

Agenda

Village Board Meeting

Tuesday, February 10, 2015 at 7:30 p.m.

Jackson Village Hall

N168W20733 Main St

Jackson, WI 53037

1. Call to Order and Roll Call.
2. Pledge of Allegiance.
3. Approval of Minutes for the Village Board Meeting of January 13, 2015.
4. Any Village Citizen Comment on an Agenda Item (Please sign in).
5. Budget & Finance Committee.
 - Review of Water & Sewer Charges for Lot 115 Green Valley.
 - Review of Engineering Proposal – Sidewalk on West Side of Jackson Dr. from Jackson Dr. to Well #6.
 - Pay Request #2 – Digester Improvements Project – Sabel Mechanical, LLC.
 - Sale of Fire Department Equipment and Vehicle.
6. Licenses.
 - Operator Licenses.
Walgreens: Molly Boese
7. Park & Recreation Committee.
 - Request to use Shelter #1 for the Washington County Republican Party Brat Fry, September 13, 2015.
8. Board of Public Works.
 - Review of Storm Water Easement – Laurel Springs Subdivision.
9. Washington County Board Report.
10. West Bend School District Liaison Report.
11. Greater Jackson Business Alliance Report.
12. Mid-Moraine Legislative Committee/Mid-Moraine Municipal Report.
13. Citizens to Address the Village Board.
14. Closed session pursuant to Wis. Stats. § 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The topics are matters relating to the Village-Town Revenue Sharing Agreement and Cooperative Boundary Plan.

Reconvene Into Open Session with Possible Action.
15. 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.

DRAFT MINUTES

Village Board Meeting

Tuesday, January 13, 2015, at 7:30 p.m.

Jackson Village Hall

N168W20733 Main Street

Jackson, WI 53037

1. Call to Order and Roll Call.

President Wendy Kannenberg called the meeting to order at 7:30 p.m.

Members Present: Trustee Kruepke, Trustee Kufahl, Trustee Mittelsteadt, Trustee Lippold, Trustee Olson and Trustee Emmrich (arrived at 7:46 p.m.).

Members Absent: None.

Staff present: John Walther, Brian Kober, Jim Micech, Chief John Skodinski, Chief Jed Dolnick, and Kelly Valentino.

Others present: Attorney St. Peter.

2. Pledge of Allegiance.

President Kannenberg led the assembly in the Pledge of Allegiance.

3. Approval of Minutes for the Village Board Meeting of December 9, 2014.

Motion by Tr. Mittelsteadt, second by Tr. Lippold to approve the minutes of December 9, 2014.

Vote: 6 ayes, 0 nays. Motion carried unanimously.

4. Any Village Citizen Comment on an Agenda Item.

None.

5. Public Hearing – Planned Unit Development Amendment – ABC Supply – Change of Use.

Pres. Kannenberg opened the public hearing. There were no comments. Pres. Kannenberg closed the public hearing. This item came out of the Plan Commission with recommendation, subject to staff comments. Brad Egan was present. He had received staff comments. Motion by Tr. Kufahl, second by Tr. Mittelsteadt to Approve the Planned Unit Development Amendment – ABC Supply – Change of Use, subject to staff comments.

Vote: 6 ayes, 0 nays. Motion carried unanimously.

6. Budget & Finance Committee.

Resolution 15-01, A Resolution Amending the Municipal Bond Schedule.

John Walther read the resolution. Motion by Tr. Olson, second by Tr. Lippold to Approve Resolution 15-01, A Resolution Amending the Municipal Bond Schedule. The Resolution was recommended by the Budget & Finance Committee.

Vote: 6 ayes, 0 nays. Motion carried unanimously.

Resolution 15-02, A Governmental Responsibility Resolution for Runoff Management Grants.

John Walther read the resolution. Motion by Tr. Mittelsteadt, second by Tr. Olson to Approve Resolution 15-02, A Governmental Responsibility Resolution for Runoff Management Grants. The Resolution was recommended by the Budget & Finance Committee.

Vote: 6 ayes, 0 nays. Motion carried unanimously.

7. Licenses.

- **Massage License.**
Charley Horse: Kerry Zimlicka.
Motion by Tr. Olson, second by Tr. Kufahl to Approve Massage License – Kerry Zimlicka.
Vote: 6 ayes, 0 nays. Motion carried unanimously.
- **Operator Licenses.**
Walgreens: Stephanie Wagner.
Motion by Tr. Olson, second by Tr. Kufahl to Deny the Operator License for Stephanie Wagner due to record per Chief Dolnick’s recommendation.
Vote: 6 ayes, 0 nays. Motion carried unanimously.

8. Plan Commission.

Certified Survey Map – Cedar Creek Warehouse – Delaney Court.

Motion by Tr. Kufahl, second by Tr. Kruepke to Approve the Certified Survey Map – Cedar Creek Warehouse – Delaney Court per staff comments. Brad Egan was present and had received staff comments. The item was recommended by the Plan Commission.
Vote: 6 ayes, 0 nays. Motion carried unanimously. The Certified Survey Map was signed and copied.

9. Ordinance 15-01, An Ordinance Amending Chapter 7 of the Municipal Code – Adopting State Statute 947.0125 Unlawful use of Computerized Communication Systems.

John Walther read the Ordinance.

Motion by Tr. Olson to introduce Ordinance 15-01, An Ordinance Amending Chapter 7 of the Municipal Code – Adopting State Statute 947.0125 Unlawful use of Computerized Communication Systems. Second by Tr. Kufahl.

Vote: 6 ayes, 0 nays. Motion carried unanimously.

Motion by Tr. Olson, second by Tr. Lippold to Suspend the Rules and allow one reading of the ordinance.

Vote: 6 ayes, 0 nays. Motion carried unanimously.

Motion by Tr. Olson, second by Tr. Lippold to Approve Ordinance 15-01, An Ordinance Amending Chapter 7 of the Municipal Code – Adopting State Statute 947.0125 Unlawful use of Computerized Communication Systems.

Vote: 6 ayes, 0 nays. Motion carried unanimously.

10. Community Center Park & Recreation Village / Town Agreement Update.

No Report.

11. Washington County Board Report.

John Walther reported that he has been communicating with the County Administrator, Josh Schoemann in regards to the proper protocol to have County Supervisors report at the Village meetings. The County Administrator has begun to formulate a plan for this year. John will meet with Josh very shortly and Josh may come to next month’s meeting.

12. Joint Planning Group Report.

No Report.

13. West Bend School District Liaison Report.

Pres. Kannenberg reported that the construction at Silverbrook and the additions to Green Tree Schools are coming in at \$400,000 under budget. Additionally, the district is \$1.5 Million under budget in health care. Pres. Kannenberg reported that this will go toward the auditorium renovation project, a new school in Jackson and for the district's health reimbursement.

14. Greater Jackson Business Alliance Report.

Tr. Mittelsteadt reported that the next general membership meeting will be on January 21, 2015, at the Community Center. Deb Reinbold of the Economic Development Washington County will present information on the EDWC website and the small business program.

15. Mid-Moraine Legislative Committee / Mid-Moraine Municipal Report.

The next legislative meeting will be on January 14, 2015, here at the Village Hall. The Mid-Moraine Dinner will be in Slinger on January 28, 2015.

16. Citizens to Address the Village Board.

Lee Schlenvot of Port Washington spoke. He is a candidate for the Senate District 20 race. Kelly Valentino spoke. She commented that sponsors and volunteers are needed for Monte Carlo night.

7:46 p.m. Tr. Emmrich arrived.

17. The Village President Announced that the Board intended to convene into Closed session pursuant to Wis. Stats. § 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and Wis. Stats. § 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The topics are matters relating to the Village-Town Revenue Sharing Agreement and Cooperative Boundary Plan.

Reconvene Into Open Session.

Motion by Tr. Olson, second by Tr. Lippold, to convene into closed session at 7:48 p.m. pursuant to Wis. Stats. § 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and Wis. Stats. § 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The topics are matters relating to the Village-Town Revenue Sharing Agreement and Cooperative Boundary Plan. Closed session to include the Village Board, John Walther, Brian Kober, Deanna Boldrey, and Attorney St. Peter.

Vote: 7 ayes, 0 nays. Motion carried unanimously.

The Village Board convened into open session at 8:51 p.m.

18. Adjourn.

Motion by Tr. Mittelsteadt, second by Tr. Emmrich to adjourn at 8:51 p.m.

Vote: 7 ayes, 0 nays. Motion carried unanimously.

Respectfully submitted by Deanna L. Boldrey, Clerk/Treasurer

Brian Kober

From: Dan Rathke [watersuper@villageofjackson.com]
Sent: Thursday, January 15, 2015 2:09 PM
To: Brian Kober
Subject: water usage Lot 115 GV

The water utility investigated a high water usage at Lot 115 Green Valley. 341,000 gallons of water was registered on the water meter. It was noted by the Utilities meter reader of large amount of standing water behind the home and also a hose faucet was running at that time. The utility had replaced the water meter and tested it for accuracy. We did three tests on the meter.

15 GPM = 99.9%

2 GPM = 126%

¼ GPM = 93%

The meter failed the test according to the AWWA standards due to the fact the meter ran fast at the 2 GPM test. The limits for the test is 98.5% to 101.5%. According to PSC we should credit the overage to the homeowner.

PSC 185.77 Complaint tests. Each utility shall promptly make an accuracy test without charge of any metering installation upon request of the customer if 24 months or more have elapsed since the last complaint test of the meter in the same location. If less than 24 months have elapsed, an amount equal to one-half the estimated cost of the meter test shall be advanced to the utility by the customer. Said amount shall be refunded if the test shows the meter to be over registering by more than 2 percent. A report giving the results of such test shall be made to the customer and a complete original test record shall be kept on file in the office of the utility. Upon request, the test shall be made in the presence of the customer during normal business hours. (See also s. [PSC 185.35](#), Adjustment of bills.)

History: Cr. [Register, January, 1997, No. 493](#), eff. 2-1-97.

I would recommend we would adjust the water bill 25% of the 341,000 consumption which would be 86,000 gallons.

Utility Inventory - VILLAGE OF JACKSON
File Maintain Process Reports Setup Help

Update Meters

Setup Test Data History Memo

Meter Serial Nbr: 50613454

Date Tested	AS FOUND			AS LEFT			Reason	By Whom
	Light	Peak	Heavy	Light	Peak	Heavy		
1/15/2015	0.00	0.00	0.00	93.00	126.00	99.90	Complaint	Bob
1/01/2000	96.80	100.10	99.40	96.50	97.80	99.60	N/A	Dan

Insert Change Delete Print

OK Cancel Record will be Changed

Browsing Records

Wisconsin... Workhorse... Utility Bill... Utility Inva... Microsoft E... Inbox - Mic... water usag... water com... 2:04 PM 1/15/2015

Account Nbr: Customer Name: HAEUSER, SANDY
 Service Address:
 PSC Classification: Residential

Meter Nbr: 78510003 Rate Type: 3/4" METER Install Date: 1/09/2015
 Route/Seq Nbr: 80-1700 Location: Pressure Zone Cd: 00
 ROM Serial Nbr: ROM Install Date:
 Register ID: 78510003

Utilities: SEWER WATER

Memos: 1st: HIGH USAGE 12/26/14 ADJ. PER BRIAN BY 86,000 GAL.
 2nd:
 3rd:

<u>Read Date</u>	<u>Reading</u>	<u>Consumption</u>	<u>Comment</u>
1/09/2015	0	0	New Meter
1/09/2015	514000	2000	METER CHG OUT
12/26/2014	512000	341000	Remote Reading
10/01/2014	171000	11000	Remote Reading
6/27/2014	160000	6000	Remote Reading
3/31/2014	154000	9000	Remote Reading
12/27/2013	145000	14000	Remote Reading
9/26/2013	131000	11000	Remote Reading
7/01/2013	120000	5000	Remote Reading
3/26/2013	115000	4000	Remote Reading
12/27/2012	111000	9000	Remote Reading
9/27/2012	102000	11000	Remote Reading
7/02/2012	91000	16000	Remote Reading
4/02/2012	75000	16000	Remote Reading
12/28/2011	59000	16000	Remote Reading
9/30/2011	43000	10000	Remote Reading
6/28/2011	33000	7000	Remote Reading
4/05/2011	26000	6000	Remote Reading
12/22/2010	20000	5000	Remote Reading
10/04/2010	15000	7000	Remote Reading
6/29/2010	8000	7000	Remote Reading
3/29/2010	1000	1000	Remote Reading
3/01/2010	0	0	New Meter
3/01/2010	252000	10000	METER CHANGE
12/28/2009	242000	23000	Remote Reading
9/28/2009	219000	12000	Remote Reading
6/26/2009	207000	13000	Remote Reading
3/30/2009	194000	6000	Remote Reading
1/05/2009	188000	7000	Remote Reading
9/30/2008	181000	8000	Remote Reading

1/23/2015 11:35 AM

Account History - Detail
ALL Transactions - ALL Utilities

Page: 1
UTIL

Post Date: From: 1/01/2014
Thru: 1/23/2015

Account Nbr: From:
Thru:

Group Cd: From:
Thru:

Account Nbr:	Name:				<u>Running Balance</u>
	12/31/2013 - Balance:				65.44
Post Date:	1/06/2014	Trans Date:	1/06/2014	Type: Late Charge	
Trans ID:					
				<u>Utility</u>	<u>Amount</u>
				FIRE PROTECT	0.09
				SEWER	0.38
				WATER	0.18
					66.09
Post Date:	1/06/2014	Trans Date:	1/06/2014	Type: Cash Receipt	
Trans ID:	139669				
				<u>Utility</u>	<u>Amount</u>
				FIRE PROTECT	-10.71
				SEWER	-43.22
				WATER	-21.07
					-8.91
Post Date:	1/13/2014	Trans Date:	1/15/2014	Type: Bill	
Trans ID:					
				<u>Utility</u>	<u>Amount</u>
				FIRE PROTECT	24.45
				SEWER	111.48
				WATER	54.60
					181.62
Post Date:	2/06/2014	Trans Date:	2/06/2014	Type: Late Charge	
Trans ID:					
				<u>Utility</u>	<u>Amount</u>
				FIRE PROTECT	0.23
				SEWER	1.06
				WATER	0.52
					183.43
Post Date:	2/19/2014	Trans Date:	2/19/2014	Type: Cash Receipt	
Trans ID:	142463				
				<u>Utility</u>	<u>Amount</u>
				FIRE PROTECT	-9.57
				SEWER	-43.91
				WATER	-21.52
					108.43
Post Date:	3/03/2014	Trans Date:	3/03/2014	Type: Cash Receipt	
Trans ID:	142735				
				<u>Utility</u>	<u>Amount</u>
				FIRE PROTECT	-10.01
				SEWER	-45.92
				WATER	-22.50
					30.00
Post Date:	3/06/2014	Trans Date:	3/06/2014	Type: Late Charge	
Trans ID:					
				<u>Utility</u>	<u>Amount</u>
				FIRE PROTECT	0.04
				SEWER	0.18
				WATER	0.09
					30.31
Post Date:	3/17/2014	Trans Date:	3/17/2014	Type: Cash Receipt	
Trans ID:	143064				
				<u>Utility</u>	<u>Amount</u>
				FIRE PROTECT	-5.11

1/23/2015 11:35 AM

Account History - Detail
ALL Transactions - ALL Utilities

Page: 2
UTIL

Post Date: From: 1/01/2014 Account Nbr: From: Group Cd: From:
Thru: 1/23/2015 Thru: Thru:

			SEWER	-23.42	
			WATER	-11.47	-9.69
Post Date:	4/09/2014	Trans Date:	4/15/2014	Type:	Bill
Trans ID:			<u>Utility</u>	<u>Amount</u>	
			FIRE PROTECT	24.45	
			SEWER	87.73	
			WATER	42.60	145.09
Post Date:	5/08/2014	Trans Date:	5/08/2014	Type:	Late Charge
Trans ID:			<u>Utility</u>	<u>Amount</u>	
			FIRE PROTECT	0.23	
			SEWER	0.82	
			WATER	0.40	146.54
Post Date:	6/05/2014	Trans Date:	6/05/2014	Type:	Cash Receipt
Trans ID:	146408		<u>Utility</u>	<u>Amount</u>	
			FIRE PROTECT	-24.79	
			SEWER	-87.67	
			WATER	-42.54	-8.46
Post Date:	6/05/2014	Trans Date:	6/09/2014	Type:	Late Charge
Trans ID:			<u>Utility</u>	<u>Amount</u>	
			FIRE PROTECT	0.23	
			SEWER	0.83	
			WATER	0.40	-7.00
Post Date:	7/08/2014	Trans Date:	7/15/2014	Type:	Bill
Trans ID:			<u>Utility</u>	<u>Amount</u>	
			FIRE PROTECT	24.45	
			SEWER	73.48	
			WATER	35.40	126.33
Post Date:	8/06/2014	Trans Date:	8/06/2014	Type:	Late Charge
Trans ID:			<u>Utility</u>	<u>Amount</u>	
			FIRE PROTECT	0.23	
			SEWER	0.70	
			WATER	0.33	127.59
Post Date:	9/04/2014	Trans Date:	9/04/2014	Type:	Cash Receipt
Trans ID:	149937		<u>Utility</u>	<u>Amount</u>	
			FIRE PROTECT	-24.01	
			SEWER	-71.54	
			WATER	-34.45	-2.41
Post Date:	10/07/2014	Trans Date:	10/15/2014	Type:	Bill
Trans ID:			<u>Utility</u>	<u>Amount</u>	
			FIRE PROTECT	24.45	

1/23/2015 11:35 AM

Account History - Detail
ALL Transactions - ALL Utilities

Page: 3
UTIL

Post Date: From: 1/01/2014 Account Nbr: From: Group Cd: From:
Thru: 1/23/2015 Thru: Thru:

		SEWER	97.23	
		WATER	47.40	166.67
Post Date:	11/06/2014	Trans Date:	11/06/2014	Type: Late Charge
Trans ID:		<u>Utility</u>	<u>Amount</u>	
		FIRE PROTECT	0.24	
		SEWER	0.96	
		WATER	0.47	168.34
Post Date:	11/24/2014	Trans Date:	11/24/2014	Type: Cash Receipt
Trans ID:	153314	<u>Utility</u>	<u>Amount</u>	
		FIRE PROTECT	-24.48	
		SEWER	-97.82	
		WATER	-47.70	-1.66
Post Date:	1/08/2015	Trans Date:	1/15/2015	Type: Bill
Trans ID:		<u>Utility</u>	<u>Amount</u>	
		FIRE PROTECT	24.45	
		SEWER	1,664.73	
		WATER	693.23	2,380.75
Post Date:	1/19/2015	Trans Date:	1/16/2015	Type: Adjustment
	Description: Balance adjustment-ADJ. 86,000 GAL			
Trans ID:	ADJ.HIGH BIL	<u>Utility</u>	<u>Amount</u>	
		SEWER	-408.50	
		WATER	-165.98	1,806.27
				<hr/>
		Ending Balance:		1,806.27

Your Message or Supplied Logo Imprinted in this area

Handy Tips To Conserve Water

- Take shorter showers
- Only do full loads of wash
- Run dishwasher when fully loaded
- Water lawn & garden early A.M.

**Water costs money...
don't waste it!**

A dripping faucet or fixture can waste 3 gallons a day...a total of 1095 gallons a year.

	U.S. Equivalent	Metric Equivalent
Fluid oz.	8 fl. drams (1.804 cu. inches)	29.573 milliliters
Pint	16 fl. oz. (28.875 cu. inches)	0.473 liter
Quart	2 pints (57.75 cu. inches)	0.946 liter
Gallon	4 quarts (231 cu. inches)	3.785 liters

Waste per quarter at 60 psi water pressure

Diameter of stream	Gallons	Cubic Feet	Cubic Meters
 1/4"	1,181,500	158,000	4,475
 3/16"	666,000	89,031	2,521
 1/8"	296,000	39,400	1,115
 1/16"	74,000	9,850	280

↑ A continuous leak from a hole this size would, over a three month period, waste water in the amounts shown above.

January 24, 2015

Director of Public Works, Village of Jackson, WI:

I am writing you in regards to an issue with an alleged water usage issue on my property at N168W21700 Main St Lot 115, Jackson, WI 53037.

I received a voice message from Dan Rathke the morning of Monday December 29, 2014 requesting I call him back. I called Dan back minutes later & Dan stated: There had been over 300,000 thousand gallons of water that registered on my water meter when it was read on Friday December 26, 2014 & I will be receiving a water bill of approximately \$2500.00. Dan said the guy that read the water meter told Dan when he checked the water meter & saw it was 300,000 thousand gallons of water he looked to see what it could've been & checked the water spicket toward the back part of the house had been turned on & he turned it off. Dan also said, he was told by the guy that read my water meter that several neighbor's yards were flooded & he was surprised none of the neighbors said or reported anything. The guy that read the meter allegedly told Dan the water in my yard was over the top of his boots. I said the guy never stopped at my house to let me know of this issue & I was not notified from the front office which they are very much aware of all issues that occur in the mobile park. I also said this doesn't make sense since I never heard water running & I had been outside within the past couple weeks to make sure heat tapes were working & there was no water that was seen or heard at that time.

After getting off phone with Dan, I called my daughter Jamie that lives with me & told her of the situation. Jamie said no one stopped by Friday or left a note stating there was flooding in our yard or anyone else's. Jamie went outside to see if there was any flooding or standing water & stated there was none.

Tuesday December 30, 2014 I called Dan Rathke & told him of my daughter's findings & asked Dan to check water meter again just to make sure the meter is not in excess. Dan called me back toward the end of the week to let me know it was ok. I then requested a new water meter to be installed since something didn't make sense with this situation. Friday January 9, 2015 Dale (the guy that read the water meter) came to install a new meter. Dale stated he will take the water meter he disconnected back to the dept to have it checked. Dale also stated that he was the guy that read the water meter & found the spicket turned on & turned it off. I said there couldn't have been water coming out of the spicket due to there's a hose attached to the spicket with a nozel on the end that was turned off. Dale stated there was flooding & the water over his boots.

I had asked if he had any pictures or evidence & he said no because they aren't allowed to carry their phones on them so he leaves it in the vehicle. I said this is a serious situation not to have any evidence of. I also said my daughter was home & neighbors & asked why he didn't let someone know. I told him the first I found out about this was Monday December 29, 2014 from a phone call from Dan R. I also said I spoke with neighbor's & no one saw flooding or

excessive water at any time. I also talked to Terri P. (Office Manager) at Green Valley & she also said no one reported any flooding which is **very unusual** if there's an issue at Green Valley Mobile Park. Terri first found out from a phone call also on Monday December 29, 2014. Dale stated he didn't know what to tell me.

I received a voice message from Dan Rathke stating: The water meter was put on their Test Bench for accuracy and the meter was found to be running fast. Dan said to deduct \$572.82 from my water bill.

I received my water bill which shows \$693.23 water charge & \$1664.76 sewer charge. This also doesn't make sense due to if the water allegedly came from spicket, why would sewer usage be 2 ½ times more.

I spoke to Brian Kober on Friday January 23, 2015 & had asked to have this issue put on the agenda for Tuesday January 27, 2015 meeting.

I'm hoping this issue can be resolved in a timely matter.

Sincerely,
Sandra L Haeuser

January 19, 2015

Village of Jackson
N168 W20733 Main Street
Jackson, WI 53037

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

Subject: Proposal for Engineering Services
Jackson Drive sidewalk

Dear Mr. Kober:

Thank you for the opportunity to work with you in providing engineering services for the addition of sidewalk along the west side of Jackson Drive. We look forward to maintaining our good working relationship with you by providing quality and efficient service that the Village can expect when working with Gremmer & Associates. The following is Gremmer & Associates' proposal to provide engineering services for the proposed project. Hereinafter, the Village of Jackson will be referred to as the OWNER and Gremmer & Associates, Inc. as the CONSULTANT.

SCOPE OF WORK

Scope of the project consists of survey and design for the addition of new sidewalk along the west side of Jackson Drive from Main Street to Cranberry Creek Lane. The ENGINEER will provide the following services. Items of work not specifically mentioned below shall be considered additional services.

1. Topographic and utility survey of the west side of Jackson Drive (from back of curb to approximately 10' beyond right-of-way) from Main Street to Cranberry Creek Lane.
2. Assist the Village in conducting one public information meeting, including preparation of meeting exhibits and handouts and attendance at the meeting.
3. Preliminary and final design/plans for the new sidewalk.
4. Provide specifications and contract documents for the Village's use in bidding the project.
5. Meet with Village of Jackson engineering staff as necessary throughout the project.

OWNER'S RESPONSIBILITY

1. Review and approval of preliminary and final plans.
2. Payment of any governmental review fees.
3. Advertisement, bidding and contract document copying and distribution.

ADDITIONAL SERVICES

1. Wetland delineation.
2. DNR and/or US Army Corps of Engineers permitting/coordination.
3. Preparation of any easement or right-of-way documents/descriptions.
4. Construction staking, construction observation, or construction assistance.

COMPENSATION

ENGINEER’S lump sum fee to complete the work, as listed in the Scope of Work section of this document, is \$15,894.

ENGINEER’S fee to complete any construction staking, construction observation, or construction assistance will be billed on a time and materials basis in accordance with the attached Professional Services Fee Schedule, dated May 1, 2014 and labeled Exhibit A.

The CONSULTANT shall prepare monthly invoices based upon services provided during the billing cycle. Invoices shall be paid by the OWNER within 30 days of OWNER’S receipt of said invoice.

Additional services, at the request of the OWNER, will be billed according to the attached Professional Services Fee Schedule, dated May 1, 2014, and labeled Exhibit A.

GENERAL TERMS & CONDITIONS

CONSULTANT services will be performed in accordance with the attached General Terms and Conditions, dated May 1, 2014, and labeled Exhibit B.

AUTHORIZATION AND TIMING

The receipt of a signed copy of the Agreement shall be considered as authorization to proceed with the services described.

Thank you again for the opportunity to propose on the subject project. If you have any questions or comments, please contact me at (920) 924-5720.

Sincerely,

Thomas L. Lanser
President
Gremmer & Associates, Inc.

If this proposal is acceptable, please sign below and return one copy to me for our files.

For the OWNER: Village of Jackson

Name

Date

Title



Exhibit A



PROFESSIONAL SERVICES FEE SCHEDULE

May 1, 2014 to April 30, 2015

Project Manager.....	\$120.00/hour
Project Engineer.....	\$105.00/hour
Senior Designer / Civil Engineer IV.....	\$93.00/hour
Registered Land Surveyor / Survey Crew Chief.....	\$89.00/hour
One-man Survey Crew with GPS.....	\$120.00/hour
Civil Engineer III / Engineering Specialist IV.....	\$85.00/hour
Civil Engineer II / Engineering Specialist III.....	\$76.00/hour
Civil Engineer I / Engineering Specialist II.....	\$69.00/hour
Engineering Specialist I / Civil Engineering Technician III.....	\$64.00/hour
Civil Engineering Technician II.....	\$58.00/hour
Civil Engineering Technician I.....	\$52.00/hour
Office Services.....	\$48.00/hour
Mileage.....	Current IRS rate
Meals, lodging, air travel, telephone, supplies, postage.....	At Cost
Printing Services (In-house)	
Photocopies (black & white).....	\$0.10/impression
Photocopies (color).....	\$0.25/impression
Large Format Plots (black & white).....	\$1.00/S.F.
Large Format Plots (color).....	\$2.00/S.F.
Mylar.....	\$2.00/S.F.
Printing Services (Outside Service).....	At Cost
Expert Witness.....	\$200.00/hour

Note: Office Services, Civil Engineering Technician, and Engineering Specialist are paid time and one-half their actual wage for overtime. The respective billed rate will be approximately 17% higher than the published rate to account for the overtime rate.



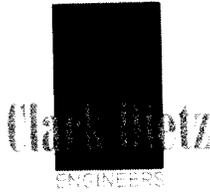
GENERAL TERMS AND CONDITIONS

May 1, 2014 to April 30, 2015

1. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. As the project progresses, facts uncovered may reveal a change in direction, which may alter the scope. Gremmer & Associates, Inc., will promptly inform the Owner in writing of such situations so that changes in this agreement can be negotiated as required. In the event the Owner orders additional work to be performed and a written instrument is not executed by both parties, the Owner shall be responsible for all costs associated with the additional work.
2. Costs and schedule commitments shall be subject to renegotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require renegotiation of this agreement.
3. Payment is due to Gremmer & Associates, Inc., upon 30 days of receipt of the invoice for professional services rendered. Failure to make any payment when due is a breach of this Agreement and will entitle Gremmer & Associates, Inc., at its option, to suspend or terminate the Agreement and the provisions of the Scope of Work. Interest of 1.5 percent per month (18 percent per annum) will accrue on accounts overdue by 30 days.
4. The Owner shall make available to Gremmer & Associates, Inc., all relevant information or data pertaining to the project which is required to perform the Scope of Work.
5. Gremmer & Associates, Inc., will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the services at the time and the location in which the services were performed.
6. Gremmer & Associates, Inc., will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
General Aggregate	\$2,000,000
Operations / Injury	\$1,000,000
Automobile Liability	
Liability / Injury	\$1,000,000
Property Damage	Value or Repair
Professional Liability Insurance	\$1,000,000
Umbrella Liability Insurance	\$2,000,000

7. Termination of the agreement by the Owner or Gremmer & Associates, Inc., shall be effective upon seven (7) days written notice to the other party. The written notice shall include the reasons and details for termination. Gremmer & Associates, Inc., will prepare a final invoice showing all charges incurred through the date of termination. The Owner agrees to pay Gremmer & Associates, Inc., for the services performed to the date of termination.
8. Gremmer & Associates, Inc., intends to serve as the Owner's professional representative for those services as defined in this agreement and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals, and other decisions made by Gremmer & Associates, Inc., for the owner are rendered on the basis of experience and qualifications and represent our professional judgment. The Owner recognizes that Gremmer & Associates, Inc., does not have control over the costs of labor, materials or equipment, or over competitive bidding methods. Accordingly, Gremmer & Associates, Inc., does not make any commitment or assume any duty to assure that bids or negotiated prices will not vary from any cost opinions prepared by Gremmer & Associates, Inc.
9. This agreement shall not be construed as giving Gremmer & Associates, Inc., the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by contractor or subcontractors, or the safety precautions and programs incident to the work of the contractors or subcontractors.
10. The Owner releases Gremmer & Associates, Inc., from any liability and agrees to defend, indemnify and hold Gremmer & Associates, Inc., harmless from any and all claims, damages, losses, and/or expenses, direct or indirect, or consequential damages, including but not limited to attorney's fees and charges, and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the services, except liability arising from the negligence of Gremmer & Associates, Inc.



LETTER OF TRANSMITTAL

Project Name: Digester Improvements Project
Project Number: J0420040
Date: January 12, 2015

To: Brian Kober, P.E.
Village of Jackson
N168 W20733 Main Street
Jackson, WI 53037

Item	Quantity	Date	Description
1	2	12/30/14	Pay Request #2

Purpose:

<input type="checkbox"/> For your approval	<input type="checkbox"/> Return of submittal
<input type="checkbox"/> For your information	<input type="checkbox"/> No Exception Taken
<input type="checkbox"/> For your review and comment	<input type="checkbox"/> Rejected
<input type="checkbox"/> As you requested	<input type="checkbox"/> Submit Specified Item
<input checked="" type="checkbox"/> Original Copies	<input type="checkbox"/> Make Corrections Noted
<input checked="" type="checkbox"/> For your signature	<input type="checkbox"/> Revise and Resubmit
<input type="checkbox"/> For your quotation	<input type="checkbox"/>

Remarks:

Please find enclosed the aforementioned documents. The Pay Request is ready for your review and payment. If you have any questions, please give me a call at (262) 657-1550.

Signed: 
Gregory J. Droessler, P.E.

Copies:



January 12, 2015

Mr. Brian Kober, P.E.
Village of Jackson
N168 W20733 Main Street
Jackson, WI 53037

Re: Digester Improvements Project

Dear Mr. Kober:

Clark Dietz, Inc. has reviewed the second pay request from Sabel Mechanical, LLC for the Digester Improvements Project currently underway at the wastewater treatment plant. The total amount requested on this draw is \$43,226.48 for the following work completed:

- Delivery of the process piping to the contractor.
- Delivery and partial installation of the digester pump control panels.

Less the 5% retainage, Sabel is requesting a payment of \$41,065.16. At this time Clark Dietz, Inc. takes no exceptions to their request and recommends payment by the Village. It should be noted that no trailing partial lien waiver was provided with this application as the previous payment was for the bonds and insurance only.

Sincerely,
Clark Dietz, Inc.

A handwritten signature in black ink, appearing to read "Gregory J. Droessler", is written over a white background.

Gregory J. Droessler, P.E.
Project Manager

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Village of Jackson N168 W20733 Main Street Jackson, WI 53037 FROM CONTRACTOR: Sabel Mechanical LLC N7295 Winnebago Drive Fond du Lac, WI 54935 CONTRACT FOR: Digester Improvements	PROJECT: Village of Jackson WWTP Digester Improvements Jackson, WI 53037 VIA ARCHITECT: Clark Deitz, Inc 5017 Green Bay Road Suite 126 Kenosha, WI 53144	APPLICATION #: 1010-2 PERIOD TO: 12/30/14 PROJECT NOS: CONTRACT DATE: 08/01/14	Distribution to: <input type="checkbox"/> Owner <input type="checkbox"/> Const. Mgr <input checked="" type="checkbox"/> Architect <input type="checkbox"/> Contractor
---	--	---	--

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM-----	\$	367,900.00
2. Net change by Change Orders-----	\$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	367,900.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		58,673.10
5. RETAINAGE:		
a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	2,933.66
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----)	\$	2,933.66
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	55,739.45
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----		
	\$	14,674.29
8. CURRENT PAYMENT DUE-----	\$	41,065.16
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	312,160.56

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

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

CONTRACTOR:
 By: Debra Van Pelt Date: 12/30/14

State of: _____
 County of: _____
 Subscribed and sworn to before
 me this _____ day of _____

Notary Public: _____
 My Commission expires: _____

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ----- \$ _____
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
 By: _____ Date: _____

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

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1010-2

PROJECT:

APPLICATION DATE: 08/19/14

Village of Jackson WWTP

PERIOD TO: 30-Dec-14

Digester Improvements

ARCHITECT'S PROJECT NO:

Jackson, WI 53037

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			D From Previous Application (D + E)	E This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	General Contract work	29,317.00	15,446.62	1,989.00		17,435.62	59%	11,881.38	871.78
2	General Demolition Work	13,060.00						13,060.00	
3	Painting Work	14,880.00						14,880.00	
4	Process Piping	47,544.00		19,237.48		19,237.48	40%	28,306.52	961.87
5	Electrical Work	33,659.00		22,000.00		22,000.00	65%	11,659.00	1,100.00
6	Digester Mxing Equipment	114,000.00						114,000.00	
7	Digester Covers	55,440.00						55,440.00	
8	Allowance	20,000.00						20,000.00	
9	Digester Inspection	40,000.00						40,000.00	
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
SUBTOTALS PAGE 2		367,900.00	15,446.62	43,226.48		58,673.10	16%	309,226.90	2,933.66



03/28/2014 PM 10:18



03/27/2014 AM 12:13

03/27/2014 AM 12:13





KELEE ERDS
1-800-229-4370

03/28/2014 PM 10:17



03/28/2014 PM 10:00



03/27/2014 AM 12:20



DRAFT MINUTES

Board of Public Works Meeting

Tuesday, January 27, 2015 – 7:00 P.M.

Jackson Village Hall

N168W20733 Main Street

1. Call to Order and Roll Call.

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

Members present: Tr. Jack Lippold, Tr. Scott Mittelsteadt, Brian Heckendorf, Linda Granec, and Corinne Benson.

Members excused: Scott Thielmann.

Village Trustees present: John Kruepke

Staff present: Brian Kober and John Walther.

2. Approval of Minutes for November 25, 2014, meeting.

Motion by Corinne Benson, second by Tr. Lippold to approve the minutes of the November 25, 2014, Board of Public Works meeting.

Vote: 6 ayes, 0 nays. Motion carried unanimously.

3. Review of Water and Sewer Charges for Lot 115 Green Valley.

Director of Public Works, Brian Kober, presented information on the item. A leak was found from her property. It was noted that the meter was found to be running fast and the account was credited for that amount. Sandra Haeuser read her letter and showed pictures. Brian Kober presented the solution of a total payment of \$638.73; \$527.25 for water and \$111.48 for sewer.

Motion by Tr. Mittelsteadt, second by Corinne Benson to Recommend the Water and Sewer Charge for Lot 115 Green Valley adjust to the amount of \$638.72; \$527.25 for water and \$111.48 for sewer and for staff to work with the resident on a payment plan.

Vote: 6 ayes, 0 nays. Motion carried unanimously.

4. Review of Jackson Roof Audit Report – Andrew Bath, Garland Co.

Brian Kober introduced Andrew Bath and Tom McIntosh from the Garland Co. Andrew did state that the \$158,870 quote for the Village Hall roof does include removal and disposal of the antenna. The agenda item was a presentation on the report and for information only.

5. Review of Storm Water Easement – Laurel Springs Subdivision.

Brian Kober presented information on the item. Nancy Washburn from Bielinski homes was in attendance. This is along the south property lines of Laurel Springs Subdivision, between Westfield Subdivision and Spring Ridge Dr. There were some drainage problems. The Village will be named in the easement to order repair if there are drainage problems. Motion by Tr. Mittelsteadt, second by Linda Granec to recommend approval of the storm water easement – Laurel Springs Subdivision.

Vote: 6 ayes, 0 nays. Motion carried unanimously.

6. Review of Engineering Proposal – Sidewalk on West Side of Jackson Dr. from Jackson Dr. to Well #6.

Brian Kober presented information on the item. This represents the area of West Side of Jackson Drive from Main Street to Cranberry Creek Lane. This is the engineering proposal. He commented that there will be informal information meeting for all parties involved with the

project. The total engineering sum would be \$15,894 which would be special assessed back to the project. Probably in spring a special assessment area will be discussed. The project will be released in June after school is out; and then completed before school starts. Motion by Brian Heckendorf, second by Tr. Mittelsteadt to recommend the Engineering Proposal from Gremmer & Associates for the Sidewalk on the West Side of Jackson Dr. in an amount not to exceed \$15,894.

Vote: 6 ayes, 0 nays. Motion carried unanimously.

7. Pay Request #2 – Digester Improvements Project – Sabel Mechanical, LLC.

Brian Kober presented information and pictures on the item. He commented that the last time the digester was emptied may have been 20 years ago. Motion by Tr. Olson, second by Corinne Benson to recommend approval of Pay Request #2 – Digester Improvements Project – Sabel Mechanical, LLC in an amount of \$41,065.16.

Vote: 6 ayes, 0 nays. Motion carried unanimously.

8. Jackson Trail Project – Ridgeway Drive to Eagle Drive - Update.

Brian Kober presented information on the item. He commented that he met with the DNR and has been trying to convince the DNR that this is not navigable water way. It is the difference of the bed of the ditch line compared to the material of the bank. Brian commented that he is waiting for the DNR to answer back. The item was for information only.

9. Jackson Water Distribution System Extension – Certificate of Substantial Completion No. 1.

Brian Kober presented information on the item. Neil Palmer was present. Brian pointed out the punch list document. Access to every valve was achieved. He noted the smart flushing station along Division Road (CTH G). Power will be completed this week. He commented that telemetry will be completed with a repeater on the white tower next week. Brian commented that the temperature of the water is around 40 degrees, so the proper chlorine residual level is being maintained without flushing. Brian continued that the as-built drawings and punch list items need to be completed. Legal counsel will need to review prior to Village Board approval. There will be a second resolution of completion. Tr. Olson commented he is not inclined to approve at this time as the Town is in violation of the agreement. Tr. Lippold commented that he agreed with Tr. Olson and we should consult with Counsel prior making a motion. Neil Palmer clarified that this is on the agenda for recognition of operation of the system. Motion by Tr. Olson, second by Corinne Benson to refer the item to the next Board of Public Works meeting. Vote: 6 ayes, 0 nays. Motion carried unanimously.

10. Director of Public Works Report.

Brian Kober reviewed the Public Works Report.

Motion by Brian Heckendorf, second by Linda Granec to place the report on file.

Vote: 6 ayes, 0 nays. Motion carried unanimously.

11. Citizens/Village Staff to address the Board.

No Comments.

12. Adjourn.

Motion by Tr. Lippold, second by Corinne Benson to adjourn at 8:50 p.m.

Vote: 5 ayes, 0 nays. Motion carried unanimously.

Respectfully submitted by: Deanna L. Boldrey

February 4, 2015

Deanna,

Please place the following item(s) on the B & F and VB Agenda's for February.

Sale of Old Equipment & Vehicle

Thanks,

John

MEMO:

To: Budget & Finance and Village Board Members
From: Chief Skodinski
Date: February 4, 2015
Re: Sale of Old Equipment & Vehicle

The Jackson FD is looking for approval to sell several pieces of old equipment. The EMS equipment is no longer being used by the JFD as we have changed our patient movement protocols that before required this equipment for patient immobilization and movement. The 5-minute SCBA bottles are no longer needed as the JFD no longer functions as a "Confined Space Rescue Team".

The equipment the JFD would like to advertise for sale is equipment listed below:

2	Metal Scoop Stretchers	2	5-minute air packs
3	Long Boards	2	100 foot air hoses
5	Bashaws	1	air manifold
3	KED's		
6	CID's		
2	Spider Straps		

The JFD would also like to list the Buick with Sweeney's Auction Service in Ripon, the JFD has used their services before with surprising results in the amount of money we received from previous sales.

Any funds received from the equipment will be placed into this year's equipment fund to purchase new equipment. Funds received from the Buick will be placed in the apparatus reserve account.

Chief John Skodinski

Operator's License Application:

NAME

BUSINESS

POLICE CHIEF
RECOMMENDATION

Molly Boese

Walgreen's

Approval

N165 W20330 Hickory Lane, Jackson, WI 53037 (262) 677-9665

FACILITY REQUESTED: Shelter #1
(i.e.: Jackson Park - Shelter #1 or Hickory Lane Park - Volleyball Court #1)

DAY & DATE FACILITY REQUESTED: Sunday Sept. 13, 2015

NAME: Mark Wildauer HOME PHONE #: () - - - - 8

DATE OF BIRTH (required): / / EMAIL: _____

ADDRESS: W210 N16480 Dangle Ct CELL PHONE #: () - - - -

EMERGENCY CONTACT: Heid Wildauer PHONE #: () - - - -

TYPE OF ACTIVITY: Family/Friend Picnic Gathering Business/Organization Function

Event or Sport Event with no charge or sales of any kind - (define activity)

Fundraising Event or Sport Event with a charge - (define activity) Non Profit - Washington County Republican Party Brat Fry
(**REQUIRES PRE-APPROVAL
Note Park Rule #17: Only non-profit, public service organizations, with prior approval from the Jackson Jt. Parks & Recreation Committee and Jackson Village Board, are permitted to use the parks for sales, raffles, or other fund raising activities (this includes sport tournaments). As per Section III - d. Jackson Park & Hickory Lane Park Concession Stands are rentable only "for eligible, nonprofit groups services which are to be contracted out through the Jackson Joint Parks & Recreation Dept. with profit sharing".)

HOURS OF USE: 12pm - 8pm NUMBER OF PARTICIPANTS: _____

PROFIT: _____ *NONPROFIT: Yes ID # ADULT. CHARGED: YES _____ NO _____

*NONPROFIT GROUPS: must provide a copy of the letter showing not for profit status
\$75.00 Deposit (One Check for Deposit Amount & One Check for Rental Amount) Per Facility, Field or Court
(\$75.00 per Facility/Grounds/Court will be refunded if areas are properly cleaned and secured after event)

FULL PAYMENT TO INCLUDE DEPOSIT & FEE MUST BE RECEIVED TO CONFIRM RESERVATION - ALONG WITH THIS FORM COMPLETELY FILLED OUT!

The undersigned accepts full responsibility for the conduct of the above group while on Village property and agrees to indemnify and save harmless the Village of Jackson from any and all liability which might be occasioned to said Village by virtue of granting the permission in this application. If you need to contact the Village on the day of your event, 1st call Russ Krueger (414) 640-7951 -and 2nd call if no response from first is Brian Kober (414) 333-9696. If you need police assistance call (262) 677-4949. In case of emergency call 9-1-1.

APPLICANT'S SIGNATURE: [Signature] DATE: 1, 12, 15

FOR OFFICE USE ONLY

FEE PAID: _____ DATE PAID: / / DEPOSIT REC'D BY: _____

DATE \$75.00 DEPOSIT RETURNED: _____ RECEIPT #: _____

RETURNED DEPOSIT RECEIVED BY: _____ KEY #: _____

CREDIT CARD AUTHORIZATION

Name on Card (print) _____
 Billing Same as above or please list _____

AMEX Sec. Code

VISA/MC
or Discover CVV Code

Exp. Mo. Exp Yr.

I authorize the Jackson Jt. Parks & Recreation Dept. to charge my credit card for the above fees. If the Jackson Jt. Parks & Recreation Dept. is unable to process my payment, I will be responsible for an alternate payment arrangement.

Signature _____ **VILLAGE OF JACKSON**

When paying with a credit card, the cardholder agrees to pay the rental fee immediately on the provided card.

We will hold the card information on file and it will be considered and used as a security deposit.

Brian Kober

From: Nancy Washburn [nwashburn@bielinski.com]
Sent: Monday, December 22, 2014 4:16 PM
To: Brian Kober
Subject: FW: Laurel Springs Easement
Attachments: 4860_001.pdf

Hi Brian – Attached is the easement we would like to record for certain lots in Laurel Springs that will benefit from the additional storm sewer.

Please review and approve. We will record once we have your approval.

Thank you and Happy Holidays!

Nancy Washburn

Acquisitions and Development Manager

Bielinski Homes

P: 262.548.5582

C: 262-290-6709

F: 262.547.6331

nwashburn@bielinski.com

bielinski.com

From: con5035@bielinski.com [<mailto:con5035@bielinski.com>]

Sent: Monday, December 22, 2014 4:13 PM

To: Nancy Washburn

Subject: Attached Image

Bielinski Homes Inc. Confidentiality Notice

This message is being sent by Bielinski Homes, Inc. It is intended exclusively for the individuals and entities to which it is addressed. This communication, including any attachments, may contain information that is proprietary, privileged, or confidential, including but not limited to information that is protected under the HIPAA privacy rules, or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy, disseminate or act in reliance of this message or any part of it. If you have received this message in error, please notify the sender immediately by email and delete all copies of this message. This message is protected by applicable legal privileges and is confidential. No confidentiality or privilege is waived or lost due to transmission to an unintended recipient.

Pursuant to Circular 230 promulgated by the Internal Revenue Service, if this message, or any attachment hereto, contains advice concerning any federal tax issue or submission, please be advised that this message was not intended or written to be used, and that it cannot be used, for the purpose of avoiding federal tax penalties unless otherwise expressly indicated.

**GRANT OF DRAINAGE
EASEMENT**

Document Number

Document Title

THIS GRANT OF DRAINAGE EASEMENT ("Grant") is made as of the ____ day of _____, 2014 ("Commencement Date") by Bielinski Homes, Inc. ("Grantor") to Bielinski Homes, Inc., Laurel Springs Homeowners Association, Inc. and the Village of Jackson (collectively, the "Grantee").

Recitals

Grantor is the owner of certain real estate located in the Jackson, Washington County, Wisconsin described as Lots 86, 87, 88, 89 and 90 of Laurel Springs, located in the Northeast 1/4 of Section 18, Township 10 North, Range 20 East, Village of Jackson, Washington County, Wisconsin ("Property").

Grantor desires to grant an easement to Grantee for the installation, utilization and maintenance of drainage areas located within the Property subject to the terms and conditions contained herein.

Recording Area

Name and Return Address:

Timothy J. Voeller, Esq.
Bielinski Homes, Inc.
1830 Meadow Lane, Suite A
Pewaukee, Wisconsin 53072

PIN:

Grant

1. Easement. Grantor hereby grants to Grantee a non-exclusive easement to install, reconstruct, maintain, repair, replace, operate, supplement and/or remove the drainage areas, appurtenances, equipment and fixtures related thereto, together with a right of ingress and egress over the portion of the Property as described on Exhibit A attached hereto and incorporated herein by this reference (collectively the "Easement Area") for the benefit of the Grantee and its respective contractors, agents and employees.

2. Use of Easement Areas. No buildings or fences shall be constructed within the Easement Area. In the event the Grantee finds it necessary to disturb the Easement Area in the exercise of its duties and responsibilities for future repairs, if necessary, Grantee agrees to restore the Easement Area, as nearly as is possible, to the condition existing prior to such disturbance.

3. Covenants Running with the Land. All the terms of this Grant, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by Grantor and Grantee and their respective heirs, personal representatives, successors and assigns.

4. Governing Law. This Grant shall be construed and enforced in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, this Grant has been executed as of the date first written above.

GRANTOR:
Bielinski Homes, Inc.

By: _____
Harry Bielinski, President

By: _____
Frank Bielinski, CEO and Vice President

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

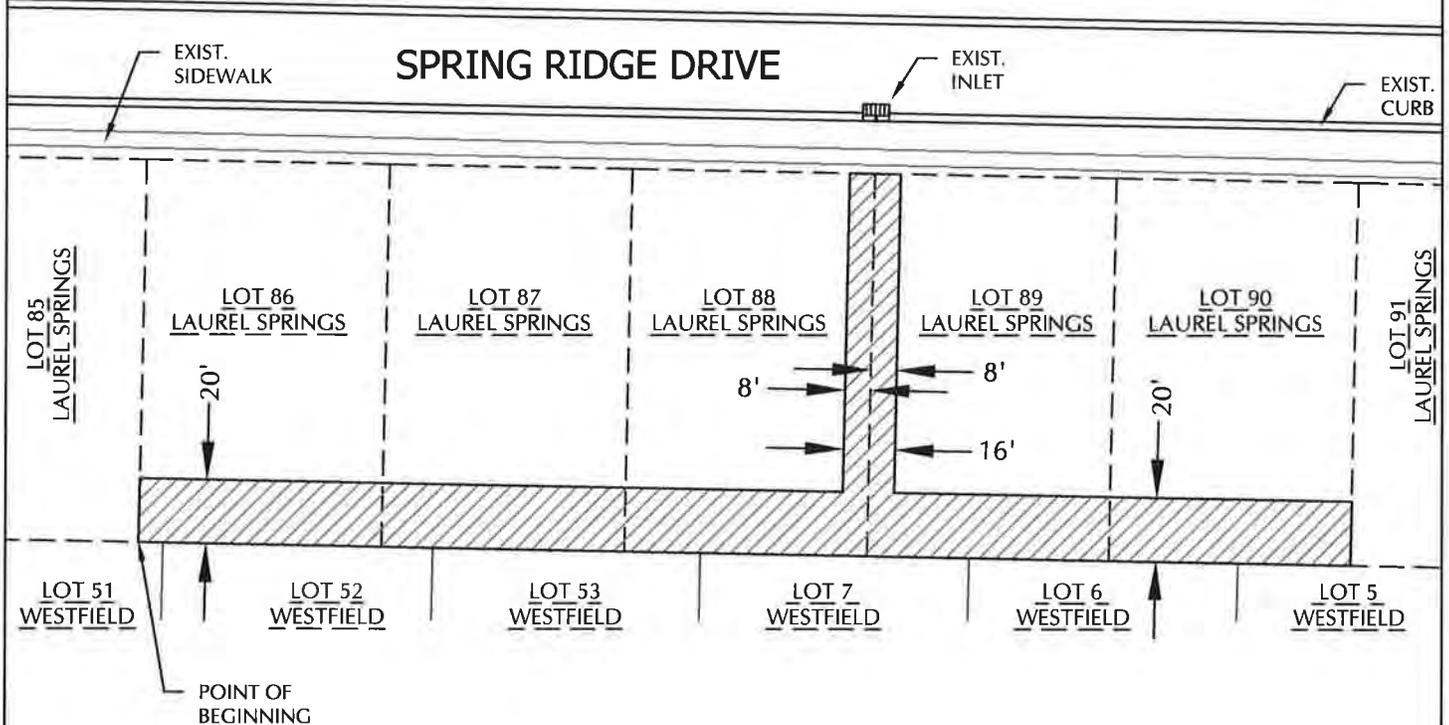
Personally came before me this _____ day of _____, 2014, the above-named Harry Bielinski and Frank Bielinski, as the President and CEO/Vice President of Bielinski Homes, Inc., respectively, to me known to be the persons who executed the foregoing instrument in such capacities and acknowledged the same.

Notary Public, State of Wisconsin
My commission:

This instrument was drafted by
and, after recording, should be returned to:
Timothy J. Voeller, Esq.
Bielinski Homes, Inc.

EXHIBIT

BEING A PART OF LOTS 86, 87, 88, 89 AND 90 OF LAUREL SPRINGS AND LOCATED IN SE 1/4 OF THE NE 1/4 OF SEC. 18, T.10N., R.20E., VILLAGE OF JACKSON, WASHINGTON COUNTY, WI.



Legal Description of Drainage Easement

Being a part of Lots 86, 87, 88, 89, and 90 of Laurel Springs and Located in the SE 1/4 of the NE 1/4 of Section 18, in Township 10 North, of Range 20 East, in the Village of Jackson, Washington County, Wisconsin, described as follows, to-wit:

Beginning at the Southwest corner of Lot 86, thence N.01°02'29"E., along the westerly lot line of Lot 86 a distance of 20.00 feet; thence S.88°57'31"E., twenty feet north and parallel the south line of Laurel Springs Subdivision, 220.00 feet; thence N.01°02'29"E., eight feet west and parallel to the east line of said lot 88 a distance of 100.00 feet, to the south right-of-way of Spring Ridge Drive; thence S.88°57'31"E., along said right-of-way, 16.00 feet; thence S.01°02'29"W., eight feet east and parallel to the west line of said Lot 89 a distance of 100.00 feet; thence S.88°57'31"E., twenty feet north and parallel the southerly lot line of Laurel Springs Subdivision, 144.00 feet, to a point on the east line of lot 90 of Laurel Springs; thence S.01°02'29"W., along said east line 20.00 feet, to the Southeast lot corner of Lot 90; thence N.88°57'31"W., along the south line of Laurel Springs Subdivision, 380.00 feet, to the point of beginning.

Containing 9,200 square feet or 0.21 acres

