

AGENDA
VILLAGE BOARD MEETING
Tuesday, May 11, 2021 at 7:30 p.m.
Jackson Village Hall
N168 W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Village Citizen Comment on an Agenda Item (Please Sign In)
4. Resolution #21-11 - Appreciation of Service to Don Olson
5. Resolution #21-12 – Appreciation of Service to Jack Lippold
6. Ordinance #21-02 – Amending Code of Ordinances Regarding the Sale, Possession, and Use of Fireworks
7. Ordinance #21-03 – Amending Code of Ordinance Regarding Firearms
8. Approval of Minutes for the Village Board Meeting of April 13, 2021 and Special Village Board Meeting of April 20, 2021
9. Approval of Licenses
 - Operator's Licenses:
 - East Side Mart, Main Street Mart & The Village Mart: Taeja Kennedy, David Koehn
 - Walgreens #11676: Robin Hennes, Michael Lopez
10. Budget & Finance Committee
 - Contract for Planning and Zoning Consultant Service
 - Change Order #7 – Municipal Complex Building
 - Pay Request #13 – Municipal Complex Building
 - Change Order #2 – Chateau Dr & Hickory Ln Reconstruction Project
 - Pay Request #4 – Chateau Dr & Hickory Ln Reconstruction Project
 - Review of Quotes for Well #4 Inspection
 - Resolution #21-10 Intent to Exercise Assessment Police Powers – Willow Ridge Drive
11. Plan Commission
 - Developers Agreement – Amended – Laurel Springs Addition #1 (Plan Commission Draft Minutes)
 - Chicken Ordinance & License Application
 - Ordinance #21-01 – Amending Village of Jackson Animals Ordinance for the keeping and licensing of Chickens (2nd Reading)

12. Board of Public Works
 - Utility Exemption Agreement – Rod & Chantel Massie – N160 W19270 Sherman Road – Lot 2
(Board of Public Works Draft Minutes)
13. Joint Parks & Recreation
 - No Recommendations
14. Village Municipal Complex – Update – Cedar Corp
15. West Bend School District Report
16. Washington County Board Report
17. Greater Jackson Business Alliance Report
18. Departmental Reports
19. Citizens to Address the Village Board
20. Future Agenda Items
21. Adjourn

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

RESOLUTION #21-11

RESOLUTION OF APPRECIATION OF SERVICE TO DON OLSON

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

WHEREAS, the Village of Jackson Board Members, the Village of Jackson Employees, and the Citizens of the Village of Jackson would like to express their appreciation to Don Olson for his public service, contributions, and dedication while serving the Village of Jackson as Village Trustee from April 2011 to April 2021, and on the Budget and Finance Committee, Board of Public Works and Community Development Authority;

WHEREAS, his dedication has helped make the Village of Jackson a better place to live and work; now

THEREFORE, BE IT RESOLVED that the Village of Jackson does hereby honor Don Olson and expresses its deep and sincere appreciation for his service.

Introduced by:_____

Seconded by:_____

Vote: ____ ayes ____ nays

Passed and Approved:_____

Michael E. Schwab - Village President

Attest:_____
Jilline S. Dobratz - Village Clerk

Proof of Posting:

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

Village Official

Date

RESOLUTION #21-12

RESOLUTION OF APPRECIATION OF SERVICE TO JACK LIPPOLD

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

WHEREAS, the Village of Jackson Board Members, the Village of Jackson Employees, and the Citizens of the Village of Jackson would like to express their appreciation to Jack Lippold for his public service, contributions, and dedication while serving the Village of Jackson as Village Trustee from April 2013 to April 2021, and on the Board of Public Works;

WHEREAS, his dedication has helped make the Village of Jackson a better place to live and work; now

THEREFORE, BE IT RESOLVED that the Village of Jackson does hereby honor Jack Lippold and expresses its deep and sincere appreciation for his service.

Introduced by:_____

Seconded by:_____

Vote: ____ ayes ____ nays

Passed and Approved:_____

Michael E. Schwab - Village President

Attest:_____

Jilline S. Dobratz - Village Clerk

Proof of Posting:

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

Village Official

Date

ORDINANCE #21-02

AMENDING CHAPTER 18 OF THE VILLAGE CODE OF ORDINANCES REGARDING THE SALE, POSSESSION, AND USE OF FIREWORKS

THE VILLAGE BOARD OF THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN, does hereby ordain the following changes to the Village Code:

Section 18-96 of the Village Code of the Village of Jackson is hereby amended as follows:

Sec. 18-96. - Fireworks

- (a) Prohibition on Sale of Fireworks. No person may sell fireworks within the Village of Jackson.
- (b) Use and Possession of Fireworks. No person may use or possess fireworks within the Village of Jackson without a permit approved for issuance by the Village Fire and Police Departments.
- (c) "Fireworks" Defined. For purposes of this Section, "fireworks" shall be defined as provided in Wis. Stat. § 167.10(1)
- (d) Authorized Possession and Use of Fireworks. Notwithstanding the foregoing, fireworks may be possessed and used in the manner authorized by Wis. Stat. § 167.10(3)(b), as amended.

Section 28-5(6) of the Village Code of the Village of Jackson is hereby amended to read:

Sec. 28-5. – Specific acts and conditions deemed nuisances affecting peace and safety.

- (6) All possession or use of fireworks except as provided by state law and village ordinances.

All other provisions of the Village of Jackson Code of Ordinances remain in full force and effect.

All relevant Village officials are hereby authorized and directed to take all action necessary to implement this Ordinance.

Introduced by:_____

Seconded by:_____

Vote: _____aye _____nay

Passed and approved_____

VILLAGE OF JACKSON

By:_____
Michael E. Schwab, Village President

Attest:

Jilline S. Dobratz, Village Clerk

Proof of Posting:

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

Village Official

Date

ORDINANCE #21-03

AMENDING CHAPTER 30 OF THE VILLAGE CODE OF ORDINANCES REGARDING FIREARMS

THE VILLAGE BOARD OF THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN, does hereby ordain the following changes to the Village Code:

Section 30-13 (b) of the Village Code of the Village of Jackson is repealed.

Sec. 30-1 (17) of the Village Code of the Village of Jackson is amended to read:

(17)	Wis. Stats. § 941.23	Carrying concealed weapon (carrying of concealed weapon by unqualified individual)
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Sec. 30-1 (19) of the Village Code of the Village of Jackson is amended to read:

(19)	Wis. Stats. § 941.235	Carrying firearm in public building (carrying of firearm by unqualified individual)
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All other provisions of the Village of Jackson's Offenses Ordinance remain in full force and effect.

The Village Clerk and Village Administrator are hereby authorized and directed to make all changes within the Village of Jackson Code of Ordinances necessary to reflect this Ordinance.

Introduced by: _____

Seconded by: _____

Vote: _____aye _____nay

Passed and approved _____

VILLAGE OF JACKSON

By: _____
Michael E. Schwab, Village President

Attest:

Jilline S. Dobratz, Village Clerk

Proof of Posting:

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

Village Official

Date

DRAFT MINUTES
Village Board Meeting
Tuesday, April 13, 2021 at 7:30 p.m.
Jackson Village Hall
N168 W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call

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

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

Staff Present: Building Inspector Collin Johnson, Administrator Jen Keller, DPW Director/Engineer Brian Kober, Fire Chief Swaney Aaron Swaney, Police Chief Ryan Vossekuil, Administrative Assistant Tiffany Washburn and Clerk Jilline Dobratz.

2. Pledge of Allegiance

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

3. Any Village Citizen Comment on an Agenda Item

Lyle Aft, N167 W20899 South Street, spoke on agenda item #11 in support of passing the Chicken Ordinance and addressed previous concerns.

4. Public Hearing – Planned Unit Development – Comfort Inn & Suites – W227 N16890 Tillie Lake Court - Sign

Pres. Schwab opened the Public Hearing. No one spoke. Pres. Schwab closed the Public Hearing.

Motion by Pres. Schwab, second by Tr. Emmrich to approve Planned Unit Development – Comfort Inn & Suites – W227 N16890 Tillie Lake Court – Sign as presented.

Vote: 7 ayes, 0 nays. Motion carried.

Pres. Schwab asked permission of the Board to move Item #14 to position above Item #10. The board had no objections.

5. Public Hearing – Conditional Use Permit – Harjot & Pavier Sangha – 3261 Creekwood Circle – Attached Garage

Pres. Schwab opened the Public Hearing and read the emailed comment from Kevin Dittmar Reality. The comment will be on file with the Clerk. Pres. Schwab closed the Public Hearing.

Motion by Tr. Lippold, second by Pres. Schwab to approve Conditional Use Permit – Harjot & Pavier Sangha – 3261 Creekwood Circle – Attached Garage, the homeowner association rules notwithstanding as it is acceptable with the Village of Jackson.

Building Inspector Johnson suggested making the approval conditional of the footprint or the square footage of the garage not changing.

Motion amended by Tr. Lippold, second by Pres. Schwab to approve Conditional Use Permit – Harjot & Pavier Sangha – 3261 Creekwood Circle – Attached Garage with the condition that the structure not exceed the proposed size.

Vote: 7 ayes, 0 nays. Motion carried.

6. Resolution #21-07 – Proclaiming Arbor Day in the Village of Jackson

Motion by Tr. Emmrich, second by Tr. Heckendorf to approve Resolution #21-07 – Proclaiming Arbor Day in the Village of Jackson.

Vote: 7 ayes, 0 nays. Motion carried.

7. Proposed Improvement of Public Land – American Legion Post 486

Pres. Schwab stated this is a concept plan. The American Legion would like the permission to put up a memorial at the Municipal Complex Building. Susie Weber was present and gave information on the memorial sculpture she designed.

Motion by Pres. Schwab, second by Tr. Lippold to approve the concept Proposed Improvement of Public Land – American Legion Post 486 memorial as described with exact location and other aspects to be approved at a future date.

Vote: 7 ayes, 0 nays. Motion carried.

8. Approval of Minutes for the Village Board Meeting of March 9, 2021

Motion by Tr. Emmrich, second by Tr. Lippold to approve the Village Board Minutes of March 9, 2021 as presented.

Vote: 7 ayes, 0 nays. Motion carried.

9. Approval of Licenses

- Entertainment License:

- Jackson Pub

- Operators Licenses:

- East Side Mart, Main Street Mart & The Village Mart: Laura A. Gartmann, Tamika M. Smith, Maria L. Sommer, Amy D. Stahl

- Walgreens #11676: Nancy Lingl, Chase McCann

Motion by Tr. Wells, second by Tr. Emmrich to approve the licenses as listed.

Vote: 6 ayes, 0 nays, 1 abstain (Tr. Kruepke). Motion carried.

14. Village Municipal Complex – Update – Cedar Corp.

Cory Scheidler, Architect, was present from Cedar Corp. and presented the update and a project budget summary including change order information.

10. Budget & Finance Committee

- TID Audit Services Engagement – Sitzberger and Co., S.C.

Motion by Pres. Schwab, second by Tr. Lippold to approve TID Audit Services Engagement – Sitzberger and Co., S.C. in an amount not to exceed \$10,000.00.

Vote: 7 ayes, 0 nays. Motion carried.

- Pay Request #12 – Municipal Complex Building

Motion by Tr. Lippold, second by Tr. Wells to approve Pay Request #12 – Municipal Complex Building in the amount of \$973,771.72.

Vote: 7 ayes, 0 nays. Motion carried.

- Change Order #6 – Municipal Complex Building

Motion by Pres. Schwab, second by Tr. Kruepke to accept Change Order #6 – Municipal Complex Building in the amount of \$5,897.68.

Line items on the change order were clarified and discussed.

Vote: 7 ayes, 0 nays. Motion carried.

- Work Change Directive #19 – Main Lobby Floor Outlets - Municipal Complex Building

Motion by Tr. Olson, second by Tr. Kruepke to approve Work Change Directive #19 – Main Lobby Floor Outlets - Municipal Complex Building in an amount not to exceed \$2,465.07.

Tr. Emmrich stepped out at 8:26 p.m. and returned at 8:31 p.m.

Vote: 6 ayes, 0 nays. Motion carried.

- Work Change Directive #20 – Air Curtains - Municipal Complex Building
DPW Director/Engineer Kober and Cory Scheidler gave background information.
Motion by Pres. Schwab, second by Tr. Lippold to approve Work Change Directive #20 – Air Curtains - Municipal Complex Building in an amount not to exceed \$5,000 for the voting area at the discretion of the Village Engineer and Village Administrator and hold off on the Fire Department turnout bays for a future date.
Vote: 7 ayes, 0 nays. Motion carried.
- Work Change Directive #21 – Display Cabinet - Municipal Complex Building
DPW Director/Engineer Kober and Administrator Keller gave background information.
Motion by Tr. Kruepke, second by Tr. Emmrich to approve Work Change Directive #20 – Display Cabinet - Municipal Complex Building in the amount of \$11,022.00.
Vote: 7 ayes, 0 nays. Motion carried.
- Change Order #2 – 2020 Road and Utility Project – Wondra Construction
Motion by Pres. Schwab, second by Tr. Kruepke to approve Change Order #2 – 2020 Road and Utility Project – Wondra Construction of a credit in the amount of \$7,426.97.
Vote: 7 ayes, 0 nays. Motion carried.

11. Plan Commission

- Certified Survey Map – Rod & Chantel Massie – N160W19270 Sherman Rd–Lot 1 & 2
 - Request to create a separate 0.696 acre residential lot (future zoning to be Planned Unit Development) from existing 10.573 acre lot to currently zoned agricultural to create Lot 1
Motion by Pres. Schwab, second by Tr. Emmrich grant the request Certified Survey Map – Rod & Chantel Massie – N160 W19270 Sherman Road – Lot 1 & 2 with the following conditions:
 - Agriculture zoning designation shall cease upon any future land division or conveyance of the principal parcel (Lot 2). Lot 2 shall then be rezoned to Planned Unit Development to align with adjacent zoning designations.
 - Owner shall have the requirements set forth herein recorded with the Washington County Register of Deeds as a Deed Restriction within 30-days of approval. Owner shall provide the Village a copy of said Deed Restriction upon full execution of recording.
 - The above requirements shall be applicable to any subsequent owners and/or assigns.
 - The A-1 Agricultural District has no permitted uses, all uses are allowed by conditional use. A Conditional Use Permit process will be required if the property owner would have livestock on the property.
 - No building permits shall be approved for improvements to Proposed Lot 1 until a public hearing is conducted and approvals are granted by both the Plan

Commission and Village Board for a petition to rezone Proposed Lot 1 from A-1 Agricultural District to Planned Unit Development.
Vote: 7 ayes, 0 nays. Motion carried.

- Request to combine two separate tax parcels into one to create Lot 2.
Motion by Pres. Schwab, second by Tr. Emmrich to approve request to combine two separate tax parcels into one to create Lot 2.

Vote: 7 ayes, 0 nays. Motion carried.

- **Chicken Ordinance & License Application**

- Ordinance #21-01 Amending Village of Jackson Animals Ordinance for keeping and licensing of Chickens.
Motion by Pres. Schwab, second by Tr. Emmrich to introduce Ordinance #21-01 Amending Village of Jackson Animals Ordinance for keeping and licensing of Chickens.

Staff will draft an application for review at the May meeting.

Vote: 6 ayes, 1 nays (Tr. Lippold). Motion carried.

- Resolution #21-08 Amending the Village of Jackson Fee Schedule to include Chicken License Fee, Site Plan Review Fee, and Bond Schedule.
Motion by Tr. Emmrich, second by Tr. Olson to approve Resolution #21-08 Amending Village of Jackson Fee Schedule to include Chicken License Fee, Site Plan Review Fee, and Bond Schedule.

Vote: 7 ayes, 0 nays. Motion carried.

Note: This will not go into effect if Ordinance #21-01 is not approved in May.

12. Board of Public Works

- Utility Exemption Request – Rod & Chantel Massie – N160W19270 Sherman Rd–Lot 2
Motion by Pres. Schwab, second by Tr. Emmrich to approve the Utility Exemption Request for water and sewer, extending the previous exemption – Rod & Chantel Massie – N160 W19270 Sherman Road – utilities exemption extension subject to the following conditions:

1. No further lot divisions or transfer of lot ownership or assigns.
2. The property owners shall provide proof the septic system passed inspection and obtain a well permit.
3. In the event the well or septic system fail, or a gravity feed sewer is installed by the Village in the area, connection shall be required.
4. Staff are directed to draft an agreement including the above conditions for approval at the next Board of Public Works meeting which shall be record with the County Register of Deeds.

Vote: 7 ayes, 0 nays. Motion carried.

13. Joint Parks & Recreation

- No Recommendations

15. West Bend School District Report

None.

16. Washington County Board Report

County Supervisor Robert Hartwig was present and furnished the monthly report. Resolutions for levy caps and opposition of sales tax will be discussed. The sign board will start in May for local charities and organizations.

17. Greater Jackson Business Alliance Report

Tr. Matter stated the May meeting will be a breakfast meeting. Scholarship deadline will be the middle of June, accepting applications now. Action in Jackson planning is underway.

18. Department Reports

Chief Vossekuil commented the drug take back event is April 24th from 9:00 a.m. to Noon.

Chief Swaney received a call from the State Firefighter Memorial. The antique firetruck will go on display from May to September in Wisconsin Rapids. JFD is working with the County to have COVID vaccines at the Community Center. Updates will be on Facebook.

Administrative Assistant Washburn stated she is happy to be part of the team.

Clerk Dobratz provided information on the Spring Election; 25% turnout with 1,349 ballots cast, including 354 absentees and seven (7) election day registration. Awesome job by the Election Inspectors and Chief Inspectors.

DPW Director/Engineer Kober reported the spring clean-up day is April 24 from 9:00 a.m. to Noon. There were 24 items sold on Wisconsin Surplus with revenue just under \$22,000.00.

Administrator Keller welcomed Administrative Assistant Washburn.

Building Inspector Johnson said inspections continue to be busy. May is International Building Safety month.

19. Citizens to Address the Village Board

Tr. Emmrich thanked Tr. Lippold and Tr. Olson for their years of service to the Village. He welcomed Tr. Matter and Tr. Engelhardt to the Board. Pres. Schwab thanked Tr. Lippold and Tr. Olson as well.

20. Future Agenda Items

None.

21. Adjourn

Motion by Tr. Emmrich, second by Tr. Kruepke to adjourn.

Vote: 7 ayes, 0 nays. Meeting was adjourned at 9:13 p.m.

Respectfully submitted:

Jilline Dobratz, *CMC/WCMC*
Village Clerk

DRAFT MINUTES
Special Village Board Organizational Meeting
Tuesday, April 20, 2021 at 7:00 p.m.
Jackson Village Hall
N168 W20733 Main Street

1. Call to Order & Roll Call

President Schwab called the meeting to order at 7:01 p.m.

Members Present: Trustees Emmrich, Engelhardt, Heckendorf, Matter and Wells.

Member Excused: Trustee Kruepke.

Staff present: Building Inspector Collin Johnson, Administrator Jen Keller, DPW Director/Engineer Brian Kober, Treasurer Darlene Smith, Fire Chief Swaney, Parks & Rec Director Kelly Valentino, Police Chief Vossekuil, Administrative Assistant Tiffany Washburn and Clerk Jilline Dobratz.

2. Pledge of Allegiance

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

3. Administration of Oath of Office to the Village President and Trustees

Village Clerk, Jilline Dobratz administered the oath of office for President Schwab, Trustees Randy Matter, Tim Engelhardt and Brian Emmrich.

4. Comments by the Village President

Pres. Schwab stated it is indeed an honor to be elected to a position in Village government to represent a free people who want what is best for their community, to be elected and trusted with that office. It is an honor to work with the staff, who are dedicated and have the best interest of the Village at heart. It is important to have people who are willing to serve as appointees to boards and committees; thank you for your service. Procedural information was given to the Trustees. He is looking forward to working with the Board, staff and appointed members.

5. Comments by the Trustees

Trustee Emmrich thanked and congratulated Trustees Matter and Engelhardt. The Board works well together. He agrees that the staff has the best interest of the Village at heart and is looking forward to working with them.

Trustee Engelhardt thanked the community for being elected. He is looking forward to serving, working to make the Village better and working together.

Trustee Matter is looking forward to working with the Board. He offered congratulations to Trustees Emmrich and Engelhardt, thanked the citizens of Jackson for being elected, and is looking forward to working with all of the staff. He plans to use his leadership skills in his new role on the Board.

Trustee Wells congratulated the elected Board members; she looks forward to working with them and continuing to work with Village Staff.

Trustee Heckendorf congratulated elected Board members. He is looking forward to working with them and with the staff. Thanked the residents who have volunteered their time to serve on committees and boards. It is a way for people to be involved in the decision making of the Village. He is excited to serve and looks forward to the next year ahead, especially with the move to the new Municipal Complex.

6. Comments by Village Staff

Tiffany Washburn, Administrative Assistant, is learning a lot in her new position, is looking forward to working with everyone, and congratulated the new trustees.

Jilline Dobratz, Clerk, administers elections and thanked everyone who ran, as it made the Spring Election very exciting. Congratulations to Pres. Schwab and Trustees Emmrich, Engelhardt and Matter for serving for the next two years. It is an exciting time to be at the Village as a part of the staff, who works well with the Board. She appreciates the leadership of the Board and believes the new Municipal Complex will be great for all.

Aaron Swaney, Fire Chief, has been at the Village for five years. He is looking forward to the new Board, which may bring new ideas. He enjoys change and looks forward to working with them.

Jen Keller, Administrator, has seen internally an incredible amount of dedication to doing the job right and not forgetting the small things. She believes relying on the expertise of others, fostering the tone of respect, and keeping open discussion will be a key tenet of success for the Board and all valued committee work. She is thankful to be here and excited the staff gets to share more about themselves.

Darlene Smith, Treasurer, was hired in 2019 as the Deputy Clerk/Deputy Treasurer and was promoted in January 2021. She has been learning a lot and is completing a number of training courses. Her door is always open for any questions. Welcome everyone.

Kelly Valentino, Parks & Recreation Director, welcomed Trustees Engelhardt and Matter. She has been here 20 years and started the full-time Parks & Recreation Department. It has come a long way with the dedicated Parks & Recreation staff. She is proud of her fellow colleagues; the Department Heads work as a team. It is her pleasure to serve the community and looks forward to getting back into it this year.

Collin Johnson, Building Inspector/Code Enforcement Officer, also handles zoning matters. Welcomed the new elected officials and those who continue to serve. He has been at the Village for over two and a half years. Public service takes a special commitment and dedication. Together, we are doing great things in Jackson.

Ryan Vossekuil, Police Chief, thanked and congratulated the Board. He is looking forward to working with everyone. He has been employed with the Village for almost three years; it is a pleasure to work with fellow Department Heads and staff. The Police Department is very busy, handling around 5,000 calls per year, providing 24/7 protection to the Village.

He is grateful to the previous Boards support of the Department and hopes to have their support to keep the Village of Jackson a great place to work.

Brian Kober, Village Engineer and Director of Public Works, congratulations to the Board.

7. Committee Member Appointments and Administration of Oaths of Office

Budget & Finance members are Trustees Matter, Heckendorf and Pres. Schwab.

Plan Commission Trustee members are Emmrich and Pres. Schwab.

Motion by Pres. Schwab, second by Tr. Emmrich to reappoint Dan Reik to the Plan Commission for a two-year term ending in 2023.

Vote: 6 ayes, 0 nays. Motion carried.

Motion by Pres. Schwab, second by Tr. Matter to reappoint Jon Molkentin to the Plan Commission for a two-year term ending in 2023.

Vote: 6 ayes, 0 nays. Motion carried. Oath of Office was administered to Jon Molkentin. One position is open on Plan Commission.

Jon Weil and Trustee Kruepke will continue to serve until 2022.

Board of Public Works Chairman will be Trustee Heckendorf; Trustees Engelhardt and Matter will serve as members.

Motion by Pres. Schwab, second by Tr. Heckendorf to reappoint Steve Schoen to the Board of Public Works for a three-year term ending in 2024.

Vote: 6 ayes, 0 nays. Motion carried.

Motion by Pres. Schwab, second by Tr. Wells to reappoint Gloria Teifke to the Board of Public Works for a three-year term ending in 2024.

Vote: 6 ayes, 0 nays. Motion carried. Oath of Office was administered to Gloria Teifke.

Motion by Pres. Schwab, second by Tr. Emmrich to reappoint Casey Latz to the Joint Parks and Recreation Committee for a three-year term ending in 2024.

Vote: 6 ayes, 0 nays. Motion carried.

Other existing members are Susan Rank, Brittany Rathke and Brian Mekka.

Motion by Pres. Schwab, second by Tr. Heckendorf to appoint Doug Alfke to the Police & Fire Commission to complete a term ending in 2025.

Vote: 6 ayes, 0 nays. Motion carried.

Motion by Pres. Schwab, second by Tr. Emmrich to appoint Jill Washburn to the Police & Fire Commission for a five-year term ending in 2026.

Vote: 6 ayes, 0 nays. Motion carried. Oath of Office was administered to Jill Washburn. Other existing members are Mark Phillips, Jim Meyers and Lee Zacharyasz.

Pres. Schwab serves on the Tourism Commission.

Motion by Pres. Schwab, second by Tr. Heckendorf to reappoint Larry Hamlin to the Tourism Commission for a one-year term ending in 2022.

Vote: 6 ayes, 0 nays. Motion carried.

Motion by Pres. Schwab, second by Tr. Matter to reappoint Sarah Malchow to the Tourism Commission for a one-year term ending in 2022.

Vote: 6 ayes, 0 nays. Motion carried.

Pres. Schwab will be serving on the Board of Review. Citizen Jon Schoeneck term expires in 2022 and either the Clerk or Administrator serves as well.

Zoning Board of Appeals has an open position for a term to end in 2024. Existing members are Jon Schoeneck, Scott Karau, Dave Schleef and John Binsfeld.

Pres. Schwab and Tr. Kruepke serve on the Community Development Authority. Motion by Pres. Schwab, second by Tr. Wells to appoint Doug Alfkie to the Community Development Authority for a three-year term ending in 2024.

Vote: 6 ayes, 0 nays. Motion carried.

Motion by Pres. Schwab, second by Tr. Emmrich to appoint Bill Depies to the Community Development Authority fill an existing term ending in 2022.

Vote: 6 ayes, 0 nays. Motion carried. Oath of Office was administered to Bill Depies. One position is open on Community Development Authority and existing member Jon Molkentin's term ends in 2022.

Ethics Committee existing member Bill Haese term expires in 2022.

Motion by Pres. Schwab, second by Tr. Heckendorf to reappoint Larry Hatke to the Ethics Committee for a two-year term ending in 2023.

Vote: 6 ayes, 0 nays. Motion carried

Motion by Pres. Schwab, second by Tr. Emmrich to appoint Mark Nolte to the Ethics Committee for a two-year term ending in 2023.

Vote: 6 ayes, 0 nays. Motion carried. Oath of Office was administered to Mark Nolte.

Personnel Committee Trustee members are Heckendorf, Emmrich and Pres. Schwab.

Mid-Moraine Legislative Committee member Trustee Wells will serve until 2022; if unable to attend, Administrator Keller is the alternate.

School District Liaison Trustee Wells will serve until 2022.

Motion by Pres. Schwab, second by Tr. Emmrich to appoint Michelle Klemp to the Residence Board for a five-year term ending in 2026.

Vote: 6 ayes, 0 nays. Motion carried.

Thanked Sandy Lippold for serving in the past. Michelle Zak and Joseph Simon will continue to serve.

Motion by Pres. Schwab, second by Tr. Wells to appoint Sarah Malchow to the Joint Review Board for a three-year term ending in 2024.

Vote: 6 ayes, 0 nays. Motion carried.

Pres. Schwab thanked everyone for their willingness to serve the Village of Jackson and for attending the meeting.

8. Adjourn

Motion by Pres. Schwab, second by Tr. Emmrich to adjourn at 7:42 p.m.
Vote: 6 ayes, 0 nays. Motion carried.

Respectfully submitted:

Jilline Dobratz, *CMC/WCMC*
Village Clerk

DRAFT

Licenses: May 11, 2021 Village Board Meeting

Name	Establishment	Police Chief Recommendation
OPERATOR'S LICENSES		
Taeja Kennedy	East Side Mart, Main Street Mart & The Village Mart	Approval
David Koehn	East Side Mart, Main Street Mart & The Village Mart	Approval
Robin Hennes	Walgreens #11676	Approval
Michael Lopez	Walgreens #11676	Approval

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF JACKSON
AND CIVI TEK CONSULTING, LLC

This agreement is made and entered between the Village of Jackson, hereinafter referred to as "village," and Civi Tek Consulting, LLC, hereinafter referred to as "consultant." In consideration of the mutual benefits and promises set forth in this agreement, the village and consultant agree as follows:

1. **Consultant's duties.** The consultant shall provide a range of professional services to the village as may be requested, including the following:
 - a. conduct regular office hours at the village hall, but only as may be needed and with approval of the village administrator, to meet with petitioners, village staff, and others;
 - b. attend and participate in village plan commission meetings on request of the village administrator or the village president;
 - c. attend and participate in village board meetings on request of the village administrator or the village president;
 - d. prepare written staff reports for pending development applications;
 - e. prepare or contribute to the preparation of meeting agendas as may be requested;
 - f. prepare or contribute to the preparation of materials that are sent to members of the village board, plan commission, or other committee in advance of a meeting;
 - g. prepare proposed revisions to the village's land development regulations as may be requested;
 - h. prepare proposed revisions to the village's comprehensive plan as may be requested;
 - i. conduct research as may be assigned;
 - j. upon request, attend, and participate in additional meetings beyond those specifically enumerated in this section;
 - k. maintain written records as may be appropriate;
 - l. prepare reports, studies, documents as may be assigned;
 - m. coordinate with village staff and officials and other consultants under contract with the village in the fulfillment of those duties enumerated in this section; and
 - n. complete other duties as may be assigned by the plan commission, village board, or village administrator.
2. **Payment Terms.** The village shall pay the consultant at the rate of \$[REDACTED] per hour for all work performed pursuant to this agreement. All work is charged on a 6-minute increment. Travel time will be charged at the rate of \$[REDACTED] per hour. Mileage to and from the village will not be charged. In the event the consultant pays for postage and photocopying that would normally be paid by the village (e.g., mailing of staff reports to plan commission members), such expenses shall be charged at cost and itemized on the monthly invoice. The consultant will bill the village on a monthly basis for all services performed pursuant to this agreement, with payment due within 30 days of transmittal.

3. **Independent contractor status.** The consultant is an independent contractor and not an employee of the village. Accordingly, the village shall not compensate the consultant for benefits or reimbursements incident to employee status, such as vacation time, sick leave, funeral leave, professional development, holidays, retirement, health and life insurance, severance pay, office space away from the village hall, telephone away from the village hall, and so forth. The village shall not be responsible for the withholding or payment of any taxes. The village's obligation to compensate or reimburse the consultant shall be solely as set forth in this agreement.
4. **Allegiance.** The consultant shall act with strict allegiance to the interests of the village. In the event of conflicting interests between the village and other parties represented by the consultant, the consultant shall advise the village administrator and the conflicting party, and shall withdraw from service to both parties on that issue, absent the express written agreement of the village administrator to the contrary. Due to the potential for conflict, the consultant agrees not to represent any private land developer during the term of this agreement without the express written consent of the village administrator.
5. **Public records.** The village and the consultant recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, the village and the consultant agree as follows. When the village receives public records requests for matters that the village believes might be proprietary or confidential information, the village will notify the consultant of the request. Within 3 days of such notification (subject to extension of time upon mutual written agreement), the consultant shall either provide the village with the record that is requested, for release to the requestor; or the consultant shall advise the village that the consultant objects to the release of the requested information, and the basis for the objection. If for any reason the village concludes that the village is obligated to provide a record to a requestor that is in the consultant's possession, the consultant shall provide such records to the village immediately upon the village's request.
6. **Ownership of data.** All completed data, manuals, records, computer data, and all other items that consultant has collected or prepared in carrying out this agreement shall be provided to and become the property of the village.
7. **Consultant's insurance.** The consultant shall purchase and maintain professional liability insurance in the amount of \$1,000,000.00 to cover claims that arise out of the professional services performed pursuant to this agreement. The consultant shall provide the village administrator with written documentation of such insurance coverage within 10 days of signing this agreement and at other times as the village administrator may request. The consultant shall within 10 days inform the village administrator of any claims filed against the consultant that relates to services provided under this agreement. The consultant shall also purchase and maintain general liability insurance to cover costs that may arise from claims for damages to property and/or bodily injury to persons or property which may arise out of, or result from the consultant's activities. Coverages and amounts shall be subject to the approval of the village administrator.
8. **Waiver.** The failure of either party to insist upon strict performance of any term or condition of this agreement shall not be construed as a waiver or relinquishment of any right granted under this agreement.

9. **Non-assignment.** The agreement shall not be assigned by any of the parties without the prior written consent of the other party.
10. **Entire agreement.** This agreement constitutes the entire agreement between the parties relating to the subject matter of this agreement and all prior understandings, agreements, correspondence, and discussion by the parties are merged and made a part of this agreement.
11. **Termination by consultant.** The consultant may, at its option, after written notice and opportunity to cure, terminate the agreement upon the failure of the village to pay any amount which may become due hereunder for a period of 45 days following payment due date after submission of appropriate billing and supporting documentation. Upon said termination, consultant shall be paid the compensation due for all services rendered through the date of termination.
12. **Termination by Village.** If the consultant fails to fulfill its material obligations under this agreement in a timely or proper manner, or violates any of its provision, the village shall thereupon have the right to terminate by giving 30 day's written notice of termination of contract, specifying the alleged violations and the effective date of termination. In the event of termination, the village will only be liable for services rendered through the date the consultant receives a written notice of termination and not for any uncompleted portion, or for any materials or services purchased or paid for by consultant in advance for use in completing the agreement. In addition to the foregoing, at any time, for any reason, with or without cause, the Village Board may terminate this agreement upon 3 months prior written notice.
13. **Term.** This agreement commences on ___, 2021 and expires ___, 2023 unless terminated prior to that date as described herein. The term of this agreement may be extended upon written agreement of the parties.
14. **Amendment.** This agreement may be amended by duly executed and authorized written agreement of the parties.
15. **Dispute resolution.** The parties agree to cooperate in the resolution of all disputes arising pursuant to this agreement. In the event that an amicable resolution is not reached, the parties may agree to enter mediation or arbitration, but are not bound to do so. The terms of this agreement shall be enforceable through all available legal means.
16. **Interpretation.** The agreement shall be governed and interpreted under the laws of the State of Wisconsin. The parties acknowledge and represent that this agreement is the subject of negotiation by all parties and that all parties together shall be construed to be the drafter hereof and this agreement shall not be construed against any party individually as drafter.
17. **Severability.** In the event that any term or provision of this agreement is found to be unenforceable or invalid for any reason, the remainder of this agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
18. **Consultant promotional materials.** The consultant may include descriptions and graphics relating to the services performed under this agreement in its promotional and professional materials.

19. **Date of agreement.** This agreement will become effective when signed by both parties on the date of the last signature.

Village of Jackson (Village)

Jen Keller, Village Administrator	Signature	Date

ATTEST:

Jilline Dobratz, Village Clerk	Signature	Date

Civi Tek Consulting, LLC (Consultant)

Tim Schwecke, AICP	Date

SECTION 00 63 63 CHANGE ORDER

Change Order No. 7

Date of Issuance: April 29, 2021	Effective Date: May 5, 2021
Owner: Village of Jackson	Owner's Contract No.: B-20
Contractor: Mike Koenig Construction Co.	Contractor's Project No.:
Engineer: Cedar Corporation	Engineer's Project No.: J5789-002
Project: Municipal Complex	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

1 ADD Lump Sum 2 EACH Windows w/i Building C Village Admin. Meeting Room 1C20	=	\$4,087.00
2 ADD Lump Sum Electric and Data Outlets Floor Box	=	\$2,465.07
3 ADD Lump Sum Heated Air Curtain Rough-in Provisions	=	\$2,500.00
4 ADD Lump Sum 1 EACH 12"W x 4'-2" H Display Cabinet	=	\$11,022.00
5 ADD Lump Sum 1 EACH Depository Recepticle	=	\$3,615.00
TOTAL	=	\$23,689.07

Reason for Change Order:

- a) Change Order Item No.1: Owner's staff requested the addition of two (2) windows to be installed within the south wall of the Village administration Meeting Room No. 1C20. Purpose of window additions is to enable Village administrative staff to monitor absentee voting activities which will be held within the meeting room.
- b) Change Order Item No. 2: Owner's staff requested the addition of one(1) electric and data outlets to be installed within the floor of the main lobby – Room 1C02. Purpose of the proposed addition is to accommodate potential for future information center, holiday decorations, etc.
- c) Change Order Item No. 3: Addition of rough-in provisions for a heated Air Curtain proposed to be located within Village Board Room 1C05. Purpose of rough-in provisions will allow for future installation of air curtain to separate air/environment intrusion between spaces. Heated air curtain applied to direct access to outdoor temperatures.
- d) Change Order Item No. 4: Addition of a 12"W x 4'-2"H Display Cabinet. Owner's desire to incorporate a display cabinet within the proposed brick faced Dedication Wall located within the entrance hallway between the Main Lobby and the Village Board Room.
- e) Change Order Item No. 5: Addition of Depository receptacle as requested by Owner's staff to be located within the Village Hall Storage Room 1C06. Purpose of depository is to provide a 24 hour bill drop-off location for residents.

Attachments: (List documents supporting change)

- a) Change Order Item No.1: Contract Work Change Directive No. 18
- b) Change Order Item No. 2: Contract Work Change Directive No. 19
- c) Change Order Item No. 3: Contract Work Change Directive No. 20
- d) Change Order Item No. 4: Contract Work Change Directive No.21
- e) Change Order Item No. 5: Contract Work Change Directive No. 22

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 11,595,340.00	Original Contract Times: Substantial completion (date): September 17, 2021 Ready for Final Payment (date): October 15, 2021
Increase (Decrease) from previous approved Change Orders No. 1 to No. 6 : \$ 104,266.35	from previous Change Orders: No. 1 to No. 6 : Substantial Completion (days): 0 Ready for Final Payment (days): 0
Contract Price prior to this Change Order: \$ 11,699,606.35	Contract Times prior to this Change Order: Substantial completion (date): September 17, 2021 Ready for Final Payment (date): October 15, 2021
Increase (Decrease) of this Change Order: \$ 23,689.07	Increase (Decrease) this Change Order: Substantial Completion (days): 0 Ready for Final Payment (days): 0
Contract Price incorporating this Change Order: \$ 11,723,295.42	Contract Times with all approved Change Orders: Substantial completion (date): September 17, 2021 Ready for Final Payment (date): October 15, 2021

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	CONTRACTOR (Authorized Signature)
Title: Senior Construction Manager	Title: _____	Title: _____
Date: April 29, 2021	Date: _____	Date: _____

Approved by Funding Agency (if applicable):

By: _____ Date: _____

Title: _____

☐ Owner
☐ Contractor
☒ Engineer
☐ Funding Agency

**SECTION 00 63 49
WORK CHANGE DIRECTIVE**

Work Change Directive No. 18

Date of Issuance:	April 5, 2021	Effective Date:	April 5, 2021
Owner:	Village of Jackson	Owner's Contract No:	B-20
Contractor:	Mike Koenig Construction Co.	Contractor's Project No:	
Engineer:	Cedar Corporation	Engineer's Project No:	J5789-002
Project:	Municipal Complex	Contract Name:	

Contractor is directed to proceed promptly with the following change(s):

Description:

Owner's staff requested the addition of two (2) windows to be installed within the south wall of the Village administration Meeting Room No. 1C20. Purpose of window additions is to enable Village administrative staff to monitor absentee voting activities which will be held within the meeting room.

Attachments:

- 1) E-mail correspondence between Engineer and Contractor regarding request for cost proposal dated 3/26/21
- 2) Exhibit – Village Reception Window Addition dated 3/19/21
- 3) Contractor's Cost Proposal, PCO #46 dated 4/1/21

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 4,087.00 [increase] .
Contract Time 0 days [increase] [decrease].

Basis of estimated change in Contract Price:

- ☒ Lump Sum
☐ Cost of the Work
☐ Unit Price
☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: <u>[Signature]</u> Engineer (Authorized Signature)	By: <u>[Signature]</u> Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Senior Construction Manager</u>	Title: <u>Director of Public Works</u>	Title: <u>Site Supervisor</u>
Date: <u>April 5, 2021</u>	Date: <u>4/7/2021</u>	Date: <u>4-7-21</u>

Doug Kroes

From: Kristopher Dressler
Sent: Friday, March 26, 2021 4:42 PM
To: Pete Schmoll
Cc: Doug Kroes
Subject: Village Meeting Room Windows
Attachments: EXHIBIT Village Reception Window Addition.pdf

Pete,

The Village would like to get a price to add two windows looking into the Meeting Room off the lobby and Reception. Could you provide a cost proposal based on the attached exhibit?

Thank you,

Kristopher Dressler, R.A.

Architect

Cedar Corporation

604 Wilson Avenue | Menomonie | WI | 54751

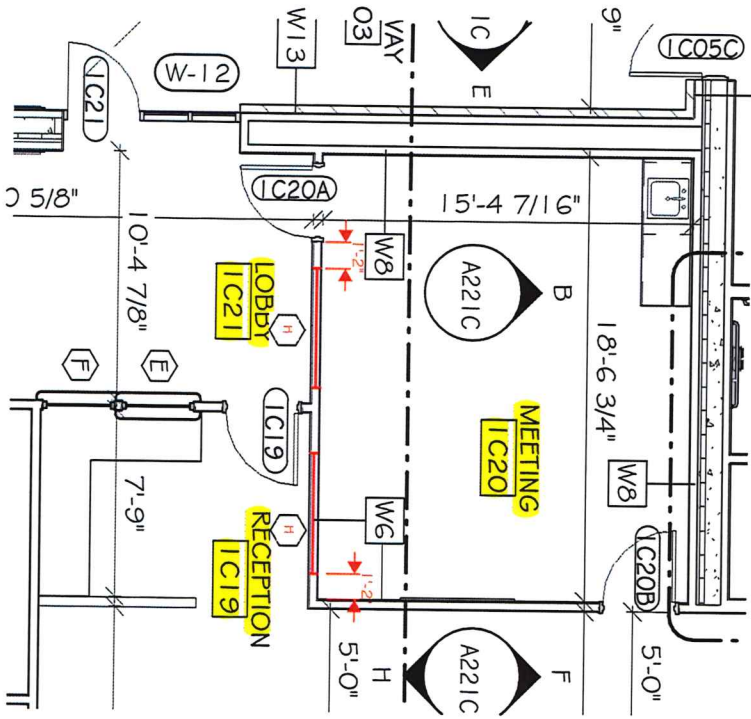
Office: 715-235-9081 | TF: 800-472-7372

kris.dressler@cedarcorp.com

www.cedarcorp.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#)

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1
ENLARGED FIRST FLOOR PLAN "C"
A101C NTS

ENLARGED FIRST
FLOOR PLAN "C"
SHEET NO.
A101C

WINDOW SCHEDULE							
TYPE	R.O.		WINDOW TYPE	FRAME		GLAZING TYPE	SILL HEIGHT
	WIDTH	HEIGHT		MATERIAL	FINISH		
MARK	5'-0"	4'-0"	I	FW	FA	G	3'-2"
H							

WINDOW
SCHEDULE,
TYPES, &
DETAILS
SHEET NO.
A602

- Furnish and installation of (2) two windows as indicated
- Include adjustment of steel stud framing
- Include relocation of any electrical conduit.
- Include relocation of lighting control in Reception 1C19
- Include WS-1 window treatments

JACKSON MUNICIPAL COMPLEX
VILLAGE RECEPTION
WINDOW ADDITION
BUILDING C



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

800-472-7372
www.cedarcorp.com

PROJECT NO. J5789-002
DRAWN BY: K. DRESSLER
DATE: 3/19/21
SCALE: NTS



April 1, 2021

Jackson Municipal Complex
N168W19721 Main St
Jackson, WI 543037

PCO #46: Windows in Meeting Room

Mike Koenig Construction Co. Inc. proposes to supply labor, materials and equipment to provide (2) windows in Meeting Room 1C20 per exhibit dated 3-19-21 and per the following specifications.

- Relocate electrical work to accommodate changes in steel stud framing
- Reframe wall with new window openings
- Provide and install (2) new borrowed lites 1C19 and 1C21
- Provide and install glass for new windows
- Provide and install (2) WS-1 shades to type H windows
- Paint hollow metal frames

Labor & Material: \$ 3,816.00

Mark-up: \$ 191.00

Bond: \$ 80.00

NET SUM OF: \$ 4,087.00

Please sign below to indicate your approval.

Owner Signature

Date

Respectfully Submitted
MIKE KOENIG CONST. CO., INC.

Pete Schmoll

Pete Schmoll
Project Manager

☐ Owner ☐ Engineer
☐ Contractor ☐ Funding Agency

**SECTION 00 63 49
WORK CHANGE DIRECTIVE**

Work Change Directive No. 19

Date of Issuance:	April 8, 2021	Effective Date:	April 13, 2021
Owner:	Village of Jackson	Owner's Contract No:	B-20
Contractor:	Mike Koenig Construction Co.	Contractor's Project No:	
Engineer:	Cedar Corporation	Engineer's Project No:	J5789-002
Project:	Municipal Complex	Contract Name:	

Contractor is directed to proceed promptly with the following change(s):

Description:

Owner's staff requested the addition of one(1) electric and data outlets to be installed within the floor of the main lobby – Room 1C02. Purpose of the proposed addition is to accommodate potential for future information center, holiday decorations, etc.

Attachments:

- 1) E-mail correspondence between Engineer and Contractor regarding request for cost proposal dated 3/11/21
- 2) Exhibit – Lobby Floor Elect. & Data Outlet 3/11/21
- 3) Contractor's Cost Proposal, PCO #34 dated 3/31/21

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 2,465.07 [increase] .
Contract Time 0 days [increase] [decrease].

Basis of estimated change in Contract Price:

- ☒ Lump Sum ☐ Unit Price
☐ Cost of the Work ☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: [Signature]
Engineer (Authorized Signature)

By: [Signature]
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized Signature)

Title: Senior Construction Manager

Title: DIRECTOR OF PUBLIC WORKS

Title: Project Manager

Date: 4/14/21

Date: 4/14/2021

Date: 4-14-21

Village Board Approval
4/13/2021

From: Doug Kroes [<mailto:doug.kroes@cedarcorp.com>]

Sent: Thursday, February 11, 2021 4:03 PM

To: Pete Schmoll <petes@mikekoenigconstruction.com>

Cc: Jason Kossman <jasonk@mikekoenigconstruction.com>; Kristopher Dressler <kris.dressler@cedarcorp.com>

Subject: Jackson Municipal Complex: Proposed Floor/Data Outlet - Main Lobby - Exhibit & Request for Cost Proposal

Pete:

Attached please find an exhibit related to the proposed addition of a Duplex Floor Outlet and Data Floor Outlet. As indicated within the exhibit, this work is proposed for future use so, the proposed installation only includes conduit, no cabling. Please provide a cost proposal related to the same.

Please let me know if you have any questions.

Thank you,

Doug Kroes

Senior Construction Manager

Cedar Corporation

W61 N497 Washington Avenue | Cedarburg | WI | 53012

Office: 262-204-2360 ext 1403 | TF: 800-472-7372

Cell: 920-246-6326

doug.kroes@cedarcorp.com

www.cedarcorp.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#)

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March 31, 2021

Jackson Municipal Complex
N168W19721 Main St
Jackson, WI 543037

PCO #34: Lobby Floor Box

Mike Koenig Construction Co. Inc. proposes to supply labor, materials and equipment to provide an electrical floor box in Lobby 1CO2 per the following specifications.

Lobby Floor Box

Description of Change:

Additional Duplex Floor Outlet. This work needs to be completed after the frost is out of the ground in the area.

1. Proposed for future use
2. 110 Volt Power from existing power in the area
3. Cabling Data (2) cat 6 HR Back to Data Closet
4. Trench in conduit as needed in gravel sup base
5. Rough In Floor Box
6. Finish Cover Plate

<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
Floor Box and Cover Plate	1.00	\$472.08	\$ 472.08
Data wiring and pulling	1.00	689.99	\$ 689.99
Electrical Labor and material	1.00	1,140.00	\$1,140.00

Labor & Material: \$ 2,302.07

Mark-up: \$ 115.00

Bond: \$ 48.00

NET SUM OF: \$ 2,465.07

Please sign below to indicate your approval.

Owner Signature

Date

Respectfully Submitted
MIKE KOENIG CONST. CO., INC.

Pete Schmoll

Pete Schmoll

Project Manager

☐ Owner ☒ Engineer
☐ Contractor ☐ Funding Agency

**SECTION 00 63 49
WORK CHANGE DIRECTIVE**

Work Change Directive No. 20

Date of Issuance:	April 27, 2021	Effective Date:	April 28, 2021
Owner:	Village of Jackson	Owner's Contract No:	B-20
Contractor:	Mike Koenig Construction Co.	Contractor's Project No:	
Engineer:	Cedar Corporation	Engineer's Project No:	J5789-002
Project:	Municipal Complex	Contract Name:	

Contractor is directed to proceed promptly with the following change(s):

Description:

Addition of rough-in provisions for a heated Air Curtain proposed to be located within Village Board Room 1C05.

Purpose of rough-in provisions will allow for future installation of air curtain to separate air/environment intrusion between spaces. Heated air curtain applied to direct access to outdoor temperatures.

Attachments:

- 1) 4/21/21 Progress Meeting Minutes, Page 4
- 2) Exhibit – Air Curtain Provisions Addition 4/27/21
- 3) Contractor's Cost Proposal, PCO #44 Air Curtain Board Room dated 4/26/21 – ALTERNATE – Rough-in

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 2,500.00 [increase] .
Contract Time 0 days [increase] [decrease].

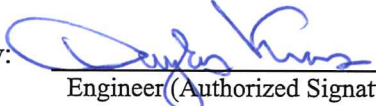
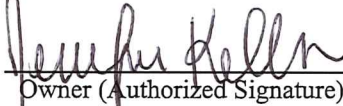
Basis of estimated change in Contract Price:

- ☒ Lump Sum ☐ Unit Price
☐ Cost of the Work ☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: 	By: 	By: 
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Senior Construction Manager	Title: Administrator	Title: Project Manager
Date: 4-27-21	Date: 4-28-2021	Date: 4-28-21

Change Directive #19 approved by Owner 4/14/21

- **Addition of Air Curtains** – 1) Between Gear Lockers and Hallway – Building D, 2) Board Room Exterior Door (Heated)– Building C: **Contractor to provide revised cost proposal to include only one Air Curtain (Heated) related to the Village Board Room (NTE \$4,500). J. Keller requested an alternate price related to roughing in electric & HVAC provision with rough-in box out only (no air curtain unit). Contractor include an alternate price within their proposal..**
 - ✓ Addition of Dedication Wall Display Case. **Contractor provided Lump Sum cost proposal received 3/11/21 = \$11,022.00 (12'W Cabinet) . Work Change Directive #21 approved by Owner 4/14/21.**
 - ✓ Addition of two(2) each windows within Bldg C – Meeting Room 1C20: **Contractor provided Lump Sum cost proposal received 4/1/21 = \$4,087.00. Work Change Directive #18 approved by Owner 4/7/21.**
- Add/Cut-in Bill Payment Drop Box within West Wall of Building C + Delete proposed Drop Box located within Village Hall Lobby: **Contractor provided Lump Sum cost proposal received 4/15/21 = \$3,615.00. Work Change Directive #22 prepared by A/E for Owner's approval. Signed by both Owner and Contractor at this meeting allowing Contractor to proceed with the Work.**
- Casework revisions/deletions –
 - Building B (PD): Request for proposal forthcoming
 - Building C – Village Break Room: Request for proposal forthcoming
 - FD Resource Report Rm: **Contractor to provide cost proposal.**
- Revision to MDP/EM electrical coordination panel resulting from the Contractor's required Over Current Study: Breaker Panel to Fusible Panel: **Contractor to submit Substitute Shop Drawing.**

○ Processed Change Orders(s):

Executed:

- Change Order No. 1: Net Amount =	+\$ 9,207.50
- Change Order No. 2: Net Amount =	+\$89,762.17
- Change Order No. 3: Net Amount =	(\$16,234.00)
- Change Order No. 4: Net Amount =	+ \$16,392.00
- Change Order No. 5: Net Amount =	(\$ 758.57)
- <u>Change Order No. 6: Net Amount =</u>	<u>+ \$ 5,897.68</u>
TOTAL EXECUTED =	+ \$104,266.78

Pending:

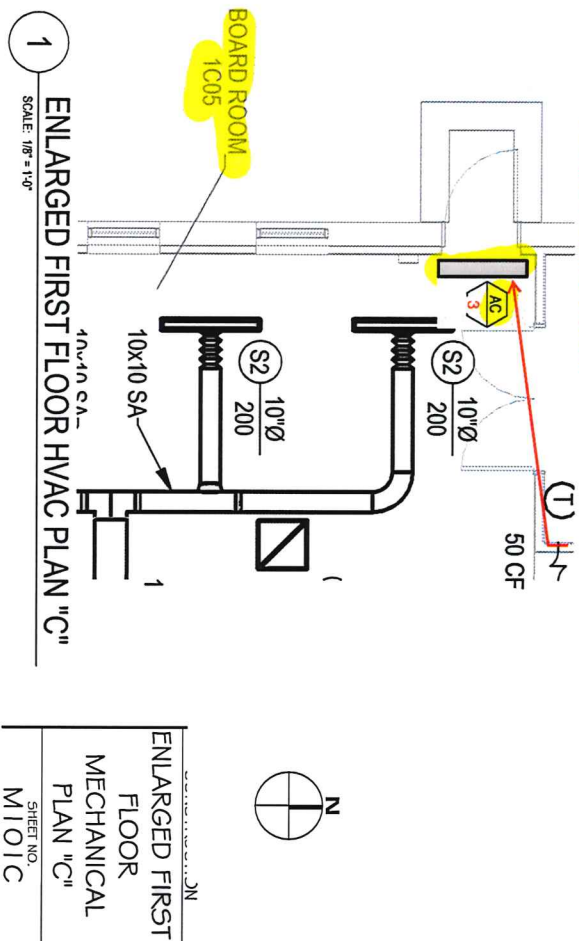
I. Environmental / Erosion Control:

- 1) Discussion – Conditions of Installed Measures/Devices: *No known/reported issues.*
- 2) Weekly Submittal of EC Inspection Reports: *Submittals are current.*
- 3) Roadway Cleaning/Maintenance (On-site equipment): *No known/reported issues.*

J. Traffic Control:

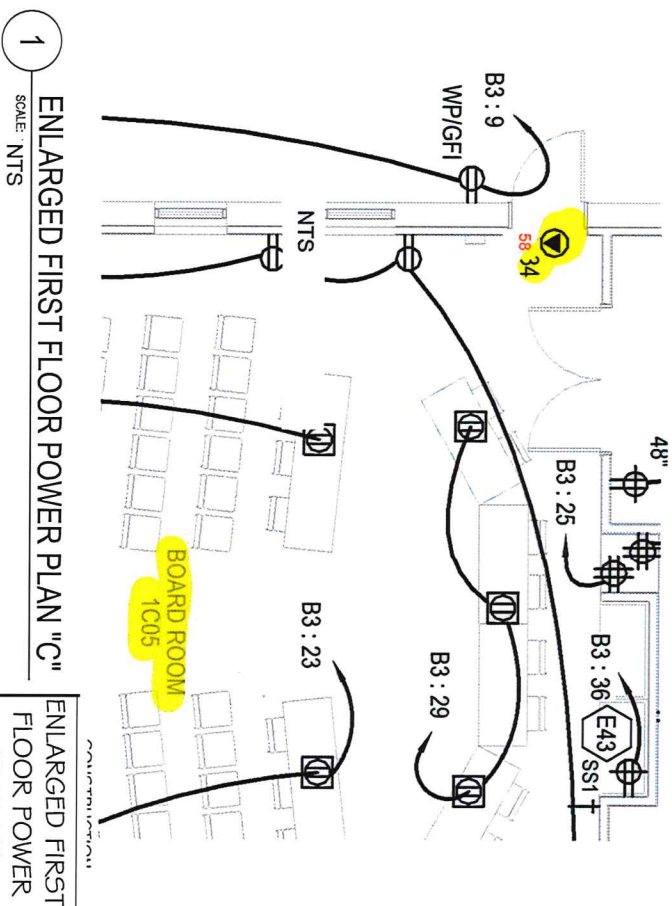
- 1) Advance Warning Signage: STH 60: *No known/reported issues.*

- NOTES:**
- 1) AIR CURTAIN UNIT TO BE PROVIDED AND INSTALLED BY OWNER AT A LATER DATE.
 - 2) ROUGH-IN PROVISIONS TO INCLUDE ROUGH OPENING STRUCTURE AND BACKING FOR FUTURE AIR CURTAIN MOUNTING AS REQUIRED BY THE MANUFACTURER.
 - 3) ELECTRIC PROVISIONS SHALL BE TERMINATED WITHIN A JUNCTION BOX ACCESSIBLE TO WITHIN THE ROUGH-IN AREA.
 - 4) HYDRONIC PROVISIONS SHALL BE TERMINATED WITH ISOLATION VALVES AND CAPS ACCESSIBLE TO WITHIN THE ROUGH-IN AREA.
 - 5) ROUGH OPENING WITH ELECTRICAL AND HYDRONIC LINES TO BE CONCEALED BENEATH THE SPECIFIED DRYWALL SYSTEM.



SCHEDULE FOR ROUGH-IN REFERENCE ONLY

AIR CURTAIN (AC)									
MARK	MANUFACTURER	MODEL	CFM	FAN QUANTITY	UNIT ELECTRICAL			DIMENSIONS	
					HP	VOLTS / PH	STARTER	DISCONNECT	DEPTH (IN)
1	CHANCE	EA001800W	1832	1	1/2	120 / 1Ø	X	FUSED	13
REMARKS:									
1. PROVIDE SURFACE MOUNT DOOR SENSOR FOR AIR CURTAIN OPERATION. CONTROLS SHALL BE AS TO BE PROVIDED AND OPEN HOT WATER VALVE TO COOL WHEN OUTSIDE AIR TEMPERATURE IS 45 DEG F (ADJUSTABLE ON BELOW)									



ELECTRICAL SPECIAL PURPOSE OUTLET SCHEDULE

NO.	LOAD DESCRIPTION	LOCATION	NW	FLA	VOLTAGE	PH	FEED FROM	BREAKER	SEE NOTE
58	AC-3	1008	1	48	120V	1	PANEL	4x, 4x	20
59									2
60									5

JACKSON MUNICIPAL COMPLEX
AIR CURTAIN PROVISIONS
ADDITION - BUILDING C

Cedar corporation
 engineering . architecture . environmental . surveying .
 landscape architecture . planning . economic development
 800-472-7372
 www.cedarcorp.com

PROJECT NO. J5789-002
DRAWN BY:
DATE: 4/27/12
SCALE: NTS



April 26, 2021
Revised

Jackson Municipal Complex
N168W19721 Main St
Jackson, WI 543037

PCO #44: Air Curtain – Board Room 1 C05

Mike Koenig Construction Co. Inc. proposes to supply labor, materials and equipment to provide a single Air Curtain in 1C05 per exhibit provide on 2-26-21 per the following specifications.

Subtotal

HVAC

- Furnish and Install (1) hot water door air curtains for Room 1C05 per drawing dated 2/25/21. \$4,468.00

Electrical

\$ 857.50

- Special Purpose Outlet Schedule #58
- 120 Volt CKT 41 1 Pole Panel B3
- Additional Breaker 20 Amp Disconnect, Wire, Conduit Ext.

Labor & Material: \$ 5,325.50
Mark-up: \$ 266.00
Bond: \$ 112.00
NET SUM OF: \$ 5,703.50

Please sign below to indicate your approval.

Owner Signature

Date

Alternate: Provide rough in hot water and electrical only

\$ 2,500.00


Initial

Respectfully Submitted
MIKE KOENIG CONST. CO., INC.

Pete Schmoll

Pete Schmoll
Project Manager

☐ Owner ☐ Engineer
☐ Contractor ☐ Funding Agency

SECTION 00 63 49 WORK CHANGE DIRECTIVE

Work Change Directive No. 21

Date of Issuance: April 8, 2021	Effective Date: April 13, 2021
Owner: Village of Jackson	Owner's Contract No: B-20
Contractor: Mike Koenig Construction Co.	Contractor's Project No:
Engineer: Cedar Corporation	Engineer's Project No: J5789-002
Project: Municipal Complex	Contract Name:

Contractor is directed to proceed promptly with the following change(s):

Description:

Addition of a **12'W x 4'-2"H Display Cabinet**. Owner's desire to incorporate a display cabinet within the proposed brick faced Dedication Wall located within the entrance hallway between the Main Lobby and the Village Board Room.

Attachments:

- 1) E-mail correspondence between Engineer and Contractor regarding request for cost proposal dated 2/26/21
- 2) Exhibit – Display Cabinet dated 2/26/21
- 3) Contractor's Cost Proposal, PCO #42 dated 3/11/21

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 11,022.00 [increase] .
Contract Time 0 days [increase] [decrease].

Basis of estimated change in Contract Price:

- ☒ Lump Sum ☐ Unit Price
☐ Cost of the Work ☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: [Signature]
Engineer (Authorized Signature)

By: [Signature]
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized Signature)

Title: Senior Construction Manager

Title: Director of Public Works

Title: Project Manager

Date: 4/14/21

Date: 4/14/2021

Date: 4-14-21

Village Board Approval
4/13/2021

☐ Owner ☒ Engineer
☐ Contractor ☐ Funding Agency

SECTION 00 63 49
WORK CHANGE DIRECTIVE

Work Change Directive No. 22

Date of Issuance:	April 15, 2021	Effective Date:	April 21, 2021
Owner:	Village of Jackson	Owner's Contract No:	B-20
Contractor:	Mike Koenig Construction Co.	Contractor's Project No:	
Engineer:	Cedar Corporation	Engineer's Project No:	J5789-002
Project:	Municipal Complex	Contract Name:	

Contractor is directed to proceed promptly with the following change(s):

Description:

Addition of Depository receptacle as requested by Owner's staff to be located within the Village Hall Storage Room 1C06. Purpose of depository is to provide a 24 hour bill drop-off location for residents.

Attachments:

- 1) E-mail correspondence between Engineer and Contractor regarding request for cost proposal dated 3/29/21
- 2) Exhibit – Drop Box Addition dated 3/29/21
- 3) Technical Specification Section 10 55 24, Depository Equipment
- 4) Contractor's Cost Proposal, PCO #47 dated 4/13/21

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 3,615.00 [increase] .
Contract Time 0 days [increase] [decrease].

Basis of estimated change in Contract Price:

- ☒ Lump Sum ☐ Unit Price
☐ Cost of the Work ☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: [Signature]
Engineer (Authorized Signature)

By: [Signature]
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized Signature)

Title: Senior Construction Manager

Title: President of Village of Jackson

Title: Project Manager

Date: 4/15/21

Date: 4/21/2021

Date: 4-21-21

Doug Kroes

From: Kristopher Dressler
Sent: Tuesday, March 30, 2021 8:33 PM
To: Pete Schmoll (petes@mikekoenigconstruction.com)
Cc: Jason Kossman; Doug Kroes; jen.keller@villageofjackson.com; Brian Kober
Subject: Jackson Payment Depository
Attachments: EXHIBIT Village Payment Depository.pdf; 10 55 24 Depository Equipment.pdf

Pete,

Attached please find the exhibit and specification for the Through Wall Payment Depository box in Storage 1C06.

Let us know if you have any questions or concerns.

Thank you,

Kristopher Dressler, R.A.

Architect

Cedar Corporation

604 Wilson Avenue | Menomonie | WI | 54751

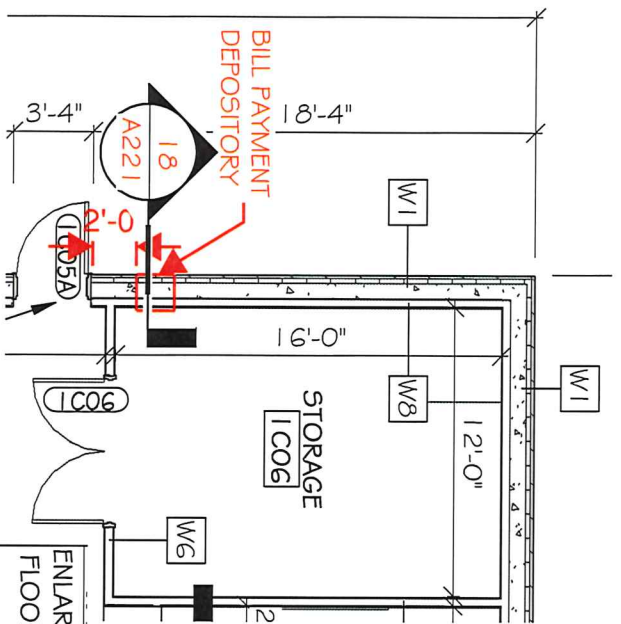
Office: 715-235-9081 | TF: 800-472-7372

kris.dressler@cedarcorp.com

www.cedarcorp.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#)

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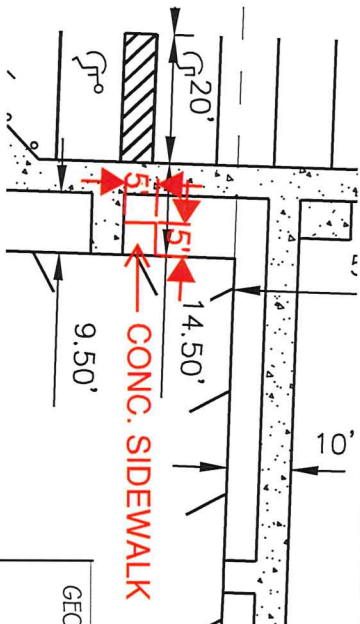


1
101C
NTS

2
101C
NTS

SHEET NO.
A101C

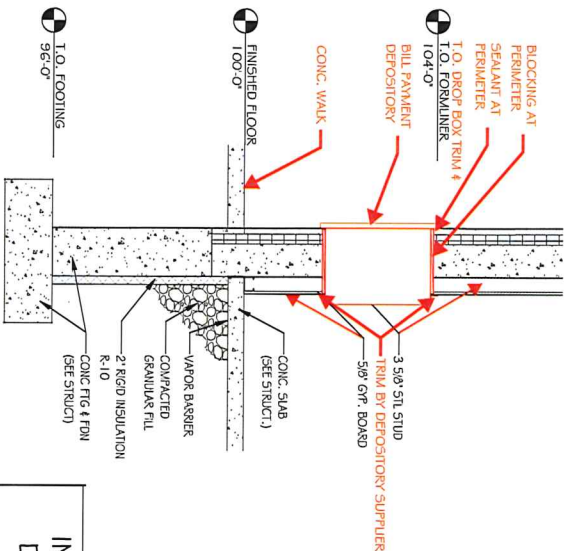
ENLARGED FIRST
FLOOR PLAN "C"



GEOMETRY PLAN

NTS

SHEET NO.
C103



1b
DEPOSITORY SECTION
A221
NTS

INTERIOR
DETAILS

SHEET NO.
A221

JACKSON MUNICIPAL COMPLEX
DROP BOX ADDITION

Cedar
Corporation

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

800.472.7372
www.cedarcorp.com

PROJECT NO. J5789-002

DRAWN BY: K. DRESSLER

DATE: 3/29/21

SCALE: NTS

SECTION 10 55 24
DEPOSITORY EQUIPMENT

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes

1. Bill Payment Depository.

1.02 DELIVERY, STORAGE, AND PROTECTION

A. Deliver, handle equipment, and store to protect from damage.

1.03 SUBMITTALS

A. Action Submittals

1. Product Data: Provide data on sizes, accessories, and installation instructions.
2. Shop Drawings.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Manufacturers:

1. Jackson Manufacturing Co., Inc. DBA, Kingsley

2.02 MATERIALS

A. Envelope Depository

1. Through Wall Envelope depository (Kingsley Model: 12-8100) or approved equal.
2. 16 GA stainless steel exterior faceplate and depository door with Graffiti-X clear coat. Locking rear door is coated with a primer.
3. Depository door shall be equipped with weatherhood with gravity, weight balanced and weather sealed flap. Weather stripping on inside edges of face plate
4. Lock: High security cam lock on rear door with two keys
5. Cabinet dimensions: 22" long x 17 1/2" wide x 20" high.

6. Self-adhesive decal in black lettering that reads: "PAYMENT"
7. Self-adhesive braille tag that reads: "Payment Drop"

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that substrates and rough opening are properly prepared to receive depository equipment. Do not begin installation until unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install in a workman-like manner.
- C. Securely anchor to building.
- D. Assembly complete.

3.03 CLEANING

- A. Clean all surfaces.

END OF SECTION



April 13, 2021

Jackson Municipal Complex
N168W19721 Main St
Jackson, WI 543037

PCO #47: Payment Drop Box

Mike Koenig Construction Co. Inc. proposes to supply labor, materials and equipment to provide a through wall drop box per exhibit dated 3-29-21 and per the following specifications.

- Saw-cut rough opening in precast wall
- Frame opening in interior stud wall
- Provide and install Kingsley Model: 12-8100 depository
- Provide 5x5 section of concrete

Labor & Material: \$ 3,375.00
Mark-up: \$ 169.00
Bond: \$ 71.00
NET SUM OF: \$ 3,615.00

Please sign below to indicate your approval.

Owner Signature

Date

Respectfully Submitted
MIKE KOENIG CONST. CO., INC.

Pete Schmoll

Pete Schmoll
Project Manager



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

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

May 3, 2021

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

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

Re: Contractor's Application for Payment No. 13
Municipal Complex
Project No. J05789-0002

Dear Mr. Kober:

Enclosed for your use in payment to Mike Koenig Construction Co., Inc. in the amount of \$561,526.53 is Contractor's Application for Payment No. 13.

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

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

Sincerely,

CEDAR CORPORATION

A handwritten signature in blue ink, appearing to read 'Doug Kroes'.

Douglas T. Kroes
Senior Construction Manager

Enclosed: Contractor's Application for Payment No. 13
Lien Waivers – Application for Payment Nos. 11 & 12
Stored Material Information

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

Contractor's Application for Payment No. 13

16258

Application Period: 4/1/2020 to 4/30/2021		Application Date: 4/26/2021	
To (Owner): Village of Jackson	From (Contractor):	Mike Koenig Construction Co., Inc.	Via (Engineer): Cedar Corporation
Project: Municipal Complex	Contract: B-20		
Owner's Contract No:	Contractor's Project No:	200500	Engineer's Project No: J5789-0002

Application For Payment Change Order Summary

Approved Change Orders			
Number	Additions	Deductions	
1	\$9,207.50		
2	\$89,762.17		
3		\$16,234.00	
4	\$16,392.00		
5		\$759.00	
6	\$5,897.68		
TOTALS	\$121,259.35	\$16,993.00	
NET CHANGE BY CHANGE ORDERS	\$104,266.35		

Contractor's Certification

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

Contractor Signature

By: 

Date: 4-30-21

1. ORIGINAL CONTRACT PRICE..... \$ \$11,595,340.00
2. Net change by Change Orders..... \$ \$104,266.35
3. Current Contract Price (Line 1 ± 2)..... \$ \$11,699,606.35
4. TOTAL COMPLETED AND STORED TO DATE
(Column I total on Progress Estimates)..... \$ \$8,851,852.74
5. RETAINAGE:

a. 5% X	\$8,845,432.74	Work Completed.....	\$ \$442,271.64
b. 5% X	\$6,420.00	Stored Material.....	\$ \$321.00
c. Total Retainage (Line 5.a + Line 5.b).....			\$ \$442,592.64
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \$8,409,260.10
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$7,847,733.57
8. AMOUNT DUE THIS APPLICATION..... \$ \$561,526.53

Payment of: \$ \$561,526.53 (Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) 5/3/21 (Date)

Payment of: \$ \$561,526.53 (Line 8 or other - attach explanation of the other amount)

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

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

Progress Estimate - Lump Sum Work

Contractor's Application

Project: Municipal Complex		Application Number: 13					
Application Period: 4/1/2020 to 4/30/2021		Application Date: 4/26/2021					
		Work Completed					
Specification Section No.	A Description	B Scheduled Value (\$)	C From Previous Application (C+D)	D	E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	G Balance to Finish (B - F)
				This Period			
	General Conditions	\$280,000.00	\$189,000.00	\$21,000.00		\$210,000.00	\$70,000.00
	Bond	\$80,000.00	\$80,000.00			\$80,000.00	
	Site Utilities	\$225,200.00	\$225,200.00			\$225,200.00	
	Site Work	\$106,330.00	\$96,371.10			\$96,371.10	\$9,958.90
	Asphalt	\$213,247.00					\$213,247.00
	Fencing	\$23,834.00					\$23,834.00
	Landscaping	\$45,000.00					\$45,000.00
	Concrete Foundations	\$180,000.00	\$180,000.00			\$180,000.00	
	Concrete Flatwork	\$515,000.00	\$319,601.37			\$319,601.37	\$195,398.63
	Precast Concrete	\$1,690,000.00	\$1,690,000.00			\$1,690,000.00	
	Masonry	\$325,000.00	\$308,750.00	\$16,250.00		\$325,000.00	
	Structural Steel	\$780,000.00	\$667,274.00			\$667,274.00	\$112,726.00
	Carpentry	\$180,000.00	\$82,000.00	\$26,000.00		\$108,000.00	\$72,000.00
	Cabinets	\$162,080.00					\$162,080.00
	Insulation	\$5,165.00					\$5,165.00
	Roofing	\$330,875.00	\$292,615.00	\$23,000.00		\$315,615.00	\$15,260.00
	EIFS	\$21,782.00					\$21,782.00
	Caulking	\$15,000.00	\$9,923.00	\$5,077.00		\$15,000.00	
	HM & Wood Doors	\$206,860.00	\$64,302.00			\$64,302.00	\$142,558.00
	Aluminum Entrances	\$297,800.00	\$65,490.00		\$6,420.00	\$71,910.00	\$225,890.00
	Overhead Doors	\$304,999.00	\$212,785.71			\$212,785.71	\$92,213.29
	Gypsum Board Assemblies	\$543,000.00	\$407,953.00	\$105,702.00		\$513,655.00	\$29,345.00
	Flooring	\$217,739.00					\$217,739.00
	Epoxy Flooring	\$49,669.00					\$49,669.00
	Painting	\$153,577.00	\$8,635.00	\$29,230.00		\$37,865.00	\$115,712.00
	Acoustic Ceilings	\$85,250.00					\$85,250.00
	Specialties	\$80,000.00	\$6,245.00			\$6,245.00	\$73,755.00
	Lockers	\$109,673.00					\$109,673.00
	Mobil Storage Shelving	\$35,000.00					\$35,000.00
	Furnishings - Blinds	\$7,245.00					\$7,245.00
	Elevator	\$59,050.00	\$56,098.00			\$56,098.00	\$2,952.00
	Firehouse Lift	\$53,000.00	\$53,000.00			\$53,000.00	
	Firehouse Slide Pole	\$21,500.00					\$21,500.00
	Mechanical HVAC	\$1,215,000.00	\$862,583.00	\$174,725.00		\$1,037,308.00	\$177,692.00
	Sprinklers	\$109,510.00	\$102,298.00	\$4,257.00		\$106,555.00	\$2,955.00
	Plumbing	\$613,850.00	\$515,000.00	\$30,000.00		\$545,000.00	\$68,850.00
	Electrical	\$1,146,400.00	\$777,634.68	\$132,578.10		\$910,212.78	\$236,187.22
	OH, Supervision & Profit	\$445,830.00	\$326,414.15	\$8,000.00		\$334,414.15	\$111,415.85

Progress Estimate - Lump Sum Work

Contractor's Application

Project: Municipal Complex				Application Number: 13			
Application Period: 4/1/2020 to 4/30/2021				Application Date: 4/26/2021			
				Work Completed			
Specification Section No.	A Description	B Scheduled Value (\$)	C From Previous Application (C+D)	D This Period	E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	G Balance to Finish (B - F)
		\$10,933,465.00	\$7,599,173.01	\$575,819.10	\$6,420.00	\$8,181,412.11	\$2,752,052.89

Unit Price Progress Estimate

Contractor's Application

Project: Municipal Complex		Application Number: 13								
Application Period: 4/1/2020 to 4/30/2021		Application Date: April 26, 2021								
A		B	C	D	E	F	G	H	I	J
Bid No.	Item Description	Estimated Bid Quantity	Unit Price	Quantity Completed			Total Completed & Stored to Date (C+E+G)		% Comp.	
				Previous Applications Quantity	Amount	This Application Quantity	Amount	Quantity		Amount
1	Imported Fill Material-Soil Class D-2	115 CY	\$22.75	115	\$2,616.25			115	\$2,616.25	100.0%
2	Footing Foundation Stabilization Excavation	700 CY	\$12.50	47	\$587.50	653	\$8,162.50	700	\$8,750.00	100.0%
3	Footing Foundation Stabilization Backfill - 1 1/4" CABG Dense	1400 TN	\$16.00	134.67	\$2,154.72	1265.33	\$20,245.28	1400	\$22,400.00	100.00%
4	Excavation Below Subgrade (EBS) - Building	1115 CY	\$12.55	115	\$1,443.25			115	\$1,443.25	10.31%
5	Structural Backfill - Building Pad - Soil Class D-3	4400 TN	\$16.00	3989.98	\$63,839.20			3989.98	\$63,839.20	90.68%
6	Crushed Aggregate Base Course - 1 1/4" Dense - Site	17500 TN	\$16.80	15761.08	\$264,786.14			15761.08	\$264,786.14	90.06%
7	Crushed Aggregate Base Course - 1 1/4" Dense -Building	TN	\$16.80							
8	Geogrid - Site	13000 SY	\$2.80	13000	\$36,400.00			13000	\$36,400.00	100.0%
CO1	Add Transoms to Entry Doors (8 EA)	1 LS	\$3,566.50	1	\$3,566.50			1	\$3,566.50	100.0%
CO1	Removal & Disposal of Concrete Debris Pile	1 LS	\$7,363.00	1	\$7,363.00			1	\$7,363.00	100.0%
CO1	CREDIT Fire Dept. Log w/i Precast Panel	1 LS	-\$1,722.00	1	-\$1,722.00			1	-\$1,722.00	100.0%
CO2	Geogrid - Building Pad Stabilization	5450 SY	\$3.55	4905	\$17,412.75			4905	\$17,412.75	90.0%
CO2	3" Dense Graded Base - Building Pad Stabilization	7500 TN	\$19.75	5858.87	\$115,712.68			5858.87	\$115,712.68	78.1%
CO2	4"-8" Stone (6/18/20 Bldg Pad Stabilization Test Strip)	42.45 TN	\$40.00	42.45	\$1,698.00			42.45	\$1,698.00	100.0%
CO2	Existing Foundation Debris Disposal	1 LS	\$4,258.17	1	\$4,258.17			1	\$4,258.17	100.0%
CO2	Alternate Exterior Brick Material	1 LS	\$38,274.00	1	\$38,274.00			1	\$38,274.00	100.0%
CO3	Water Main Extension	1 LS	\$4,445.00	1	\$4,445.00			1	\$4,445.00	100.0%
CO3	Export Surplus Excavated Material	1 LS	\$58,690.00	1	\$58,690.00			1	\$58,690.00	100.0%
CO3	Additional Roof Drain Lateral	1 LS	\$4,231.00	1	\$4,231.00			1	\$4,231.00	100.0%
CO3	Tornado Siren Electrical Siren	1 LS	\$4,633.00	1	\$4,633.00			1	\$4,633.00	100.0%

Unit Price Progress Estimate

Contractor's Application

Project: Municipal Complex		Application Number: 13										
Application Period: 4/1/2020 to 4/30/2021		Application Date: April 26, 2021										
A												
Bid No.	Item	Estimated Bid Quantity	Unit Price	B	C	D	E	F	G	H	I	J
				Previous Applications Quantity	Amount	This Application Quantity	Amount	Materials Stored Quantity	Amount	Total Completed & Stored to Date (C+E+G) Quantity	Amount	% Comp.
CO3	Increased Window Size - Fire Dept K	1 LS	\$3,142.00	1	\$3,142.00					1	\$3,142.00	100.0%
CO4	Revision to Monument Sign Conduits	1 LS	\$673.00	1	\$673.00					1	\$673.00	100.0%
CO4	Revision to Elevator shaft wall locations and footings/structural slab	1 LS	\$4,848.00	1	\$4,848.00					1	\$4,848.00	100.0%
CO4	Addition of Rip Rap to 6" roof drain discharge to pond embankment	1 LS	\$847.00	1	\$847.00					1	\$847.00	100.0%
CO4	Enlarge Window Size - Fire Dept. Resource Report Watch Room	1 LS	\$4,165.00	1	\$4,165.00					1	\$4,165.00	100.0%
CO4	Building D Stairwell, West - Add access door to stairwell from hallway	1 LS	\$5,424.00	1	\$5,424.00					1	\$5,424.00	100.0%
CO4	CMU Partition Wall Footing - Room 1D27/1D28	1 LS	\$435.00	1	\$435.00					1	\$435.00	100.0%
CO5	Movable Partition Wall Surt. Support	1 LS	\$3,045.00	1	\$3,045.00					1	\$3,045.00	100.0%
CO5	High Speed OH Doors - PD	1 LS	\$2,254.00	1	\$2,254.00					1	\$2,254.00	100.0%
CO5	Waste Line Relocations - ADA rooms	1 LS	\$697.00	1	\$697.00					1	\$697.00	100.0%
CO5	Precast Plank Support Hanger/CMU	1 LS	-\$1,677.00	1	-\$1,677.00					1	-\$1,677.00	100.0%
CO5	Tower Windows - Material Revision	1 LS	-\$12,140.00									
CO5	Countertop - Material Revision	1 LS	-\$295.00									
CO5	Thin brick Handling Charge	1 LS	\$7,357.00	1	\$7,357.00					1	\$7,357.00	100.0%
CO6	Burn Tower Structure Foundation	1 LS	\$26,455.00									
CO6	Interior Bollards - Bldg E - Fire Dept	1 LS	-\$5,758.00			1	-\$5,758.00					
CO6	Additional Electrical Outlets Bldg D	1 LS	\$2,803.28			1	\$2,803.28					
CO6	Revision to Hallway Windows Glass	1 LS	\$144.00									
CO6	HVAC Return Air Ductwork Bldg D	1 LS	\$4,203.00			1	\$4,203.00					
CO6	Relocation of Emergency Services	1 LS	-\$958.71			1	-\$958.71					
CO6	IT Switch Gear - Bldg D 2nd Floor	1 LS	\$898.75			1	\$898.75					
CO6	Changes to Proposed Ceiling Bldg D	1 LS	\$2,180.14			1	\$2,180.14					
CO6	Work Station Case Work - Bldg A	1 LS	-\$1,135.00									
CO6	653 CY Footing Foundation Excavat.	653 CY	-\$12.50			653	-\$8,162.50					
CO6	1265.33 TN Ptg Foundation Backfill	1265.33 TN	-\$16.00			1265.33	-\$20,245.28					
CO6	Modify Ceiling Sound Break Gypsum	1 LS	\$5,473.00			1	\$5,473.00					
TOTAL					\$661,599.17		\$8,841.46				\$670,440.63	

UNCONDITIONAL WAIVER OF LIEN

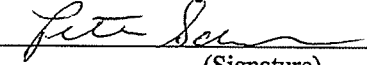
April 5, 2021

For value received, we hereby waive **partial** rights and claims for lien on land and on Buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,
for **Village of Jackson** Owner
by **Mike Koenig Construction Co., Inc.**, contractor
for **Application #11 Invoice #10255 \$818,202.65** same being situated in **Washington County, State of Wisconsin**, described as

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

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

MIKE KOENIG CONSTRUCTION CO., INC.

 4-5-21
(Signature) (Date)

NAME: Pete Schmoll
TITLE: Project Manager

WAIVER OF LIEN

April 30, 2021

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

for **Village of Jackson** Owner

by **Mike Koenig Construction Co., Inc.**, contractor

for **Application No. 13 Invoice #10258 \$561,526.53** *contingent on payment*
same being situated in **Washington County, State of Wisconsin**, described as

Village of Jackson Municipal Complex

New facility

N168W19721 Main Street

Jackson, WI 53037

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

MIKE KOENIG CONSTRUCTION CO., INC.


(Signature)

4-30-21
(Date)

NAME: Pete Schmoll
TITLE: Project Manager



STATE OF Wisconsin

WAIVER OF LIEN TO DATE

Gty #

COUNTY OF Waukesha

Escrow #

TO WHOM IT MAY CONCERN:

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

THE undersigned, for and in consideration of Fifty Two Thousand Two Hundred Twenty Six and 25/100 Dollars (\$52,226.25) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Wisconsin, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 4/5/2021 COMPANY NAME TOTAL-Mechanical Inc.

ADDRESS W234 N2830 Paul Road, Pewaukee, WI 53072

SIGNATURE AND TITLE

VP FIRE PROTECTION

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

CONTRACTOR'S AFFIDAVIT

STATE OF Wisconsin

COUNTY OF Waukesha

TO WHOM IT MAY CONCERN:

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

That the total amount of the contract including extras* is \$109,510.00 on which he or she has received payment of \$9,887.12 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL-Mechanical Inc.	Fire Protection	109,510.00	9,887.12	52,226.25	47,396.63
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

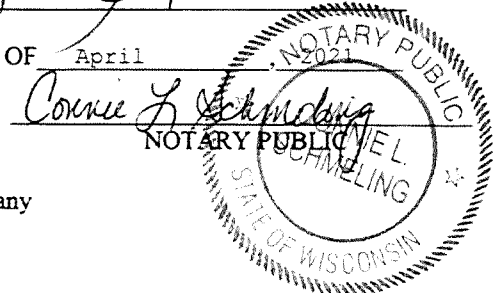
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 4/5/2021

SIGNATURE: Jonathon M. Friske

SUBSCRIBED AND SWORN TO BEFORE ME THIS 5th DAY OF April

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



f.1722 R5/96

Provided by Chicago Title Insurance Company

LIEN WAIVER

STATE OF Wisconsin DATE 4/18/2021
COUNTY OF Washington

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

For: Village of Jackson, owner
Contractor: Mike Koenig Construction Co., Inc.
By: Kohel Drywall LLC
 Drywall labor & materials
 Invoice #1399-4 \$50,350.00

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

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

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



Kohel Drywall LLC

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

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

Identifying Information

Name of Claimant: Mike Koenig Construction Inc

Name of Customer: Village of Jackson

Job Location:

Owner: Village of Jackson

Through Date: 04/12/2021

Unconditional Waiver and Release

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

\$ 77,424.05

Exceptions

This document does not affect any of the following:

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

Signature

Claimant's Signature: 

Claimant's Title: Owner

Date of Signature: 04/12/2021

17-2-7

19.

for Jackson Municipal Complex
by Mike Koenig Construction
for Rachel Glass Installation
same being situated in Humboldt County, State of Wisconsin, described as
Jackson Municipal Complex
Jackson
1146 W 19th Main St.
Jackson, WI

Tri City Glass + Door
~~James~~ President

WAIVER OF LIEN

April 20 2021

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

Village of Jackson owner,
by: _____ contractor,
for: Caulking services,

same being situated in Washington County, State of Wisconsin, described as
Village of Jackson Municipal Complex
1168 W 19221 Main Street
Jackson, WI 53037

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except: None

Name of Sub-Contractor:

Seiachitano Caulking In

Authorized Signature:

Wendy Seiachitano

UNCONDITIONAL LIEN WAIVER

STATE OF Wisconsin DATE 4/12/2021
COUNTY OF Waukesha

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

For: Village of Jackson owner
Contractor: Mike Koenig Construction Co., Inc.
For: Electrical
\$99,750.00

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

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

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

Empower Electric

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

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

Identifying Information

Name of Claimant: Edgewater Plumbing, LLC
Name of Customer: Village of Jackson Municipal Complex
Job Location: 1168 W97th Main Street Jackson, WI
Owner: _____
Through Date: February 2021

Unconditional Waiver and Release

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

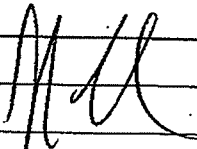
\$19,000.00

Exceptions

This document does not affect any of the following:

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

Signature

Claimant's Signature: 

Claimant's Title: Owner

Date of Signature: 4/5/2021

PARTIAL UNCONDITIONAL WAIVER OF LIEN

Date: April 6, 2021

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

for Village of Jackson Owner

by Mike Koenig Construction Contractor

for HVAC
(division of work)

being situated in Washington County

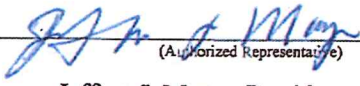
State of Wisconsin described

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

for all labor performed and for all material furnished through February 28, 2021 in the amount of
(Month and Year)

\$274,773.25 for the erection, construction, alteration, or repair of said building and appurtenances.

J & H Heating, Inc.
(Company)

by 
(Authorized Representative)

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

J&H #2685 - Inv. J006058



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
04/22/2021

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

PRODUCER Aon Risk Services Central, Inc. Green Bay WI Office 10700 Research Drive Suite 450 Milwaukee WI 53226 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (414) 271-6420	FAX (A/C. No.): (414) 271-4103
INSURED Automatic Entrances of WI, Inc Att: Jay Walt, Vice President 1712 Paramount Court Waukesha WI 531860000 USA	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #: 570000003964	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: ACUITY, A Mutual Insurance Company	
	INSURER B:	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES

CERTIFICATE NUMBER: 570087079601

REVISION NUMBER:

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: WO #148012, PO #1367 - VILLAGE OF JACKSON MUNICIPAL COMPLEX. STORED MATERIAL VALUE - \$6,420.00

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

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	☐	PROPERTY				BUILDING	
	☐	CAUSES OF LOSS				PERSONAL PROPERTY	
	☐	BASIC				BUSINESS INCOME	
	☐	BROAD				EXTRA EXPENSE	
	☐	SPECIAL				RENTAL VALUE	
	☐	EARTHQUAKE				BLANKET BUILDING	
	☐	WIND				BLANKET PERS PROP	
	☐	FLOOD				BLANKET BLDG & PP	
	☐						
	☐						
A	☒	INLAND MARINE	TYPE OF POLICY Installtn Flotr	12/31/2020	12/31/2021	☒ Limit	\$250,000
	☐	CAUSES OF LOSS	POLICY NUMBER F79384			☒ Deductible	\$250
	☐	NAMED PERILS	STORED MATERIALS				
	☐	CRIME	TYPE OF POLICY				
	☐						
	☐	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					
	☐						

CERTIFICATE NUMBER: 570087079601



SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

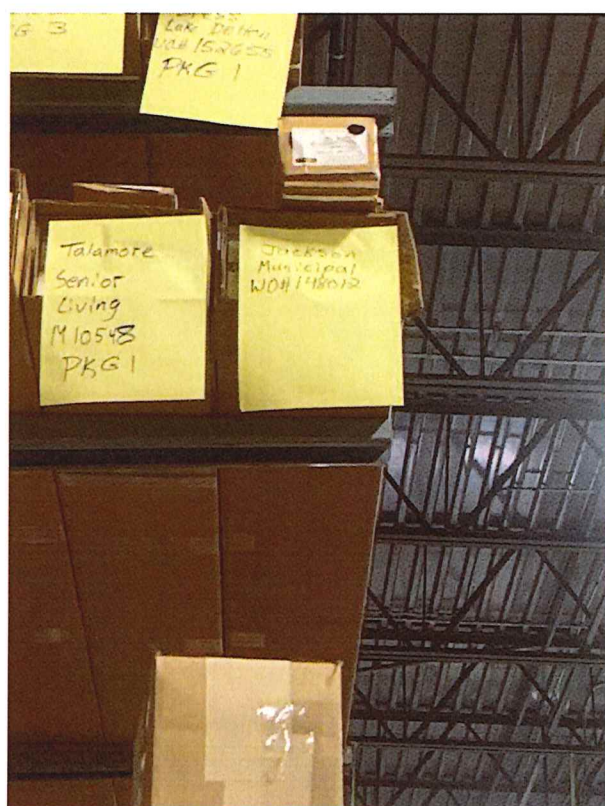
CANCELLATION

MIKE KOENIG CONSTRUCTION CO INC
3502 BEHRENS PARKWAY
SHEBOYGAN WI 53081 USA

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.



**SECTION 00941
CHANGE ORDER**

Change Order No. **2 (FINAL)**

Date of Issuance:	January 28, 2021	Effective Date:	June 29, 2020
Owner:	Village of Jackson	Owner's Contract No.:	
Contractor:	Payne and Dolan, Inc.	Contractor's Project No.:	
Engineer:	Cedar Corporation	Engineer's Project No.:	05789-0009
Project:	Chateau Drive and Hickory Lane Reconstruction	Contract Name:	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

1	Reconciliation of As-Built Quantities	=	\$18,378.57	
2	DEDUCT Lump Sum Lawn Restoration	=	(\$5,000.00)	
TOTAL			=	\$13,378.57

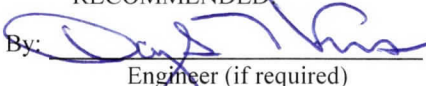
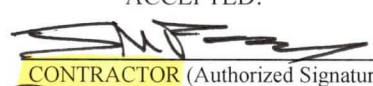
Reason for Change Order:

- a) Change Order Item No. 1: Reconciliation of As-Built (Estimated Vs Installed Quantities.
- b) Change Order Item No. 2: Contract cost deduction associated with the Owner's performance of lawn restoration within areas of restoration performed by the Contractor which was not deemed acceptable by the Owner.

Attachments: (List documents supporting change)

- a) Change Order Item No. 1: Engineer's As-Built Quantity Worksheet dated 1/14/21.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>873,842.00</u>	Original Contract Times: Substantial completion (date): <u>October 31, 2019</u> Ready for Final Payment (date): <u>November 15, 2019</u>
[Increase] from previous approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>19,910.00</u>	from previous Change Orders: No. <u>1</u> to No. <u>1</u> : Substantial Completion (days): <u>22</u> Ready for Final Payment (days): <u>20</u>
Contract Price prior to this Change Order: \$ <u>893,752.00</u>	Contract Times prior to this Change Order: Substantial completion (date): <u>November 22, 2019</u> <u>December 5, 2019</u>
[Increase] of this Change Order: \$ <u>13,378.57</u>	[Increase] [Decrease] this Change Order: Substantial Completion (days): <u>0</u> Ready for Final Payment (days): <u>0</u>
Contract Price incorporating this Change Order: \$ <u>907,130.57</u>	Contract Times with all approved Change Orders: Substantial completion (date): <u>November 22, 2019</u> Ready for Final Payment (date): <u>December 5, 2019</u>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: 	By: _____		By: 		
Engineer (if required)	Owner (Authorized Signature)		CONTRACTOR (Authorized Signature)		
Title: Senior Construction Manager	Title: _____		Title: <u>Project Manager</u>		
Date: January 28, 2021	Date: _____		Date: <u>3/11/21</u>		

Approved by Funding Agency (if applicable):

By: _____ Date: _____
Title: _____

PROJECT NO: 05789-0009
PROJECT ID: Chateau Drive & Hickory Lane Reconstruction
CLIENT: Village of Jackson
CONTRACTOR: Payne & Dolan

ENGINEER'S AS-BUILT QUANTITY WORKSHEET

1/14/2021



			ESTIMATED QUANTITIES				Project-to-Date (PTD) CONTRACTOR SUBMITTAL			AS BUILT RECORD OF PTD INSTALLED QUANTITIES			AS BUILT VS SUBMITTED		ESTIMATED VS AS BUILT				NOTES:			
		Unit Price	ORIGINAL Estimated Quantity	ORIGINAL Schedule of Values	CO#1	Bid Quantities Changed By Change Order		YTD Schedule of Values Amount	QUANTITIES	VALUES	\$ % of Est.	QUANTITIES	VALUES	\$ % of Est.	QUANTITIES	VALUES	As Built Quantities	QUANTITIES		As Built Values	VALUES	
Item						TOTAL Estimated Quantity	Unit Meas.		Submitted To Date	Submitted To Date		As Built VS Submitted	As Built VS Submitted		As Built VS Submitted	As Built VS Submitted						
A-1	COMMON EXCAVATION, INCLUDING ASPHALT PAVEMENT REMOVAL	\$58.00	1,100	\$ 63,800.00			1100	C.Y.	\$ 63,800.00	965.28	\$ 55,986.24	87.75%	965.28	\$ 55,986.24	87.75%	0	\$ -	965.28	(135)	\$ 55,986.24	\$ (7,813.76)	Reduced project limits @ intersections of both Wilshire and Hunter.
A-2	SAW CUTTING ASPHALT ROADWAY	\$3.00	155	\$ 465.00			155	L.F.	\$ 465.00	155.00	\$ 465.00	100.00%	155	\$ 465.00	100.00%	0	\$ -	155	0	\$ 465.00	\$ -	
A-3	SANITARY MANHOLE RING AND CASTING REPLACEMENT	\$1,250.00	5	\$ 6,250.00			5	EA.	\$ 6,250.00	5.00	\$ 6,250.00	100.00%	5	\$ 6,250.00	100.00%	0	\$ -	5	0	\$ 6,250.00	\$ -	
A-4	8" PVC WATER MAIN	\$117.50	576	\$ 67,680.00			576	L.F.	\$ 67,680.00	573.00	\$ 67,327.50	99.48%	573	\$ 67,327.50	99.48%	0	\$ -	573	(3)	\$ 67,327.50	\$ (352.50)	Added lateral
A-5	VALVE ABANDONMENT	\$850.00	3	\$ 2,550.00			3	EA.	\$ 2,550.00	3.00	\$ 2,550.00	100.00%	3	\$ 2,550.00	100.00%	0	\$ -	3	0	\$ 2,550.00	\$ -	
A-6	SALVAGE HYDRANT	\$3,000.00	1	\$ 3,000.00			1	EA.	\$ 3,000.00	1.00	\$ 3,000.00	100.00%	1	\$ 3,000.00	100.00%	0	\$ -	1	0	\$ 3,000.00	\$ -	
A-7	1 1/4" HDPE WATER SERVICE RELAY	\$104.00	350	\$ 36,400.00			350	L.F.	\$ 36,400.00	365.2	\$ 37,980.80	104.34%	365.2	\$ 37,980.80	104.34%	0	\$ -	365.2	15	\$ 37,980.80	\$ 1,580.80	Reduced limit at Wilshire
A-8	HYDRANT ASSEMBLY	\$7,800.00	1	\$ 7,800.00			1	EA.	\$ 7,800.00	1.00	\$ 7,800.00	100.00%	1	\$ 7,800.00	100.00%	0	\$ -	1	0	\$ 7,800.00	\$ -	
A-9	8" GATE VALVE	\$4,100.00	3	\$ 12,300.00			3	EA.	\$ 12,300.00	3.00	\$ 12,300.00	100.00%	3	\$ 12,300.00	100.00%	0	\$ -	3	0	\$ 12,300.00	\$ -	
A-10	12" RCP STORM SEWER	\$94.00	448	\$ 42,112.00			448	L.F.	\$ 42,112.00	445.00	\$ 41,830.00	99.33%	445	\$ 41,830.00	99.33%	0	\$ -	445	(3)	\$ 41,830.00	\$ (282.00)	Reduced limit at Wilshire
A-11	CATCH BASIN	\$2,750.00	2	\$ 5,500.00	1		3	EA.	\$ 8,250.00	3.00	\$ 8,250.00	100.00%	3	\$ 8,250.00	100.00%	0	\$ -	3	0	\$ 8,250.00	\$ -	
A-12	4" PVC STORM SEWER LATERAL (10 UNITS)	\$77.50	722	\$ 55,955.00			722	L.F.	\$ 55,955.00	852.50	\$ 66,068.75	118.07%	852.5	\$ 66,068.75	118.07%	0	\$ -	852.5	131	\$ 66,068.75	\$ 10,113.75	
A-13	REMOVE CONCRETE SIDEWALK	\$3.00	4,523	\$ 13,569.00			4523	S.F.	\$ 13,569.00	4339.00	\$ 13,017.00	95.93%	4339	\$ 13,017.00	95.93%	0	\$ -	4339	(184)	\$ 13,017.00	\$ (552.00)	Extended driveway match /removal limits to improve transitions.
A-14	4" CONCRETE SIDEWALK	\$8.37	5,030	\$ 42,101.10			5030	S.F.	\$ 42,101.10	4699.30	\$ 39,333.14	93.43%	4699.3	\$ 39,333.14	93.43%	0	\$ -	4699.3	(331)	\$ 39,333.14	\$ (2,767.96)	
A-15	REMOVE CURB AND GUTTER	\$4.00	1,172	\$ 4,688.00			1172	L.F.	\$ 4,688.00	1112.00	\$ 4,448.00	94.88%	1112	\$ 4,448.00	94.88%	0	\$ -	1112	(60)	\$ 4,448.00	\$ (240.00)	
A-16	30" CURB AND GUTTER TYPE D	\$20.00	1,172	\$ 23,440.00			1172	L.F.	\$ 23,440.00	1112.00	\$ 22,240.00	94.88%	1112	\$ 22,240.00	94.88%	0	\$ -	1112	(60)	\$ 22,240.00	\$ (1,200.00)	Extended driveway match /removal limits to improve transitions.
A-17	REMOVE CONCRETE DRIVEWAY APRON	\$3.50	1,404	\$ 4,914.00			1404	S.F.	\$ 4,914.00	3338.20	\$ 11,683.70	237.76%	3338.2	\$ 11,683.70	237.76%	0.0	\$ -	3338.2	1934	\$ 11,683.70	\$ 6,769.70	
A-18	7" CONCRETE DRIVEWAY APRON	\$11.00	2,664	\$ 29,304.00			2664	S.F.	\$ 29,304.00	4358.04	\$ 47,938.44	163.59%	4358.04	\$ 47,938.44	163.59%	0	\$ -	4358.04	1694	\$ 47,938.44	\$ 18,634.44	
A-19	EXCAVATION BELOW SUBGRADE (EBS)	\$20.00	150	\$ 3,000.00			150	C.Y.	\$ 3,000.00	61.30	\$ 1,226.00	40.87%	61.3	\$ 1,226.00	40.87%	0	\$ -	61.3	(89)	\$ 1,226.00	\$ (1,774.00)	Extended pavement limits: Wilshire + Less lower layer (See Item A-23)
A-20	EBS BACKFILL 1 1/4" DENSE	\$19.00	150	\$ 2,850.00			150	TONS	\$ 2,850.00	122.60	\$ 2,329.40	81.73%	122.6	\$ 2,329.40	81.73%	0	\$ -	122.6	(27)	\$ 2,329.40	\$ (520.60)	
A-21	EBS BACKFILL 3" DENSE	\$18.00	150	\$ 2,700.00			150	TONS	\$ 2,700.00	0.00	\$ -	0.00%	0	\$ -	0.00%	0	\$ -	0	(150)	\$ -	\$ (2,700.00)	
A-22	CRUSHED AGGREGATE BASE COURSE 1 1/4"	\$16.50	1,375	\$ 22,687.50			1375	TONS	\$ 22,687.50	1351.16	\$ 22,294.14	98.27%	1351.16	\$ 22,294.14	98.27%	0	\$ -	1351.16	(24)	\$ 22,294.14	\$ (393.36)	Additional tree removals as directed by Owner.
A-23	LOWER LAYER HMA PAVEMENT	\$91.00	460	\$ 41,860.00			460	TONS	\$ 41,860.00	434.21	\$ 39,513.11	94.39%	434.21	\$ 39,513.11	94.39%	0	\$ -	434.21	(26)	\$ 39,513.11	\$ (2,346.89)	
A-24	UPPER LAYER HMA PAVEMENT	\$120.00	250	\$ 30,000.00			250	TONS	\$ 30,000.00	320.99	\$ 38,518.80	128.40%	320.99	\$ 38,518.80	128.40%	0	\$ -	320.99	71	\$ 38,518.80	\$ 8,518.80	
A-25	TRAFFIC CONTROL	\$11,999.90	1	\$ 11,999.90			1	L.S.	\$ 11,999.90	1.00	\$ 11,999.90	100.00%	1	\$ 11,999.90	100.00%	0	\$ -	1	0	\$ 11,999.90	\$ -	No base excavation completed/necessary within the intersection of Stoneridge .
A-26	TREE REMOVAL	\$1,250.00	3	\$ 3,750.00			3	EA.	\$ 3,750.00	5.00	\$ 6,250.00	166.67%	5	\$ 6,250.00	166.67%	0	\$ -	5	2	\$ 6,250.00	\$ 2,500.00	
A-27	LAWN RESTORATION	\$11.75	862	\$ 10,128.50			862	S.Y.	\$ 10,128.50	862.00	\$ 10,128.50	100.00%	862	\$ 10,128.50	100.00%	0	\$ -	862	0	\$ 10,128.50	\$ -	
A-28	INLET PROTECTION	\$125.00	9	\$ 1,125.00			9	EA.	\$ 1,125.00	10.00	\$ 1,250.00	111.11%	10	\$ 1,250.00	111.11%	0	\$ -	10	1	\$ 1,250.00	\$ 125.00	Deleted service
B-1	COMMON EXCAVATION, INCLUDING ASPHALT PAVEMENT REMOVAL	\$48.00	815	\$ 39,120.00			815	C.Y.	\$ 39,120.00	707.00	\$ 33,936.00	86.75%	707	\$ 33,936.00	86.75%	0	\$ -	707	(108)	\$ 33,936.00	\$ (5,184.00)	
B-2	SAW CUTTING ASPHALT ROADWAY	\$3.00	175	\$ 525.00			175	L.F.	\$ 525.00	198.00	\$ 594.00	113.14%	198	\$ 594.00	113.14%	0	\$ -	198	23	\$ 594.00	\$ 69.00	
B-3	SANITARY MANHOLE RING AND CASTING REPLACEMENT	\$1,250.00	2	\$ 2,500.00			2	EA.	\$ 2,500.00	2.00	\$ 2,500.00	100.00%	2	\$ 2,500.00	100.00%	0.0	\$ -	2	0	\$ 2,500.00	\$ -	No base excavation completed/necessary within the intersection of Stoneridge .
B-4	12" PVC WATER MAIN	\$154.00	337	\$ 51,898.00			337	L.F.	\$ 51,898.00	336.00	\$ 51,744.00	99.70%	336	\$ 51,744.00	99.70%	0	\$ -	336	(1)	\$ 51,744.00	\$ (154.00)	
B-5	VALVE ABANDONMENT	\$850.00	1	\$ 850.00			1	EA.	\$ 850.00	1.00	\$ 850.00	100.00%	1	\$ 850.00	100.00%	0	\$ -	1	0	\$ 850.00	\$ -	
B-6	1 1/4" HDPE WATER SERVICE RELAY	\$104.00	220	\$ 22,880.00			220	L.F.	\$ 22,880.00	173.00	\$ 17,992.00	78.64%	173	\$ 17,992.00	78.64%	0	\$ -	173	(47)	\$ 17,992.00	\$ (4,888.00)	Item not utilized
B-7	12" GATE VALVE	\$5,600.00	1	\$ 5,600.00			1	EA.	\$ 5,600.00	1.00	\$ 5,600.00	100.00%	1	\$ 5,600.00	100.00%	0	\$ -	1	0	\$ 5,600.00	\$ -	
B-8	8" GATE VALVE	\$4,100.00	1	\$ 4,100.00			1	EA.	\$ 4,100.00	1.00	\$ 4,100.00	100.00%	1	\$ 4,100.00	100.00%	0	\$ -	1	0	\$ 4,100.00	\$ -	
B-9	4" PVC STORM SEWER LATERAL	\$77.50	309	\$ 23,947.50			309	L.F.	\$ 23,947.50	332.00	\$ 25,730.00	107.44%	332	\$ 25,730.00	107.44%	0	\$ -	332	23	\$ 25,730.00	\$ 1,782.50	

PROJECT NO: 05789-0009
PROJECT ID: Chateau Drive & Hickory Lane Reconstruction
CLIENT: Village of Jackson
CONTRACTOR: Payne & Dolan



		ESTIMATED QUANTITIES						Project-to-Date (PTD) CONTRACTOR SUBMITTAL			AS BUILT RECORD OF PTD INSTALLED QUANTITIES			AS BUILT VS SUBMITTED		ESTIMATED VS AS BUILT			
Item	Unit Price	ORIGINAL Estimated Quantity	ORIGINAL Schedule of Values	CO#1	TOTAL Estimated Quantity	Unit Mcas.	YTD Schedule of Values Amount	QUANTITIES	VALUES	\$	QUANTITIES	VALUES	QUANTITIES	VALUES	As Built Quantities	QUANTITIES	As Built Values	VALUES	
								Submitted To Date	Submitted To Date	% of Est.	As Built VS Submitted	As Built VS Submitted	Estimated VS As Built	Estimated VS As Built					
CHANGE ORDER ITEMS (& Supplemental Items by Change Order):																			
CO1	CREDIT - Curb Box Material	\$ -530.00	13	\$	(390.00)		13	EA	\$	(390.00)	100.00%	13	\$	(390.00)	100.00%	0	\$	-	
CO1	Stump Grinding - Hickory	\$ 500.00	2	\$	1,000.00		2	EA	\$	1,000.00	100.00%	2	\$	1,000.00	100.00%	0	\$	-	
CO1	Chimney Rebuild - Catch Basins (HDPE Rings provided by Owner)	\$ 600.00	5	\$	3,000.00		5	EA	\$	3,000.00	100.00%	5	\$	3,000.00	100.00%	0	\$	-	
CO1	Chimney Rebuild - Storm Manholes (HDPE Rings provided by Owner)	\$ 650.00	4	\$	2,600.00		4	EA	\$	2,600.00	100.00%	4	\$	2,600.00	100.00%	0	\$	-	
CO1	12" Yard Drain & Grate w/ Storm Lead - Chateau	\$ 2,950.00	1	\$	2,950.00		1	LS	\$	2,950.00	100.00%	1	\$	2,950.00	100.00%	0	\$	-	
CO1	Relocating Sanitary Lateral Conns. To Outside of MH - Chateau	\$ 4,600.00	2	\$	9,200.00		2	EA	\$	9,200.00	100.00%	2	\$	9,200.00	100.00%	0	\$	-	
CO1	CREDIT - Storm Sewer Lateral Clean-out	\$ (300.00)	4	\$	(1,200.00)		4	EA	\$	(1,200.00)	100.00%	4	\$	(1,200.00)	100.00%	0	\$	-	
CO2	DEDUCT: Lawn Restoration	\$ (5,000.00)	1	\$	(5,000.00)		1	LS	\$	(5,000.00)	100.00%	1	\$	(5,000.00)	100.00%	0	\$	-	
Project TOTALS =				\$	886,002.00				\$	907,130.57	102.07%		\$	907,130.57	102.07%		\$	-	

Net Change from Change Orders = \$ 14,910.00
ADD / (LESS) As-Built Reconciliation of Installed Quantities Vs Estimated = \$ 18,378.57
TOTAL CHANGE FROM CHANGE ORDERS (Including As-Built Reconciliation) = \$ 33,288.57
Change to Contract Price as Percent of ORIGINAL Contract Value = 3.81%
Change to Contract Price as Percent of FINAL Contract Value = 3.67%

1	Original Contract Price	\$	873,842.00	
2	Change Orders	\$	33,288.57	Include As-Built CO ? ☒ (Y or N)
3	Current Contract Price	\$	907,130.57	
4	Completed to Date	\$	907,130.57	("YTD Contractor Submittal")
5	Retainage	\$	-	(5% before Substantial Completion 2.5% after)
6	Complete LESS Retainage	\$	907,130.57	
7	Previous Payments	\$	864,902.39	
8	LDs	\$	-	
9	Additional Eng Costs	\$	-	
10	DUE this Application	\$	42,228.18	
11	Balance to Finish Including Retainage	\$	-	

Line 10 PLUS 11 \$ 42,228.18

CONTRACTOR PTD PAYMENTS:

Payment No.1	\$	303,608.03
Payment No.2	\$	395,269.87
Payment No.3	\$	166,024.49
Payment No.4		
Payment No.5		
Payment No.6		
Payment No.7		
Payment No.8		
Payment No.9		
Payment No.10		
Payment No.11		
Payment No.12		
YTD PAID TO CONTRACTOR =	\$	864,902.39
As-Built Value =	\$	907,130.57
Balance =	\$	42,228.18



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

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

March 15, 2021

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

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

Re: Contractor's Application for Payment No. 4 (FINAL)
Chateau Drive and Hickory Lane Reconstruction
Project No. 05789-0009

Dear Mr. Kober:

We have reviewed the above referenced project and find it in order. Therefore, it is our recommendation that the Village of Jackson grant final acceptance of the Chateau Drive and Hickory Lane Reconstruction project.

Enclosed for your use in payment to Payne & Dolan, Inc. in the amount of \$42,228.18 is Contractor's Application for Payment No. 4 (FINAL). Also enclosed are the following documents:

- Lien Waivers
- Consent of Surety to Final Payment
- Contractor Certificate of Insurance

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

Following your review and approval, please complete the application for payment form within the areas reserved for the Owner and process payment to the Contractor accordingly.

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

Sincerely,

CEDAR CORPORATION

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

Douglas T. Kroes
Senior Construction Manager

Enclosed: As Noted

Cc: Parker Sovey, Project Manager – Payne & Dolan, Inc.

Contractor's Application for Payment No. 4 (FINAL)

Owner

Application Period: 4/9/20 - 11/30/20		Application Date: 1/28/2021	
To (Owner): Village of Jackson	From (Contractor): Payne & Dolan, Inc.	Via (Engineer): Cedar Corporation	
Project: Chateau Drive and Hickory Lane Reconstruction	Contract:		
Owner's Contract No:	Contractor's Project No:	Engineer's Project No: 05789-0009	

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1	\$19,910.00	
2	\$13,378.57	
TOTALS	\$33,288.57	
NET CHANGE BY		\$33,288.57
CHANGE ORDERS		

Contractor's Certification

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

Contractor Signature

Parker Sovey

By: **Parker Sovey** Date: 3/15/21

1. ORIGINAL CONTRACT PRICE..... \$ 8873,842.00
2. Net change by Change Orders..... \$ 333,288.57
3. Current Contract Price (Line 1 + 2)..... \$ 907,130.57
4. TOTAL COMPLETED AND STORED TO DATE
(Column I total on Progress Estimates)..... \$ 907,130.57
5. RETAINAGE:
 - a. ☒ Work Completed..... \$ 907,130.57
 - b. ☒ Stored Material..... \$
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 907,130.57
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 864,902.39
8. AMOUNT DUE THIS APPLICATION..... \$ 42,228.18

Payment of: \$ 42,228.18 (Line 8 or other - attach explanation of the other amount)

is recommended by: *Paul Payne* (Engineer) 2-15-21 (Date)

Payment of: \$ 42,228.18 (Line 8 or other - attach explanation of the other amount)

is approved by: (Owner) (Date)

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

Unit Price Progress Estimate

Contractor's Application

Project: Chateau Drive and Hickory Lane Reconstruction		Application Number: 4 (FINAL)															
Application Period: 4/9/20 - 11/30/20		Application Date: January 28, 2021															
A		B		C		D		E		F		G		H		I	
Bid No.	Item Description	Estimated Bid Quantity	Unit Price	Previous Applications		This Application		Materials Stored		Stored to Date (C+E+G)		% Comp.					
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount						
A-1	COMMON EXCAVATION, INCLUDING ASPHALT PAVEMENT REMOVAL	1,100	\$38.00	965.28	\$55,986.24					965.28	\$55,986.24	87.8%					
A-2	SAW CUTTING ASPHALT ROADWAY	155	\$3.00	155	\$465.00					155	\$465.00	100.0%					
A-3	SANITARY MANHOLE RING AND CASTING REPLACEMENT	5	\$1,250.00	5	\$6,250.00					5	\$6,250.00	100.0%					
A-4	8" PVC WATER MAIN	576	\$117.50	573	\$67,327.50					573	\$67,327.50	99.5%					
A-5	VALVE ABANDONMENT	3	\$850.00	3	\$2,550.00					3	\$2,550.00	100.0%					
A-6	SALVAGE HYDRANT	1	\$3,000.00	1	\$3,000.00					1	\$3,000.00	100.0%					
A-7	1 1/4" HDPE WATER SERVICE RELAY	350	\$104.00	365.2	\$37,980.80					365.2	\$37,980.80	104.3%					
A-8	HYDRANT ASSEMBLY	1	\$7,800.00	1	\$7,800.00					1	\$7,800.00	100.0%					
A-9	8" GATE VALVE	3	\$4,100.00	3	\$12,300.00					3	\$12,300.00	100.0%					
A-10	12" RCP STORM SEWER	448	\$94.00	445	\$41,830.00					445	\$41,830.00	99.3%					
A-11	CATCH BASIN	3	\$2,750.00	3	\$8,250.00					3	\$8,250.00	100.0%					
A-12	4" PVC STORM SEWER LATERAL (10 UNITS)	722	\$77.50	852.5	\$66,068.75					852.5	\$66,068.75	118.1%					
A-13	REMOVE CONCRETE SIDEWALK	4,523	\$3.00	4023	\$12,069.00					4339	\$13,017.00	95.9%					
A-14	4" CONCRETE SIDEWALK	5,030	\$8.37	4699.3	\$39,333.14					4699.3	\$39,333.14	93.4%					
A-15	REMOVE CURB AND GUTTER	1,172	\$4.00	1007	\$4,028.00			105	\$420.00	1112	\$4,448.00	94.9%					
A-16	30" CURB AND GUTTER TYPE D	1,172	\$20.00	1112	\$22,240.00					1112	\$22,240.00	94.9%					
A-17	REMOVE CONCRETE DRIVEWAY APRON	1,404	\$3.50	3338.2	\$11,683.70					3338.2	\$11,683.70	237.8%					
A-18	7" CONCRETE DRIVEWAY APRON	2,664	\$11.00	4338.04	\$47,938.44					4338.04	\$47,938.44	163.6%					
A-19	EXCAVATION BELOW SUBGRADE (EBS)	150	\$20.00	61.3	\$1,226.00					61.3	\$1,226.00	40.9%					
A-20	EBS BACKFILL 1 1/4" DENSE	150	\$19.00	122.6	\$2,329.40					122.6	\$2,329.40	81.7%					
A-21	EBS BACKFILL 3" DENSE	150	\$18.00	1351.16	\$22,294.14					1351.16	\$22,294.14	98.3%					
A-22	CRUSHED AGGREGATE BASE COURSE 1 1/4"	1,375	\$16.50	434.21	\$39,513.11					434.21	\$39,513.11	94.4%					
A-23	LOWER LAYER HMA PAVEMENT	460	\$91.00	320.99	\$38,518.80					320.99	\$38,518.80	128.4%					
A-24	UPPER LAYER HMA PAVEMENT	250	\$11,999.90	1	\$11,999.90					1	\$11,999.90	100.0%					
A-25	TRAFFIC CONTROL	3	\$1,250.00	5	\$6,250.00					5	\$6,250.00	166.7%					
A-26	TREE REMOVAL	862	\$11.75	862	\$10,128.50					862	\$10,128.50	100.0%					
A-27	LAWN RESTORATION	9	\$125.00	10	\$1,250.00					10	\$1,250.00	111.1%					
A-28	INLET PROTECTION	815	\$48.00	707	\$33,936.00					707	\$33,936.00	86.7%					
B-1	COMMON EXCAVATION, INCLUDING ASPHALT PAVEMENT REMOVAL	175	\$3.00	198	\$594.00					198	\$594.00	113.1%					
B-2	SAW CUTTING ASPHALT ROADWAY	2	\$1,250.00	2	\$2,500.00					2	\$2,500.00	100.0%					
B-3	SANITARY MANHOLE RING AND CASTING REPLACEMENT	337	\$154.00	336	\$51,744.00					336	\$51,744.00	99.7%					
B-4	12" PVC WATER MAIN	1	\$850.00	1	\$850.00					1	\$850.00	100.0%					
B-5	VALVE ABANDONMENT	173	\$104.00	173	\$17,992.00					173	\$17,992.00	78.6%					
B-6	1 1/4" HDPE WATER SERVICE RELAY	220	\$104.00	1	\$5,600.00					1	\$5,600.00	100.0%					
B-7	12" GATE VALVE	1	\$4,100.00	1	\$4,100.00					1	\$4,100.00	100.0%					
B-8	8" GATE VALVE	309	\$77.50	332	\$25,730.00					332	\$25,730.00	107.4%					
B-9	4" PVC STORM SEWER LATERAL	2,511	\$3.00	2511	\$7,533.00					2624	\$7,872.00	104.5%					
B-10	REMOVE CONCRETE SIDEWALK	3,197	\$9.50	3248.54	\$30,861.13	113	\$339.00			3248.54	\$30,861.13	101.6%					
B-11	4" CONCRETE SIDEWALK	741	\$4.00	778	\$3,112.00					778	\$3,112.00	105.0%					
B-12	REMOVE CURB AND GUTTER	741	\$20.50	776	\$15,908.00					776	\$15,908.00	104.7%					
B-13	30" CURB AND GUTTER TYPE D	369	\$3.50	569	\$1,991.50					569	\$1,991.50	154.2%					
B-14	REMOVE CONCRETE DRIVEWAY APRON	551	\$11.30	763.39	\$8,626.31					763.39	\$8,626.31	138.5%					
B-15	7" CONCRETE DRIVEWAY APRON	125	\$20.00	91.62	\$1,832.40					91.62	\$1,832.40	73.3%					
B-16	EXCAVATION BELOW SUBGRADE (EBS)	125	\$19.00	183.22	\$3,481.18					183.22	\$3,481.18	146.6%					
B-17	EBS BACKFILL 1 1/4" DENSE	125	\$19.00	183.22	\$3,481.18					183.22	\$3,481.18	146.6%					

Unit Price Progress Estimate

Contractor's Application

Project: Chateau Drive and Hickory Lane Reconstruction										Application Number: 4 (FINAL)							
Application Period: 4/9/20 - 11/30/20										Application Date: January 28, 2021							
A					B	C	D	E	F	G	H	I	J				
Bid No.	Item	Description	Estimated Bid Quantity	Unit Price	Previous Applications		Quantity Completed		Materials Stored		Total Completed & Stored to Date (C+E+G)		% Comp.				
					Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount					
A-1		COMMON EXCAVATION, INCLUDING ASPHALT PAVEMENT REMOVAL	1,100	\$58.00	965.28	\$55,986.24					965.28	\$55,986.24	87.8%				
B-18		EBS BACKFILL, 3" DENSE	125	\$18.00	814.13	\$13,433.15					814.13	\$13,433.15	79.4%				
B-19		CRUSHED AGGREGATE BASE COURSE 1 1/4"	1,025	\$16.50	349.47	\$32,780.29					349.47	\$32,780.29	99.8%				
B-20		LOWER LAYER HMA PAVEMENT	350	\$93.80	190	\$23,286.40					190	\$23,286.40	100.0%				
B-21		UPPER LAYER HMA PAVEMENT	190	\$122.56	1	\$11,451.80					1	\$11,451.80	100.0%				
B-22		TRAFFIC CONTROL	1	\$11,451.80	3	\$3,750.00					3	\$3,750.00	100.0%				
B-23		TREE REMOVAL	3	\$1,250.00	920	\$10,810.00					920	\$10,810.00	100.0%				
B-24		LAWN RESTORATION	920	\$11.75	6	\$750.00					6	\$750.00	100.0%				
B-25		INLET PROTECTION	6	\$125.00	13	-\$390.00					13	-\$390.00	100.0%				
CO1		CREDIT - Curb Box Material	13	-\$30.00	2	\$1,000.00					2	\$1,000.00	100.0%				
CO1		Stump Grinding - Hickory	2	\$500.00	5	\$3,000.00					5	\$3,000.00	100.0%				
CO1		Chimney Rebuild - Catch Basins (HDPE Rings provided by Owner)	5	\$600.00	4	\$2,600.00					4	\$2,600.00	100.0%				
CO1		Chimney Rebuild - Storm Manholes (HDPE Rings provided by Owner)	4	\$650.00	1	\$2,950.00					1	\$2,950.00	100.0%				
CO1		12" Yard Drain & Gate w/ Storm Lead - Chateau	1	\$2,950.00	2	\$9,200.00					2	\$9,200.00	100.0%				
CO1		Relocating Sanitary Lateral Comms. To Outside of MH - Chateau	2	\$4,600.00	4	-\$1,200.00					4	-\$1,200.00	100.0%				
CO1		CREDIT - Storm Sewer Lateral Clean-out	4	\$300.00									100.0%				
CO2		DEDUCT: Lawn Restoration	1	\$5,000.00			1	-\$5,000.00			1	-\$5,000.00	100.0%				
TOTAL						\$910,423.57						-\$3,293.00				\$907,130.57	

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: March 9, 2021

1. Claimant's Name: Payne & Dolan, Inc.
Claimant's Address: N173W21120 Northwest Passage Wy, Jackson, WI 53037

2. Property Improved by Contractor's Work (check one):
☒ Street address: Chateau Dr & Hickory Ln, Jackson, WI
☐ Legal description attached.

3. Contractor's Work furnished at the request of:

VILLAGE OF JACKSON

4. Waiver of lien rights is made for (select one):

☐ The following work: Asphalt paving & related work completed on the Village of Jackson
Chateau Drive & Hickory Lane Reconstruction project / P&D #205083

☒ All past Work, including labor, services, material, plans or specifications performed or furnished
at any time by the Contractor at the Property. This is a full waiver of all lien rights.

5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and
material suppliers before disbursement of funds related to the Contractor's above-described Work. If
so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any
portion of the Work being waived:

CONTRACTOR NAME: PAYNE & DOLAN, INC.

By: Jeffrey Batchelor
(signature)

Authorized Agent's Name: Jeffrey Batchelor

(print name of person signing above)

Title: Agent

Address: N173W21120 Northwest Passage Wy, Jackson, WI
53037

Telephone Number: 262-677-5520

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **March 4, 2021**

1. Claimant's Name:
Claimant's Address:
2. Property Improved by Contractor's Work (check one):
☒ Street address: Chateau Dr & Hickory Ln, Jackson, WI
☐ Legal description attached.
3. Contractor's Work furnished at the request of:

VILLAGE OF JACKSON

4. Waiver of lien rights is made for (select one):
☐ The following work: Asphalt paving & related work completed on the Village of Jackson
Chateau Drive & Hickory Lane Reconstruction project / P&D #205083

☒ All past Work, including labor, services, material, plans or specifications performed or furnished
at any time by the Contractor at the Property. This is a full waiver of all lien rights.
5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and
material suppliers before disbursement of funds related to the Contractor's above-described Work. If
so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any
portion of the Work being waived:

CONTRACTOR NAME: DC Burbach, Inc.

By: _____

Authorized Agent's Name: Peter H. Burbach

Title: President

Address: 4228 N 2862 Duplainville Rd. - Waukesha WI

Telephone Number: (262) 547-4337 '53186

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

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material suppliers before disbursement of funds related to the Contractor's above-described Work. If
so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any
portion of the Work being waived:

CONTRACTOR NAME: Highway Landscapers, Inc.

By: Scott Skinkis
(signature)

Authorized Agent's Name: Scott Skinkis
(print name of person signing above)

Title: President

Address: 1900 Bohm Drive Little Chute, WI 54140

Telephone Number: 920-789-1701

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

Conforms with the American Institute of
Architects, AIA Document G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

Bond No 30075650

PROJECT: Chateau Drive and Hickory Lane Reconstruction (Job #205083)
(name, address)

TO (Owner)

VILLAGE OF JACKSON
W194 N16660 Eagle Drive
Jackson WI 53037

ARCHITECT'S PROJECT NO:
CONTRACT FOR:
Chateau Drive and Hickory Lane Reconstruction (Job #205083)
CONTRACT DATE: 8/22/2019

CONTRACTOR: PAYNE & DOLAN, INC.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

WESTERN SURETY COMPANY
151 N. Franklin Street
Chicago IL 60606

, SURETY COMPANY

on bond of (here insert name and address of Contractor)

PAYNE & DOLAN, INC.
N3 W23650 Badinger Road
Waukesha WI 53188

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to (here insert name and address of Owner)

VILLAGE OF JACKSON
W194 N16660 Eagle Drive
Jackson WI 53037

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS, WHEREOF,
the Surety Company has hereunto set its hand this

9th day of March, 2021

Attest: Witness:
(Seal):

Jeff Moore

WESTERN SURETY COMPANY

Surety Company

Brian Krause
Signature of Authorized Representative

Brian Krause
Title

Attorney-in-Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS,
Current Edition

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kelly Cody, Roxanne Jensen, Christopher Hovden, Individually of Green Bay, Wisconsin
Trudy A. Szalewski, Brian Krause, Individually of Milwaukee, Wisconsin**

of Green Bay, WI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of November, 2019.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

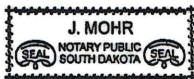
State of South Dakota
County of Minnehaha

} ss

On this 8th day of November, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of March, 2021.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/23/2019

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

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

PRODUCER Aon Risk Services Central, Inc. Green Bay WI Office 111 N. Washington Street, Suite 300 P. O. Box 23004 Green Bay WI 54305-3004 USA		CONTACT NAME: PHONE (A/C. No. Ext): (920) 437-7123 FAX (A/C. No.): (920) 431-6345 E-MAIL ADDRESS:																			
INSURED Payne & Dolan Inc. c/o Jason Garcia PO Box 781 Waukesha WI 53187 USA		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A:</td><td>The Travelers Indemnity Co.</td><td>25658</td></tr><tr><td>INSURER B:</td><td>Travelers Property Cas Co of America</td><td>25674</td></tr><tr><td>INSURER C:</td><td>The Travelers Indemnity Co of CT</td><td>25682</td></tr><tr><td>INSURER D:</td><td>Allied World Assurance Company (US) Inc</td><td>19489</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER A:	The Travelers Indemnity Co.	25658	INSURER B:	Travelers Property Cas Co of America	25674	INSURER C:	The Travelers Indemnity Co of CT	25682	INSURER D:	Allied World Assurance Company (US) Inc	19489	INSURER E:			INSURER F:		
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INSURER E:																					
INSURER F:																					

COVERAGES

CERTIFICATE NUMBER: 570077925360

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			VTC2K-CO-72118454-IND-19 General Liability	03/01/2019	03/01/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000
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GENERAL AGGREGATE	\$2,000,000																		
PRODUCTS - COMP/OP AGG	\$2,000,000																		
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			VTC2K-CAP-3049P020-IND-19 Automobile	03/01/2019	03/01/2020	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
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BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000			VTSMJ-CUP-6J773169-TIL-19 Umbrella	03/01/2019	03/01/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$10,000,000</td></tr></table>	EACH OCCURRENCE	\$10,000,000	AGGREGATE	\$10,000,000								
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AGGREGATE	\$10,000,000																		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-3L596342-19-25-R Workers Compensation - WI UB-4L04638A-19-25-K Workers Compensation - oth	03/01/2019	03/01/2020	<table border="1"><tr><td>☒ PER STATUTE</td><td>☐ OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	☒ PER STATUTE	☐ OTH-ER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000				
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E.L. DISEASE-EA EMPLOYEE	\$1,000,000																		
E.L. DISEASE-POLICY LIMIT	\$1,000,000																		
D	Env Contr Poll			0310-1869 CONTRACTOR'S POLLUTION LI	06/22/2019	06/22/2022	<table border="1"><tr><td>Pollution Limit</td><td>\$1,000,000</td></tr></table>	Pollution Limit	\$1,000,000										
Pollution Limit	\$1,000,000																		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 205083 - V/O JACKSON 2019 CHATEAU DR. VILLAGE OF JACKSON IS AN ADDITIONAL INSURED ON THE COMMERCIAL GENERAL LIABILITY POLICY PER THE TRAVELERS ADDITIONAL INSURED ENDORSEMENT #CG D3 61 03 05 AND CG 20 37 07 04 AND ON THE AUTOMOBILE, UMBRELLA AND POLLUTION LIABILITY POLICIES ON A PRIMARY AND NON-CONTRIBUTORY BASIS, IF REQUIRED BY CONTRACT, AND TO THE EXTENT CAUSED BY THE NEGLIGENCE ACTS OR OMISSIONS OF THE NAMED INSURED. THE LIMIT OF LIABILITY COVERAGE WILL BE PER CONTRACT OR AS SHOWN ON THE COI, WHICHEVER IS LESS. ENDORSED POLICIES WILL INCLUDE A 30 DAY NOTICE OF CANCELLATION/NONRENEWAL FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, PROVIDED TO THOSE PARTIES INDICATED IN THE WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

VILLAGE OF JACKSON W194N16660 EAGLE DRIVE JACKSON WI 53037 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
--	---

Holder Identifier :

Certificate No : 570077925360

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

VILLAGE OF JACKSON

Location of Covered Operations:

RE: 205083 - V/O JACKSON 2019 CHATEAU DR

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
VILLAGE OF JACKSON	RE: 205083 - V/O JACKSON 2019 CHATEAU DR
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Memo

To: Brian Kober
From: Jeff Kreutzinger
CC: Jeff Deitsch
Date: 4/13/2021
Re: Well #4 inspection

I have received 3 bids to remove and inspect well #4

<u>Contactor</u>	<u>Quote</u>	<u>Supplementary item – video survey</u>
Water Well Solutions	\$16850.00	\$850.00
CTW Corporation	\$18700.00	\$1200.00
Municipal Well and Pump	\$17830.00	\$1125.00

I would like to propose that we except the low bid of \$16850.00 from Water Well Solutions. I have been working with WWS for over 20+ years and they have always done very acceptable work for me. I know that CTW and Municipal Well and Pump are both reparable company's and would do fine work, I'd just be more comfortable working with people I'm comfortable with.

Jeff Kreutzinger

Water Utility Supervisor



April 13, 2021

Jackson Water Department
N168 W20733 Main Street
Jackson, WI 53037
Attn: Jeff Kreutzinger

Re: Well #4 Pump removal / inspection

Dear Jeff,

Per your request, we are providing a proposal for the removal & inspection of the deep well pumping equipment at your Well #4 municipal pump station. The information you have provided indicates that the pump is an open line-shaft turbine set to 320ft depth on 10" x 1 11/16" column.

Requested procedure along with the associated costs:

- Mobilize to site and perform brief performance test for baseline info.
- Removal of the vertical turbine pumping equipment.
- Load components onto our trailer and transport them back to our facility for teardown and inspection.
- Rebuild stuffing box
- Remove and replace all rubber line shaft bearings
- Disassemble, clean and inspect bowl assembly. Measure and verify proper tolerances
- Return to site and brush well casing / bail fill
- Chlorinate per applicable codes
- Perform complete re-installation of pump assembly w/ new airline assy
- Collect bacti sample
- Clean up and demobilize from site
- Provide updated installation report

Lump Sum \$16,850.00

Upon completion of our initial inspection a secondary proposal will be provided to the village outlining any additional recommended repairs along with associated costs.

Approved repairs to be performed at our standard labor rates.

During our on-site meeting, we had discussed rig setup and the ability for our crew to safely remove/install the pump. It is our understanding that your crews will provide any temporary lane closure required for us to set up and work safely in front of the building.

Should questions or comments arise regarding our proposal, please feel free to contact our office at your convenience. We greatly appreciate this opportunity to submit a proposal and we look forward to hearing from you soon.

Most Sincerely,
Water Well Solutions

Peter Bennin

Peter Bennin
Senior Project Manager

N87W36051 Mapleton Street, Oconomowoc, WI 53066
Cell: (262) 269-8755 | **Office:** (920) 474-4777 | **Fax:** (920) 474-4771
Email: peter.bennin@wwssg.com | **Web:** www.wwssg.com



March 29, 2021

Jeff Kreutzinger- via email
Village of Jackson

RE: Well #4 Routine Maintenance

Dear Mr. Kreutzinger:

Thank you for the opportunity to provide a quote for performing routine maintenance on the well pump at Well #4. Based on our records, the pump is an American Turbine 12H150, 6 stage, set on 10" column pipe to a depth of 320 feet.

CTW proposes to complete the following work:

- Obtain WDNR approval to complete brushing and bailing of the well
- Mobilize to the site and remove the motor and pump
- Provide a written summary of the condition of the pumping system components including any recommended work
- Brush the well casing and bail any removed sediment from the bottom of the well
- Rebuild the existing pump bowl assembly
- Install new lineshaft bearings
- Rebuild the stuffing box and install a new polyethylene airline
- Return to the site, install the pump and new airline, disinfect the well, start up and flush to waste, take bacteriological sample, and conduct start-up testing

The cost to perform the above work is \$18,700.

Additional items that you may want/need to have completed as part of the project that are being provided for budgeting purposes:

- While the pump is out of the well, televising can be completed for an additional \$1,200. We would provide the Village with a copy of the televising on USB for your use after completion of the work.
- If any of the 10" column pipe is found to be in poor condition and can't be reused, the cost per 10' length is \$685 and the cost per 5' length is \$510.
- If any of the 1-11/16" stainless steel lineshaft is found to be in poor condition and can't be reused, the cost per 10' length is \$405 and the cost per 5' length is \$285.
- We recommend that motors be evaluated at least once every 20,000 hours of runtime by the motor shop. To have it evaluated, the cost is \$750. We can provide a quote for any recommended work after the evaluation is completed.

If you have any questions regarding this proposal or would like us to get the work on our schedule, please contact me at sarah.nunn@ctwcorporation.com or (414)308-0024.

Sincerely,

Sarah J. Nunn, PE

Sarah Nunn, PE
Operations Manager



April 12, 2021

Village of Jackson
Attn: Jeff Kreutzinger
Water Utility, Supt
Jackson, WI. 53037

Re: Well #4 Inspection

Jeff,

We're writing to provide our proposal to remove and inspect the subject pumping unit. The work scope is detailed as follows:

Well #4 Inspection:

- Mobilize service crew and equipment
- Set up pump service equipment, disconnect pumping unit following a short pre-pull performance test for base-line record
- Remove the 320' set turbine pumping unit
- Disassemble pump bowls for inspection, provide report of all pump equipment & recommendation
- Remove and replace shaft bearings, replace airlines(dual)
- Rebuild stuffing box, including bearing replacement, re-pack/grease
- Return well to service following any applicable authorized repairs(TBD), disinfection, sampling, vibration testing, clean-up, demob of crew and equipment, update pump records, file reports

Total removal/inspection and re-install services above\$ 17,830

Supplementary Item(s):

- Provide video well survey, if applicable.....\$ 1125

Service crews are readily available for service scheduling to meet your needs. If after your review you should have any questions, please feel free to contact our office for discussion. We appreciate the opportunity in presenting this proposal and trust it meets your request.

Respectfully,

Municipal Well and Pump

Tracy Greenfield

Tracy Greenfield
Sr Project Mgr/VP

1212 Storbeck Drive, P.O. Box 311, Waupun, WI 53963
Office: 920-324-3400 – Toll-Free: 800-383-7412 – Fax: 920-324-3431 - IL: 847-541-8816
www.municipalwellandpump.com

RESOLUTION #21-10

PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POLICE POWERS, UNDER SECTION 66.0703 OF THE WISCONSIN STATUTES

WHEREAS, the Village Board of the Village of Jackson, Washington County, Wisconsin is pursuing the construction and reconstruction of public improvements consisting of water and sanitary sewer mains; storm sewers; pavement; curb and gutter; and sidewalks and the related improvements and expenses for the benefit of the properties described on Exhibit A hereto.

BE IT RESOLVED, by the Village Board of the Village of Jackson, Washington County, Wisconsin:

1. The Village Board hereby declares its intention to exercise its police power under Section 66.0703 of the Wisconsin Statutes to levy special assessments upon the properties described in Exhibit A hereto, for special benefits conferred upon such property by the construction of public improvements consisting of water and sanitary sewer mains; storm sewers; pavement; curb and gutter; and sidewalks and the related improvements and expenses.
2. The Village Board hereby determines that the construction of such improvements is in the best interest of, and for the health and welfare of the municipality and the property benefited by the improvements, and therefore constitutes an exercise of the police power.
3. The amount of such assessments shall be determined and levied upon completion of the construction of public improvements consisting of water and sanitary sewer mains; storm sewers; pavement; curb and gutter; and sidewalks and the related improvements and expenses.
4. The number of installments, rate of interest, and the terms of payment will be included in the Final Resolution after the Public Hearing; which will be held upon completion of the project, when final costs have been determined.
5. Every Special Assessment levied under this Resolution, shall be a lien against the property assessed, from the date of the Final Resolution of the Village Board determining the levy.
6. The Village Engineer shall prepare a report consisting of the following:
 - a. Preliminary of the final plans and specifications for the Public Works.

- b. An estimate of the entire cost of the proposed improvements.
 - c. A schedule of the proposed properties against which the assessments are to benefit.
 - d. A statement that each property against which the assessments are proposed, has been inspected and is benefited, setting forth the basis of such benefit.
 - e. Upon completion of the report, the Village Engineer shall file a copy with the Village Clerk, and with the Village Treasurer.
7. The Village Clerk shall make a copy of the report available for public inspection.

Introduced by: _____ Seconded by: _____

Vote: ____ ayes ____ nays Passed and Approved: _____

Michael E. Schwab - Village President

Attest: _____
Jilline S. Dobratz - Village Clerk

Proof of Posting:

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

Village Official

Date

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
"LAUREL SPRINGS ADDITION NO. 1"

LEGAL DESCRIPTION:

Being a redivision of Lots 9-46, Lots 60-68, Outlots 1-4, and Discontinued Roads by Resolution Doc. No. 19-13, dated June 11, 2019, of "Laurel Springs" Subdivision, being a part of the Northeast 1/4 of the Northeast 1/4 of Section 18, Town 10 North, Range 20 East, in the Village of Jackson, Washington County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northeast corner of the said Section 18; Thence North 88°54'08" West and along the North line of the said Northeast 1 /4 Section and the centerline of "Cedar Creek Road", 40.02 feet to a point; Thence South 00°46'47" East, 40.02 feet to a point where the North Right-of-Way line of said "Cedar Creek Road" meets the West Right-of-Way line of "Jackson Drive", said point being the place of beginning of lands hereinafter described;

Continuing thence South 00°46'47" East and along the said West Right-of Way line being parallel to and at a right angle distance of 40.00 feet from the East line of the said Northeast 1/4 Section, 1115.14 feet to a point; Thence North 50°34'03" West and along the Northeast line of Lot 3 of said "Laurel Springs" Subdivision, 167.79 feet to a point; Thence South 74°33'32" West and along the North line of Lot 4 of said "Laurel Springs" Subdivision, 168.94 feet to a point; Thence North 84°38'36" West and along the North line of Lot 5 of said "Laurel Springs" Subdivision, 75.77 feet to a point; Thence South 77°05'22" West and along the North line of Lot 8 of said "Laurel Springs" Subdivision, 169.39 feet to a point on the East Right-of-Way line of "Crestview Drive"; Thence North 12°54'38" West and along the said East Right-of-Way line, 3.10 feet to a point of curvature; Thence Northwesterly 87.18 feet along the said East Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 317.00 feet, whose central angle is 15°45'26", and whose chord bears North 05°01'55" East, 86.91 feet to a point; Thence North 87°09'13" West and along the North line of Lot 47 of said "Laurel Springs" Subdivision and the Easterly extension thereof, 177.59 feet to a point; Thence North 57°37'23" West and along the Northeasterly line of Lot 49 of said "Laurel Springs" Subdivision, 172.37 feet to a point; Thence South 84°26'51" West and along the North line of Lot 50 of said "Laurel Springs" Subdivision, 184.51 feet to a point on the East Right-of-Way line of the "Fox Valley & Western Railroad"; Thence North 00°17'24" West and along the said East Railroad Right-of-Way line, 665.10 feet to a point; Thence South 88°54'08" East and along the South line of Unplatted Lands, 223.59 feet to a point; Thence North 00°16'25" West and along the East line of said Unplatted Lands, 266.15 feet to a point on the said South Right-of-Way line of "Cedar Creek Road"; Thence South 88°54'08" East and along the said South Right-of-Way line being parallel to and at a right angle distance of 40.00 feet from the said North line of the said Northeast 1/4 Section, 813.96 feet to the point of beginning of this description.

Said Parcel contains 992,017 Square Feet (or 22.7736 Acres) of land, more or less.



EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
"LAUREL SPRINGS ADDITION NO. 1"

LEGAL DESCRIPTION:

Lots 100 through 145 and Outlots 5 through 9 of "Laurel Springs Addition No. 1", recorded in the Office of the Register of Deeds for Washington County on September 17, 2019, in Map Book 50, at Pages 45 through 47 inclusive, as Document No. 1480010. being Subdivision of a part of the Northeast 1/4 of the Northeast 1/4 of Section 18, Town 10 North, Range 20 East, in the Village of Jackson, Washington County, Wisconsin.



DEVELOPMENT AGREEMENT

Document Number

Document Title

Recording Area

Name and Return Address

Jennifer L. Keller
Village of Jackson
PO Box 637
Jackson, WI 53037

Parcel Identification Number (PIN)

VILLAGE OF JACKSON

By: Jennifer L. Keller
Jennifer L. Keller, Administrator

STATE OF WISCONSIN)

) ss.

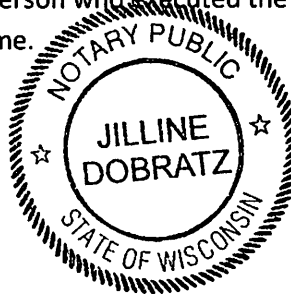
COUNTY OF WASHINGTON)

Personally came before me this 11 day of March 2021, the above
named Jennifer Keller, to me known to be the person who executed the
foregoing instrument and acknowledges the same.

Jilline Dobratz

Notary Public, State of Wisconsin

My commission: May 21, 2023



THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this 11th day of June, 2019, by and between Bielinski Homes, Inc. ("Developer"), and the Village of Jackson, a municipal corporation of the State of Wisconsin, located in Washington County, ("Village").

WHEREAS, the Developer is the owner of 22.77 acres which has been zoned and approved for single-family development in the Village of Jackson, Washington County, Wisconsin, as follows:

**LAUREL SPRINGS Addition No. 1
See EXHIBIT "A" Attached Hereto
for legal description**

WHEREAS, the Developer has completed Laurel Springs Phase I per the Development Agreement dated July 10, 2007; and

WHEREAS, the Village Board has approved the plan for the development of the property ("Plan") on the condition that Developer enter into an Agreement with the Village relative to the manner and method by which the Plan will be developed in accordance with the Village of Jackson Municipal Code; and

WHEREAS, the parties agree that Developer shall be responsible for installing the public improvements on the site, as outlined below, but that all remaining improvements, including structures, private roadways, and private landscaping shall become the responsibility of the builder(s) who is developing the real property that is the subject of this Agreement;

NOW, THEREFORE, in consideration of the approval by the Village of the Plan prior to the completion and installation of all required improvements, it is agreed as follows:

SECTION I. IMPROVEMENTS

A. Phasing The public improvements within the project shall be completed in Phase 1 in accordance with the plan attached hereto (see Exhibit "B").

B. Streets

1. Developer shall complete the re-construction of Jackson Drive and Cedar Creek Road in accordance with **Exhibit B** by December 31, 2019, and the construction of Hidden Creek Road and Laurel Springs Circle, except the final course of asphalt, including underground utilities prior to issuance of building permits within the site, other than the building permits for the model homes referred to in Section IV, D.3.

2. The second course of asphalt shall be installed no earlier than 12 months and no later than 24 months following the installation of the first course of asphalt, or as directed by the Village Engineer.

C. Sanitary Sewer

1. Developer shall furnish, construct, and install sanitary sewer system in accordance with the design plans prepared by Trio Engineering and as approved by the Village Engineer.
2. All sanitary sewer main and lateral construction shall be done in accordance with standard specifications of the Village and shall be completed prior to the application of the first lift of asphalt street paving.
3. Developer or subsequent builders are responsible for connecting sanitary sewer laterals to the sanitary sewer system.
4. Sanitary sewer connections shall be determined to occur at the time each building permit is issued and shall be paid according to the connection fee in effect at the time each building permit is issued, by the builder requesting each permit.

D. Water Distribution

1. Developer shall furnish, construct and install water mains in accordance with the design plans prepared by Trio Engineering and as approved by the Village. If a water main in excess of 12 inches is required, the Village is responsible for the cost of oversizing. Costs shall be paid within 45 days of receiving a detailed billing from Developer.
2. All water main and service lateral construction by Developer shall be done in accordance with standard specifications of the Village and shall be completed prior to the application of the first lift of asphalt street paving.
3. Water connection charges shall be determined at the time each building permit is issued and shall be paid by the builder requesting the connection according to the connection/impact fee in effect at the time each building permit issued.
4. The Developer shall cooperate with the Village in the extension of the water main for the use of the general public from the eastern boundary of Developer's site to the east right of way line of the Canadian National railroad tracks.

E. Storm Sewer

1. Developer shall furnish, construct, and install surface/storm water system in accordance with the design plans prepared by Trio Engineering and as approved by the Village Engineer.
2. All storm water system construction shall be done in accordance with Village standards and shall be completed prior to the application of the first lift of asphalt street paving.

F. Bicycle/Pedestrian Path

Developer shall cause to be installed a 10-foot wide bicycle/pedestrian path along the western edge of Jackson Drive at Developer's expense, constructed with a gravel base and asphalt surface as per plans approved by the Village Engineer.

G. Sidewalks

Developer agrees to construct and install sidewalks on both sides of the streets as per the approved Engineering plans in accordance with the standard specifications of the Village.

H. Erosion Control Plan

Developer shall comply with the erosion control plan prepared by Trio Engineering, which conforms to the provisions of the Village of Jackson Municipal Code.

I. Grading Plan

The site shall be graded in conformity with Developer's grading plan as approved by the Village Engineer. Following completion of all public improvements, Developer shall provide the Village with an as-built grading plan.

J. Landscaping

Developer shall comply with the landscaping plan, which is to be submitted to and approved by the Village.

K. Completion Date

All public improvements on the site for which a completion date is not otherwise specified, other than the final lift of asphalt paving, shall be completed prior to the issuance of building permits, other than for the model homes referred to in Section IV.D.2., as per Village Code.

L. Installation of Improvements

Following the completion date set forth in the preceding paragraph, the Village may replace, repair, or construct, or arrange for the replacement, repair, or construction, of any public improvements not installed by Developer, in accordance with this Agreement and the Village's standard specifications. Prior to proceeding with such replacement, repair, or construction, the Village shall give Developer notice of any deficiency in Developer's performance and allow not less than 30 days for Developer to correct such deficiency. Developer shall reimburse the Village for its costs in connection with such replacement, repair, or construction.

M. Signs

Developer may apply for and place its temporary promotional signs on Developer's property, if approved by the Village, until the models are sold.

N. Street Lamps

Developer agrees to pay the cost of the installation of the street lamps and the restoration required due to the installation of underground wiring per the Village developed plan. The Village of Jackson will select and design the type and location of the street lamps used for the Subdivision. The Village of Jackson will hire a contractor for the installation. The Street Lamps will be owned and maintained by the Village of Jackson.

SECTION II. APPROVAL AND TRANSFER OF IMPROVEMENTS

A. Inspection

All utility construction shall be inspected and tested by the Village Engineer or a consultant retained by him to assure that it complies with all construction and improvement requirements of the Village. Before any sureties are released to Developer, the Village Engineer shall report the satisfactory completion and recommend acceptance of all improvements to the Board of Public Works and Village Board. The Village Engineer shall review any written requests from Developer and respond in writing within 30 days of receiving said letter indicating acceptance or reasons for denial of acceptance of said improvements. Developer shall pay the actual cost of such inspections as required by Section 38.14(f) of the Village of Jackson Municipal Code (see Exhibit "C").

B. As-Builts

After completion of all public improvements within the site, and prior to final acceptance of said improvements by the Village, Developer shall prepare and present as-built documents in accordance with Section 38-209 of the Village of Jackson Municipal Code. As-builts shall be submitted on electronic media compatible with the Village's CAD system software, in addition to providing a reproducible medium to the Village Engineer.

C. Dedication

Subject to all of the other provisions of this Agreement and the exhibits hereto attached, Developer shall, upon completion of all of the above described public improvements, unconditionally, and without charge to the Village, grant, convey, and fully dedicate the same to the Village, its successors and assigns forever, free and clear of all encumbrances whatsoever; together with (without limitation because of enumeration) all land, structures, mains, conduits, pipes, lines, plant machinery, equipment, and appurtenances which may in any way be a part of or pertain to such improvements, together with any and all necessary easements for access thereto.

D. Acceptance

Following completion and dedication of the improvements and upon written request by Developer, the Village shall report inspection and completion of the improvements to the next scheduled meetings of the Board of Public Works and Village Board. The Village shall thereupon accept such improvements in accordance with Section 15.05 of the Village of Jackson Municipal Code. The Village shall thereafter have the right to connect or integrate other utility facilities with the facilities provided hereunder without payment or award to, or consent required of, Developer. The Village Clerk shall provide Developer with a certified copy of the Village Board Resolutions accepting improvements hereunder which Developer may record to evidence compliance with this Agreement.

E. Street and Bicycle/Pedestrian Path Grades

Prior to construction, the Village shall establish the grade of all streets and bicycle/pedestrian path in accordance with Section 36-26 of the Village of Jackson Municipal Code, and as approved by the Village Engineer.

F. Improvement Guarantee

Developer agrees to guarantee all improvements installed by it against defects in materials or workmanship which appear within a period of one year from the date of acceptance by the Village as herein provided and shall pay for any damages resulting therefrom to Village property.

G. Title Evidence

Prior to recording of the Final Plat, Developer shall provide the Village with title evidence acceptable to the Village showing that upon recording, the Village shall have good, indefeasible title to all interests in land dedicated or conveyed to the Village by the Plat, this Agreement, or other instruments required by this Agreement.

H. As-Built Alterations or Repairs

If the public improvements as installed by Developer, even if in accordance with the approved plans, do not function or perform properly in the field as determined by the Village Engineer within the 1-year guarantee period, Developer shall, at its expense, make such repairs or alterations as required by Village Engineer. If Developer fails to make such alterations or repairs as reported during the 1-year guarantee period, the Village will make the same and charge Developer and/or draw on Developer's letter of credit.

SECTION III. FINANCIAL GUARANTEE

A. Letter of Credit

Prior to the commencement of any public improvements, Developer shall provide to the Village a formal letter of credit issued pursuant to Wisconsin Statutes which shall assure the faithful performance of Developer's obligations under this Agreement as itemized in **Exhibit D**, attached hereto and incorporated herein by reference. The amount of the letter of credit shall be 115% of the amount of the estimated total of the contracts for the installation of public improvements as approved by the Village Engineer. The amount of the letter of credit may be reduced from time to time by the Village Administrator in amounts equal to the value of improvements, which have been installed, completed, and accepted by the Village. The letter of credit shall be payable to the Village and shall be conditioned upon and guarantee to the Village the performance by Developer of its obligations under this Agreement. The letter of credit shall be approved as to form by the Village Attorney.

B. Preservation of Assessment Rights

In the event of a default by Developer under this agreement, and in addition to other remedies provided to the Village by this Agreement, the Village shall have the right without notice or hearing, to impose special assessments for any amount to which the Village is entitled by virtue of this Agreement. This provision constitutes Developer's consent to the installation by the Village of all public improvements required by this Agreement and constitutes Developer's waiver of notice and consent to all special assessment proceedings as described in Sec. 66.0701, Wis. Stats. In addition, if any of the common areas within the site are not maintained by the homeowner's association created by Developer in a manner acceptable to the Village, the Village shall have the authority to provide the maintenance and charge the proportionate costs thereof against each unit within the Development as a special assessment or special charge pursuant to Section 66.0701 Wis. Stats.

C. Remedies Not Exclusive

The remedies provided in this section are not exclusive. The Village may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.

SECTION IV. PERMITS AND FEES

A. Park Fees

Developer agrees the park impact fees shall be paid according to the connection/impact fee in effect at the time each building permit is issued and shall be paid at the time of building permit issuance, by the builder making the permit application.

B. Police and Fire Impact Fees

Developer agrees the Police and Fire impact fees shall be paid according to the impact fee in effect at the time each building permit is issued and shall be paid at the time of building permit issuance, by the builder making the permit application.

C. Washington County Special Assessment

Developer agrees the Washington County Special for sewer and water shall be paid according to the assessment in effect at the time each building permit is issued and shall be paid at the time of building permit issuance, by the builder making the permit application.

D. Building Permits

1. Laurel Springs is zoned PUD-Residential with the minimum requirements of the R-5 zoning. Homes will have the minimum setback requirements:

- Road Setback = 25' on local streets
- Rear Yard = 25'
- Side Yard = 8'

2. Building permits within the site, other than building permits for model homes pursuant to subsection 2 below, will not be issued by the Village for residential construction until Developer has installed, and the Village has accepted, all improvements within the phase, except the final course of asphalt.

3. Notwithstanding anything contained herein to the contrary, Developer is authorized to receive up to **three** early issue building permits to facilitate model home construction. All such homes shall be initially planned for model home use. The model homes may not be occupied for residential living purposes until Developer has installed, and the Village has accepted, all public improvements within the phase, except the final course of asphalt. The model homes may continue as model homes until sold.

E. Developer's Responsibility for Work

The Work within the site shall be under the charge and care of Developer until the public improvements serving the site have been accepted by the Village.

F. Insurance Requirements

General Developer shall obtain insurance acceptable to the Village as required under this section. Developer shall maintain all required insurance under this section until improvements have been accepted and during any subsequent period in which Developer does work under this Agreement pursuant to the improvement guarantee or otherwise.

Certificates of Insurance Where the Village does not specify other limits for liability insurance, the minimum limits of liability shall be as follows:

Employer's Liability (if applicable)	\$100,000.00 per occurrence
Comprehensive Motor Vehicle Liability, Bodily Injury and Property Damage combined (if applicable)	\$1,500,000.00 per accident
Comprehensive General Liability	
Bodily Injury	\$1,500,000.00 per accident
Property Damage Combine	\$1,000,000.00 aggregate

Developer may furnish coverage for bodily injury and property damage for Comprehensive Motor Vehicle Liability and Comprehensive General Liability through the use of primary liability policies or in a combination with an umbrella excess third party liability.

SECTION V. LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY

A. Laws to be Observed

Developer shall at all times observe and comply with all federal, state, and local laws, regulations, and ordinances which are in effect or which may be placed in effect, which may affect the conduct of the work to be accomplished under this Agreement ("Work"). Developer shall indemnify and save harmless, the Village and all its agents, officers, and employees,

against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether by himself or his agents, employees, or contractors. Developer shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the work to be completed under this Agreement.

B. Public Protection and Safety

Developer shall be responsible for all damage, bodily injury, or death arising out of the Work, whether from maintaining an “attractive nuisance” or otherwise. Where apparent or potential hazards occur, incident to his conduct of the Work, Developer shall provide other reasonable safeguards.

Owner’s Protective Liability (Independent Contractor Insurance):

The liability limits shall be the same as those of the Comprehensive General Liability Policy.

Insurance required under this Agreement shall be carried with an insurer authorized to do business in Wisconsin by the Wisconsin State Insurance Department. The Village reserves the right to disapprove any insurance company.

E. Indemnification

Developer shall indemnify and hold harmless the Village, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney’s fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part, by any negligent act or omission of Developer, his Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; provided, however, that such indemnification shall not extend to directions by the Village of its employees to perform acts if the acts are performed in accordance with such direction. A claim for indemnification under this section shall be conditioned upon the Village giving to Developer, within five business days of receiving the same, written notice of any claim made against the Village which indemnification is sought, and if requested to do so by Developer’s insurance carrier, the Village shall tender the defense of such claim to Developer’s insurance carrier. In any and all claims against the Village, its officers, agents, and employees, by any employee of Developer, his Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer, the Contractor, or any Subcontractor under Workers’ Compensation Acts, disability benefit acts, or other employee benefits acts.

F. Personal Liability of Public Officials

In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the Village officers, agents, or employees, it being understood and agreed that in such matters they act as agents and representatives of the Village.

SECTION VI. REIMBURSEMENT OF WATER MAIN EXTENSIONS

A. Jackson Drive

It is agreed and understood by the parties that the Village of Jackson is requesting Developer to install water main within the reconstructed Jackson Drive during Addition No. 1 of the Laurel Springs Development. The east side of Jackson Drive right of way is currently located within the Town of Jackson. It is agreed by the Village that the public improvements being installed by Developer will serve and benefit the Village of Jackson, as well as future development within the area. Therefore, the parties agree that after installation of the water main extended by Developer, and the acceptance of the dedication of the water main within Jackson Drive by the Village, the Village shall reimburse Developer for the improvements associated with said extension. Said improvements shall include, but not be limited to, all costs of grading, paving, water extension, water laterals, engineering, and legal fees, surveying fees, or any other fees associated with the installation of the water main within Jackson Drive. Costs shall be paid to Developer within 30 days of acceptance of the dedication of water main and receipt of detailed billings regarding said improvement (see Exhibit "E").

B. Industrial Park Water Connection

It is agreed and understood by the parties that the Village of Jackson, as the Jackson Water Utility is requesting Developer to install water main from Northwest Business Park, being on the west side of the railroad tracks, to the Laurel Springs Subdivision. It is agreed by the Village that the public improvements being installed by Developer will serve and benefit the Village of Jackson, as well as future development within the area. Therefore, the parties agree that Developer shall assume the cost of all water supply facilities within the proposed subdivision, except for the added cost of installing water mains greater than twelve (12) inches in diameter, which are necessary to serve areas lying outside the proposed development. The Jackson Water Utility is responsible for the difference in cost between a 12-inch pipe and a 16-inch pipe. Costs shall be paid to Developer within 30 days of acceptance of the dedication of water main and receipt of detailed billings regarding said improvement, as in Exhibit E.

C. Cedar Creek Road

It is agreed and understood by the parties that the Village of Jackson, as the Jackson Water Utility, is requesting Developer to install a 12" water main on the north side of Cedar Creek Road from Jackson Drive to the proposed Crestview Drive. It is agreed by the Village that the public improvements being installed by Developer will serve and benefit the Village of Jackson, as well as future development within the area. Therefore, the parties agree that after the installation of the water main along the north side of Cedar Creek Road by Developer, and the acceptance of the water main by the Village, the Village shall reimburse Developer for the

improvements associated with said water main, except for improvements installed on adjacent lands owned by Developer. Said improvements shall include, but not be limited to, all costs of grading, boring, water extension, road crossing, asphalt patching, utility adjustments or relocations, engineering and legal fees, surveying fees, permit fees, or any other fees associated with the water main installation. Costs shall be paid to Developer within 30 days of acceptance of the dedication of water main and receipt of detailed billings regarding said improvement, as in Exhibit E.

SECTION VII. MISCELLANEOUS PROVISIONS

A. Survey Monuments

Developer has certified that all survey or other monuments required by statute or ordinance will be properly placed and installed. Any monuments disturbed during construction of improvements shall be restored by Developer.

B. Zoning

The Village does not guarantee or warrant that the lands subject to this Agreement will not at some later date be rezoned, nor does the Village agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this Agreement.

C. Indemnification for Environmental Contamination

Developer shall indemnify, defend, and hold the Village and its officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the Village by, under, pursuant to, or in connection with the Plat or this agreement (including, but not limited to, street right of way and park land) of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of all improvements. Without limiting the generality of the foregoing, the indemnification by Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether in the soil, groundwater, air, or any other receptor.

The Village agrees that it will immediately notify Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the real property. The Village also agrees that following notification to Developer that contamination may exist, the Village shall make all reasonable accommodations to allow Developer to examine the real property and conduct such clean-up operations as may be required by appropriate local, state, or federal agencies to comply with applicable laws.

D. Easements

All water, sanitary sewer, storm water drainage, and utility easements dedicated to the Village on the Plat grant the Village the right to construct, install, maintain, inspect, repair, and replace the designated improvements in, on, over or under the easement or permit others to do so. No use of the property shall be made which interferes with the Village rights. The Village's only obligation to restore the property after any use by the Village shall be to grade the soil, replace topsoil, and plant grass seed.

E. Trash Container

A standard Village trash container and recycling bin will be provided by the Village at the time the Certificate of Occupancy is issued for each residential unit contracted for trash and recycling pickup.

F. Pond and Common Areas

Detention ponds as approved by the Village for this development shall be transferred to a homeowner's association created by Developer. Developer shall maintain the detention pond and the common areas until they are transferred to the homeowner's association. Upon transfer to the homeowner's association, the homeowner's association shall be responsible for maintaining the pond and the common areas. The Village shall be a party entitled to enforce the obligations of all members of the homeowner's association.

G. Exhibits

- "A" Legal Description of Property
- "B" Site Plan / Phasing Plan
- "C" Section 38-14 of Municipal Code
- "D" Itemization of Letter of Credit (updated 05/06/2019)
- "E" Other Improvements Village to Reimburse Developer (updated 05/29/2019)

SECTION VII. APPROVAL

The Village shall, contemporaneously, with the approval of this Agreement, approve the Plat and cause the same to be signed and endorsed by the appropriate officers. Developer shall thereupon provide the Village with a conformed mylar copy of the Plat in accordance with Section 38-85 of the Village of Jackson Municipal Code.

SECTION VIII. AMENDMENTS

The Village and Developer may, by mutual consent, amend this Developer's Agreement.

SECTION IX. BINDING EFFECT

Developer warrants that it is the owner of all property described in **Exhibit A** and has full right and authority to make this Agreement. This Agreement and the grants, consents, and waivers contained herein shall run with the land and be binding upon Developer and its successors and assigns including all individual lot owners within the plat.

BIELINSKI HOMES, INC.

Dated: June 4, 2019

By: [Signature]

Frank Bielinski, Vice President

Subscribed and sworn to before me

on: June 4, 2019, 2019

Timothy J. Voeller

Notary Public – State of Wisconsin (print name)

[Signature]

Notary signature

My commission expires: is permanent

VILLAGE OF JACKSON

Dated: June 11, 2019

By: [Signature]

Michael E. Schwab, Village President

Subscribed and sworn to before me

on: June 11, 2019

Jilline Dobratz

Notary Public – State of Wisconsin (print name)

[Signature]

Notary signature

My commission expires: May 23, 2023



Drafted by: John Walther

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
"LAUREL SPRINGS ADDITION NO. 1"

LEGAL DESCRIPTION:

Lots 100 through 145 and Outlots 5 through 9 of "Laurel Springs Addition No. 1", recorded in the Office of the Register of Deeds for Washington County on September 17, 2019, in Map Book 50, at Pages 45 through 47 inclusive, as Document No. 1480010. being Subdivision of a part of the Northeast 1/4 of the Northeast 1/4 of Section 18, Town 10 North, Range 20 East, in the Village of Jackson, Washington County, Wisconsin.



EXHIBIT B

LAUREL SPRINGS ADDITION NO. 1

BEING A SUBDIVISION OF LOTS 9-14, LOTS 15-18, LOTS 19-22, LOTS 23-26, LOTS 27-30, LOTS 31-34, LOTS 35-38, LOTS 39-42, LOTS 43-46, LOTS 47-50, LOTS 51-54, LOTS 55-58, LOTS 59-62, LOTS 63-66, LOTS 67-70, LOTS 71-74, LOTS 75-78, LOTS 79-82, LOTS 83-86, LOTS 87-90, LOTS 91-94, LOTS 95-98, LOTS 99-102, LOTS 103-106, LOTS 107-110, LOTS 111-114, LOTS 115-118, LOTS 119-122, LOTS 123-126, LOTS 127-130, LOTS 131-134, LOTS 135-138, LOTS 139-142, LOTS 143-146, LOTS 147-150, LOTS 151-154, LOTS 155-158, LOTS 159-162, LOTS 163-166, LOTS 167-170, LOTS 171-174, LOTS 175-178, LOTS 179-182, LOTS 183-186, LOTS 187-190, LOTS 191-194, LOTS 195-198, LOTS 199-202, LOTS 203-206, LOTS 207-210, LOTS 211-214, LOTS 215-218, LOTS 219-222, LOTS 223-226, LOTS 227-230, LOTS 231-234, LOTS 235-238, LOTS 239-242, LOTS 243-246, LOTS 247-250, LOTS 251-254, LOTS 255-258, LOTS 259-262, LOTS 263-266, LOTS 267-270, LOTS 271-274, LOTS 275-278, LOTS 279-282, LOTS 283-286, LOTS 287-290, LOTS 291-294, LOTS 295-298, LOTS 299-302, LOTS 303-306, LOTS 307-310, LOTS 311-314, LOTS 315-318, LOTS 319-322, LOTS 323-326, LOTS 327-330, LOTS 331-334, LOTS 335-338, LOTS 339-342, LOTS 343-346, LOTS 347-350, LOTS 351-354, LOTS 355-358, LOTS 359-362, LOTS 363-366, LOTS 367-370, LOTS 371-374, LOTS 375-378, LOTS 379-382, LOTS 383-386, LOTS 387-390, LOTS 391-394, LOTS 395-398, LOTS 399-402, LOTS 403-406, LOTS 407-410, LOTS 411-414, LOTS 415-418, LOTS 419-422, LOTS 423-426, LOTS 427-430, LOTS 431-434, LOTS 435-438, LOTS 439-442, LOTS 443-446, LOTS 447-450, LOTS 451-454, LOTS 455-458, LOTS 459-462, LOTS 463-466, LOTS 467-470, LOTS 471-474, LOTS 475-478, LOTS 479-482, LOTS 483-486, LOTS 487-490, LOTS 491-494, LOTS 495-498, LOTS 499-502, LOTS 503-506, LOTS 507-510, LOTS 511-514, LOTS 515-518, LOTS 519-522, LOTS 523-526, LOTS 527-530, LOTS 531-534, LOTS 535-538, LOTS 539-542, LOTS 543-546, LOTS 547-550, LOTS 551-554, LOTS 555-558, LOTS 559-562, LOTS 563-566, LOTS 567-570, LOTS 571-574, LOTS 575-578, LOTS 579-582, LOTS 583-586, LOTS 587-590, LOTS 591-594, LOTS 595-598, LOTS 599-602, LOTS 603-606, LOTS 607-610, LOTS 611-614, LOTS 615-618, LOTS 619-622, LOTS 623-626, LOTS 627-630, LOTS 631-634, LOTS 635-638, LOTS 639-642, LOTS 643-646, LOTS 647-650, LOTS 651-654, LOTS 655-658, LOTS 659-662, LOTS 663-666, LOTS 667-670, LOTS 671-674, LOTS 675-678, LOTS 679-682, LOTS 683-686, LOTS 687-690, LOTS 691-694, LOTS 695-698, LOTS 699-702, LOTS 703-706, LOTS 707-710, LOTS 711-714, LOTS 715-718, LOTS 719-722, LOTS 723-726, LOTS 727-730, LOTS 731-734, LOTS 735-738, LOTS 739-742, LOTS 743-746, LOTS 747-750, LOTS 751-754, LOTS 755-758, LOTS 759-762, LOTS 763-766, LOTS 767-770, LOTS 771-774, LOTS 775-778, LOTS 779-782, LOTS 783-786, LOTS 787-790, LOTS 791-794, LOTS 795-798, LOTS 799-802, LOTS 803-806, LOTS 807-810, LOTS 811-814, LOTS 815-818, LOTS 819-822, LOTS 823-826, LOTS 827-830, LOTS 831-834, LOTS 835-838, LOTS 839-842, LOTS 843-846, LOTS 847-850, LOTS 851-854, LOTS 855-858, LOTS 859-862, LOTS 863-866, LOTS 867-870, LOTS 871-874, LOTS 875-878, LOTS 879-882, LOTS 883-886, LOTS 887-890, LOTS 891-894, LOTS 895-898, LOTS 899-902, LOTS 903-906, LOTS 907-910, LOTS 911-914, LOTS 915-918, LOTS 919-922, LOTS 923-926, LOTS 927-930, LOTS 931-934, LOTS 935-938, LOTS 939-942, LOTS 943-946, LOTS 947-950, LOTS 951-954, LOTS 955-958, LOTS 959-962, LOTS 963-966, LOTS 967-970, LOTS 971-974, LOTS 975-978, LOTS 979-982, LOTS 983-986, LOTS 987-990, LOTS 991-994, LOTS 995-998, LOTS 999-1002, LOTS 1003-1006, LOTS 1007-1010, LOTS 1011-1014, LOTS 1015-1018, LOTS 1019-1022, LOTS 1023-1026, LOTS 1027-1030, LOTS 1031-1034, LOTS 1035-1038, LOTS 1039-1042, LOTS 1043-1046, LOTS 1047-1050, LOTS 1051-1054, LOTS 1055-1058, LOTS 1059-1062, LOTS 1063-1066, LOTS 1067-1070, LOTS 1071-1074, LOTS 1075-1078, LOTS 1079-1082, LOTS 1083-1086, LOTS 1087-1090, LOTS 1091-1094, LOTS 1095-1098, LOTS 1099-1102, LOTS 1103-1106, LOTS 1107-1110, LOTS 1111-1114, LOTS 1115-1118, LOTS 1119-1122, LOTS 1123-1126, LOTS 1127-1130, LOTS 1131-1134, LOTS 1135-1138, LOTS 1139-1142, LOTS 1143-1146, LOTS 1147-1150, LOTS 1151-1154, LOTS 1155-1158, LOTS 1159-1162, LOTS 1163-1166, LOTS 1167-1170, LOTS 1171-1174, LOTS 1175-1178, LOTS 1179-1182, LOTS 1183-1186, LOTS 1187-1190, LOTS 1191-1194, LOTS 1195-1198, LOTS 1199-1202, LOTS 1203-1206, LOTS 1207-1210, LOTS 1211-1214, LOTS 1215-1218, LOTS 1219-1222, LOTS 1223-1226, LOTS 1227-1230, LOTS 1231-1234, LOTS 1235-1238, LOTS 1239-1242, LOTS 1243-1246, LOTS 1247-1250, LOTS 1251-1254, LOTS 1255-1258, LOTS 1259-1262, LOTS 1263-1266, LOTS 1267-1270, LOTS 1271-1274, LOTS 1275-1278, LOTS 1279-1282, LOTS 1283-1286, LOTS 1287-1290, LOTS 1291-1294, LOTS 1295-1298, LOTS 1299-1302, LOTS 1303-1306, LOTS 1307-1310, LOTS 1311-1314, LOTS 1315-1318, LOTS 1319-1322, LOTS 1323-1326, LOTS 1327-1330, LOTS 1331-1334, LOTS 1335-1338, LOTS 1339-1342, LOTS 1343-1346, LOTS 1347-1350, LOTS 1351-1354, LOTS 1355-1358, LOTS 1359-1362, LOTS 1363-1366, LOTS 1367-1370, LOTS 1371-1374, LOTS 1375-1378, LOTS 1379-1382, LOTS 1383-1386, LOTS 1387-1390, LOTS 1391-1394, LOTS 1395-1398, LOTS 1399-1402, LOTS 1403-1406, LOTS 1407-1410, LOTS 1411-1414, LOTS 1415-1418, LOTS 1419-1422, LOTS 1423-1426, LOTS 1427-1430, LOTS 1431-1434, LOTS 1435-1438, LOTS 1439-1442, LOTS 1443-1446, LOTS 1447-1450, LOTS 1451-1454, LOTS 1455-1458, LOTS 1459-1462, LOTS 1463-1466, LOTS 1467-1470, LOTS 1471-1474, LOTS 1475-1478, LOTS 1479-1482, LOTS 1483-1486, LOTS 1487-1490, LOTS 1491-1494, LOTS 1495-1498, LOTS 1499-1502, LOTS 1503-1506, LOTS 1507-1510, LOTS 1511-1514, LOTS 1515-1518, LOTS 1519-1522, LOTS 1523-1526, LOTS 1527-1530, LOTS 1531-1534, LOTS 1535-1538, LOTS 1539-1542, LOTS 1543-1546, LOTS 1547-1550, LOTS 1551-1554, LOTS 1555-1558, LOTS 1559-1562, LOTS 1563-1566, LOTS 1567-1570, LOTS 1571-1574, LOTS 1575-1578, LOTS 1579-1582, LOTS 1583-1586, LOTS 1587-1590, LOTS 1591-1594, LOTS 1595-1598, LOTS 1599-1602, LOTS 1603-1606, LOTS 1607-1610, LOTS 1611-1614, LOTS 1615-1618, LOTS 1619-1622, LOTS 1623-1626, LOTS 1627-1630, LOTS 1631-1634, LOTS 1635-1638, LOTS 1639-1642, LOTS 1643-1646, LOTS 1647-1650, LOTS 1651-1654, LOTS 1655-1658, LOTS 1659-1662, LOTS 1663-1666, LOTS 1667-1670, LOTS 1671-1674, LOTS 1675-1678, LOTS 1679-1682, LOTS 1683-1686, LOTS 1687-1690, LOTS 1691-1694, LOTS 1695-1698, LOTS 1699-1702, LOTS 1703-1706, LOTS 1707-1710, LOTS 1711-1714, LOTS 1715-1718, LOTS 1719-1722, LOTS 1723-1726, LOTS 1727-1730, LOTS 1731-1734, LOTS 1735-1738, LOTS 1739-1742, LOTS 1743-1746, LOTS 1747-1750, LOTS 1751-1754, LOTS 1755-1758, LOTS 1759-1762, LOTS 1763-1766, LOTS 1767-1770, LOTS 1771-1774, LOTS 1775-1778, LOTS 1779-1782, LOTS 1783-1786, LOTS 1787-1790, LOTS 1791-1794, LOTS 1795-1798, LOTS 1799-1802, LOTS 1803-1806, LOTS 1807-1810, LOTS 1811-1814, LOTS 1815-1818, LOTS 1819-1822, LOTS 1823-1826, LOTS 1827-1830, LOTS 1831-1834, LOTS 1835-1838, LOTS 1839-1842, LOTS 1843-1846, LOTS 1847-1850, LOTS 1851-1854, LOTS 1855-1858, LOTS 1859-1862, LOTS 1863-1866, LOTS 1867-1870, LOTS 1871-1874, LOTS 1875-1878, LOTS 1879-1882, LOTS 1883-1886, LOTS 1887-1890, LOTS 1891-1894, LOTS 1895-1898, LOTS 1899-1902, LOTS 1903-1906, LOTS 1907-1910, LOTS 1911-1914, LOTS 1915-1918, LOTS 1919-1922, LOTS 1923-1926, LOTS 1927-1930, LOTS 1931-1934, LOTS 1935-1938, LOTS 1939-1942, LOTS 1943-1946, LOTS 1947-1950, LOTS 1951-1954, LOTS 1955-1958, LOTS 1959-1962, LOTS 1963-1966, LOTS 1967-1970, LOTS 1971-1974, LOTS 1975-1978, LOTS 1979-1982, LOTS 1983-1986, LOTS 1987-1990, LOTS 1991-1994, LOTS 1995-1998, LOTS 1999-2002, LOTS 2003-2006, LOTS 2007-2010, LOTS 2011-2014, LOTS 2015-2018, LOTS 2019-2022, LOTS 2023-2026, LOTS 2027-2030, LOTS 2031-2034, LOTS 2035-2038, LOTS 2039-2042, LOTS 2043-2046, LOTS 2047-2050, LOTS 2051-2054, LOTS 2055-2058, LOTS 2059-2062, LOTS 2063-2066, LOTS 2067-2070, LOTS 2071-2074, LOTS 2075-2078, LOTS 2079-2082, LOTS 2083-2086, LOTS 2087-2090, LOTS 2091-2094, LOTS 2095-2098, LOTS 2099-2102, LOTS 2103-2106, LOTS 2107-2110, LOTS 2111-2114, LOTS 2115-2118, LOTS 2119-2122, LOTS 2123-2126, LOTS 2127-2130, LOTS 2131-2134, LOTS 2135-2138, LOTS 2139-2142, LOTS 2143-2146, LOTS 2147-2150, LOTS 2151-2154, LOTS 2155-2158, LOTS 2159-2162, LOTS 2163-2166, LOTS 2167-2170, LOTS 2171-2174, LOTS 2175-2178, LOTS 2179-2182, LOTS 2183-2186, LOTS 2187-2190, LOTS 2191-2194, LOTS 2195-2198, LOTS 2199-2202, LOTS 2203-2206, LOTS 2207-2210, LOTS 2211-2214, LOTS 2215-2218, LOTS 2219-2222, LOTS 2223-2226, LOTS 2227-2230, LOTS 2231-2234, LOTS 2235-2238, LOTS 2239-2242, LOTS 2243-2246, LOTS 2247-2250, LOTS 2251-2254, LOTS 2255-2258, LOTS 2259-2262, LOTS 2263-2266, LOTS 2267-2270, LOTS 2271-2274, LOTS 2275-2278, LOTS 2279-2282, LOTS 2283-2286, LOTS 2287-2290, LOTS 2291-2294, LOTS 2295-2298, LOTS 2299-2302, LOTS 2303-2306, LOTS 2307-2310, LOTS 2311-2314, LOTS 2315-2318, LOTS 2319-2322, LOTS 2323-2326, LOTS 2327-2330, LOTS 2331-2334, LOTS 2335-2338, LOTS 2339-2342, LOTS 2343-2346, LOTS 2347-2350, LOTS 2351-2354, LOTS 2355-2358, LOTS 2359-2362, LOTS 2363-2366, LOTS 2367-2370, LOTS 2371-2374, LOTS 2375-2378, LOTS 2379-2382, LOTS 2383-2386, LOTS 2387-2390, LOTS 2391-2394, LOTS 2395-2398, LOTS 2399-2402, LOTS 2403-2406, LOTS 2407-2410, LOTS 2411-2414, LOTS 2415-2418, LOTS 2419-2422, LOTS 2423-2426, LOTS 2427-2430, LOTS 2431-2434, LOTS 2435-2438, LOTS 2439-2442, LOTS 2443-2446, LOTS 2447-2450, LOTS 2451-2454, LOTS 2455-2458, LOTS 2459-2462, LOTS 2463-2466, LOTS 2467-2470, LOTS 2471-2474, LOTS 2475-2478, LOTS 2479-2482, LOTS 2483-2486, LOTS 2487-2490, LOTS 2491-2494, LOTS 2495-2498, LOTS 2499-2502, LOTS 2503-2506, LOTS 2507-2510, LOTS 2511-2514, LOTS 2515-2518, LOTS 2519-2522, LOTS 2523-2526, LOTS 2527-2530, LOTS 2531-2534, LOTS 2535-2538, LOTS 2539-2542, LOTS 2543-2546, LOTS 2547-2550, LOTS 2551-2554, LOTS 2555-2558, LOTS 2559-2562, LOTS 2563-2566, LOTS 2567-2570, LOTS 2571-2574, LOTS 2575-2578, LOTS 2579-2582, LOTS 2583-2586, LOTS 2587-2590, LOTS 2591-2594, LOTS 2595-2598, LOTS 2599-2602, LOTS 2603-2606, LOTS 2607-2610, LOTS 2611-2614, LOTS 2615-2618, LOTS 2619-2622, LOTS 2623-2626, LOTS 2627-2630, LOTS 2631-2634, LOTS 2635-2638, LOTS 2639-2642, LOTS 2643-2646, LOTS 2647-2650, LOTS 2651-2654, LOTS 2655-2658, LOTS 2659-2662, LOTS 2663-2666, LOTS 2667-2670, LOTS 2671-2674, LOTS 2675-2678, LOTS 2679-2682, LOTS 2683-2686, LOTS 2687-2690, LOTS 2691-2694, LOTS 2695-2698, LOTS 2699-2702, LOTS 2703-2706, LOTS 2707-2710, LOTS 2711-2714, LOTS 2715-2718, LOTS 2719-2722, LOTS 2723-2726, LOTS 2727-2730, LOTS 2731-2734, LOTS 2735-2738, LOTS 2739-2742, LOTS 2743-2746, LOTS 2747-2750, LOTS 2751-2754, LOTS 2755-2758, LOTS 2759-2762, LOTS 2763-2766, LOTS 2767-2770, LOTS 2771-2774, LOTS 2775-2778, LOTS 2779-2782, LOTS 2783-2786, LOTS 2787-2790, LOTS 2791-2794, LOTS 2795-2798, LOTS 2799-2802, LOTS 2803-2806, LOTS 2807-2810, LOTS 2811-2814, LOTS 2815-2818, LOTS 2819-2822, LOTS 2823-2826, LOTS 2827-283

EXHIBIT C

- (a) *Generally*. The subdivider shall pay the village all fees required at the times specified. All fee and penalty amounts shall be specified by resolution of the village board.
- (b) *Preliminary plat fee review fee*. The subdivider shall pay an application fee and a fee for each lot or parcel within the preliminary plat, as set forth by resolution, to the village treasurer at the time of first application for review of any preliminary plat to assist in deferring the cost of review. The application fee shall be paid to the village treasurer at the time of reapplication for approval of any preliminary plat which has been previously reviewed.
- (c) *Final plat review fee*. The subdivider shall pay a fee, as set forth by resolution, for the application and for each lot within the final plat, to the village treasurer at the time of application for approval of the plat to assist in defraying the cost of review. A reapplication fee, as set forth by resolution, shall be paid to the village treasurer at the time of a reapplication of any plat for approval which has been previously reviewed.
- (d) *Certified survey map review fee*. The subdivider shall pay a fee, as set forth by resolution, to the village treasurer at the time of application for approval of a certified survey map to assist in defraying the cost of review.
- (e) *Plan review fee*. The subdivider shall pay a fee at the time of submission of improvements plans and specifications to partially cover the cost to the village of checking and reviewing such plans and specifications. This fee shall be estimated, using actual costs by staff. The fee may be recomputed upon demand of the subdivider or village engineer, after completion of improvement construction in accordance with the actual cost of such improvements, and the difference, if any, shall be paid by or remitted to the subdivider. Evidence of cost shall be in such detail and form as provided by the village engineer.
- (f) *Inspection fee*. The subdivider shall pay a fee equal to the actual cost to the village for such inspection as the village engineer deems necessary to assure that the construction of the required improvements is in compliance with the plans, specifications and ordinances of the village or any other governmental authority. Inspection fees shall be paid as they are accrued.
- (g) *Engineering fee*. The subdivider shall pay a fee equal to the actual cost to the village for all engineering work incurred by the village in connection with the plat and such fees shall be paid as they accrue. Engineering work may include the preparation of construction plans and standard specifications. The village engineer may permit the subdivider to furnish all, some or part of the required construction plans and specifications, in which case no engineering fees shall be levied for the preparation of such plans and specifications, except that fees shall be leviable for the review of plans submitted in accordance with this chapter.
- (h) *Administrative fee*. The subdivider shall pay a fee equal to the cost of any legal, administrative or fiscal work which may be undertaken by the village in connection with the

EXHIBIT C

plat and such fees shall be paid as they accrue. Legal work shall include the drafting of contracts between the village and the subdivider.

- (i) *Erosion control fee.* The subdivider shall pay a fee, as set forth by resolution, for the application and for each lot within the final plat, to the village treasurer at the time of application for construction of said plat to assist in defraying the cost of review.

(Prior Code, § 15.07)

EXHIBIT "D"

Letter Of Credit On Total Improvement Costs

Laurel Springs Addition #1, Village of Jackson, WI

Item	Amount
Grading, Erosion Control & Final Site Stabilization	\$451,650.00
Complete Sanitary Sewer Construction	\$391,000.00
Complete Water System Construction	\$493,000.00
Complete Storm Sewer Construction	\$306,000.00
Concrete Curb & Gutter	\$105,405.00
Asphalt Road Paving (Base, Stone and Binder Course Subd. Only)	\$214,835.00
Asphalt Road Work Area IV Jackson Dr.	\$35,975.00
Asphalt Trail (10') Area III Jackson Dr.	\$27,500.00
Asphalt Road Work Area II Cedar Creek Rd.	\$21,250.00
Concrete Sidewalks	\$114,055.00
Surface Course Asphalt Paving (Subdivision Only)	\$90,010.00
Street Trees	\$30,000.00
Subtotal	\$2,280,680.00
Contingencies (15%)	\$342,102.00
Letter of Credit Amount	\$2,622,782.00

Exhibit E
Laurel Springs Subdivision Additional No. 1
Estimated Offsite Improvements Village to Reimburse Developer

5/29/2019

Items for Reimbursement	Bielinski Homes Proposals	Bielinski Homes 2019 Proposals	Village of Jackson Proposals	Village of Jackson Comments	Bielinski Response 4/23/2018
PERMITS and FEES					
Other Fees/Permits	\$500.00		Not included	Show details of fees and permits paid	Estimated costs
ENGINEERING					
Civil Engineering & As-Built (TRIO)	\$9,518.00	\$8,210.50	\$8,210.50	Provide fee and hours and details of work	Attached bill of \$7,517.50/\$2,000 est.
Engineering Inspections	\$5,000.00		Not included	Remove Village will not charge for hired inspector	Separate hours to be logged
Legal Fees	\$500.00		Not included	Remove Village will not pay your legal fees	Ok
SITE WORK					
Jackson Drive Reconstruction					
Survey/Stake Out (TRIO)	\$2,500.00	\$2,500.00	\$2,500.00	Provide fee and hours of work	Estimated Costs
Rough & Finish Grading/Erosion/Top Soil/Seeding	\$11,750.00	\$11,750.00	\$11,750.00	Is this for backfilling curb?	Yes a portion of the total
Water Main (669 LF 8" PVC)	\$70,600.00	\$80,000.00	\$80,000.00	\$119.58 per foot	
Compaction Testing - PSI	\$2,250.00		Not included	Proof rolling will be done - remove cost	
Granular Backfill Roadways	Included				
Dewatering	Not Included				
Crushed Stone (P&D)	Included				
Curb/Gutter Jackson Drive (730 L.F.)	\$10,220.00	\$12,228.00	\$12,228.00	\$16.75 per foot	
Asphalt Work Area IV Jackson Drive	\$32,250.00	\$35,975.00	\$35,975.00	Provide details of cost per ton or S.Y.	9" stone base/5" asphalt 1135 SY (\$28.41)
Pavement Marking	\$3,000.00		Not included	Village will hire Washington County	Ok
Cedar Creek Road Reconstruction					
Survey/Stake Out (TRIO)	\$2,150.00	\$2,150.00	\$2,150.00	Provide fee & hours of work	
Rough & Finish Grading/Erosion/Top Soil/Seeding	\$9,950.00	\$9,950.00	\$9,950.00		
Water Main (280 LF 8" & 12" PVC)	\$60,300.00	\$64,000.00	\$64,000.00	\$228.57 per foot	
Compaction Testing - PSI	\$1,750.00			Proof rolling will be done - remove cost	
Granular Backfill Roadways	Included				
Dewatering	Not Included				
Crushed Stone (P&D)	Included				
Asphalt Work Area II Cedar Creek Road	\$19,675.00	\$21,250.00	\$21,250.00	Provide details of cost per ton or S.Y.	9" stone base/5" asphalt 450 SY (\$43.72)
Pavement Marking	\$2,000.00		Not included	Village will hire Washington County	Ok
Rail Road Water Main Construction (Industrial Park)					
Recap 16" vs 12" Water Main Under RR (272 LF)	\$7,000.00	\$7,000.00	\$7,000.00		
SITE WORK TOTAL	\$250,913.00	\$255,013.50	\$255,013.50		

Note: The Village of Jackson will reimburse actual cost of construction and not a lump sum bid cost.

DRAFT MINUTES
PLAN COMMISSION MEETING
Thursday, April 29, 2021 at 7:00 p.m.
Jackson Village Hall
N168 W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call

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

Members Present: Pres. Schwab, Tr. Brian Emmrich, Tr. Kruepke, Jon Molkentin, Dan Reik

Members Excused: Jon Weil

Village Board Member Present: Tr. Heckendorf

Staff Present: Building Inspector Collin Johnson, Administrator Jen Keller, Clerk Jilline Dobratz, and Administrative Assistant Tiffany Washburn

2. Approval of Minutes for the Plan Commission Meeting of March 25, 2021

Motion by Tr. Emmrich, second by Tr. Kruepke to approve the Plan Commission minutes of March 25, 2021 with the amendment to strike Keith Berben as absent, as he has resigned from the position.

Vote: 5 ayes, 0 nays. Motion carried.

3. Concept Plan - Proposed Land Division – John Lamm – Glen Brooke Drive

Property owner, John Lamm, presented the concept plan of "Little Lamb's Corner" Subdivision. Members expressed concerns regarding the small, oddly shaped lots, the density of the lots on the property, and proper access to the property by emergency services, such as the Fire Department.

Tr. Kruepke recommended a revision of the lots, including the maximum square footage of houses that could be built on each lot and consideration of setbacks.

Pres. Schwab encouraged the applicant to return with a revised plan.

4. Extra Territorial Plat/CSM – Heckendorf Farms LLC – 2039 Sherman Road

Administrator Keller advised that the applicant withdrew the petition and an amended CSM will be brought forward in May.

5. Developers Agreement – Amended – Laurel Springs Addition #1

Administrator Keller stated the original approvals for the Developer's Agreement were granted in June 2019, but it was not recorded. In order to proceed correctly, an amendment to the Exhibit A Legal Description of the Property and Final Plat Map was required.

Motion by Pres. Schwab, second by Tr. Emmrich to approve the amendment to the Laurel Springs Addition #1 Developers Agreement.

Vote: 5 ayes, 0 nays. Motion carried.

6. Citizens to Address the Plan Commission

Dirk Wildt, W208N16348 Renee Way, spoke regarding Agenda item #3

He commended property owner, Jon Lamm, for his efforts to develop the property. He is concerned about the plans regarding water runoff and whether that would runoff into a retention pond or ditch. He feels that the lot sizes proposed on the concept plan are too dense, which would make the houses too small. He also feels that the development may devalue surrounding properties. In summary, he is not against developing the land, but is concerned about the current concept plan and the water runoff.

7. Adjourn

Motion by Tr. Emmrich, second by Jon Molkentin to adjourn.

Vote: 5 ayes, 0 nays. Meeting adjourned at 7:31 p.m.

Respectfully submitted,

Tiffany Washburn
Administrative Assistant

ORDINANCE #21-01

AN ORDINANCE AMENDING SECTION 6-27 RELATING TO KEEPING OF CHICKENS AND ADDING CHAPTER 6, DIVISION 4 REGULATION AND LICENING OF CHICKENS

THE VILLAGE BOARD OF THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN, does hereby ordain the following change to the Village Code:

Section One. **Section 6-27 is hereby amended to read:**

No animals or fowl, except domesticated pets and chickens with a valid license obtained under Chapter 6, Division 4 of the Village Code of Ordinances, shall be kept within the village, except in areas used for agricultural purposes. The commercial raising of all animals and fowl is prohibited except when permitted as a conditional use or planned unit development use amendment. The keeping of exotic pets that might generate a neighborhood disturbance or possibly devalue property will require a conditional use permit or planned unit development use amendment.

Section Two. **Chapter 6, Division 4 is hereby added to read:**

Sec. 6-99 **Definitions.** As used in this section, the following terms shall have the meanings indicated:

- a. **Chicken**
The common fowl (*Gallus gallus domesticus*), especially when young; also, its flesh used for food.
- b. **Coop**
A structure for the sheltering of chickens. Said structure shall meet the standards contained in this section.

Sec. 6-100 **License Required.**

- a. Licenses shall be issued by the Village Clerk's office. Licenses are issued upon submittal of a completed application accompanied by an application fee as set forth in the Village Schedule of Fees. Licenses will expire December 31 of each year. A new license must be reissued annually and a new application fee paid with each renewal application. Renewal applications received after April 1 are subject to a late fee as set forth in the Village Schedule of Fees.

- b. Completed license applications must include the name and address of the applicant and the number of chickens to be kept by the applicant at said address, together with a comprehensive site plan detailing property boundaries, location of existing structures, location of structures on neighboring properties, a proposed location of the chicken coop and pen area

Sec. 6-101 State Registration Required.

- a. The applicant must register with the State of Wisconsin Department of Agriculture, Trade and Consumer Protection as soon as chickens are added to a premises and must keep the registration current. State ID number and proof of registration must be provided to the Village of Jackson at the time of application.
- b. The keeping of chickens within the Village is subject to all applicable State Statutes and Administrative Codes

Sec. 6-102 Keeping of chickens allowed. The keeping of up to four (4) chickens, with a Village license, is allowed on a single-family detached dwelling premise subject to the following:

- a. No person shall keep a rooster.
- b. No person shall slaughter any chicken within Village limits.
- c. Chickens shall be provided with fresh water at all times and adequate amounts of feed.
- d. Chickens shall be provided with a sanitary and adequately-sized enclosure of not less than 40 square feet nor more than 60 square feet in size with fencing made of strong woven wire mesh not to exceed 50 inches in height with a covering to prevent the chickens from flying out of the enclosure. Chickens shall also be provided with a coop of not less than 12 square feet in size nor more than 20 square feet in size.
- e. Chicken coops shall be constructed in a workmanlike manner, be moisture-resistant and either be raised off the ground or placed on a hard surface such as concrete, patio block or gravel.
- f. Chicken coops and enclosures shall be cleaned of hen droppings, uneaten food, feathers and other waste daily and as necessary to ensure that the coop and yard area do not become a health, odor or other nuisance. In addition, chicken coops and enclosures must be thoroughly ventilated, predator-proof, and designed to be easily accessed, cleaned and properly maintained by the owners.
- g. All chickens kept pursuant to this section shall be disease free.
- h. No part of any enclosure shall be located closer than 40 feet from any residential dwelling on an adjoining lot. No part of any enclosure may be located closer than 10 feet from any lot line. No part of any enclosure shall be located nearer than 25 feet from a navigable waterway. No part of any enclosure shall be located closer than 25 feet to the residential dwelling on the same lot.

- i. No enclosure may be located in the front yard area of a lot or in any wetland, floodplain, or drainage area. For purposes of this ordinance, double frontage lots shall have two front yards and no rear yard.
- j. No one may keep any chickens in a manner that causes a nuisance, unhealthy condition or public health threat.
- k. The chickens shall be shut into the chicken coop or enclosure at night, from sunset to sunrise.
- l. During the daylight hours, the adult chickens shall have access to the chicken coop and, weather permitting, shall have access to an outdoor enclosure on the subject property, adequately fenced to contain the chickens and to prevent access to the chickens by dogs and other predators.
- m. Stored feed must be kept in a rodent- and predator-proof container.

Sec. 6-103 Consent from Contiguous Property Owners.

The applicant shall be required to obtain the signature of all adjoining landowners before submitting an application for a chicken license. Each adjoining landowner shall have the opportunity on the application to object to the application. Said objection shall be indicated in writing on the application. The adjoining landowner shall be the individual(s) as listed in the office of the Village Assessor at the time that the application for license is made. If there are any objections, the Village Clerk shall deny the application.

Sec. 6-104 License Revocation.

A license is subject to revocation by the Village Board by recommendation of the Health Department, Building Inspector, or Village Clerk. Once a license is revoked, it shall not be reissued for a period of at least two years.

Sec. 6-105 Appeal.

Any person aggrieved by a denial of a license under this ordinance shall have the right to appeal the denial to the village board. Written notice of such appeal shall be given to the Village Clerk no later than 30 days following the date of denial.

Section Two. Effective Date.

This ordinance shall take effect upon its enactment. The Village Administrator and Village Clerk are hereby authorized and directed to take such further action necessary to give effect to this ordinance.

Dated this _____ day of _____, 2021.

Introduced by: _____

Seconded by: _____

Vote: _____aye _____nay

Passed and approved _____

VILLAGE OF JACKSON

By: _____
Michael E. Schwab, Village President

Attest:

Jilline S. Dobratz, Village Clerk

Proof of Posting:

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

Village Official

Date

ORDINANCE #21-01

AN ORDINANCE AMENDING SECTION 6-27 RELATING TO KEEPING OF CHICKENS AND ADDING CHAPTER 6, DIVISION 4 REGULATION AND LICENING OF CHICKENS

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- b. No person shall slaughter any chicken within Village limits.
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- d. Chickens shall be provided with a sanitary and adequately-sized enclosure of not less than 40 square feet nor more than 60 square feet in size with fencing made of strong woven wire mesh not to exceed 50 inches in height with a covering to prevent the chickens from flying out of the enclosure. Chickens shall also be provided with a coop of not less than 12 square feet in size nor more than 20 square feet in size.
- e. Chicken coops shall be constructed in a workmanlike manner, be moisture-resistant and either be raised off the ground or placed on a hard surface such as concrete, patio block or gravel.
- f. Chicken coops and enclosures shall be cleaned of hen droppings, uneaten food, feathers and other waste daily and as necessary to ensure that the coop and yard area do not become a health, odor or other nuisance. In addition, chicken coops and enclosures must be thoroughly ventilated, predator-proof, and designed to be easily accessed, cleaned and properly maintained by the owners.
- g. All chickens kept pursuant to this section shall be disease free.
- h. No part of any enclosure shall be located closer than 40 feet from any residential dwelling on an adjoining lot. No part of any enclosure may be located closer than 10 feet from any lot line. No part of any enclosure shall be located nearer than 25 feet from a navigable waterway. No part of any enclosure shall be located closer than 25 feet to the residential dwelling on the same lot.

- i. No enclosure may be located in the front yard area of a lot or in any wetland, floodplain, or drainage area. For purposes of this ordinance, double frontage lots shall have two front yards and no rear yard.
- j. No one may keep any chickens in a manner that causes a nuisance, unhealthy condition or public health threat.
- k. The chickens shall be shut into the chicken coop or enclosure at night, from sunset to sunrise.
- l. During the daylight hours, the adult chickens shall have access to the chicken coop and, weather permitting, shall have access to an outdoor enclosure on the subject property, adequately fenced to contain the chickens and to prevent access to the chickens by dogs and other predators.
- m. Stored feed must be kept in a rodent- and predator-proof container.

Sec. 6-103 Consent from Contiguous Property Owners.

The applicant shall be required to obtain the signature of all adjoining landowners before submitting an application for a chicken license. Each adjoining landowner shall have the opportunity on the application to object to the application. Said objection shall be indicated in writing on the application. The adjoining landowner shall be the individual(s) as listed in the office of the Village Assessor at the time that the application for license is made. If there are any objections, the Village Clerk shall deny the application.

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A license is subject to revocation by the Village Board by recommendation of the Health Department, Building Inspector, or Village Clerk. Once a license is revoked, it shall not be reissued for a period of at least two years.

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Any person aggrieved by a denial of a license under this ordinance shall have the right to appeal the denial to the village board. Written notice of such appeal shall be given to the Village Clerk no later than 30 days following the date of denial.

Section Two. Effective Date.

This ordinance shall take effect upon its enactment. The Village Administrator and Village Clerk are hereby authorized and directed to take such further action necessary to give effect to this ordinance.

Dated this _____ day of _____, 2021.

Introduced by: _____

Seconded by: _____

Vote: _____aye _____nay

Passed and approved _____

VILLAGE OF JACKSON

By: _____
Michael E. Schwab, Village President

Attest:

Jilline S. Dobratz, Village Clerk

Proof of Posting:

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

Village Official

Date



VILLAGE OF JACKSON

"Small Town Living / World Class Technology"

APPLICATION FOR BACKYARD CHICKEN LICENSE

☐ **New Application** (\$75.00 fee) ☐ **Renewal Application** (\$25.00 fee)

Property Address: _____

Owner Name(s): _____

Mailing Address: _____

Home: (_____) _____ **Mobile:** (_____) _____

E-mail Address: _____

Wisconsin Livestock Consortium Registration Number: _____

Number of Chickens Requested: _____ (Maximum of four (4) chickens permitted)

Breed(s) of Chickens (List all): _____

Veterinarian: _____ **Phone #:** (_____) _____

Submittal Requirements

- Attach Proof of Registration with the WI Department of Agriculture.
- Comprehensive Site Plan detailing property boundary lines, locations of all existing structures, including those immediately adjacent on neighboring properties, proposed location of the coop and pen area.
- Please review the list of items below which outline the requirements to receive and maintain a license.
 - Application Fee
 - Name and address of applicant(s)
 - Number of chickens to be kept by the applicant at said address
 - Wisconsin Livestock Consortium Registration Number and Proof of Registration;
 - Written consent from all abutting property owners.
 - Location of property lines
 - Distances from all adjacent structures
 - Location and dimensions of the proposed chicken coop and run on the property
 - Size of coop in square feet
 - Any other items requested.
- Please use the form on Page 4 of this application to obtain signatures from adjoining property owners. Use one form per property.

Failure to meet these requirements will result in the application being administratively denied or if requirements are not met after a license is granted, it can lead to citations and/or revocation of the license.

APPLICANT MUST READ THE FOLLOWING AND SIGN BELOW

I/We hereby certify that the information contained herein is true and correct. In submitting this license application, I/We acknowledge and agree the application and license are subject to all the regulations found in the Village of Jackson Code of Ordinances. I/We further agree to comply with all regulations and understand that if those regulations are not met, citations may be issued, forfeitures may be imposed, and the Village may revoke the license.

Applicant Signature: _____

Date: _____

For Office Use Only

Amount: \$ _____

Date Received: _____

Payment Type: CK / CASH / CC

Check/Rcpt. #: _____

Received By: _____

SITE PLAN

Please use the space below to show the following elements: ***(You may attach a separate document.)***

- Description, drawing, brochure or photograph of the coop/structure
- Property boundary lines
- Location and of all existing structures, including those on adjacent properties. (house, garage, shed, pool, fence, etc.)
- Location and dimensions of the proposed chicken coop and run
- Distance between all structures and property lines
- Distance between all structures and other structures
- Drawings do not need to be to scale, but dimensions must be included

FOR OFFICE USE ONLY

SITE PLAN REVIEW ☐ Approved ☐ Denied ☐ Modifications Required

Note: _____ Date: _____ Initials: _____

LICENSE REVIEW: ☐ Approved ☐ Denied **Date:** _____ **Initials:** _____

Note: _____

Backyard Chicken License Requirements

- If an application is approved and a license is granted, the keeping of chicken are subject to the following:
 - No person shall keep a rooster.
 - No person shall slaughter any chicken within Village limits.
 - Chickens shall be provided with fresh water at all times and adequate amounts of feed.
 - Chickens shall be provided with a sanitary and adequately sized enclosure, or coop, and shall be kept in an enclosure or a sanitary and adequately sized and accessible fenced enclosure, including fencing or other covering to prevent the chickens from flying out of the enclosure.
 - Chicken coops shall be constructed in a workmanlike manner, be moisture-resistant and either be raised off the ground or placed on a hard surface such as concrete, patio block or gravel.
 - Chicken coops and enclosures shall be cleaned of hen droppings, uneaten food, feathers and other waste daily and as necessary to ensure that the coop and yard area do not become a health, odor or other nuisance. In addition, the chicken coops and enclosures must be thoroughly ventilated, predator-proof and be of sufficient size to admit free movement of the chickens, designed to be easily accessed, cleaned and maintained by the owners and must be at least two square feet.
 - All chickens kept pursuant to this section shall be disease free.
 - The total area devoted to keeping chickens may not exceed 80 square feet.
 - No part of any enclosure shall be located closer than 40 feet from any residential dwelling on an adjoining lot. No part of any enclosure may be located closer than ten feet from any lot line. No part of any enclosure shall be located nearer than 25 feet from a navigable waterway. No part of any enclosure shall be located closer than 25 feet to the residential dwelling on the same lot.
 - No enclosure may be located in the front or side yard area of a lot.
 - No one may keep any chickens in a manner that causes a nuisance, unhealthy condition or public health threat.
 - The chickens shall be shut into the chicken house at night, from sunset to sunrise.
 - During the daylight hours, the adult chickens shall have access to the chicken house and, weather permitting, shall have access to an outdoor enclosure on the subject property, adequately fenced to contain the chickens and to prevent access to the chickens by dogs and other predators. Additional permits may be required for any fencing exceeding 24 feet.
 - Stored feed must be kept in a rodent- and predator-proof container.

Chicken License

Adjacent Property Owner Acknowledgement Form

Chicken License Applicant Name: _____

Applicant Address: _____

ACKNOWLEDGEMENT

I/We, hereby acknowledge that I/We are the owner(s) of a property that adjoins the property addressed above. I/We understand that the applicant is requesting a Village license to keep chickens in his or her backyard. I/We hereby acknowledge that I/We have reviewed and understand the Backyard Chicken Ordinance in its entirety.

Resident Name(s): _____

Address: _____

Phone: _____ Email: _____

☐ I/We **DO NOT** object to this application.

☐ I/We **DO OBJECT** to this application for chickens at this address for the following reason(s):

Reason(s) for Objection:

Signature: _____ Date: _____

Co-Signature: _____ Date: _____

IMPORTANT INFORMATION FOR APPLICANT

- License Applicant must obtain a signed acknowledgement form from **EACH ABUTTING PROPERTY OWNER**
- Completed acknowledgement forms must be submitted along with the Chicken License Application to the Village Clerk.

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2021 by and between Rod and Chantel Massie (“Developer”) and the Village of Jackson, a municipal corporation of the State of Wisconsin, located in Washington County (“Village”).

WITNESSETH:

WHEREAS, the Developer is the owner of two parcels totaling approximately 10.573 acres located at N160 W19270 Sherman Road and with Tax Key Numbers V3_0207 and V3_020600Z which was zoned A-1 (Agricultural) in the Village of Jackson, Washington County, Wisconsin; and

WHEREAS, the Village Board granted on March 8, 1994 an exemption to hooking up to Village Sewer, so as the property (three parcels) remain together and undivided; and

WHEREAS, the Developer is requesting a land division by a new CSM (Certified Survey Map) creating for two lots: Lot 1 (30,315 sq. ft. or 0.69.6 acres) and Lot 2 (430,248 sq. ft. or 9.877 acres); and

WHEREAS, the existing single-family structure on proposed lot 2 is served by a private well and septic system; and

WHEREAS, the parties agree that the Developer shall be responsible for installing the public improvements on the site as outlined below, and that all remaining improvements, including structures, private roadways, and private landscaping shall become the responsibility of the Developer who is/are developing the real property that is the subject of this Agreement;

NOW, THEREFORE, in consideration of the approval by the Village of the Plan prior to the completion and installation of all required improvements, it is agreed as follows:

SECTION I. IMPROVEMENTS

A. Phasing

The public improvements within the project shall be completed in one phase in accordance with the plan attached hereto (**EXHIBIT “A” & EXHIBIT “B”**).

B. Sanitary Sewer

1. Developer shall connect the new single-family structure located on Lot 1 to the existing sanitary sewer in Sherman Road.
2. Developer is exempted from connection of Lot 2 to the existing sanitary sewer in Sherman Road as long as there are no further land divisions of the said property. If the existing sanitary sewer in Sherman Road is lowered to allow gravity flow sewer connection, then the Developer will be required to connect the existing dwelling within one year of the new sanitary sewer completion.
3. Developer is responsible for connecting sanitary sewer laterals to the sanitary sewer system.

4. The Developer is required to provide proof the septic system passed inspection and continues providing the Village future inspection approvals.

D. Water Distribution

1. Developer shall connect the new single-family structure located on Lot 1 to the existing water main in Sherman Road.
2. Developer is responsible for connecting sanitary sewer laterals to the sanitary sewer system.
3. Developer is exempted from connection of Lot 2 to the existing water main in Sherman Road as long as there are no further land divisions of the said property. If the existing sanitary sewer in Sherman Road is lowered to allow gravity flow sewer connection, then the Developer will be required to connect within one year of the new sanitary sewer completion and the water service shall be connected also.
4. A well permit from the Jackson Water Utility will be required for the existing well located on said Lot 2. A permit renewal will be required every three years after the original permit.

SECTION II. BINDING EFFECT

Developer warrants that it is the owner of all property described in **EXHIBIT A & EXHIBIT B** and has full right and authority to make this Agreement. This Agreement and the grants, consents, and waivers contained herein shall run with the land and be binding upon Developer and its successors and assigns including all individual lot owners within the plat.

DEVELOPER.

Dated: _____

By: _____
Rodney E. Massie, Owner

By: _____
Chantel M. Massie, Owner

VILLAGE OF JACKSON

Dated: _____

By: _____
Michael E. Schwab, Village President

Attest: _____
Jilline Dobratz, Village Clerk

EXHIBIT A

Certified Survey Map No. _____

Part of the Southwest 1/4 of the Southeast 1/4 of Section 20, Township 10 North, Range 20 East, Village of Jackson, Washington County, Wisconsin.

Scale 1"= 200'



Surveyor:

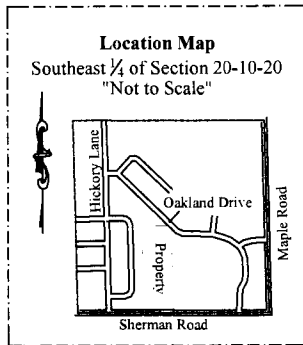
Richard Simon
5080 Fairy Chasm
West Bend, WI 53095
rich@cornerstonelandsurvey.com
(262) 424-5630

Owners:

Rodney E. Massie
Chantel M. Massie
N160 W19270 Sherman Road
Jackson, WI 53037

Legend:

- Denotes 2" Iron Pipe Found
"Unless Otherwise Denoted"
- 3/4" OD X 18" Iron Rod 1.50 Lbs./Lin. Ft., Set



Cedar Run Subdivision

Southwest corner of the
Southeast 1/4 of Section 20-10-20

Dedicated to the Public for Road Purposes

16083 Sq. Ft.
0.369 Acres

Cedar Run North

1" Iron Pipe Found

S 88°46'07" W 362.27'

1" Iron Rod Found

N 46°12'04" W
56.17'

Oakland Drive
(66' R/W)

1" Iron Rod Found

Sherman Creek Subdivision

Lot 2
430248 Sq. Ft.
9.877 Acres

"See Detail Page 2"

East line of the Southwest 1/4 of the Southeast 1/4 of Section 20-10-20
N 01°13'53" W 1152.72
(N00°22'W)
(N01°13'56"W)

Unplatted Lands

S 89°53'09" E 101.08'

101.08'

300.00'

300.00'

300.00'

300.00'

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EXHIBIT B

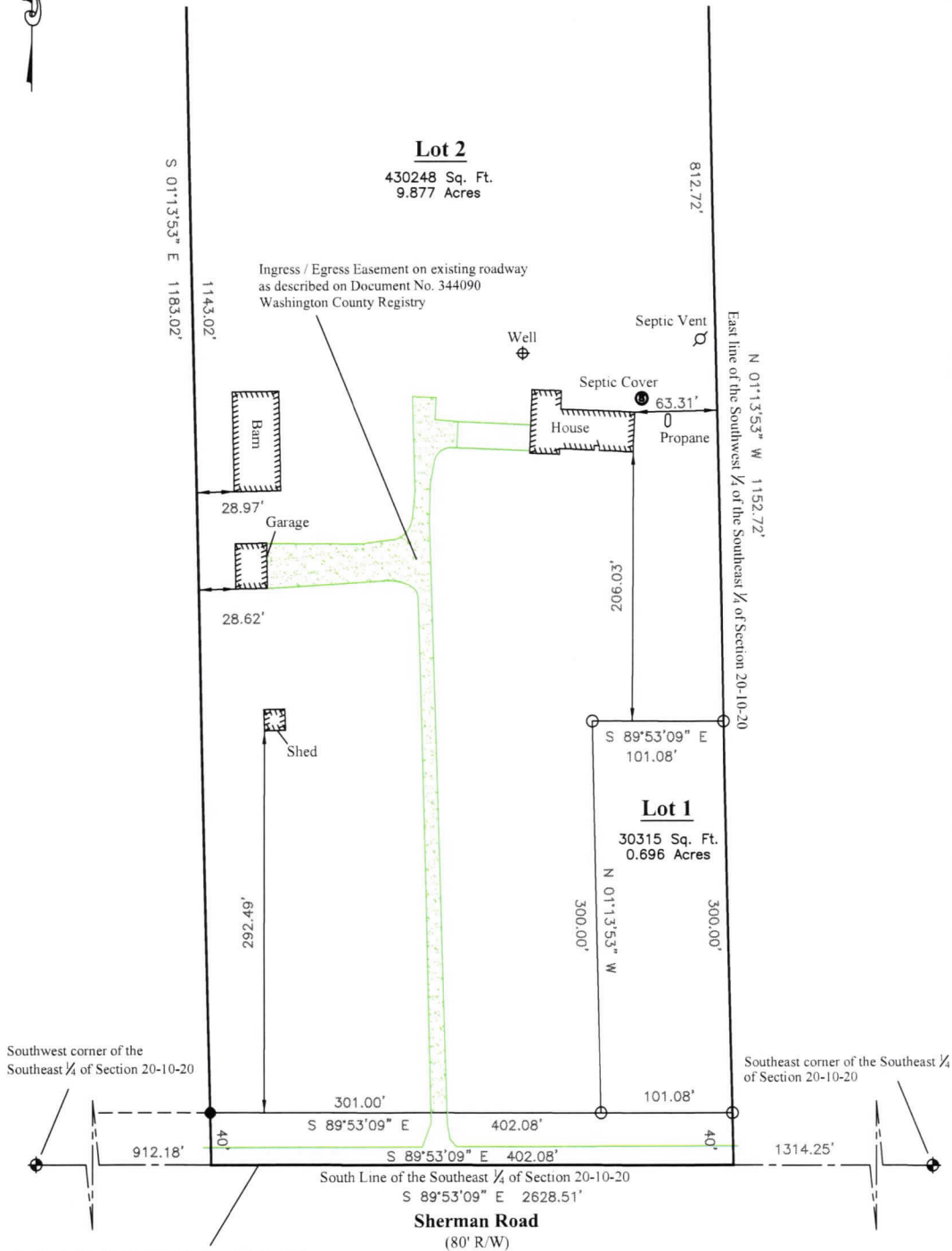
Certified Survey Map No. _____

Scale 1" = 100'

Part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 20, Township 10 North, Range 20 East, Village of Jackson, Washington County, Wisconsin.



Detail



DRAFT Minutes
Board of Public Works Meeting
Tuesday, April 26, 2021 at 7:00 p.m.
Jackson Village Hall
N168 W20733 Main Street

1. Call to Order and Roll Call

Chair Heckendorf called the meeting to order at 7:00 p.m.

Members Present: Tr. Engelhardt, Tr. Lippold, Tr. Matter, Sarah Malchow, Tim Meffert, Steve Schoen, and Gloria Teifke

Staff Present: Administrator Jen Keller, Chief Vossekuil, Administrative Assistant Tiffany Washburn and Clerk Jilline Dobratz

2. Approval of the Board of Public Works Minutes of March 30, 2021

Motion by Gloria Teifke, second by Steve Schoen to approve the Board of Public Works minutes of March 30, 2021.

Vote: 6 ayes, 0 nays. Motion carried.

Tr. Engelhardt arrived at 7:02 p.m. after Item #2.

3. Review of RFP for New Phone System for Village of Jackson Buildings

Presentations of phone systems were given by: A) Brad Otto from P3C Technologies; B) Mark Robinson from TSR Solutions; C) and Luke Brunmeier from PCS

Motion by Chair Heckendorf, second by Tr. Engelhardt to refer Review of RFP for New Phone System for Village of Jackson Buildings to next month's meeting, the three vendors are to provide comparable information to the Board of Public Works, Staff are to create a financial analysis, and a recommendation will be made to the Budget & Finance Committee and Village Board.

Vote: 7 ayes, 0 nays. Motion carried.

4. Utility Exemption Request – Rod & Chantel Massie – N160W19270 Sherman Road – Lot 2

Administrator Keller stated the draft agreement was shared with the property owners.

Motion by Tr. Engelhardt, second by Tim Meffert to recommend Village Board approve existing Utility Exemption – Rod & Chantel Massie – N160W19270 Sherman Road-Lot 2.

Vote: 6 ayes, 1 nay (Steve Schoen). Motion carried.

5. Change Order #2 – Chateau Dr & Hickory Ln Reconstruction Project

Administrator Keller stated this is the revised final amount from January 2021.

Motion by Chair Heckendorf, second by Tim Meffert to recommend Budget & Finance and Village Board approve Change Order #2 – Chateau Dr & Hickory Ln Reconstruction Project in the amount of \$13,378.57.

Vote: 7 ayes, 0 nays. Motion carried.

6. Pay Request #4 – Chateau Dr & Hickory Ln Reconstruction Project

Motion by Sarah Malchow, second by Gloria Teifke to recommend Budget & Finance and Village Board approve Pay Request #4 – Chateau Dr & Hickory Ln Reconstruction Project in the amount of \$42,228.18.

Vote: 7 ayes, 0 nays. Motion carried.

7. Review of Quotes for Well #4 Inspection

Administrator Keller explained the well inspection is done every eight years.

Motion by Chair Heckendorf, second by Sarah Malchow to recommend Budget & Finance and Village Board approve the Quote from Water Well Solutions for Well #4 Inspection in the amount of \$16,850.00.

Vote: 7 ayes, 0 nays. Motion carried.

8. Resolution #21-09 Final Assessment for Hunters Rd and Chateau Dr 2020 Project

Chair Heckendorf clarified this is the closing out of the project and would allow Staff to prepare final assessments for the property owners. Administrator Keller stated the draft resolution language would be amended to include a Public Hearing in June.

Motion by Chair Heckendorf, second by Gloria Teifke to recommend Budget & Finance and Village Board approve the Resolution #21-09 Fine Assessment for Hunters Rd and Chateau Dr 2020 with the amendments made to the Resolution.

Vote: 7 ayes, 0 nays. Motion carried.

9. Resolution #21-10 Intent to Exercise Assessment Police Powers-Willow Ridge Drive

Chair Heckendorf commented a public information meeting was held before this meeting tonight. It will be going out for bid in May with a possible approval in June.

Motion by Chair Heckendorf, second by Tim Meffert to recommend Budget & Finance and Village Board approve Resolution #21-10 Intent to Exercise Assessment Police Powers-Willow Ridge Drive.

Vote: 7 ayes, 0 nays. Motion carried.

10. Update for STH 60 Coffee Connection Train Project

Administrator Keller gave background information on the project.

11. Director of Public Works Report

Motion by Chair Heckendorf, seconded by Gloria Teifke to place the Director of Public Works Report on file.

Vote: 7 ayes, 0 nays. Motion carried.

12. Citizens/Village Staff to Address the Board

None.

13. Adjourn.

Motion by Tr. Engelhardt, second by Tr. Matter to adjourn.

Vote: 7 ayes, 0 nays. Meeting was adjourned at 8:49 p.m.

Respectfully submitted,

Jilline Dobratz, *CMC/WCMC*
Village Clerk