty testing shall be the responsibility of the employee. The employee shall not receive pay for time spent with return-to-duty testing. Return-to-duty testing must be done before an employee can return to work.

VII. Follow-up Testing

A Village employee who has undergone an alcohol test with a result of greater than 0.0 or who has tested “confirmed positive” for controlled substances, who is subject to, and has complied with, the return-to-duty testing provisions above, and who has been permitted to return to work shall be subject to the following:

- A. The Village employee has been evaluated by a substance abuse professional who shall determine what assistance, if any, the Village employee needs in resolving problems associated with alcohol misuse and controlled substances use; and
- B. The Village employee shall be subject to unannounced follow-up testing.
- C. The number and frequency of the tests are to be determined by the substance abuse professional but must consist of at least six (6) tests during the first twelve (12) months following the employee’s return to work. Follow-up testing may be done for up to sixty (60) months. The substance abuse professional may terminate such tests at any time after the first year of testing if he or she determines the tests are no longer necessary.
- D. The Village Employee shall be subject to such follow-up testing for both alcohol misuse and use of controlled substances if the substance abuse professional determines testing for both alcohol and controlled substances is recommended.

- E. The cost of follow-up testing shall be the responsibility of the employee.
- F. Controlled substance or oral specimen testing shall be conducted by a DHHS-certified laboratory and in accordance with procedures set out in Appendix B.
- G. The cost of return-to-duty testing shall be the responsibility of the employee. The employee shall not receive pay for time spent with return-to-duty testing.
- H. A substance abuse professional service (SAP) is available through each of the health care programs offered by the Village. It will be the responsibility of the employee to schedule appointment(s) with the SAP as part of the follow-up testing procedure. Each health care program has cost and/or time limits for coverage. The employee will be responsible for all costs associated with treatment services of the substance abuse professional above and beyond benefits covered under their health plan.

6.07 Consequences for Village Employees in Violation of These Rules

1. A Village employee shall not be permitted to perform essential job functions if the Village employee has engaged in conduct prohibited by this policy until or unless the employee successfully completes the return-to-duty process, including any follow-up testing requirements as provided above.
2. A Village employee tested under this policy who is found to have an alcohol concentration of greater than 0.0 shall not be permitted to perform or continue to perform essential job functions until the start of the employee's next regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the test, and until they present proof and retest resulting in a reading of 0.0.
3. A Village employee who violates any of the requirements of this policy shall be subject to the penalty provisions in the Federal Regulations and the provisions of Appendix E.
4. Any Village employee who refuses to submit to a required alcohol, oral specimen, or controlled substances test shall be relieved of duty and subject to disciplinary action.
5. Discipline guidelines are included in Appendix E.

6.08 Confidentiality

1. All records required to be maintained under the FHWA Rules and Regulations shall be maintained in a secure location with controlled access.
2. Upon written request, a Village employee is entitled to copies of any records pertaining to the Village employee's use of controlled substance, oral specimen, or alcohol, including any records pertaining to their alcohol, oral specimen, or controlled substance tests.
3. Records shall be made available to a Village employee's subsequent employer upon receipt of a written request from a Village employee subject to the express terms of the Village employee's request.
4. The Village may disclose information pertaining to a Village employee that is required to be maintained under the FHWA Rules and Regulations to the decision maker in a lawsuit, grievance, or other proceeding initiated by, or on behalf of, the Village employee, and including but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the Village employee, and arising from a positive alcohol, oral specimen, and/or controlled substance test or a refusal to test (including, but not limited to, adulterated or substituted test results) administered in accordance with the FHWA Rules and Regulations, or from the Village's determination that the Village employee engaged in conduct prohibited by Village Rules and Regulations and/or the FHWA Rules and Regulations.
5. The Village will release information regarding a Village employee's records as directed by the specific written consent of the Village employee authorizing release of the information to an identified person.

APPENDIX A
Testing Procedures for Alcohol

1. Village employees directed to undergo alcohol testing shall proceed immediately to the designated test site as instructed.

Random testing will be conducted on site.

After-hours testing and reasonable suspicion testing will be conducted at a medical facility contracted with by the Village.
2. Village employees shall follow all procedures and instructions given by the Breath Alcohol Technician (BAT) including completing, signing, initialing, and/or dating any required forms or logbooks. Failure to do so shall be considered a refusal to test.
3. The testing site shall provide visual and aural privacy to the Village employee, sufficient to prevent unauthorized persons from seeing or hearing test results. All necessary equipment, personnel, and materials for the collection and analysis of breath and/or saliva samples shall be provided at the location where the testing is conducted, along with a suitable clean surface for writing.
4. No unauthorized persons shall be permitted access to the testing site and no one other than BATs or other employees have the site shall have access to the site when the EBT remains unsecured. No one other than the BAT, the employee, or a DOT agency representative may witness the testing process.
5. In unusual circumstances where a testing site fully meeting all the visual and aural privacy requirements of Paragraph 3 is not readily available (e.g., when it is essential to conduct a test outdoors at the scene of an accident), a test may be conducted at a location that does not fully meet the visual and aural privacy requirements of Paragraph 3, above. In such cases, the Village employee shall be provided visual and aural privacy to the greatest extent practicable.
6. The BAT shall supervise only one alcohol test for only one Village employee at a time and shall not leave the alcohol testing location while the testing procedure for a given Village employee is in progress, except to notify a supervisor or contact a Village-Designated Representative for assistance in case an employee or other person obstructs, interferes with, or unnecessarily delays the testing process.
7. Upon entering the test site, the Village employee shall be required to provide the BAT with positive identification. Positive identification may take the form of a photo I.D. card issued by the Village, or a federal, state, or local government, or identification by a supervisor or Village official. On request of the Village employee, the BAT shall provide positive identification to the Village employee.

8. If a screening test of a Village employee indicates a breath alcohol concentration of 0.0, no further alcohol testing of that Village employee shall be conducted during this testing event.
9. If the result of a screening test of a Village employee indicates a breath alcohol concentration of 0.0, the BAT shall transmit this result to the Village in a confidential manner, and the Village shall receive and store the information to ensure that confidentiality is maintained.
10. If the result of a screening test of a Village employee indicates a breath alcohol concentration of greater than 0.0, the Village employee shall be required to undergo a confirmation test.
11. If the confirmation test will be conducted by a different BAT, the BAT who conducts the screening test shall complete and sign the Breath Alcohol Testing Form and logbook entry. The BAT shall provide the Village employee with Copy 2 of this form.
12. If a BAT, other than the one who conducted the screening test, is conducting the confirmation test, the Village employee shall be required to provide positive identification in accordance with Paragraph 7 above, to the new BAT, and the Village employee may request positive identification of the new BAT.
13. The Village employee shall not eat, drink, put any object or substance into their mouth, and to the extent possible, not belch during a waiting period before the confirmation test. This waiting period begins with the completion of the screening test and shall not be less than fifteen (15) minutes.
14. The confirmation test shall be conducted within thirty (30) minutes of the completion of the screening test.
15. If a BAT, other than the one who conducted the screening test, is conducting the confirmation test, the new BAT shall initiate a new Breath Alcohol Testing form. The Village employee shall then complete Step 2 on the form, signing the certification. Refusal of the Village employee to sign the certification shall be deemed a refusal to test.
16. Refusal by the Village employee to complete and sign the Breath Alcohol Testing form, to provide an adequate amount of breath (subject to the steps set forth in Paragraph 18), or otherwise to fail to cooperate with the testing process in a way that prevents the completion of the test, shall be deemed a refusal to test, and shall be noted by the BAT in the "Remarks" section of the form. The testing process shall be terminated, and the BAT shall immediately notify the Village-Designated Representative.
17. If a screening or confirmation test cannot be completed, or if an event occurred that would invalidate the test, the BAT shall, if practicable, begin a new screening or

confirmation test, as applicable, using a new Breath Alcohol Testing form with a new sequential test number.

18. If Village employee is unable or alleges that they are unable, to provide an amount of breath sufficient to permit a valid breath test, the BAT shall again instruct the Village employee to attempt to provide an adequate amount of breath.
 - a. If the Village employee refuses to make the attempt, the BAT shall immediately inform the Village-Designated Representative and note the fact on the Remarks line. This is a refusal to test.
 - b. If the Village employee attempts and fails to provide an adequate amount of breath, the BAT shall so note in the "Remarks" section of the breath alcohol form and immediately inform the Village-Designated Representative.
 - c. If the Village employee attempts and fails to provide an adequate amount of breath, the Village shall direct the Village employee to obtain within five (5) days, an evaluation from a licensed physician who is acceptable to the Village, and who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen, regarding the Village employee's medical inability to provide an adequate amount of breath.
 - d. If the licensed physician determines, in their reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the Village employee from providing an adequate amount of breath, then the test is cancelled. The physician shall provide to the Village a written statement of the basis for their conclusion.
 - e. If the licensed physician, in their reasonable medical judgment, is unable to determine that a medical condition has, or with a high degree of probability, could have, precluded the Village employee from providing an adequate amount of breath, the Village employee's failure to provide an adequate amount of breath shall be deemed a refusal to take a test. The physician shall provide to the Village a written statement of the basis for their conclusion.

APPENDIX B
Testing Procedures for Controlled Substances

1. Village employees directed to undergo a controlled substance test shall proceed immediately to the designated collection site as instructed.
2. Village employees shall follow all procedures and instructions given by the collection site person. Failure to do so shall be considered a refusal to test.
3. The collection site person shall collect a urine sample from the Village employee in accordance with the Department of Health and Human Services- (DHHS) approved procedures. For directly observed collections, the collector shall be the same gender as the employee. For direct observation collections involving transgender or nonbinary individuals, an oral fluid collection must be used.
4. Village employees shall provide at least forty-five (45) ml of urine for testing. Village employees who fail to provide at least forty-five (45) ml of urine shall be subject to the provisions of paragraph 18, below.
5. The collection site person shall divide the specimen into two containers. One container shall contain at least thirty (30) ml of urine and shall be the primary specimen. The other container shall contain at least fifteen (15) ml of urine and shall be the split specimen.
6. Both containers shall be secured in a plastic bag with Copy 1 of the chain of custody form and shipped in a single shipping container to the laboratory.
7. The laboratory shall log in the split specimen with the split specimen seal remaining intact. The laboratory shall store the split specimen securely in accordance with approved procedures.
8. The primary specimen shall undergo a screening test for the presence of controlled substances. If the screening test detects the presence of controlled substances, the primary specimen shall undergo a confirmation test.
9. If the result of the test of the primary specimen is “negative”, the laboratory may discard the split specimen.
10. The MRO shall review all primary specimen results. If the result of the test of the primary specimen is confirmed ‘positive’ for the presence of controlled substances, the MRO shall notify the Village employee that he/she has seventy-two (72) hours in which to request a test of the split specimen.
11. If the primary specimen tests confirmed positive for the presence of controlled substances, the Village employee may request verbally or in writing that the MRO direct that the split specimen be tested in a different DHHS-certified laboratory for presence of the drug(s) or drug metabolite(s) for which a positive test result was obtained in the test of the primary specimen. The MRO shall honor such request if it is made within seventy-two (72) hours of the Village employee having been notified of a verified positive test result. The Village employee shall be responsible for all costs associated with having the split specimen tested. Provided however, that in the event the split specimen test fails to

reconfirm the original test, the Village shall assume all costs associated with having the split specimen tested.

12. If the Village employee has not contacted the MRO within seventy-two (72) hours, the Village employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified “positive” test, or other circumstances, unavoidably prevented the Village employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the Village employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct analysis of the split specimen, as applicable, to be performed.
13. If the result of the test of the primary specimen is positive, the laboratory shall retain the split specimen in frozen storage for the same period of time that it is required to retain the primary specimen, which is a minimum of one year or longer if the MRO, the Village employee, the Village, or a DOT agency requests in writing within the one-year period that the laboratory retain the specimen for an additional period of time.
14. If the MRO directs the first laboratory in writing to forward the split specimen to a second DHHS-certified laboratory, the second laboratory shall analyze the split specimen by Gas Chromatography/Mass Spectrometry (GC/MS) to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen. Such GC/MS confirmation shall be conducted without regard to the cutoff levels established by DHHS. The split sample shall be retained in long-term storage for a minimum of one year or longer if the MRO, the Village employee, the Village, or a DOT agency requests in writing within the one-year period that the laboratory retain the specimen for an additional period.
15. The result of the test of the split specimen shall be transmitted by the second laboratory to the MRO.
16. If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or if the split specimen is invalid, the MRO shall cancel the test and report the cancellation to the Village-Designated Representative and the Village employee.
17. A Village employee whose primary specimen tests “confirmed positive” for the presence of controlled substances and who requests, in accordance with Paragraph 11 above, that the split specimen be tested, shall not be permitted to perform essential job functions pending the outcome of such test, but shall be suspended without pay and subject to further disciplinary action. However, if the test of the split specimen does not reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the Village employee shall be paid his/her straight time salary for all regularly scheduled shifts he or she would have worked had the suspension not occurred.
18. a. If the Village employee is unable to provide the required forty-five (45) ml of urine, the Village employee shall be instructed to drink not more than forty (40) ounces of fluids and, after a period of up to three (3) hours, again attempt to provide a complete sample using a fresh collection container. The original

insufficient specimen shall be discarded, except where the insufficient specimen was out of temperature range or showed evidence of adulteration or tampering.

- b. If the Village employee is still unable to provide an adequate specimen, the insufficient specimen shall be discarded, testing discontinued, and the laboratory shall notify the Village-Designated Representative of the Village employee's inability to provide an adequate sample.
- c. The Village-Designated Representative must, after consulting with the MRO, direct the employee to obtain, within five days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen. Upon completion of the examination of the referral physician's recommendations, the MRO shall report his/her determination as to whether the employee has a medical condition that has, or with a high degree of probability, could have precluded the employee from providing enough urine, to the Village Designated Representative in writing.
- d. If the MRO determines that there is no adequate medical explanation for the failure to provide an adequate sample, the Village employee shall be deemed to have refused to test.

APPENDIX C
Oral Specimen Collection

Any oral specimen collection conducted by the Village shall be conducted in accordance with applicable provisions of 49 C.F.R. Part 40, *et seq.* Employees should direct their attention in particular to 49 C.F.R. § 40.73.

APPENDIX D

Employees Covered by This Policy

Any full-time, part-time, paid-on-call firefighter, temporary or seasonal employee; or volunteer of the Village is required to comply with the provisions of the Village of Jackson Controlled Substances and Alcohol Testing Policy, except as provided otherwise in this policy.

The Period of Day Which Village Employees are Required to Comply

A Village employee is required to comply from the time the Village employee begins to work or is required to be in readiness to work until the time they are relieved from work and all responsibility for performing work.

Contacts – Information and Assistance

Village - Designated Representatives – Village Department Heads

Designated Contact Person – Village Administrator

Substance Abuse Professional (SAP) – Aurora Healthcare & Froedtert Occupational Health

APPENDIX E

Addendum to Drugs and Alcohol Policy

I. Pay Status

All time spent undergoing required alcohol, oral specimen, or controlled substance testing, including travel time, shall be paid in accordance with applicable provisions of a pay policy of the Village, except that an alcohol test as described in Paragraph 1, below must be done on an employee's own time, prior to the start of their regular shift.

II. Discipline

Consistent with this policy, the employer may take disciplinary action based on non-compliance with this policy by an employee and specifically for actions as follows:

A. Minor Infraction

If an employee tests positive for alcohol of greater than 0.0, the employee will at a minimum be placed on leave without pay for a minimum of twenty-four (24) hours following the administration of the test. The employee will also be subject to discipline as determined by the Village. Employees who are retained after the review of their employment status will be permitted to return to work as determined by the Village but not less than twenty-four (24) hours following administration of the test, provided they present proof and retest resulting in a reading of 0.0. This retest must be conducted at the Village's selected testing site and employees must make their own arrangements and pay for the retest. Failure to obtain the necessary negative test result by the next regularly scheduled shift shall be considered a refusal to test and will result in disciplinary action.

B. Major Infraction

1. If a Medical Review Officer (MRO) verifies that a urine drug test is positive, the employee shall be subject to disciplinary action, up to and including discharge.
2. If a BAT reports that a breath test is equal to or exceeds 0.0, that employee shall be subject to disciplinary action, up to and including discharge.
3. Any employee who refuses to submit to a urine drug and/or breath alcohol test shall be subject to discharge.

SPLIT SAMPLE TESTING FORM

Date _____

Donor's Name _____

Donor's Firm _____

Address _____

Department/State/Zip _____

Phone Number _____

Fax Number (if known) _____

Dear Dr. _____

I request that the original specimen provided by me and tested for drugs at
_____ be retested at the laboratory below:

(Name of Laboratory)

Lab Name _____

Address _____

Department/State/Zip _____

I understand that I am responsible for the shipping fees, lab retest fees and the Medical Review Officer's fees.

I have enclosed a (money order) (cashier's check) in the amount of \$_____.

Very truly yours,

Signature of Donor

Print Name of Donor

Social Security Number

Date of Original Collection

Specimen Number

Donor Phone Number

Donor Address: _____

APPENDIX F – SAMPLE FORMS



Reasonable Suspicion Checklist

Employee Name: _____

- | | | | | |
|----------------|--|--|---|---|
| 1. Walking: | ☐ Stumbling
☐ Unsteady | ☐ Staggering
☐ Unable to walk | ☐ Falling
☐ Holding-on | ☐ Swaying |
| 2. Standing: | ☐ Swaying
☐ Sagging | ☐ Rigid
☐ Feet wide apart | ☐ Staggering | ☐ Unable to Stand |
| 3. Speech: | ☐ Slurred | ☐ Incoherent | ☐ Rambling | ☐ Slow |
| 4. Appearance: | ☐ Disheveled
☐ Only partially dressed | ☐ Dirty | ☐ Clothes have an unpleasant odor
☐ Obvious/excessive stains | |
| 5. Smell: | ☐ Odor of alcohol | ☐ Unusual or pungent | ☐ Excessive use of cologne | |
| 6. Demeanor: | ☐ Hostile
☐ Fighting | ☐ Paranoid
☐ Apologetic | ☐ Drowsy
☐ Grandiose | ☐ Crying
☐ Easily agitated |
| 7. Face: | ☐ Flushed | ☐ Pale | ☐ Sweaty | ☐ Sagging |
| 8. Eyes: | ☐ Bloodshot | ☐ Dilated | ☐ Glassy | ☐ Drooping |

Time of witnessed behavior: ____:____ ☐ a.m. ☐ p.m.

Location: _____

Other observations: _____

Manager's Signature: _____

Date: _____

Second Observer: _____

Time: ____:____ ☐ a.m. ☐ p.m.

Date: _____

Job Title: _____

Time: ____:____ ☐ a.m. ☐ p.m.

Expense/Mileage Reimbursement Form

Village of Jackson

Employee Name: _____

Employee Dept: _____

Manager: _____

As of February 2024, the IRS standard mileage rate is 67 cents per mile. Please visit <https://www.irs.gov/tax-professionals/standard-mileage-rates> for the most up to date reimbursement mileage rate.

Purchase Date	Item Description	Total
	GL Account Code:	
	GL Account Code:	
	GL Account Code:	
	GL Account Code:	
	GL Account Code:	
	Grand Total	

*****Please ensure that all receipts and/or invoices for items listed above are attached to this form. Receipts must be itemized to be reimbursed. *****

☐ I certify that the expense(s) listed above are accurately recorded and represent only expenditures made for business purposes.

Employee Signature: _____

Date Submitted: _____

Approving Manager Signature: _____

Date Approved: _____

VILLAGE OF JACKSON

Americans With Disabilities Act ADA Employee Accommodation Request

Protection is afforded under the ADA to a qualified individual with a disability, who can perform the essential functions of the position, *with or without reasonable accommodation*.

Instructions: Please complete the form and attach supporting documentation from your physician and a return-to-work authorization (as appropriate). Submit completed form to the Village's Title I ADA Coordinator Darlene Smith, Village Treasurer/HR Assistant.

Name:

Address:

Department:

Position

Supervisor:

Telephone Numbers: Work:

Home:

Other:

I. Accommodation Request: Please list accommodations requested and reason for request:

Signature:

Date:

VILLAGE OF JACKSON

ADA Request for Reasonable Accommodation or Modification

Your Name: _____ Email Address: _____

Your Address: _____ City: _____ State: _____

Phone Number: _____

Program, service or event for the request: _____

Location of program, service or event: _____

Date of program, service or event (Enter as MM/DD/YYYY): _____

I am requesting the following accommodation or modification (Circle One):

Wheelchair Access ASL Interpretation Services Printed Material in Alternate Format

Modification of Policy or Procedures Other: _____

If you request printed material please describe the material and desired format type:

If you selected other please describe your request in more detail:

Please provide any additional details necessary to process this request:

*All forms shall be given or sent to the Village of Jackson Title II ADA Coordinator Jacqueline Schuh, Village Clerk, N168W19851 Main St., Jackson WI 53037 or emailed to jackie.schuh@villageofjacksonwi.gov

EMPLOYEE ACKNOWLEDGEMENT

I, _____, hereby acknowledge receipt of the Village of Jackson Employee Handbook ("Handbook"), as updated and approved by the Village Board on September 10, 2024, which incorporates by reference all Appendices, on _____. I understand that the Handbook has been developed for the general guidance of employees and that it is my responsibility to read and acquire an understanding of the information contained in the Handbook and to comply with the policies contained in the Handbook. I have been advised that the Village Administrator is available to answer any questions I may have regarding the Handbook or any Village policies, benefits and/or procedures. Furthermore, I acknowledge that none of the statements, policies, procedures, rules, or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, express or implied. I have entered my employment relationship with the Village voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or the Village can terminate the relationship at-will, with or without cause, at any time with or without notice, so long as there is no violation or applicable federal or state law.

Since the information, policies, and benefits described herein are necessarily subject to unilateral change by the Village, at any time and with or without notice to the extent permitted by law, I acknowledge that revisions to this handbook may occur.

Further, these policies do not supplant State or Federal law, Village ordinances, Civil Service procedures, or legally binding union agreements. If there is a conflict, the State or Federal law, Village ordinance, Civil Service procedures, or legally binding union agreements will prevail.

I recognize that the Handbook, although assigned to me, is considered the property of the Village and I will return it upon separation from the Village.

Employee Signature

Date

Supervisor Signature

Date

After you have read and signed this page, please detach the page from the handbook and return to the Village Administrator for placement in your personnel file.