

Agenda
Village Board Meeting
Tuesday, October 13, 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. Any Village Citizen Comment on an Agenda Item (Please sign in).
4. Consent Agenda:
 - Approval of Minutes for the Village Board Meeting of September 8, 2015.
 - Licenses.
Operator Licenses:
Village Mart: Pietro Cannizzo
East Side Mart: Kimberly Gonzalez
Main Street Mart: Tyler Geszvain
Jackson Community Center: Adam Seeger
5. Approval of Class A Cider Licenses to:
J&M Ltd. DBA The Village Mart, John H. Kruepke Agent, W213 N16770 Glen Brooke.
K&A Petroleum, DBA Main Street Mart, Kurt H. Kruepke Agent, N168 W22224 Main Street.
K&A Petroleum, DBA East Side Mart, Kurt H. Kruepke Agent, N168 W19490 Main Street.
6. Budget & Finance Committee.
 - Review of Bids for Stonewall Connector Trail Project.
 - Pay Request #7 - Digester Improvement Project.
 - Review of Engineering Services Wilshire Dr. Reconstruction Project.
 - Resolution 15-18 A Resolution Terminating the Telecommunications Utility Fund.
 - Washington County Convention & Visitors Bureau – Elaine Motl.
 - Discussion of 2016 Proposed Budget & Setting of Budget Workshop Dates.
7. Board of Public Works.
 - Resolution 15-16 A Resolution Adopting the 2014 Compliance Maintenance Annual Report for the Jackson Wastewater Treatment Facility.
8. Economic Development Washington County – Deb Sielski and Christian Tscheschlok - Brownfield Grant Discussion / Update.
9. Departmental Reports.
 - Operation FINALLY HOME Community - Update.
10. Washington County Board Report.

11. West Bend School District Liaison Report.
12. Greater Jackson Business Alliance Report.
13. Mid-Moraine Legislative Committee/Mid-Moraine Municipal Report.
14. Citizens to Address the Village Board.
15. 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.

16. 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, September 08, 2015, at 7:30 p.m.
Jackson Village Hall
N168W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call.

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

Members Present: Trustees Lippold, Mittelsteadt, Olson, Kruepke, Emmrich, and Kufahl.

Members Absent: None.

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

2. Pledge of Allegiance.

President Schwab led the assembly in the Pledge of Allegiance.

3. Any Village Citizen Comment on an Agenda Item.

Pres. Schwab stated the rules that each person will have two and a half minutes to speak.

Jim Sies of Cranberry Creek Lane commented on his questions in regards to the Jackson Drive Sidewalk Project. He questioned the cost, the timeframe, will the project be north to south or south to north, he questioned the inspection fees and if the due diligence was done on the contractor.

Amy Sies of Cranberry Creek Lane commented on the legality of the Jackson Drive Sidewalk Project as there is a developer's agreement in place. She suggested that the Village Board check with the Attorney. She questioned the assessment process and area.

Marcia Oppman of Blackberry Circle commented on the Jackson Drive Sidewalk Project. She commented on the Developer's Agreement.

Larry Hatke of Georgetown Drive spoke in favor of the sidewalk policy.

Amber Lenhardt of Berry Patch Road commented on the Jackson Drive Sidewalk Project and the Developer's Agreement.

Andrew Cisewski of Berry Patch Road spoke against the Jackson Drive Sidewalk Project. He commented on the increase of the association dues.

Linda Metzger of Cranberry Creek Lane spoke against the Jackson Drive Sidewalk Project. She commented on the increase of the association dues.

4. Public Hearing – Conditional Use – Jackson Crossings/Five Star Living – Signs on Main Street and CTH P.

Pres. Schwab opened the public hearing. No one spoke. Pres. Schwab closed the public hearing. The item came from Plan Commission with recommendation of approval per staff comments.

Motion by Tr. Olson, second by Tr. Kruepke to approve the Conditional Use, Jackson Crossing/Five Star Living, Signs on Main Street and CTH P, subject to staff comments.
Vote: 7 ayes, 0 nays. Motion carried.

5. Consent Agenda:

Approval of Minutes for the Village Board Meeting of August 11, 2015.

- Licenses.
Operator Licenses:
Walgreens: Lisa Bormann, Megan Woolman-Powell
East Side Mart: Matthew Doyle

Motion by Tr. Kufahl, second by Tr. Mittelsteadt to approve the consent agenda items, to approve the minutes and the operator licenses.

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

6. Resolution 15-17 – Resolution Appointing Bond Trust Services Corporation to Serve as Fiscal Agent in Connection with General obligation Refunding Bonds, Series 2015A.

Motion by Tr. Kufahl, second by Tr. Olson to approve Resolution 15-17 – Resolution Appointing Bond Trust Services Corporation to Serve as Fiscal Agent in Connection with General obligation Refunding Bonds, Series 2015A.

Vote: 7 ayes, 0 nays. Motion carried.

7. Ordinance 15-04 – Discussion of Ordinance Chapter 10.14, Property Maintenance Code of the Municipal Code of the Village of Jackson.

Motion by Tr. Mittelsteadt, second by Tr. Olson to remove from the agenda at this time. Staff has been working with the League of Municipalities and several other communities on this item.

Vote: 7 ayes, 0 nays. Motion carried.

8. Budget & Finance Committee.

- **Price Reduction of EMS Invoice for Ms. Wojciuk.**

This item came from the Budget and Finance Committee to deny price reduction of the EMS Invoice for Ms. Wojciuk, and authorize staff to set up a payment plan.

Tr. Emmrich donated \$200 for the EMS Invoice for Mary and Walter Wojciuk.

Chief Skodinski commented that the check would go to the billing company.

Motion by Tr. Kruepke, second by Pres. Schwab to deny the price reduction.

Vote: 6 ayes, 0 nays, 1 abstention (Tr. Emmrich). Motion carried.

- **Resolution 15-13 – Special Assessment Area Jackson Drive Sidewalk Project.**

The legality of the developer's agreement in relationship with the sidewalk and right of way was discussed. Tr. Olson commented that he was hoping to discuss with the attorney but the attorney was not present. Tr. Mittelsteadt commented that the developer's agreement does not control or dictate the right of way.

Tr. Kufahl commented on the proposed assessments that are significant for eleven properties.

Discussion of the need for sidewalks on Eagle Drive ensued.

Pres. Schwab gave history of water bill for Cranberry Creek.

The resolution was recommended by the Board of Public Works, with a vote of 5-1. The resolution was also recommended by the Budget and Finance Committee, with a vote of 2-1. The resolution declares the special assessment area for the Jackson Drive sidewalk project. Motion by Tr. Mittelsteadt, second by Tr. Olson to approve Resolution 15-13 Special Assessment Area Jackson Drive Sidewalk Project. Pres. Schwab commented he would like clarification of the developer's agreement and the relationship of the sidewalk project from the village attorney. John Walther will follow up on the item. Tr. Kruepke commented that the assessment area is completely separate.

Vote: 4 ayes, 3 nays (Tr. Emmrich, Tr. Kufahl, and Tr. Lippold). Motion carried.

- **Review of the Bids for Jackson Drive Sidewalk Project.**

The Board of Public Works recommended D.C. Burbach, Inc. in an amount not to exceed \$95,280.35, with a vote of 5-1. The resolution was also recommended by the Budget and Finance Committee, with a vote of 2-1. Motion by Tr. Olson, second by Tr. Kruepke to approve D.C. Burbach, Inc. in an amount not to exceed \$95,280.35, contingent on the developer agreement issue.

Vote: 4 ayes, 3 nays (Tr. Emmrich, Tr. Kufahl, and Tr. Lippold). Motion carried.

- **Proposal for Inspection and Staking Services Jackson Drive Sidewalk Project.**

Tr. Olson questioned Brian Kober if the full inspection service was needed. Tr. Kufahl and Tr. Kruepke commented in support of full inspection.

The Board of Public Works recommended approval of the Gremmer and Associates proposal in an amount not to exceed \$18,500; \$2,500 for construction staking and \$16,000 for inspection services, with a vote of 5-1. The Budget & Finance Committee recommended the Village Board approve the Gremmer & Associates proposal for inspection and staking services in an amount not to exceed \$18,500; \$2,500 for construction staking and \$16,000 for inspection services, with a vote of 2-1.

Motion by Pres. Schwab, second by Tr. Kruepke to approve the Gremmer & Associates proposal for inspection and staking services in an amount not to exceed \$18,500; \$2,500 for construction staking and \$16,000 for inspection services, contingent on the developer agreement issue.

Vote: 4 ayes, 3 nays (Tr. Emmrich, Tr. Kufahl, and Tr. Lippold). Motion carried.

- **Resolution 15-14 Special Assessment Area Stonewall Connector Trail Project.**

Brian Kober gave history of the project that involved handrails, the wetlands, and has been earmarked for a long time. He has been working extensively with the DNR and there is a grant of \$45,000. The goal of the project is safe pedestrian traffic. The resolution was recommended by the Board of Public Works and the Budget and Finance Committee and will set the special assessment area.

Motion by Pres. Schwab, second by Tr. Mittelsteadt to approve Resolution 15-14 Special Assessment Area Stonewall Connector Project.

Vote: 7 ayes, 0 nays. Motion carried.

- **Pay Request #1 – Georgetown Drive Reconstruction Project.**

The pay request was recommended by the Board of Public Works and the Budget and Finance Committee in an amount not to exceed \$197,754.51. Motion by Tr. Kufahl, second by Tr. Lippold to approve the Village Board approve Pay Request #1 – Georgetown Drive Reconstruction Project in an amount not to exceed \$197,754.51.

Pres. Schwab commented that the Jackson Drive Sidewalk items are contingent upon advice from counsel.

9. Board of Public Works.

• **Resolution 15-15 – West Shore Pipeline Substantial Completion #2.**

The Board of Public Works recommended the Resolution with the contingency on the smart flushing station. The flushing station has been communicating and working since on or around August 28th, 2015. Mueller and West Shore has agreed to warranty all flushing stations for two years. Brian Kober recommended that the board approves the resolution.

Motion by Tr. Lippold, second by Tr. Olson to approve Resolution 15-15 – West Shore Pipeline Substantial Completion #2.

Vote: 7 ayes, 0 nays. Motion carried.

10. Economic Development Washington County – Christian Tscheschlok – Brownfield Grant Discussion/Update.

Motion by Pres. Schwab, second by Tr. Olson to refer the item to the October Village Board meeting.

Vote: 7 ayes, 0 nays. Motion carried.

11. Future Meeting Dates for the Review of the Comprehensive Plan.

Pres. Schwab suggested to set up the first meeting the first week of December. The Board came to a consensus of December 3rd at 7:30 p.m. as a meeting date (following the Plan Commission Meeting) and to set a vision statement with principles. John Walther will contact a representative to facilitate the meeting.

12. Departmental Reports.

• **Operation FINALLY HOME Community Fundraiser – Update.**

Kelly Valentino reported that the outdoor tot area will be dedicated next Wednesday, September 16, 2015, at 6 p.m. Robbie Krieter will be honored for the fencing portion which was his Eagle Project.

Kelly reported that the Operation Finally Home groundbreaking was today. She reminded everyone of the tailgate fundraiser on September 20th.

Chief John Skodinski reported that the old ambulance was sold for \$11,250.

13. Washington County Board Report.

No Report.

14. West Bend School District Liaison Report.

Pres. Schwab reported that school is in session.

15. Greater Jackson Business Alliance Report.

Tr. Mittelsteadt also reported that the next general membership meeting for the Greater Jackson Business Alliance Meeting will be on October 21. West Bend School Superintendent, Ted Neitzke will be the speaker with the discussion points of the new school and area businesses program.

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

The Mid Moraine Legislative Committee will meet here tomorrow night at 7 p.m.

John Walther reported that the next Mid-Moraine Municipal dinner will be on October 28, 2015.

17. Citizens to Address the Village Board.

Gordon Goggin commented on his idea for beer gardens in the area parks and that he wants to partner with non-profits for beer gardens. Kelly Valentino commented on the park rules that are in place.

Amy Sies of Cranberry Creek Lane questioned Tr. Mittelsteadt on a condo board meeting he attended several years ago.

18. Closed Session.

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.

Motion by Pres. Schwab, second by Tr. Lippold, to convene into closed session at 8:40 p.m. to include the Village Board, Brian Kober, and Deanna Boldrey.

Vote: 7 ayes, 0 nays. Motion carried.

Reconvene Into Open Session.

The Village Board convened into open session at 9:30 p.m.

19. Adjourn.

Motion by Tr. Mittelsteadt, second by Tr. Kufahl to adjourn at 9:31 p.m.

Vote: 7 ayes, 0 nays. Motion carried.

Respectfully submitted by Deanna L. Boldrey, Clerk/Treasurer

NAME

POLICE CHIEF
RECOMMENDATION

Operator's License Application:

Pietro Cannizzo	Village Mart	Approve
Kimberly Gonzalez	East Side Mart	Approve
Tyler Geszvain	Main Street Mart	Approve
Adam Seeger	Jackson Community Center	Approve

APPLICATION FOR
CLASS A CIDER ONLY LICENSE
YEAR 2015-2016
VILLAGE OF JACKSON
WASHINGTON COUNTY

Notice is hereby given that the following have made application for Class A Cider Only License (in addition to the existing Class A Fermented Malt License) within the Village of Jackson for the period of October 14, 2015, through June 30, 2016, in the Village of Jackson. The Village Board will consider the applications at the Regular Board Meeting held at N168 W20733 Main Street, Scheduled for Tuesday, October 13, 2015, at 7:30 p.m. or as soon thereafter as the matter may be heard.

Class A Cider License

J&M Ltd. DBA The Village Mart, John H. Kruepke Agent, W213 N16770 Glen Brooke.

Class A Cider License

K&A Petroleum, DBA Main Street Mart, Kurt H. Kruepke Agent, N168 W22224 Main Street.

Class A Cider License

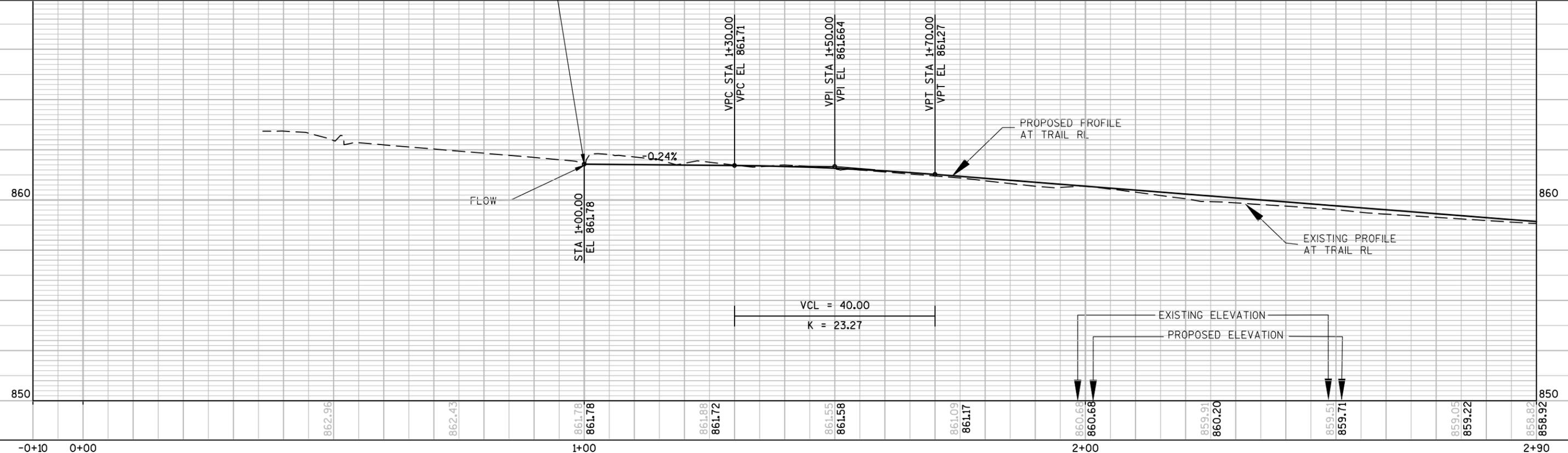
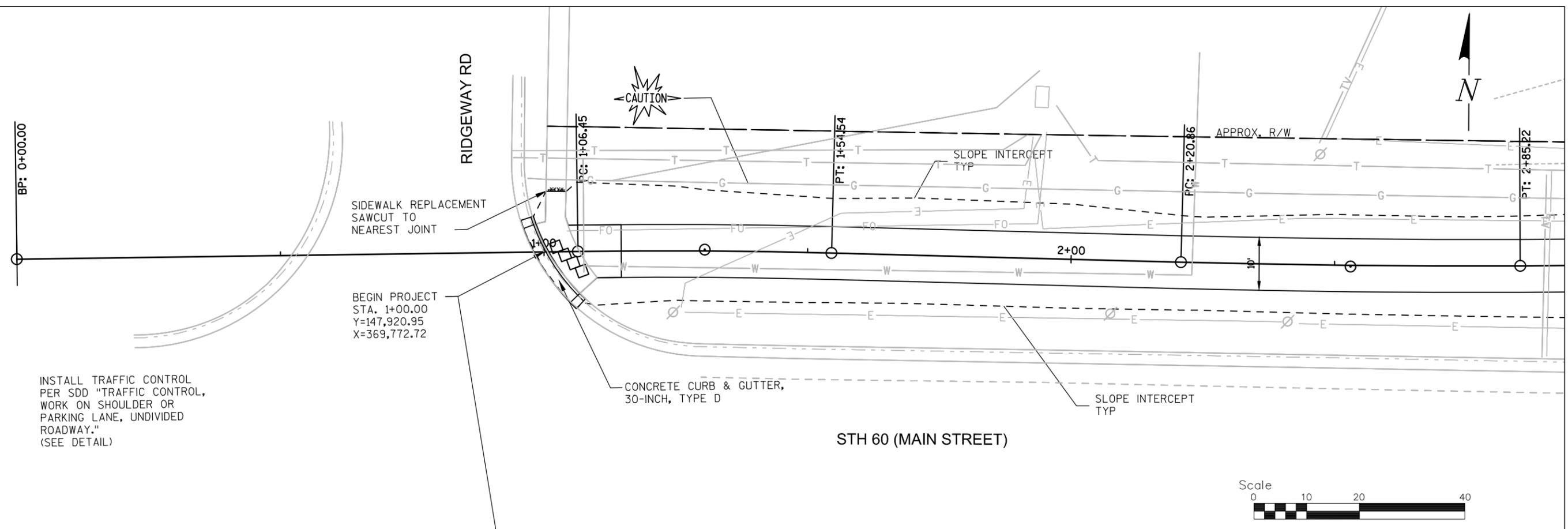
K&A Petroleum, DBA East Side Mart, Kurt H. Kruepke Agent, N168 W19490 Main Street.

Stonewall Connector Trail
 Ridgeway Rd to Eagle Dr
 Village of Jackson, Wisconsin
 Bloom Project No. BM1-3372

				Johnson & Sons, LLC.						
Bid Opening: July 21, 2015, 10:00 AM										
Item No.	Item	Unit	Estimated Quantity	Engineer's Estimate		Bidder No. 3		REVISED Engineer's Estimate		
				Unit Price	Total	Unit Price	Total	Estimated Quantity	Unit Price	Total
1	Clearing	STA	1	\$ 335,591.66	\$ 335.59	\$ 620.00	\$ 620.00			
2	Grubbing	STA	1	\$ 337,225.70	\$ 337.23	\$ 620.00	\$ 620.00			
3	Removing Curb and Gutter	LF	32	\$ 7,566.12	\$ 242.12	\$ 4.00	\$ 128.00	34	\$4.00	\$ 136.00
4	Excavation Common	CY	600	\$ 20,630.00	\$ 12,378.00	\$ 33.00	\$ 19,800.00	1	\$19,500.00	\$ 19,500.00
5	Borrow	CY	--	--	--	--	--	0	\$33.00	\$ -
6	Base Aggregate Dense 1-1/4 Inch	TON	530	\$ 14,900.95	\$ 7,897.50	\$ 20.00	\$ 10,600.00	500	\$20.00	\$ 10,000.00
7	Tack Coat	GAL	--	--	--	--	--	50	\$10.00	\$ 500.00
8	Asphaltic Surface	TON	370	\$ 96,743.47	\$ 35,795.08	\$ 115.00	\$ 42,550.00	285	\$130.00	\$ 37,050.00
9	Culvert Pipe Reinforced Concrete Horizontal Elliptical 48x76 Inch	LF	24	\$ 250,000.00	\$ 6,000.00	\$ 761.00	\$ 18,264.00			
10	Apron Endwall for Culvert Pipe Reinforced Concrete Horizontal Elliptical 48x76 Inch	EACH	2	\$ 1,450,000.00	\$ 2,900.00	\$ 5,930.00	\$ 11,860.00			
11	73x55 Inch Corrugated Steel Aluminize Pipe Arch	LF						40	\$535.00	\$ 21,400.00
12	Corrugated Steel Aluminize Pipe Arch Endwall	EACH						2	2,233.00	\$ 4,466.00
13	Concrete Curb and Gutter 30 Inch, Type D	LF	32	\$ 27,286.17	\$ 873.16	\$ 62.00	\$ 1,984.00	751	\$25.00	\$ 18,775.00
14	Concrete Sidewalk 5 Inch	SF	270	\$ 5,104.30	\$ 1,378.16	\$ 9.30	\$ 2,511.00	199	\$10.00	\$ 1,990.00
15	Curb Ramp Detectable Warning Field Yellow	SF	32	\$ 35,469.29	\$ 1,135.02	\$ 74.40	\$ 2,380.80	32	\$75.00	\$ 2,400.00
16	Riprap	CY	4	\$ 72,282.05	\$ 289.13	\$ 190.00	\$ 760.00	7	\$190.00	\$ 1,330.00
17	Mobilization	EACH	1	\$ 4,025,000.00	\$ 4,025.00	\$ 1,143.45	\$ 1,143.45	1	\$7,500.00	\$ 7,500.00
18	Salvaged Topsoil	SY	1640	\$ 2,145.81	\$ 3,519.13	\$ 1.50	\$ 2,460.00	1,865	\$1.50	\$ 2,797.50
19	Mulching	SY	1500	\$ 0,280.40	\$ 420.60	\$ 1.00	\$ 1,500.00	1,865	\$1.30	\$ 2,424.50
20	Erosion Bales	EACH	184	\$ 9,389.23	\$ 1,727.62	\$ 22.00	\$ 4,048.00	205	\$32.50	\$ 6,662.50
21	Silt Fence	LF	1200	\$ 1,857.08	\$ 2,228.50	\$ 2.50	\$ 3,000.00	1,250	\$2.50	\$ 3,125.00
22	Silt Fence Maintenance	LF	1200	\$ 0,118.29	\$ 141.95	\$ 0.70	\$ 840.00	1,250	\$1.30	\$ 1,625.00
23	Erosion Mat Class I Type B	SY	62	\$ 0,967.40	\$ 59.98	\$ 4.50	\$ 279.00	325	\$6.50	\$ 2,112.50
24	Inlet Protection Type C	EACH	1	\$ 51,446.89	\$ 51.45	\$ 126.00	\$ 126.00	2	\$132.00	\$ 264.00
25	Temporary Ditch Checks	LF	14	\$ 9,512.91	\$ 133.18	\$ 26.00	\$ 364.00	14	\$39.00	\$ 546.00
26	Culvert Pipe Checks	EACH	1	\$ 132,854.70	\$ 132.85	\$ 188.00	\$ 188.00	1	\$197.00	\$ 197.00
27	Tracking Pads	EACH	3	\$ 1,653,262.00	\$ 4,959.79	\$ 1,200.00	\$ 3,600.00	3	\$1,200.00	\$ 3,600.00
28	Seeding Mixture No. 20	LB	45	\$ 8,263.16	\$ 371.84	\$ 15.00	\$ 675.00	51	\$19.50	\$ 994.50
29	Posts Wood 4x6 Inch x 12 Ft	EACH	2	\$ 52,080.39	\$ 104.16	\$ 126.00	\$ 252.00			
30	Signs Type II Reflective H	SF	12,125	\$ 25,000.00	\$ 303.13	\$ 62.00	\$ 751.75			
31	Traffic Control	EACH	1	\$ 500,000.00	\$ 500.00	\$ 240.00	\$ 240.00	1	\$4,340.00	\$ 4,340.00
32	Traffic Control Drums	DAY	1350	\$ 0,510.88	\$ 689.69	\$ 1.00	\$ 1,350.00			
33	Traffic Control Signs	DAY	270	\$ 1,306.11	\$ 352.65	\$ 1.00	\$ 270.00			
34	Geotextile Fabric Type HR	SY	3	\$ 5,229.92	\$ 15.69	\$ 100.00	\$ 300.00	3	\$100.00	\$ 300.00
35	Pavement Marking Epoxy 4 Inch Yellow	LF	346	\$ 0,294.17	\$ 101.78	\$ 2.50	\$ 865.00			
36	Pavement Marking Stop Line Epoxy 24 Inch	LF	20	\$ 7,672.93	\$ 153.46	\$ 2.50	\$ 50.00			
37	Pavement Marking Crosswalk Epoxy 12 Inch	LF	100	\$ 9,135.73	\$ 913.57	\$ 2.50	\$ 250.00			
38	Sawing Concrete	LF	8	\$ 1,417.86	\$ 11.34	\$ 62.00	\$ 496.00	8	\$62.00	\$ 496.00
39	WDNR Signs	EACH	2	\$ 1,400,000.00	\$ 2,800.00	\$ 5,636.00	\$ 11,272.00			
40	Wall Modular Block Gravity	SF	375	\$ 33,042.86	\$ 12,391.07	\$ 49.00	\$ 18,375.00			
41	Rail Fence	LF	345	\$ 12,000.00	\$ 4,140.00	\$ 67.00	\$ 23,115.00			
				Total Est.	\$ 109,809.41	Total No. 3	\$ 187,888.00		Total Est.	\$ 154,531.50

ADDITIONAL ITEMS FOR DRAINAGE ALONG STH 60										
1A	Excavation Common	CY	--	--	--	--	--			
2A	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	LF	--	--	--	--	--	85	\$150.00	\$ 12,750.00
3A	Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	EACH	--	--	--	--	--	3	\$1,500.00	\$ 4,500.00
4A	Riprap	CY	--	--	--	--	--			
5A	Inlet Covers Type H	EACH	--	--	--	--	--	3	\$1,240.00	\$ 3,720.00
6A	Catch Basins 2x3-FT	EACH	--	--	--	--	--	3	\$3,500.00	\$ 10,500.00
7A	Salvaged Topsoil	SY	--	--	--	--	--			
8A	Mulching	SY	--	--	--	--	--			
9A	Seeding Mixture No. 20	LB	--	--	--	--	--			
									Total Est.	\$ 31,470.00

FILE NAME : F:\B\MI-3372-Jackson STH 60 Trail - Village of Jackson\C344\Sheets\Plans\050101-pp.dwg
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 SHEET SET : 5.00
 PLOT SCALE : 40:1



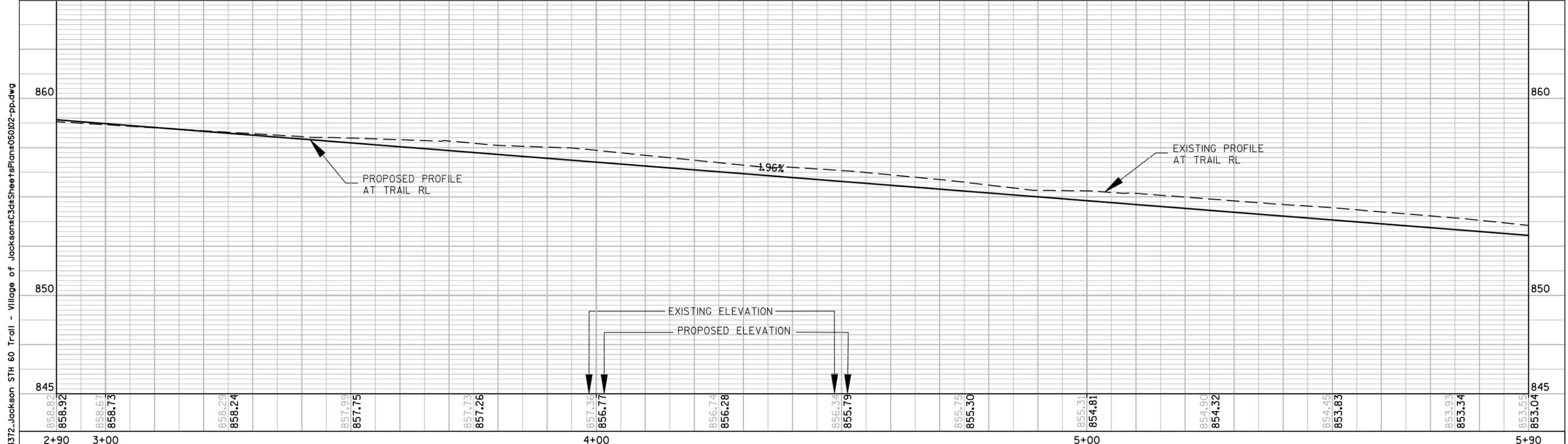
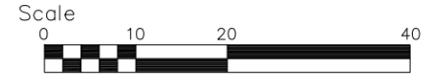
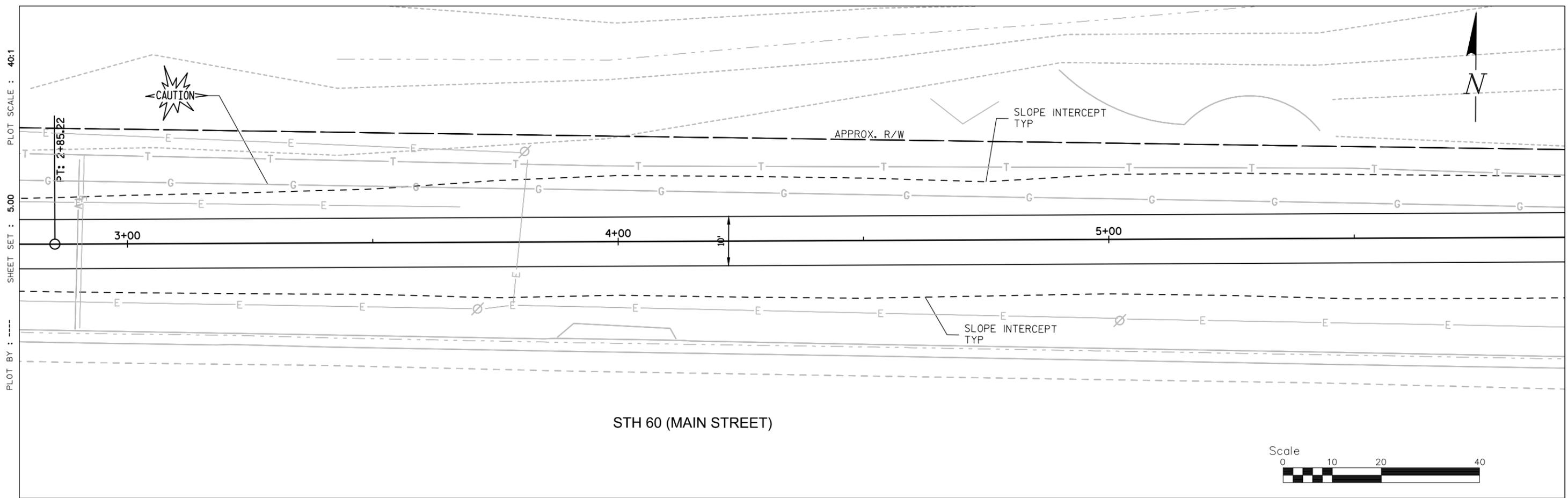
BLOOM COMPANIES, LLC
Infrastructure Innovation and Ingenuity
 10501 W. Research Drive • Milwaukee, WI 53226
 Phone: (414) 771-3390 Fax: (414) 771-4490

**STONEWALL CONNECTION TRAIL
 RIDGEWAY RD TO EAGLE DR
 VILLAGE OF JACKSON**

PLAN & PROFILE			Date 9/3/15
Designer JAA	Technician TAL	Approval JLH	Sheet Number

PLOT BY : ----
SHEET SET : 5.00
PLOT SCALE : 40:1

FILE NAME : F:\B\MI-3372-Jackson STH 60 Trail - Village of Jackson\C3d4d#Sheets\Plans\050002-pp.dwg



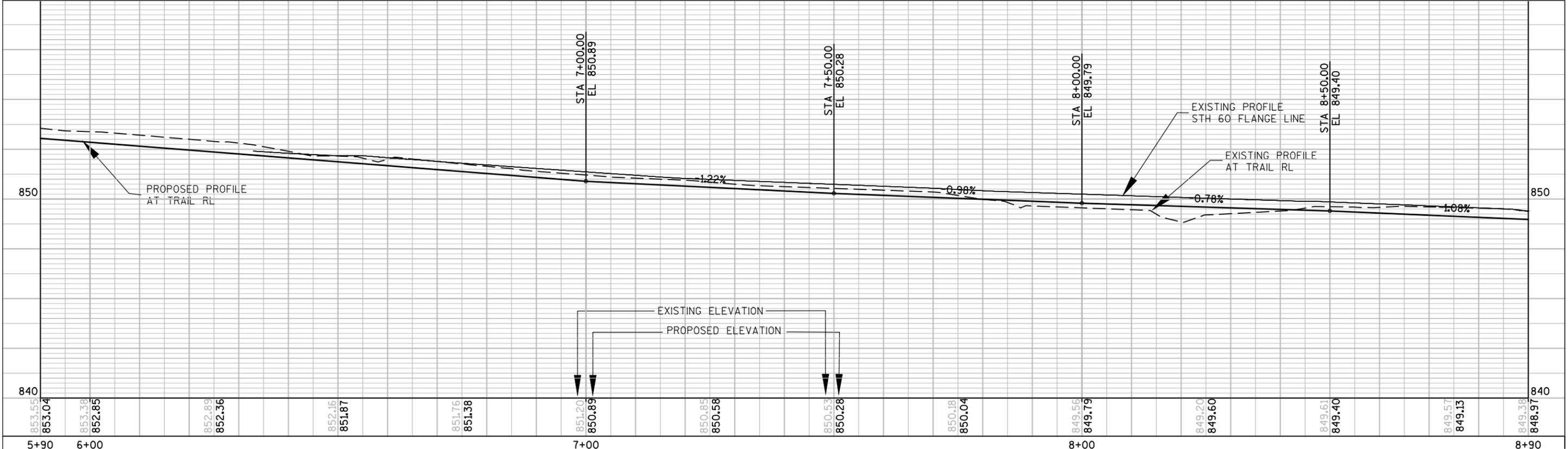
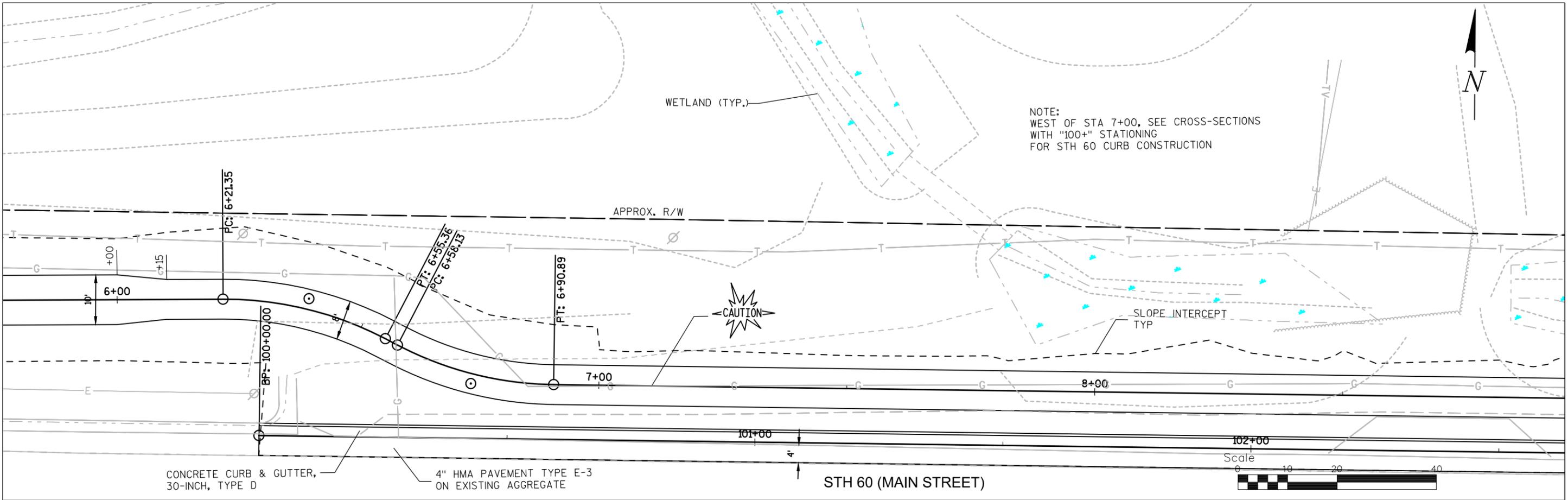
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**STONEWALL CONNECTION TRAIL
RIDGWAY RD TO EAGLE DR
VILLAGE OF JACKSON**

PLAN & PROFILE			Date 9/3/15
Designer JAA	Technician TAL	Approval JLH	Sheet Number

PLOT BY : ----
SHEET SET : 5.00
PLOT SCALE : 40:1

FILE NAME : F:\B\MI-3372-Jackson STH 60 Trail - Village of Jackson\C344Sheets\Plans\050003-pp.dwg



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RIDGEWAY RD TO EAGLE DR
VILLAGE OF JACKSON**

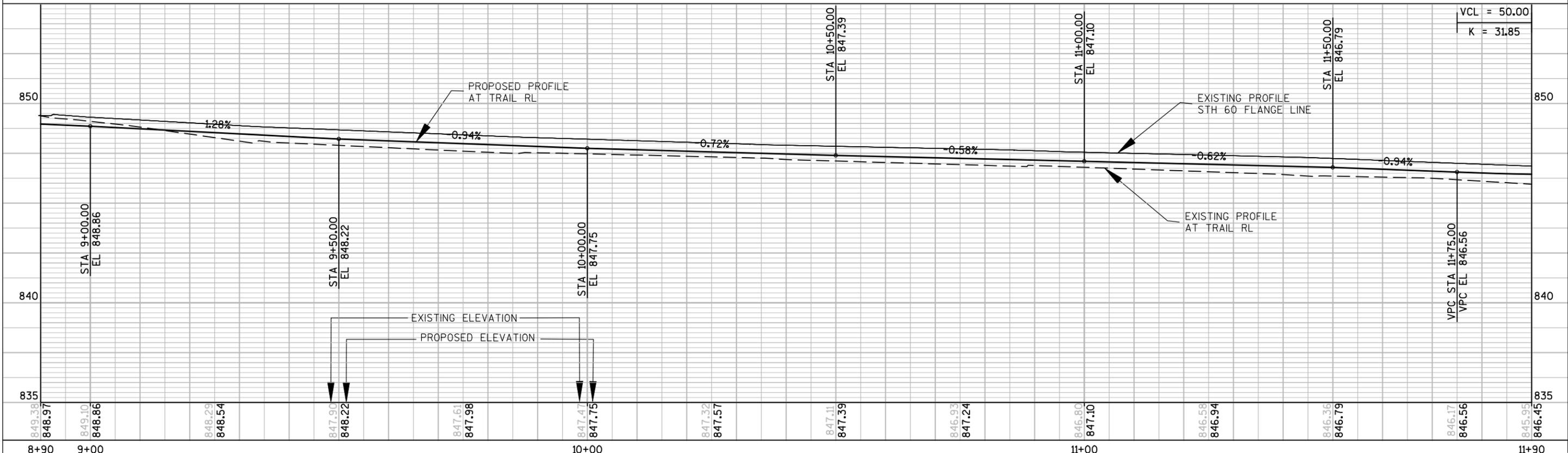
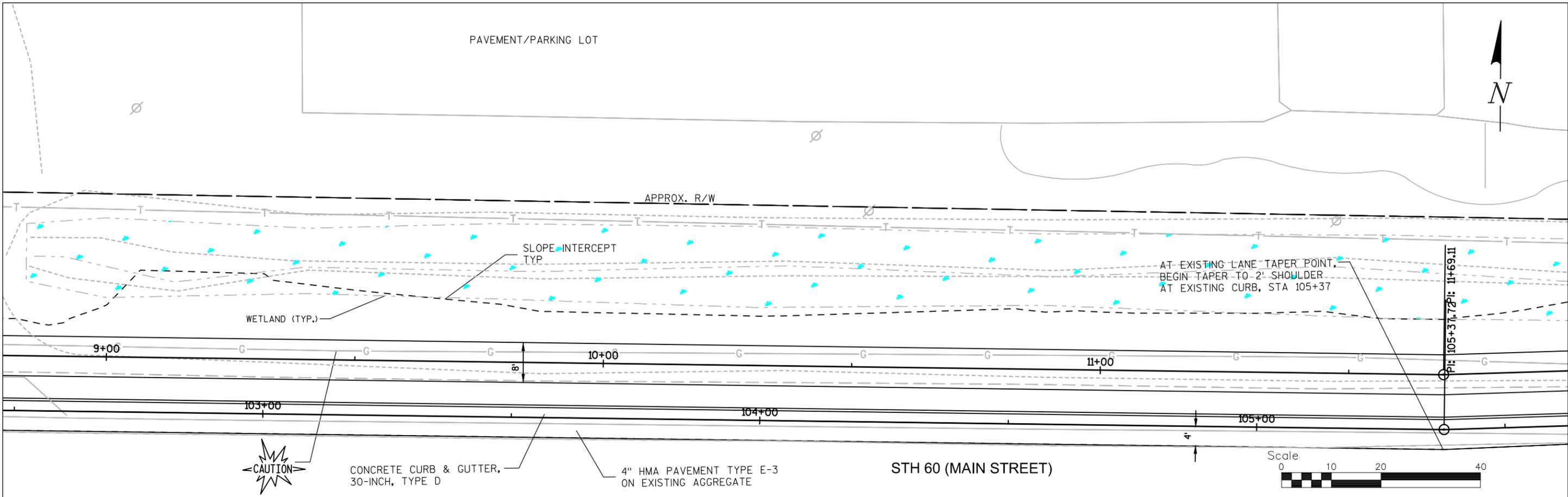
PLAN & PROFILE			Date 9/3/15
Designer JAA	Technician TAL	Approval JLH	Sheet Number

PLOT SCALE : 40:1

SHEET SET : 5.00

PLOT BY : -----

FILE NAME : F:\BIMI-3372-Jackson STH 60 Trail - Village of Jackson\C3d4d#Sheets\Plans\050004-pp.dwg



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**STONEWALL CONNECTION TRAIL
RIDGEWAY RD TO EAGLE DR
VILLAGE OF JACKSON**

PLAN & PROFILE

Designer	Technician	Approval
JAA	TAL	JLH

Date
9/3/15
Sheet Number

FILE NAME : F:\B\MI-3372-Jackson STH 60 Trail - Village of Jackson\C344Sheets\Plan=050005-pp.dwg

PLOT BY : -----

SHEET SET : 5.00

PLOT SCALE : 40:1

NOTE:
EAST OF AT STA 12+00, SEE CROSS-SECTIONS
WITH "100+" STATIONING
FOR STH 60 CURB CONSTRUCTION

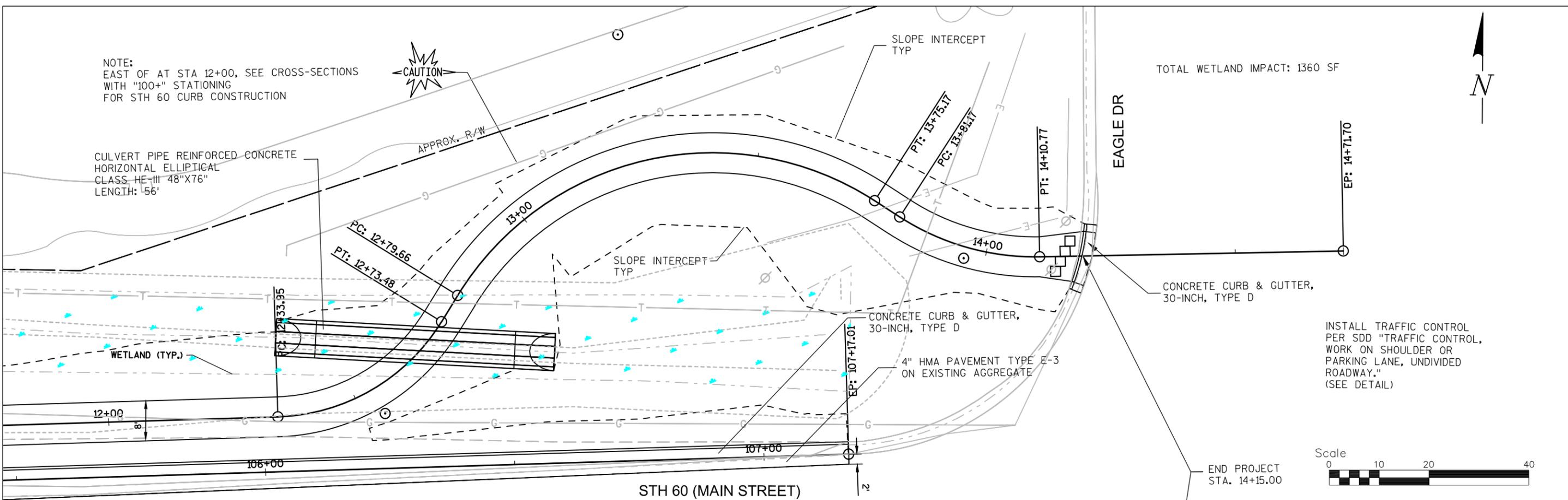
CULVERT PIPE REINFORCED CONCRETE
HORIZONTAL ELLIPTICAL
CLASS HE-III 48"X76"
LENGTH: 56'



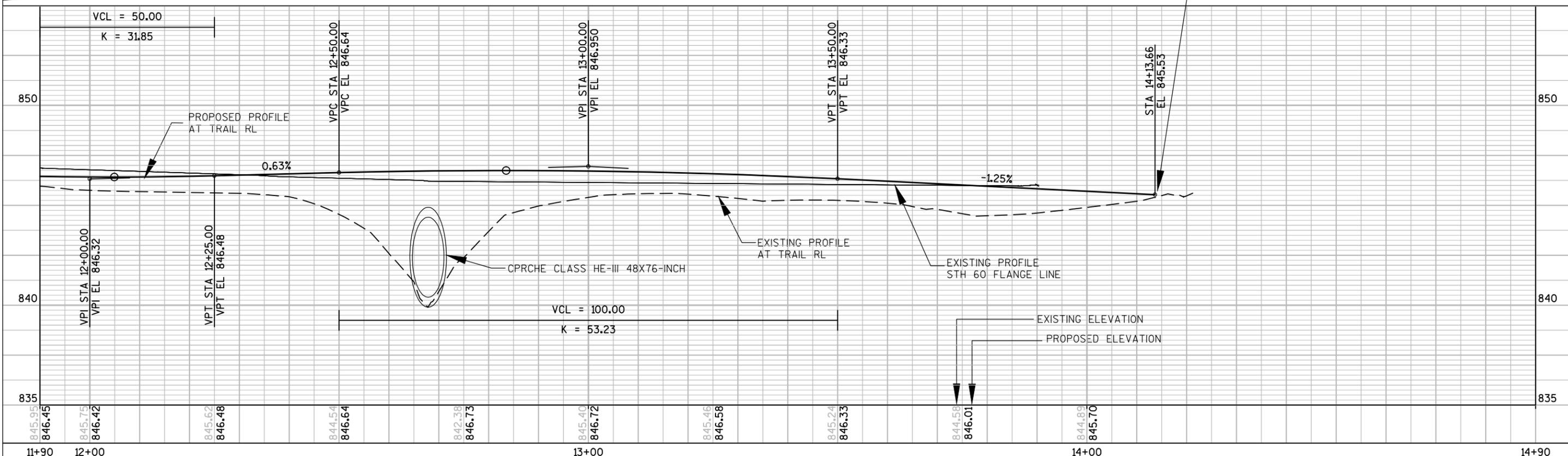
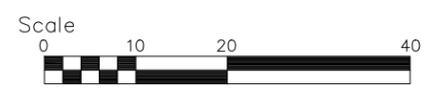
APPROX. R/W

SLOPE INTERCEPT
TYP

TOTAL WETLAND IMPACT: 1360 SF



INSTALL TRAFFIC CONTROL
PER SDD "TRAFFIC CONTROL,
WORK ON SHOULDER OR
PARKING LANE, UNDIVIDED
ROADWAY."
(SEE DETAIL)

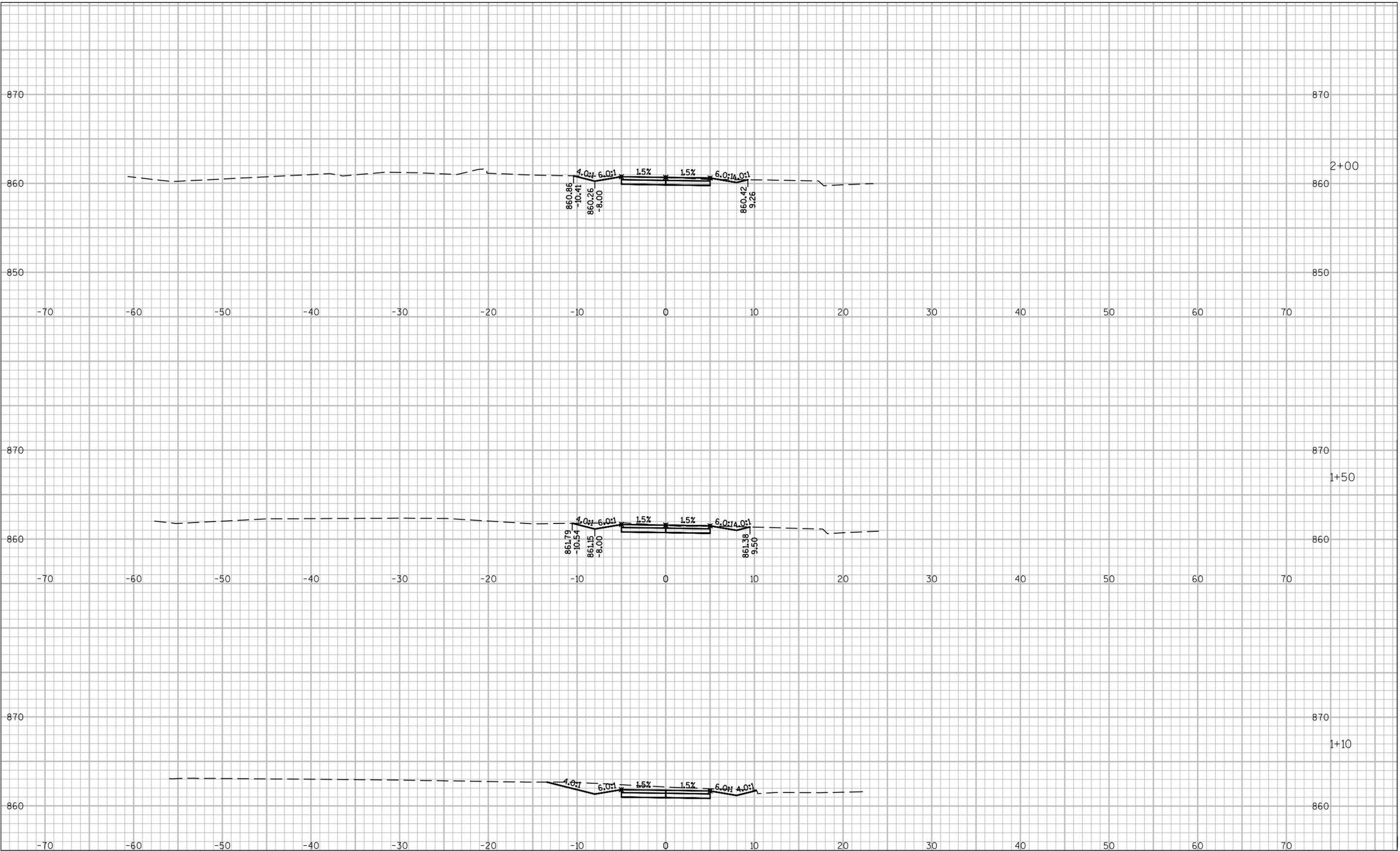


BLOOM COMPANIES, LLC
Infrastructure Innovation and Ingenuity
10501 W. Research Drive • Milwaukee, WI 53226
Phone: (414) 771-3390 Fax: (414) 771-4490

**STONEWALL CONNECTION TRAIL
RIDGWAY RD TO EAGLE DR
VILLAGE OF JACKSON**

PLAN & PROFILE			Date
Designer	Technician	Approval	9/3/15
JAA	TAL	JLH	Sheet Number

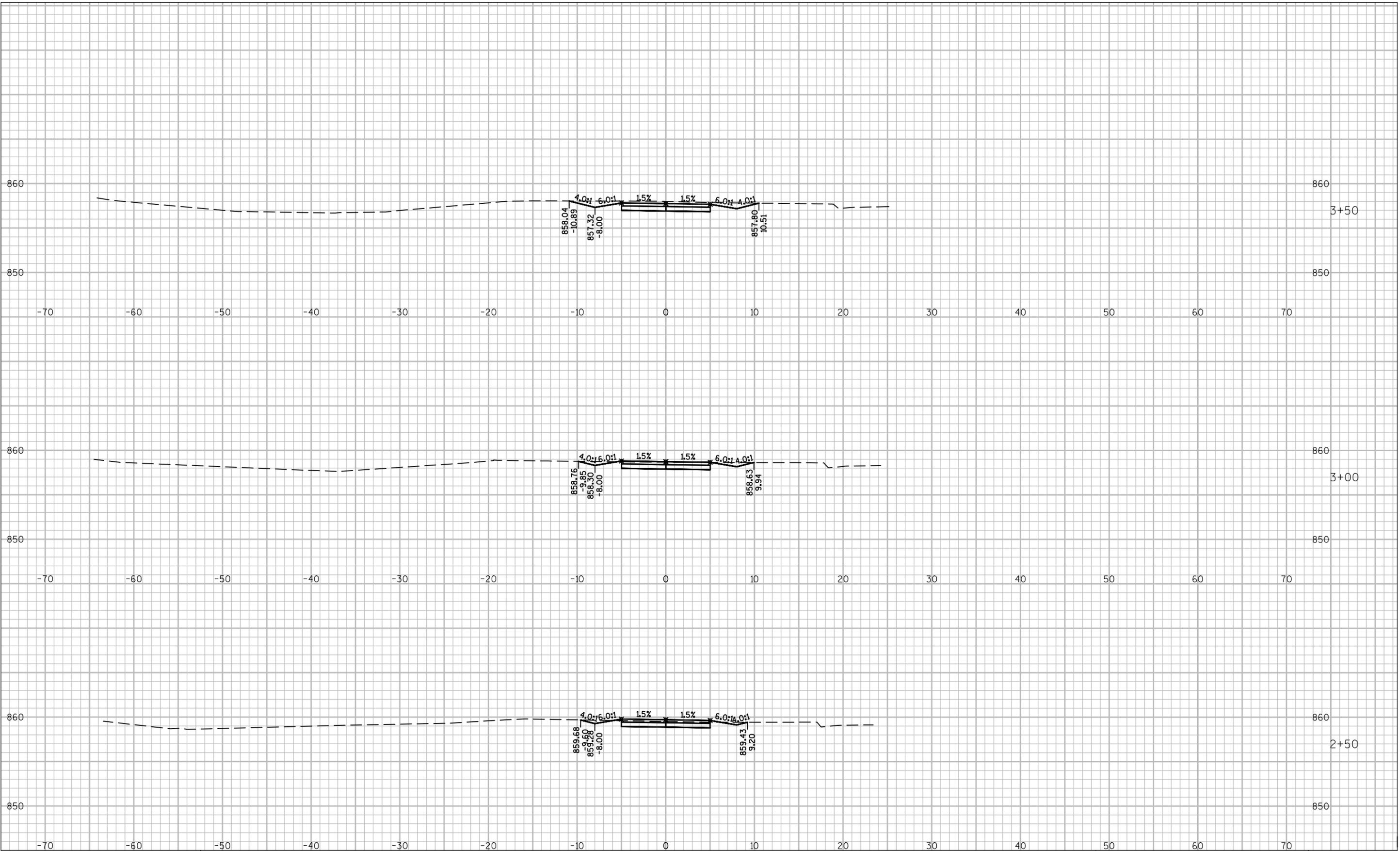
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 PLOT DATE : 10/20/14
 PLOT BY : NATHAN KEMPKRE
 SHEET SET : 5.00
 PLOT SCALE : 10:1



**STONEWALL CONNECTION TRAIL
 RIDGEWAY RD TO EAGLE DR
 VILLAGE OF JACKSON**

CROSS SECTIONS			Date
Designer	Technician	Approval	9/3/15
JAA	TAL	JLH	Sheet Number

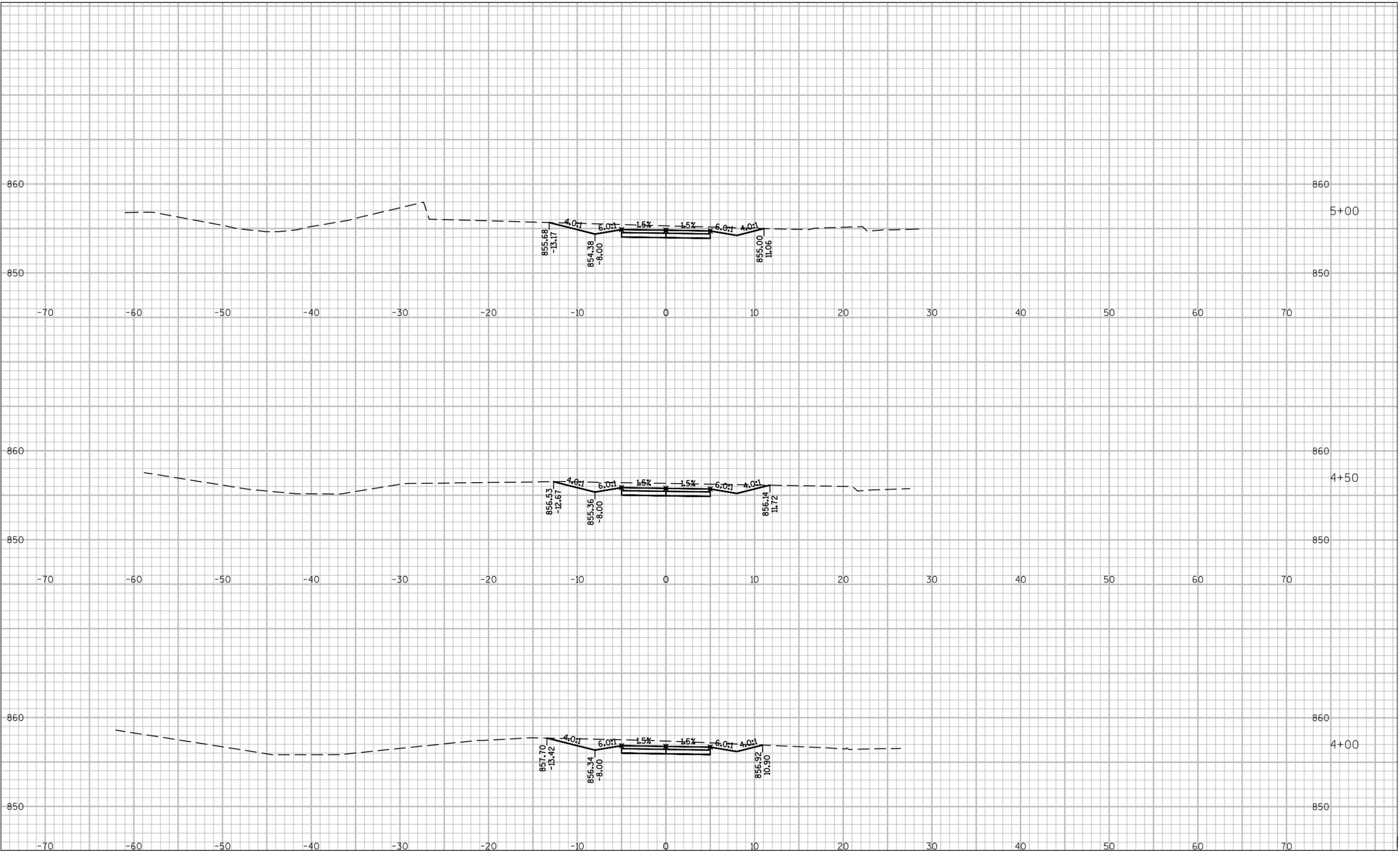
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**STONEWALL CONNECTION TRAIL
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 VILLAGE OF JACKSON**

CROSS SECTIONS			Date 9/3/15
Designer JAA	Technician TAL	Approval JLH	Sheet Number

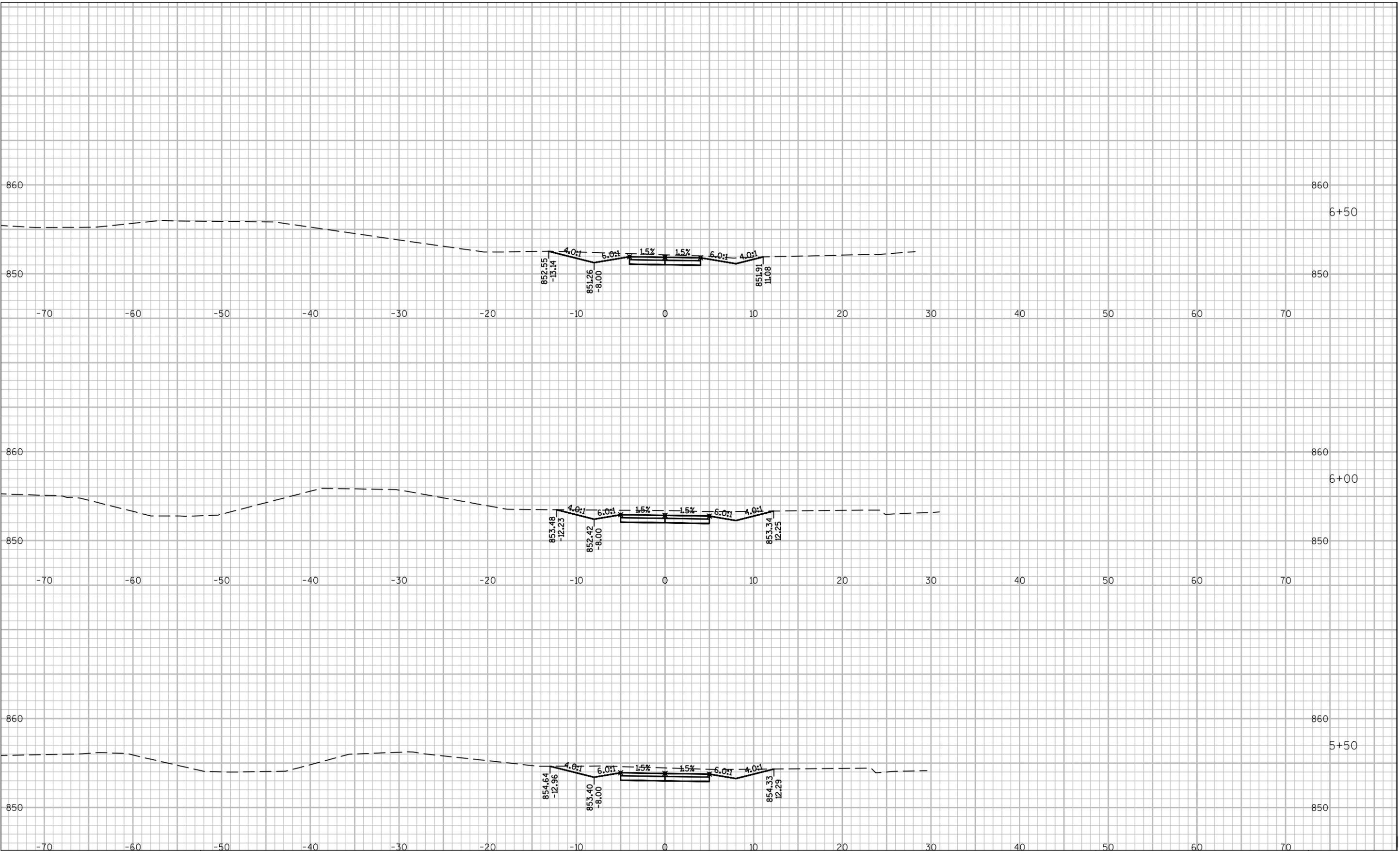
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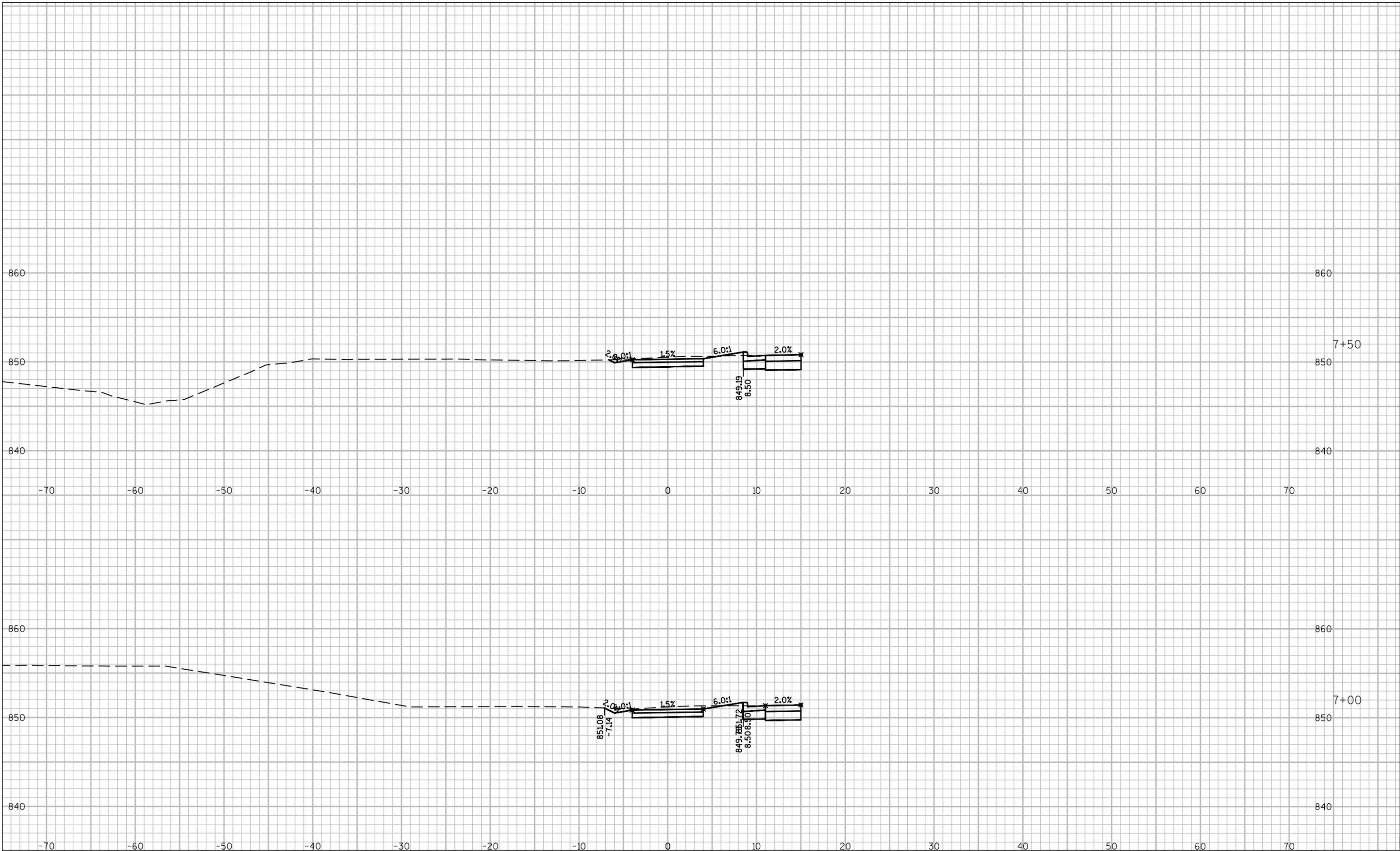
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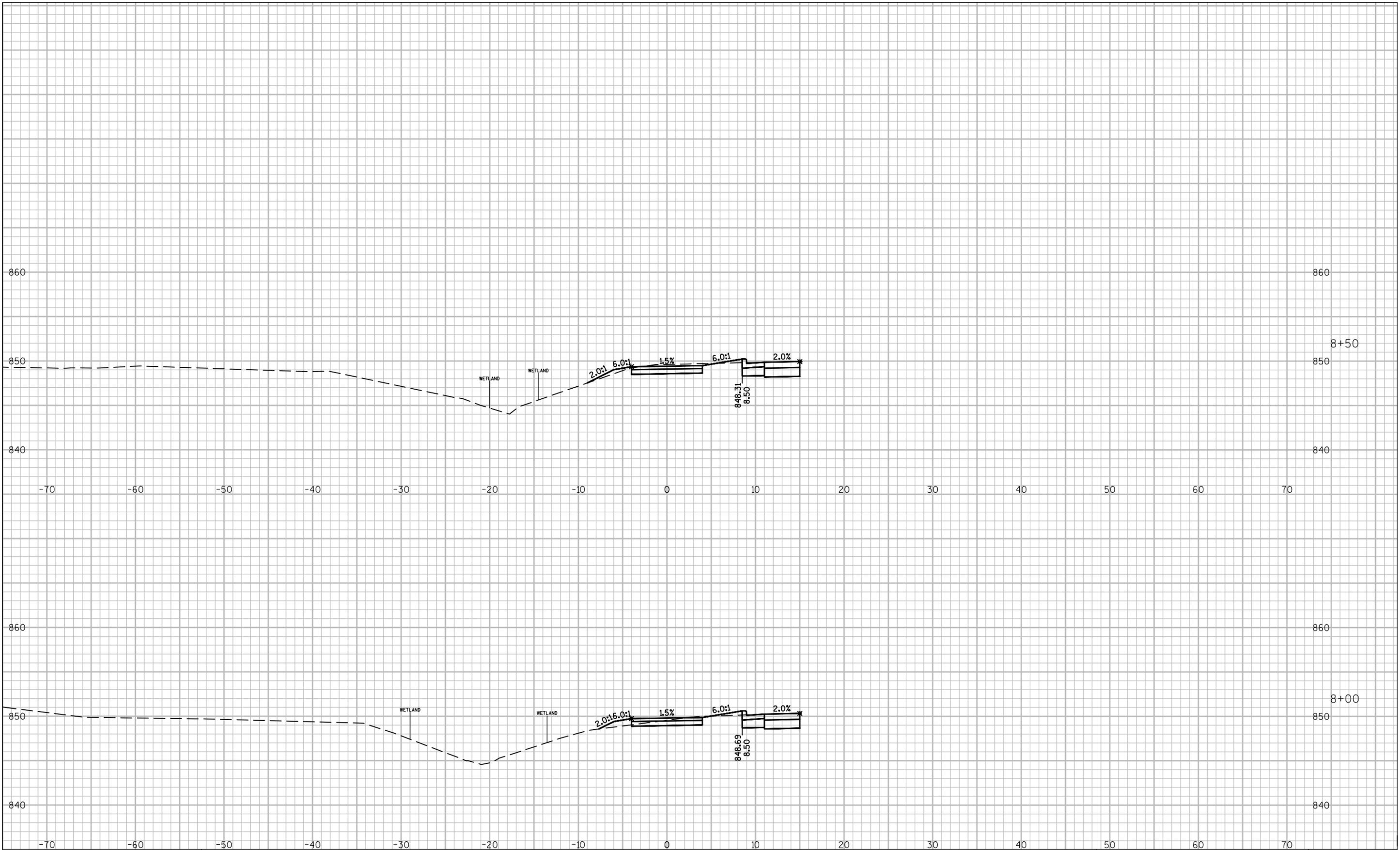
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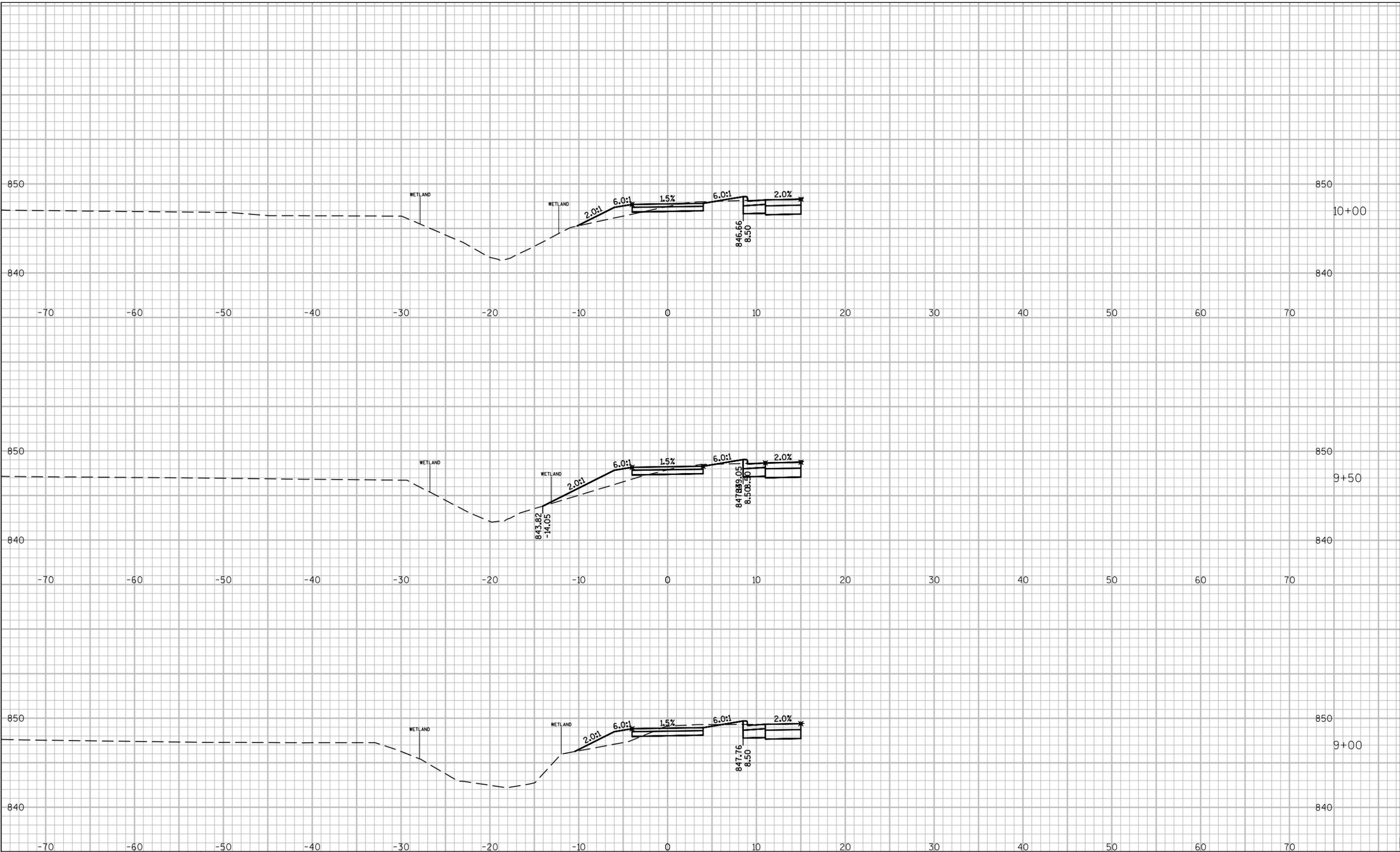
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 SHEET SET : 5.00
 PLOT SCALE : 10:1



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Designer JAA	Technician TAL	Approval JLH	Sheet Number

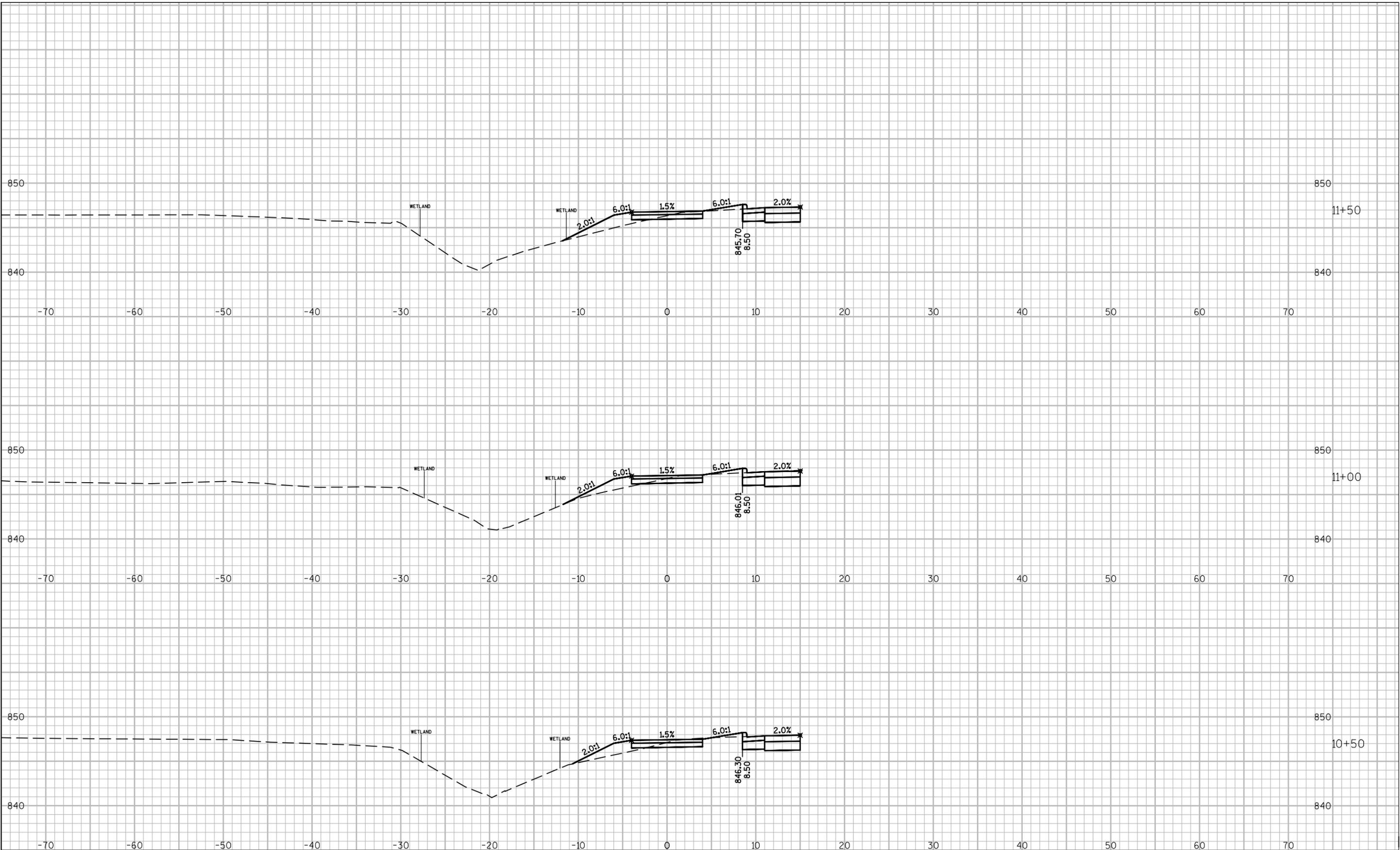
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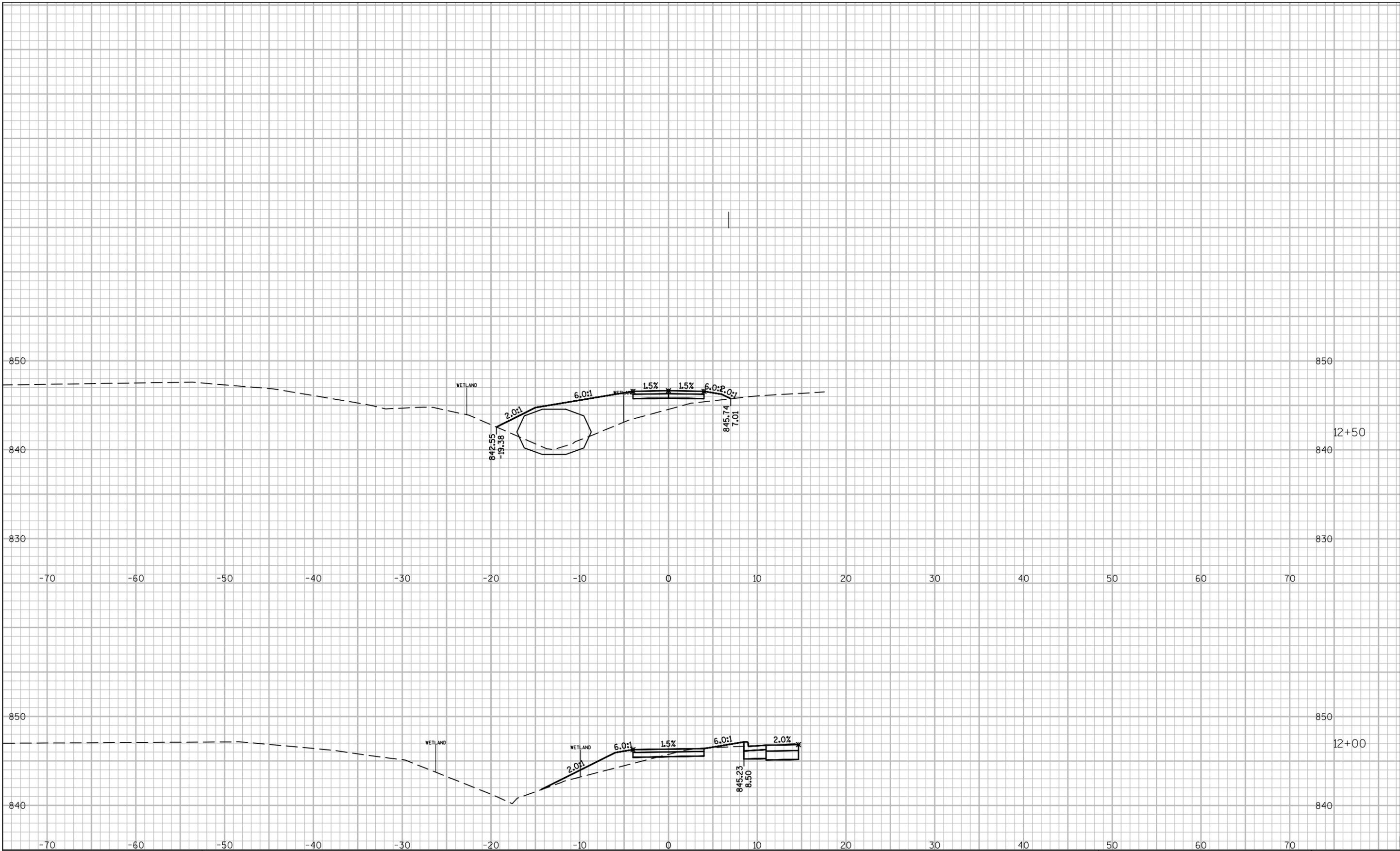
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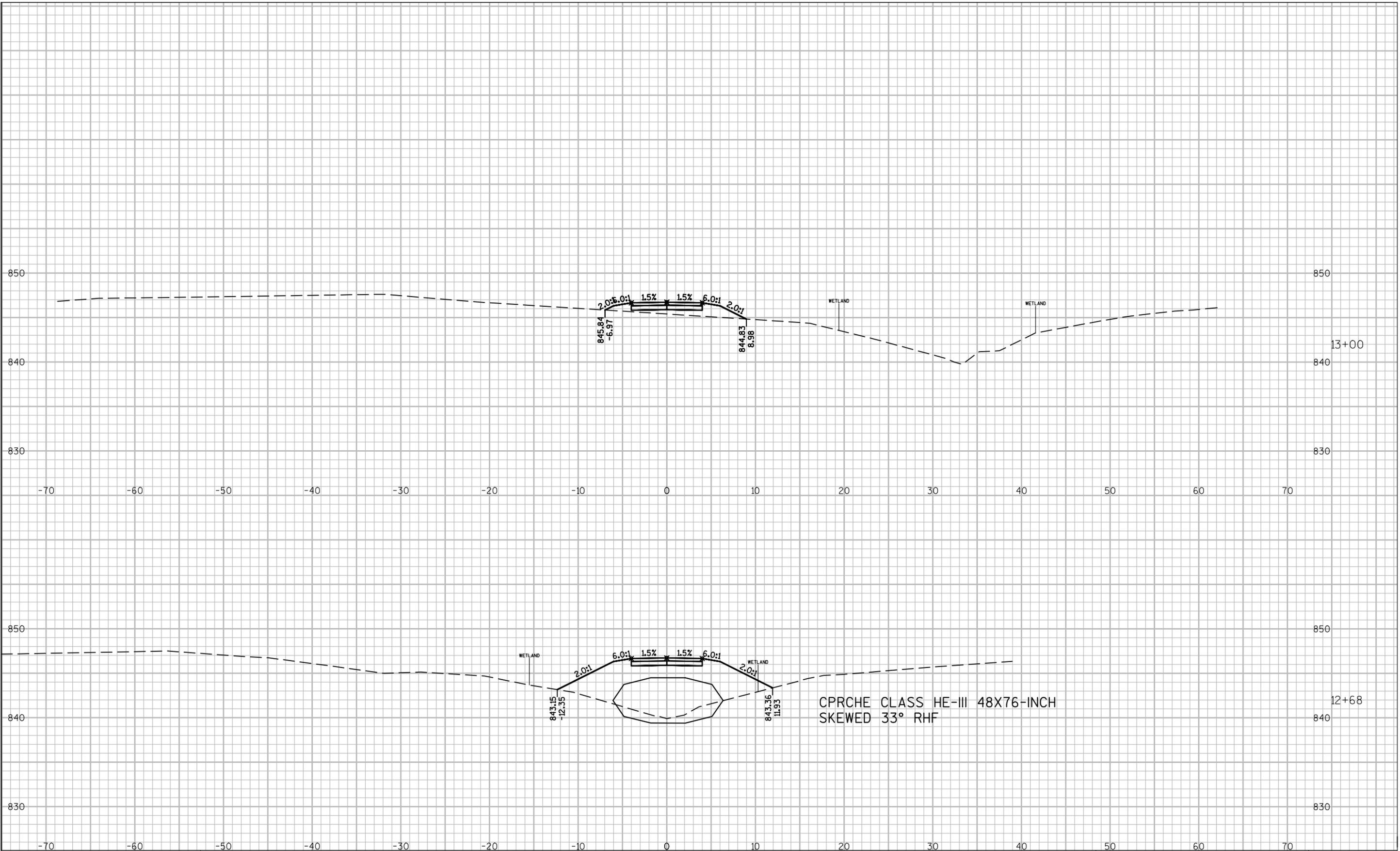
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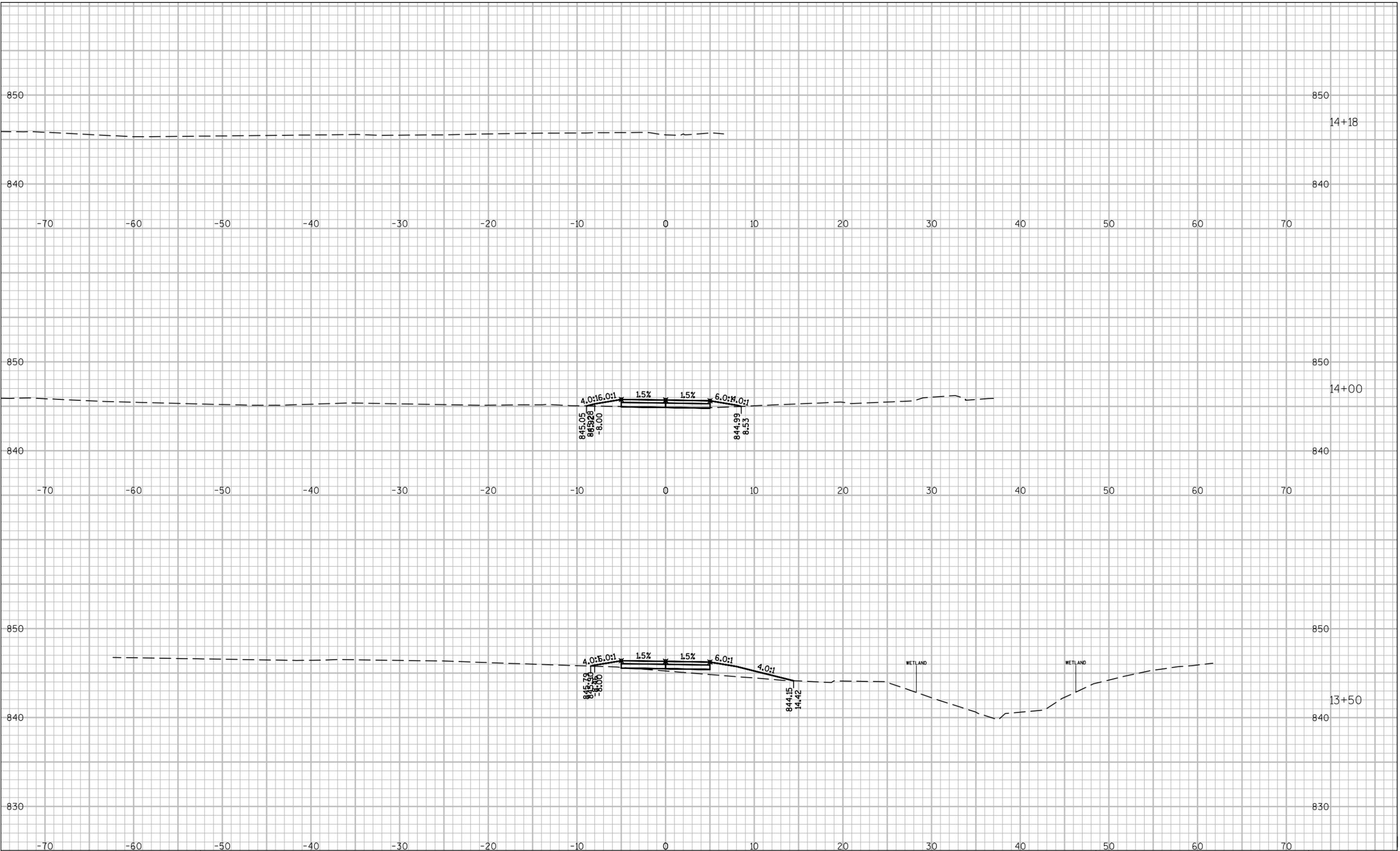
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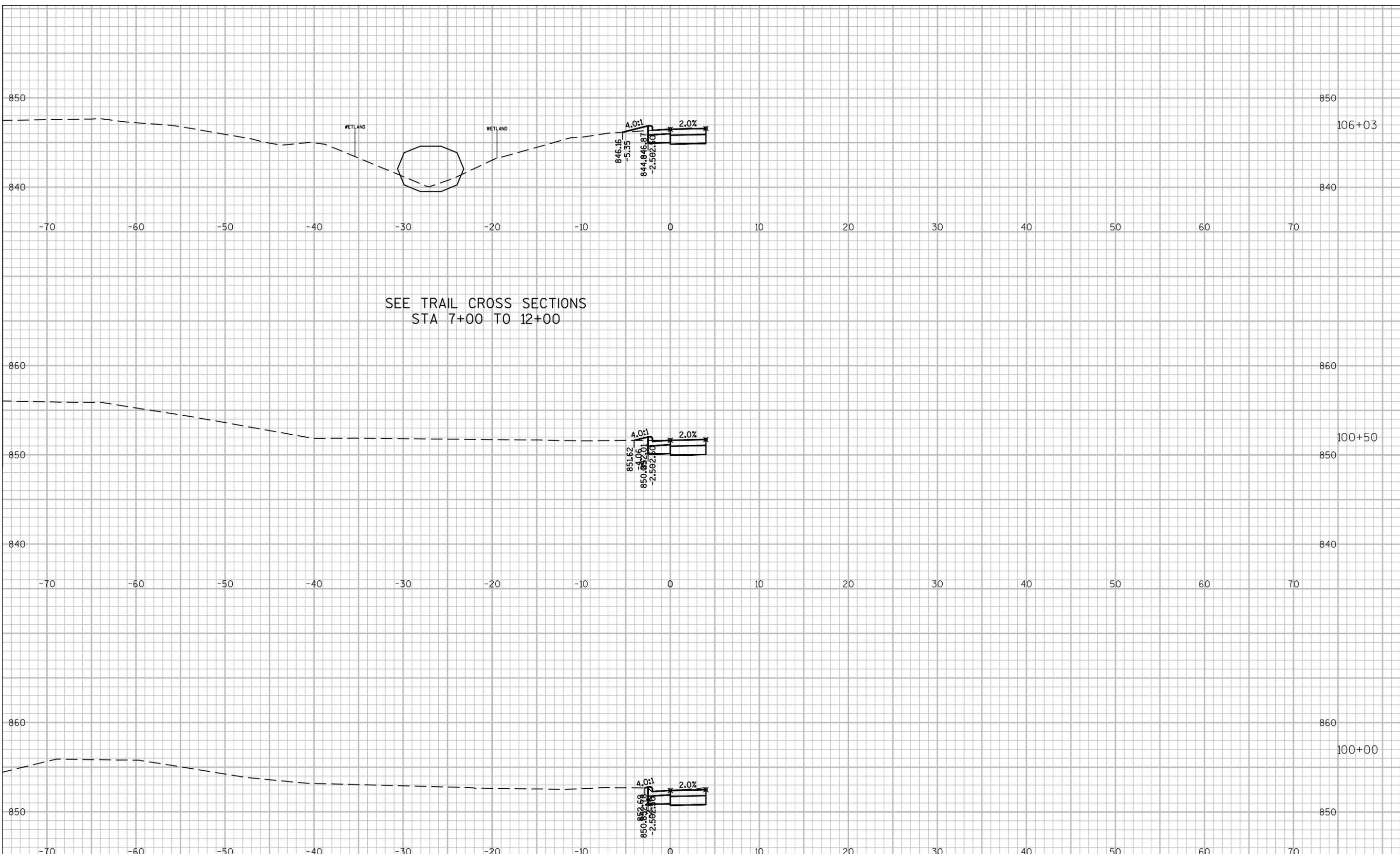
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 VILLAGE OF JACKSON**

CROSS SECTIONS			Date 9/3/15
Designer JAA	Technician TAL	Approval JLH	Sheet Number



September 18, 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 seventh 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 \$159,922.11 for the following work completed:

- Installation of process piping.
- Installation of Digester No. 2 mixing equipment.
- Painting of Digester No. 2 cover (Change Order No. 1).
- Steel replacement on the Digester No. 2 cover (Change Order No. 1).
- Approved piping changes from 4/9/15 and 6/4/15. It was not necessary to process a change order for these charges because they are less than the amount of past credits to the project.

Less the 5% retainage, Sabel is requesting a payment of \$151,926.00. After this payment, only retainage remains. At this time Clark Dietz, Inc. does not recommend payment for the Process Piping work (\$300.00) listed on this pay request, and we recommend payment of 90% of the Digester Mixing Equipment charge (for a total of \$10,800.00). Reconnection of process piping to Digester No. 2 and testing of the mixing equipment still remain. We therefore recommend payment of \$150,501.00 by the Village.

The next pay request from Sabel will be the final one for this project. That pay request will include \$19,158.31 in retainage and the \$1,500.00 withheld from this pay request, for a total of \$20,658.31. The \$150,000.00 remaining in the total contract amount will not be paid to the contractor. Included in that \$150,000.00 is \$90,000.00 for mixing equipment that the Village purchased independently, \$40,000 for a digester inspection that was deleted from the project, and a \$20,000.00 allowance that was not used during the course of the project. The total contract amount is therefore \$383,166.11.

Please feel free to contact me with any questions.

Sincerely,
Clark Dietz, Inc.

A handwritten signature in blue ink that reads 'Diane L. Thoune'.

Diane L. Thoune, P.E.
Project Engineer

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
 Kenosha, WI 53144

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 #: 1010-7
PERIOD TO: 07/31/15
PROJECT NOS:

Distribution to:

Owner	
Const. Mgr	
Architect	x
Contractor	

CONTRACT DATE: 08/01/14

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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.

1. ORIGINAL CONTRACT SUM -----	\$	367,900.00
2. Net change by Change Orders -----	\$	141,662.60
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	509,562.60
4. TOTAL COMPLETED & STORED TO DATE -\$ (Column G on Continuation Sheet)	\$	383,166.11

5. RETAINAGE:

a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	19,158.31
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	

Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)-----

\$	19,158.31
\$	364,007.80

6. TOTAL EARNED LESS RETAINAGE-----

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)-----

\$	212,081.80
\$	151,926.00

8. CURRENT PAYMENT DUE-----

(Line 3 less Line 6)

\$ 145,554.80

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.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$141,662.60	
TOTALS	\$141,662.60	
NET CHANGES by Change Order		\$141,662.60

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.

By: _____ **Date:** 7/31/15

State of: _____

County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____
 My Commission expires: _____

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.

ARCHITECT:

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1010-7

APPLICATION DATE: 08/19/14

PROJECT: Village of Jackson WWTP

Digester Improvements

Jackson, WI 53037

PERIOD TO: 31-Jul-15

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value		D Work Completed		E Completed This Period	F Materials Presently Stored (Not in D or E)	G Total Completed And Stored To Date (D + E + F)	% (G/C)	H Balance To Finish (C - G) Credit to owner	I Retainage
		From Previous Application (D + E)									
1	General Contract work	29,317.00	29,317.00					29,317.00	100%		1,465.85
2	General Demolition Work	13,060.00	13,060.00					13,060.00	100%		653.00
3	Painting Work	14,880.00	14,880.00					14,880.00	100%		744.00
4	Process Piping	47,544.00	47,244.00			300.00		47,544.00	100%		2,377.20
5	Electrical Work	33,659.00	33,659.00					33,659.00	100%		1,682.95
6	Digester Mixing Equipment	114,000.00	12,000.00			12,000.00		24,000.00	21%	90,000.00	1,200.00
7	Digester Covers	55,440.00	55,440.00					55,440.00	100%		2,772.00
8	Allowance	20,000.00								20,000.00	
9	Digester Inspection	40,000.00								40,000.00	
10	Scaffold	17,644.00	17,644.00					17,644.00	100%		882.20
11	Paint digester 2 cover (Change order #1)	58,160.00				58,160.00		58,160.00	100%		2,908.00
12	Digester 2 miscellaneous (change order 1)	30,979.60				30,979.60		30,979.60	100%		1,548.98
13	Additional steel work #2 (Change order 1)	34,879.00				34,879.00		34,879.00	100%		1,743.95
14	Piping changes 4/9/15	8,857.15				8,857.15		8,857.15	100%		442.86
15	Piping changes 6/4/15	14,746.36				14,746.36		14,746.36	100%		737.32
16											
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SUBTOTALS PAGE 2		533,166.11	223,244.00			159,922.11		383,166.11	72%	150,000.00	19,158.31

Memo

To: Board of Public Works
From: Brian W. Kober, P. E., Director of Public Works 
Subject: RFP for Wilshire Drive Reconstruction Project
Date: September 25, 2015
CC: Village Board; John M. Walther, Village Administer

The Village of Jackson requested proposals and qualification statements from engineering firms to assist with the street improvements for Wilshire Drive. The construction area consists of Wilshire Drive from Georgetown Drive to Jackson Drive. The proposed project is a continuing effort to correct storm water issues affecting the area and roadways.

Two engineering firms submitted proposals for the reconstruction project. The review process shall not only be based on price, but what each firm can deliver on the design of the reconstruction. Both engineering firms have the capability to complete the reconstruction project.

If the selection of the engineering service is to be accomplished by lowest fee, the recommendation would be Gremmer & Associates for a cost of \$48,321.00 plus incidentals cost (mileage, printing, etc.). The proposal amount includes design and inspection services. Gremmer & Associates has the knowledge of the Village's storm sewer system, and studied the approximate 120 acres watershed affecting the storm sewer network.

If you have any questions please let me know.

Brian W. Kober, P.E.

Village of Jackson
Proposal for Engineering Services
Wilshire Drive Reconstruction Project
Georgetown Drive to Jackson Drive
24-Sep-15

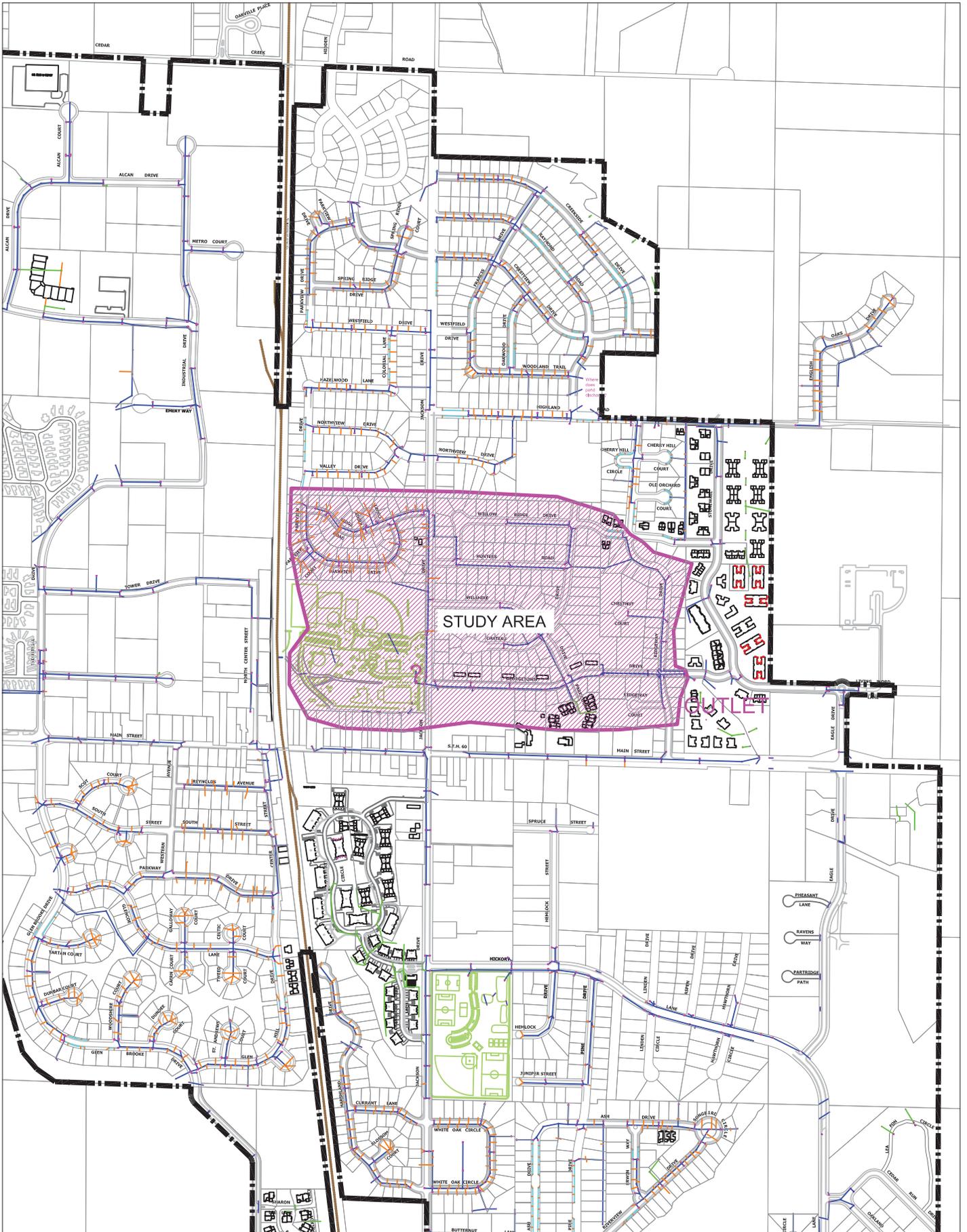
Task	Gremmer Associates	GAI Consultants
1) Preliminary Engineering	\$12,250	\$7,500
2) Final Design	\$8,166	\$7,500
3) Water Main Design (Georgetown Dr to Jackson Dr)	\$2,500	\$2,500
4) Sanitary Design and Permitting (Georgetown Dr to Chateau Dr)	\$1,155	\$1,500
5) Specs and bid documents	\$2,000	\$3,000
Total	\$26,071	\$22,000
4) Construction Services		
a) Construction Staking (lump sum)	\$4,500	\$4,800
b) Construction Inspection	\$14,150	\$17,000
c) As-built Survey (lump sum)	\$1,000	\$1,200
d) Construction Administartion	\$2,600	\$5,500
e) Construction Technician	\$0	\$750
Total	\$22,250	\$29,250

Total Design and Construction Service Cost \$48,321 \$51,250

DRAINAGE STUDY AREA

Georgetown Drive

Village of Jackson
Washington County



September 23, 2015

W151241.00

Village of Jackson
N168 W20733 Main Street
P.O. Box 637
Jackson, Wisconsin 53037

Attention: Mr. Brian Kober

**Letter of Understanding
Wilshire Drive Reconstruction
Village of Jackson**

Dear Brian,

Thank you for your interest in working with GAI Consultants, Inc. (GAI). Per your request, GAI is submitting this Proposal to the Village of Jackson for the performance of the professional services described below in the Scope of Services for the project stated above.

The southern limit of Wilshire Drive connects into Georgetown Drive which is currently being reconstructed. As you know, GAI performed design services for the Georgetown Drive reconstruction project and we are currently providing construction related services for the Georgetown Drive project. We believe that our knowledge of the project area and familiarity working with Village staff uniquely qualifies us as your best choice for successfully completing the Wilshire Drive Reconstruction project.

Project Understanding

The Village of Jackson is requesting a Proposal for design services and construction services for improvements to Wilshire Drive. The project limits will include Wilshire Drive from Georgetown Drive to Jackson Drive, approximately 1,400 feet. The Wilshire Drive Reconstruction project will include replacement of asphalt, base course, curb and gutter, driveway approaches, and sidewalk. Utility improvements will include storm sewer and storm sewer laterals. Storm sewer laterals will be extended to a connection to the sump lateral drain, which may include connections at homes. The project may include water main replacement and sanitary sewer replacement. We have included in our proposal 400 feet of sanitary sewer replacement between Chateau Drive and Georgetown Drive and 1,400 feet of water main replacement between Jackson Drive and Georgetown Drive.

Scope of Services

Based on our understanding of the project requirements/criteria provided to date by the Village of Jackson, GAI will perform the following described Scope of Services:

Task 1.0 Design Services

1.1 *Data Gathering and Field Survey:*

- 1.1.1. Hold kick-off meeting with Village staff and utility representatives.
- 1.1.2. Provide field survey at 50-foot cross sections over entire project limits as defined above. Obtain all sewer inverts and rim elevations, locate existing utilities and tree diameters at breast height, and acquire site topography. Surveys will verify cross section symmetry and intersection drainage.
- 1.1.3. Review existing data, including as-builts and systems maps.

1.2 *Preliminary Design:*

- 1.2.1. Evaluate location for storm sewer.
- 1.2.2. Review number and location of new catch basins.
- 1.2.3. Identify curb drainage flow direction, especially at intersections.
- 1.2.4. Incorporate the Village standards into specifications.
- 1.2.5. Meet with the Village staff for review of the 50 percent and 90 percent complete plans.

1.3 *Preparation of Final Plans and Specifications:*

- 1.3.1. Provide one set of drawings in plan and profile format. Plans will include existing topography and tree locations and diameters.
- 1.3.2. Provide elevation bench marks approximately every 500 feet and show on the plan set.
- 1.3.3. Prepare plans in 20-scale for 22" x 34" sheets, so that half-size sets are at 40-scale. Final plans for bidding will be 11" x 17" and in PDF format.
- 1.3.4. Show property addresses on the plans.
- 1.3.5. Provide station and offset for all new manholes, water main fittings, valves, etc.
- 1.3.6. Analyze drainage at existing intersections and recommend and provide new designs as necessary. Provide elevations at the ends and middle of radius for all curb returns and at manholes.
- 1.3.7. Provide construction cost estimates at the 50 percent and 90 percent review meetings.

1.4 *Utility Coordination:*

- 1.4.1. Inform utilities of the planned construction and provide them with preliminary and final plans.

1.5 *Bidding Assistance:*

- 1.5.1. Prepare complete bid documents (15 sets), including advertisement for bids.
- 1.5.2. Send the advertisement to the appropriate publications.
- 1.5.3. Distribute plans and collect plan deposits.
- 1.5.4. Respond to contractor inquiries and issue any required addenda.

1.6 *Meetings:*

- 1.6.1. Attend the design kick-off, 50 percent review, and 90 percent review meetings, held during the day with Village staff.

Task 2.0 Construction Services - Construction Contract Administration

During the Construction Phase:

- 2.1 *General Administration of Construction Contract.* ENGINEER/ CONSTRUCTION MANAGER shall consult with and advise OWNER and act as OWNER's representative as provided in the Construction Documents for this project. The extent and limitations of the duties, responsibilities and authority of ENGINEER/ CONSTRUCTION MANAGER shall not be modified, except to the extent provided in this document and except as ENGINEER/ CONSTRUCTION MANAGER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER/ CONSTRUCTION MANAGER who shall have authority to act on behalf of OWNER in

dealings with Contractor to the extent provided in this Proposal and in the Construction Documents for this project except as otherwise provided in writing.

2.2 *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor while it is in progress:

2.2.1. ENGINEER/ CONSTRUCTION MANAGER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER/ CONSTRUCTION MANAGER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. In addition, ENGINEER/ CONSTRUCTION MANAGER shall provide the services of a Resident Project Representative at the site to assist ENGINEER/ CONSTRUCTION MANAGER and to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend ENGINEER/ CONSTRUCTION MANAGER's responsibilities or authority beyond the specific limits set forth elsewhere in this Section 2.0. Such visits and observations by ENGINEER/ CONSTRUCTION MANAGER and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER/ CONSTRUCTION MANAGER in this Proposal and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER/ CONSTRUCTION MANAGER's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, ENGINEER/ CONSTRUCTION MANAGER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER/ CONSTRUCTION MANAGER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER/ CONSTRUCTION MANAGER contained in this paragraph are expressly subject to the limitations set forth in this Proposal.

2.2.2. The purpose of ENGINEER/ CONSTRUCTION MANAGER's visits to and representation by the Resident Project Representative at the site will be to enable ENGINEER/ CONSTRUCTION MANAGER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER/ CONSTRUCTION MANAGER during the Construction Phase, and, in addition, by the exercise of ENGINEER/ CONSTRUCTION MANAGER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER/ CONSTRUCTION MANAGER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall ENGINEER/ CONSTRUCTION MANAGER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER/ CONSTRUCTION MANAGER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the Contract Documents.

2.3 *Defective Work.* During such visits and on the basis of such observations, ENGINEER/ CONSTRUCTION MANAGER shall have authority to disapprove of or reject Contractor's work

- while it is in progress if ENGINEER/ CONSTRUCTION MANAGER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 2.4 *Clarifications and Interpretations; Field Orders.* ENGINEER/ CONSTRUCTION MANAGER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER/ CONSTRUCTION MANAGER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents with OWNER review and approval of such variations.
- 2.5 *Change Orders and Work Change Directives.* ENGINEER/ CONSTRUCTION MANAGER shall recommend Change Orders and Work Change Directives to OWNER as appropriate, and shall prepare Change Orders and Work Change Directives as required.
- 2.6 *Shop Drawings.* ENGINEER/ CONSTRUCTION MANAGER shall review and make recommendation to OWNER for approval of (or take other appropriate action in respect of) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. OWNER will engage DESIGN ENGINEER for any material or operational questions on Shop Drawing submissions as the DESIGN ENGINEER is responsible for the recommendation of materials used on the contract. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 2.7 *Applications for Payment.* Based on ENGINEER/ CONSTRUCTION MANAGER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:
- 2.7.1. ENGINEER/ CONSTRUCTION MANAGER shall determine the amounts that ENGINEER/ CONSTRUCTION MANAGER recommend Contractor are paid. Such recommendations of payment will be in writing and will constitute ENGINEER/ CONSTRUCTION MANAGER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER/ CONSTRUCTION MANAGER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER/ CONSTRUCTION MANAGER's responsibility to observe the work. In the case of unit price work, ENGINEER/ CONSTRUCTION MANAGER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER/ CONSTRUCTION MANAGER contained in Section 2.7.1 are expressly subject to the limitations set forth in Section 2.7.2 and other express or general limitations in this Agreement and elsewhere.
- 2.7.2. By recommending any payment ENGINEER/ CONSTRUCTION MANAGER shall not thereby be deemed to have represented that on-site observations made by ENGINEER/ CONSTRUCTION MANAGER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities

specifically assigned to ENGINEER/ CONSTRUCTION MANAGER in this Agreement and the Contract Documents. Neither ENGINEER/ CONSTRUCTION MANAGER's review of Contractor's work for the purposes of recommending payments nor ENGINEER/ CONSTRUCTION MANAGER's recommendation of any payment (including final payment) will impose on ENGINEER/ CONSTRUCTION MANAGER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER/ CONSTRUCTION MANAGER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

- 2.8 *Final Notice of Acceptability of the Work.* ENGINEER/ CONSTRUCTION MANAGER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER/ CONSTRUCTION MANAGER may recommend, in writing, final payment to Contractor.
- 2.9 *Limitation of Responsibilities.* ENGINEER/ CONSTRUCTION MANAGER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. ENGINEER/ CONSTRUCTION MANAGER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.
- 2.10 *Duration of Construction Phase.* The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by ENGINEER/ CONSTRUCTION MANAGER of final payment.

The duties and responsibilities of ENGINEER/ CONSTRUCTION MANAGER during the Construction Phase as set forth in this Section 2.0 are amended and supplemented as indicated in Section 3.0.

Task 3.0 Construction Management/ Observation Services

Duties, Responsibilities and Limitations of Authority of Resident Project Representative (RPR):

- ENGINEER/ CONSTRUCTION MANAGER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER/ CONSTRUCTION MANAGER in observing progress and quality of the work of Contractor.
- Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER/ CONSTRUCTION MANAGER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ENGINEER/ CONSTRUCTION MANAGER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall ENGINEER/ CONSTRUCTION MANAGER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. *In particular, the specific limitations set forth in Section 2.0 of this Scope of Services are applicable.*

The duties and responsibilities of the RPR are limited to those of ENGINEER/ CONSTRUCTION MANAGER as defined in Section 2.0 and in the construction Contract Documents, and are further limited and described as follows:

- 3.1 *General Job Performance Description:* RPR is ENGINEER/ CONSTRUCTION MANAGER's agent at the site, will act as directed by and under the supervision of ENGINEER/ CONSTRUCTION MANAGER, and will confer with ENGINEER/ CONSTRUCTION MANAGER regarding RPR's action, RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER/ CONSTRUCTION MANAGER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER/ CONSTRUCTION MANAGER.
- 3.2 *Duties and Responsibilities of RPR:*
 - 3.2.1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with ENGINEER/ CONSTRUCTION MANAGER concerning acceptability.
 - 3.2.2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - 3.2.3. *Liaison:*
 - 3.2.3.1. Serve as ENGINEER/ CONSTRUCTION MANAGER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER/ CONSTRUCTION MANAGER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
 - 3.2.3.2. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
 - 3.2.4. *Shop Drawings and Samples:*
 - 3.2.4.1. Receive Samples which are furnished at the site by Contractor, and notify ENGINEER/ CONSTRUCTION MANAGER and OWNER of availability of Samples for Examination.
 - 3.2.4.2. Record date of receipt of Shop Drawings and Samples.
 - 3.2.4.3. Advise ENGINEER/ CONSTRUCTION MANAGER, OWNER, and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by DESIGN ENGINEER/ OWNER.
 - 3.2.5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
 - 3.2.5.1. Conduct on-site observations of the Work in progress to assist ENGINEER/ CONSTRUCTION MANAGER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - 3.2.5.2. Report to ENGINEER/ CONSTRUCTION MANAGER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER/ CONSTRUCTION MANAGER of Work that RPR believes

- should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 3.2.5.3. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof; and observe record and report to ENGINEER/ CONSTRUCTION MANAGER appropriate details relative to the test procedures and start-ups.
- 3.2.5.4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project; record the results of these inspections and report to ENGINEER/ CONSTRUCTION MANAGER.
- 3.2.6. *Interpretation of Contract Documents:* Report to ENGINEER/ CONSTRUCTION MANAGER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER/ CONSTRUCTION MANAGER.
- 3.2.7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER/ CONSTRUCTION MANAGER and OWNER. Transmit to Contractor in writing decisions as issued by ENGINEER/ CONSTRUCTION MANAGER and OWNER.
- 3.2.8. *Records:*
- 3.2.8.1. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER/ CONSTRUCTION MANAGER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor, and other Project-related documents.
- 3.2.8.2. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER/ CONSTRUCTION MANAGER.
- 3.2.8.3. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 3.2.9. *Reports:*
- 3.2.9.1. Furnish to ENGINEER/ CONSTRUCTION MANAGER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- 3.2.9.2. Consult with ENGINEER/ CONSTRUCTION MANAGER in advance of scheduled major tests, inspections or start of important phases of the Work.
- 3.2.9.3. Draft proposed Change Orders and Work Change Directives, obtaining back-up material from Contractor and recommend to ENGINEER/ CONSTRUCTION MANAGER Change Orders, Work Change Directives, and Field Orders.

- 3.2.9.4. Report immediately to ENGINEER/ CONSTRUCTION MANAGER and OWNER the occurrence of any accident.
- 3.2.10. *Payment Requests:* Review Applications for Payment with Contractor for compliance with established procedure for their submission and forward with recommendations to ENGINEER/ CONSTRUCTION MANAGER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 3.2.11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER/ CONSTRUCTION MANAGER for review and forwarding to OWNER prior to final payment for the Work.
- 3.2.12. *Completion:*
 - 3.2.12.1. Submit to Contractor a list of observed items requiring completion or correction.
 - 3.2.12.2. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work; including, but not limited to, those to be performed by public agencies having jurisdiction over the work.
 - 3.2.12.3. Conduct a final inspection in the company of ENGINEER/ CONSTRUCTION MANAGER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
 - 3.2.12.4. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER/ CONSTRUCTION MANAGER concerning acceptance and issuance of the Notice of Acceptability of the Work.
- 3.3 *Limitations of Authority by RPR:*
 - 3.3.1. *Resident Project Representative:*
 - 3.3.1.1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER/ CONSTRUCTION MANAGER in conjunction with OWNER.
 - 3.3.1.2. Shall not exceed limitations of ENGINEER/ CONSTRUCTION MANAGER'S authority as set forth in this Scope of Services.
 - 3.3.1.3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
 - 3.3.1.4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
 - 3.3.1.5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

- 3.3.1.6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 3.3.1.7. Shall not authorize OWNER to occupy the Project in whole or in part.
- 3.3.1.8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER/ CONSTRUCTION MANAGER.

Task 4.0 Construction Staking

Provide construction staking for approximately 400 feet of 8" sanitary sewer at 50 foot intervals, including offset staking of 2 sanitary sewer manholes. Provide construction staking of approximately 1,400 feet of 8" water main, including valves and hydrants. Provide construction staking for approximately 1,300 feet of storm sewer at 50 foot intervals, including manholes and catch basins. Provide construction staking for approximately 2,800 feet of curb and gutter replacement at 50 foot intervals, grade changes, and at intersection end of radius points and mid-points. GAI will perform this task ONE time. Any subsequent trips will be handled through supplemental conditions within the existing contract.

- 4.1 All elevations and locations provided by GAI Consultants, Inc. ("GAI") must be verified and agreed to by Contractor before work is performed. These are critical steps to the construction process and by installation of construction materials; the OWNER agrees that the Contractor has shown sufficient evidence verifying the accuracy and level of the staking information provided to the Contractor by GAI.
- 4.2 *Locate and tie down horizontal control set in field by developer's engineer.* Verify vertical control as indicated on design plans. Record, on a copy of the development plat, both horizontal and vertical control for use in future year improvements (i.e. curb & gutter). File all data for future reference.
- 4.3 *Sanitary Sewer* - field staking
 - 4.3.1. Centerline of manholes (hub, lath & grade).
 - 4.3.2. Offsets @ 50' intervals along main and at all structures (hub, lath & grade).
- 4.4 *Water Main* - field staking
 - 4.4.1. Centerline of main @ 50' intervals and at fittings, valves and grade changes (hub, lath & grade).
 - 4.4.2. Centerline of hydrants (hub, lath & grade).
- 4.5 *Storm Sewer* - field staking
 - 4.5.1. Centerline of manholes (hub, lath & grade).
 - 4.5.2. Back of curb at catch basins (hub, lath & grade).
 - 4.5.3. Offsets @ 50' intervals along main (hub, lath & grade).
- 4.6 *Curb & Gutter* - field staking
 - 4.6.1. Offset @ 50' intervals and @ grade changes, radius points, and mid-radius points.

Task 5.0 Record Drawings

- 5.1 Prepare record drawings on mylar and electronic format for sanitary sewer, storm sewer, and water main construction. As-builts include survey data to field locate all new manholes, catch basins, valves, hydrants, curb valves, and sanitary sewer and storm sewer laterals.

Schedule

GAI will begin work upon receipt of a copy of this Proposal executed and authorized below. GAI will endeavor to complete its Scope of Services and complete design services within three (3) months of authorization, subject to delay occasioned by factors beyond GAI's reasonable control.

Compensation

Compensation for services rendered by GAI will be in accordance with the rates agreed to and incorporated into this Agreement between GAI and the Village of Jackson, for the services performed under this Proposal. The total probable cost of GAI's services under this Proposal is:

<u>Task 1.0 Design Services</u>	<u>Lump Sum</u>
Preliminary Engineering	\$7,500
Final Design	\$7,500
Water Main Design and Permitting (Georgetown Drive to Jackson Drive)	\$2,500
Sanitary Design and Permitting (Georgetown Drive to Chateau Drive)	\$1,500
Prepare Construction Bid Documents	\$3,000
Total	<u>\$22,000</u>

<u>Task 2.0 thru 5.0 Construction Services</u>	<u>Time and Material Probable Cost</u>
Construction Inspection	\$17,000
Construction Administration	\$5,500
Construction Technician	\$750
Construction Staking	\$4,800
As-Built Survey	\$1,200

Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with Exhibit A. Additional or extra work will be billed out at our current rate schedule.

Assumptions and Understandings

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Access to the project site(s) or other land upon which GAI is to conduct any field work will be available to GAI personnel in a timely manner.
2. All exploration locations will be marked and cleared by the Client for the existence of buried utility/piping structures.
3. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.

4. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
5. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
6. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
7. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within thirty (30) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within thirty (30) calendar days.
8. Client will prepare assessments if needed.
9. Client will prepare temporary construction easements if any are needed.
10. Client will pay for advertising costs.
11. Our construction services estimate assumes one Resident Project Representative for 5 weeks at 5 days per week and 8 hours per day, with an average of 8 hours of Construction Management/ Administration per week.

Thank you again for this opportunity, we look forward to working with you. GAI's technical team specializes in serving communities like Jackson, we offer national experience in addition to our local service.

Please do not hesitate to contact me at 262.250.8000 if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

Sincerely,
GAI Consultants, Inc.



Ronald D. Dalton, P.E.
Senior Engineering Manager



Andrew Nelson
Senior Director, Environmental Services

REQUESTED AND AUTHORIZED BY:

Village of Jackson

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

RDD:ALN/pat

Attachment: Exhibit A - GAI Standard Terms and Conditions for Professional Services

Mr. Brian Kober
September 23, 2015
W151241.00

EXHIBIT A
GAI Standard Terms and Conditions for Professional Services

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
2. Compensation - GAI hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or lump sum basis as set forth in GAI's Proposal to perform the Services.

IF GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.20 times the invoice rate shown on the attached Hourly Rate Schedule.
3. Invoicing/Payment
 - A. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
 - B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.
 - C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
 - D. Payments shall include the GAI invoice number and be mailed to the address on the proposal, to the attention of Accounts Receivable.
4. Changes - CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.
5. CLIENT Responsibilities - CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:
 - A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints, third party certification requirement(s), standards or budget limitation(s).
 - B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
 - C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
 - D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.
 - E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
 - F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
 - G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
 - H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 - I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.
6. Schedule/Delays - GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.
7. Document Ownership, and Reuse
 - A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.
 - B. Any reuse of the Work Product described above without written

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

- verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.
- C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
- D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.
8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Insurance
- A. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance: Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the aggregate.
- B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.
- C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
- D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.
10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.
11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.
12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.
13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.
14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.
15. Certifications – GAI shall not be required to execute any certification

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

with regard to work performed, tested, and/or observed under these Terms and Conditions unless:

- A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
- B. GAI believes that the work performed, tested or observed meets the certification criteria; and
- C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.

Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

16. Miscellaneous Terms of Agreement

- A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Wisconsin without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
- C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
- D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law.

In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.

- E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
- F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.
 - (1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or mailed to the other party, which termination notice shall

state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.

- (2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
- (3) In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.
- G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
- H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
- I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.
- J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.
- K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

END OF TERMS AND CONDITIONS

September 24, 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
Wilshire Drive (Jackson Drive to Georgetown Drive)

Dear Mr. Kober:

Thank you for the opportunity to work with you in providing engineering services for the Wilshire Drive reconstruct project from Jackson Drive to Georgetown Drive. We look forward to maintaining our excellent 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 ENGINEER.

SCOPE OF WORK

Scope of the project consists of survey and design for approximately 1,400' of street and utility improvements along Wilshire Drive. The ENGINEER will provide the following services. Items of work not specifically mentioned below shall be considered additional services.

Roadway and storm sewer design/plans:

1. Topographic and utility survey.
2. Preliminary and final roadway design/plans.
3. Preliminary and final storm sewer design/plans. Storm sewer sizing will be based on the size of the storm sewer outlet at Georgetown Drive.
4. Prepare and submit a DNR WRAPP permit application (formerly NOI).
5. Specifications, bid documents, and engineer's estimate.
6. Meet with the Village of Jackson as necessary throughout the design process.

Sanitary sewer design/plans alternate:

1. Preliminary and final sanitary sewer design/plans along Wilshire Drive from Georgetown Drive to Chateau Drive (approximately 400 feet)
2. Prepare and submit a DNR sanitary sewer permit application.

Water main design/plans alternate:

1. Preliminary and final watermain design/plans.
2. Prepare and submit a DNR water main permit application.

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. Pavement design report. Pavement structure will be based on OWNER standard pavement structures.
2. Right-of-way or easement work for the project.
3. Detailed Stormwater management plans/calculations.
4. DNR and/or US Army Corps of Engineers permitting/coordination beyond scoped items.

COMPENSATION

ENGINEER'S lump sum fee to complete the preliminary roadway and storm sewer design/plans work, as listed in the Scope of Work section of this document, is \$12,250.

ENGINEER'S lump sum fee to complete the final roadway and storm sewer design/plans work, as listed in the Scope of Work section of this document, is \$8,166.

ENGINEER'S lump sum fee to complete the specifications and bid documents, as listed in the Scope of Work section of this document, is \$2000.

ENGINEER'S lump sum fee to complete the sanitary sewer design/plans alternate, as listed in the Scope of Work section of this document, is \$1,155.

ENGINEER'S lump sum fee to complete the water main design/plans alternate, as listed in the Scope of Work section of this document, is \$2,500.

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, 2015 and labeled Exhibit A. The total construction observation fee is estimated at \$14,150 (200 hours * \$65/hour) for construction inspection, including reimbursables estimated at \$1,150 (25 trips * 80 mile/trip * \$0.575/mile). The total construction administration fee is estimated at \$2,600 (40 hours * \$65/hour). Total estimated construction observation and administration fee is \$16,750. Total estimated construction survey fee is estimated at \$4,500 for construction staking plus \$1,000 for as-built surveying. The grand total fee for all construction services is estimated at \$22,250.

The ENGINEER 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.

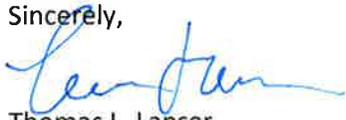
Additional services, at the request of the OWNER, will be billed according to the attached Professional Services Fee Schedule, dated May 1, 2015, and labeled Exhibit A.

GENERAL TERMS & CONDITIONS

ENGINEER's services will be performed in accordance with the attached General Terms and Conditions, dated May 1, 2015, and labeled Exhibit B. 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

RESOLUTION #15-16

**A RESOLUTION ADOPTING THE 2014 COMPLIANCE
MAINTENANCE ANNUAL REPORT FOR THE JACKSON
WASTEWATER TREATMENT FACILITY**

WHEREAS, the State of Wisconsin Department of Natural Resources requires a Compliance Maintenance Annual Report for the Village of Jackson Wastewater Treatment Plant; and

WHEREAS, the Village of Jackson Wastewater Treatment Plant Superintendent, the Village's Engineer, the Village Clerk and the Village Treasurer have completed the necessary information requested in the annual report; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Jackson, Washington County, Wisconsin, does hereby resolve that the Village Board has reviewed the Compliance Maintenance Annual Report, and has approved it for submission.

Introduced by: _____

Seconded by: _____

Vote: _____ Aye _____ Nay

Passed and Approved: _____

Michael E. Schwab – Village President

Attest: _____
Deanna L. Boldrey – Village Clerk-Treasurer

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

Compliance Maintenance Annual Report

Jackson (Village) Wastewater Treatment Plant

Last Updated: Reporting For:
8/31/2015 **2014**

Influent Flow and Loading

1. Monthly Average Flows and (C)BOD Loadings

1.1 Verify the following monthly flows and (C)BOD loadings to your facility.

Outfall No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average (C)BOD Concentration mg/L	x	8.34	=	Influent Monthly Average (C)BOD Loading, lbs/day
January	0.6954	x	303	x	8.34	=	1,755
February	0.6593	x	301	x	8.34	=	1,655
March	0.9416	x	246	x	8.34	=	1,933
April	1.1717	x	222	x	8.34	=	2,173
May	0.9473	x	259	x	8.34	=	2,045
June	1.1992	x	237	x	8.34	=	2,366
July	0.8462	x	264	x	8.34	=	1,861
August	0.7433	x	289	x	8.34	=	1,789
September	0.6466	x	324	x	8.34	=	1,748
October	0.7075	x	305	x	8.34	=	1,799
November	0.6983	x	302	x	8.34	=	1,759
December	0.7881	x	258	x	8.34	=	1,698

2. Maximum Month Design Flow and Design (C)BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	1.875	x	90	=	1.6875
		x	100	=	1.875
Design (C)BOD, lbs/day	2980	x	90	=	2682
		x	100	=	2980

2.2 Verify the number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times (C)BOD was greater than 90% of design	Number of times (C)BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

0

Compliance Maintenance Annual Report

Jackson (Village) Wastewater Treatment Plant

Last Updated: Reporting For:
8/31/2015 2014

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

Yes

Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

Yes

No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

Yes

No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

Yes

Yes

Yes

No

No

No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

Yes

gallons

No

Holding Tanks

Yes

gallons

No

Grease Traps

Yes

gallons

No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

Holding, Grease Decant, Septage, and Septage Decant is offloaded into two holding tanks then metered into the Influent stream eliminating slug loads. Grease is directly offloaded to the primary digester.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

Yes

No

If yes, describe the situation and your community's response.

Compliance Maintenance Annual Report

Jackson (Village) Wastewater Treatment Plant

Last Updated: Reporting For:
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6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

Yes

No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Jackson (Village) Wastewater Treatment Plant

Last Updated: Reporting For:
8/31/2015 2014

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	17	15.3	8	1	0	0
February	17	15.3	6	1	0	0
March	17	15.3	7	1	0	0
April	17	15.3	8	1	0	0
May	12	10.8	7	1	0	0
June	12	10.8	4	1	0	0
July	12	10.8	3	1	0	0
August	12	10.8	4	1	0	0
September	12	10.8	3	1	0	0
October	12	10.8	3	1	0	0
November	17	15.3	3	1	0	0
December	17	15.3	3	1	0	0

* Equals limit if limit is ≤ 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

Yes

Enter last calibration date (MM/DD/YYYY)

05/30/2014

No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

none

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

Yes

No

If Yes, please explain:

Compliance Maintenance Annual Report

Jackson (Village) Wastewater Treatment Plant

Last Updated: Reporting For:
8/31/2015 2014

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

- Yes
- No

If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

- Yes
- No
- N/A

Please explain unless not applicable:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Jackson (Village) Wastewater Treatment Plant

Last Updated: Reporting For:
8/31/2015 2014

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	12	10.8	5	1	0	0
February	12	10.8	3	1	0	0
March	12	10.8	3	1	0	0
April	12	10.8	3	1	0	0
May	12	10.8	4	1	0	0
June	12	10.8	3	1	0	0
July	12	10.8	2	1	0	0
August	12	10.8	2	1	0	0
September	12	10.8	2	1	0	0
October	12	10.8	2	1	0	0
November	12	10.8	1	1	0	0
December	12	10.8	1	1	0	0

* Equals limit if limit is <= 10

Months of Discharge/yr	12		
Points per each exceedance with 12 months of discharge:		7	3
Exceedances		0	0
Points		0	0
Total Number of Points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Jackson (Village) Wastewater Treatment Plant

Last Updated: Reporting For:
8/31/2015 2014

Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for NH3

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceedance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceedance
January	7		9.823529	1 0					
February	7		3.979375	0					
March	7		11.945	1					
April	4.3		3.943181	18 0					
May	5.7		1.794117	65 0					
June	3.9		1.155555	56 0					
July	3.9		3.133333	33 0					
August	3.9		4.017647	06 0					
September	3.9		1.970588	24 0					
October	4.3		3.061111	11 0					
November	7		1.035294	12 0					
December	7		1.166666	67 0					
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									1
Points:									10
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
Total Number of Points									10

10

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to detect exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to detect exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

With the cold temps and low solids in basins we had trouble nitrifying. With operational changes proper nitrification process returned.

Total Points Generated	10
Score (100 - Total Points Generated)	90
Section Grade	B

Compliance Maintenance Annual Report

Jackson (Village) Wastewater Treatment Plant

Last Updated: Reporting For:
8/31/2015 2014

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.6	1	0
February	1	0.6	1	0
March	1	0.6	1	0
April	1	0.6	1	0
May	1	0.6	1	0
June	1	0.5	1	0
July	1	0.6	1	0
August	1	0.8	1	0
September	1	0.6	1	0
October	1	0.7	1	0
November	1	0.5	1	0
December	1	0.5	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Jackson (Village) Wastewater Treatment Plant

Last Updated: Reporting For:
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Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- Land applied under your permit
- Publicly Distributed Exceptional Quality Biosolids
- Hauled to another permitted facility
- Landfilled
- Incinerated
- Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

1315.30 acres

2.1.2 How many acres did you use?

123.3 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

Yes (30 points)

No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

Yes

No (10 points)

N/A

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 002 - ANAEROBIC LIQUID

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75										4.63				0	0
Cadmium		39	85									<6.8					0	0
Copper		1500	4300		1070			1160				1290			970		0	0
Lead		300	840									<27.6					0	0
Mercury		17	57		<.0043			<.0045				<.0041			<1.7		0	0
Molybdenum	60		75									<27.6				0		0
Nickel	336		420									<27.6				0		0
Selenium	80		100									<27.6				0		0
Zinc		2800	7500									1430					0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

0 (0 Points)

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- 1-2 (10 Points)
 - > 2 (15 Points)
- 3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
 - No (10 points)
 - N/A - Did not exceed limits or no HQ limit applies (0 points)
 - N/A - Did not land apply biosolids until limit was met (0 points)
- 3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

- Exceedence Points
- 0 (0 Points)
 - 1 (10 Points)
 - > 1 (15 Points)

- 3.1.4 Were biosolids land applied which exceeded the ceiling limit?
- Yes (20 Points)
 - No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

0

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, Contact Us.

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	F
Sample Dates:	01/01/2014 - 12/31/2014
Density:	61,346
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	ANAER
Process Description:	Anaerobic Digestion *** As discussed with Jeff Deitsch, Fecals were not tested in 2014. The result entered is an average of previous years tests and is only included to allow the transmission of this form as it will not send if left blank. ***

0

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

- 4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?
- Yes (40 Points)
 - No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, Contact Us.

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Outfall Number:	002
Method Date:	12/31/2014
Option Used To Satisfy Requirement:	INJ
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	06/30/2014
Option Used To Satisfy Requirement:	INJ
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	09/30/2014
Option Used To Satisfy Requirement:	INJ
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	12/31/2014
Option Used To Satisfy Requirement:	INJ
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

5.2 Was the limit exceeded or the process criteria not met at the time of land application?

- Yes (40 Points)
- No

If yes, what action was taken?

6. Biosolids Storage

6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?

- >= 180 days (0 Points)
- 150 - 179 days (10 Points)
- 120 - 149 days (20 Points)
- 90 - 119 days (30 Points)
- < 90 days (40 Points)
- N/A (0 Points)

6.2 If you checked N/A above, explain why.

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<input type="text"/>	0
7. Issues 7.1 Describe any outstanding biosolids issues with treatment, use or overall management: <input type="text"/>	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Jackson (Village) Wastewater Treatment Plant

Last Updated: Reporting For:
8/31/2015 2014

Staffing and Preventative Maintenance (All Treatment Plants)

1. Plant Staffing

1.1 Was your wastewater treatment plant adequately staffed last year?

Yes

No

If No, please explain:

We had two operators leave at the same time in April 2014. New hirers started in late July. All operation where maintain during that time.

Could use more help/staff for:

No

1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?

Yes

No

If No, please explain:

2. Preventative Maintenance

2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?

Yes (Continue with question 2)

No (40 points)

If No, please explain, then go to question 3:

2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?

Yes

No (10 points)

2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?

Yes

Paper file system

Computer system

Both paper and computer system

No (10 points)

3. O&M Manual

3.1 Does your plant have a detailed O&M Manual that can be used as a reference when needed?

Yes

No

4. Overall Maintenance /Repairs

4.1 Rate the overall maintenance of your wastewater plant.

Excellent

Very good

Good

Fair

Poor

Describe your rating:

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In 2014 we improved the plants PM through better communication and updated the programing of tasks.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Jackson (Village) Wastewater Treatment Plant

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8/31/2015 2014

Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name: MICHAEL A GAGNE / Jeff L. Deitsch

Certification No: 32808 / 12234

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.08 and 114.09, Wisconsin Administrative Code, what grade and subclass(es) were required for the operator-in-charge to operate the wastewater treatment plant and what grade and subclass(es) were held by the operator-in-charge?

Required:

4 - CEFHIJ; C - ACTIVATED SLUDGE; E - DISINFECTION; F - ANAEROBIC DIGESTION; H - FILTRATION; I - PHOSPHORUS REMOVAL; J - LABORATORY

Held:

4 - ABCEFGHIJ; 4 - A=PRIMARY SETTLING GRADE 4; B=TRICKLING FILTER/RBC GRADE 4; C=ACTIVATED SLUDGE GRADE 4; E=DISINFECTION GRADE 4; F=ANAEROBIC DIGESTION GRADE 4; G=MECHANICAL SLUDGE GRADE 4; H=FILTRATION GRADE 4; I=PHOSPHORUS REMOVAL GRADE 4; J=LABORATORY GRADE 4

0

2.2 Was the operator-in-charge certified at the appropriate level to operate this plant?

- Yes (0 points)
- No (20 points)

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- One or more additional certified operators on staff
- An arrangement with another certified operator
- An arrangement with another community with a certified operator
- An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- A consultant to serve as your certified operator
- None of the above (20 points)

If "None of the above" is selected, please explain:

0

4. Continuing Education Credits

4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

Grades T, 1, and 2:

- Averaging 6 or more CECs per year.
- Averaging less than 6 CECs per year.

Grades 3 and 4:

- Averaging 8 or more CECs per year.
- Averaging less than 8 CECs per year.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

1. Provider of Financial Information

Name: (XXX) XXX-XXXX
 Telephone:
 E-Mail Address (optional):

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

- Yes (0 points)
- No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?

Year:

- 0-2 years ago (0 points)
- 3 or more years ago (20 points)
- N/A (private facility)

2.3 Did you have a special account (e.g., CWF required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

- Yes (0 points)
- No (40 points)

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

- 1-2 years ago (0 points)
- 3 or more years ago (20 points)
- N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR		\$	<input type="text" value="615,490.63"/>
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+	\$	<input type="text" value="225,644.25"/>
3.2.3 Adjusted January 1st Beginning Balance		\$	<input type="text" value="841,134.88"/>
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input type="text" value="49,689.31"/>
3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)	-	\$	<input type="text" value="63,689.63"/>
3.2.6 Ending Balance as of December 31st for CMAR Reporting Year		\$	<input type="text" value="827,134.56"/>

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All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Scada system upgrade with New Lab computers. Digester mixing upgrade

3.3 What amount should be in your Replacement Fund? \$

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP link under Info in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

0

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	The digestion process is proposed to have better mixing system installed, with possible a new cover for better plant efficiency	500000	2015

5. Financial Management General Comments

The Jackson Sewer utility continues to Follow the Master Plan of the plant along with the requirements from Wisconsin DNR during the discharge permit renewal process. Both have financial components that are essential in completing the outcome.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. CMOM Program

1.1 Do you have a Capacity, Management, Operation & Maintenance (CMOM) requirement in your WPDES permit?

- Yes
- No

1.2 Did you have a documented (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance (O&M) or CMOM program last calendar year?

- Yes (Continue with question 1)
- No (30 points) (Go to question 2)

1.3 Check the elements listed below that are included in your O&M or CMOM program.

Goals

Describe the specific goals you have for your collection system:

Cleaning and televising as much main line sewer as possible within budget and manpower.

Organization

Do you have the following written organizational elements (check only those that apply)?

- Ownership and governing body description
- Organizational chart
- Personnel and position descriptions
- Internal communication procedures
- Public information and education program

Legal Authority

Do you have the legal authority for the following (check only those that apply)?

- Sewer use ordinance Last Revised Date (MM/DD/YYYY) 01/10/2012
- Pretreatment/industrial control Programs
- Fat, oil and grease control
- Illicit discharges (commercial, industrial)
- Private property clear water (sump pumps, roof or foundation drains, etc.)
- Private lateral inspections/repairs
- Service and management agreements

Maintenance Activities (provide details in question 2)

Design and Performance Provisions

How do you ensure that your sewer system is designed and constructed properly?

- State plumbing code
- DNR NR 110 standards
- Local municipal code requirements
- Construction, inspection, and testing
- Others:

Overflow Emergency Response Plan:

Does your emergency response capability include (check only those that apply)?

- Alarm system and routine testing
- Emergency equipment
- Emergency procedures
- Communications/notifications (DNR, internal, public, media, etc.)

Capacity Assurance:

How well do you know your sewer system? Do you have the following?

- Current and up-to-date sewer map
- Sewer system plans and specifications

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- Manhole location map
 - Lift station pump and wet well capacity information
 - Lift station O&M manuals
- Within your sewer system have you identified the following?
- Areas with flat sewers
 - Areas with surcharging
 - Areas with bottlenecks or constrictions
 - Areas with chronic basement backups or SSOs
 - Areas with excess debris, solids, or grease accumulation
 - Areas with heavy root growth
 - Areas with excessive infiltration/inflow (I/I)
 - Sewers with severe defects that affect flow capacity
 - Adequacy of capacity for new connections
 - Lift station capacity and/or pumping problems
- Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed
- Special Studies Last Year (check only those that apply):
- Infiltration/Inflow (I/I) Analysis
 - Sewer System Evaluation Survey (SSES)
 - Sewer Evaluation and Capacity Management Plan (SECAP)
 - Lift Station Evaluation Report
 - Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="8"/>	% of system/year
Root removal	<input type="text" value=".01"/>	% of system/year
Flow monitoring	<input type="text" value="0"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="4.2"/>	% of system/year
Manhole inspections	<input type="text" value=".6"/>	% of system/year
Lift station O&M	<input type="text" value="1"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="0"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="0"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="0"/>	% of system/year
Private sewer I/I removal	<input type="text" value=".01"/>	% of private services

Please include additional comments about your sanitary sewer collection system below:

Through property maintenance program, we continue to find bad laterals and have them repaired. The Jackson WWTF will continue to repair, replace, and maintain the collection system as much as possible within budget and manpower.

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3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

23.26	Total actual amount of precipitation last year in inches
34.8	Annual average precipitation (for your location)
40.69	Miles of sanitary sewer
1	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
0	Number of basement backup occurrences
0	Number of complaints
.837	Average daily flow in MGD (if available)
1.2	Peak monthly flow in MGD (if available)
4.72	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.00	Basement backups (number/sewer mile)
0.00	Complaints (number/sewer mile)
1.4	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
5.6	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume (MG)
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

Yes

No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

Yes

No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

We continue to repair private lateral when found to be compromised.

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5.4 What is being done to address infiltration/inflow in your collection system?

The Village will continue to address the I&I by replacing old main line and manhole repair as feasible. Will continue to Tv Private laterals.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0021806

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	B	3	5	15
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			37	143
GRADE POINT AVERAGE (GPA) = 3.86				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

Village of Jackson

Date of Resolution or
Action Taken:

10/13/2015

Resolution Number:

15-16

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F. Regardless of grade, required for Collection Systems if SSOs were reported):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = B

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 3.86

DRAFT MINUTES
Board of Public Works Meeting
Tuesday, September 29, 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: Linda Granec, Brian Heckendorf, Scott Thielmann, and Corinne Benson.

Members excused: Tr. Mittelsteadt.

Not Present: Tr. Lippold

Staff present: Brian Kober, John Walther, Jim Micech

2. Approval of Minutes for August 25, 2015, meeting.

Motion by Corinne Benson, second by Scott Thielmann to approve the minutes of the August 25, 2015, Board of Public Works meeting.

Vote: 5 ayes, 0 nays. Motion carried.

3. Review of Bids for Stonewall Connector Trail Project.

Brian Kober presented information on the project. He reviewed the new design with the engineer estimate. He commented on the narrowing of the pavement to eight feet. The sign will be taken out as the DNR will not allow the sign. The new price is \$154,531.50. There is \$45,000 available with the grant.

Motion by Scott Thielmann, second by Corinne Benson to recommend the Village Board approve the new bid of \$154,531.50 with Johnson Paving.

Vote: 5 ayes, 0 nays. Motion carried.

4. Pay Request #7 – Digester Improvement Project.

Brian Kober reviewed the pay request as submitted in the packet. Brian also reviewed the project spreadsheet.

Motion by Brian Heckendorf, second by Tr. Olson to recommend the Village Board approve the Pay request #7 to Sabel Mechanical in an amount not to exceed \$150,501.

Vote: 5 ayes, 0 nays. Motion carried.

5. Resolution 15-16 Adoption of 2014 Compliance Maintenance Annual Report.

Brian Kober reviewed the report. Motion by Tr. Olson, second by Linda Granec to Recommend the Village Board approve Resolution 15-16 adoption of the Compliance Maintenance Report.

Vote: 5 ayes, 0 nays. Motion carried.

6. Pay Request #2 – Georgetown Dr. Reconstruction Project.

Brian Kober reviewed the pay request for the Georgetown Dr. Reconstruction Project.

Motion by Linda Granec, second by Corinne Benson, to refer the item to the next Board of Public Works Meeting.

Vote: 5 ayes, 0 nays. Motion carried.

7. Review of Engineering Services Wilshire Dr. Reconstruction Project.

Motion by Scott Thielmann, second by Linda Granec to recommend the Village Board approve Engineering services in an amount not to exceed \$48,321, plus incidentals, with Gremmer &

Wilshire Dr. Reconstruction Project.
Vote: 5 ayes, 0 nays. Motion carried.

8. 2016 Budget Presentation – Building Inspection Department.

Building Inspector Jim Micech presented the 2016 Budget.

9. 2016 – Five (5) year Capital Improvements Program.

Brian Kober presented the 2016 Five (5) Year Capital Improvements Program.

10. 2016 – Public Works Equipment Program.

Brian Kober presented the 2016 Public Works Equipment Program.

11. 2016 – Budget Presentation – Water & Wastewater Utility & Public Works.

Brian Kober presented the 2016 Water & Wastewater Utility & Public Works Budget Presentation.

12. Director of Public Works Report.

Brian Kober reviewed the Public Works Report.

Brian reminded the public and board of the October 10, 2015, Washington County Household & Agricultural Hazardous Waste Full Service Collection.

Brian commented that prior to the next Board of Public Works meeting he will offer tours of the Police Department building and the Village Hall.

Motion by Linda Granec, second by Scott Thielmann to place the report on file.

Vote: 5 ayes, 0 nays. Motion carried.

13. Citizens/Village Staff to address the Board.

Casey Latz spoke. She commented thank you to the Village Board and the Board of Public Works for the sidewalks on Jackson Drive for the safety of the kids. She noted concern of placement of sidewalks on Eagle Drive and the assessment.

14. Adjourn.

Motion by Linda Granec, second by Corinne Benson to adjourn at 9:07 p.m.

Vote: 5 ayes, 0 nays. Motion carried.

Respectfully submitted by: Deanna L. Boldrey, Village Clerk-Treasurer

RESOLUTION #15 - 18

**A RESOLUTION TERMINATING
THE VILLAGE OF JACKSON TELECOMMUNICATIONS UTILITY FUND**

WHEREAS, the Village of Jackson currently owns a Telecommunications Utility (“Telecom”) certified by the Wisconsin Public Service Commission (“PSC”); and

WHEREAS, the Village of Jackson currently maintains a Telecom Fund; and

WHEREAS, the Village of Jackson Telecom’s useful life has come to an end, and the Telecom has zero customers; and

WHEREAS, the Village of Jackson is working with the PSC to decertify the Telecom; and

WHEREAS, the Village of Jackson General Fund advanced funds to the Telecom in the amount of \$1,320,067, as of December 31, 2014, as a long-term advance between the General Fund and the Telecom; and

WHEREAS, The Village of Jackson’s Telecom Fixed Assets have a minimal value, if any; now

BE IT RESOLVED, the Village of Jackson does hereby terminate the Telecom Fund, and forgive the advance in the amount of \$1,320,067 plus/minus minor amounts for 2015.

Introduced by: _____

Seconded by: _____

Vote: _____ ayes _____ nays

Passed and Approved: _____

Michael E. Schwab – Village President

Attest: _____
Deanna L. Boldrey – 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