



VILLAGE OF JACKSON
VILLAGE BOARD MEETING AGENDA
Tuesday, January 14, 2025 at 7:30 PM

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 of Recreation Supervisor Jacob Caltagerone, Parks and Recreation
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.)
5. Consent Agenda
 - a. Approval of Minutes for the Village Board Meeting of December 10, 2024
 - b. Ratification of the Jackson Police Association successor Collective Bargaining Agreement
 - c. Approval of the Agreement for 2025 Jackson Fire Department Services with the Town of Polk, Town of Jackson and Town of Germantown
 - d. Appointment of Mid-Moraine Municipal Court Administrative Committee Alternate Representative - Jackie Schuh
6. Budget and Finance Committee
 - a. Pay Request #6 - Jackson Community Center Expansion Project - Moore Construction Services LLC in the amount of \$521,023.70
 - b. Letter of Credit Reduction - Maple Fields Phase #1 Subdivision - Neumann Developments, Inc. in the amount of \$150,470.00
 - c. Resolution #25-01 A Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing
7. West Bend School District
8. Washington County Board Report
9. Greater Jackson Business Alliance
10. Mid-Moraine Municipal Association Report
11. 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. Discussing TID 6 Development Agreement
12. Reconvene into Open Session with Possible Action Related to the Subject of the Preceding Closed Session
13. 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.

CEREMONIAL OATH OF OFFICE

**STATE OF WISCONSIN, §19.01
WASHINGTON COUNTY
VILLAGE OF JACKSON**

I, **Jacob Caltagerone**, having been appointed to the position of

RECREATION SUPERVISOR

swear that I will support the Constitution of the United States
and the Constitution of the State of Wisconsin,
and will faithfully and impartially discharge the duties of said office
to the best of my ability, so help me God.

Jacob Caltagerone

Subscribed and sworn before me this 14th day of January, 2025.

Village President: _____
Brian J. Heckendorf

Village Clerk: _____
Jacqueline Schuh

MINUTES
VILLAGE BOARD MEETING
Tuesday, December 10, 2024 at 7:30 PM

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. Matter

Members Excused: Tr. Wells

Members Absent: None

Staff Present: Administrator Jen Heidtke, Treasurer Darlene Smith, Police Chief Ryan Vossekuil, Fire Chief Aaron Swaney, Inspections and Zoning Director Collin Johnson, Public Works Director Brian Kober, Parks and 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. Presentations

- a. Village Square TID 7 Development Update – Executive Director Christian Tscheschlok, Economic Development Washington County

Sarah Stern, Business Services Consultant for EDWC, presented materials recapping marketing strategies for Village Square. Efforts have included an email campaign, a 3-Series postcard mailing and a video campaign. EDWC is planning to have an online dashboard available in the first quarter of 2025.

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. Debbie Kurtz of N169W20375 Wilshire Drive spoke in support of Agenda item 7a.

5. Consent Agenda

- a. Approval of Minutes for the Village Board Meetings of October 29, 2024 and November 12, 2024
- b. Resolution #24-37 A Resolution Terminating Tax Incremental District (TID) #4 and Authorizing the Village Treasurer to Distribute Excess Increment to Overlying Taxing Jurisdictions
- c. Approval of Interagency Agreement Between Washington County Boys and Girls Club and Jackson Parks and Recreation Department

- d. Class "A" Fermented Malt Beverages and "Class A" Intoxicating Liquors - Center Village LLC DBA Village Mart - W213N16770 Glen Brooke Drive; Agent: Mandeep Dran N73W23640 Craven Lane, Sussex WI 53089
- e. Cigarette, Tobacco and Electronic Vaping Device License - Center Village LLC DBA Village Mart - W213N16770 Glen Brooke Drive; Agent: Mandeep Dran N73W23640 Craven Lane, Sussex WI 53089
- f. Massage Establishment License - Blissful Massage - Sarah Ybanez
- g. Massage Establishment License - Good Karma Massage Therapy LLC - Patricia Salvack
- h. Review of 2025 License Agreement to Farm Public Land

The motion to approve items 5a and 5d-5h on the consent agenda, and to remove items 5b and 5c to address separately, was made by Tr. Olson and seconded by Tr. Emmrich.

Vote: 6 ayes, 0 nays. Motion carried.

The motion to approve consent agenda item 5b was made by Pres. Heckendorf and seconded by Tr. Olson.

Tr. Engelhardt requested clarification regarding TID funds and capital expenditures.

Vote: 6 ayes, 0 nays. Motion carried.

The motion to approve consent agenda item 5c was made by Tr. Engelhardt and seconded by Tr. Kruepke.

Discussion followed regarding the intent of section 1.6. The language was determined to be adequate for the needs of both parties.

Vote: 6 ayes, 0 nays. Motion carried.

6. Budget and Finance Committee

Pres. Heckendorf informed the Board item 6k would be reconsidered later in the agenda after section 8 Personnel Committee, and to be enumerated as a new section 9 Parks and Recreation item a.

- a. Pay Request #5 - Jackson Community Center Expansion Project - Moore Construction Services LLC in the amount of \$728,486.60.

The motion to approve Pay Request #5 for the Jackson Community Center Expansion Project to Moore Construction LLC in the amount of \$728,486.60 was made by Tr. Olson and seconded by Tr. Kruepke.

Vote: 5 ayes, 1 nay. Tr. Engelhardt voted nay. Motion carried.

- b. Accepting Quote for the Hickory Lane Splash Park - Anti-Slip Surface Project - Aqua Tile in the amount of \$69,765.00

The motion to approve the quote for the Hickory Lane Splash Park Anti-Slip Surface Project with Aqua Tile in the amount of \$69,765.00 was made by Tr. Engelhardt and seconded by

Tr. Olson.

Vote: 6 ayes, 0 nays. Motion carried.

- c. Pay Request #9 - Waste Water Treatment Plant Tertiary Filters and Disinfection Project - JH Hassinger in the amount of \$175,275.00

The motion to approve Pay Request #9 for the Waste Water Treatment Plant Tertiary Filters and Disinfection Project to JH Hassinger in the amount of \$175,275.00 was made by Tr. Olson and seconded by Tr. Engelhardt.

Vote: 6 ayes, 0 nays. Motion carried.

- d. 2024 Waste Water Treatment Plant Project - Clean Water Fund Loan Request #7 in the amount of \$175,275.00

The motion to approve Clean Water Fund Loan Reimbursement Request #7 for the 2024 Wastewater Treatment Plant Project in the amount of \$175,275.00 was made by Tr. Olson and seconded by Tr. Matter.

Vote: 6 ayes, 0 nays. Motion carried.

- e. Review of Hickory Lane Reconstruction Project Contract Amendment #1 - Gremmer and Associates in the amount of \$44,096.00

The motion to approve the Hickory Lane Reconstruction Project Contract Amendment #1 for Gremmer and Associates in the amount of \$44,096.00 was made by Tr. Engelhardt and seconded by Tr. Olson.

Vote: 6 ayes, 0 nays. Motion carried.

- f. Review of Re-Bid Ridgeway Drive/Chestnut Court Reconstruction Project Contract - Cedar Corporation in the amount of \$15,000.00

The motion to approve the Re-Bid of the Ridgeway Drive and Chestnut Court Reconstruction Project Contract for Cedar Corporation in the amount of \$15,000.00 was made by Tr. Engelhardt and seconded by Tr Olson.

Vote: 6 ayes, 0 nays. Motion carried.

- g. Review of Contract to Bid Final Asphalt Roadway Surface TID #7 - Cedar Corporation in the amount of \$15,000.00

The motion to approve the Contract for the Final Asphalt Roadway Surface TID #7 to Cedar Corporation in the amount of \$15,000.00 was made by Tr. Olson and seconded by Tr. Matter.

Vote: 6 ayes, 0 nays. Motion carried.

- h. Purchase of 2026 Lakeside International Plow Truck with Accessories in the amount of \$285,029.25

The motion to approve the Purchase of the 2026 Lakeside International Plow Truck Package in the amount of \$285,029.25 was made by Tr. Engelhardt and seconded by Tr. Kruepke.

Vote: 6 ayes, 0 nays. Motion carried.

i. Review of Jackson Sewer Utility 2025 Rate Increase

The motion to approve a 13.4% Sewer Rate Increase to achieve \$6.42 per 1,000 gallons to take effect on January 1, 2025, was made by Tr. Engelhardt and seconded by Tr. Olson.

Vote: 6 ayes, 0 nays. Motion carried.

j. Review of Quotes for Jackson Water Utility 2025 Conventional Rate Case Study

The motion to approve the Services Agreement for the Jackson Water Utility 2025 Conventional Rate Case Study with Ehlers in the amount of \$9,500.00 was made by Pres. Heckendorf and seconded by Tr. Engelhardt.

Vote: 6 ayes, 0 nays. Motion carried.

k. Jackson Dog Park Design and Estimates, Emma Wenman - MSA

Item 6k was moved to follow the Personnel Committee under Parks and Recreation.

Director Valentino reviewed the dog park rendering with the Board, indicating roadwork would be a coordinated effort with the Department of Public Works projects to minimize costs. Per Director Valentino, the park was budgeted for in the Capital Improvement Project process of the Financial Management Plan for \$500,000.00 and has an estimated cost of \$418,350.00.

The motion to authorize staff to seek bids for the Jackson Dog Park Project was made by Tr. Emmrich and seconded by Tr. Engelhardt.

Vote: 6 ayes, 0 nays. Motion carried.

l. Resolution #24-34 A Resolution Updating Financial Policies for Existing Investment Policy, Purchasing Authority Policy, Fund Balance Policy and Debt Limit Policy

The motion to approve Resolution #24-34 A Resolution Updating Financial Policies for Existing Investment Policy, Purchasing Authority Policy, Fund Balance Policy and Debt Limit Policy was made by Tr. Olson and seconded by Tr. Emmrich.

Vote: 6 ayes, 0 nays. Motion carried.

m. Resolution #24-36 Resolution Obligating Remaining American Rescue Plan Act (ARPA) Funds

The motion to approve Resolution #24-36 Resolution Obligating Remaining American Rescue Plan Act (ARP A) Funds was made by Tr. Olson and seconded by Tr. Engelhardt.

Vote: 6 ayes, 0 nays. Motion carried.

7. Board of Public Works

a. Ordinance #24-11 For ATV/UTV Use on Village Roads

A motion to introduce Ordinance #24-11 was made by Pres. Heckendorf and seconded by Tr. Engelhardt.

Discussion followed. Chief Vossekuil confirmed signals are required at the state level, no ATVs/UTVs are allowed on STH 60 West of Industrial Drive and noise was the reason for time constraints enumerated in the draft ordinance.

Votes: 6 ayes, 0 nays. Motion carried.

A motion to suspend the rules for a second reading of Ordinance #24-11 was made by Pres. Heckendorf and seconded by Tr. Emmrich. A roll call vote was taken:

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

Vote: 6 ayes, 0 nays. Motion carried.

A motion to approve Ordinance #24-11 was made by Pres. Heckendorf and seconded by Tr. Emmrich.

Vote: 6 ayes, 0 nays. Motion carried.

b. Resolution #24-35 Repealing Resolution #98-09 South Interceptor Sewer Fee

The motion to approve Resolution #24-35 Repealing Resolution #98-09 South Interceptor Sewer Fee was made by Tr. Engelhardt and seconded by Tr. Emmrich.

Vote: 6 ayes, 0 nays. Motion carried.

8. Personnel Committee

a. Request for Creation of Police Aide Position - Jackson Police Department

The motion to approve the request for the Creation of a Police Aide Position for the Jackson Police Department was made by Tr. Engelhardt and seconded by Tr. Emmrich.

Vote: 6 ayes, 0 nays. Motion carried.

9. West Bend School District

No report.

10. Washington County Board Report

Pres. Heckendorf summarized a written report from County Board Supervisor Mike Schwab. It was stated Washington County would consider action regarding:

- Resolution 45 to create an agreement between the County and the City of Hartford for GIS services.

- Resolution 46 to approve the sale of excess land along CTH Q.
 - Resolution 47 to approve the voiding of stale checks.
- Mr. Schwab also wished everybody a very Merry Christmas.

11. Greater Jackson Business Alliance

No report.

12. Mid-Moraine Municipal Association Report

Tr. Olson indicated there were no new updates and the legislative committee would meet again on January 8, 2025.

13. 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 collective bargaining strategy and review of proposed terms of a successor agreement with the Jackson Professional Police Association
2. Discussing TID 6 Development Agreement

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

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

Vote: 6 ayes, 0 nays. Motion carried. The meeting proceeded into closed session at 8:44pm PM. Those present in the closed session for the first item were Village Board members, Administrator Heidtke, and Police Chief Ryan Vossekul. The second item included Village Board members, Administrator Heidtke and representatives from Ehlers.

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 motion to approve the following with regard to a successor agreement with the Jackson

Professional Police Association:

1. Ratify the tentative agreement between the Village of Jackson and the Jackson Professional Police Association reflected by the proposal from the Association dated November 25, 2024.
2. Direct Administration to work with the Association to prepare a successor collective bargaining agreement following ratification of the tentative agreement by the Association, if such action occurs by the Association.
3. Authorize the Village Treasurer to apply the approved wage rates in the tentative agreement, if ratified by the Association and following the signing of the collective bargaining agreement, with such rates retroactive to the first full pay period after January 1, 2025.

Vote: 6 ayes, 0 nays. Motion carried.

15. Adjourn

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

Vote: 6 ayes, 0 nays. Motion carried. The meeting adjourned at 10:02 PM.

Respectfully Submitted,
Jackie Schuh - Village Clerk

Agreement between the

Village of Jackson

and the

**Wisconsin Professional Police Association,
Law Enforcement Employee Relations Division**

on behalf of the

Jackson Professional Police Association

2025-2028

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AGREEMENT

This Collective Bargaining Agreement, hereinafter referred to as the Agreement, is made and entered into by and between the Village of Jackson, hereinafter referred to as the Village, and the Wisconsin Professional Police Association, Law Enforcement Employee Relations Division, hereinafter referred to as the Association, for the purpose of maintaining harmonious labor relations, maintaining a uniform scale of wages, hours of work, and other conditions of employment among the employees covered by this Agreement, and for the purpose of facilitating a peaceful adjustment of all grievances and disputes which may arise between the Village and the employees of the bargaining unit.

ARTICLE I - RECOGNITION

The Village hereby recognizes the Association as the sole and exclusive bargaining agent for the regular full-time sworn personnel of the Village of Jackson Police Department, excluding seasonal, confidential, supervisory, managerial employees and all non-sworn personnel, as certified by the Wisconsin Employment Relations Commission under Certification of Representative No. 52077 ME-3443 Decision No. 28332-A, dated April 11, 1995, for the purpose of collective bargaining on matters concerning wages, hours, and all other conditions of employment.

ARTICLE II - MANAGEMENT RIGHTS

The Village possesses the sole right to operate the Village and all management rights repose in it. These rights include but are not limited to the following:

- A. To direct all operations of the Village;
- B. To establish reasonable work rules and regulations for the conduct of its business;
- C. To hire, promote, transfer, lay off, schedule, and assign employees in positions within the Village, subject to the terms of the Agreement;
- D. To suspend, demote, discharge, and take other disciplinary action against employees for just cause pursuant to Wis. Stats. 62.13 by the Police and Fire Commission;
- E. To relieve employees from their duties because of lack of work or other legitimate reason.

- F. To determine the size and composition of the work force and determine the work to be performed by the work force and each employee; to determine the competence and qualifications of employees, subject to the terms of the Agreement;
- G. To establish the number of shifts, hours of work, and work schedules; and to schedule overtime work when required, subject to the terms of the Agreement;
- H. To maintain efficiency of Village operations;
- I. To take whatever action is necessary to comply with State or Federal law;
- J. To create, modify, or eliminate positions or departments and to introduce new or improved operations, work practices, methods, or facilities, provided if such affect the wages, hours, or working conditions of the employees, the Association will be notified in advance and be permitted to bargain the impact upon wages, hours, or working conditions;
- K. To determine the kinds and amounts of services to be performed as pertains to Village operations; and the number and kind of classifications to perform such services.
- L. To contract out for goods or service including law enforcement services, except that prior to reaching such a decision, the Village agrees to meet and discuss its decision with the Association. Further, in the event the Village exercises its right to make such a decision, it agrees to promptly and fully negotiate the impact of such a decision.
- M. To take whatever action is necessary to carry out functions of the Village in situations of emergency.

ARTICLE III - ASSOCIATION ACTIVITIES

Section 3.01: Association Business: The Association agrees to conduct its business off the job except as herein provided. In no event will Association activities interrupt the Village's normal operations. This Article does not prevent a representative from presenting any grievance in accordance with the procedures outlined in this Agreement, nor prevent certain routine reasonable business such as the posting of the Association notices and bulletins.

Section 3.02: Grievances: The Village hereby agrees that time spent in the presentation of grievances during regular working hours shall not be deducted from the pay of delegated

employee representatives of the Association. Only those employees who are reasonably necessary for presentation of a grievant's case will participate in grievance arbitration hearings. After employees are excused from an arbitration hearing, they will return to work.

Section 3.03: Bulletin Boards: The Village agrees to provide and allow the use of bulletin board or posting space in convenient areas in the work locations, provided however, that bulletin space shall be used only for Association business such as notices of Association meetings, elections and results, rulings or policies, or reports on social activities.

Section 3.04: Business Agents: Business Agents or representatives of the Association, having business with the officers or individual members of the Association, may confer with such officers or members during the course of the workday for reasonable periods of time, provided that notice is first given to the Police Chief, and normal Village operations are not disrupted.

Section 3.05: Meeting Rooms and Facilities: The Association may use a designated meeting room at the Village Hall for Association business under guidelines established by the Village Board. Association meetings will not be conducted at any other Village facility.

Section 3.06: Negotiations: When collective bargaining is scheduled during regular working hours, authorized representatives of the Association Bargaining Committee, not to exceed two (2) members, will suffer no loss in wages for time spent in collective bargaining.

Section 3.07: The Association will notify the Police Chief or his/her designee, in writing, of all Association elected officers, members, or changes in membership as soon as possible after elections or such changes.

ARTICLE IV - DUES DEDUCTION

Section 4.01: Dues Deduction:

- A. No employee shall be required to join the Association, but membership shall be available to all employees who apply, consistent with the Association's constitution and bylaws.
- B. The Village agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of individual employees who voluntarily sign dues check-off authorization forms supplied by the WPPA/LEER. The Village shall deduct the certified amount from the first paycheck each month of each employee requesting such deduction following receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been

deducted, to the WPPA/LEER in one lump sum not later than the 15th of each month.

- C. Authorization of dues deduction by a member may be revoked upon written notice in writing to the Village, WPPA and to the Local Association and with the understanding that the deduction will cease as reasonably as practical after receipt of written notice of revocation.
- D. The Association does hereby indemnify and shall save the Village harmless against any and all claims, demands, suits, or other forms of liability, including court costs that shall arise out of or by reason of action taken or not taken by the Village, which Village action or non-action is in compliance with the provision of this article, and in reliance on any lists or certificates which have been furnished to the Village pursuant to this article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the Village from participating in any legal proceedings challenging the application or interpretation of this article through representatives of its own choosing and at its own expense.”

ARTICLE V - PROBATIONARY PERIOD

Section 5.01: Probationary Period: All newly hired employees will be considered probationary for the first year of their employment. During the probationary period, the employee will be subject to dismissal for any reason without recourse.

Section 5.02: Continued Employment: Continued employment beyond the first year of employment will be evidence of satisfactory completion of the probationary period.

Section 5.03: Holidays: Probationary employees will be eligible to receive paid holidays.

Section 5.04: Insurance: New employees will receive coverage of all insurances in accordance with the waiting period specified in current insurance contracts, regardless of whether or not the waiting period falls within the probationary period.

ARTICLE VI - WAGES

Section 6.01: Wage Schedule: A schedule of classifications presently covered by this Agreement shall be contained in Appendix "A," which is attached hereto and made a part hereof.

Section 6.02: Paychecks: Salaries and wages of employees will be paid every other Monday.

Section 6.03: Pay Increments: Employees shall be paid for all hours worked in six (6)-minute increments.

Section 6.04: Job Descriptions: The Village shall establish job descriptions for each position in the bargaining unit. Such job descriptions shall be updated as appropriate, and copies made available to employees and Association representatives.

Section 6.05: Base Wage: The base wage for officers is the hourly rate. The hourly rate is reached by dividing the annual salary by 2,080 hours.

Section 6.06: Lateral Entry.

- A. This paragraph defines the process by which lateral entry (hiring) of experienced officers can be accomplished as a part of the Department's normal recruitment process.
- B. Any sworn law enforcement officer hired to the position of patrol officer may, at the discretion of the Chief of Police and subject to approval by the Police and Fire Commission, receive a starting annual salary based on their prior years of full-time service as a sworn law enforcement officer up to the top pay step of the CBA and thereafter proceed normally through the remaining steps.
- C. Vacation allowance may, at the discretion of the Chief of Police, be awarded, up to five (5) years of credited service, commensurate with their prior years of experience as a sworn law enforcement officer and thereafter follow current contract language.

Such newly hired sworn law enforcement officers will earn seniority as a new employee in accordance with Article IX – Seniority.

Section 6.07: The Village may establish the position of Patrol Sergeant(s) effective on or after January 1, 2019. Notwithstanding the language in Section 10.04. Selection, the position will be filled by the candidate selected in the sole discretion of the Chief of Police. The Patrol Sergeant(s) will be assigned the work schedule and shift hours as designated by the Chief of Police.

Patrol Sergeant will be paid at a salary four and one-half percent (4.5%) above the Top Patrol Officer.

Section 6.08: Officers and Sergeants may trade work days by mutual agreement with the written authorization of the Chief. The employees who agree to the trade shall honor the trade unless they mutually agree to cancel the trade and with the approval of the Chief.

ARTICLE VII - OVERTIME

Section 7.01: Daily and Weekly Workweek: The standard workweek or work schedule shall consist of six (6) on-duty days to be followed by three (3) rest days, 6-3, and 6-3. The on-duty workday shall be eight and one-half (8.5) hours per day, including a one-half (.5) hour paid lunch period during which time the employee shall be on call. The employee shall be allowed two (2) fifteen (15) minute paid breaks per shift. Under no circumstances shall an employee's shift be changed for disciplinary purposes. An officer may be assigned to a 5-2 work week at the discretion of the Police Chief. Any officer assigned to a 5-2/5-2 work schedule, and required to take Holidays off, shall be allowed to convert to pay up to ninety three and one-half (93.5) hours (11 days) of vacation annually, as an exception to Article 20 – Vacation, Section 20.02 of the Agreement - No Accumulation.

Assignment to the Detective position shall be in accordance with the Memorandum of Understanding agreed upon by the parties and attached hereto entitled “Detective Position.”

Section 7.02: Overtime: All employees who work in excess of their regular scheduled workday or work in excess of their regular workweek shall receive one and one-half (1.5) times the straight hourly rate for all overtime hours worked.

Section 7.03: Overtime Work Required: Whenever, in the judgment of the Police Chief, it is necessary to require employees to work overtime, employees will, if physically able, render overtime services. An employee may be excused from overtime work if not physically able to perform overtime work or because of a serious personal need of an emergency nature. In the event an officer is unable to perform overtime work, a written explanation shall be forwarded to the Police Chief or his/her designee as soon as practicable, upon return to duty.

Section 7.04: Computation: For the purpose of computing overtime pay, all hours paid shall be considered hours worked.

Section 7.05: Call-in Time: Employees called in to work on other than a regularly scheduled time shall be entitled to at least two (2) hours work, or pay therefore, at the appropriate

overtime rates of pay regardless of the length of time less than two (2) hours which they may work. The Village reserves the right to have the employee work the full two (2) hours. In the event the employee is released during the two (2) hour period and called back within the same two (2) hour period, any extension over said two (2) hour period shall be paid at the appropriate overtime rate of pay based upon the actual time worked. An employee shall not be entitled to the two (2) hour minimum when he/she reports early for a particular shift or remains after the end of his/her shift.

Section 7.06: Training School: Overtime earned as a result of attending required in-service training, required school sessions, or range-time outside the regularly scheduled work shift shall be paid at time and one-half (1.5).

Section 7.07: Court Pay: All employees who report for court duty during off-duty hours shall be compensated at the rate of one and one-half (1.5) times the employee's hourly rate, the minimum of which shall be two (2) hours at time and one-half (1.5). Any employee receiving notification of cancellation less than twenty-four (24) hours in advance shall receive the two (2) hours minimum call-in pay.

Section 7.08: Compensatory Time Off. In lieu of pay, employees may take their overtime pay in Compensatory Time Off (CTO).

CTO may be earned and maintained to a maximum of eighty-five (85) hours. Effective January 1, 2019, this will increase to one hundred and two (102) hours. Requests for CTO shall be granted by the Police Chief or his/her designee at their discretion.

ARTICLE VIII - SENIORITY

Section 8.01: Definitions: The date an employee is employed or re-employed in a regular full-time position shall become his/her seniority date.

Section 8.02: Application: Consistent with Article X, Promotion and Transfer, and Article XXII, Layoff - Recall, seniority shall apply in promotions, layoffs, recall from layoffs, and in filling vacant positions. Seniority shall be applied on a bargaining unit-wide basis.

Section 8.03: Loss of Seniority: There shall be no loss of seniority in the event of layoff of three (3) years or less, but seniority in the employment relationship shall be broken and terminated if an employee:

- A. Quits;
- B. Is discharged for just cause;

- C. Is absent from work for three (3) consecutive working days without notification to and approval by the Village unless unable to notify for physical or other reasonable excuse;
- D. Fails to indicate his/her intent to report to work within three (3) working days after having received notice of recall by certified mail, unless the employee involved has both notified the Village and received approval by the Village, or unless the employee is unable to notify the Village for physical or other reasonable excuse. The time limit contained herein may be extended by mutual agreement;
- E. Fails to report to work within three (3) days after termination of a leave of absence. The time limit contained herein may be extended by mutual agreement;
- F. Is retired;
- G. Is on layoff for more than three (3) years.

Section 8.04: Seniority Accrual: Seniority shall continue to accrue during periods of sick leave, Worker's Compensation, vacation, approved leave of absence, and for a period of up to three (3) years while an employee is on layoff.

ARTICLE IX - PROMOTION AND TRANSFER

Section 9.01: Posting: When the Village deems it necessary to fill a sworn vacancy within the bargaining unit caused by the retirement or termination of the incumbent employee, the creation of a new position or for whatever reason; the job vacancy shall be made known to all employees through job posting.

Section 9.02: Procedure: Job vacancies shall be posted on bulletin boards in convenient locations for at least five (5) consecutive workdays. The job posting shall set forth the job title, work location, scheduled hours, rate of pay, and a brief description of the job requirements and qualifications desired.

Section 9.03: Eligibility: Any employee interested in such vacancy may sign the job posting. Any employee shall be eligible to apply for a vacancy, except an employee who has been disqualified after a trial period for the specific vacancy.

Section 9.04: Selection: The selection of an applicant to fill a job vacancy within the bargaining unit, shall be made on the basis of skill, ability, and seniority; however, if the skill and ability of two (2) or more applicants is relatively equal, the employee with the greatest department seniority shall be chosen. The employee shall have a sixty (60) calendar day trial period in which

to prove his/her qualifications for the job. If during such sixty (60) calendar day trial period, the selected employee fails to make satisfactory progress to qualify for the new position, or if the employee elects to return to his/her former position, the employee may return to his/her former position and selection shall be made among the remaining employees who signed the posting according to the criteria set forth above. A dispute involving the qualifications of an employee may be submitted to the Grievance Procedure. Nothing contained herein shall prevent the Village from hiring a new employee to fill a promotion, such as for a Sergeant, where such new hire is more qualified on the basis of skill and ability than existing employees. In the event there are applicants from within the Department, the Village shall give existing employees first opportunity for any promotions or the filling of vacancies, before non-employee applicants. In order to determine skill and ability, nothing herein shall limit the Village from using examinations whether written or otherwise.

ARTICLE X - GRIEVANCE PROCEDURE

Section 10.01: Definition: The term "grievance" means a dispute between the Village and the Association concerning the interpretation, application or violation of this Agreement. All days referred to in this article shall be defined as Monday through Friday, excluding Saturdays, Sundays, and holidays listed in this contract. Furthermore, all time limits in this procedure may be extended by mutual agreement of the parties.

Section 10.02: Procedure: A grievance shall be handled in the following manner:

Step 1: An employee or Association representative who has a grievance shall within fifteen (15) working days from the date such grievance arises or from the date he/she has knowledge thereof report such grievance in writing, on the proper form as indicated in Appendix "C", to the Police Chief or his/her designee. The Police Chief or his/her designee shall respond in writing within ten (10) working days.

Step 2: If the grievance is not satisfied in Step 1, it shall be submitted to the Village Administrator or his/her designee, in writing, within ten (10) working days. The Village Administrator or his/her designee shall respond in writing within ten (10) working days.

Step 3: If the grievance is not satisfied in Step 2, it shall be presented to the Village Board, within ten (10) working days. The Village Board shall respond within ten (10) working days.

Step 4: Except in the case of discipline or discharge, if the grievant is not satisfied with the decision in Step 3, he/she may request that the grievance be determined by an arbitrator. Notification of this decision must be sent to the Village Personnel Committee Chair within ten (10) days of receiving the answer from the Village Board or within ten (10) days of when the answer from the Village Board was due.

Step 5: Arbitration: A grievance which cannot be settled through the above procedures may be submitted to a mutually agreeable arbitrator who shall be selected from the staff of the Wisconsin Employment Relations Commission (WERC). If the parties are unable to agree upon an arbitrator within fourteen (14) calendar days after the date of the Notice of Arbitration, either party may request a panel of five (5) staff arbitrators from the WERC. If WERC does not have five (5) staff arbitrators available to be included on a panel, a panel of three (3) staff arbitrators shall be requested. The Association shall have the first strike to remove an arbitrator from the list, with the Association and the Village alternating strikes thereafter until one name is left. The arbitrator selected from the WERC shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of the hearing the arbitrator shall render a written decision to both parties which shall be final and binding except for judicial review. The arbitrator shall have no authority to add to or modify the terms of this Agreement.

Section 10.03: Both parties shall be responsible for any and all costs and out-of-pocket expenses incurred by the individual party.

ARTICLE XI - DISCIPLINE

Section 11.01: Whenever an employee has reason to believe that discipline may result from a meeting with the Village or their designee, he/she shall have the right to have an

Association representative of his/her choice present if he/she so chooses. An Association representative may be present at the settlement of any disciplinary matters without loss of pay.

Section 11.02: All disciplinary suspensions, reductions in rank, or termination matters shall be subject to Wis. Stats. 62.13, by the Police and Fire Commission.

Section 11.03: Personnel Procedures:

- A. An employee shall have the right to inspect the entire contents of his/her personnel file as defined in Wisconsin Statutes 103.13, during the regular working hours of the Police Chief or his/her designee.
- B. An employee shall have the right to copies of any material placed in his/her file at no cost to the employee.

ARTICLE XII - INSURANCE

Section 12.01: Hospitalization: Employees shall be provided health insurance, single or family coverage. Effective January 1, 2016, the Village will pay eighty-eight percent (88.0%) of the premium for the lowest cost qualified plan in the Village's service area. Any employee who elects to take coverage other than the lowest cost qualified plan in the Village's service area will pay the amounts identified above in addition to the difference between the lowest cost qualified plan in the Village's service area and the plan the employee elects.

Section 12.02: The Village agrees to establish a program for employee payment of health insurance premium cost required by Section 13.01 of this Agreement which is qualified under Section 125 of the Internal Revenue Code.

Section 12.03: Life Insurance: The Village agrees to pay the premium for Wisconsin Public Employer's Group Life Insurance Program for all regular employees in an amount equal to one thousand dollars (\$1,000.00) of insurance for each one thousand dollars (\$1,000.00) of base salary, rounded to the next highest one thousand dollars (\$1,000.00).

Section 12.04: Retired Employees: Employees who retire shall be permitted to remain in the health plan in effect for bargaining unit employees, subject to the limitations of the insurance carrier, and at no cost to the Village.

Section 12.05: Long Term Disability Insurance: Effective as soon as possible following final ratification of this Agreement, the Village agrees that all eligible employees shall be enrolled in the Income Continuation Insurance program provided through the Wisconsin Retirement

System. It is further agreed that the Village shall pay the employer's share of the monthly premium.

ARTICLE XIII - RETIREMENT CONTRIBUTION

Section 13.01: The Village will contribute the employer's share of contribution to the Wisconsin Employee Retirement Fund. All employees will be required to pay the employee share, as set by the Wisconsin Retirement System, equal to that required of General Municipal Employees.

ARTICLE XIV - JURY DUTY

Section 14.01: Permanent full time employees will be granted time off with pay for jury service upon presentation of satisfactory evidence relating to the requirement to perform such service. Any compensation received, excluding mileage, for jury service will be paid to the Village Treasurer/HR Assistant. Employees will report for work if excused from jury service four (4) hours or more prior to the end of the scheduled workday.

Section 14.02: Permanent full-time employees will be granted time off with pay for the purpose of appearing as a witness in legal proceedings, if subpoenaed to appear by or on behalf of the Village. Any witness fee received, exclusive of mileage allowance, will be immediately paid to the Village Treasurer/HR Assistant.

Section 14.03: Part-time employees will be provided with the regular rate of pay, for the purpose of appearing as a witness in legal proceedings, if subpoenaed to appear by or on behalf of the Village. Any witness fee received, exclusive of mileage allowance, will be immediately paid to the Village Treasurer/HR Assistant.

ARTICLE XV - SICK LEAVE

Section 15.01: Annual Cumulative: All regular full-time employees are allowed eight and one-half (8.5) hours of sick leave credits per month of employment, cumulative to a maximum of one thousand twenty (1,020) hours.

Section 15.02: Purpose: All employees covered by this Agreement shall be entitled to use earned sick leave credits without loss of pay when absence from work is required because of personal illness or injury. However, sick leave credits may be used for doctor and dentist appointments for the employee, if such appointment can only be arranged during working hours.

Section 15.03: Notice: Employees unable to report for work at the designated time due to illness, shall so notify their immediate supervisor or the Police Department member so directed to call, at a minimum of two (2) hours in advance of the start of their shift.

Section 15.04: Regulation: Employees may be required, if requested, to furnish a doctor's certificate or other evidence of illness, after absence of three (3) consecutive workdays.

Section 15.05: Previously Accumulated Sick Leave: Previously accumulated sick leave credits shall not be terminated during any period of approved leave of absence. Should any employee be laid off, previously accumulated sick leave credits shall continue in effect if he/she is re-employed.

Section 15.06: Records: The Village shall prepare a record stating the accumulated sick leave credits of each employee, and said record may be inspected by an employee or by the Association at the Village Treasurer/HR Assistant's office during normal business hours.

Section 15.07: Sick Leave Conversion: Employees who retire or die shall receive one hundred percent (100%) of their accumulated sick leave credits converted to its monetary value at the employee's last rate of pay to be held by the Village and utilized for the sole purpose of paying health insurance premiums for themselves and/or their dependents. Said premium payments must be to a qualified plan, as defined by federal law and of the ex-employees' choosing and, as such, may include the Village's plan, a spouse's plan or a plan purchased by the employee. Where it is to a plan other than the Village's plan, the ex-employee must submit proof of participation and cost. In the event the employee dies before the funds are exhausted, the funds shall be used to continue the payment of the premiums for the employee's spouse, if applicable. If the employee and spouse (if applicable) both die before the funds are exhausted, the remaining monies shall be paid to the estate of the employee or spouse.

Section 15.08: Family and Medical Leave Act (FMLA) and Sick Leave: It is understood that Family and Medical Leaves (FMLA), Medical Leaves of Absence and contractual sick leaves shall be considered to run concurrently unless mutually agreed otherwise by the parties.

ARTICLE XVI - BEREAVEMENT

Section 16.01: Full-time employees will be granted three (3) days off with pay for time lost in bereavement of spouse, parents, son, daughter, brother, sister, other household members, grandparents, and grandchildren of the employee or spouse or one (1) day with pay for time lost in bereavement of aunts, uncles, nieces, nephews or cousins of the employee or spouse. Time

taken hereunder shall not be charged against accrued sick leave or vacation; however, employees may extend the time off for bereavement leave by using accrued sick leave.

ARTICLE XVII - MILITARY LEAVE

Section 17.01: Employees who are members of the National Guard or Military Reserve shall be granted temporary leaves of absence when called to perform military duty, in accordance with applicable law.

ARTICLE XVIII - LEAVES OF ABSENCE

Section 18.01: Application: An employee wishing to apply for an unpaid leave of absence, for reasons other than specifically provided for in this Agreement, will make written application to the Village Board at least thirty (30) days prior to the date upon which the leave is to begin unless otherwise provided for under state and federal family or medical leave FMLA laws.

Section 18.02: Reason: The decision to grant a leave of absence is a matter within the discretion of the Village Board. The length of an authorized leave of absence is contingent upon the reason for the leave.

Section 18.03: Other Employment: No leave of absence will be used for the purpose of seeking other employment; and anyone taking other employment while on a leave of absence will be considered to have quit.

Section 18.04: Medical Insurance: If a leave of absence is authorized for other than medical reasons, the Village will pay hospitalization and medical insurance premiums, as provided in Article XIII, on behalf of the employee for one (1) calendar month succeeding the month in which the leave of absence began.

ARTICLE XIX - VACATIONS

Section 19.01: Annual: All regular full-time employees in the bargaining unit will receive vacations with pay in accordance with the following schedule:

After 1 year of service	93.5 hours of vacation
After 5 years of service	144.5 hours of vacation
After 10 years of service	195.5 hours of vacation
After 20 years of service	238 hours of vacation

On their anniversary dates, employees will be credited with the number of vacation hours, authorized on the basis of the employees' years of service.

Section 19.02: No Accumulation: All vacations shall be taken on an employment year basis and shall not accumulate from year to year. Vacation days not taken before an employee's anniversary date in the subsequent calendar year will be considered lost. If a vacation is denied or cancelled for exigent circumstances; up to twenty-five and one-half (25.5) hours may be carried over to the following year; and requests to carry over more than twenty-five and one-half (25.5) hours to the following year shall not be unreasonably denied by the Village.

Section 19.03: Schedule: The Police Chief will determine when vacation periods may be granted; being guided by the practical considerations involved in the efficient operation of the department and giving due consideration to the convenience of employees. Choice of vacation periods will be by overall bargaining unit seniority within the classification within the department. Employees may not take vacation time in increments of less than four (4) hours.

Section 19.04: Anniversary Date: The date of hire will be the vacation anniversary date for all employees.

Section 19.05: Scheduling Procedure: The Police Chief will post not later than January 1st, a vacation roster in order that the employees may schedule in advance, and have knowledge of those weeks open or closed. The vacation schedule will be completed by March 1st annually.

Section 19.06: Trades: Employees may trade scheduled vacation periods with approval of the Police Chief.

Section 19.07: Termination: Any employee who leaves the service of the Village as the result of resignation, retirement, layoff, or death, will be credited with all remaining vacation days in his/her vacation bank. In addition, said employee shall be credited with a pro-rated amount of vacation days that would have been credited to the employee's bank on the next anniversary date, measured from the employee's anniversary date to the date the employment terminates.

ARTICLE XX - HOLIDAYS

Section 20.01: Schedule: All regular full-time employees covered by this Agreement shall be granted eleven (11) days each year. Employees wishing to take scheduled time off for a holiday shall request such time which may be granted at the discretion of the Police Chief or his/her designee. Employees are required to use at least 4 holidays as scheduled time off. Starting in 2026, employees are required to use at least 6 holidays as scheduled time off per year. All scheduled time off for holidays must be approved in advance by the Police Chief or his/her designee. All employees scheduled to work a 6-3, 6-3 work schedule shall be entitled to eight

and one-half (8.5) hours pay at their regular straight-time rate for those holidays which were not otherwise taken as scheduled time-off with pay. Such payment will be made in a lump sum, payable to the employee, in the first pay period of December of each year. This shall be a separate payment for holidays only.

The parties understand and agree that this annual December holiday payment shall be paid on a pro-rated basis for new hires, or for employees whose employment has terminated, or who are placed on an unpaid leave of absence prior to the end of the calendar year. Said prorated payout shall be on the basis of one-twelfth (1/12) of the payout to be paid for each month worked during the calendar year. A month shall be considered worked provided the employee either began prior to the 15th of the month or worked past the 15th of the month in the event his/her employment is terminated or he/she is placed on an unpaid leave of absence. In any event, an employee who commenced work in the month of January of the then applicable calendar year shall receive all twelve (12) months of said holiday pay. The parties agree that the holidays shall be as follows:

New Year's Day	Good Friday	Thanksgiving
Day after Thanksgiving	Memorial Day	Christmas Eve Day
Independence Day	Christmas Day	Labor Day
New Year's Eve Day		

In addition to the above ten (10) holidays, employees shall be entitled to take one (1) floating holiday at a time mutually agreed upon by the Police Chief and employee. The accrual of hours for these floating holiday hours shall be on a pro-rated basis for new hires, or for employees whose employment has terminated, or who are placed on an unpaid leave of absence. Said pro-rated payout shall be on the basis of one-twelfth (1/12) of the payment to be paid for each month worked during the calendar year.

If an employee works a full shift on a holiday which does not fall on one of his/her scheduled workdays, he/she shall receive twelve and 3/4 (12.75) hours of pay in addition to his/her regular monthly salary. If less than a full shift, i.e., eight and one-half (8.5) hours, are worked on such holidays, a proportionate amount shall be paid.

If an employee is scheduled to work on a holiday, all hours worked in addition to the regular shift shall be paid at one and one-half (1.5) times the employee's regular hourly wage.

The above language shall not be construed to apply to officers scheduled to work at 5-2, 5-2 or 5-2, 5-2, 4-3 work schedule. Such employees shall receive the above-named holidays off

with pay and, in addition, shall receive one (1) additional personal holiday to be taken at a mutually agreeable time. Provided further that when such employees work on a holiday, they shall be paid at one and one-half (1.5) times their regular rate of pay for all hours worked on said holiday. For employees working a 5-2 or 5-2, 5-2, 4-3 workweek, when a holiday falls on an employee's regular off day, the holiday shall be celebrated on the nearest scheduled workday. In addition, if Memorial Day or Labor Day falls on an employee's regular off day, the holiday shall be celebrated on the preceding Saturday.

Section 20.02: An officer assigned to a 5-2 or 5-2, 5-2, 4-3 work schedule shall be allowed “float” and take in the same manner as compensatory time off the following four Holidays:

Good Friday Day after Thanksgiving Christmas Eve Day New Year’s Eve Day

ARTICLE XXI - LAYOFF – RECALL

Section 21.01: Layoff: All layoffs will follow the following steps:

- A. All casual, temporary, seasonal, and probationary employees will be laid off first unless no employees with seniority are qualified to perform the available work.
- B. When the work force is reduced, such a reduction will be by seniority and the ability to perform the available work. Employees affected by the reduction will be assigned to replace the most junior employee on a previously held job classification for which they have established qualifications.
- C. Employees unable to exercise seniority on previously held job classifications, will be assigned to replace the most junior employee on the next lower classification for which they are qualified.
- D. Employees unable to exercise seniority on previously held job classifications, shall be assigned to a classification for which they are qualified, starting with the classification held by the most junior employee in the bargaining unit.
- E. Employees unable to exercise seniority in any of the above steps will be laid off.

- F. Employees refusing to accept assignments as detailed above or to exercise seniority rights to available openings to avoid layoff, will be considered as having quit.
- G. It is expressly understood that any part-time employee who is subject of any layoff may displace a full-time employee of lesser seniority in accordance with the layoff provisions outlined above. The part-time employee, however, must assume the full-time duties of the displaced employee.
- H. While under the terms of this Agreement, it may be possible for an employee on layoff to displace another employee of lesser seniority, the employee on layoff may exercise seniority rights only if he/she is qualified to perform the essential duties of the job.
- I. The employee affected by layoff and the bargaining unit will be notified at least two (2) weeks before the end of the affected employee's last work shift. The affected employee will have forty-eight (48) hours within which to exercise his/her seniority rights as defined herein.
- J. The term "qualified" as used herein means that any employee is currently qualified to assume and perform the essential duties of the position he/she is assuming. Qualifications will be determined by the Village of Jackson in light of the job description, requirements, and history of the position. Nothing contained herein will require the Village of Jackson to train, prepare, or otherwise qualify employees for positions which they are not qualified for at the time of a layoff. Any dispute over the qualifications of an employee will be subject to the grievance procedure.

Section 21.02: Recall: The last person laid off will be the first person re-employed, provided that the person is qualified to do the available work. An employee has recall rights under this Agreement for a period of three (3) years from the date of layoff.

Any notice of recall will be considered received when mailed, certified mail, return receipt requested, to the last known address of the employee as stated on the Village records. It will be the responsibility of the employee on layoff to keep the Village advised of his/her current address.

Employees who decline recall or who fail to respond or return to work within three (3) days of notification will be presumed to have resigned from their position and will no longer be entitled to recall rights. In the event a recalled employee is unable to report to work within fifteen (15) calendar days because of sickness or injury, the Village will give notice of recall to the next eligible employee. The recalled employee who was unable to report for work will be the next employee recalled.

Section 21.03: Seniority: The layoff and recall procedures specified in this Article shall be made on the basis of an employee's seniority within the bargaining unit.

ARTICLE XXII - CLOTHING ALLOWANCE

Section 22.01: The Village shall provide each full-time employee and each part-time employee with a complete uniform, as listed in Appendix "B". Items listed in Appendix "B" shall be considered the property of Village. Purchases under this section must be approved by the Police Chief.

ARTICLE XXIII - MISCELLANEOUS

Section 23.01: Mileage Reimbursement: When an employee is required to use his/her private vehicle in the performance of official Village business, a per-mile reimbursement will be paid to the employee in accordance with the amounts established by current and applicable Village policies. Said amount shall be not less than the current IRS rate per mile.

Section 23: Residency: The Village shall adopt no residency rule during the term of Agreement.

Section 23: Uniform Cleaning: Any articles of clothing, identified in Appendix B, which require dry-cleaning, shall be cleaned at no cost to the employee. Clothing in need of cleaning shall be brought to the department so it may be cleaned and returned to the employee.

ARTICLE XXIV - SAVING CLAUSE

Section 24.01: If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement will not be affected thereby, and shall remain in full force and effect.

ARTICLE XXV - NO STRIKE

Section 25.01: The Association agrees not to engage in or condone any illegal job action and the Village agrees not to lock out employees during the term of this Agreement. Neither the Association or any of its officers, agents, or police department employees will instigate, promote, encourage, sponsor, engage in, or condone any strike, picketing (except for informational picketing,) slowdown, concerted work stoppage, sympathy strike, or other intentional interruption of work during the term of this Agreement and until a successor Agreement is ratified by both parties.

Section 25.02: Upon notification by the Village to the Association that certain members are engaged in violation of this provision, the Association shall immediately, in writing, order such members to return to work, provide the Village with a copy of such order, and the responsible official from the Association shall publicly order them to return to work. In the event a strike or other violation not authorized by the Association occurs, the Association agrees to take all reasonable, effective, and affirmative action to secure that the members return to work as promptly as possible.

ARTICLE XXVI - PART-TIME EMPLOYMENT

Section 26.01: Employees are allowed to obtain part-time employment with another employer other than the Village upon the following conditions:

- A. Written notification of the time of commencement of part-time employment and filed with the Police Chief prior to the commencement of employment.
- B. Name of part-time employer and proposed hours worked shall be filed with the Police Chief, in writing, prior to the commencement of employment.

Section 26.02: No part-time work shall be secured by any employee without the approval of the Police Chief. Any such part-time work approved shall not interfere with the employee's full-time occupation with the Jackson Police Department. If such employment interferes in any way with the employee's duties with the Jackson Police Department, in the judgment of the Police Chief, said employee shall terminate his/her employment immediately upon written order of the Police Chief.

ARTICLE XXVII - EDUCATIONAL INCENTIVE

Section 27.01: In order to furnish an incentive for employees who desire to participate in criminal justice educational programs on their own time, an educational incentive program is hereby established.

Section 27.02: All employees who desire to participate in this program shall submit their request to the Village for approval, stating the school which they desire to attend, the subjects of instruction, the number of credits, and the tuition costs for such attendance.

Section 27.03: Upon successful completion of each course, the employee shall present to the Village an official school record indicating at least a "C" or 2.0 on a 4.0 scale in the subjects taken in that semester together with an application for reimbursement of the tuition costs by the Village. In addition, the employee shall submit documentary evidence indicating that the tuition costs have been paid by him/her.

Upon compliance with the provisions of this section, reimbursement of the tuition costs shall be made by the Village, to a maximum of five hundred dollars (\$500.00) per year. No reimbursement shall be made for tuition costs which have been paid under any veterans benefit program or other program of a similar nature.

ARTICLE XXVIII - DUTY INCURRED DISABILITY PAY

Section 28.01: All employees who sustain an injury or illness while performing with the scope of their employment as provided by Chapter 102 of the Wisconsin Statutes, Worker's Compensation, shall receive full pay in lieu of worker's compensation payments for the period of time they are temporarily totally or temporarily partially disabled because of said injury. The employee shall remit to the Village his/her worker's compensation check and receive his/her regular Village check.

ARTICLE XXIX – FITNESS INCENTIVE PROGRAM

Section 29.01: Participation: The physical fitness program shall be voluntary. Participation eligibility shall include Jackson Police Department personnel within the bargaining unit, as well as the Lieutenant and Police Chief.

Section 29.02: Frequency: The test will be given twice per year, once in the spring and once in the fall. Personnel will be notified at least one (1) month in advance of the actual test dates if practicable.

Section 29.03: Medical Certification. All employees are responsible for determining their fitness to participate in the testing process.

Section 29.04: Fitness Coordinator. The physical fitness coordinator(s) designated by the Chief of Police will be the coordinator(s) for the physical fitness testing. The coordinator(s) will conduct the actual testing and certify the test results.

Section 29.05: Assessment Testing. The physical fitness program shall contain five (5) tests.

- a. Cardiovascular Endurance - 1.5 mile run
 - i. Test will be conducted on a circular track or other suitable area
 - ii. Each participant will be timed for a distance of 1.5 miles
 - iii. A time of 16:57 or less is a passing score
- b. Upper Body Strength – Push-Ups
 - i. One minute time limit
 - ii. 23 push-ups within the time limit is a passing score
- c. Abdominal Strength – Sit-Ups
 - i. One minute time limit
 - ii. 30 sit-ups within the time limit is a passing score
- d. Anaerobic Power – Vertical Jump
 - i. While standing, both arms outstretched overhead next to wall will determine starting point.
 - ii. Vertically jump with arm reaching as high on the wall as possible
 - iii. Best of three attempts will be scored
 - iv. A jump height of 14 inches or more is a passing score
- e. Anaerobic Power – 300 Meter Run
 - i. Test will be conducted on a circular track or other suitable area
 - ii. Each participant will be timed for a distance of 300 meters
 - iii. A time of 68 seconds or less is a passing score

Section 29.06: Benefits and Incentive. Officers who choose to participate must take the assessment at least once per year. Officers who do not pass all tests in the spring and choose to try again in the fall must retake all tests. If an officer fails to pass all tests in both attempts, the better score will stand.

If all tests are passed, a fitness incentive of \$600 will be paid to the officer. If all but one (1) test is passed, a fitness incentive of \$300 will be paid to the officer. If all but two (2) tests are passed, a fitness incentive of \$250 will be paid to the officer. The better of the two (2) aggregate tests, during the spring or the fall, is the test that stands, not the individual tests within the fall or spring test. Officers are not eligible to earn two (2) incentives (i.e. pass all tests in the spring and fall and get \$1,200).

Employees who voluntarily participate in the program and achieve a level of passing or acceptable as listed above shall receive their designated fitness incentive on the first paycheck in December of each year. An employee who resigns, retires, or is terminated within eight (8) weeks of testing will forfeit the incentive reimbursement.

Section 29.07: Physical Fitness Test Result Records. The recorded test results of the employees who voluntarily participate in the physical fitness program shall be kept in a location consistent with current personnel records retained by management. The employer agrees that the test results and the participation of an employee in the voluntary physical fitness program shall not be used as a criteria for any future promotions or assignments.

ARTICLE XXX - DURATION OF AGREEMENT

Section 30.01: This Agreement shall become effective January 1, 2025 and continue until December 31, 2028 and shall be considered automatically renewed from year to year for successive one (1) year periods thereafter, unless by July 1st of the year terminating the contract, either party shall serve written notice upon the other that it desires to renegotiate, revise, or modify this Agreement.

Executed at Jackson, Wisconsin this _____ day of _____, 202__.

Wisconsin Professional Police
Association, Law Enforcement
Employee Relations Division

Village of Jackson

WPPA/LEER Representative

Village President

Jackson Professional Police Association

Village Administrator

APPENDIX A

POLICE DEPARTMENT WAGE SCALE

PATROL OFFICER

First full pay period after dates listed below:

	1/1/2025	1/1/2026	1/1/2027	1/1/2028
	4%	4%	4%	4%
Start	\$70,055	\$72,857	\$75,771	\$78,802
1 year	\$74,092	\$77,056	\$80,138	\$83,344
2 year	\$78,126	\$81,251	\$84,501	\$87,881
3 year	\$82,160	\$85,446	\$88,864	\$92,419
4 year	\$86,195	\$89,643	\$93,229	\$96,958
5 year	\$90,230	\$93,839	\$97,593	\$101,497

PATROL SERGEANT

	\$94,291	\$98,063	\$101,986	\$106,065
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Note: FTO Pay: Any officer assigned to train a new officer will be compensated \$2.00 per hour for each hour of actual training time with the new officer.

Detective Pay: Any officer assigned to the Detective position in accordance with Section 8.01 and the attached Memorandum of Understanding – Detective Position will be paid as follows while assigned to the Detective position:

Start rate – 2.5% above the employee's current officer step rate; 3.0% above the employee's current officer step rate after 2 years of Detective service; 4.0% above the employee's current officer step after 4 years of Detective service.

APPENDIX B

UNIFORM ALLOWANCES

All employees of the department shall receive an initial issue of full-paid uniforms as follows:

Police Officer (Full-time)

One (1) summer hat

One (1) winter hat

One (1) summer jacket

One (1) winter jacket

Four (4) summer trousers

Three (3) summer short sleeve shirts

Three (3) winter long sleeve shirts

One (1) Sweater

Two (2) ties

One (1) belt including holster, ammo pouches, flashlight holder and handcuff case (for belt or vest)

One (1) ballistic vest (interior or exterior carrier)

One (1) department approved firearm

One (1) pair boots

One (1) pair shoes

APPENDIX C

**WISCONSIN PROFESSIONAL POLICE ASSOCIATION
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION**

GRIEVANCE FORM

Grievance No.:

Date of Grievance:

WPPA/LEER Local:

Name of Grievant:

Contract Sections Violated, (including but not limited to):

Describe Grievance:

Remedy for Grievance:

Grievant:

WPPA/LEER Representative:

MEMORANDUM OF UNDERSTANDING

Detective Position

“The parties agree to the creation of a temporary Detective position in accordance with Section 8.01 of the Collective Bargaining Agreement (CBA).

The terms and conditions of the Detective position shall be as follows:

1. This memorandum shall be in effect for the duration of the CBA and continued thereafter until such time as a new CBA is agreed upon or the parties mutually agree to the contrary. Continuation of this memorandum from CBA to CBA will be subject to normal bargaining.
2. Officers will be given an opportunity to express their interest in filling this position. The final selection will be at the discretion of the Chief. Further, the Chief will retain the authority to terminate the position at his/her discretion. At such time, the officer so relieved from the position will then assume whatever patrol shift is vacant at the time and will be eligible to pick the following year's shift preference in accordance with the CBA.
3. The hours of work will normally be 8:00 a.m. to 4:00 p.m. Monday through Friday and this work schedule constitutes the status quo. The work schedule will be set by the Chief on an annual basis. The Chief will authorize annually whether the schedule will be a 5-2, eight hour day or a 5-2, 5-2, 4-3 eight and one half hour day. The Chief will set the work schedule for the 4-day week as to the days to be worked that week. For 2025, the schedule will be a 5-2, 5-2, 4-3 eight and one half hour day. The Chief will notify the Union annually of the days to be worked, prior to the commencement of vacation selection. The schedule shall not be changed for punitive purposes. The Detective will be expected to handle routine patrol duties as the investigative case load permits. This assignment may include working 1st or 2nd shift to cover vacation or sick time.
4. The Detective is expected to make schedule changes outside of the 8:00 a.m. to 4:00 p.m. schedule to accommodate investigative duties, including interviews, appointments, and the like. Such schedule adjustments will not be paid as overtime. However, work beyond the normal shift hours of 8 hours or on a scheduled day off will be paid as overtime to the extent provided for in the CBA.
5. Subject to approval by the Chief, budgeted uniform funds can be utilized to purchase a reasonably priced “ensemble” of plain clothes, including leather goods, to accommodate plain clothes work.

This Memorandum of Agreement will be attached to and made a part of the CBA, as set forth above.”

Village of Jackson

WPPA

MEMORANDUM OF UNDERSTANDING BETWEEN
THE VILLAGE OF JACKSON AND
THE JACKSON PROFESSIONAL POLICE ASSOCIATION

OFFICER-IN-TRAINING POSITION

WHEREAS, the Village of Jackson (the “Village”) and the Wisconsin Professional Police Association, Law Enforcement Employee Relations Division on behalf of the Jackson Professional Police Association (the “Association”) are parties to a Collective Bargaining Agreement; and

WHEREAS, the Association and the Village desire to create an Officer-in-Training position for noncertified hires as sworn law enforcement officers who are or will attend the Academy; and

WHEREAS, the Village and the Association mutually recognize that, if these individuals are treated as members of the collective bargaining unit, certain provisions of such Agreement shall not apply to the Officer-in-Training position; and

WHEREAS, the parties desire, through this Memorandum of Understanding, to specify the provisions of the Collective Bargaining Agreement that shall not apply to the Officer-in-Training position or that shall differ from the Collective Bargaining Agreement during the time the sworn employee is in the Officer-in-Training position, as well as any other unique terms and conditions of employment that pertain to such position.

NOW, THEREFORE, the Village and the Wisconsin Professional Police Association, Law Enforcement Employee Relations Division, on behalf of the Association, agree as follow:

1. Wages. Sections, 6.01 and 6.05 Article VI, Wages and Appendix A shall not apply to the Officer-in-Training position. The hourly wage paid to the Officer-in-Training position shall be Eighty Percent (80.00%) of the current “Start” step under the Patrol Officer wage scale contained in Appendix A. Sections, 6.01 and 6.05 Article VI, Wages and Appendix A shall apply to an individual serving in the Officer-in-Training position when they transition into the position of Sworn Law Enforcement Officer, which shall occur the day after they successfully complete the Academy.
2. Hours of Work and Overtime. Article VII, Overtime shall not apply to the Officer-in-Training position. The Officer-in-Training position shall be a full-time position, earning overtime at time-and-one-half the position’s regular hourly rate of pay for each hour worked beyond 171 hours in a 28-day work period, in accordance with 29 C.F.R. § 553.201(7)(k). The Chief of Police shall set hours of work which may generally follow patterns of Academy-required instruction. The position shall not be eligible for contractual overtime, call-in pay, or any other pay differential encompassed in Article VII, Overtime. Article VII, Overtime shall apply to an individual serving in the Officer-in-Training position when they transition into the position of Sworn Law Enforcement Officer, which shall occur the day after they successfully complete the Academy.

3. Sworn Law Enforcement Probationary Period. Section 5.01 of Article V, Probationary Period shall not apply to the Officer-in-Training position, meaning the probationary period identified under such Section 5.01 for each individual serving in the Officer-in-Training position shall not begin tolling until the day after they successfully complete the Academy (*i.e.*, the Section 5.01, Article V probationary period shall not apply nor begin tolling until the individual's first day as a Sworn Law Enforcement Officer).
4. Officer-in-Training Probationary Period. Individuals serving in the Officer-in-Training position shall serve a separate, standalone probationary period from the date of hire through the entirety of their enrollment at the Academy and until the first day after they successfully complete the Academy, which means that such individuals serve the Village as at-will employees not subject to just cause protections under Section 62.13, *et seq.* of the Wisconsin Statutes or the protections under Section 11.02 of Article XI, Discipline. The Officer-in-Training probationary period shall be separate and apart from the one-year probationary period served by Sworn Law Enforcement Officers under Section 5.01 of Article V, Probationary Period.
5. Transition from Officer-in-Training to Sworn Law Enforcement Officer. An individual serving in the Officer-in-Training position shall not be eligible to continue employment with the Village beyond their attendance at the Academy if they fail to successfully complete the Academy within the time parameters set forth by the Village.
6. Leaves of Absence. Article XVIII, Leaves of Absence shall not apply to the Officer-in-Training position, meaning Article XVIII, Leaves of Absence shall not apply until the day after individuals serving in the Officer-in-Training position successfully complete the Academy. During this period of time, individuals serving in the Officer-in-Training position shall be granted a leave of absence or provided subsidization of health insurance costs only to the extent required by applicable law and as determined by the Village and the Village's insurance carriers, and any compensation paid or health insurance subsidies provided to individuals serving in the Officer-in-Training position while out on such leave of absence shall only be in accordance with applicable law and as determined by the Village and the Village's insurance carriers.
7. Travel to and from State Academy. Only if applicable under law, individuals serving in the Officer-in-Training position shall not be compensated for time spent traveling to and from the State Academy.
8. Seniority. Section 8.01 of Article VIII, Seniority, shall immediately apply to individuals serving in the Officer-in-Training position, meaning the Village's official date of hire of an individual serving in the Officer-in-Training position shall serve as that respective individual's seniority date under Article VIII, Seniority, and such seniority date shall continue to exist and be utilized by the Village and the Association throughout the remainder of that respective individual's career with the Village as a sworn law enforcement officer, provided such individual would not otherwise have a loss of seniority under Section 8.03 of Article VIII, Seniority during their law enforcement career with the Village.

Governing Nature. Upon execution, this Memorandum of Understanding shall become the status quo and is to be fully incorporated into the parties' successor Collective Bargaining Agreements unless modified by the parties during bargaining. All other terms and conditions of the parties' Collective Bargaining Agreement shall apply. If there are conflicts between the Collective Bargaining Agreement and this Memorandum of Understanding, the terms of this Memorandum of Understanding shall govern.

MEMORANDUM OF UNDERSTANDING
BETWEEN
VILLAGE OF JACKSON
AND THE
JACKSON PROFESSIONAL POLICE ASSOCIATION, WPPA LEER

As of full and final execution, this Memorandum of Understanding (hereinafter “the MOU”) is entered into by and between the **VILLAGE OF JACKSON** (hereinafter “the Village”) and the **JACKSON PROFESSIONAL POLICE ASSOCIATION, WPPA LEER** (hereinafter “the Association”).

WHEREAS, the Village and the Association realize it is in both parties’ interests to establish a K9 Unit and to comply with the requirements of the Fair Labor Standards Act (FLSA) to compensate the K9 handler.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree to the following, effective upon ratification of this MOU:

- A. The Chief of Police may adjust the K9 handler’s work schedule to accommodate the time needed to train the K9, to provide veterinary care for the K9, to work special assignments, to attend community events, and to perform any other duties that meet the needs of the Village. Further, the K9 handler agrees that he or she shall be assigned a shift by the Chief of Police. It shall be recognized that the long-term viability of the K9 program is enhanced by the judicious expenditure of overtime.
- B. The K9 handler will be compensated in the following manner for the daily/routine care, feeding, training, and/or grooming of the K9: The K9 handler’s shift consists of 8 hours of normal duties and 30 minutes for the daily/routine care, feeding, training, and/or grooming of the K9. The last 30 minutes of his/her shift is solely for the daily/routine care, feeding, training, and/or grooming of the K9. These tasks can be performed either at the Police Department or at the handler’s residence. If the K9 handler is assigned to a task other than care, feeding, training, and/or grooming of the K9 after completing 8 hours of normal duties during a shift, the K9 handler shall be compensated with overtime at 1 ½ times the K9 handler’s regular rate of pay for all such time worked. If the K9 handler is not required to provide care, feeding, training, and/or grooming to the K9 for one or more entire days because the K9 is under alternative, full-time care (*e.g.*, boarding, long-term medical care, etc.) at Village expense, the K9 handler shall be required to work a full 8.5-hour shift consisting of normal law enforcement duties.
- C. The K9 handler shall receive 30 minutes of compensatory time on his/her regularly scheduled off days for daily/routine care, feeding, training, and/or grooming of the K9. The K9 handler will not be compensated for daily/routine care, feeding, training, and/or grooming of the K9 during periods of time when the K9 is under alternative, full-time care (*e.g.*, boarding, long-term medical care, etc.) at Village expense and, as a result, the K9 handler is not responsible for K9 care, feeding, training, and/or grooming. If the K9 handler utilizes paid time off, they shall utilize 8.5 hours of paid leave time when the K9 is under alternative, full-time care at Village expense for the entire off day, and they shall utilize 8 hours of paid leave time when the K9 is under the handler’s care for the entire off day.
- D. The parties agree the compensation identified in this MOU is more than sufficient to cover any amount that may be claimed by the K9 handler for hours worked for the daily/routine care, feeding, training, and grooming of the K9.

- E. The K9 handler may be relieved of his/her assignment at any time by the Chief of Police, or upon the Village's decision to discontinue the K9 program or to assign any non-bargaining unit member as the handler. It is understood that the handler accepts the assignment with the understanding the handler may need to remain in that assignment for the service life of the assigned K9. Upon the retirement or removal of the K9, the handler will not automatically be assigned another K9, nor will the K9 Program automatically continue.
- F. The handler shall return all equipment and property of the Village at the conclusion of the assignment or at the request of the Chief of Police. If the K9 retires from service for any reason (age, disability, etc.) while the handler remains an employee in good standing with the Department, as determined in the Chief of Police's or his/her designee's sole discretion, the handler shall be permitted the right of first refusal to purchase the K9 from the Village upon its retirement for \$1.00 and, upon doing so, assume all liability and costs associated with ownership, care, and maintenance of the K9. Similarly, if the handler separates from the Department in good standing, as determined in the Chief of Police's or his/her designee's sole discretion, and the separation results in the end of the K9's useful service life, the handler shall be permitted the right of first refusal to purchase the K9 from the Village upon the handler's separation for \$1.00 and, upon doing so, assume all liability and costs associated with ownership, care, and maintenance of the K9. If the handler is not in good standing, either at the time of the K9's retirement from service or the handler's separation, the Village shall retain full and unfettered ownership of the K9. Likewise, if the K9 still has a useful service life at the time of the handler's separation, the Village shall retain full and unfettered ownership of the K9 regardless of whether the handler separated in good standing.
- G. This MOU shall remain in effect until the K9 program is discontinued or at the time a new K9 handler is assigned, whichever comes first. Changes to the terms of this MOU may be implemented solely by mutual, written agreement between the Association and the Village.

Village of Jackson

Jackson Professional Police Association, WPPA LEER

Date Signed: _____

Date Signed: _____

AGREEMENT FOR 2025 JACKSON FIRE DEPARTMENT SERVICES

THIS AGREEMENT made this 13th day of November 2024, by and between the **Village of Jackson Fire Department** of the Village of Jackson, Washington County, Wisconsin, hereinafter called the Village, and the **Town of Polk**, Washington County, Wisconsin, hereinafter called the Town.

WITNESS:

1. That for a valuable consideration, the terms of which are more particularly provided for in paragraph two (2) of this agreement, the Village will furnish firefighting protection and emergency medical service to designated sections located in the Town for the period of one year, commencing on the 1st day of January, 2025 and ending on the 31st day of December, 2025, and from year to year thereafter unless notice in writing by either party upon the other signifying the intention of terminating this agreement is served by registered mail on or before 360 days before the expiration of such original term or renewed term.
2. That in consideration therefore the Town shall pay the Village for the twelve months commencing on January 1, 2025, and terminating on December 31, 2025, for such protection, the sum of \$108,959.96. Said charge to cover all calls for the period and such principal sum shall be paid as follows: \$27,239.99 on March 7, \$27,239.99 on June 6, \$27,239.99 on September 5, and \$27,239.99 on December 5, 2025.
3. The Village shall invoice the Town for the installments due. An itemized statement and record of fire and EMS calls shall be sent to the Town on a quarterly basis.
 - A. Except that in the case of a car fire or when in the opinion of the Fire Chief or his authorized assistant or other law enforcing agency, that the cause of a fire has been caused by negligence, nonfeasance, malfeasance or any other cause of a suspicious or legally questionable nature, the Village shall within five (5) days after answering the call, forward a copy of the fire report, to the Town Clerk, setting forth the fire facts, the car's owner or renter, length of service in hours, the type of fire cause if possible, and in case of suspicion or questionability of such case, to so state therein, setting forth the reasons therein.
 - B. A further consideration of this agreement is that if the Village operates an emergency medical service, this service be made available to all residents of the Town on a fee basis equal to that charged residents of any other municipality served by the Village, and further that emergency ambulance and/or rescue squad service rendered by the Village to persons injured in accidents on highways or from other causes within the Township be collected according to provisions of existing statutes, laws and ordinances of the State of Wisconsin, Washington County, Wisconsin, and the Village of Jackson.
 - C. The Village may exercise its right to bill the Town and the Town shall be liable for the payment of emergency medical calls for assistance that occurred in the Town that remain unpaid after all reasonable efforts to collect them have been exhausted.

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

In the presence of:

VILLAGE OF JACKSON, By:

Brian Heckendorf, Village President

Date

Jennifer Heidke, Administrator

Date

In the presence of:

TOWN OF POLK, Washington County, Wisconsin

AMP

Albert Schulteis
Albert Schulteis, Town Chairman

12-10-24
Date

ags

Alison Pecha
Alison Pecha, Town Clerk

12/10/24
Date

AGREEMENT FOR 2025 JACKSON FIRE DEPARTMENT SERVICES

THIS AGREEMENT made this 13th day of November 2024, by and between the **Village of Jackson Fire Department** of the Village of Jackson, Washington County, Wisconsin, hereinafter called the Village, and the **Town of Jackson**, Washington County, Wisconsin, hereinafter called the Town.

WITNESS:

1. That for a valuable consideration, the terms of which are more particularly provided for in paragraph two (2) of this agreement, the Village will furnish firefighting protection and emergency medical service to all sections located in the Town for the period of one year, commencing on the 1st day of January, 2025 and ending on the 31st day of December, 2025, and from year to year thereafter unless notice in writing by either party upon the other signifying the intention of terminating this agreement is served by registered mail on or before 360 days before the expiration of such original term or renewed term.
2. That in consideration therefore the Town shall pay the Village for the twelve months commencing on January 1, 2025, and terminating on December 31, 2025, for such protection, the sum of \$340,910.05. Said charge to cover all calls for the period and such principal sum shall be paid as follows: \$85,227.51 on March 7, \$85,227.51 on June 6, \$85,227.51 on September 5, and \$85,227.51 on December 5, 2025.
3. The Village shall invoice the Town for the installments due. An itemized statement and record of fire and EMS calls shall be sent to the Town on a quarterly basis.
 - A. Except that in the case of a car fire or when in the opinion of the Fire Chief or his authorized assistant or other law enforcing agency, that the cause of a fire has been caused by negligence, nonfeasance, malfeasance or any other cause of a suspicious or legally questionable nature, the Village shall within five (5) days after answering the call, forward a copy of the fire report, to the Town Clerk, setting forth the fire facts, the car's owner or renter, length of service in hours, the type of fire cause if possible, and in case of suspicion or questionability of such case, to so state therein, setting forth the reasons therein.
 - B. A further consideration of this agreement is that if the Village operates an emergency medical service, this service be made available to all residents of the Town on a fee basis equal to that charged residents of any other municipality served by the Village, and further that emergency ambulance and/or rescue squad service rendered by the Village to persons injured in accidents on highways or from other causes within the Township be collected according to provisions of existing statutes, laws and ordinances of the State of Wisconsin, Washington County, Wisconsin, and the Village of Jackson.
 - C. The Village may exercise its right to bill the Town and the Town shall be liable for the payment of emergency medical calls for assistance that occurred in the Town that remain unpaid after all reasonable efforts to collect them have been exhausted.

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

In the presence of:

VILLAGE OF JACKSON, By:

Brian Heckendorf, Village President

Date

Jennifer Heidke, Administrator

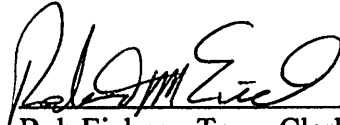
Date

In the presence of:

TOWN OF JACKSON, Washington County, Wisconsin


Robert Hartwig, Town Chairman

12-7-24
Date


Bob Eichner, Town Clerk

12.12.24
Date

AGREEMENT FOR 2025 JACKSON FIRE DEPARTMENT SERVICES

THIS AGREEMENT made this 13th day of November 2024, by and between the **Village of Jackson Fire Department** of the Village of Jackson, Washington County, Wisconsin, hereinafter called the Village, and the **Town of Germantown**, Washington County, Wisconsin, hereinafter called the Town.

WITNESS:

1. That for a valuable consideration, the terms of which are more particularly provided for in paragraph two (2) of this agreement, the Village will furnish firefighting protection and emergency medical service to all sections located in the Town for the period of one year, commencing on the 1st day of January, 2025 and ending on the 31st day of December, 2025, and from year to year thereafter unless notice in writing by either party upon the other signifying the intention of terminating this agreement is served by registered mail on or before 360 days before the expiration of such original term or renewed term.
2. That in consideration therefore the Town shall pay the Village for the twelve months commencing on January 1, 2025, and terminating on December 31, 2025, for such protection, the sum of \$21,068.10. Said charge to cover all calls for the period and such principal sum shall be paid as follows: \$5,267.03 on March 7, \$5,267.03 on June 6, \$5,267.03 on September 5, and \$5,267.03 on December 5, 2025.
3. The Village shall invoice the Town for the installments due. An itemized statement and record of fire and EMS calls shall be sent to the Town on a quarterly basis.
 - A. Except that in the case of a car fire or when in the opinion of the Fire Chief or his authorized assistant or other law enforcing agency, that the cause of a fire has been caused by negligence, nonfeasance, malfeasance or any other cause of a suspicious or legally questionable nature, the Village shall within five (5) days after answering the call, forward a copy of the fire report, to the Town Clerk, setting forth the fire facts, the car's owner or renter, length of service in hours, the type of fire cause if possible, and in case of suspicion or questionability of such case, to so state therein, setting forth the reasons therein.
 - B. A further consideration of this agreement is that if the Village operates an emergency medical service, this service be made available to all residents of the Town on a fee basis equal to that charged residents of any other municipality served by the Village, and further that emergency ambulance and/or rescue squad service rendered by the Village to persons injured in accidents on highways or from other causes within the Township be collected according to provisions of existing statutes, laws and ordinances of the State of Wisconsin, Washington County, Wisconsin, and the Village of Jackson.
 - C. The Village may exercise its right to bill the Town and the Town shall be liable for the payment of emergency medical calls for assistance that occurred in the Town that remain unpaid after all reasonable efforts to collect them have been exhausted.

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

In the presence of:

VILLAGE OF JACKSON, By:

Brian Heckendorf, Village President

Date

Jennifer Heidke, Administrator

Date

In the presence of:
Wisconsin

TOWN OF GERMANTOWN, Washington County,

Paul Metz
Paul Metz, Town Chairman

12/9/24
Date

Kristin Dhein
Kristin Dhein, Town Clerk

12/9/24
Date



MEMO

TO: Brian Heckendorf, Village President; Village Board

FROM: Jen Heidtke, Village Administrator

RE: Appointment of Municipal Court Administrative Committee Alternate Representative – Jackie Schuh

DATE: January 10, 2025

Background

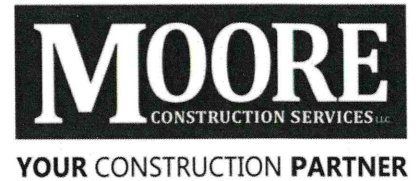
The Village of Jackson is a member of the Mid-Moraine Municipal Court which is governed by an Administrative Committee in accordance with the bylaws reviewed and approved by the elected bodies of each member community. The Administrative Committee provides for representation of each member of the shared municipal court, which the Village Jackson Administrator serves as a voting member for. Recently, the Administrative Committee representatives recognized a need to comply with the provision of the MMMC bylaws which provides for an alternate representative to serve as needed, in the absence of the appointed representative.

I recommend the Village Board appoint Clerk Jackie Schuh to serve as the alternate member of the Mid-Moraine Municipal Court Administrative Committee for the Village of Jackson.

Recommendation:

Approval of the consent agenda.

Village of Jackson Community Center Addition
Application and Certification for Payment
November 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 #6
MCS Project # 23033

Enclosed for your use in payment to Moore Construction Services is Pay Application #6 for \$521,023.70.

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 "JMK", written over a light blue horizontal line.

Jason M. Kruchko
Moore Construction Services
Project Manager

Enclosed: AIA G702-1992 Application and Certificate for Payment #5 dated November 30, 2024

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
 Village of Jackson
 N165 W20330 Hickory Lane
 Jackson, WI 53037
FROM CONTRACTOR:
 Moore Construction Services LLC
 W146 N5650 Enterprise Avenue
 Menomonee Falls, WI 53051
PROJECT:
 Jackson Community Center
 N168 W20330 Hickory Lane
 Jackson, WI 53037
VIA ARCHITECT:

APPLICATION NO: 6
PERIOD TO: 11/30/2024
CONTRACT FOR: Jackson Community Center
CONTRACT DATE: 8/8/2023
PROJECT NOS: 23033 / /
INVOICE NO: 3677
Distribution to:
 OWNER ☐
 ARCHITECT ☐
 CONTRACTOR ☐
 FIELD ☐
 OTHER ☐

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)	\$ 3,467,813.00
5. RETAINAGE:	
a. 5 % of Completed Work (Columns D + E on G703)	\$ 164,492.30
b. 0 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 164,492.30
6. TOTAL EARNED LESS RETAINAGE	\$ 3,303,320.70
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 2,782,297.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 521,023.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 2,378,564.30

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this month	\$ 29,683.00	\$ 29,683.00
TOTAL	\$ 29,683.00	\$ 29,683.00
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: Mitchell J. Moore

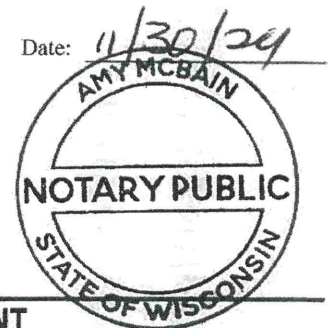
State of: WI

County of: Waukesha

Subscribed and sworn to before me this

Amy McBain 30 day of Nov 2024
 Notary Public: Amy McBain

My commission expires: 1/16/2028



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 \$ 521,023.70

(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: [Signature] Date: 5 Dec 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 F on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6
APPLICATION DATE: 11/30/2024
PERIOD TO: 11/30/2024
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	321,585.00	240,750.00	3,100.00	0.00	243,850.00	76	77,735.00	12,192.50
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	136,036.00	696.00	0.00	136,732.00	81	31,436.00	6,836.60
04	Metal Fabrications	380,307.00	311,763.00	0.00	0.00	311,763.00	82	68,544.00	15,588.15
05	Golf Form Framing & Gyp	387,450.00	315,213.00	43,397.00	0.00	358,610.00	93	28,840.00	17,930.50
06	General Trades & Carpentry	515,419.00	36,662.00	0.00	80,967.00	117,629.00	23	397,790.00	1,833.10
07	Roofing	359,800.00	270,540.00	10,000.00	0.00	280,540.00	78	79,260.00	14,027.00
08	EIFS	93,724.00	46,000.00	42,164.00	0.00	88,164.00	94	5,560.00	4,408.20
09	Air Barrier	43,600.00	43,600.00	0.00	0.00	43,600.00	100	0.00	2,180.00
10	Aluminum Storefront Systems	249,987.00	4,000.00	94,000.00	97,000.00	195,000.00	78	54,987.00	4,900.00
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	94,776.00	29,974.00	0.00	0.00	29,974.00	32	64,802.00	1,498.70
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	43,600.00	5,100.00	0.00	48,700.00	95	2,300.00	2,435.00
16	Plumbing	203,500.00	141,000.00	3,000.00	0.00	144,000.00	71	59,500.00	7,200.00
17	HVAC	502,217.00	254,765.00	199,393.00	0.00	454,158.00	90	48,059.00	22,707.90
18	Electrical	281,300.00	204,800.00	46,000.00	0.00	250,800.00	89	30,500.00	12,540.00
19	Low Voltage	109,295.00	49,668.00	0.00	0.00	49,668.00	45	59,627.00	2,483.40
20	Earthwork	158,165.00	140,592.00	5,000.00	0.00	145,592.00	92	12,573.00	7,279.60
21	Pavement	54,880.00	0.00	17,567.00	0.00	17,567.00	32	37,313.00	878.35
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: 6
APPLICATION DATE: 11/30/2024
PERIOD TO: 11/30/2024
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)		BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			% (G ÷ C)		
24	Utilities	112,534.00	112,534.00	0.00	0.00	112,534.00	100	0.00	5,626.70
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	313,647.00	146,776.00	29,500.00	0.00	176,276.00	56	137,371.00	8,813.80
28	Performance Bond	54,000.00	34,370.00	9,820.00	0.00	44,190.00	82	9,810.00	2,209.50
29	Building Permit	11,902.00	9,264.00	2,638.00	0.00	11,902.00	100	0.00	595.10
30	Construction Management Fee	305,670.00	146,959.00	31,044.00	0.00	178,003.00	58	127,667.00	8,900.15
31	Liability Insurance	43,065.00	19,575.00	3,915.00	0.00	23,490.00	55	19,575.00	1,174.50
32	Owner Contingency	243,642.00	0.00	0.00	0.00	0.00	0	243,642.00	0.00
33	Allowance Testing Services; Soils & Concrete	10,000.00	0.00	1,938.00	0.00	1,938.00	19	8,062.00	96.90
34	Allowance Soil Borings	5,000.00	2,959.00	174.00	0.00	3,133.00	63	1,867.00	156.65
	GRAND TOTAL	5,681,885.00	2,741,400.00	548,446.00	177,967.00	3,467,813.00	61	2,214,072.00	164,492.30

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AIA Type Document
Application and Certification for Payment

Page 1 of 2

TO (OWNER): Moore Construction Services
W146N5805 Enterprise Ave
Menomononee Falls, WI 53051

PROJECT: Jackson CC Addition
N165 W20330 Hickory Lane
Jackson, WI 53037

APPLICATION NO: 24191-04
PERIOD TO: 11/30/2024

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Common Links Construction LLC
17150 Pheasant Drive
Brookfield, WI 53005

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO: 23033

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM\$ 383,450.00
2. Net Change by Change Orders\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2).\$ 383,450.00
4. TOTAL COMPLETED AND STORED TO DATE\$ 358,610.00

5. RETAINAGE:
a. 10.00 % of Completed Work\$ 35,861.00
b. 0.00 % of Stored Material\$ 0.00
Total retainage (Line 5a + 5b)\$ 35,861.00
6. TOTAL EARNED LESS RETAINAGE\$ 322,749.00
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)\$ 285,176.25
8. CURRENT PAYMENT DUE\$ 37,572.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)\$ 60,701.00

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
TOTALS	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: Common Links Construction LLC
17150 Pheasant Drive Brookfield, WI 53005

By: Richard A Murphy / President

Date: 11/20/24

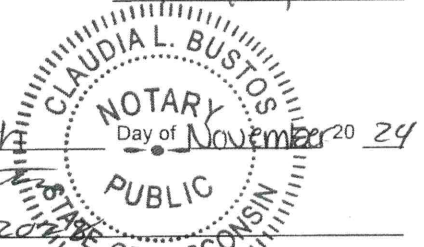
State of: WI

County of: Waukesha

Subscribed and Sworn to before me this 20th Day of November 2024

Notary Public: Claudia L. Bustos

My Commission Expires: March 24, 2028



ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to 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 to 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.

AIA Type Document
Application and Certification for Payment

Page 2 of 2

TO (OWNER): Moore Construction Services
W146N5805 Enterprise Ave
Menomononee Falls, WI 53051

PROJECT: Jackson CC Addition
N165 W20330 Hickory Lane
Jackson, WI 53037

APPLICATION NO: 24191-04
PERIOD TO: 11/30/2024

DISTRIBUTION
TO:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM (CONTRACTOR): Common Links Construction LLC
17150 Pheasant Drive
Brookfield, WI 53005

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO: 23033

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Materials	135,250.00	121,725.00	0.00	0.00	121,725.00	90.00	13,525.00	12,172.50
2	Exterior Labor	47,750.00	47,750.00	0.00	0.00	47,750.00	100.00	0.00	4,775.00
3	Interior Framing	35,950.00	35,950.00	0.00	0.00	35,950.00	100.00	0.00	3,595.00
4	Drywall Labor	63,600.00	47,700.00	9,540.00	0.00	57,240.00	90.00	6,360.00	5,724.00
5	Taping Labor	49,550.00	12,387.50	32,207.50	0.00	44,595.00	90.00	4,955.00	4,459.50
6	Subcontractor Costs	51,350.00	51,350.00	0.00	0.00	51,350.00	100.00	0.00	5,135.00
REPORT TOTALS		\$383,450.00	\$316,862.50	\$41,747.50	\$0.00	\$358,610.00	93.52	\$24,840.00	\$35,861.00

APPLEWOOD PLASTERING SERVICES INC
N30 W22377 GREEN RD #A
WAUKESHA, WI 53186
(262) 765-0200

INVOICE

INVOICE NO
3014289

SOLD TO MOORE CONST. SRVCS LLC
W146 N5650 ENTERPRISE AVE
MENOMONEE FALLS, WI 53051

SHIP TO MOORE - JACKSON COMM CENTER
N168 W20330 HICKORY LN.
2624770
JACKSON, WI 53037

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
MOORECON				Net 30	11/22/2024	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	PROGRESS CONTRACT BILLING: EIFS	39,440.00	39,440.00

ITEM TOTAL 39,440.00
RETENTION -3,944.00

TOTAL AMOUNT 35,496.00

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER : PROJECT:
VILLAGE OF JACKSON COMMUNITY CENTER 0

APPLICATION NO: 2
PERIOD TO: 11/30/2024
PROJECT NOS: 07_24_19

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

FROM CONTRACTOR:
APPLEWOOD PLASTERING SERVICES INC
CONTRACT FOR: EIFS

VIA ARCHITECT
\$0.00

CONTRACT DATE: 5/6/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$93,724.00
2. Net change by Change Orders \$ 4,580.00
3. CONTRACT SUM TO DATE(Line 1 + 2) \$ 98,304.00
4. TOTAL COMPLETED & STORED TO DATE \$ 88,164.00

5. RETAINAGE

a. 10% of Completed Work \$ 8,816.40
(Column D + E on Continuation Sheet)
b. % of Stored Material
(Column F on Continuation Sheet)
Total Retainage (Lines 5a + 5b or
Total in Column I of Continuation Sheet) \$ 8,816.40

6. TOTAL EARNED LESS RETAINAGE \$ 79,347.60
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATE FOR 43851.6
PAYMENT(Line 6 from prior Certificate)

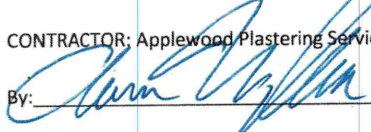
8. CURRENT PAYMENT DUE \$ 35,496.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE 0
(Line 3 Less Line 6) \$ 18,956.40

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous month by owner		
Total approved this Month		
TOTALS	0	0
NET CHANGES by Change Order	0	

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: Applewood Plastering Services Inc.

By:  Date: 11/22/2024

State of : Wisconsin

County of: Waukesha

Subscribed and sworn to before me this 22TH day Of November, 2024

Notary Public: 

My Commission expires: 3/13/27

DONNA MAE MCGRATH
Notary Public
State of Wisconsin

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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.

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

ARCHITECT'S PROJECT NO: 0.00

A	B	C	D	E	F	G		H	I
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	EIFS SYSTEM	\$93,724.00	48,724.00	39,440.00		88,164.00	94.07	5560	3,944.00
						-	#DIV/0!	0	-
						-	#DIV/0!	0	-
						-	#DIV/0!	0	-
						-	#DIV/0!	0	-
						-	#DIV/0!	0	-
						-	#DIV/0!	0	-
						-	#DIV/0!	0	-
						-	#DIV/0!	0	-
						-	#DIV/0!	0	-
						-	#DIV/0!	0	-

CORCORAN GLASS

3697 Kettle Ct E
Delafield, WI 53018 USA
office@corcoranglass.com



INVOICE

BILL TO
Abby Jones
Moore Construction Services LLC
W146 N5650 Enterprise Ave
Menomonee Falls, WI 53051 USA

SHIP TO
Abby Jones
Moore Construction Services LLC
W146 N5650 Enterprise Ave
Menomonee Falls, WI 53051 USA

INVOICE 5594
DATE 11/20/2024
TERMS Net 30
DUE DATE 12/20/2024

CONTRACT # 20333
JOB Jackson CC #50243

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
11/25/2024	Amount Billed This Invoice	Progress Billing	1	59,000.00	59,000.00
11/25/2024	Retention	Less 10 %	1	-5,900.00	-5,900.00
SUBTOTAL					53,100.00
TAX					0.00
TOTAL					53,100.00
BALANCE DUE					\$53,100.00

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: _____ PROJECT: **Jackson Community Center**

CONTRACTOR: **Moore Construction Services**

ARCHITECT: **Zimmerman**

FROM SUBCONTRACTOR: Corcoran Glass, LLC

CONTRACT FOR: Glass & Glazing

APPLICATION: **4**
APPLICATION DATE: **11/25/2024**
PERIOD TO: **11/30/2024**
PROJECT#: **23033**
CG, LLC#: **50243**
CONTRACT DATE: **1/1/2024**
INVOICE #: **5594**

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM	\$242,487.00
2. NET CHANGE BY CHANGE ORDERS	\$8,546.00
3. CONTRACT SUM TO DATE (Line 1±2)	\$251,033.00
4. TOTAL COMPLETED & STORED TO DATE	\$195,000.00
5. RETAINAGE	
a. 10% of Completed	\$19,500.00
b. 0% of Stored Material	\$0.00
Total Retainage (Line 5a+5b)	\$19,500.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$175,500.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$122,400.00
8. CURRENT PAYMENT DUE	\$53,100.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$75,533.00

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 is herin now due.

CONTRACTOR: CORCORAN GLASS, LLC

BY: Robert J Corcoran DATE: 11-25-24
(Robert J Corcoran)

State of WISCONSIN
County of Waukesha

Subscribed and sworn to before
me this 25 day of November, 2024

Notary Public: Judith A. Corcoran
My Commission Expires: 3/12/2025

JUDITH A. CORCORAN
Notary Public
State of Wisconsin

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved by Owner	\$8,546.00	\$0.00
NET CHANGES by Change Order	\$8,546.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Subcontractor'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: 4
APPLICATION DATE: 11/25/24
PERIOD TO: 11/30/24
HII PROJECT NUMBER: 23033

A	B	C	D	E	F	G		H	I
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 10%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Submittals	\$4,000.00	\$4,000.00			\$4,000.00	100.00%		\$400.00
2	Aluminum Doors, Storefront, Windows, Hardware	\$116,900.00	\$105,000.00	\$6,000.00		\$111,000.00	94.95%	\$5,900.00	\$11,100.00
3	Glass	\$34,820.00	\$24,000.00	\$7,000.00		\$31,000.00	89.03%	\$3,820.00	\$3,100.00
4	Miscellaneous	\$6,267.00	\$3,000.00	\$2,000.00		\$5,000.00	79.78%	\$1,267.00	\$500.00
5	Equipment	\$2,100.00		\$2,000.00		\$2,000.00	95.24%	\$100.00	\$200.00
6	Auto Operators	\$19,500.00				\$0.00		\$19,500.00	\$0.00
7	Labor	\$58,900.00		\$38,015.00		\$38,015.00	64.54%	\$20,885.00	\$3,801.50
8						\$0.00			\$0.00
9						\$0.00			\$0.00
10						\$0.00			\$0.00
11						\$0.00			\$0.00
	ADDITIONS					\$0.00			\$0.00
CO 1	Corner mullion added	\$927.00				\$0.00		\$927.00	\$0.00
CO 2	add rigid insulation -wood	\$3,985.00		\$3,985.00		\$3,985.00	100.00%		\$398.50
CO 3	Add brake metal sill flashing	\$2,647.00				\$0.00		\$2,647.00	\$0.00
CO 4	Add 3 wider thresholds West Elev	\$987.00				\$0.00		\$987.00	\$0.00
CO 5						\$0.00			\$0.00
	DEDUCTIONS (enter as a negative)					\$0.00			\$0.00
CO 1						\$0.00			\$0.00
CO 2						\$0.00			\$0.00
CO 3						\$0.00			\$0.00
CO 4						\$0.00			\$0.00
CO 5						\$0.00			\$0.00
						\$0.00			\$0.00
	GRAND TOTALS	\$251,033.00	\$136,000.00	\$59,000.00	\$0.00	\$195,000.00		\$56,033.00	\$19,500.00

To: Moore Construction Services	Project: Jackson Community Center N168W20330 Hickory Lane Jackson, Wisconsin 53037	Application #: 4 Period to: 11/30/2024 Contract for:	Distribution to: Owner ☐ Architect ☐ Contractor ☒ Field ☐ Other ☐
From Contractor: Blair Fire Protection	Via Architect:	Contract date: 05/01/2024 243052	

Contractor's application for payment

Change order summary	
Total changes approved in previous months by Owner	\$0.00
Total approved this month	\$0.00
Total	\$0.00
NET CHANGES by change order	\$0.00

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

Amount certified **\$ 4,680.00**

CONTRACTOR: **Blair Fire Protection**

By: _____

Date: 11/23/2024

1. Original contract sum	\$51,000.00
2. Net change by Change orders	\$0.00
3. Contract sum to date (Line 1 & 2)	\$51,000.00
4. Total completed and stored to date	\$48,700.00
5. Retainage	
a. Previous retainage balance	\$4,350.00
b. Retainage held this period	\$520.00
c. Retainage billed this period	\$0.00
Total retainage (Lines 5a + 5b – 5c)	\$4,870.00
6. Total amount billed less retainage	\$43,830.00
7. Less previous certificates for payment (Line 6 from prior certificate)	\$39,150.00
8. Current payment due	\$4,680.00
9. Balance to finish, including retainage	\$7,170.00

APPLICATION FOR PAYMENT

Application #: 4

Application Date: 11/30/2024

Period to: 11/30/2024

Architect's Project #: Jackson Community Center

A	B	C	D	E	F	G	G.1	H	K
Item #	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored (D+E+F)	% (G/C)	Balance to Finish (C-G)	Total Retainage
			From Previous Application (D+E)	This Period					
001	Administration	1,800.00	1,000.00	0.00	0.00	1,000.00	55.56%	800.00	100.00
002	Project Management	2,300.00	1,500.00	800.00	0.00	2,300.00	100%	0.00	230.00
003	Mobilization	1,500.00	1,500.00	0.00	0.00	1,500.00	100%	0.00	150.00
004	Design	3,600.00	3,600.00	0.00	0.00	3,600.00	100%	0.00	360.00
005	Plan Review/Permit	1,500.00	1,500.00	0.00	0.00	1,500.00	100%	0.00	150.00
006	Material	20,900.00	18,900.00	2,000.00	0.00	20,900.00	100%	0.00	2,090.00
007	Labor	19,400.00	15,500.00	2,400.00	0.00	17,900.00	92.27%	1,500.00	1,790.00
Total		51,000.00	43,500.00	5,200.00	0.00	48,700.00		2,300.00	4,870.00



Blair Fire Protection

13111 W. Silver Spring Dr.
Butler, WI 53007

Work Site:

Jackson Community Center
N168W20330 Hickory Lane

Jackson, Wisconsin 53037

INVOICE

Invoice no.: CINV-0001609
Project no.: 243052
Date: 11/30/2024
Due date: 01/29/2025
Total amount: 5,200.00
Total due: 4,680.00
Reference:

Description	Amount
Administration	\$0.00
Project Management	\$800.00
Mobilization	\$0.00
Design	\$0.00
Plan Review/Permit	\$0.00
Material	\$2,000.00
Labor	\$2,400.00
Total amount:	\$5,200.00
Retainage held:	\$520.00
Total due:	\$4,680.00

Blair Fire Protection

13111 W. Silver Spring Dr.
Butler, WI 53007

Customer ID: CUS-000033
Invoice no: CINV-0001609

Bill to: **Moore Construction Services**
W146N5805 Enterprise Ave
Menomonee Falls, WI 53051

Total due: **\$4,680.00**

Amount enclosed:

Remit to: **Blair Fire Protection**
13111 W Silver Spring Dr
Butler, Wisconsin 53007
United States

APPLICATION AND CERTIFICATE FOR PAYMENT

3 PAGES

TO OWNER:
Village of JacksonPROJECT:
Jackson Community Center Addition
N168 W20330 Hickory Lane
Jackson, WI
VIA: Email
diane.massey@bradenplumbing.comAPPLICATION #: 5
PERIOD TO: 11/30/24
PROJECT NOS: 23033
CONTRACT DATE: 05/04/24Distribution to:
☐ Owner
☐ Const. Mgr
☐ Architect
☒ ContractorFROM CONTRACTOR:
Braden Plumbing, Inc.
944 N. 45th Street, Unit 100
Milwaukee, WI 53208

CONTRACT FOR: Jackson Community Center Addition

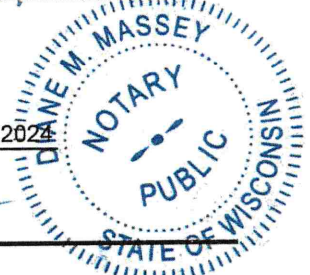
CONTRACTOR'S APPLICATION FOR PAYMENTApplication is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	198,500.00
2. Net change by Change Orders-----	\$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	198,500.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		144,000.00
5. RETAINAGE:		
a. 10.0% of Completed Work	\$	14,400.00
(Columns D+E on Continuation Sheet)		
b. 10.0% of Stored Material	\$	
(Column F on Continuation Sheet)		
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----	\$	14,400.00
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	129,600.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----		
	\$	126,900.00
8. CURRENT PAYMENT DUE-----	\$	2,700.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	68,900.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

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 therein is now due.

CONTRACTOR: Braden Plumbing, Inc.

By: [Signature]Date: 11-25-24State of: Wisconsin
County of: MilwaukeeSubscribed and sworn to before
me this 25 day of November, 2024Notary Public: [Signature]
My Commission expires: 10/14/26**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising 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 for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to 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 of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:

Jackson Community Center Addition
N168 W20330 Hickory Lane
Jackson, WI

Page 2 of 3 Pages

APPLICATION NUMBER:

5

APPLICATION DATE:

11/25/24

PERIOD TO:

30-Nov-24

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
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Underfloor Plumbing	60,000.00	60,000.00			60,000.00	100%		6,000.00
2	Rough Plumbing	88,500.00	81,000.00	3,000.00		84,000.00	95%	4,500.00	8,400.00
3	Finish Plumbing	50,000.00						50,000.00	
4									
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SUBTOTALS PAGE 2		198,500.00	141,000.00	3,000.00		144,000.00	73%	54,500.00	14,400.00



11/25/2024

INVOICE #
112524-11

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

AIA Type Document
Application and Certification for Payment

Page 1 of 2

TO (OWNER): Moore Const. (Agent)
W146 N5650 Enterprise Avenue
Menomonee Falls, WI 53051

PROJECT: Jackson Community Center
N165W20330 Hickory Ln
Jackson, WI 53037

APPLICATION NO: 6
PERIOD TO: 11/30/2024

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): Sure-Fire, Inc.
617 Washington St
Horicon, WI 53032

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR: HVAC

CONTRACT DATE: 5/1/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

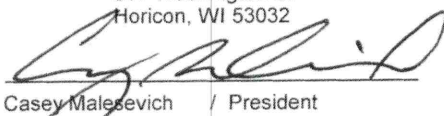
Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	\$	493,750.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	493,750.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	454,158.00
5. RETAINAGE:		
a. 10.00 % of Completed Work	\$	45,415.80
b. 0.00 % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	45,415.80
6. TOTAL EARNED LESS RETAINAGE	\$	408,742.20
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)	\$	350,242.20
8. CURRENT PAYMENT DUE	\$	58,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	85,007.80

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
TOTALS	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: Sure-Fire, Inc.
617 Washington St
Horicon, WI 53032

By: 
Casey Malesevich / President

Date: 11/22/2024

State of: WI

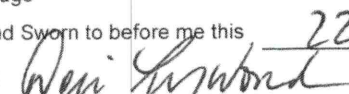
County of: Dodge

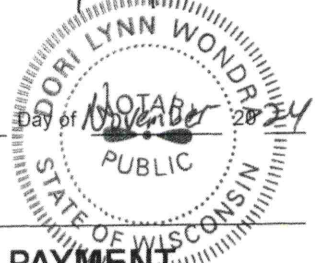
Subscribed and Sworn to before me this

22nd

Day of November 2024

Notary Public:


My Commission Expires: 09/29/25



ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to 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 to 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.

AIA Type Document
Application and Certification for Payment

Page 2 of 2

TO (OWNER): Moore Const. (Agent)
W146 N5650 Enterprise Avenue
Menomonee Falls, WI 53051

PROJECT: Jackson Community Center
N165W20330 Hickory Ln
Jackson, WI 53037

APPLICATION NO: 6
PERIOD TO: 11/30/2024

DISTRIBUTION TO:
☐ OWNER
☒ ARCHITECT
☐ CONTRACTOR

FROM (CONTRACTOR): Sure-Fire, Inc.
617 Washington St
Horicon, WI 53032

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: HVAC

CONTRACT DATE: 5/1/2024

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Equipment	267,058.00	267,058.00	0.00	0.00	267,058.00	100.00	0.00	26,705.80
2	Material	42,196.00	20,500.00	15,000.00	0.00	35,500.00	84.13	6,696.00	3,550.00
3	Labor	144,436.00	91,350.00	40,000.00	0.00	131,350.00	90.94	13,086.00	13,135.00
4	Temperature Controls	13,528.00	2,000.00	5,000.00	0.00	7,000.00	51.74	6,528.00	700.00
5	Insulation	9,450.00	3,000.00	3,000.00	0.00	6,000.00	63.49	3,450.00	600.00
6	Test & Balance	8,150.00	0.00	0.00	0.00	0.00	0.00	8,150.00	0.00
7	Lift & Crane	8,932.00	5,250.00	2,000.00	0.00	7,250.00	81.17	1,682.00	725.00
REPORT TOTALS		\$493,750.00	\$389,158.00	\$65,000.00	\$0.00	\$454,158.00	91.98	\$39,592.00	\$45,415.80

APPLICATION AND CERTIFICATE FOR PAYMENT**G702**

TO (Owner):
Jackson Community Center
N168W20330 Hickory Ln
Jackson, WI 53037

PROJECT:
Jackson Community Center
N168W20330 Hickory Ln
Jackson, WI 53037

APPLICATION NO. 5
PERIOD: Oct 2024

Distribution to:
☒ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM:
Nelco Electric, Inc.
PO Box 157
Germantown, WI 53029
CONTRACT FOR: Electrical Division 16

VIA (ARCHITECT):
Zimmerman Architectural Studios

ARCHITECT'S
PROJECT NO:

JOB # 23033

CONTRACT DATE:

INVOICE #

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS		0	0
Net change by Change Orders			0

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 the current payments shown herein is now due.

CONTRACTOR:

By: *[Signature]*

Date: 11/20/24

1. ORIGINAL CONTRACT SUM.....	\$ 276,300
2. Net change by Change Orders.....	\$ -
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$ 276,300
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 250,800
(Column G on G703)	
5. RETAINAGE:	
a. 10 % of Amount Billed	\$ 25,080
(Column G on G703)	
b. 10 % of Stored Material	\$ -
(Column J on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column I of G703).....	\$ 25,080
6. TOTAL EARNED LESS RETAINAGE.....	\$ 225,720
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate).....	\$ 184,320
8. CURRENT PAYMENT DUE.....	\$ 41,400
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 50,580
(Line 3 less Line 6)	

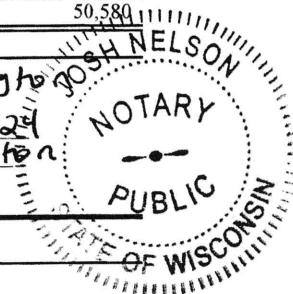
State of: Wisconsin

County of: Washington

Subscribed and sworn to before me this 20 day of November, 2024

Notary Public: *[Signature]* County of: Washington

My Commission expires: 12-1-27

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

Amount Certified..... \$

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: _____

Date: _____

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

APPLICATION NO.

6

Jackson Community Center

PERIOD:

Nov 2024

JOB NO.:

23033

[illegible]

**Partial
WAIVER OF LIEN**

Date: October 31, 2024

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

Village of Jackson, Owner
by
Moore Construction Services LLC, Contractor
For
Construction Management Services
same being situated in the State of Wisconsin, described as

Project #23033
Jackson Community Center
N168W20330 Hickory Lane
Jackson, WI 53037

for all labor, services, materials, plans or specifications performed, furnished or procured by undersigned for the erection, construction, alteration or repair of said building and appurtenances, **TO DATE.**

This Waiver also applies to rights and claims on any payment bond(s) furnished in conjunction with the project.

The Contractor also certifies that to the extent Contractor has previously received payment from Village of Jackson all of the Contractor's Subcontractors and Suppliers have been paid in full, and that this payment will be used to make all payments due Subcontractors and Suppliers. Contractor and the individual executing this Lien Waiver on behalf of Contractor personally, shall indemnify and defend Village of Jackson against any and all claims, costs, damages, liabilities (including reasonable attorneys' fees) arising out of any matters inconsistent with the foregoing certifications.

By Michael J. Moore
Michael J. Moore
Moore Construction Services, LLC



YOUR CONSTRUCTION PARTNER

PARTIAL LIEN WAIVER AND RELEASE

Check Date: 12-4-2024

This Partial Lien Waiver and Release is submitted pursuant to the **Subcontractor Agreement** between Moore Construction Services, LLC ("Contractor") for the benefit of Village of Jackson ("Owner") and **Edgar Prager and Sons, Inc.** ("Subcontractor"), for the project known as **Jackson Community Center** (the "Project") located at N168W20330 Hickory Lane, Jackson, Wisconsin (the "Property") with respect to the work to be performed by Subcontractor ("Work").

This Partial Lien Waiver and Release is also submitted pursuant to Subcontractor's Application for Payment for masonry labor, materials and equipment installed in or furnished for the Project TO DATE and Subcontractor hereby waives the Project, the Property and Owner from any and all claims, liens, mechanic's liens, right to liens, and obligations furnished by or through the Application Date, on the Project, except as set forth below.

- (1) The Subcontractor has performed all Work through the date of the Application for Payment, pursuant to the terms and conditions of the Subcontract Documents.
- (2) Any and all subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the Subcontractor for use or incorporation into the construction of the improvements to the Property are listed in Subcontractor's Application for Payment.
- (3) All sums due by Subcontractor to subcontractors or any other party for labor, materials or services used or incorporated into the improvements to the Property, and for which Subcontractor has previously received payment, have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, Subcontractor's activities on, or improvements to, the Property, except as set forth below.
- (4) Subcontractor is not aware of any claims which may arise against Contractor and/or Owner for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of any of Subcontractor's activities or construction work on the Property.
- (5) There are no known Claims of Lien, Preliminary Notices of Lien, or any suits or claims for payment, loss or damage of any kind, nature or description which might constitute a lien upon the Property as of the date of this Partial Lien Waiver and Release Upon Payment, except as set forth below.
- (6) This Partial Lien Waiver and Release constitutes a representation by the undersigned, for and on behalf of the Subcontractor, that the payment referenced above constitutes full and complete payment for all work performed through the date of the Application for Payment, except as set forth below.
- (7) Subcontractor will indemnify and save harmless Contractor and Owner from any claim, demand, lien or right to lien, and to defend all actions arising out of the same, and to pay any costs, expenses and attorneys' fees incurred by Contractor and/or Owner in connection therewith.
- (8) The Subcontractor certifies and represents that there are sufficient funds remaining in the Subcontract Sum to complete the Project in accordance with the Subcontract Documents.
- (9) Below is a list of items which serve as an exception to the representations set forth herein (items not listed are waived irrevocably):

The undersigned warrants and represents that he or she has full authority to execute this Partial Lien Waiver and Release.

SUBCONTRACTOR:

Signature: Patricia Jacobo

Name & Title: Patricia Jacobo Sec

Date: 12/5/24

Please sign and return this form via:

E-Mail: rachael@moore-cs.com

✓mailed
12/5/24

WAIVER OF LIEN

DATE November 21, 2024

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

for Jackson Community Center owner(s),
by Edgar J Prager & Sons Inc contractor(s),
for Brick and Masonry Material ,
same being situated in Washington County, State of Wisconsin,
described as N168 W20330 Hickory Lane, Jackson

for all material furnished for the erection, construction, alteration or repair of said building and appurtenances in full.



CHAMPION BRICK

WAIVER OF LIEN

Dated: 11-14-24

FOR VALUE RECEIVED, WE hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto.

For: Jackson Community Center

By: Edgar J. Prager & Sons Inc.

For: Material purchased from County Materials Corporation

Same being situated in Washington County, State of Wisconsin Described as:

N168 W20330 Hickory Lane
Jackson, WI

for all material furnished for the erection, construction, alteration or repair of said building and appurtenances.

Name of Supplier: County Materials Corporation

Authorized Signature: 

Print Name: Brian L. Abitz
Corporate Credit Manager

Title: _____

PARTIAL LIEN WAIVER AND RELEASE

Check Date: 12-5-2024

This Partial Lien Waiver and Release is submitted pursuant to the **Subcontractor Agreement** between Moore Construction Services, LLC ("Contractor") for the benefit of Village of Jackson ("Owner") and **Cardinal Fabricating Corp.** ("Subcontractor"), for the project known as **Jackson Community Center** (the "Project") located at N168W20330 Hickory Lane, Jackson, Wisconsin (the "Property") with respect to the work to be performed by Subcontractor ("Work").

This Partial Lien Waiver and Release is also submitted pursuant to Subcontractor's Application for Payment for structural metal framing labor, materials and equipment installed in or furnished for the Project TO DATE and Subcontractor hereby waives the Project, the Property and Owner from any and all claims, liens, mechanic's liens, right to liens, and obligations furnished by or through the Application Date, on the Project, except as set forth below.

- (1) The Subcontractor has performed all Work through the date of the Application for Payment, pursuant to the terms and conditions of the Subcontract Documents.
- (2) Any and all subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the Subcontractor for use or incorporation into the construction of the improvements to the Property are listed in Subcontractor's Application for Payment.
- (3) All sums due by Subcontractor to subcontractors or any other party for labor, materials or services used or incorporated into the improvements to the Property, and for which Subcontractor has previously received payment, have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, Subcontractor's activities on, or improvements to, the Property, except as set forth below.
- (4) Subcontractor is not aware of any claims which may arise against Contractor and/or Owner for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of any of Subcontractor's activities or construction work on the Property.
- (5) There are no known Claims of Lien, Preliminary Notices of Lien, or any suits or claims for payment, loss or damage of any kind, nature or description which might constitute a lien upon the Property as of the date of this Partial Lien Waiver and Release Upon Payment, except as set forth below.
- (6) This Partial Lien Waiver and Release constitutes a representation by the undersigned, for and on behalf of the Subcontractor, that the payment referenced above constitutes full and complete payment for all work performed through the date of the Application for Payment, except as set forth below.
- (7) Subcontractor will indemnify and save harmless Contractor and Owner from any claim, demand, lien or right to lien, and to defend all actions arising out of the same, and to pay any costs, expenses and attorneys' fees incurred by Contractor and/or Owner in connection therewith.
- (8) The Subcontractor certifies and represents that there are sufficient funds remaining in the Subcontract Sum to complete the Project in accordance with the Subcontract Documents.
- (9) Below is a list of items which serve as an exception to the representations set forth herein (items not listed are waived irrevocably):

The undersigned warrants and represents that he or she has full authority to execute this Partial Lien Waiver and Release.

SUBCONTRACTOR:

Signature: _____

Name & Title: Simon Gall, Vice-President

Date: 12/5/24

Please sign and return this form via:
E-Mail: rachael@moore-cs.com

*✓ mailed
12/6/24*

PARTIAL LIEN WAIVER AND RELEASE

Check Date: 12-4-2024

This Partial Lien Waiver and Release is submitted pursuant to the **Subcontractor Agreement** between Moore Construction Services, LLC ("Contractor") for the benefit of Village of Jackson ("Owner") and **Common Links Construction** ("Subcontractor"), for the project known as **Jackson Community Center** (the "Project") located at N168W20330 Hickory Lane, Jackson, Wisconsin (the "Property") with respect to the work to be performed by Subcontractor ("Work").

This Partial Lien Waiver and Release is also submitted pursuant to Subcontractor's Application for Payment for cold formed metal framing and gypsum board labor, materials and equipment installed in or furnished for the Project TO 10/31/24 and Subcontractor hereby waives the Project, the Property and Owner from any and all claims, liens, mechanic's liens, right to liens, and obligations furnished by or through the Application Date, on the Project, except as set forth below.

- (1) The Subcontractor has performed all Work through the date of the Application for Payment, pursuant to the terms and conditions of the Subcontract Documents.
- (2) Any and all subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the Subcontractor for use or incorporation into the construction of the improvements to the Property are listed in Subcontractor's Application for Payment.
- (3) All sums due by Subcontractor to subcontractors or any other party for labor, materials or services used or incorporated into the improvements to the Property, and for which Subcontractor has previously received payment, have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, Subcontractor's activities on, or improvements to, the Property, except as set forth below.
- (4) Subcontractor is not aware of any claims which may arise against Contractor and/or Owner for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of any of Subcontractor's activities or construction work on the Property.
- (5) There are no known Claims of Lien, Preliminary Notices of Lien, or any suits or claims for payment, loss or damage of any kind, nature or description which might constitute a lien upon the Property as of the date of this Partial Lien Waiver and Release Upon Payment, except as set forth below.
- (6) This Partial Lien Waiver and Release constitutes a representation by the undersigned, for and on behalf of the Subcontractor, that the payment referenced above constitutes full and complete payment for all work performed through the date of the Application for Payment, except as set forth below.
- (7) Subcontractor will indemnify and save harmless Contractor and Owner from any claim, demand, lien or right to lien, and to defend all actions arising out of the same, and to pay any costs, expenses and attorneys' fees incurred by Contractor and/or Owner in connection therewith.
- (8) The Subcontractor certifies and represents that there are sufficient funds remaining in the Subcontract Sum to complete the Project in accordance with the Subcontract Documents.
- (9) Below is a list of items which serve as an exception to the representations set forth herein (items not listed are waived irrevocably): 09/30/24 pay application and open change orders, if any

The undersigned warrants and represents that he or she has full authority to execute this Partial Lien Waiver and Release.

SUBCONTRACTOR:

Signature: _____

Name & Title: Donna Hornum, VP Finance

Date: 12/4/24

Please sign and return this form via:

E-Mail: rachael@moore-cs.com

*mailed
12/9/24*

PARTIAL LIEN WAIVER AND RELEASE

Check Date: 12-4-2024

This Partial Lien Waiver and Release is submitted pursuant to the **Subcontractor Agreement** between Moore Construction Services, LLC ("Contractor") for the benefit of Village of Jackson ("Owner") and **JC Building Systems, Inc.** ("Subcontractor"), for the project known as **Jackson Community Center** (the "Project") located at N168W20330 Hickory Lane, Jackson, Wisconsin (the "Property") with respect to the work to be performed by Subcontractor ("Work").

This Partial Lien Waiver and Release is also submitted pursuant to Subcontractor's Application for Payment for general trades and carpentry labor, materials and equipment installed in or furnished for the Project TO DATE and Subcontractor hereby waives the Project, the Property and Owner from any and all claims, liens, mechanic's liens, right to liens, and obligations furnished by or through the Application Date, on the Project, except as set forth below.

- (1) The Subcontractor has performed all Work through the date of the Application for Payment, pursuant to the terms and conditions of the Subcontract Documents.
- (2) Any and all subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the Subcontractor for use or incorporation into the construction of the improvements to the Property are listed in Subcontractor's Application for Payment.
- (3) All sums due by Subcontractor to subcontractors or any other party for labor, materials or services used or incorporated into the improvements to the Property, and for which Subcontractor has previously received payment, have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, Subcontractor's activities on, or improvements to, the Property, except as set forth below.
- (4) Subcontractor is not aware of any claims which may arise against Contractor and/or Owner for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of any of Subcontractor's activities or construction work on the Property.
- (5) There are no known Claims of Lien, Preliminary Notices of Lien, or any suits or claims for payment, loss or damage of any kind, nature or description which might constitute a lien upon the Property as of the date of this Partial Lien Waiver and Release Upon Payment, except as set forth below.
- (6) This Partial Lien Waiver and Release constitutes a representation by the undersigned, for and on behalf of the Subcontractor, that the payment referenced above constitutes full and complete payment for all work performed through the date of the Application for Payment, except as set forth below.
- (7) Subcontractor will indemnify and save harmless Contractor and Owner from any claim, demand, lien or right to lien, and to defend all actions arising out of the same, and to pay any costs, expenses and attorneys' fees incurred by Contractor and/or Owner in connection therewith.
- (8) The Subcontractor certifies and represents that there are sufficient funds remaining in the Subcontract Sum to complete the Project in accordance with the Subcontract Documents.
- (9) Below is a list of items which serve as an exception to the representations set forth herein (items not listed are waived irrevocably):

The undersigned warrants and represents that he or she has full authority to execute this Partial Lien Waiver and Release.

SUBCONTRACTOR:

Signature:

Name & Title:

Amanda Pord secretary/treasurer

Please sign and return this form via:

E-Mail: rachael@moore-cs.com

Date: 12/12/2024

*✓ mailed
12/12/24*

FINAL WAIVER OF LIEN

The undersigned hereby acknowledges receipt of all amounts due through from Common Links Construction, LLC, and waives claim for lien upon the real estate hereinafter described for labor and or materials furnished for the improvement of such real estate, situated in Washington County, State of Wisconsin, described as Jackson Community Center Addition.

Given under these hands and seal this 9th Day of December, 2024.

Tamarack Materials, Inc dba Badgerland Supply

Penny Davidson

Signature

Penny Davidson, A/R Specialist

Name & Title

Job # 24191 HDC

PARTIAL LIEN WAIVER AND RELEASE

Check Date: 12-4-2024

This Partial Lien Waiver and Release is submitted pursuant to the **Subcontractor Agreement** between Moore Construction Services, LLC ("Contractor") for the benefit of Village of Jackson ("Owner") and **Schranz Roofing Inc.** ("Subcontractor"), for the project known as **Jackson Community Center** (the "Project") located at N168W20330 Hickory Lane, Jackson, Wisconsin (the "Property") with respect to the work to be performed by Subcontractor ("Work").

This Partial Lien Waiver and Release is also submitted pursuant to Subcontractor's Application for Payment for roofing labor, materials and equipment installed in or furnished for the Project TO DATE and Subcontractor hereby waives the Project, the Property and Owner from any and all claims, liens, mechanic's liens, right to liens, and obligations furnished by or through the Application Date, on the Project, except as set forth below.

- (1) The Subcontractor has performed all Work through the date of the Application for Payment, pursuant to the terms and conditions of the Subcontract Documents.
- (2) Any and all subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the Subcontractor for use or incorporation into the construction of the improvements to the Property are listed in Subcontractor's Application for Payment.
- (3) All sums due by Subcontractor to subcontractors or any other party for labor, materials or services used or incorporated into the improvements to the Property, and for which Subcontractor has previously received payment, have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, Subcontractor's activities on, or improvements to, the Property, except as set forth below.
- (4) Subcontractor is not aware of any claims which may arise against Contractor and/or Owner for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of any of Subcontractor's activities or construction work on the Property.
- (5) There are no known Claims of Lien, Preliminary Notices of Lien, or any suits or claims for payment, loss or damage of any kind, nature or description which might constitute a lien upon the Property as of the date of this Partial Lien Waiver and Release Upon Payment, except as set forth below.
- (6) This Partial Lien Waiver and Release constitutes a representation by the undersigned, for and on behalf of the Subcontractor, that the payment referenced above constitutes full and complete payment for all work performed through the date of the Application for Payment, except as set forth below.
- (7) Subcontractor will indemnify and save harmless Contractor and Owner from any claim, demand, lien or right to lien, and to defend all actions arising out of the same, and to pay any costs, expenses and attorneys' fees incurred by Contractor and/or Owner in connection therewith.
- (8) The Subcontractor certifies and represents that there are sufficient funds remaining in the Subcontract Sum to complete the Project in accordance with the Subcontract Documents.
- (9) Below is a list of items which serve as an exception to the representations set forth herein (items not listed are waived irrevocably):

The undersigned warrants and represents that he or she has full authority to execute this Partial Lien Waiver and Release.

SUBCONTRACTOR:



Name & Title: Chris J. Busalacchi, President

Date: 12/5/2024

Please sign and return this form via:

E-Mail: rachael@moore-cs.com

Signature:

*mailed
12/5/24*

PARTIAL LIEN WAIVER AND RELEASE

Check Date: 12-4-2024

This Partial Lien Waiver and Release is submitted pursuant to the **Subcontractor Agreement** between Moore Construction Services, LLC ("Contractor") for the benefit of Village of Jackson ("Owner") and **Applewood Plastering Services** ("Subcontractor"), for the project known as **Jackson Community Center** (the "Project") located at N168W20330 Hickory Lane, Jackson, Wisconsin (the "Property") with respect to the work to be performed by Subcontractor ("Work").

This Partial Lien Waiver and Release is also submitted pursuant to Subcontractor's Application for Payment for EIFS labor, materials and equipment installed in or furnished for the Project TO DATE and Subcontractor hereby waives the Project, the Property and Owner from any and all claims, liens, mechanic's liens, right to liens, and obligations furnished by or through the Application Date, on the Project, except as set forth below.

- (1) The Subcontractor has performed all Work through the date of the Application for Payment, pursuant to the terms and conditions of the Subcontract Documents.
- (2) Any and all subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the Subcontractor for use or incorporation into the construction of the improvements to the Property are listed in Subcontractor's Application for Payment.
- (3) All sums due by Subcontractor to subcontractors or any other party for labor, materials or services used or incorporated into the improvements to the Property, and for which Subcontractor has previously received payment, have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, Subcontractor's activities on, or improvements to, the Property, except as set forth below.
- (4) Subcontractor is not aware of any claims which may arise against Contractor and/or Owner for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of any of Subcontractor's activities or construction work on the Property.
- (5) There are no known Claims of Lien, Preliminary Notices of Lien, or any suits or claims for payment, loss or damage of any kind, nature or description which might constitute a lien upon the Property as of the date of this Partial Lien Waiver and Release Upon Payment, except as set forth below.
- (6) This Partial Lien Waiver and Release constitutes a representation by the undersigned, for and on behalf of the Subcontractor, that the payment referenced above constitutes full and complete payment for all work performed through the date of the Application for Payment, except as set forth below.
- (7) Subcontractor will indemnify and save harmless Contractor and Owner from any claim, demand, lien or right to lien, and to defend all actions arising out of the same, and to pay any costs, expenses and attorneys' fees incurred by Contractor and/or Owner in connection therewith.
- (8) The Subcontractor certifies and represents that there are sufficient funds remaining in the Subcontract Sum to complete the Project in accordance with the Subcontract Documents.
- (9) Below is a list of items which serve as an exception to the representations set forth herein (items not listed are waived irrevocably):

The undersigned warrants and represents that he or she has full authority to execute this Partial Lien Waiver and Release.

SUBCONTRACTOR:

Signature

Name & Title: Aaron Myszkowski Chairman

Date: 12/5/2024

Please sign and return this form via:

E-Mail: rachael@moore-cs.com

CONDITIONAL PARTIAL WAIVER OF LIEN

Date: December 5, 2024

Upon receipt for payment of \$51,229.44 for Invoice M6279 CO1 less retainage, the undersigned contractor/supplier hereby partially waives and relinquishes all mechanic's liens, claims of liens, stop notice and labor and material bond rights and warrants that all labor, material or equipment furnished and/or installed has been fully paid for by contractor/supplier and that there are no amounts unpaid to its subcontractors or material suppliers or any other persons furnishing labor or material to contractor/supplier and utilized in the performance of the contract as described below to the date listed below:

For Owner: Village of Jackson

By Contractor: MasterFoam Spray Applied Technologies, LLC

For work/material, Air Barrier Systems, Blocking Rework as directed in the amount of \$1,366.05

Same being situated in Washington County, State of Wisconsin, described as,

Address: N168 W20330 Hickory Lane
Jackson, WI 53037

For all labor performed and for all material furnished for the erection, construction, alteration, remodel or repair of said building and appurtenances, except, N/A

Signature: _____

Name: Gino T. Rinaldi

Title: President

Company: MasterFoam Spray Applied Technologies

✓ mailed
12/6/24

SINCE 1997



YOUR CONSTRUCTION PARTNER

PARTIAL LIEN WAIVER AND RELEASE

Check Date: 12-4-2024

This Partial Lien Waiver and Release is submitted pursuant to the **Subcontractor Agreement** between Moore Construction Services, LLC ("Contractor") for the benefit of Village of Jackson ("Owner") and **Blair Fire Protection** ("Subcontractor"), for the project known as **Jackson Community Center** (the "Project") located at N168W20330 Hickory Lane, Jackson, Wisconsin (the "Property") with respect to the work to be performed by Subcontractor ("Work").

This Partial Lien Waiver and Release is also submitted pursuant to Subcontractor's Application for Payment for fire suppression labor, materials and equipment installed in or furnished for the Project TO DATE and Subcontractor hereby waives the Project, the Property and Owner from any and all claims, liens, mechanic's liens, right to liens, and obligations furnished by or through the Application Date, on the Project, except as set forth below.

OF 10/31/2024

- (1) The Subcontractor has performed all Work through the date of the Application for Payment, pursuant to the terms and conditions of the Subcontract Documents.
- (2) Any and all subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the Subcontractor for use or incorporation into the construction of the improvements to the Property are listed in Subcontractor's Application for Payment.
- (3) All sums due by Subcontractor to subcontractors or any other party for labor, materials or services used or incorporated into the improvements to the Property, and for which Subcontractor has previously received payment, have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, Subcontractor's activities on, or improvements to, the Property, except as set forth below.
- (4) Subcontractor is not aware of any claims which may arise against Contractor and/or Owner for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of any of Subcontractor's activities or construction work on the Property.
- (5) There are no known Claims of Lien, Preliminary Notices of Lien, or any suits or claims for payment, loss or damage of any kind, nature or description which might constitute a lien upon the Property as of the date of this Partial Lien Waiver and Release Upon Payment, except as set forth below.
- (6) This Partial Lien Waiver and Release constitutes a representation by the undersigned, for and on behalf of the Subcontractor, that the payment referenced above constitutes full and complete payment for all work performed through the date of the Application for Payment, except as set forth below.
- (7) Subcontractor will indemnify and save harmless Contractor and Owner from any claim, demand, lien or right to lien, and to defend all actions arising out of the same, and to pay any costs, expenses and attorneys' fees incurred by Contractor and/or Owner in connection therewith.
- (8) The Subcontractor certifies and represents that there are sufficient funds remaining in the Subcontract Sum to complete the Project in accordance with the Subcontract Documents.
- (9) Below is a list of items which serve as an exception to the representations set forth herein (items not listed are waived irrevocably):

The undersigned warrants and represents that he or she has full authority to execute this Partial Lien Waiver and Release.

SUBCONTRACTOR:

Signature: 

Name & Title: Shawn J Selk CFO

Date: 12/12/24

Please sign and return this form via:

E-Mail: rachael@moore-cs.com

mailed
12/12/24

PARTIAL LIEN WAIVER AND RELEASE

Check Date: 12-4-2024

This Partial Lien Waiver and Release is submitted pursuant to the **Subcontractor Agreement** between Moore Construction Services, LLC ("Contractor") for the benefit of Village of Jackson ("Owner") and **Braden Plumbing, Inc.** ("Subcontractor"), for the project known as **Jackson Community Center** (the "Project") located at N168W20330 Hickory Lane, Jackson, Wisconsin (the "Property") with respect to the work to be performed by Subcontractor ("Work").

This Partial Lien Waiver and Release is also submitted pursuant to Subcontractor's Application for Payment for plumbing labor, materials and equipment installed in or furnished for the Project TO DATE and Subcontractor hereby waives the Project, the Property and Owner from any and all claims, liens, mechanic's liens, right to liens, and obligations furnished by or through the Application Date, on the Project, except as set forth below.

- (1) The Subcontractor has performed all Work through the date of the Application for Payment, pursuant to the terms and conditions of the Subcontract Documents.
- (2) Any and all subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the Subcontractor for use or incorporation into the construction of the improvements to the Property are listed in Subcontractor's Application for Payment.
- (3) All sums due by Subcontractor to subcontractors or any other party for labor, materials or services used or incorporated into the improvements to the Property, and for which Subcontractor has previously received payment, have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, Subcontractor's activities on, or improvements to, the Property, except as set forth below.
- (4) Subcontractor is not aware of any claims which may arise against Contractor and/or Owner for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of any of Subcontractor's activities or construction work on the Property.
- (5) There are no known Claims of Lien, Preliminary Notices of Lien, or any suits or claims for payment, loss or damage of any kind, nature or description which might constitute a lien upon the Property as of the date of this Partial Lien Waiver and Release Upon Payment, except as set forth below.
- (6) This Partial Lien Waiver and Release constitutes a representation by the undersigned, for and on behalf of the Subcontractor, that the payment referenced above constitutes full and complete payment for all work performed through the date of the Application for Payment, except as set forth below.
- (7) Subcontractor will indemnify and save harmless Contractor and Owner from any claim, demand, lien or right to lien, and to defend all actions arising out of the same, and to pay any costs, expenses and attorneys' fees incurred by Contractor and/or Owner in connection therewith.
- (8) The Subcontractor certifies and represents that there are sufficient funds remaining in the Subcontract Sum to complete the Project in accordance with the Subcontract Documents.
- (9) Below is a list of items which serve as an exception to the representations set forth herein (items not listed are waived irrevocably):

The undersigned warrants and represents that he or she has full authority to execute this Partial Lien Waiver and Release.

SUBCONTRACTOR:

Signature:

Name & Title: Jarrod S. Becker, V.P.

Date: 12-5-2024

Please sign and return this form via:

E-Mail: rachael@moore-cs.com

*mailed
relates*

HAJOCA CORPORATION

District Credit Office
4085 McDonald Dr, Dubuque, IA 52003
Phone 800.280.3710 Fax 563.583.0031

www.hajoca.com



Waiver

December 6, 2024

STATE OF IOWA

COUNTY OF DUBUQUE

TO ALL WHOM IT MAY CONCERN:

WHEREAS, We, the undersigned Able Distributing-Div. of Hajoca Corp., have been employed by

Braden Plumbing
944 N 45th St
Milwaukee, WI 53208

to furnish materials for the building or other Improvements on the premises known as:

Jackson Community Center
N168W20330 Hickory Lane
Jackson, WI

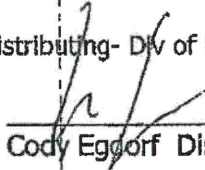
Owned by Village of Jackson

NOW, THEREFORE, KNOW YE, That We, the undersigned for and in consideration of Payment in Full through Oct 31st 2024, the receipt whereof is hereby acknowledged, hereby waive and release any and all lien, or claim or right of lien on said above described building and premises under Statutes, relating to Mechanics Lien, on account of materials furnished to Braden Plumbing for said premises.

GIVEN Under our hand and seal this 6th day of Dec, 2024.

Able Distributing- Div of Hajoca Corp.

By


Cody Eggert District Credit Manager

Able Distributing
Division of Hajoca Corp.

PARTIAL LIEN WAIVER AND RELEASE

Check Date: 12-4-2024

This Partial Lien Waiver and Release is submitted pursuant to the **Subcontractor Agreement** between Moore Construction Services, LLC ("Contractor") for the benefit of Village of Jackson ("Owner") and **Sure-Fire, Inc.** ("Subcontractor"), for the project known as **Jackson Community Center** (the "Project") located at N168W20330 Hickory Lane, Jackson, Wisconsin (the "Property") with respect to the work to be performed by Subcontractor ("Work").

This Partial Lien Waiver and Release is also submitted pursuant to Subcontractor's Application for Payment for HVAC labor, materials and equipment installed in or furnished for the Project TO DATE and Subcontractor hereby waives the Project, the Property and Owner from any and all claims, liens, mechanic's liens, right to liens, and obligations furnished by or through the Application Date, on the Project, except as set forth below.

- (1) The Subcontractor has performed all Work through the date of the Application for Payment, pursuant to the terms and conditions of the Subcontract Documents.
- (2) Any and all subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the Subcontractor for use or incorporation into the construction of the improvements to the Property are listed in Subcontractor's Application for Payment.
- (3) All sums due by Subcontractor to subcontractors or any other party for labor, materials or services used or incorporated into the improvements to the Property, and for which Subcontractor has previously received payment, have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, Subcontractor's activities on, or improvements to, the Property, except as set forth below.
- (4) Subcontractor is not aware of any claims which may arise against Contractor and/or Owner for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of any of Subcontractor's activities or construction work on the Property.
- (5) There are no known Claims of Lien, Preliminary Notices of Lien, or any suits or claims for payment, loss or damage of any kind, nature or description which might constitute a lien upon the Property as of the date of this Partial Lien Waiver and Release Upon Payment, except as set forth below.
- (6) This Partial Lien Waiver and Release constitutes a representation by the undersigned, for and on behalf of the Subcontractor, that the payment referenced above constitutes full and complete payment for all work performed through the date of the Application for Payment, except as set forth below.
- (7) Subcontractor will indemnify and save harmless Contractor and Owner from any claim, demand, lien or right to lien, and to defend all actions arising out of the same, and to pay any costs, expenses and attorneys' fees incurred by Contractor and/or Owner in connection therewith.
- (8) The Subcontractor certifies and represents that there are sufficient funds remaining in the Subcontract Sum to complete the Project in accordance with the Subcontract Documents.
- (9) Below is a list of items which serve as an exception to the representations set forth herein (items not listed are waived irrevocably):

The undersigned warrants and represents that he or she has full authority to execute this Partial Lien Waiver and Release.

SUBCONTRACTOR:

Signature: Kristin Eichorst

Name & Title: Kristin Eichorst, Assistant PM

Date: December 5, 2024

Please sign and return this form via:

E-Mail: rachael@moore-cs.com

*mailed
12/9/24*

UNCONDITIONAL WAIVER AND RELEASE ON PARTIAL PAYMENT

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

Identifying Information

Name of Claimant: Trane US Inc
Name of Customer: Sure Fire Inc
Job Name: Jackson Community Center
Owner: N165 W20330 Hickory Lane, Jackson, WI 53037
Job Number/Inv Numbers: Invoices 990097254 990097629 990100676

Unconditional Waiver and Partial Release

Trane for and in consideration of the sum of \$ 71,056.38, does hereby waive and release, to the extent of this payment amount only, any and all mechanic's lien claims, payment bond claims, or right to a mechanic's lien or payment bond claim, and any and all other claims Trane has on the Project described above on account of labor or materials, both, furnished for the Project under the Trane job number described above. This waiver, however, does not apply to any labor or materials furnished by Trane under any other Trane job number or invoice that may exist between Trane and its customer, or any other party, for the Project.

Exceptions

This document does not affect any of the following:

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

Signature

Claimant's Signature: *Michael J. King*
Claimant's Title: Authorized Signatory
Date of Signature: 12/5/2024
Notary Public: *Jacquelyn Kay Halby*
Expiration: 11/02/2025

Seal:



PARTIAL LIEN WAIVER AND RELEASE

Check Date: 12-4-2024

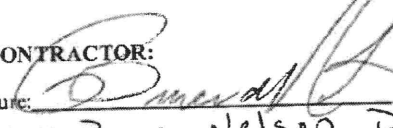
This Partial Lien Waiver and Release is submitted pursuant to the **Subcontractor Agreement** between Moore Construction Services, LLC ("Contractor") for the benefit of Village of Jackson ("Owner") and **Nelco Electric, Inc.** ("Subcontractor"), for the project known as **Jackson Community Center** (the "Project") located at N168W20330 Hickory Lane, Jackson, Wisconsin (the "Property") with respect to the work to be performed by Subcontractor ("Work").

This Partial Lien Waiver and Release is also submitted pursuant to Subcontractor's Application for Payment for electric labor, materials and equipment installed in or furnished for the Project TO DATE and Subcontractor hereby waives the Project, the Property and Owner from any and all claims, liens, mechanic's liens, right to liens, and obligations furnished by or through the Application Date, on the Project, except as set forth below.

- (1) The Subcontractor has performed all Work through the date of the Application for Payment, pursuant to the terms and conditions of the Subcontract Documents.
- (2) Any and all subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the Subcontractor for use or incorporation into the construction of the improvements to the Property are listed in Subcontractor's Application for Payment.
- (3) All sums due by Subcontractor to subcontractors or any other party for labor, materials or services used or incorporated into the improvements to the Property, and for which Subcontractor has previously received payment, have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, Subcontractor's activities on, or improvements to, the Property, except as set forth below.
- (4) Subcontractor is not aware of any claims which may arise against Contractor and/or Owner for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of any of Subcontractor's activities or construction work on the Property.
- (5) There are no known Claims of Lien, Preliminary Notices of Lien, or any suits or claims for payment, loss or damage of any kind, nature or description which might constitute a lien upon the Property as of the date of this Partial Lien Waiver and Release Upon Payment, except as set forth below.
- (6) This Partial Lien Waiver and Release constitutes a representation by the undersigned, for and on behalf of the Subcontractor, that the payment referenced above constitutes full and complete payment for all work performed through the date of the Application for Payment, except as set forth below.
- (7) Subcontractor will indemnify and save harmless Contractor and Owner from any claim, demand, lien or right to lien, and to defend all actions arising out of the same, and to pay any costs, expenses and attorneys' fees incurred by Contractor and/or Owner in connection therewith.
- (8) The Subcontractor certifies and represents that there are sufficient funds remaining in the Subcontract Sum to complete the Project in accordance with the Subcontract Documents.
- (9) Below is a list of items which serve as an exception to the representations set forth herein (items not listed are waived irrevocably):

The undersigned warrants and represents that he or she has full authority to execute this Partial Lien Waiver and Release.

SUBCONTRACTOR:

Signature: 

Name & Title: Bruce Nelson President

Date: 12-12-24

Please sign and return this form via:
E-Mail: rachael@moore-cs.com

1 mailed
12/12/24



CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

**WAIVER AND RELEASE UPON
PARTIAL PAYMENT**

THE UNDERSIGNED HAS BEEN PAID AND HAS RECEIVED A PROGRESS PAYMENT IN THE
AMOUNT OF \$ 63,147.36 FOR SERVICES, EQUIPMENT OR MATERIAL FURNISHED TO

NELCO ELECTRIC INC.

WHERE AS,

CITY OF JACKSON

IS THE OWNER OF THE JOB LOCATED AT

JACKSON COMMUNITY CENTER N165 W20330 HICKORY LN JACKSON, WI. 53037

AND DOES HEREBY RELEASE ANY MECHANIC'S LIEN, STOP NOTICE, OR BOND RIGHTS

THAT THE UNDERSIGNED HAS ON THE ABOVE REFERENCED JOB TO THE FOLLOWING

EXTENT. THIS RELEASE COVERS A PROGRESS PAYMENT FOR SERVICES, EQUIPMENT, OR

MATERIALS FURNISHED TO NELCO ELECTRIC INC. AND INVOICED

THROUGH 10/31/2024 ONLY AND DOES NOT COVER ANY RETENTION OR ITEMS

FURNISHED ON OR AFTER THAT DATE.

DATED THIS 12/12/2024

CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC

BY:

JENNIFER RADA - CREDIT ANALYST

NOTICE TO PERSONS SIGNING THIS WAIVER: 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 A CONDITIONAL RELEASE FORM.

DBA EFENGEE ELECTRICAL SUPPLY, LAPPIN ELECTRIC, INTERSTATE ELECTRIC & CED
1005 INTERNATIONALE PKWY STE 220 WOODRIDGE, IL 60517 PHONE# 630-972-3920

PARTIAL LIEN WAIVER AND RELEASE

Check Date: 12-4-2024

This Partial Lien Waiver and Release is submitted pursuant to the **Subcontractor Agreement** between Moore Construction Services, LLC ("Contractor") for the benefit of Village of Jackson ("Owner") and Circle Electric, Inc. ("Subcontractor"), for the project known as **Jackson Community Center** (the "Project") located at N168W20330 Hickory Lane, Jackson, Wisconsin (the "Property") with respect to the work to be performed by Subcontractor ("Work").

This Partial Lien Waiver and Release is also submitted pursuant to Subcontractor's Application for Payment for low voltage labor, materials and equipment installed in or furnished for the Project TO DATE and Subcontractor hereby waives the Project, the Property and Owner from any and all claims, liens, mechanic's liens, right to liens, and obligations furnished by or through the Application Date, on the Project, except as set forth below.

- (1) The Subcontractor has performed all Work through the date of the Application for Payment, pursuant to the terms and conditions of the Subcontract Documents.
- (2) Any and all subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the Subcontractor for use or incorporation into the construction of the improvements to the Property are listed in Subcontractor's Application for Payment.
- (3) All sums due by Subcontractor to subcontractors or any other party for labor, materials or services used or incorporated into the improvements to the Property, and for which Subcontractor has previously received payment, have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, Subcontractor's activities on, or improvements to, the Property, except as set forth below.
- (4) Subcontractor is not aware of any claims which may arise against Contractor and/or Owner for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of any of Subcontractor's activities or construction work on the Property.
- (5) There are no known Claims of Lien, Preliminary Notices of Lien, or any suits or claims for payment, loss or damage of any kind, nature or description which might constitute a lien upon the Property as of the date of this Partial Lien Waiver and Release Upon Payment, except as set forth below.
- (6) This Partial Lien Waiver and Release constitutes a representation by the undersigned, for and on behalf of the Subcontractor, that the payment referenced above constitutes full and complete payment for all work performed through the date of the Application for Payment, except as set forth below.
- (7) Subcontractor will indemnify and save harmless Contractor and Owner from any claim, demand, lien or right to lien, and to defend all actions arising out of the same, and to pay any costs, expenses and attorneys' fees incurred by Contractor and/or Owner in connection therewith.
- (8) The Subcontractor certifies and represents that there are sufficient funds remaining in the Subcontract Sum to complete the Project in accordance with the Subcontract Documents.
- (9) Below is a list of items which serve as an exception to the representations set forth herein (items not listed are waived irrevocably):

The undersigned warrants and represents that he or she has full authority to execute this Partial Lien Waiver and Release.

SUBCONTRACTOR:

Signature: Ryan Kastanek
Name & Title: Ryan Kastanek
Date: 12/5/2024

Digitally signed by Ryan Kastanek
DN: cn=Ryan Kastanek, o=Circle Electric, ou=Circle Electric, email=ryan.kastanek@circleelectric.com
Reason: I am approving this document
Date: 2024.12.05 12:12:10-0500

Please sign and return this form via:
E-Mail: rachael@moore-cs.com

Handwritten:
Vmailed
12/6/24

PARTIAL LIEN WAIVER AND RELEASE

Check Date: 12-4-2024

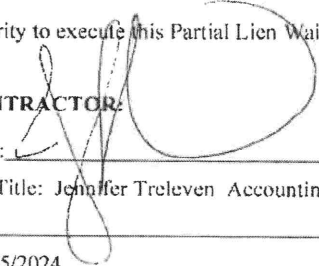
This Partial Lien Waiver and Release is submitted pursuant to the **Purchase Order# 792988** between Moore Construction Services, LLC ("Contractor") for the benefit of Village of Jackson ("Owner") and **Block Iron & Supply** ("Subcontractor"), for the project known as **Jackson Community Center** (the "Project") located at N168W20330 Hickory Lane, Jackson, Wisconsin (the "Property") with respect to the work to be performed by Subcontractor ("Work").

This Partial Lien Waiver and Release is also submitted pursuant to Subcontractor's Application for Payment for doors, frames, hardware and toilet accessories labor, materials and equipment installed in or furnished for the Project TO DATE and Subcontractor hereby waives the Project, the Property and Owner from any and all claims, liens, mechanic's liens, right to liens, and obligations furnished by or through the Application Date, on the Project, except as set forth below.

- (1) The Subcontractor has performed all Work through the date of the Application for Payment, pursuant to the terms and conditions of the Subcontract Documents.
- (2) Any and all subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the Subcontractor for use or incorporation into the construction of the improvements to the Property are listed in Subcontractor's Application for Payment.
- (3) All sums due by Subcontractor to subcontractors or any other party for labor, materials or services used or incorporated into the improvements to the Property, and for which Subcontractor has previously received payment, have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, Subcontractor's activities on, or improvements to, the Property, except as set forth below.
- (4) Subcontractor is not aware of any claims which may arise against Contractor and/or Owner for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of any of Subcontractor's activities or construction work on the Property.
- (5) There are no known Claims of Lien, Preliminary Notices of Lien, or any suits or claims for payment, loss or damage of any kind, nature or description which might constitute a lien upon the Property as of the date of this Partial Lien Waiver and Release Upon Payment, except as set forth below.
- (6) This Partial Lien Waiver and Release constitutes a representation by the undersigned, for and on behalf of the Subcontractor, that the payment referenced above constitutes full and complete payment for all work performed through the date of the Application for Payment, except as set forth below.
- (7) Subcontractor will indemnify and save harmless Contractor and Owner from any claim, demand, lien or right to lien, and to defend all actions arising out of the same, and to pay any costs, expenses and attorneys' fees incurred by Contractor and/or Owner in connection therewith.
- (8) The Subcontractor certifies and represents that there are sufficient funds remaining in the Subcontract Sum to complete the Project in accordance with the Subcontract Documents.
- (9) Below is a list of items which serve as an exception to the representations set forth herein (items not listed are waived irrevocably):

The undersigned warrants and represents that he or she has full authority to execute this Partial Lien Waiver and Release.

SUBCONTRACTOR:

Signature: 
Name & Title: Jennifer Treleven Accounting
Manager
Date: 12/5/2024

Please sign and return this form via:
E-Mail: rachael@moore-cs.com

*✓ mailed
12/5/24*



YOUR CONSTRUCTION PARTNER

PARTIAL LIEN WAIVER AND RELEASE

Check Date: 12-4-2024

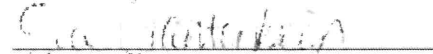
This Partial Lien Waiver and Release is submitted pursuant to the **Purchase Order# 3613 and 3703** between Moore Construction Services, LLC ("Contractor") for the benefit of Village of Jackson ("Owner") and **Parish Survey & Engineering** ("Subcontractor"), for the project known as **Jackson Community Center** (the "Project") located at N168W20330 Hickory Lane, Jackson, Wisconsin (the "Property") with respect to the work to be performed by Subcontractor ("Work").

This Partial Lien Waiver and Release is also submitted pursuant to Subcontractor's Application for Payment for professional staging services labor, materials and equipment installed in or furnished for the Project TO DATE and Subcontractor hereby waives the Project, the Property and Owner from any and all claims, liens, mechanic's liens, right to liens, and obligations furnished by or through the Application Date, on the Project, except as set forth below.

- (1) The Subcontractor has performed all Work through the date of the Application for Payment, pursuant to the terms and conditions of the Subcontract Documents.
- (2) Any and all subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the Subcontractor for use or incorporation into the construction of the improvements to the Property are listed in Subcontractor's Application for Payment.
- (3) All sums due by Subcontractor to subcontractors or any other party for labor, materials or services used or incorporated into the improvements to the Property, and for which Subcontractor has previously received payment, have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, Subcontractor's activities on, or improvements to, the Property, except as set forth below.
- (4) Subcontractor is not aware of any claims which may arise against Contractor and/or Owner for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of any of Subcontractor's activities or construction work on the Property.
- (5) There are no known Claims of Lien, Preliminary Notices of Lien, or any suits or claims for payment, loss or damage of any kind, nature or description which might constitute a lien upon the Property as of the date of this Partial Lien Waiver and Release Upon Payment, except as set forth below.
- (6) This Partial Lien Waiver and Release constitutes a representation by the undersigned, for and on behalf of the Subcontractor, that the payment referenced above constitutes full and complete payment for all work performed through the date of the Application for Payment, except as set forth below.
- (7) Subcontractor will indemnify and save harmless Contractor and Owner from any claim, demand, lien or right to lien, and to defend all actions arising out of the same, and to pay any costs, expenses and attorneys' fees incurred by Contractor and/or Owner in connection therewith.
- (8) The Subcontractor certifies and represents that there are sufficient funds remaining in the Subcontract Sum to complete the Project in accordance with the Subcontract Documents.
- (9) Below is a list of items which serve as an exception to the representations set forth herein (items not listed are waived irrevocably):

The undersigned warrants and represents that he or she has full authority to execute this Partial Lien Waiver and Release.

SUBCONTRACTOR:



Name & Title: Sue Gantenbein, Office Administrator

Date: 12/5/2024

Please sign and return this form via:

E-Mail: rachael@moore-cs.com

Signature:

W146 N5650 Enterprise Avenue | Menomonee Falls, WI 53051 | P: 262-345-1280

✓ mailed
12/5/24

PARTIAL LIEN WAIVER AND RELEASE

Check Date: 12-4-2024

This Partial Lien Waiver and Release is submitted pursuant to the **Subcontractor Agreement** between Moore Construction Services, LLC ("Contractor") for the benefit of Village of Jackson ("Owner") and Corcoran Glass, LLC ("Subcontractor"), for the project known as **Jackson Community Center** (the "Project") located at N168W20330 Hickory Lane, Jackson, Wisconsin (the "Property") with respect to the work to be performed by Subcontractor ("Work").

This Partial Lien Waiver and Release is also submitted pursuant to Subcontractor's Application for Payment for aluminum storefronts system labor, materials and equipment installed in or furnished for the Project TO DATE and Subcontractor hereby waives the Project, the Property and Owner from any and all claims, liens, mechanic's liens, right to liens, and obligations furnished by or through the Application Date, on the Project, except as set forth below.

- (1) The Subcontractor has performed all Work through the date of the Application for Payment, pursuant to the terms and conditions of the Subcontract Documents.
- (2) Any and all subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the Subcontractor for use or incorporation into the construction of the improvements to the Property are listed in Subcontractor's Application for Payment.
- (3) All sums due by Subcontractor to subcontractors or any other party for labor, materials or services used or incorporated into the improvements to the Property, and for which Subcontractor has previously received payment, have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, Subcontractor's activities on, or improvements to, the Property, except as set forth below.
- (4) Subcontractor is not aware of any claims which may arise against Contractor and/or Owner for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of any of Subcontractor's activities or construction work on the Property.
- (5) There are no known Claims of Lien, Preliminary Notices of Lien, or any suits or claims for payment, loss or damage of any kind, nature or description which might constitute a lien upon the Property as of the date of this Partial Lien Waiver and Release Upon Payment, except as set forth below.
- (6) This Partial Lien Waiver and Release constitutes a representation by the undersigned, for and on behalf of the Subcontractor, that the payment referenced above constitutes full and complete payment for all work performed through the date of the Application for Payment, except as set forth below.
- (7) Subcontractor will indemnify and save harmless Contractor and Owner from any claim, demand, lien or right to lien, and to defend all actions arising out of the same, and to pay any costs, expenses and attorneys' fees incurred by Contractor and/or Owner in connection therewith.
- (8) The Subcontractor certifies and represents that there are sufficient funds remaining in the Subcontract Sum to complete the Project in accordance with the Subcontract Documents.
- (9) Below is a list of items which serve as an exception to the representations set forth herein (items not listed are waived irrevocably):

The undersigned warrants and represents that he or she has full authority to execute this Partial Lien Waiver and Release.

SUBCONTRACTOR:

Signature:

Name & Title:

Date:

Please sign and return this form via:

E-Mail: rachael@moore-cs.com

✓mailed
12/5/24



YOUR CONSTRUCTION PARTNER

PARTIAL LIEN WAIVER AND RELEASE

Check Date: 12-4-2024

This Partial Lien Waiver and Release is submitted pursuant to the **Subcontractor Agreement** between Moore Construction Services, LLC ("Contractor") for the benefit of Village of Jackson ("Owner") and **Mike Koenig Construction / Elite Builds** ("Subcontractor"), for the project known as **Jackson Community Center** (the "Project") located at N168W20330 Hickory Lane, Jackson, Wisconsin (the "Property") with respect to the work to be performed by Subcontractor ("Work").

This Partial Lien Waiver and Release is also submitted pursuant to Subcontractor's Application for Payment for concrete labor, materials and equipment installed in or furnished for the Project TO DATE and Subcontractor hereby waives the Project, the Property and Owner from any and all claims, liens, mechanic's liens, right to liens, and obligations furnished by or through the Application Date, on the Project, except as set forth below.

- (1) The Subcontractor has performed all Work through the date of the Application for Payment, pursuant to the terms and conditions of the Subcontract Documents.
- (2) Any and all subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the Subcontractor for use or incorporation into the construction of the improvements to the Property are listed in Subcontractor's Application for Payment.
- (3) All sums due by Subcontractor to subcontractors or any other party for labor, materials or services used or incorporated into the improvements to the Property, and for which Subcontractor has previously received payment, have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, Subcontractor's activities on, or improvements to, the Property, except as set forth below.
- (4) Subcontractor is not aware of any claims which may arise against Contractor and/or Owner for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of any of Subcontractor's activities or construction work on the Property.
- (5) There are no known Claims of Lien, Preliminary Notices of Lien, or any suits or claims for payment, loss or damage of any kind, nature or description which might constitute a lien upon the Property as of the date of this Partial Lien Waiver and Release Upon Payment, except as set forth below.
- (6) This Partial Lien Waiver and Release constitutes a representation by the undersigned, for and on behalf of the Subcontractor, that the payment referenced above constitutes full and complete payment for all work performed through the date of the Application for Payment, except as set forth below.
- (7) Subcontractor will indemnify and save harmless Contractor and Owner from any claim, demand, lien or right to lien, and to defend all actions arising out of the same, and to pay any costs, expenses and attorneys' fees incurred by Contractor and/or Owner in connection therewith.
- (8) The Subcontractor certifies and represents that there are sufficient funds remaining in the Subcontract Sum to complete the Project in accordance with the Subcontract Documents.
- (9) Below is a list of items which serve as an exception to the representations set forth herein (items not listed are waived irrevocably):

The undersigned warrants and represents that he or she has full authority to execute this Partial Lien Waiver and Release.

SUBCONTRACTOR:

Signature: _____

Donna Tewelis

Name & Title: Donna Tewelis, Corp. Secretary

Date: December 9, 2024

Please sign and return this form via:

E-Mail: rachael@moore-cs.com

*✓mailed
12/9/24*

PARTIAL LIEN WAIVER AND RELEASE

Check Date: 12-4-2024

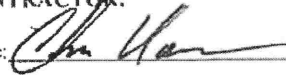
This Partial Lien Waiver and Release is submitted pursuant to the **Subcontractor Agreement** between Moore Construction Services, LLC ("Contractor") for the benefit of Village of Jackson ("Owner") and **Carpet Service Int., Inc.** ("Subcontractor"), for the project known as **Jackson Community Center** (the "Project") located at N168W20330 Hickory Lane, Jackson, Wisconsin (the "Property") with respect to the work to be performed by Subcontractor ("Work").

This Partial Lien Waiver and Release is also submitted pursuant to Subcontractor's Application for Payment for tile and flooring labor, materials and equipment installed in or furnished for the Project TO DATE and Subcontractor hereby waives the Project, the Property and Owner from any and all claims, liens, mechanic's liens, right to liens, and obligations furnished by or through the Application Date, on the Project, except as set forth below.

- (1) The Subcontractor has performed all Work through the date of the Application for Payment, pursuant to the terms and conditions of the Subcontract Documents.
- (2) Any and all subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the Subcontractor for use or incorporation into the construction of the improvements to the Property are listed in Subcontractor's Application for Payment.
- (3) All sums due by Subcontractor to subcontractors or any other party for labor, materials or services used or incorporated into the improvements to the Property, and for which Subcontractor has previously received payment, have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, Subcontractor's activities on, or improvements to, the Property, except as set forth below.
- (4) Subcontractor is not aware of any claims which may arise against Contractor and/or Owner for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of any of Subcontractor's activities or construction work on the Property.
- (5) There are no known Claims of Lien, Preliminary Notices of Lien, or any suits or claims for payment, loss or damage of any kind, nature or description which might constitute a lien upon the Property as of the date of this Partial Lien Waiver and Release Upon Payment, except as set forth below.
- (6) This Partial Lien Waiver and Release constitutes a representation by the undersigned, for and on behalf of the Subcontractor, that the payment referenced above constitutes full and complete payment for all work performed through the date of the Application for Payment, except as set forth below.
- (7) Subcontractor will indemnify and save harmless Contractor and Owner from any claim, demand, lien or right to lien, and to defend all actions arising out of the same, and to pay any costs, expenses and attorneys' fees incurred by Contractor and/or Owner in connection therewith.
- (8) The Subcontractor certifies and represents that there are sufficient funds remaining in the Subcontract Sum to complete the Project in accordance with the Subcontract Documents.
- (9) Below is a list of items which serve as an exception to the representations set forth herein (items not listed are waived irrevocably):

The undersigned warrants and represents that he or she has full authority to execute this Partial Lien Waiver and Release.

SUBCONTRACTOR:

Signature: 

Name & Title: Chris Hastings/ Estimator/PM

Date: 12-5-2024

Please sign and return this form via:

E-Mail: rachael@moore-cs.com

✓ picked
up
12/5/24

Memo

To: Jen Heidtke, Village Administrator
From: Brian W. Kober, P. E., Director of Public Works 
Subject: Maple Fields Phase #1 Subdivision – Letter of Credit Release
Date: January 8, 2025
CC: Kevin Anderson, Neumann Developments, Inc.

The Village of Jackson has reviewed the letter of credit reduction as submitted by Kevin Anderson from Neumann Developments, Inc. dating January 2, 2025, for Maple Fields Phase #1 Subdivision.

The Developer has completed all public improvements per the list in the letter of credit.

Recommend approval of releasing the letter of credit amount to \$0.00.

If you have any questions, please let me know.

Brian W. Kober, P.E.



Public Improvements Letter of Credit

	Quantity	Unit	Public Works			
			Original \$	Prior Completed	Current Completed	Balance
Sanitary Sewer						
8" PVC SDR-35 Sanitary Sewer Main (Spoil Backfill)	2775	LF	160,950.00	160,950.00		\$ -
8" PVC SDR-35 Sanitary Sewer Main (Granular Backfill)	1684	LF	181,872.00	181,872.00		\$ -
6" PVC SDR-35 Sanitary Lateral (35/ea)	1400	LF	79,053.00	79,053.00		\$ -
48" Dia. Sanitary Manhole	291	VF	87,300.00	87,300.00		\$ -
Connection to Existing Sanitary Sewer	1	EA	1,000.00	1,000.00		\$ -
6" PVC SDR-35 Sanitary Lateral (Future Phases - 42/ea)	1677	LF	93,450.00	93,450.00		\$ -
Sub-Total:			603,625.00	603,625.00	0.00	0.00
Water Main						
8" PVC C-900 Class 235 Water Main (Spoil Backfill)	2254	LF	132,986.00	132,986.00		\$ -
8" PVC C-900 Class 235 Water Main (Granular Backfill)	2027	LF	166,241.00	166,241.00		\$ -
6" PVC C-900 CLASS 235 Water Main (Spoil Backfill)	81	LF	6,480.00	6,480.00		\$ -
6" PVC C-900 CLASS 235 Water Main (Granular Backfill)	66	LF	8,930.00	8,930.00		\$ -
8" Gate Valve w/ Valve Box	11	EA	27,500.00	27,500.00		\$ -
6" Gate Valve w/ Valve Box	14	EA	26,600.00	26,600.00		\$ -
Hydrant Assembly w/ 6" Valve	13	EA	59,800.00	59,800.00		\$ -
Existing Hydrant - Relocated	1	EA	1,500.00	1,500.00		\$ -
1 1/2" Poly Water Service Line	1616	LF	59,085.00	59,085.00		\$ -
Curb Stop	38	EA	11,400.00	11,400.00		\$ -
Connect to Existing Water	3	EA	1,500.00	1,500.00		\$ -
Sub-Total:			502,022.00	502,022.00	0.00	0.00
Storm Sewer						
8" PVC Storm Pipe	45	LF	1,350.00	1,350.00		\$ -
12" RCP Storm Sewer	1015	LF	44,660.00	44,660.00		\$ -
15" RCP Storm Sewer	48	LF	2,880.00	2,880.00		\$ -
15" HDPE Storm Culvert	64	LF	3,840.00	3,840.00		\$ -
18" RCP Storm Sewer	577	LF	28,850.00	28,850.00		\$ -
24" RCP Storm Sewer	562	LF	30,910.00	30,910.00		\$ -
6" Sump Collector	675	LF	16,875.00	16,875.00		\$ -
6" PVC (sump laterals)	974	LF	24,350.00	24,350.00		\$ -
Sump Clean Out	8	EA	9,600.00	9,600.00		\$ -
2x3 Precast Inlets w/Frame & Grate	15	EA	26,250.00	26,250.00		\$ -
48" Dia. Precast Manhole (w/ sump)	1	EA	2,500.00	2,500.00		\$ -
42" Dia. Precast Field Inlet	3	EA	5,700.00	5,700.00		\$ -
48" Dia. Precast Manhole	10	EA	20,000.00	20,000.00		\$ -
15" HDPE End Section w/ Rip rap	4	EA	1,600.00	1,600.00		\$ -
15" Pipe End Section	2	EA	1,000.00	1,000.00		\$ -
18" Pipe End Section	1	EA	800.00	800.00		\$ -
Storm Ponds						
36" RCP Pond Outlet Pipe	200	LF	13,000.00	13,000.00		\$ -
24" RCP Pond Outlet Pipe	75	LF	4,500.00	4,500.00		\$ -
8" PVC Riser Inlet Pipe	9	LF	900.00	900.00		\$ -
48" Riser Structure	1	EA	2,500.00	2,500.00		\$ -
60" Riser Structure	1	EA	3,000.00	3,000.00		\$ -
36" End Section w/ Rip Rap	1	EA	1,000.00	1,000.00		\$ -
24" End Section w/ Rip Rap	1	EA	900.00	900.00		\$ -
Sub-Total:			246,965.00	246,965.00	0.00	0.00
Curb, Gutter & Roadways						
6" - 3/4" Traffic Bond Base Course	3637	Ton	56,100.00	\$ 56,100.00		\$ -
6" - 1.25" Traffic Bond Base Course	3637	Ton	47,850.00	\$ 47,850.00		\$ -
30" Mountable Curb & Gutter	4388	LF	67,386.00	\$ 67,386.00		\$ -
Concrete Flumes	2	EA	1,050.00	\$ 1,050.00		\$ -
Bituminous Asphalt Pvmnt. (Binder Course)	8781	SY	88,454.00	\$ 88,454.00		\$ -
Base Stone for sidewalk	1998	SY	18,060.00	\$ 16,500.00	\$ 1,560.00	\$ -
Concrete Sidewalk 5"	1663	SY	61,690.00	\$ 55,000.00	\$ 6,690.00	\$ -
ADA Ramps	6	EA	2,250.00	\$ 2,250.00		\$ -
Milling, Paving Rings & Interim Inlets	1	LS	36,900.00		\$ 36,900.00	\$ -
Bituminous Asphalt Pvmnt. (Surface Course)	8781	SY	55,320.00		\$ 55,320.00	\$ -
Steet Lights			50,000.00		\$ 50,000.00	\$ -
Sub-Total:			\$ 485,060.00	\$ 334,590.00	\$ 150,470.00	\$ -
Sanitary, Water & Storm LOC:			\$ 1,837,672.00	\$ 1,687,202.00	\$ 150,470.00	\$ -



January 02, 2025

Village of Jackson
Brian Kober, DPW
N168 W19851 Main Street
Jackson, WI 53037\

**Re: Request for Letter of Credit – Release Request
Maple Fields Subdivision – Phase 1**

Mr. Kober:

Neumann Developments, Inc. is hereby submitting this request, on behalf of Maple Fields, LLC, for a full release of the Letter of Credit as issued Midland States Bank for the Maple Fields subdivision in accordance with the Development Agreement. The basis of this reduction is the completion of the public improvements within the subdivision.

We are requesting a reduction in the LOC for work completed as follows:

Current LOC Amount	\$150,470.00
Reduction Request	<u>(\$150,470.00)</u>
Proposed New LOC	\$0.00

This reduction is being requested in accordance with the work as completed for the project. Please find the attached recap sheet outlining the amounts being requested above. Note the only outstanding item is the reimbursement to the Village for the street lighting. Upon receipt of the invoice, Neumann will make full payment to the Village for this work.

If any additional information is required please feel free to contact me. Please forward a written authorization for the release of the Letter of Credit and I will coordinate with the lender as appropriate.

Sincerely,

Neumann Developments

Kevin Anderson
Project Manager

NEUMANN DEVELOPMENTS, INC. * N27 W24025 PAUL CT. SUITE 100 * PEWAUKEE, WI 53072
262-542-9200 * FAX: 262-349-9324 * NEUMANNDEVELOPMENTSINC.COM

RESOLUTION #25-01

A RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF BORROWING

WHEREAS, the Village of Jackson, Washington County, Wisconsin (the "Issuer") plans to undertake a capital project, described generally as the Jackson Dog Park (the "Project"); and

WHEREAS, the Issuer expects to finance the Project on a long-term basis by issuing tax-exempt bonds or other tax-exempt obligations (collectively, the "Bonds"); and

WHEREAS, because the Bonds will not be issued prior to commencement of the Project, the Issuer must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, the Village Board (the "Governing Body") of the Issuer deems it to be necessary, desirable, and in the best interests of the Issuer to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Issuer that:

Section 1. Expenditure of Funds. The Issuer shall make expenditures as needed from its funds on hand to pay the cost of the Project until proceeds of the Bonds become available.

Section 2. Declaration of Official Intent. The Issuer hereby officially declares its intent under Treas. Reg. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$500,000.00.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. The Resolution shall be made available for public inspection at the office of the Issuer's Clerk within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19 and shall remain available for public inspection until the Bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Introduced by:_____

Seconded by:_____

Vote: _____ Ayes _____ Nays

Passed and Approved:_____

VILLAGE BOARD, VILLAGE OF JACKSON

Brian J. Heckendorf – Village President

Attest:_____
Jacqueline Schuh – Village Clerk

Proof of Posting:

I, the undersigned, certify that I posted this Resolution on posting boards at the Jackson Municipal Complex, Post Office, and one other location in the Village.

Village Official

Date