AGENDA
BUDGET & FINANCE COMMITTEE MEETING
Tuesday, December 10, 2019 at 7:00 p.m.
N168 W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call

2. Approval of Minutes for the Budget & Finance Meeting of November 12, 2019

3. Approval of November 2019 Treasurer's Report and Check Register

4. Resolution #19-37 – Resolution Authorizing the Issuance and Sale of $2,025,000 General Obligation Promissory Notes, Series 2019C

5. Resolution #19-38 – Resolution Awarding the Sale of $6,350,000 General Obligation Public Safety Building Bonds, Series 2019D

6. Pay Request #2 – 2019 Chateau Dr & Hickory Ln Reconstruction Project

7. Change Orders 2, 3a & 3b – 2019 Jackson Park Alley Project

8. Pay Request #2 – 2019 Jackson Park Alley Project

9. Request #1 – Reimbursement of Offsite Improvement Laurel Springs

10. Review of Quote for Traffic Study of TIF #7 by SRF Consulting Group

11. Citizens to address the Budget & Finance Committee

12. 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.

It is possible that members of the Village Board may attend the above meeting. No action will be taken by any governmental body at this meeting other than the governmental body specifically referred to in this meeting notice. This notice is given so that members of the Village Board may attend the meeting without violating the open meeting law.

DRAFT MINUTES
Budget & Finance Committee Meeting
Tuesday, November 12, 2019 at 7:00 p.m.
Jackson Village Hall
N168 W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call

Pres. Schwab called the meeting to order at 7:00 p.m.
Members Present: Trustees Olson and Kurtz.
Village Board Member Present: Trustee Kruepke
Staff Present: Collin Johnson, Chief Swaney, Kelly Valentino, Chief Vossekuil, John Walther and Jilline Dobratz.
Also Present: Phil Cosson and Jonathan Schatz, Ehlers

2. Approval of minutes for the Budget & Finance meeting of October 8, 2019

Motion by Pres. Schwab, second by Tr. Olson to approve the Budget & Finance minutes of October 8, 2019.
Vote: 2 ayes, 0 nays. Motion carried.

Trustee Kurtz arrived at 7:01 p.m. after Item #2.

3. Approval of the October 2019 Treasurer's Report and Check Register

The October Treasurer's Report and Check Register were reviewed.
Motion by Tr. Olson, second by Pres. Schwab to approve the October 2019 Treasurer's Report and Check Register as presented.
Vote: 3 ayes, 0 nays. Motion carried.

4. Resolution #19-28 – Providing for the Sale of $2,025,000 General Obligation Promissory Notes, Series 2019C

Phil Cosson of Ehlers gave background information and reviewed the three resolutions. They work closely with Quarles & Brady, the Village's bond attorney. Anytime debt is issued for a municipal building it has to be a note issue, not a bond issue. This is a municipal complex, it is required to breakout the Village Hall portion of it as a note and the bond issue is for the Fire and Police portion.
Motion by Pres. Schwab, second by Tr. Olson recommend Village Board approve Resolution#19-28 – Providing for the Sale of $2,025,000 General Obligation Promissory Notes, Series 2019C.
Vote: 3 ayes, 0 nays. Motion carried.

5. Resolution #19-29 Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed $6,350,000 for Fire and Police Safety Building.

Motion by Tr. Kurtz, second by Tr. Olson recommend Village Board approve Resolution #19-29 Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed $6,350,000 for Fire and Police Public Safety Building.

Vote: 3 ayes, 0 nays. Motion carried.

6. Resolution #19-30 – Providing for the Sale of $6,350,000 General Obligation Public Safety Building Bonds, Series 2019D.

Motion by Tr. Kurtz, second by Tr. Olson recommend Village Board approve Resolution #19-30 – Providing for the Sale of $6,350,000 General Obligation Public Safety Building Bonds, Series 2019D.
Vote: 3 ayes, 0 nays. Motion carried.

7. Pay Request #1 – 2019 Chateau Drive & Hickory Lane Reconstruction Project

Motion by Pres. Schwab, second by Tr. Olson recommend Village Board approve Pay Request #1 – 2019 Chateau Drive & Hickory Lane Reconstruction Project in the amount of $303,608.03.
Vote: 3 ayes, 0 nays. Motion carried.

8. Change Order #1 – 2019 Chateau Drive & Hickory Lane Reconstruction Project

Motion by Tr. Olson, second by Tr. Kurtz recommend Village Board approve Change Order #1 – 2019 Chateau Drive & Hickory Lane Reconstruction Project in the amount of $19,910.00.
Vote: 3 ayes, 0 nays. Motion carried.

9. Pay Request #1 – 2019 Jackson Park Alley Project

Motion by Tr. Olson, second by Pres. Schwab recommend Village Board approve Pay Request #1 – 2019 Jackson Park Alley Project in the amount of $130,306.16.
Vote: 3 ayes, 0 nays. Motion carried.

10. Citizens to address the Budget & Finance Committee

None.

11. Adjourn

Motion by Pres. Schwab, second by Tr. Kurtz to adjourn at 7:12 p.m.
Vote: 3 ayes, 0 nays. Motion carried.

Respectfully submitted:

Jilline Dobratz, *CMC/WCMC*
Village Clerk

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TREASURERS REPORT

(Depository Accounts)

November 30, 2019

	BALANCE 10/31/2019	BALANCE 11/30/2019
GENERAL:		
GENERAL CHECKING	$790,457.50	$568,810.58
DEC 2019 BORROWS	$0.00	$0.00
JUNE 2019 BORROWS	$0.00	$132,096.17
PARK FEES	$237,592.18	$237,926.78
FIRE/RESCUE RESERVE	$6,103.27	$6,111.87
EMS FUNDING ESCROW	$6,176.08	$6,184.78
HIPAA ACCOUNT	$713,240.03	$733,060.40
CREDIT CARD ACCOUNT	$13,748.45	$42,726.48
POLICE & FIRE IMPACT FEES	$281,496.80	$256,384.58
ANTIQUE FIRE TRUCK	$4,983.85	$4,983.85
MONEY MARKET	$4,830,254.93	$3,632,091.61
TOTAL GENERAL	**$6,884,053.09**	**$5,620,377.10**
WATER UTILITY:		
WATER SPECIAL REDEMPTION FUND	$888.09	$0.75
WATER UTILITY DEPRECIATION FUND	$22,702.72	$22,734.69
WATER UTILITY RESERVE	$118,042.80	$118,209.04
WATER IMPACT FEES	$73,560.27	$73,663.86
TOTAL WATER UTILITY	**$215,193.88**	**$214,608.34**
SEWER UTILITY:		
SEWER DEPRECIATION FUND	$5,708.96	$5,717.00
SEWER UTILITY RESERVE	$73,721.63	$73,825.45
DNR REPLACEMENT FUND	$887,485.12	$888,734.95
SEWER SPECIAL REDEMPTION FUND	$2,482.12	$2,485.62
SO. INTERCEPTOR IMPACT FEE	$51,609.77	$51,682.45
SEWER SERVICE FEES	$1,968,030.25	$1,970,801.80
TOTAL SEWER UTILITY	**$2,989,037.85**	**$2,993,247.27**
GRAND TOTAL:	**$10,088,284.82**	**$8,828,232.71**

GENERAL VILLAGE CHECKING Accounting Checks

Posted From: 11/01/2019 From Account:
Thru: 11/30/2019 Thru Account:

Check Nbr	Check Date	Payee	Amount
99339	11/06/2019	B&L GRAPHIC SOLUTIONS BUSINESS CARDS / D RATHKE / WATER	32.00
99340	11/06/2019	BEHAN, SONYA OCT 12-26, 2019 CLASSES / REC	75.00
99341	11/06/2019	CEDAR CORPORATION PUBLIC SAFETY,MODER BLDGS / OCT 2019	25,726.25
99342	11/06/2019	CINTAS FIRE 636525 BATTERIES, INSPECTIONS / REC	427.80
99343	11/06/2019	CITY OF HARTFORD FRAMED CHIEF PATCHES / JPD	20.00
99344	11/06/2019	CLOTHES CLINIC, INC. MATS / V HALL	62.69
99345	11/06/2019	CONLEY MEDIA, LLC OCT NOTICES & EVENT ADS	778.96
99346	11/06/2019	EISEN'S LED'S LLC ORDER #20163050 / LIGHT BAR,BRACKETS/JPD	1,287.26
99347	11/06/2019	EQUAL RIGHTS DIVISION OCT 2019 WORK PERMITS	7.50
99348	11/06/2019	FIT4YOU, LLC FITNESS CLASSES / OCT 7-28,2019 / REC	135.00
99349	11/06/2019	FORWARD HEALTH CASE #382972 / O. NIEMI / CALL #19-0358	1,345.00
99350	11/06/2019	GERKE, KARIE E. OCT 1-22, 2019 CLASSES / REC	140.00
99351	11/06/2019	GOSCHEY MECHANICAL INC. SLUDGE BOILER SRV / WWTP	230.00
99352	11/06/2019	IVERSON, WENDY M OCT 1-DEC 10, 2019 CLASSES / REC	450.00
99353	11/06/2019	JAHN, RACHELLE OCT 28-NOV 18, 2019 LESSONS / REC	132.00
99354	11/06/2019	KETTLE MORAINE FSC SKATING LESSONS / SESSION 2 / REC	424.00
99355	11/06/2019	MAJESKY, KENDRA OCT 10-31, 2019 CLASSES / REC	28.00
99356	11/06/2019	MASTER PRINTWEAR YOUTH DANCE SHIRTS / REC	280.00
99357	11/06/2019	MENARDS - WEST BEND MISC TOOLS,SUPPLIES,RETURN / WWTP	569.37

GENERAL VILLAGE CHECKING Accounting Checks

Posted From: 11/01/2019 From Account:
Thru: 11/30/2019 Thru Account:

Check Nbr	Check Date	Payee	Amount
99358	11/06/2019	NAPA AUTO PARTS MASTER BATTERY SWITCH / #1291 / JFD	44.89
99359	11/06/2019	OFFICE COPYING EQUIPMENT LTD ACCT #6779665 / OCT COPIES,LEASE / REC	330.60
99360	11/06/2019	OFFICE DEPOT ACCT #42573612 / SUPPLIES / REC	74.30
99361	11/06/2019	PIEPER ELECTRIC, INC. MISC SERVICE / WWTP,WATER,ST LIGHTS	4,893.64
99362	11/06/2019	PROS 4 TECHNOLOGY, INC. NOV 2019 / V HALL,REC	1,146.19
99363	11/06/2019	REDMAN, DIANE OCT 23-NOV 27 CLASSES / REC	150.00
99364	11/06/2019	REGISTRATION FEE TRUST PARKING TICKET SUSPENSIONS / JPD	50.00
99365	11/06/2019	REICH, GREGORY OCT 31-NOV 21, 2019 CLASSES / REC	56.00
99366	11/06/2019	SABEL MECHANICAL LLC INSTALL EQUIP FOR CLARIFIER / WWTP	16,720.21
99367	11/06/2019	SCOUT TROOP #765 2019 GHOUL GALA CLEAN UP / REC	150.00
99368	11/06/2019	SIRCHIE FINGER PRINT LABORATORIES APPLICATOR SWABS / JPD	13.67
99369	11/06/2019	STAUDY, MEGAN REFUND CC PAYMENT / ACCT #999-5229	209.71
99370	11/06/2019	STREICHER'S INC. SHIRTS / JPD	109.98
99371	11/06/2019	TENNIES ACE HARDWARE INC. ACCT #78777 / OCT 2019 / JPD	14.98
99372	11/06/2019	TRANSCENDENT TECHNOLOGIES 2020 TAX & PET LICENSING FEE	811.00
99373	11/06/2019	VILLAGE MART ACCT #JPOLIC / OCT 2019 / JPD	1,222.41
99374	11/06/2019	WE ENERGIES GROUP BILL #0400-824-339 / OCT 2019	29,796.19
99375	11/06/2019	WILLIAM/REID GEAR REDUCER / WWTP	2,986.33
99376	11/06/2019	XEROX CORPORATION ACCT #718212004 / OCT 2019 / ADMIN	205.02

GENERAL VILLAGE CHECKING Accounting Checks

Posted From: 11/01/2019 From Account:
Thru: 11/30/2019 Thru Account:

Check Nbr	Check Date	Payee	Amount
99377	11/06/2019	YAHR OIL CO. MOBIL GEAR 600,EXTRA DUTY / WWTP	206.15
99378	11/12/2019	WASHINGTON COUNTY TREASURER DOG LICENSE #7451-8023	2,021.00
99379	11/15/2019	ADVANCE AUTO PARTS DPW & JFD ACCTS / OCT 2019	515.86
99380	11/15/2019	ADVANCED DISPOSAL ACCT #E1011086 / OCT 2019	35,992.36
99381	11/15/2019	AIR ONE EQUIPMENT INC CREDIT,FOAM,GLASSES,HOSE REPAIR / JFD	724.55
99382	11/15/2019	AIRGAS USA, LLC OXYGEN CYL RENT / OCT 2019 / JFD	66.56
99383	11/15/2019	AMAZON CAPITAL SERVICES CABLES / JPD	18.03
99384	11/15/2019	AT&T STREETS,REC ACCTS	273.95
99385	11/15/2019	BURKE TRUCK & EQUIPMENT ROD,SEAL KIT / STREETS	530.21
99386	11/15/2019	CATERING BY BRYAN, INC. DEC 12, 2019 SENIOR XMAS PARTY / REC	500.00
99387	11/15/2019	CEDAR CORPORATION SPRUCE,CHATEAU,RIDGEWAY / OCT 2019	25,839.12
99388	11/15/2019	CENTURY LINK ACCT #85419756 / ADMIN	49.81
99389	11/15/2019	CHARTER COMMUNICATIONS JPD & JFD ACCTS	199.22
99390	11/15/2019	CINTAS CORP FIRST AID SUPPLIES / DPW	85.19
99391	11/15/2019	CONLEY MEDIA, LLC ACCT #314997 / 2020 SUBSCRIPTION	164.00
99392	11/15/2019	DIGGERS HOTLINE INC. OCT 19 TICKETS / WATER,WWTP	177.11
99393	11/15/2019	EHLERS TID 4,5,7 REPORTING	18,200.00
99394	11/15/2019	EMERGENCY MEDICAL PRODUCTS, INC. MED SUPPLIES / JFD	390.79
99395	11/15/2019	EWALD'S HARTFORD FORD, LLC INSTALL SPOT LIGHTS / JPD	1,892.00

GENERAL VILLAGE CHECKING Accounting Checks

Posted From: 11/01/2019 From Account:
Thru: 11/30/2019 Thru Account:

Check Nbr	Check Date	Payee	Amount
99396	11/15/2019	EXPRESS NEWS ACCT #7076 / NOV EVENT ADS / REC	330.00
99397	11/15/2019	FOREMOST PROMOTIONS PENCILS,RULERS,COLORING BOOKS / JPD	1,010.34
99398	11/15/2019	FOX BROTHER'S PIGGLY WIGGLY ACCT #1710 / OCT 2019 / REC	22.02
99399	11/15/2019	GENERAL COMMUNICATIONS, INC. CAR ADAPTER,REPROGRAM RADIOS / JPD,JFD	174.30
99400	11/15/2019	GRAINGER AIR REGULATOR / WWTP	111.40
99401	11/15/2019	GREAT-WEST DEFERRED COMP / 11-11-19 PAYROLL	2,025.00
99402	11/15/2019	GREATAMERICA FINANCIAL SVCS NOV 2019 COPIER LEASE / REC	123.00
99403	11/15/2019	GREMMER & ASSOCIATES, INC. SHERMAN,JACKSON PK,MISC ENG / OCT 2019	11,832.76
99404	11/15/2019	IAPE 2019 MEMBERSHIP DUES / JPD	50.00
99405	11/15/2019	INTERNATIONAL ASSOCIATION OF FIRE CHIEFS MEMBERSHIP DUES / JFD	240.00
99406	11/15/2019	JACKSON PROFESSIONAL POLICE ASSOCIATION UNION DUES / NOV 2019	432.00
99407	11/15/2019	JOHN BERES BUILDERS, INC REFUND PERMIT FEES / POSTPONED PROJECT	63,392.00
99408	11/15/2019	JOHNSON AND SONS PAVING BULK WATER,YARD PROJECTS / WATER	52,837.00
99409	11/15/2019	JOHNSON, COLLIN REIMBURSE MILEAGE,FOOD / BI CONFERENCES	280.06
99410	11/15/2019	KIECKBUSCH, TANYA RENTAL REFUND / REC	125.00
99411	11/15/2019	LABINSKI, CARRIE DEC 17, 2019 SENIOR XMAS PARTY / REC	100.00
99412	11/15/2019	LANGE ENTERPRISES, INC. REFLECTIVE TILES / BLDG INSPECT	615.86
99413	11/15/2019	LEMKE, DIANE UTILITY SERVICES FOR NOV 1-15, 2019	751.84
99414	11/15/2019	LENZ ELECTRIC MOTOR REPAIR LLC REWIND,BALL BEARINGS / WWTP	1,047.00

GENERAL VILLAGE CHECKING Accounting Checks

Posted From: 11/01/2019 From Account:
Thru: 11/30/2019 Thru Account:

Check Nbr	Check Date	Payee	Amount
99415	11/15/2019	LIESENER SOILS INC. LAWN & GARDEN / HICKORY PARK RESTORATION	420.50
99416	11/15/2019	LOCAL AD FACE LLC NOV 2019 ADVERTISING FEE / REC	387.00
99417	11/15/2019	LOOMANS, JESSICA REIMBURSE PHONE JAN-OCT 2019 / REC	350.00
99418	11/15/2019	MASTER PRINTWEAR ZIP SWEATSHIRTS / JFD	200.00
99419	11/15/2019	MENARDS - WEST BEND MISC SUPPLIES / CHATEAU DR,WWTP	231.19
99420	11/15/2019	NORTH SHORE BANK, FSB DEFERRED COMP / 11-11-19 PAYROLL	245.00
99421	11/15/2019	OFFICE DEPOT CLEANERS,LINERS / REC	52.78
99422	11/15/2019	PETTY CASH 12-3-19 SENIOR CARD CLUB PARTY / REC	100.00
99423	11/15/2019	PIEPER ELECTRIC, INC. INSTALL,WIRE FIRE ALARM PANEL / WWTP	2,882.29
99424	11/15/2019	PROS 4 TECHNOLOGY, INC. NOV 2019 / WWTP,WATER,JFD	1,138.00
99425	11/15/2019	REGISTRATION FEE TRUST 2019 RENEWAL / FLNG TRAILER / STREETS	77.50
99426	11/15/2019	RELIANT FIRE APPARATUS, INC. BODY DAMAGE REPAIR / 05 PIERCE / JFD	1,910.62
99427	11/15/2019	RURAL SANITATION INC. TRUCK CHARGE / WWTP	350.00
99428	11/15/2019	SABEL MECHANICAL LLC PUMP LIFTING BRACKET / WWTP	1,161.50
99429	11/15/2019	SAM'S CLUB/GEMB ACCT #7715 0901 1564 4957 / REC	167.74
99430	11/15/2019	SCHLOEMER LAW FIRM CLIENT #11387-000 / SUPREMACY CLAUSE	720.00
99431	11/15/2019	SECURIAN FINANCIAL GROUP, INC. POLICY #2832L-G / DEC 2019 / #009180	1,391.38
99432	11/15/2019	SHERWIN INDUSTRIES, INC. FIBER MIX / STREETS	146.30
99433	11/15/2019	SHRED-IT USA 10-28-19 SERVICE / V HALL,JPD	142.60

GENERAL VILLAGE CHECKING Accounting Checks

Posted From: 11/01/2019 From Account:
Thru: 11/30/2019 Thru Account:

Check Nbr	Check Date	Payee	Amount
99434	11/15/2019	SUPERIOR CHEMICAL CORPORATION DE-ICER / STREETS	1,470.92
99435	11/15/2019	U.S. CELLULAR DPW,JPD ACCTS	779.91
99436	11/15/2019	VALENTINO, KELLY REIMBURSE PHONE JAN-OCT 19 / REC	350.00
99437	11/15/2019	VILLAGE MART OCT 2019 / VILLAGE,JFD	3,282.05
99438	11/15/2019	VRANA FRAME & BODY SHOP, INC. ALIGNMENT / CHEVY 3500 / STREETS	70.00
99439	11/15/2019	WASHINGTON COUNTY CLERK #10 ENVELOPES / ADMIN	93.69
99440	11/15/2019	WATCH GUARD VIDEO REPAIR DVR / JPD	145.00
99441	11/15/2019	WENINGER, THOMAS H. REIMBURSE WORK BOOTS / STREETS	135.00
99442	11/15/2019	WEST BEND FIRE DEPT 3 OCT 2019 CALLS / JFD	900.00
99443	11/15/2019	WI SCTF GARNISHMENTS / 11-11-19 PAYROLL	459.68
99444	11/15/2019	WISCONSIN DEPT OF JUSTICE ACCT#L6707T / JULY,OCT 2019	147.00
99445	11/15/2019	WONDRA EXCAVATING MISC PROJECTS	750.00
99447	11/21/2019	AMAZON CAPITAL SERVICES NET,FRYER KIT,CABLE,PAPER,WIPES /REC,JPD	174.39
99448	11/21/2019	BADGER MATS LLC PRESTIGE LOGO 3'x5' / JPD	468.00
99449	11/21/2019	BMO HARRIS BANK N.A. ACCT #1656 / OCT 2019 STATEMENT	2,619.89
99450	11/21/2019	BUCK, LAURIE PROGRAM REFUND / REC	44.00
99451	11/21/2019	CHARTER COMMUNICATIONS ACCT #8245110560007580 / ADMIN	21.92
99452	11/21/2019	CLOTHES CLINIC, INC. MATS / V HALL	62.69
99453	11/21/2019	DOMINION TITLE & EXCHANGE SERVICES REFUND ADDRESS NUMBER FEES / BI	5,040.00

GENERAL VILLAGE CHECKING Accounting Checks

Posted From: 11/01/2019 From Account:
Thru: 11/30/2019 Thru Account:

Check Nbr	Check Date	Payee	Amount
99454	11/21/2019	FISHER, RENEE REIMBURSE PHONE / OCT 11-NOV 10 / REC	35.00
99455	11/21/2019	FRECHETTE, JAMES R. 2020 BUDGET ASSISTANCE / ADMIN	3,802.00
99456	11/21/2019	GENERAL COMMUNICATIONS, INC. DEPROGRAM RADIOS / JPD	40.00
99457	11/21/2019	INTEGRITY AUTO REPAIR MOUNT & BALANCE TIRES / JPD	46.25
99458	11/21/2019	JOHNSON CONTROLS FIRE PROTECTION LP FIRE ALARM MONITORING AGREEMENT / REC	457.94
99459	11/21/2019	LOOMANS, JESSICA REIMBURSE PHONE NOV 2019 / REC	35.00
99460	11/21/2019	MARTELLE WATER TREATMENT, INC. AQUA MAG BULK / WATER	1,627.04
99461	11/21/2019	MENARDS - WEST BEND GLOVES,FLAGS / STREETS,PARKS	171.59
99462	11/21/2019	TENNIES ACE HARDWARE INC. OCT 2019 / VILLAGE,JFD ACCTS	518.04
99463	11/21/2019	VALENTINO, KELLY REIMBURSE PHONE NOV 19 / REC	35.00
99464	11/21/2019	WEST BEND SCHOOL DISTRICT OCTOBER 2019 PARKING FEES	3,545.50
99465	11/21/2019	WESTBURY BANK 3.025M GO REFUND BOND / 12-1-19	25,955.50
99466	11/27/2019	GREAT-WEST DEFERRED COMP / 11-25-19 PAYROLL	2,025.00
99467	11/27/2019	HOLY TRINITY SCHOOL 2019 CHRISTMAS WREATHS	160.00
99468	11/27/2019	LEMKE, DIANE UTILITY SERVICES FOR NOV 16-30, 2019	751.84
99469	11/27/2019	NORTH SHORE BANK, FSB DEFERRED COMP / 11-25-19 PAYROLL	245.00
99470	11/27/2019	WI SCTF GARNISHMENTS / 11-25-19 PAYROLL	459.68
		Grand Total	383,480.36

GENERAL VILLAGE CHECKING Accounting Checks

Posted From: 11/01/2019 From Account:
Thru: 11/30/2019 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	104,009.15
Total Expenditure from Fund # 150 - HOTEL / MOTEL	1,578.48
Total Expenditure from Fund # 200 - WATER UTILITY	28,634.01
Total Expenditure from Fund # 300 - SEWER UTILITY	75,520.80
Total Expenditure from Fund # 500 - RECREATION-VILL/TOWN	8,585.74
Total Expenditure from Fund # 600 - CAPITAL PROJECT FUND	104,900.63
Total Expenditure from Fund # 650 - TID #5	1,550.00
Total Expenditure from Fund # 660 - TID #6	50.00
Total Expenditure from Fund # 670 - TID #7	18,142.50
Total Expenditure from Fund # 700 - DEBT SERVICE FUND	25,955.50
Total Expenditure from Fund # 800 - PARK FUND	5,920.00
Total Expenditure from Fund # 900 - FIRE & RESCUE	8,633.55
Total Expenditure from all Funds	383,480.36

RESOLUTION #19-37

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF $2,025,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2019C

WHEREAS, on November 12, 2019, the Village Board of the Village of Jackson, Washington County, Wisconsin (the "Village") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Promissory Notes, Series 2019C (the "Notes") for public purposes, including paying the cost of constructing the Village Hall portion of the Municipal Building (the "Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Village is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, pursuant to the Set Sale Resolution, the Village has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the Village, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on December 10, 2019;

WHEREAS, the Village Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on December 10, 2019;

WHEREAS, the Village has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the Village. Ehlers has recommended that the Village accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

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Section 1. Ratification of the Notice of Sale and Offering Materials. The Village Board hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the Village and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWO MILLION TWENTY-FIVE THOUSAND DOLLARS ($2,025,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2019C"; shall be issued in the aggregate principal amount of $2,025,000; shall be dated December 30, 2019; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on June 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2020. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on June 1, 2028 and thereafter are subject to redemption prior to maturity, at the option of the Village, on June 1, 2027 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the Village shall direct.**]**

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Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2019 through 2028 for the payments due in the years 2020 through 2029 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The Village hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the Village on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Notes coming due in 2020 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2019C, dated December 30, 2019" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by

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the Village at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the Village above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the

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date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate

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calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by [_____, _____, _____, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes] [the Village Clerk or Village Treasurer] (the "Fiscal Agent"). [The Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter a Fiscal Agency Agreement between the Village and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes].

Section 13. Persons Treated as Owners; Transfer of Notes. The Village shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

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Section 16. Payment of Issuance Expenses. The Village authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to Old National Bank at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 19. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

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Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded December 10, 2019.

_____
Michael E. Schwab
President

ATTEST:

_____
Jilline Dobratz
Village Clerk

(SEAL)

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EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

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EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

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EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

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EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

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EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

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[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on June 1, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on June 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on June 1, ____

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on June 1, ____

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on June 1, ____

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on June 1, ____

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)]

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EXHIBIT E

(Form of Note)

UNITED STATES OF AMERICA

REGISTERED STATE OF WISCONSIN DOLLARS

WASHINGTON COUNTY

NO. R-___ VILLAGE OF JACKSON $_____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2019C

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
June 1, _____	December 30, 2019	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS ($_____)

FOR VALUE RECEIVED, the Village of Jackson, Washington County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by **[**_____, _____, _____**]** OR **[**the Village Clerk or Village Treasurer**]** (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of $2,025,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of constructing the Village Hall portion of the Municipal Building, as authorized by a resolution adopted on December 10, 2019. Said resolution is recorded in the official minutes of the Village Board for said date.

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The Notes maturing on June 1, 2028 and thereafter are subject to redemption prior to maturity, at the option of the Village, on June 1, 2027 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such

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registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of $5,000 or any integral multiple thereof.

[This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.**]**

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

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IN WITNESS WHEREOF, the Village of Jackson, Washington County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF JACKSON
WASHINGTON COUNTY, WISCONSIN

By: _____
Michael E. Schwab
President

(SEAL)

By: _____
Jilline Dobratz
Village Clerk

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[Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the Village of Jackson, Washington County, Wisconsin.

_____
_____, _____

By_____
Authorized Signatory]

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ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

(Name and Address of Assignee)

_____

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____
(e.g. Bank, Trust Company
or Securities Firm)

_____
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

_____
(Authorized Officer)

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RESOLUTION #19-38

RESOLUTION AWARDING THE SALE OF $6,350,000 GENERAL OBLIGATION PUBIC SAFETY BUILDING BONDS, SERIES 2019D

WHEREAS, on November 12, 2019, the Village Board of the Village of Jackson, Washington County, Wisconsin (the "Village") adopted an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed $6,350,000 for the public purpose of paying the cost of construction of a combined fire and police safety building (the "Project") (the above-referenced initial resolution is referred to herein as the "Initial Resolution");

WHEREAS, on November 12, 2019, the Village Board of the Village also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bond issue authorized by the Initial Resolution be issued and sold as a single issue of bonds designated as "General Obligation Public Safety Building Bonds, Series 2019D" (the "Bonds") for the purpose of paying the cost of the Project;

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Village is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation bonds for such public purpose;

WHEREAS, pursuant to the Set Sale Resolution, the Village has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the Village, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on December 10, 2019;

WHEREAS, the Village Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on December 10, 2019;

WHEREAS, the Village has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the Village. Ehlers has recommended that the Village accept the Proposal. A copy of said Proposal

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submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Village Board now deems it necessary, desirable and in the best interest of the Village that the Bonds be issued in the aggregate principal amount of $_____.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Village Board hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the Village and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of SIX MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS ($6,350,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Public Safety Building Bonds, Series 2019D"; shall be issued in the aggregate principal amount of $6,350,000; shall be dated December 30, 2019; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on June 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2020. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on June 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the Village, on June 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

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[If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the Village shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2019 through 2038 for the payments due in the years 2020 through 2039 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The Village hereby appropriates from taxes levied in anticipation of the issuance of the Bonds, proceeds of the Bonds or other funds of the Village on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Bonds coming due in 2020 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously

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issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Public Safety Building Bonds, Series 2019D, dated December 30, 2019" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the Village above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously

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thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the

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officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by **[**_____, _____, _____, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes**]** **[**the Village Clerk or Village Treasurer**]** (the "Fiscal Agent"). **[**The Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter a Fiscal Agency Agreement between the Village and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds**]**.

Section 13. Persons Treated as Owners; Transfer of Bonds. The Village shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Village at the close of business on the Record Date.

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Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 16. Payment of Issuance Expenses. The Village authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to Old National Bank at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 19. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

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Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded December 10, 2019.

_____
Michael E. Schwab
President

ATTEST:

_____
Jilline Dobratz
Village Clerk

(SEAL)

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EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

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EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

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EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

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EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

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EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

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[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on June 1, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on June 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on June 1, ____

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on June 1, ____

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on June 1, ____

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on June 1, ____

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)]

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EXHIBIT E

(Form of Bond)

UNITED STATES OF AMERICA

REGISTERED STATE OF WISCONSIN DOLLARS

WASHINGTON COUNTY

NO. R-___ VILLAGE OF JACKSON $_____

GENERAL OBLIGATION PUBLIC SAFETY BUILDING BOND, SERIES 2019D

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
June 1, _____	December 30, 2019	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS ($_____)

FOR VALUE RECEIVED, the Village of Jackson, Washington County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by **[**_____, _____, _____**]** OR **[**the Village Clerk or Village Treasurer**]** (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of $6,350,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of construction of a combined fire and police safety building, as authorized by resolutions adopted on November 12, 2019 and

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December 10, 2019. Said resolutions are recorded in the official minutes of the Village Board for said dates.

The Bonds maturing on June 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the Village, on June 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolutions referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the Village appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a

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new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of $5,000 or any integral multiple thereof.

[This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.**]**

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

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IN WITNESS WHEREOF, the Village of Jackson, Washington County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF JACKSON
WASHINGTON COUNTY, WISCONSIN

By: _____
Michael E. Schwab
President

(SEAL)

By: _____
Jilline Dobratz
Village Clerk

DRAFT

[Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolutions of the Village of Jackson, Washington County, Wisconsin.

_____
_____, _____

By_____
Authorized Signatory]

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ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

(Name and Address of Assignee)

_____

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____
(e.g. Bank, Trust Company
or Securities Firm)

_____
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

_____
(Authorized Officer)

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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 2

	Application Period:	10/11/19 - 11/15/19	Application Date: 11/20/2019
To (Owner): Village of Jackson	From (Contractor):	Payne & Dolan, Inc.	Via (Engineer): Cedar Corporation
Project: Chateau Drive and Hickory Lane Reconstruction	Contract:		
Owner's Contract No:	Contractor's Project No:	205083	Engineer's Project No: 05789-0009

Application For Payment
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	$21,500.00	$1,590.00
TOTALS	$21,500.00	$1,590.00
NET CHANGE BY CHANGE ORDERS	**$19,910.00**	

1. **ORIGINAL CONTRACT PRICE**	$	**$873,842.00**
2. **Net change by Change Orders**	$	**$19,910.00**
3. **Current Contract Price (Line 1 ± 2)**	$	**$893,752.00**
4. **TOTAL COMPLETED AND STORED TO DATE (Column I total on Progress Estimates)**	$	**$735,660.95**
5. **RETAINAGE:**		
a. 5% X $735,660.95 **Work Completed**	$	**$36,783.05**
b. 5% X **Stored Material**	$	
c. **Total Retainage (Line 5.a + Line 5.b)**	$	**$36,783.05**
6. **AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)**	$	**$698,877.90**
7. **LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**	$	**$303,608.03**
8. **AMOUNT DUE THIS APPLICATION**	$	**$395,269.87**

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: 11/20/19

Payment of: $ $395,269.87
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: $ $395,269.87
(Line 8 or other - attach explanation of the other amount)

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

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

Unit Price Progress Estimate

Contractor's Application

Project: Chateau Drive and Hickory Lane Reconstruction

Application Number: 2

Application Period:

Application Date: November 20, 2019

A				B	C	D	E	F	G	H	I	J
Item		Estimated Bid Quantity	Unit Price	Quantity Completed						Total Completed & Stored to Date (C+E+G)		% Comp.
				Previous Applications		This Application		Materials Stored				
Bid No.	Description			Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	
A-1	COMMON EXCAVATION, INCLUDING ASPHALT PAVEMENT REMOVAL	1,100	$58.00			812.71	$47,137.18			812.71	$47,137.18	73.9%
A-2	SAW CUTTING ASPHALT ROADWAY	155	$3.00			155	$465.00			155	$465.00	100.0%
A-3	SANITARY MANHOLE RING AND CASTING REPLACEMENT	5	$1,250.00			5	$6,250.00			5	$6,250.00	100.0%
A-4	8" PVC WATER MAIN	576	$117.50	554	$65,095.00					554	$65,095.00	96.2%
A-5	VALVE ABANDONMENT	3	$850.00			3	$2,550.00			3	$2,550.00	100.0%
A-6	SALVAGE HYDRANT	1	$3,000.00			1	$3,000.00			1	$3,000.00	100.0%
A-7	1 1/4" HDPE WATER SERVICE RELAY	350	$104.00			365.2	$37,980.80			365.2	$37,980.80	104.3%
A-8	HYDRANT ASSEMBLY	1	$7,800.00			1	$7,800.00			1	$7,800.00	100.0%
A-9	8" GATE VALVE	3	$4,100.00	3	$12,300.00					3	$12,300.00	100.0%
A-10	12" RCP STORM SEWER	448	$94.00			445	$41,830.00			445	$41,830.00	99.3%
A-11	CATCH BASIN	2	$2,750.00			3	$8,250.00			3	$8,250.00	150.0%
A-12	4" PVC STORM SEWER LATERAL (10 UNITS)	722	$77.50			852.5	$66,068.75			852.5	$66,068.75	118.1%
A-13	REMOVE CONCRETE SIDEWALK	4,523	$3.00	4023	$12,069.00					4023	$12,069.00	88.9%
A-14	4" CONCRETE SIDEWALK	5,030	$8.37									
A-15	REMOVE CURB AND GUTTER	1,172	$4.00	1100	$4,400.00	-93	-$372.00			1007	$4,028.00	85.9%
A-16	30" CURB AND GUTTER TYPE D	1,172	$20.00			1007	$20,140.00			1007	$20,140.00	85.9%
A-17	REMOVE CONCRETE DRIVEWAY APRON	1,404	$3.50	1404	$4,914.00	1934.2	$6,769.70			3338.2	$11,683.70	237.8%
A-18	7" CONCRETE DRIVEWAY APRON	2,664	$11.00			33.52	$368.72			33.52	$368.72	1.3%
A-19	EXCAVATION BELOW SUBGRADE (EBS)	150	$20.00			61.3	$1,226.00			61.3	$1,226.00	40.9%
A-20	EBS BACKFILL 1 1/4" DENSE	150	$19.00			122.6	$2,329.40			122.6	$2,329.40	81.7%
A-21	EBS BACKFILL 3" DENSE	150	$18.00									
A-22	CRUSHED AGGREGATE BASE COURSE 1 1/4"	1,375	$16.50			1351.16	$22,294.14			1351.16	$22,294.14	98.3%
A-23	LOWER LAYER HMA PAVEMENT	460	$91.00			434.21	$39,513.11			434.21	$39,513.11	94.4%
A-24	UPPER LAYER HMA PAVEMENT	250	$120.00									
A-25	TRAFFIC CONTROL	1	$11,999.90	1	$11,999.90					1	$11,999.90	100.0%
A-26	TREE REMOVAL	3	$1,250.00	2	$2,500.00	3	$3,750.00			5	$6,250.00	166.7%
A-27	LAWN RESTORATION	862	$11.75									
A-28	INLET PROTECTION	9	$125.00	9	$1,125.00	1	$125.00			10	$1,250.00	111.1%
B-1	COMMON EXCAVATION, INCLUDING ASPHALT PAVEMENT REMOVAL	815	$48.00	707	$33,936.00					707	$33,936.00	86.7%
B-2	SAW CUTTING ASPHALT ROADWAY	175	$3.00	198	$594.00					198	$594.00	113.1%
B-3	SANITARY MANHOLE RING AND CASTING REPLACEMENT	2	$1,250.00	2	$2,500.00					2	$2,500.00	100.0%
B-4	12" PVC WATER MAIN	337	$154.00	336	$51,744.00					336	$51,744.00	99.7%
B-5	VALVE ABANDONMENT	1	$850.00	1	$850.00					1	$850.00	100.0%
B-6	1 1/4" HDPE WATER SERVICE RELAY	220	$104.00	173	$17,992.00					173	$17,992.00	78.6%
B-7	12" GATE VALVE	1	$5,600.00	1	$5,600.00					1	$5,600.00	100.0%
B-8	8" GATE VALVE	1	$4,100.00	1	$4,100.00					1	$4,100.00	100.0%
B-9	4" PVC STORM SEWER LATERAL	309	$77.50	332	$25,730.00					332	$25,730.00	107.4%
B-10	REMOVE CONCRETE SIDEWALK	2,511	$3.00	2511	$7,533.00					2511	$7,533.00	100.0%
B-11	4" CONCRETE SIDEWALK	3,197	$9.50			3248.54	$30,861.13			3248.54	$30,861.13	101.6%
B-12	REMOVE CURB AND GUTTER	741	$4.00	745	$2,980.00	33	$132.00			778	$3,112.00	105.0%
B-13	30" CURB AND GUTTER TYPE D	741	$20.50	700	$14,350.00	78	$1,599.00			778	$15,949.00	105.0%
B-14	REMOVE CONCRETE DRIVEWAY APRON	369	$3.50	569	$1,991.50					569	$1,991.50	154.2%
B-15	7" CONCRETE DRIVEWAY APRON	551	$11.30			762.16	$8,612.41			762.16	$8,612.41	138.3%
B-16	EXCAVATION BELOW SUBGRADE (EBS)	125	$20.00	52.72	$1,054.40					52.72	$1,054.40	42.2%
B-17	EBS BACKFILL 1 1/4" DENSE	125	$19.00	100.16	$1,903.04	5.28	$100.32			105.44	$2,003.36	84.4%

Unit Price Progress Estimate

Contractor's Application

Project: Chateau Drive and Hickory Lane Reconstruction

Application Number: 2

Application Period:

Application Date: November 20, 2019

A				B	C	D	E	F	G	H	I	J
Item		Estimated Bid Quantity	Unit Price	Quantity Completed						Total Completed & Stored to Date (C+E+G)		% Comp
				Previous Applications		This Application		Materials Stored				
Bid No.	Description			Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	
A-1	COMMON EXCAVATION, INCLUDING ASPHALT PAVEMENT REMOVAL	1,100	$58.00			812.71	$47,137.18			812.71	$47,137.18	73.9%
B-18	EBS BACKFILL 3" DENSE	125	$18.00									
B-19	CRUSHED AGGREGATE BASE COURSE 1 1/4"	1,025	$16.50	992.41	$16,374.77	169.4	$2,795.10			1161.81	$19,169.87	113.3%
B-20	LOWER LAYER HMA PAVEMENT	350	$93.80			349.47	$32,780.29			349.47	$32,780.29	99.8%
B-21	UPPER LAYER HMA PAVEMENT	190	$122.56									
B-22	TRAFFIC CONTROL	1	$11,451.80	1	$11,451.80					1	$11,451.80	100.0%
B-23	TREE REMOVAL	3	$1,250.00	3	$3,750.00					3	$3,750.00	100.0%
B-24	LAWN RESTORATION	920	$11.75			690	$8,107.50			690	$8,107.50	75.0%
B-25	INLET PROTECTION	6	$125.00	6	$750.00					6	$750.00	100.0%
CO	CREDIT - 13 CURB BOX MATERIAL	13	-$30.00			13	-$390.00			13	-$390.00	100.0%
CO	CREDIT - STORM LATERAL CLEAN-OUT	4	-$300.00			4	-$1,200.00					
CO	STUMP GRINDING	2	$500.00			2	$1,000.00					
CO	CHIMNEY REBUILD - CATCH BASIN	5	$600.00			4	$2,400.00			4	$2,400.00	80.0%
CO	CHIMNEY REBUILD - STORM MANHOLES	4	$650.00			4	$2,600.00			4	$2,600.00	100.0%
CO	YARD DRAIN GRATE WITH 8" SDR 35 STORM LEAD	1	$2,950.00									
CO	SANITARY LATERAL RELOCATION	2	$4,600.00			2	$9,200.00			2	$9,200.00	100.0%
CO	ITEM A-11 - ADD 1 CATCH BASIN	1	$2,750.00									
	TOTAL				$319,587.41		$416,073.54				$735,660.95	

DOCUMENT 00560

CONTRACT CHANGE ORDER

Order No.: **2**

Date: **11/21/19**

Agreement Date: **11/21/19**

NAME OF PROJECT: Project No. 190605 – 2019 Improvements – Jackson Park West Parking Lot

OWNER: **Village of Jackson**

CONTRACTOR: **Payne and Dolan, Inc.**

The following changes are hereby made to the CONTRACT DOCUMENTS:

This contract change order adds *Item No. 100-04, Excavation Common* to the contract at a price of $30.00/CY and *Item No. 100-07a, Install Pulverized Base* to the contract at a price of $10.00/Ton. Construction shall be in accordance with WDOT 205.3 and 305.3. Payment shall be in accordance with Section 01025, 1.07, *Item No. 100-04, Excavation Common,* WDOT 305.4 and 305.5.

Justification:
To ensure parking lot drainage, excavation of the existing parking lot subgrade was required, and suitable material was needed to fill the excavation to provide acceptable base for the finished asphaltic surface.

Change to CONTRACT PRICE:

Original Contract Price:	$ **65,357.05**
Current Contract Price adjusted by Previous Change Order:	$ **65,357.05**
The Contract Price due to this Change Order will be increased by:	$ **7,400.00**
The new Contract Price including this Change Order will be:	$ **72,757.05**

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased/decreased) by **0** calendar days.

The date for completion of all work will be **11/01/19**.

Accepted By: _____ Owner

Representing: Village of Jackson

Print Name/Title: Brian Kober, P.E. – Director of Public Works

Date: _____

Recommended By: _____ Engineer

Representing: Gremmer & Associates, Inc.

Print Name/Title: Matt Krofta – Engineering Technician

Date: 11/21/19

Requested By: _____ Contractor

Representing: Payne and Dolan, Inc.

Print Name/Title: Parker Sovey – Project Manager

Date: _____

DOCUMENT 00560

CONTRACT CHANGE ORDER

Order No.: **3a**

Date: **11/21/19**

Agreement Date: **10/25/19**

NAME OF PROJECT: Project No. 190605 – 2019 Improvements – Jackson Park Cul-de-Sac

OWNER: **Village of Jackson**

CONTRACTOR: **Payne and Dolan, Inc.**

The following changes are hereby made to the CONTRACT DOCUMENTS:

This contract change order adds *Item No. 100-15a, Straw EMAT*, to the contract at a price of $0.65/SY. All material shall be in accordance with WDOT 628.2. Biodegradable stakes shall be used for anchoring. Construction shall be in accordance with WDOT 628.3 Payment shall be in accordance with WDOT 628.4 and 628.5, at locations as directed by the Engineer. Payment is additional compensation to *Item No. 100-15, Lawn Restoration.*

Justification:
Newly constructed ditch slopes are too steep for mulch to be a viable erosion control measure. Due to ditches being located in mowed areas, the use of biodegradable stakes is required.

Change to CONTRACT PRICE:

Original Contract Price:	$ **$126,665.86**
Current Contract Price adjusted by Previous Change Order:	$ **$142,197.86**
The Contract Price due to this Change Order will be increased by:	$ **$390.00**
The new Contract Price including this Change Order will be:	$ **142,587.86**

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased/decreased) by **0** calendar days.

The date for completion of all work will be **11/01/19**.

Accepted By: _____ Owner

Representing: Village of Jackson

Print Name/Title: Brian Kober, P.E. – Director of Public Works

Date: _____

Recommended By: _____ Engineer

Representing: Gremmer & Associates, Inc.

Print Name/Title: Matt Krofta – Engineering Technician

Date: 11/21/19

Requested By: _____ Contractor

Representing: Payne and Dolan, Inc.

Print Name/Title: Parker Sovey – Project Manager

Date: _____

DOCUMENT 00560

CONTRACT CHANGE ORDER

Order No.: **3b**

Date: **11/21/19**

Agreement Date: **10/25/19**

NAME OF PROJECT: Project No. 190605 – 2019 Improvements – Sherman Road Drainage

OWNER: **Village of Jackson**

CONTRACTOR: **Payne and Dolan, Inc.**

The following changes are hereby made to the CONTRACT DOCUMENTS:

This contract change order adds *Item No. 100-15a, Straw EMAT*, to the contract at a price of $0.65/SY. All material shall be in accordance with WDOT 628.2. Biodegradable stakes shall be used for anchoring. Construction shall be in accordance with WDOT 628.3 Payment shall be in accordance with WDOT 628.4 and 628.5, at locations as directed by the Engineer. Payment is additional compensation to *Item No. 100-15, Lawn Restoration.*

Justification:
Newly constructed ditch slopes are too steep for mulch to be a viable erosion control measure. Due to ditches being located in mowed areas, the use of biodegradable stakes is required.

Change to CONTRACT PRICE:

Original Contract Price:	$ **63,724.09**
Current Contract Price adjusted by Previous Change Order:	$ **63,724.09**
The Contract Price due to this Change Order will be increased by:	$ **260.00**
The new Contract Price including this Change Order will be:	$ **63,984.09**

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased/decreased) by **0** calendar days.

The date for completion of all work will be **11/01/19**.

Accepted By: _____ Owner

Representing: Village of Jackson

Print Name/Title: Brian Kober, P.E. – Director of Public Works

Date: _____

Recommended By: _____ Engineer

Representing: Gremmer & Associates, Inc.

Print Name/Title: Matt Krofta – Engineering Technician

Date: 11/21/19

Requested By: _____ Contractor

Representing: Payne and Dolan, Inc.

Print Name/Title: Parker Sovey – Project Manager

Date: _____

Matthew Krofta

From: Brian Kober <brian.kober@villageofjackson.com>
Sent: Friday, October 25, 2019 12:41 PM
To: Parker Sovey
Cc: Matthew Krofta; Jeff Chvosta
Subject: RE: EMAT

The Village of Jackson approves the straw EMAT for $0.65 / SY.

Brian W. Kober. P.E.
Director of Public Works/Village Engineer
W194 N16660 Eagle Drive
PO Box 637
Jackson, WI 53037
Phone: 262-677-0707
Fax: 262-677-8770

From: Parker Sovey <PSovey@payneanddolan.com>
Sent: Friday, October 25, 2019 12:27 PM
To: Brian Kober <brian.kober@villageofjackson.com>
Cc: Matthew Krofta <M.Krofta@gremmerassociates.com>; Jeff Chvosta <j.chvosta@gremmerassociates.com>
Subject: EMAT

Brian, Just received pricing back for Jackson Park/Sherman regarding the EMAT.

Coconut EMAT $1.05 / SY Add to lawn restoration unit price

Straw EMAT $0.65 / SY Add to lawn restoration unit price

Please let me know if this is authorized as soon as possible.

Thank You,

PAYNE & DOLAN INCORPORATED

Parker Sovey
Project Manager
262.524.1879 office
262.366.5587 mobile
www.payneanddolan.com
-An Equal Opportunity Employer

Memo

To: Paula Winter, Village Treasurer

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

Subject: Pay Request #1 – 2019 Jackson Park Alley Project

Date: November 22, 2019

CC: Board of Public Works; Village Board

Pay Request #2 for 2019 Improvements Sherman Road Drainage & Jackson Park West Parking Lot and Cul-De-Sac Project No. 190605 per Gremmer & Associates plan and specifications.

The following is a breakdown for the pay request. The payment will be made to the prime contractor: Payne & Dolan, N173 W21120 Northwest Passage, Jackson WI 53037:

1)	Sherman Road Drainage	$ 29,052.23
2)	Jackson Park West Parking Lot	$ 20,746.05
3)	Jackson Park Cul-de sac	$ 28,115.26
	Pay Request #2 Total	**$ 77,913.54**

If you have any questions, please let me know.

Brian W. Kober, P.E.

Gremmer and Associates, Inc.

93 S. Pioneer Road, Suite 300
Fond du Lac, WI 54935
(920) 924-5720
fax (920)924-5725

Payne & Dolan, Inc.- Prime Contractor

Village of Jackson - Sherman Road Drainage

						Previous Estimates		Estimate #2		Cumulative Totals		
Item No.	Description	Units	Estimated Quantity	Unit Price	Bid Total	Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total	% Complete
100-02	Removing Curb & Gutter	LF	60	$ 6.06	$363.60	73.00	$442.38		$0.00	73.00	$442.38	121.7%
100-03	Removing Concrete Sidewalk	SY	15	$ 10.10	$151.50	21.00	$212.10	2.00	$20.20	23.00	$232.30	153.3%
100-04	Excavation Common	CY	80	$ 60.00	$4,800.00	80.00	$4,800.00		$0.00	80.00	$4,800.00	100.0%
100-05	Base Aggregate Dense 3/4-Inch	TON	5	$ 19.83	$99.15		$0.00		$0.00	0.00	$0.00	0.0%
100-06	Base Aggregate Dense 1 1/4-Inch	TON	70	$ 19.83	$1,388.10	70.00	$1,388.10		$0.00	70.00	$1,388.10	100.0%
100-10	Asphaltic Surface	TON	130	$ 112.61	$14,639.30		$0.00	141.90	$15,979.36	141.90	$15,979.36	109.2%
100-12	Concrete Curb & Gutter 24-Inch Type D	LF	60	$ 65.00	$3,900.00		$0.00	74.00	$4,810.00	74.00	$4,810.00	123.3%
100-13	Concrete Sidewalk 4-Inch	SF	100	$ 21.25	$2,125.00		$0.00	270.00	$5,737.50	270.00	$5,737.50	270.0%
100-14	Concrete Sidewalk 6-Inch	SF	45	$ 21.25	$956.25		$0.00	46.00	$977.50	46.00	$977.50	102.2%
100-15	Lawn Restoration	SY	485	$ 8.32	$4,035.20		$0.00	27.00	$224.64	27.00	$224.64	5.6%
100-15a	Straw EMAT	SY	400	$ 0.65	$260.00		$0.00		$0.00	0.00	$0.00	0.0%
100-17	Inlet Protection Type A	EACH	1	$ 176.77	$176.77		$0.00		$0.00	0.00	$0.00	0.0%
100-18	Inlet Protection Type C	EACH	2	$ 75.76	$151.52	1.00	$75.76		$0.00	1.00	$75.76	50.0%
100-19	Temporary Ditch Checks	LF	12	$ 25.25	$303.00	20.00	$505.00		$0.00	20.00	$505.00	166.7%
100-20	Traffic Control	LS	1	$ 4,000.00	$4,000.00	0.50	$2,000.00	0.25	$1,000.00	0.75	$3,000.00	75.0%
100-23	Sawing Asphalt & Concrete	LF	300	$ 2.00	$600.00	309.00	$618.00		$0.00	309.00	$618.00	103.0%
200-01	Connnect to Existing Storm Sewer Structure	EACH	1	$ 1,010.10	$1,010.10	1.00	$1,010.10		$0.00	1.00	$1,010.10	100.0%
200-02	Adjust Inlet Casting	EACH	1	$ 303.03	$303.03		$0.00	1.00	$303.03	1.00	$303.03	100.0%
200-03	Storm Manhole 4-FT Diameter w/ Casting	EACH	2	$ 3,139.40	$6,278.80	2.00	$6,278.80		$0.00	2.00	$6,278.80	100.0%
200-04	Storm Inlet Median 1 Grate w/ Casting	EACH	1	$ 2,792.63	$2,792.63	1.00	$2,792.63		$0.00	1.00	$2,792.63	100.0%
200-05	Storm Sewer Pipe Class III-B 12-Inch	LF	223	$ 70.18	$15,650.14	220.20	$15,453.64		$0.00	220.20	$15,453.64	98.7%
				SUBTOTAL	**$63,984.09**		**$35,576.51**		**$29,052.23**		**$64,628.74**	**101%**

GREMMER & ASSOCIATES, INC.
CONSULTING ENGINEERS
93 South Pioneer Road, Suite 300 • Fond du Lac, WI 54935 • (920) 924-5720

Work completed, previous estimates	**$35,576.51**
Work completed, this estimate	**$29,052.23**
Total work completed	**$64,628.74**
Retainage, this estimate	**$0.00**
Total Retainage, previous estimates	**$1,778.83**
Total Retainage, final	**$1,778.83**
Amount due to contractor, this estimate	**$29,052.23**

Gremmer and Associates, Inc.

93 S. Pioneer Road, Suite 300
Fond du Lac, WI 54935
(920) 924-5720
fax (920)924-5725

Payne & Dolan, Inc.- Prime Contractor

Village of Jackson - Jackson Park West Parking Lot

						Previous Estimates		Estimate #2		Cumulative Totals		
Item No.	Description	Units	Estimated Quantity	Unit Price	Bid Total	Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total	% Complete
100-04	Excavation Common	CY	150	$ 30.00	$4,500.00		$0.00	150.00	$4,500.00	150.00	$4,500.00	100.0%
100-07	Pulverize and Relay	SY	2020	$ 9.53	$19,250.60		$0.00	1,515.00	$14,437.95	1,515.00	$14,437.95	75.0%
100-07a	Install Pulverized Base	TON	290	$ 10.00	$2,900.00		$0.00	290.00	$2,900.00	290.00	$2,900.00	100.0%
100-10	Asphaltic Surface	TON	445	$ 87.06	$38,741.70		$0.00		$0.00	0.00	$0.00	0.0%
100-21	Pavement Marking 4-Inch	LF	1295	$ 5.05	$6,539.75		$0.00		$0.00	0.00	$0.00	0.0%
100-22	Pavement Marking Handicap Symbol	EACH	1	$ 295.00	$295.00		$0.00		$0.00	0.00	$0.00	0.0%
100-23	Sawing Asphalt & Concrete	LF	265	$ 2.00	$530.00	263.00	$526.00		$0.00	263.00	$526.00	99.2%
				SUBTOTAL	**$72,757.05**		**$526.00**		**$21,837.95**		**$22,363.95**	**31%**

GREMMER & ASSOCIATES, INC.
CONSULTING ENGINEERS
93 South Pioneer Road, Suite 300 • Fond du Lac, WI 54935 • (920) 924-5720

Work completed, previous estimates	**$526.00**
Work completed, this estimate	**$21,837.95**
Total work completed	**$22,363.95**
Retainage, this estimate	**$1,091.90**
Total Retainage, previous estimates	**$26.30**
Total Retainage, final	**$1,118.20**
Amount due to contractor, this estimate	**$20,746.05**

Gremmer and Associates, Inc.

93 S. Pioneer Road, Suite 300
Fond du Lac, WI 54935
(920) 924-5720
fax (920)924-5725

Payne & Dolan, Inc.- Prime Contractor

Village of Jackson - Jackson Park Cul-De-Sac

						Previous Estimates		Estimate #2		Cumulative Totals		
Item No.	Description	Units	Estimated Quantity	Unit Price	Bid Total	Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total	% Complete
100-01	Clearing and Grubbing	LS	1	$ 3,030.30	$3,030.30	1.00	$3,030.30		$0.00	1.00	$3,030.30	100.0%
100-02	Removing Curb & Gutter	LF	85	$ 6.06	$515.10	88.00	$533.28		$0.00	88.00	$533.28	103.5%
100-04	Excavation Common	CY	1095	$ 24.94	$27,309.30	1389.00	$34,641.66		$0.00	1,389.00	$34,641.66	126.8%
100-05	Base Aggregate Dense 3/4-Inch	TON	45	$ 18.31	$823.95		$0.00		$0.00	0.00	$0.00	0.0%
100-06	Base Aggregate Dense 1 1/4-Inch	TON	985	$ 15.28	$15,050.80	1254.00	$19,161.12	197.00	$3,010.16	1,451.00	$22,171.28	147.3%
100-07	Breaker Run 3-Inch	TON	706	$ 22.00	$15,532.00	706.00	$15,532.00		$0.00	706.00	$15,532.00	100.0%
100-08	Concrete Driveway 6-Inch	SY	115	$ 58.50	$6,727.50	79.00	$4,621.50		$0.00	79.00	$4,621.50	68.7%
100-09	Concrete Surface Drain	CY	1	$ 300.00	$300.00	1.00	$300.00		$0.00	1.00	$300.00	100.0%
100-10	Asphaltic Surface	TON	435	$ 89.00	$38,715.00		$0.00	260.00	$23,140.00	260.00	$23,140.00	59.8%
100-11	Concrete Curb & Gutter 18-Inch Type D	LF	700	$ 26.20	$18,340.00	731.00	$19,152.20		$0.00	731.00	$19,152.20	104.4%
100-15	Lawn Restoration	SY	1160	$ 8.32	$9,651.20		$0.00	116.00	$965.12	116.00	$965.12	10.0%
100-15a	Straw EMAT	SY	600	$ 0.65	$390.00		$0.00		$0.00	0.00	$0.00	0.0%
100-16	Silt Fence	LF	385	$ 3.03	$1,166.55	387.00	$1,172.61		$0.00	387.00	$1,172.61	100.5%
100-19	Temporary Ditch Checks	LF	25	$ 25.25	$631.25	21.00	$530.25		$0.00	21.00	$530.25	84.0%
100-20	Traffic Control	LS	1	$ 3,999.91	$3,999.91	0.50	$1,999.96	0.25	$999.98	0.75	$2,999.93	75.0%
100-23	Sawing Asphalt & Concrete	LF	45	$ 9.00	$405.00	43.00	$387.00		$0.00	43.00	$387.00	95.6%
				SUBTOTAL	**$142,587.86**		**$101,061.88**		**$28,115.26**		**$129,177.13**	**91%**

GREMMER & ASSOCIATES, INC.
CONSULTING ENGINEERS
93 South Pioneer Road, Suite 300 • Fond du Lac, WI 54935 • (920) 924-5720

Work completed, previous estimates	**$101,061.88**
Work completed, this estimate	**$28,115.26**
Total work completed	**$129,177.13**
Retainage, this estimate	**$0.00**
Total Retainage, previous estimates	**$5,053.09**
Total Retainage, final	**$5,053.09**
Amount due to contractor, this estimate	**$28,115.26**

BIELINSKI
HOMES

Date: 10/19/2019

Village of Jackson – via email

John Walther, Village Administrator

N168 W20733 Main Street

Jackson, WI 53037

Re: Request #1: Village to Reimburse Developer on Offsite Improvements per Exhibit E at Laurel Springs Addition No. 1, in the Village of Jackson, WI.

Dear John Walther:

Due to the completion of the work described in Exhibit E, Bielinski is requesting the following acceptance, dedication and amounts to be approved for payment to the developer:
Requesting the following reimbursements per the Developers Agreement:

- See the attached Exhibit E dated 11/19/2019 with current Offsite Improvement Costs the Village to reimburse the Developer.

By copy of this letter, we hereby request the Village to reimburse the developer in the amount of $234,788.75 with an estimated balance of $20,224.75.

Bielinski Homes, Inc.: _____

Title: Development Manager

Dated: Nov. 19th, 2019

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

11/19/2019

Items for Reimbursement	Bielinski Homes Proposals	Bielinski Homes 2019 Proposals	Village of Jackson Proposals	Reimbursement Request #1	Remaining Balance	Village of Jackson Comments	Bielinski Response 4/23/2018
PERMITS and FEES							
Other Fees/Permits	$500.00		Not included			Show details of fees and permits paid	Estimated costs
ENGINEERING							
Civil Engineering & As-Built (TRIO)	$9,518.00	$8,210.50	$8,210.50	**$7,517.50**	**$693.00**	Provide fee and hours and details of work	Attached bill of $7,517.50/$2,000 est.
Engineering Inspections	$5,000.00		Not included			Remove Village will not charge for hired inspector	Separate hours to be logged
Legal Fees	$500.00		Not included			Remove Village will not pay your legal fees	Ok
SITE WORK							
Jackson Drive Reconstruction							
Survey/Stake Out (TRIO)	$2,500.00	$2,500.00	$2,500.00	**$1,346.25**	**$1,153.75**	Provide fee and hours of work	See TRIO Invoices
Rough & Finish Grading/Erosion/Top Soil/Seeding	$11,750.00	$11,750.00	$11,750.00	**$8,000.00**	**$3,750.00**	Is this for backfilling curb?	Yes a portion of the total by NBG
Water Main (669 LF 8" PVC)	$70,600.00	$80,000.00	$80,000.00	**$80,000.00**	**$0.00**	$105.53 per foot	See DF Tomasini Invoce
Compaction Testing - PSI	$2,250.00		Not included			Proof rolling will be done - remove cost	
Granular Backfill Roadways	Included						
Dewatering	Not Included						
Crushed Stone (P&D)	Included						
Curb/Gutter Jackson Drive (730 L.F.)	$10,220.00	$12,228.00	$12,228.00	**$11,000.00**	**$1,228.00**	$14.00 per foot	See Payne & Dolan Invoice
Asphalt Work Area IV Jackson Drive	$32,250.00	$35,975.00	$35,975.00	**$35,975.00**	**$0.00**	9" stone base/5" asphalt 1135 SY ($28.41)	See Payne & Dolan Invoice
Pavement Marking	$3,000.00		Not included			Village will hire Washington County	Ok
Cedar Creek Road Reconstruction							
Survey/Stake Out (TRIO)	$2,150.00	$2,150.00	$2,150.00	**$0.00**	**$2,150.00**	Provide fee & hours of work	
Rough & Finish Grading/Erosion/Top Soil/Seeding	$9,950.00	$9,950.00	$9,950.00	**$2,950.00**	**$7,000.00**		
Water Main (280 LF 8" & 12" PVC)	$60,300.00	$64,000.00	$64,000.00	**$64,000.00**	**$0.00**	$215.36 per foot	See DF Tomasini Invoce
Compaction Testing - PSI	$1,750.00					Proof rolling will be done - remove cost	
Granular Backfill Roadways	Included						
Dewatering	Not Included						
Crushed Stone (P&D)	Included						
Asphalt Work Area II Cedar Creek Road	$19,675.00	$21,250.00	$21,250.00	**$17,000.00**	**$4,250.00**	9" stone base/5" asphalt 450 SY ($43.72)	See Payne & Dolan Invoice
Pavement Marking	$2,000.00		Not included			Village will hire Washington County	Ok
Rail Road Water Main Construction (Industrial Park)							
Recap 16" vs 12" Water Main Under RR (272 LF)	$7,000.00	$7,000.00	$7,000.00	**$7,000.00**	**$0.00**		See DF Tomasini Invoce
SITE WORK TOTAL	**$250,913.00**	**$255,013.50**	**$255,013.50**	**$234,788.75**	**$20,224.75**		

Village - #446.25

Trio Engineering
4100 N. Calhoun Rd.
Suite 300
Brookfield, WI 53005

BIELINSKI HOMES
AUG - 9 2019
RECEIVED

Bielinski Homes, Inc
1830 Meadow Lane, Suite A
Pewaukee, WI 53072

Invoice number 03056
Date 07/31/2019

Project **16-029-966-01 Laurel Springs II**

Professional Services provided through 06/29/2019

Invoice Summary

Description	Total Billed	Prior Billed	Current Billed
Planning	2,500.00	2,500.00	0.00
Easement Documents	0.00	0.00	0.00
Final Engineering	22,873.25	22,873.25	0.00
Storm Water Management Plan	4,450.00	4,450.00	0.00
WDNR Permits	3,815.00	3,815.00	0.00
Final Stormwater Plan	2,851.25	2,851.25	0.00
Offsite Improvements Design	15,157.50	15,157.50	0.00
Phased Engineering Plans	4,167.50	4,167.50	0.00
Topographic & Locate Survey	4,400.00	4,400.00	0.00
Final Plat (with Lot Piping)	6,045.00	6,045.00	0.00
Construction Staking	7,168.75	4,565.00	2,603.75
As-Built Plans	0.00	0.00	0.00
Preliminary Plat	2,800.00	2,800.00	0.00
DNR Water Volume Permit 6/18/18	240.88	240.88	0.00
DNR Water Volume Permit - 4/12/18	717.50	717.50	0.00
Washington County Planning & Parks Dept 6/25/18	60.00	60.00	0.00
Canadian National Railroad app fee	1,350.00	1,350.00	0.00
Dept of Administration 7/19/19	120.00	0.00	120.00
Total	78,716.63	75,992.88	2,723.75

VENDOR# TRIOIL INV# 03056
INV DATE 7/31/19 AMOUNT 2723.75
DESC. LAUREL SPRINGS II
PMT DATE 8/31/19 ACCT DATE 7/31/19 (June ac)
JOB/ACCT# LASP-3-0000 COST CODE 2.12.0140
CO. H BANK ARC1 ENTR'D

Job #: LASP-3-0000
Cost Code: 2.12.0140
Co: Homes
Approved:
Date: 8/14/19

Construction Staking

Prof Fees-Time&Expense

	Hours	Rate	Billed Amount
06/10/2019			
Benjamin J. Honeck			
Senior Engineer	1.00	95.00	95.00
Prepped prints for preconstruction meeting.			
	1.00	95.00	95.00
Went over some concerns DF Tomasini had with the structures & made updates.			
Subtotal	2.00		190.00
06/11/2019			
Benjamin J. Honeck			
Senior Engineer	2.00	95.00	190.00
Attended preconstruction meeting.			
06/19/2019			
James Trandel			
Senior Engineer	1.50	95.00	142.50
Cutsheet setup for sanitary sewer			
06/20/2019			
Grady L. Gosser			
2 Man Field Crew	1.00	95.00	95.00
Updated Field Control Note per Bench Loop. Created new Stakeout job file in collector for construction staking.			
06/21/2019			
James Trandel			
Senior Engineer	0.75	95.00	71.25
Cutsheet setup for watermain			
Ted R. Indermuehle			
Land Surveyor	4.00	125.00	500.00
stake sanitary sewer with John			
Subtotal	4.75		571.25
06/24/2019			
Benjamin J. Honeck			
Senior Engineer	0.50	95.00	47.50
Created cut/fill sheet for sanitary sewer.			
06/26/2019			
James Trandel			
Senior Engineer	3.50	95.00	332.50
Cutsheet setup for watermain			
06/27/2019			#375/½
Grady L. Gosser			
2 Man Field Crew	6.00	125.00	750.00
Onsite with James to stake Watermain and Storm Sewer in existing Roadways.			
James Trandel			
Senior Engineer	1.50	95.00	142.50
Staking and cutsheet setup for storm sewer			
Subtotal	7.50		892.50

Construction Staking

Prof Fees-Time&Expense

	Hours	Rate	Billed Amount
06/28/2019			
Grady L. Gosser			
2 Man Field Crew	1.50	95.00	142.50
Completed Cutsheets for the Watermain and Storm Sewer that was staked in the existing Roadways yesterday. Emailed PDF's to DFT.			
Phase subtotal			2,603.75

Invoice subtotal	2,603.75
Invoice adjustment	120.00
Invoice total	**2,723.75**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
02574	11/26/2018	1,067.50					1,067.50
03056	07/31/2019	2,723.75	2,723.75				
	Total	3,791.25	2,723.75	0.00	0.00	0.00	1,067.50

village #240.00

Trio Engineering
4100 N. Calhoun Rd.
Suite 300
Brookfield, WI 53005

BIELINSKI HOMES
OCT - 3 2019
RECEIVED

Bielinski Homes, Inc
1830 Meadow Lane, Suite A
Pewaukee, WI 53072

Invoice number 03193
Date 09/27/2019

Project **16-029-966-01 Laurel Springs II**

Professional Services provided through 08/31/2019

Invoice Summary

Description	Total Billed	Prior Billed	Current Billed
Planning	2,500.00	2,500.00	0.00
Easement Documents	0.00	0.00	0.00
Final Engineering	22,873.25	22,873.25	0.00
Storm Water Management Plan	4,450.00	4,450.00	0.00
WDNR Permits	3,815.00	3,815.00	0.00
Final Stormwater Plan	2,851.25	2,851.25	0.00
Offsite Improvements Design	15,157.50	15,157.50	0.00
Phased Engineering Plans	4,167.50	4,167.50	0.00
Topographic & Locate Survey	4,400.00	4,400.00	0.00
Final Plat (with Lot Piping)	7,057.50	6,995.00	62.50
Construction Staking	16,031.25	12,572.50	3,458.75 Part
As-Built Plans	0.00	0.00	0.00
Preliminary Plat	2,800.00	2,800.00	0.00
DNR Water Volume Permit 6/18/18	240.88	240.88	0.00
DNR Water Volume Permit - 4/12/18	717.50	717.50	0.00
Washington County Planning & Parks Dept 6/25/18	60.00	60.00	0.00
Canadian National Railroad app fee	1,350.00	1,350.00	0.00
Dept of Administration 7/19/19	120.00	120.00	0.00
Total	88,591.63	85,070.38	3,521.25

VENDOR# TRIENG INV# 03193
INV DATE 9/27/19 AMOUNT 3521.25
DESC. LAUREL SPRINGS II
PMT DATE 10/27/19 ACCT DATE 9/30/19 (Aug cu)
JOB/ACCT# LASP 30000 COST CODE 2.12.0150
CO. H BANK PNC 2 ENTR'D

Job #: LASP-3-0000
Cost Code: 2.12.0150
Co: Homes
Approved:
Date: 10/16/19

Final Plat (with Lot Piping)

Prof Fees-Time&Expense

	Hours	Rate	Billed Amount
08/15/2019			
Grady L. Gosser			
2 Man Field Crew	0.50	125.00	62.50
Received Final Plat recordables in mail. Signed and scanned in. Delivered to John Donovan so he can get signatures and get recorded.			

Construction Staking

Prof Fees-Time&Expense

	Hours	Rate	Billed Amount
08/07/2019			
James Trandel			
Senior Engineer	0.75	95.00	71.25
Adjust staking and cutsheet setup for watermain to reflect updates to jack and bore			
08/08/2019			
Grady L. Gosser			
2 Man Field Crew	3.00	95.00	285.00
Alone onsite to restake Jack-n-Bore Watermain points (on West end only) from revision due to Power Pole being in way. Reported to DFT.			
08/15/2019			
Grady L. Gosser			
2 Man Field Crew	5.00	125.00	625.00
Onsite with John to stake remaining Sanitary Sewer except for some misc. Laterals that couldn't be staked because of ongoing grading. Started to prepare Cutsheets.			
08/16/2019			
Grady L. Gosser			
2 Man Field Crew	1.50	95.00	142.50
Finalized remaining Sanitary Cutsheets. Emailed to DFT for their use.			
08/19/2019			
Grady L. Gosser			
2 Man Field Crew	4.50	125.00	562.50
Onsite with James to stake remaining Sanitary Sewer Laterals and restake Sanitary run where NBG knocked out stakes due to undercutting. Completed Cutsheet onsite.			
08/22/2019			
Grady L. Gosser			
2 Man Field Crew	7.00	125.00	875.00
Onsite with John to start staking onsite Watermain.			
08/23/2019			
James Trandel			
Senior Engineer	1.00	95.00	95.00
Staking and cutsheet setup for storm sewer			
08/28/2019			
Grady L. Gosser			
2 Man Field Crew	4.50	125.00	562.50
Onsite with John to stake rest of Watermain loop. Prepared cutsheets for DFT. Have to stake Watermain leading up to Jack n Bore yet once tree clearing is complete.			

Construction Staking

Prof Fees-Time&Expense

	Hours	Rate	Billed Amount
08/30/2019			
Benjamin J. Honeck			
Senior Engineer	1.00	95.00	95.00
Reviewed the Jackson St. curb grades per Fred at New Berlin Grading, analyzed his topo shots and our design.			
Joshua D. Pudelko			
Principal	0.75	130.00	97.50
Review Jackson Dr centerline and curb elevations; provide email follow up to New Berlin Grading of need for positive slopes and drainage in curb and across travel lane.			
Nicholas J. Duerr			
Senior Engineer	0.50	95.00	47.50
Plan/design review and drafted e-mail to Fred from NBG to describe design intent for curb/road reconstruction on Jackson Drive.			
Subtotal	2.25		240.00
Phase subtotal			3,458.75

Invoice total **3,521.25**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
02574	11/26/2018	1,067.50					1,067.50
03116	08/28/2019	6,353.75		6,353.75			
03193	09/27/2019	3,521.25	3,521.25				
	Total	10,942.50	3,521.25	6,353.75	0.00	0.00	1,067.50

Village $660.00

Trio Engineering
4100 N. Calhoun Rd.
Suite 300
Brookfield, WI 53005

BIELINSKI HOMES
OCT 28 2019
RECEIVED

Bielinski Homes, Inc
1830 Meadow Lane, Suite A
Pewaukee, WI 53072

Invoice number 03247
Date 10/25/2019

Project **16-029-966-01 Laurel Springs II**

Professional Services provided through 10/05/2019

Invoice Summary

Description	Total Billed	Prior Billed	Current Billed
Planning	2,500.00	2,500.00	0.00
Easement Documents	0.00	0.00	0.00
Final Engineering	22,873.25	22,873.25	0.00
Storm Water Management Plan	4,450.00	4,450.00	0.00
WDNR Permits	3,815.00	3,815.00	0.00
Final Stormwater Plan	2,851.25	2,851.25	0.00
Offsite Improvements Design	15,157.50	15,157.50	0.00
Phased Engineering Plans	4,167.50	4,167.50	0.00
Topographic & Locate Survey	4,400.00	4,400.00	0.00
Final Plat (with Lot Piping)	7,057.50	7,057.50	0.00
Construction Staking	19,785.00	16,031.25	3,753.75 Part
As-Built Plans	0.00	0.00	0.00
Preliminary Plat	2,800.00	2,800.00	0.00
DNR Water Volume Permit 6/18/18	240.88	240.88	0.00
DNR Water Volume Permit - 4/12/18	717.50	717.50	0.00
Washington County Planning & Parks Dept 6/25/18	60.00	60.00	0.00
Canadian National Railroad app fee	1,350.00	1,350.00	0.00
Dept of Administration 7/19/19	120.00	120.00	0.00
Total	92,345.38	88,591.63	3,753.75

Job #: LASP-3-0000
Cost Code: 2.12.0170
Co: Homes
Approved: John Dow
Date: 11/13/19

...onstruction Staking

Prof Fees-Time&Expense

	Hours	Rate	Billed Amount
09/03/2019			
James Trandel			
Senior Engineer			
Staking and cutsheet setup for storm sewer	0.25	95.00	23.75
09/04/2019			
James Trandel			
Senior Engineer			
Staking and cutsheet setup for storm sewer	2.00	95.00	190.00
09/05/2019			
Grady L. Gosser			
2 Man Field Crew			
Onsite with James to Start staking Storm Sewer.	5.00	125.00	625.00
09/06/2019			
Grady L. Gosser			
2 Man Field Crew			
Onsite with John to continue staking Storm Sewer and some knocked out Watermain points by Jack n Bore on East side that were knocked out due to tree clearing. Provide cut sheets to go with prior staking.	6.00	125.00	750.00
James Trandel			
Senior Engineer			
Staking setup for storm laterals	1.00	95.00	95.00
Subtotal	7.00		845.00
09/09/2019			
Grady L. Gosser			
2 Man Field Crew			
Onsite with John to stake Curb along Jackson Drive.	3.00	125.00	375.00
James Trandel			
Senior Engineer			
Staking setup for curb along Jackson Drive	2.00	95.00	190.00
Nicholas J. Duerr			
Senior Engineer			
Drafting and design for adjustments to Jackson Drive curb and gutter design, proposed surface, and construction staking point setup.	1.00	95.00	95.00
Subtotal	6.00		660.00
09/10/2019			
Grady L. Gosser			
2 Man Field Crew			
Onsite with James to stake remaining Storm Sewer.	3.50	125.00	437.50
09/11/2019			
Grady L. Gosser			
2 Man Field Crew			
Prepared Cutsheets for the Storm Sewer that was staked yesterday. Emailed to DFT.	0.50	95.00	47.50
09/12/2019			
James Trandel			
Senior Engineer			
Staking setup for curb stops	1.00	95.00	95.00

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
Bielinski Homes, Inc.
1830 Meadow Lane, Suite A
Pewaukee, WI 53072

PROJECT:
Laurel Springs Addition No. 1 Subdivision
Jackson, WI

APPLICATION NO: 2 **Distribution to:**

PERIOD TO: 8/25/19

FROM CONTRACTOR:
D.F. Tomasini Contractors, Inc.
N70 W25176 Indian Grass Lane
Sussex, WI 53089

VIA ARCHITECT:
Trio Engineering
12660 W. North Ave.
Brookfield, WI 53005

PROJECT NOS: DFT#2077

CONTRACT FOR: Site Improvements

CONTRACT DATE: 5/20/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 1,316,600.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 1,316,600.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 574,070.74
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 28,703.54	
b. ____ % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 28,703.54
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 545,367.20
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 391,299.87
8. CURRENT PAYMENT DUE		$ 154,067.33 J.D.
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 771,232.80

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

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

CONTRACTOR: D.F. TOMASINI CONTRACTORS, INC.

By: _____ Date: 8/23/19
Kirk Dexheimer, President

State of: Wisconsin County of: Waukesha
Subscribed and sworn to before me this 23rd day of August, 2019

Notary Public: Kristine L. Vasko

My Commission expires: 09/25/20

Kristine L Vasko
Notary Public
State of Wisconsin

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

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

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
1	Sanitary Sewer	391,100.00	213,340.36	158,225.14	2.06.0110 ① -	371,565.50	95.01%	19,534.50	18,578.28
2	Water Main	349,500.00	8,715.24	-	-	8,715.24	2.49%	340,784.76	435.76
3	Storm Sewer	276,000.00	19,790.00	-	-	19,790.00	7.17%	256,210.00	989.50
4	Off-site Storm Sewer Jackson Dr	30,000.00	26,049.00	3,951.00	2.05.0100 ② -	30,000.00	100.00%	-	1,500.00
5	Off-site Water Main Jackson Dr	80,000.00	80,000.00	-	-	80,000.00	100.00%	-	4,000.00
6	Off-site Water Main Cedar Creek Dr	64,000.00	64,000.00	-	-	64,000.00	100.00%	-	3,200.00
7	Off-Site 16" Water Main	126,000.00	-	-	-	-	0.00%	126,000.00	-
		1,316,600.00	411,894.60	162,176.14	-	574,070.74	44%	742,529.26	28,703.54

Job #: LASP-3-0000
Cost Code: ① ②
Co: Homes
Approved: John Dan
Date: 8/27/19

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

PAYNE & DOLAN
INCORPORATED
A WALBEC GROUP COMPANY

INVOICE

TO: Bielinski Homes, Inc.
1830 Meadow Ln, Ste A
Pewaukee, WI 53072

DATE: November 14, 2019
PROJECT MANAGER: Parker Sovey
CUSTOMER #: 110920
INVOICE #: 205027-01

JOB NAME: Laurel Springs Addition #1 Subdivision

For furnishing the necessary labor, materials and equipment to complete the above named project as follows:

Completion of Jackson Drive - Asphalt Paving (Both Lifts)	$	35,975.00
Partial Completion of Cedar Creek Road - Binder Only	$	17,000.00
Concrete Placement - curb on Jackson	$	11,000.00
TOTAL AMOUNT DUE THIS INVOICE	$	63,975.00

JB

If you have any questions or concerns on this invoice, please contact me @ 262-366-5587
Thank you.

Remit To: P.O. Box 781 ~ Waukesha, WI 53187-0781
262-524-1700 ~ FAX 262-524-1845

INVOICE DUE NET UPON RECEIPT

SRF 13292.PP

Mr. Brian Kober, PE
Director of Public Works
Village of Jackson
N168 W20733 Main Street
Jackson, WI 53037

Subject: Proposal for Professional Services for Village of Jackson TIF Dev. Traffic Study
Jackson, WI

Dear Mr. Kober:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for traffic impact analyses related to your TIF district.

Scope of Services

We propose to carry out the work ("Scope of Services") described as follows:

1. Perform a field review of the study area to obtain roadway and intersection geometrics, intersection control, signing and pavement marking features, and surrounding land uses. Existing study area intersections were identified by WisDOT and are as follows:

    a. WIS 60 and Jackson Drive (traffic signal control)

    b. WIS 60 and Ridgeway Road (current T-Intersection, side-street stop control)

    c. WIS 60 and Eagle Drive (side-street stop control)

2. Collect peak weekday morning (6:00 a.m. to 9:00 a.m.), afternoon (3:00 p.m. to 6:00 p.m.), and Saturday midday (11:00 a.m. to 2:00 p.m.) intersection turning movement counts at the WIS 60 intersections with Ridgeway Road and Eagle Drive. Saturday midday counts will also be conducted at the WIS 60 and Jackson Drive intersection (it is SRF's understanding that weekday AM/PM traffic data at this intersection has already been collected and will be provided to SRF for use in this study). Weekday counts will be conducted on a Tuesday, Wednesday, or Thursday while school is in session and will distinguish passenger vehicles, trucks, pedestrians, and bicycles. Traffic data will be formatted for WisDOT use and submitted to WisDOT for approval and traffic forecast development.

3. Develop trip generation, trip distribution, and trip assignment of the proposed development using trip rates published in the ITE Trip Generation Manual, 10th Edition. This information will be submitted to WisDOT for approval before subsequent tasks will commence.

4. Perform weekday and Saturday peak-hour traffic operations analysis for the intersection turning movement counts collected in Task 2 and the access drives for the proposed development. Highway Capacity Manual (HCM) methodologies will be used to develop vehicle delay and queue output data. The analysis will comprise of the following scenarios, per WisDOT TIA guidelines:

    a. Initial build-year (Year 2020), no build conditions ("Existing Conditions")

    b. Initial build-year (Year 2020), build conditions

    c. Interim build-year (Year 2030), no build conditions

    d. Interim build-year (Year 2030), build conditions

    e. Horizon-year (Year 2035), no build conditions

    f. Horizon-year (Year 2035), build conditions

5. Identify operational deficiencies and evaluate improvement strategies to improve mobility in the study area.

6. Review intersection sight distance and vision triangles to ensure the proposed access drive meets appropriate WisDOT criteria.

7. Develop and submit a draft TIA report via WisDOT TIA guidelines.

8. Address WisDOT comments of the draft TIA report and submit a final TIA report for WisDOT and Village use.

Assumptions

The following information will be provided by the Village to aid in the analysis and development of the TIA report:

- Site plan of the study TIF district, including site access and circulation, with land uses and building size for each parcel

- Phasing schedule of the TIF district

Only one agreed-upon land use and site access plan shall be analyzed as part of this project. Any changes or deviations from the agreed-upon land use and site access plan, or the site's phasing schedule, will be considered "Extra Services".

This proposal does not include a formal Intersection Control Evaluation as may be required in the future by WisDOT prior to implementing a controlled intersection at either Ridgeway Road or Eagle Drive.

Schedule

We will complete this work within a mutually agreed-upon time schedule.

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be $18,800, which includes both time and expenses.

Changes in the Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A), together with this proposal for professional services, constitute the entire agreement between the Client and SRF Consulting Group, Inc. and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

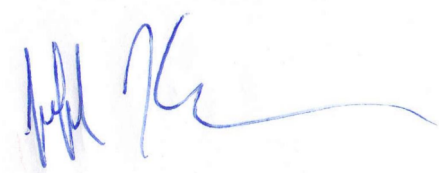
Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is jknudson@srfconsulting.com.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Jeff Knudson, PE, PTOE
Project Manager

Derek Hungness, PE, PTOE
Principal in Charge

JK

Attachment(s): Standard Terms and Conditions (Attachment A)

Approved (Village of Jackson)

_____
(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

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ATTACHMENT A
STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

   a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.

   b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

   All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

   Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

   Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

   SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

   a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.

   b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs to the extent caused by the CLIENT's negligent acts under this Agreement and anyone for whom the CLIENT is legally liable.

7. TERMINATION OF AGREEMENT

   Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

   All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

If negotiation in good faith fails to resolve a dispute within the thirty (30) days of notice of the dispute, or time period specified by applicable law, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

16. CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of SRF.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

DRAFT Minutes
Board of Public Works Meeting
Tuesday, November 26, 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, Sarah Malchow, Tr. Malcolm and Gloria Teifke
Village Board Member Present: Tr. Kurtz
Staff Present: Brian Kober and Jilline Dobratz

2. Approval of the Board of Public Works Minutes of October 29, 2019.

Motion by Dan Leonard, second by Brian Heckendorf to approve the Board of Public Works minutes of October 29, 2019.
Vote: 7 ayes, 0 nays. Motion carried.

3. Limited Water Service Study – Presentation – City Water.

Brian Kober introduced Tom Nennig, P.E., from City Water. Mr. Nennig presented the Limited Water Service Study. A capacity analysis of the water supply and distribution system for the Village of Jackson Water Utility was completed. The approval of future connections to the LWSA must be made on a case-by-case basis. Recommendations to improve the supply capacity, pressure and fire flow of the LWSA were given.

4. Town of Jackson Water Expansion Area – Water Service Request – Robin Olson.

Brian Kober stated this was referred from last month as the water capacity study wasn't finished. The request is for a new single-family home on Sherman Road. Robin Olson explained they have a farm house and they rent out the land. Her husband is very ill, and she can't do the work herself. They would like to build a one-story house, and they have people interested in buying the farm as a hobby farm. She needs to down-size and they have been living on the property since 1986. They support the community and want to stay in Jackson. The Town of Jackson and the Village of Jackson have approved the Certified Survey Map and the land division is finished.
Motion by Brian Heckendorf, second by Tr. Malcolm to approve the Town of Jackson Water Expansion Area – Water Service Request – Robin Olson.
Vote: 5 ayes, 2 nays (Chair Olson and Tr. Lippold). Motion carried.

5. Pay Request #2 – 2019 Chateau Dr & Hickory Ln Reconstruction Project.

Brian Kober gave project updates for Pay Request #2. Hickory Lane is paved, and landscaping is completed. Chateau Drive the binder lift is on, sidewalks and driveways have been poured. It will be paved next Tuesday, and curbs will be back filled.
Motion by Tr. Lippold, second by Chair Olson to recommend Budget & Finance and Village Board approve Pay Request #2 – 2019 Chateau Drive and Hickory Lane Reconstruction Project in the amount not to exceed $395,269.87.

Dan Leonard commented on the bids and the additional expenses that are being charged. Brian Kober stated the driveways were changed, adding costs to the projects. He clarified the changes and the contractor was asked for add-ons. Some items need to be fixed that will not be paid. Chair Olson inquired on having change orders come before the committee in the future to reduce confusion.
Vote: 7 ayes, 0 nays. Motion carried.

6. Change Orders 2, 3a & 3b – 2019 Jackson Park Alley Project.
Brian Kober reviewed the change order increases. Change Order 2 is to install pulverized base to provide acceptable base for the finished surface. Change Order 3a and 3b, due to the time of year and the weather, is for adding Straw EMAT.
Motion by Brian Heckendorf, second by Chair Olson to recommend Budget & Finance and Village Board approve Change Orders 2, 3a & 3b – 2019 Jackson Park Alley Project in the amount of $8,050.00
Vote: 6 ayes, 0 nays, 1 abstain (Dan Leonard). Motion carried.

7. Pay Request #2 – 2019 Jackson Park Alley Project.
Brian Kober commented this is for three projects. Sherman Road Drainage has been paved, EMAT has been put down and completed. Jackson Alley Cul-de-sac was paved. Jackson Park West Parking Lot has been pulverized and will be finished next spring.
Motion by Chair Olson, second by Brian Heckendorf to recommend Budget & Finance and Village Board approve Pay Request #2 – 2019 Jackson Park Alley Project in the amount of $77,913.54.
Vote: 7 ayes, 0 nays. Motion carried.

8. Request #1 – Reimbursement Offsite Improvement Laurel Springs.
Brian Kober explained this was negotiated with part of the Developers Agreement, Laurel Springs Addition No. 1. The improvements are benefiting the Village, not the subdivision. Items for reimbursement are Jackson Drive Reconstruction, Cedar Creek Road Reconstruction, Rail Road Water Main Construction, Engineering, Permits and Fees.
Motion by Tr. Lippold, second by Tr. Malcolm to recommend Budget & Finance and Village Board approve Request #1 – Reimbursement Offsite Improvement Laurel Springs – Bielinski Homes in the amount of $234,788.75.
Vote: 7 ayes, 0 nays. Motion carried.

9. Review of Quote for Traffic Study of TIF #7 by SRF Consulting Group.
Brian Kober requested a proposal to provide professional services for a traffic impact analyses related to TIF #7. WisDOT identified some traffic concerns and requested a traffic study. This is a TIF #7 expense.
Motion by Brian Heckendorf, second by Dan Leonard to recommend Budget & Finance and Village Board approve Review of Quote for Traffic Study of TIF #7 by SRF Consulting Group not to exceed $18,800.00.
Vote: 7 ayes, 0 nays. Motion carried.

10. Discussion of Village Informational Signs.

DRAFT

Chair Olson referred the Village Informational Signs to the January Board of Public Works meeting.

11. Director of Public Works Report.

Brian Kober gave the report. He emailed the Washington County Highway Commissioner on what needs to happen next with the Park-n-Ride. Hopefully by January there will be some direction. Local Road Program: Next year the plan is to complete Hunters Road from Jackson Drive to Chateau Drive, Chateau Drive from Hunters Road to Willow Ridge, which approximately a $41,000.00 grant will be received. The Yard Waste Site: fencing is being completed, electric will be completed on the gate and they are moving block in to set up the yard. Chair Olson asked for a revised draft of the site regulations for the January Board of Public Works meeting. Brian Kober stated it will be brought back in Resolution form. Well #6: the whole column pipe must be replaced, and parts are on backorder. Rosewood Drive: two electric services have been changed on the existing houses. WE Energies will complete the electric conversion on January 11, 2020. Two apartments buildings will be constructed soon.

Motion by Chair Olson, second by Tr. Lippold to place the Director of Public Works Report on file.

Vote: 7 ayes, 0 nays. Motion carried.

12. Citizens/Village Staff to Address the Board.

Brian Heckendorf commented that along the path by East Side Mart, the retaining wall is pulling away from the path.

13. Adjourn.

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

Vote: 7 ayes, 0 nays. Meeting was adjourned 8:44 p.m.

Respectfully submitted,

Jilline Dobratz, *CMC/WCMC*
Village Clerk

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