

AGENDA
BOARD OF PUBLIC WORKS MEETING
Tuesday, November 26, 2019 at 7:00 p.m.
Jackson Village Hall
N168 W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call.
2. Approval of the Board of Public Works Minutes of October 29, 2019.
3. Limited Water Service Study – Presentation – City Water.
4. Town of Jackson Water Expansion Area – Water Service Request – Robin Olson.
5. Pay Request #2 – 2019 Chateau Dr & Hickory Ln Reconstruction Project
6. Change Orders 2, 3a, & 3b – 2019 Jackson Park Alley Project
7. Pay Request #2 – 2019 Jackson Park Alley Project
8. Request #1 – Reimbursement Offsite Improvement Laurel Springs
9. Review of Quote for Traffic Study of TIF #7 by SRF Consulting Group
10. Discussion of Village Informational Signs.
11. Director of Public Works Report.
12. Citizens/Village Staff to address the Board.
13. 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
Board of Public Works Meeting
Tuesday, October 29, 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 Members Present: Trustee Kurtz, Trustee Kruepke and President Schwab

Staff Present: Brian Kober, John Walther and Jilline Dobratz

2. Approval of the Board of Public Works Minutes of September 24, 2019.

Motion by Brian Heckendorf, second by Tr. Lippold to approve the Board of Public Works minutes of September 24, 2019.

Vote: 7 ayes, 0 nays. Motion carried.

3. Limited Water Service Study.

Brian Kober explained they met with legal counsel in early October and are reviewing the study. The goal is to have the draft report completed in November.

Motion by Chair Olson, second by Tr. Lippold to refer the Limited Water Service Study to the next Board of Public Works meeting.

Vote: 7 ayes, 0 nays. Motion carried.

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

Brian Kober commented due to the Limited Water Study not being available, he recommends referring this to the next meeting. Ms. Olson is present to explain what she is intending to do and why she is requesting water service from the Village. Chair Olson stated we have an agreement with the Town in order to provide water to the limited water service area. The agreement is supposed to be for replacement water only. Ms. Olson stated she lives on the farm and wants a house that is more manageable. She would like to build a smaller house and is already a customer.

Motion by Chair Olson, second by Tr. Lippold refer to the Town of Jackson Water Expansion Area – Water Service Request – Robin Olson to the November meeting.

Vote: 7 ayes, 0 nays. Motion carried.

5. Pay Request #1 – 2019 Chateau Dr & Hickory Ln Reconstruction Project.

Brian Kober gave project updates for Pay Request #1. Hickory Lane will be paved tomorrow and then landscaped. Chateau Drive, the sanitary changes have been made, they are adjusting manholes and curbing will go in early next week. The completion date hasn't been changed and they are working to have substantial completion by November 15, 2019.

Motion by Chair Olson, second by Brian Heckendorf recommend Budget & Finance and Village Board approve Pay Request #1 – 2019 Chateau Drive and Hickory Lane Reconstruction Project – Payne & Dolan, Inc. in the amount of \$303,608.03.
Vote: 7 ayes, 0 nays. Motion carried.

6. Change Order #1 – 2019 Chateau Dr & Hickory Ln Reconstruction Project.

Brian Kober reviewed the change order credits and additions. An extension of an additional 20 days is being requested, putting it out until December 5, 2019. They will work with them to get the project completed on time.

Motion by Brian Heckendorf, second by Tr. Lippold recommend Budget & Finance and Village Board approve Change Order #1 – 2019 Chateau Drive and Hickory Lane Reconstruction Project – Payne & Dolan, Inc. in the amount of \$19,910.00 and with the exception of the extension of the contract.

Vote: 7 ayes, 0 nays. Motion carried.

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

Brian Kober stated this is for three different projects; Sherman Road drainage, western parking lot of Jackson Park and the Jackson Alley cul-de-sac. Sherman Road drainage, the piping is in and it will be paved and landscaped. Jackson Park west parking lot has been pulverized and they will start grading. The Jackson Alley cul-de-sac has all the curbing in, rough grading is done, and it will be paved tomorrow. A new south entrance to Jackson Park has been created. All the property owners are agreeing with the project being done.

Motion by Brian Heckendorf, second by Tr. Lippold recommend Budget & Finance and Village Board approve Pay Request #1 – 2019 Jackson Park Alley Project – Payne & Dolan, Inc. not to exceed \$130,306.16.

Vote: 7 ayes, 0 nays. Motion carried.

8. Lack of School Markings on Stonewall (September 10th Village Board).

Brian Kober spoke to Chief Vossekuil regarding school zone signs by the roundabout. Putting up school zone signs is the minimum that has to be done according to State Statute. The signs will be ordered and installed as soon as possible. Brian Heckendorf inquired if the proposed sign on Eagle Drive is in the Village or Town. Brian Kober will check into it. If it's in the Town, he will contact them on installing one of the signs.

9. Discussion of Village Informational Signs.

Motion by Chair Olson, second by Tr. Malcom to refer Village Informational Signs to the next Board of Public Works meeting.

Vote: 7 ayes, 0 nays. Motion carried.

10. Director of Public Works Report.

Brian Kober gave the report. Everything is back online at the Waste Water Treatment Plant. It took three weeks to get the plant back online after the major rain storm. Tr. Lippold questioned the status of the future Park n Ride meeting. Brian Kober stated Scott Schmidt, Washington County Highway Commissioner, had a meeting with the DOT on ownership of the property. John Walther went to a DOT meeting and it is getting closer. He will send an email to Scott Schmidt and will have an answer next

month. Bill Carity, Morning Meadows, had a meeting with Washington County Public Works Committee and received approval for two accesses off of County P. Phase 1 is moving forward and will be under construction hopefully in 2020.

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

Vote: 7 ayes, 0 nays. Motion carried.

11. Citizens/Village Staff to Address the Board.

Brian Heckendorf asked if they figured out where the gas line was going to on Hickory and Sherman Road that was hit. Brian Kober stated it was marked wrong and the gas company has to pay for it.

12. Adjourn.

Motion by Tr. Lippold, second by Chair Olson to adjourn.

Vote: 7 ayes, 0 nays. Meeting was adjourned 7:37 p.m.

Respectfully submitted,

Jilline Dobratz, *CMC/WCMC*
Village Clerk



Water Utility Capacity Analysis

Analysis of Water Distribution and Transmission System

Village of Jackson, Wisconsin

November 2019



November 21, 2019

Brian Kober, P.E.
Director of Public Works / Village Engineer
Village of Jackson
N168 W20733 Main St.
Jackson, WI 53037

Re: Water Utility Master Plan Update

Brian,

Thank you for the opportunity to develop a capacity analysis of the water supply and distribution system for the Village of Jackson Water Utility.

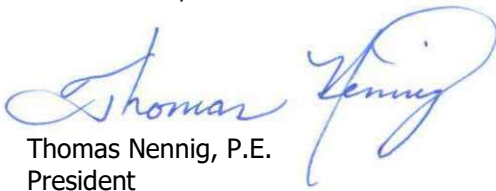
- Existing System Capacity
- System Expansion in Town of Jackson
- Future Infrastructure Improvements

This report is a working document that contains our analysis and constructive comments and suggestions from you and your staff. This report is meant as a planning tool for management and utility staff.

We greatly appreciate your time and cooperation with helping us complete this report. Please contact me if you have any questions or comments regarding this report.

Sincerely

CITY WATER, LLC



Thomas Nennig, P.E.
President



Eric Fulsaa
Project Engineer

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Introduction

BACKGROUND

In 2016, City Water LLC completed a water analysis report for the Village of Jackson. This report amended the report completed in 2006.

Since the 2016 update, the Village of Jackson has requested a further update, specifically into the expansion into the Town of Jackson. This next update will be used to guide the development of the Utility into the future, as well as establish guidelines for maximum capacity buildout in the Town of Jackson Limited Water Service Area (LWSA) that supplies water to the town residents impacted by the gas spill in 2012.

PROJECT SCOPE

The Village of Jackson requested the following items addressed in the study:

- Update annual water produced and sold since the Utility Master Plan completed in 2016
- Assign customer classifications and proposed water demands per classifications
- Add future water demand projects and water main extensions into the existing water model to identify the future average day, maximum day, and peak hour demands
- Calculate the maximum number of connections that can be served in the Town of Jackson with current infrastructure
- Using insights gained in the demand analysis, develop a summary report that provides recommendations for the Village's water supply and distribution system expansion



SECTION 2

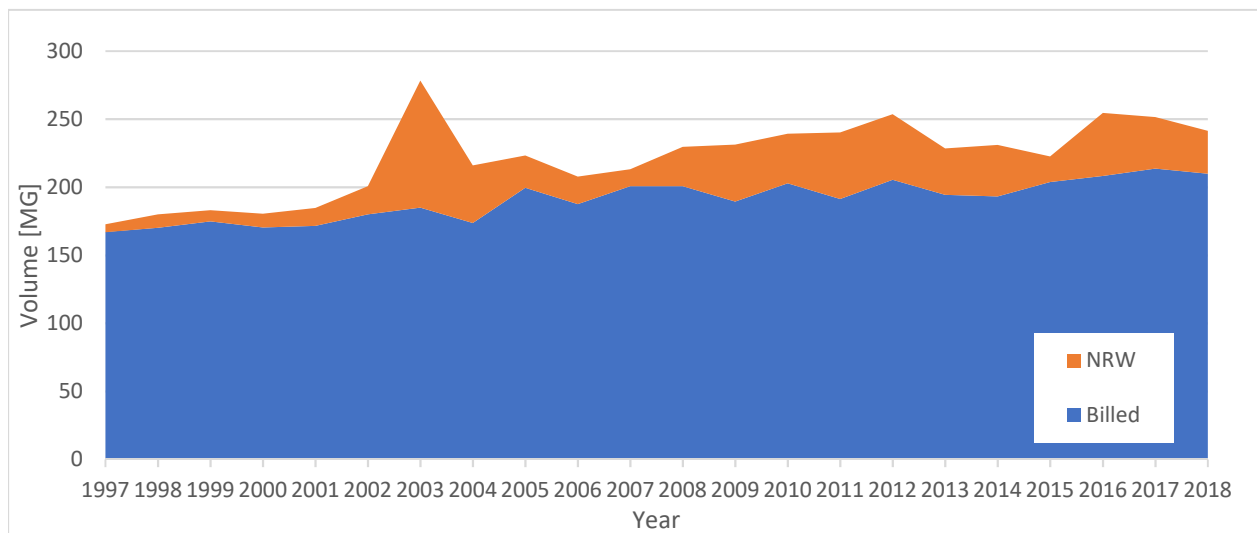
Water Demands & Supply

Except as otherwise described in this document, the conclusions drawn regarding population and growth projections in the 2016 update remained valid for this update. There have been no large changes to the population currently being served, as well as no anticipated deviations from the projections made in 2016. The total population served remains 9,485 in 2035.

WATER DEMAND UPDATE

The updated annual water produced and sold can be found in Figure 1. The revenue water continued the trend of steady increase observed in the previous update. The average annual increase in water produced was 1.9% for the period shown. The past two years continue the same pattern, with total pumpage decreasing as billed usage increases slightly.

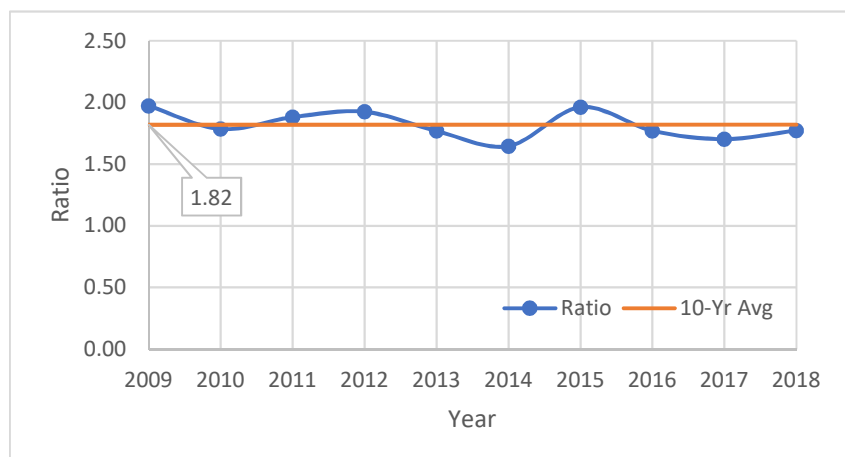
Figure 1 - Annual Water Produced and Sold



*NRW: Non-Revenue Water

Even with updates for the previous 2 years, the maximum day water usage remained from August of 2008 due to hot, dry weather. In the past 10 years, the maximum day has not risen over 1.3 MG. The updated maximum day to average day ratio over the past 10 years is shown in Figure 2. The ratio has varied between 2.0 and 1.65 with an average of 1.82. For the purposes of water demand estimation and modeling,

Figure 2 - Max Day/Avg Day Ratio



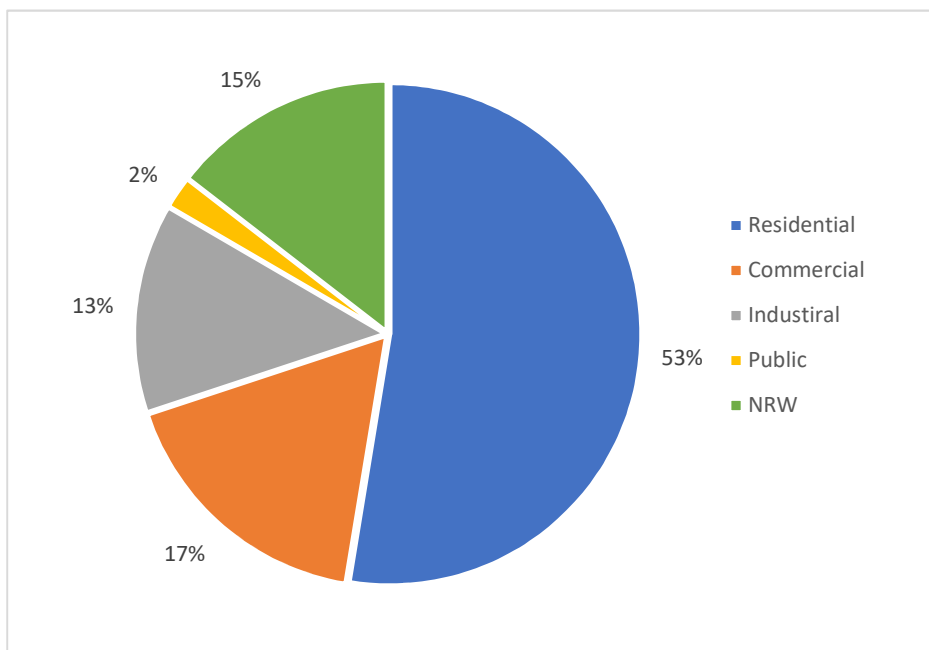
a maximum day to average day ratio of 2.0 will be used as a conservative estimate.

The difference between water produced and water sold is categorized as non-revenue water (NRW). Non-revenue water consists 3 types of water use:

- Authorized use – water used for treatment, flushing, firefighting
- Real losses – main and service leaks, theft
- Apparent losses – billing errors, meter inaccuracies

In the past 2-3 years, the percent of NRW has increased from a 10-yr low in 2015 of 8.5%. Over the past decade, the amount of NRW has averaged 15.9%. This is largely attributed to increased service leaks, as well as water pumped to waste in Well 6. Figure 3 shows the water consumption by customer classification, along with NRW from 1998-2018. This has remained unchanged in the past 2 years.

Figure 3 - Water Consumption 1998-2018



PROJECTED WATER DEMANDS

Future population and water demands remain unchanged in this update compared to the 2016 Water Analysis Report Update. There have been no changes to the proposed future service area, and the population projections and per capita water usage has followed the projected trends. As a refresher, Table 1 contains the projected average and maximum day water demands. A ratio of 2.0 was used to calculate maximum day demand, which is conservative given the observed trends in the past decade. A record of actual maximum and average day demands should be charted to aid in the sizing and phasing of future water supply facilities.



Table 1 - Projected Population and Water Demands

Year	Population	Avg Day Demand [MG]	Max Day Demand [MG]	Max Day Demand [gpcd]
2000	4,938	0.493	0.986	199.68
2005	5,885	0.612	1.130	192.01
2010	6,438	0.656	1.170	181.73
2015	6,802	0.610	1.197	175.98
2020	7,740	0.712	1.424	183.98
2025	8,435	0.745	1.490	176.64
2035	9,485	0.798	1.596	168.27

Developing a proposed maximum number of connections in the Town of Jackson Limited Water Service Area (LWSA) will be discussed later in this report. Demands were calculated on a per connection basis. As most proposed developments or future connections in the Village will be residential, residential water usage data was compiled for the past 3 years. Table 2 shows the residential customer usage for the past 3 years. The average day usage per customer is 117 gallons. This would equate to a maximum day consumption of 235 gallons per customer.

Table 2 - Residential Customer Usage

	Residential Connections	Annual Consumption [kgal]	Avg Daily Consumption [gal/conn]	Connection Avg Flowrate (gpm)	Peak Flowrate [gpm/conn]
2016	2,958	127,372	118	0.08	
2017	3,018	129,803	118	0.08	
2018	3,089	129,922	115	0.08	
Avg	3,022	129,032	117	0.08	2

As displayed in Table 2, the average day flowrate per residential connection is 0.08 gpm. Using the maximum day to average day ratio of 2.0, residential customers average only 0.16 gpm during the maximum day. In actuality, no residential connection would use such a low flow rate constantly throughout the day. Instead, usage tends to occur in sporadic bursts when appliances are running, flushing a toilet, washing clothes, or taking a shower. Residential usage tends to be condensed to a peak flow in the early morning, and a second peak in the evening hours. Therefore, for modeling purposes, 2.0 gpm was used as the peak water flow rate per residential connection.

SUPPLY CAPACITY

The total supply capacity of all 5 wells in service is 4,220 gpm. With Well #4 (the largest) out of service, the firm capacity of the current system is 3,020 gpm or just over 4.3 MGD. The system also has two elevated storage tanks in the main pressure district that have a combined capacity of 700,000 gallons.

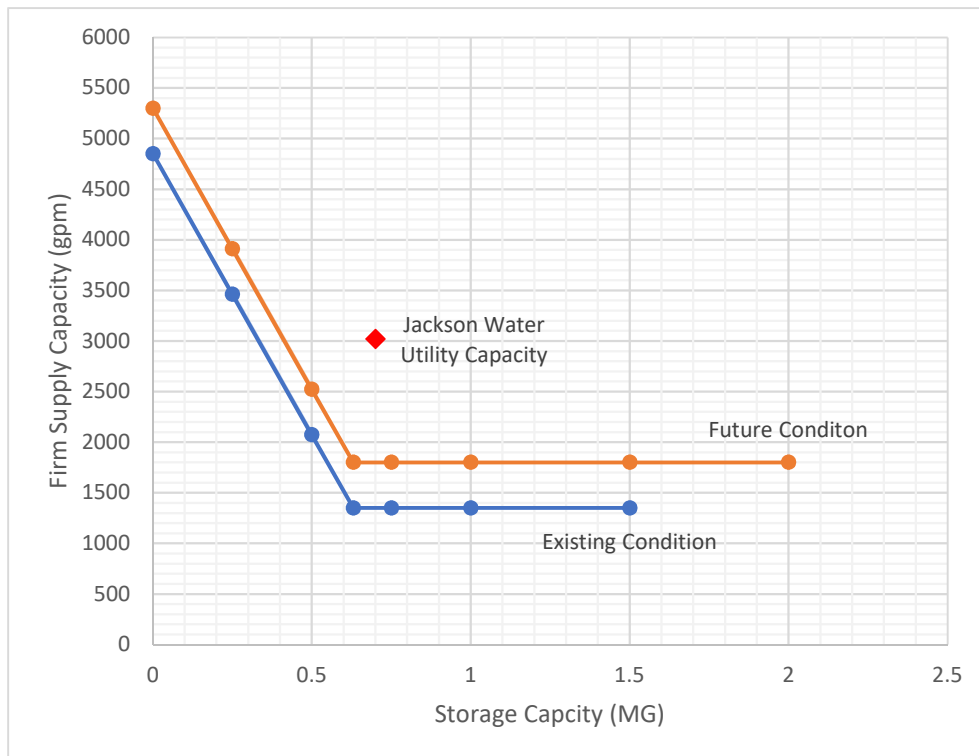


When evaluating the adequacy of the existing supply and storage facilities, the following criteria should be met:

- Water supply facilities should be able to meet future maximum day demand (peak hourly flow)
- Total storage and firm supply capacity of the system should meet a fire flow need (3,500 gpm for a 3-hour duration) during maximum day demand conditions (peak hourly flow)

The amount of storage required for the water system is inversely related to the available supply capacity; as the supply capacity increases, the amount of storage required decreases. This inverse relationship can be seen in Figure 4. The curve was developed based on existing and future peak hour demand (1,350 gpm and 1,800 gpm) and a required fire flow of 3,500 gpm for 3 hours.

Figure 4 - Supply & Storage Curve



A point on the graph is plotted that represents the existing firm supply (3,020 gpm) and storage capacity (0.7 MG). This point should fall on or above the supply-storage curves for existing and future conditions. This indicates the Village of Jackson has sufficient supply and storage to operate.



Town of Jackson

In 2014, the Jackson Water Utility added a substantial amount of water main to serve the residents of the Town of Jackson. This was in response to a gasoline spill from a pipeline. The Jackson Water Utility owns, operates, and maintains the water main fronting all impacted properties, however, not every resident has opted to connect to the Utility. Per the "Intergovernmental Agreement Regarding Provision of Limited Water Service" (Appendix B), there were 151 original approved locations. Only 139 properties opted to connect of the initial 151. See Appendix A for the complete listing of properties currently connected. The Village is looking to evaluate the current system and determine the maximum customers that can be connected.

HYDRAULIC CONSTRAINTS

There are several bottlenecks in the distribution system that impact the supply capacity to the LWSA. The most obvious constraint is the single 350' long, 12-inch diameter PVC watermain connecting the Village to the LWSA. Using a velocity constraint of 5 fps at peak hour demand, the capacity of this single feed is 1760 gpm during peak usage.

The second system constraint is the river crossings to the northwest of the LWSA. Currently, there are two crossings, one (1) 8-inch diameter PVC and one (1) 12-inch diameter DI watermain. The peak hour capacity of the 12-inch pipe is also 1760 gpm, while the 8-inch pipe can supply only 760 gpm. The firm capacity of the distribution system and the LWSA southeast of the river is only 390 gpm for normal peak hour demands (no emergency situations such as a water main break or a fire demand). Figure 5 shows both the LWSA and river crossing constraint locations.

PEAK HOUR DEMAND

The system constraints established a solid starting position to model and simulate. The end goal of the software hydraulic modeling was to establish the maximum peak hour flow to the LWSA at which the pressure at any customer meter did not drop below 20 psi per Public Service Commission Rules (PSC 185.82). In general, this requires the pressure in the distribution main to not be less than 35 psi, which follows Wisconsin Department of Natural Resources Rules (NR 811.66). To ensure these conditions were met, many of the existing laterals were included in the model. Actual lateral diameters were obtained from the Jackson Water Utility records. Figure 5 shows modeled laterals in green. However, the two laterals serving the highest, most remote locations from the main were the limiting factors in the modeling. The locations of these laterals are illustrated in Figure 5.

FIRE FLOW DEMANDS

A major goal of the "Intergovernmental Agreement Regarding Provision of Limited Water Service," between the Village and Town of Jackson was to replace the water that was lost due to the pipeline spill, but not to provide fire flow capacity to the LWSA. However, examining the fire flow capacity of the LWSA is necessary for the proper operation of the LWSA. The assumptions and conditions made for this simulation were maintaining a minimum of 20 psi at all water main locations. Using these assumptions, the minimum supported fire flow demand is 525 gpm. The overall range of fire flow demand varies from 525-1,410 gpm. However, the model does not consider pressures at the customer meter; in all cases, the fire flow demand drops static pressures in the two limiting laterals to 8-14 psi. In other words, in an emergency, the system can handle the required 500 gpm per DNR Rules (NR 811.70(6)) but risks dropping supply pressure to customers during a fire flow event.



MAXIMUM FUTURE CONNECTIONS

While it would appear that the single 12-inch feed to the LWSA is the limiting factor, the actual limiting factor is the two river crossings. These crossings feed not only the LWSA, but also existing Village of Jackson customers SE of the river. The total capacity SE of the river (Village residents and LWSA) is 2,540 gpm. However, we must take into account the minimum fire flow requirement of 500 gpm, which limits domestic usage to 2,040 gpm. Using a peak usage factor of 2 gpm/conn, this equates to 1,020 connections.

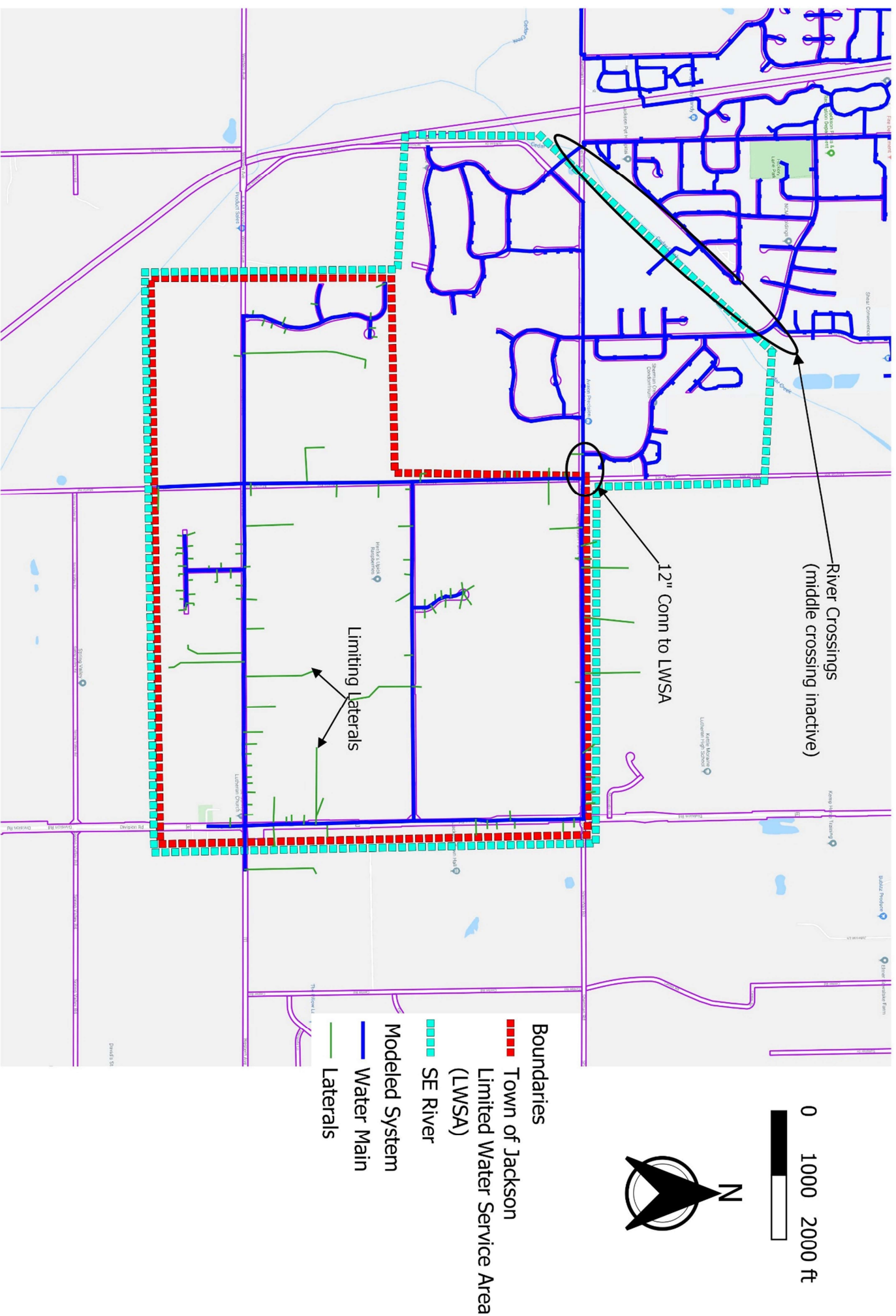
When determining the maximum future connections in the LWSA it is necessary to consider existing Village customers, existing LWSA customers, and proposed future Village developments. When the river crossings were installed, they were sized and designed considering the future buildout within the Village limits SE of the river. While these connections are not currently present, they are reserved and set aside per the original design intentions. Table 3 shows the existing and reserved connections SE of the River. Currently there are 1,005 connections present or reserved. This leaves only 15 connections remaining to be added in the LWSA.

Table 3 - Current Connection Breakdown

Customer Group	# of Connections
Existing Village Connections	565
Future Maplewood Farms Connections	125
Reserved Village Connections	164
Approved LWSA Connections	151
Total Existing & Reserved	1,005
Remaining LWSA Connections	15



Figure 5



Summary & Recommendations

SUMMARY

There are several conclusions that can be made from the project analysis and hydraulic modeling of the LWSA:

1. The Jackson Water Utility currently has adequate water supply capacity to serve the distribution system, both currently and into the reasonably foreseeable future. Similarly, the available storage is adequate to supply the existing and projected maximum day conditions.
2. There are two significant limitations for water supply and service in the LWSA. The presence of several lengthy laterals serving properties at the highest elevation in the zone limits the capacity of the LWSA. The main other significant limitation is the entire LWSA is fed through a 350' single 12-inch diameter main. This contributes to the pressure issues experienced at remote customers; it also reduces the reliability of water supply to the entire LWSA. If a main break were to occur on the single feed main, the entire zone would be out of water and possibly subjected to a boil water notice.
3. The LWSA can meet the DNR required fire flows of 500 gpm at all locations during the modeled peak hour conditions.
4. Modeling results indicate a maximum total water flow for the area SE of the river of 2,540 gpm. Removing the 500gpm fire flow requirement results in a total domestic water flow availability of 2,040. The domestic water flow available equates to 1,020 connections. There are currently 1,005 existing and reserved connections in the area SE of the River. This leaves only 15 future water service connections available in the LWSA.
5. Included in this report are recommendations to improve the supply capacity of the LWSA. However, the Village is under no legal responsibility to undertake the costly corrective projects listed below. Whether to do so is left to the legislative discretion of the Village Board. These projects include installation of additional connections and system looping to service the LWSA. Until these projects occur, the Village's approval of future connections to the LWSA must be made on a case-by-case basis considering the supply constraints outlined in this report.

RECOMMENDATIONS

Included below are recommendations to improve the supply capacity, pressure and fire flow of the LWSA. Additional recommendations are given to help refine the study and provide better information to analyze the maximum capacity of the LWSA. Figure 6 shows locations of the modeled improvements.

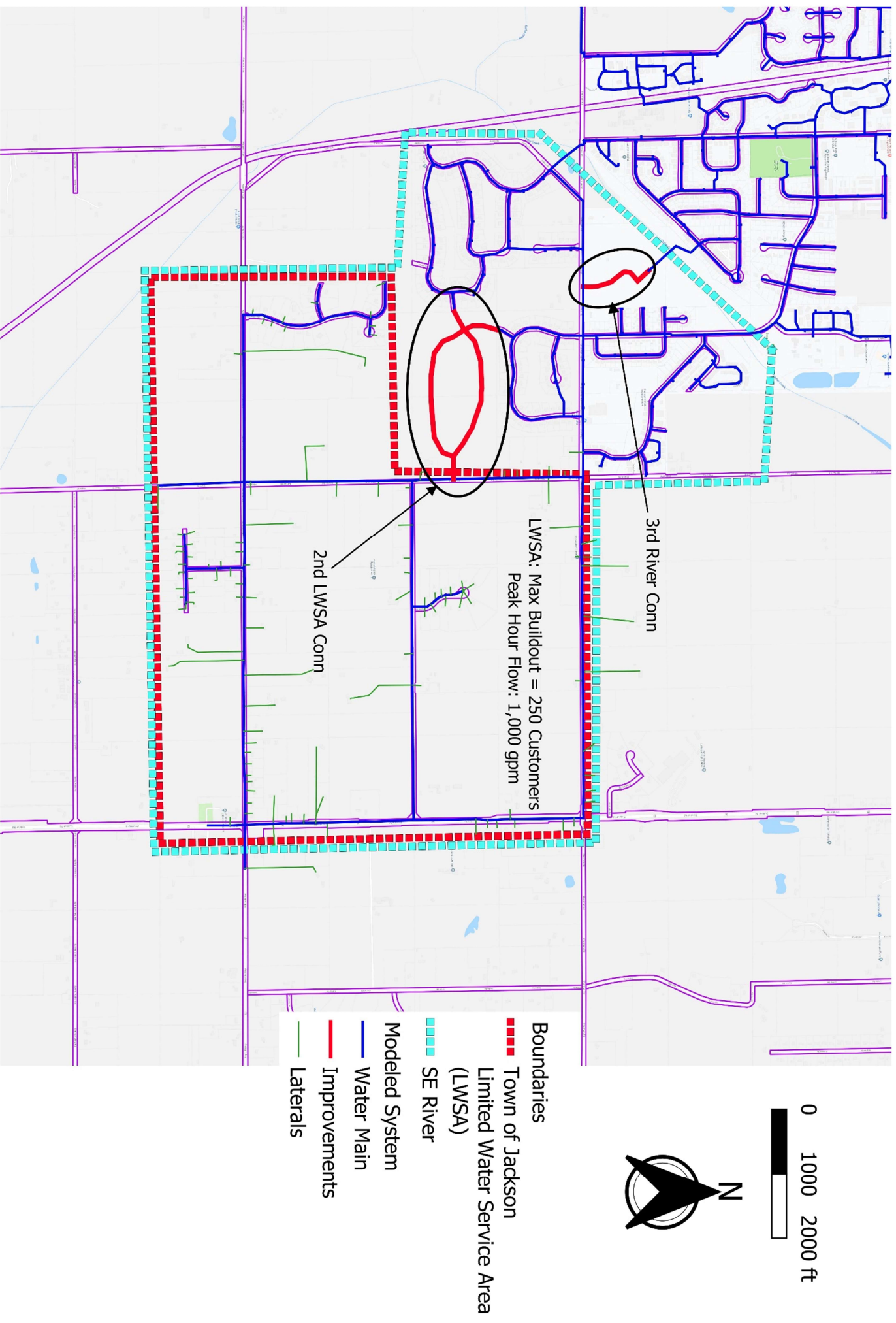
1. Provide Second Connection to Contamination Zone: Providing a second connection to the LWSA would increase service reliability in the case of a main break on the current single feed main. The second connection would also provide increased fire flow; it would add anywhere from 70-350 gpm of fire flow throughout the LWSA.
2. Connect Third River Crossing: Connecting the third river crossing to the distribution system would benefit the Utility customers by improving reliability of the distribution system and providing additional capacity to the area SE of the River, although it is not required. Evaluating only the improvements to fire flow, the third river crossing could add 50-400 gpm of fire flow capacity throughout the LWSA. The combination of the third river crossing and the second LWSA connection adds fire flow capacity of approximately 120-1,000 gpm throughout the LWSA.
3. Virtual Flowmeter: Create a virtual flowmeter within the Utility's AMI system for all customer accounts that are located SE of the river crossing, and for the customers within the LWSA. The virtual



flowmeter can be monitored on a monthly, daily, and hourly basis to help determine the actual average day, maximum day, and peak hour flow rates per connection. This refinement will not affect the modeling results but may change the maximum total residential connections available in the LWSA.



Figure 6



Intergovernmental Agreement for Limited Water Service



INTERGOVERNMENTAL AGREEMENT REGARDING PROVISION OF LIMITED WATER SERVICE

THIS INTERGOVERNMENTAL AGREEMENT REGARDING PROVISION OF LIMITED WATER SERVICE (this "Agreement") is made and effective as of MARCH 13, 2014, by and between the Village of Jackson, a village under chapter 61 of the Wisconsin Statutes and the laws of the State of Wisconsin (the "Village"), and the Town of Jackson, a town under chapter 60 of the Wisconsin Statutes and the laws of the State of Wisconsin (the "Town").

RECITALS

A. The Village and the Town entered into a Revenue Sharing Agreement and Cooperative Boundary Plan in 1999 and amended it in February, 2008 (maps revised March 2009) (the "Existing Boundary Agreement"), which the Town reaffirmed by resolution on November 14, 2013 and which the Village reaffirmed by resolution on December 12, 2013.

B. The Village has been requested to provide water service, as generally described on Exhibit A to this Agreement (the "Limited Water Service"), to the specific properties located in the limited water service area that are listed on Exhibit B to this Agreement (the "LWSA").

C. Various parts of the LWSA are located in the 2015 Boundary Area, the 2030 Boundary Area, and/or the Sanitary Sewer Service Area (as such terms, or similar terms, are used in the Existing Boundary Agreement), and various parts of the LWSA are located outside of such areas.

D. The Village and the Town are entering into this Agreement to confirm their understanding and intent that:

- The Village, through the Jackson Water Utility, will provide the Limited Water Service to the LWSA, as generally described on Exhibit A to this Agreement.
- The costs of installing the facilities for extending the Limited Water Service to the LWSA (including the costs of installing water mains, laterals, a water tower, a booster pumping station, or in-line pumps, and all other costs related to the installation which may include without limitation, individual connections to plumbing systems and abandoning current point of entry treatment systems and wells) will not be borne by the Village or the Town.

E. In entering into this Agreement, the Village and the Town recognize that the Limited Water Service is being provided in connection with the response to a release of gasoline from a pipeline in the LWSA, and is not being provided as a result of planning or development as contemplated by the Existing Boundary Agreement. Therefore, the provision of

the Limited Water Service will not provide any basis for annexation by the Village of all or any part of the LWSA.

F. In entering into this Agreement, the Village and the Town also recognize that, except as specifically set forth herein, the Existing Boundary Agreement shall remain in full force and effect in accordance with its terms.

NOW, THEREFORE, in consideration of the above recitals, which are contractual, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Town agree as follows:

1. Limited Water Service. The Village, through the Jackson Water Utility, will provide the Limited Water Service to the LWSA, as generally described on Exhibit A to this Agreement. However, the provision of the Limited Water Service to the LWSA is subject to the following conditions precedent:

a. The execution of a development agreement between the Village and West Shore Pipe Line Company ("West Shore") acceptable in form and substance to the Village. Without limitation, this development agreement shall provide the necessary assurances that neither the Village nor the Town will bear any direct or indirect costs related to the provision of the Limited Water Service to the LWSA. Furthermore, to the fullest extent permitted by law, the development agreement shall require West Shore to defend, indemnify and hold harmless the Village and the Town, their respective elected officials, employees, agents and insurers from all claims that may arise from the performance of the development agreement.

b. The Village confirming, in its sole judgment, that it has adequate water capacity to provide the Limited Water Service to the LWSA.

c. Approval of this Agreement and the performance thereof by all necessary third parties including the Wisconsin Public Service Commission and the Wisconsin Department of Natural Resources, and any other agencies if required.

d. Payment by West Shore, on behalf of the Town property owners within the LWSA who connect to the water main, of the Jackson Water Utility District impact fees in the amounts set forth in Exhibit C to this Agreement.

e. The Town's adoption of an ordinance approving (i) Chapter 16 of the Village's Code entitled "Water Utility Rules and Regulations," and (ii) sections 11.08 and 11.09 of Chapter 11 of the Village Code regulating cross-connections, and making these provisions applicable to Town property owners within the LWSA who receive water service.

The Town acknowledges that the Jackson Water Utility will incur ongoing costs related to the operation, maintenance, repair and replacement of the Limited Water Service. The Town further acknowledges that the Jackson Water Utility is authorized to recover all of these costs through its rate structure(s), impact fees or other means of recovering costs that are authorized by law. The Town agrees to cooperate with the Village and the Jackson Water Utility in the

recovery of costs relating to the operation, maintenance, repair and replacement of the Limited Water Service.

2. No Basis for Annexation or Other Actions: General Agreements. The Village and the Town agree, and confirm their general understanding and intent, that:

a. Except as set forth in Exhibit B, the provision of the Limited Water Service will not provide any basis for annexation by the Village of all or any part of the LWSA.

b. Except as set forth in Exhibit B, the provision of the Limited Water Service will not be conditioned upon annexation by the Village of all or any part of the LWSA.

c. Except as set forth in Exhibit B, the provision of the Limited Water Service will not give any property, owner, or resident in the LWSA or in the Town any right to any other service of the Village or its utilities, instrumentalities, agencies, or departments; and will not give the Village or its utilities, instrumentalities, agencies, or departments any right or obligation to provide any service other than the Limited Water Service to any property, owner, or resident in the LWSA or in the Town. The Village makes no representations or warranties regarding Jackson Water Utility's capacity to provide water service to properties, whether improved or unimproved, that are not identified on Exhibit B.

d. Exhibit B identifies the parcels that are eligible to receive water from the Village pursuant to this Agreement. The parcels identified in Exhibit B consist of those with an existing house, a parcel containing the Town Hall, vacant parcels with an "I/S" identifier (indicating a vacant parcel that will be provided only a stubbed lateral, not a lateral to the existing house), and other vacant parcels without an "I/S" identifier (together, "Eligible Property"). The provision of water to the Eligible Property is subject to the following restrictive covenants, which covenants shall run with the land and shall be binding upon the current owners together with their heirs and successors in interest, whether by deed or by operation of law (together, "Owner"). These covenants shall be broadly construed in favor of the Village and against the Owner. Furthermore, these covenants may be enforced directly by the Village against the Owner, and the Village is entitled to recover its reasonable attorneys' fees and costs of any such enforcement claim.

i. The Owner is receiving water from the Village for the limited purpose of providing water to an existing house, the Town Hall or, in the case of vacant parcels, one new house or one new duplex. Further subdivision(s) of the Eligible Property, if they occur, are not entitled to receive water without the Owner and the Village entering into a separate written agreement defining the terms and conditions for the provision of water service to the new lots created by the subdivision(s). The Village retains all legislative discretion in determining whether to approve, conditionally approve or deny water service to any new lots created by the Owner. This discretion includes, without limitation, the right to require the annexation or attachment of the future lots that are to be serviced. The

Village has no obligation of good faith or fair dealing when negotiating an Owner's request to provide water service to a parcel that is not an Eligible Property. And, without limitation, the Village may terminate negotiations with the Owner for any or no reason by notice to the Owner.

ii. In the case of any Eligible Property identified in Exhibit B with "I/S," the Owner is limited to providing water to only one house or one duplex. Further, the Owner is solely responsible for the costs of extending the stubbed lateral to the future house or duplex. The Owner of an "I/S" parcel must also obtain and pay for all required permits and fees, including, without limitation, impact fees, special assessments or special charges.

iii. Upon connection of an Eligible Property the Owner must comply with all Jackson Water Utility rules, regulations and ordinances.

iv. Upon connection of an Eligible Property the Owner must comply with the Jackson Water Utility's billing rules, which are summarized in Subsection 5.f., below.

v. Where West Shore has not provided lateral to an existing house, the Owner will indemnify, defend and hold harmless the Village, its elected officials, employees, agents and insurers for any claims arising out of the Owner's extension of the stubbed lateral to a new house or duplex, including claims for property damage or personal injury.

3. No Basis for Annexation or Other Actions: Additional Specific Agreements. Without limiting the provisions of section 2 of this Agreement, the Village and the Town further agree as follows:

a. Existing Boundary Agreement. For purposes of interpreting and implementing the Existing Boundary Agreement, the extension or provision of the Limited Water Service will not constitute the extension or provision of water service to any part of the Town as contemplated by the Existing Boundary Agreement. Without limiting the foregoing:

i. No Shared Property Taxes. The Town will have no obligation to share with or pay to the Village any property taxes attributable to all or any part of the LWSA under section II.B.1 of the Existing Boundary Agreement, as a result of the extension or provision of the Limited Water Service.

ii. No Special Assessment. The extension or provision of the Limited Water Service will not require or provide the basis for any assessment or reimbursement under section II.A.4 of the Existing Boundary Agreement.

iii. No Impact on 2015 Boundary or 2030 Boundary. For purposes of sections III. C and III. D of the Existing Boundary Agreement, the extension or provision of the Limited Water Service will not alter the 2015 Boundary or 2030 Boundary and will not constitute a property being "served with water and/or

sanitary sewer” or otherwise constitute a basis for annexation by the Village of any territory, including all or any part of the LWSA.

iv. No Basis for Annexation. For purposes of section III.G of the Existing Boundary Agreement, the extension or provision of the Limited Water Service will not constitute a basis (and without limiting the foregoing, will not satisfy any criteria regarding the extension or provision of water service) for annexation by the Village of any territory including all or any part of the LWSA.

References to specific section of the Existing Boundary Agreement are illustrative only and not exclusive.

b. Additional Remedies and Procedures. In the event of any action taken or proposed to be taken toward the annexation of any territory in violation of this Agreement, the Town may seek an order enjoining or restraining such action. The Village waives any rights it may have under, and agrees that it will not assert as a defense or other bar to any action or claim by the Town, the provisions of section 66.0217 (11) (c) of the Wisconsin Statutes (as amended or renumbered from time to time), or any other bar or limitation on the right of the Town to bring an action or claim contesting any action taken or proposed to be taken toward the annexation of any territory in violation of this Agreement.

4. Effect on Existing Boundary Agreement.

a. In the event of any conflict between the terms and provisions of this Agreement and those of the Existing Boundary Agreement, the terms and provisions of this Agreement shall be controlling.

b. Except as expressly provided in this Agreement, the Existing Boundary Agreement and all of its terms and provisions (including all criteria for, and all conditions and limitations on, any annexation by the Village of any territory in the Town) are and shall remain in full force and effect including, without limitation, the 2015 and the 2030 boundary provisions of the Existing Boundary Agreement. Furthermore, nothing herein may be construed as a direct or indirect moratorium on the application of the Existing Boundary Agreement.

c. This Agreement interprets and clarifies the Existing Boundary Agreement as it might apply to the matters set forth herein; this Agreement does not constitute an amendment to the Existing Boundary Agreement. If this Agreement is deemed to be an amendment to the Existing Boundary Agreement, the Village and Town shall cooperate in obtaining all approvals required by law.

5. Miscellaneous.

a. References to Annexation. As used in this Agreement, the term “annexation” shall include any annexation under section 66.0217, 66.0219, or 66.0221 of the Wisconsin Statutes (as amended or renumbered from time to time), or any other

proceeding at law, in equity, or under statute by which territory in the Town may be annexed by or attached to the Village.

b. Cooperation Regarding Water Tower and Wells. It is anticipated that further extension of the Limited Water Service may include construction of a water tower and/or wells on property located within the LWSA. The Village and Town agree to reasonably cooperate with respect to the siting of such facilities, and that any associated permits or licenses will not be unreasonably withheld, delayed or conditioned. The design and specifications for the water tower and well are reserved to the Village, subject to consultation with the Town.

The preceding does not limit the Village's legislative discretion regarding the timing and scope of the construction of additional water towers and wells located within or outside the LWSA. However, the construction of additional Jackson Water Utility facilities deemed necessary to serve the LWSA are subject to the Village and the Town entering into a separate agreement defining the terms and conditions of the project. All rights are reserved by the Village and the Town.

c. Water Quality. The Village represents and warrants that the Limited Water Service will meet all applicable minimum local, state and federal water quality standards. However, the Village makes no representations or warranties that the Limited Water Service will exceed applicable local, state and federal water quality standards. The Town accepts these representations and warranties.

d. No Personal Liability. Under no circumstance shall any trustee, supervisor, officer, employee, or individual agent of (i) the Village, (ii) the Town, or (iii) any utility, instrumentality, agency, or department of either have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

e. Indemnity. To the fullest extent authorized by law, the Town agrees to indemnify, defend and hold harmless the Village and its trustees, officers, employees, agents and insurers against any and all claims, lawsuits, costs, or charges (including reasonable attorneys' fees) arising out of the Village's provision of water service to the LWSA pursuant to the terms and conditions of this Agreement, unless claims, lawsuits, costs or charges arise out of the sole negligence of the Village or any acts taken by the Village which are contrary to the terms and conditions of this Agreement.

f. Water Bills. The Jackson Water Utility will be billing the customers within the LWSA directly. However, the Town hereby assumes the risk of non-payment for all delinquent customer invoices. The Jackson Water Utility bills on a quarterly basis. Water customers are typically billed no earlier than the 15th day of the month beginning each quarter. These bills are due in full on the fifth day of the following month in the quarter for which the water consumption has been calculated and billed. (A late payment charge is added to delinquent bills.) The Jackson Water Utility mails a disconnection notice to delinquent customers on or after the seventh day of the third month in the quarter. The Town will be provided copies of all disconnection notices. The customer has ten days to pay the delinquent bill in full to avoid disconnection. The Village will invoice

the Town if the relevant Town water customer(s) fails to make timely payment in full within the deadline described in the disconnection notice. The Village's invoice shall be paid in full by the Town within thirty (30) days of issuance.

g. Governing Law. The internal laws of the State of Wisconsin shall govern this Agreement.

h. Dispute Resolution. Except as otherwise specified in this Agreement, all disputes regarding the interpretation, administration or enforcement of this Agreement shall be resolved by mediation with a mediator stipulated to by the parties. If mediation is not successful, the dispute shall be submitted to binding arbitration by a single arbitrator stipulated by the parties. If the parties cannot agree on an arbitrator, they will request a five-person panel list from the Wisconsin Department of Administration. Each party will have two strikes from the five-person panel. The parties may agree to an alternative method for the selection of the single arbitrator. The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of Wisconsin. The award is final and binding and shall be enforceable at law. The parties agree that arbitration proceedings must be instituted within one year after the claimed breach occurred, and that the failure to institute arbitration proceedings within one year shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

i. No Third Party Beneficiary. This Agreement is intended to be solely between the Village and the Town. Nothing in this Agreement grants any third party beneficiary rights nor may this Agreement be enforced by any non-party.

j. Survival of Rights and Obligations. The rights and obligations described in this Agreement are binding upon future Village and Town Boards.

k. Counterparts. This Agreement may be signed in counterparts by the parties, with the same effect as if the signatures were upon the same instrument. A facsimile or digital signature constitutes an original signature.

l. Amendment. No modification, alteration, or amendment of this Agreement shall be binding unless and until such modification, alteration, or amendment is reduced to writing and executed by both the Village and the Town. All references to codes, regulations, or laws are as amended from time to time.

m. Severability and Savings Clause. If any provision of this Agreement shall be held or deemed to be invalid, inoperative, or unenforceable as applied in any particular case because it conflicts with any other provision of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstance shall not have the effect of rendering the provision in question invalid, inoperative, or unenforceable in any other case or circumstance, or of rendering any other provision of this Agreement invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the Village and the Town, including their powers under section 66.0301 of the Wisconsin Statutes (as amended or renumbered from time to time), to achieve its

intended purpose. Reference is made to section 66.0301 (2) of the Wisconsin Statutes, which provides that section 66.0301 should be interpreted liberally in favor of cooperative action between municipalities.

n. Remedies. The failure of either party to exercise any rights or remedies hereunder shall not waive or extinguish its right to exercise such rights or remedies upon the continuance of any default or the occurrence of any subsequent default. No right or remedy herein conferred on or otherwise available to either party shall be exclusive of any other right or remedy, but each such right and remedy shall be cumulative and in addition to every other right and remedy given herein, or now or hereafter existing at law, in equity, or under statute.

o. Interpretation. This Agreement has been negotiated at arm's length between parties knowledgeable of the matters herein. In addition, each party has been represented by competent legal counsel. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against the party that drafted it is of no application and is hereby expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to accomplish the intentions of the parties.

[Signature page(s) follow this page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

VILLAGE OF JACKSON, for itself and for the
Village of Jackson Water Utility

By: Wendy A. Kannenberg
Village President

By: B. C.
Village Trustee

By: Peter M. Habel
Village Trustee

By: Al H. Hall
Village Trustee

By: Donna M. Olson
Village Trustee

By: J. M. Lynch
Village Trustee

By: Nancy Knaus
Village Trustee

Attest:

Deanna Boldrey
Village Clerk/Treasurer

TOWN OF JACKSON

By: Raymond Heulth
Town Chairperson

By: Dan Kufahl
Town Supervisor DAN KUFALL

By: Paul R. Annett
Town Supervisor Paul R. Annett

By: Everett Russell
Town Supervisor Everett Russell

By: Robert Hartwig
Town Supervisor Robert Hartwig

Attest:

Julia Oliver
Town Clerk

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT REGARDING PROVISION OF LIMITED
WATER SERVICE

Description of Limited Water Service

1. The Village, through the Jackson Water Utility, will provide potable water service to Eligible Property.
2. The Limited Water Service will be provided to users on a retail basis and will be regulated by the Public Service Commission of Wisconsin.
3. The costs of installing the facilities for extending the Limited Water Service to the LWSA, including the costs of installation and connection of water mains and laterals (and the costs of connecting service to all residences, agricultural operations and/or commercial buildings located in the LWSA as of the date of this Agreement, provided that the owner(s) of such residence(s), agricultural operation(s) and/or commercial building(s) notify the Town within 45 days of the date of this Agreement that they desire to receive Limited Water Service) will be borne by West Shore Pipe Line Company. This project shall be further defined in a development agreement between the Village and West Shore Pipe Line Company. No special assessments will be charged or levied against any such owner, property, or resident receiving the Limited Water Service. The Village makes no representations or warranties regarding Jackson Water Utility's capacity to provide water service in excess to the Limited Water Service. Furthermore, the Town acknowledges that neither the Village nor the Jackson Water Utility has any obligation to provide water to residences, agricultural operations and/or commercial buildings in the LWSA that are not in existence as of the date of this Agreement and that have not notified the Town within 45 days of the date of this Agreement that they desire to receive Limited Water Service. The extension of water for future improvements is subject to the parties reaching a separate agreement and all legislative discretion concerning any such agreement is reserved.
4. The extension of the Limited Water Service, including installation and connection of water mains, laterals, and other facilities, will be undertaken and completed in accordance with the construction standards of the Jackson Water Utility and the development agreement between the Village and West Shore Pipe Line Company. All connections shall be performed by properly-licensed plumbers and shall be inspected by authorized employees or contracted professional service providers of the Jackson Water Utility.
5. All water main extensions, together with all lateral extensions from the valve boxes to the mains, will be conveyed to the Jackson Water Utility, together with appropriate easements.

EXHIBIT B
TO
INTERGOVERNMENTAL AGREEMENT REGARDING PROVISION OF LIMITED
WATER SERVICE

Description of LWSA

Attached are (1) a map generally depicting the LWSA, and (2) a list containing the Eligible Property within the LWSA.

Town of Jackson Special Casing & Water Service Area Jackson, Wisconsin

PORTIONS OF SECTIONS 21, 27, 28, 29, 32, 33 & 34, T10N, R20E

1/07/2014

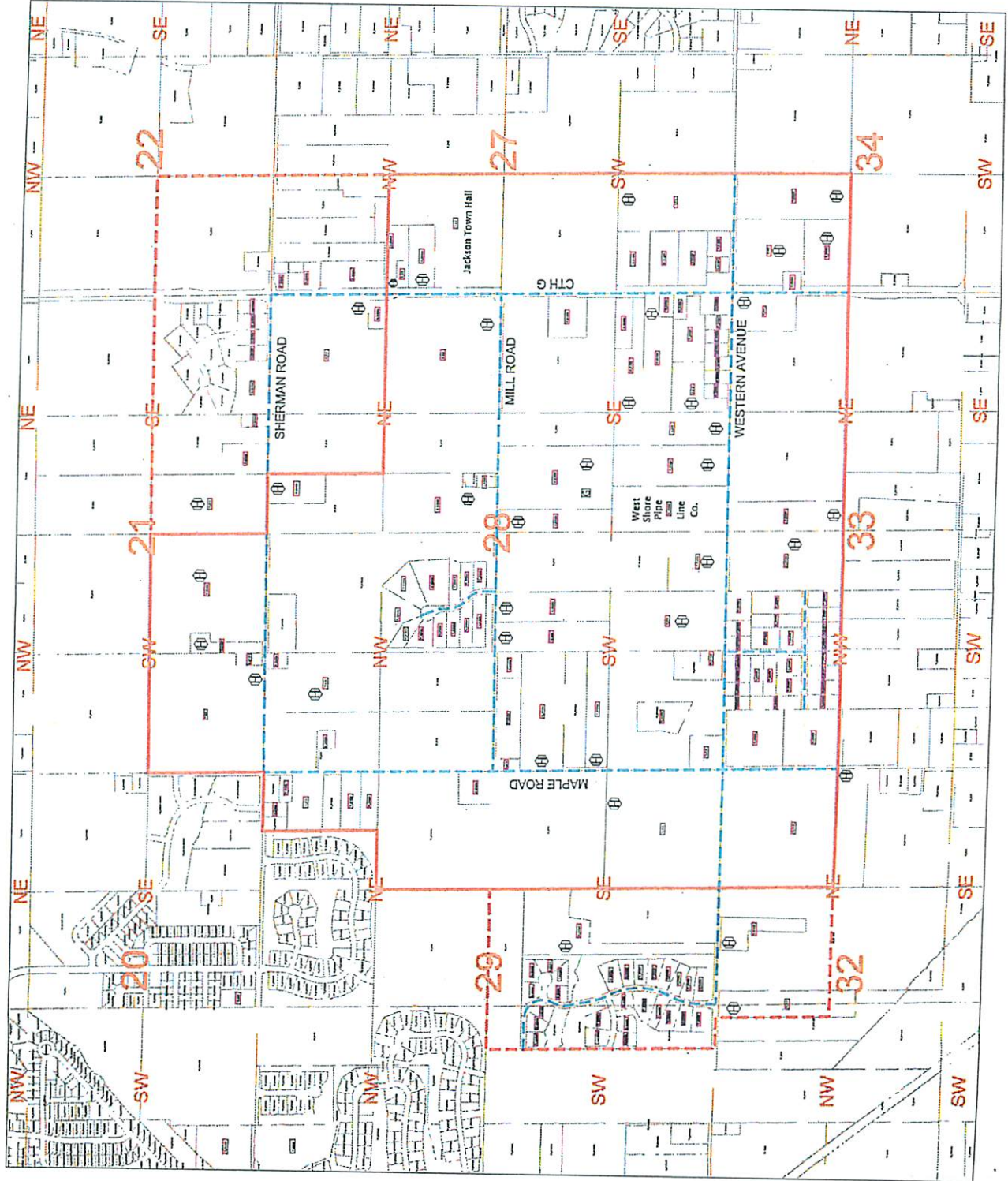


SCALE: 1" = 500'

LEGEND

- SPECIAL CASING AREA
- RECOMMENDED SERVICE AREA
- RECOMMENDED WATER MAIN
- PARCELS
- SECTION
- QUARTER SECTION
- ELIGIBLE PARCEL
- APPROX. LOCATION
- HOUSE & GARAGE

REVISED 01/07/2014



Proposed Town of Jackson Properties for
Water Distribution System Extension

I.D.	Tax Key	House No.	Street	Owner	Type	Acres	Sudivision	Along Route
T7-0767015		2418	CROSSWIND CIR	PHILIP J IV&AMY E DAHLBERG	HOUSE	0.92	CROSSWIND FARMS	
T7-0767016			CROSSWIND CIR	HEIDTKE LIVING TRUST	VACANT	0.92	CROSSWIND FARMS	I / S
T7-0767017			CROSSWIND CIR	WINFIELD HOMES	VACANT	0.92	CROSSWIND FARMS	I / S
T7-0767018			CROSSWIND CIR	WINFIELD HOMES	VACANT	0.93	CROSSWIND FARMS	I / S
T7-0767014		2430	CROSSWIND TRAIL	BRIAN J&STACEY BIRCHBAUER	HOUSE	0.93	CROSSWIND FARMS	
T7-0767001		2913	CROSSWIND TRAIL	DARREN J & BARBARA A SELK	HOUSE	1.00	CROSSWIND FARMS	
T7-0767025		2926	CROSSWIND TRAIL	KEVIN KAZMIERCZAK	HOUSE	1.02	CROSSWIND FARMS	
T7-0767024		2938	CROSSWIND TRAIL	JOSEPH&SANDY REPKA	HOUSE	1.14	CROSSWIND FARMS	
T7-0767004		2945	CROSSWIND TRAIL	MARK R&CHRISTINE A SULOK	HOUSE	1.08	CROSSWIND FARMS	
T7-0767023		2948	CROSSWIND TRAIL	CARLOS J&NORMA A ORTIZ	HOUSE	1.24	CROSSWIND FARMS	
T7-0767005		2961	CROSSWIND TRAIL	MICHAEL J&JENNIFER L STARZMAN	HOUSE	1.64	CROSSWIND FARMS	
T7-0767006		2985	CROSSWIND TRAIL	CHAD L&STEPHANIE J ALTSCHAFL	HOUSE	0.92	CROSSWIND FARMS	
T7-0767011		3053	CROSSWIND TRAIL	JOSEPH R&SARAH E ELLIOTT	HOUSE	0.92	CROSSWIND FARMS	
T7-0767013		3073	CROSSWIND TRAIL	CARL F&JANET L HOLTER	HOUSE	0.92	CROSSWIND FARMS	
T7-0767002			CROSSWIND TRAIL	CROSSWIND FARMS	VACANT	1.17	CROSSWIND FARMS	I / S
T7-0767003			CROSSWIND TRAIL	CROSSWIND FARMS	VACANT	1.30	CROSSWIND FARMS	I / S
T7-0767012			CROSSWIND TRAIL	GREG S RAGSDALE	LOT	0.92	CROSSWIND FARMS	I / S
T7-0767019			CROSSWIND TRAIL	CROSSWIND FARMS	VACANT	1.47	CROSSWIND FARMS	I / S
T7-0767020			CROSSWIND TRAIL	CROSSWIND FARMS	VACANT	1.08	CROSSWIND FARMS	I / S
T7-0767021			CROSSWIND TRAIL	CROSSWIND FARMS	VACANT	1.01	CROSSWIND FARMS	I / S
T7-0767022			CROSSWIND TRAIL	CROSSWIND FARMS	VACANT	1.24	CROSSWIND FARMS	I / S
T7-0767026			CROSSWIND TRAIL	CROSSWIND FARMS	VACANT	1.13	CROSSWIND FARMS	I / S
T7-088200B		2818	DIVISION RD	PHYLLIS J DENCKER	HOUSE	8.68		
T7-0882		2840	DIVISION RD	STEPHEN W WEYKER	HOUSE & LAND	12.07		
T7-088200A		2860	DIVISION RD	EVAN P&TRACY L NICKODEM	HOUSE	1.12		
T7-0841		2881	DIVISION RD	ST JOHNS LUTH CHURCH	CHURCH	7.12		
T7-074800J		2933	DIVISION RD	ERVIN R&MARY S LARSEN JR	HOUSE	4.89		
T7-071200A		2950	DIVISION RD	PHILIP&ROSEANN MCKEAN FAMILY	HOUSE	4.00		
T7-074800A		2955	DIVISION RD	KEITH&ELAINE L RUSCH	HOUSE	4.48		
T7-074700A		2963	DIVISION RD	GUSTAV C BLANK	HOUSE	1.00		
T7-074700B		2971	DIVISION RD	CHARLES F LUEDTKE	HOUSE	9.00		
T7-071200B		2976	DIVISION RD	VERSHANDLE BOWMAN	HOUSE	4.48		
T7-074700C		2985	DIVISION RD	CYRIL E SWIECICHOWSKI	HOUSE	7.14		
T7-074700D		2987	DIVISION RD	TIMOTHY J&NICOLE M OLSZEWSKI	HOUSE	2.48		
T7-071200C		2992	DIVISION RD	DENNIS C&BARBARA LIEBL	HOUSE	5.20		
T7-074300A		3037	DIVISION RD	BERGGREN FARMS II LLC	HOUSE	4.63		
T7-0707		3146	DIVISION RD	TOWN OF JACKSON	TOWN HALL	28.76		
T7-070600A		3166	DIVISION RD	HERBERT WICHMANN	HOUSE	4.94		
T7-0706		3174	DIVISION RD	KENNETH A SCHMITT	HOUSE	0.95		
T7-070600B		3186	DIVISION RD	BLANCA ROSA KASCHNER	HOUSE	5.00		
T7-070500B		3204	DIVISION RD	LEWIS G&ROSEMARY M HOLTSCLAW	HOUSE	5.00		
T7-072300A		3207	DIVISION RD	JON C ZANDI	HOUSE	1.50		
T7-0723		3215	DIVISION RD	WILLARD B WOLFF	HOUSE & LAND	37.47		
T7-070500C		3282	DIVISION RD	BOPPRE TRUST	HOUSE	2.16		
T7-070500A		3296	DIVISION RD	ROBERT DOBBERFUHL	HOUSE	0.79		
T7-0767007		2459	GOLDEN HARVEST LN	MARTIN D&MICHELLE BALL TOD	HOUSE	0.92	CROSSWIND FARMS	
T7-0767008			GOLDEN HARVEST LN	CROSSWIND FARMS	VACANT	0.92	CROSSWIND FARMS	I / S
T7-0767009			GOLDEN HARVEST LN	CROSSWIND FARMS	VACANT	1.25	CROSSWIND FARMS	I / S
T7-0767010			GOLDEN HARVEST LN	CROSSWIND FARMS	VACANT	1.29	CROSSWIND FARMS	I / S

This list includes parcels originally listed by Arcadis with the following additions:

I = Parcels added to the list

I/S= Vacant Parcels allowed installation of stubbed laterals

Proposed Town of Jackson Properties for
Water Distribution System Extension

I.D.	Tax Key	House No.	Street	Owner	Type	Acres	Sudivision	Along Route
T7-0848010		1957	HUMMINGBIRD DR	TIM R & PATRICIA A DANO	HOUSE	1.62	MOCKINGBIRD HILL	
T7-0848009		1960	HUMMINGBIRD DR	JODY LASAGE	HOUSE	3.29	MOCKINGBIRD HILL	
T7-0848011		1969	HUMMINGBIRD DR	RICHARD A&CARRIE J DZIK	HOUSE	1.41	MOCKINGBIRD HILL	
T7-0848008		1974	HUMMINGBIRD DR	GARY J KOENEN	HOUSE	1.98	MOCKINGBIRD HILL	
T7-0848012		1983	HUMMINGBIRD DR	MARK R&KRISTY K KOENKE	HOUSE	1.39	MOCKINGBIRD HILL	
T7-0848007		1990	HUMMINGBIRD DR	GREGORY T&JENNIFER A HOLT	HOUSE	1.34	MOCKINGBIRD HILL	
T7-0848013		1995	HUMMINGBIRD DR	WARREN J&JUDY A PLEUGERS	HOUSE	1.39	MOCKINGBIRD HILL	
T7-0848014		2007	HUMMINGBIRD DR	ROBERT C & TAMMY L TETZLAFF	HOUSE	1.38	MOCKINGBIRD HILL	
T7-0848005		2014	HUMMINGBIRD DR	JOHN M STIEMKE	HOUSE	1.46	MOCKINGBIRD HILL	
T7-0848015		2019	HUMMINGBIRD DR	JOSEPH A&THERESA L HERRMANN	HOUSE	2.13	MOCKINGBIRD HILL	
T7-0848004		2026	HUMMINGBIRD DR	NATHAN&DEANNA S KONS	HOUSE	1.44	MOCKINGBIRD HILL	
T7-0848016		2031	HUMMINGBIRD DR	SARA J BAKER	HOUSE	1.38	MOCKINGBIRD HILL	
T7-0848003		2042	HUMMINGBIRD DR	ERIC A&JODI L BAUMANN	HOUSE	2.03	MOCKINGBIRD HILL	
T7-0848017		2043	HUMMINGBIRD DR	DOYLE F BUSSE	HOUSE	1.38	MOCKINGBIRD HILL	
T7-0813		2807	MAPLE RD	ROGER R&MARTHA LIESENER TRUST	HOUSE & LAND	51.22		
T7-085000D		2812	MAPLE RD	MICHAEL P&TRACY A HEERHOLD	HOUSE	10.28		
T7-0769		2979	MAPLE RD	BERGGENER FARMS	HOUSE	40.00		I
T7-073700E		3020	MAPLE RD	FLORIAN J&KARA L WISINSKI	HOUSE & LAND	7.43		
T7-073700Z		3060	MAPLE RD	GARY A HECKENDORF	HOUSE	15.26		
T7-075200Z		3115	MAPLE RD	ROGER R&MARTHA LIESENER TRUST	HOUSE	3.31		
T7-074900C		3209	MAPLE RD	JEROLD R WAGENKNECHT	HOUSE	2.99		
T7-074900E		3223	MAPLE RD	S EUGENE MATEL	HOUSE	3.50		
T7-073100A		3252	MAPLE RD	EUGENE J&GRACE A MACIEJEWSKI	HOUSE	1.02		
T7-0749		3255	MAPLE RD	GREGORY R&CARLA J HARRY	HOUSE	5.95		
T7-074900J		3279	MAPLE RD	RONALD R&JULIE K HEIDTKE	HOUSE	0.99		
T7-085000A			MAPLE RD	DAVID Z & HOLLY L DYTCHKOWSKYJ	LOT	10.33		I/S
T7-0728		1736	MILL RD	ROSS B&MARCELLA C BISHOP	LAND	38.57		
T7-074400B		1859	MILL RD	CURTIS J&WANDA M BEELER	HOUSE	21.24		
T7-072600C		1860	MILL RD	JACKSON HISTORICAL SOCIETY INC	HOUSE	0.70		
T7-072600Z		1870	MILL RD	JOSEPH FC&JODI L LESAC	HOUSE	18.45		
T7-074400A		1891	MILL RD	PAUL&KAREN SCHRECK	HOUSE	10.98		
T7-073600A		1969	MILL RD	JEFFREY C SMITH	HOUSE	10.07		
T7-0736		1987	MILL RD	ROBERT J&JANICE I HENKE	HOUSE	10.07		
T7-073700B		2011	MILL RD	RAYMOND A&EULORA HECKENDORF LE	HOUSE	1.85		
T7-073700A		2045	MILL RD	BETH A FRANK	HOUSE	5.67		
T7-0738		2097	MILL RD	KEVIN A BEHM	HOUSE	1.00		
T7-0848002		2857	MOCKINGBIRD DR	JEFFREY F FALBO	HOUSE	1.55	MOCKINGBIRD HILL	
T7-0848006		2864	MOCKINGBIRD DR	GARY L&RHEA JANE GRESETH	HOUSE	1.83	MOCKINGBIRD HILL	
T7-0848001		2869	MOCKINGBIRD DR	KEVIN M&MARY K BUKOVIC	HOUSE	1.55	MOCKINGBIRD HILL	
T7-057600A		1710	SHERMAN RD	ROLAND L JACKSON	HOUSE	1.38		
T7-057600C		1732	SHERMAN RD	HAROLD F CALLUM JR	HOUSE	1.38		
T7-057600E		1752	SHERMAN RD	PAUL A LOBER	HOUSE	1.38		
T7-057600Z		1782	SHERMAN RD	JACK HILL	HOUSE	5.25		
T7-057500A		1796	SHERMAN RD	MICHAEL A&SANDRA L VORWERK	HOUSE	1.00		
T7-057500C		1818	SHERMAN RD	MICHAEL J&S S PEPLINSKI	HOUSE	4.00		
T7-072500A		1845	SHERMAN RD	PATRICK M&JANIS J SIERRA	HOUSE	5.00		
T7-0575		1876	SHERMAN RD	KENNETH E&MARIAN GREIFENHAGEN	HOUSE	20.00		
T7-057200Z		1930	SHERMAN RD	ROBIN L OLSON REVOCABLE	HOUSE	37.04		
T7-057200A		1986	SHERMAN RD	MATTHEW R&JESSICA L BRAEGER	HOUSE	2.60		
T7-073000A		1997	SHERMAN RD	MELVIN R HECKENDORF	HOUSE	1.03		
T7-057100A		1998	SHERMAN RD	THOMAS A&JEAN M OKRUHLICA	HOUSE	1.02		
T7-0571		2018	SHERMAN RD	SHERMAN HEIGHTS LP	HOUSE	38.98		
T7-0730		2039	SHERMAN RD	MELVIN R HECKENDORF&	HOUSE	21.72		
T7-074900F		2135	SHERMAN RD	JOHN S SR&TONI K HELLER	HOUSE	1.01		
T7-054500C		2406	SHERMAN RD	SANDRA LEE RINDT	HOUSE	9.07		I
T7-075500A		2409	SHERMAN RD	ROBERT C & DONNA STEITZ LIVING	HOUSE	10.05		I
V3 0208	N160 W1		SHERMAN RD	JAMES W & GINA M BLANK	HOUSE	2.00	Property is in the Vol	I
T7-057600A001			SHERMAN RD	ROLAND L JACKSON	LOT	1.00		

This list includes parcels originally listed by Arcadis with the following additions:

I = Parcels added to the list

I/S= Vacant Parcels allowed installation of stubbed laterals

Proposed Town of Jackson Properties for
Water Distribution System Extension

I.D.	Tax Key	House No.	Street	Owner	Type	Acres	Sudivision	Along Route
T7-088200C		1639	WESTERN AVE	PAUL A&KARLA K MOZDZEN	HOUSE	14.79		
T7-0712		1646	WESTERN AVE	THOMAS M&KIM M MUTZ	HOUSE	19.27		
T7-071200D		1666	WESTERN AVE	ROBERT G LAJOICE	HOUSE	1.73		
T7-071300A		1676	WESTERN AVE	THOMAS W&LYNN D ROSBECK	HOUSE	0.99		
T7-074800B		1708	WESTERN AVE	PETER J&JENNIFER E LASAGE	HOUSE	2.00		
T7-074800F		1730	WESTERN AVE	DANIEL J&VICKI G FLANDERS	HOUSE	1.13		
T7-074800H		1740	WESTERN AVE	CHRISTINE M KILBOURN	HOUSE	0.95		
T7-074800C		1750	WESTERN AVE	ROBERT A&SUSAN J BRANDT	HOUSE	0.95		
T7-074800D		1760	WESTERN AVE	FRANCIS J WANTY	HOUSE	1.03		
T7-074800E		1770	WESTERN AVE	RICHARD T&GLADYS H OESTREICH	HOUSE	1.03		
T7-074800G		1780	WESTERN AVE	ALLAN J&BARBARA J LUKES	HOUSE	0.99		
T7-0748		1790	WESTERN AVE	JAMES A NINEDORF	HOUSE	5.58		
T7-0745		1824	WESTERN AVE	THOMAS S&GWENDOLYN A WAGNER	HOUSE	10.98		
T7-074500B		1836	WESTERN AVE	JOHN D FENTON&	HOUSE	13.63		
T7-074500A		1880	WESTERN AVE	WEST SHORE PIPE LINE CO	HOUSE	15.34		
T7-084200A		1885	WESTERN AVE	WILLIAM L&JOYCE E VOGEL TRUST	HOUSE	10.00		
T7-084700C		1915	WESTERN AVE	JAMES R&NICOLLE A FEILBACH	HOUSE	20.00		
T7-074200A		1930	WESTERN AVE	ROSS B&MARCELLA C BISHOP	HOUSE	10.00		
T7-084800B		1961	WESTERN AVE	MARK P&TAMMY L FITZGERALD	HOUSE	2.13		
T7-0741		1964	WESTERN AVE	PETER&RUTH WOOD	HOUSE	20.00		
T7-084800A		1971	WESTERN AVE	JAMES & DONNA BOURNELIS	HOUSE	1.13		
T7-084900D002		1985	WESTERN AVE	ROBERT L BECK	HOUSE	1.00		
T7-073900C		2004	WESTERN AVE	MARY C CHA	HOUSE	1.00		
T7-084900D001		2005	WESTERN AVE	LOYD N FULTON	HOUSE	1.00		
T7-084900C		2015	WESTERN AVE	ROBERT PERSZYK	HOUSE	1.00		
T7-084900B		2025	WESTERN AVE	NORMAN R BLOCK	HOUSE	1.00		
T7-084900A		2035	WESTERN AVE	DANIEL E&LINDA A CORLETTE	HOUSE	1.00		
T7-073900A		2060	WESTERN AVE	LYLE A WHEELER	HOUSE	4.33		
T7-0740		2090	WESTERN AVE	GREGORY E HOLCOMB	HOUSE	3.00		
T7-081400B		2245	WESTERN AVE	CLIFFORD A&DORIS KOELLER	HOUSE	5.01		
T7-076800A		2250	WESTERN AVE	HEIDTKE LIVING TRUST	HOUSE	15.99		
T7-0815		2305	WESTERN AVE	RICHARD H&SHARON J BOLDT	HOUSE	10.77		
T7-0734002		3115	WILDFLOWER LN	ROBERT C&JUDI L MIELKE	HOUSE	1.98	PRAIRIE MEADOW EST	
T7-0734012		3116	WILDFLOWER LN	BRIAN GONIU	HOUSE	1.05	PRAIRIE MEADOW EST	
T7-0734003		3127	WILDFLOWER LN	CHAD D&MELISSA J JOHNSON	HOUSE	1.68	PRAIRIE MEADOW EST	
T7-0734011		3128	WILDFLOWER LN	DAVID J&KATHRYN L MOORE	HOUSE	1.28	PRAIRIE MEADOW EST	
T7-0734004		3133	WILDFLOWER LN	JAMI LONG	HOUSE	1.42	PRAIRIE MEADOW EST	
T7-0734010		3134	WILDFLOWER LN	ROBERT D&KATHRYN J CAMPBELL	HOUSE	1.46	PRAIRIE MEADOW EST	
T7-0734005		3151	WILDFLOWER LN	JAMES R JR&KAREN K CARR	HOUSE	1.36	PRAIRIE MEADOW EST	
T7-0734009		3152	WILDFLOWER LN	JORDAN A GALLITZ	HOUSE	4.10	PRAIRIE MEADOW EST	
T7-0734006		3159	WILDFLOWER LN	LISA L YORKEY-PETERS	HOUSE	1.58	PRAIRIE MEADOW EST	
T7-0734014		3165	WILDFLOWER LN	MICHAEL J&MICHELLE L UUTALA	HOUSE	1.43	PRAIRIE MEADOW EST	
T7-0734015		3166	WILDFLOWER LN	THOMAS&LORA STROBEL	VACANT	3.74	PRAIRIE MEADOW EST	I / S
T7-0734016		3166	WILDFLOWER LN	THOMAS&LORA STROBEL	HOUSE	2.87	PRAIRIE MEADOW EST	
					TOTAL ACRES	878.10		

This list includes parcels originally listed by Arcadis with the following additions:

I = Parcels added to the list

I/S= Vacant Parcels allowed installation of stubbed laterals

EXHIBIT C
TO
INTERGOVERNMENTAL AGREEMENT REGARDING PROVISION OF LIMITED
WATER SERVICE

Impact Fees

See following page

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ORDINANCE #11-02

**AN ORDINANCE AMENDING CHAPTER 22 OF THE VILLAGE CODE OF THE
VILLAGE OF JACKSON**

**THE VILLAGE BOARD OF THE VILLAGE OF JACKSON, WASHINGTON COUNTY,
WISCONSIN, does ordain the following changes to the Village Code:**

SECTION I. Section 22.10 of the Village Code is repealed and amended as follows:

Sec. 22.10. Park Facilities Fees as may be charged pursuant to
Section 236.45 (6) Wis. Stats.

SECTION II. Section 22.09 A. of the Village Code is amended as follows:

Sec. 22.09 A. Water Impact Fee is set at \$820.00.

SECTION III. Section 22.11 A. of the Village Code is enacted as follows:

Sec. 22.11 A. Police and Fire Facilities Impact Fee is set at
\$1,430.00 per residential unit, Multi-Family \$1,280.00 per unit,
and at \$2.80 per \$1000.00 of improvements of non-residential
property.

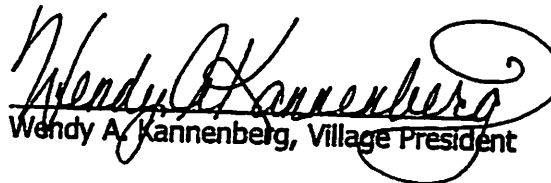
SECTION IV. This ordinance shall take effect from and after its passage and
posting.

Introduced by: Peter HABEL

Seconded by: BRIAN EMMERICH

Vote: 6 Aye — Nay

Passed and Approved: MAY 10, 2011


Wendy A. Kannenberg, Village President

Attest: Susan E. Rank
Susan E. Rank, Village Clerk

Proof of Posting

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

Village Official: *Jessie E. Rusk* Dated: *May 12, 2011*

LWSA Service Connections



Properties Receiving Service Connections

Property Location		Last Name	First Name
2418	Crosswind Cir	Dahlberg	Philip & Amy
Lot 16	Crosswind Cir	Heidtke Living Trust	
Lot 17	Crosswind Cir	Winfield Homes LLC	
Lot 18	Crosswind Cir	Winfield Homes LLC	
2430	Crosswind Trl	Birchbauer	Brian & Stacey
2913	Crosswind Trl	Selk	Darren & Barbara
2926	Crosswind Trl	Kazmierczak	Kevin
2938	Crosswind Trl	Repka	Joseph & Sandy
2945	Crosswind Trl	Sulok	Mark & Christina
2948	Crosswind Trl	Ortiz	Carlos & Norma
2961	Crosswind Trl	Starzman	Michael & Jennifer
2985	Crosswind Trl	Mack	Joseph & Tammy
3053	Crosswind Trl	Prochnow	Jeremy
3073	Crosswind Trl	Holter	Carl & Janet
Lot 2	Crosswind Trl	Crosswind Farms LLC	Dirk Wildt (Builder)
Lot 3	Crosswind Trl	Crosswind Farms LLC	
Lot 12	Crosswind Trl	Ragsdale	Greg
Lot 19	Crosswind Trl	Crosswind Farms LLC	
Lot 20	Crosswind Trl	Crosswind Farms LLC	
Lot 21	Crosswind Trl	Crosswind Farms LLC	
Lot 22	Crosswind Trl	Crosswind Farms LLC	
Lot 26	Crosswind Trl	Crosswind Farms LLC	
2881	Division Road	St. John's Lutheran Church	c/o Keith Heidtke
2933	Division Road	Larsen	Ervin & Mary
2950	Division Road	McKean	Philip & Roseann
2955	Division Road	Rusch	Keith & Elaine
2963	Division Road	Blank	Gustav
2971	Division Road	Luedtke	Charles
2985	Division Road	Swiecichowski	Cyril & Shirley
2987	Division Road	Olszewski	Timothy & Nicole
2992	Division Road	Liebl	Dennis & Barbara
3166	Division Road	Wichmann	Herbert
3174	Division Road	Schmitt	Kenneth
3186	Division Road	Kaschner	Blanca Rosa
3204	Division Road	Holtsclaw	Lewis & Rosemary
3207	Division Road	Zandi	Jon
3282	Division Road	Boppre	Tim & Dawn
3296	Division Road	Dobberfuhr	Robert
2459	Golden Harvest Ln	Ball	Martin & Michelle
Lot 8	Golden Harvest Ln	Crosswind Farms LLC	
Lot 9	Golden Harvest Ln	Crosswind Farms LLC	
Lot 10	Golden Harvest Ln	Crosswind Farms LLC	
1957	Hummingbird Dr	Dano	Tim & Patricia
1960	Hummingbird Dr	Brzezinski	Jody
1969	Hummingbird Dr	Dzik	Richard & Carrie
1974	Hummingbird Dr	Koenen	Gary
1983	Hummingbird Dr	Koenke	Mark & Kristy
1990	Hummingbird Dr	Holt	Gregory & Jennifer
1995	Hummingbird Dr	Pleugers	Warren & Judy
2007	Hummingbird Dr	Tetzlaff	Robert & Tammy
2014	Hummingbird Dr	Stiemke	John
2019	Hummingbird Dr	Herrmann	Joseph & Theresa
2026	Hummingbird Dr	Kons	Nathan & Deanna
2031	Hummingbird Dr	Baker Fahey	Sara
2042	Hummingbird Dr	Baumann	Eric & Jodi
2043	Hummingbird Dr	Busse	Doyle
2812	Maple Road	Heerhold	Michael & Tracy
2979	Maple Road	Berggren	Floyd

Properties Receiving Service Connections

Property Location		Last Name	First Name
3020	Maple Road	Wisinski	Florian & Kara
3060	Maple Road	Heckendorf	Gary
3115	Maple Road	Liesener	Roger & Martha Trust
3209	Maple Road	Wagenknecht	Jerold & Jean
3223	Maple Road	Leak	Carrie & Andre
3252	Maple Road	Maciejewski	Guy
3255	Maple Road	Harry	Gregory & Carla
3279	Maple Road	Heidtke	Ronald & Julie
Lot	Maple Road	Dytchkowskyj	David & Holly
1859	Mill Road	Beeler	Curtis & Wanda
1870	Mill Road	LeSac	Joseph & Jodi
1891	Mill Road	Schreck	Paul & Karen
1969	Mill Road	Smith	Jeffrey
1987	Mill Road	Henke	Robert & Janice
2011	Mill Road	Heckendorf	Raymond & Eulora
2045	Mill Road	Frank Manchester	Beth
2097	Mill Road	Behm	Kevin
2857	Mockingbird Dr	Falbo	Jeffrey
2864	Mockingbird Dr	Greseth	Gary & Rhea Jane
2869	Mockingbird Dr	Bukovic	Kevin & Mary
1710	Sherman Road	Jackson	Roland
1732	Sherman Road	Callum, Jr.	Harold
1752	Sherman Road	Lober	Paul
1782	Sherman Road	Hill	Jack
1796	Sherman Road	Vorwerk	Michael & Sandra
1818	Sherman Road	Peplinski	Michael
1845	Sherman Road	Sierra	Patrick & Janis
1876	Sherman Road	Greifenhagen	Kenneth & Marian
1930	Sherman Road	Olson	Robin & Daniel
1986	Sherman Road	Braeger	Matthew & Jessica
1997	Sherman Road	Heckendorf	Melvin
1998	Sherman Road	Okruhlica	Thomas & Jean
2018	Sherman Road	Okruhlica	Thomas & Jean
2039	Sherman Road	Heckendorf	Melvin
2135	Sherman Road	Heller	John & Toni
2165	Sherman Road	Heller	John & Toni
2409	Sherman Road	Steitz	Robert & Donna
Lot	Sherman Road	Jackson	Roland
1646	Western Ave	Mutz	Thomas & Kim
1666	Western Ave	Lajoice	Robert
1676	Western Ave	Rosbeck	Thomas & Lynn
1708	Western Ave	LaSage	Peter & Jennifer
1730	Western Ave	Flanders	Daniel & Vicki
1740	Western Ave	Kilbourn	Christine
1750	Western Ave	Brandt	Robert & Susan
1760	Western Ave	Wanty	Francis
1770	Western Ave	Oestreich	Richard & Gladys
1780	Western Ave	Lukes	Allan & Barbara
1790	Western Ave	Ninedorf	James
1824	Western Ave	Wagner	Thomas & Gwendolyn
1836	Western Ave	Fenton	John
1880	Western Ave	West Shore Pipe Line Co	
1885	Western Ave	Vogel	William & Joyce
1915	Western Ave	Feilbach	James & Nicolle
1930	Western Ave	Bishop	Ross & Marcella
1961	Western Ave	Fitzgerald	Mark & Tammy
1964	Western Ave	Wood	Peter & Ruth
1971	Western Ave	Bournelis	James & Donna

Properties Receiving Service Connections

Property Location		Last Name	First Name
1985	Western Ave	Pipkorn	Kevin
2004	Western Ave	Ciha	Mary
2005	Western Ave	Fulton	Loyd
2015	Western Ave	Barz	Ryan
2025	Western Ave	Block	Norman
2035	Western Ave	Corlette	Daniel & Linda
2060	Western Ave	Wheeler	Lyle
2090	Western Ave	Holcomb	Gregory
2245	Western Ave	Koeller	Clifford & Doris
2250	Western Ave	Heidtke	Ray
2305	Western Ave	Boldt	Richard & Sharon
3115	Wildflower Ln	Mielke	Robert & Judi
3116	Wildflower Ln	Goniu	Brian
3127	Wildflower Ln	Johnson	Chad & Melissa
3128	Wildflower Ln	Moore	David & Kathryn
3133	Wildflower Ln	Long	Jami
3134	Wildflower Ln	Campbell	Robert & Kathryn
3151	Wildflower Ln	Carr	James & Karen
3152	Wildflower Ln	Gallitz/Utech	Jordan/Karen
3159	Wildflower Ln	Peters/Micech	Lisa/Jim
3165	Wildflower Ln	Uutala	Michael & Michelle
3166	Wildflower Ln	Strobel	Thomas & Lora
Lot 15	Wildflower Ln	Strobel/Uutala	Thomas/Michael

Memo

To: Board of Public Works

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

Subject: Town of Jackson Water Expansion Area – Water Service Request
Robin Olson – Sherman Road

Date: October 25, 2019

CC: Village Board

The Jackson Water Utility has received an application for a new water service request located in the Town of Jackson Water Expansion Area. The water service request is for a proposed land division for a new single-family residence located on Sherman Road.

After reviewing the design and the water demand of the request, the calculation of pressure available for uniform loss is 46.2 psi which meets the standard set by the PSC (Public Service Commission) and the DNR (Department of Natural Resources). The Jackson Water Utility is currently reviewing the capacity of the “Expanded Water System”. The study is scheduled to be completed by the November 2019 Public Works meeting.

Since, the subdivided land does not exist, and would require additional approval from the Village of Jackson, the Village does have right to take acceptance to the land division. The water connection review would be placed on hold until the study is completed.

Another thought is the property could request annexation and be connected to the Jackson Sewer and Water Systems. The sanitary sewer cost would be a joint effort with the adjacent properties and the Jackson Sewer Utility.

If you have any questions, please let me know.

Brian W. Kober, P.E.

Jackson Water Utility
Application for Connection to Water System

Name of Property Owner: Robin L Olson Revokable Living Trust

Phone Number: 262-677-4663

Email: Robinlee29@AOL.com

Description of Property: Single family home - New build

Address of Property: 1966 Sherman Rd., Jackson, WI

Tax Key Number: TBD

Size of Property: 2280 sq ft

Description of Use on Property: Main Residence - Single family Dwelling

Water Usage (gallons per day): Average 130 gal/day

Size of Water Service (Diameter in inches; Length in feet): 1 1/4", 80 ft

Size of Valves on Lateral (inches): ONE INCH

Type of material of Lateral: PB TUBING ASTM 3309

Submit Location Map (showing lateral, water main, road right of way, valve, and connection to use):

Describe method for installation of lateral: _____

Time/Schedule of Installation: _____

Name of Contractor for installation: Joseph Douglas Homes **Phone #:** 262-783-4700

Note: 1) A Village plumbing permit is required for the installation. Please contact the Village of Jackson Building Inspection Department at 262-677-9696.

2) Payment of all impact, connection, permit, and meter fees prior to installation.

3) An inspection is required, please call 262-677-9696 to schedule an appointment.

Signature of Applicant: Robin L Olson Trustee **Date:** 10/1/19

Jackson Water Utility Approval: _____ **Date:** _____

WATER DISTRIBUTION DATASHEET

Date: September 27, 2019

Name: Robin Olson

Project: Joseph Douglas Homes

Street: 1966 Sherman Rd.

Street:

City: Jackson

City:

1. **19.7** Gallon per minute buiding demand, predominatly Flush Tank.
2. **55.0** Low pressure at the Main in Street.
3. **3.5** Lb loss from a **8.0** ft difference in elevation from Main in Street to the Water Meter.
- 4a. **4.8** Lb loss from a **80.0** ft 1 1/4" PB Tubing ASTM 3309 water service from the Main in Street to the Water Meter.
Pressure loss detemined using a C value of 150 , inside diameter of 1.125 and a velocity of 6.4 ft per sec.
- 4b. **.0** No 2nd part water lateral.
5. **5.8** Lb loss from a **3/4in Meter**
6. **40.9** Lbs of pressure available at the Water Meter. This value is entered in (B) below.

The (A) value listed below is determined by using the following formula, then rounding the result up.

$$A = \frac{B-(C+D+E)}{F} \times 100$$

- A. **5** Pressure available for uniform loss (psi/ 100 feet of pipe).
- B. **40.9** Lbs of pressure available at the Water Meter.
- C. **20.0** Pressure needed at the controlling fixture. bath #2 mixing valve
- D. **5.2** Lb loss resulting from a **12.0** ft difference in elevation from the Water Meter to the controlling fixture.
- E. **10.0** Lb pressure loss due to a water conditioning serving the controlling fixture.
- F. **120.0** Ft Developed length from the **80.0** ft actual length of piping from the Water Meter to the controlling fixture.

Maximun Allowable load for CPVC Tubing ASTM D2846

Nominal Size	1/2	5/8	3/4	1	1 1/4	1 1/2	2	2 1/2	3	4
Actual I. D.	.489	0	.715	.921	1.125	1.329	1.739	0	0	0
Value of C	150	150	150	150	150	150	150	150	150	150
Velocity in ft per sec.	8	8	8	8	8	8	8	8	8	8
Maximum Gpm	2	0	5.5	10.5	17.5	27	56	0	0	0
Maximum FM WSFU	0	0	0	4	6	10	65	0	0	0
Maximum FT WSFU	2	0	6.5	14	26	47	155	0	0	0

Fixture Listing

Date: September 27, 2019

Name: Robin Olson

Project: Joseph Douglas Homes

Street: 1966 Sherman Rd.

Street:

City: Jackson

City:

Non Public Use Fixtures

		Hot	Cold	Total
1	Automatic Clothes Washer	1.00	1.00	1.50
1	Dishwashing Machine	1.00	.00	1.00
2	Hose Bib, 1 2" diameter	.00	6.00	6.00
1	Kitchen Sink	1.00	1.00	1.50
2	Laundry Tray, 1 or 2 compartment	2.00	2.00	3.00
2	Lavatory	1.00	1.00	2.00
1	Shower, per head	1.00	1.00	1.50
1	Water Closet, gravity type flush tank	.00	2.00	2.00
1	Bathtub, lavatory and water closet - FT group	2.00	3.50	4.00
2	Shower Stall, lavatory and water closet FT - group	3.00	6.00	7.00

Total Water Supply Fixture Units	12.00	23.50	29.50
----------------------------------	-------	-------	-------

19.7 Gallon per minute demand of the building. Predominantly Flush Tank

4.7 Pressure available for uniform loss. For the table use - 5.0

Maximum Allowable load for CPVC Tubing ASTM D2846

Nominal Size	1/2	5/8	3/4	1	1 1/4	1 1/2	2	2 1/2	3	4
Actual I. D.	.489	0	.715	.921	1.125	1.329	1.739	0	0	0
Value of C	150	150	150	150	150	150	150	150	150	150
Velocity in ft per sec.	8	8	8	8	8	8	8	8	8	8
Maximum Gpm	2	0	5.5	10.5	17.5	27	56	0	0	0
Maximum FM WSFU	0	0	0	4	6	10	65	0	0	0
Maximum FT WSFU	2	0	6.5	14	26	47	155	0	0	0

CERTIFIED SURVEY MAP NO.

BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 21, T.10N., R.20E., TOWN OF JACKSON,
WASHINGTON COUNTY, WISCONSIN

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

SURVEY FOR:
ROBIN L OLSON REVOCABLE LIVING TRUST
1930 SHERMAN RD
JACKSON, WI 53037

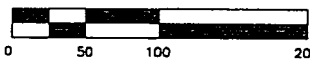
LEGEND

- CONC. MON. W/ BRASS CAP FND.
- 1" IRON PIPE FOUND
(UNLESS OTHERWISE STATED)
- 11/16" REBAR SET, 18" LONG,
WT. = 1.13 LBS./LIN. FT.



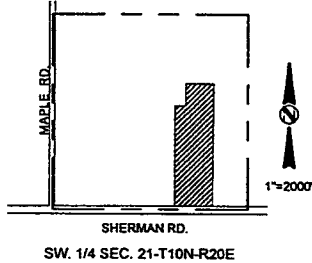
LOT 1, CSM 6227

SCALE: 1" = 100'



BEARINGS ARE REFERENCED TO THE
WISCONSIN STATE PLANE COORDINATE
SYSTEM, SOUTH ZONE (NAD 1927) GRID
NORTH ON THE SOUTH LINE OF THE SW 1/4
OF SECTION 21 AS S89°32'42"W.

LOCATION MAP



UNPLATTED LANDS
(OLSON)

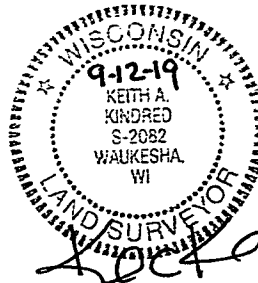
N 89°32'42" E 268.00'

N 01°12'13" W 225.00'

N 89°32'42" E
100.00'

LOT 1

278,131 SQ.FT.
6.385 ACRES



WETLAND LIMITS PER COUNTY GIS

S 89°32'42" W 827.09

S 89°32'42" W 368.00'

SW CORNER
21-10-20

33' DEDICATED FOR ROAD WAY PURPOSES

33.00'

S 89°32'42" W 368.00'

33.00'

SOUTH 1/4
CORNER
21-10-20

SHERMAN ROAD

66' R/W

SOUTH LINE OF THE SW 1/4 OF SECTION 21
S89°32'42"W 2640.19'

LOT 1, PRAIRIE MEADOWS EST.



PHONE: 414.949.8919
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT NO. 150527

THIS INSTRUMENT DRAFTED BY KEITH A KINDRED, PLS

SHEET 1 OF 5

Web AppBuilder for ArcGIS



October 25, 2019

1:2,131

- Trails
- ...

 Public Open Spaces
- ...

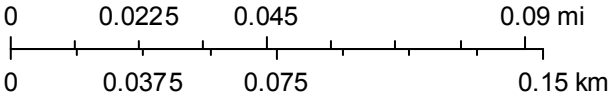
 Current Parcel
- +

 PLSS Monument
- Parcel Retired YTD
- Right-of-Way
- Text Leader Lines

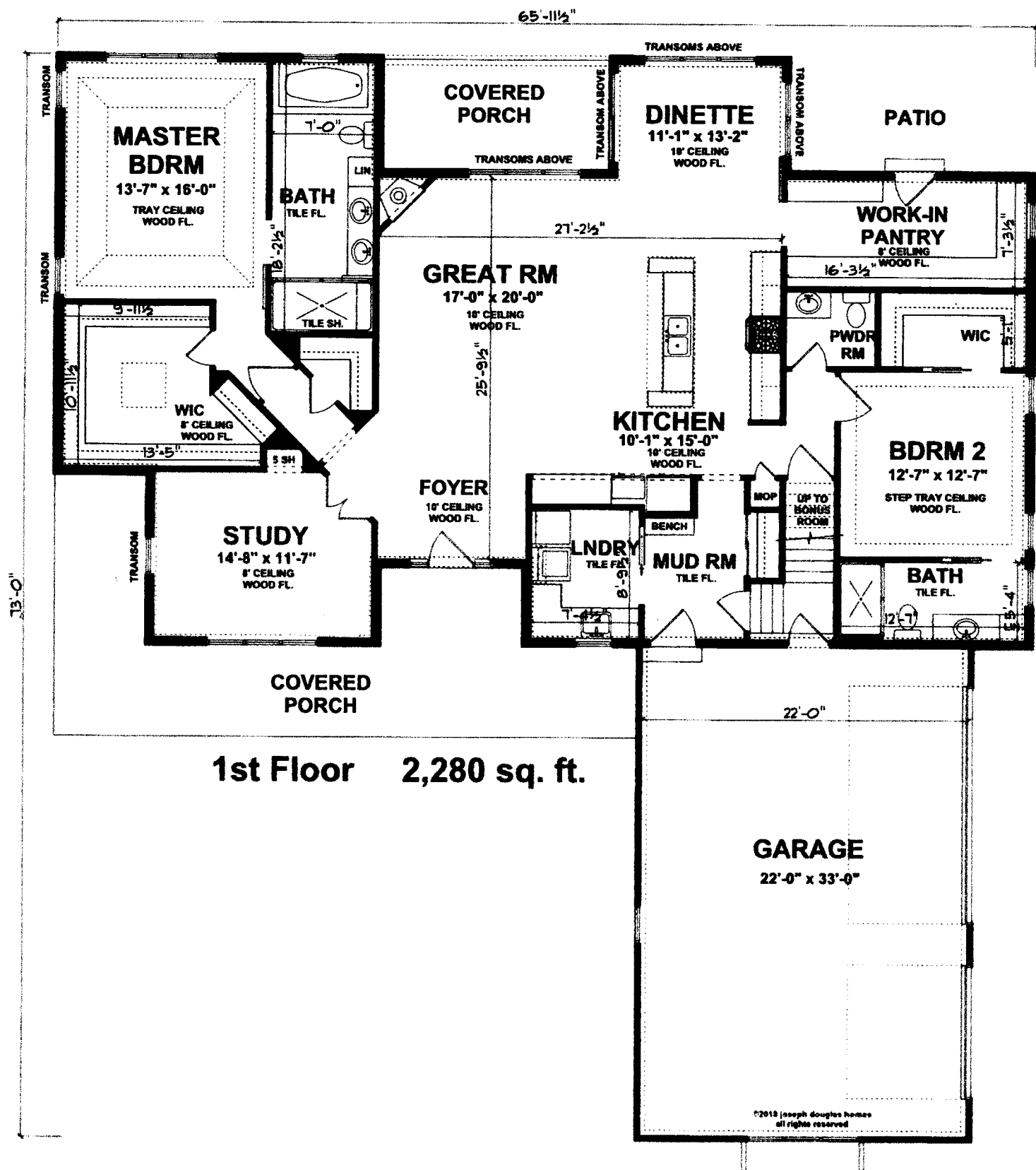
Road Centerline I, USH
Road Centerline STH, CTH
RoadCenterline TWN,CVS,PVT

- Landhook
- Meander Line
- PLSS Boundary
- Plat
- Lot
- ...

 Parcels



Washington County
Washington County, Wisconsin



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 1 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

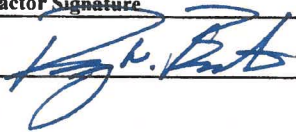
The undersigned Contractor certifies, to the best of its knowledge, the following:

(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				Materials Stored		Total Completed & Stored to Date (C+E+G)		% Comp.
Bid No.	Description			Previous Applications		This Application		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
Bid No.	Item Description	Estimated Bid Quantity	Unit Price	Quantity Completed				Total Completed & Stored to Date (C+E+G)		% Comp		
				Previous Applications		This Application		Materials Stored			Quantity	Amount
				Quantity	Amount	Quantity	Amount	Quantity	Amount			
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,



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 

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

Item No.	Description	Units	Estimated Quantity	Unit Price	Bid Total	Previous Estimates		Estimate #2		Cumulative Totals		% Complete
						Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total	
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	Connect 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%



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

Village of Jackson - Jackson Park West Parking Lot						Previous Estimates		Estimate #2		Cumulative Totals		% Complete	
Item No.	Description	Units	Estimated Quantity	Unit Price	Bid Total	Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total		
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%



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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

Village of Jackson - Jackson Park Cul-De-Sac						Previous Estimates		Estimate #2		Cumulative Totals		% Complete
Item No.	Description	Units	Estimated Quantity	Unit Price	Bid Total	Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total	
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%



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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



Date: 11/19/2019

Village of Jackson – via email

John Walther, Village Administrator

N168 W20733 Main Street

Jackson, WI 53037

Re: Letter of Credit Reduction Request #1 and Acceptance of the Following Completion of Work in Laurel Springs Addition No. 1.

Dear John:

Due to the completion of the work described below, Bielinski is requesting a reduction of the amount on the Letter of Credit in place for the Laurel Springs Addition No. 1:

Requesting the following reductions per the Developers Agreement

Laurel Springs Addition #1, LOC Reduction No. 1

Village of Jackson, WI

Item	Amount	Reduction Amount	Balance of LOC
Grading, Erosion Control & Final Site Stabilization	\$ 451,650.00	\$ 300,000.00	\$ 151,650.00
Complete Sanitary Sewer Construction	\$ 391,000.00	\$ 391,000.00	\$ -
Complete Water System Construction	\$ 493,000.00	\$ 493,000.00	\$ -
Complete Storm Sewer Construction	\$ 306,000.00	\$ 256,000.00	\$ 50,000.00
Concrete Curb & Gutter	\$ 105,405.00	\$ -	\$ 105,405.00
Asphalt Road Paving (Base, Stone and Binder Course Subd. Only)	\$ 214,835.00	\$ -	\$ 214,835.00
Asphalt Road Work Area IV Jackson Dr.	\$ 35,975.00	\$ 35,975.00	\$ -
Asphalt Trail (10') Area III Jackson Dr.	\$ 27,500.00	\$ -	\$ 27,500.00
Asphalt Road Work Area II Cedar Creek Rd.	\$ 21,250.00	\$ 15,000.00	\$ 6,250.00
Concrete Sidewalks	\$ 114,055.00	\$ -	\$ 114,055.00
Surface Course Asphalt Paving (Subdivision Only)	\$ 90,010.00	\$ -	\$ 90,010.00
Street Trees	\$ 30,000.00	\$ -	\$ 30,000.00
Subtotal	\$ 2,280,680.00	\$ 1,490,975.00	\$ 789,705.00
Contingencies (15%)	\$ 342,102.00	\$ -	\$ 342,102.00
Letter of Credit Amount	\$ 2,622,782.00	\$ 1,490,975.00	\$ 1,131,827.00

ORIGINAL LETTER OF CREDIT AMOUNT: \$ 2,622,782.00

NET REDUCTION ALLOWED THIS REQUEST: \$ 1,490,975.00

BALANCE OF LETTER OF CREDIT: \$ 1,131,827.00

By copy of this letter, we hereby request a reduction of the above amount.

Bielinski Homes, Inc.:  Title: Development Manager

The Village of Jackson hereby accepts the Letter of Credit Reduction on the work completed above.



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.

www.srfconsulting.com

6720 Frank Lloyd Wright Ave, Suite 100 Madison, WI 53562 | 608.298.5400 Fax: 1.866.440.6364

An Equal Opportunity Employer

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.

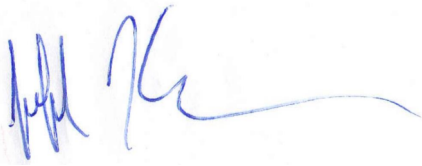
Acceptance/Notice to Proceed

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.

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.

Public Works Report

October 29, 2019

Treatment Plant - Designed Capacity – 1.67 million gallons per day
 Peak Flow Capacity – 6.0 million gallons per day

Year 2017

January	Avg. Flow 1.230 MGD	Min. Flow 979,000 g.p.d.	Max. 1.606 MGD
February	Avg. Flow 1.204 MGD	Min. Flow 926,000 g.p.d.	Max. 2.141 MGD
March	Avg. Flow 1.559 MGD	Min. Flow 1.09 MGD	Max. 2.398 MGD
April	Avg. Flow 1.552 MGD	Min. Flow 1.049 MGD	Max. 2.446 MGD
May	Avg. Flow 1.392 MGD	Min. Flow 666,000 g.p.d.	Max. 2.588 MGD
June	Avg. Flow 1.283 MGD	Min. Flow 763,000 g.p.d.	Max. 2.429 MGD
July	Avg. Flow 1.225 MGD	Min. Flow 879,000 g.p.d.	Max. 1.711 MGD
August	Avg. Flow 1.049 MGD	Min. Flow 750,000 g.p.d.	Max. 1.414 MGD
September	Avg. Flow 870,300 g.p.d.	Min Flow 714,000 g.p.d.	Max. 1.132 MGD
October	Avg. Flow 953,871 g.p.d.	Min. Flow 563,000 g.p.d.	Max. 1.257 MGD
November	Avg. Flow 886,967 g.p.d.	Min. Flow 729,000 g.p.d.	Max. 1,154 MGD
December	Avg. Flow 835,484 g.p.d.	Min. Flow 651,000 g.p.d.	Max. 1.074 MGD

Year 2018

January	Avg. Flow 893,258 g.p.d.	Min. Flow 693,000 g.p.d.	Max. 1.541 MGD
February	Avg. Flow 1.072 MGD	Min. Flow 651,000 g.p.d.	Max. 2.476 MGD
March	Avg. Flow 1.011 MGD	Min. Flow 702,000 g.p.d.	Max. 1.365 MGD
April	Avg. Flow		
May	Avg. Flow 1.577 MGD	Min. Flow 982,000 g.p.d.	Max. 2.807 MGD
June	Avg. Flow 1.053 MGD	Min. Flow 703,000 g.p.d.	Max. 1.422 MGD
July	Avg. Flow 942,871 g.p.d.	Min. Flow 699,000 g.p.d.	Max. 1.228 MGD
August	Avg. Flow 1.342 MGD	Min. Flow 700,000 g.p.d.	Max. 3.93 MGD
September	Avg. Flow 1.608 MGD	Min. Flow 1.07 MGD	Max. 3.47 MGD
October	Avg. Flow 1.540 MGD	Min. Flow 960,000 g.p.d.	Max. 2.67 MGD
November	Avg. Flow 1.268 MGD	Min. Flow 940,000 g.p.d.	Max. 2.12 MGD
December	Avg. Flow 1.218 MGD	Min. Flow 880,000 g.p.d.	Max. 1.82 MGD

Year 2019

January	Avg. Flow 1.270 MGD	Min. Flow 900,000 g.p.d.	Max. 2.660 MGD
February	Avg. Flow 1.229 MGD	Min. Flow 850,000 g.p.d.	Max. 1.980 MGD
March	Avg. Flow 1.379 MGD	Min. Flow 910,000 g.p.d.	Max. 2.790 MGD
April	Avg. Flow 1.483 MGD	Min. Flow 1.020 MGD	Max. 2.660 MGD
May	Avg. Flow 1.542 MGD	Min. Flow 1.320 MGD	Max 1.960 MGD
June	Avg. Flow 2.144 MGD	Min. Flow 1.300 MGD	Max. 2.700 MGD
July	Avg. Flow 1.251 MGD	Min. Flow 970,000 g.p.d.	Max. 1.850 MGD
August	Avg. Flow 1.098 MGD	Min. Flow 830,000 g.p.d.	Max. 1.470 MGD
September	Avg. Flow 1.253 MGD	Min. Flow 800,000 g.p.d.	Max. 2.050 MGD
October	Avg. Flow 1.699 MGD	Min. Flow 1.060 MGD	Max. 4.010 MGD

Years Summary of Water Consumption

2006 Total Pumpage 207,719,000 gallons	2007 Total Pumpage 217,224,000 gallons
2008 Total Pumpage 229,613,000 gallons	2009 Total Pumpage 231,160,000 gallons
2010 Total Pumpage 239,326,000 gallons	2011 Total Pumpage 240,268,000 gallons
2012 Total Pumpage 253,492,000 gallons	2013 Total Pumpage 228,371,000 gallons
2014 Total Pumpage 230,973,000 gallons	2015 Total Pumpage 222,621,000 gallons
2016 Total Pumpage 254,531,000 gallons	2017 Total Pumpage 251,387,000 gallons
2018 Total Pumpage 241,322,000 gallons	

Year 2017

Jan.	Avg.	630,710 g.p.d.	Highest Day 771,000 gals.	Total	19,552,000 gallons
Feb.	Avg.	640,790 g.p.d.	Highest Day 885,000 gals	Total	17,942,000 gallons
March	Avg.	611,520 g.p.d.	Highest Day 691,000 gals	Total	18,957,000 gallons
April	Avg.	703,070 g.p.d.	Highest Day 1.173 MGD	Total	21,092,000 gallons
May	Avg.	683,420 g.p.d.	Highest Day 988,000 gals	Total	21,186,000 gallons
June	Avg.	762,230 g.p.d.	Highest Day 1.044 MGD	Total	22,867,000 gallons
July	Avg.	730,580 g.p.d.	Highest Day 953,000 gals	Total	22,648,000 gallons
August	Avg.	745,900 g.p.d.	Highest Day 903,000 gals	Total	23,123,000 gallons
Sept	Avg.	738,170 g.p.d.	Highest Day 996,000 gals	Total	22,145,000 gallons
Oct	Avg.	716,100 g.p.d.	Highest Day 1.055 MGD	Total	22,199,000 gallons
Nov	Avg.	646,500 g.p.d.	Highest Day 783,000 gals	Total	19,395,000 gallons
Dec	Avg.	654,230 g.p.d.	Highest Day 754,000 gals.	Total	20,281,000 gallons

Year 2018

Jan.	Avg.	674,710 g.p.d.	Highest Day 831,000 gals.	Total	20,916,000 gallons
Feb.	Avg.	660,820 g.p.d.	Highest Day 762,000 gals.	Total	18,503,000 gallons
March	Avg.	646,810 g.p.d.	Highest Day 784,000 gals.	Total	20,051,000 gallons
April	Avg.	656,300 g.p.d.	Highest Day 1.122 MGD	Total	19,689,000 gallons
May	Avg.	682,065 g.p.d.	Highest Day 840,000 gals.	Total	21,144,000 gallons
June	Avg.	694,600 g.p.d.	Highest Day 891,000 gals.	Total	20,838,000 gallons
July	Avg.	759,160 g.p.d.	Highest Day 1.172 MGD	Total	23,534,000 gallons
August	Avg.	728,450 g.p.d.	Highest Day 963,000 gals.	Total	22,582,000 gallons
Sept	Avg.	605,200 g.p.d.	Highest Day 842,000 gals.	Total	18,156,000 gallons
Oct	Avg.	619,320 g.p.d.	Highest Day 896,000 gals.	Total	19,199,000 gallons
Nov	Avg.	596,000 g.p.d.	Highest Day 907,000 gals.	Total	17,880,000 gallons
Dec	Avg.	607,419 g.p.d.	Highest Day 785,000 gals.	Total	18,830,000 gallons

Year 2019

Jan.	Avg.	638,230 g.p.d.	Highest Day 791,000 gals.	Total	19,785,000 gallons
Feb.	Avg.	605,820 g.p.d.	Highest Day 758,000 gals.	Total	16,963,000 gallons
March	Avg.	616,230 g.p.d.	Highest Day 946,000 gals.	Total	19,103,000 gallons
April	Avg.	697,800 g.p.d.	Highest Day 1.112 MGD	Total	20,934,000 gallons
May	Avg.	707,810 g.p.d.	Highest Day 889,000 gals.	Total	21,942,000 gallons
June	Avg.	766,200 g.p.d.	Highest Day 969,000 gals.	Total	22,986,000 gallons
July	Avg.	843,710 g.p.d.	Highest Day 1.174 MGD	Total	26,155,000 gallons
August	Avg.	747,230 g.p.d.	Highest Day 1.061 MGD	Total	23,164,000 gallons
Sept	Avg.	689,300 g.p.d.	Highest Day 830,000 gals.	Total	20,679,790 gallons
Oct.	Avg.	696,520 g.p.d.	Highest Day 1.116 MGD	Total	21,592,000 gallons

Pump Capacity - Well #1- 400 g.p.m. Well #3 -900 g.p.m. Well #4 - 1200 g.p.m. Well #5 – 1,100 g.p.m. Well #6 – 800 g.p.m.

WWTP – Holding & Septage Receiving

2005	\$ 87,562.01	2006	\$101,115.11	2007	\$152,201.07	2008	\$210,441.47
2009	\$183,815.34	2010	\$197,653.66	2011	\$220,576.28	2012	\$236,224.70
2013	\$235,336.46	2014	\$203,938.32	2015	\$210,644.47	2016	\$220,473.17
2017	\$232,358.23	2018	\$245,767.74				

2017	Holdings (gals)	Grease (gals)	G Decant (gals)	Septage (gals)	S Decant (gals)	Total Billings
Jan	1,287,450			10,500	57,100	\$11,503.39
Feb	1,358,400		28,500	1,750	78,550	\$13,361.76
March	1,678,850		22,000	28,100	174,900	\$18,967.89
April	1,581,350			35,600	320,900	\$21,306.63
May	1,745,550			51,150	394,600	\$25,002.63
June	1,664,600			38,700	321,950	\$22,081.26
July	1,599,070			33,100	230,150	\$19,070.78
August	1,669,850			35,100	273,850	\$20,774.14
September	1,430,000			37,350	248,125	\$18,422.13
October	1,710,550			64,200	454,850	\$26,768.38
November	1,541,700			50,150	353,050	\$22,395.00
December	1,174,400			13,700	127,250	\$12,539.26

2018	Holdings (gals)	Grease (gals)	G Decant (gals)	Septage (gals)	S Decant (gals)	Total Billings
Jan	1,627,400			2,250	70,400	\$14,055.51
Feb	1,632,750			1,750	69,850	\$14,061.88
March	1,589,150			6,450	197,600	\$17,943.45
April	1,451,750			16,750	234,400	\$18,227.75
May	1,849,700			21,050	354,100	\$24,597.35
June	1,636,850			38,900	351,450	\$23,631.55
July	1,662,650			37,150	230,750	\$20,741.70
August	1,861,850			58,650	315,400	\$25,419.05
September	1,510,000			37,000	249,500	\$19,982.50
October	1,676,000			38,000	462,900	\$26,690.50
November	1,433,250			29,500	397,100	\$22,721.00
December	1,481,500			13,550	209,350	\$17,695.50

2019	Holdings (gals)	Grease (gals)	G Decant (gals)	Septage (gals)	S Decant (gals)	Total Billings
Jan	1,230,000			2,000	77,700	\$11,872.50
Feb	1,432,250			1,000	70,100	\$13,255.50
March	1,614,450			11,750	161,800	\$17,489.35
April	1,485,950			48,700	335,350	\$22,462.85
May	1,589,200			27,600	349,400	\$22,690.60
June	1,338,900			36,950	243,400	\$18,458.95
July	1,504,450			17,000	302,900	\$20,373.10
August	1,599,950			27,800	293,200	\$21,380.60
September	1,405,900			14,000	217,450	\$17,313.45

Rosewood Drive/TIF Expansion Project

The Village is working with We-Energies on the electric system to be placed underground. The two electric services have been changed on the existing houses. Now We-Energies can complete the electric conversion. Premier Three Development is constructing apartment buildings with the extension of public sewer and water being installed.

CTH P and STH 60 Intersection Project and old Park-n-Lot Property

Discussion continues with Washington County and WisDOT on ownership. A meeting is being scheduled on future development of the intersection. No more news.

Jackson Park Alley Project

The first lift of asphalt has been installed with the final lift being installed before Thanksgiving. The parking lot has been to wet to grade, so the project is being moved to be completed in 2020.

Maplewood Farms

Maplewood Farms Subdivision Phase 1 has very wet sub-soil, and the grading cannot be completed until dewatering is done. The Developer is trying to install a temporary electric service instead of running a noisy diesel generator. No change.

Morning Meadows Subdivision

The Developer is working to have construction started in 2020.

Laurel Springs Addition No. 1

Laurel Springs Subdivision continues with very wet subsoils that is not allowing the compaction tests to pass. The Developer has now finally chosen to undercut the subgrade and install stone. The subdivision is having the erosion control repaired, and then the subdivision will be shutdown for construction until 2020.

Hickory Park New Playground Project

The preliminary landscaping has been completed with final landscaping to happen in 2020.

Safety Building/Village Hall Project

Site, utility, and roadway plans are being completed. Meetings have started with the property owner to purchase the necessary right of way for Spruce Street to Eagle Drive. Demo quotes are being received for the existing buildings, and electric/gas services are being removed. Also, new services are being requested.

Chateau Dr/Hickory Lane Reconstruction Project

Hickory Lane Reconstruction Project has the final lift of asphalt installed. Two sidewalk slabs will need to be poured, and a mailbox to be relocated needs to be done to complete the project. Chateau Drive Reconstruction project has first lift of asphalt installed. Next, is sidewalks, and driveways. The goal is to have completion (final lift) by Thanksgiving.

Yard Waste Site

The site has the fencing being completed along with the concrete barrier for yard waste being installed. The electric for the gate control will be installed in the next two weeks. Once complete staff will work with the card access program to have ready for spring in 2020.

Respectfully submitted, Brian W. Kober, P.E.