

**AGENDA**  
**VILLAGE BOARD MEETING**  
**Tuesday, October 8, 2019 at 7:30 p.m.**  
**Jackson Village Hall**  
**N168 W20733 Main Street**  
**Jackson, WI 53037**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Village Citizen Comment on an Agenda Item (Please Sign In)
4. Ceremonial Oath of Office – Grant DeMaa – Police Officer
5. Ceremonial Oath of Office – Gregg Rathke – Firefighter/Paramedic
6. Public Hearing – Planned Unit Development (PUD) – Pack & Ship International LLC. – Exterior Renovation – N168 W20379 Main St.  
(Plan Commission Draft Minutes)
7. Public Hearing – Planned Unit Development (PUD) – Jackson Development – Four (4) Family Condo Development – Stonewall Dr.  
(Plan Commission Draft Minutes)
8. Public Hearing – Planned Unit Development (PUD) – Greg Beaudry – Warehousing / Transportation Facility – Corner of Alcan Dr. & Alcan Ct.  
(Plan Commission Draft Minutes)
9. Public Hearing – Planned Unit Development (PUD) – Bielinski Homes – Laurel Springs Villas – Two (2) Family Condos – NW Corner of Jackson Dr. & Cedar Creek Rd.  
(Plan Commission Draft Minutes)
10. Ordinance #19-03 – Amending Sign Ordinance (2<sup>nd</sup> Reading)
11. Approval of Minutes for the Village Board Meeting of September 10, 2019
12. Approval of Licenses
  - Operator License:  
East Side Mart: Breanna C. Hanley

13. Budget & Finance Committee
  - EMS Service Invoice – Alexander Schwid
  - Pay Request #3 (Final) – 2018 Utility Improvements Project – Vinton Construction, Inc.
  - Pay Request #5 (Final) – Ridgeway Dr Reconstruction Project – Vinton Construction, Inc.
  - Review of Quotes for 2019 Jackson Water Utility Service Truck (Board of Public Works Draft Minutes)
  - Renewal of Assessor Contract – Grota Appraisals, LLC.
14. Plan Commission
  - Planned Unit Development (PUD) – J & M Ltd. – Storage Buildings (Plan Commission Draft Minutes)
15. Board of Public Works
  - No Recommendations
16. Joint Parks & Recreation
  - No Recommendations
17. West Bend School District – Update
18. Proposed Public Safety Building – Update
19. Departmental Reports
20. Mid-Moraine Municipal Association Report
21. Washington County Board Report
22. Greater Jackson Business Alliance Report
23. Citizens to Address the Village Board
24. Closed Session pursuant to Wis. Stats. §19.85(1)(e) Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; regarding potential property purchase  
Reconvene into Open Session to Adjourn
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.

**DRAFT MINUTES  
PLAN COMMISSION MEETING  
Thursday, September 26, 2019 at 7:00 p.m.  
Jackson Village Hall  
N168W20733 Main Street  
Jackson, WI 53037**

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

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

Members present: Keith Berben, Tr. Emmrich, Tr. Kruepke, Jon Molkentin, and Dan Reik.

Member Absent: Jon Weil

Staff present: Collin Johnson, John Walther and Jilline Dobratz.

Pres. Schwab requested to move Item #8, Village of Jackson Comprehensive Update 2050 – Preliminary Draft – Discussion/Action to the next item, all members agreed.

**8. Village of Jackson Comprehensive Update: 2050 – Preliminary Draft – Discussion/Action**

Ben McKay and Rochelle Brien of SEWRPC were present and gave updates on the Comprehensive Plan. Ben McKay gave an overview and stated the draft plan is split in two parts. Part one includes the land use plan map which shows how the Village is planning to develop in the future and includes a description of land use categories. Part two of the plan is the year 2035 plan, which is right now a joint plan with the Town of Jackson, that has been separated out so portions specific to the Village are included. Having one Comprehensive Plan will cover all nine elements of the comprehensive planning law and has a map that updates the plan for 2050. Rochelle Brien explained the updates on the land use plan map which includes the Carity Morning Meadows subdivision, changed plan land use classifications in the Town of Jackson areas to reflect density and included plan land uses in the Town of Polk. The land use table was updated to reflect the changes.

Motion by Pres Schwab, second Tr. Emmrich by adopt Resolution #19-27 to Approve an Amendment to the Village of Jackson Comprehensive Plan to Create a Year 2050 Village of Jackson Comprehensive Plan.

Vote: 5 ayes, 0 nays. Motion carried

**2. Approval of Minutes for the Plan Commission Meeting of August 29, 2019**

Motion by Tr. Emmrich, second by Keith Berben to approve the Plan Commission minutes of August 29, 2019.

Vote: 5 ayes, 0 nays. Motion carried.

**3. Planned Unit Development – J & M Ltd. – Storage Buildings**

Pres. Schwab explained this item was before the Plan Commission last month. The Plan Commission recommended approval to the Village Board, the Village Board considered it, several citizens made comments during the Public Hearing and it was referred back to the Plan Commission for further discussion. The developers did

make the changes that were recommended by the Plan Commission at the last meeting.

Keith Berben questioned the current lighting. John Kruepke stated it has always been the same; it was upgraded to LED lights but none of the fixtures changed. The heads have not been adjusted yet and a contractor has to come in the evening to adjust them. Dan Reik commented the vehicles have been stored there and the lights have all been there for years. Keith Berben inquired on when it was first approved, what the stipulations were on the land. John Walther stated the minutes would need to be checked but there was a concern about idling trucks overnight. It's been 11 to 12 years ago. Pres. Schwab reviewed the items that were brought up at the Village Board meeting.

Mark Hertzfeldt, Design to Construct, was present and stated number of things can be done to adjust the lighting. The hill is being cut back substantially to make it steeper which will create a barrier at the backside. The front side has full access. The lighting on the sides of the buildings are completely shielded and cast down, not vertical. For screening, 36 blue spruce trees will go in at the top of the hill. The trees will be six to eight feet tall and four feet wide to create a substantial barrier on the top of the hill. The hill will be taller than the buildings. Currently, campers and trucks are being parked and stored on the site. The property has been there for 11 years, developed in this state. It was commercial property before it was developed and was always intended to be used in a commercial nature. Tr. Emmrich inquired on comments made by the Police Department regarding safety issues. Mark Hertzfeldt stated the site is very visible from Highway P, a lot of traffic passes by and has visual contact with neighbors. Their preference is not to install the fencing. There will be cameras on the buildings. Collin Johnson clarified the fence comments came from him. Pres. Schwab's concern with the lighting is the existing lighting and encouraged it to be taken care of as quickly as possible. John Kruepke commented on the lighting, it is basically exactly the same as the parking lot lighting at the Village Mart. When it was put in, he didn't have any complaints from anybody and it's next to residential on two sides. Some of the parking lot lights are not being used as there is no need. When they do something, they try to do it right. They have three stations in Jackson. The oldest station is 35 years old, they spend a lot of money in updating their facilities and it will be the same way with these buildings. Drainage of the site was discussed.

Motion by Pres. Schwab, second by Dan Reik to recommend the Village Board approve the Planned Unit Development – J & M Ltd. – Storage Buildings given the changes that have been discussed including the addition of trees and the adjustments to the lighting.

Pres. Schwab stated, hopefully the changes will be made well before the Village Board meeting so that the changes could be seen for consideration at that point as well. This item will come again before the Village Board. There will not be a Public Hearing but there is a time at the beginning of the agenda for citizens to comment on an agenda item at the Village Board meeting.

Vote: 4 ayes, 1 nays (Tr. Emmrich). Motion carried

Tr. Kruepke joined the Plan Commission at the dais at 7:30 p.m.

#### **4. Planned Unit Development – Pack & Ship International LLC. – Exterior**

## **Renovation**

Huy Tran, Pack & Ship International LLC., was present and gave an explanation of the project. He would like to reopen the exit to have access on to Highway 60. The TV displays would be static words, nonmoving and nonanimation.

Collin Johnson stated on the overhead garage door there was no size specification, the scope of the installation of glass windows isn't know, the digital advertising could have potential size limits. Also, the Police Chief is in favor of not reopening the drive onto Highway 60. Tr. Kruepke commented the State did not tell him to close the access onto Highway 60, he closed it. Pres. Schwab stated we will find out who actually has the authority to restrict or not restrict access.

Motion by Pres. Schwab, second by Keith Berben to recommend the Village Board approve the Planned Unit Development – Pack & Ship International LLC. – Exterior Renovation with the following caveats; the overhead door be limited to 9' x 8', follow the Police Chief recommendation that access not be granted onto Highway 60 and look into it to see whose jurisdiction it is, the TV screens will have to comply with code, per staff comments.

Vote: 6 ayes, 0 nays. Motion carried

## **5. Planned Unit Development – Jackson Development – Four Family Condo Development**

Kurt Henning was present and gave background information on the development. The purposed development is for seven four family buildings for a total of 28 units. There will be more green space and less asphalt. All of the utilities are in and they are using the existing storm sewer laterals. The ones that are not being used will be terminated at their cost. They plan on putting slabs in this fall.

Motion by Tr. Emmrich, second by Keith Berben to recommend the Village Board approve the Planned Unit Development – Jackson Development – Four Family Condo Development, per staff comments.

Vote: 6 ayes, 0 nays. Motion carried

## **6. Planned Unit Development – Greg Beaudry – Warehousing / Transportation Facility**

Mark Hertzfeldt, Design to Construct, was present to provide an explanation of the project. The warehouse will be used only for industrial products, no commercial goods or hazardous materials. There will be a small office at the front of the building with the majority of the use being for storage. The trash enclosure will be inside the fenced area. Landscaping will meet the requirements of the business park.

Motion by Tr. Emmrich, second by Jon Molkentin to recommend the Village Board approve the Planned Unit Development – Greg Beaudry – Warehousing / Transportation Facility, per staff comments.

Vote: 6 ayes, 0 nays. Motion carried

## **7. Planned Unit Development – Bielinski Homes Inc. – Laurel Springs Villas – Two Family Condos**

Jon Donovan, Bielinski Homes Inc., was present to explain the purposed development at the corner of Jackson Drive and Cedar Creek Road. They are looking at starting the project early next year. The condominiums will be of stone/vinyl siding, aluminum fascia and soffit and will be stepless from the garages and front doors. There will be a

Developer's Agreement and a Storm Water Management Agreement to be approved. Regarding the floodplain, it's zoned a floodplain designation. The engineer is not aware of a floodplain elevation that FEMA puts on this for the creek area. The buildings are two feet above and are built outside the floodplain that's there established. He does not know the elevation. Collin Johnson commented on the floodplain issue, it has to do with the adjacent grade next to each of the buildings. Making sure that the purposed elevations have enough safety built in and the properties do not end up in the floodplain should something change within that delineated floodplain that is currently established. Jon Donovan stated they are willing to figure that out and finalize where the floodplain is. He doesn't see this as a big concern and will work with Village staff and their engineer, designing it properly so there are no issues. Motion by Pres Schwab, second by Tr. Emmrich to recommend the Village Board approve the Planned Unit Development – Bielinski Homes Inc. – Laurel Springs Villas – Two Family Condos, per staff comments. Vote: 6 ayes, 0 nays. Motion carried

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

None.

**10. Adjourn**

Motion by Pres. Schwab, second by Tr. Emmrich to adjourn.  
Vote: 6 ayes, 0 nays. Meeting adjourned at 8:06 p.m.

Respectfully submitted,

Jilline Dobratz, *CMC/WCMC*  
Village Clerk

**ORDINANCE #19-03**

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**AMENDING CHAPTER 48, ARTICLE III, DIVISION 7  
OF THE VILLAGE CODE REGARDING SIGNS**

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**THE VILLAGE BOARD OF THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN, upon proper notice and with quorum present and voting, hereby ordains the following amendments to the Village's Sign Ordinance:**

**I. ARTICLE III, Division 7, Section 48-299 of the Village Code of the Village of Jackson is hereby amended to read the following:**

Sec. 48-299 – Definitions.

*Temporary sign* means a graphic granted by permit, to be displayed in 30 day increments, not to exceed a total of 90 days in any calendar year.

**II. ARTICLE III, Division 7 Section 48-300(7) and 48-300(8) of the Village Code of the Village of Jackson is hereby created to read the following:**

Sec. 48-300(7)

A singular "help wanted" or similar employment advertisement provided such sign or display does not exceed 32 square feet in display area.

Sec. 48-300(8)

Any official sign of the Village or Village affiliate displayed for the purposes of municipal business or activity.

**III. ARTICLE III, Division 7, Section 48-301 of the Village Code of the Village of Jackson is hereby amended and recreated to read the following:**

Sec. 48-301(1)

Temporary signs, except as described in sub. (a) below; when seeking a special use permit shall, in each case, describe the material of the sign to be permitted; the size of the sign to be permitted; the time period the sign is to remain in place; and how the sign will be displayed, including the location. Signs which meet the definition of a non-permanent sign, but are anticipated to be displayed for a period exceeding 90 days, shall be approved as a conditional use or a planned unit development site plan amendment.

(a) Temporary banner signs shall be limited to one sign per tax parcel. Where multiple tenants exist on a single tax parcel, each tenant shall be permitted to display a single banner in 30 day increments, not to exceed a total of 90 days in any calendar year. Such banners shall not be displayed simultaneously except those described in Sec. 48-300.

**IV. Section 48-309 of the Village Code of the Village of Jackson is hereby amended as follows:**

Sec. 48-309(a)

No sign shall be located, erected, moved, reconstructed, extended, enlarged, converted, or structurally altered without a permit, except those signs excepted in Section 48-300. All signs shall fully conform to the requirements of this chapter.

**V. Effective Date**

This ordinance shall take effect upon its enactment. The Village Administrator and Village Attorney are hereby authorized and directed to take all action necessary to incorporate these amendments into the Village’s Sign Ordinance.

All other provisions of the Sign Ordinance shall remain in full force and effect.

Introduced by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Vote: \_\_\_\_\_ aye \_\_\_\_\_ nay

Passed and approved \_\_\_\_\_

By: \_\_\_\_\_

Michael E. Schwab, Village President

Attest:

\_\_\_\_\_  
Jilline S. Dobratz, Village Clerk

Proof of Posting:

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

\_\_\_\_\_  
Village Official

\_\_\_\_\_  
Date

**DRAFT MINUTES**  
**Village Board Meeting**  
**Tuesday, September 10, 2019 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 Kruepke, Kurtz, Lippold and Olson.

Members Excused: Trustee Malcolm

Members Absent: Trustee Emmrich

Staff present: Collin Johnson, Brian Kober, Chief Swaney, Chief Vossekuil, John Walther, Jilline Dobratz.

**2. Pledge of Allegiance.**

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

Pres. Schwab requested to move item #19, West Bend School District – Update, up to follow item #7, all Board members agreed.

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

Bill Gilbert, owner of Jackson Truck Body, N168 W20640 Main Street spoke on item #10 regarding the assessment notice he received for the development of the alley behind his business. Miller Monument and he have been maintaining the alley. The assessment is over \$15,000.00, it's expensive with one-bid. Thinks it is overboard and something needs to be done as it is swamp hole, but it doesn't all need to be done this year. This is steep for them.

Wally Miller, owner of Miller Monument, N168 W20666 Main Street spoke on item #10 regarding the project. It needs to be addressed as there is a water issue with no storm sewer. It is wet and his concern is where the roundabout is scheduled, there is a lot of ground to be moved and a good base should be put in.

Renee Miller, owner of Miller Monument, N168 W20666 Main Street commented on item #10 on if there was flexibility to look at different options if it's not too late. It is very wet.

Scott Roth, manager of Event Horizon Tattoo, N168 W21700 Main Street, #200, spoke on item #9 regarding the two artists who applied for Tattoo Licenses. Both have licenses through the State, and he understand the reasons why the recommendation is to deny. They two individuals are trying to change their lives around and go in a positive direction.

Rich Malnory, owner of Event Horizon Tattoo, W208 N16787 South Center Street spoke on item #9 the artists feel horrible about what they have done in the past and they are not going to be doing that here. They just want to do artwork on people. He and his manager are backing them up and he hopes the Board will too.

**4. Public Hearing – Planned Unit Development (PUD) – J & M Ltd. – Storage Buildings – N168 W19490 Main Street**

Pres. Schwab opened the Public Hearing.

Ronald Stuebs, W197 N16990 Stonewall Drive spoke on the joys of living in Jackson. When coming into Jackson from the west, the first thing you see is storage units. If the proposal passes, coming from the east the first thing you will see is the convenience store and the storage units. If they are to be built, put them in an industrial area. He and his wife managed 142 storage units and has a lot of experience. Storage units are important but can become an eye sore. Property values dropping are a concern to the people near the project. Darrel Schumacher, W197 N17015 Stonewall Drive is concerned they will be looking at storage buildings and it's not something they want. There are storage units on County P, Highway 60 and brand-new units by the Fair Park. For this to be approved would be wrong, there are enough. It will lower the value of homes. Nobody wants to look out their window and see storage units. It is frustrating and asked them to deny the storage buildings. They should be built in an industrial area rather than by residents.

Dave Liesener, W197 N16877 Stonewall Drive stated his condo unit is right next to the proposed building. Within a four-square mile radius of Jackson there are 11 storage facilities with a total 1,204 units; one storage unit for every five people in Jackson. Storage units all look run down after time and showed the Board members pictures of current conditions of units. The residents will see a steel roof, it takes down the value of everyone's property in the area. The lights from the gas station are shining in his condo and inquired if the Village has a lighting regulation. He asked the board to look at the lights and for the sake of him and other property owners on Stonewall to not allow this.

Pres Schwab closed the Public Hearing and stated this came from Plan Commission with the recommendation to approve but with some reservations. He would like to give the proposing property owner the opportunity to explain some of the items that were addressed at Plan Commission would be alleviated including the lighting, how the screening would happen, what the actual building would look like, etc. as noted in the draft minutes.

Mark Hertzfeldt, Design to Construct, is representing the owner's interest and his proposal. They are proposing no new pole lights. All lighting as proposed on the building is at seven-foot elevation. The light does not project out, it projects strictly down. The light levels before they reach the property line diminish to zero. They are doing everything they can to keep all lighting on the property. The hill behind the property elevation height is not going to be modified. They are cutting it back and making it steeper to maintain the height and the screen of the hill as it stands. The garage doors on Highway 60 have been modified to eliminate all the doors on that side. They reconfigured the elevation to have windows and also added brick veneer to the bottom of the unit to address the issues along Highway 60. Additional trees have also been added as requested.

Motion by Tr. Lippold, second by Pres. Schwab to approve the Planned Unit Development (PUD) – J & M Ltd. – Storage Buildings – N168 W19490 Main Street.

Tr. Olson prefers, given the open concerns by the Plan Commission, that it goes back to Plan Commission making sure the concerns are satisfactory resolved. Tr. Lippold agrees with Tr. Olson on sending it back to Plan Commission, this is zoned commercial, but it warrants being looked at to address some of the issues. Tr. Kurtz stated they still don't look pretty. Tr. Lippold withdrew his motion, Pres. Schwab concurs.

Motion by Tr. Lippold, second by Pres. Schwab to refer the Planned Unit Development (PUD) – J & M Ltd. – Storage Buildings – N168 W19490 Main Street back to Plan Commission for further consideration.

Mark Hertzfeldt stated they addressed the concerns that were brought forth in the minutes and at Plan Commission. Pres. Schwab stated he did address everything that was discussed.

In light of the citizen comments, it does merit further discussion. Mark Hertzfeldt commented the lights will not shine into windows, they will shine down. There is nothing they can do as a business or as an architect to address the concerns the neighbors have over a business in their area. It is a commercial zoned property and it is currently a paved lot that parks semi-trucks. It has a semi-truck diesel dispensing facility on it. It is not a field, it is a commercial business. Pres. Schwab questioned if a month delay would cause undue hardship. Mark Hertzfeldt stated a month delay at this time of year could push the project out to Spring of next year.

Vote: 4 ayes, 0 nays, 1 abstain (Tr. Kruepke). Motion carried.

**5. Public Hearing – Planned Unit Development (PUD) – Final Plat – Bielinski Homes Inc. – Laurel Springs Addition #1**

Pres. Schwab opened the Public Hearing.

Nick Marois, N174 W20356 Creekside Drive is ecstatic about the new development coming in. He is concerned about Jackson Drive, it is pretty destroyed. His house, yard, plants and truck are caked in dirt and dust. He proposed a water tender go through during the day or go forward with paving.

Zach Rinehart, N174 W20372 Creekside Drive spoke on his concern with Jackson Drive, half of the traffic now uses the wrong side of the street because of its poor condition. He can't imagine it's good for the kids running around in the neighborhood. It's a pretty big mess and something to keep down the dust is needed.

Pres Schwab closed the Public Hearing.

Motion by Pres. Schwab, second by Tr. Lippold to approve the Planned Unit Development (PUD) – Final Plat – Bielinski Homes Inc. – Laurel Springs Addition #1.

Vote: 5 ayes, 0 nays. Motion carried.

Pres. Schwab requested a recess to sign documents. Reconvened at 8:08 p.m.

**6. Ceremonial Member Appointment – Plan Commission**

Pres. Schwab commented the Plan Commission was served by Dan Herro who moved out of the Village which created a vacancy.

Motion by Pres. Schwab, second by Tr. Lippold to approve the Plan Commission Member Appointment, Jonathan Molkentin be appointed to fill the two-year term to end in 2021.

Vote: 5 ayes, 0 nays. Motion carried.

Village Clerk Dobratz administered the Oath of Office to Jonathan Molkentin.

**7. Wisconsin State Assembly Report – Representative Rick Gundrum**

Representative Rick Gundrum gave an update on what has been transpiring over the last six months. The speaker put some tasks together for them; suicide prevention, water quality and adoption. The hearings across the state have been completed, the data will be gathered, and they will try to address the needs and concerns with legislation. Local road improvement fund, \$90 million was set aside for it, the Governor took \$15 million off the top and put it back in the General Fund. The remaining \$75 million was turned over to the DOT who put a grant program together. As Chair of the Committee of Aging & Long-Term Care, money was left in the budget to give salary increases to CNA's and increase the Medicaid reimbursement rates for nursing homes. The Assembly will start back up on October 10, will have two meetings in November, off in December and at least one meeting in January and February. Tr. Lippold inquired on the water quality study, what areas of

concern were they looking at and does it address the concern of runoff from fields that gives municipalities a heavier burden. Representative Gundrum stated they addressed the lead content in the water and the run off situations. Pres. Schwab commented on concerns about the Administration and DNR's treatment and handling of PFA's. He encouraged him to do anything he can to help get it within more reasonable levels. Representative Gundrum commented he agreed and stated at the federal level, the goals that were set and requirements were unrealistic. They couldn't be meet because the technology wasn't available. They are all keeping an eye and it and doing whatever they can to get it back down.

#### **19. West Bend School District - Update**

Don Kirkegaard Superintendent of West Bend Public Schools commented school started last Tuesday. The enrollment numbers might be down, they will be finalized the third Friday in September. The annual meeting is Monday, September 23, 2019 at the Silver Lining Auditorium at the High School. Four resolutions will go forward; budget, disposal of property, salary for the Board Members and setting the annual meeting for the following year. Initial indication shows there will not be any increases in taxes for the 2019-2020 school year. We are one of the lowest in Washington County. On October 14, 2019 the Task Force that was established to look at facilities will report their findings. No decision has been made yet regarding a referendum in the Spring, the earliest possible referendum would be next April. The per student allocation based on state aid and local taxes raised from \$9,400 to \$9,700 which makes a big difference for the district, we are still significantly below our neighbors and are a low spending district.

#### **8. Approval of Minutes for the Village Board Meeting of August 13, 2019.**

Motion by Tr. Olson, second by Tr. Kurtz to approve the Village Board Minutes of August 13, 2019 as presented.

Vote: 5 ayes, 0 nays. Motion carried.

#### **9. Approval of Licenses**

- Operators Licenses:

- Main Street Mart: Sabrina M. Larson, Bailee L. Schmidt
- Village Mart: Taylor L. Schultz

Motion by Tr. Lippold, second by Pres Schwab to approve the individual Operators Licenses for Main Street Mart and Village Mart.

Vote: 4 ayes, 0 nays, 1 abstain (Tr. Kruepke). Motion carried.

- Tattoo/Body Piercing Operators:

- Event Horizon: Alissa J. Fischer, Brian R. French

Motion by Pres. Schwab, second by Tr. Lippold to deny the licenses for the Tattoo/Body Piercing Operators.

Vote: 4 ayes, 0 nays, 1 abstain (Tr. Kurtz). Motion carried.

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

- Review of Preliminary Assessment for Chateau Drive and Hickory Lane Reconstruction Project

Motion by Pres. Schwab, second by Tr. Lippold to approve the Preliminary Assessment for Chateau Drive and Hickory Lane Reconstruction Project.

Vote: 5 ayes, 0 nays. Motion carried

- Resolution #19-25 Preliminary Assessment for Sherman Road Drainage and Jackson Park Alley Reconstruction Project  
Motion by Pres. Schwab, second by Tr. Lippold to approve Resolution #19-25 Preliminary Assessment for Sherman Road Drainage and Jackson Park Alley Reconstruction Project.  
Pres. Schwab commented with regards to assessments, in the past there has been a payment plan option and that would still be the case.  
Vote: 4 ayes, 1 nay (Tr. Kurtz). Motion carried.

## 11. Plan Commission

- Comprehensive Plan Update – SEWRPC  
Ben McKay was present and provided an overview of the Comprehensive Plan Update. The original Joint Comprehensive Plan with the Town of Jackson was produced and adopted in 2009. The updated plan will include two parts. Part 1 is a minor plan update that focuses on the land use plan map. Some of the updates include mix use development in the downtown area to reflect the Village opportunity analysis and redevelopment plan, wetlands and primary environmental corridors and accounted for lands to be attached to the Village from the Town of Jackson per the Mediated Cooperative Plan Agreement. Part 2 is the year 2035 plan and includes only portions specific to the Village. Parts 1 and 2 together constitute a full Comprehensive Plan with all nine elements as required by the State Comprehensive Planning law. The timetable of future steps was given.
- Resolution #19-23 – Terminating the Village of Jackson’s Participation in the Joint Village of Jackson/Town of Jackson Planning Group  
Motion by Pres. Schwab, second by Tr. Lippold to approve Resolution #19-23 Terminating the Village of Jackson’s Participation in the Joint Village of Jackson/Town of Jackson Planning Group.  
Vote: 5 ayes, 0 nays. Motion carried
- Resolution #19-24 – Adopting Public Participation Procedures for Amending the Comprehensive Plan for the Village of Jackson  
Motion by Pres. Schwab, second by Tr. Kruepke to approve Resolution #19-24 Adopting Public Participation Procedures for Amending the Comprehensive Plan for the Village of Jackson.  
Vote: 5 ayes, 0 nays. Motion carried
- Annexation – Morning Meadows – Temporary Zoning – PUD  
Motion by Pres. Schwab, second by Tr. Olson to approve Annexation – Morning Meadows – Temporary Zoning – PUD as residential.  
Vote: 5 ayes, 0 nays. Motion carried

## 12. Ordinance #19-01 - Amending Sex Offender Residency Ordinance (2<sup>nd</sup> Reading)

John Walther stated there was an update in Article III, Section 20-41, number 5, the Police Department will provide an investigative report and not a recommendation.  
Motion by Pres. Schwab, seconded by Tr. Lippold to approve Ordinance #19-01 – Amending Sex Offender Residency Ordinance.  
Vote: 5 ayes, 0 nays. Motion carried

**13. Ordinance #19-02 – Annexation of Morning Meadows**

John Walther commented the ward designation, Ward 13, was updated and is included in the ordinance.

Motion by Pres. Schwab, seconded by Tr. Kurtz to introduce Ordinance #19-02.

Vote: 5 ayes, 0 nays. Motion carried

Motion by Pres. Schwab, seconded by Tr. Lippold to suspend the rules and allow the second reading with approval of Ordinance #19-02.

Roll Call Vote: 5 ayes, 0 nays. Motion carried

Motion by Pres. Schwab, seconded by Tr. Lippold to approve Ordinance #19-02.

Vote: 5 ayes, 0 nays. Motion carried.

**14. Ordinance #19-03 – Amending Sign Ordinance**

John Walther reviewed the updates of the Sign Ordinance.

Motion by Pres. Schwab, seconded by Tr. Olson to introduce Ordinance #19-03 – Amending Sign Ordinance.

Vote: 5 ayes, 0 nays. Motion carried

Pres. Schwab stated the second reading of the Sign Ordinance will be next month.

**15. Resolution #19-26 – Pursue Development of a Joint Public Library with West Bend Community Memorial Library**

Ethan Hollenberger, Public Affairs Coordinator, Washington County, was present and explained the resolution. He stated every unserved community in Washington County can check out books anywhere. More tax payer dollars are going to surrounding county libraries. There are a couple of solutions; Washington County could run the entire library system, Jackson could build a library and third municipalities that are unserved request the municipality that has a library to serve them through a Joint Library Agreement. The legal requirement is the Village has to decide to start the process. There is no decision being made other than having the County pursue the Joint Public Library and keep tax dollars in the County. Pres. Schwab's concern is if they were to pass the resolution, would that preclude the Village of Jackson to start their own library. Ethan stated an opt out clause can be added to the Joint Library Agreement for that purpose, it isn't a permanent agreement. They are usually two to three years and then renewed. Tr. Kurtz inquired on how it benefits the Village of Jackson. Ethan commented the library levy can't grow fast enough to cover the growth that is paid out every year. Money is being cut to the libraries because of paying the other counties. The benefit is if you keep the money here. the money is spent investing in the libraries that are actually being used.

Motion by Tr. Lippold, seconded by Tr. Olson to approve Resolution #19-26 – Pursue Development of a Joint Public Library with West Bend Community Memorial Library.

Vote: 5 ayes, 0 nays. Motion carried.

**16. Approval of Mutual Aid Agreement between the Jackson Police Department and the Slinger Police Department – Discussion/Action**

Police Chief Vossekuil stated the agreement has been in place since 2003 between the two Villages, it insures quick response from either agency. The agreement protects both entities and updates on signatures is needed due to changes in administration in both departments.

Motion by Tr. Olson, seconded by Tr. Kruepke to approve the Mutual Aid Agreement between the Jackson Police Department and the Slinger Police Department.

Vote: 5 ayes, 0 nays. Motion carried.

**17. Board of Public Works**

- No Recommendations

**18. Joint Parks & Recreation.**

- No Recommendations

**20. Proposed Municipal Building - Update**

Cory Scheidler, Ron Dalton and Kris Dressler were present from Cedar Corporation and gave an update. They are on schedule and are working through structural design. Over the coming months they are preparing for bidding in December or January. They are starting to look at materials, staying with the same appearance. Moving forward they will continue to update the construction costs. With some of the modifications and inflation, it's at \$13.9 to \$14.1 million. Design will be getting more intensive and more architects will be involved in design. Tr. Olson asked when a final layout will be completed. Cory stated they currently have that. The building has been moved a little bit further to the east and the parking has been increased. Ron Dalton commented he and Brian Kober met with the DNR to start the discussion on what the impacts are. He thinks the impact to the floodplain will be kept within Village owned property, making the process easier. A map amendment with FEMA for change in flood elevation will be needed.

**21. Departmental Reports.**

Brian Kober stated Cedar Creek Community Connection was Saturday, thank you to those that attended. 205 people walked through the gate, 98 were from the Village of Jackson. Next year they will look at another type of education. Tr. Lippold questioned on the lack of school markings on Stonewall. Pres. Schwab suggested it to be referred to Board of Public Works and added to the agenda.

Administrator John Walther reported there were actually 250 people at the Cedar Creek Community Connection including staff, volunteers and the band. It was well received.

Fire Chief Aaron Swaney commented the Police & Fire Commission met to conduct interviews and ranked an eligibility list with one position being offered. They have a conditional offer and have to pass a physical and go through a psychological test.

**22. Mid-Moraine Municipal Association Report**

Tr. Kurtz stated tomorrow night there will be a meeting at Village Hall at 7:00 p.m. with Judge Christine Ohlis. Also, on September 25<sup>th</sup> there is a dinner meeting at 6:00 p.m. in the City of Port Washington at the Country Inn and Suites. The speaker will be Jason Johnson, Manager Municipal Markets with Advanced Disposal.

**23. Washington County Board Report**

County Supervisor Bob Hartwig was present and gave the monthly report. There were two meetings on the mound system surcharge, inspections will be every three years. The County is looking at a new form of government, going to a County Executive. The vote

failed on July 10, 2019. Ten days later a Supervisor asked for it to be brought back. It will be voted on tomorrow night. Highway 60 work is still being planned for March 1, 2020.

**24. Greater Jackson Business Alliance Report**

None.

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

Casey Latz stated the Glow Run and chili cookoff is October 5<sup>th</sup> at the Park and Rec. Also, using Advanced Disposal as a business owner, the bills go up about every two months. She was told by Advanced Disposal that the citizens of the Village of Jackson do not recycle and that is the reason for the increase. At the disposal center, the garbage and recycling all go into the same semi. They should look at their own center.

Brian French asked the Board to reconsider his Tattoo License. He understands the Chief's job is to make a recommendation. He owns his mistakes and that was his past. He has grown up in Jackson, has a fulltime job as a crane operator and would like to do this work on the side. His past should not define who he is now, everyone deserves a second chance.

Alissa Fischer spoke asking for reconsideration of her Tattoo/Body Piercing License. She has successfully completed her probation and has paid her dues. She has an art talent and wanted to speak up for herself. She believes in second chances for people.

**26. Closed Session** pursuant to Wis. Stats. §19.85(1)(e) Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; regarding potential property purchase.

Motion by Pres. Schwab, second by Tr. Olson to convene into closed session at 9:21 p.m. to include the Village Board and the Village Administrator.

Roll Call Vote: 5 ayes, 0 nays. Motion carried.

**Reconvene into Open Session to Adjourn**

The Village Board reconvened into open session at 9:44 p.m.

**27. Adjourn.**

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

Vote: 6 ayes, 0 nays. Meeting was adjourned at 9:45 p.m.

Respectfully submitted:

Jilline Dobratz, *CMC/WCMC*  
Village Clerk

Licenses: October 8, 2019 Village Board Meeting

Name	Establishment	Police Chief Recommendation
<b>OPERATOR LICENSE</b>		
Breanna C. Hanley	East Side Mart	Approval

September 15, 2019

Dear Budget and Finance Committee and Village Board of Jackson,

I officially object to the charge of \$75 for "**No Transport No Care A0998**" and request reversal of this charge due to the fact that:

1. I Did not *cause* the accident
2. I Did not *call* for your services
3. I Did not *use* your services

As a citizen and prior first responder I wholly disagree to this standard operating procedure and I believe it negatively impacts someone's decision to dial for emergency services. No one should have to question to dial 911 for fear that they might be charged, regardless if they end up needing treatment or not.

I will pursue further action if this charge stands.

Respectfully,

Alexander R. Schwid

A handwritten signature in black ink, appearing to read 'AS', with a long horizontal flourish extending to the right.

**Patient Number: 10836**  
**Call Number: 19-373.2**



**Contractor's Application for Payment No. 3**

To (Owner): <b>VILLAGE OF JACKSON</b>	Application Period: <b>THRU 12.31.18</b>	Application Date: <b>3.26.19</b>
Project: <b>2018 UTILITY IMPROVEMENTS, MISC STREETS, JACKSON</b>	From (Contractor): <b>VINTON CONSTRUCTION COMPANY</b>	Via (Engineer): <b>GREMMER &amp; ASSOCIATES INC.</b>
Owner's Contract No.:	Contract: <b>S. MISC STREETS, JACKSON</b>	Engineer's Project No.: <b>180323</b>
Contractor's Project No.: <b>18059</b>		

**Application For Payment  
Change Order Summary**

Approved Change Orders	1. ORIGINAL CONTRACT PRICE.....
Number	\$ <u>354,423.00</u>
Additions	2. Net change by Change Orders.....
Deductions	\$
	3. Current Contract Price (Line 1 ± 2).....
	\$ <u>354,423.00</u>
	4. TOTAL COMPLETED AND STORED TO DATE
	(Column F total on Progress Estimates).....
	\$ <u>387,935.94</u>
	5. RETAINAGE:
	a. <input checked="" type="checkbox"/> Work Completed.....
	\$ <u>    </u>
	b. <input checked="" type="checkbox"/> Stored Material.....
	\$ <u>    </u>
	c. Total Retainage (Line 5.a + Line 5.b).....
	\$ <u>    </u>
	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....
	\$ <u>387,935.94</u>
	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....
	\$ <u>299,887.07</u>
	8. AMOUNT DUE THIS APPLICATION.....
	\$ <u>88,048.87</u>
	9. BALANCE TO FINISH, PLUS RETAINAGE
	(Column G total on Progress Estimates + Line 5.c above).....
	\$ <u>    00    </u>
TOTALS	
NET CHANGE BY	
CHANGE ORDERS	

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

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**Contractor Signature**

By: *[Signature]* Date: 3.26.19

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

is recommended by: \_\_\_\_\_ (Engineer) \_\_\_\_\_ (Date)

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

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

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

2018 Utility Improvements

Pay Request

Vinton Construction

CTH P Water Main				Vinton Constuction		Pay Request #1		Pay Request #2		Pay Request #3		Total	
Item	Description	Units	Quantity	Unit Price	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
100.05	Lawn Restoration	SY	650	\$ 2.50	\$ 1,625.00	0	\$ -		\$ -	444.00	\$ 1,110.00	444.00	\$ 1,110.00
100.06	Inlet Protection Type C	EACH	2	\$ 40.00	\$ 80.00	0	\$ -		\$ -	0.00	\$ -	0.00	\$ -
100.07	Traffic Control	LS	1	\$ 19,650.00	\$ 19,650.00	1	\$ 19,650.00		\$ -	0.00	\$ -	1.00	\$ 19,650.00
400.01	Removing Hydrants	EACH	4	\$ 500.00	\$ 2,000.00	4	\$ 2,000.00		\$ -	0.00	\$ -	4.00	\$ 2,000.00
400.02	Removing Valves	EACH	1	\$ 500.00	\$ 500.00	1	\$ 500.00		\$ -	0.00	\$ -	1.00	\$ 500.00
400.03	Hydrant Extension 0'-6"	EACH	1	\$ 745.00	\$ 745.00	1	\$ 745.00		\$ -	0.00	\$ -	1.00	\$ 745.00
400.04	Hydrant Extension 1'-6"	EACH	1	\$ 945.00	\$ 945.00	1	\$ 945.00		\$ -	0.00	\$ -	1.00	\$ 945.00
400.05	Hydrant Extension 2'-0"	EACH	1	\$ 1,075.00	\$ 1,075.00	1	\$ 1,075.00		\$ -	0.00	\$ -	1.00	\$ 1,075.00
400.06	Connect to Existing Water Main	EACH	3	\$ 800.00	\$ 2,400.00	3	\$ 2,400.00		\$ -	-1.00	\$ (800.00)	2.00	\$ 1,600.00
400.07	Water Main PVC 6-Inch	LF	60	\$ 60.00	\$ 3,600.00	48	\$ 2,880.00		\$ -	0.00	\$ -	48.00	\$ 2,880.00
400.09	Water Main Ductile Iron 16-Inch	LF	380	\$ 149.00	\$ 56,620.00	380	\$ 56,620.00		\$ -	0.00	\$ -	380.00	\$ 56,620.00
400.13	Water Gate Valve 16-Inch	EACH	1	\$ 3,452.00	\$ 3,452.00	1	\$ 3,452.00		\$ -	0.00	\$ -	1.00	\$ 3,452.00
400.15	Water 45-Degree Bend 6-Inch	EACH	2	\$ 425.00	\$ 850.00	4	\$ 1,700.00		\$ -	0.00	\$ -	4.00	\$ 1,700.00
400.16	Water 11.25-Degree Bend 16-Inch	EACH	2	\$ 1,565.00	\$ 3,130.00	2	\$ 3,130.00		\$ -	0.00	\$ -	2.00	\$ 3,130.00
400.18	Water Sleeve 16-Inch	EACH	2	\$ 4,495.00	\$ 8,990.00	2	\$ 8,990.00		\$ -	0.00	\$ -	2.00	\$ 8,990.00
400.2	Water Hydrant	EACH	3	\$ 2,600.00	\$ 7,800.00	1.5	\$ 7,545.00		\$ -	1.50	\$ 255.00	3.00	\$ 7,800.00
400.21	Insulation Board 2-Inch	SF	64	\$ 8.00	\$ 512.00	64	\$ 512.00		\$ -	0.00	\$ -	64.00	\$ 512.00
400.22	Water Main Temporary 6-Inch	LS	1	\$ 20,882.00	\$ 20,882.00	1	\$ 20,882.00		\$ -	0.00	\$ -	1.00	\$ 20,882.00
<b>CTH P Water Main Total</b>					<b>\$ 134,856.00</b>		<b>\$ 133,026.00</b>		<b>\$ -</b>		<b>\$ 565.00</b>		<b>\$ 133,591.00</b>

Highland Road Water Main				Vinton Constuction		Pay Request #1		Pay Request #2		Pay Request #3		Total	
Item	Description	Units	Quantity	Unit Price	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
100.03	Base Aggregate Dense	TON	195	\$ 20.00	\$ 3,900.00	195	\$ 3,900.00		\$ -	0.00	\$ -	195.00	\$ 3,900.00
100.04	Asphaltic Surface	TON	100	\$ 141.00	\$ 14,100.00	0	\$ -		\$ -	258.70	\$ 36,476.70	258.70	\$ 36,476.70
100.05	Lawn Restoration	SY	235	\$ 5.50	\$ 1,292.50	0	\$ -		\$ -	782.00	\$ 4,301.00	782.00	\$ 4,301.00
100.06	Inlet Protection Type C	EACH	1	\$ 40.00	\$ 40.00	0	\$ -	1	\$ 40.00	-1.00	\$ (40.00)	0.00	\$ -
100.07	Traffic Control	LS	1	\$ 7,650.00	\$ 7,650.00	1	\$ 7,650.00		\$ -	0.00	\$ -	1.00	\$ 7,650.00
100.08	Sawing Asphalt & Concrete	LF	515	\$ 3.00	\$ 1,545.00	64	\$ 192.00		\$ -	-15.00	\$ (45.00)	49.00	\$ 147.00
300.01	Sanitary Sewer PVC 6-Inch	LF	30	\$ 430.00	\$ 12,900.00	18	\$ 7,740.00		\$ -	0.00	\$ -	18.00	\$ 7,740.00
400.07	Water Main PVC 6-Inch	LF	20	\$ 86.00	\$ 1,720.00	21	\$ 1,806.00		\$ -	0.00	\$ -	21.00	\$ 1,806.00
400.08	Water Main PVC 8-Inch	LF	320	\$ 79.30	\$ 25,376.00	324	\$ 25,693.20		\$ -	0.00	\$ -	324.00	\$ 25,693.20
400.1	Water Service Pipe 1 1/4-Inch	LF	130	\$ 92.00	\$ 11,960.00	103	\$ 9,476.00		\$ -	0.00	\$ -	103.00	\$ 9,476.00
400.11	Water Gate Valve 6-Inch	EACH	1	\$ 1,137.00	\$ 1,137.00	1	\$ 1,137.00		\$ -	0.00	\$ -	1.00	\$ 1,137.00
400.12	Water Gate Valve 8-Inch	EACH	1	\$ 1,536.00	\$ 1,536.00	1	\$ 1,536.00		\$ -	0.00	\$ -	1.00	\$ 1,536.00
400.14	Water Tee 8x6-Inch	EACH	1	\$ 400.00	\$ 400.00	1	\$ 400.00		\$ -	0.00	\$ -	1.00	\$ 400.00
400.17	Water Reducer 12x8-Inch	EACH	1	\$ 400.00	\$ 400.00	1	\$ 400.00		\$ -	0.00	\$ -	1.00	\$ 400.00
400.19	Water Plug 8-Inch	EACH	1	\$ 150.00	\$ 150.00	1	\$ 150.00		\$ -	0.00	\$ -	1.00	\$ 150.00
400.2	Water Hydrant	EACH	1	\$ 3,645.00	\$ 3,645.00	1	\$ 3,645.00		\$ -	0.00	\$ -	1.00	\$ 3,645.00
<b>Highland Road Water Main Total</b>					<b>\$ 87,751.50</b>		<b>\$ 63,725.20</b>		<b>\$ 40.00</b>		<b>\$ 40,692.70</b>		<b>\$ 104,457.90</b>

Stonehedge Drive Storm Sewer	Vinton Constuction	Pay Request #1	Pay Request #2	Pay Request #3	Total
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Item	Description	Units	Quantity	Unit Price	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
100.01	Remove & Replace Concrete Sidewa	SF	130	\$ 10.00	\$ 1,300.00		\$ -	200	\$ 2,000.00	0.00	\$ -	200.00	\$ 2,000.00
100.02	Remove & Replace Curb & Gutter	LF	50	\$ 50.00	\$ 2,500.00		\$ -	77	\$ 3,850.00	0.00	\$ -	77.00	\$ 3,850.00
100.03	Base Aggregate Dense	TON	105	\$ 20.00	\$ 2,100.00		\$ -	105	\$ 2,100.00	0.00	\$ -	105.00	\$ 2,100.00
100.04	Asphaltic Surface	TON	125	\$ 112.00	\$ 14,000.00		\$ -		\$ -	178.97	\$ 20,044.64	178.97	\$ 20,044.64
100.05	Lawn Restoration	SY	205	\$ 5.50	\$ 1,127.50		\$ -		\$ -	210.00	\$ 1,155.00	210.00	\$ 1,155.00
100.06	Inlet Protection Type C	EACH	2	\$ 40.00	\$ 80.00		\$ -	3	\$ 120.00	0.00	\$ -	3.00	\$ 120.00
100.07	Traffic Control	LS	1	\$ 5,550.00	\$ 5,550.00		\$ -	1	\$ 5,550.00	0.00	\$ -	1.00	\$ 5,550.00
100.08	Sawing Asphalt & Concrete	LF	315	\$ 3.00	\$ 945.00		\$ -	360	\$ 1,080.00	0.00	\$ -	360.00	\$ 1,080.00
200.01	Storm Sewer Pipe PVC SDR-35 4-Inc	LF	200	\$ 39.20	\$ 7,840.00		\$ -	192	\$ 7,526.40	0.00	\$ -	192.00	\$ 7,526.40
200.03	Manholes 4-FT Diameter w/ Casting	EACH	1	\$ 2,554.00	\$ 2,554.00		\$ -	1	\$ 2,554.00	0.00	\$ -	1.00	\$ 2,554.00
200.04	Doghouse Manholes 4-FT Diameter	EACH	1	\$ 2,769.00	\$ 2,769.00		\$ -	1	\$ 2,769.00	0.00	\$ -	1.00	\$ 2,769.00
<b>Stonehedge Drive Storm Sewer Total</b>					<b>\$ 40,765.50</b>		<b>\$ -</b>		<b>\$ 27,549.40</b>		<b>\$ 21,199.64</b>		<b>\$ 48,749.04</b>

Stonehedge Drive Storm Sewer Alternate #1				Vinton Constuction		Pay Request #1		Pay Request #2		Pay Request #3		Total	
Item	Description	Units	Quantity	Unit Price	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
200.02A	Storm Sewer Pipe RCP Class III 12-In	LF	240	\$ 64.60	\$ 15,504.00		\$ -	240	\$ 15,504.00	0.00	\$ -	240.00	\$ 15,504.00
<b>Stonehedge Drive Storm Sewer Alternate #1 Total</b>					<b>\$ 15,504.00</b>		<b>\$ -</b>		<b>\$ 15,504.00</b>		<b>\$ -</b>		<b>\$ 15,504.00</b>

Sherman Road Sanitary Sewer				Vinton Constuction		Pay Request #1		Pay Request #2		Pay Request #3		Total		
Item	Description	Units	Quantity	Unit Price	Total	Unit Price	Total		Total		Total		Total	
100.01	Remove & Replace Concrete Sidewa	SF	35	\$ 10.00	\$ 350.00		\$ -	97	\$ 970.00	0.00	\$ -	97.00	\$ 970.00	
100.02	Remove & Replace Curb & Gutter	LF	10	\$ 50.00	\$ 500.00		\$ -	41	\$ 2,050.00	0.00	\$ -	41.00	\$ 2,050.00	
100.03	Base Aggregate Dense	TON	35	\$ 20.00	\$ 700.00		\$ -	35	\$ 700.00	-35.00	\$ (700.00)	0.00	\$ -	
100.04	Asphaltic Surface	TON	15	\$ 180.00	\$ 2,700.00		\$ -		\$ -	20.00	\$ 3,600.00	20.00	\$ 3,600.00	
100.05	Lawn Restoration	SY	370	\$ 5.50	\$ 2,035.00		\$ -		\$ -	1256.00	\$ 6,908.00	1,256.00	\$ 6,908.00	
100.07	Traffic Control	LS	1	\$ 10,350.00	\$ 10,350.00		\$ -	1	\$ 10,350.00	0.00	\$ -	1.00	\$ 10,350.00	
100.08	Sawing Asphalt & Concrete	LF	115	\$ 3.00	\$ 345.00		\$ -	100	\$ 300.00	0.00	\$ -	100.00	\$ 300.00	
100.09	Clearing & Grubbing	LS	1	\$ 1,500.00	\$ 1,500.00		\$ -	1	\$ 1,500.00	0.00	\$ -	1.00	\$ 1,500.00	
300.01	Sanitary Sewer PVC 6-Inch	LF	10	\$ 80.00	\$ 800.00		\$ -	9	\$ 720.00	0.00	\$ -	9.00	\$ 720.00	
300.02	Sanitary Sewer PVC 8-Inch	LF	335	\$ 110.00	\$ 36,850.00		\$ -	401	\$ 44,110.00	0.00	\$ -	401.00	\$ 44,110.00	
300.04	Sanitary Manholes 4-FT Diameter w	EACH	1	\$ 5,470.00	\$ 5,470.00		\$ -	1	\$ 5,470.00	0.00	\$ -	1.00	\$ 5,470.00	
300.05	Sanitary Doghouse Manholes 4-FT D	EACH	1	\$ 6,656.00	\$ 6,656.00		\$ -	1	\$ 6,656.00	0.00	\$ -	1.00	\$ 6,656.00	
<b>Sherman Road Sanitary Sewer Total</b>					<b>\$ 68,256.00</b>		<b>\$ -</b>		<b>\$ 72,826.00</b>		<b>\$ 9,808.00</b>		<b>\$ 82,634.00</b>	
Extra Cut tree down by hiline pole					EA	1	3,000.00	\$ 3,000.00	1	\$ 3,000.00			1.00	\$ 3,000.00
<b>Total</b>					<b>\$ 347,133.00</b>		<b>\$ 199,751.20</b>		<b>\$ 115,919.40</b>		<b>\$ 72,265.34</b>		<b>\$ 387,935.94</b>	

Work completed, previous estimate	\$0.00	\$199,751.20	\$315,670.60	\$387,935.94
Work completed, this estimate	\$199,751.20	\$115,919.40	\$72,265.34	\$0.00
Total work completed	\$199,751.20	\$315,670.60	\$387,935.94	\$387,935.94
Retainage, this estimate	\$9,987.56	\$5,795.97	-\$15,783.53	
Total retainage, previous estimates	\$0.00	\$9,987.56	\$0.00	-\$15,783.53
Total retainage	\$9,987.56	\$15,783.53	-\$15,783.53	-\$15,783.53
Amout due to contractor, this estimate	\$189,763.64	\$110,123.43	\$88,048.87	\$0.00

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G707

**Bond No. 106855521**

PROJECT **2018 Utility Improvements**

TO (Owner)

The Village of Jackson  
N168 W20733 Main Street  
Jackson, Wisconsin 53037

PROJECT NO:  
CONTRACT FOR: **2018 Utility Improvements**

CONTRACT DATE: **April 12, 2018**

CONTRACTOR: **Vinton Construction Company**

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

**Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183**

, SURETY COMPANY,

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

**Vinton Construction Company  
1322 33<sup>rd</sup> Street – P.O. Box 137, Two Rivers, Wisconsin 54241-0137**

, CONTRACTOR,

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

**The Village of Jackson  
N168 W20733 Main Street, Jackson, Wisconsin 53037**

, OWNER,

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

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this **4th** day of **December**, **2018**.

**Travelers Casualty and Surety Company of America**  
Surety Company

Witness:  
(Seal):

Signature of Authorized Representative  
Title **Todd Looker, Attorney-In-Fact**



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Todd Looker** of **MILWAUKEE**

**Wisconsin**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

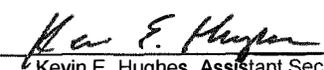
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **4th** day of **December**, **2018**



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

**FINAL PAYMENT LIEN WAIVER**

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned **Vinton Construction Company** as prime contractor, entered into a Contract with the **Village of Jackson**, for the complete construction of the **Project #170323 – 2018 Utility Improvements; Village of Jackson, Washington County, Wisconsin** and

WHEREAS, the undersigned has completed 100% of construction under the terms of the construction agreement,

NOW, THEREFORE in consideration of final payment by the **Village of Jackson**, to the undersigned **Vinton Construction Company**, the undersigned hereby waives and releases any and all liens, claims or rights to file a lien or liens to the extent of the payment above referred to against the **Village of Jackson**.

The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, subcontractors and material men have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully paid and discharged.

The undersigned further agrees to save harmless the **Village of Jackson**, from any matter or thing arising from the filing of claims or liens by any workman, subcontractor or material men in connection with the work performed.

IN WITNESS WHEREOF, the contractor by its' authorized representatives has caused this waiver to be signed.

This 7<sup>th</sup> day of November, 2018.

  
Vinton Construction Company - CONTRACTOR

Witness: Joyce Cornils

**SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER**

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Environmental Solutions, Inc.**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **Jackson 2018 Utility Improvements, Washington County, WI** and

WHEREAS, the undersigned has completed 100% of construction under the terms of the construction agreement,

NOW THEREFORE in consideration of final payment by **Vinton Construction Company** to the undersigned, **Environmental Solutions, Inc.**, the undersigned hereby waives and releases any and all liens, claims or rights to file any lien or liens to the extent of the payment above referred to against **Vinton Construction Company**, and

The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, subcontractors and material men have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully paid and discharged.

The undersigned further agrees to save harmless **Vinton Construction Company** from any matter or thing arising from the filing of claims or liens by any workman, subcontractor or material men in connection with the work performed.

IN WITNESS WHEREOF, the subcontractor by its' authorized representative has caused this waiver to be signed.

This 02<sup>nd</sup> day of November, 2018

BY: [Signature]

Environmental solutions  
SUBCONTRACTOR

Witness:

[Signature]

**SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER**

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Gordon Work Zones LLC**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **Jackson 2018 Utility Improvements, Washington County, WI** and

WHEREAS, the undersigned has completed 100% of construction under the terms of the construction agreement,

NOW THEREFORE in consideration of final payment by **Vinton Construction Company** to the undersigned, **Gordon Work Zones LLC**, the undersigned hereby waives and releases any and all liens, claims or rights to file any lien or liens to the extent of the payment above referred to against **Vinton Construction Company**, and

The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, subcontractors and material men have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully paid and discharged.

The undersigned further agrees to save harmless **Vinton Construction Company** from any matter or thing arising from the filing of claims or liens by any workman, subcontractor or material men in connection with the work performed.

IN WITNESS WHEREOF, the subcontractor by its' authorized representative has caused this waiver to be signed.

This 8 day of Nov, 2018

BY:

Cory Gordon  
**GORDON WORK ZONES, LLC**  
SUBCONTRACTOR

Witness:

[Signature]

**SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER**

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Stark Pavement Corp.**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of the **Jackson 2018 Utility Improvements, Washington County, WI** and

WHEREAS, the undersigned has completed 100% of construction under the terms of the construction agreement,

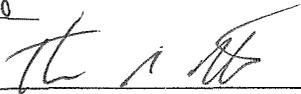
NOW THEREFORE in consideration of final payment by **Vinton Construction Company** to the undersigned, **Stark Pavement Corp.**, the undersigned hereby waives and releases any and all liens, claims or rights to file any lien or liens to the extent of the payment above referred to against **Vinton Construction Company**, and

The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, subcontractors and material men have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully paid and discharged.

The undersigned further agrees to save harmless **Vinton Construction Company** from any matter or thing arising from the filing of claims or liens by any workman, subcontractor or material men in connection with the work performed.

IN WITNESS WHEREOF, the subcontractor by its' authorized representative has caused this waiver to be signed.

This 6<sup>th</sup> day of November, 2018

BY: 

Stark Pavement Corporation  
SUBCONTRACTOR

Witness: 



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

September 17, 2019

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

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

Re: Application for Payment No. 5 (FINAL)  
Ridgeway Drive and Ridgeway Court Reconstruction  
Project No. 05789-0005

Dear Mr. Kober:

We have inspected the above referenced project and find it in order. Therefore, it is our recommendation that the Village of Jackson grant final acceptance of the Ridgeway Drive and Ridgeway Court Reconstruction project.

Enclosed for your use in payment to Vinton Construction, Inc. in the amount of \$26,293.53 is Application for Payment No. 5 (FINAL). Also enclosed are the following documents:

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

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

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: Ron Raboine, Project Manager - Vinton Construction, Inc.

# Contractor's Application for Payment No. 5

To (Owner): Village of Jackson	Application thru October 19, 2018	Application Date: 01.17.19
Project: Ridgeway Drive and Ridgeway Court Reconstruction	From (Contractor): Vinton Construction, Inc.	Via (Engineer): Cedar Corporation
Owner's Contract No: A-18	Contract: A-18	Engineer's Project No: 05789-0005
	Contractor's Project No: 18073	

## Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions
1	\$23,058.00	
2	\$2,562.35	
3	\$2,428.96	
TOTALS	\$28,049.31	
NET CHANGE BY CHANGE ORDERS		\$28,049.31

1. ORIGINAL CONTRACT PRICE..... \$ 1,012,202.40
2. Net change by Change Orders..... \$ 28,049.31
3. Current Contract Price (Line 1 ± 2)..... \$ 1,040,251.71
4. TOTAL COMPLETED AND STORED TO DATE  
(Column I total on Progress Estimates)..... \$ 1,040,251.71
5. RETAINAGE:
  - a.  Work Completed..... \$
  - b.  5% Stored Material..... \$
  - c. Total Retainage (Line 5.a + Line 5.b)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 1,040,251.71
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 1,013,958.18
8. AMOUNT DUE THIS APPLICATION..... \$ 26,293.53

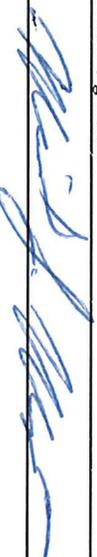
### Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: 

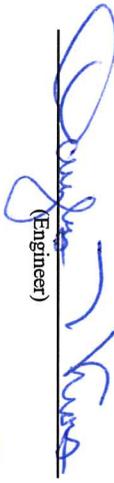
By: 

Date: 1.17.19

Payment of: \$ 26,293.53

(Line 8 or other - attach explanation of the other amount)

is recommended by:

 (Engineer) 1-17-19 (Date)

Payment of: \$ 26,293.53

(Line 8 or other - attach explanation of the other amount)

is approved by:

\_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Approved by:

\_\_\_\_\_ (Date)

Funding or Financing Entity (if applicable) \_\_\_\_\_ (Date)

Unit Price Progress Estimate

Contractor's Application

Project: Ridgeway Drive and Ridgeway Court Reconstruction

Application #: 5

Application Period: thru October 19, 2018

Application Date: 01.17.19

Bid No.	Item Description	Estimated Bid Quantity	Unit Price	B		C		D		E		F		G		H		I		J % Comp.
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Qty	Amnt	Quantity	Amount	Quantity	Amount			
1	Common Excavation	1	L.S. \$152,000.00	1	\$152,000.00						\$0.00						1.00	\$152,000.00	100.0%	
2	Sawcutting Asphalt Roadway Pavement	96	L.F. \$4.00	128	\$512.00						\$0.00						128.00	\$512.00	133.3%	
3	6" Sanitary Sewer Lateral Relay (15 Units)	523	L.F. \$123.00	582.2	\$71,610.60						\$0.00						582.20	\$71,610.60	111.3%	
4	6" Sanitary Lateral Riser	32	V.F. \$448.00	35.1	\$15,724.80						\$0.00						35.10	\$15,724.80	109.7%	
5	6" Sanitary Sewer Lateral (3 Units)	351	L.F. \$86.40	360.5	\$31,147.20						\$0.00						360.50	\$31,147.20	102.7%	
6	6" Sanitary Sewer Lateral Clean-out	2	Each \$490.00	2	\$980.00						\$0.00						2.00	\$980.00	100.0%	
7	Abandon Manhole Structure	2	Each \$690.00	4	\$2,760.00						\$0.00						4.00	\$2,760.00	200.0%	
8	8" Sanitary Sewer Relay C-900	209	L.F. \$156.00	263	\$41,028.00						\$0.00						263.00	\$41,028.00	125.8%	
9	8" Sanitary Sewer	219	L.F. \$142.00	219	\$31,098.00						\$0.00						219.00	\$31,098.00	100.0%	
10	48" Dia. Sanitary Manhole (2 Units)	29	V.F. \$480.00	42.1	\$20,208.00						\$0.00						42.10	\$20,208.00	145.2%	
11	8" PVC Water Main	286	L.F. \$91.30	270.9	\$24,733.17						\$0.00						270.90	\$24,733.17	94.7%	
12	12" PVC Water Main Relay	894	L.F. \$115.70	895.4	\$103,597.78						\$0.00						895.40	\$103,597.78	100.2%	
13	Valve Box Abandonment	3	Each \$250.00	4	\$1,000.00						\$0.00						4.00	\$1,000.00	133.3%	
14	Salvage Hydrant	4	Each \$500.00	4	\$2,000.00						\$0.00						4.00	\$2,000.00	100.0%	
15	1 1/4" HDPE Water Service Relay (17 Units)	488	L.F. \$108.00	458	\$49,464.00						\$0.00						458.00	\$49,464.00	93.9%	
16	1 1/4" HDPE Water Service (3 Units)	354	L.F. \$49.60	125	\$6,200.00						\$0.00						125.00	\$6,200.00	35.3%	
17	Hydrant Assembly	4	Each \$6,557.00	4	\$26,228.00						\$0.00						4.00	\$26,228.00	100.0%	
18	12" Gate Valve	5	Each \$2,670.00	5	\$13,350.00						\$0.00						5.00	\$13,350.00	100.0%	
19	8" Gate Valve	2	Each \$1,591.00	2	\$3,182.00						\$0.00						2.00	\$3,182.00	100.0%	
20	34" x 53" HERCP Storm Sewer Relay	182	L.F. \$167.00	180.3	\$30,110.10						\$0.00						180.30	\$30,110.10	99.1%	
21	12" RCP Storm Sewer	293	L.F. \$52.30	290	\$15,167.00						\$0.00						290.00	\$15,167.00	99.0%	
22	12" RCP Storm Sewer Relay	75	L.F. \$62.00	74	\$4,588.00						\$0.00						74.00	\$4,588.00	98.7%	
23	48" Dia. Storm Sewer Manhole (1 Unit)	3	V.F. \$694.00	3	\$2,082.00						\$0.00						3.00	\$2,082.00	100.0%	
24	6" PVC Storm Sewer Lateral (15 Units)	1,008	L.F. \$46.60	990	\$46,134.00						\$0.00						990.00	\$46,134.00	98.2%	
25	Catch Basin	2	Each \$1,924.00	2	\$3,848.00						\$0.00						2.00	\$3,848.00	100.0%	
26	Remove Catch Basin	2	Each \$250.00	2	\$500.00						\$0.00						2.00	\$500.00	100.0%	
27	Remove Concrete Sidewalk	5,876	S.F. \$0.70	6012	\$4,208.40						\$0.00						6,012.00	\$4,208.40	102.3%	
28	4" Concrete Sidewalk	9,940	S.F. \$5.40	10087.73	\$54,473.74						\$0.00						10,087.73	\$54,473.74	101.5%	
29	Remove Curb & Gutter	2,255	L.F. \$3.00	2255	\$6,765.00			28.20			\$84.60						2,283.20	\$6,849.60	101.3%	
30	30" Curb and Gutter TYPE D	2,255	L.F. \$18.65	2283.2	\$42,581.68						\$0.00						2,283.20	\$42,581.68	101.3%	
31	Remove Asphalt Driveway Pavement	265	S.Y. \$6.30	268.36	\$1,690.67						\$0.00						268.36	\$1,690.67	101.3%	
32	Remove Concrete Driveway Aprons	2,356	S.F. \$0.70	2484.98	\$1,739.49						\$0.00						2,484.98	\$1,739.49	105.5%	

Unit Price Progress Estimate

Contractor's Application

Project: Ridgeway Drive and Ridgeway Court Reconstruction

Application #: 5

Application Period: thru October 19, 2018

Application Date: 01.17.19

Bid No.	Item Description	Estimated Bid Quantity	Unit Price	B		C		D		E		F		G		H		I		J % Comp.
				Previous Applications Quantity	Amount	Quantity	Amount	Quantity This Application	Amount	Qty	Materials Stored Amt	Quantity	Amount	Total Completed & Stored to Date (C+E+G)						
33	7" Concrete Driveway Apron & Sidewalk	3,822 S.F.	\$6.20	3967.68	\$24,599.62					\$0.00	\$0.00					3,967.68	\$24,599.62	103.8%		
34	Adjust Existing Manhole Casting	8 Each	\$500.00	4	\$2,000.00					\$0.00	\$0.00					4.00	\$2,000.00	50.0%		
35	Excavation Below Subgrade (EBS)	230 C.Y.	\$20.00	294.57	\$5,891.40					\$0.00	\$0.00					294.57	\$5,891.40	128.1%		
36	EBS Backfill 1 1/4" Dense	230 Ton	\$13.00	398.58	\$5,181.54					\$0.00	\$0.00					398.58	\$5,181.54	173.3%		
37	EBS Backfill 3" Dense	230 Ton	\$13.00	0	\$0.00					\$0.00	\$0.00					0.00	\$0.00			
38	Crushed Aggregate Base Course 1 1/4"	2,910 Ton	\$13.00	2910	\$37,830.00					\$0.00	\$0.00					2,910.00	\$37,830.00	100.0%		
39	Lower Layer HMA Pavement 3 LT 58-28 S	930 Ton	\$49.85	845.65	\$42,155.65					\$0.00	\$0.00					845.65	\$42,155.65	90.9%		
40	Upper Layer HMA Pavement 4 LT 58-28 S	500 Ton	\$57.95	492.18	\$28,521.83					\$0.00	\$0.00					492.18	\$28,521.83	98.4%		
41	HMA Pavement - Driveways 5 LT 58-28 S	175 S.Y.	\$22.45	209.4	\$4,701.03					\$0.00	\$0.00					209.40	\$4,701.03	119.7%		
42	Traffic Control	1 L.S.	\$3,435.00	1	\$3,435.00					\$0.00	\$0.00					1.00	\$3,435.00	100.0%		
43	Tree Removal (Ridgeway Ct)	1 Each	\$3,500.00	1	\$3,500.00					\$0.00	\$0.00					1.00	\$3,500.00	100.0%		
44	Lawn Restoration	1 L.S.	\$25,100.00	1	\$25,100.00					\$0.00	\$0.00					1.00	\$25,100.00	100.0%		
45	1 1/4" HDPE Water Service Relay	1 L.S.	\$12,628.00	1	\$12,628.00					\$0.00	\$0.00					1.00	\$12,628.00	100.0%		
46	Abandon Curb Box	2 Each	\$250.00	2	\$500.00					\$0.00	\$0.00					2.00	\$500.00	100.0%		
47	Water Main Disconnect	1 L.S.	\$1,580.00	1	\$1,580.00					\$0.00	\$0.00					1.00	\$1,580.00	100.0%		
48	Abandon Manhole Structure	1 Each	\$690.00	1	\$690.00					\$0.00	\$0.00					1.00	\$690.00	100.0%		
49	48" Dia. Sanitary Manhole (1 Unit)	13 V.F.	\$594.00	13	\$7,722.00					\$0.00	\$0.00					13.00	\$7,722.00	100.0%		
50	Traffic Control	1 L.S.	\$300.00	1	\$300.00					\$0.00	\$0.00					1.00	\$300.00	100.0%		
51	Lawn Restoration	1 L.S.	\$1,000.00	1	\$1,000.00					\$0.00	\$0.00					1.00	\$1,000.00	100.0%		
CO2	2" HDPE Water Service Relay	70 LF	\$123.69	78	\$9,647.82					\$0.00	\$0.00					78.00	\$9,647.82	111.4%		
CO2	2" HDPE Water Service	235 LF	\$55.83	236	\$13,175.88					\$0.00	\$0.00					236.00	\$13,175.88	100.4%		
CO3	Inlet Structure Alterations	2 Each	\$325.00	2	\$650.00					\$0.00	\$0.00					2.00	\$650.00	100.0%		
CO3	Adjust Existing Curb Inlet Castings	6 Each	\$300.00	6	\$1,800.00					\$0.00	\$0.00					6.00	\$1,800.00	100.0%		
CO3	Credit: Sanitary Televising	1 L.S.	-\$1,070.00	1	-\$1,070.00					\$0.00	\$0.00					1.00	-\$1,070.00	100.0%		
CO3	Credit: Reprocessed CABC	3308.6 TN	-\$0.50	3308.58	-\$1,654.29					\$0.00	\$0.00					3,308.58	-\$1,654.29	100.0%		
CO3	Credit: Sanitary MH Castings	2 Each	-\$320.00	2	-\$640.00					\$0.00	\$0.00					2.00	-\$640.00	100.0%		
CO3	Addtl Lawn Restoration	1 L.S.	\$210.00	0	\$0.00					\$0.00	\$0.00					1.00	\$210.00	100.0%		
TOTAL					\$1,039,957.11					\$294.60						\$1,040,251.71				

**FULL WAIVER OF CONSTRUCTION LIEN**  
§779.05, Wis. Stats.

Date: **February 5, 2019**

1. Claimant's Name: Zenith Tech Inc.  
Claimant's Address: N6W23673 Bluemound Rd, Waukesha, WI 53188-1741
2. Property Improved by Contractor's Work (check one):  
 Street address: Contract A-18, Ridgeway Drive and Ridgeway Court Reconstruction, Village of Jackson  
 Legal description attached.
3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

**VINTON CONSTRUCTION COMPANY**  
**2705 N Rapids Rd.**  
**Manitowoc, WI 54221**

4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):  
 The following work:  
(insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)  
 All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.
5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:

(Attach additional sheets if necessary)

CONTRACTOR NAME: ZENITH TECH INC.

By:   
(signature)

Authorized Agent's Name: Ted Helleckson  
(print name of person signing above)

Title: Area Manager

Address: N6W23673 Bluemound Rd, Waukesha, WI 53188-1741

Telephone Number: 262-524-1700

NOTE: This waiver is dependent upon the actual receipt of payment. If the check issued is returned "NSF" or payment stopped, this waiver of lien is void.

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

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

**FINAL PAYMENT LIEN WAIVER**

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned **Vinton Construction Company** as prime contractor, entered into a Contract with the **Village of Jackson**, for the complete construction of the **Contract A-18, Ridgeway Drive and Ridgeway Court Reconstruction Project**, and

WHEREAS, the undersigned has completed 100% of construction under the terms of the construction agreement,

NOW, THEREFORE in consideration of final payment by the **Village of Jackson**, to the undersigned **Vinton Construction Company**, the undersigned hereby waives and releases any and all liens, claims or rights to file a lien or liens to the extent of the payment above referred to against the **Village of Jackson**.

The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, subcontractors and material men have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully paid and discharged.

The undersigned further agrees to save harmless the **Village of Jackson**, from any matter or thing arising from the filing of claims or liens by any workman, subcontractor or material men in connection with the work performed.

IN WITNESS WHEREOF, the contractor by its' authorized representatives has caused this waiver to be signed.

This 27<sup>th</sup> day of November, 2018.

  
Vinton Construction Company - CONTRACTOR

Witness: Joyce Corvils

**MATERIAL SUPPLIER - FINAL LIEN WAIVER**

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Lannon Stone Products**, as a material supplier, entered into a contract with **Vinton Construction Company** for materials supplied for the **Contract A-18, Ridgeway Drive & Ridgeway Court Reconstruction, Village of Jackson**, and

NOW THEREFORE in consideration of payment by Vinton Construction Company to the undersigned **Lannon Stone Products**, the undersigned hereby waives and releases any and all liens, claims or rights to file any lien or liens to the extent of the payment above referred to against **Vinton Construction Company**, and

The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, subcontractors and material men have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully paid and discharged.

The undersigned further agrees to save harmless **Vinton Construction Company** from any matter or thing arising from the filing of claims or liens by any workman, subcontractor or material men in connection with the work performed.

IN WITNESS WHEREOF, the subcontractor by its' authorized representative has caused this waiver to be signed.

This 24<sup>TH</sup> day of January, 2019

BY:   
Lannon Stone Products, Inc.  
Material Supplier Company

Witness: 

**MATERIAL SUPPLIER - FINAL LIEN WAIVER**

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Core & Main, LP**, as a material supplier, entered into a contract with **Vinton Construction Company** for materials supplied for the **Contract A-18, Ridgeway Drive & Ridgeway Court Reconstruction, Village of Jackson**, and

NOW THEREFORE in consideration of payment by **Vinton Construction Company** to the undersigned **Core & Main, LP**, the undersigned hereby waives and releases any and all liens, claims or rights to file any lien or liens to the extent of the payment above referred to against **Vinton Construction Company**, and

The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, subcontractors and material men have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully paid and discharged.

The undersigned further agrees to save harmless **Vinton Construction Company** from any matter or thing arising from the filing of claims or liens by any workman, subcontractor or material men in connection with the work performed.

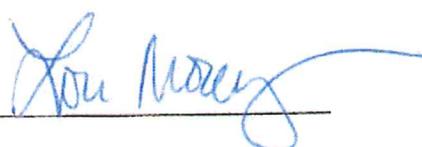
IN WITNESS WHEREOF, the subcontractor by its' authorized representative has caused this waiver to be signed.

This 24th day of January, 2019

BY: , Credit Manager

Core & Main LP

Material Supplier Company

Witness: 

**MATERIAL SUPPLIER - FINAL LIEN WAIVER**

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Wissota Sand & Gravel**, as a material supplier, entered into a contract with **Vinton Construction Company** for materials supplied for the **Contract A-18, Ridgeway Drive & Ridgeway Court Reconstruction, Village of Jackson**, and

NOW THEREFORE in consideration of payment by **Vinton Construction Company** to the undersigned **Wissota Sand & Gravel**, the undersigned hereby waives and releases any and all liens, claims or rights to file any lien or liens to the extent of the payment above referred to against **Vinton Construction Company**, and

The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, subcontractors and material men have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully paid and discharged.

The undersigned further agrees to save harmless **Vinton Construction Company** from any matter or thing arising from the filing of claims or liens by any workman, subcontractor or material men in connection with the work performed.

IN WITNESS WHEREOF, the subcontractor by its' authorized representative has caused this waiver to be signed.

This 25 day of January, 2019

BY: Angela Walter

Wissota Sand & Gravel Co  
Material Supplier Company

Witness: \_\_\_\_\_

**MATERIAL SUPPLIER - FINAL LIEN WAIVER**

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Concrete Industries, Inc.**, as a material supplier, entered into a contract with **Vinton Construction Company** for materials supplied for the **Contract A-18, Ridgeway Drive & Ridgeway Court Reconstruction, Village of Jackson**, and

NOW THEREFORE in consideration of payment by **Vinton Construction Company** to the undersigned **Concrete Industries, Inc.**, the undersigned hereby waives and releases any and all liens, claims or rights to file any lien or liens to the extent of the payment above referred to against **Vinton Construction Company**, and

The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, subcontractors and material men have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully paid and discharged.

The undersigned further agrees to save harmless **Vinton Construction Company** from any matter or thing arising from the filing of claims or liens by any workman, subcontractor or material men in connection with the work performed.

IN WITNESS WHEREOF, the subcontractor by its' authorized representative has caused this waiver to be signed.

This 24<sup>th</sup> day of January, 2019

BY:

Amey Dequaine  
Concrete Industries, Inc.  
Material Supplier Company

Witness:

J. Lawrence

SUBCONTRACTOR - FINAL LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **ESI, LTD**, as subcontractor, entered into a contract with **Vinton Construction Company** for the complete construction of **Contract A-18, Ridgeway Drive & Ridgeway Court Reconstruction, Village of Jackson**, and

WHEREAS, the undersigned has completed 100% of construction under the terms of the construction agreement,

NOW THEREFORE in consideration of final payment by **Vinton Construction Company** to the undersigned **ESI, LTD**, the undersigned hereby waives and releases any and all liens, claims or rights to file any lien or liens to the extent of the payment above referred to against **Vinton Construction Company**, and

The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, subcontractors and material men have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully paid and discharged.

The undersigned further agrees to save harmless **Vinton Construction Company** from any matter or thing arising from the filing of claims or liens by any workman, subcontractor or material men in connection with the work performed.

IN WITNESS WHEREOF, the subcontractor by its' authorized representative has caused this waiver to be signed.

This 9<sup>th</sup> day of Sept., 2019

BY: 

Environmental Solutions Inc.  
SUBCONTRACTOR

Witness: Vincent Dixon

**SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER**

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **ESI, LTD**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of **Contract A-18, Ridgeway Drive and Ridgeway Court Reconstruction, Village of Jackson**, and

WHEREAS, the undersigned has completed 100% of construction under the terms of the construction agreement,

NOW THEREFORE in consideration of final payment by **Vinton Construction Company** to the undersigned, **ESI, LTD**, the undersigned hereby waives and releases any and all liens, claims or rights to file any lien or liens to the extent of the payment above referred to against **Vinton Construction Company**, and

The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, subcontractors and material men have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully paid and discharged.

The undersigned further agrees to save harmless **Vinton Construction Company** from any matter or thing arising from the filing of claims or liens by any workman, subcontractor or material men in connection with the work performed.

IN WITNESS WHEREOF, the subcontractor by its' authorized representative has caused this waiver to be signed.

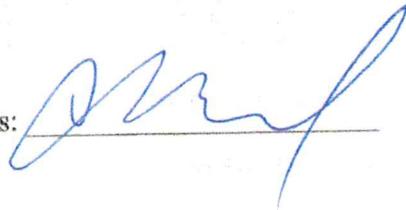
This 20 day of November, 2018

BY:



Environmental Solutions  
SUBCONTRACTOR

Witness:



**SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER**

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Gordon Work Zones, LLC**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of **Contract A-18, Ridgeway Drive and Ridgeway Court Reconstruction, Village of Jackson**, and

WHEREAS, the undersigned has completed 100% of construction under the terms of the construction agreement,

NOW THEREFORE in consideration of final payment by **Vinton Construction Company** to the undersigned, **Gordon Work Zones, LLC**, the undersigned hereby waives and releases any and all liens, claims or rights to file any lien or liens to the extent of the payment above referred to against **Vinton Construction Company**, and

The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, subcontractors and material men have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully paid and discharged.

The undersigned further agrees to save harmless **Vinton Construction Company** from any matter or thing arising from the filing of claims or liens by any workman, subcontractor or material men in connection with the work performed.

IN WITNESS WHEREOF, the subcontractor by its' authorized representative has caused this waiver to be signed.

This 15 day of Nov, 2018

BY: Gary Gordon  
GORDON WORK ZONES, LLC  
SUBCONTRACTOR

Witness:

Jac J. [Signature]

**SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER**

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Payne & Dolan, Inc.**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of **Contract A-18, Ridgeway Drive and Ridgeway Court Reconstruction, Village of Jackson**, and

WHEREAS, the undersigned has completed 100% of construction under the terms of the construction agreement,

NOW THEREFORE in consideration of final payment by **Vinton Construction Company** to the undersigned, **Payne & Dolan, Inc.**, the undersigned hereby waives and releases any and all liens, claims or rights to file any lien or liens to the extent of the payment above referred to against **Vinton Construction Company**, and

The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, subcontractors and material men have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully paid and discharged.

The undersigned further agrees to save harmless **Vinton Construction Company** from any matter or thing arising from the filing of claims or liens by any workman, subcontractor or material men in connection with the work performed.

IN WITNESS WHEREOF, the subcontractor by its' authorized representative has caused this waiver to be signed.

This 15<sup>th</sup> day of November, 2018

BY: 

Payne & Dolan, Inc.  
SUBCONTRACTOR

Witness: 

SUBCONTRACTOR - FINAL PAYMENT LIEN WAIVER

KNOWN ALL MEN BY THESE PRESENTS that

WHEREAS, the undersigned, **Kip Gulseth Construction**, as subcontractor, entered into a Contract with **Vinton Construction Company** for the complete construction of **Contract A-18, Ridgeway Drive and Ridgeway Court Reconstruction, Village of Jackson**, and

WHEREAS, the undersigned has completed 100% of construction under the terms of the construction agreement,

NOW THEREFORE in consideration of final payment by **Vinton Construction Company** to the undersigned, **Kip Gulseth Construction**, the undersigned hereby waives and releases any and all liens, claims or rights to file any lien or liens to the extent of the payment above referred to against **Vinton Construction Company**, and

The undersigned further states that all wages, materials, social security taxes, withholding taxes, sales and use taxes, permits, subcontractors and material men have been fully paid and discharged for all work performed; workmen's compensation and other insurance premiums and all taxes have been fully paid and discharged.

The undersigned further agrees to save harmless **Vinton Construction Company** from any matter or thing arising from the filing of claims or liens by any workman, subcontractor or material men in connection with the work performed.

IN WITNESS WHEREOF, the subcontractor by its' authorized representative has caused this waiver to be signed.

This 11<sup>th</sup> day of November, 2018,

BY: 

\_\_\_\_\_  
SUBCONTRACTOR

Witness: 

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G707

**Bond No. 106914016**

PROJECT **Ridgeway Drive & Court Reconstruction A-18**

TO (Owner)

The Village of Jackson  
N168 W20733 Main Street  
Jackson, Wisconsin 53037

PROJECT NO:  
CONTRACT FOR: **Ridgeway Drive & Court  
Reconstruction A-18**

CONTRACT DATE: **May 16, 2018**

CONTRACTOR: **Vinton Construction Company**

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

**Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183**

, SURETY COMPANY,

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

**Vinton Construction Company  
1322 33<sup>rd</sup> Street – P.O. Box 137, Two Rivers, Wisconsin 54241-0137**

, CONTRACTOR,

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

**The Village of Jackson  
N168 W20733 Main Street, Jackson, Wisconsin 53037**

, OWNER,

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

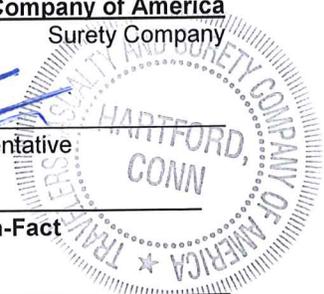
IN WITNESS WHEREOF,  
The Surety Company has hereunto set its hand this **4th** day of **December**, **2018**.

**Travelers Casualty and Surety Company of America**  
Surety Company

Witness:  
(Seal):

  
Signature of Authorized Representative

Title **Todd Looker, Attorney-In-Fact**





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Todd Looker** of **MILWAUKEE Wisconsin**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **4th** day of **December**, 2018



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



# M e m o

e

**To:** Brian Kober

**From:** Jeff L. Deitsch

**Date:** 09/04/2019

m

**Re:** Replacing Water Utility Service Truck

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o

The Water Utility Service Truck is being replaced. This is a budgeted item for 2019. I received three bids for the replacement truck as follows:

Lynch Buick GMC of West Bend ----- \$29,486.00

EVS Saukville ----- \$27,600.00

Uptown Motors Slinger ----- 26,518.40

I recommend purchase from Uptown Motors Slinger for \$26,518.40.

## Jeff Deitsch

---

**From:** Justin Thimm <JThimm@uptownmotors.com>  
**Sent:** Tuesday, September 3, 2019 11:13 AM  
**To:** Jeff Deitsch  
**Subject:** Chassis cab

2wd 3500 chassis cab. Convenience pkg, chrome bumpers

**\$26518.40**

Justin Thimm

Sent from my iPhone

EVS

Saukville

**2020 Chevrolet Reg Cab 2wd Cab/chassis**  
with fleet convenience package

MSRP	\$37,345.00
Discount	-\$9,745.00
Selling price	<b>\$27,600.00</b>

**2020 Chevrolet Reg Cab 2wd Cab/chassis**  
without Fleet Convenience package

MSRP	\$36,095.00
Discount	-\$9,595.00
Selling price	\$26,500.00



Robbie robrahn  
LYNCH BUICK GMC OF WEST BEND

ATTENTION ALL USERS: When using Order Workbench (OWB), please DO NOT disable pop-up windows functionality. OWB uses pop-up windows to display business critical alerts, confirmations and warning messages while in transactions. For assistance, contact the OWB Help Desk at 1-888-337-1010

jvm011 Logout

Main > Order Vehicles > Configure a New Vehicle: View Summary

- PLAN & FORECAST
- ORDER VEHICLES
- MANAGE INVENTORY
- LOCATE VEHICLES
- DELIVER VEHICLES
- REPORTS & TOOLS

### Configure a New Vehicle:View Summary

- Choose Model
- Choose Options
- Customer/Other Info
- View Summary

#### RELATED LINKS

- Return to Order Vehicles Page
- Configure a New Vehicle
- View My Allocation and Constraints
- View Stored Configurations
- View My Request for Order List
- US On-Line Order/Reference Guide

Review the vehicle configuration information in order to ensure that it is correct. If you need to make a change click "Back" to return to the Configure and Submit Request for Order: Customer/Other Info screen. Click "Submit Request for Order" to submit this configuration as a request for order. Click "Save as Stored Configurations" in order to store this configuration. Click "Submit Order Changes" to apply order changes, if page accessed from Change Single order path. Click "Cancel" to cancel the entire configuration.

Note: A submitted request for order is at Event Code 1000 (Order Request Added)

#### GM Business Associate Information

Detail View with prices

Charge-to BAC: 306853      Charge-to BFC: 1  
 Ship-to BAC: 306853      Ship-to BFC: 1  
 Contact Name: ROBBIE ROBRAHN      DAN: RRJAC  
 Phone #: 262-365-5523      Stock No: JACKSN

AH: Jeff  
414-840-0560

#### Model Information

Model Year: 2020      Distrib. Entity: FLT Fleet      Order Type: FBC-Fleet Political Subdivision  
 Division: GMC      Allocation Group: GHDREG  
 Model: TC31003 - 3500HD Sierra: Regular Cab Chassis, 2WD  
 MSRP: † \$37,150.00      MSRP w/DFC † \$38,745.00

#### Customer Information

Business Name: VILLAGE OF JACKSON  
 W194N166660 EAGLE DRIVE  
 JACKSON WI 53037  
 Phone: 262-677-0707  
 Email:

29,486.00  
plus title, lic

#### Fleet Information

Primary FAN: 803091      End-User FAN:  
 Bid Number: 011223      Bid Item #: 01  
 PG Number:

#### Configuration Information

PEG: 1SA  
 Primary Color: GAZ - Summit White  
 Engine: L8T - Engine, 6.6L V8  
 Transmission: MYD - Transmission, 6-speed automatic, heavy-duty  
 Trim: H1T - Jet Black, Cloth seat trim  
 Emissions: FE9 - Emissions, Federal requirements  
 Requested TPW: 08/19/2019

Options: 9J4, A52, AU3, B30, DBG, FE9, G80, G9Y, GT4, IOR, K34, K47, KW7, L8T, MYD, N2N, P03, PYW, Q00, R8D, SFW, U01, V46, V76, VK3, VQ2, ZLQ, ZW9

- Hide Descriptions      MSRP      None
- 9J4 : Bumper, rear, delete
- A52 : Seats, front 40/20/40 split-bench (no storage)
- AU3 : Door locks, power
- B30 : Floor covering, color-keyed carpeting
- DBG : Mirrors, outside power-adjustable vertical trailing
- FE9 : Emissions, Federal requirements
- G80 : Differential, heavy-duty locking rear
- G9Y : GVWR, 14,000 lbs. (6350 kg)
- GT4 : Rear axle, 3.73 ratio

29

- IOR : Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo
- K34 : Cruise control, steering wheel-mounted
- K47 : Air filter, high-capacity
- KW7 : Alternator, 170 amps
- L8T : Engine, 6.6L V8
- MYD : Transmission, 6-speed automatic, heavy-duty
- N2N : Fuel tank, front and rear, 63.5 gallon (240 liters)
- P03 : Wheel trim, painted center caps
- PYW : Wheels, 17" (43.2 cm) painted steel
- QQO : Tires, LT235/80R17E all-season highway, blackwall
- R8D : Processing Option
- SFW : Back-up alarm calibration.
- U01 : Smoked Amber LED roof marker, (LED)
- V46 : Bumper, front chrome lower
- V76 : Recovery hooks, front, frame-mounted, Black
- VK3 : License plate kit, front
- VQ2 : Fleet Processing Option
- ZLQ : Fleet Convenience Package \$1,250.00
- ZW9 : Body, Chassis Cab

▶ Save in Stored Configurations

CANCEL      BACK

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GM Pricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice. The GSA Price Level is for GM use only.

Order Workbench: [FAQs](#) [Site Map](#)

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[Fleet] 2020 Chevrolet Silverado 3500HD (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck

**Selected Model and Options**

**MODEL**

CODE	MODEL	MSRP
CC31003	2020 Chevrolet Silverado 3500HD 2WD Reg Cab 146" WB, 60" CA Work Truck	\$34,400.00

**COLORS**

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

**PREFERRED EQUIPMENT GROUP**

CODE	DESCRIPTION	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00

**SPARE TIRE**

CODE	DESCRIPTION	MSRP
9L3	Spare tire delete. Deletes the spare tire and wheel. (STD)	\$0.00

**SEAT TYPE**

CODE	DESCRIPTION	MSRP
A52	Seats, front 40/20/40 split-bench (no storage) (STD)	\$0.00

**ADDITIONAL EQUIPMENT - INTERIOR**

CODE	DESCRIPTION	MSRP
AED	Window, power front, passenger express down (On Regular Cab model, included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	Inc.
AQQ	Remote Keyless Entry, with 2 transmitters (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	Inc.
AU3	Door locks, power (On Regular Cab models, included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	Inc.
AXG	Window, power front, drivers express up/down (On Regular Cab model, included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	Inc.
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.

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[Fleet] 2020 Chevrolet Silverado 3500HD (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck

**ADDITIONAL EQUIPMENT - EXTERIOR**

CODE	DESCRIPTION	MSRP
DBG	Mirrors, outside power-adjustable vertical trailing with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	Inc.
V46	Bumper, front chrome	\$100.00

**ADDITIONAL EQUIPMENT - PACKAGE**

CODE	DESCRIPTION	MSRP
ZLQ	WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) Cruise Control and (DBG) power trailer mirrors with heated upper glass and manual extending/folding, (AXG) power windows, express up/down driver, (AED) power windows, express down passenger and (AU3) power door locks (Requires Fleet or Government order. Not available with (PCV) WT Convenience Package.)	\$1,250.00

**EMISSIONS**

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

**PAINT**

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

**AXLE**

CODE	DESCRIPTION	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00

**SEAT TRIM**

CODE	DESCRIPTION	MSRP
H2G	Jet Black, Vinyl seat trim	\$0.00

**RADIO**

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	\$0.00

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[Fleet] 2020 Chevrolet Silverado 3500HD (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck

**ENGINE**

CODE	DESCRIPTION	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00

**TRANSMISSION**

CODE	DESCRIPTION	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)	\$0.00

**TIRES**

CODE	DESCRIPTION	MSRP
QQO	Tires, LT235/80R17E all-season highway, blackwall (STD)	\$0.00

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Options Total **\$1,350.00**

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[Fleet] 2020 Chevrolet Silverado 3500HD (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck

## Standard Equipment

### Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Differential, heavy-duty locking rear

Air filter, high-capacity

Air filtration monitoring

Rear wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Recovery hooks, front, frame-mounted, Black (Not included when (VQY) Chrome recovery hooks, LPO is ordered.)

Body, Chassis Cab

Frame, fully-boxed, hydroformed front section and an open "C" rear section

GVWR, 14,000 lbs. (6350 kg)

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Fuel tank, front and rear, 63.5 gallon (Late Availability.)

Capped Fuel Fill

### Exterior

Tires, LT235/80R17E all-season highway, blackwall (STD)

Spare tire delete. Deletes the spare tire and wheel. (STD)

Wheels, 17" (43.2 cm) painted steel

Dual Rear Wheels

Wheel trim, painted center caps

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[Fleet] 2020 Chevrolet Silverado 3500HD (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck

**Exterior**

Bumpers, front, Black

Moldings, beltline, Black

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

Lamps, Smoked Amber roof marker, (LED)

Lamps, cargo area, cab mounted integrated with center high mount stop lamp with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Mirror caps, Black

Glass, solar absorbing, tinted

Door handles, Black grained

**Entertainment**

Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 2-speakers (Requires Regular Cab model.)

Bluetooth for phone, connectivity to vehicle infotainment system

**Interior**

Seats, front 40/20/40 split-bench (no storage) (STD)

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Floor covering, rubberized-vinyl

Steering column, Tilt-Wheel, manual with wheel locking security feature

Steering wheel, urethane

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Brake lining wear indicator

Windows, manual (Requires Regular Cab model.)

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[Fleet] 2020 Chevrolet Silverado 3500HD (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck

**Interior**

Door locks, manual (Requires Regular Cab model.)

Power outlet, front auxiliary, 12-volt

USB port, located on instrument panel

Air conditioning, single-zone

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Back-up alarm calibration. This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting

**Safety-Mechanical**

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

**Safety-Exterior**

Daytime Running Lamps with automatic exterior lamp control

**Safety-Interior**

Airbags Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

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[Fleet] 2020 Chevrolet Silverado 3500HD (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck

## WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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[Fleet] 2020 Chevrolet Silverado 3500HD (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck

Window Sticker

SUMMARY

[Fleet] 2020 Chevrolet Silverado 3500HD (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck

MSRP:\$34,400.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, 6-speed automatic, heavy-duty

OPTIONS

CODE	MODEL	MSRP
CC31003	[Fleet] 2020 Chevrolet Silverado 3500HD (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck	\$34,400.00
<b>OPTIONS</b>		
1WT	Work Truck Preferred Equipment Group	\$0.00
9L3	Spare tire delete.	\$0.00
A52	Seats, front 40/20/40 split-bench	\$0.00
AED	Window, power front, passenger express down	Inc.
AQQ	Remote Keyless Entry, with 2 transmitters	Inc.
AU3	Door locks, power	Inc.
AXG	Window, power front, drivers express up/down	Inc.
DBG	Mirrors, outside power-adjustable vertical trailering	Inc.
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo.	\$0.00
K34	Cruise control, electronic	Inc.
L8T	Engine, 6.6L V8	\$0.00
MYD	Transmission, 6-speed automatic, heavy-duty	\$0.00

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[Fleet] 2020 Chevrolet Silverado 3500HD (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck

QQO	Tires, LT235/80R17E all-season highway, blackwall	\$0.00
V46	Bumper, front chrome	\$100.00
ZLQ	WT Fleet Convenience Package	\$1,250.00
<b>SUBTOTAL</b>		<b>\$35,750.00</b>
	Adjustments Total	\$0.00
	Destination Charge	\$1,595.00
	<b>TOTAL PRICE</b>	<b>\$37,345.00</b>

**FUEL ECONOMY**

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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**DRAFT Minutes**  
**Board of Public Works Meeting**  
**Tuesday, September 24, 2019 at 7:00 p.m.**  
**Jackson Village Hall**  
**N168 W20733 Main Street**

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

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

Members present: Brian Heckendorf, Dan Leonard, Tr. Lippold, Tr. Malcolm and Gloria Teifke

Member absent: Sarah Malchow

Also present: Tr. Kurtz

Staff present: Brian Kober, John Walther and Jilline Dobratz.

**2. Approval of the Board of Public Works Minutes of August 27, 2019.**

Motion by Brian Heckendorf, second by Gloria Teifke to approve the Board of Public Works minutes of August 27, 2019.

Vote: 6 ayes, 0 nays. Motion carried.

**3. Limited Water Service Study.**

Brian Kober commented the study is currently being reviewed.

Motion by Chair Olson, second by Tr. Lippold to refer the Limited Water Service Study to the October meeting agenda.

Vote: 6 ayes, 0 nays. Motion carried.

**4. Pay Request #3 (Final) – 2018 Utility Improvements Project – Vinton Construction, Inc.**

Brian Kober reviewed the final payment for the projects; lowering the water main on County Trunk Highway P, water main installation on Highland Road, storm sewer project on Stonehedge Drive and sanitary sewer on Sherman Road. There are no outstanding items.

Motion by Chair Olson, second by Tr. Malcolm recommend Budget & Finance and Village Board approve Pay Request #3 (Final) – 2018 Utility Improvements Project – Vinton Construction, Inc. in the amount of \$88,048.87.

Vote: 6 ayes, 0 nays. Motion carried.

**5. Pay Request #5 (Final) – Ridgeway Dr Reconstruction Project – Vinton Construction, Inc.**

Brian Kober reported \$26,293.53 was being held for the landscaper to return. The grass has taken, and it looks much nicer than it did this Spring. One driveway has to be paved on Thursday and then the project will be complete. Dan Leonard commented on sidewalk that needs to be replaced. Brian Kober stated that is outside the contract and he will make contact. Dan Leonard inquired on the traffic control amounts. Brian Kober stated they are for the barricades for the two projects. Dan Leonard questioned why the final price was higher than the bid price. Brian Kober explained there was extra work done and the change orders were approved during the process.

Motion by Brian Heckendorf, second by Dan Leonard recommend Budget & Finance and Village Board approve the final Pay Request #5 – Ridgeway Dr Reconstruction Project – Vinton Construction, Inc. in the amount of \$26,293.53.

Vote: 6 ayes, 0 nays. Motion carried.

**6. Review of Quotes for 2019 Jackson Water Utility Service Truck**

Brian Kober stated GMC started making one-ton chassis trucks again. Three businesses were solicited; Lynch Buick-West Bend, EVS-Saukville and Uptown Motors-Slinger. The lowest bid with the convenience package was \$26,518.40. This is a budgeted item for 2019. It is replacing a 11-year old truck, every 10 years the trucks are replaced. The old truck will be placed on Wisconsin Surplus for the best price. Dan Leonard inquired on purchasing a 2020 model compared to a 2019 model for a lower price. Brian Kober commented they had stopped production and there were no trucks.

Motion by Chair Olson, second by Tr. Lippold recommend Budget & Finance and Village Board approve the purchase from Uptown Motors for the 2019 Jackson Water Utility Service Truck in the amount of \$26,518.40.

Vote: 6 ayes, 0 nays. Motion carried.

**7. Discussion of Village Informational Signs.**

Brian Kober will contact the DOT and will have more information next month. Dan Leonard commented on the large number of signs that are currently along the streets in the Village, something to keep in mind.

Motion by Chair Olson, second by Tr. Lippold to refer the Village Informational Signs to the October meeting.

Vote: 6 ayes, 0 nays. Motion carried.

**8. 2020 – Five (5) year Capital Improvements Project.**

Brian Kober presented the 2020 Five Year Capital Improvements Program. Discussion points included street resurfacing projects, pedestrian crossing signal lights, TIF projects and the water main project on Sherman Road.

**9. 2020 – Public Works Equipment Program.**

Brian Kober presented the 2020 Public Works Equipment Program. Discussion ensued on replacing trucks, improving the fleet and pursuing a possible trade of the Ballfield Groomer for a better model with the blade underneath the groomer instead of the blade in the back which digs down into the field when it's wet.

**10. 2020 Budget Presentation – Public Works, Water & Wastewater Utilities.**

Brian Kober presented the 2020 Public Works, Water & Wastewater Utilities Budget. He reported on a 2.73% budget increase for the Public Works portion and a 0% increase for Water & Wastewater Utilities.

**11. Director of Public Works Report.**

Brian Kober gave the report and reported Maplewood Farms is still dewatering the subdivision.

Tr. Lippold inquired on the results of the meeting on the old park-n-ride lot. Brian Kober will be speaking to Scott Schmidt of the Washington County Highway Department to find out what the outcome was.

Motion by Brian Heckendorf, second by Tr. Malcolm to place the Director of Public Works report on file.

Vote: 6 ayes, 0 nays. Motion carried.

**12. Citizens/Village Staff to Address the Board.**

None.

**13. Adjourn.**

Motion by Tr. Malcolm, second by Dan Leonard to adjourn.

Vote: 6 ayes, 0 nays. Meeting was adjourned 8:40 p.m.

Respectfully submitted,

Jilline Dobratz, *CMC/WCMC*  
Village Clerk

DRAFT



CONTRACT FOR A 2021  
MARKET UPDATE AND 100% VALUATION AND  
MAINTENANCE OF ASSESSMENT RECORDS

2020 - 2022

THIS AGREEMENT: by and between Grota Appraisals LLC, hereinafter called the "Assessor", and the Village of Jackson, Washington County, Wisconsin, hereinafter called the "Village".

WITNESSETH: the Assessor and the Village for the compensation stated herein, agree as follows:

ARTICLE I

SCOPE OF WORK: the Assessor, having familiarized himself with the local conditions affecting the cost of the work to be done, and the Standard Specifications for the Annual Maintenance of Real and Personal Property Records in the State of Wisconsin pursuant to Chapter 70, Wisconsin State Statutes, hereby agrees to perform everything required to be performed and to complete in a professional manner everything required to be completed to comply with State Statutes regarding the assessment of Real and Personal Property on behalf of the Village and in accordance with the General Agreements as stated in Article Three of this contract.

ARTICLE II

COMPENSATION: the Village shall pay to the Assessor for the performance of the contract the following compensation of \$97,380 (Ninety Seven Thousand Three Hundred Eighty Dollars), such amount to be paid as follows: (\$59,400 Annual Services, \$28,980 Market Update, \$9,000 100% Annual Valuation)

2020-2022 - \$32,460 annually

\$2,705 per month

### ARTICLE III

#### GENERAL AGREEMENTS:

- 1) The contract shall begin January 1, 2020 and end December 31, 2022, provided that the Contract continues thereafter for purposes of completing the Board of Review and other appeal processes applicable to assessments made during the term.
- 2) All normal duties and functions of the Assessor as described and set forth in the Wisconsin State Assessors Manual, including required meetings, will be performed in a timely manner, and in accordance with the Chapter 70 Laws of the State.
- 3) All services requested over and above the normal yearly assessment functions will be charged extra at a mutually agreed upon rate which shall be subject to a separate written addendum to this Agreement that is entered before such work is performed. Nothing in this subsection shall limit or reduce the Assessor's performance obligations of this Contract or increase the compensation therefore.
- 4) The Assessor will provide his own equipment, work space, storage and security of records while in his possession.
- 5) The Assessor shall provide proof of at least \$1,000,000 in general liability, records liability, automobile liability, and statutory amount of worker's compensation insurance and must name the Village as an additional insured.
- 6) The Assessor is to be considered an Independent Contractor hired to fill an Appointed Statutory Position, and is not subject to withholding tax, insurance programs or benefits.
- 7) Implement use value to assure fair and equal treatment of lands used for agricultural purposes regardless of parcel size.
- 8) Assessor will maintain an assessment ratio as determined by the WI Department of Revenue of at least 95% and no higher than 105% annually for the duration of this contract

SUBMITTED TO THE VILLAGE OF JACKSON THIS 3<sup>RD</sup> DAY OF  
OCTOBER, 2019

  
\_\_\_\_\_  
Michael L. Grota

ACCEPTANCE BY VILLAGE:

The above contract, terms and general agreements are hereby accepted, this  
\_\_\_\_ day of \_\_\_\_\_, 2019

BY GOVERNING BODY OF THE VILLAGE OF JACKSON

ATTEST:

Authorized Official Signatures and Titles:

\_\_\_\_\_  
Administrator

NOTARY OR  
VILLAGE SEAL

\_\_\_\_\_  
Clerk

September 6, 2019

Memorandum

From: Grota Appraisals

To: Village Board

Dear Village Board Members,

During the past few years many changes have been made where Assessors statewide must add even more duties to their already long list of responsibilities. Although most of the changes are small when measured individually, the accumulation of these changes makes an impact on our business.

Grota Appraisals continues to work diligently to maintain a high level of service while performing assessment services. In performing annual assessments we will continue to make every effort to arrange for the interior inspection of new construction and properties with a permit taken out for an interior change. Others in our industry have taken another path in an effort to conserve resources and do not actually physically view properties, a mistake in my opinion. Some just change the assessments according to the information on the building permit. This data is not always accurate as many projects change from their initial scope, some are never started or take years to complete. This leads to very sloppy and inaccurate assessments. Following the USPAP reporting requirements, Grota Appraisals will document using Market Drive CAMA software for all of the effort and considerations put forth each year in providing assessment services.

We feel it is very important at a time when most properties are once again seeing increases in value that the Assessor work with taxpayers to explain the situation and examine their concerns while being proactive in the analysis of the current trends within the community. Our contact with taxpayers and requests for property reviews have seen a decrease in the past year since the market seems to be rebounding after bottoming out. Educating taxpayers is always an important yet time consuming part of our job.

The Department of Revenue (DOR) is also going through major changes that have impacted communities and the way they and their Assessors process information in the annual reporting required by law. As DOR staff has dwindled, the DOR is passing unfunded mandates/requirements onto local Communities and their Assessors. Several instances are: 1) The DOR has almost no in-depth review of reports such as the Assessors Final Report (MAR) and Tax Incremental District reports (TAR). 2) The processing of sales information has fallen onto the assessor to enter a myriad of home amenity data for all sales directly to the DOR website (this was previously performed by DOR staff internally).

## **History of Assessment Services Contracts in the Village of Jackson**

### 1970's

Don Peters and Robert Grota were hired by the Village

### 1980

Robert Grota took over sole responsibility for the Village

### 1984

Michael Grota joined his father in the assessment business

### 1999

Robert Grota retires, Mike takes the lead in handling Village business

### 2000's

2008 – the Village of Jackson renewed the annual contract with Grota Appraisals for the amount of \$13,000 (2,155 Improved Parcels)

2011 - the Village of Jackson renewed the annual contract with Grota Appraisals for the amount of \$13,800 (2,202 Improved Parcels)

2014 - the Village of Jackson renewed the annual contract with Grota Appraisals for the amount of \$13,800 (2,251 Improved Parcels)

2017 - the Village of Jackson renewed the annual contract with Grota Appraisals for the amount of \$16,500 ( 2,326 Improved Parcels)

Grota Appraisals has performed revaluations for the Village of Jackson in each of these years;

1986

1994

2001

2006

2010

2014

2017

Most people including many Village Board members are not aware of what an Assessor does, I encourage you to read the following publication for Municipal Officials

- Property Assessment Guide for Municipal Officials  
<https://www.revenue.wi.gov/DOR%20Publications/pb062.pdf>
- WPAM (WI Property Assessment Manual)  
<https://www.revenue.wi.gov/Documents/wpam19.pdf>  
the WPAM is the Assessors bible and is required to be followed.

The cost of business has gone up since 2007, the following are costs that Grotta Appraisals absorbs and are included in its annual contract are;

- All employee compensation, salary & bonus
- Employee expenses, Health insurance, Vehicle reimbursement, Retirement funding
- CAMA software to digitally managed the assessment roll and all recorded assets of each and every piece of real estate, personal property and Mobile Home in the Town
- Assessor and Staff certification & training
- Maintaining an independent workplace, an office outside of Town Hall
- Business Insurance

The function of Assessor entails the need for a broad knowledge of real estate, real estate law, computers, technology including software and networks.

While we may have been able to hold down costs as technology has saved some time and the workload was smaller in the “great recession” years, all costs have risen and the need for Grotta Appraisals to increase costs is now.

The Village of Jackson is well aware that finding and retaining qualified individuals is difficult in the current environment, it is no different in the assessment business. If you want quality people to perform well delivering a quality product it will simply cost more now and in the future.

The Village of Jackson might consider contacting the Village of Hartland or the City of Mequon, they are one of our newer clients, and both communities selected us for the second time as they ventured away for a number of years seeking the expectation of equal service at a lower price. It is impossible to provide equal or greater work product and service at a lower cost, unless someone will work for less dollars per hour, (doubtful) the only other option is to do less work (probable). 70-75% of our expenses are employee related.

The team at Grota Appraisals likes what it does and it shows. Each and every person has a high expectation of themselves and all other associates. The result of our diligence is the quality of our work product, it is unmatched by our competitors.

**These major issues were signed into law in the recent past. The following is a brief summary of these issues:**

#### Dark Store Theory

The attack on commercial property values continues, it takes a great amount of time to work thru the issues of a specific property typically with an agent that is representing a property owner. Largely we have been able to eliminate appeals at Board of Review and beyond without a change in the assessed value.

In the past only large national stores were making appeals using this approach. Walgreens, Target, Walmart and others have tested the waters and used leverage in the court system to gain favorable assessments. In recent years smaller retail and industrial properties have joined in the act. There is a tremendous amount of time spent dealing with tax representatives looking for value changes. Grota Appraisals has enjoyed remarkable success in eliminating appeals without making adjustments to assessed value. There is proposed legislation that might help Municipalities fight this theory, surely crafty attorneys will look/find another way to keep the challenges coming.

#### Personal Property

Changes for 2018 were made to personal property, schedule "C" was exempted by the legislature. While the intent seemed straight-forward, putting the exemption into practice created a great deal of discussion and many accountants representing business owners tried to move equipment from schedule "D" to schedule "C". In the past it did not matter which schedule it was reported as the depreciation schedules were identical. For 2018 it took considerable effort to audit submissions, seek additional information and reconcile to assure the assets were reported in the correct schedule.

### County Assessment

While 2017 was a quiet year on this topic, discussion at DOR and specific legislators is ongoing and many believe a proposal to change the delivery of assessed values will again be brought forward.

Grota Appraisals and its sister company Assessment Technologies have been aware of this proposal since first suggested, further we have been very active in addressing the strengths and weaknesses. While the proposal was removed from the 2016-17 budget bill, according to many legislators the idea will surface again in the coming months. We will continue to monitor any proposal that may surface and address the many items of concern that are important to a community like yours.

### Notifications in a Revaluation Year

The taxpayer notification of a change in a revaluation year has increased from 15 days prior to the BOR to 30 days before the BOR. This adds another consideration in the already complex job of setting up Open Book and BOR dates.

### AAR Required

Enhancements and further information and documentation are required each year. Although the report is intended to represent the Assessors work and measure the quality and thoroughness of an individual's work, little if anything is done to hold an Assessor accountable to the well documented standards. DOR refuses to hold Assessors not performing the duties to at least the minimum standard accountable. This hurts the profession and most of all does not accurately provide for measureable uniform and equitable standards to be met.

Since 2015 the Annual Assessors Report is now required for each assessment jurisdiction. Each year the DOR makes a great many changes to this report trying to gather more information. This report which averages 90-110 pages takes time to create and any changes add to the Assessor workflow throughout the year. This report is intended to show the Assessors' work to the individual community, DOR and any other interested party. Grota Appraisals goes above and beyond by not only filling out the report, but including absolute support for the work performed which is taken right from our body of work.

### Digital Records

Grota Appraisals is a leader in the complete digitization of assessment records. Each year and in every community the assessment records are updated and with the use of audit reports updates and corrections are made to attain a detailed quality digital record for all properties in every community.

In 2014 the DOR required that all property records and photos be in a digital format. We abided by this requirement as exterior or interior revaluations were performed.

### Paperless Reporting to DOR

While this might not sound like added work, it has significantly changed the process of data entry and added hidden costs. CAMA software needed to be changed to the stringent requirements of the DOR in a short period of time. Reports from the CAMA program were compiled and then exported to the DOR website. This added time and cost without any benefit to the Assessor.

### USPAP and the AAR

USPAP reporting requires the Assessor to narrate the details of your community, the philosophy and value considerations for all property types and locations. This is no small undertaking and is now required for all communities state-wide. Although Grota Appraisals conforms to these standards, it must now substantiate how we do this in the form of a detailed narrative document called the Annual Assessors Report (AAR) which is given to both the municipality and the DOR for one assessment jurisdiction.

### Use Value and Conversion Fee

Use Value continues to be a problem, the application to include all lands that qualify under program guidelines is a constant struggle. With no application requirement it is difficult to track all 23,000 acres in each town. As a member of WAAO's Rural Concerns sub-committee we have been working towards a solution where an application form would be filled out by all landowners who wish to be included in Use Value.

A list of properties is compiled in which a conversion fee will be issued for those landowners changing the use of their property from agricultural to developed lands or lands that support a building. This list is sent to the County Treasurer to calculate and issue the conversion fee to the respective party. Once collected, 50% of the conversion fee amount will be distributed to the local municipality. The DOR now requires that the Assessor report this within 2 weeks of the conclusion of the Board of Review.

Questions pertaining to Use Value and the conversion fee are taking a greater amount of time than originally anticipated. In most cases our office hears from both the current and prior owner and many times agents for these parties as well. This year we are hoping that all parties are more knowledgeable than last year as to the ramifications of Use Value and the resulting conversion fee.

### Personal Property

Grota Appraisals continues its commitment to assure personal property accounts as listed in the assessment roll are accurate and to the best of our knowledge is complete. Our Assessors drive through each municipality verifying existing businesses and look for new/or closed businesses. We do ask for the help of the Clerk to review our preliminary roll, as an extra set of eyes helps to perfect the assessment roll with our goal of collecting all accounts as valued.

### Undeveloped & Agricultural Forest

This was created as an adjunct to Use Value, all acres classified as Undeveloped received a 50% reduction in their assessment. Lands classified as woods could also receive a 50% reduction in their assessment if these lands met the requirements as Agricultural Forest. (These are properties with identical ownership with land used agriculturally that also contain wooded lands or wooded lands contiguous to lands used agriculturally).

### Manufacturing Property

Thanks to the significant efforts of the Wisconsin Association of Assessing Officers (WAAO) the assessment of Manufacturing property is still a State function (until the next biennium). I was part of a special committee chosen to work with the Governor's aides to facilitate the transition to local assessment. After carefully weighing the facts, our committee made recommendations on how to reduce the Department of Revenue's budget without shifting the assessment of Manufacturing property to local municipalities.

Grota Appraisals, like your Village, must work towards doing business in the most efficient manner possible. This is especially important with the budget status of the State and local municipalities. With health and property insurance rates rising exponentially, vehicle prices increasing, gas prices continually changing and our good employees expecting wage increases, municipalities and their contractors must find a way to accomplish all our functions without busting the budget. As if that were not enough, the growth-taking place in your municipality and the increased workload make the task even more difficult. Any increase in fees is far less than the rate of inflation plus the percent increase in new parcels.

I believe that Grota Appraisals has done a great job containing costs, growing the knowledge of its staff and using cutting edge technology to perform the necessary assessment functions. Our staff is highly experienced and most of our employees have been with Grota Appraisals in excess of 13-years. This longevity provides an in-depth history with your municipality that cannot be duplicated. Also, no other Assessor has the experience we have in using the Market Drive assessment software to its fullest capacity. It is our goal to provide an environment where full time service is available at the cost of a part time position.

We look forward to a long prosperous relationship for many years to come.

Sincerely,

A handwritten signature in cursive script that reads "Michael L. Grota". The signature is written in black ink and is positioned above the typed name.

Michael L. Grota  
Grota Appraisals