

**AGENDA**  
**VILLAGE BOARD MEETING**  
**Tuesday, August 11, 2020 at 7:30 p.m.**  
**Jackson Area Community Center**  
**N168 W20330 Hickory Lane**  
**Jackson, WI 53037**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Village Citizen Comment on an Agenda Item (Please Sign In)
4. Public Hearing – Planned Unit Development Amendment – Home Path Financial LP - Morning Meadows Subdivision – Phase I – Site Plan and Developers Agreement  
(Plan Commission Draft Minutes)
5. Approval of Minutes for the Village Board Meeting of July 14, 2020
6. Development Agreement – Laurel Springs Villas – Bielinski Development
7. Approval of Licenses
  - Operators Licenses:
    - East Side Mart: Jessica L. Jawson
    - The Village Mart: Cathleen A. Frank, Alexis J. Gramlow
8. Budget & Finance Committee
  - Change Order #2 – Municipal Complex Building
  - Pay Request #4 – Municipal Complex Building
  - Change Order #1 – Spruce Street & Ridgeway Drive Extension Project
  - Pay Request #1 – Spruce Street & Ridgeway Drive Extension Project
9. Plan Commission
  - No Additional Recommendations
10. Board of Public Works
  - Morning Meadows Phase I – Sanitary Sewer and Water Extension  
(Board of Public Works Packet)
11. Joint Parks & Recreation
  - Eagle Scout Project Approval, Library Boxes – Diego Christy
12. Village Municipal Complex – Update – Cedar Corp
13. West Bend School District Report

14. Washington County Board Report
15. Greater Jackson Business Alliance Report
16. Departmental Reports
17. COVID-19 Update
18. Succession Planning – Update
19. Polling Place - Discussion
20. Kerry Plant Update – Discussion
21. Village Facebook Page - Discussion
22. Citizens to Address the Village Board
23. Future Agenda Items
24. Closed Session pursuant to Wis. Stats. §19.85(1)(f) Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations; concerning a Village employee; and §19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, and conducting other public business because competitive and bargaining reasons require a closed session” and “19.85(1)(g) conferring with legal counsel for the Village who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which the Village is likely to become involved with the Town of Jackson regarding the Jackson Area Community Center.”  
Reconvene into Open Session with Possible Action.

## 25. 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.

**DEVELOPMENT AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Home Path Financial LP (“Developer”), and the Village of Jackson, a municipal corporation of the State of Wisconsin, located in Washington County, (“Village”).

**WHEREAS**, the Developer is the owner of 92.17 acres which has been zoned and approved for single-family development in the Village of Jackson, Washington County, Wisconsin, as follows:

**MORNING MEADOWS – PHASE I  
(CONSISTING OF TWENTY-FOUR LOTS)  
See EXHIBIT “A” Attached Hereto  
for legal description**

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

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

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

**SECTION I. IMPROVEMENTS**

- A. **Phasing** The public improvements within the project shall be completed in three phases in accordance with the plan attached hereto as **EXHIBIT “B”**.
  
- B. **Streets**
  - 1. Developer shall complete the construction of **Road “A”** except the final course of asphalt, including underground utilities prior to issuance of building permits within the site, **other than the building permits for the model homes referred to in Section IV. D.3.**
  - 2. The second course of asphalt shall be installed no earlier than 12 months and no later than 24 months following the installation of the first course of asphalt, or as directed by the Village Engineer.
  
- C. **Sanitary Sewer**

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

**D. Water Distribution**

1. Developer shall furnish, construct and install water mains in accordance with the design plans prepared by R.A. Smith, Inc. and as approved by the Village. If a water main in excess of 12 inches is required, the Village is responsible for the cost of oversizing. Costs shall be paid within 45 days of receiving a detailed billing from Developer.
2. All water main and service lateral construction by Developer shall be done in accordance with standard specifications of the Village and shall be completed prior to the application of the first lift of asphalt street paving.
3. Water connection charges shall be determined at the time each building permit is issued and shall be paid by the builder requesting the connection according to the connection/impact fee in effect at the time each building permit issued.

**E. Storm Sewer**

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

**F. Erosion Control Plan**

Developer shall comply with the erosion control plan prepared by R.A. Smith, Inc., which conforms to the provisions of the Village of Jackson Municipal Code.

**G. Grading Plan**

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

**H. Landscaping**

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

**I. Completion Date**

All public improvements on the site for which a completion date is not otherwise specified, other than the final lift of asphalt paving, shall be completed prior to the issuance of building permits, other than for the model homes referred to in Section IV.D.3., per Village of Jackson Municipal Code.

**J. Installation of Improvements**

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

**K. Signs**

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

**L. Street Lamps**

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

**SECTION II. APPROVAL AND TRANSFER OF IMPROVEMENTS**

**A. Inspection**

All utility construction shall be inspected and tested by the Village Engineer or a consultant retained by him to assure that it complies with all construction and improvement requirements

of the Village. Before any sureties are released to Developer, the Village Engineer shall report the satisfactory completion and recommend acceptance of all improvements to the Board of Public Works and Village Board. The Village Engineer shall review any written requests from Developer and respond in writing within 30 days of receiving said letter indicating acceptance or reasons for denial of acceptance of said improvements. Developer shall pay the actual cost of such inspections as required by Section 38.14(f) of the Village of Jackson Municipal Code attached as **EXHIBIT "C"**.

**B. As-Builts**

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

**C. Dedication**

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

**D. Acceptance**

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

**E. Street Grades**

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

**F. Improvement Guarantee**

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

**G. Title Evidence**

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

**H. As-Built Alterations or Repairs**

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

**SECTION III. FINANCIAL GUARANTEE**

**A. Letter of Credit**

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

**B. Preservation of Assessment Rights**

In the event of a default by Developer under this agreement, and in addition to other remedies provided to the Village by this Agreement, the Village shall have the right without notice or hearing, to impose special assessments for any amount to which the Village is entitled by virtue of this Agreement. This provision constitutes Developer's consent to the installation by the Village of all public improvements required by this Agreement and constitutes Developer's

waiver of notice and consent to all special assessment proceedings as described in Sec. 66.0701, Wis. Stats. In addition, if any of the common areas within the site are not maintained by the homeowner's association created by Developer in a manner acceptable to the Village, the Village shall have the authority to provide the maintenance and charge the proportionate costs thereof against each unit within the Development as a special assessment or special charge pursuant to Section 66.0701 Wis. Stats.

**C. Remedies Not Exclusive**

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

**SECTION IV. PERMITS AND FEES**

**A. Park Fees**

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

**B. Police and Fire Impact Fees**

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

**C. Washington County Special Assessment**

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

**D. Building Permits**

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

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

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

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

**E. Developer’s Responsibility for Work**

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

**F. Insurance Requirements**

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

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

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

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

**SECTION V. LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY**

**A. Laws to be Observed**

Developer shall at all times observe and comply with all federal, state, and local laws, regulations, and ordinances which are in effect or which may be placed in effect, which may affect the conduct of the work to be accomplished under this Agreement (“Work”). Developer shall indemnify and save harmless, the Village and all its agents, officers, and employees, against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether by himself or his agents, employees, or contractors. Developer

shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the work to be completed under this Agreement.

**B. Public Protection and Safety**

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

Owner’s Protective Liability (Independent Contractor Insurance):

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

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

**C. Indemnification**

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

**D. Personal Liability of Public Officials**

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

## **SECTION VI. MISCELLANEOUS PROVISIONS**

### **A. Survey Monuments**

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

### **B. Zoning**

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

### **C. Indemnification for Environmental Contamination**

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

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

### **D. Easements**

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

**E. Trash Container**

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

**F. Pond and Common Areas**

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

**G. Exhibits**

- "A" Legal Description of Property
- "B" Site Plan / Phasing Plan
- "C" Section 38-14 of Municipal Code
- "D" Itemization of Letter of Credit

**SECTION VII. APPROVAL**

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

**SECTION VIII. AMENDMENTS**

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

**SECTION IX. BINDING EFFECT**

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

**HOME PATH FINANCIAL, INC.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name – President

Subscribed and sworn to before me

on: \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public – State of Wisconsin (print name)

\_\_\_\_\_  
Notary signature

My commission expires: \_\_\_\_\_

**VILLAGE OF JACKSON**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Michael E. Schwab, Village President

Subscribed and sworn to before me

on: \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public – State of Wisconsin (print name)

\_\_\_\_\_  
Notary signature

My commission expires: \_\_\_\_\_

**DRAFT MINUTES  
PLAN COMMISSION MEETING  
Thursday, July 30, 2020 at 7:00 p.m.  
Jackson Village Hall  
N168 W20733 Main Street  
Jackson, WI 53037**

**1. Call to Order and Roll Call**

Tr. Kruepke called the meeting to order at 7:00 p.m.

Members Present: Keith Berben, Tr. Kruepke, Jon Molkentin, Dan Reik and Jon Weil

Member Excused: Pres. Schwab

Member Absent: Tr. Emmrich

Village Board Member Present: Tr. Heckendorf

Staff Present: John Walther and Jilline Dobratz

**2. Approval of Minutes for the Plan Commission Meeting of June 25, 2020**

Motion by Jon Molkentin, second by Keith Berben to approve the Plan Commission minutes of June 25, 2020 as presented.

Vote: 5 ayes, 0 nays. Motion carried.

**3. Planned Unit Development Amendment – Home Path Financial LP – Morning Meadows Subdivision – Phase I – Site Plan and Developers Agreement**

Ed Woodland, Home Path Finance, gave background information on the project.

They are purchasing the property from Bill Carity. Construction drawings and engineering plans for the first phase of lots has been submitted. These will be coming in from Sherman Road up to County Highway P, approximately 24 lots. They are planning to develop the first group of lots this fall. Then immediately start on the second group of lots by spring or summer of next year, approximately 44 lots. The last phase will be developed in two to three years. John Walther provided information on the interceptor sewer that runs along Sherman Road which would require a special assessment in addition to impact fees.

Motion by Jon Weil, second by Jon Molkentin to recommend Village Board approve the Planned Unit Development Amendment – Home Path Financial LP – Morning Meadows Subdivision – Phase I – Site Plan and Developers Agreement per staff comments.

Vote: 5 ayes, 0 nays. Motion carried.

**4. Discussion of Possible Chicken Ordinance**

John Walther stated in conversations with the Attorney, it was proposed we modify Section 6-27 of the code to allow chickens subject to a Conditional Use Permit. The Building Inspector would be in charge of enforcing the ordinance.

Motion by Keith Berben, second by Dan Reik to refer Discussion of Possible Chicken Ordinance to the next Plan Commission meeting.

Vote: 5 ayes, 0 nays. Motion carried.

**5. Citizens to Address the Plan Commission**

Jon Weil inquired on having designated truck routes within the Village to protect its infrastructure. Tr. Kruepke requested the discussion of a possible designated truck route be on the next Plan Commission agenda.

**6. Adjourn**

Motion by Tr. Kruepke, second by Jon Weil to adjourn.

Vote: 5 ayes, 0 nays. Meeting adjourned at 7:25 p.m.

Respectfully submitted,

Jilline Dobratz, *CMC/WCMC*  
Village Clerk

DRAFT

**DRAFT MINUTES**  
**Village Board Meeting**  
**Tuesday, July 14, 2020 at 7:30 p.m.**  
**Jackson Village Hall**  
**N168 W20733 Main Street**  
**Jackson, WI 53037**

**1. Call to Order and Roll Call.**

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

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

Staff Present: Brian Kober, Chief Swaney, Kelly Valentino, Chief Vossekuil, John Walther and Jilline Dobratz.

**2. Pledge of Allegiance.**

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

**3. Any Village Citizen Comment on an Agenda Item.**

None.

**4. Public Hearing – Resolution #20-10 – Final Special Assessment Chateau Drive & Hickory Lane Project**

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

Motion by Tr. Olson, second by Tr. Lippold to approve Resolution #20-10 – Final Special Assessment Chateau Drive & Hickory Lane Project in the amount of \$58,067.83.

Vote: 7 ayes, 0 nays. Motion carried.

**5. Public Hearing – Resolution #20-09 – Final Special Assessment Jackson Park Alley Project**

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

Motion by Tr. Heckendorf, second by Tr. Wells to approve Resolution #20-09 – Final Special Assessment Jackson Park Alley Project in an amount of \$28,527.50.

Vote: 7 ayes, 0 nays. Motion carried.

**6. Public Hearing – Planned Unit Development Amendment-Premier Rosewood Jackson PR3 - Sign – Rosewood Lane**

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

Motion by Pres. Schwab, second by Tr. Kruepke to approve Planned Unit Development Amendment-Premier Rosewood Jackson PR3 – Sign – Rosewood Lane as presented.

Vote: 7 ayes, 0 nays. Motion carried.

**7. Public Hearing – Conditional Use Permit-Jackson Golf Club LLC/Mark McCune – JD Laser Building Addition – W209 N17145 Industrial Drive**

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

Motion by Pres. Schwab, second by Tr. Lippold to approve Conditional Use Permit-Jackson Golf Club LLC/Mark McCune – JD Laser Building Addition – W209 N17145 Industrial Drive as presented.

Vote: 7 ayes, 0 nays. Motion carried.

## **8. Approval of Minutes for the Village Board Meeting of June 9, 2020**

Motion by Tr. Heckendorf, second by Tr. Lippold to approve the Village Board Minutes of June 9, 2020.

Vote: 7 ayes, 0 nays. Motion carried.

## **9. Approval of Licenses**

- Liquor License Amendment - Class "B" Fermented Malt Beverages & "Class B" Intoxicating Liquors:

- Extension of Premise - KHD LTD, DBA Jimmy's Restaurant & Bar, N168W21212 Main Street

- Class B Picnic License:

- Friends of Jackson Parks & Recreation – Art & Wine in the Park – 8/15/2020

- Operators Licenses:

- East Side Mart: Bryon J. Larsh

- Main Street Mart: Serena A. Kufeldt, Jennifer Irving, Marina Wolvaard

- Walgreen's: Timothy D. Schultz

Motion by Tr. Emmrich, second by Tr. Lippold to approve the licenses as presented. Constantine Demopoulos, Jimmy's Restaurant & Bar, stated the patio was extended adding tables for safe social distancing. Alcohol to be served in the extended area.

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

## **10. Budget & Finance Committee**

- Pay Request #2 – Municipal Complex Building

Motion by Tr. Olson, second by Tr. Heckendorf to approve Pay Request #2 – Municipal Complex Building in the amount of \$500,220.22 to Mike Koenig Construction Co., Inc.

Vote: 7 ayes, 0 nays. Motion carried.

- Pay Request #3 – Municipal Complex Building

Motion by Tr. Olson, second by Tr. Emmrich to approve Pay Request #3 – Municipal Complex Building in the amount of \$338,481.20 to Mike Koenig Construction Co., Inc.

Vote: 7 ayes, 0 nays. Motion carried.

- Pay Request #3 – Jackson Park Alley Project

Motion by Tr. Wells, second by Tr. Kruepke to approve Pay Request #3 – Jackson Park Alley Project to Payne & Dolan in the amount of \$85,037.32.

Tr. Lippold asked if there were any outstanding issues. Brian Kober stated the contractor is coming back and curbs will be checked. Some funds are being retained.

Vote: 7 ayes, 0 nays. Motion carried.

- Review of Bids – 2020 Road and Utility Project – Hunters Road

Motion by Tr. Heckendorf, second by Tr. Emmrich to approve Review of Bids – 2020 Road and Utility Project – Hunters Road to Wondra Construction in the amount of \$458,548.12.

Vote: 7 ayes, 0 nays. Motion carried.

- Resolution #20-11 Preliminary Special Assessment 2020 Road and Utility Project – Hunters Road.  
Motion by Tr. Olson, second by Tr. Lippold to approve Resolution #20-11 Preliminary Special Assessment 2020 Road and Utility Project – Hunters Road per the schedule.  
Vote: 7 ayes, 0 nays. Motion carried.
- Engineering Services for Phosphorus Compliance – Town & Country  
Motion by Tr. Olson, second by Tr. Wells to approve Engineering Services for Phosphorus Compliance – Town & Country in an amount not to exceed \$15,000.00.  
Vote: 7 ayes, 0 nays. Motion carried.
- Bielinski Homes Reimbursement Cedar Creek Water Main  
Motion by Tr. Wells, second by Tr. Kruepke to approve Bielinski Homes Reimbursement Cedar Creek Water Main in the amount of \$65,265.00.  
Vote: 7 ayes, 0 nays. Motion carried.
- Review of Quote for Final Surface of Cedar Creek Road  
Motion by Tr. Lippold, second by Tr. Kruepke to deny the Quote for Final Surface of Cedar Creek Road by Payne & Dolan and request a quote to comply with Village standards.  
Brian Kober provided background information. The Town of Jackson requested the bids. The Town approved a 1.5" lift, we are asking for Village standards of a 2" lift. This is the final lift of the 5' path.  
Vote: 7 ayes, 0 nays. Motion carried.
- Review of Quotes for Well #3 Sand Issue  
Motion by Tr. Olson, second by Tr. Lippold to approve the Quote for Well #3 Sand Issue to Water Well Solutions in the amount of \$14,920.00.  
Tr. Lippold inquired on when Well #3 will be back online. Brian Kober replied possibly September. This quote is to see if it can be developed, and then tested.  
Vote: 7 ayes, 0 nays. Motion carried.

#### **11. Plan Commission**

- No Recommendations

#### **12. Board of Public Works**

- No Recommendations

#### **13. Village Planned Municipal Complex – Update – Cedar Corp.**

John Walther distributed a memo from Cedar Corp. Gave information on the construction schedule and the two-week detailed schedule. Pres. Schwab inquired on a groundbreaking.

#### **14. West Bend School District Report**

None.

**15. Washington County Board Report**

County Supervisor Marcy Bishop was present and furnished the monthly report. There was an audit presentation, the County scored very well again. UW Milwaukee Washington County gave a presentation. Student population may be up as the classes are smaller for face to face learning. The sole candidate for the County Treasurer seat will start to work for the County early for training. The Sheriff's Department will be purchasing a UVC disinfection robot to make sure their facilities are properly disinfected. Rock Brandner, District 22 Supervisor has resigned from the Board and they are looking for a candidate.

**16. Greater Jackson Business Alliance Report**

Tr. Heckendorf stated the membership meeting is tomorrow at Jackson Park at 11:30 a.m. The annual scholarships will be presented.

**17. Department Reports**

Chief Swaney reported there was a large apartment fire over the weekend. The four families are displaced. It's unknown if the building is totaled. They are working on FAP funds, due to COVID it has been postponed and will receive the revenues in September. The three paramedics going 24 hours is working very well.

Chief Vossekuil commented the new officer will start next week Monday, he has nine years full-time experience with another agency.

Kelly Valentino stated things are running pretty well at the Community Center. More and more programs are being offered. A staff person was stationed at the Splash Park last week selling ice cream. They will be starting on the fall winter guide.

Brian Kober gave an update on Spruce Street and Ridgeway. The water main is in and the sanitary sewer will be starting. They are in the process of selling the topsoil pile. Wondra Construction is moving right along. A fall cleanup day is scheduled for Saturday, October 17 from 9:00 a.m. until Noon. Residents may also register for yard waste cards on that day.

Jilline Dobratz furnished information on the August 11, 2020 Partisan Primary Election. In person absentee voting will start Tuesday, July 28<sup>th</sup> and end Friday, August 7<sup>th</sup>.

John Walther announced the Quarterly and utility bills were mailed today. Groundbreaking on the new Municipal Complex Building was discussed. The contractor will provide the shovels. Weekly construction meetings are Wednesday's at 9:00 a.m. Groundbreaking is scheduled for Tuesday, July 21, 2020 at 5:00 p.m.

**18. COVID-19 Update**

Chief Swaney said all hospitals are seeing more patients. He kept recommending social distancing and wearing masks when in close quarters. Tr. Emmrich inquired on the Health Department not notifying them when someone tests positive for COVID. Chief Swaney stated they are no longer notified of addresses with positive cases and they would like to be notified to protect themselves. Supervisor Bishop will email the County Executive and the

Public Health Department. Chief Vossekuil contacted the Health Department last week and hasn't received a response.

**19. Succession Planning - Discussion**

Kelly Valentino distributed a draft action plan and provided background information. Succession planning is not intended for short term replacement of specific staff people. It's about planning long term, how you deal with current staff, retention, analyzing positions, analyzing departments, etc. By 2035, there will be a major labor crunch. What are we doing as far as training, recognition, what steps will go into it? Creating a team that would put this together is a big part. If the Board would like, a team can be formed. A member of the Board would be critical to be part of the team. Tr. Emmrich took the CIVMIC training also and spoke on recognition. Pres. Schwab spoke on the five bullet points to get started. Pres. Schwab will work with the Administrator and Kelly in getting a team set up. Tr. Emmrich gave ideas on what can be done for employees to show appreciation. John Walther will provide a spreadsheet that shows length of service with the Village, length of service in municipal government, current age, etc. Chief Swaney said the younger generation will leave to move up. Chief Vossekuil supports what Tr. Emmrich is purposing, if an award comes from the Village it has more value.

**20. Polling Place - Discussion**

Tr. Lippold discussed election changes in August and November. In April, it was hard for supervisors to get inspectors to help them. Social distancing is an issue and more room is needed. His recommendation is to use the Community Center. Tr. Emmrich inquired on having two polling locations. Pres. Schwab commented on obstacles that would come with moving elections to the Community Center including costs, setup and notifications. It is something to explore. Tr. Lippold suggested forming a committee. John Walther stated the gymnasium has the space. The Board will have to consider what it will cost in loss of revenues for the Parks & Recreation Department. Public Works would have to work overtime for setup and teardown. It is a significant cost. Jilline Dobratz commented on space issues, social distancing, concerns of election inspectors and challenges in April. Pres. Schwab will work with the Clerk and Administrator to setup a committee for further analysis on this issue.

**21. Kerry Plant Update - Discussion**

Brian Kober stated he emailed them but has had no response. Trustees commented on odors Friday and Saturday. Brian Kober will email Kerry staff again.

**22. Citizens to Address the Village Board**

None.

**23. Future Agenda Items**

Tr. Kruepke, Chicken Ordinance. Tr. Wells, active Village Facebook group.

**24. Closed Session pursuant to Wis. Stats. §19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, and conducting other public business because competitive and bargaining reasons require a closed session" and "19.85(1)(g) conferring with legal counsel for the Village who is rendering oral or written advice concerning strategy to be adopted by the**

**body with respect to litigation in which the Village is likely to become involved with the Town of Jackson regarding the Jackson Area Community Center.”**

Motion by Pres. Schwab, second by Tr. Kruepke to convene into closed session at 8:40 p.m. to include the Village Board, Village Clerk, Village Administrator, Village Engineer, Village Parks & Recreation Director and Village Counsel.

Roll Call Vote: 7 ayes, 0 nays. Motion carried.

**Reconvene into Open Session to Adjourn**

The Village Board reconvened into open session at 9:32 p.m.

**25. Adjourn**

Motion by Tr. Kruepke, second by Pres. Schwab to adjourn.

Vote: 7 ayes, 0 nays. Meeting was adjourned at 9:33 p.m.

Respectfully submitted:

Jilline Dobratz, *CMC/WCMC*  
Village Clerk

DRAFT

## DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between ~~Bielinski Homes, Inc. or~~ Bielinski Development, Inc. ("Developer") and the Village of Jackson, a municipal corporation of the State of Wisconsin, located in Washington County ("Village").

**WHEREAS**, the Developer is the owner of 5.93 acres which has been zoned and approved for two-family development in the Village of Jackson, Washington County, Wisconsin, as follows:

### **LAUREL SPRINGS VILLAS See (EXHIBIT "A") Attached Hereto for Legal Description**

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

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

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

### **SECTION I. IMPROVEMENTS**

#### **A. Phasing**

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

#### **B. Streets**

1. Developer shall complete the construction of all streets, except the final course of asphalt, including underground utilities prior to issuance of building permits within the site, other than the building permits for the model homes referred to in Section IV.C.2.
2. ~~The second course of asphalt shall be installed no later than 12 months following the installation of the first course of asphalt, or as directed by the Village Engineer.~~
3. All streets are private streets within the development. The Developer will provide an easement of least twenty feet in width for sanitary sewer and water systems.

Inserted: 3

**C. Sanitary Sewer**

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

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Inserted: ¶

**D. Water Distribution**

1. Developer shall furnish, construct, and install water mains in accordance with the design plans prepared by Trio Engineering and as approved by Village. If a water main in excess of 12 inches is required, Village is responsible for the cost of oversizing. Costs shall be paid within 45 days of receiving a detailed billing from Developer.
2. All water main and service lateral construction by Developer shall be done in accordance with standard specifications of Village and shall be completed prior to the issuance of any building permits.
3. Water connection charges shall be determined at the time each building permit is issued and shall be paid by the builder requesting the connection according to the connection/impact fee in effect at the time each building permit is issued.

**E. Storm Sewer**

1. Developer shall furnish, construct, and install surface/storm water system in accordance with the design plans prepared by Trio Engineering and as approved by the Village Engineer.
2. All storm water system construction shall be done in accordance with Village standards and shall be completed prior to the issuance of any building permits.

**F. Streetlamps**

Developer shall pay for the installation of streetlamps and restoration including the restoration required by the installation of underground wiring. Streetlamps shall be placed at intervals and in locations as set forth on a streetlamp plan approved by the Village Engineer. All maintenance and electrical costs shall be the responsibility of the Condominium Association.

**G. Erosion Control Plan**

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

**H. Grading Plan**

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

**I. Landscaping**

Developer shall comply with the landscaping plan and monument signage design with the specific location of the sign which is to be submitted to Village for approval.

**J. Completion Date**

All public improvements on the site for which a completion date is not otherwise specified, shall be completed prior to the issuance of building permits, other than for the model condominium building referred to in Section IV, D.3., in accordance with Section 38-184 of the Village of Jackson Municipal Code.

Inserted: (s)

Inserted: C

**K. Installation of Improvements**

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

**L. Signs**

Developer may apply for and place its temporary promotional signs on Developer's property, if approved by Village. The promotional signs will stay in place until all condominium buildings within the development have been sold.

**SECTION II. APPROVAL AND TRANSFER OF IMPROVEMENTS**

**A. Inspection**

All utility construction shall be inspected and tested by the Village Engineer or a consultant retained by him to assure that it complies with all construction and improvement requirements of Village. Before any sureties are released to Developer, the Village Engineer shall report the satisfactory completion and recommend acceptance of all improvements to the Board of Public

Works and Village Board. The Village Engineer shall review any written requests from Developer and respond in writing within 30 days of receiving said letter indicating acceptance or reasons for denial of acceptance of said improvements. Developer shall pay the actual cost of such inspections as required by Section 38.14(f) of the Village of Jackson Municipal Code (**EXHIBIT “C”**).

**B. As-Builts**

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

Inserted:

**C. Dedication**

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

**D. Acceptance**

Following completion and dedication of the improvements and upon written request by Developer, Village shall report inspection and completion of the improvements to the next scheduled meetings of the Board of Public Works and Village Board. Village shall thereupon accept such improvements in accordance with Section 38-184 of the Village of Jackson Municipal Code. Village shall thereafter have the right to connect or integrate other utility facilities with the facilities provided hereunder, without payment or award to or consent required of Developer. The Village Clerk shall provide Developer with a certified copy of the Village Board Resolutions accepting all public improvements hereunder, which Developer may record to evidence compliance with this Agreement.

**E. Improvement Guarantee**

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

**F. Title Evidence**

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

**G. As-Built Alterations or Repairs**

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

**SECTION III. FINANCIAL GUARANTEE**

**A. Letter of Credit**

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

Inserted: or Cash Escrow

Inserted: or provide the Village with a cash deposit to be held by the Village in escrow

Inserted: or cash deposit

Inserted: or cash deposit

**B. Preservation of Assessment Rights**

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

**C. Remedies Not Exclusive**

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

**SECTION IV. PERMITS AND FEES**

**A. Park Fees**

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

**Police and Fire Impact Fees**

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

**B. Washington County Special Assessment**

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

**D. Building Permits**

Inserted: C

1. Laurel Springs Villas is zoned PUD-Residential with the minimum requirements of R-6 zoning.
2. Building permits within the site, other than building permits for model condominium units pursuant to Subsection 3 below, will not be issued by Village for residential construction until Developer has installed and Village has accepted all improvements within the development.
3. Notwithstanding anything contained herein to the contrary, Developer is authorized to receive **two** early issue building permits to facilitate construction of a model condominium buildings containing two units. All such condominium buildings shall be initially planned for model use. The model homes may not be occupied for residential living purposes until Developer has installed, and Village has accepted, all public improvements within the development. The model condominium units may continue as models until sold.

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**E. Developer's Responsibility for Work**

Inserted: D

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

Inserted: ¶

**F. Insurance Requirements**

Inserted: E

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

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

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

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

**SECTION V. LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY**

**A. Laws to be Observed**

Developer shall at all times observe and comply with all federal, state, and local laws, regulations, and ordinances in effect, or that may be placed into effect, which may affect the conduct of the work to be accomplished under this Agreement (“Work”). Developer shall indemnify and save harmless Village and all its agents, officers, and employees, against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether by themselves or their agents, employees, or contractors. Developer shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the Work to be completed under this Agreement

**B. Public Protection and Safety**

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

Owner’s Protective Liability (Independent Contractor Insurance):

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

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

**C. Indemnification**

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

**D. Personal Liability of Public Officials**

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

**SECTION VI. MISCELLANEOUS PROVISIONS**

**A. Survey Monuments**

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

**B. Zoning**

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

**C. Indemnification for Environmental Contamination**

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

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

**D. Easements**

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

**Inserted:** via separate document recorded with the Washington County Register of Deeds

**E. Trash Container**

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

**F. Pond and Common Areas**

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

**G. Exhibits**

- “A” Legal Description of Property
- “B” Site Plan
- “C” Section 38-14 of Village of Jackson Municipal Code
- “D” Itemization of Letter of Credit

**SECTION VII. APPROVAL**

~~Village shall contemporaneously, with the approval of this Agreement, approve the Plat and cause the same to be signed and endorsed by the appropriate officers. Developer shall thereupon provide Village with a conformed mylar copy of the Plat in accordance with Section 38.85 of the Village of Jackson Municipal Code.~~

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**SECTION VIII. AMENDMENTS**

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

**SECTION IX. BINDING EFFECT**

Inserted: VIII

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

~~**BIELINSKI HOMES, INC. or**~~  
~~**BIELINSKI DEVELOPMENT, INC.**~~

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Frank Bielinski, ~~Vice~~ President

Subscribed and sworn to before me

on: \_\_\_\_\_, 20~~19~~

Inserted: 20

\_\_\_\_\_  
Notary Public – State of Wisconsin (print name)

\_\_\_\_\_  
Notary signature

My commission expires: \_\_\_\_\_

**VILLAGE OF JACKSON**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Michael E. Schwab, Village President

Subscribed and sworn to before me

on: \_\_\_\_\_, 20~~19~~

Inserted: 20

\_\_\_\_\_  
Notary Public – State of Wisconsin (print name)

\_\_\_\_\_  
Notary signature

My commission expires: \_\_\_\_\_

DRAFT

Licenses: August 11, 2020 Village Board Meeting

Name	Establishment	Police Chief Recommendation
<b>OPERATOR'S LICENSES</b>		
Jessica L. Jawson	East Side Mart	Approval
Cathleen A. Frank	Main Street Mart	Approval
Alexis J. Gramlow	Main Street Mart	Approval

**SECTION 00 63 63  
CHANGE ORDER**

Change Order No. **2**

Date of Issuance:	July 10, 2020	Effective Date:	July 8, 2020
Owner:	Village of Jackson	Owner's Contract No.:	B-20
Contractor:	Mike Koenig Construction Co.	Contractor's Project No.:	
Engineer:	Cedar Corporation	Engineer's Project No.:	15789-002
Project:	Municipal Complex	Contract Name:	

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

Description:

1	ADD Lump Sum Landfill Disposal Costs ("Tipping Fees" + Mark-up + Bond)	=	\$4,258.17
2	ADD 115 CY Excavation Below Subgrade (Bid Item #4) @ \$12.55/CY	=	\$1,443.25
3	ADD 115 CY Imported Fill Material (Bid Item #1) @ \$22.75/CY	=	\$2,616.25
4	ADD Lump Sum Alternate Exterior Brick Material	=	\$38,274.00
5	ADD 42.45 TN of 4"-8" Stone @ \$40.00/TN	=	\$1,698.00
6	ADD 5,450 SY of Tensar BX1200 Geogrid @ \$3.55/SY	=	\$19,347.50
7	ADD 7500 TN of 3" WisDOT Specified Dense Graded Stone @ \$19.75/TN	=	\$148,125.00
8	Delete 7,500 TN of 1 1/4" Crushed Aggregate Base Course (Bid Item #7) @ \$16.80/TN	=	(\$126,000.00)
	<b>TOTAL</b>	=	<b>\$89,762.17</b>

Reason for Change Order:

- a) Change Order Item Nos. 1-3: Cost associated with debris removal/excavation and disposal from within an existing razed structure foundation located within the project site.
- b) Change Order Item No. 4: Change to specified brick manufacturer (Endicott) due to delayed availability of material necessitating the Owner's selection of an alternate brick manufacturer/product (Pacific Clay). Increased cost associated with the difference between the cost of the Specified Brick Material and the Alternate Brick Material as selected.
- c) Change Order Item No. 5: Cost associated with stone material used within first build pad area soil stabilization test strip conducted on 6/18/20 as directed by Owner.
- d) Change Order Item Nos. 6-8: Existing soil conditions / moisture content warrants the evaluation of an alternate stabilization method beneath the building pad area. As a result of a test strip conducted on site on 6/30/20, the stabilization method as recommended by Giles Engineering (Geogrid with 24" thickness of WisDOT specified 3" Dense Graded Stone) proved successful and therefore, will be installed within the entire building pad area. The recommended 24" - 3" stone stabilization layer will eliminate the installation of the 24" thick layer of 1 1/4" Dense Graded Stone which was included as a unit price item within the original contract.

Attachments: (List documents supporting change)

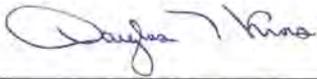
- a) Change Order Item Nos. 1 -3: 1) Work Change Directive No. 2, 2) Contractor's cost submittal related to actual costs dated 7/8/20.
- b) Change Order Item No. 4: Work Change Directive No. 3
- c) Change Order Item No. 5: 1) E-mail correspondence from Contractor to Owner and Engineer dated 6/17/20 related to proposed unit price for proposed stone material, 2) 2 EA material weight tickets from Lannon Stone Products dated 6/18/20.
- d) Change Order Item Nos. 6-8: 1) Work Change Directive No. 4, 2) Work Change Directive No. 5

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price		Original Contract Times:	
\$ 11,595,340.00		Substantial completion (date):	September 17, 2021
		Ready for Final Payment (date):	October 15, 2021
Increase (Decrease) from previous approved Change Orders No. 1 to No. 1 :		from previous Change Orders:	
\$ 9,207.50		No. 1 to No. 1 :	
		Substantial Completion (days):	0
		Ready for Final Payment (days):	0
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 11,604,547.50		Substantial completion (date):	September 17, 2021
		Ready for Final Payment (date):	October 15, 2021
Increase (Decrease) of this Change Order:		Increase (Decrease) this Change Order:	
\$ 89,762.17		Substantial Completion (days):	0
		Ready for Final Payment (days):	0
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 11,694,309.67		Substantial completion (date):	September 17, 2021
		Ready for Final Payment (date):	October 15, 2021

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By:   
 Engineer (if required)  
 Title: Senior Construction Manager  
 Date: July 10, 2020

By: \_\_\_\_\_  
 Owner (Authorized Signature)  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By:   
 CONTRACTOR (Authorized Signature)  
 Title: Project manager  
 Date: 7-14-20

Approved by Funding Agency (if applicable):

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

00 63 63 - 1

SECTION 00 63 49  
WORK CHANGE DIRECTIVE

Work Change Directive No. 2

Date of Issuance:	May 26, 2020	Effective Date:	May 26, 2020
Owner:	Village of Jackson	Owner's Contract No:	B-20
Contractor:	Mike Koenig Construction Co.	Contractor's Project No:	
Engineer:	Cedar Corporation	Engineer's Project No:	J5789-002
Project:	Municipal Complex	Contract Name:	

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

Description:

Work/Cost associated with the removal and disposal of existing foundation backfill material:

- 1) ADD Lump Sum Landfill Disposal Costs – Actual Cost: To Be Determined
- 2) ADD Estimated 200 CY Excavation Below Subgrade @ \$12.55/CY = \$2,510.00
- 3) ADD Estimated 200 CY Imported Fill Material @ \$22.75/CY = 4,550.00

Attachments:

- 1) RFI #4 Submitted 5/22/20 by Contractor, Responded to 5/26/20 by Engineer

**Purpose for Work Change Directive:**

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

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

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

Contract Price \$ 9,570.00 + Landfill Costs [increase].  
Contract Time 0 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

- Lump Sum  Unit Price  
 Cost of the Work  Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: <u>[Signature]</u> Engineer (Authorized Signature)	By: <u>[Signature]</u> Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Senior Construction Manager</u>	Title: <u>Director of Public Works</u>	Title: <u>5/27/20</u>
Date: <u>May 26, 2020</u>	Date: <u>5/27/2020</u>	Date: <u>Project manager</u>

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



**REQUEST FOR INFORMATION (RFI)**  
(Add additional sheets as necessary to provide adequate information)

---

Project Name:	Jackson Municipal Complex	From (Name):	Pete Schmoll
Project Number:	J5789-002	From (Company):	MKC
Request Number:	4	Phone:	920-457-0923
Date:	5/19/2020		

Specified Item: Removal of Existing Foundation Fill

Spec Section: 03 45 00 Paragraph No: N/A

Drawing & Detail(s) No: N/A

---

Clarification is requested for the following: See Attached RFI from MKC

---

Supporting Data Attached	<input type="checkbox"/> Drawings	<input type="checkbox"/> Product Data	<input type="checkbox"/> Samples
	<input type="checkbox"/> Tests	<input type="checkbox"/> Reports	<input checked="" type="checkbox"/> Sketch

---

Submitted by:

Firm: Mike Koenig Construction  
Address:  
Phone: 920-457-0923  
Fax: N/A  
Email: Pete Schmoll <petes@mikekoenigconstruction.com>  
Name: Pete Schmoll, Project Manager  
Date: 5/19/2020

Response:

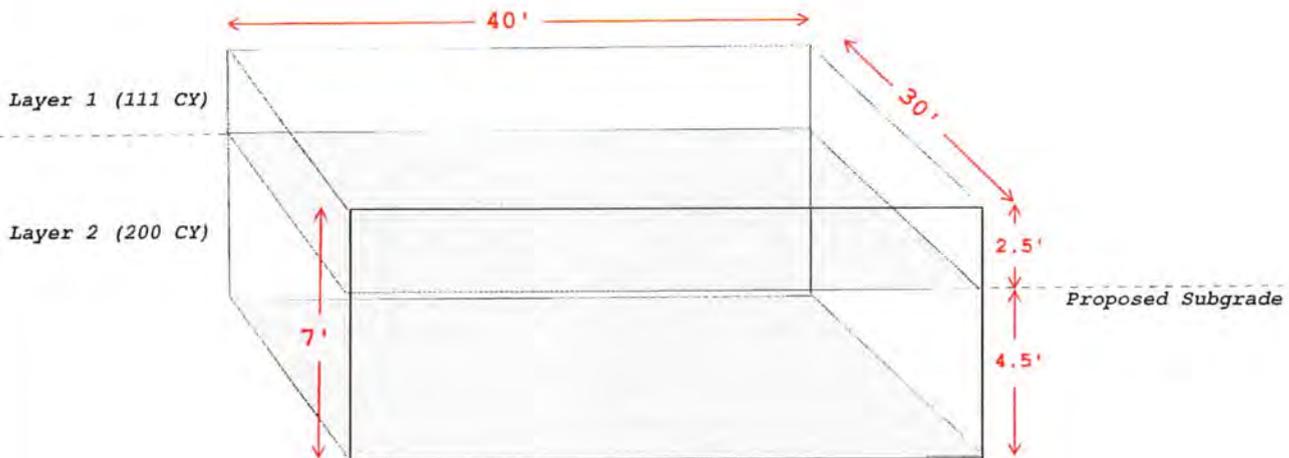
Resulting from a site meeting held on 5/20/20 attended by B. Kober, D. Kroes, J. Kossman and a representative of Spielvogel, it was decided that the foundation backfill material is not considered clean/usable material and should be excavated and disposed of offsite. Payment for material removal, disposal and backfill discussed as follows:

**Layer 1** to be removed and disposed of under the earthwork item with only cost to Owner related to land fill disposal fees.

**Layer 2** to be removed and disposed of under the Excavation Below Subgrade (EBS) established unit price of \$12.55/CY plus landfill disposal fees.

**Backfill of Excavation:** Excavation to be backfilled using the Imported Fill Material established unit price of \$22.75/ CY

**ESTIMATED VOLUMES & UNIT PRICE ITEM COSTS:**



Layer 1 (111 CY): Removal	= \$0.00	Disposal (Landfill Cost)	= \$ TBD
Layer 2 (200 CY): Removal @ \$12.55/CY	= \$2,510.00	Disposal (Landfill Cost)	= \$ TBD
Backfill (200 CY): Imp.Fill@ \$22.75/CY	= \$4,550.00		
<hr/>			
Estimated Unit Price Item Cost	= \$9,570.00		

By: D. Kroes 5/22/20

Distribution:  Owner  Contractor   
 Architect  Field

By: Douglas Kroes 5/22/20



# RFI

Date: RFI No.: #4  
To: Kris Dressler RE: Removal of Existing Foundation Fill  
From: Pete Schmoll Subcontractor: Spielvogel Excavating

---

## Requested Info:

How are we to proceed with the work related to fill that was placed at the existing house foundations prior to the start of work. It is our recommendation that the fill material that was used be removed and replaced with documented fill.

Depending on what the type and condition of this material is there are 3 scenarios

1. If it is quality fill material it can be used as fill else ware on site – No change to Contract Cost
  2. If it is clean fill, i.e. concrete mortar and or stone but not useable on site it can be removed per contract unit price for excavation below subgrade \$12.55 per C.Y.
  3. If it is contaminated with wood, drywall, roofing etc. it will need to be taken to a landfill, cost will need to be determined.
- 

## Date Response Requested:

This is not a Change Order, a Construction Change Directive or a Request for Proposal.

## Interpretation:

Signed: Pete Schmoll

Date:



July 8, 2020

**Jackson Municipal Complex**  
N168W19721 Main St  
Jackson, WI 543037

**PCO #5: Existing Foundation Removal**

Mike Koenig Construction Co. Inc. proposes to supply labor, materials and equipment to remove the existing house foundation rubble and backfill with imported fill per the following specifications.

- Excavate and dispose of exiting foundation rubble and miscellaneous materials
  - \$1,443.25
- Backfill excavation with imported fill
  - \$2,616.25
- Tipping fees at dumpsite and landfill (see attached)
  - \$3,900.17

Labor & Material: \$ 7,949.67  
Mark-up: \$ 195.00 (Tipping fees only)  
Bond: \$ 163.00  
**NET SUM OF: \$ 8,307.67**

Please sign below to indicate your approval.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

Note: If this proposal is accepted an official contract change order will be issued which will adjust the total contract amount accordingly.

Respectfully Submitted,

MIKE KOENIG CONST. CO., INC.

Pete Schmoll  
Project Manager

Project Name: Jackson Municipal Complex  
 Project Number: J5789-002  
 Specified Item: Removal of Existing Foundation Fill  
 Reference: Work Change Directive No. 2



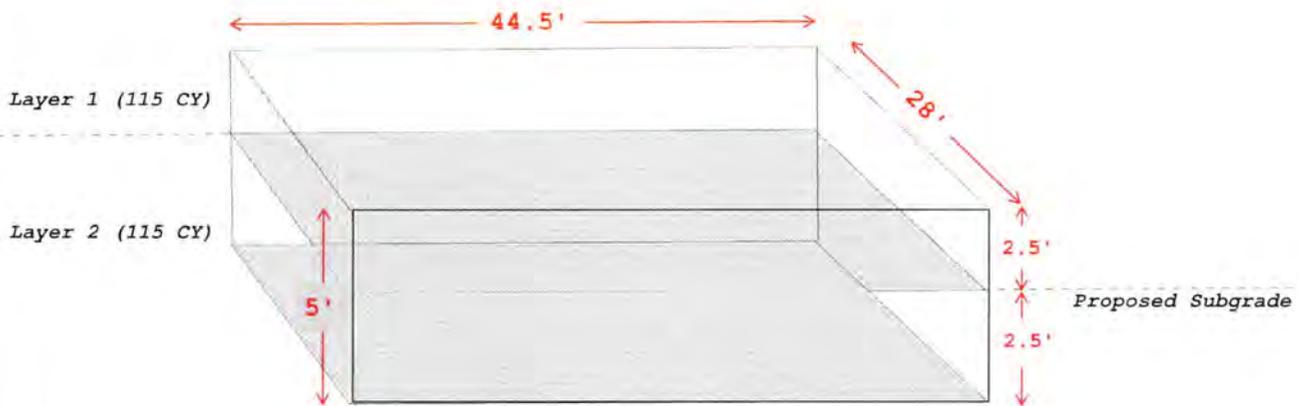
**Actual volume of work area measured by representatives of Contractor, Engineer and grading subcontractor on 6/5/20**

**Layer 1** to be removed and disposed of under the earthwork item with only cost to Owner related to land fill disposal fees.

**Layer 2** to be removed and disposed of under the Excavation Below Subgrade (EBS) established unit price of \$12.55/CY plus landfill disposal fees.

**Backfill of Excavation:** Excavation to be backfilled using the Imported Fill Material established unit price of \$22.75/ CY

**ACTUAL VOLUMES & UNIT PRICE ITEM COSTS:**



Layer 1 (115 CY): Removal = \$0.00  
 Layer 2 (115 CY): Removal @ \$12.55/CY = \$1,443.25  
 Backfill (115 CY): Imp.Fill@ \$22.75/CY = \$2,616.25  
 Estimated Unit Price Item Cost = \$4,059.50

Disposal (Landfill Cost) = \$

\$2,800.00 (28 loads disposed at Moraine Park)

\$1,100.17 (1 load disposed at landfill)

**Total Disposal \$3,900.17**

**Prepared By: D. Kroes, Cedar Corporation 6/5/20**

**SECTION 00 63 49  
WORK CHANGE DIRECTIVE**

**Work Change Directive No. 3**

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Date of Issuance:	June 8, 2020	Effective Date:	June 8, 2020
Owner:	Village of Jackson	Owner's Contract No:	B-20
Contractor:	Mike Koenig Construction Co.	Contractor's Project No:	
Engineer:	Cedar Corporation	Engineer's Project No:	J5789-002
Project:	Municipal Complex	Contract Name:	

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

**Description:**

Change to specified brick manufacturer (Endicott) due to delayed availability of material necessitating the Owner's selection of an alternate brick manufacturer/product (Pacific Clay). Proposed increase cost associated with the difference between the cost of the Specified Brick Material and the Alternate Brick Material as selected:

- 1) ADD Lump Sum \$38,274.00: Cost differential between Specified Brick Material & selected Alternate Brick Material
- 2) ADD Cost of Work Not to Exceed \$7,357.43: Anticipated Contractor cost /efforts related to brick material inspection, trimming and waste.

**Attachments:**

- 1) Contractor's proposal dated 6/8/20 "PCO #4 Precast Brick Change".
- 2) E-mail correspondence from Contractor to Engineer dated 6/8/20: Explanation of cost increase & quality.
- 3) E-mail correspondence between Engineer & Contractor dated 6/3/20 and 6/5/20 respectively with attachment: Cost increase documentation.
- 4) Email correspondence between Engineer & Contractor dated 5/20/20, 5/28/20 and 6/1/20 related to notification of alternate brick selection / increased cost.

**Alternatives Considered:**

- 1) Direct Contractor to proceed with original specified brick material resulting in an estimated delay in construction schedule of five (5) months.
- 2) Reenter into the process of searching for an alternate brick manufacturer/material which will accommodate:
  - 1) Material availability/delivery lead time,
  - 2) Colors and finish acceptable to Owner's representatives and,
  - 3) Cost nearer to original specified brick material. Based on previous brick selection process, an estimated delay to construction schedule would be one (1)+ month(s).

**Purpose for Work Change Directive:**

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

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

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

Contract Price \$ 38,274.00 + \$7,357.43 (T&M N.T.E.) [increase].  
Contract Time 0 days [increase] [decrease].

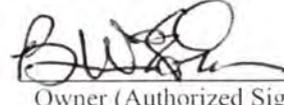
**Basis of estimated change in Contract Price:**

- Lump Sum  Unit Price  
 Cost of the Work  Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:  By:  By:   
Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)  
Title: Senior Construction Manager Title: Director of Public Works Title: Project Manager  
Date: June 8, 2020 Date: 6/10/2020 Date: 6-10-20  
Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



June 8, 2020  
REVISED

**Jackson Municipal Complex**  
N168W19721 Main St  
Jackson, WI 543037

**PCO #4: Precast Brick Change**

Mike Koenig Construction Co. Inc. proposes to supply labor, materials and equipment to provide the alternative selected brick per the following specifications.

- Provide County Materials 60% Pacific Clay Medium Iron Spot Velour and 40% Pacific Clay Light Iron Spot Velour in lieu of the original specified Endicott brick
    - County Materials Brick \$ 74,501.57
    - Endicott Brick \$ 38,765.00
- Add: \$ 35,736.57

Labor & Material: \$ 35,737.00  
Mark-up: \$ 1,787.00  
Bond: \$ 750.00  
**NET SUM OF: \$ 38,274.00**

**Alternate:** Added labor to deal with cloud ceramic brick  
(The Pacific Clay products aren't to PCI tolerance (even though the supplier states they are). These will require trimming to length, width and throwing away/moving to cut brick pile of all warped brick. This does not happen very often if at all with a PCI brick.)

T&M Not to Exceed \$7,357.43

Please sign below to indicate your approval.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

Respectfully Submitted,

MIKE KOENIG CONST. CO., INC.

*Pete Schmoll*

Pete Schmoll  
Project Manager

## Doug Kroes

---

**From:** Pete Schmoll <petes@mikekoenigconstruction.com>  
**Sent:** Monday, June 8, 2020 6:57 AM  
**To:** Kristopher Dressler; Doug Kroes  
**Subject:** Precast Brick Change

Doug,

Below you will find my questions and the response from Stonecast regarding the conversation we had on Friday afternoon about the added cost for the Pacific Clay Brick.

Please let me know if you have any additional questions.

1. Is the brick PCI certified, if so how is it that it does not meet the tolerance? **They are saying it is, but the only PCI tolerant brick facilities are Endicott, Summitville, Metro and Belden. They are saying this project will be to tolerance.**
2. How are you aware of this issue with the Pacific Cay Bricks, have you used this brick in the past? If you have used it is the end result equal to other PCI certified bricks? **I have had them on a couple of jobs, just not at this facility. We can't assume these will be perfect.**
3. Will every brick need to be trimmed? Is the trimming required due to the actual manufactured size of the brick as compared to the Endicott or because of poor tolerance? **No. Not every brick, but there will be, say 20-25% that will need something done to fit. For example, we are using a non-PCI brick on a school right now. Most of the blend fits fine, but one color has about 30% of the brick that are 1/16"-1/8" too long. Those must be set aside each day, then trimmed to fit.**
4. Can you provide a guarantee/warranty that the finish product will be satisfactory both in appearance and performance. Obviously it needs to look good, but is there any concern that these brick will fail in any manner i.e. cracking, breaking, fall of etc.? **We are the ones responsible for the precast end product. That's why we added the labor to make sure you and your customer has a good looking finished product. Assuming the brick aren't warped, there is no reason we can't make them work. The brick shouldn't "fail" in any manner. Just more work than if it were the spec'd brick. If there isn't any cutting or re-work, we can credit this back if all the brick are perfect.**

Thanks,

Pete Schmoll  
Project Manager  
Mike Koenig Construction Co. Inc.  
Cell: 920-619-3150  
Office: 920-457-0923  
Email: [petes@mikekoenigconstruction.com](mailto:petes@mikekoenigconstruction.com)

## Doug Kroes

---

**From:** Pete Schmoll <petes@mikekoenigconstruction.com>  
**Sent:** Friday, June 5, 2020 2:42 PM  
**To:** Doug Kroes  
**Cc:** Kristopher Dressler  
**Subject:** RE: Brick Selection: Requested Information  
**Attachments:** Jackson PCO#4 Precast Brick Change Revised 6-5.pdf

Please find the attached revised proposal along with brick quote backup documentation.

Thanks,

Pete Schmoll  
Project Manager  
Mike Koenig Construction Co. Inc.  
Cell: 920-619-3150  
Office: 920-457-0923  
Email: [petes@mikekoenigconstruction.com](mailto:petes@mikekoenigconstruction.com)

**From:** Doug Kroes [mailto:doug.kroes@cedarcorp.com]  
**Sent:** Wednesday, June 3, 2020 6:47 PM  
**To:** Pete Schmoll <petes@mikekoenigconstruction.com>  
**Cc:** Kristopher Dressler <kris.dressler@cedarcorp.com>  
**Subject:** RE: Brick Selection: Requested Information  
**Importance:** High

Pete: In light of your reported increased cost related to the alternate selected brick material and furthermore, to get the brick selection item moving forward into production, at your earliest convenience please provide us with the following information:

- Detailed price quotes from suppliers,( volume of quoted brick material, ancillary process charges, etc.), related to; 1) Original specified/bid brick material and, 2) Alternate selected brick material.

We will obviously need this information for justification purposes to the Owner and subsequent processing through the contract.

Thank you,

## Doug Kroes

Senior Construction Manager

### Cedar Corporation

W61 N497 Washington Avenue | Cedarburg | WI | 53012

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

Cell: 920-246-6326

[doug.kroes@cedarcorp.com](mailto:doug.kroes@cedarcorp.com)

[https://link.edgепilot.com/s/36a51b4b/uSJdHMa9VkeWQQ8\\_zZYD5Q?u=http://www.cedarcorp.com/](https://link.edgепilot.com/s/36a51b4b/uSJdHMa9VkeWQQ8_zZYD5Q?u=http://www.cedarcorp.com/) | [LinkedIn](#) | [Facebook](#) | [Twitter](#)

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Advanced Formliners, LLC

501 Eagle Court  
Onalaska, WI 54650

Phone # (608) 408-0026

Bob@advancedformliners.com  
www.advancedformliners.com

Date 2/19/2020  
Quote # 510

Name / Address

Paul Clouse  
Stone Cast Products  
N112 W14343 Mequon Rd  
Germantown, WI 53022  
USA

Ship To

Paul Clouse  
Stone Cast Products  
N112 W14343 Mequon Rd  
Germantown, WI 53022  
USA

P.O. No.	Terms	Due Date	Rep	FOB	Project
	Net 30 days / 18% I...	3/20/2020		Wisconsin	Jackson Public safety buildin

Description	Qty	U/M	Cost	Sq.Ft.	Sq.Ft. Cost	Total
Modular Size (2-1/4"x7-5/8") 1/2 Bond Brick Pattern. 3/8" Bed Joints and 0.416" Head Joints. Sheet coverage is 72" wide x 42.76" high. 21.33 square feet per sheet. Sold by the sheet	413.00	ea	20.47	8809	.96	<del>8,454.11</del>
Solocast 1000XL CC12- 90 degree 12" corner return. 42.67" X 12" 60 pieces per box. 213 L. Ft. per box. Sold by the box.	1.00	ea	275.00	213	1.29	<del>275.00</del>
(Patent Pending) Edge Underlayment Strip For Modular Size Brick 2" X 42.67" 281 pieces per box. 1000 L. Ft. per box Sold by the box	2.00	ea	590.00	2000	.59	<del>1,180.00</del>
Advantages:						
* Perfect Brick Coursing from Panel To Panel						
* Eliminates Caulking						
* Eliminates Concrete Migration under Sheets						
* Eliminates Concrete Chads on the Edge of the Panel						
* Diminishes Thermal Expansion and Contraction Issues						
* Disguises bad cuts when joints are cut off the solocast sheet.						
24" X 24" smooth formliner with a 3/8" vertical and horizontal joint. sheet size is 48"X72" or 24 sq. ft. per sheet. The plastic will be 0.54 thick. Sold by the sheet	217.00		38.16	5208	1.59	<del>8,280.72</del>
Splitfaced (7-1/2"x15-3/8") 1/2 Bond Block Seamless Formliner Pattern 0.054: Thick. 2 Seamless inserts per sheet. US Patent 8,852,724 B2. Sheet Size 40"x64" 17.78 square feet per sheet, sold per sheet	200.00	ea	35.38	3556	1.99	<del>7,076.00</del>
Formliner shipping FOB WI	1.00		457.00			<del>457.00</del>
Endicott Modular size (2 1/4"X7 5/8") thin brick. To PCI Tolerance. 50% Medium Iron-spot #46 and 50% medium Iron-spot #77, Velour, Blended and Waxed. (SOLD AS PER SQ. FT.)	8,400.00	sqft	4.22			35,448.00

SPEC'D BRICK ↗

Signature

Total



Advanced Formliners, LLC

501 Eagle Court  
Onalaska, WI 54650

Phone # (608) 408-0026

Bob@advancedformliners.com  
www.advancedformliners.com

Date 2/19/2020  
Quote # 510

Name / Address  
Paul Clouse  
Stone Cast Products  
N112 W14343 Mequon Rd  
Germantown, WI 53022  
USA

Ship To  
Paul Clouse  
Stone Cast Products  
N112 W14343 Mequon Rd  
Germantown, WI 53022  
USA

P.O. No. Terms Due Date Rep FOB  
Net 30 days / 18% l... 3/20/2020 Wisconsin

Project
Jackson Public safety buildin

Description	Qty	U/M	Cost	Sq.Ft.	Sq.Ft. Cost	Total
Endicott Brick corner BC 2 1/448, 50% Medium Iron-spot #46 and 50% Medium Iron-spot #77, Velour, blended and Waxed. (SOLD AS PER PIECE)	770.00		2.10			1,617.00
Brick shipping FOB (THIS PRICE IS ONLY AN ESTIMATE DUE TO THE EVER CHANGING PRICE. THIS WILL BE ADJUSTED WHEN THE BRICK SHIP)	1.00		1,700.00			1,700.00

Signature

TOTAL  
\$38,765

Total

~~\$64,487.83~~

~~\$38,765~~



W229N2450 Homewood Ct  
Waukesha, WI 53186  
Phone: 262-896-0755

**QUOTATION**

Subject to attached terms & conditions.

**Company Name:** Stonecast Products  
**Contact:** Paul Clouse  
**Address:**  
**City/State/Zip:**  
**E-mail:**  
**Fax:**

**Date:** 5/27/2020  
**Salesperson:** Pat Brennan  
**Location:** Waukesha  
**Job Description:** Village of Jackson  
Municipal Complex  
**Bid Date:**

Quantity	Description	Availability	Unit Price	Extended Price
672 Bx	Pacific Clay Special Blend Modular Thin Flats Waxed / 5/8" Thick / 60 Pieces per Box 60% Medium IronSpot Velour and 40% Light IronSpot Velour		\$ 107.69	\$72,367.68
19 Bx	Pacific Clay Special Blend Modular Thin Corners Waxed / 5/8" Thick / 30 Pieces per Box 60% Medium IronSpot Velour and 40% Light IronSpot Velour		\$ 112.31	\$2,133.89
Special Order - No Returns Quantity ordered will be the quantity invoiced. Factory Blended Delivered on pallets to the jobsite and unloaded.  <b>Colored Mortar Selection</b>				
<b>FREIGHT</b>				

IN NO EVENT SHALL CMC BE LIABLE FOR DAMAGES CAUSED BY DELAY IN DELIVERY OF 3RD PARTY MANUFACTURED PRODUCT(S), SHIPPED BY THE 3RD PARTY MANUFACTURER.

\*\* These are estimates only. The mason/contractor/owner must verify quantities. Note: All Products purchased by weight, the total weight delivered will be billed to the purchaser

**Concrete Product:** Variations in manufactured concrete products' color or shading as provided by the Seller may occur during production runs. This variation is acceptable in the industry. Purchaser agrees that Seller is in no way responsible for the suitability of the color for any particular use.

**Custom Block:** Allow 4 week production lead time. The production of custom decorative block will begin upon receiving a signed County Materials Sales Contract, with quantities of custom block and pricing per unit.

**Small Quantity Orders:** 1 - 1,000 Units Set Up Charge ... Add \$995.00/each. (For each size, shape, or color with less than 1,000 pieces.)  
1 - 2,500 Half High Set Up Charge ... Add \$1095.00/each. (For each size, shape, or color with less than 2,500 pieces.)

**Block Used for Exterior Applications:** For optimum performance of block used in exterior applications, we recommend using block and mortar with an integral water repellent admixture and to follow all details and specifications of that admixture. An integral water repellent does not seal a masonry wall nor does it eliminate efflorescence.

**Return/Credit:** All saleable, stock materials returned are subject to a 30% handling/restocking charge.

**Job Site Clean Up:** One cleanup allowed per job. Add 1 cleanups @ \$145 per return visit. All blocks & skids must be in one accessible location ready for cleanup

**Pallet Deposit:** \$20.00/ea (refundable upon return in useable condition.)

**Payment Terms:** This bid is subject to establishing an account or acceptable credit with the Company. All invoices are due and payable by the end of the month following the month of purchase. Invoices not paid when due shall accrue interest at the rate of 1-1/2% per month (18% per annum).

**Taxes:** The prices listed in the Sales Contract/Quotation do not include any state or local taxes. If any tax, public charge, tariff, duty or increase therein is now or hereafter assessed, levied, or imposed upon this transaction, on the goods to be sold, or upon any sales, delivery or other action taken hereunder the burden of such charge or change shall be borne by Purchaser.

If Buyer fails to sign, the terms and conditions of this document shall become binding upon Seller's delivery or commencement of delivery. Any additional terms and conditions proposed by Buyer, whether written or verbal, are rejected and shall be of no force or effect unless expressly consented to in writing by the Seller.

This bid also is contingent upon successful negotiations of the terms and conditions of the contract for this project, between County Materials Corporation and the General Contractor / Contractor / Subcontractor / Purchaser.

Pat Brennan  
Print Name & Title of Authorized Representative

Print Name & Title of Authorized Purchaser

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Subject to the attached terms and conditions. Quotation is valid for 30 days from quotation date.

*Total \$74,501.57*

*\$ 10.00 / ea # 3*

1. **CONTRACT TERMS.** The terms and conditions stated herein, and on the face hereof, shall constitute the complete and exclusive statement of the terms and shall supersede all prior oral and written statements of any kind whatsoever made by the parties or their representatives in connection with the purchase of materials indicated herein. This proposal shall become an order upon the acceptance of the Buyer but shall not become binding on Seller unless and until an authorized agent of Seller indicates his or her approval of pricing and other matters covered herein by signing on the front of this document where indicated, at which time the contract formed by such acceptance shall become binding on both parties. If Buyer fails to sign, the terms and conditions of this document shall become binding upon Seller's delivery or commencement of delivery. Any additional terms and conditions proposed by Buyer, whether written or verbal, are rejected and shall be of no force or effect unless expressly consented to in writing by the Seller. No statement or writing subsequent to this proposal purporting to change, modify or add to the terms and conditions hereof shall be binding unless consented to in writing signed by the party against whom enforcement of such modification or addition is sought. Terms or conditions set forth in any Purchase Order (or similar document) of Buyer shall not be binding on Seller unless expressly and affirmatively consented to in writing by an authorized agent of Seller, and then only to the extent of such consent.
2. **CREDIT.** Buyer agrees to make prompt payment in accordance with the terms hereof, without reference to Buyer's agreement or agreements with any other party, and with no right of setoff or retention. If delivery is to be delayed past the delivery date specified in this Agreement, either at the request of Buyer or through no fault of Seller, Buyer shall within fifteen (15) days pay in full for all products sold hereunder, whether or not delivery has been made. If Buyer is or becomes insolvent or is unable to pay its debts as they mature, or files or has filed against it a bankruptcy, insolvency, or similar petition, or if Seller in good faith doubts the ability of the Buyer to pay, Seller may demand cash payment in advance before shipments are made. In the event Buyer fails to make the demanded payment within fifteen (15) days after Seller's demand, Seller may cancel the unperformed portion of the contract, without prejudice to its right to hold Buyer liable for all harm or damages resulting from its failure to pay, whether such harm or damages were incurred before or after the demand for payment.
3. **INTEREST AND COSTS.** Invoices not paid when due shall bear interest at the rate of 1.5% per month if not prohibited by law, otherwise at the highest lawful contract rate, and Buyer shall pay such interest upon demand, together with reasonable costs of collection (including attorney's fees and disbursements) incurred after default in payment of the price or interest due thereon, whether or not a lawsuit is commenced.
4. **TAXES.** Sales, use, excise or similar taxes arising out of or relating to the sale, delivery, installation, or use of the products sold hereunder are not included in the price except as specified in the Agreement. All such taxes are the sole responsibility of the Buyer and at any time the Seller shall have the right to separately bill the Buyer for such taxes which the Seller may have been required to pay, and the Buyer shall promptly reimburse the Seller for the entire amount of such taxes.
5. **SUBSTITUTION OR DELETION OF MATERIALS.** The order which is the subject of this Agreement was made based on current information available from suppliers of Seller. If Seller is not able to supply a particular product or product listed in this Agreement, Seller reserves the right to substitute a similar product of similar value or to delete that particular product or products and make an appropriate pricing adjustment.
6. **CHANGE ORDERS.** Change orders after receipt of Buyer's order may necessitate rescheduling estimated delivery date(s) for Buyer's order. Change orders may result in additional charges for time, labor and material costs which shall increase the Buyer's contractual price stated in the Sales Contract/Quotation. Buyer agrees to bear any additional costs arising out of or resulting from any change order made by Buyer under the terms and conditions of this contract.
7. **CANCELLATION OF ORDER.** Purchaser shall be responsible for damages to Seller resulting from cancellation by Purchaser of Purchaser's order, including incidental and consequential damages. Seller shall be entitled to all damages incurred in connection with this order, including, without limitation, material procurement costs, administrative costs, lost profits, and incidental and consequential damages.
8. **TERMS OF DELIVERY.** All scheduled delivery dates are approximate. Seller will not be responsible for delay in delivery resulting from strikes, slowdowns, shortages of material, fire, theft, vandalism, weather conditions, natural causes, vendor or supplier performance, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries or any other acts or circumstances beyond its control. Shipments of orders delayed for any reason in whole or in part beyond the control of Seller and beyond one (1) month of the ordered date are subject to an increase based on increased labor and materials costs. Any statements made relating to delivery dates, shipping dates, or production dates are not warranties and do not form part of the basis of the contract. Present lead times are good faith estimates and are not contractual nor are they intended to imply that time is of the essence. Seller is not liable for any damage resulting from delivery of product on private property or when required to deliver inside the curb line.
9. **FREIGHT ALLOWANCE.** Whether product is delivered by trucks owned by Seller, any of its affiliates, or by carrier, the purchase price shall increase by an amount equal to the freight allowance. Buyer will pay such increase as part of the purchase price together with any additional costs arising out of delivery.
10. **TITLE TO THE ORDERED MATERIALS.** Title to the product that is subject to this Agreement shall pass to Buyer on delivery to a common carrier at the point of shipment. When product is delivered by Seller or any of its affiliates, title passes at time of delivery at destination. In the event of delivery by Seller or any of its affiliates, Buyer shall bear the responsibility of access to the job site. The product shall be delivered only to the nearest accessible point at which trucks can reach without risk of damage to product, equipment, or truck. Seller shall have the right to charge Buyer the sum of Sixty Dollars (\$60.00) per hour of unloading time in excess of the unloading time indicated on the reverse side of this Agreement due to inaccessibility to the job site. If no unloading time is indicated on the reverse side hereof, Buyer shall be responsible for all unloading charges at the aforesaid hourly rate, regardless of accessibility. Any additional charges due to delays in unloading, switching, demurrage, storage, diversion, or reassignment of shipment shall be the responsibility of Buyer.
11. **FREIGHT DAMAGE.** For product delivered by common carrier, Buyer accepts risk of loss upon delivery of the product by Seller to the common carrier, and Buyer's sole remedy shall be against the common carrier for any loss or damage to the product resulting from shipment. For product delivered by Seller or any of its affiliates, Buyer shall have the remedy set forth in the "Limited Warranty and Remedy" section hereof, provided Buyer provides written notice of damage within seven (7) days of the time the product is delivered to destination.
12. **CANCELLATION.** In the event the order is canceled by Buyer prior to delivery, or Buyer otherwise defaults hereunder, Seller shall be entitled to all damages incurred in connection with this order, including, without limitation, restocking costs, material procurement costs, administrative costs, lost profits, and incidental and consequential damages.
13. **DESIGN AND INSTALLATION OF PRODUCT.** This is a contract for materials only. Supplied product does not include inspection, testing, installation, unloading, field work, or other product or service unless expressly contained in this contract or otherwise agreed to in writing by both parties. Seller shall bear no responsibility for design, assembly, construction, or installation of product, it being understood that Seller's sole responsibility is to furnish, subject to the terms and conditions hereof, the product described on the face of this Agreement. Product or services not listed are specifically excluded. Damage may occur if a product is not properly assembled, constructed, or installed.
14. **BACK CHARGES/DAMAGES.** Seller will not permit or accept any back charges for any reason nor will it accept any assessment for damages due to delivery performance unless authorized in writing by Seller prior to these charges being incurred.
15. **LIMITED WARRANTY AND REMEDY, EXCLUSIVE LIMITED WARRANTY:** Seller warrants that products sold under this Agreement meet solely the description and specifications for the same set forth in this Quotation/Sales Contract, if any, and conform, or exceed, subject to reasonable variance in accordance with normal industry practice, with the applicable ASTM Standard/Specifications for a period of thirty (30) days from delivery thereof. Acceptance by Buyer of the products shall constitute confirmation that the products meet the description set forth in this Quotation/Sales Contract, if any. **THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS, whether express or implied by law, including the Uniform Commercial Code as enacted in the State of Wisconsin or elsewhere, or otherwise, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.**
16. **EXCLUSIVE REMEDY; BUYER'S EXCLUSIVE REMEDY FOR BREACH OF THE WARRANTY SET FORTH IN PARAGRAPH 15 OR OTHERWISE** shall be to require Seller, at Seller's option, to refund the purchase price for the products sold hereunder or to repair or replace any nonconforming products. Costs of return or redelivery of defective products, labor, removal and reinstallation charges are not included in the remedy and shall be borne by Buyer. **NO OTHER REMEDY for breach of this warranty, express or implied—including claims for any breach of the implied warranty of fitness for a particular purpose or the implied warranty of merchantability—SHALL BE AVAILABLE TO BUYER. ANY CLAIM FOR INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES for lost profits, lost sales, injury to property, or any other incidental or consequential loss IS THEREFORE BARRED PURSUANT TO THE TERMS OF THIS EXCLUSIVE REMEDY;** the above limitations do not include damages related to personal injury. Seller will not be liable for defects in this product caused by unauthorized parts and/or unauthorized service of this product.
17. **CLAIMS: Buyer's EXCLUSIVE PROCEDURE FOR COMMENCING CLAIMS** under this Agreement against Seller shall be as follows: Notice of claims against Seller for breach of warranty or for alleged short delivery of products **MUST BE GIVEN TO SELLER PROMPTLY UPON DISCOVERY AND MUST BE SUPPORTED IN WRITING WITHIN SEVEN (7) CALENDAR DAYS AFTER DISCOVERY** to afford Seller an opportunity to investigate such claims promptly and mitigate any potential damages. Failure of Buyer to give such notice **SHALL CONSTITUTE A WAIVER BY BUYER** of its right to later make such a claim and Buyer shall be barred from the remedy as allowed under paragraph 15 of these Terms and Conditions.
18. **LIMITATION OF LIABILITY: SELLER'S LIABILITY ON ANY CLAIM** for loss or damage arising out of the supplying of any products to Buyer, or their sale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, **SHALL NOT EXCEED THE PRICE OF THE PRODUCTS ACTUALLY RECEIVED BY BUYER** from Seller with regard to which such claim for loss or damage is made. **IN NO EVENT SHALL SELLER BE LIABLE, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, LIQUIDATED OR PENAL DAMAGES** including, but not limited to, loss of profits or revenue, loss of use of the products or any associated product, cost of capital, cost of substitute products, facilities, services, downtime costs, or claims of customers of the Buyer for such damages; the above limitations do not include damages related to personal injury.
19. **CHOICE OF LAW FORUM.** Any action arising out of or related to the transactions contemplated by this Sales Contract/Quotation shall be governed and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of laws provisions wherever contained. The parties agree that any litigation shall be conducted exclusively in the Marathon County Circuit Court located in Wausau, Wisconsin, without a jury and the parties hereby consent to such jurisdiction and waive any personal jurisdiction or venue objections (including forum non conveniens) to such forum.
20. **SEVERABILITY AND WAIVER.** If any part of this Agreement is found to be unenforceable, then the remainder of the Agreement shall continue in full force and effect. Any delay in the exercise of a right by Seller shall not be deemed a waiver thereof, and any agreement (express or implied) in an earlier instance not to exercise a right shall not be deemed a waiver in any subsequent instance.
21. **CLERICAL ERRORS.** Seller reserves the right to correct clerical errors or similar errors relating to price or any other terms shown in this Agreement.
22. **FAILURE BY SELLER.** If at any time prior to delivery, Seller materially fails to fulfill its obligations hereunder or abandons production of the materials without cause, and such failure or abandonment is not corrected or commenced to be corrected within seven (7) days of written notice from Buyer (except for matters which by their nature cannot be corrected within said seven (7) days, in which case it shall be sufficient that Seller commenced to remedy such failure within said period and thereafter diligently proceeds), Buyer may elect to terminate Buyer's continuing obligations under this Agreement. If Buyer elects to terminate the Buyer's obligations hereunder, Buyer shall be entitled to the return of all deposit money paid to Seller in connection with this Agreement. Termination of the Agreement and return of deposit money are intended to be Buyer's sole and exclusive remedy in the event of a failure to comply or abandonment by Seller.
23. **SIGNATURE.** Either party may execute execution of this Agreement by facsimile or copy signature. Such signature shall be binding on said party and shall have the same force and effect as an original signature. This Agreement further may be signed in counterparts, each of which shall be part of this Agreement.
24. **INDEMNITY.** Buyer shall defend, indemnify, and hold Seller harmless from any and all third-party losses, damages, claims, penalties, liabilities, and expenses, including reasonable attorney's fees and expenses of whatever nature and however arising or incurred (including but not limited to Seller's reasonable attorney's fees and expenses in defending any third-party claims), which arise from Buyer's negligence or from Buyer's improper use (including use of the product beyond its useful life), installation, possession, operation, maintenance, storage, or handling of the products and which give rise to any claim against the Seller by the Buyer or a third party.
25. **RETURNS.** No product shall be returned to the Seller without its prior written approval of such return and of the terms and conditions relating thereto. Further, Buyer shall return the product in good and salable condition and shall pay any costs or charges arising out of such return, including shipping costs and a restocking charge equal to thirty percent (30%) of the purchase price of the returned product. Special orders are non-returnable.
26. **ACTIONS.** No action for the enforcement of this remedy set forth herein shall be commenced more than one year after the cause of action accrued for the enforcement of such remedy.
27. **DELAYS.** Buyer shall be responsible to Seller for any expenses incurred by Seller which arise out of delays, including, without limitation, delays caused by Buyer, such as failure to timely submit necessary documents, approvals or information, failure to accept delivery on a timely basis, etc.
28. **MOLD CHANGE CHARGE.** Specific or customized orders of product shall be subject to a mold change charge as listed on quote or sales contract.
29. **CONCRETE PRODUCT.** Variations in manufactured concrete products' color or shading as provided by the Seller may occur between production runs. This variation is acceptable in the industry. Seller agrees that Seller is in no way responsible for the suitability of the color for any particular use.
30. **PRODUCT USE.** Buyer is responsible for proper use, handling, maintenance and installation of product as determined by the manufacturer and industry standards. Product has a fitness for a particular purpose. Use and/or application of product not intended by the manufacturer and not in compliance with industry standards is not recommended. Use and/or installation and application are the sole responsibility of the Buyer.
31. **CAUTION:** Freshly mixed concrete or mortar may cause skin irritation or chemical burns. Avoid direct contact where possible and wash exposed skin areas promptly with water. Sawing or grinding of concrete products may result in the release of dust particles which could cause minor eye or nose irritation if proper protective equipment is not in place. The use of a NIOSH approved respirator and tight fitting goggles is recommended when sawing or grinding concrete products.
32. Purchase Orders may be tendered in lieu of Buyer's signature. A Purchase Order issued against this Sales Contract/Quotation is confirmation and acceptance of all terms and conditions of same as described above.

(Subject to change without notice. Revision date 4/2020)

Project Name: Village of Jackson

Company Name: Stonecast Products

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**From:** Pete Schmoll <[petes@mikekoenigconstruction.com](mailto:petes@mikekoenigconstruction.com)>  
**Sent:** Monday, June 1, 2020 8:39 AM  
**To:** Kristopher Dressler <[kris.dressler@cedarcorp.com](mailto:kris.dressler@cedarcorp.com)>  
**Cc:** Doug Kroes <[doug.kroes@cedarcorp.com](mailto:doug.kroes@cedarcorp.com)>  
**Subject:** RE: Brick Selection

Kris,

Here is the added cost for the brick selection. Please let us know if this is approved, Stonecast needs approval prior to placing this order.

Thanks,

Pete Schmoll  
Project Manager  
Mike Koenig Construction Co. Inc.  
Cell: 920-619-3150  
Office: 920-457-0923  
Email: [petes@mikekoenigconstruction.com](mailto:petes@mikekoenigconstruction.com)

**From:** Pete Schmoll  
**Sent:** Thursday, May 28, 2020 4:15 PM  
**To:** Kristopher Dressler <[kris.dressler@cedarcorp.com](mailto:kris.dressler@cedarcorp.com)>  
**Cc:** Doug Kroes <[doug.kroes@cedarcorp.com](mailto:doug.kroes@cedarcorp.com)>  
**Subject:** RE: Brick Selection

Kris,

Were you aware that there was an up-charge for this brick vs the original specified brick? Stonecast is going to get the cost to me shortly?

Thanks,

Pete Schmoll  
Project Manager  
Mike Koenig Construction Co. Inc.  
Cell: 920-619-3150  
Office: 920-457-0923  
Email: [petes@mikekoenigconstruction.com](mailto:petes@mikekoenigconstruction.com)

**From:** Kristopher Dressler [<mailto:kris.dressler@cedarcorp.com>]  
**Sent:** Wednesday, May 20, 2020 5:57 PM  
**To:** Pete Schmoll <[petes@mikekoenigconstruction.com](mailto:petes@mikekoenigconstruction.com)>  
**Cc:** Doug Kroes <[doug.kroes@cedarcorp.com](mailto:doug.kroes@cedarcorp.com)>  
**Subject:** Brick Selection

Pete,

We met with the owner today to discuss brick samples and we were able to make a selection. The brick selected is a blend of 60% Pacific Clay Medium Iron Spot Velour and 40% Pacific Clay Light Iron Spot Velour. In working with County Materials, we know that there is enough brick already made and PCI certified in stock which should help with schedule.

Let us know if you have any questions or concerns.

Thank you,

**Kristopher Dressler, R.A.**

Architect

**Cedar Corporation**

604 Wilson Avenue | Menomonie | WI | 54751

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

[kris.dressler@cedarcorp.com](mailto:kris.dressler@cedarcorp.com)

<https://link.edgепilot.com/s/ca160c42/pD5YEJGfB0aFfMV38SydPA?u=http://www.cedarcorp.com/> | [LinkedIn](#) | [Facebook](#) | [Twitter](#)

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Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

## Doug Kroes

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**From:** Pete Schmoll <petes@mikekoenigconstruction.com>  
**Sent:** Wednesday, June 17, 2020 4:43 PM  
**To:** Doug Kroes; Brian Kober  
**Cc:** Jason Kossman  
**Subject:** Breaker run cost

Doug,

Steve called me with a verbal cost on the breaker run, the cost for supply, trucking, and placement is \$40/ton.

We can provide the price quote from Lannon Stone, I just don't have it yet. I figured we should get his to you right away to see if this changes anything regarding our plan tomorrow. Please let me know if we should hold off or keep moving ahead.

Thanks,

Pete Schmoll  
Project Manager  
Mike Koenig Construction  
Cell: 920-619-3150  
Email: petes@mikekoenigconstruction.com



Lannon Stone Products, Inc.  
N52W3096 Lisbon Road  
Sussex, WI 53089  
(262)251-1520

Ticket No : **30605786**

Date : 6/18/2020 Time: 9:17:13AM  
Location : **JACKSON QUARRY**  
Customer : 1927 Spielvogel & Sons Excav  
Order : J32421QX FOB Jackson Municipal Bld, Hy 60 & Ridgeway  
P.O. :  
Product : **ST48 4-8 ST** 20.84 Ton

Carrier :  
Vehicle : SPIEL206 SPIELVOGEL TRK

	Pounds	Tons	Metric
Gross	70360	35.18	31.91
Tare	28680 *	14.34 *	13.01 *
Net	41680	20.84	18.91

\* P T

Freight Rate 0.00

Ordered	0.00
Remaining	-86.07
Total Qty	86.07
Today	42.45 Loads: 2

Weightmaster: Ken Dehner@ltp



**Lannon Stone Products, Inc.**  
N52W3096 Lisbon Road  
Sussex, WI 53089  
(262) 251-1520

Ticket No.: **30605748**

Date: 6/18/2020 Time: 8:26:35AM  
Location: **JACKSON QUARRY**  
Customer: 1927 Spielvogel & Sons Excav  
Order: J32421QX FOB Jackson Municipal Bld, Hy 60 & Ridgeway  
P.O.:  
Product: **ST48 4-8 ST 21.61 Ton**

	<u>Pounds</u>	<u>Tons</u>	<u>Metric</u>
Gross	71900	35.95	32.61
Tare	28680	14.34	13.01
Net	43220	21.61	19.60

Freight Rate: 0.00

Carrier:  
Vehicle: **SPIEL206 SPIELVOGEL TRK**

Ordered	0.00	
Remaining	-65.23	
Total Qty	65.23	
Today:	21.61	Loads: 1

**SECTION 00 63 49  
 WORK CHANGE DIRECTIVE**

**Work Change Directive No. 4**

Date of Issuance:	June 26, 2020	Effective Date:	June 25, 2020
Owner:	Village of Jackson	Owner's Contract No:	B-20
Contractor:	Mike Koenig Construction Co.	Contractor's Project No:	
Engineer:	Cedar Corporation	Engineer's Project No:	J5789-002
Project:	Municipal Complex	Contract Name:	

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

**Description:**

Existing soil conditions / moisture content warrants the evaluation of an alternate stabilization method beneath the building pad area. In order to evaluate the effectiveness of the recommended stabilization method, an on site test strip will be installed using the recommended materials. The test strip is prescribed to be 24' W x 75' L with associated quantities estimated accordingly: 200 SY Geogrid & 2 ft. stone thickness.

- 1) ADD 200 SY of Tensar BX1200 Geogrid @ \$3.55/SY = \$710.00
- 2) ADD 270 TN of 3" WisDOT Specified Dense Graded Stone @ \$19.75/TN = \$5,332.50

**Attachments:**

- 1) Giles Engineering Report dated 6/22/20, Subgrade Preparation Observations (Refer to Correction Action No. 3)
- 2) Contractor's Building Stabilization Proposed Unit Prices dated 6/24/20.

**Purpose for Work Change Directive:**

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

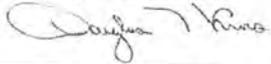
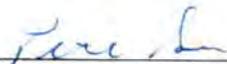
- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

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

Contract Price \$ 6,042.50 [increase].  
 Contract Time 0 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

- Lump Sum       Unit Price
- Cost of the Work       Other

<p>RECOMMENDED:</p> <p>By: <u></u>          Engineer (Authorized Signature)</p> <p>Title: <u>Senior Construction Manager</u></p> <p>Date: <u>June 26, 2020</u></p> <p>Approved by Funding Agency (if applicable)</p> <p>By: _____          Title: _____</p>	<p>AUTHORIZED BY:</p> <p>By: <u></u>          Owner (Authorized Signature)</p> <p>Title: <u>Director of Public Works</u></p> <p>Date: <u>6/26/2020</u></p>	<p>RECEIVED:</p> <p>By: <u></u>          Contractor (Authorized Signature)</p> <p>Title: <u>Project Manager</u></p> <p>Date: <u>6-26-20</u></p>
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<b>Project</b>	Jackson Municipal Complex State Hwy 60 and Ridgeway Road Jackson, WI	<b>Client</b>	Village of Jackson W164 N16660 Eagle Drive, PO Box 637 Jackson, WI 53037
<b>Date</b>	June 22, 2020	<b>Giles Project No.</b>	1M-2006020
<b>Weather</b>	68°F, heavy rain	<b>Field Rep.</b>	Alina Hummer

**SUBGRADE PREPARATION OBSERVATIONS**

As requested by our client, our representative reported to the above referenced site to observe the subgrade soil conditions and preparations for the proposed building pad prior to fill placement. It is understood that the building pad is planned to be raised 4 feet above existing elevation this date.

A review of the project documents indicated that a subsurface exploration and foundation analysis has been performed as documented in our geotechnical report, Project No. 1G-1909016, dated October 22, 2019. In summary, the subgrade preparation of the building pad should include evaluation of the subgrade via proofroll testing.

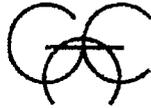
Visual observations indicated that the area of building pad has been stripped of surface vegetation, topsoil, and soils with significant organic content. The exposed subgrade soils have been visually classified as light brown/brown silty clay trace gravel and are similar to the soils shown on the boring logs of the subsurface exploration report.

The subgrade was proofrolled with a fully load dump truck to detect soft, yielding, or unstable soils. Observations indicated significant yielding, rutting, or unstable subgrade soils. In addition, static cone penetrometer tests were performed randomly across the subgrade surface to test the strength of the exposed subgrade soils (see attached sketch). Test results indicated a medium stiff comparative consistency with a correlated unconfined compressive strength of 2000 psf at -1 foot below existing grade and a very stiff comparative consistency with a correlated unconfined compressive strength of 1000 psf at -2 feet below existing grade (see attached data sheet).

Based on our observations, the subgrade soils proofrolled this date are not considered suitable for the planned building pad. The contractor and our client were advised that the subgrade was not suitable for construction of the planned building pad and we indicated they should consider such correction actions as:

- 1) Coarse aggregate stabilize the softer clays. This would be accomplished by placing a 3-inch layer of uniformly graded 3-inch clean stone and consolidating it into the underlying soft clays until the clays fill the void space in the stone (without vibration due to the dilatancy of the underlying soils). Once the voids are filled, subsequent 3-inch layers of the 3-inch clean stone are similarly placed and consolidated (it is important that each layer is consolidated until the voids are filled with the underlying clays) until the subgrade becomes stable enough to support the base course. We should be contacted to re-evaluate the subgrade prior to base course placement.
- 2) Remove the underlying unsuitable soil to a depth at which the subgrade is stable enough to support the backfill. If the subgrade remains unstable after 1 or 2 feet of removal, we should be contacted to re-evaluate the subgrade. Coarse aggregate stabilization could be utilized in combination with removal and replacement to address smaller, localized areas of instability. Backfill of over-excavated areas is recommended to be placed in accordance with project plans.
- 3) Placing Tensar BX1200 or TriAx TX160 geogrid at existing elevations (but allowing the geogrid to have at least 24-inches of stone cover which can include the base stone layer) and 3-inch WisDOT specified dense graded stone used as fill material. The amount of stone used to stabilize the building pad subgrade cannot be determined at this time. Therefore, it is advised that we observe the placement of the fill. The fill is recommended to be placed in accordance with project plans; however, due to the dilatancy of the underlying soils it is advised that vibratory compaction not be used.
- 4) Chemical stabilization. It is advised that specialty contractor be contacted to provide an estimate and method of construction.

The utility contractors should be contacted to be made aware of the above options that additional effort may be needed to dig through the stabilization layer. We make no statement regarding bearing capacity or settlement characteristics of deeper soils for the utilities. Also it should be noted that installation of the utilities can also compromise the stabilization layer.



**GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTANTS**  
N8 W22350 Johnson Drive, Suite A1 / Waukesha, WI 53186 / (262) 544-0118 / FAX (262) 549-5868

Project No. 1M-2006020  
Page 2 of 2

It should be noted that the above options are for the building pad not the foundations. Based on the planned foundation-bearing elevations, and considering the extremely sensitive low-strength soil and shallow groundwater, over-excavation below the planned bearing elevations is expected to be necessary and will likely be extensive in some areas, especially where footings extend through newly placed engineered fill into underlying native soil. Actual depths of suitable native soil are recommended be determined by a geotechnical engineer based on observation and testing during foundation excavation. If foundation-support soil is not tested and approved by a geotechnical engineer, the proposed structure could be improperly supported. Furthermore, foundations are recommended to be constructed immediately after foundation-support materials are tested and approved by a geotechnical engineer.

The contractor was also reminded that the exposed subgrade soils are considered sensitive to water increase and construction disturbance. These soils may soften, rut, or become unstable if they become wet or disturbed during construction activity. Therefore, care should be utilized to prevent surface water from ponding and disturbance by construction activity. Soils that become soft or unstable may require recompaction, stabilization, and/or replacement prior to further construction.

Locations and elevations of tests were assessed in accordance with the accuracy and proximity of provided survey control. Unless otherwise noted, the test locations and elevations were assessed by pacing and hand-level methods.

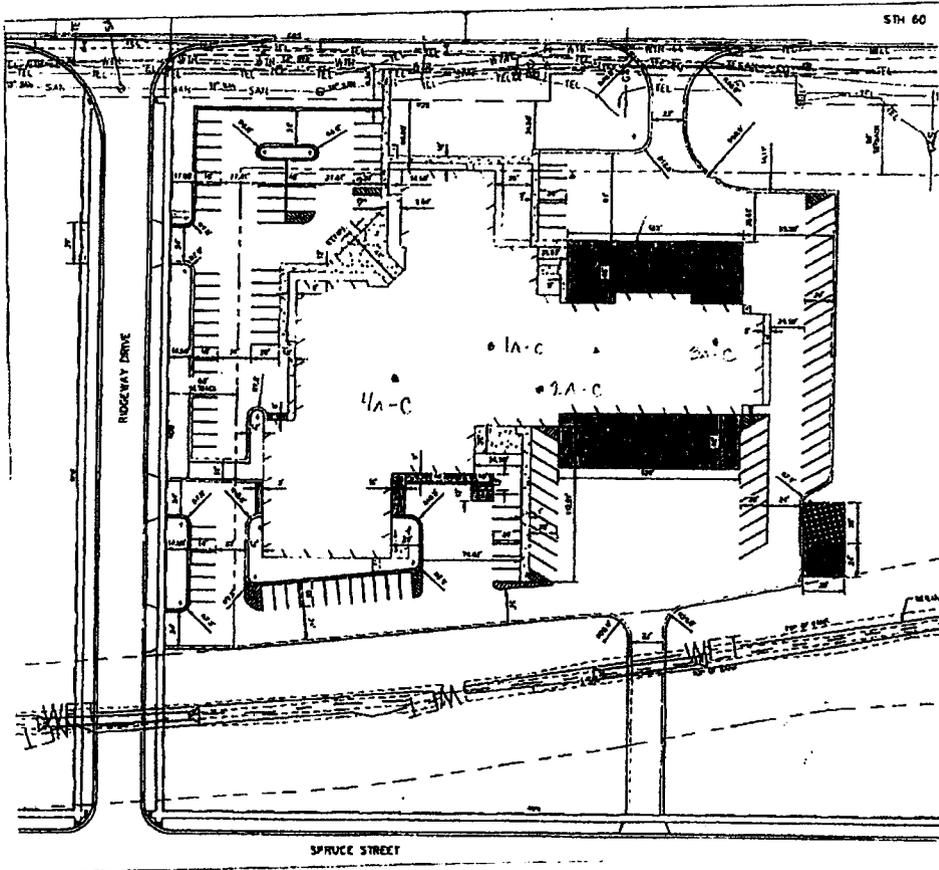
We make no warranty, express or implied, except that our services were performed in accordance with engineering principles generally accepted at this time and in this location.

**REVIEWING ENGINEER:** Steven P. Homar, P.E.

GEOTECHNICAL, ENVIRONMENTAL, AND  
CONSTRUCTION MATERIALS CONSULTANTS  
ENGINEERING ASSOCIATES, INC.

### LOCATION SKETCH

FOUNDATION SOILS FOR BUILDING PAD



Jackson Municipal Complex  
State Hwy 60 and Ridgeway Road  
Jackson, WI

Client Village of Jackson  
W164 N16660 Eagle Drive  
PO Box 637  
Jackson, WI 53037

NOT TO SCALE  
LOCATIONS APPROXIMATE

Giles Project No. 1M-1

Date 6-22-20



**GEOTECHNICAL, ENVIRONMENTAL, AND  
CONSTRUCTION MATERIALS CONSULTANTS**

**REPORT OF SOIL  
STRENGTH TESTS**

**GILES ENGINEERING ASSOCIATES, INC.**

N8 W22350 JOHNSON DRIVE, SUITE A1 / WAUKESHA, WI  
(262) 544-0118 / FAX: (262) 549-5868 / www.gilesengr.com

<b>Project</b>	Jackson Municipal Complex State Hwy 60 and Ridgeway Road Jackson, WI	<b>Client</b>	Village of Jackson W164 N16660 Eagle Drive Jackson, WI 53037
<b>Date</b>	June 22, 2020	<b>Proj. No.</b>	1M-2006020
<b>Weather</b>	68°F, heavy rain	<b>Field Rep.</b>	Alina Hummer

**TEST DATA**

TEST NO	FOOTING DIMENSIONS	*ELEV/DEPTH ft	VISUAL SOIL DESCRIPTION	IN-PLACE SOIL STRENGTH		SPECIFIED SOIL STRENGTH psf/N value	A	B	REMARKS
				qc	DCP				
1A		0	Brown/Light Brown Silty Clay trace Gravel	2000 psf		2000 psf	X		
1B		-1	Brown/Light Brown Silty Clay trace Gravel	1000 psf		2000 psf		X	
1C		-2	Brown/Light Brown Silty Clay trace Gravel	0 psf		2000 psf		X	encountered water table
2A		0	Brown/Light Brown Silty Clay trace Gravel	2000 psf		2000 psf	X		
2B		-1	Brown/Light Brown Silty Clay trace Gravel	1000 psf		2000 psf		X	
2C		-2	Brown/Light Brown Silty Clay trace Gravel	0 psf		2000 psf		X	encountered water table
3A		0	Brown/Light Brown Silty Clay trace Gravel	2000 psf		2000 psf	X		
3B		-1	Brown/Light Brown Silty Clay trace Gravel	1000 psf		2000 psf		X	
3C		-2	Brown/Light Brown Silty Clay trace Gravel	0 psf		2000 psf		X	encountered water table
4A		0	Brown/Light Brown Silty Clay trace Gravel	2000 psf		2000 psf	X		
4B		-1	Brown/Light Brown Silty Clay trace Gravel	1000 psf		2000 psf		X	
4C		-2	Brown/Light Brown Silty Clay trace Gravel	0 psf		2000 psf		X	hit water table

\*ELEV/DEPTH REF.: 0 = existing subgrade as prepared by contractor

A-test result greater than specification  
B-test result less than specification

TEST NO.

LOCATION

1-4	see attached sketch
-----	---------------------

**OBSERVATIONS:**

Footings Formed: No  
Loose Soil Removed: Yes  
Rebar Placed: No  
Concrete Placed: No

**SOILS REPORT:**

qc-Cone Penetrometer: correlates to unconfined compressive strength, psf.  
DCP-Dynamic Cone Penetrometer: correlates to SPT resistance or N value, blows/ft.

REVIEWED BY: Angela A. Anderson

REVIEWING ENGINEER: Steven P. Homar, P.E.



June 24, 2020

**Jackson Municipal Complex**  
N168W19721 Main St  
Jackson, WI 543037

**Building Stabilization Unit Prices**

**3" WisDOT Specified Dense Graded Stone - \$19.75 per ton compacted in place.**  
**Geo-grid (Tensar BX1200 - \$3.55 per SY installed.**  
**Geo-grid TriAx TX160 - 5.65 per SY installed.**

Respectfully Submitted,

MIKE KOENIG CONST. CO., INC.

*Pete Schmoll*

Pete Schmoll  
Project Manager

SECTION 00 63 49  
WORK CHANGE DIRECTIVE

Work Change Directive No. 5

Date of Issuance:	June 30, 2020	Effective Date:	July 1, 2020
Owner:	Village of Jackson	Owner's Contract No:	B-20
Contractor:	Mike Koenig Construction Co.	Contractor's Project No:	
Engineer:	Cedar Corporation	Engineer's Project No:	15789-002
Project:	Municipal Complex	Contract Name:	

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

**Description:**

Existing soil conditions / moisture content warrants the evaluation of an alternate stabilization method beneath the building pad area. As a result of a test strip conducted on site on 6/30/20, the stabilization method as recommended by Giles Engineering (Geogrid with 24" thickness of WisDOT specified 3" Dense Graded Stone) proved successful and therefore, will be installed within the entire building pad area. The recommended 24" - 3" stone stabilization layer will eliminate the installation of the 24" thick layer of 1 1/4" Dense Graded Stone which was included as a unit price item within the original contract.

- 1) ADD 5,250 SY of Tensar BX1200 Geogrid @ \$3.55/SY = \$18,637.50
- 2) ADD 7230 TN of 3" WisDOT Specified Dense Graded Stone @ \$19.75/TN = \$142,792.50
- 3) DELETE 7,500 TN of 1 1/4" Crushed Agg. Base Course (Bid Item #7) @ \$16.80/TN = (\$126,000.00)

**Attachments:**

- 1) Giles Engineering Report dated 6/22/20, Subgrade Preparation Observations (Refer to Correction Action No. 3)
- 2) Contractor's Building Stabilization Proposed Unit Prices dated 6/24/20.
- 3) Building Pad Soil Stabilization Section 6/24/20

**Purpose for Work Change Directive:**

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

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

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

Contract Price \$ 35,430.00 [increase].  
Contract Time 0 days [increase] [decrease].

**Basis of estimated change in Contract Price:**

- Lump Sum  Unit Price  
 Cost of the Work  Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: <u>[Signature]</u> Engineer (Authorized Signature)	By: <u>[Signature]</u> Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Senior Construction Manager</u>	Title: <u>DIRECTOR OF PUBLIC WORKS</u>	Title: <u>Project manager</u>
Date: <u>June 30, 2020</u>	Date: <u>7/1/2020</u>	Date: <u>7/6/20</u>



<b>Project</b>	Jackson Municipal Complex State Hwy 60 and Ridgeway Road Jackson, WI	<b>Client</b>	Village of Jackson W164 N16660 Eagle Drive, PO Box 637 Jackson, WI 53037
<b>Date</b>	June 22, 2020	<b>Giles Project No.</b>	1M-2006020
<b>Weather</b>	68°F, heavy rain	<b>Field Rep.</b>	Alina Hummer

### SUBGRADE PREPARATION OBSERVATIONS

As requested by our client, our representative reported to the above referenced site to observe the subgrade soil conditions and preparations for the proposed building pad prior to fill placement. It is understood that the building pad is planned to be raised 4 feet above existing elevation this date.

A review of the project documents indicated that a subsurface exploration and foundation analysis has been performed as documented in our geotechnical report, Project No. 1G-1909016, dated October 22, 2019. In summary, the subgrade preparation of the building pad should include evaluation of the subgrade via proofroll testing.

Visual observations indicated that the area of building pad has been stripped of surface vegetation, topsoil, and soils with significant organic content. The exposed subgrade soils have been visually classified as light brown/brown silty clay trace gravel and are similar to the soils shown on the boring logs of the subsurface exploration report.

The subgrade was proofrolled with a fully load dump truck to detect soft, yielding, or unstable soils. Observations indicated significant yielding, rutting, or unstable subgrade soils. In addition, static cone penetrometer tests were performed randomly across the subgrade surface to test the strength of the exposed subgrade soils (see attached sketch). Test results indicated a medium stiff comparative consistency with a correlated unconfined compressive strength of 2000 psf at -1 foot below existing grade and a very stiff comparative consistency with a correlated unconfined compressive strength of 1000 psf at -2 feet below existing grade (see attached data sheet).

Based on our observations, the subgrade soils proofrolled this date are not considered suitable for the planned building pad. The contractor and our client were advised that the subgrade was not suitable for construction of the planned building pad and we indicated they should consider such **correction actions** as:

- 1) Coarse aggregate stabilize the softer clays. This would be accomplished by placing a 3-inch layer of uniformly graded 3-inch clean stone and consolidating it into the underlying soft clays until the clays fill the void space in the stone (without vibration due to the dilatancy of the underlying soils). Once the voids are filled, subsequent 3-inch layers of the 3-inch clean stone are similarly placed and consolidated (it is important that each layer is consolidated until the voids are filled with the underlying clays) until the subgrade becomes stable enough to support the base course. We should be contacted to re-evaluate the subgrade prior to base course placement.
- 2) Remove the underlying unsuitable soil to a depth at which the subgrade is stable enough to support the backfill. If the subgrade remains unstable after 1 or 2 feet of removal, we should be contacted to re-evaluate the subgrade. Coarse aggregate stabilization could be utilized in combination with removal and replacement to address smaller, localized areas of instability. Backfill of over-excavated areas is recommended to be placed in accordance with project plans.
- 3) Placing Tensar BX1200 or TriAx TX160 geogrid at existing elevations (but allowing the geogrid to have at least 24-inches of stone cover which can include the base stone layer) and 3-inch WisDOT specified dense graded stone used as fill material. The amount of stone used to stabilize the building pad subgrade cannot be determined at this time. Therefore, it is advised that we observe the placement of the fill. The fill is recommended to be placed in accordance with project plans; however, due to the dilatancy of the underlying soils it is advised that vibratory compaction not be used.
- 4) Chemical stabilization. It is advised that specialty contractor be contacted to provide an estimate and method of construction.

The utility contractors should be contacted to be made aware of the above options that additional effort may be needed to dig through the stabilization layer. We make no statement regarding bearing capacity or settlement characteristics of deeper soils for the utilities. Also it should be noted that installation of the utilities can also compromise the stabilization layer.



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**GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTANTS**  
N8 W22350 Johnson Drive, Suite A1 / Waukesha, WI 53186 / (262) 544-0118 / FAX (262) 549-5868

Project No. 1M-2006020  
Page 2 of 2

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The contractor was also reminded that the exposed subgrade soils are considered sensitive to water increase and construction disturbance. These soils may soften, rut, or become unstable if they become wet or disturbed during construction activity. Therefore, care should be utilized to prevent surface water from ponding and disturbance by construction activity. Soils that become soft or unstable may require recompaction, stabilization, and/or replacement prior to further construction.

Locations and elevations of tests were assessed in accordance with the accuracy and proximity of provided survey control. Unless otherwise noted, the test locations and elevations were assessed by pacing and hand-level methods.

We make no warranty, express or implied, except that our services were performed in accordance with engineering principles generally accepted at this time and in this location.

**REVIEWING ENGINEER: Steven P. Homar, P.E.**



**GEOTECHNICAL, ENVIRONMENTAL, AND  
CONSTRUCTION MATERIALS CONSULTANTS**

**REPORT OF SOIL  
STRENGTH TESTS**

**GILES ENGINEERING ASSOCIATES, INC.**

N8 W22350 JOHNSON DRIVE, SUITE A1 / WAUKESHA, WI  
(262) 544-0118 / FAX: (262) 549-5868 / www.gilesengr.com

<b>Project</b>	Jackson Municipal Complex State Hwy 60 and Ridgeway Road Jackson, WI	<b>Client</b>	Village of Jackson W164 N16660 Eagle Drive Jackson, WI 53037
<b>Date</b>	June 22, 2020	<b>Proj. No.</b>	1M-2006020
<b>Weather</b>	68°F, heavy rain	<b>Field Rep.</b>	Alina Hummer

**TEST DATA**

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\*ELEV/DEPTH REF.: 0 = existing subgrade as prepared by contractor

A-test result greater than specification  
B-test result less than specification

TEST NO.

LOCATION

1-4	see attached sketch
-----	---------------------

**OBSERVATIONS:**

Footings Formed: No  
Loose Soil Removed: Yes  
Rebar Placed: No  
Concrete Placed: No

**SOILS REPORT:**

qc-Cone Penetrometer: correlates to unconfined compressive strength, psf.  
DCP-Dynamic Cone Penetrometer: correlates to SPT resistance or N value, blows/ft.

REVIEWED BY: Angela A. Anderson

REVIEWING ENGINEER: Steven P. Homar, P.E.



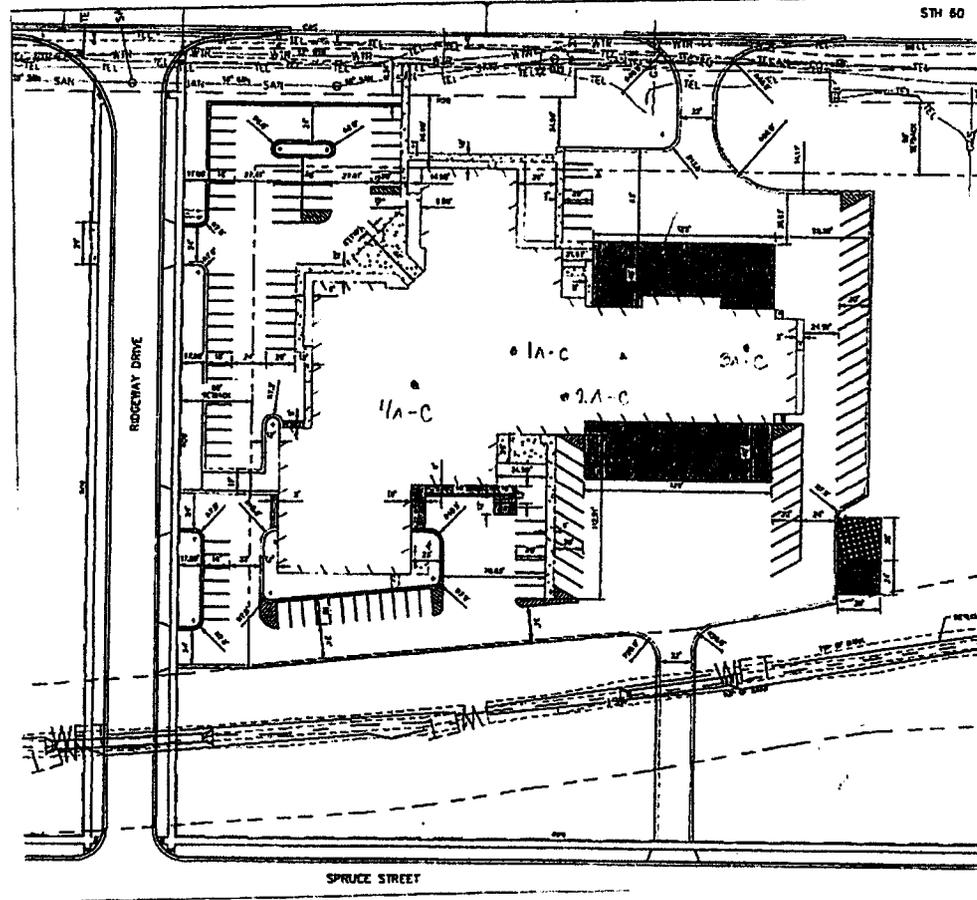
**GILES**

**GEOTECHNICAL, ENVIRONMENTAL, AND  
CONSTRUCTION MATERIALS CONSULTANTS**

**ENGINEERING ASSOCIATES, INC.**

# LOCATION SKETCH

FOUNDATION Soils FOR BUILDING PAD



**Project** Jackson Municipal Complex  
 State Hwy 60 and Ridgeway Road  
 Jackson, WI

**Client** Village of Jackson  
 W164 N16660 Eagle Drive  
 PO Box 637  
 Jackson, WI 53037

**NOT TO SCALE**  
**LOCATIONS APPROXIMATED**

**Giles Project No.** 1M-2006020

**Date** 6-22-20



June 24, 2020

**Jackson Municipal Complex**  
N168W19721 Main St  
Jackson, WI 543037

**Building Stabilization Unit Prices**

3" WisDOT Specified Dense Graded Stone - \$19.75 per ton compacted in place.  
Geo-grid (Tensar BX1200 - \$3.55 per SY installed.  
Geo-grid TriAx TX160 - 5.65 per SY installed.

Respectfully Submitted,

MIKE KOENIG CONST. CO., INC.

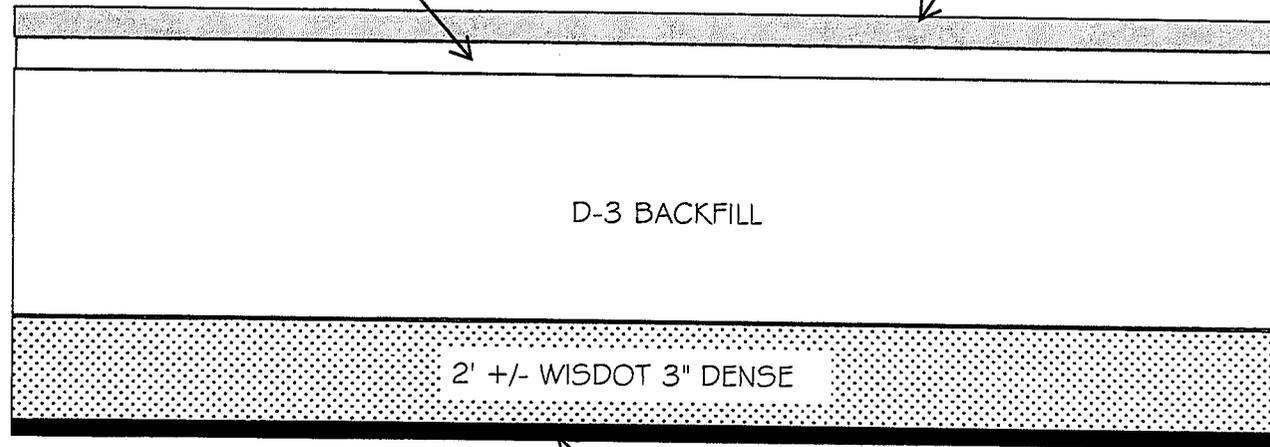
*Pete Schmoll*

Pete Schmoll  
Project Manager

BUILDING PAD SOIL STABILIZATION SECTION

6" GRANULAR BASE

CONCRETE SLAB (Varies:  
4"-8") Thickness



D-3 BACKFILL

2' +/- WISDOT 3" DENSE

GEOGRID: Tensar BX1200  
OR TriAx TX160

Village of Jackson  
Municipal Complex



800-472-7372  
www.cedarcorp.com

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

PROJECT NO. J5789-002

DRAWN BY: DTK

DATE: 6/24/20

SCALE: NTS



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

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

July 31, 2020

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

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

Re: Contractor's Application for Payment No. 4  
Municipal Complex  
Project No. J05789-0002

Dear Mr. Kober:

Enclosed for your use in payment to Mike Koenig Construction Co., Inc. in the amount of \$538,432.54 is Contractor's Application for Payment No. 4.

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

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

Sincerely,

CEDAR CORPORATION

Douglas T. Kroes  
Senior Construction Manager

Enclosed: Contractor's Application for Payment No. 4  
Lien Waivers: Applications 2 & 3

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



**Progress Estimate - Lump Sum Work**

**Contractor's Application**

Project: Municipal Complex			Application Number: 4					
Application Period: 7/1/2020 to 7/31/2020			Application Date: 7/27/2020					
A		B	Work Completed		E	F		G
Specification Section No.	Description	Scheduled Value (\$)	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
			From Previous Application (C+D)	This Period				
	General Conditions	\$280,000.00	\$39,000.00			\$39,000.00	13.9%	\$241,000.00
	Bond	\$80,000.00	\$80,000.00			\$80,000.00	100.0%	
	Site Utilities	\$225,200.00	\$170,000.00	\$55,200.00		\$225,200.00	100.0%	
	Site Work	\$106,330.00	\$86,371.10	\$10,000.00		\$96,371.10	90.6%	\$9,958.90
	Asphalt	\$213,247.00						\$213,247.00
	Fencing	\$23,834.00						\$23,834.00
	Landscaping	\$45,000.00						\$45,000.00
	Concrete Foundations	\$180,000.00						\$180,000.00
	Concrete Flatwork	\$515,000.00						\$515,000.00
	Precast Concrete	\$1,690,000.00	\$49,716.50	\$16,566.50	\$431,100.00	\$497,383.00	29.4%	\$1,192,617.00
	Masonry	\$325,000.00						\$325,000.00
	Structural Steel	\$780,000.00						\$780,000.00
	Carpentry	\$180,000.00						\$180,000.00
	Cabinets	\$162,080.00						\$162,080.00
	Insulation	\$5,165.00						\$5,165.00
	Roofing	\$330,875.00						\$330,875.00
	EIFS	\$21,782.00						\$21,782.00
	Caulking	\$15,000.00						\$15,000.00
	HM & Wood Doors	\$206,860.00						\$206,860.00
	Aluminum Entrances	\$297,800.00						\$297,800.00
	Overhead Doors	\$304,999.00						\$304,999.00
	Gypsum Board Assemblies	\$543,000.00						\$543,000.00
	Flooring	\$217,739.00						\$217,739.00
	Epoxy Flooring	\$49,669.00						\$49,669.00
	Painting	\$153,577.00						\$153,577.00
	Acoustic Ceilings	\$85,250.00						\$85,250.00
	Specialties	\$80,000.00						\$80,000.00
	Lockers	\$109,673.00						\$109,673.00
	Mobil Storage Shelving	\$35,000.00						\$35,000.00
	Furnishings - Blinds	\$7,245.00						\$7,245.00
	Elevator	\$59,050.00	\$11,810.00			\$11,810.00	20.0%	\$47,240.00
	Firehouse Lift	\$53,000.00		\$22,000.00		\$22,000.00	41.5%	\$31,000.00
	Firehouse Slide Pole	\$21,500.00						\$21,500.00
	Mechanical HVAC	\$1,215,000.00						\$1,215,000.00
	Sprinklers	\$109,510.00						\$109,510.00
	Plumbing	\$613,850.00	\$25,000.00	\$30,000.00		\$55,000.00	9.0%	\$558,850.00
	Electrical	\$1,146,400.00	\$27,500.00	\$15,000.00		\$42,500.00	3.7%	\$1,103,900.00
	OH, Supervision & Profit	\$445,830.00	\$58,546.00	\$49,500.00		\$108,046.00	24.2%	\$337,784.00

**Progress Estimate - Lump Sum Work**

**Contractor's Application**

Project: <b>Municipal Complex</b>				Application Number: <b>4</b>				
Application Period: <b>7/1/2020 to 7/31/2020</b>				Application Date: <b>7/27/2020</b>				
		Work Completed		E	F		G	
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period				
		<b>\$10,933,465.00</b>	<b>\$547,943.60</b>	<b>\$198,266.50</b>	<b>\$431,100.00</b>	<b>\$1,177,310.10</b>		<b>\$9,756,154.90</b>

Unit Price Progress Estimate

Contractor's Application

Project: Municipal Complex				Application Number:								
Application Period:				Application Date:								
A				B	C	D	E	F	G	H	I	J
Bid No.	Item Description	Estimated Bid Quantity	Unit Price	Quantity Completed						Total Completed & Stored to Date (C+E+G)		% Comp.
				Previous Applications		This Application		Materials Stored		Quantity	Amount	
				Quantity	Amount	Quantity	Amount	Quantity	Amount			
1	Imported Fill Material-Soil Class D-2	615 CY	\$22.75			115	\$2,616.25			115	\$2,616.25	18.7%
2	Footing Foundation Stabilization Excavation	700 CY	\$12.50									
3	Footing Foundation Stabilization Backfill - 1 1/4" CABG Dense	1400 TN	\$16.00									
4	Excavation Below Subgrade (EBS) - Building	1115 CY	\$12.55			115	\$1,443.25			115	\$1,443.25	10.3%
5	Structural Backfill - Building Pad - Soil Class D-3	9400 TN	\$16.00									
6	Crushed Aggregate Base Course - 1 1/4" Dense - Site	17500 TN	\$16.80	571.47	\$9,600.70	10975.07	\$184,381.18			11546.54	\$193,981.87	66.0%
7	Crushed Aggregate Base Course - 1 1/4" Dense -Building	TN	\$16.80									
8	Geogrid - Site	13000 SY	\$2.80	1793	\$5,020.40	8762.5	\$24,535.00			10555.5	\$29,555.40	81.2%
CO1	Add Transoms to Entry Doors (8 EA)	1 LS	\$3,566.50									
CO1	Removal & Disposal of Concrete Debris Pile	1 LS	\$7,363.00			1	\$7,363.00			1	\$7,363.00	100.0%
CO1	CREDIT Fire Dept. Log w/i Precast Panel	1 LS	-\$1,722.00									
CO2	Geogrid - Building Pad Stabilization	5450 SY	\$3.55			4088	\$14,512.40			4088	\$14,512.40	75.0%
CO2	3" Dense Graded Base - Building Pad Stabilization	7500 TN	\$19.75			5725.38	\$113,076.26			5725.38	\$113,076.26	76.3%
CO2	4"-8" Stone (6/18/20 Bldg Pad Stabilization Test Strip)	42.45 TN	\$40.00			42.45	\$1,698.00			42.45	\$1,698.00	100.0%
CO2	Existing Foundation Debris Disposal	1 LS	\$4,258.17			1	\$4,258.17			1	\$4,258.17	100.0%
CO2	Alternate Exterior Brick Material	1 LS	\$38,274.00									





**WAIVER OF LIEN**

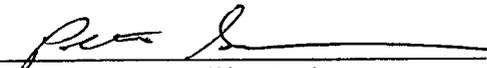
July 31, 2020

**For value received, we hereby waive partial rights and claims for lien on land and on Buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,  
for Village of Jackson Owner  
by Mike Koenig Construction Co., Inc., contractor  
for Application No. 4 Invoice #10145 \$538,432.84 contingent on payment  
same being situated in Washington County, State of Wisconsin, described as**

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

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

MIKE KOENIG CONSTRUCTION CO., INC.

 7-29-20  
(Signature) (Date)

NAME: Pete Schmoll  
TITLE: Project Manager

**UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

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

**Identifying Information**

Name of Claimant: Edgewater Plumbing LLC  
Name of Customer: Village of Jackson Municipal Complex  
Job Location: N168W14721 Main St. Jackson WI 53073  
Owner:  
Through Date: June 2020

**Unconditional Waiver and Release**

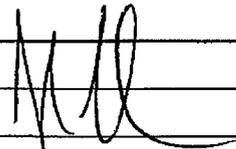
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment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

\$ 23,750.00

**Exceptions**

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

**Signature**

Claimant's Signature:   
Claimant's Title: Owner  
Date of Signature: 7/24/2020

**PARTIAL WAIVER OF LIEN**

STATE OF Wisconsin )  
 COUNTY OF Washington )  
 TO WHOM IT MAY CONCERN:

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

THE undersigned, for and in consideration of our Hundred Fifty Six Thousand Seven Hundred Seventy Five Dollars and Sixty Seven Cent (\$456,775.67), and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Wisconsin, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS\*.

DATE: June 30, 2020 COMPANY NAME: Stonecast Products, Inc.  
 ADDRESS: N112 W14343 Mequon Road, Germantown, WI 53022

SIGNATURE AND TITLE [Signature] John Sonn, Controller

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

**CONTRACTOR'S AFFIDAVIT**

STATE OF Wisconsin )  
 COUNTY OF Washington )  
 TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, John Sonn BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS  
Controller OF Stonecast Products, Inc.

WHO IS THE CONTRACTOR FOR THE architectural precast panels  
 WORK ON THE BUILDING LOCATED AT N168 W19721 Main Street, Jackson, WI 53037  
 OWNED BY Village of Jackson

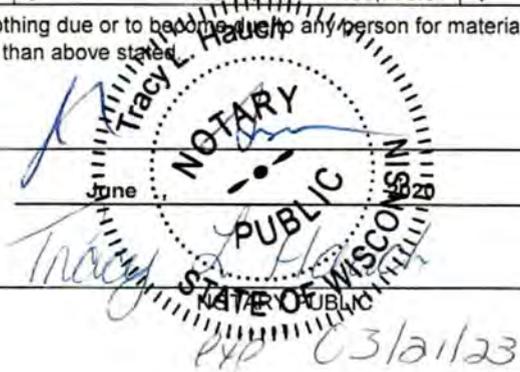
That the total amount of the contract including extras\* is \$1,724,047.57 on which he or she has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDNG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Stonecast Products, Inc. Germantown, WI 53022	architectural precast panels	\$ 1,724,047.57	\$ 0.00	\$ 456,775.67	\$ 1,267,271.90
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$ 1,724,047.57	\$ 0.00	\$ 456,775.67	\$ 1,267,271.90

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

DATE: June 30, 2020 SIGNATURE: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME THIS 30th DAY OF June



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

**UNCONDITIONAL WAIVER OF LIEN**

July 20, 2020

**For value received, we** hereby waive **partial** rights and claims for lien on land and on Buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,  
for **Village of Jackson** Owner  
by **Mike Koenig Construction Co., Inc.**, contractor  
for **Applications #2 & #3 Invoices 10114 & 10129 \$838,701.42** same being situated in **Washington County, State of Wisconsin**, described as

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

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

MIKE KOENIG CONSTRUCTION CO., INC.

  
\_\_\_\_\_  
(Signature)

7-20-20  
(Date)

NAME: Pete Schmoll  
TITLE: Project Manager



## UNCONDITIONAL WAIVER OF LIEN

I/we hereby waive unconditional partial rights and claims for lien on land, buildings and infrastructure to the appurtenances thereunto,

Project Name: JACKSON MUNICIPAL COMPLEX

Project Street Address: N168 W19721 MAIN ST

County: Sheboygan

State: WI

Owner: MIKE KOENIG CONSTRUCTION

For: WATER AND SEWER INSTALL

Final: No

Notes: Lien rights released when check for \$161,500.00 is cashed and cleared

Authorized Agent: COREY KORFF

Title: PRESIDENT

Date: 07/29/2020



7/23/20  
**PARTIAL  
 WAIVER OF LIEN**

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

for Village of Jackson owner,  
 by Mike Koenig Construction contractor,  
 for Excavation same  
 being situated in Washington County, State of Wisconsin, described as  
Jackson Municipal Complex  
N168 W19721 Main Street  
Jackson, WI 53037

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, retainage

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Invoice # 13959  
 Inv. Date 6/19/20  
 Invoice Amount \$47,315.90  
 Amount Paid \$44,950.10  
 Date Paid 7/23/20

\_\_\_\_\_  
 C. Spielvogel & Sons Excavating, Inc.  
 \_\_\_\_\_  
*Steve Spielvogel*  
 \_\_\_\_\_  
 Steve Spielvogel, President





7/23/20  
**PARTIAL  
 WAIVER OF LIEN**

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

for Village of Jackson owner,  
 by Mike Koenig Construction contractor,  
 for Excavation same  
 being situated in Washington County, State of Wisconsin, described as  
Jackson Municipal Complex  
N168 W19721 Main Street  
Jackson, WI 53037

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, retainage

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Invoice # 13949  
 Inv. Date 6/05/20  
 Invoice Amount \$11,586.58  
 Amount Paid \$11,007.25  
 Date Paid 7/23/20

\_\_\_\_\_  
 C. Spielvogel & Sons Excavating, Inc.  
 \_\_\_\_\_  
*Steve Spielvogel*  
 \_\_\_\_\_  
 Steve Spielvogel, President





**7/23/20  
PARTIAL  
WAIVER OF LIEN**

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

for Village of Jackson owner,  
 by Mike Koenig Construction contractor,  
 for Excavation same  
 being situated in Washington County, State of Wisconsin, described as  
Jackson Municipal Complex  
N168 W19721 Main Street  
Jackson, WI 53037

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, retainage

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Invoice # 13937  
 Inv. Date 5/20/20  
 Invoice Amount \$25,500.00  
 Amount Paid \$24,225.00  
 Date Paid 7/23/20

\_\_\_\_\_, C. Spielvogel & Sons Excavating, Inc.,  
 \_\_\_\_\_,  
 \_\_\_\_\_,  
 \_\_\_\_\_, Steve Spielvogel, President



**SECTION 00941  
CHANGE ORDER**

Change Order No. 1

Date of Issuance:	June 22, 2020	Effective Date:	June 22, 2020
Owner:	Village of Jackson	Owner's Contract No.:	A-20
Contractor:	Wondra Construction, Inc.	Contractor's Project No.:	
Engineer:	Cedar Corporation	Engineer's Project No.:	05789-0008
Project:	Spruce Street and Ridgeway Drive Extensions	Contract Name:	

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

Description:

1	ADD 1 EACH Remove Catch Basin @ 500.00 EACH (Bid Item #13)	=	\$500.00
2	DELETE 131 LINEAL FEET of 18" RCP Storm Sewer @ \$51.90/LF (Bid Item #18)	=	(\$6,798.90)
3	ADD 37 LINEAL FEET of 12" RCP Storm Sewer @ \$44.70/LF (Bid Item #22)	=	\$1,653.90
4	ADD 2 EACH 2'x3' Storm Sewer Catch Basins @ \$1,930.00 EA (Bid Item #25)	=	\$3,860.00
	<b>TOTAL</b>	=	<b>(\$785.00)</b>

Reason for Change Order:

- a) Change Order Item Nos. 1-4: Cost changes associated with post bid storm sewer revisions related to conditions of the ANR Pipeline permit approval.

Attachments: (List documents supporting change)

- a) Change Order Item Nos. 1-4: 1) Revised Drawing Sheets 4 & 5 of 27, 2) E-mail correspondence between Engineer, Owner and Contractor dated 6/18/20.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>1,423,655.55</u>	Original Contract Times: Substantial completion (date): <u>September 15, 2020</u> Ready for Final Payment (date): <u>October 15, 2020</u>
[Increase] [Decrease] from previous approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ <u>0.00</u>	from previous Change Orders: No. <u>0</u> to No. <u>0</u> : Substantial Completion (days): <u>0</u> Ready for Final Payment (days): <u>0</u>
Contract Price prior to this Change Order: \$ <u>1,423,655.55</u>	Contract Times prior to this Change Order: Substantial completion (date): <u>September 15, 2020</u> <u>October 15, 2020</u>
[Decrease] of this Change Order: \$ <u>(785.00)</u>	[Increase] [Decrease] this Change Order: Substantial Completion (days): <u>0</u> Ready for Final Payment (days): <u>0</u>
Contract Price incorporating this Change Order: \$ <u>1,422,870.55</u>	Contract Times with all approved Change Orders: Substantial completion (date): <u>September 15, 2020</u> Ready for Final Payment (date): <u>October 15, 2020</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u>Matthew Cameron</u> CONTRACTOR (Authorized Signature)
Title: <u>Senior Const. Manager</u>	Title: _____	Title: <u>Project Manager</u>
Date: <u>6-22-20</u>	Date: _____	Date: <u>7-7-2020</u>

Approved by Funding Agency (if applicable):

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

## Doug Kroes

---

**From:** Doug Kroes  
**Sent:** Thursday, June 18, 2020 4:42 PM  
**To:** 'Brian Kober'; Matt Cameron  
**Cc:** joe.coe@cedarcorp.com  
**Subject:** Jackson Spruce & Ridgeway Extensions: Plan Revisions - Storm Sewer  
**Attachments:** Design-04\_Spruce St.pdf; Design-05\_Spruce St.pdf

Brian & Matt:

As discussed at the preconstruction conference this week, attached please find revised Plan Sheets 4 of 27 & 5 of 27. The revisions are related to the proposed storm sewer and were prepared post bid as a result of review comments by representatives of ANR Pipeline. These revisions affect estimated contract quantities as follows:

Bid Item #13, Remove Catch Basin: ADD 1 EACH  
Bid Item #18, 18" RCP Storm Sewer: DELETE 131 Lineal Feet  
Bid Item #22, 12" RCP Storm Sewer: ADD 37 Lineal Feet  
Bid Item #25, 2'x3' Storm Sewer Catch Basin: ADD 2 EACH

Our office will prepare a contract change order to include the above mentioned change items.

Please let us know if you have any questions.

Thank you,

## Doug Kroes

Senior Construction Manager

Cedar Corporation

W61 N497 Washington Avenue | Cedarburg | WI | 53012

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

Cell: 920-246-6326

[doug.kroes@cedarcorp.com](mailto:doug.kroes@cedarcorp.com)

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

This e-mail and any attachments may contain proprietary and confidential information from Cedar Corporation. Please visit our website at <http://www.cedarcorp.com/disclaimer> for more details.



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

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

July 24, 2020

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

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

Re: Contractor's Application for Payment No. 1  
Spruce Street and Ridgeway Drive Extensions  
Project No. 05789-0008

Dear Mr. Kober:

Enclosed for your use in payment to Wondra Construction, Inc. in the amount of \$365,561.84 is Contractor's Application for Payment No. 1.

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

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

Sincerely,

CEDAR CORPORATION

Douglas T. Kroes  
Senior Construction Manager

Enclosed: As Noted

Cc: Roger Thimm, Wondra Construction, Inc.



**Unit Price Progress Estimate**

**Contractor's Application**

Project: Spruce Street and Ridgeway Drive Extensions				Application Number: 1								
Application Period: 6/23/20 - 7/23/20				Application Date: July 23, 2020								
A				B	C	D	E	F	G	H	I	J
Bid No.	Item Description	Estimated Bid Quantity	Unit Price	Quantity Completed						Total Completed & Stored to Date (C+E+G)		% Comp.
				Previous Applications		This Application		Materials Stored		Quantity	Amount	
				Quantity	Amount	Quantity	Amount	Quantity	Amount			
1	CLEARING AND GRUBBING	1 L.S.	\$12,000.00			1	\$12,000.00			1	\$12,000.00	100.0%
2	COMMON EXCAVATION	1 L.S.	\$132,600.00			0.75	\$99,450.00			0.75	\$99,450.00	75.0%
3	IMPORTED FILL MATERIAL	3,200 C.Y.	\$26.00									
4	SAW CUTTING ASPHALT PAVEMENT	451 L.F.	\$3.35									
5	ASPHALT PAVEMENT REMOVAL	562 S.Y.	\$2.60									
6	8" PVC SANITARY SEWER MAIN	1,871 L.F.	\$90.00			1642	\$147,780.00			1642	\$147,780.00	87.8%
7	48" DIA. SANITARY SEWER MANHOLE ( 7 Units)	94 V.F.	\$310.25			65.6	\$20,352.40			65.6	\$20,352.40	69.8%
8	SANITARY MANHOLE RIM ADJUSTMENT	1 EACH	\$550.00									
9	8" PVC WATER MAIN	2,750 L.F.	\$64.10			588	\$37,690.80			588	\$37,690.80	21.4%
10	12"X 8" LIVE TAPPING TEE	2 EACH	\$3,850.00			1	\$3,850.00			1	\$3,850.00	50.0%
11	HYDRANT ASSEMBLY	6 EACH	\$5,535.00			2	\$11,070.00			2	\$11,070.00	33.3%
12	8" GATE VALVE	10 EACH	\$1,995.00			2	\$3,990.00			2	\$3,990.00	20.0%
13	REMOVE CATCH BASIN	1 EACH	\$500.00									
14	27" RCP STORM SEWER	76 L.F.	\$67.95									
15	27" RCP APRON ENDWALL (AEW) W/ TRASHGUARD	1 EACH	\$1,720.00									
16	24" RCP STORM SEWER	734 L.F.	\$60.60			61.5	\$3,726.90			61.5	\$3,726.90	8.4%
17	24" RCP APRON ENDWALL (AEW) W/ TRASHGUARD	1 EACH	\$1,455.00									
18	18" RCP STORM SEWER	495 L.F.	\$51.90									
19	18" RCP APRON ENDWALL (AEW) W/ TRASHGUARD	1 EACH	\$1,200.00									
20	15" RCP STORM SEWER	88 L.F.	\$46.90									
21	15" RCP APRON ENDWALL (AEW) W/ TRASHGUARD	1 EACH	\$1,080.00									
22	12" RCP STORM SEWER	290 L.F.	\$44.70			117.5	\$5,252.25			117.5	\$5,252.25	40.5%
23	48" DIA. STORM SEWER MANHOLE ( 5 Units)	16 V.F.	\$723.75			7.25	\$5,247.19			7.25	\$5,247.19	45.3%
24	60" DIA. STORM SEWER MANHOLE ( 1 Unit)	4 V.F.	\$736.50									
25	2' X 3' STORM SEWER CATCH BASIN	16 EACH	\$1,930.00			2	\$3,860.00			2	\$3,860.00	12.5%
26	POND OUTLET STRUCTURE	1 EACH	\$4,420.00									
27	CULVERT REMOVAL W/O REPLACEMENT	2 EACH	\$300.00									
28	53"X 34" HERCP CULVERT REMOVE AND REPLACE	204 L.F.	\$137.00									
29	53"X 34" HERCP CULVERT APRON ENDWALL (AEW)	4 EACH	\$1,725.00									
30	68"X 43" HERCP CULVERT	170 L.F.	\$180.60			104	\$18,782.40			104	\$18,782.40	61.2%
31	68"X 43" HERCP CULVERT APRON ENDWALL (AEW)	4 EACH	\$2,850.00			2	\$5,700.00			2	\$5,700.00	50.0%
32	RIP RAP, MEDIUM	120 C.Y.	\$85.70									
33	EXCAVATION BELOW SUBGRADE (EBS)	800 C.Y.	\$18.10									
34	EBS BACKFILL 1 1/4" DENSE	800 TONS	\$13.60									
35	EBS BACKFILL, BREAKER RUN	800 TONS	\$14.15									
36	CRUSHED AGGREGATE BASE COURSE 1 1/4"	6029 TONS	\$13.10									
37	REMOVE CURB AND GUTTER	272 L.F.	\$5.00									
38	30" CURB AND GUTTER TYPE D	5,225 L.F.	\$12.50									
39	7" CONCRETE DRIVEWAY APRON	1212 S.F.	\$6.70									
40	4" CONCRETE SIDEWALK	25030 S.F.	\$3.80									
41	LOWER LAYER HMA PAVEMENT, 3 LT	1790 TONS	\$65.81									
42	UPPER LAYER HMA PAVEMENT, 4 LT	1040 TONS	\$62.90									

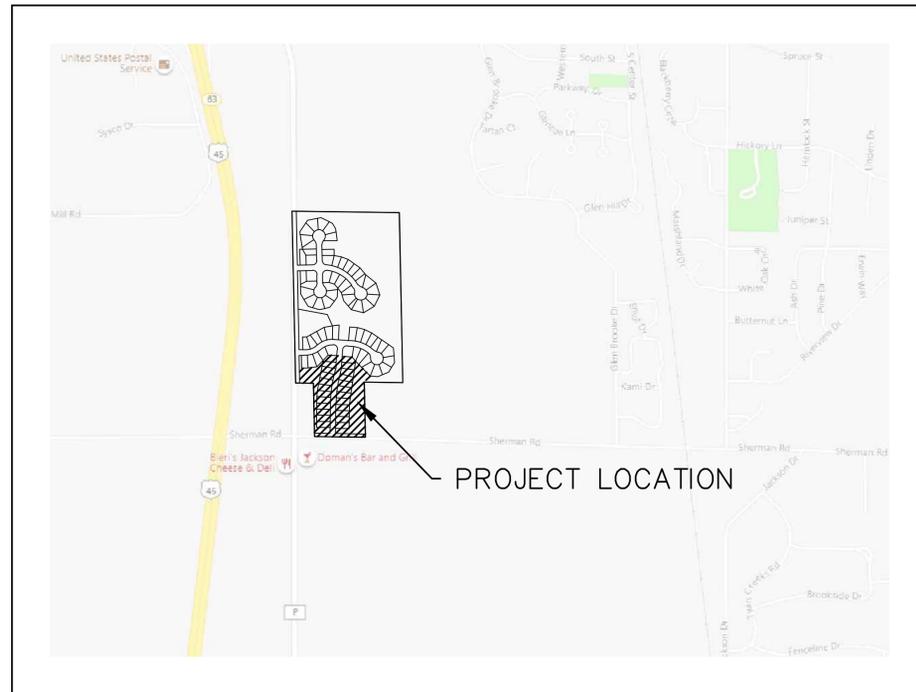
**Unit Price Progress Estimate**

**Contractor's Application**

Project: Spruce Street and Ridgeway Drive Extensions				Application Number: 1								
Application Period: 6/23/20 - 7/23/20				Application Date: July 23, 2020								
A				B	C	D	E	F	G	H	I	J
Bid No.	Item Description	Estimated Bid Quantity	Unit Price	Quantity Completed						Total Completed & Stored to Date (C+E+G)		% Comp.
				Previous Applications		This Application		Materials Stored		Quantity	Amount ..	
				Quantity	Amount	Quantity	Amount	Quantity	Amount			
43	DITCH CHECKS	19 EACH	\$158.00									
44	SILT FENCE	2450 L.F.	\$1.50									
45	INLET PROTECTION	17 EACH	\$85.00									
46	TRACKING PAD	2 EACH	\$2,100.00			2	\$4,200.00			2	\$4,200.00	100.0%
47	TRAFFIC CONTROL	1 L.S.	\$3,700.00			0.5	\$1,850.00			0.5	\$1,850.00	50.0%
48	SITE RESTORATION	1 L.S.	\$36,800.00									
Alt 1	ASPHALT WEDGING	1 L.S.	\$850.00									
TOTAL							\$384,801.94				\$384,801.94	

# CONSTRUCTION PLANS FOR MORNING MEADOWS SUBDIVISION - PHASE 1 VILLAGE OF JACKSON, WISCONSIN

## VICINITY MAP



### LEGEND (PROPOSED FEATURES)

- TREE REMOVAL
- EXISTING CONCRETE PAVEMENT TO BE REMOVED
- EXISTING ASPHALT PAVEMENT TO BE REMOVED
- EXISTING GRAVEL TO BE REMOVED
- EXISTING BUILDING/STRUCTURE TO BE REMOVED
- SAWCUT LINE
- PROPOSED PROPERTY LINE
- PROPOSED SITE LIGHTING (DESIGNED BY OTHERS, FOR REFERENCE ONLY)
- MONUMENT SIGNS (CONSTRUCTION DETAILS BY OTHERS)
- SIGN
- HEAVY-DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- HEAVY-DUTY ASPHALT PAVEMENT
- STANDARD-DUTY ASPHALT PAVEMENT
- COLORED AND STAMPED CONCRETE
- PROPOSED 30" REJECT CURB & GUTTER (AS SHOWN ON SITE PLAN)
- PROPOSED 30" STANDARD CURB & GUTTER (AS SHOWN ON SITE PLAN)
- PROPOSED ACCESSIBLE PAVEMENT MARKING
- VAN ACCESSIBLE STALL
- PROPOSED TYPE 3 CURB RAMP (SEE DETAIL SHEET, NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- PROPOSED TYPE 3A CURB RAMP (SEE DETAIL SHEET, NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- PROPOSED TYPE 4 CURB RAMP (SEE DETAIL SHEET, NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- PROPOSED TYPE 4A CURB RAMP (SEE DETAIL SHEET, NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- PROPOSED TYPE 7 CURB RAMP (SEE DETAIL SHEET, NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- DOOR
- STRUCTURAL RETAINING WALL - (DESIGNED BY OTHERS)
- PROPOSED 0.5-FOOT GRADE CONTOUR (ONLY USED WHEN CRITICAL)
- PROPOSED 1-FOOT GRADE CONTOUR
- PROPOSED 5-FOOT GRADE CONTOUR
- PROPOSED SPOT GRADE
- PROPOSED TOP OF CURB
- DENOTES PROPOSED GARAGE FLOOR GRADE @ THRESHOLD
- IF A SECOND ELEVATION IS GIVEN, DENOTES GROUND LEVEL FOR LOOK OUT OR BASEMENT SLAB GRADE FOR WALK OUT.
- PROPOSED EROSION CONTROL BALE
- TEMPORARY DITCH CHECK
- CULVERT PIPE DITCH CHECK
- PROPOSED INLET PROTECTION
- PROPOSED SILT FENCE
- PROPOSED STRAW WATTLE
- PROPOSED TEMPORARY DIVERSION
- PROPOSED LEVEL SPREADER
- PROPOSED STONE TRACKING MAT
- PROPOSED PERMANENT TURF REINFORCEMENT MAT
- EROSION CONTROL BLANKET
- PROPOSED RIPRAP
- PROPOSED GAS LINE
- PROPOSED ELECTRIC LINE
- PROPOSED TELEPHONE LINE
- PROPOSED WATER MAIN
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED FIRE DEPARTMENT CONNECTION
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED INLET/ CB
- PROPOSED STORM MANHOLE
- PROPOSED AREA DRAIN
- PROPOSED SANITARY MANHOLE

### LEGEND

- ( ) INDICATES RECORDED DIMENSION WHERE DIFFERENT FROM ACTUAL MEASUREMENT
- OR 1/4 SECTION OR 1/4 SECTION CORNER AS DESCRIBED
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- INDICATES EXISTING CONTOUR ELEVATION
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- EXISTING PROPERTY LINE
- EXISTING EASEMENT LINE

ENGINEER:

**raSmith**  
CREATIVITY BEYOND ENGINEERING

RAS PROJECT: 3050195.01  
CONTACT: CHRIS D. HITCH, P.E.

16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com

OWNER/DEVELOPER:

HOME PATH FINANCIAL, LP  
CONTACT: ED WOODLAND  
19435 W. CAPITAL DRIVE, #102  
BROOKFIELD, WI 53045  
PH.: 262-336-3862

COMMUNITY:

VILLAGE OF JACKSON  
CONTACT: BRIAN KOBER  
DIRECTOR OF PUBLIC WORKS  
N168 W20733 MAIN ST.  
JACKSON, WI 53037  
PH.: 262-677-0707 x11

BENCHMARKS:

SET BM. RR SPIKE PP#85-02721  
APPROX. 406' EAST OF CTH P  
ON SHERMAN RD  
ELEV = 861.11  
SET BM. RR SPIKE PP#03-04062  
APPROX. 1,605' NORTH OF  
SHERMAN ON CTH P  
ELEV = 865.99

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SHEET NO.	DESCRIPTION
C000	TITLE SHEET
C100	OVERALL EROSION CONTROL & GRADING PLAN
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C200	SANITARY SEWER & WATER MAIN PLAN & PROFILE
C300-C301	STORM SEWER & PAVING PLAN & PROFILE
C400-C402	DETAILS

PLAN DATE: 07/02/2020

REVISIONS	ISSUE DATE	SHEET NO.'S	ISSUED FOR:
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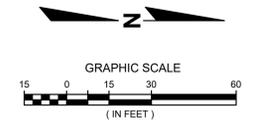
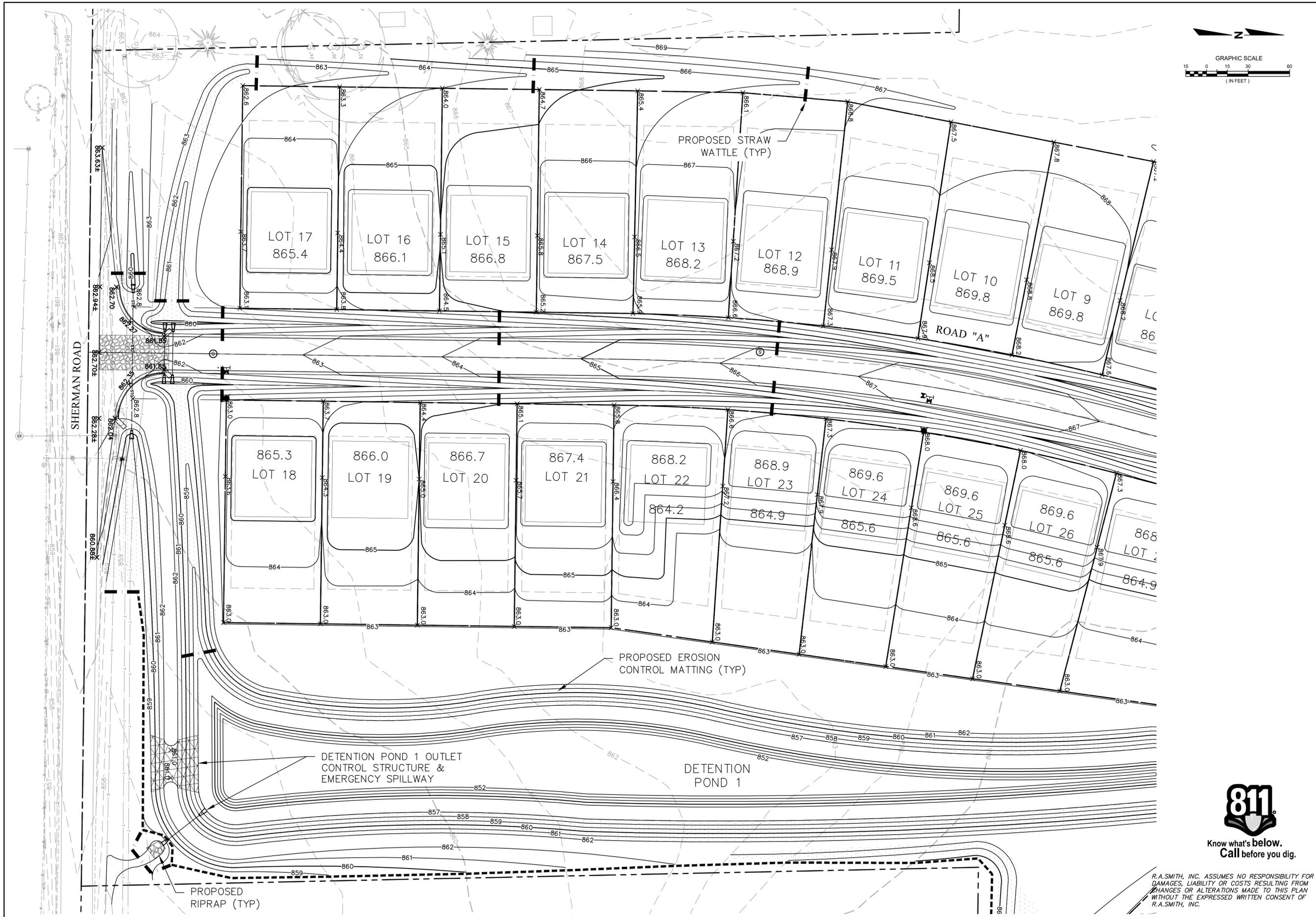
MORNING MEADOWS SUBDIVISION - PHASE 1  
VILLAGE OF JACKSON, WI

TITLE SHEET

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DATE: 07/02/2020  
SCALE: N.T.S.  
JOB NO. 3050195.01  
PROJECT MANAGER:  
CHRIS D. HITCH, P.E.  
DESIGNED BY: DJM  
CHECKED BY: CDH

SHEET NUMBER  
C000





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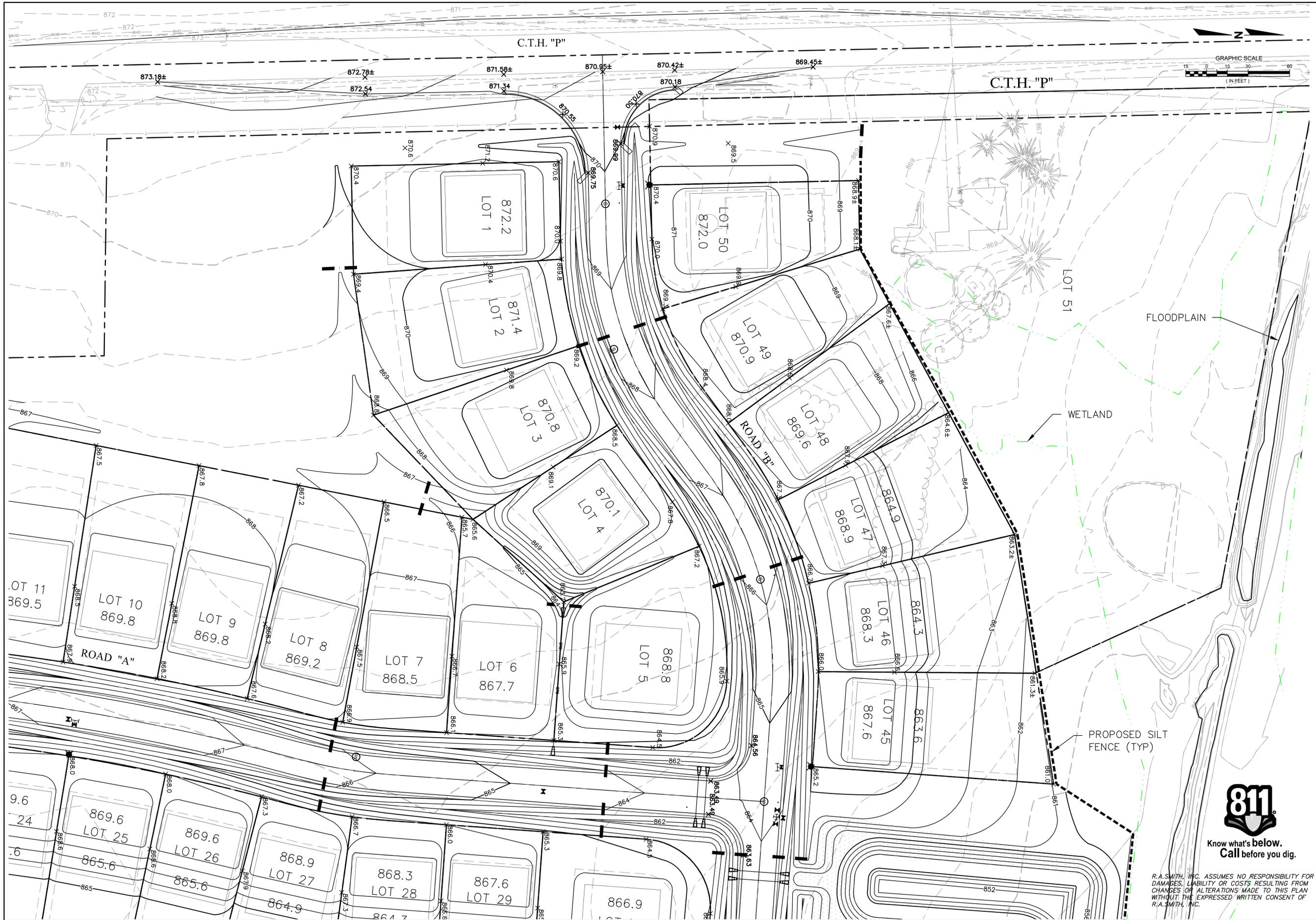
**MORNING MEADOWS SUBDIVISION - PHASE 1**  
**VILLAGE OF JACKSON, WI**  
**DETAILED EROSION CONTROL & GRADING PLAN**

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**MORNING MEADOWS SUBDIVISION - PHASE 1**  
**VILLAGE OF JACKSON, WI**  
**DETAILED EROSION CONTROL & GRADING PLAN**

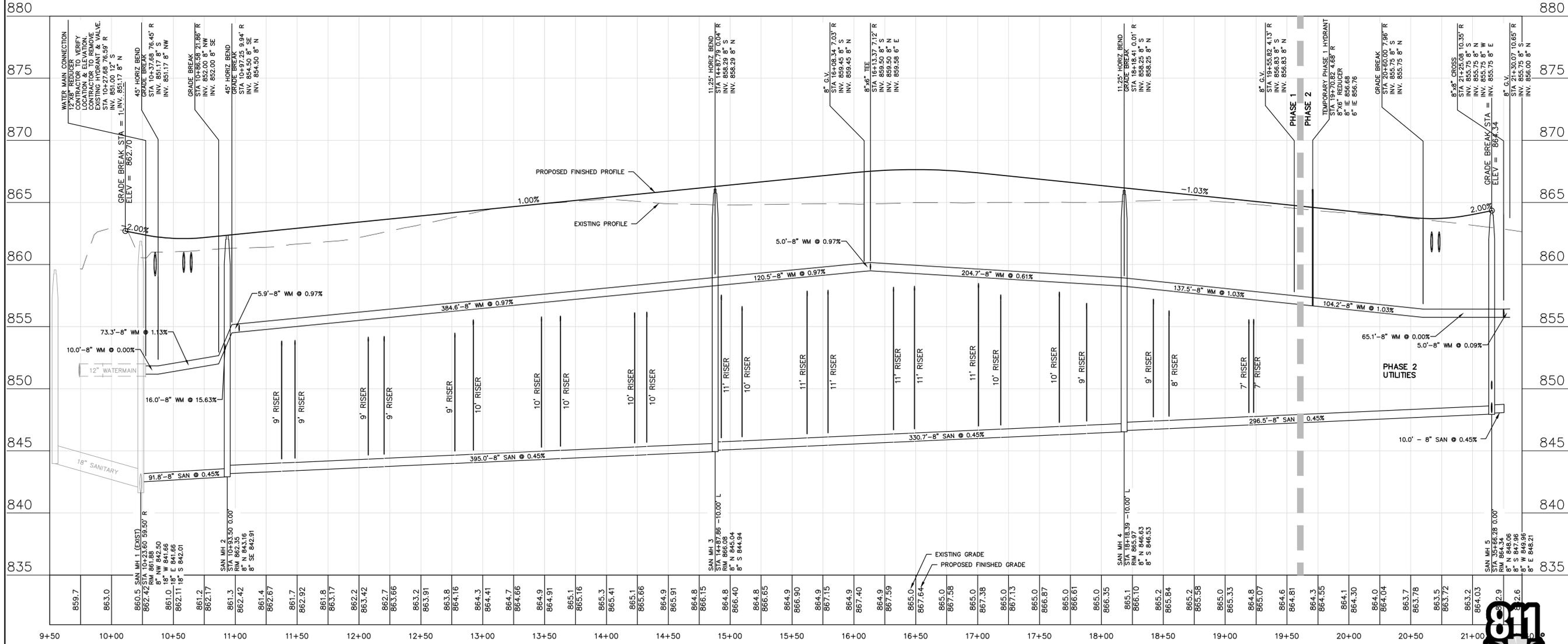
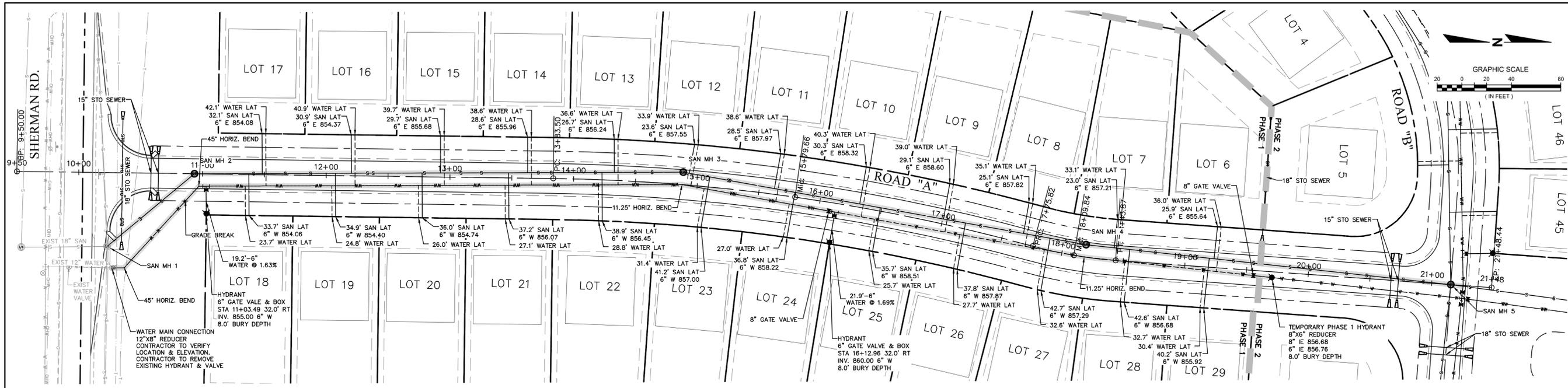
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PROJECT MANAGER: CHRIS D. HITCH, P.E.
DESIGNED BY: DJM
CHECKED BY: CDH
<b>SHEET NUMBER</b>
C102



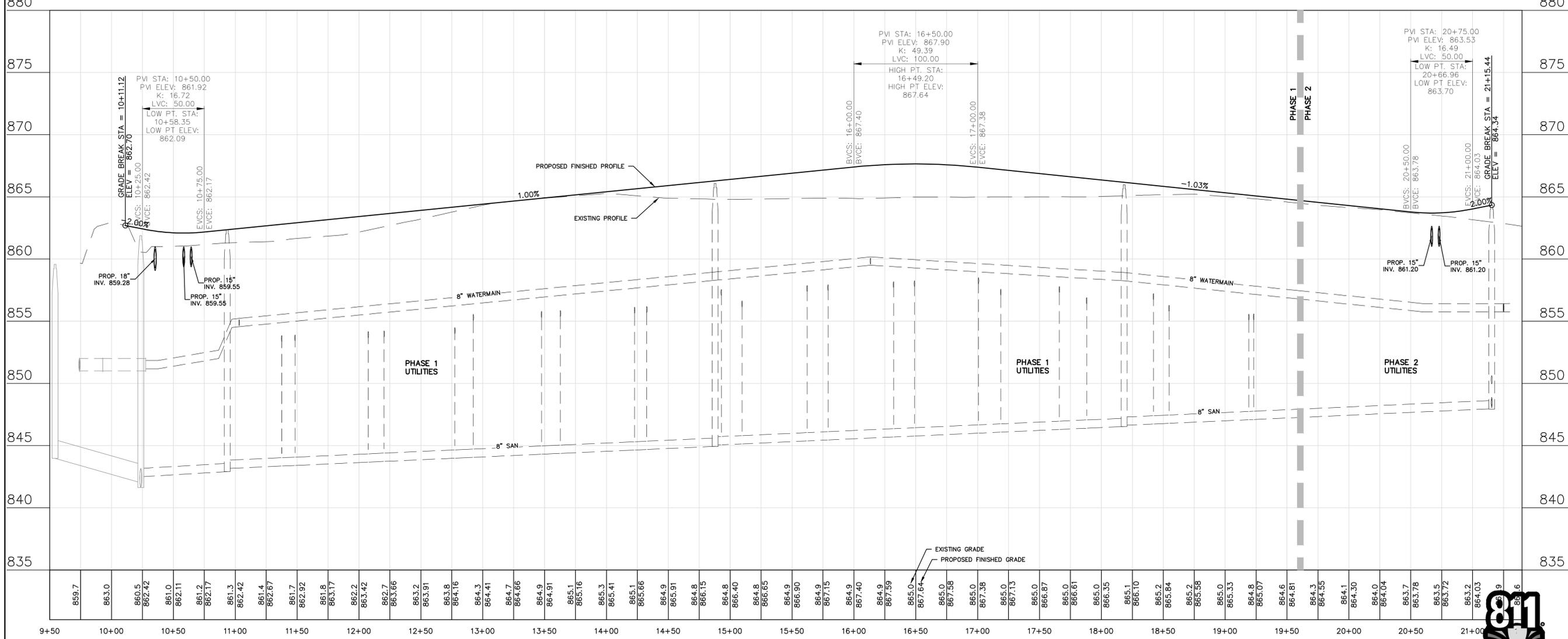
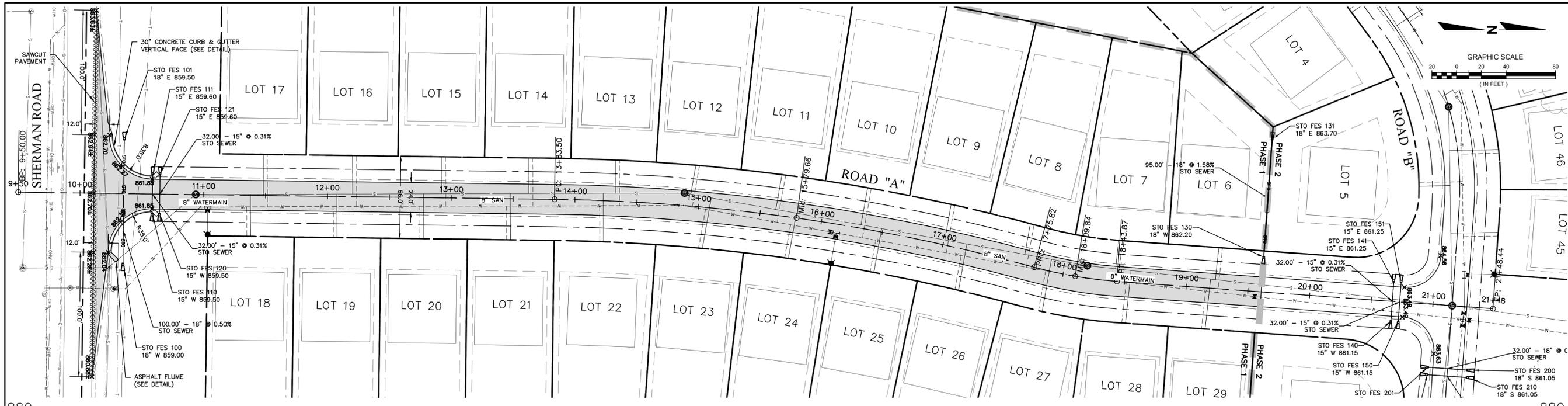
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<p><b>raSmith</b>          CREATIVITY BEYOND ENGINEERING</p>	
<p>Brookfield, WI   Milwaukee, WI   Appleton, WI   Madison, WI   Cedarburg, WI          Mount Pleasant, WI   Naperville, IL   Irvine, CA</p>	
<p><b>MORNING MEADOWS SUBDIVISION - PHASE 1</b>  <b>VILLAGE OF JACKSON, WI</b></p>	
<p><b>SANITARY SEWER &amp; WATER MAIN</b>  <b>PLAN &amp; PROFILE</b></p>	
<p>© COPYRIGHT 2020          R.A. Smith, Inc.          DATE: 07/02/2020          SCALE: 1" = 40'          JOB NO. 3050195.01          PROJECT MANAGER:          CHRIS D. HITCH, P.E.          DESIGNED BY: DJM          CHECKED BY: CDH</p>	
<p><b>SHEET NUMBER</b>  <b>C200</b></p>	



859.7	853.0	860.5	862.42	861.0	862.11	861.2	862.17	861.3	862.42	861.4	862.67	861.7	862.92	861.8	863.17	862.2	863.42	862.7	863.66	863.2	863.91	863.8	864.16	864.3	864.41	864.7	864.66	864.9	864.91	865.1	865.16	865.3	865.41	865.1	865.66	864.9	865.91	864.8	866.15	864.8	866.40	864.8	866.65	866.90	864.9	867.15	864.9	867.40	867.59	865.0	867.64	865.0	867.58	865.0	867.38	865.0	867.13	865.0	866.87	865.0	866.61	865.0	866.35	865.1	866.10	865.2	865.84	865.2	865.58	865.3	865.33	864.8	865.07	864.6	864.81	864.3	864.35	864.30	864.0	864.04	863.7	863.78	863.5	863.72	863.2	864.03	863.9	863.16
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**NOTES:**  
 1. ALL SPOT GRADES AND DIMENSIONS ARE TO THE FLANGE LINE OF CURB & GUTTER OR EDGE OF PAVEMENT.  
 THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.  
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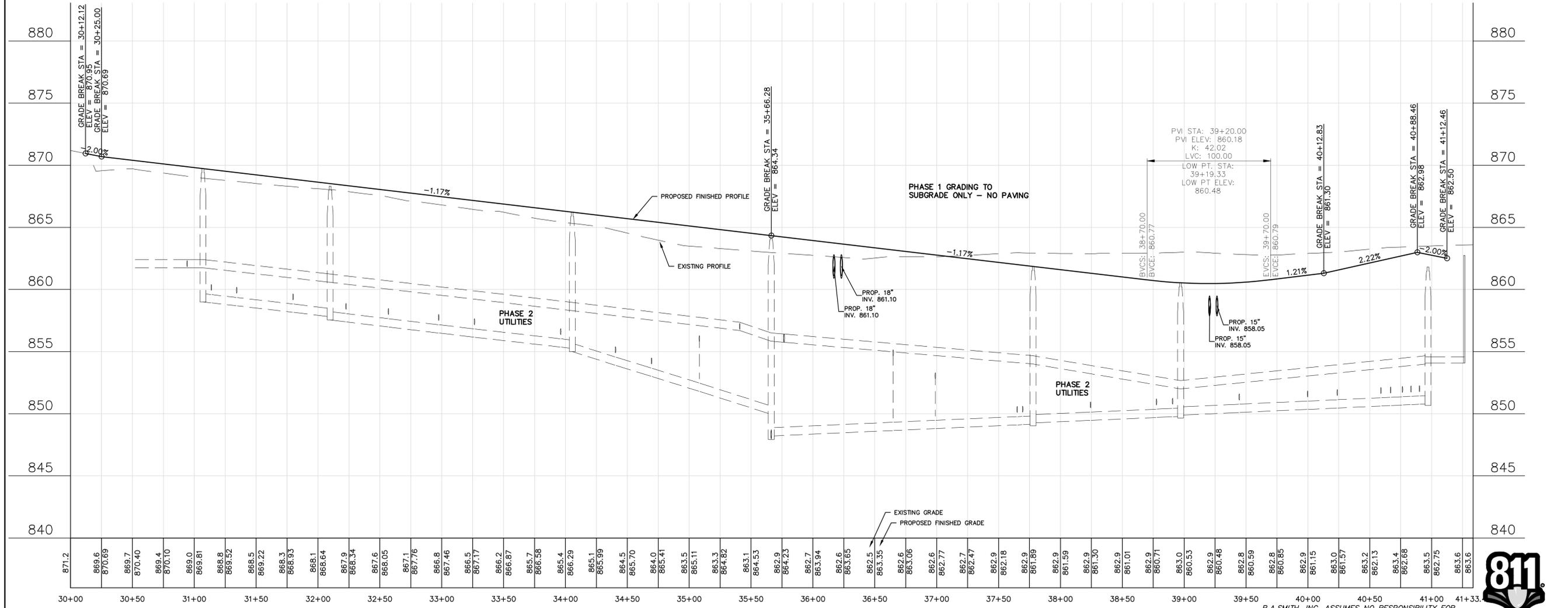
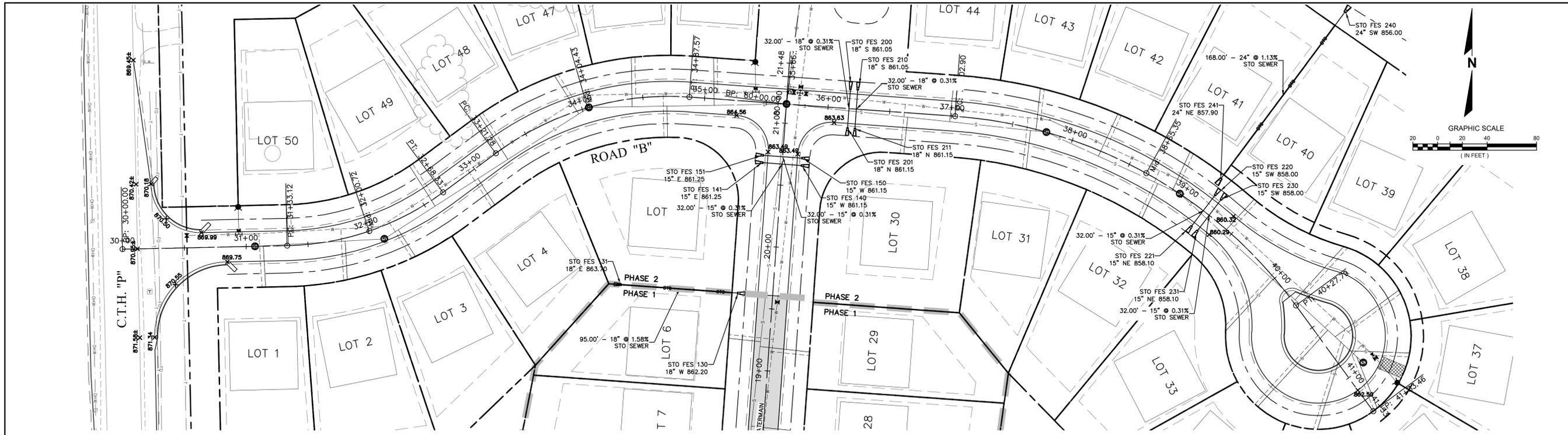
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**MORNING MEADOWS SUBDIVISION - PHASE 1**  
**VILLAGE OF JACKSON, WI**  
**STORM SEWER & PAVING**  
**PLAN & PROFILE**

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 JOB NO. 3050195.01  
 PROJECT MANAGER:  
 CHRIS D. HITCH, P.E.  
 DESIGNED BY: DJM  
 CHECKED BY: CDH

**SHEET NUMBER**  
**C300**



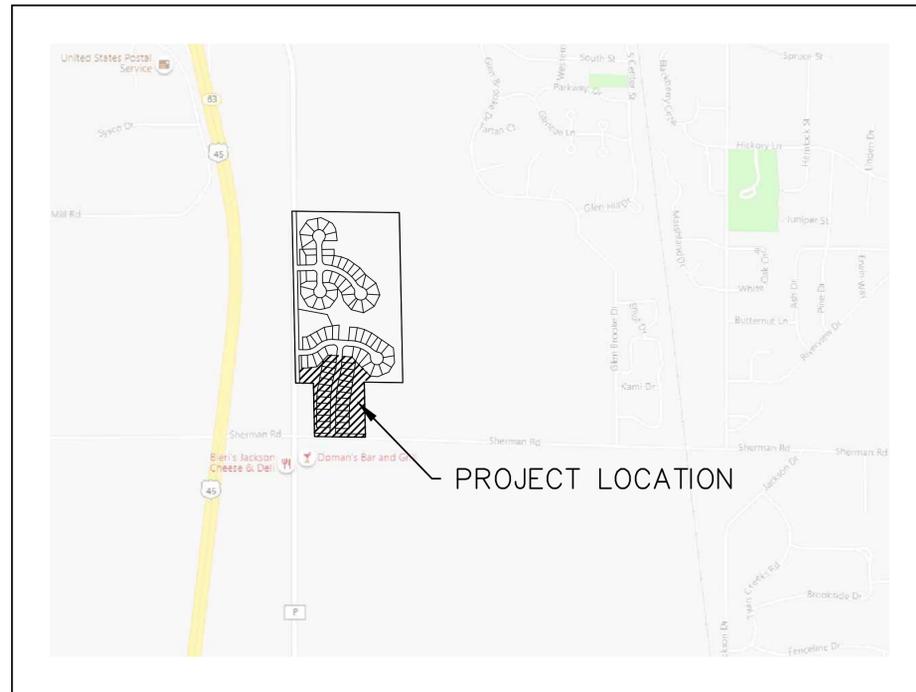






# CONSTRUCTION PLANS FOR MORNING MEADOWS SUBDIVISION - PHASE 1 VILLAGE OF JACKSON, WISCONSIN

## VICINITY MAP



### LEGEND (PROPOSED FEATURES)

- TREE REMOVAL
- EXISTING CONCRETE PAVEMENT TO BE REMOVED
- EXISTING ASPHALT PAVEMENT TO BE REMOVED
- EXISTING GRAVEL TO BE REMOVED
- EXISTING BUILDING/STRUCTURE TO BE REMOVED
- SAWCUT LINE
- PROPOSED PROPERTY LINE
- PROPOSED SITE LIGHTING (DESIGNED BY OTHERS, FOR REFERENCE ONLY)
- MONUMENT SIGNS (CONSTRUCTION DETAILS BY OTHERS)
- SIGN
- HEAVY-DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- HEAVY-DUTY ASPHALT PAVEMENT
- STANDARD-DUTY ASPHALT PAVEMENT
- COLORED AND STAMPED CONCRETE
- 

### LEGEND

- ( ) INDICATES RECORDED DIMENSION WHERE DIFFERENT FROM ACTUAL MEASUREMENT
- OR 1/4 SECTION OR 1/4 SECTION CORNER AS DESCRIBED
- 1" DIA. IRON PIPE FOUND (UNLESS OTHERWISE NOTED)
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- W - WATERMAIN
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- E - MARKED ELECTRIC
- OHW - OVERHEAD WIRES
- B - BUREAU ELEC. SERV.
- T - MARKED TELEPHONE
- TV - MARKED CABLE TV LINE
- FO - MARKED FIBER OPTIC
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- INDICATES EXISTING SPOT ELEVATION
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- EXISTING PROPERTY LINE
- EXISTING EASEMENT LINE

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C400-C402	DETAILS

PLAN DATE: 07/02/2020

REVISIONS	ISSUE DATE	SHEET NO.'S	ISSUED FOR:
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ENGINEER:

**raSmith**  
CREATIVITY BEYOND ENGINEERING

RAS PROJECT: 3050195.01  
CONTACT: CHRIS D. HITCH, P.E.

16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
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HOME PATH FINANCIAL, LP  
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19435 W. CAPITAL DRIVE, #102  
BROOKFIELD, WI 53045  
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COMMUNITY:

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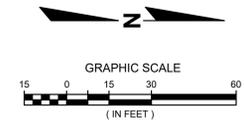
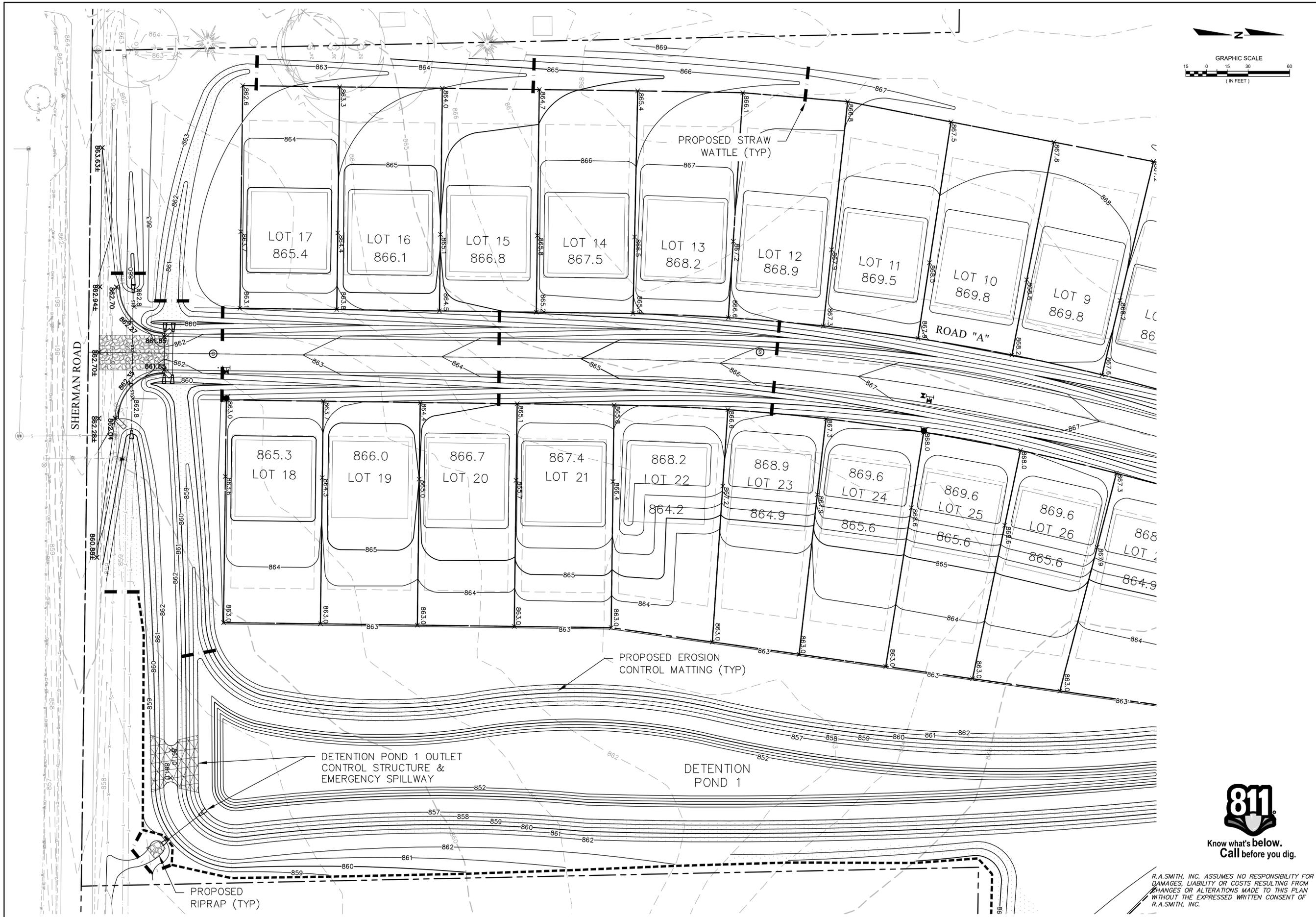
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VILLAGE OF JACKSON, WI

TITLE SHEET

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DATE: 07/02/2020  
SCALE: N.T.S.  
JOB NO. 3050195.01  
PROJECT MANAGER:  
CHRIS D. HITCH, P.E.  
DESIGNED BY: DJM  
CHECKED BY: CDH

SHEET NUMBER  
C000





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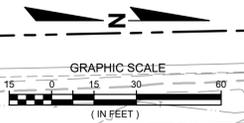
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**VILLAGE OF JACKSON, WI**  
**DETAILED EROSION CONTROL & GRADING PLAN**

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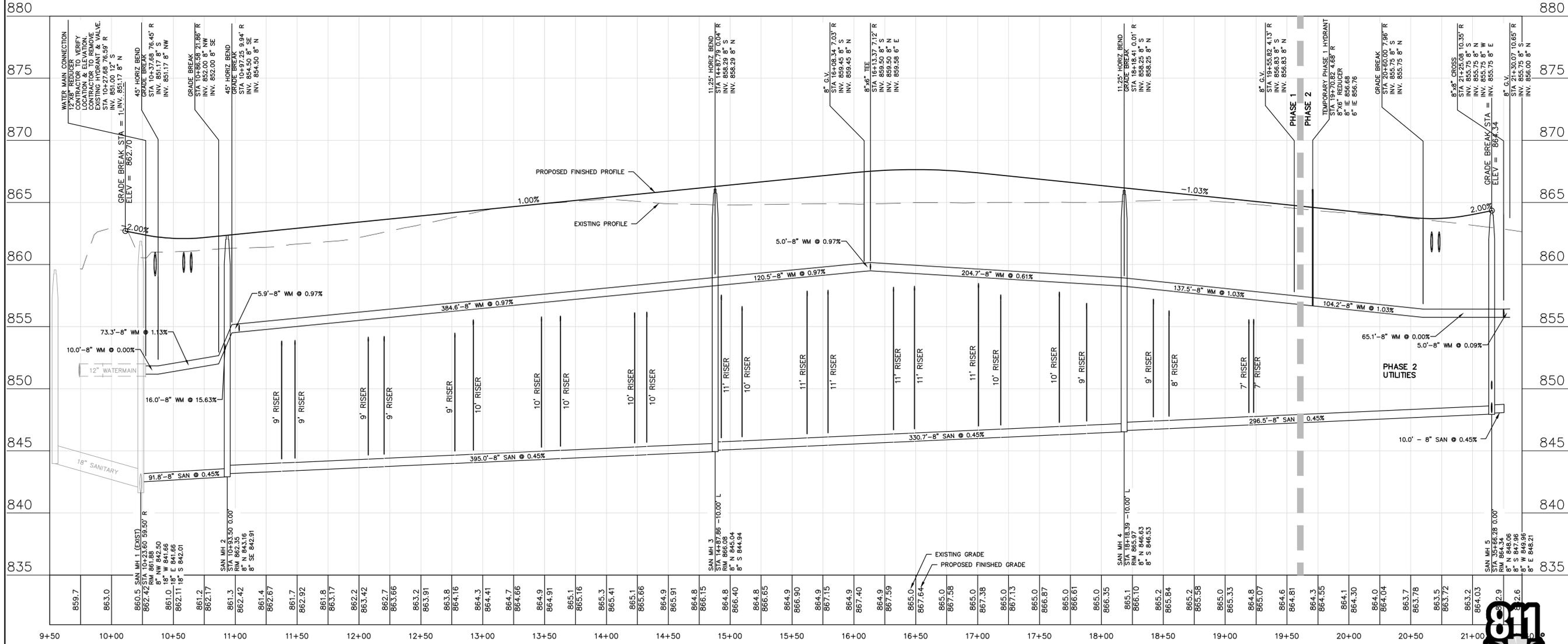
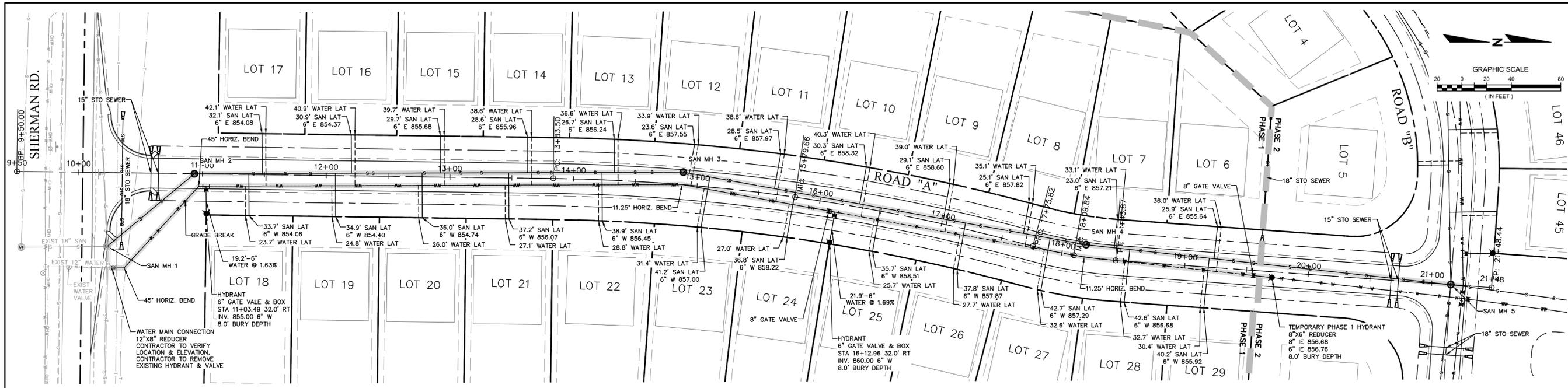
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**MORNING MEADOWS SUBDIVISION - PHASE 1  
 VILLAGE OF JACKSON, WI**

**DETAILED EROSION CONTROL &  
 GRADING PLAN**

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PROJECT MANAGER: CHRIS D. HITCH, P.E.
DESIGNED BY: DJM
CHECKED BY: CDH
<b>SHEET NUMBER</b> C102



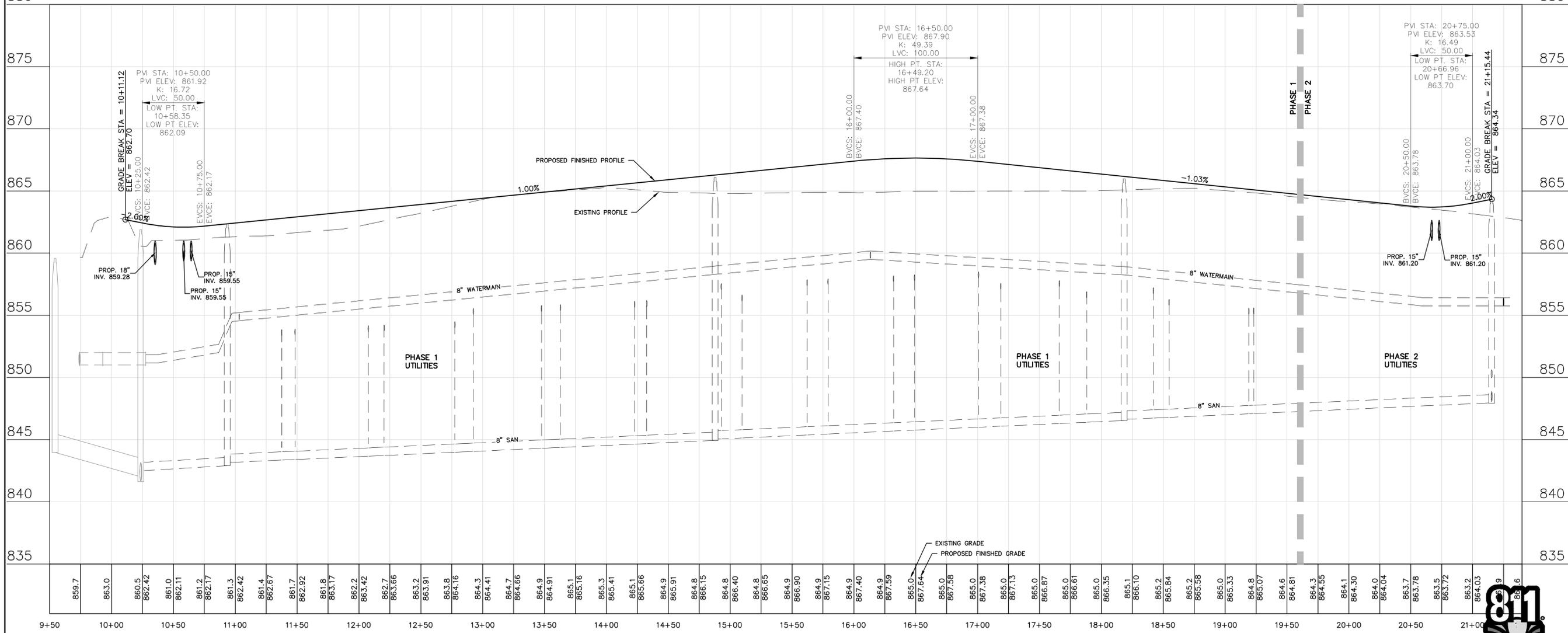
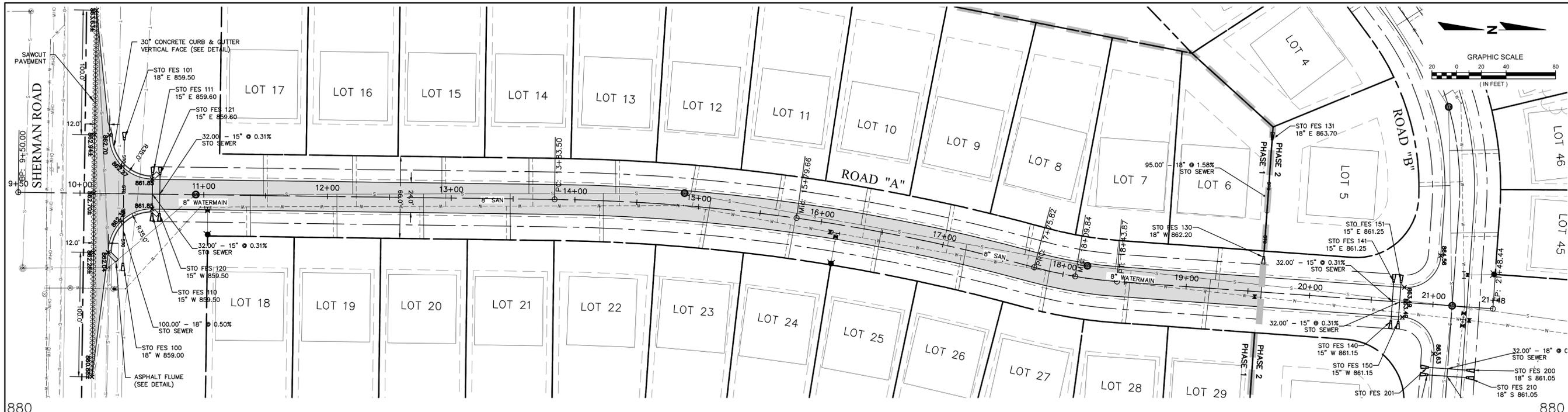


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<p><b>raSmith</b>          CREATIVITY BEYOND ENGINEERING</p>	
<p>Brookfield, WI   Milwaukee, WI   Appleton, WI   Madison, WI   Cedarburg, WI          Mount Pleasant, WI   Napperville, IL   Irvine, CA</p>	
<p><b>MORNING MEADOWS SUBDIVISION - PHASE 1</b>  <b>VILLAGE OF JACKSON, WI</b></p>	
<p><b>SANITARY SEWER &amp; WATER MAIN</b>  <b>PLAN &amp; PROFILE</b></p>	
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<p><b>SHEET NUMBER</b>  <b>C200</b></p>	



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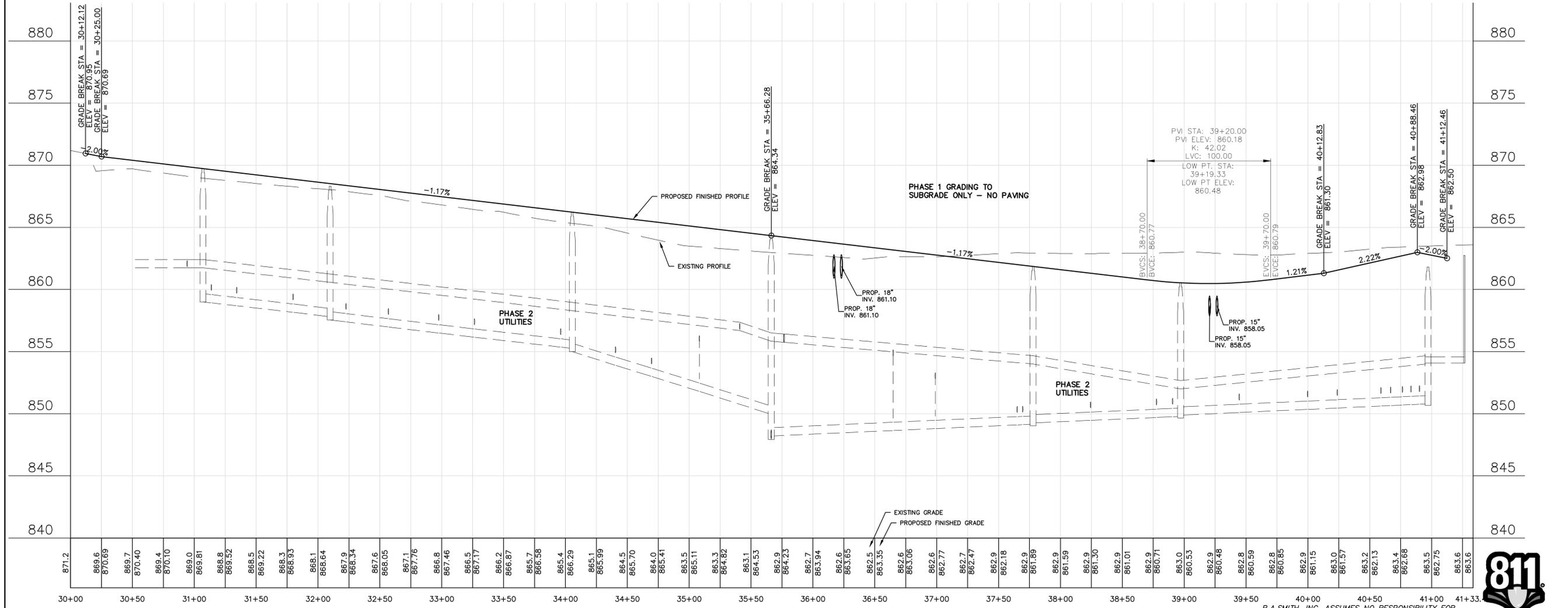
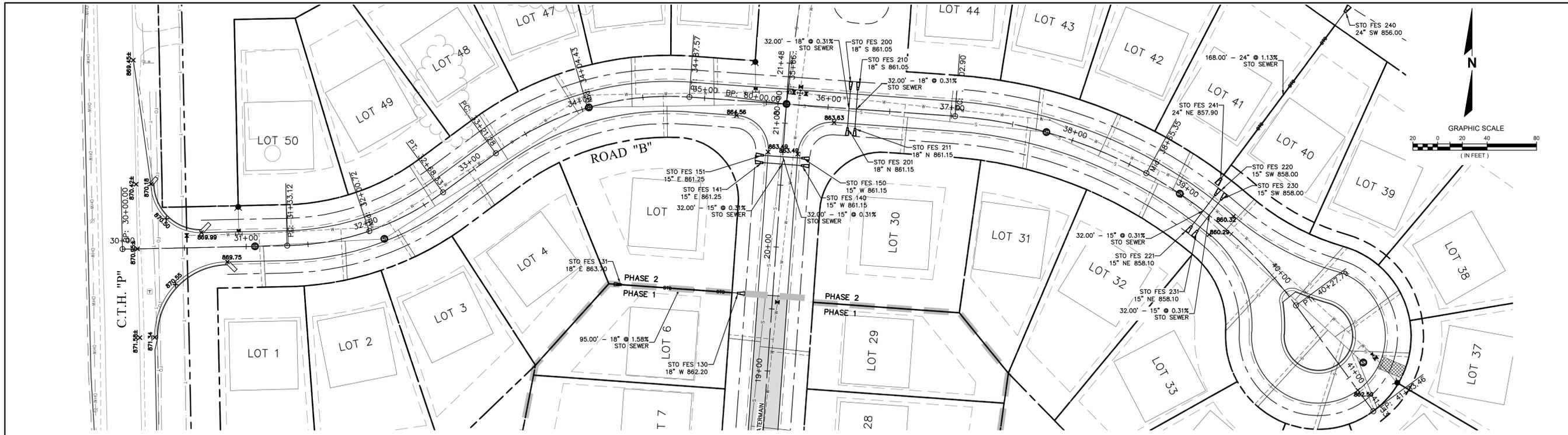


859.7	853.0	860.5	862.42	861.0	862.11	861.2	862.17	861.3	862.42	861.4	862.67	861.7	862.92	861.8	863.17	862.2	863.42	862.7	863.66	863.2	863.91	863.8	864.16	864.3	864.41	864.7	864.66	864.9	864.91	865.1	865.16	865.3	865.41	865.1	865.66	864.9	865.91	864.8	866.15	864.8	866.40	864.8	866.65	866.90	864.9	867.15	864.9	867.40	867.59	865.0	867.64	865.0	867.58	865.0	867.38	865.0	867.13	865.0	866.87	865.0	866.61	865.0	866.35	865.1	866.10	865.2	865.84	865.2	865.58	865.3	865.33	864.8	865.07	864.6	864.81	864.3	864.55	864.30	864.0	864.04	863.7	863.78	863.5	863.72	863.2	864.03	863.9	863.16
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**NOTES:**  
 1. ALL SPOT GRADES AND DIMENSIONS ARE TO THE FLANGE LINE OF CURB & GUTTER OR EDGE OF PAVEMENT.  
 THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.  
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DATE	
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CREATIVITY BEYOND ENGINEERING Brookfield, WI   Milwaukee, WI   Appleton, WI   Madison, WI   Cedarburg, WI Mount Pleasant, WI   Naperville, IL   Irvine, CA	
<b>MORNING MEADOWS SUBDIVISION - PHASE 1</b> <b>VILLAGE OF JACKSON, WI</b> <b>STORM SEWER &amp; PAVING</b> <b>PLAN &amp; PROFILE</b>	
© COPYRIGHT 2020 R.A. Smith, Inc. DATE: 07/02/2020 SCALE: 1" = 40' JOB NO. 3050195.01 PROJECT MANAGER: CHRIS D. HITCH, P.E. DESIGNED BY: DJM CHECKED BY: CDH	
<b>SHEET NUMBER</b> <b>C300</b>	



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**MORNING MEADOWS SUBDIVISION - PHASE 1**  
**VILLAGE OF JACKSON, WI**

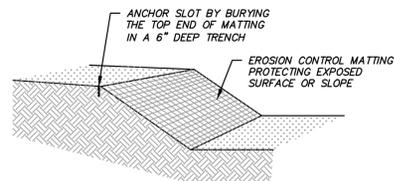
**STORM SEWER PLAN & PROFILE**

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DATE: 07/02/2020  
SCALE: 1" = 40'  
JOB NO. 3050195.01  
PROJECT MANAGER:  
CHRIS D. HITCH, P.E.  
DESIGNED BY: DJM  
CHECKED BY: CDH

**SHEET NUMBER**  
C301

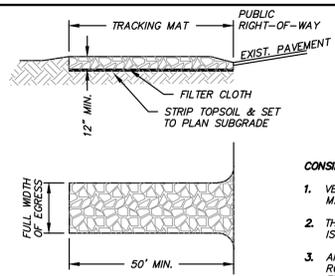
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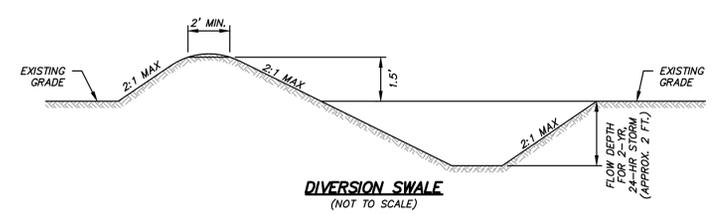
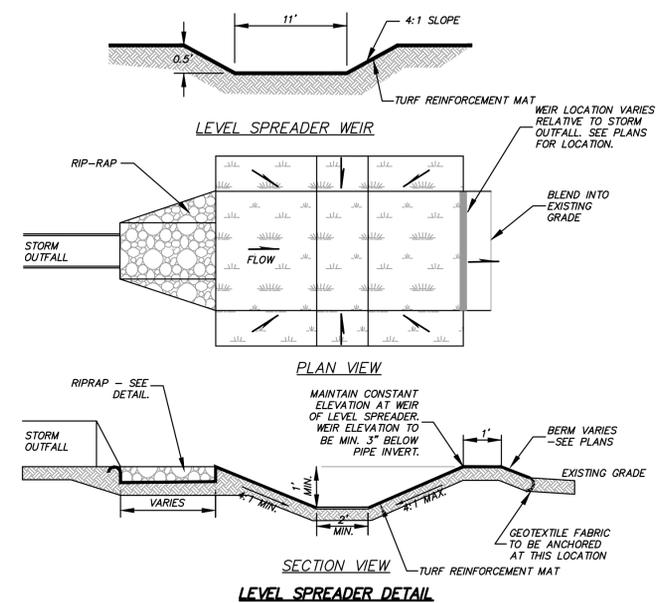
- NOTES:**
1. PRIOR TO THE INSTALLATION OF ANY EROSION CONTROL MATTING, ALL ROCKS, DIRT CLODS, STUMPS, ROOTS, TRASH AND ANY OTHER OBSTRUCTIONS WHICH WOULD PREVENT THE MAT FROM LAYING IN DIRECT CONTACT WITH THE SOIL SHALL BE REMOVED.
  2. EROSION CONTROL MATTING SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 628 OF THE WISCONSIN DOT STANDARD SPECIFICATIONS, DNR TECHNICAL STANDARD 1053 (CHANNEL APPLICATIONS), AND LATEST MANUFACTURER SPECIFICATIONS, ESPECIALLY NOTING REQUIRED STAPLE PATTERNS AND ANCHOR TRENCH REQUIREMENTS.
  3. INSTALLATION PROCEDURES MUST INSURE THAT THE MAT WILL REMAIN IN CONTACT WITH THE SOIL.
  4. THE MATTING SHALL BE ANCHORED PER MANUFACTURER REQUIREMENTS.
  5. THE MATTING SHALL BE ANCHORED TO THE GROUND PER MANUFACTURER REQUIREMENTS.
  6. TEMPORARY EROSION CONTROL MATTING SHALL BE WSDOT PAL CLASS I, TYPE B AND PERMANENT EROSION CONTROL MATTING SHALL BE WSDOT PAL CLASS III, TYPE A.
  7. MATTED AREAS MUST BE INSPECTED ON A WEEKLY BASIS, AND AFTER EACH SIGNIFICANT RAINFALL, BARE SPOTS, MISSING OR LOOSESED MATTING MUST BE IMMEDIATELY REPLACED AND/OR RE-ANCHORED.
  8. FOR CHANNEL APPLICATIONS, EXTEND MAT UPSLOPE ONE-FOOT MINIMUM VERTICALLY FROM DITCH BOTTOM OR SIX-INCHES HIGHER THAN DESIGN FLOW, WHICHEVER IS GREATER.

**EROSION CONTROL MATTING DETAIL**  
NOTE: INSTALL ON ALL SLOPES OF 4:1 OR GREATER



- CONSIDERATIONS:**
1. VEHICLES TRAVELING ACROSS THE TRACKING PAD SHOULD MAINTAIN A SLOW CONSTANT SPEED.
  2. THE BEST APPROACH TO PREVENTING OFF-SITE TRACKING IS TO RESTRICT VEHICLES TO STABILIZED AREAS.
  3. ANY SEDIMENT TRACKED ONTO A PUBLIC OR PRIVATE ROAD SHOULD BE REMOVED BY STREET CLEANING, NOT FLUSHING, BEFORE THE END OF EACH WORKING DAY.
- NOTES:**
- A. TRACKING PAD:**
1. TRACKING PAD TO CONFORM TO WDNR CONSERVATION PRACTICE STANDARD 1057.
  2. THE TRACKING PAD SHALL BE INSTALLED PRIOR TO ANY TRAFFIC LEAVING THE SITE.
  3. THE AGGREGATE FOR TRACKING PADS SHALL BE 3"- 6" CLEAR OR WASHED STONE. ALL MATERIAL SHALL BE RETAINED ON A 3-INCH SIEVE.
  4. THE AGGREGATE SHALL BE PLACED IN A LAYER AT LEAST 12 INCHES THICK. ON SITES WITH A HIGH WATER TABLE, OR WHERE SATURATED CONDITIONS ARE EXPECTED DURING THE LIFE OF THE PRACTICE, STONE TRACKING PADS SHALL BE UNDERLAIN WITH A WSDOT TYPE R GEOTEXTILE FABRIC TO PREVENT MIGRATION OF UNDERLYING SOIL INTO THE STONE.
  5. THE TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT. THE TRACKING PAD SHALL BE A MINIMUM OF 50 FEET LONG.
  6. SURFACE WATER MUST BE PREVENTED FROM PASSING THROUGH THE TRACKING PAD. FLOWS SHALL BE DIVERTED AWAY FROM TRACKING PADS OR CONVEYED UNDER AND AROUND THEM BY USING A VARIETY OF PRACTICES, SUCH AS CULVERTS, WATER BARS, OR OTHER SIMILAR PRACTICES.
- B. MAINTENANCE**
1. ROCKS LODGED BETWEEN THE TIRES OF DUAL WHEEL VEHICLES SHALL BE REMOVED PRIOR TO LEAVING THE CONSTRUCTION SITE.
  2. TRACKING PADS AND TIRE WASHING STATIONS SHALL, AT A MINIMUM, BE INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
  3. THE TRACKING PAD PERFORMANCE SHALL BE MAINTAINED BY SCRAPING OR TOP-DRESSING WITH ADDITIONAL AGGREGATE.
  4. A MINIMUM 12-INCH THICK PAD SHALL BE MAINTAINED.

**STONE TRACKING PAD DETAIL**  
(NOT TO SCALE)

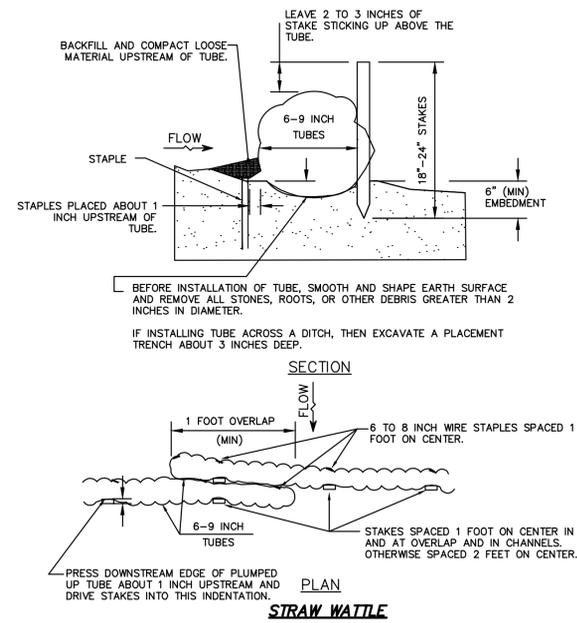
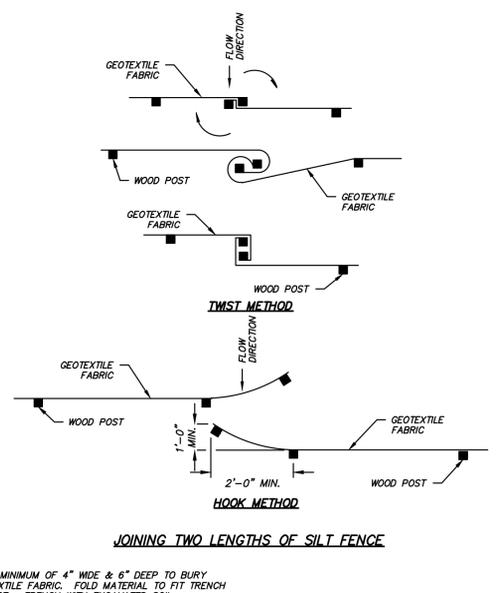
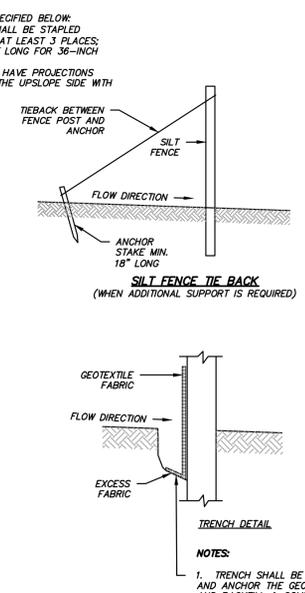
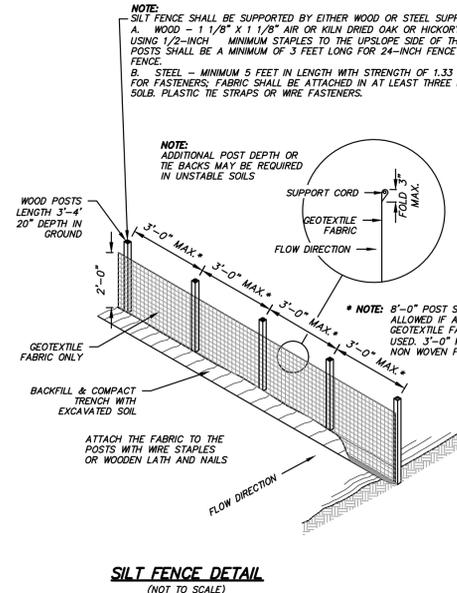


- NOTES:**
1. DIVERSION TO CONFORM TO WDNR CONSERVATION PRACTICE STANDARD 1066.
  2. DIVERSION TO BE STABILIZED WITH VEGETATION OR EROSION MAT PRIOR TO USE.
  3. DIVERSIONS SHALL, AT A MINIMUM, BE INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
  4. MAINTENANCE SHALL BE COMPLETED AS SOON AS POSSIBLE WITH CONSIDERATION TO SITE CONDITIONS.
  5. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES ONE-HALF THE HEIGHT OF THE DIVERSION BERM. PROPERLY DISPOSE OF ANY SEDIMENT REMOVED FROM THE DIVERSION.
  6. DIVERSIONS SHALL BE REMOVED AND THE AREA STABILIZED ACCORDING TO CONSTRUCTION PLANS.

- NOTES:**
1. SILT FENCE INSTALLATION AND MATERIALS SHALL CONFORM TO WDNR CONSERVATION STANDARD 1056
  2. SILT FENCE SHALL BE PLACED ON THE CONTOUR AND NOT PERPENDICULAR TO THE CONTOUR. THE ENDS SHALL BE EXTENDED UPSLOPE TO PREVENT WATER FROM FLOWING AROUND THE ENDS OF THE FENCE.
  3. WHEN SILT FENCE IS INSTALLED ON A SLOPE, THE PARALLEL SPACING SHALL NOT EXCEED THE REQUIREMENTS IN THE TABLE BELOW:

SLOPE	FENCE SPACING
< 2%	100 FEET
2 TO 5%	75 FEET
5 TO 10%	50 FEET
10 TO 33%	25 FEET
> 33%	20 FEET

4. INSTALLED SILT FENCES SHALL BE MINIMUM 14 INCHES HIGH AND A MAXIMUM OF 28 INCHES IN HEIGHT MEASURED FROM THE INSTALLED GROUND ELEVATION.
5. A MINIMUM OF 20 INCHES OF THE POST SHALL EXTEND INTO THE GROUND AFTER INSTALLATION.
6. SILT FENCE SHALL BE ANCHORED BY SPREADING AT LEAST 8 INCHES OF THE FABRIC IN A 4-INCH TRENCH WIDE BY 6-INCH DEEP TRENCH, OR 6-INCH V-TRENCH ON THE UPSLOPE SIDE OF THE FENCE. TRENCH SHALL BE BACKFILLED AND COMPACTED. TRENCHES SHALL NOT BE EXCAVATED WIDER THAN NECESSARY FOR PROPER INSTALLATION.
7. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY, USE ONE OF THE FOLLOWING TWO METHODS:
  - A) TWIST METHOD—OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 90 DEGREES.
  - B) HOOK METHOD—HOOK THE END OF EACH SILT FENCE LENGTH.
8. SILT FENCE SHALL AT A MINIMUM BE INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EACH PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
9. DAMAGED OR DECOMPOSED FENCES, UNDERCUTTING, OR FLOW CHANNELS AROUND THE END OF BARRIERS SHALL BE REPAIRED OR CORRECTED.
10. SEDIMENT BE PROPERLY DISPOSED OF ONCE THE DEPOSITS REACH ONE HALF THE HEIGHT OF THE FENCE.
11. SILT FENCES SHALL BE REMOVED ONCE THE DISTURBED AREA IS PERMANENTLY STABILIZED AND IS NO LONGER SUSCEPTIBLE TO EROSION.

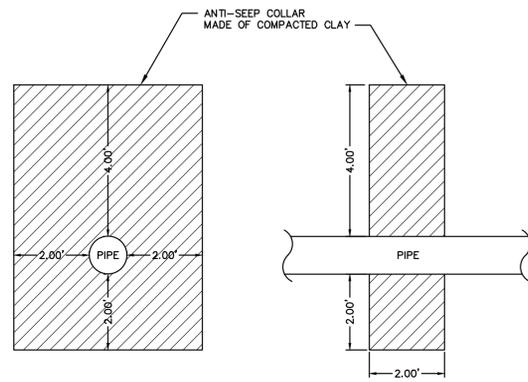


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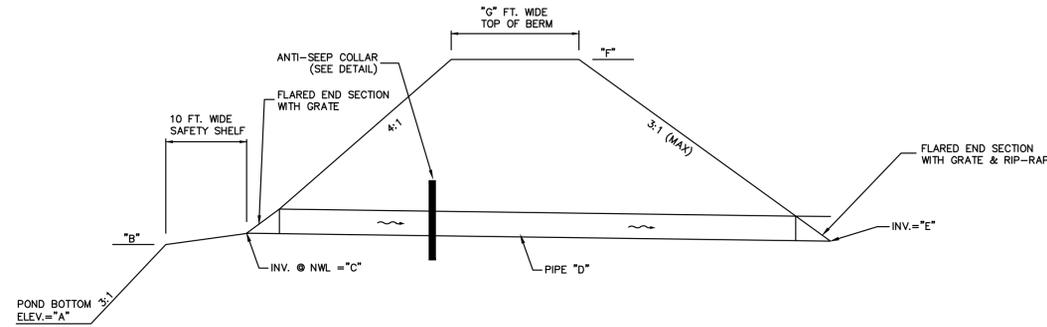
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CREATIVITY BEYOND ENGINEERING	
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<b>MORNING MEADOWS SUBDIVISION - PHASE 1</b> <b>VILLAGE OF JACKSON, WI</b>	
<b>EROSION CONTROL DETAILS</b>	
© COPYRIGHT 2020 R.A. Smith, Inc. DATE: 07/02/2020 SCALE: ##### JOB NO. 3050195.01 PROJECT MANAGER: CHRIS D. HITCH, P.E. DESIGNED BY: DJM CHECKED BY: CDH	
<b>SHEET NUMBER</b> <b>C400</b>	



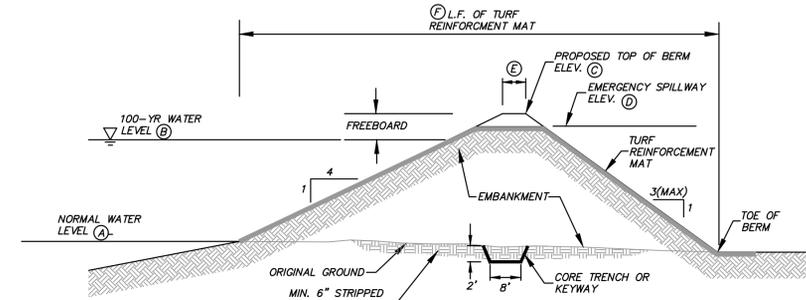


**SECTION VIEW**  
**ANTI-SEEP COLLAR DETAIL**



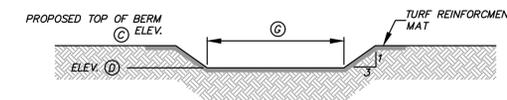
	A	B	C	D	E	F	G
DETENTION POND 1	852.00	856.00	857.00	30.0' - 12" @ 1.00%	857.00	856.70	10'
DETENTION POND 2	851.00	855.00	856.00	2 @ 23.0' - 24" @ 1.00%	856.00	855.77	10'

**WET DETENTION POND CROSS SECTION**  
**N.T.S.**

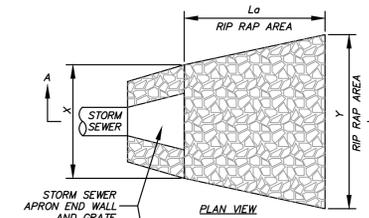


PROPOSED EMERGENCY SPILLWAY DIMENSIONS

	A	B	C	D	E	F	G
DETENTION POND 1	887.00	859.36	862.00	861.00	10'	34'	20'
DETENTION POND 2	856.00	858.64	860.00	859.00	10'	34'	20'

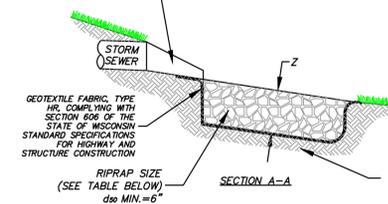


**PROPOSED EMERGENCY SPILLWAY**  
**N.T.S.**



DIMENSIONS

OUTLET	La	X	Y	GRADE	Z
POND 1	10'	3'	13'	MED.	1.5'
POND 2	10'	3'	13'	LRG.	2.0'



RIPRAP SHALL COMPLY WITH THE SECTION 606 OF THE STATE OF WISCONSIN STANDARD FOR HIGHWAY AND STRUCTURE CONSTRUCTION.

PLAN VIEW CONTOURS AND GRADES REPRESENT PROPOSED TOP OF FIELD STONE ELEVATIONS.

ALL STORM SEWER APRON END WALLS SHALL HAVE A GRATE TO SECURE THE OPEN END OF THE PIPE.

NOTE: IF RIPRAP PLACED OVER POND CLAY LINER, CONSTRUCT FULL DEPTH LINER BELOW RIPRAP

**RIPRAP**  
**N.T.S.**

DESCRIPTION  
DATE

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(262) 781-1000  
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**MORNING MEADOWS SUBDIVISION - PHASE 1**  
**VILLAGE OF JACKSON, WI**

**DETENTION POND DETAILS**



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DATE: 07/02/2020  
SCALE: #####  
JOB NO. 3050195.01  
PROJECT MANAGER:  
CHRIS D. HITCH, P.E.  
DESIGNED BY: DJM  
CHECKED BY: CDH

**SHEET NUMBER**  
**C402**



CREATIVITY BEYOND ENGINEERING

# **Stormwater Management Plan for MORNING MEADOWS SUBDIVISION Village of Jackson, Wisconsin**

**Project No. 3050195.02**

**July 1, 2020**

**Notice:** In accordance with s. NR. 108.04(2)(a), Wis. Adm. Code, this form is authorized to accompany final plans and specifications for any reviewable sanitary sewer project that is submitted to the Department of Natural Resources (Department) pursuant to s. 281.41, Wis. Stats and s. NR 108.03, Wis. Adm. Code. Completion of this form is required by the Department for any sanitary sewer plan submittal to evaluate conformance with requirements in chs. NR 108 and 110, Wis. Adm. Code.

**All necessary information must be provided on this form. Failure to complete this form correctly may result in rejection of this form by the Department.** Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records law (ss. 19.31 - 19.39, Wis. Stats.).

**Please type or clearly print your answers to all questions.**

### 1. General Information

A. Municipality Name  City  Town  Village  Sanitary District  Utility District

Jackson

B. Project Name (as indicated on the plans):

MORNING MEADOWS SUBDIVISION - PHASE 1

C. Wastewater Treatment Facility Name:

Village of Jackson

D. Sewer System Owner Name (after installation):

Village of Jackson

E. Responsible Project Inspector (List name and/or title, if known):

TBD

### 2. Submittal Requirements:

- A. Is a CD containing PDF files of the final plans and/or specifications included with this plan submittal?  Yes  No
- B. Are the submitted paper and electronic plans and/or specifications signed and sealed by a registered Wisconsin professional engineer?  Yes  No
- C. Is the submitted paper set of plans in half size format (11" x 17")?  Yes  No
- D. Are the construction plans and/or specifications submitted in conformance with ch. NR 108 and ss. NR 110.06, 110.07, and 110.10(3), Wis. Adm. Code?  Yes  No
- E. Is an abbreviated engineering report included with this submittal (Only required for sewer projects that are financed by the Clean Water Fund) ?  Yes  No  N/A

### 3. Sewer Service Area

- A. Is a map of the sewer service area that shows the location of the proposed sewer attached to this plan submittal?  Yes  No
- B. Does the project only involve replacement/rehabilitation construction of existing sanitary sewer?  Yes  No
- i. If no, please provide the area and population to be served by the proposed sewer extension(s):
- |                              |                               |
|------------------------------|-------------------------------|
| Ultimate: <u>64.55</u> Acres | Immediate: <u>14.01</u> Acres |
| Density/acre: <u>3.45</u>    | Population: <u>223</u>        |

### 4. Erosion Control

- A. Does the municipality have an erosion control ordinance?  Yes  No
- i. If yes, will compliance with the ordinance be required for this project?  Yes  No
- B. Do the plan sheets show the erosion control provisions?  Yes  No
- C. Do the specifications require that the erosion control measures be in place before construction begins and maintained during construction?  Yes  No
- D. Is the sewer extension part of a construction site that will disturb one or more acres of land?  Yes  No
- i. If yes, has a Notice of Intent (Form 3500-053 and 3500-053c) for the construction site for coverage under a general construction site storm water discharge permit been submitted to the Dept. in accordance with Chapter NR 216, Wis. Adm. Code?  Yes  No
- Construction Site ID#, if known: \_\_\_\_\_

**5. Water Diversion**

- A. Will this sewer project result in a diversion of water from a water supply system that uses surface water from the Great Lakes to the Mississippi River Basin?  Yes  No

**6. Overflows or Bypasses**

- A. Are there overflows or bypasses in the sewerage system that function during periods of normal dry weather?  Yes  No

i. If yes, please identify and describe them:

- B. Are there overflows or bypasses in the sewerage system that function during periods of wet weather?  Yes  No

i. If yes, please identify and describe them:

**7. Wetlands**

Applicants for sanitary sewer projects must review the DNR surface water data viewer website (<http://dnrmaps.wi.gov/SL/Viewer.html?Viewer=SWDV&runWorkflow=Wetland>) and conduct an on-site field inspection to determine whether the proposed sanitary sewer construction will impact any wetland areas prior to completing and submitting this form.

(Note: "Impact" means any construction-related disturbance resulting in any temporary or permanent change in the characteristics of the wetland including direct excavation within the wetland area, temporary or permanent soil placement / removal within the wetland area, drainage modifications within or adjacent to the wetland area that may cause hydrological changes to the wetland, etc.)

- A. Have you reviewed the DNR surface water data viewer ([SWDV](#)) web site (see link above) and conducted an on-site field inspection to verify whether the proposed sanitary sewer construction will impact any wetland areas (attach map from the SWDV)?  Yes  No
- B. Based on the review in part A, will the proposed sanitary sewer construction impact any wetland areas?  Yes  No
- i. If yes, please visit the DNR Waterways and Wetland Permit website (<http://dnr.wi.gov/topic/Waterways/>) to determine what wetland permits may be needed for your project and if a wetland permit is required, is a copy of the approved permit(s) attached with this plan submittal?  Yes  No  N/A
- (Note: The DNR wastewater program cannot issue a sanitary sewer plan approval until the DNR and/or USACE wetland permit(s) have been issued.)
- C. Do the plans show the location / boundaries of any impacted wetlands and other nearby wetlands?  Yes  No  N/A

**8. Floodplain and Waterways**

- A. Will the proposed sanitary sewer(s) be constructed near, in, on, over or below a stream, river, lake, pond, flowage or reservoir?  Yes  No
- i. If yes, please visit the DNR Waterways and Wetland Permit website (<http://dnr.wi.gov/topic/Waterways/>) to determine what Chapter 30 permits may be needed for your project and if a Chapter 30 permit is required, is a copy of the approved permit(s) attached with this plan submittal?  Yes  No  N/A
- (Note: The DNR wastewater program cannot issue a sanitary sewer plan approval until the DNR Chapter 30 permit(s) has been issued.)
- B. Does the proposed sewer(s) pass through any floodplains?  Yes  No
- i. If yes, are the regional (100-year) flood elevation and floodplain contours indicated on the plans?  Yes  No  N/A
- ii. Will solid watertight manhole covers be installed to prevent flooding?  Yes  No  N/A

**9. Groundwater**

- A. Will any proposed sewers be installed below the high groundwater level?  Yes  No
- i. If yes, are the proposed sewers that are below the high groundwater level indicated on the plans?  Yes  No  N/A
- ii. Where groundwater conditions are unfavorable, will manholes be waterproofed on the exterior with plastic coatings supplemented by a bituminous waterproof coating or other approved coatings?  Yes  No  N/A

**10. Pumping and Dewatering**

- A. Is dewatering or pumping expected from construction trenches or pits for this project?  Yes  No
- B. If dewatering/pumping is expected, will the water be discharged to a sanitary sewer system?  Yes  No  N/A
- i. If no, will the dewatering water be discharged to the waters of the state?  Yes  No  N/A
- (Note: "Waters of the state" means those portions of Lake Michigan and Lake Superior within the boundaries of Wisconsin, all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, water courses, drainage systems and other surface or groundwater, natural or artificial, public or private within the state or under its jurisdiction, except those waters which are entirely confined and retained completely upon the property of a person.)
- ii. If dewatering water is expected to be discharged to the waters of the state, has coverage been granted by the Department under the WPDES Construction Site Storm Water Runoff General Permit and/or the WPDES Pit/Trench Dewatering General Permit for the discharge?  Yes  No  N/A
- C. If dewatering is expected and the capacity to withdraw is greater than 70 gallons per minute, is the proposed dewatering system registered with the Department's Water Use Section: (<http://dnr.wi.gov/topic/wateruse/>) and has the contractor filled out a high capacity well application: (<http://dnr.wi.gov/topic/wells/highcapacity.html>)?  Yes  No  N/A
- If yes, is the Department's Private Water Supply Section's address for well permits listed as:  
 Wisconsin Department of Natural Resources  
 Private Water Supply Section  
 Box 7921  
 Madison, WI 53707  Yes  No  N/A
- D. If dewatering is expected, has the Bureau of Remediation and Redevelopment Tracking System (BRRTS on the Web) online database (<http://dnr.wi.gov/topic/brownfields/botw.html>) been reviewed and local government been contacted to determine if there are any adjacent operating or abandoned sanitary landfills, leaking underground storage tanks or hazardous substance spills?  Yes  No  N/A
- E. Based on the above contacts, is it expected that dewatering will occur near an operating or abandoned landfill, leaking underground storage tank or a hazardous substance spill?  Yes  No  N/A
- i. If yes, is it anticipated that the dewatering/pumping operations will intercept contaminated groundwater?  Yes  No  N/A
- ii. If it is anticipated that contaminated groundwater will be discharged to waters of the state, has coverage been granted under the Contaminated Groundwater from Remedial Action Operation WPDES General Permit?  Yes  No  N/A

**11. List below all sewers to be constructed as part of this project:**

Diameter (in.)	Length (feet)	Street Name or Easement Description	Material
8	1124	ROAD "A"	PVC SDR-35

**12. Sewer Depth**

- A. Will the all sewers be designed deep enough to prevent freezing?  Yes  No
- B. If the minimum depth of cover will not prevent freezing, will the pipe be insulated?  Yes  No  N/A
- i. If yes, are all the proposed insulated pipe(s) along with a standard detail drawing indicated on the plans?  Yes  No  N/A
- C. Will all sewers be installed deep enough to provide gravity basement drainage for sanitary wastes?  Yes  No  N/A
- i. If no, has the owner(s) of the existing buildings been advised, in writing, prior to construction of the sewers?  Yes  No  N/A

**13. Sewer Slope and Sizing**

- A. Do all proposed sewers meet the minimum slope requirements of s. NR 110.13(2)(c), Wis. Adm. Code?  Yes  No  N/A

## Sanitary Sewer Submittal

Form 3400-059 (R 05/17) Page 4 of 5

- i. If no, has a variance been requested on Form 3400-205?  Yes  No  N/A
- ii. Has the sewer system owner demonstrated that physical circumstances warrant the lesser slopes?  Yes  No  N/A
- iii. Has written assurance been submitted from the sewer system owner that the sewer system owner will provide the additional maintenance which may result from sedimentation due to the decreased velocities?  Yes  No  N/A
- B. Do any sewers have slopes greater than 20%?  Yes  No  N/A
- i. If yes, is the sewer anchored?  Yes  No  N/A
- C. Design calculations for all sewers with diameters greater than 8 inches are:  Shown below  Attached  N/A

---

### 14. Sewer Separation Between Water Supplies

- A. Are all sewers at least 200 feet from public water supply wells? (s. NR 811.12(5)(d)3, Wis. Adm. Code)  Yes  No
- B. Is the minimum horizontal separation distance of 8 feet between the sewer and existing or future water mains being met? (s. NR 811.74(2), Wis. Adm. Code)?  Yes  No  N/A
- C. Where water mains cross over sewers, is the minimum vertical separation distance of 6 inches being met? (s. NR 811.74(3), Wis. Adm. Code)?  Yes  No  N/A
- D. Where water mains cross under sewers, is the minimum vertical separation distance of 18 inches being met? (s. NR 811.74(3), Wis. Adm. Code)  Yes  No  N/A

**If you answered no to any of the above questions (A-D), please answer the following question E:**

- E. If a public well or water main installation is a part of the project, has a plan submittal with a variance request been sent to the DNR Public Drinking Water Engineering Section for approval?  Yes  No  N/A
- i. If no, has the municipal water utility given written approval or no-objection to the sanitary sewer plans?  Yes  No  N/A
- ii. Has the DNR Public Drinking Water Engineering Section Chief (<http://dnr.wi.gov/topic/drinkingwater/planreview.html>) been contacted and given written no-objection to the sanitary sewer plans?  Yes  No  N/A
- iii. Is a copy of the written no-objection/approval from the municipal water utility and/or DNR Public Drinking Water Engineering Section attached to this plan submittal?  Yes  No  N/A
- F. Are all sewers at least 50 feet from private water supply wells? (s. NR 812.08(4)(c)10, Wis. Adm. Code)
- i. If no, please contact the DNR Private Drinking Water Supply Field Section Chief, for the determination of a private well variance. Information can be found at the website: <http://dnr.wi.gov/topic/Wells/homeowners.html>. If a private well variance is required, is a copy of the variance attached to this application?  Yes  No  N/A

---

### 15. Manhole Installation

- A. Is a manhole being constructed at the end of each sewer line?  Yes  No  N/A

# Sanitary Sewer Submittal

Form 3400-059 (R 05/17) Page 5 of 5

- i. If no, has a variance been requested on Form 3400-205?  Yes  No  N/A
- ii. Will all stubbed sewers be capped or plugged and will no service be provided until a manhole is installed under an Department approved project?  Yes  No  N/A
- B. Will all manholes be spaced less than or equal to the required maximum intervals specified in s. NR 110.13(3)(b), Wis. Adm. Code?
  - i. If no, has a variance been requested on Form 3400-205?  Yes  No  N/A
  - ii. Does the sewer system owner have access to cleaning equipment with the capability to reach these sewer lengths?  Yes  No  N/A
- C. Is there a manhole present at changes in sewer grade and size and at all pipe intersections?  Yes  No
- D. Are there locations where the invert elevation of the entering sewer to a manhole is 2 feet or more above the spring line of the outgoing sewer?
  - i. If yes, list the location of all outside drops: Yes  No
- E. Are the tops of all manholes at or above finished grade?  Yes  No

---

## 16. Clearwater

- A. To the best of your knowledge, will all storm and other clearwater including that from sump pumps, roof drains, cistern overflows, and building foundation drains be excluded for these proposed sanitary sewers?  Yes  No
- B. To the best of your knowledge, will these street and tributary building sewers be laid in such a manner as to minimize entrance of groundwater and will building sewers and drains be installed to conform with state plumbing regulations (s. SPS 382.36(4)(6), Wis. Adm. Code)?  Yes  No

## Certification

I certify that this document, to the best of my knowledge and belief, is true, accurate, and complete.

\_\_\_\_\_  
Signature of Consulting or Municipal Engineer Responsible for Preparing this Form

\_\_\_\_\_  
Date Signed

Wisconsin P.E. Number \_\_\_\_\_ E-37146

Phone Number (include area code) \_\_\_\_\_ (262) 781-1000

**Notice:** In accordance with s. NR. 108.04(2)(a), Wis. Adm. Code, this form is authorized to accompany final specifications for any reviewable sanitary sewer project that is submitted to the Department of Natural Resources (Department) pursuant to s. 281.41, Wis. Stats and s. NR 108.03, Wis. Adm. Code. Completion of this form is required by the Department for any sanitary sewer plan submittal to evaluate conformance with requirements in chs. NR 108 and 110, Wis. Adm. Code

**All necessary information must be provided on this form. Failure to complete this form correctly may result in rejection of this form by the Department.** Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records law (ss. 19.31 - 19.39, Wis. Stats.).

**Please type or clearly print your answers to all questions.**

Sanitary sewers will be constructed in accordance with (select one of the following):

1. Standard specifications for Sewer and Water Construction in Wisconsin (6th edition).  
 Note: Standard specifications do not amply cover erosion control measures. Special provisions must be submitted.

2. Standard specifications for municipality on file with the Department:

Municipality Name: \_\_\_\_\_

Approval Number: \_\_\_\_\_ Date of Approval \_\_\_\_\_

Are the specifications on the file with the Department less than 4 years old?  Yes  No

3. Specifications submitted with plans (please fill out Sections A through G below):

Note: Specifications must be signed and sealed by a professional engineer.

A. Pipe Material	Application Standard	Joint Type and Standard
Asbestos Cement	_____	_____
Cast Iron	_____	_____
Concrete	_____	_____
Vitrified Clay	_____	_____
Steel	_____	_____
Ductile Iron	_____	_____
PVC	_____	_____
ABS Composite	_____	_____

Is any pressure sewer pipe being used?  Yes  No

If yes, indicate type, standard and joints: \_\_\_\_\_

B. Is trench width adequate for pipe laying, jointing and placement of proper backfill?  Yes  No

C. Bedding type for pipe meets requirements of ASTM C12-81 or MOP 9?  Yes  No

Class A  Class B  Class C

Bedding material for PVC and ABS composite pipe meets requirements of ASTM D2321-80?  Yes  No

Class I  Class II  Class III

D. Suitable backfill material within 2 feet of pipe ( no frozen or organic material or large stones)?  Yes  No

E. Infiltration - less than 200 gal/in/mi/day?  Yes  No

Test Procedure: \_\_\_\_\_

F. PVC pipe deflection testing?  Yes  No  N/A

Method: \_\_\_\_\_

G. Manholes:

Diameter \_\_\_\_\_

Material \_\_\_\_\_

Outside Drops \_\_\_\_\_

Water Tight Inlets and Outlets \_\_\_\_\_

Sketch Included \_\_\_\_\_

I certify that this document, to the best of my knowledge and belief, is true, accurate, and complete.

\_\_\_\_\_  
 Signature of Consulting or Municipal Engineer Responsible for Preparing this Form

E-37146  
 \_\_\_\_\_  
 Wisconsin P.E. Number

## Sanitary Sewer or Lift Station Project Approval Request

Form 3400-160 (R 11/17)

Date: 07/01/2020

**Notice:** In accordance with s. NR. 108.04(2)(a), Wis. Adm. Code, this form is authorized to accompany final plans and/or specifications for any reviewable sanitary sewer and/or lift station project that is submitted to the Department of Natural Resources (Department) pursuant to s. 281.41, Wis. Stats and s. NR 108.03, Wis. Adm. Code. Completion of this form is required by the Department for any sanitary sewer or lift station plan submittal to evaluate conformance with requirements in chs. NR 108 and 110, Wis. Adm. Code.

**All necessary information must be provided on this form. Failure to complete this form correctly may result in rejection of this form by the Department.** Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records law (ss. 19.31 - 19.39, Wis. Stats.).

**Please type or clearly print your answers to all questions.**

### General Information

I am submitting one paper copy and one CD containing PDF files of plans and/or specifications for (select all that apply).

Sanitary Sewer Extension     Sewer Replacement/Rehabilitation     Lift Station     Force Main

Project Title:

Morning Meadows Subdivision - Phase 1

Project construction will occur at the following locations:

Street	Pipe Size (in.)	Pipe Length (ft.)
Road "A"	8	1,124

The sewer and/or lift station plan submittal conforms with the following:

True False NA

- Attached are completed Department Forms 3400-205, 3400-059, 3400-095 and 3400-168 (Form 3400-168 is only required for lift station projects).
- Attached is a general map of the proposed sanitary sewer extension showing the proposed sewer service area.
- Attached is the sewerage system owner approval letter in accordance with s. NR 110.12, Wis. Adm. Code (Only required if the engineer is not an employee of or has not been retained by the municipality).
- Attached is a copy of the wastewater treatment facility (WWTF) approval letter (Only required if sewer system is connected to a regional WWTF).
- Attached is a copy of the Sewer Service Area /Water Quality Management (208) conformance letter (See communities which require this letter available at the WDNR website: <http://dnr.wi.gov/topic/wastewater/RPClist.html>)
- Sewers do not come within 50 feet of a private water supply well OR 200 feet of a public water supply well in conformance with ss. NR 811.12 (5)(d) and 812.08(4)(c), Wis. Adm. Code.
- Lift Stations do not come within 8 feet of water main, 100 feet of a private water supply well OR 200 feet of a public water supply well in conformance with ss. NR 811.12 (5)(d), 811.75(1)(a) and 812.08(4)(d), Wis. Adm. Code.
- Sewers meet the minimum required horizontal and vertical separation distances from water mains in conformance with s. NR 811.74, Wis. Adm. Code.
- Erosion and sediment control practices are consistent with the WDNR construction site erosion and sediment control technical standards and are on the plan sheets. (The WDNR construction site erosion and sediment control technical standards are available on the WDNR website at: [http://dnr.wi.gov/topic/stormwater/standards/const\\_standards.html](http://dnr.wi.gov/topic/stormwater/standards/const_standards.html)). If the project is part of a construction site that will disturb one or more acres of land, a Notice of Intent and associated attachments (Forms 3500-053 and 3500-053C) for coverage under the Construction Site Stormwater Runoff General Permit has been submitted to the Department in accordance with ch. NR 216, Wis. Adm. Code.
- Sewer and/or lift station construction does not impact any wetlands.
- Sewer and/or lift station construction does not impact any navigable waterways.
- Sewer and /or lift station plans and specifications are in conformance with chs. NR 108 and 110, Wis. Adm. Code.

I certify that this document, to the best of my knowledge and belief, is true, accurate, and complete.

Preparer's Last Name Mazurkiewicz	First Name Dan	Email dan.mazurkiewicz@rasmith.com	P.E. Number E-37146
Signature		Name of Firm R.A. Smith, Inc.	

If you have any questions on sewer and/or lift station approval requests or the plan review process, please visit the WDNR website at: <http://dnr.wi.gov/topic/wastewater/AdequateSubmittal.html>

## Wastewater System Approval Request

Form 3400-205 (R 4/17)

**Notice:** In accordance with s. NR. 108.04(2)(a), Wis. Adm. Code, this form is authorized to accompany final plans and/or specifications for any reviewable project that is submitted to the Department of Natural Resources (Department) pursuant to s. 281.41, Wis. Stats and s. NR 108.03, Wis. Adm. Code.

All necessary information must be provided on this form. Failure to complete this form correctly may result in rejection of this form by the Department. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records law (ss. 19.31 - 19.39, Wis. Stats.).

Please type or clearly print your answers to all questions.

Owner Information			
Owner Name (Municipality, Company or other)		WPDES Permit No.*	County (of project location)
Jilline Dobratz - Village of Jackson Clerk		WI-S066796-1	Washington
Owner Representative Last Name	First Name	MI	Title
Kober	Brian		Director of Public Works
Address		City	State   ZIP Code
N168 W20733 Main Street		Village of Jackson	WI   53007
Phone Number (include area code)		Email Address	
(262) 677-9001		dirpubwks@villageofjackson.com	

Design Engineer Information			
Last Name		First Name	MI
Mazurkiewicz		Dan	J
Title		Company Name	
Senior Project Engineer		R.A. Smith, Inc.	
Address		City	State   ZIP Code
16745 W. Bluemound Road		Brookfield	WI   53005
Phone Number (include area code)		Email Address	
(262) 781-1000		dan.mazurkiewicz@rasmith.com	

Project Information	
Project Title	
Morning Meadows Subdivision Phase 1	
Project Description	
Construction of sanitary sewer to service new residential development (24 lots). 8" main will be constructed.	

Certification	
I certify that this document and the plans and specifications, to the best of my knowledge and belief, are true, accurate, and complete; and conform to all applicable design requirements contained in the Wisconsin Administrative Code with the exception of any requested variances or alternative requirements as detailed below:	
Requested Design Variances or Alternative Requirements	

Design Engineer Name (print)	Wisconsin P.E. Number*
Dan Mazurkiewicz, P.E.	E-37146
Signature of Design Engineer	Date Signed

Type of Project		
Select all that apply:		
<input checked="" type="checkbox"/> Sanitary Sewer Extension	<input type="checkbox"/> Municipal Treatment Plant	<input type="checkbox"/> Non-Domestic POWTS
<input type="checkbox"/> Sewer Replacement/Rehabilitation	<input type="checkbox"/> Industrial Treatment Plant	<input type="checkbox"/> Septage Storage Facility
<input type="checkbox"/> Lift Station	<input type="checkbox"/> Industrial Pretreatment Facility	<input type="checkbox"/> Large POWTS
<input type="checkbox"/> Force Main	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Clean Water Fund? Provide CWF Project Number if known: _____		
<input type="checkbox"/> Requesting Expedited Review (ONLY AVAILABLE FOR CERTAIN TYPES OF PROJECTS. See Instructions at our webpage here: <a href="#">Expedited Review</a> )		

PROJECTS FINANCED BY THE CLEAN WATER FUND REQUIRE A FACILITIES PLAN

Website for plan submittal guidance: <http://dnr.wi.gov/topic/wastewater/AdequateSubmittal.html>

\*May not be required for industrial pretreatment facilities.

**Notice:** This form is authorized by ss. 280.11, 281.11, 281.19 (1) and (2), and 281.41, Wis. Stats., and ss. NR 108.04 (2)(a) and 811.08 (1), Wis. Adm. Code. Completion of this form or a similar form approved by the Department of Natural Resources (DNR) is mandatory. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.]. Unless otherwise noted all citations refer to Wis. Adm. Code.

**WATER MAIN SUBMITTAL INSTRUCTIONS:**

The following is a listing of information that must be submitted when requesting an approval of a water main project:

1. A completed Water System Approval Request (DNR Form No. 3300-260) has been included?  Yes  No
2. One set of plans sealed by a Professional Engineer has been included in conjunction with a water main only submittal?  Yes  No  N/A
3. Three sets of plans sealed by a Professional Engineer have been included in conjunction with a facilities submittal?  Yes  No  N/A
4. One set of specifications sealed by a Professional Engineer has been included in conjunction with a water main only submittal?  Yes  No  N/A  
 The Specifications Section of the checklist must be completed if specifications are submitted. The submittal of specifications is not necessary if the community already has specifications on file with the Department of Natural Resources (that are not older than five years) or is using the latest edition of the Standard Specifications for Sewer and Water Construction in Wisconsin.
5. Three sets of specifications sealed by a Professional Engineer have been included in conjunction with a facilities submittal?  Yes  No  N/A
6. A plan or plans has been included that shows the location of the proposed project in relation to the rest of the distribution system?  Yes  No  N/A
7. An approval letter from the owner of the distribution system has been included, unless the applicant is employed or retained by the waterworks owner?  Yes  No  N/A

All sections of this checklist must be completed for every submittal; excepting, that if specifications are on file for the municipality or standard specifications are to be used, the section under specifications may be omitted. If it is felt that a question on the checklist does not apply to a particular project, indicate this with N/A and explain the reason.

A. General Information	
Name of Municipality/Sanitary District/Other	Name/Number of Project
Village of Jackson	Morning Meadows Subdivision PH 1

**B. Specifications**

- Water mains will be constructed in accordance with:** (select one of the following three options)
1. Standard Specifications for Sewer and Water Construction in Wisconsin ( 6th Edition)
2. Standard specifications for municipality already on file with DNR: Approval number for specifications \_\_\_\_\_  
 Date of Approval \_\_\_\_\_ Are specifications on file with DNR less than 5 years old?  Yes  No
3. Specifications submitted with the plans (fill out the following section)

**C. Design Specifics**

1. Minimum horizontal (center to center) separation distance between water main and existing or future sanitary sewer 10 ft., storm sewer 10 ft. [NR811.74(2)] Minimum horizontal separation distance between fire hydrant drains and sanitary sewers, storm sewers, or storm sewer inlets 10 ft. [NR811.71(4)]
2. Where water mains cross over sewers, the minimum vertical separation distance (edge to edge) is 6 inches. Where water mains cross under sewers, the minimum vertical separation distance (edge to edge) is 18 inches. [NR811.74(3)]
3. Will a common trench be used in any portion of the project? [NR811.74(2)(b)]  Yes  No
4. Will the following minimum horizontal separation distances be maintained between the water main and the contamination sources listed?[NR811.75]
  - (A) Eight feet to a POWTS holding, treatment or dispersal component, lift station, or grave site?  Yes  No  N/A
  - (B) Twenty-five feet to a buried fuel tank or main?  Yes  No  N/A
  - (C) Fifty feet to a sanitary landfill?  Yes  No  N/A

**C. Design Specifics (cont'd)**

- 5. Does the municipality have an erosion control ordinance? [NR811.09(2)]  Yes  No
  - (A) If yes, will compliance with the ordinance be required for this project?  Yes  No  N/A
  - (B) Do the plan sheets show the erosion control provisions?  Yes  No
  - (C) Do the specifications require that the erosion control measures be in place before construction begins and be maintained during construction?  Yes  No
  - (D) Do the required erosion control provisions comply with the technical standards of ch. NR151?  Yes  No
- 6. Are valves provided at each intersection and at intermediate points so spacing does not exceed 800 feet? [NR811.70(9)]  Yes  No
- 7. Are hydrants provided at each intersection and at intermediate points so spacing does not exceed 600 feet? [NR811.71(1)]  Yes  No
- 8. Are hydrants or other flushing devices capable of flow velocities of at least 2.5 feet per second in the water main installed downstream of the last service at all dead-ends? [NR811.71(7)]  Yes  No
- 9. Will any watermain stubs 20 feet or greater in length be installed? [NR811.70(8)]  Yes  No
- 10. If groundwater may rise above hydrant drain ports, will the drain ports be plugged and operational procedures established for pumping the hydrant barrels dry during freezing weather? [NR811.71(4)]  
If no, explain:  Yes  No  N/A
- 11. Is there a history of external corrosion problems with buried pipe in the project area? [NR811.69(4)]  Yes  No
- 12. Do the proposed water mains pass through or adjacent to a landfill or chemical spill area that may adversely impact the piping material or gaskets? [NR811.69(5)]  Yes  No
- 13. Do the proposed water mains pass through a wetland area? [NR811.70(3)]  Yes  No
- 14. Do the proposed water mains pass through a floodway or floodplain? [NR811.70(2)]?  Yes  No
- 15. Does installation of the proposed water mains involve construction within 500 feet of the ordinary high water mark or over or under or in waters of the state?  Yes  No
- 16. If plans are submitted by someone other than the waterworks owner or authorized representative, is written acceptance of the waterworks owner included? [NR811.10]  Yes  No  N/A
- 17. Do the proposed water mains involve construction of manholes, vaults, or other below grade structures containing shutoff valves, air relief valves, pressure reducing valves, or water meters? [NR 811.72]  Yes  No
- 18. Do the proposed water mains involve any surface water crossings over 15 feet? [NR811.76]  Yes  No
- 19. Do the proposed water mains involve any common casing crossings? [NR811.77]  Yes  No
- 20. Will private mains or services be connected at more than one location, creating a loop back into the public system [NR811.68(3)]?  Yes  No
- 21. Water main pipe material(s) to be used: PVC AWWA C-900  
Type of joint(s): Push-on rubber gasket  
Class and/or DR: Class 150-DR 18 [NR811.69]
- 22. If ductile iron pipe will be used, will it be enclosed in polyethylene wrap?  Yes  No  N/A
- 23. Will proposed water mains serve existing structures having private wells? [NR810.15, NR810.16]  Yes  No
- 24. Will installation of the water main(s) include dewatering well construction having a total capacity exceeding 70 gallons per minute? [NR812.09(4)(a)]  Yes  No
- 25. On-site inspection of the proposed water main construction will be provided by (check all that apply): [NR811.11]  
 Engineering firm  Owner  Other (specify) \_\_\_\_\_
- 26. Normal static pressures throughout the area to be served will range from \_\_\_\_\_  
89.7 to 93.6 PSI [NR 811.66(1)(b) & NR 811.70(4)]
- 27. The area to be served is (check all that apply):  Residential  Commercial  Industrial [NR 811.70(9) & NR 811.71(5)]

**C. Design Specifics (cont'd)**

28. Calculate the minimum fire flow at any proposed hydrant. [NR811.70(5)&(6), NR811.71(3)]

**Fire Flow Test**

Location of residual hydrant: Sherman Road, 500' east of C.T.H. "P"

Location of flowing hydrant(s): Sherman Road, 900' east of C.T.H. "P"

Distance between residual and flowing hydrant(s): 400 ft.

Static pressure at residual hydrant: 91 PSI Elevation of residual hydrant: 857.0 ft.

Flow test results: 1188 GPM at a residual pressure of 83 PSI

Conversion of flow test to 500 GPM equivalent yields 500 GPM @ 89.4 PSI

**Calculations**

Location of critical hydrant: Road "A", 600' north of Sherman Road

Distance between critical and residual hydrants: 637 ft.

Roughness coefficient ("C" factor): 120 Elevation of critical hydrant: 868.0 ft.

Head loss due to friction: 1.8 PSI Head loss/gain due to elevation: 4.7 PSI Total head loss: 6.5 PSI

Calculated available fire flow at critical hydrant is 500 GPM at 82.9 PSI

(Attach additional sheets if necessary.)

For computer generated models, output must include all losses, assumed flows, roughness coefficient, pipe lengths, pipe diameters, and a node map.

29. Water mains proposed:

Diameter <sup>1</sup> (inches)	Length <sup>1</sup> (feet)	Street name and/or easement description [NR811.67]
8"	973	Road "A"
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

<sup>1</sup>Note: Rule requirements of other state agencies pertinent to water mains, such as Wis. Adm. Code ch. PSC 184, should be reviewed to obtain all necessary approvals.

**D. Additional Comments**

Further comments on any previous items (use additional sheets if necessary):

**E. Certification**

I certify that I have examined the above information and found it to be correct, true and complete.

Signature of Professional Engineer		Date Signed	
Printed Name of Professional Engineer Dan Mazurkiewicz		Wis. P.E. Number E-37146	
Email address dan.mazurkiewicz@rasmith.com	Phone Number (incl. area) (262) 781-1000	Fax Number (inc. area code)	

## Public Water System Approval Request

Form 3300-260 (R 12/16)

**Notice:** This form is authorized by ss. 280.11, 281.11, 281.19 (1) and (2), and 281.41, Wis. Stats., and ss. NR 108.04 (2)(a) and 811.08 (1), Wis. Adm. Code. Completion of this form or a similar form approved by the Department of Natural Resources is mandatory. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.]. Unless otherwise noted all citations refer to Wis. Adm. Code.

A. System Information					
Water System Name					
Jackson Water Utility					
Water System Infrastructure Owned By: (select one)			Name of Water System Owner (if different than Water System Name)		
<input checked="" type="radio"/> Government Entity (City, Village) <input type="radio"/> Sanitary or Utility District <input type="radio"/> Utility Commission <input type="radio"/> Privately Owned (Company or Individual)					
B. Water System Owner			Water System Representative or Contact (if not Owner)		
(examples: municipal clerk, sanitary district president, utility commission clerk, OTM owner)			(examples: water superintendent, director of public works, operator)		
Name			Name		
Diane Lemke, Water Utility Clerk			Dan Rathke, Water Utility Supervisor		
Street Address			Street Address		
N168 W20733 Main Street			N168 W20733 Main Street		
City	State	ZIP Code	City	State	ZIP Code
Jackson	WI	53037	Jackson	WI	53037
Phone Number	Fax Number	Cell Number (optional)	Phone Number	Fax Number	Cell Number (optional)
(262) 677-0707			(262) 677-0707		
Email Address			Email Address		
utilityclerk@villageofjackson.com			watersuper@villageofjackson.com		
C. Designer/Constructor Information					
Name			Firm Name		
Dan Mazurkiewicz			R.A. Smith, Inc.		
Street Address			Phone Number	Fax Number	Cell Number (optional)
16745 W. Bluemound Road			(262) 781-1000		
City	State	ZIP Code	Email Address		
Brookfield	WI	53005	dan.mazurkiewicz@rasmith.com		
D. Project Location (As applicable)					
<input type="radio"/> City <input type="radio"/> Town <input checked="" type="radio"/> Village of Jackson			County		
			Washington		
Will Safe Drinking Water Loan Program (SDWLP) funds be requested for this project? <input type="radio"/> Yes <input checked="" type="radio"/> No					

**Brief Project Description (DO NOT LEAVE BLANK)**  
 8" water main to service new single-family residential development (24 lots).

**Applicability:** This form applies to projects being submitted for municipal and other-than-municipal community, public water systems.

**Number of Copies:** Submit three copies of all the plans, specifications, forms and attachments.  
 Only one copy needs to be submitted for water main only projects.

## Fire Flow Calculations

**Project:** Morning Meadows - Phase 1  
**Project Number:** 3050195.02  
**Client:** Home Path Financial  
**Date:** 7/2/2020  
**by:** CDH

**Test Hydrant (static):**

Location:	Sherman Road, 500' east of C.T.H. "P"	
Residual Pressure (Pr):	83	PSI
Static Pressure (Ps):	91	PSI

hydrant outlet coeff	
outlet diameter	use this coefficient
2.5"	0.9
for outlet dia = 4+"	
pitot reading	use this coefficient
>7	0.83
7	0.83
6	0.84
4	0.89
2	0.97

**Test Hydrant (flowing):**

Location:	Sherman Road, 900' east of C.T.H. "P"	
pitot pressure:		PSI
diameter of hydrant outlet (d):	2.5	inches
hydrant outlet coefficient (C):	0.9	inches
Elevation:	857.0	FEET

flow at test hydrant (Q):  $Q=29.8C(d)^2(\text{pitot})^{0.5}$   
 Q= (note 1) **1188** GPM  
 Note 1: if Q is know from test, simply type it in over the formula

**Critical Hydrant:**

Location:	Road "A", 600' north of Sherman Road	
Elevation:	868.0	FEET

**Calculate residual pressure of the test hydrant at a lower flow rate**  
 (if the test flow rate is unreasonably high, and friction losses are high)

Qf =desired reduced flow rate usually set Qf=Qt  
 Qt = flow during test  
 Ps = static pressure Qf can be lower but not higher than Qt  
 Pt = residual pressure during test  
 Pf = residual pressure at desired flow

Qf =	500	GPM
Qt =	1188	GPM
Ps =	91	PSI
Pt =	83	PSI

Residual pressure at the desired flow =	$-((Qf/Qt)^{1.85})x(Ps-Pt) + Ps$	
Residual pressure =	<b>89.39</b>	<b>PSI @ 500 GPM</b>

## Fire Flow Calculations

project #: 3050195.02

### Static Losses:

Elevation difference =	elevation at test hydrant	-	elevation at critical hydrant
Elevation difference =	857	-	868
Elevation difference =	-11	feet	

Static Pressure Loss =	elevation difference (in feet)	X	1 psi/2.31 feet
Static Pressure Loss =	-11	X	1 psi/2.31 feet
Static Pressure Loss =	4.76	PSI	(NOTE: negative number means pressure gain)

### Friction Losses

using the Hazen-Williams equation

L = pipe length in feet

Q = flow in GPM

C = coefficient of friction

D = diameter of pipe in inches

$$H_f = \frac{10.44 (L) \cdot Q^{1.85}}{C^{1.85} \times D^{4.8655}}$$

#### first length of watermain

description:	12" PVC, Sherman Road
L=	10 feet
Q=	500.00 gpm
C=	120
D=	12 inches

Hf, 1 = 0.01 FEET

#### second length of watermain

description:	8" PVC, Road "A"
L=	605 feet
Q=	500.00 gpm
C=	120
D=	8 inches

Hf, 2 = 3.57 FEET

#### third length of watermain

description:	6" PVC, Road "A"
L=	22 feet
Q=	500.00 gpm
C=	120
D=	6 inches

Hf, 3 = 0.53 FEET

Total Hf =	4.11 FEET
Hf=	pressure in feet x 1 psi/2.31 feet
Hf=	1.78 PSI

**Fire Flow Calculations**

project #: **3050195.02**

**Residual Pressure at Critical Hydrant**

residual pressure =	residual pressure at test hydrant	-	static loss	-	friction loss
residual pressure =	<b>89.39</b>	-	<b>4.76</b>	-	<b>1.78</b>

<b>residual pressure =</b>	<b>82.85</b>	<b>PSI</b>	<b>@ Q =</b>	<b>500</b>	<b>GPM</b>
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**Static Pressure at Critical Hydrant**

static pressure =	static pressure at test hydrant	-	static loss
static pressure =	<b>91</b>	-	<b>4.76</b>
<b>static pressure =</b>	<b>86.24</b>	<b>PSI</b>	

convert flow to 20 PSI residual

- Qf = flow during test (or, optionally, reduced flow rate chosen to calculate losses)
- Ps = static pressure at critical hydrant
- Pf = residual pressure during fire condition
- Pr = residual pressure at critical hydrant

Qf =	<b>500</b> GPM
Ps =	<b>86.24</b> PSI
Pf =	<b>20</b> PSI
Pr =	<b>82.85</b> PSI

Q @20psi =	$Q_f \times ((P_s - P_f) / (P_s - P_r))^{0.54}$
Q @20psi =	<b>2,488</b> GPM

**Calculate normal static pressures in system**

highest watermain elevation, in feet = **860.0**  
 lowest watermain elevation, in feet = **851.0**

static pressure, test hyd	<b>91</b> psi @	<b>857</b> feet
---------------------------	-----------------	-----------------

highest pressure =	$(\text{elev test hydrant} - \text{lowest elev}) / (2.31 \text{ feet/psi}) + \text{static pressure}$
<b>highest pressure =</b>	<b>93.60</b> psi

lowest pressure =	$(\text{elev test hydrant} - \text{highest elev}) / (2.31 \text{ feet/psi}) + \text{static pressure}$
<b>lowest pressure =</b>	<b>89.70</b> psi



# Eagle Scout Service Project Proposal



**Eagle Scout candidate's full legal name** Diego A. Christy

**Eagle Scout Service Project Name** Library Boxes

## Eagle Scout Requirement 5

While a Life Scout, plan, develop, and give leadership to others in a service project helpful to any religious institution, any school, or your community. (The project must benefit an organization other than the Boy Scouts of America.) The project proposal must be approved by the organization benefiting from the effort, your unit leader and unit committee, and the council or district before you start. You must use the *Eagle Scout Service Project Workbook*, No. 512-927, in meeting this requirement.

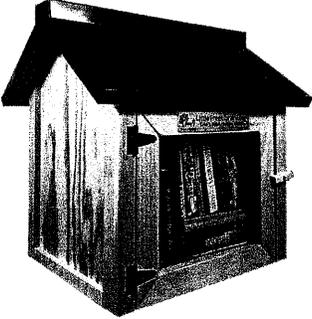
## Project Description and Benefit

Briefly describe your project.

My project is to make two new book boxes that will be full of all kinds of books.

Attach sketches or "before" photographs if these will help others visualize the project.

Please click below to add images (JPEG, JPG, BMP, GIF, TIF, PNG, etc.)

	
Proposed Boxes Picture *minues the silver plate(	Click above box to add an image. Click here to add an image caption.

Tell how your project will be helpful to the beneficiary. Why is it needed?

The reason why book box's are needed is the further learning of little kids and teens when schools is out.

When do you plan to begin carrying out your project? 8-17-20

When do you think your project will be completed? 11-24-20

## Giving Leadership

Approximately how many people will be needed to help on your project? 5-6

Where will you recruit them (unit members, friends, neighbors, family, others)? Explain:

The way I will recruit to help by emails, phone calls, or troop meetings.

What do you think will be most difficult about leading them?

Explaining the plan because there are a lot of steps in building the boxes.

## Materials

*Materials are things that become part of the finished project, such as lumber, nails, and paint.*

What types of materials, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required. For example, for lumber, include basic dimensions such as 2 x 4 or 4 x 4.

Composite decking,  
caulk,  
glue, screws  
plexiglass  
four posts  
four bags of concrete

## Supplies

*Supplies are things you use up, such as food and refreshments, gasoline, masking tape, tarps, safety supplies, and garbage bags.*

What kinds of supplies, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

Water bottles for helpers and garbage bags.

**Tools**

*Include tools, and also equipment, that will be borrowed, rented, or purchased.*

What tools or equipment, if any, will you need? You do not need a detailed list, but you must show you have a reasonable idea of what is required.

Table saw, drills, clamps, square, level, drill bits. (Normal shop tools)

**Other Needs**

*Items that don't fit the above categories; for example, parking or postage, or services such as printing or pouring concrete, etc.*

What other needs do you think you might encounter?

None

**Permits and Permissions**

*Note that property owners should obtain and pay for permits.*

Will permissions or permits (such as building permits) be required for your project? Who will obtain them? How long will it take?

Diggers, Hotline I will call three day befor hand , Parks and Recreation I will get the presentation including timeline and the budget to Kelly by email on August 5th ,Village of Jackson I will help present and answer questions about my project on August 11th.

**Preliminary Cost Estimate**

*You do not need exact costs yet. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses. Include the value of donated material, supplies, tools, and other items. It is not necessary to include the value of tools or other items that will be loaned at no cost. Note that if your project requires a fundraising application, you do not need to submit it with your proposal.*

Enter estimated expenses below: <i>(Include sales tax if applicable)</i>	<b>Fundraising:</b> Explain how you will raise the money to pay for the total costs. If you intend to seek donations of actual materials, supplies, etc., then explain how you plan to do that, too.
Materials: \$600.00	I will inquire about a discount at Menards for the composite decking. I will also call family, friends, and local business members to see if they are willing to donate money to my service project.
Supplies: \$75.00	
Tools: \$50.00	
Other: \$0.00	
<b>Total costs:</b> \$725.00	

**Project Phases**

Think of your project in terms of phases, and list what they might be. The first may be to prepare your project plan. Other phases might include fundraising, preparation, execution, and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated; brief, one line descriptions are sufficient.

1.	Create a plan
2.	Get approved by Kelly Valentino, Director -Jt. Parks and Recreation ,Jackson
3.	Approved by village of Jackson
4.	Solicit Donations
5.	Obtain materials
6.	Do the build
7.	Install
8.	

## Logistics

How will you handle transportation of materials, supplies, tools, and helpers?

Materials and supplies will be picked up by scout and parents. Tools will be available at the worksite.

## Safety Issues

The Guide to Safe Scouting is an important resource in considering safety issues.

Describe the hazards and safety concerns you and your helpers should be aware of.

Power tools, closed-toe safety shoes, safety goggles, hearing protection, and gloves.

## Project Planning

You do not have to list every step, but it must be enough to show you have a reasonable idea of how to prepare your plan.

List some action steps you will take to prepare your project plan. For example "Complete a more detailed set of drawings."

First create budget sheet, complete a more detailed set of drawings, shopping for materials and building the boxes. Installing the posts and also cementing the posts into the ground.

## Candidate's Promise\* Sign below before you seek the other approvals for your proposal.

On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 5. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chosen as beneficiary.

Signed

Date

\* Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project proposal has been approved.

### Unit Leader Approval\*

I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development, and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow him.

Signed

Date

Name (Printed)

### Unit Committee Approval\*

This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can to see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.

Signed

Date

Name (Printed)

### Beneficiary Approval\*

This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) that we have agreed to. We understand any fund raising the Scout conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required.

**Our Eagle candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries."**

Yes  No

Signed

Date

Name (Printed)

### Council or District Approval

I have read topics 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout service project, in the *Guide to Advancement*, No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on "Unauthorized Changes to Advancement." Accordingly, I approve this proposal. I will encourage the candidate to prepare a project plan and share it with the designated project coach.

Signed

Date

Name (Printed)

\*While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (\*). Council or district approval, however, must come after the others.

## **Election Relocation Information**

**August 11, 2020**

**In order to discern the true costs of re-locating polling locations for upcoming elections, please gather the following information from the Department Heads, compile it, and present it to the Village Board for discussion:**

- 1. What positive results / impacts do you see for your department in moving the polling place from the Village Hall?**
  - (C) Safety for residents, election inspectors, and staff. Larger area for social distancing, long lines, navigation for mobility issues, more separation for voter registration, voting machines to cast election day and absentee ballots, and larger work areas for election workers. No cross traffic of voters entering and exiting the JACC gymnasium. Better restroom facilities. More parking. More accessible curb side voting. Less street traffic/congestion.
  - (P) Less congestion / traffic issues at the Village Hall. We have had to assign officers to assist with parking, and even vehicles getting stuck in the mud at our current location.
  - (I) Multiple entrances and increased space would allow for multiple voter lines, voting booths, social distancing, etc. Possibility of increased availability for parking. Those with mobility issues could enter directly through the easterly doors. Could potentially designate a "high-sanitation" area for those voters in high-risk categories or with other health concerns. This area could be sanitized on a more frequent basis, or after each use as examples.
  - (F) The Poll location has no impact on the Jackson Fire Department. A positive to move to the JACC would be easy exiting in case of a fire as well as easy access for crews to access a person who has a medical emergency. Larger parking area.
  - (R) If moving to the JACC the increased visibility would be a positive marketing tool for the dept. and its offerings and Community benefits. Many people who don't get out much, come out to vote, especially Seniors.
  - (E) There are no positive results or impacts unless a new place is determined to compare. The Village Hall has worked for years with areas being carpeted or rugs in place during inclement weather events. A larger venue would allow for greater separation or meeting the 6 ft social distancing requirement. Voters not walking past Village Staff Offices.
  
- 2. What negative results / impacts do you see for your department in moving the polling place from the Village Hall?**
  - (C) Residents not knowing/confusion of where the new polling place will be located and possibly having voters say or feel disenfranchised. Clerk staff not being available at Village Hall to answer election questions/concerns.
  - (P) None.
  - (I) General confusion regarding where to vote in general, enter the building, etc.
  - (F) There are no negatives.
  - (R) The only negative would be the impact on programming for 2 and half days, however, it is a Village Property and I feel the positives outweigh the negatives from a facility standpoint, I can't speak to election logistics.
  - (E) Voters will be confused where to vote if the location is moved. The current location has been the location for 75 years or more. The move could have been tested during a smaller election turnout.

**3. What fiscal implications do you foresee in moving the polling place from the Village Hall?**

- (C) The cost of renting the Community Center, possible overtime of other department staff and advertising the polling location change. Increased absentee ballot voting in person and by mail.
- (P) Potentially costs for a crossing guard as noted below. Less than \$100.
- (I) Unknown
- (F) No fiscal impact for the Jackson Fire Department
- (R) Typically, the cost for the JACC would be approx. \$1,500 for lost rental revenue and additional Building Supervisor support.
- (E) Public Works sets up and takes down all the booths and items associated with the election setup. The move would require three guys at six hours and two trucks for an estimated cost of \$1,000.00. If at Village Hall one person installs and takes down the election equipment.

**4. What human resource implications do you see in moving the polling place from the Village Hall?**

- (C) Village Hall may have to stay open later on Election Day and extra staff support would potentially be needed. Other village staff will need to field all Election questions/concerns on Election Day.
- (P) None.
- (I) Unknown
- (F) This may be difficult for the clerk to move equipment around, however, this is not my expertise.
- (R) Again, it would mainly be additional Building Supervisor time to stay open later on Election night and coordinating schedules with instructors and rental groups.
- (E) More crew is needed to move the equipment.

**5. What constituent implications do you see in moving the polling place from the Village Hall?**

- (C) Residents not knowing/confusion of where the new polling place will be located and possibly having voter's say or feel disenfranchised.
- (P) There will be some confusion regardless of how well the change is publicized. Have to expect some level of unhappy residents whenever there is change.
- (I) The only issue I can foresee is general confusion regarding the change in polling location and where to enter/exit the building. Social distancing concerns regardless of belief will be an issue at either location.
- (F) JFD feels that JACC allows a safer way to keep social distancing and keep our public healthy. It may cause some confusion in where to vote but this can be overcome by advertising.
- (R) From a facility standpoint, there is much more space for the Clerk to layout a very functional and open "flow" for registration and voting. I wouldn't foresee people having to wait outside or feel "crammed" in a space. Also, there are appropriate restroom facilities.

**6. What constituent implications do you see in keeping the polling place at the Village Hall?**

- (C) Confined space does not help the safety of voters do to lack of social distancing.
- (P) Traffic / parking is a problem for high voter turnout elections at the VH.
- (I) Concern over a large concentration of people within a confined/limited area.
- (F) Confined space does not help in distancing the voters which intern is not creating a safe environment to our voters.
- (R) It can be a bit tight at times, especially for Presidential Elections.

**7. What poll worker implications do you see in moving the polling place from the Village Hall?**

- (C) None.
- (P) None.
- (I) Perhaps just initial confusion or familiarity of a new location and overall logistics of the operation
- (F) Unfamiliar with where things are.
- (R) Strictly from a facility standpoint, again, there would be much more room to spread out making it more comfortable for poll workers. And larger restrooms available to the public and workers.

**8. What poll worker implications do you see in keeping the polling place at the Village Hall?**

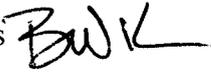
- (C) Shortage of election inspectors due to social distancing concerns. Close proximity with voters is a safety issue and puts them at risk.
- (P) None.
- (I) Concern over a large concentration of people within a confined/limited area.
- (F) Close proximity with voters puts them at risk.
- (R) The opposite of what I stated previously:-)

**9. What possible locations do you see might be viable alternative polling places?**

- (C) No facilities in the Village safe or large enough to accommodate a General Election.
- (P) The JACC. There is ample parking and less traffic. I would suggest that we utilize signage and possible a crossing guard in the evening hours for those parking at Hickory Lane Park.
- (I) Elementary School Gymnasium
- (F) Jackson Area Community Center. Public works building for drive thru.
- (R) The JACC, possible schools (Living Word/Jackson Elementary etc.), churches. However, the coordination would be incredibly easier at an "in-house" Village Property.
- (E) Moving the location will have issues to overcome. The Community Center is the larger venue, although, is it worth shutting down the normal Community Center events for two days to host an election?

# Memo

**To:** John Walther, Village Administrator

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

**Subject:** Kerry Ingredients – Odor Complaints

**Date:** August 7, 2020

**CC:** Village Board

The Village of Jackson have received complaints and aware of the continued unpleasant odors coming from the manufacturing process at Kerry Ingredients. Kerry Ingredient wants to be a good neighbor and has been working on solutions.

Mr. Hal Shepard, Plant Manager, has responded to the Village's request in addressing the odor issues in a July 16, 2020 email explaining future projects.

The July 31, 2020 email contains a picture of the new odor bed charcoal to be installed at their wastewater plant.

As stated in the second email, "We (Kerry) continue to strive to be a responsible neighbor with the Jackson Community".

If you have any questions, please do not hesitate to ask.

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

## Brian Kober

---

**From:** Brian Kober  
**Sent:** Friday, July 17, 2020 2:20 PM  
**To:** Hal Shepard  
**Cc:** John Walther; Collin Johnson; Mike Schwab  
**Subject:** RE: Kerry Ingredients

Hal,

Thanks for the email, and the changes you are planning to make allowing the plant to be a good neighbor.

In our past conversation, the Village of Jackson appreciates seeing the company in the Village, but not smelling the product being made.

Please email again to confirm the items have been completed.

Thanks,

Brian W. Kober. P.E.  
Director of Public Works/Village Engineer  
W194 N16660 Eagle Drive  
PO Box 637  
Jackson, WI 53037  
Phone: 262-677-0707  
Fax: 262-677-8770

**From:** Hal Shepard <hal.shepard@kerry.com>  
**Sent:** Thursday, July 16, 2020 1:47 PM  
**To:** Brian Kober <brian.kober@villageofjackson.com>  
**Subject:** RE: Kerry Ingredients

Hello Brian, sorry for my late reply, but I wanted to make sure the plans we have to remedy the smell were coming to fruition. We have had trouble getting contractors sometimes during the Covid thing to provide some of the below items. Also our bulk business has increase dramatically in the past few months due to hoarding at the grocery stores. I didn't want to give you a date and then have the projects postponed.

- We have a plan to move our cheese products to other plants by the end of the year (cheese products)
- On July 27<sup>th</sup> we will be moving one of our old dust collection to the west side of the building. This should minimize some of the smell that you get complaints. This unit is brand new and we spent \$170,000 on this item to help control our emissions to the environment
- Mid- August we will be installing a new odor bed to our waste water system, this system contains a charcoal type of system that is designed to remove odor from any waste system.

I hope this will help answer some of the complaints you are having.

Respectfully,

Hal Shepard  
Maintenance Manager  
Kerry Ingredients  
Jackson, Wisconsin  
262-357-4816

**From:** Brian Kober <[brian.kober@villageofjackson.com](mailto:brian.kober@villageofjackson.com)>  
**Sent:** Monday, June 29, 2020 4:00 PM  
**To:** Hal Shepard <[hal.shepard@kerry.com](mailto:hal.shepard@kerry.com)>  
**Cc:** John Walther <[john.walther@villageofjackson.com](mailto:john.walther@villageofjackson.com)>  
**Subject:** FW: Kerry Ingredients

Hal,

Getting complaints on the smell from your plant.

Please advise on what is causing the smell and how to correct.

Thanks,

Brian W. Kober. P.E.  
Director of Public Works/Village Engineer  
W194 N16660 Eagle Drive  
PO Box 637  
Jackson, WI 53037  
Phone: 262-677-0707  
Fax: 262-677-8770

**From:** John Walther <[john.walther@villageofjackson.com](mailto:john.walther@villageofjackson.com)>  
**Sent:** Monday, June 29, 2020 3:37 PM  
**To:** Brian Kober <[brian.kober@villageofjackson.com](mailto:brian.kober@villageofjackson.com)>  
**Subject:** FW: Kerry Ingredients

Brian,  
This came from Brian Heckendorf.

*John M. Walther*, Administrator  
N168 W20733 Main St  
PO Box 637  
Jackson, WI 53037  
262-677-9001 x 12  
262-677-1710 fax

**PLEASE NOTE EMAIL ADDRESS CHANGE:**  
[john.walther@villageofjackson.com](mailto:john.walther@villageofjackson.com)

**From:** Brian Heckendorf <[Brian.Heckendorf@westburybankwi.com](mailto:Brian.Heckendorf@westburybankwi.com)>  
**Sent:** Monday, June 29, 2020 3:27 PM

To: John Walther <[john.walther@villageofjackson.com](mailto:john.walther@villageofjackson.com)>

Subject: Kerry Ingredients

I just got to the Jackson branch.....just wanted to give you a heads up that Kerry doesn't smell very good today.

I can't remember if it was you that I was talking to or Brian about documenting when the smells are.



**Brian Heckendorf**  
**VP – Retail Lending Sales Manager | NMLSR #723397**  
**Jackson Office | Home Loan Division**  
**Telephone: 262-306-3911 | Fax: 262-677-4072**



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## Brian Kober

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**From:** Hal Shepard <hal.shepard@kerry.com>  
**Sent:** Friday, July 31, 2020 12:13 PM  
**To:** Brian Kober  
**Subject:** FW: Odor bed

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Brian picture of our \$40,000 new odor project that I promised. We will start installing next week. Hope this will help. We continue to strive to be a responsible neighbor with the Jackson Community.

Thanks  
Hal

**From:** Brandon Lewandowski <brandon.lewandowski@kerry.com>  
**Sent:** Thursday, July 30, 2020 1:59 PM  
**To:** Hal Shepard <hal.shepard@kerry.com>  
**Subject:** Odor bed



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