

AGENDA
VILLAGE BOARD MEETING
Tuesday, December 14, 2021 at 7:30 p.m.
Jackson Municipal Complex
N168 W19851 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Village Citizen Comment on an Agenda Item (Please Sign In)
4. Public Hearing – Conditional Use Permit – Holly and Maxwell Krajnik – Three Dogs – W207N17349 Parkview Drive
5. Public Hearing – Proposed Amendments to Chapter 16 of Village Code
6. Ordinance #21-10 – Amending Chapter 16 of the Village Code of Ordinances Regarding Environment
7. Presentation: Offer to Purchase Publicly Owned Property at N168 W20733 Main St. – Andrew Rein
8. Acceptance of Housing Analysis – Vandewalle and Associates Inc.
9. Acceptance of Intersection Control Study Report – Eagle Drive and Main Street – SRF Consulting
10. Appointment of Zoning Administrator – Jen Keller, Village Administrator
11. Approval of Minutes for the Village Board Meeting of November 9, 2021, Special Board Meetings of November 18, 2021 and November 29, 2021
12. Approval of Licenses
 - Entertainment License
 - Coffeerville Company, Jackson Pub LLC
 - Operator's Licenses:
 - East Side Mart, Main Street Mart & The Village Mart: Kiana Anderson, Vincent Brabec, Sondra Kelly, Alicia Ortiz
13. Appointment of Election Officials for the 2022-2023 Term
14. Employee Recognition – Gregg Rathke First Responder of the Year Award – Assembly District 58
15. Budget & Finance Committee

- Pay Request #19 – Municipal Complex Building
- Pay Request #20 – Municipal Complex Building
- 2022 Jackson Fire Department Services Agreement – Town of Polk
- 2022 Jackson Fire Department Services Agreement – Town of Jackson
- Resolution #21-27 Amending the 2021 Budget
- Approval of License Agreement to Farm Public Land – Robert Loduha
- Resolution #21-28 Resolution for Funding of Urban NPS & Stormwater Management Program Grant
- Review of Service Agreement for Stormwater Pond Compliance – CDM Smith
- Revised Pay Request #4 – 2019 Jackson Park Alley Project
- Pay Request #3 – Willow Ridge Reconstruction Project – Soper Companies
- Purchase of Snow Ex Liquid Spray System

16. Plan Commission

- Preliminary Plat – Neumann Developments, Inc. – Maple Fields Subdivision – 3245 Maple Road
(Plan Commission Draft Minutes)

17. Board of Public Works

- Approval of CSM for W198 N16876 Ridgeway Dr Lot Line Correction
- Acceptance of Water & Sewer Expansion Analysis – City Water
(Board of Public Works Draft Minutes)

18. Village Municipal Complex – Update – Cedar Corp

19. West Bend School District Report

20. Washington County Board Report

21. Greater Jackson Business Alliance Report

22. Mid-Moraine Municipal Association Report

23. Departmental Reports

24. Citizens to Address the Village Board

25. Future Agenda Items

26. Closed Session pursuant to Wis. Stats. §19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, and conducting other public business because competitive and bargaining reasons require a closed session and pursuant to Wis. Stats. §19.85(1)(f) Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation

of any person referred to in such histories or data, or involved in such problems or investigations; concerning a Village employee;

During the closed session, the Village Board will discuss matters related to personnel and the purchase and the sale of public land.

Reconvene into Open Session with Possible Action related to the closed session, including personnel matters, and the purchase and sale of public land.

27. 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.

Village of Jackson
PLAN COMMISSION APPLICATION

Application/Permit #: _____

PROPERTY INFORMATION

☐ COMMERCIAL	☐ INDUSTRIAL	☒ RESIDENTIAL	☐ OTHER _____
☒ CONDITIONAL USE	☐ PLANNED UNIT DEVELOPMENT	☐ CERTIFIED SURVEY MAP	
☒ New	☐ New	☐ CONCEPT PLAN	
☐ Amendment	☐ Amendment		
☐ Special Use	☐ Special Use	☐ OTHER _____	
(For existing Cond. Use ONLY)	(For existing PUD ONLY)		

Property Address: W207N17349 Parkview Dr. Unit: _____ Jackson, WI

Parcel #: _____ Lot Size: _____ sq. ft. Building Area: _____ sq. ft.

Current Zoning: ☐ B-1 ☐ B-2 ☐ M-1 ☐ M-2 ☐ I-1 ☐ PUD ☐ Other _____ Floodplain: Y / N

APPLICANT INFORMATION

Name(s): Maxwell Krajnik + Holly Krajnik
Mailing Address: W207N17349 Parkview Dr., Jackson State WI Zip 53037
Office: (____) _____ Cell: (651) 900 5215 Fax: (____) _____
Email: krajnik02@gmail.com

BUSINESS INFORMATION (If New Business)

Legal Business Name: _____
D/B/A: _____ FEIN #: _____
Mailing Address: _____ State _____ Zip _____
Office: (____) _____ Cell: (____) _____ Fax: (____) _____
Email: _____
Website: _____

PROPERTY OWNER INFORMATION

Name(s): Maxwell Krajnik + Holly Krajnik
Address: W207N17349 Parkview Dr., Jackson State WI Zip 53037
Office: (____) _____ Cell: (651) 900 5215 Fax: (____) _____
Email: _____

ARCHITECT / ENGINEER / CONTRACTOR INFORMATION (Circle One)

Firm Name: _____
Primary Contact: _____
Address: _____ State _____ Zip _____
Office: (____) _____ Cell: (____) _____ Fax: (____) _____
Email: _____

Please provide as much detailed information as possible. (Add additional pages if needed.)

Briefly explain what you are requesting to be reviewed and/or approved: We are requesting a conditional use permit to license our three dogs in the Village of Jackson.

Provide a brief overview of proposed use(s) of entire property and/or lease space: N/A

Hours of Operation: N/A

Provide a brief overview of proposed daily on-site operations: N/A

Describe any potential environmental impacts from the proposed use including but not limited to exterior storage, noise, smoke, dust, odors, hazardous materials, vibration, horns, speakers, vehicles and equipment operation and exterior generators, HVAC, or other stationary mechanical equipment, etc.: Dog barking on occasion

Describe all businesses, properties and other entities located adjacent to the proposed use: Residential

Describe any proposed, development, on-site improvements or other construction/remodeling activities: N/A

Describe any proposed grading, and/or stormwater management plan: N/A

Describe any proposed landscape plan/improvements including driveways, sidewalks, vegetative plantings, etc.: We have submitted plans to construct a four foot tall fence to enclose the rear of the property.

Describe any proposed on-site security measures including site lighting: N/A

Describe any existing or proposed Life Safety Systems (Includes fire hydrants, fire suppression & fire alarm systems): N/A

Describe the projected traffic circulation and impacts: N/A

List all setbacks from rights-of-way and property lines and height limitations: N/A

Provide status of State/Federal License(s) or Certificate(s) required for operation, if any: N/A

Does this project require other Jurisdictional Approvals from other Governmental or Regulatory entities?

☒ No ☐ Yes If yes, explain: _____

Describe any proposed signage including type, size, and location: N/A

If construction is proposed, describe proposed exterior building materials (type, color, etc.): N/A

Describe any site specific features/constraints, etc.: N/A

Outline proposed parking requirements including number of spaces plus those dedicated for handicapped parking: N/A

Describe all proposed screening/buffering from adjacent properties (where required by ordinance): N/A

Describe the proposed provisions for refuse and recycling collection/storage and required screening/buffering: N/A

Projected Sewer/Wastewater Usage: N/A gal/year

Projected Water Usage: N/A gal/year

ACKNOWLEDGEMENT & SIGNATURES

I/We hereby certify that I/We have reviewed the above Village of Jackson Plan Commission application and requirements, and hereby certify that the above information, attachments, and exhibits are complete, true and correct. I/We further understand that any missing or incomplete information may result in a delay of the review of this application. The Village reserves the right to request additional information as deemed necessary.

Applicant Name (Print): Maxwell Krajnik

Applicant Signature: Mxll I Krajnik

Co-Applicant Name (Print): Holly Krajnik

CO-Applicant Signature: _____

Date of Application: November 1, 2021

You MUST sign and date this Application!

SUBMIT TO: Village of Jackson – Village Hall (Checks shall be made payable to Village of Jackson)
N168 W20733 Main Street
PO BOX 637
Jackson, WI 53037

QUESTIONS?

Village Clerk: For all **general questions** related to completing form or questions related to Village meetings.
Phone: (262) 677-9001 x11
Email: jilline.dobratz@villageofjackson.com

Building Inspector: For questions concerning **building codes, zoning, or technical questions.**
Phone: (262) 677-9696
Email: collin.johnson@villageofjackson.com

TERMS OF THIS PERMIT

1. This permit shall become effective upon Village approval and where required, the execution and recording by the owners of the premises of an acceptance hereof in such form as to constitute an effective covenant running with the land.
2. The permit shall be void unless: (a) pursuant to the Building and Zoning Codes of the Village, the approved use is commenced or (b) the building permit is obtained within 12 months of the date of Village Board approval.
3. This approval is subject to amendment and termination in accordance with the provisions of the Zoning Code of the Village of Jackson.
4. Construction and operation of this permit shall be in strict conformity to the approved building, site, and operational plans which were filed in connection with the application for this approval (as attached and/or referenced).
5. Any of the conditions of this permit which would normally be the responsibility of the tenants of the premises, shall be made a part of their lease by the owner.

VILLAGE APPROVAL:

☐ TEMPORARY Expiration Date: _____, 20____

Plan Commission Approval: Meeting Date: _____, 20____

Village Board Approval: Meeting Date: _____, 20____

In-House Approval (O-T-C): Date: _____, 20____

Approved by: Village Administrator

Conditions and Duration of Approval:

Depending on the request, approvals shall generally be continual or temporary in nature. ALL approvals are subject to

the Conditions of Approval outlined below. All conditional or special uses/approvals shall, upon complaint, be subject to

review, amendment, or revocation by the Village. Where temporary approvals are issued, such approvals shall be subject to the time limitations specified.

Conditions of Approval: _____

APPLICATION DENIED: Date: _____, 20____

Staff Initials: _____

Reason for Denial: _____

FOR OFFICE USE ONLY
Acct. #: 100-00-45730-000-00

Date Received: _____

Amount: \$ _____

Payment Type: CH / CC / CASH

Check/Rcpt. #: _____

Received By: _____

Village of Jackson:

We are applying for a Conditional Use Permit to license our three dogs in the village of Jackson. We are moving to the village of Jackson on 11/10/2021 (close date for our home) with our three dogs (all well-behaved mixed breed rescues). We're moving to the area to find a quiet area to raise our baby daughter who is currently 5 months old.

We weren't aware of the ordinance in place for only two dogs and hope that our three aren't a concern to anyone. We already have plans in place (permit applications, etc) to build our permanent fence for our yard as well. We look forward to getting to the Jackson area and thank so very much for considering our application.

Sincerely,

Max, Holly, & Harper

....And Taz, Kodi, & Ryker

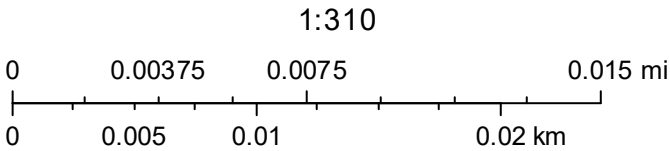
Washington County, Wisconsin



11/4/2021, 11:24:47 AM

- Current Parcel
- Railroad Centerlines
- Road Centerline I, USH
 - Interstate Highway, I-41
 - US Highway, FOND DU LAC AV; US Highway, HY 45
- Road Centerline STH, CTH
 - On/Off Ramp
 - State Highway

- County Highway
- Address Point
- Parcel Taxkey & Acreage
- Leader Lines
- Subdivision Name
- Condominium Name
- Certified Survey Number
- Lot Number
- Landhook
- Meander Line
- PLSS Monument
- Local Road Labels
 - Township Road
 - City/Village Street
 - Private Street
 - Municipality
- Retired Parcel
- Right-of-Way
- PLSS Quarter
- PLSS Section
- Plat
 - Unknown
 - Certified Survey Map
 - Condominium
 - Assessor Plat; Cemetery Plat; Subdivision
 - Lot



VILLAGE OF JACKSON

N168W20733 MAIN ST.

P O BOX 637

JACKSON, WI 53037-0147

Receipt Nbr: 250783**Date:** 11/05/2021**Check****RECEIVED
FROM** KRAJNIK, MAXWELL

\$175.00

<u>Type of Payment</u>	<u>Description</u>	<u>Amount</u>
Accounting	Account Nbr: 100-00-45730-000-000	175.00
	PLANNING / ZONING FEES	
	CUP APPLICATION FEE / KRAJNIK /CK#175	

TOTAL RECEIVED	175.00
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Receipt Memo: CUP APPLICATION FEE / KRAJNIK /CK#175

RABIES CERTIFICATE

Patient and Owner Information

Patient:	KODI	Owner:	Holly & Maxwell Krajnik
Breed:	English Shepherd (canine), Mixed Breed (canine)	Address:	8651 W Dallas St. Milwaukee, WI 53224
Sex:	Female (spayed)	Phone:	(651) 900-5215 / (763) 213-2209
Color:	Black / Tan	Email:	reila024@umn.edu
Age:	5 Years 5 Months 3 Weeks		
Birthdate:	05/06/2016		
Weight:	51.6 lbs		
Chip:			

Rabies Information

Tag Number:	31076
Product:	Rabies Vaccine - Canine - (3 Year)
Date Given:	05/29/2020
Date Due:	05/29/2023
Lot:	367269B; Expires 02/02/2021

Veterinarian Information

Signature:



Name:	Rachel Kees, DVM
License:	405315
Date:	11/02/2021



Family Pet Clinic
N73W13583 Appleton Ave.
Menomonee Falls, WI 53051
Phone: (262) 253-2255
Fax: 262-253-4095
familypetclinic1@sbcglobal.net
familypetclinic.org

RABIES CERTIFICATE

Patient and Owner Information

Patient:	RYKER	Owner:	Holly & Maxwell Krajnik
Breed:	Siberian Husky (canine)	Address:	8651 W Dallas St. Milwaukee, WI 53224
Sex:	Male (neutered)	Phone:	(651) 900-5215 / (763) 213-2209
Color:	Black / White	Email:	reila024@umn.edu
Age:	2 Years 8 Months 3 Weeks		
Birthdate:	02/07/2019		
Weight:	51.8 lbs		
Chip:			

Rabies Information

Tag Number:	32174
Product:	Rabies Vaccine - Canine - (3 Year)
Date Given:	09/18/2020
Date Due:	09/18/2023
Lot:	379935A; Zoetis; Expires 03/09/2021

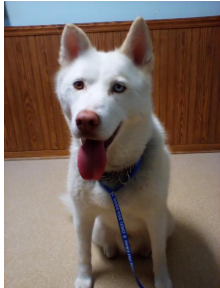
Veterinarian Information

Signature:

Name:	Scott Fellenz, DVM
License:	404516
Date:	11/02/2021

RABIES CERTIFICATE

Patient and Owner Information



Patient: TAZ
Breed: Siberian Husky (canine)
Sex: Male (neutered)
Color: White
Age: 6 Years 5 Months 3 Weeks
Birthdate: 05/06/2015
Weight: 62.2 lbs
Chip:

Owner: Holly & Maxwell Krajnik
Address: 8651 W Dallas St.
Milwaukee, WI 53224
Phone: (651) 900-5215 / (763) 213-2209
Email: reila024@umn.edu

Rabies Information

Tag Number: 29480
Product: Rabies Vaccine (Defensor 3) INVENTORY
Date Given: 05/31/2019
Date Due: -
Lot: Expires 05/30/2022

Veterinarian Information

Signature:

Name: Dara Morrison, DVM
License: 403826
Date: 11/02/2021

ORDINANCE #21-10

AMENDING CHAPTER 12 OF THE VILLAGE CODE OF ORDINANCES REGARDING ENVIRONMENT

THE VILLAGE BOARD OF THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN, at a public meeting with quorum present, hereby adopts the following amendments to Chapter 16 of the Village Code of Ordinances Regarding Environment:

WHEREAS, the Village of Jackson must comply with all NFIP and Chapter NR116 Wisconsin Administrative Code, and;

WHEREAS, the Village of Jackson was notified by the Wisconsin Department of Natural Resources that an adoption of the amended Floodplain Ordinance was required of the community to be prepared and approved on or before February 25, 2022,

NOW THEREFORE, the Village Board of the Village of Jackson, Washington County, Wisconsin does ordain as follows:

SECTION I. Amending Articles, I and II of the Village Code of Jackson is hereby changed as follows:

Sec. 16-19. Statutory authorization.

This article is adopted pursuant to the authorization in Wis. Stats. §§ 61.35 and 62.23 for villages and cities; Wis. Stats. §§ 59.69, 59.692, and 59.694 for counties; and the requirements in Wis. Stats. § 87.30.

(Ord. No. 13-06, § 23.1.1)

Sec. 16-20. Finding of fact.

Uncontrolled development and use of the floodplains and rivers of this municipality would impair the public health, safety, convenience, general welfare and tax base.

(Ord. No. 13-06, § 23.1.2)

Sec. 16-21. Statement of purpose.

This article is intended to regulate floodplain development to:

- (1) Protect life, health and property;
- (2) Minimize expenditures of public funds for flood control projects;
- (3) Minimize rescue and relief efforts undertaken at the expense of the taxpayers;
- (4) Minimize business interruptions and other economic disruptions;

- (5) Minimize damage to public facilities in the floodplain;
- (6) Minimize the occurrence of future flood blight areas in the floodplain;
- (7) Discourage the victimization of unwary land and homebuyers;
- (8) Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and
- (9) Discourage development in a floodplain if there is any practicable alternative to locate the activity, use or structure outside of the floodplain.

(Ord. No. 13-06, § 23.1.3)

Sec. 16-22. Title.

This article shall be known as the "Floodplain Zoning Ordinance for the Village of Jackson, Wisconsin."

(Ord. No. 13-06, § 23.1.4)

Sec. 16-23. General provisions.

- (a) *Areas to be regulated.* This article regulates all areas that would be covered by the regional flood or base flood as shown on the flood insurance rate map (FIRM) or other maps approved by DNR. Base flood elevations are derived from the flood profiles in the flood insurance study (FIS) and are shown as AE, A1-30, and AH zones on the FIRM. Other regulatory zones are displayed as A and AO zones. Regional flood elevations (RFE) may be derived from other studies. If more than one map or revision is referenced, the most restrictive information shall apply.

- (b) *Official maps and revisions.*

Special Flood Hazard Areas (SFHA) are designated as zones A, A1-30, AE, AH, AO, on the Flood Insurance Rate Maps (FIRMs) based on flood hazard analyses summarized in the Flood Insurance Study (FIS) listed in subd. (a) below. Additional flood hazard areas subject to regulation under this ordinance are identified on maps based on studies approved by the DNR and listed in subd. (b) below. These maps and revisions are on file in the office of the Zoning Administrator, Village of Jackson

(a) OFFICIAL MAPS : Based on the Flood Insurance Study (FIS):

1. Flood Insurance Rate Map (FIRM), panel numbers 55131C0254E, 55131C0258E, 55131C0259E, 55131C0266E, 55131C0267E; dated 02/25/2022;
2. Flood Insurance Study (FIS) volumes 55131CV001C, 55131CV002C, 55131CV003C, 55131CV004C, 55131CV005C, 55131CV006C for Washington County here, dated 02/25/2022.

Approved by: The DNR and FEMA

(b) OFFICIAL MAPS: Based on other studies. Any maps referenced in this section must be approved by the DNR and be more restrictive than those based on the FIS at the site of the proposed development.

1. Washington County and incorporated areas Flood Storage Districts, Panel 8 dated 02/25/2022.
2. Washington County and incorporated areas Flood Storage Districts, Panel 9 dated 02/25/2022.

Approved by: The DNR

(c) *Establishment of floodplain zoning districts.* The regional floodplain areas are divided into districts as follows:

- (1) The Floodway District (FW), is the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional floodwaters, within AE Zones as shown on the FIRM, or within A Zones shown on the FIRM when determined according to s. 5.1(5).
- (2) The Floodfringe District (FF) is that portion of a riverine special flood hazard area outside the floodway within AE Zones on the FIRM, or, when floodway limits have been determined according to s. 5.1(5), within A Zones shown on the FIRM.
- (3) The General Floodplain District (GFP) is those riverine areas that may be covered by floodwater during the regional flood in which a floodway boundary has not been delineated on the FIRM and also includes shallow flooding areas identified as AH and AO zones on the FIRM.
- (4) The Flood Storage District (FSD) is that area of the floodplain where storage of floodwaters is calculated to reduce the regional flood discharge.

(d) Locating floodplain boundaries. Discrepancies between the exterior boundaries of zones A1-30, AE, AH, or A on the official floodplain zoning map and actual field conditions may be resolved using the criteria in subd (a) or (b) below. If a significant difference exists, the map shall be amended according to s. 8.0 *Amendments*. The zoning administrator can rely on a boundary derived from a profile elevation to grant or deny a land use permit, whether or not a map amendment is required. The zoning administrator shall be responsible for documenting actual pre-development field conditions and the basis upon which the district boundary was determined. Disputes between the zoning administrator and an applicant over the district boundary line shall be settled according to s. 7.3(3) and the criteria in (a) and (b) below. Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must approve any map amendment or revision pursuant to s. 8.0 *Amendments*.

- (1) If flood profiles exist, the map scale and the profile elevations shall determine the district boundary. The regional or base flood elevations shall govern if there are any discrepancies.
- (2) Where flood profiles do not exist for projects, including any boundary of zone A, AO, the location of the boundary shall be determined by the map scale.

(e) REMOVAL OF LANDS FROM FLOODPLAIN.

- (1) Compliance with the provisions of this ordinance shall not be grounds for removing land from the floodplain unless it is filled at least two feet above the regional or base flood elevation, the fill is contiguous to land outside the floodplain, and the map is amended pursuant to Division 8.0 *Amendments*.
- (2) The delineation of any of the Floodplain Districts may be revised by the community where natural or man-made changes have occurred and/or where more detailed studies have been conducted. However, prior to any such change, approval must be obtained from the Wisconsin Department of Natural Resources and Federal Emergency Management Agency. A completed Letter of Map Revision is a record of this approval. The floodplain administrator shall not sign a community acknowledgement form unless all criteria set forth in the following paragraphs are met:
 - (a) The land and/or land around the structure must be filled at least two feet above the regional or base flood elevation;
 - (b) The fill must be contiguous to land outside the floodplain; Applicant shall obtain floodplain development permit before applying for a LOMR or LOMR-F;
- (3) Removal of lands from the floodplain may also occur by operation of §87.30(1)(e), Wis. Stat. if a property owner has obtained a letter of map amendment from the federal emergency management agency under 44 C.F.R. 70.

(f) COMPLIANCE

- (1) No structure or use within areas regulated by this ordinance shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged, or altered without full compliance with the terms of these regulations and all other applicable regulations that apply to uses within the jurisdiction of these regulations.
- (2) Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with s. 9.0.
- (3) Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications, or amendments thereto if approved by the Floodplain Administrator. Use, arrangement, or construction

contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with s. 9.0.

- (g) *Municipalities and state agencies regulated.* Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this article and obtain all necessary permits. State agencies are required to comply if Wis. Stats. § 13.48(13) applies. The construction, reconstruction, maintenance and repair of state highways and bridges by the state department of transportation is exempt when Wis. Stats. § 30.2022 applies. Although exempt from a local zoning permit and permit fees, DOT must provide sufficient project documentation and analysis to ensure that the community is in compliance with Federal, State, and local floodplain standards
- (h) *Abrogation and greater restrictions.*
 - (1) This article supersedes all the provisions of any municipal zoning ordinance enacted under Wis. Stats. § 59.69, 59.692 or 59.694 for counties; Wis. Stats. § 62.23 for cities; Wis. Stats. § 61.35 for villages; or Wis. Stats. § 87.30, which relate to floodplains. A more restrictive ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.
 - (2) This article is not intended to repeal, abrogate or impair any existing deed restrictions, covenants or easements. If this article imposes greater restrictions, the provisions of this article shall prevail.
- (i) *Interpretation.* In their interpretation and application, the provisions of this article are the minimum requirements liberally construed in favor of the governing body and are not a limitation on or repeal of any other powers granted by state statutes. If a provision of this article, required by Wis. Admin. Code ch. NR 116, is unclear, the provision shall be interpreted in light of the standards in effect on the date of the adoption of the ordinance from which this article is derived or in effect on the date of the most recent text amendment to this article.
- (j) *Warning and disclaimer of liability.* The flood protection standards in this article are based on engineering experience and research. Larger floods may occur, or the flood height may be increased by manmade or natural causes. This article does not imply or guarantee that non-floodplain areas or permitted floodplain uses will be free from flooding and flood damages. This article does not create liability on the part of, or a cause of action against, the municipality or any officer or employee thereof for any flood damage that may result from reliance on this article.
- (k) *Severability.* Should any portion of this article be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this article shall not be affected.
- (l) *Annexed areas for cities and villages.* The Washington County floodplain zoning provisions in effect on the date of annexation shall remain in effect and shall be enforced by the municipality for all annexed areas until the municipality adopts and enforces an ordinance which meets the requirements of Wis. Admin. Code ch. NR 116 and 44 CFR 59—72, National Flood Insurance Program (NFIP). These annexed lands are described on the municipality's official zoning map. Washington County floodplain zoning provisions are incorporated by reference for the purpose of administering this section and are on file in the office of the municipal zoning administrator. All plats or maps of annexation shall show the regional flood elevation and the floodway location.

Sec. 16-24. Enforcement and penalties.

Any violation of the provisions of this article by any person shall be unlawful and shall be referred to the municipal attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, forfeit to the municipality a penalty of not more than \$50.00, together with a taxable cost of such action. Each day of continued violation shall constitute a separate offense. Every violation of this article is a public nuisance, and the creation may be enjoined, and the maintenance may be abated by action at suit of the municipality, the state, or any citizen thereof pursuant to Wis. Stats. § 87.30.

(Ord. No. 13-06, § 23.9.0)

Sec. 16-25. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

A zones means those areas shown on the official floodplain zoning map which would be inundated by the regional flood. These areas may be numbered or unnumbered A zones. The A zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.

AH zone. See *Area of shallow flooding*.

AO zone. See *Area of shallow flooding*.

Accessory structure or use means a facility, structure, building or use which is accessory or incidental to the principal use of a property, structure or building.

Alteration means an enhancement, upgrading or substantial change or modifications other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a structure.

Area of shallow flooding means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's flood insurance rate map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flood may be evident. Such flooding is characterized by ponding or sheet flow.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a FIS and depicted on a FIRM.

Basement means any enclosed area of a building having its floor sub-grade on all sides

Building. See *Structure*.

Bulkhead line means a geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the department pursuant to Wis. Stats. § 30.11 and which allows limited filling between this bulkhead line and the original ordinary high-water mark, except where such filling is prohibited by the floodway provisions of this article.

Campground means any parcel of land which is designed, maintained, intended or used for the purpose of providing sites for nonpermanent overnight use by four or more camping units, or which is advertised or represented as a camping area.

Camping unit means any portable device, no more than 400 square feet in area, used as a temporary shelter, including, but not limited to, a camping trailer, motor home, bus, van, pick-up truck, or tent that is fully licensed, if required, and ready for highway use.

Certificate of compliance means a certification that the construction and the use of land or a building, the elevation of fill or the lowest floor of a structure is in compliance with all of the provisions of this article.

Channel means a natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.

Crawlways or *crawl space* means an enclosed area below the first usable floor of a building, generally less than five feet in height, used for access to plumbing and electrical utilities.

Deck means an unenclosed exterior structure that has no roof or sides, but has a permeable floor which allows the infiltration of precipitation.

Department means the state department of natural resources.

Development means any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or alterations to buildings, structures or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; subdivision layout and site preparation; mining, dredging, filling, grading, paving, excavation or drilling operations; the storage, deposition or extraction of materials or equipment; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.

Dryland access means a vehicular access route which is above the regional flood elevation, and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief vehicles.

Encroachment means any fill, structure, equipment, use or development in the floodway.

Federal Emergency Management Agency (FEMA) means the federal agency that administers the National Flood Insurance Program.

Flood or *flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:

- (1) The overflow or rise of inland waters;
- (2) The rapid accumulation or runoff of surface waters from any source;
- (3) The inundation caused by waves or currents of water exceeding anticipated cyclical levels along the shore of Lake Michigan or Lake Superior; or
- (4) The sudden increase caused by an unusually high-water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a seiche, or by some similarly unusual event.

Flood frequency means the probability of a flood occurrence which is determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average, once in a specified number of years or as a percent chance of occurring in any given year.

Flood fringe means that portion of the floodplain outside of the floodway which is covered by floodwaters during the regional flood and associated with standing water rather than flowing water.

Flood hazard boundary map means a map designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered A-zones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program (NFIP) until superseded by a flood insurance study and a flood insurance rate map.

Flood insurance rate map (FIRM) means a map of a community on which the Federal Insurance Administration has delineated both the floodplain and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.

Flood insurance study means a technical engineering examination, evaluation, and determination of the local flood hazard areas. It provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and base flood elevations and may provide floodway lines. The flood hazard areas are designated as numbered and unnumbered A-zones. Flood insurance rate maps, that accompany the flood insurance study, form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.

Flood profile means a graph or a longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.

Flood protection elevation means an elevation of two feet of freeboard above the water surface profile elevation designated for the regional flood. (Also see *Freeboard*.)

Flood storage means those floodplain areas where storage of floodwaters has been taken into account during analysis in reducing the regional flood discharge.

Floodplain means land which has been or may be covered by floodwater during the regional flood. It includes the floodway and the flood fringe and may include other designated floodplain areas for regulatory purposes.

Floodplain island means a natural geologic land formation within the floodplain that is surrounded, but not covered, by floodwater during the regional flood.

Floodplain management means policy and procedures to ensure wise use of floodplains, including mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.

Floodproofing means any combination of structural provisions, changes or adjustments to properties and structures, water and sanitary facilities and contents of buildings subject to flooding, for the purpose of reducing or eliminating flood damage.

Floodway means the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.

Freeboard means a safety factor expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for any factors that cause flood heights greater than those calculated, including ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization, loss of flood storage areas due to development and aggregation of the river or stream bed.

Habitable structure means any structure or portion thereof used or designed for human habitation.

Hearing notice means publication or posting meeting the requirements of Wis. Stats. ch. 985. For appeals, a Class 1 notice, published once at least one week (seven days) before the hearing, is required. For all zoning ordinances and amendments, a Class 2 notice, published twice, once each week consecutively, the last at least a week (seven days) before the hearing, is required. Local ordinances or bylaws may require additional notice, exceeding these minimums.

High flood damage potential means damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure or building and its contents.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is either:

- (1) Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as determined by the Secretary of the Interior; or by the Secretary of the Interior in states without approved programs.

Increase in regional flood height means a calculated upward rise in the regional flood elevation greater than 0.00 feet, based on a comparison of existing conditions and proposed conditions which is directly attributable to development in the floodplain but not attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients and discharge.

Land use means any nonstructural use made of unimproved or improved real estate. (Also see *Development*.)

Lowest adjacent grade means elevation of the lowest ground surface that touches any of the exterior walls of a building.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor,

provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of 44 CFR 60.3.

Maintenance means the act or process of restoring to original soundness, including redecorating, refinishing, nonstructural repairs, or the replacement of existing fixtures, systems or equipment, with equivalent fixtures, systems or structures.

Manufactured home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."

Mobile/manufactured home park or subdivision means a parcel (or contiguous parcels) of land, divided into two or more manufactured home lots for rent or sale.

Mobile/manufactured home park or subdivision, existing, means a parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of the ordinance from which this article is derived. At a minimum, this would include the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads.

Mobile/manufactured home park, expansion to existing, means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets and either final site grading or the pouring of concrete pads.

Mobile recreational vehicle means a vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of "mobile recreational vehicles."

Model, corrected effective, means a hydraulic engineering model that corrects any errors that occur in the duplicate effective model, adds any additional cross sections to the duplicate effective model, or incorporates more detailed topographic information than that used in the current effective model.

Model, duplicate effective, means a copy of the hydraulic analysis used in the effective FIS and referred to as the effective model.

Model, effective, means the hydraulic engineering model that was used to produce the current effective flood insurance study.

Model, existing (pre-project), means a modification of the duplicate effective model or corrected effective model to reflect any manmade modifications that have occurred within the floodplain since the date of the effective model but prior to the construction of the project for which the revision is being requested. If no modification has occurred since the date of the effective model, then this model would be identical to the corrected effective model or duplicate effective model.

Model, revised (post-project), means a modification of the existing or pre-project conditions model, duplicate effective model or corrected effective model to reflect revised or post-project conditions.

Municipality or *municipal* means the county, village or village governmental units enacting, administering and enforcing this article.

NAVD or *North American Vertical Datum* means elevations referenced to mean sea level datum, 1988 adjustment.

New construction, structures for which the start of construction commenced on or after the effective date of floodplain zoning regulations adopted by this community and includes any subsequent improvements to such structures.

NGVD or *National Geodetic Vertical Datum* means elevations referenced to mean sea level datum, 1929 adjustment.

Nonconforming structure means an existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this article for the area of the floodplain which it occupies. (For example, an existing residential structure in the flood fringe district is a conforming use. However, if the lowest floor is lower than the flood protection elevation, the structure is nonconforming.)

Nonconforming use means an existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this article for the area of the floodplain which it occupies. (Such as a residence in the floodway.)

Obstruction to flow means any development which blocks the conveyance of floodwaters such that this development alone or together with any future development will cause an increase in regional flood height.

Official floodplain zoning map means that map, adopted and made part of this article, as described in section 16-23(b), which has been approved by the department and FEMA.

Open space use means those uses having a relatively low flood damage potential and not involving structures.

Ordinary high-water mark means the point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.

Person means an individual, or group of individuals, corporation, partnership, association, municipality or state agency.

Private sewage system means a sewage treatment and disposal system serving one structure with a septic tank and soil absorption field located on the same parcel as the structure. The term "private sewage system" also means an alternative sewage system approved by the department of safety and professional services, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure, or a system located on a different parcel than the structure.

Public utilities means those utilities using underground or overhead transmission lines, such as electric, telephone and telegraph, and distribution and collection systems, such as water, sanitary sewer and storm sewer.

Reasonably safe from flooding means base floodwaters will not inundate the land or damage structures to be removed from the floodplain and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

Regional flood means a flood determined to be representative of large floods known to have occurred in the state. A regional flood is a flood with a one percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the RFE is equivalent to the BFE.

Start of construction means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means any manmade object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the ground, stream bed or lake bed, including, but not limited to, roofed and walled buildings, gas or liquid storage tanks, bridges, dams and culverts.

Subdivision has the meaning given in Wis. Stats. § 236.02(12).

Substantial damage means damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.

Substantial improvement means any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work performed. The term "substantial improvement" does not, however, include either any project for the improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions; or any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

Unnecessary hardship means where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height or density unnecessarily burdensome or unreasonable in light of the purposes of the ordinance.

Variance means an authorization by the board of adjustment or appeals for the construction or maintenance of a building or structure in a manner which is inconsistent with dimensional standards (not uses) contained in the floodplain zoning ordinance.

Violation means the failure of a structure or other development to be fully compliant with the floodplain zoning ordinance. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.

Water surface profile means a graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.

Watershed means the entire region contributing runoff or surface water to a watercourse or body of water.

Well means an excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.

(Ord. No. 13-06, § 23.10.0)

Secs. 16-26—16-49. Reserved.

DIVISION 2. GENERAL STANDARDS APPLICABLE TO ALL FLOODPLAIN DISTRICTS

Sec. 16-50. Basic requirements.

- (a) The community shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding and assure that all necessary permits have been received from those governmental agencies whose approval is required by federal or state law. If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall be designed and anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy; be constructed with flood-resistant materials; be constructed to minimize flood damages and to ensure that utility and mechanical equipment is designed and/or located so as to prevent water from entering or accumulating within the equipment during conditions of flooding.
- (b) If a subdivision or other proposed new development is in a flood-prone area, the community shall assure that:
 - (1) such proposed subdivision or other proposed new development is consistent with the need to minimize flood damage within the flood-prone area;
 - (2) public utilities and facilities such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (3) adequate drainage is provided to reduce exposure to flood hazards.

All subdivision proposals (including manufactured home parks) shall include regional flood elevation and floodway data for any development that meets the subdivision definition of this ordinance and all other requirements in s. 16-193(b).

(Ord. No. 13-06, § 23.2.0)

Sec. 16-51. Hydraulic and hydrologic analyses.

- (a) No floodplain development shall:
 - (1) Obstruct flow, defined as development which blocks the conveyance of floodwaters by itself or with other development, causing any increase in the regional flood height; or
 - (2) Cause any increase in the regional flood height due to floodplain storage area lost.
- (b) The zoning administrator shall deny permits if it is determined the proposed development will obstruct flow or cause any increase in the regional flood height, based on the officially adopted FIRM or other adopted map, unless the provisions of division 8 of this article are met.

(Ord. No. 13-06, § 23.2.1)

Sec. 16-52. Watercourse alterations.

- (a) No land use permit to alter or relocate a watercourse in a mapped floodplain shall be issued until the local official has notified in writing all adjacent municipalities, the department and FEMA regional offices, and required the applicant to secure all necessary state and federal permits. The standards of section 16-51 must be met and the flood carrying capacity of any altered or relocated watercourse shall be maintained.
- (b) As soon as is practicable, but not later than six months after the date of the watercourse alteration or relocation and pursuant to division 8 of this article, the community shall apply for a Letter of Map Revision (LOMR) from FEMA. Any such alterations must be reviewed and approved by FEMA and the DNR through the LOMC process.

(Ord. No. 13-06, § 23.2.2)

Sec. 16-53. Wis. Stats. chs. 30 and 31, development.

Development which requires a permit from the department, under Wis. Stats. chs. 30 and 31, such as docks, piers, wharves, bridges, culverts, dams and navigational aids, may be allowed if the necessary permits are obtained and amendments to the floodplain zoning ordinance are made according to division 8 of this division.

(Ord. No. 13-06, § 23.2.3)

Sec. 16-54. Public or private campgrounds.

Public or private campgrounds shall have a low flood damage potential and shall meet the following provisions:

- (1) The campground is approved by the Department of Agriculture, Trade and Consumer Protection;
- (2) A land use permit for the campground is issued by the zoning administrator;
- (3) The character of the river system and the campground elevation are such that a 72-hour warning of an impending flood can be given to all campground occupants;

- (4) There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in the campground. This procedure shall include a written agreement between the campground owner, the municipal emergency government coordinator and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, personnel responsible for monitoring flood elevations, types of warning systems to be used and the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation;
- (5) This agreement shall be for no more than one calendar year, at which time the agreement shall be reviewed and updated, by the officials identified in subsection (4) of this section, to remain in compliance with all applicable regulations, including those of the State Department of Agriculture, Trade and Consumer Protection and all other applicable regulations;
- (6) Only camping units that are fully licensed, if required, and ready for highway use are allowed;
- (7) The camping units shall not occupy any site in the campground for more than 180 consecutive days, at which time the camping unit must be removed from the floodplain for a minimum of 24 hours;
 - (a) A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.
- (8) All camping units that remain on site for more than 30 days shall be issued a limited authorization by the campground operator, a written copy of which is kept on file at the campground. Such authorization shall allow placement of a camping unit for a period not to exceed 180 days and shall ensure compliance with all the provisions of this section;
- (9) The municipality shall monitor the limited authorizations issued by the campground operator to ensure compliance with the terms of this section;
- (10) All camping units that remain in place for more than 180 consecutive days must meet the applicable requirements in either division 3, 4 or 5 of this article for the floodplain district in which the structure is located;
- (11) The campground shall have signs clearly posted at all entrances warning of the flood hazard and the procedures for evacuation when a flood warning is issued; and
- (12) All service facilities, including, but not limited to, refuse collection, electrical service, gas lines, propane tanks, sewage systems and wells, shall be properly anchored and placed at or floodproofed to the flood protection elevation.

(Ord. No. 13-06, § 23.2.4)

Secs. 16-55—16-81. Reserved.

DIVISION 3. FLOODWAY DISTRICT (FW)

Sec. 16-82. Applicability.

This section applies to all floodway areas on the floodplain zoning maps and those identified pursuant to section 16-149.

(Ord. No. 13-06, § 23.3.1)

Sec. 16-83. Permitted uses.

The following open space uses are allowed in the floodway district and the floodway areas of the general floodplain district, if they are not prohibited by any other ordinance, they meet the standards in section 16-84 and 16-85, and all permits or certificates have been issued according to section 16-193.

- (1) Agricultural uses, such as farming, outdoor plant nurseries, horticulture, viticulture and wild crop harvesting.
- (2) Nonstructural industrial and commercial uses, such as loading areas, parking areas and airport landing strips.
- (3) Nonstructural recreational uses, such as golf courses, tennis courts, archery ranges, picnic grounds, boat ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting, trap and skeet activities, hunting and fishing areas and hiking and horseback riding trails, subject to the fill limitations of section 16-84(d).
- (4) Uses or structures accessory to open space uses or classified as historic structures that comply with sections 16-84 and 16-85.
- (5) Extraction of sand, gravel or other materials that comply with section 16-84(d).
- (6) Functionally water-dependent uses, such as docks, piers or wharves, dams, flowage areas, culverts, navigational aids and river crossings of transmission lines, and pipelines that comply with Wis. Stats. chs. 30 and 31.
- (7) Public utilities, streets and bridges that comply with section 16-83(c).
- (8) Portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and ch. SPS 383, Wis. Adm. Code.
- (9) Public or private wells used to obtain potable water for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code.
- (10) Wastewater treatment ponds or facilities permitted under s. NR 110.15(3)(b), Wis. Adm. Code.
- (11) Sanitary sewer or water supply lines to service existing or proposed development located outside the floodway that complies with the regulations for the floodplain area occupied.

(Ord. No. 13-06, § 23.3.2)

Sec. 16-84. Standards for developments in the floodway.

(a) *Generally.*

- (1) Any development in the floodway shall comply with division 2 of this article and have a low flood damage potential.
 - (2) Applicants shall provide the following data to determine the effects of the proposal according to sections 16-51 and 16-193(b)(3):
 - a. A cross section elevation view of the proposal, perpendicular to the watercourse, showing if the proposed development will obstruct flow; or
 - b. An analysis calculating the effects of this proposal on regional flood height.
 - c. The analysis must be completed by a registered professional engineer in the state of Wisconsin.
 - (3) Any encroachment in the regulatory floodway is prohibited unless the data submitted for subd. 3.3(1)(b) above demonstrates that the encroachment will cause no increase in flood elevations in flood events up to the base flood at any location or removes the encroached area from the regulatory floodway as provided in s. 16-23(d)(2).
- (b) *Structures.* Structures accessory to permanent open space uses or functionally dependent on a waterfront location may be allowed by permit if the structures comply with the following criteria:
- (1) Not designed for human habitation, does not have a high flood damage potential and is constructed to minimize flood damage;
 - (2) Shall either have the lowest floor elevated to or above the flood protection elevation or shall meet all the following standards:
 - a. Have the lowest floor elevated to or above the regional flood elevation and be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water and completely dry to the flood protection elevation without human intervention during flooding;
 - b. Have structural components capable of meeting all provisions of Section 16-84(b)(7) and;
 - c. Be certified by a registered professional engineer or architect, through the use of a Federal Emergency Management Agency Floodproofing Certificate, that the design and methods of construction are in accordance with Section 16-84(b)(7).
 - (3) Must be anchored to resist flotation, collapse, and lateral movement;
 - (4) Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
 - (5) Must not obstruct flow of floodwaters or cause any increase in flood levels during the occurrence of the regional flood.
 - (6) For a structure designed to allow the automatic entry of floodwaters below the Regional Flood Elevation, the applicant shall submit a plan that meets s. 3.3(2)(a) through 3.3(2)(e) and meets or exceeds the following standards:
 - a. The lowest floor must be elevated to or above the regional flood elevation;
 - b. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

- c. the bottom of all openings shall be no higher than one foot above the lowest adjacent grade; openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters, otherwise must remain open.
 - d. The use must be limited to parking, building access or limited storage.
- (7) Certification: Whenever floodproofing measures are required, a registered professional engineer or architect shall certify that the following floodproofing measures will be utilized, where appropriate, and are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the regional flood:
- a. Reinforcement of floors and walls to resist rupture, collapse, or lateral movement caused by water pressures or debris buildup;
 - b. Construction of wells, water supply systems and waste treatment systems so as to prevent the entrance of flood waters in such systems and must be in accordance with provisions in Sections 16-83;
 - c. Subsurface drainage systems to relieve external pressures on foundation walls and basement floors;
 - d. Cutoff valves on sewer lines or the elimination of gravity flow basement drains; and
 - e. Placement of utilities to or above the flood protection elevation.
- (c) *Public utilities, streets and bridges.* Public utilities, streets and bridges may be allowed by permit, if:
- (1) Adequate floodproofing measures are provided to the flood protection elevation; and
 - (2) Construction meets the development standards of section 16-51.
- (d) *Fills or deposition of materials.* Fills or deposition of materials may be allowed by permit, if:
- (1) The requirements of section 16-51 are met;
 - (2) No material is deposited in navigable waters unless a permit is issued by the department pursuant to Wis. Stats. ch. 30, and a permit pursuant to section 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 USC 1344 has been issued, if applicable, and all other requirements have been met;
 - (3) The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling or bulkheading; and
 - (4) The fill is not classified as a solid or hazardous material.
- (Ord. No. 13-06, § 23.3.3)

Sec. 16-85. Prohibited uses.

All uses not listed as permitted uses in section 16-83 are prohibited, including the following uses:

- (1) Habitable structures, structures with high flood damage potential, or those not associated with permanent open-space uses;
- (2) Storing materials that are buoyant, flammable, explosive, injurious to property, water quality, or human, animal, plant, fish or other aquatic life;
- (3) Uses not in harmony with or detrimental to uses permitted in the adjoining districts;
- (4) Any private or public sewage systems, except portable latrines that are removed prior to flooding and systems associated with recreational areas and department-approved campgrounds that meet the applicable provisions of local ordinances and Wis. Admin. Code ch. SPS 383;
- (5) Any public or private wells which are used to obtain potable water, except those for recreational areas that meet the requirements of local ordinances and Wis. Admin. Code chs. NR 811 and 812;
- (6) Any solid or hazardous waste disposal sites;
- (7) Any wastewater treatment ponds or facilities, except those permitted under Wis. Admin. Code § NR 110.15(3)(b); and
- (8) Any sanitary sewer or water supply lines, except those to service existing or proposed development located outside the floodway which complies with the regulations for the floodplain area occupied.

(Ord. No. 13-06, § 23.3.4)

Secs. 16-86—16-113. Reserved.

DIVISION 4. FLOOD FRINGE DISTRICT (FF)

Sec. 16-114. Applicability.

This section applies to all flood fringe areas shown on the floodplain zoning maps and those identified pursuant to section 16-149.

(Ord. No. 13-06, § 23.4.1)

Sec. 16-115. Permitted uses.

Any structure, land use, or development is allowed in the flood fringe district if the standards in section 16-116 are met, the use is not prohibited by this article, or any other ordinance or regulation and all permits or certificates specified in section 16-193 have been issued.

(Ord. No. 13-06, § 23.4.2)

Sec. 16-116. Standards for development in the flood fringe.

Section 16-51 shall apply in addition to the following requirements according to the use requested. Any existing structure in the flood fringe must meet the requirements of division 6 of this article *Nonconforming Uses*;

- (1) **Residential Uses.** Any structure, including a manufactured home, which is to be newly constructed or moved into the floodfringe, shall meet or exceed the following standards. Any existing structure in the floodfringe must meet the requirements of s. 6.0 Nonconforming Uses;
- (a) All new construction, including placement of manufactured homes, and substantial improvement of residential structures, shall have the lowest floor elevated to or above the flood protection elevation on fill. The fill around the structure shall be one foot or more above the regional flood elevation extending at least 15 feet beyond the limits of the structure. No area may be removed from the floodfringe district unless it can be shown to meet s. 1.5(5).
 - (b) Notwithstanding s. 4.3 (1)(a), a basement or crawlspace floor may be placed at the regional flood elevation if the basement or crawlspace is designed to make all portions of the structure below the flood protection elevation watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. No floor of any kind is allowed below the regional flood elevation;
 - (c) Contiguous dryland access shall be provided from a structure to land outside of the floodplain, except as provided in subd. (d).
 - (d) In developments where existing street or sewer line elevations make compliance with subd. (c) impractical, the municipality may permit new development and substantial improvements where roads are below the regional flood elevation, if:
 - 1. The municipality has written assurance from police, fire and emergency services that rescue, and relief will be provided to the structure(s) by wheeled vehicles during a regional flood event; or
 - 2. The municipality has a DNR-approved emergency evacuation plan that follows acceptable hazard mitigation planning guidelines.
- (2) *Accessory structures or uses.* Accessory structures shall be constructed on fill with the lowest floor at or above the regional flood elevation.
- (3) *Commercial uses.* Any commercial structure which is erected, altered or moved into the flood fringe shall meet the requirements of subsection (1) of this section. Subject to the requirements of subsection (5) of this section, storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.
- (4) *Manufacturing and industrial uses.* Any manufacturing or industrial structure which is erected, altered or moved into the flood fringe shall have the lowest floor elevated to or above the flood protection elevation or meet the floodproofing standards in section 16-197. Subject to the requirements of subsection (5) of this section, storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.
- (5) *Storage of materials.* Materials that are buoyant, flammable, explosive, or injurious to property, water quality or human, animal, plant, fish or aquatic life shall be stored at or above the flood protection elevation or floodproofed in compliance with section 16-

197. Adequate measures shall be taken to ensure that such materials will not enter the water body during flooding.

- (6) *Public utilities, streets and bridges.* All utilities, streets and bridges shall be designed to be compatible with comprehensive floodplain development plans; and:
 - a. When failure of public utilities, streets and bridges would endanger public health or safety, or where such facilities are deemed essential, construction or repair of such facilities shall only be permitted if they are designed to comply with section 16-197.
 - b. Minor roads or non-essential utilities may be constructed at lower elevations if they are designed to withstand flood forces to the regional flood elevation.
- (7) *Sewage systems.* All sewage disposal systems shall be designed to minimize or eliminate infiltration of floodwater into the system, pursuant to section 16-197(c), to the flood protection elevation and meet the provisions of all local ordinances and Wis. Admin. Code ch. SPS 383.
- (8) *Wells.* All wells shall be designed to minimize or eliminate infiltration of floodwaters into the system, pursuant to section 16-197(c), to the flood protection elevation and shall meet the provisions of Wis. Admin. Code chs. NR 811 and 812.
- (9) *Solid waste disposal sites.* Disposal of solid or hazardous waste is prohibited in flood fringe areas.
- (10) *Deposition of materials.* Any deposited material must meet all the provisions of this article.
- (11) *Manufactured homes.*
 - a. Owners or operators of all manufactured home parks and subdivisions shall provide adequate surface drainage to minimize flood damage, and prepare, secure approval and file an evacuation plan, indicating vehicular access and escape routes, with local emergency management authorities.
 - b. In existing manufactured home parks, all new homes, replacement homes on existing pads, and substantially improved homes shall:
 - 1. Have the lowest floor elevated to the flood protection elevation; and
 - 2. Be anchored so they do not float, collapse or move laterally during a flood.
 - c. Outside of existing manufactured home parks, including new manufactured home parks and all single units outside of existing parks, all new, replacement and substantially improved manufactured homes shall meet the residential development standards for the flood fringe in subsection (1) of this section.
- (12) *Mobile recreational vehicles.* All mobile recreational vehicles that are on site for 180 consecutive days or more or are not fully licensed and ready for highway use shall; or shall meet the elevation and anchoring requirements in subsection (11)(b) and (c) of this section. A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

(Ord. No. 13-06, § 23.4.3)

Secs. 16-117—16-145. Reserved.

DIVISION 5. GENERAL FLOODPLAIN DISTRICT (GFP)

Sec. 16-146. Applicability/Floodway Boundaries.

- (a) Applicability. The provisions for the General Floodplain District shall apply to development in all floodplains mapped as A, AO, AH, and in AE zones within which a floodway is not delineated on the Flood Insurance Rate Maps identified in s. 16-23(b)(2).
- (b) Floodway Boundaries. For proposed development in zone A, or in zone AE within which a floodway is not delineated on the Flood Insurance Rate Map identified in s. 16-23(b)(2), the boundaries of the regulatory floodway shall be determined pursuant to s. 16-148. If the development is proposed to encroach upon the regulatory floodway, the development is subject to the standards of s. 3.0. If the development is located entirely within the floodfringe, the development is subject to the standards of s. 4.0.

(Ord. No. 13-06, § 23.5.1)

Sec. 16-147. Permitted uses.

- (a) Pursuant to section 16-149, it shall be determined whether the proposed use is located within the floodway or flood fringe.
- (b) Those uses permitted in the floodway (section 16-83) and flood fringe (section 16-115) districts are allowed within the general floodplain district, according to the standards of section 16-148, provided that all permits or certificates required under section 16-193 have been issued.

(Ord. No. 13-06, § 23.5.2)

Sec. 16-148. Standards for development in the general floodplain district.

Division 3 of this article applies to floodway areas, and division 4 of this article applies to flood fringe areas. The rest of this article applies to either district.

- (1) New construction and substantial improvement of structures in zone AO shall have the lowest floor, including basement, elevated:
 - a. To or above the depth, in feet, as shown on the FIRM above the highest adjacent natural grade; or
 - b. If the depth is not specified on the FIRM, to or above two (2) feet above the highest adjacent natural grade.

- (2) New Construction and substantial improvement of structures in zone AH shall have the lowest floor, including basement, elevated to or above the flood protection elevation.
- (3) In AO/AH zones, provide adequate drainage paths to guide floodwaters around structures.
- (4) All development in zones AO and zone AH shall meet the requirements of division 4.0 applicable to flood fringe areas.

(Ord. No. 13-06, § 23.5.3)

Sec. 16-149. Determining floodway and flood fringe limits.

Upon receiving an application for development within the general floodplain district, the zoning administrator shall:

- (1) Require the applicant to submit two copies of an aerial photograph or a plan which shows the proposed development with respect to the general floodplain district limits, stream channel, and existing floodplain developments, along with a legal description of the property, fill limits and elevations, building floor elevations and floodproofing measures; and the flood zone as shown on the FIRM.
- (2) Require the applicant to furnish any of the following information deemed necessary by the department to evaluate the effects of the proposal upon flood height and flood flows, regional flood elevation and to determine floodway boundaries:
 - a. A hydrologic and hydraulic study as specified in section 16-193(b)(3).
 - b. Plan (surface view) showing elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location and layout of all proposed and existing structures on the site; location and elevations of streets, water supply, and sanitary facilities; soil types and other pertinent information.
 - c. Specifications for building construction and materials, floodproofing, filling, dredging, channel improvement, storage, water supply and sanitary facilities.

(Ord. No. 13-06, § 23.5.4)

Sec. 16-150 Flood Storage District.

The flood storage district delineates that portion of the floodplain where storage of floodwaters has been taken into account and is relied upon to reduce the regional flood discharge. The district protects the flood storage areas and assures that any development in the storage areas will not decrease the effective flood storage capacity which would cause higher flood elevations.

- (a) Applicability. The provisions of this section apply to all areas within the Flood Storage District (FSD), as shown on the official floodplain zoning maps.
- (b) Permitted uses. Any use or development which occurs in a flood storage district must meet the applicable requirements in s. 16-116
- (c) Standards for development in flood storage districts.

1. Development in a flood storage district shall not cause an increase equal or greater than 0.00 of a foot in the height of the regional flood.
2. No development shall be allowed which removes flood storage volume unless an equal volume of storage as defined by the pre-development ground surface and the regional flood elevation shall be provided in the immediate area of the proposed development to compensate for the volume of storage, which is lost, (compensatory storage). Excavation below the groundwater table is not considered to provide an equal volume of storage.
3. If compensatory storage cannot be provided, the area may not be developed unless the entire area zoned as flood storage district – on this waterway – is rezoned to the floodfringe district. This must include a revision to the floodplain study and map done for the waterway to revert to the higher regional flood discharge calculated without floodplain storage, as per s. 8.0 *Amendments* of this ordinance.
4. No area may be removed from the flood storage district unless it can be shown that the area has been filled to the flood protection elevation and is contiguous to other lands lying outside of the floodplain.

Secs. 16-151 – 16-166. Reserved.

DIVISION 6. NONCONFORMING USES

Sec. 16-167. General standards.

(a) Applicability.

1. The standards in this section shall apply to all uses and buildings that do not conform to the provisions contained within a floodplain zoning ordinance or with s. 87.30, Stats. and §§ NR 116.12-14, Wis. Adm. Code and 44 CFR 59-72., these standards shall apply to all modifications or additions to any nonconforming use or structure and to the use of any structure or premises which was lawful before the passage of this ordinance or any amendment thereto. A party asserting existence of a lawfully established nonconforming use or structure has the burden of proving that the use or structure was compliant with the floodplain zoning ordinance in effect at the time the use or structure was created.
2. As permit applications are received for additions, modifications, or substantial improvements to nonconforming buildings in the floodplain, municipalities shall develop a list of those nonconforming buildings, their present equalized assessed value and a list of the costs of those activities associated with changes to those buildings.

(b) Conditions. The existing lawful use of a structure or its accessory use which is not in conformity with the provisions of this article may continue subject to the following conditions:

- (1) No modifications or additions to a nonconforming use or structure shall be permitted unless they comply with this article. The words "modification" and "addition" include, but are not limited to, any alteration, addition, modification, structural repair,

rebuilding or replacement of any such existing use, structure or accessory structure or use. Maintenance is not considered a modification; this includes painting, decorating, paneling and other nonstructural components and the maintenance, repair or replacement of existing private sewage or water supply systems or connections to public utilities. Any costs associated with the repair of a damaged structure are not considered maintenance.

- (2) The construction of a deck that does not exceed 200 square feet and that is adjacent to the exterior wall of a principal structure is not an extension, modification or addition. The roof of the structure may extend over a portion of the deck in order to provide safe ingress and egress to the principal structure.
- (3) If a nonconforming use or the use of a nonconforming structure is discontinued for 12 consecutive months, it is no longer permitted and any future use of the property, and any structure or building thereon shall conform to the applicable requirements of this article.
- (4) The municipality shall keep a record which lists all nonconforming uses and nonconforming structures, their present equalized assessed value, the cost of all modifications or additions which have been permitted, and the percentage of the structure's total current value those modifications represent.
- (5) No modification or addition to any nonconforming structure or any structure with a nonconforming use, which over the life of the structure would equal or exceed 50 percent of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this article. Contiguous dry land access must be provided for residential and commercial uses in compliance with section 16-116(1). The costs of elevating the lowest floor of a nonconforming building or a building with a nonconforming use to the flood protection elevation are excluded from the 50 percent provisions of this subsection;
- (6) No maintenance on a per event basis to any nonconforming structure or any structure with a nonconforming use, the cost of which would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 16-116(1). Maintenance to any nonconforming structure, which does not exceed 50% of its present equalized assessed value on a per event basis, does not count against the cumulative calculations over the life of the structure for substantial improvement calculations.
- (7) If on a per event basis the total value of the work being done under subsections (b)(5) and (6) of this section equals or exceeds 50 percent of the present equalized assessed value, the work shall not be permitted unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this article. Contiguous dry land access must be provided for residential and commercial uses in compliance with section 16-116(1).
- (8) Except as provided in subsection (b)(9) of this section, if any nonconforming structure or any structure with a nonconforming use is destroyed or is substantially

damaged, it cannot be replaced, reconstructed or rebuilt unless the use and the structure meet the current article requirements. A structure is considered substantially damaged if the total cost to restore the structure to its pre-damaged condition equals or exceeds 50 percent of the structure's present equalized assessed value.

- (9) For nonconforming buildings that are substantially damaged or destroyed by a nonflood disaster, the repair or reconstruction of any such nonconforming building shall be permitted in order to restore it to the size and use in effect prior to the damage event, provided that the minimum Federal Code requirements below are met, and all required permits have been granted prior to the start of construction.

a. Residential structures shall:

1. Have the lowest floor, including basement, elevated to or above the base flood elevation using fill, pilings, columns, posts or perimeter walls. Perimeter walls must meet the requirements of section 16-197(b).
2. Be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, and shall be constructed with methods and materials resistant to flood damage.
3. Be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.
4. In A zones, obtain, review and utilize any flood data available from a federal, state or other source.
5. In AO zones with no elevations specified, have the lowest floor, including basement, meet the standards in section 16-148(1).
6. In AO zones, have adequate drainage paths around structures on slopes to guide floodwaters around and away from the structure.

b. Nonresidential structures shall:

1. Meet the requirements of subsection (b)(9)a of this section.
2. Either:
 - (i) Have the lowest floor, including basement, elevated to or above the regional flood elevation; or
 - (ii) Together with attendant utility and sanitary facilities, meet the standards in section 16-197(a) or (b).
3. In AO zones with no elevations specified, have the lowest floor, including basement, meet the standards in section 16-148(1).

- (c) *Alteration, repair and rehabilitation of historic structure.* A nonconforming historic structure may be altered if the alteration will not preclude the structure's continued designation as a historic structure, the alteration will comply with section 16-84(a), flood-resistant materials are used, and construction practices and floodproofing methods that comply with section 16-197 are used. Repair or rehabilitation of historic structures shall be

exempt from the development standards of subsection (b)(9)a of this section if it is determined that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure.

(Ord. No. 13-06, § 23.6.1)

Sec. 16-168. Floodway district.

- (a) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use in the Floodway District, unless such modification or addition:
 - (1) Has been granted a permit or variance which meets all article requirements;
 - (2) Meets the requirements of section 16-167;
 - (3) Shall not increase the obstruction to flood flows or regional flood height;
 - (4) Any addition to the existing structure shall be floodproofed, pursuant to section 16-197, by means other than the use of fill, to the flood protection elevation; and
 - (5) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:
 - a. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of floodwaters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;
 - b. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;
 - c. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
 - d. The use must be limited to parking, building access or limited storage.
- (b) No new on-site sewage disposal system, or addition to an existing on-site sewage disposal system, except where an addition has been ordered by a government agency to correct a hazard to public health, shall be allowed in the floodway district. Any replacement, repair or maintenance of an existing on-site sewage disposal system in a floodway area shall meet the applicable requirements of all municipal ordinances, section 16-197(c) and Wis. Admin. Code ch. SPS 383.
- (c) No new well or modification to an existing well used to obtain potable water shall be allowed in the floodway district. Any replacement, repair or maintenance of an existing well in the floodway district shall meet the applicable requirements of all municipal ordinances, section 16-197(c) and Wis. Admin. Code chs. NR 811 and 812.

(Ord. No. 13-06, § 23.6.2)

Sec. 16-169. Flood fringe district.

- (a) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use unless such modification or addition has been granted a permit or variance by the municipality, and meets the requirements of section 16-116, except where subsection (b) of this section is applicable.
 - (b) Where compliance with the provisions of subsection (a) of this section would result in unnecessary hardship and only where the structure will not be used for human habitation or be associated with a high flood damage potential, the board of adjustment/appeals, using the procedures established in section 16-195, may grant a variance from those provisions of subsection (a) of this section for modifications or additions using the criteria listed below. Modifications or additions which are protected to elevations lower than the flood protection elevation may be permitted if:
 - (1) No floor is allowed below the regional flood elevation for residential or commercial structures;
 - (2) Human lives are not endangered;
 - (3) Public facilities, such as water or sewer, shall not be installed;
 - (4) Flood depths shall not exceed two feet;
 - (5) Flood velocities shall not exceed two feet per second; and
 - (6) The structure shall not be used for storage of materials as described in section 16-116(5).
 - (c) All new private sewage disposal systems, or addition to, replacement, repair or maintenance of a private sewage disposal system shall meet all the applicable provisions of all local ordinances, section 16-197(c) and Wis. Admin. Code ch. SPS 383.
 - (d) All new wells, or addition to, replacement, repair or maintenance of a well shall meet the applicable provisions of this article, section 16-197(c) and Wis. Admin. Code chs. NR 811 and 812.
- (Ord. No. 13-06, § 23.6.3)

Sec. 16-170 Flood Storage District.

No modifications or additions shall be allowed to any nonconforming structure in a flood storage area unless the standards outlined in 16-150(c) are met.

Secs 16-171—16-191. Reserved.*DIVISION 7. ADMINISTRATION***Sec. 16-192. Officials previously appointed to administer zoning regulations.**

Where a zoning administrator, planning agency or a board of adjustment/appeals has already been appointed to administer a zoning ordinance adopted under Wis. Stats. § 59.69, 59.692 or 62.23(7), these officials shall also administer this article.

(Ord. No. 13-06, § 23.7.0)

Sec. 16-193. Zoning administrator.

- (a) *Duties and powers.* The zoning administrator is authorized to administer this article and shall have the following duties and powers:
- (1) Advise applicants of the article provisions, assist in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.
 - (2) Issue permits and inspect properties for compliance with provisions of this article and issue certificates of compliance where appropriate.
 - (3) Inspect and assess all damaged floodplain structures to determine if substantial damage to the structures has occurred.
 - (4) Keep records of all official actions, such as:
 - a. All permits issued, inspections made, and work approved.
 - b. Documentation of certified lowest floor and regional flood elevations.
 - c. Floodproofing certificates.
 - d. Water surface profiles, floodplain zoning maps and ordinances, nonconforming uses and structures, including changes, appeals, variances and amendments.
 - e. All substantial damage assessment reports for floodplain structures.
 - f. List of nonconforming structures and uses.
 - (5) Submit copies of the following items to the department regional office:
 - a. Within ten days of the decision, a copy of any decisions on variances, appeals for map or text interpretations, and map or text amendments.
 - b. Copies of case-by-case analyses and other required information, including an annual summary of floodplain zoning actions taken.
 - c. Copies of substantial damage assessments performed and all related correspondence concerning the assessments.
 - (6) Investigate, prepare reports, and report violations of this article to the municipal zoning agency and attorney for prosecution. Copies of the reports shall also be sent to the department regional office.
 - (7) Submit copies of amendments to the FEMA regional office.
- (b) *Land use permit.* A land use permit shall be obtained before any new development; repair, modification or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated. Application to the zoning administrator shall include:
- (1) *General information.*
 - a. Name and address of the applicant, property owner and contractor;
 - b. Legal description, proposed use, and whether it is new construction or a modification.

- (2) *Site development plan.* A site plan drawn to scale shall be submitted with the permit application form and shall contain:
- a. Location, dimensions, area and elevation of the lot;
 - b. Location of the ordinary high-water mark of any abutting navigable waterways;
 - c. Location of any structures with distances measured from the lot lines and street center lines;
 - d. Location of any existing or proposed on-site sewage systems or private water supply systems;
 - e. Location and elevation of existing or future access roads;
 - f. Location of floodplain and floodway limits as determined from the official floodplain zoning maps;
 - g. The elevation of the lowest floor of proposed buildings and any fill using the vertical datum from the adopted study—either National Geodetic Vertical Datum (NGVD) or North American Vertical Datum (NAVD);
 - h. Data sufficient to determine the regional flood elevation in NGVD or NAVD at the location of the development and to determine whether or not the requirements of division 3 or 4 of this article are met; and
 - i. Data to determine if the proposed development will cause an obstruction to flow or an increase in regional flood height or discharge according to section 16-51. This may include any of the information noted in section 16-84(a).
- (3) *Hydraulic and hydrologic studies to analyze development.* All hydraulic and hydrologic studies shall be completed under the direct supervision of a professional engineer registered in the state. The study contractor shall be responsible for the technical adequacy of the study. All studies shall be reviewed and approved by the department.
- a. *Zone A floodplains and AE zones within which a floodway is no delineated:*
 1. *Hydrology.* The appropriate method shall be based on the standards in Wis. Admin. Code § NR 116.07(3), Hydrologic analysis: Determination of regional flood discharge.
 2. *Hydraulic modeling.* The regional flood elevation shall be based on the standards in Wis. Admin. Code § NR 116.07(4), Hydraulic analysis: Determination of regional flood elevation, and the following:
 - (i) Determination of the required limits of the hydraulic model shall be based on detailed study information for downstream structures (dam, bridge, culvert) to determine adequate starting WSEL for the study.
 - (ii) Channel sections must be surveyed.
 - (iii) Minimum four foot contour data in the overbanks shall be used for the development of cross section overbank and floodplain mapping.
 - (iv) A maximum distance of 500 feet between cross sections is allowed in developed areas with additional intermediate cross sections

required at transitions in channel bottom slope, including a survey of the channel at each location.

- (v) The most current version of HEC-RAS shall be used.
 - (vi) A survey of bridge and culvert openings and the top of road is required at each structure.
 - (vii) Additional cross sections are required at the downstream and upstream limits of the proposed development and any necessary intermediate locations based on the length of the reach if greater than 500 feet.
 - (viii) Standard accepted engineering practices shall be used when assigning parameters for the base model, such as flow, Manning's N values, expansion and contraction coefficients or effective flow limits. The base model shall be calibrated to past flooding data such as high-water marks to determine the reasonableness of the model results. If no historical data is available, adequate justification shall be provided for any parameters outside standard accepted engineering practices.
 - (ix) The model must extend past the upstream limit of the difference in the existing and proposed flood profiles in order to provide a tie-in to existing studies. The height difference between the proposed flood profile and the existing study profiles shall be no more than 0.00 feet.
3. *Mapping.* A work map of the reach studied shall be provided, showing all cross section locations, floodway/floodplain limits based on best available topographic data, geographic limits of the proposed development and whether the proposed development is located in the floodway.
- (i) If the proposed development is located outside of the floodway, then it is determined to have no impact on the regional flood elevation.
 - (ii) If any part of the proposed development is in the floodway, it must be added to the base model to show the difference between existing and proposed conditions. The study must ensure that all coefficients remain the same as in the existing model, unless adequate justification based on standard accepted engineering practices is provided.

b. *Zone AE floodplains.*

- 1. *Hydrology.* If the proposed hydrology will change the existing study, the appropriate method to be used shall be based on Wis. Admin. Code § NR 116.07(3), Hydrologic analysis: Determination of regional flood discharge.
- 2. *Hydraulic model.* The regional flood elevation shall be based on the standards in Wis. Admin. Code § NR 116.07(4), Hydraulic analysis: Determination of regional flood elevation, and the following:

- (i) Duplicate effective model. The effective model shall be reproduced to ensure correct transference of the model data and to allow integration of the revised data to provide a continuous FIS model upstream and downstream of the revised reach. If data from the effective model is available, models shall be generated that duplicate the FIS profiles and the elevations shown in the floodway data table in the FIS report to within 0.1 foot.
 - (ii) Corrected effective model. The corrected effective model shall not include any manmade physical changes since the effective model date, but shall import the model into the most current version of HEC-RAS for department review.
 - (iii) Existing (pre-project conditions) model. The existing model shall be required to support conclusions about the actual impacts of the project associated with the revised (post-project) model or to establish more up-to-date models on which to base the revised (post-project) model.
 - (iv) Revised (post-project conditions) model. The revised (post-project conditions) model shall incorporate the existing model and any proposed changes to the topography caused by the proposed development. This model shall reflect proposed conditions.
 - (v) All changes to the duplicate effective model and subsequent models must be supported by certified topographic information, bridge plans, construction plans and survey notes.
 - (vi) Changes to the hydraulic models shall be limited to the stream reach for which the revision is being requested. Cross sections upstream and downstream of the revised reach shall be identical to those in the effective model and result in water surface elevations and top widths computed by the revised models matching those in the effective models upstream and downstream of the revised reach as required. The effective model shall not be truncated.
3. *Mapping.* Maps and associated engineering data shall be submitted to the department for review which meet the following conditions:
- (i) Consistency between the revised hydraulic models, the revised floodplain and floodway delineations, the revised flood profiles, topographic work map, annotated FIRMs and/or flood boundary floodway maps (FBFMs), construction plans, bridge plans.
 - (ii) Certified topographic map of suitable scale, contour interval, and a planimetric map showing the applicable items. If a digital version of the map is available, it may be submitted in order that the FIRM may be more easily revised.
 - (iii) Annotated FIRM panel showing the revised one percent and 0.2 percent annual chance floodplains and floodway boundaries.
 - (iv) If an annotated FIRM and/or FBFM and digital mapping data (GIS or CADD) are used, then all supporting documentation or metadata

must be included with the data submission along with the Universal Transverse Mercator (UTM) Projection and state plane coordinate system in accordance with FEMA mapping specifications.

- (v) The revised floodplain boundaries shall tie into the effective floodplain boundaries.
- (vi) All cross sections from the effective model shall be labeled in accordance with the effective map and a cross section lookup table shall be included to relate to the model input numbering scheme.
- (vii) Both the current and proposed floodways shall be shown on the map.
- (viii) The stream centerline, or profile baseline used to measure stream distances in the model, shall be visible on the map.

(4) *Expiration.* All permits issued under the authority of this article shall expire no more than 180 days after issuance. The permit may be extended for a maximum of 180 days for good and sufficient cause. If the permitted work has not started within 180 days of the permit date, the development must comply with any regulation, including any revision to the FIRM or FIS, that took effect after the permit date.

- (c) *Certificate of compliance.* No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt or replaced shall be occupied until a certificate of compliance is issued by the zoning administrator, except where no permit is required, subject to the following provisions:
- (1) The certificate of compliance shall show that the building or premises or part thereof, and the proposed use, conform to the provisions of this article;
 - (2) Application for such certificate shall be concurrent with the application for a permit;
 - (3) If all article provisions are met, the certificate of compliance shall be issued within ten days after written notification that the permitted work is completed;
 - (4) The applicant shall submit a certification signed by a registered professional engineer, architect or land surveyor that the fill, lowest floor and floodproofing elevations are in compliance with the permit issued. Floodproofing measures also require certification by a registered professional engineer or architect that the requirements of section 16-197 are met.
 - (5) Where applicable pursuant to s. 16-148, the applicant must submit a certification by a registered professional engineer or surveyor of the elevation of the bottom of the lowest horizontal structural member supporting the lowest floor (excluding pilings or columns), and an indication of whether the structure contains a basement.
 - (6) Where applicable pursuant to s. 16-148, the applicant must submit certifications by a registered professional engineer or architect that the structural design and methods of construction meet accepted standards of practice as required by s. 16-148.
- (d) *Other permits.* Prior to obtaining a floodplain development permit the applicant must secure all necessary permits from federal, state, and local agencies, including, but not limited to, those required by the U.S. Army Corps of Engineers under section 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 USC 1344.

Sec. 16-194. Plan commission.

- (a) The plan commission shall:
 - (1) Oversee the functions of the office of the zoning administrator; and
 - (2) Review and advise the governing body on all proposed amendments to this article, maps and text.
 - (3) publish adequate notice pursuant to Ch. 985, Stats., specifying the date, time, place and subject of the public hearing.
 - (b) The plan commission shall not:
 - (1) Grant variances to the terms of the article in place of action by the board of adjustment/appeals; or
 - (2) Amend the text or zoning maps in place of official action by the governing body.
- (Ord. No. 13-06, § 23.7.2)

Sec. 16-195. Board of adjustment/appeals.

The board of adjustment/appeals, created under Wis. Stats. § 59.694 for counties or Wis. Stats. § 62.23(7)(e) for cities or villages, is hereby authorized or shall be appointed to act for the purposes of this article. The board shall exercise the powers conferred by state statutes and adopt rules for the conduct of business. The zoning administrator shall not be the secretary of the board.

(1) *Powers and duties.* The board of adjustment/appeals shall:

- a. *Appeals.* Hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by an administrative official in the enforcement or administration of this article;
- b. *Boundary disputes.* Hear and decide disputes concerning the district boundaries shown on the official floodplain zoning map; and
- c. *Variances.* Hear and decide, upon appeal, variances from the ordinance standards.

(2) *Appeals to the board.*

- a. *Procedure.* Appeals to the board may be taken by any person aggrieved, or by any officer or department of the municipality affected by any decision of the zoning administrator or other administrative officer. Such appeal shall be taken within 30 days unless otherwise provided by the rules of the board, by filing with the official whose decision is in question, and with the board, a notice of appeal specifying the reasons for the appeal. The official whose decision is in question shall transmit to the board all records regarding the matter appealed.
- b. *Notice and hearing for appeals including variances.*
 1. *Notice.* The board shall:
 - (i) Fix a reasonable time for the hearing;
 - (ii) Publish adequate notice pursuant to state statutes, specifying the date, time, place and subject of the hearing; and
 - (iii) Ensure that notice shall be mailed to the parties in interest and the department regional office at least ten days in advance of the hearing.
 2. *Hearing.* Any party may appear in person or by agent. The board shall:
 - (i) Resolve boundary disputes according to subsection (3) of this section;
 - (ii) Decide variance applications according to subsection (4) of this section; and
 - (iii) Decide appeals of permit denials according to section 16-196.
- c. *Decision.* The final decision regarding the appeal or variance application shall:
 1. Be made within a reasonable time;
 2. Be sent to the department regional office within ten days of the decision;

3. Be a written determination signed by the chairman or secretary of the board;
 4. State the specific facts which are the basis for the board's decision;
 5. Either affirm, reverse, vary or modify the order, requirement, decision or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction or grant or deny the variance application; and
 6. Include the reasons for granting an appeal, describing the hardship demonstrated by the applicant in the case of a variance, clearly stated in the recorded minutes of the board proceedings.
- (3) *Boundary disputes.* The following procedure shall be used by the board in hearing disputes concerning floodplain district boundaries:
- a. If a floodplain district boundary is established by approximate or detailed floodplain studies, the flood elevations or profiles shall prevail in locating the boundary. If none exist, other evidence may be examined;
 - b. The person contesting the boundary location shall be given a reasonable opportunity to present arguments and technical evidence to the board; and
 - c. If the boundary is incorrectly mapped, the board should inform the zoning committee or the person contesting the boundary location to petition the governing body for a map amendment according to division 8 of this article.
- (4) *Variances.*
- a. The board may, upon appeal, grant a variance from the standards of this article if an applicant convincingly demonstrates that:
 1. Literal enforcement of the article will cause unnecessary hardship;
 2. The hardship is due to adoption of the floodplain ordinance and unique property conditions, not common to adjacent lots or premises. In such case the article or map must be amended;
 3. The variance is not contrary to the public interest; and
 4. The variance is consistent with the purpose of this article in section 16-21.
 - b. In addition to the criteria in subsection (4)a of this section, to qualify for a variance under FEMA regulations, the Board must find that the following criteria have been met:
 1. The variance shall not cause any increase in the regional flood elevation;
 2. The applicant has shown good and sufficient cause for issuance of the variance; and
 3. Failure to grant the variance would result in exceptional hardship;
 4. Granting the variance will not result in additional threats to public safety, extraordinary expense, create a nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances;
 5. The variance granted is the minimum necessary, considering the flood hazard, to afford relief.

- c. A variance shall not:
 - 1. Grant, extend or increase any use prohibited in the zoning district;
 - 2. Be granted for a hardship based solely on an economic gain or loss;
 - 3. Be granted for a hardship which is self-created;
 - 4. Damage the rights or property values of other persons in the area;
 - 5. Allow actions without the amendments to this article or map(s) required in division 8 of this article; and
 - 6. Allow any alteration of an historic structure, including its use, which would preclude its continued designation as an historic structure.
- d. When a floodplain variance is granted, the board shall notify the applicant in writing that it may increase risks to life, and property and flood insurance premiums could increase up to \$25.00 per \$100.00 of coverage. A copy shall be maintained with the variance record.

(Ord. No. 13-06, § 23.7.3)**Sec. 16-196. To review appeals of permit denials.**

- (a) The zoning agency (section 16-194) or board shall review all data related to the appeal. This may include:
 - (1) Permit application data listed in section 16-193(b);
 - (2) Floodway/flood fringe determination data in section 16-149;
 - (3) Data listed in section 16-84(a)(2) where the applicant has not submitted this information to the zoning administrator; and
 - (4) Other data submitted with the application, or submitted to the board with the appeal.
- (b) For appeals of all denied permits, the board shall:
 - (1) Follow the procedures of section 16-195;
 - (2) Consider zoning agency recommendations; and
 - (3) Either uphold the denial or grant the appeal.
- (c) For appeals concerning increases in regional flood elevation, the board shall:
 - (1) Uphold the denial where the board agrees with the data showing an increase in flood elevation. Increases may only be allowed after amending the flood profile and map and all appropriate legal arrangements are made with all adversely affected property owners as per the requirements of division 8 of this article; and
 - (2) Grant the appeal where the board agrees that the data properly demonstrates that the project does not cause an increase, provided no other reasons for denial exist.

(Ord. No. 13-06, § 23.7.4)

Sec. 16-197. Floodproofing standards for nonconforming structures or uses.

- (a) No permit or variance shall be issued for a nonresidential structure designed to be watertight below the regional flood elevation until the applicant submits a plan certified by a registered professional engineer or architect that the floodproofing measures will protect the structure or development to the flood protection elevation and submits a FEMA

floodproofing certificate. Floodproofing is not an alternative to the development standards in Divisions 2, 3, 4, or 5.

- (b) For a structure designed to allow the entry of floodwaters, no permit or variance shall be issued until the applicant submits a plan either:
 - (1) Certified by a registered professional engineer or architect; or
 - (2) That meets or exceeds the following standards:
 - a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - b. The bottom of all openings shall be no higher than one foot above grade; and
 - c. Openings may be equipped with screens, louvers, valves, or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.
- (c) Floodproofing measures shall be designed, as appropriate, to:
 - (1) Withstand flood pressures, depths, velocities, uplift and impact forces and other regional flood factors;
 - (2) Protect structures to the flood protection elevation;
 - (3) Anchor structures to foundations to resist flotation and lateral movement;
 - (4) Minimize or eliminate infiltration of floodwaters; and
 - (5) Minimize or eliminate discharges into floodwaters.
 - (6) Placement of essential utilities to or above the flood protection elevation; and
 - (7) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:
 - a. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;
 - b. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;
 - c. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
 - d. The use must be limited to parking, building access or limited storage.

(Ord. No. 13-06, § 23.7.5)

Sec. 16-198. Public information.

To provide information regarding the status of real property, marks shall be placed on structures to show the depth of inundation during a regional flood. In addition, all maps, engineering data and regulations shall be available and widely distributed and real estate transfer should show what floodplain district the transferred property is located in.

(Ord. No. 13-06, § 23.7.6)

Secs. 16-199—16-219. Reserved.

DIVISION 8. AMENDMENTS

Sec. 16-220. Required for obstructions or increases.

Obstructions or increases may only be permitted if amendments are made to this article, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with section 16-221.

- (1) In AE zones with a mapped floodway, no obstructions or increases shall be permitted unless the applicant receives a conditional letter of map revision from FEMA and amendments are made to this article, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with section 16-221. Any such alterations must be reviewed and approved by FEMA and the DNR.
- (2) In A zones, increases equal to or greater than 1.0 foot may only be permitted if the applicant receives a conditional letter of map revision from FEMA and amendments are made to this article, the official floodplain maps, floodway lines, and water surface profiles, in accordance with section 16-221.

(Ord. No. 13-06, § 23.8.0)

Sec. 16-221. Events requiring amendment of article and letter of map change.

The governing body shall change or supplement the floodplain zoning district boundaries and this article in the manner outlined in section 16-222. Actions which require an amendment to this article or submittal of a letter of map change (LOMC) include, but are not limited to, the following:

- (1) Any fill or floodway encroachment that obstructs flow causing any increase in the regional flood height;
- (2) Any change to the floodplain boundaries and/or watercourse alterations on the FIRM;
- (3) Any changes to any other officially adopted floodplain maps listed in section 16-23(b)(2);
- (4) Any floodplain fill which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain;
- (5) Correction of discrepancies between the water surface profiles and floodplain maps;
- (6) Any upgrade to a floodplain zoning ordinance text required by Wis. Admin. Code § NR 116.05, or otherwise required by law, or for changes by the municipality; and
- (7) All channel relocations and changes to the maps to alter floodway lines or to remove an area from the floodway or the flood fringe that is based on a base flood elevation from a FIRM requires prior approval by FEMA.

(Ord. No. 13-06, § 23.8.1)

Sec. 16-222. Procedures.

Article amendments may be made upon petition of any party according to the provisions of Wis. Stats. § 62.23 for cities and villages, or Wis. Stats. § 59.69 for counties. The petitions

shall include all data required by sections 16-149 and 16-193(b). The land use permit shall not be issued until a letter of map revision is issued by FEMA for the proposed changes.

- (1) The proposed amendment shall be referred to the zoning agency for a public hearing and recommendation to the governing body. The amendment and notice of public hearing shall be submitted to the department regional office for review prior to the hearing. The amendment procedure shall comply with the provisions of Wis. Stats. § 62.23 for cities and villages or Wis. Stats. § 59.69 for counties.
- (2) No amendments shall become effective until reviewed and approved by the department.
- (3) All persons petitioning for a map amendment that obstructs flow causing any increase in the regional flood height shall obtain flooding easements or other appropriate legal arrangements from all adversely affected property owners and notify local units of government before the amendment can be approved by the governing body.

(Ord. No. 13-06, § 23.8.2)

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

All other provisions of Chapter 16 of the Village Code of Ordinances Regarding Courts remain in full force and effect.

The Village Clerk and Village Attorney are hereby authorized and directed to make all changes within the Village Code of Ordinances necessary to reflect this Ordinance.

Introduced by:_____

Seconded by:_____

Vote: _____aye _____nay

Passed and approved_____

VILLAGE OF JACKSON

By:_____

Michael E. Schwab, Village President

Attest:

Jilline S. Dobratz, Village Clerk

Proof of Posting:

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

Village Official

Date



Taking the lead in Washington County.

MEMO

TO: Mike Schwab, Village President; Board of Trustees

FROM: Jen Keller, Village Administrator

RE: Offer to Purchase Property at N168 W20733 Main Street

DATE: December 10, 2021

Mr. Andrew Rein will appear before the Village Board on December 14, 2021 to discuss proposed site use and/or changes on the property currently for sale by the Village, located at N168 W20733 Main Street. Mr. Rein has been requested to provide an aerial visual of the property including details of how he intends to use the entire parcel. The Village Board will be able to discuss the details of any visual aids provided at the meeting and questions the Board may have regarding current business operations that may continue on the site. At the time this memo was authored, no property site plans had been provided by Mr. Rein.

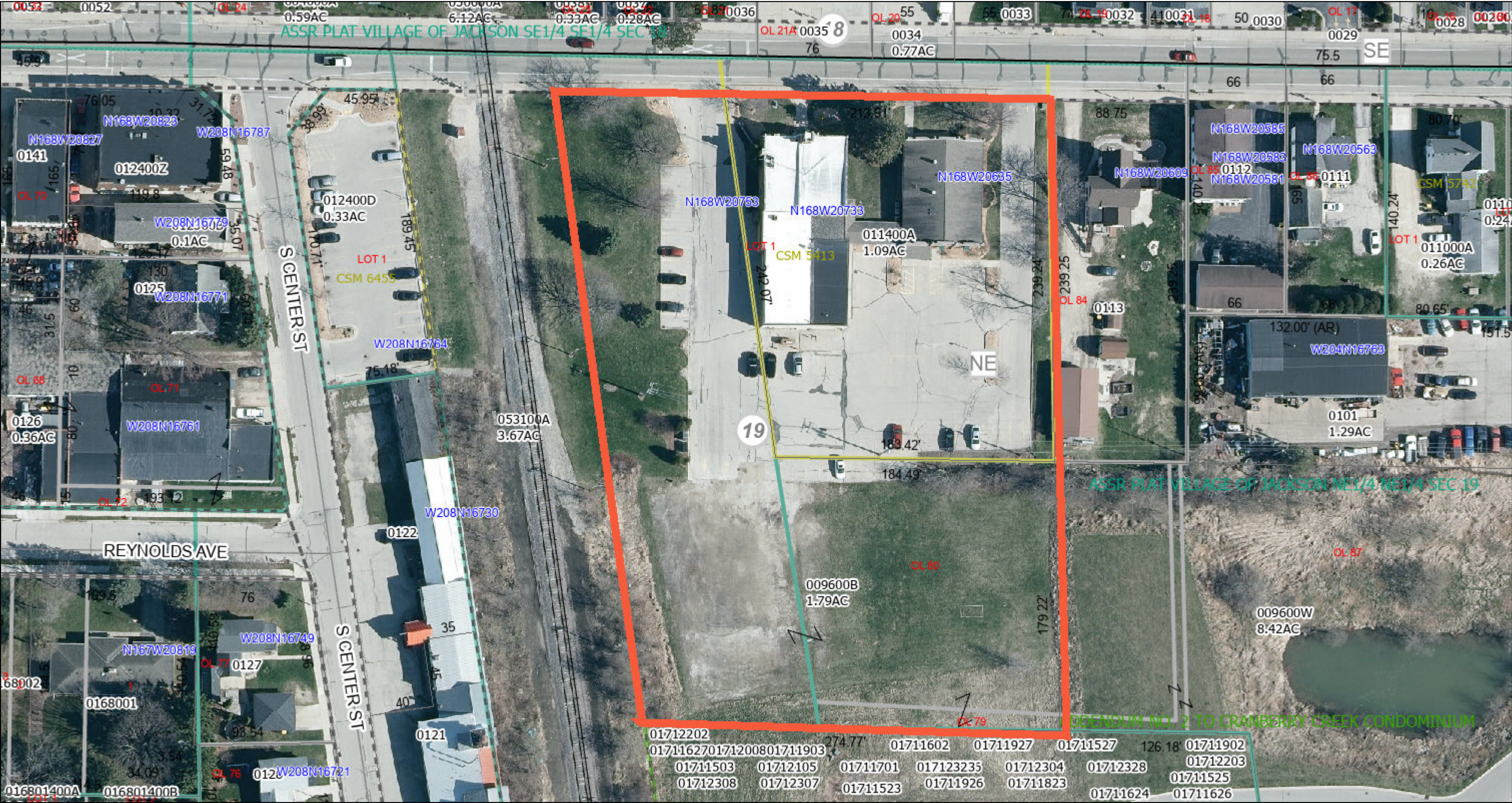
/JK

N168 W19851
Main Street
Jackson, WI 53037
Phone: 262-677-9001
Fax: 262-677-1710

Mailing Address:
P.O. Box 637

www.villageofjackson.com

Washington County, Wisconsin



11/30/2021, 9:52:42 AM

1:765

Areas	Road Centerline STH, CTH	Subdivision Name	Local Road Labels	Plat	PLSS Section
Override 1	On/Off Ramp	Condominium Name	Township Road	Unknown	0
Current Parcel	State Highway	Certified Survey Number	City/Village Street	Certified Survey Map	0.0075
Railroad Centerlines	County Highway	Lot Number	Private Street	Condominium	0.015
Road Centerline I, USH	Address Point	Landhook	Municipality	Assessor Plat; Cemetery Plat; Subdivision	0.03
Interstate Highway, I-41	Parcel Taxkey & Acreage	Meander Line	Retired Parcel	Lot	0.06
US Highway, FOND DU LAC AV; US Highway, HY 45	Leader Lines	PLSS Monument	Right-of-Way	PLSS Quarter	0.06 km



VILLAGE OF JACKSON HOUSING ANALYSIS

December 2, 2021

Prepared by:
**VANDEWALLE &
ASSOCIATES INC.**
Shaping places, shaping change



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Introduction

The purpose of this report is to provide the Village of Jackson with an understanding of the existing housing situation within the community and to provide context within the regional housing market. It combines an in-depth data analysis, local stakeholder insight, and best practices to identify options for the Village to consider a range of housing options on the Spruce Street property.

This report was developed for the Village of Jackson with assistance from Vandewalle & Associates. It aims to build on existing reports, plans, documents, and data analysis already completed to provide an updated picture of the existing housing situation in the community.

Vandewalle & Associates is a Wisconsin-based planning, economic development, and implementation firm. Working for both the private and public sectors. The firm has assisted communities throughout the state and across the Midwest in long-range planning, redevelopment, corridor and neighborhood planning, and neighborhood design for over 40 years.

Spruce Street Area: Preliminary Site Analysis

- **Size:** 20.5 acres
- **Stormwater:** Stormwater water drains from southwest to northeast on the property.
- **Utilities:** There is a wide easement for a natural gas pipeline that runs north-to-south on the eastern side of the property. Streets can be developed over the easement, but homes should not be located there.
- **Woodland:** The wooded area on the southwest site of the site does not appear to be old growth or contain especially high quality species.
- **Connectivity:** The natural gas easement that continues south of the subject property should be used for pedestrian access to Hickory Lane and Hickory Lane Park.
- **Surrounding land uses:** multi-family to the west, single family to the south, undeveloped land and duplexes to the east, and the new Village municipal complex to the north

Village Housing Goals and Next Steps

Vandewalle & Associates prepared three potential housing development concepts for the Spruce Street property. Each option varied in number and types of housing units. The three development options are included in Appendix of this document. At the October 12, 2021 Village Board meeting, the Board reviewed and discussed the three options. No single concept was selected at the meeting, but several housing goals were confirmed:

- The Village should create affordable homeownership opportunities in the Spruce Street area.
- Recognizing that different demographic groups such as seniors, single-person households, and young families with children have different housing needs, the Village should provide a mix of housing types and formats.
- The Spruce Street area should include a mix of housing types and formats, such as diverse single family options (ranch, smaller lots, etc.), duplexes, alley-loaded duplexes, townhomes, and alley-loaded townhomes. Pursue condo forms of ownership to support owner-occupied housing.
- The Village should advance plans to provide affordable homeownership opportunities in the Spruce Street area this year. Ideally, a Request for Proposals (RFP) to find a suitable developer should occur as soon as practical in order to be ready for the 2022 or 2023 building season.
- The Village will explore partnership opportunities with Washington County.

Demographic and Housing Analysis

Population and Age

Note: The 2020 Census figure and other Census data used in this report do not reflect the annexation that occurred in 2021.

According to the 2020 Decennial Census, the Village's 2020 population was 7,185. The Village's population grew 11% in the last decade and grew 31% in the 2010s. The Village is growing at a faster rate than the County, which grew by 5%, and the State, which grew by 4.5%, over the last decade.

Figure 1: Population Trends

	2000	2010	2019	2020
Village of Jackson	4,938	6,474	7,081	7,185
Washington County	117,496	130,206	134,925	136,761
State of Wisconsin	5,363,675	5,637,947	5,790,716	5,893,718

Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates and 2000, 2010, 2020 Census.

Median age is increasing in Jackson, which matches longstanding trends experienced nationally as the Baby Boomer population ages. This is seen in Washington County and the state as well. As compared to the County and the state, the Village of Jackson has a notably high portion of its population over age 65. Relatedly, the percentage of the population under 18 is decreasing and the percentage over 65 is increasing. This indicates a growing need for senior housing and continuum of care options in the Village. This need is expected to continue indefinitely, even if the Village and County are successful in efforts attract younger residents.

Figure 2: Age Comparison

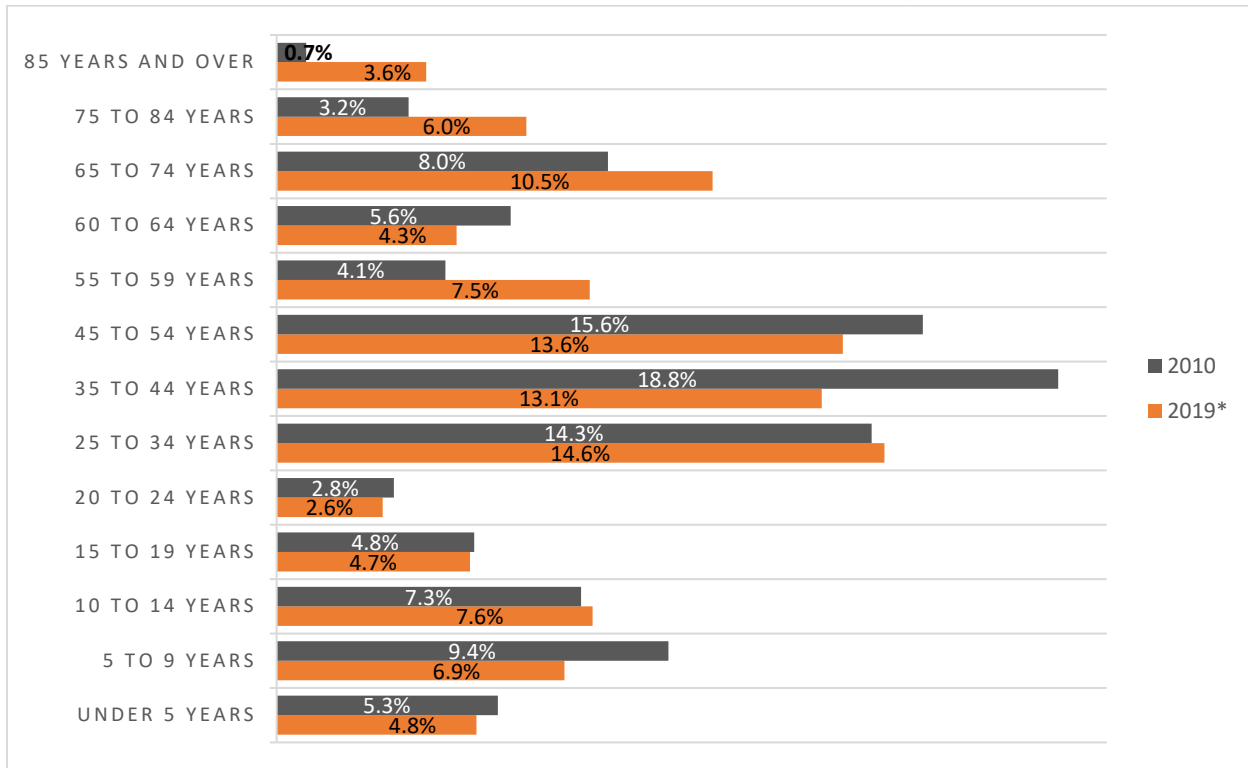
	Median Age		Percent Under 18		Percent Over 65	
	2010	2019	2010	2019	2010	2019
Village of Jackson	39.2	43.1	25.3	23.1	11.9	20.1
Washington County	40.0	43.2	25.0	22.2	12.9	17.5
State of Wisconsin	38.1	39.5	23.8	22.1	13.4	16.5

Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates and 2000-2010 Census.

Looking at growth trends by age group, Figure 3 shows that there has been declines in the population aged 44-54, increases in most of the older age groups, and little change or modest declines in the age groups 19 and under. This could reflect the national trend of families having fewer children but could also suggest a lack of housing available for young families.

Village of Jackson Housing Analysis

Figure 3: Population by Age Group, 2010-2019, Village of Jackson



Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates and 2010 Census.

Housing Units

According to the US Census, the Village added approximately 624 housing units in the last decade, which reflects a ten-year growth rate of 23%. Washington County added 4,366 housing units in the last decade, which reflects a ten-year growth rate of 8%. As stated previously, these figures do not reflect the 2021 annexation.

Figure 4: Housing Unit Trends

	Total Housing Units		
	2000	2010	2020
Village of Jackson	2,011	2,676	3,300
Washington County	45,808	53,945	58,311
Wisconsin	2,321,144	2,593,073	2,727,726

Source: U.S. Census Bureau, 2000, 2010, and 2020 Census

The Village's record show that in 2020, an estimated 40.5% of housing units in the Village were single family dwelling units, 14.1% were two family or duplex units, and 44.8% were multi-family units (4+ units per building). This reflects only a slight shift since 2010, when the housing mix was estimated to be 41.1% single family, 14.6% two family or duplex, and 44% multi-family. A table showing types and numbers of housing units approved by year is provided in the Appendix of this document.

As seen in Figure 5, the percentage of housing that was owner-occupied decreased from 77.6% in 2010 to 68.1% in 2019. This may reflect recent development that occurred in the past decade.

A major determinant in housing demand is the average household size and the incidence of single-person households. This determines how many housing units are needed for a given population. For example, if an imaginary city with a population of 20 people is made up of 10 households with 2 people in each household, then that city needs 5 housing units. However, if that city's average household size was instead 1.5 persons per household, then the city would need 14 housing units to serve the same 20 people.

The Village's rate of single person households as increased significantly from 27.1% in 2010 to 33.9% in 2019. This indicates a growing need for more housing units beyond just those needed due to simple population growth. It also indicates a need for smaller housing units suitable for single person households. The average household size in Jackson was 2.35 in 2010 and was estimated to be 2.39 in 2019.

Figure 5: Household Characteristics Comparison

	Percent Owner-Occupied Households		Percent Single-Person Households	
	2010	2019	2010	2019
Village of Jackson	77.6%	68.1%	27.1%	33.9
Washington County	78.2%	77.5%	22.5%	25.1
State of Wisconsin	69.5%	67.0%	28.2%	29.5

Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates and 2010 Census.

Housing Costs and Affordability

Housing costs and housing affordability have become major issues nationally and throughout the state, and Washington County is no exception. According to the *Washington County Housing Report, 2021*, significant portions of the residents in Washington County are cost burdened, spending greater than 30% and, in many cases, greater than 50% of their household budget on housing costs. That report found that households earning 50% of the median income or below are the most cost-burdened group in the County. The report also examined wage rates in the County and noted that many households do not earn enough to save for a down payment and purchase a home.

Figure 6 presents housing cost information for the Village of Jackson, Washington County, and Wisconsin. Median gross rent in the Village of Jackson was estimated to be \$1,000 per month in 2019, which increased by nearly 32% since 2010. During the same period, median household income only increased by 21.7%, indicating an increasing mismatch between rental housing costs and income. Median costs for owner-occupied housing with a mortgage was estimated to be \$1,639 per month and were relatively flat during the same period.

The median value of owner-occupied homes in Jackson in 2019 is similar to as in 2010, although a close examination of the data reveals a dip and rebound of median housing values in the intervening years.

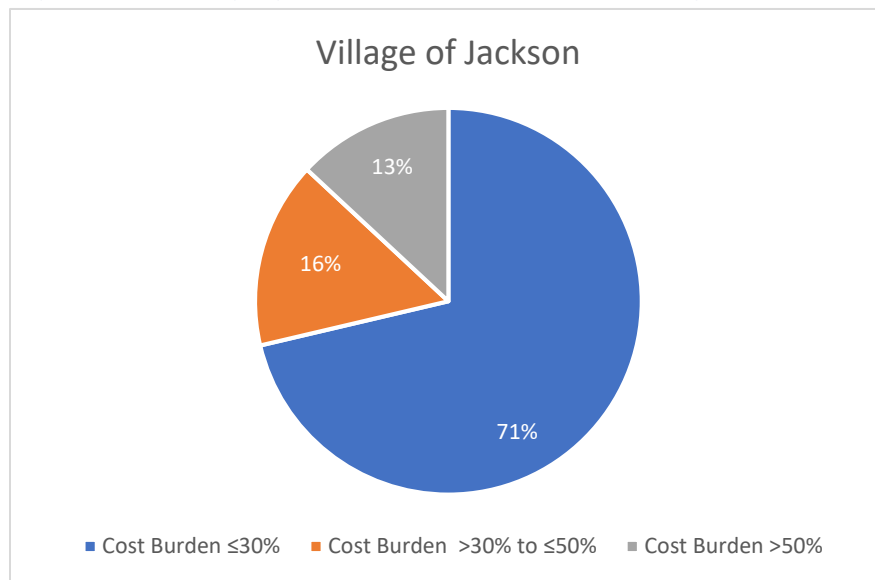
Figure 6: Monthly Housing Costs and Values

	Median Gross Rent		Median Monthly Owner-Occupied Costs (with a mortgage)		Median Value of Owner-Occupied Units	
	2010	2019	2010	2019	2010	2019
Village of Jackson	\$758	\$1,000	\$1,609	\$1,639	\$206,200	\$209,800
Washington County	\$770	\$908	\$1,679	\$1,638	\$228,000	\$236,200
State of Wisconsin	\$713	\$856	\$1,433	\$1,430	169,000	180,600

Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates and 2010 Census.

A common measure of housing affordability is the percent of monthly household income that is spent on housing costs. Households who spend 30% or more of their income on housing are described as “cost burdened.” Spending more on housing means that households have fewer funds available for immediate necessities and reduced ability to save for the future. This is an important factor that could impact a household’s ability to save for a down payment on a house. According to 2020 CHAS data, an estimated 29% of Village residents are cost burdened, amounting to about 790 households. About 16% of residents spend 30-50% of their monthly household income on housing, while 13% spend more than 50% of their income on housing.

Figure 7: Percentage of Total Households That Are Housing Cost Burdened



Source: U.S. HUD 2020 CHAS data calculated using ACS 2013-17

According to the *Washington County Housing Report*, the affordable *rental* housing gap in Jackson is 100 units, and the affordable *owner-occupied* housing gap is 215 units. This is based on the number of households estimated to be “extremely cost burdened,” or those whose gross housing costs exceed 50% of their monthly income.

Another way to measure housing affordability is to compare household incomes to those within the region, often using county median incomes. The median household income in Washington County was estimated to be \$77,663 in 2019. (In Jackson, median household income is somewhat lower, at \$70,974.)

Figure 8: Income Comparison

	Median Household Income		Per Capita Income	
	2010	2019	2010	2019
Village of Jackson	\$58,311	\$70,974	\$28,435	\$37,757
Washington County	\$64,434	\$77,663	\$30,580	\$39,055
State of Wisconsin	\$51,598	\$61,747	\$26,624	\$33,375

**Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates and 2010 Census*

In Jackson, approximately 1,401 households earn \$75,000 or more per year, which is roughly equivalent to earning the County median income or higher. However, approximately 1,558 households earn less than \$75,000 per year. A more detailed breakdown by income level is provided in the figure below.

Figure 9: Household Income in the Past 12 Months (In 2019 Inflation-Adjusted Dollars)

	Number of Households	Percent of Households
Less than \$10,000	71	2.4%
\$10,000 to \$14,999	36	1.2%
\$15,000 to \$24,999	249	8.4%
\$25,000 to \$34,999	326	11.0%
\$35,000 to \$49,999	335	11.3%
\$50,000 to \$74,999	542	18.3%
\$75,000 to \$99,999	509	17.2%
\$100,000 to \$149,999	604	20.4%
\$150,000 to \$199,999	172	5.8%
\$200,000 or more	116	3.9%
Total	2,959	100%

Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates

Figure 10 includes estimated affordable home prices based on percent of County median income. Affordable homes prices assume a 30-year mortgage at 3% interest rate with a \$20,000 down payment. Monthly payments include principal, interest, taxes and insurance costs. **A household earning the County median income of \$77,663 could afford up to \$1,812 in monthly housing costs – including principal, interest, taxes, and insurance. A house valued at approximately \$270,496 or less would be considered affordable to that household.**

The affordable home prices are out of line with the current housing market. According to realtor.com, in August 2021, the median list price of homes in Jackson was \$271,000, trending up 15.3% year-over-year. The median listing price was \$154 per square foot. **The median sale price was \$325,000.** As seen in the table below, this is clearly out of reach for households earning County median income or less. In fact, even households earning 120% of County median income could likely not afford a home at that price point. This is very concerning for owner-occupied affordability in Jackson. Additionally, new home construction is becoming increasingly expensive, and developers are struggling to build new homes that sell for \$300,000 or less.¹ This makes it very challenging for Jackson to grow its inventory of homes that are affordable to households earning the County median income or less.

Figure 10: Estimated Affordable Home Price by Income

Percent of County Median Household Income	Annual Household Income	Est. Affordable Home Cost ¹	Est. Monthly Payment ²
150%	\$116,495	\$399,020	\$2,718
120%	\$93,196	\$321,960	\$2,175
100% (County Median)	\$77,663	\$270,496	\$1,812
80%	\$62,130	\$219,069	\$1,450
60%	\$46,598	\$167,573	\$1,087
50%	\$38,832	\$141,932	\$903
30%	\$23,299	\$97,176	\$591

1. Source: UW Credit Union Mortgage Qualifier Calculator. Assumes 30-year mortgage, 3% interest rate, and \$20,000 down payment. <https://secure.uwcu.org/secure/Calculators/Calculators/MortgageQualifier.aspx?ad=home>

2. Includes total monthly payment, including principal, interest, taxes and insurance.

The \$20,000 down payment used in the calculations above is, in most cases, less than the minimum 20% down payment preferred by some lenders. The inability to save for a down payment can be a significant barrier to homeownership, particularly in this era of high home values. For example, a 10% down payment on a \$209,800 home (2019 median value) in Jackson would be \$20,980, while a 20% down payment would be \$41,960. Many first-time homebuyers are eligible for programs that allow down payments as low as 5%, but even that figure can still be significant in the current housing market.

Figure 11 estimates the number of owner-occupied homes at different price points in Jackson, based on American Community Survey data collected between 2015 and 2019. These do not reflect the current housing market, but provide a sense of the diversity of values in Jackson. If these homes were to go on the market today, their sales prices would likely be much higher. As stated above, the median sales price for a single family home in August 2021 was \$325,000. This is 55% higher than the median home value of \$209,800 estimated in 2019 (Figure 6). While the housing market is likely to settle down in the coming months, this points to the increasing unaffordability of housing at this time. In Figure 11, there were an estimated 534 owner-occupied housing units that valued between \$100,000 and \$200,000 in 2019, which would generally be affordable to households earning 60% of County median income or lower. However, in the 2021 housing market, even these homes would likely be out of reach for these households.

¹ "A Fox Valley builder provides affordable housing. It's not easy." Wisconsin Watch. September 14, 2021. https://wisconsinwatch.org/2021/09/a-fox-valley-builder-provides-affordable-housing-its-not-easy/?fbclid=IwAR0_2SkSi_mkrqx4TEwrINx7bRDVZ_xkMi1v8RSbZDWM7yqlmq1W1apuFY

Figure 11: Number of Owner-Occupied Units by Housing Unit Value, 2019

Value	Number of Owner-Occupied Units
Less than \$50,000	301
\$50,000 to \$99,999	66
\$100,000 to \$149,999	101
\$150,000 to \$199,999	433
\$200,000 to \$299,999	887
\$300,000 to \$499,999	183
\$500,000 to \$999,999	33
\$1,000,000 or more	14
Total	2,018

Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates

Finally, an estimated 13.5% of Jackson’s population has a disability. In most communities, there is an unmet demand for housing that is suitable for people with disabilities. Because housing needs may vary greatly across different individuals and abilities, more homes with universal design features may be desirable. Universal design is an approach in which homes (and other environments) are useable and accessible to all people, regardless of age, size, or ability. As universal design works for everyone, it is a flexible approach. A home with universal design could be suitable for most people as their needs change over time and could be appealing to a wide range of households.



SITE BOUNDARY

A

VILLAGE OF JACKSON RESIDENTIAL UNITS THROUGH 2020

Village of Jackson
Total Residential Units

Year	Type of Residential Buildings																						Total Buildings	Total Residential Units
	Single Family		Two Family		Four Family		Six Family		Eight Family		Ten Family		Twelve Family		Sixteen Family		Thirty-six Family		Mobile Home		Other			
	Bldgs	Units	Bldgs	Units	Bldgs	Units	Bldgs	Units	Bldgs	Units	Bldgs	Units	Bldgs	Units	Bldgs	Units	Bldgs	Units	Bldgs	Units	Bldgs	Units		
1995	589	589	76	152	14	56	5	30	20	160	2	20	11	132	2	32	0	0	357	357	0	0	1076	1528
1996	44	44	6	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	9	0	0	78	65
1997	75	75	8	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	3	0	0	86	94
1998	88	88	8	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	4	0	0	100	108
1999	51	51	18	36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	70	88
2000	51	51	18	36	0	0	0	0	2	16	0	0	0	0	0	0	0	0	1	1	0	0	72	104
2001	56	56	14	28	1	4	0	0	2	16	0	0	0	0	0	0	0	0	0	0	0	0	73	104
2002	48	48	11	21	0	0	0	0	2	16	0	0	0	0	0	0	0	0	0	0	0	0	61	85
2003	58	58	8	16	0	0	0	0	3	23	0	0	0	0	0	0	0	0	2	2	0	0	71	99
2004	33	33	13	25	3	11	0	0	2	17	0	0	0	0	0	0	0	0	0	0	0	0	51	86
2005	26	26	13	24	1	4	0	0	5	24	0	0	0	0	0	0	0	0	0	0	0	0	45	78
2006	6	6	11	22	10	40	1	6	4	32	0	0	0	0	2	32	0	0	0	0	2	81	36	219
2007	29	29	5	10	0	0	0	0	3	24	0	0	0	0	2	32	1	3	0	0	0	0	40	98
2008	7	7	1	2	0	0	0	0	3	24	0	0	1	12	0	0	0	12	0	0	0	0	12	57
2009	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	0	0	0	0	5	17
2010	11	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	11	13
2011	14	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	14	15
2012	7	7	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	8
2013	23	23	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25	27
2014	20	20	2	4	0	0	0	0	0	0	0	0	1	12	0	0	0	0	0	0	0	0	23	56
2015	18	18	1	2	0	0	0	0	0	0	0	0	2	24	0	0	0	0	0	0	0	0	21	44
2016	15	15	3	6	2	8	0	0	0	0	0	0	3	36	0	0	0	0	0	0	0	0	23	65
2017	15	15	3	6	0	0	0	0	0	0	0	0	1	12	0	0	0	0	0	0	0	0	19	33
2018	5	5	3	6	0	0	0	0	1	8	0	0	1	12	0	0	0	0	0	0	0	0	10	31
2019	3	3	5	10	0	0	0	0	0	0	0	0	7	84	0	0	0	0	0	0	0	0	15	97
2020	10	10	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	12
Totals	1,307	1,307	229	457	31	123	6	36	47	360	2	20	27	324	6	96	1	30	377	377	2	81	2,055	3,231
Unit %		40.5%		14.1%		3.8%		1.1%		11.1%		0.6%		10.0%		3.0%		0.9%		11.7%		2.5%	99.38%	

Unit Breakdown, 2020	Single Family	Two Family	Multi-Family
	40.5%	14.1%	44.8%



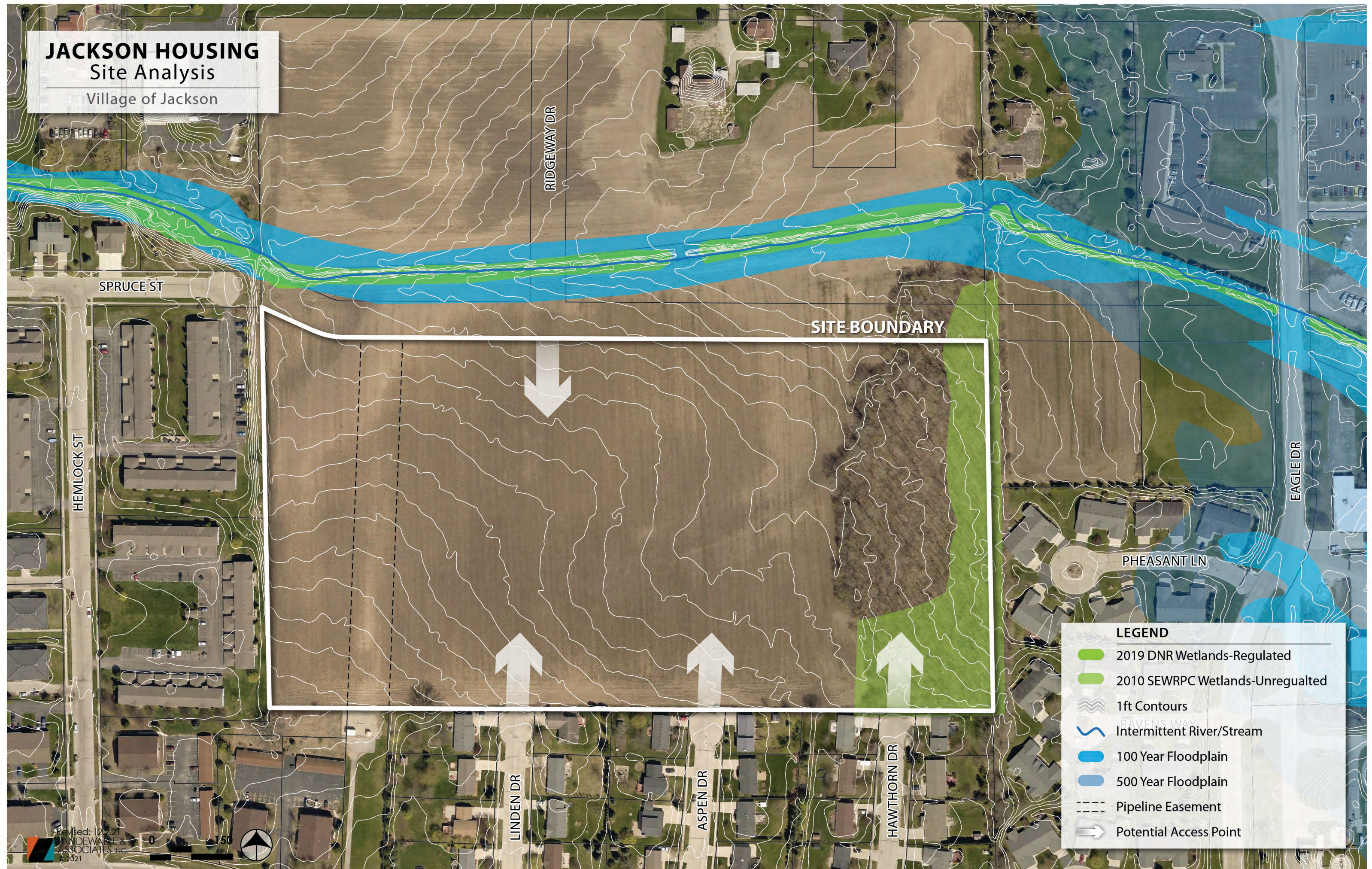
B

DEVELOPMENT CONCEPTS SPRUCE STREET AREA

JACKSON HOUSING

Site Analysis

Village of Jackson



JACKSON HOUSING

Option A
Single Family

Village of Jackson

LEGEND

TYPE	UNITS
 SINGLE FAMILY	40
 SINGLE FAMILY (ALLEY~50')	14
 SINGLE FAMILY (ALLEY~40')	29
TOTAL	83



JACKSON HOUSING

Option B

Single Family, Duplex, Townhome

Village of Jackson

LEGEND		
TYPE		UNITS
SINGLE FAMILY		27
DUPLEX		16
DUPLEX (ALLEY)		42
TOWNHOMES (ALLEY)		14
TOTAL		99



JACKSON HOUSING

Option C

Single Family, Duplex, Townhome

Village of Jackson

LEGEND		
TYPE		UNITS
 SINGLE FAMILY		15
 SINGLE FAMILY (ALLEY)		35
 DUPLEX (ALLEY)		22
 TOWNHOMES (ALLEY)		34
TOTAL		106



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PRESENTATION OF POLICY QUESTIONS MEMO FOR VILLAGE BOARD



Date: October 8, 2021

To: Village of Jackson

From: Scott Harrington, AICP, and Jackie Mich, AICP

Re: Housing Analysis

Vandewalle & Associates has prepared three residential development options for development the 20-acre Spruce Street property. All three options include stormwater retention in the northeast corner of the site, provide a green buffer along the east and west sides adjacent to existing residential, extend Linden and Aspen Streets northward into the new neighborhood, preserve some of the existing wooded area, and include a boulevard over the natural gas pipeline. Since it was preferable to avoid developing over the natural gas easement, the design makes the undeveloped area into a gateway feature. The three options include:

- **Option A** - Approx. single family units of varying size lots, including alley-loaded homes. Due to the smaller lot sizes, alley-loaded homes allow us to use the land more efficiently than conventional single family development and offer more attainable price points.
- **Option B** - Approx. 99 housing units including a mix of single family, duplexes, and townhomes.
- **Option C** - Approx. 106 housing units including a mix of single family, duplexes, and townhomes, but weighted more toward townhomes

We have also prepared an analysis of the current demographic and housing situation in Jackson, based on the latest available data. Key housing needs include the following:

- About 29% of Jackson residents are “housing cost-burdened,” meaning they spend more than 30% of their monthly income on housing costs. Spending more on housing means that households have fewer funds available for immediate necessities and reduced ability to save for the future.
- Costs of construction, labor, and materials continue to rise and is pushing homeownership out of reach for households earning less than the median income.
- Rising rents and housing values, with median rent rising at a much faster rate than median income.
- As noted by the County Executive, family-sustaining jobs in Washington County do not enable a family to save for a down payment for a home, nor are new multi-family units affordable to young families.
- Increasing need for senior-friendly housing to serve aging population

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www.vandewalle.com

Shaping places, shaping change

Policy Decisions: The Village needs to decide what its goals and priorities are for the Spruce Street parcel. Some possible goals include:

Providing affordable homeownership opportunities

- Providing affordable rental opportunities
- Maximizing taxable value of development
- Providing housing types and formats currently needed
- Serving specific demographic groups such as seniors, young families with children, etc.
- Maximizing sale price of the land

Some of these goals naturally work together, while some may be at odds with one another. Each residential development option (A B, C) will have different levels of success in meeting these goals.

Development Costs: Total costs to develop the land include development of public streets and boulevard (including asphalt, curb, sidewalk, terrace turf, trees, lights), alley, water mains, sanitary sewer and storm sewer. Estimated costs range from \$3-4 million for Option A and \$4-5 million for Options B and C.

Development Revenues: Revenues were determined by estimating assessed values for each housing unit under each option and multiplying by the Village's tax rate. Estimated tax annual tax revenue at build out for each option:

Development Option	Estimated Value at Buildout	Estimated Annual Tax Revenue at Buildout
Option A	\$27,250,000	\$538,371
Option B	\$28,690,000	\$566,821
Option C	\$31,065,000	\$613,743

Next Steps:

Assuming that affordability is a goal, the Village first needs to determine what it is willing to do in order to contribute to making units more affordable. For example, the Village could buy down the land costs or infrastructure. An illustration of how that could work is provided below:

In very general terms, the cost to construct a new home is determined by approximately 25% lot/land costs and approximately 75% house/construction costs. In our experience, it is common for lot/land costs to be further broken down as follows: 50-60% land and fee costs, 20-25% utility costs, and 20% street costs. While the Village may not have a lot of control over construction, labor, and materials costs, it may be able to influence the costs that factor into the total cost of the lot/land. For example, eliminating land costs could bring the total sale price of a house down by 12-13%, making the homes more affordable. The Village could also explore reducing or eliminating fees.

Second, the Village should consider how it should proceed in terms of recruiting a developer to pursue the desired residential pattern. Options may include informal conversations with developers, issuing a request for proposals (RFP) for local developers, or issuing an RFP to both local and regional developers.

Housing Development

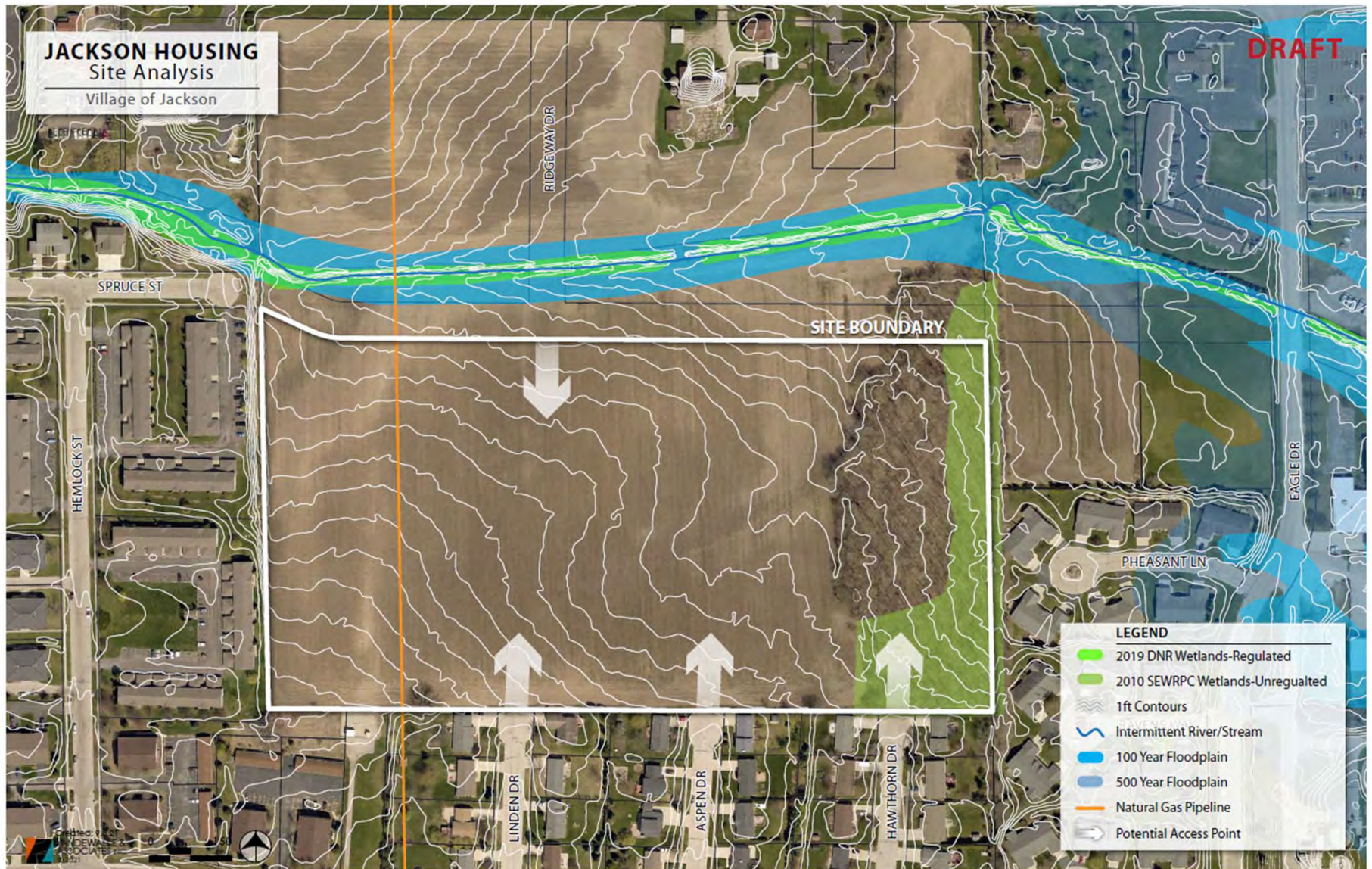
VILLAGE OF JACKSON

OCTOBER 12, 2021

JACKSON HOUSING Site Analysis

Village of Jackson

DRAFT



Key Housing Needs

- Increasing need for senior-friendly housing to serve aging population, disabled population, single-person households
 - 20.1% over 65 years old
 - 33.9% single-person households
 - 13.5% with a disability
- 29% of Jackson residents are “housing cost-burdened” (spend more than 30% of income on housing)

Key Housing Needs, continued

- Costs of construction, labor, and materials continue to rise
- Rising home values
- Rising rents, faster rate than median income
- Many family-sustaining jobs in Washington County do not enable a family to save for a down payment for a home
- Many new multi-family units not affordable to young families
- Difficulty in constructing new homes under \$300K

Estimated Affordable Home Prices

Percent of County Median Household Income	Annual Household Income	Est. Affordable Home Cost ¹	Est. Monthly Payment ²	20% Down Payment
150%	\$116,495	\$399,020	\$2,718	\$79,804
120%	\$93,196	\$321,960	\$2,175	\$64,392
100% (County Median)	\$77,663	\$270,496	\$1,812	\$54,099
80%	\$62,130	\$219,069	\$1,450	\$43,814
60%	\$46,598	\$167,573	\$1,087	\$33,515
50%	\$38,832	\$141,932	\$903	\$28,386
30%	\$23,299	\$97,176	\$591	\$19,435

Housing Values in Jackson

- Median Home Value (2019): \$209,800
- Median Sale Price (August 2021): \$325,000
- Homeownership becoming out of reach for households earning less than median income

Village's Goals

Potential Housing Development Goals

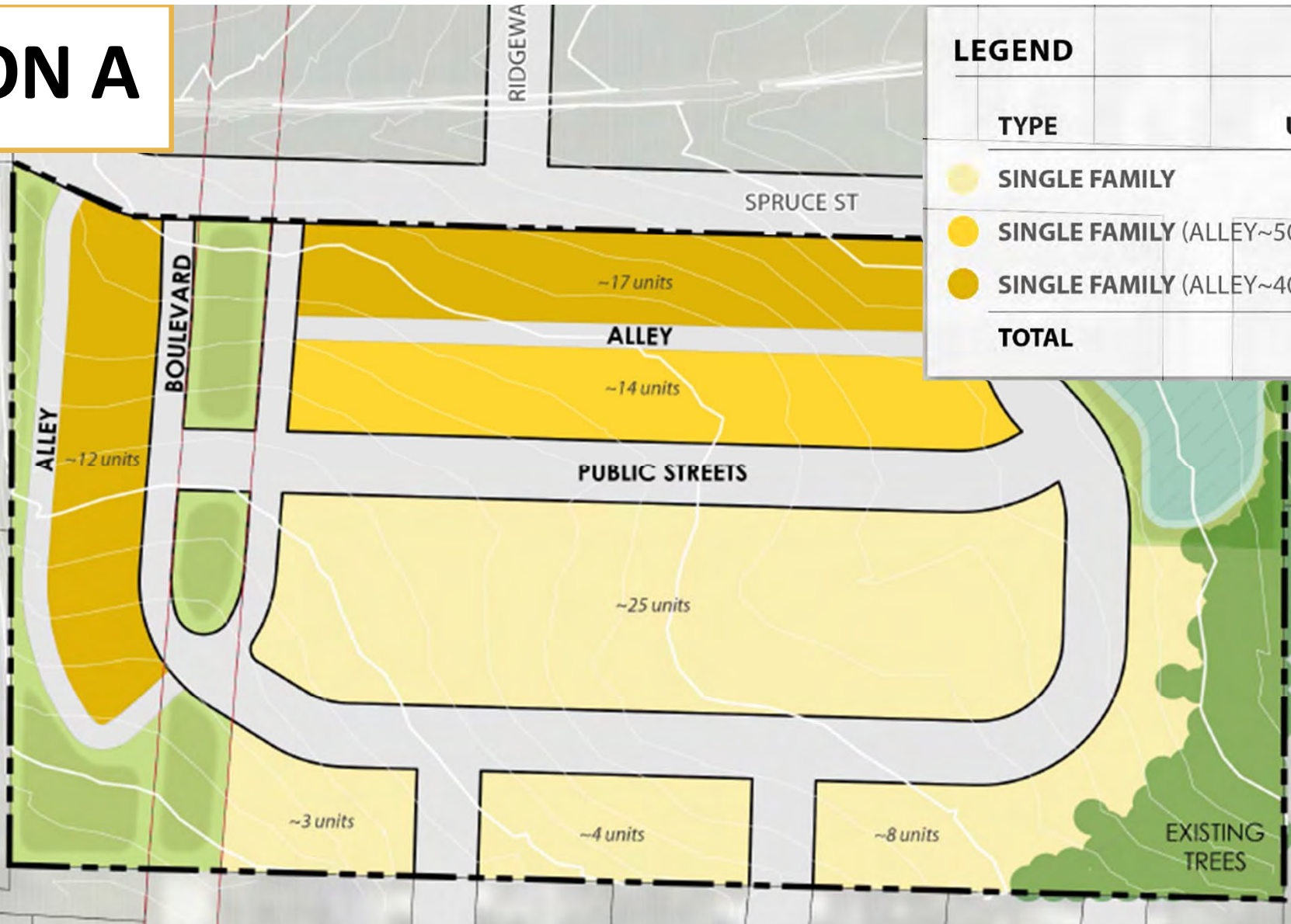
- Provide affordable *homeownership* opportunities
- Provide affordable *rental* opportunities
- Maximize taxable value of development on the site
- Provide needed housing types and formats
- Serve specific demographic groups such as seniors, young families with children, etc.
- Maximize sale price of the land

Development Concepts

SCHEMATIC YIELD PLANS

OPTION A

14
29
83

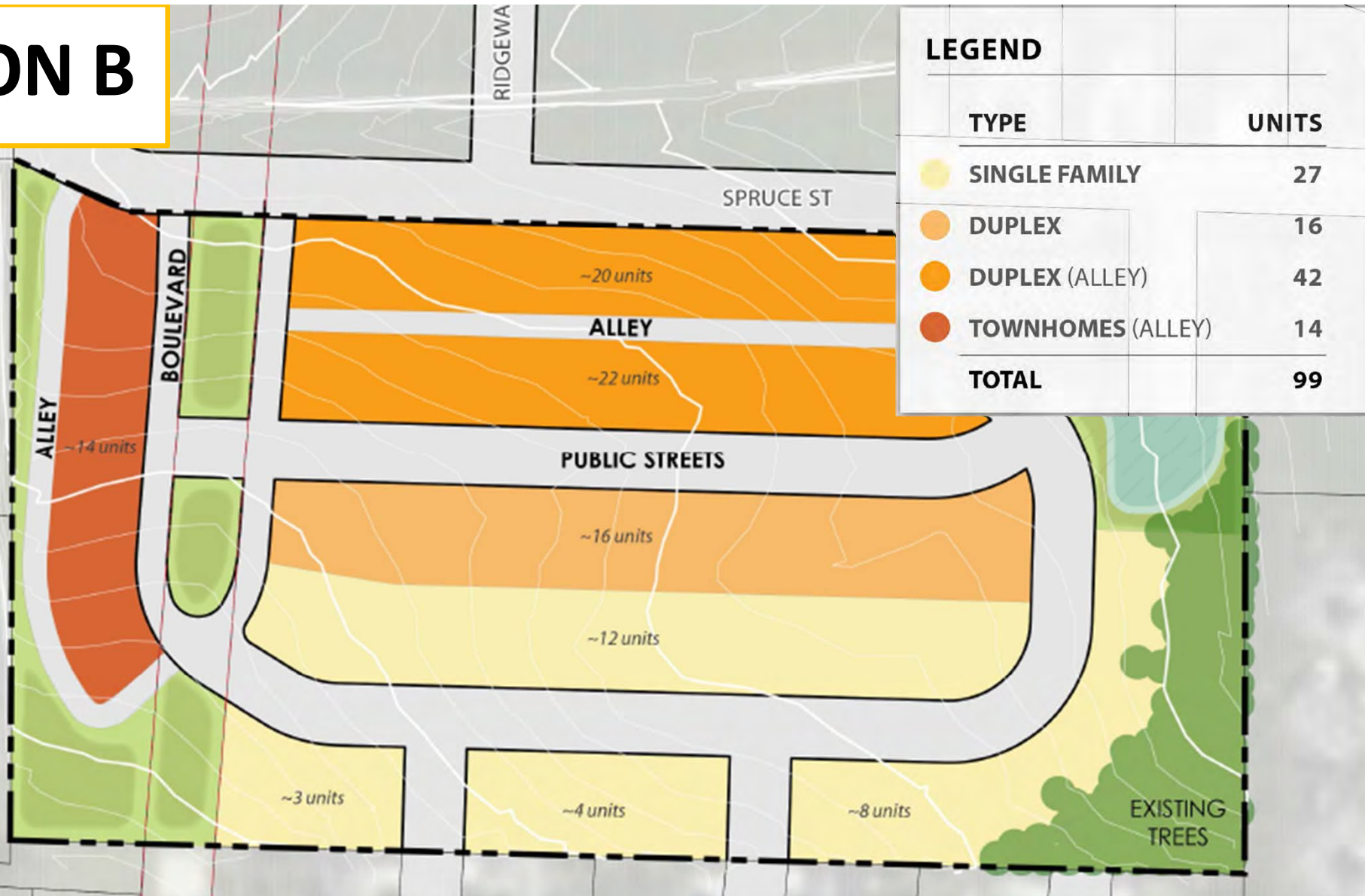


LEGEND

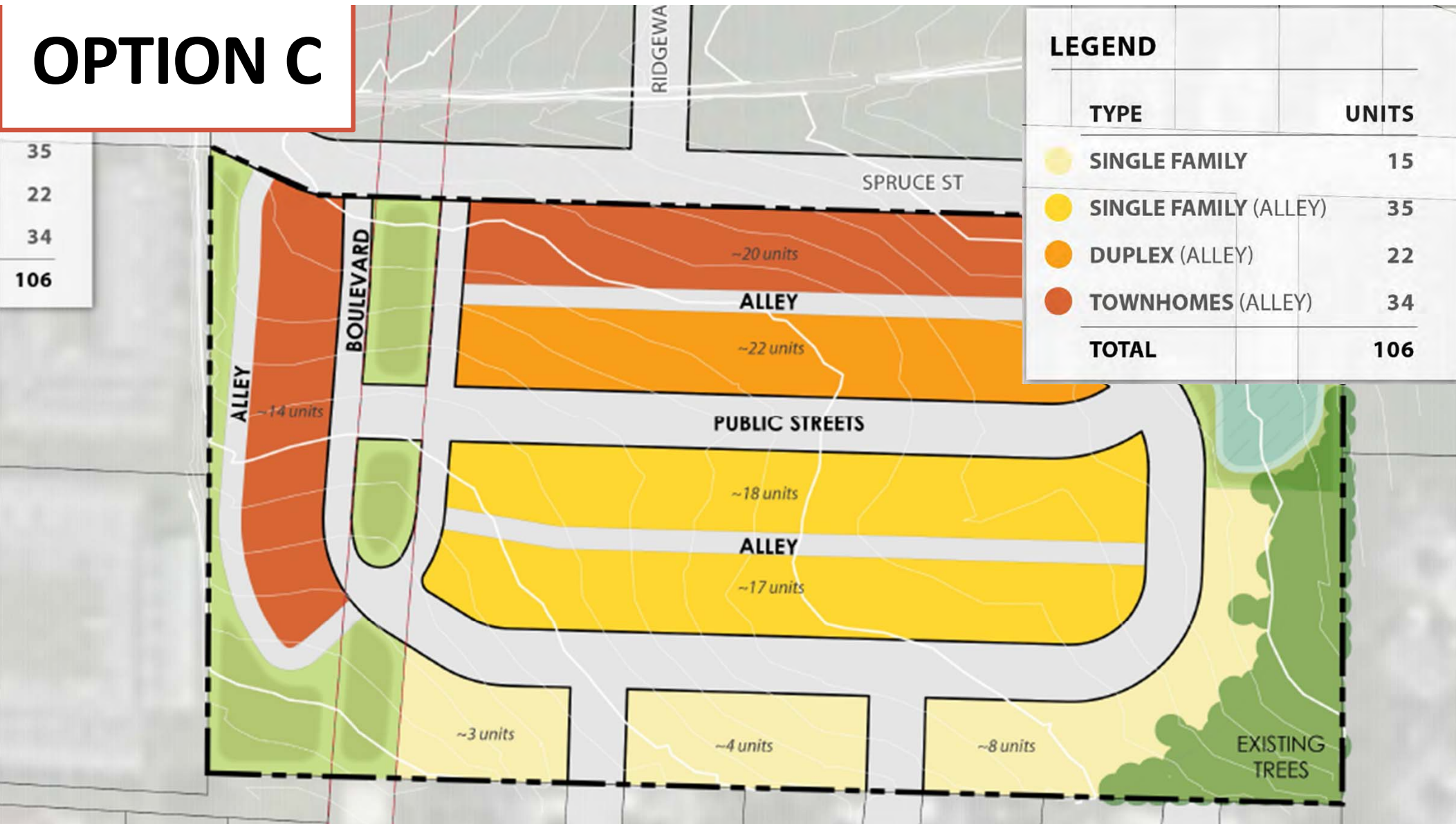
TYPE	UNITS
SINGLE FAMILY	40
SINGLE FAMILY (ALLEY~50')	14
SINGLE FAMILY (ALLEY~40')	29
TOTAL	83

OPTION B

16
42
14
99



OPTION C



Single Family – Various Formats



Duplexes



Townhomes



Development Costs & Revenues

COMPARING OPTIONS

Potential Development Costs

- Costs include public streets and boulevard (including asphalt, curb, sidewalk, terrace turf, trees, lights), alley, water mains, sanitary sewer and storm sewer.
- **Option A:** Estimated range of \$3-4 million
- **Options B & C:** Estimated range of \$4-5 million

Potential Development Revenues

Development Option	Estimated Value at Buildout	Estimated Annual Tax Revenue at Buildout
Option A	\$27,250,000	\$538,371
Option B	\$28,690,000	\$566,821
Option C	\$31,065,000	\$613,743

Supporting Affordability

- Informal conversations with developers
- Issuing a request for proposals (RFP) for local developers
- Issuing an RFP to both local and regional developers

Developer Recruitment

- Potential to buy down land costs or infrastructure costs
- Could bring costs down 12% or more

Memo

To: Jen Keller, Village Administrator
From: Brian W. Kober, P. E., Director of Public Works
Subject: Preliminary ICE Report for STH 60 (Main St) & Eagle Drive
Date: December 9, 2021
CC: Village Board

The Village of Jackson has hired SRF Consulting to complete an ICE (Intersection Control Evaluation) Report for the intersection of STH 60 (Main Street) & Eagle Drive. Page 3 of the report contains the “Summary Tables” which provides a good overall review of the report.

The next is the Village of Jackson reviews and approves the report to be submitted to WisDOT for review and approval. There is no financial obligation by the Village currently. The report is to determine what type of intersection WisDOT will approve.

If you have any questions, please let me know.

Brian W. Kober, P.E.

Project and Analyst Information:

Project ID:	N/A
Project Type:	Other
Location:	WIS 60 and Eagle Drive
	Village of Jackson, Washington County
	Washington County
	SE Region
Analyst:	Jeff Knudson, PE, PTOE and Matt Flanagan
Agency:	SRF Consulting
Date:	12/2/2021

Background Information:

Project Need:	There is anticipated need for capacity and safety improvements at the intersection.
Project Objective(s):	In reviewing operations analysis at WIS 60 and Eagle Drive, it was determined that the minor approaches currently experience failing LOS under existing two-way stop control conditions. This ICE analysis is being conducted to determine the best intersection control to potentially improve operations and safety.
Additional Information:	A Traffic Impact Analysis (TIA) was conducted for the Village of Jackson on June 9, 2020. This TIA projected significant development growth which will impact operations at the intersection of WIS 60 and Eagle Drive. The results of the recently completed TIA prompted this Phase II ICE Analysis. WisDOT has an ongoing design project (WIS 60 (Main Street) Resurfacing Project - County P to Eagle Drive). This project is scheduled for 2024 resurfacing. On this 1.85-mile segment of WIS 60, the current AADT ranges from 8,700 to 15,700 and is forecasted to grow to 9,900 to 17,800 by 2044. WIS 60 is a commercial and residential corridor with 17.3% trucks. Recent construction in summer of 2021 added new sidewalk and path on the southside of WIS 60. This includes new curb ramps at Eagle Drive.

Preliminary

12/02/2021 9:23:50 PM



PHASE II: ICE REPORT

Existing Crash Information:

Observed Crash History:

Years: 2015-2021 (note this includes crashes through Fall 2021)

Crash Type	Fatal	Injury A	Injury B	Injury C	KABC	PDO	Total
Angle	0	0	4	2	6	2	8
Rear-End	0	0	0	0	0	3	3
Sideswipe	0	0	0	0	0	1	1
Total	0	0	4	2	6	6	12

Fatal: Injury from crash which results in death

Injury A: Suspected Serious Injury

Injury B: Suspected Minor Injury

Injury C: Possible Injury

KABC: Fatal + Injury A + Injury B + Injury C

PDO: Property Damage Only/No apparent Injury

Total: Fatal + Injury A + Injury B + Injury C + PDO

Crash Trends:

Primary pattern involves angle crashes with motorists making left turns from Eagle Drive to WIS 60.

Three of the four type B crashes were angle crashes involving eastbound and southbound motorists.

Contributing Factors:

Two-Way Stop Controlled Intersections with delay may encourage motorists to lower their gap acceptance, which increases the probability of collisions.

Near the intersection of WIS 60 and Eagle Drive, WIS 60 has a change in posted speed limit. This intersection is near the location of the speed transition location, and this may contribute to crashes at this intersection by motorists unable to judge this transitional speed.



Additional Modes of Transportation:

Mode	Need? Yes/No	Nearby Generators and Existing Facilities	Volume	
			#	Unit
PED/BIKE	Yes	In summer of 2021, Village of Jackson added new sidewalk and path on the south side of WIS 60. This includes new curb ramps at Eagle Drive.	There is no significant volume of bikes or pedestrians at this intersection in the existing conditions. With the addition of bike and pedestrian facilities as part of this project, it is anticipated bike and pedestrian volumes will increase.	
OSOW	No	WIS 60 is not a Designated Long Truck Route nor a 65' Restricted Truck Route per TRANS 276.07. WIS 60 is also not listed as an OSOW Truck Route, a High Clearance Route, or a Wind Tower Corridor.	N/A	N/A

Summary Tables:

Descriptions:

Alt.	Traffic Control	Description of Alternative
1	Traffic Signal	Install Traffic Signal at the intersection of WIS 60 and Eagle Drive. Each approach will have left turn storage lanes for turning vehicles and medians prior to entering the signalized intersection. Pedestrian and bicyclist facilities will be present.
2	Roundabout	Single-lane roundabout at the intersection of WIS 60 and Eagle Drive. Pedestrian and bicyclist facilities will be present.

*** Construction of the Roundabout alternative is 55K less expensive than the Traffic Signal alternative.**

Costs and Impacts:

Alt.	Traffic Control	Construction Cost	Real Estate Impacts			Environmental Impacts	
			# Build	# Acres	Cost	Impact Type	# Acres
1	Traffic Signal	\$842,200	N/A	N/A	N/A	N/A	N/A
2	Roundabout	\$787,700	0	0.058 Acre	\$11,000	N/A	N/A

Safety Performance:

Alt.	Traffic Control	Analysis Period	KABC	PDO	Total
-	Existing Conditions	2015-2021	6	6	12
-	Future No-Build	2025-2034	2.05	4.63	6.68
1	Traffic Signal	2025-2034	4.95	11.76	16.71
2	Roundabout	2025-2034	4.35	24.47	28.82

Note: This table does not include qualitative safety indicators such as the safety benefits due to reductions in stops and reduced queues under each alternative or the relatively unimpeded flow that is offered by each alternative.

- The No-Build conditions show the lowest number of total crashes and the lowest number of fatal and injury crashes as compared to Alternative 1 (Signal) and Alternative 2 (RAB). However, due to the need for operational improvements, the No-Build conditions may not meet the needs of motorists.

- The predicted decrease in fatal and injury crashes between Alternative 1 (Signal) and Alternative 2 (RAB) may be attributed to lower travel speeds, reduction in need for vehicles to stop and geometric nature of roundabouts which have shown the ability to reduce angle and head-on collisions.

Additional Information:

The following trends are not captured in the Safety Performance table (above) but are relevant in the overall discussion of safety performance of all analyzed conditions.

- Alternative 2 (RAB) shows a predicted 14% reduction in fatal crashes as compared to the No-Build conditions.
- Alternative 2 (RAB) shows a 57% reduction in predicted fatal crashes as compared to Alternative 1 (Signal).
- Alternative 2 (RAB) shows a 12% reduction in fatal and injury crashes as compared to Alternative 1 (Signal).
- Alternative 1 (Signal) is predicted to result in an additional total associated crash cost of more than \$195,000 (15% increase) as compared to Alternative 2 (RAB) over the 10 year-analysis period.

Recommendation:

- Alternative: The **Roundabout** is recommended for this intersection. This recommendation is based on the analysis and comparison metrics outlined in this Phase II ICE report
- Influencing Factors: Nine primary factors were used to compare alternatives: Cost, Operational Factors, Off-Peak Operations, Right-of-Way (ROW), Predicted Motorist Safety Performance, Pedestrians, Bikes, Local Opinion, and Access.

Metric	Selection Notes	Preference
Cost	The construction costs of the two alternatives are similar. The projected construction cost of the signalized alternative is approximately \$842,200 and the cost of the roundabout alternative is approximately \$787,700. Additional operational and maintenance costs associated with the traffic signal alternative are anticipated to be greater than that of the roundabout alternative. The predicted crash costs associated with the roundabout alternative are 15% less than that of the traffic signal alternative.	
Operational Factors	Both alternatives have excess capacity to accommodate fluctuations in future traffic volumes. The traffic signal alternative has 45% excess capacity and the RAB alternative has 75% excess capacity. Queues will not impact access points adjacent to the intersection.	
Off Peak Operations	Off peak operations would generally be more desirable with the Roundabout alternative because a roundabout would offer very little delay when faced with minimal other traffic. Unlike a signal, which needs to cycle to waiting motorists, a roundabout would operate in a nearly free-flow manner outside of the main commuting peaks. The roundabout alternative has additional benefits of traffic calming which may improve safety performance along WIS 60 adjacent to the	
ROW	The Roundabout alternative requires 0.058 acres of ROW. The Traffic Signal alternative does not require any ROW acquisition.	

Predicted Motorist Safety Performance	The roundabout is anticipated to have less severe crashes but more frequent crashes. Roundabouts reduce the frequency of angle and head-on crashes, the two most severe crash types. They also slow traffic within the intersection and that reduces severity when crashes occur. These benefits of a roundabout are tempered by the fact that they are anticipated to produce more frequent crashes than a Traffic Signal Alternative.	
Pedestrian	There is widespread debate when comparing pedestrian safety and operations between a roundabout and signal alternative. Both will provide facilities for pedestrians to cross the approaches and final design would strive to provide the safest and most efficient facilities with either alternative. The benefits of the Traffic Signal alternative include positive control of the traffic flow, allowing pedestrians the confidence they can cross the road with forced-stopped traffic rather than relying on yielding motorists. Only one pedestrian was observed at this intersection during both the AM and PM peak hours. With the high volume of traffic on the approaches to this intersection, and the relative infrequency of pedestrians (meaning the traveling public will not readily anticipate pedestrian conflicts as they might in an urban setting), including forced stops with a traffic signal is desirable. This could also be accommodated with a pedestrian hybrid beacon signal with the roundabout alternative. This positive control ability gives the traffic signal alternative a slight benefit over the roundabout.	
Bicyclists	There is widespread debate when comparing bike safety and operations between a roundabout and signal alternative. Both will provide facilities for pedestrians to cross the approaches and final design would strive to provide the safest and most efficient facilities with either alternative. Only one bicyclist was observed at this intersection during both the AM and PM peak hours. Bike facilities would be accommodated for both alternatives and there is no widespread uniform opinion on which is "better" for bikers. See previous note about traffic signal ability to provide positive control over pedestrian movements. If bikers choose to use side-paths to traverse "through" the roundabout, the traffic signal may provide additional confidence in these movements.	
Local Opinion	Village input needed.	Not Available
Access	Alternatives have no access impacts	



Existing & Future No-Build Conditions:

Practical Feasibility:

Public Opinion:	No public opinion is available at this time.
Business Impacts:	No physical or access-related business impacts are anticipated.
ROW Impacts:	No ROW impacts are anticipated.
Utility Impacts:	Utility impacts are not anticipated.
Cost Estimate:	N/A
Additional Info:	There is anticipated need for capacity and safety improvements at the intersection.

Safety Analysis:

Crash Trend(s) and Contributing Factors:	Angle crashes involving motorists making left turns from Eagle Drive to WIS 60. Three of the four most severe crashes involved angle crashes between eastbound motorist and southbound motorists.
Conflict Points:	There are 32 conflict points at the existing intersection.
Vulnerable Users:	This intersection currently has pedestrian curb ramps on the Northwest, Northeast and Southwest quadrants. A sidewalk is present on the north side of the west leg and on the west side of the north leg. There are no marked crosswalks at this intersection. A paved multi-use path is present on the south side of the west leg.
Additional Info:	This intersection does not currently have advanced pedestrian warnings or signage. Refer to Attachment 3, Collision Diagram and Attachment 5, Predictive Safety Analysis.

Safety Performance Measures:

	Analysis Period	KABC	PDO	Total
Existing Conditions	2015-2021	6	6	12
Future No-Build	2025-2034	2.05	4.63	6.68

*The total number of observed crashes for the Existing Conditions (2015-2021) is greater than the total number of predicted crashes for the No-Build Conditions (2024-2033). This suggests that the Empirical Bayes weighting method could be used at this intersection to get a more accurate understanding of future conditions. The Empirical Bayes weighting method is not used in this ICE analysis because it is not applicable to other control types that are analyzed in this report.



PHASE II: ICE REPORT

Operational Analysis:

Warrant Analysis:	Warrants met by year 2035 (Contingent upon full build-out of Jackson TIA development).
Queue Impacts:	The Piggly Wiggly access drive on Eagle Drive is anticipated to be impacted by queuing on the northbound approach (95 percentile queues would reach the access driveway). The Piggly Wiggly grocery store is in the Southeast quadrant of WIS 60 and Eagle Drive. The access drive on Eagle Drive for the BP Gas station will also be impacted by queuing on the southbound approach.
Additional Capacity:	No excess capacity exists at this intersection during peak hours.
Railroad Impacts:	No - This intersection is not near a railroad.
Additional Info:	Refer to Attachment 4 for Existing Volumes and Traffic Forecasts, Attachment 6 for Traffic Operations Analysis Outputs and Attachment 7 for Signal Warrant Analysis Worksheets.

Operational Performance Measures:

Year: 2020	Existing Conditions											
AM Peak	EB (WIS 60)			WB (WIS 60)			NB (Eagle Drive)			SB (Eagle Drive)		
	L	T/R	-	L	T	R	-	All	-	L	T/R	-
# Lanes	1	1>	-	1	1	1	-	<1>	-	1	1>	-
Volume	70	345	35	15	235	85	25	20	25	80	15	65
Delay (s)	8.4	*	*	8.3	*	*	*	27.0	*	40.2	13.2	*
LOS	A	*	*	A	*	*	*	D	*	E	B	*
V/C Ratio	0.07	*	*	0.02	*	*	*	0.34	*	0.49	0.18	*
Queue (ft)	5	*	*	5	*	*	*	35	*	60	15	*
Storage (ft.)	175	-	-	150	-	125	-	-	-	100	-	-
PM Peak	EB (WIS 60)			WB (WIS 60)			NB (Eagle Drive)			SB (Eagle Drive)		
	L	T/R	-	L	T	R	-	All	-	L	T/R	-
# Lanes	1	1>	-	1	1	1	-	<1>	-	1	1>	-
Volume	55	275	100	35	310	80	50	40	20	55	35	55
Delay (s)	8.5	*	*	8.4	*	*	*	67.6	*	45.7	19.6	*
LOS	A	*	*	A	*	*	*	F	*	E	C	*
V/C Ratio	0.06	*	*	0.04	*	*	*	0.75	*	0.44	0.31	*
Queue (ft)	5	*	*	5	*	*	*	120	*	50	35	*
Storage (ft.)	175	-	-	150	-	125	-	-	-	100	-	-
Additional Information	<1 = Indicates shared left through lane present 1> = Indicates shared right through lane present <1> = Indicates shared left through right lane present - = Indicates zero * = Indicates HCM6th edition methodology does not calculate measures of effectiveness for this movement.											



PHASE II: ICE REPORT

Year: 2035	Future No-Build Conditions (2035)											
AM Peak	EB (WIS 60)			WB (WIS 60)			NB (Eagle Drive)			SB (Eagle Drive)		
	L	T/R	-	L	T	R	-	All	-	L	T/R	-
# Lanes	1	1>	-	1	1	1	-	<1>	-	1	1>	-
Volume	75	395	40	30	285	90	30	25	40	80	15	75
Delay (s)	8.6	*	*	8.6	*	*	*	44.9	*	85.4	14.8	*
LOS	A	*	*	A	*	*	*	E	*	F	B	*
V/C Ratio	0.08	*	*	0.03	*	*	*	0.57	*	0.73	0.23	*
Queue (ft)	10	*	*	5	*	*	*	80	*	105	25	*
Storage (ft.)	175	-	-	150	-	125	-	-	-	100	-	-
PM Peak	EB (WIS 60)			WB (WIS 60)			NB (Eagle Drive)			SB (Eagle Drive)		
	L	T/R	-	L	T	R	-	All	-	L	T/R	-
# Lanes	1	1>	-	1	1	1	-	<1>	-	1	1>	-
Volume	60	340	130	65	355	85	75	45	40	60	40	55
Delay (s)	8.8	*	*	8.9	*	*	*	427.3	*	172.8	31.3	*
LOS	A	*	*	A	*	*	*	F	*	F	D	*
V/C Ratio	0.07	*	*	0.08	*	*	*	1.73	*	0.93	0.46	*
Queue (ft)	5	*	*	10	*	*	*	380	*	125	60	*
Storage (ft.)	175	-	-	150	-	125	-	-	-	100	-	-
Additional Information	<1 = Indicates shared left through lane present 1> = Indicates shared right through lane present <1> = Indicates shared left through right lane present - = Indicates zero * = Indicates HCM6th edition methodology does not calculate measures of effectiveness for this movement.											
	This analysis does not consider the way some motorists may alter their route or travel time to avoid extreme congested conditions.											

Alt. 1: Traffic Signal:

Practical Feasibility:

Public Opinion:	No public opinion is available at this time.
Business Impacts:	No physical or access-related business impacts are anticipated.
ROW Impacts:	No ROW impacts are anticipated.
Utility Impacts:	Utility impacts are not known at this time, but they are not anticipated to be useful as a comparison metric because all alternatives will have similar impacts.
Cost Estimate:	\$842,200
Additional Info:	Refer to Attachment 2 for Concept Alternatives and Cost Estimates.



PHASE II: ICE REPORT

Safety Analysis:

Crash Trend(s) being Improved with Alt.:	Installation of a traffic signal will minimize angle crashes by allocating green time to the side-street and requiring mainline (WIS 60) motorists to stop for the permissive side-street movements. It should be noted that mainline (WIS 60) rear-end crashes may increase as a result of the need to stop for the traffic signal.
Geometric Concerns:	There are 32 conflict points at the proposed signalized intersection.
Additional Info:	Refer to Attachment 3, Collision Diagram and Attachment 5, Predictive Safety Analysis.

Safety Performance Measures:

	Analysis Period	KABC	PDO	Total
Existing Conditions	2015-2021	6	6	12
Future No-Build	2025-2034	2.05	4.63	6.68
Alt. 1: Traffic Signal:	2025-2034	4.95	11.76	16.71

Operational Analysis:

Warrant Analysis:	Warrants met by year 2035 (Contingent upon full build-out of Jackson TIA development).
Queue Impacts:	No immediately adjacent access points impacted by potential queues.
Additional Capacity:	This signalized intersection is anticipated to operate with excess capacity in year 2035. In year 2035, this alternative is projected to have 45% excess capacity.
Railroad Impacts:	No - This intersection is not near a railroad.
Additional Info:	Refer to Attachment 4 for Existing Volumes and Traffic Forecasts, Attachment 6 for Traffic Operations Analysis Outputs and Attachment 7 for Signal Warrant Analysis Worksheets.



PHASE II: ICE REPORT

Operational Performance Measures:

Year: 2035

Alt. 1: Traffic Signal

AM Peak	EB (WIS 60)			WB (WIS 60)			NB (Eagle Drive)			SB (Eagle Drive)		
	L	T/R	-	L	T	R	-	T/L	R	-	T/L	R
# Lanes	1	1>	-	1	1	1	-	<1	1	-	<1	1
Volume	75	395	40	30	285	90	30	25	40	80	15	75
Delay (s)	6.2	6.2	*	8.0	4.8	3.9	*	9.9	8.3	*	9.5	10.1
LOS	A	A	*	A	A	A	*	A	A	*	A	B
V/C Ratio	0.15	0.67	*	0.07	0.42	0.15	*	0.28	.07	*	0.22	0.36
Queue (ft)	10	40	*	5	15	5	*	20	15	*	20	15
Storage (ft.)	150	-	-	150	-	125	-	-	60	-	-	60
PM Peak	EB (WIS 60)			WB (WIS 60)			NB (Eagle Drive)			SB (Eagle Drive)		
	L	T/R	-	L	T	R	-	T/L	R	-	T/L	R
# Lanes	1	1>	-	1	1	1	-	<1	1	-	<1	1
Volume	60	340	130	65	355	85	75	45	40	60	40	55
Delay (s)	8.0	7.4	*	10.9	5.8	4.5	*	12.1	12.1	*	10.7	10.5
LOS	A	A	*	B	A	A	*	B	B	*	B	B
V/C Ratio	0.14	0.70	*	0.19	0.49	0.13	*	0.42	0.42	*	0.23	0.20
Queue (ft)	15	75	*	20	40	10	*	50	50	*	30	15
Storage (ft.)	150	-	-	150	-	125	-	-	60	-	-	60

Additional Information

<1 = Indicates shared left through lane present
 1> = Indicates shared right through lane present
 <1> = Indicates shared left through right lane present
 - = Indicates zero
 * = Indicates HCM6th edition methodology does not calculate measures of effectiveness for this movement.
 Storage/deceleration length for a 30-mph road of 150 feet was used on WIS 60. Storage lengths for the minor approaches on Eagle Drive were determined based on 95th percentile queue length.



Alt. 2: Roundabout:

Practical Feasibility:

Public Opinion:	No public opinion is available at this time.
Business Impacts:	ROW acquisition for areas in the Southwest and Southeast quadrants of WIS 60 and Eagle Drive is required. The total ROW required is approximately .058 acres.
ROW Impacts:	This alternative will likely require 0.058 acres of ROW.
Utility Impacts:	Utility impacts are not known at this time, but they are not anticipated to be useful as a comparison metric because all alternatives will have similar impacts.
Cost Estimate:	\$787,700
Additional Info:	Refer to Attachment 3, Collision Diagram and Attachment 5, Predictive Safety Analysis.

Safety Analysis:

Crash Trend(s) being Improved with Alt.:	Alternative 2 shows a predicted 14% reduction in fatal crashes as compared to the No-Build conditions.
Geometric Concerns:	There are 8 conflict points at the proposed 4-leg roundabout.
Additional Info:	Refer to Attachment 3, Collision Diagram and Attachment 5, Predictive Safety Analysis.

Safety Performance Measures:

	Analysis Period	KABC	PDO	Total
Existing Conditions	2015-2021	6	6	12
Future No-Build	2025-2034	2.05	4.63	6.68
Alt. 2: Roundabout:	2025-2034	4.35	24.47	28.82

Operational Analysis:

Warrant Analysis:	N/A
Queue Impacts:	No adjacent access points impacted by potential queues.
Additional Capacity:	This roundabout controlled intersection is anticipated to operate with excess capacity in year 2035. In year 2035, this alternative is projected to have 75% excess capacity.
Railroad Impacts:	No - This intersection is not near a railroad.
Additional Info:	Refer to Attachment 4 for Existing Volumes and Traffic Forecasts and Attachment 6 for Traffic Operations Outputs.



PHASE II: ICE REPORT

Operational Performance Measures:

Year: 2035

Alt. 2: Roundabout

AM Peak	EB (WIS 60)			WB (WIS 60)			NB (Eagle Drive)			SB (Eagle Drive)		
	-	All	-	-	All	-	-	All	-	-	All	-
# Lanes	-	<1>	-	-	<1>	-	-	<1>	-	-	<1>	-
Volume	75	395	40	30	285	90	30	25	40	80	15	75
Delay (s)	*	9.6	*	*	7.6	*	*	7.3	*	*	6.5	*
LOS	*	A	*	*	A	*	*	A	*	*	A	*
V/C Ratio	*	0.54	*	*	0.42	*	*	0.17	*	*	0.23	*
Queue (ft)	*	85	*	*	55	*	*	15	*	*	25	*
Storage (ft.)	-	-	-	-	-	-	-	-	-	-	-	-
PM Peak	EB (WIS 60)			WB (WIS 60)			NB (Eagle Drive)			SB (Eagle Drive)		
	-	All	-	-	All	-	-	All	-	-	All	-
# Lanes	-	<1>	-	-	<1>	-	-	<1>	-	-	<1>	-
Volume	60	340	130	65	355	85	75	45	40	60	40	55
Delay (s)	*	10.4	*	*	10.2	*	*	7.2	*	*	7.5	*
LOS	*	B	*	*	B	*	*	A	*	*	A	*
V/C Ratio	*	0.58	*	*	0.56	*	*	0.24	*	*	0.25	*
Queue (ft)	*	100	*	*	90	*	*	25	*	*	25	*
Storage (ft.)	-	-	-	-	-	-	-	-	-	-	-	-

Additional
Information

<1 = Indicates shared left through lane present
1> = Indicates shared right through lane present
<1> = Indicates shared left through right lane present
- = Indicates zero
* = Indicates HCM6th edition methodology does not calculate measures of effectiveness for this movement.



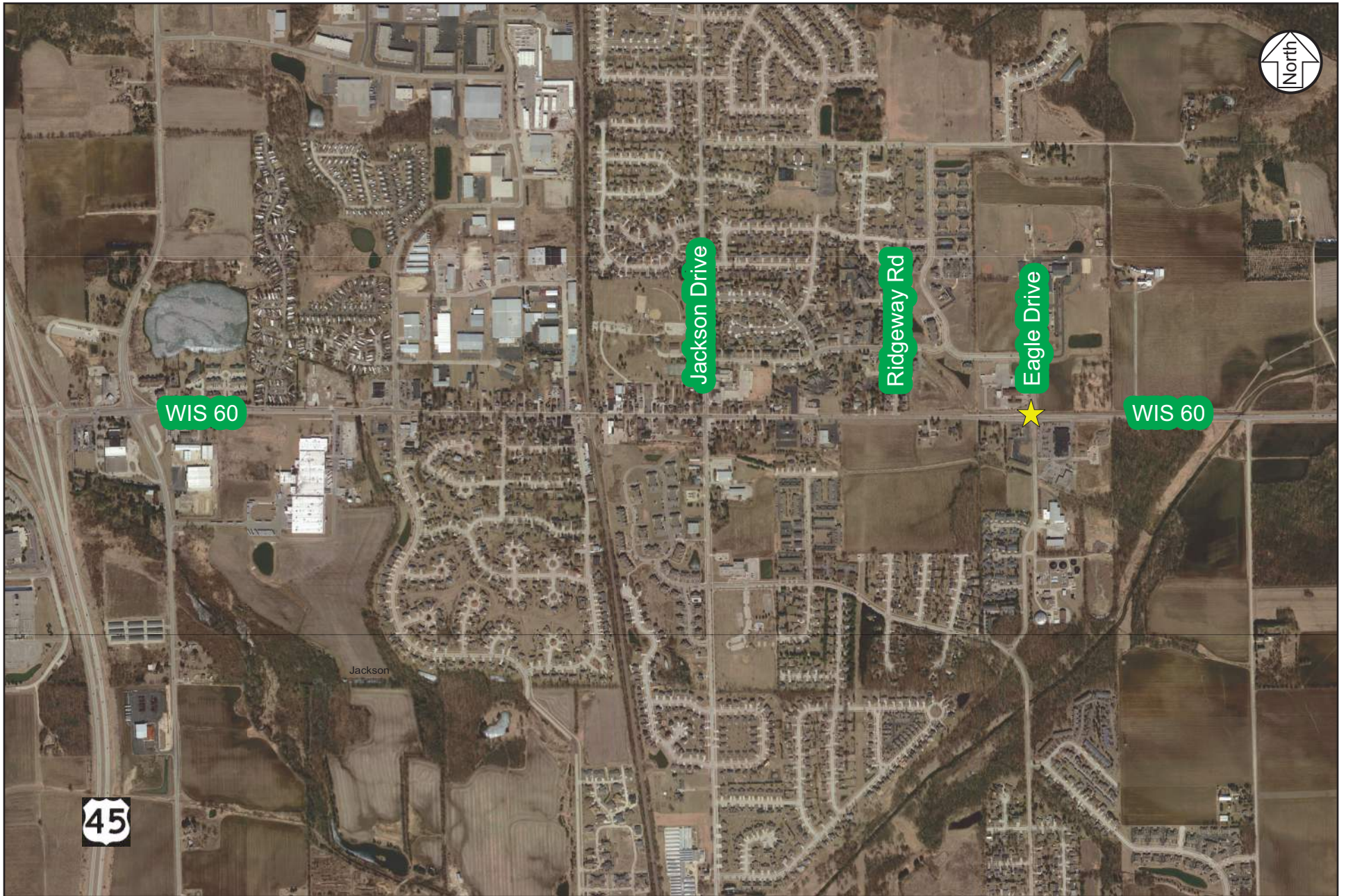
PHASE II: ICE REPORT

Attachments:

The following attachments are provided for documentation:

1. Project Location Map
2. Concept Alternatives and Cost Estimates
3. Collision Diagram
4. Existing Volumes and Traffic Forecasts
5. Predictive Safety Analysis
6. Traffic Operations Outputs
7. Traffic Signal Warrant Analysis Worksheets

Attachment 1 – Project Location Map

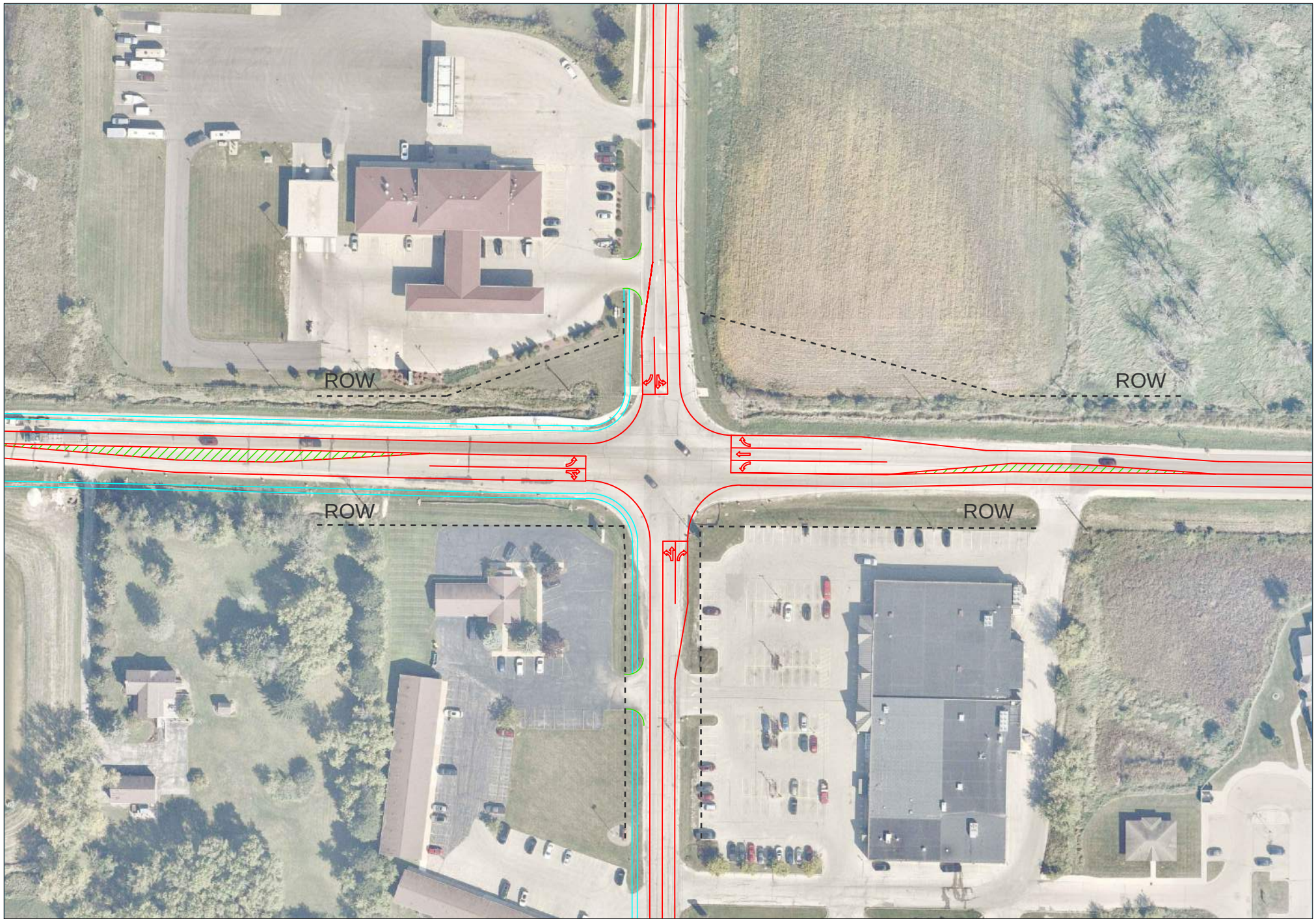


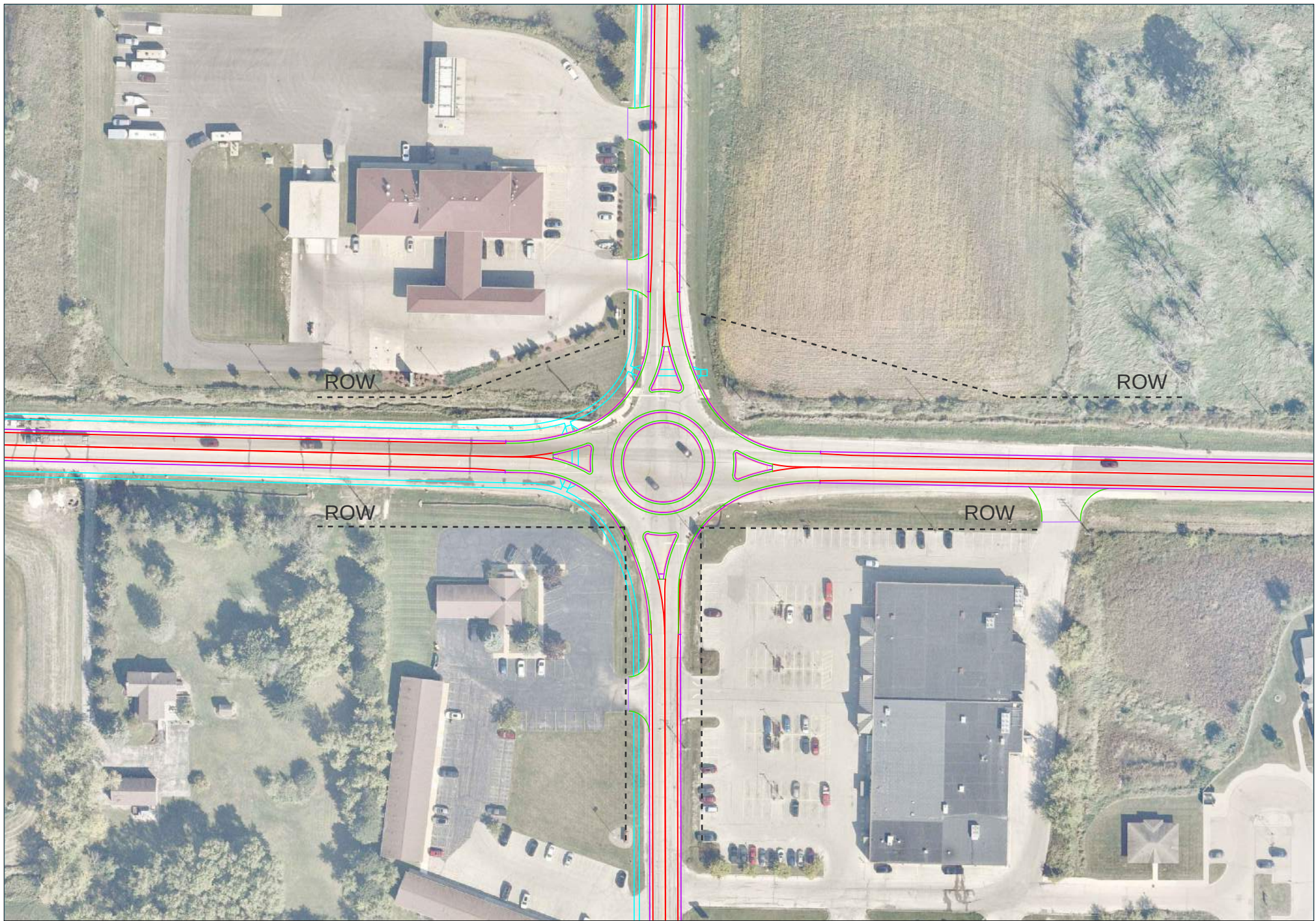
Project Location Map

WIS 60 & Eagle Drive - Phase II ICE
Village of Jackson, WI

Figure 1

Attachment 2 – Concept Alternatives and Cost Estimates





Concept Cost Estimate Summary - Alternative 1: Traffic Signal
WIS 60 & Eagle Drive
Village of Jackson, Wisconsin
Washington County
December 2021

Project Segment Type: (R=Rural, S=Suburban, U=Urban)

Summary Item	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1	EXCAVATION COMMON	CY	0	\$5.00	\$0
2	BASE AGGREGATE DENSE 1 1/4-INCH	TON	4330	\$20.00	\$86,600
3	SIDEWALK	SF	416	\$10.00	\$4,160
4	HMA PAVEMENT	TON	2150	\$70.00	\$150,500
5	CONCRETE CURB AND GUTTER 30-INCH	LF	2930	\$15.00	\$44,000
6	Major Roadway Items Detailed Subtotal (Items 1 to 5)				\$285,300
7	SIGNALIZE INTERSECTION	LS	1	\$180,000.00	\$180,000
8	DRAINAGE	LS	% of Item 6	12%	\$34,200
9	EROSION CONTROL AND RESTORATION	LS	% of Item 6	7%	\$20,000
10	TRAFFIC CONTROL AND STAGING	LS	% of Item 6	5%	\$14,300
11	SIGNING/MARKING	LS	% of Item 6	3%	\$8,600
12	ROADWAY INCIDENTALS	LS	% of Item 6	25%	\$71,300
13	Construction Costs Subtotal (Items 7 to 12)				\$613,700
14	MOBILIZATION	LS	% of Item 13	10%	\$60,000
15	PRELIMINARY ENGINEERING	LS	% of Item 13+14	10%	\$67,400
16	FINAL ENGINEERING				
17	CONSTRUCTION ENGINEERING	LS	% of Item 13+14	15%	\$101,100
TOTAL PROJECT COST (2021 DOLLARS)					\$842,200



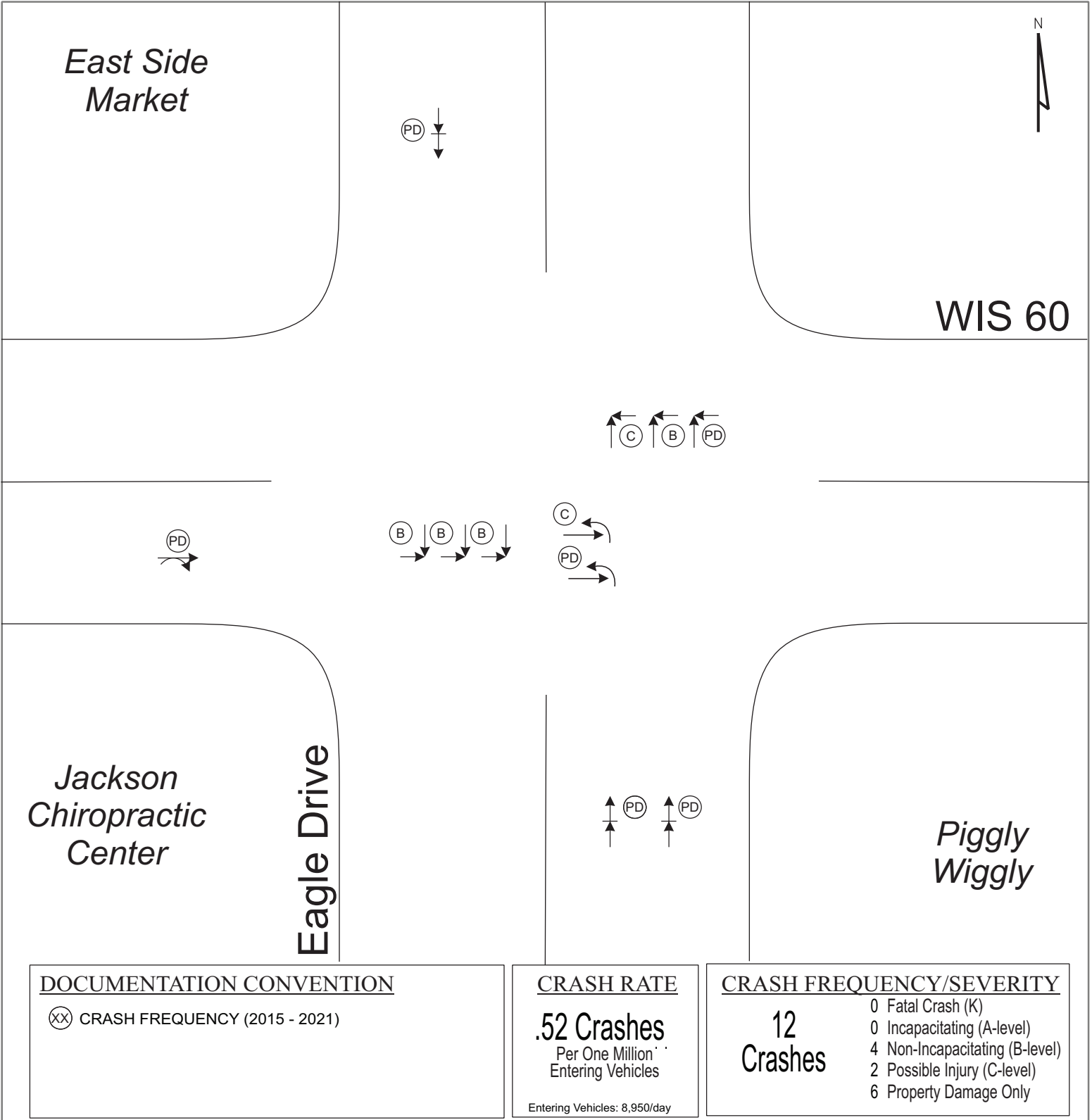
**Concept Cost Estimate Summary - Alternative 2: Roundabout
WIS 60 & Eagle Drive
Village of Jackson, Wisconsin
Washington County
December 2021**

Project Segment Type: (R=Rural, S=Suburban, U=Urban)

Summary Item	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1	EXCAVATION COMMON	CY	0	\$5.00	\$0
2	BASE AGGREGATE DENSE 1 1/4-INCH	TON	3760	\$20.00	\$75,200
3	SIDEWALK	SF	1000	\$10.00	\$10,000
4	HMA PAVEMENT	TON	1860	\$70.00	\$130,200
5	CONCRETE CURB AND GUTTER 30-INCH	LF	7290	\$15.00	\$109,400
6	Major Roadway Items Detailed Subtotal (Items 1 to 5)				\$324,800
7	DRAINAGE	LS	% of Item 6	12%	\$39,000
8	EROSION CONTROL AND RESTORATION	LS	% of Item 6	7%	\$22,700
9	TRAFFIC CONTROL AND STAGING	LS	% of Item 6	8%	\$26,000
10	LIGHTING	LS	1	\$32,000.00	\$32,000
11	SIGNING/MARKING	LS	% of Item 6	6%	\$19,500
12	ROADWAY INCIDENTALS	LS	% of Item 6	30%	\$97,400
13	Construction Costs Subtotal (Items 7 to 13)				\$561,400
14	MOBILIZATION	LS	% of Item 14	10%	\$60,000
15	PRELIMINARY ENGINEERING	LS	% of Item 14+15	10%	\$62,100
16	FINAL ENGINEERING				
17	CONSTRUCTION ENGINEERING	LS	% of Item 14+15	15%	\$93,200
18	REAL ESTATE - SOUTHWEST QUADRANT	AC	0.032	\$141,500.00	\$4,500
19	REAL ESTATE - SOUTHEAST QUADRANT	AC	0.026	\$250,000.00	\$6,500
TOTAL PROJECT COST (2021 DOLLARS)					\$787,700



Attachment 3 – Collision Diagram



LEGEND					
→ Moving Vehicle	Ⓢ/Ⓨ Stop/Yield Sign	↗ Angle (Right Angle)	↔ Head-On		
↔ Backing Vehicle	Ⓣ Tree	↖ Angle (Left Turn)	→ Rear-End		
- - - Pedestrian	Ⓤ Utility Pole	↷ Angle (Right Turn)	↗ Out of Control		
-B→ Bicyclist	ⓕ Fixed Object	↔ Sideswipe-Same	↗ Overtake		
▭ Parked Vehicle	Ⓝ Non-Fixed Object	↔ Sideswipe-Opposite	↗ Overturn		

FIGURE 4
COLLISION DIAGRAM
WIS 60 & EAGLE DRIVE
VILLAGE OF JACKSON, WISCONSIN

Attachment 4 – Existing Volumes and Traffic Forecasts

Base Information, Observed (9) Hour and Estimated (24) Hour Volume Summaries

Count Basics		Version 2013.J4.1		Page 1 of 11	
Start Date:	Wednesday, February 12, 2020	Weekday/Weekend	Schools Not in Session		
Total Number of Hours Counted: 9		Non-Holiday	No Special Events		



Count Information

Municipality	Village of Jackson		
County	Washington	WisDOT Region	SE
Traffic Control	Partial Stop Control		
Roadway Names	North Direction	↑	
North Leg	Eagle Dr		
East Leg	STH 60		
South Leg	Eagle Dr		
West Leg	STH 60		
Special Considerations			
Schools	Not in Session		
Holidays	None		
Special Events	None		
Special Pedestrians Observed			
	Pre-school children	None	
	Elementry school age children	None	
	Visually impaired (white cane/helper dog)	None	
	Elderly/disabled (except wheelchairs)	None	
	Wheelchairs/electric scooters	None	
	Other (describe)	None	

Hrs Counted:				6:00 AM-9:00 AM, 11:00 AM-2:00 PM, and 3:00 PM-6:00 PM			
1st Day of Count		Wednesday, February 12, 2020			Weather		
AM Peak Period		Wednesday, February 12, 2020			Cloudy & Dry		
Midday Peak Period		Saturday, February 22, 2020			Cloudy & Dry		
PM Peak Period		Wednesday, February 12, 2020			Cloudy & Dry		
Calculated Peak Hours							
	AM	6:45-7:45am	MD	11:00-12:00am	PM	4:15-5:15pm	
Peak Hours Selected for Analysis							
	AM	7:00-8:00am	MD	11:00-12:00am	PM	4:45-5:45pm	
Daily/Seasonal Adjustment Group							
Count Expansion Group							
Daily/Seasonal Adjustment Factor				1	Count Expansion Factor		#N/A
Company Name				SRF Consulting, Inc.		Manual Adj.	
Observers		AM Peak Period		Matt Flanagan/Gabby Hellman			
		Midday Peak Period		Matt Flanagan/Gabby Hellman			
		PM Peak Period		Matt Flanagan/Gabby Hellman			
Comments							

OBSERVED HOUR VOLUMES 9

Eagle Dr 2,123

BIKE: 1

TOTAL ENTERING VOLUME 7,549

STH 60

STH 60

Eagle Dr 1,795

BIKE: 1

North

Diagram showing traffic volumes for the intersection of Eagle Drive and State Highway 60 (STH 60) during the PM peak hour. The diagram includes a north arrow and labels for 'OBSERVED HOUR VOLUMES', 'TOTAL ENTERING VOLUME', and 'STH 60'. Traffic flows are indicated by arrows with corresponding volume numbers.

Direction	Mode	Volume
Northbound (Eagle Dr)	PED	411
Northbound (Eagle Dr)	BIKE	0
Northbound (Eagle Dr)	Vehicle	1030
Southbound (Eagle Dr)	PED	989
Southbound (Eagle Dr)	BIKE	0
Southbound (Eagle Dr)	Vehicle	806
Eastbound (STH 60)	PED	7
Eastbound (STH 60)	BIKE	1
Eastbound (STH 60)	Vehicle	5,892
Westbound (STH 60)	PED	0
Westbound (STH 60)	BIKE	1
Westbound (STH 60)	Vehicle	5,288

One-Hour Time Period Start Time	Motor Vehicle Volume
6:00 AM	570
7:00 AM	963
8:00 AM	676
9:00 AM	0
10:00 AM	0
11:00 AM	880
12:00 PM	798
1:00 PM	796
2:00 PM	0
3:00 PM	908
4:00 PM	973
5:00 PM	985
6:00 PM	0
7:00 PM	0
8:00 PM	0
9:00 PM	0

(For example, 6am represents volume from 6am to 7am)

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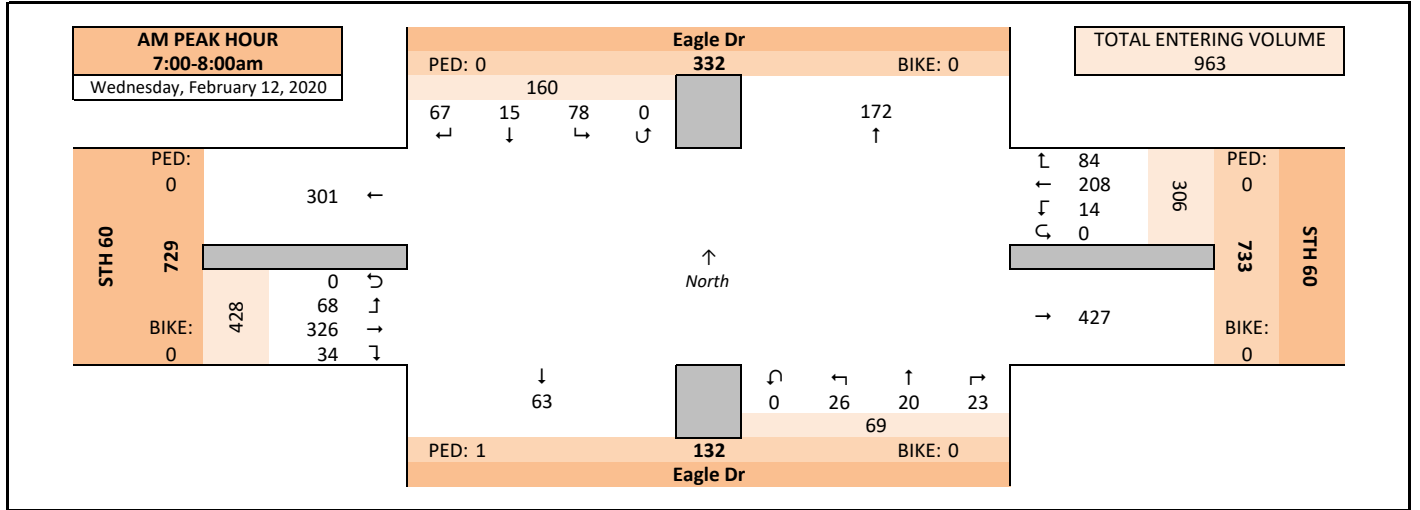
Intersection Traffic Volume Report

Peak Hour Volume Graphical Summary

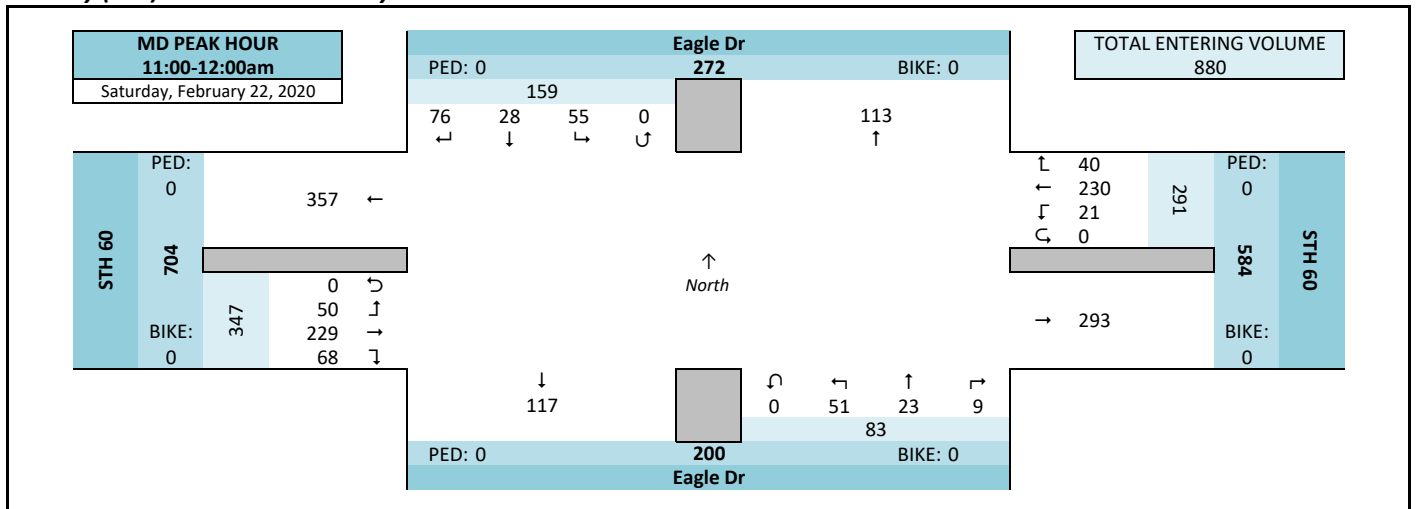
Eagle Dr and STH 60

AM Peak Hour Summary

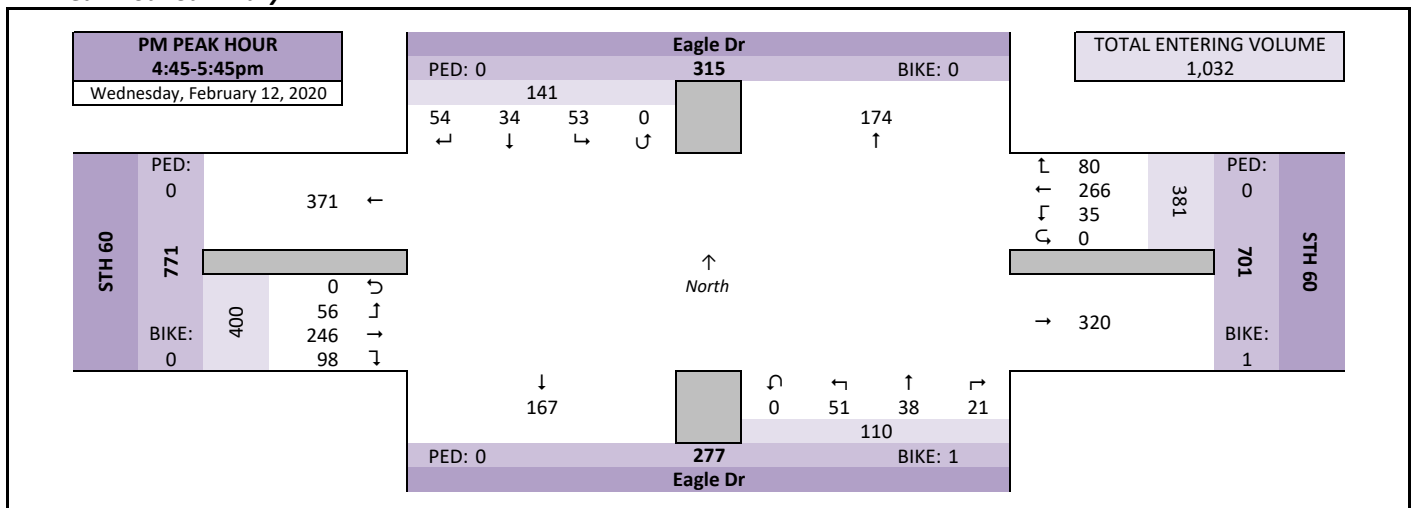
Count Basics			Page 2 of 11
Start Date:	Wednesday, February 12, 2020	Weekday/Weekend	Schools Not in Session
Total Number of Hours Counted: 9		Non-Holiday	No Special Events



Midday (MD) Peak Hour Summary



PM Peak Hour Summary



Count Basics		Page 3 of 11	
Start Date:	Wednesday, February 12, 2020	Weekday/Weekend	Schools Not in Session
Total Number of Hours Counted:	9	Non-Holiday	No Special Events

All Motor Vehicles

Peak Hour Volumes, Truck Percentages, and PHFs

Wednesday, February 12, 2020		↓ From North					← From East					↑ From South					→ From West					
AM Peak Hour	AM Peak Hour Start Time	Eagle Dr					STH 60					Eagle Dr					STH 60					Totals
		Right	Thru	Left	U-Tn	Total	Right	Thru	Left	U-Tn	Total	Right	Thru	Left	U-Tn	Total	Right	Thru	Left	U-Tn	Total	
	7:00 AM	9	4	11	0	24	17	46	3	0	66	4	6	6	0	16	6	95	17	0	118	224
	7:15 AM	19	2	25	0	46	39	48	4	0	91	6	4	6	0	16	9	95	29	0	133	286
	7:30 AM	29	5	22	0	56	20	70	3	0	93	11	5	7	0	23	12	81	18	0	111	283
	7:45 AM	10	4	20	0	34	8	44	4	0	56	2	5	7	0	14	7	55	4	0	66	170
	Peak Hour Volume	67	15	78	0	160	84	208	14	0	306	23	20	26	0	69	34	326	68	0	428	963
	Rounded Hourly Volume	65	15	80	0	160	85	210	15	0	310	25	20	25	0	70	35	325	70	0	430	970
	% Single Unit Trucks	3.0	0.0	6.4	0.0	4.4	1.2	3.4	0.0	0.0	2.6	4.3	5.0	7.7	0.0	5.8	5.9	3.1	4.4	0.0	3.5	3.5
	% Heavy Trucks	3.0	0.0	1.3	0.0	1.9	0.0	1.9	7.1	0.0	1.6	0.0	0.0	3.8	0.0	1.4	2.9	2.8	0.0	0.0	2.3	2.0
% Trucks (Total)	6.0	0.0	7.7	0.0	6.2	1.2	5.3	7.1	0.0	4.2	4.3	5.0	11.5	0.0	7.2	8.8	5.8	4.4	0.0	5.8	5.5	
Peak Hour Factor (PHF)	0.58	0.75	0.78	0.00	0.71	0.54	0.74	0.87	0.00	0.82	0.52	0.83	0.93	0.00	0.75	0.71	0.86	0.59	0.00	0.80	0.84	

Saturday, February 22, 2020		↓ From North					← From East					↑ From South					→ From West					
Midday (MD) Peak Hour	MD Peak Hour	Eagle Dr					STH 60					Eagle Dr					STH 60					
	Start Time	Right	Thru	Left	U-Tn	Total	Right	Thru	Left	U-Tn	Total	Right	Thru	Left	U-Tn	Total	Right	Thru	Left	U-Tn	Total	Totals
	11:00 AM	38	7	28	0	73	8	53	5	0	66	2	5	11	0	18	11	61	9	0	81	238
	11:15 AM	13	8	9	0	30	9	70	6	0	85	3	7	14	0	24	17	59	19	0	95	234
	11:30 AM	13	6	8	0	27	17	62	6	0	85	2	5	13	0	20	20	49	11	0	80	212
	11:45 AM	12	7	10	0	29	6	45	4	0	55	2	6	13	0	21	20	60	11	0	91	196
	Peak Hour Volume	76	28	55	0	159	40	230	21	0	291	9	23	51	0	83	68	229	50	0	347	880
	Rounded Hourly Volume	75	30	55	0	160	40	230	20	0	290	10	25	50	0	85	70	230	50	0	350	885
	% Single Unit Trucks	0.0	0.0	0.0	0.0	0.0	2.5	2.6	0.0	0.0	2.4	0.0	0.0	2.0	0.0	1.2	0.0	1.3	0.0	0.0	0.9	1.2
% Heavy Trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.4	0.0	0.0	0.3	0.0	0.0	2.0	0.0	1.2	0.0	1.7	2.0	0.0	1.4	0.8	
% Trucks (Total)	0.0	0.0	0.0	0.0	0.0	2.5	3.0	0.0	0.0	2.7	0.0	0.0	3.9	0.0	2.4	0.0	3.1	2.0	0.0	2.3	2.0	
Peak Hour Factor (PHF)	0.50	0.87	0.49	0.00	0.54	0.59	0.82	0.87	0.00	0.86	0.75	0.82	0.91	0.00	0.86	0.85	0.94	0.66	0.00	0.91	0.92	

Wednesday, February 12, 2020		↓ From North					← From East					↑ From South					→ From West					
PM Peak Hour	PM Peak Hour	Eagle Dr					STH 60					Eagle Dr					STH 60					
	Start Time	Right	Thru	Left	U-Tn	Total	Right	Thru	Left	U-Tn	Total	Right	Thru	Left	U-Tn	Total	Right	Thru	Left	U-Tn	Total	Totals
	4:45 PM	12	8	14	0	34	21	63	5	0	89	4	10	8	0	22	25	59	12	0	96	241
	5:00 PM	22	8	23	0	53	26	80	7	0	113	4	10	16	0	30	27	71	20	0	118	314
	5:15 PM	11	10	7	0	28	14	58	11	0	83	5	9	19	0	33	24	54	14	0	92	236
	5:30 PM	9	8	9	0	26	19	65	12	0	96	8	9	8	0	25	22	62	10	0	94	241
	Peak Hour Volume	54	34	53	0	141	80	266	35	0	381	21	38	51	0	110	98	246	56	0	400	1032
	Rounded Hourly Volume	55	35	55	0	145	80	265	35	0	380	20	40	50	0	110	100	245	55	0	400	1035
	% Single Unit Trucks	0.0	0.0	0.0	0.0	0.0	1.2	1.5	0.0	0.0	1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.4	0.0	0.0	0.2	0.6
	% Heavy Trucks	0.0	0.0	1.9	0.0	0.7	1.2	1.1	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	1.6	3.6	0.0	1.5	1.1
% Trucks (Total)	0.0	0.0	1.9	0.0	0.7	2.5	2.6	0.0	0.0	2.4	0.0	0.0	0.0	0.0	0.0	0.0	2.0	3.6	0.0	1.7	1.6	
Peak Hour Factor (PHF)	0.61	0.85	0.58	0.00	0.67	0.77	0.83	0.73	0.00	0.84	0.66	0.95	0.67	0.00	0.83	0.91	0.87	0.70	0.00	0.85	0.82	

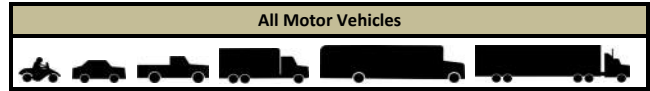
Pedestrians and Bicyclists		Crossing			Crossing			Crossing			Crossing			Total Ped & Bike Volume
		North Approach			East Approach			South Approach			West Approach			
15-Minute Start Time		Eagle Dr			STH 60			Eagle Dr			STH 60			
		Pedestrian	Bicyclist	Total	Pedestrian	Bicyclist	Total	Pedestrian	Bicyclist	Total	Pedestrian	Bicyclist	Total	
AM	7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
	7:15 AM	0	0	0	0	0	0	1	0	1	0	0	0	1
	7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
	7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total	0	0	0	0	0	0	1	0	1	0	0	0	1
MD	11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
	11:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
	11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
	11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total	0	0	0	0	0	0	0	0	0	0	0	0	0
PM	4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
	5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
	5:15 PM	0	0	0	0	1	1	0	1	1	0	0	0	2
	5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total	0	0	0	0	1	1	0	1	1	0	0	0	2

Intersection Traffic Volume Report

Count Basics			Page 4 of 11
Start Date:	Wednesday, February 12, 2020	Weekday/Weekend	Schools Not in Session
Total Number of Hours Counted:	9	Non-Holiday	No Special Events

Hourly Volume Summary - Motor Vehicle Data

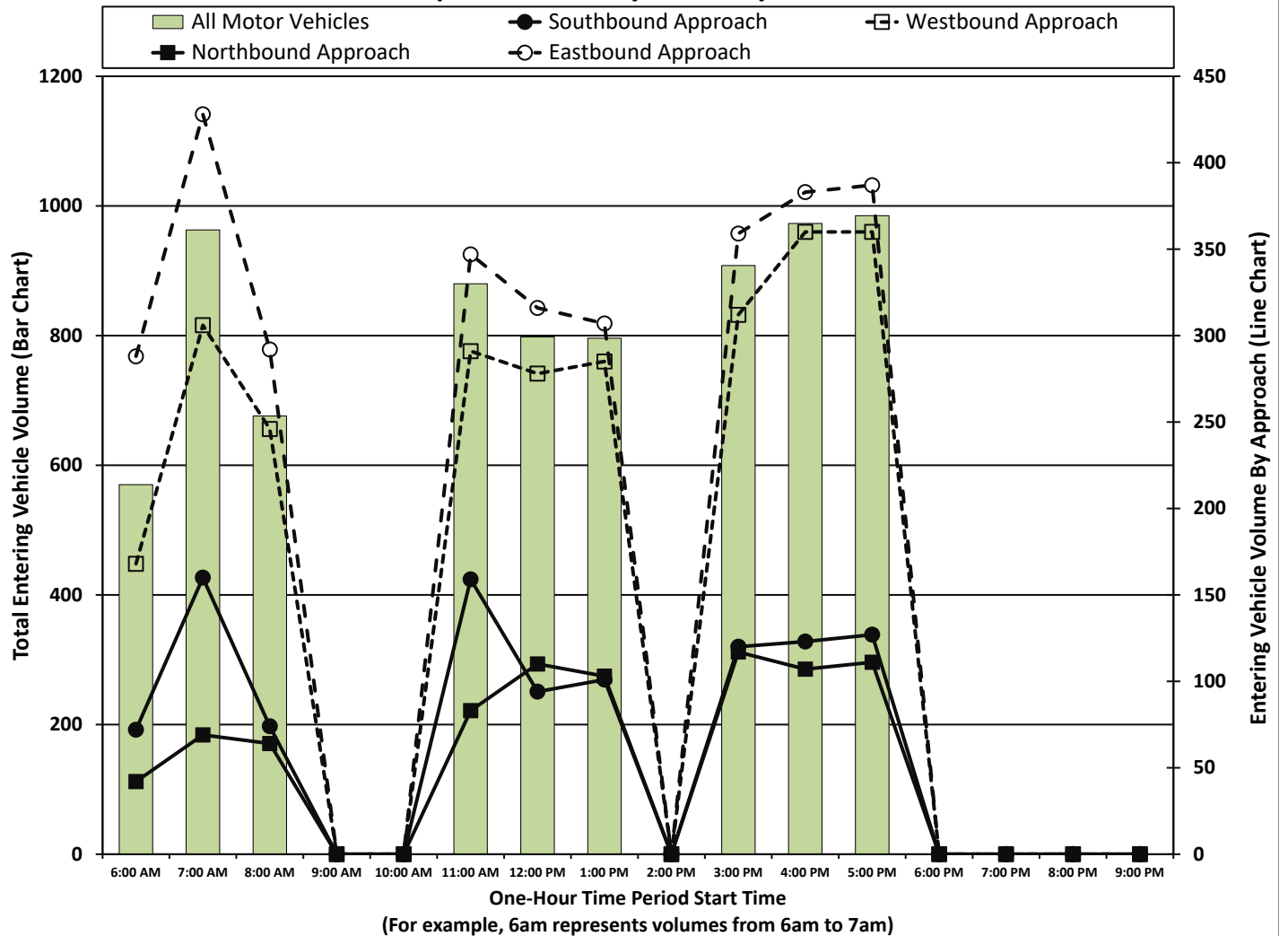
Eagle Dr and STH 60



One-Hour Motor Vehicle Data

One-Hour Time Period	From North					From East					From South					From West					Total Vehicle Volume	Directional Volume Totals			
	Eagle Dr					STH 60					Eagle Dr					STH 60									
	Right	Thru	Left	U-Tn	Total	Right	Thru	Left	U-Tn	Total	Right	Thru	Left	U-Tn	Total	Right	Thru	Left	U-Tn	Total					
Start Time																									
AM	6:00 AM	24	13	35	0	72	23	138	7	0	168	9	16	17	0	42	27	230	31	0	288	570	456	114	
	7:00 AM	67	15	78	0	160	84	208	14	0	306	23	20	26	0	69	34	326	68	0	428	963	734	229	
	8:00 AM	32	15	27	0	74	35	204	7	0	246	16	21	27	0	64	46	222	24	0	292	676	538	138	
	9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
MD	10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	11:00 AM	76	28	55	0	159	40	230	21	0	291	9	23	51	0	83	68	229	50	0	347	880	638	242	
	12:00 PM	37	30	27	0	94	31	231	16	0	278	18	38	54	0	110	68	215	33	0	316	798	594	204	
	1:00 PM	32	38	31	0	101	39	228	18	0	285	18	30	55	0	103	66	204	37	0	307	796	592	204	
PM	2:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	3:00 PM	49	32	39	0	120	60	226	26	0	312	28	38	51	0	117	100	225	34	0	359	908	671	237	
	4:00 PM	42	39	42	0	123	70	267	23	0	360	14	41	52	0	107	76	257	50	0	383	973	743	230	
	5:00 PM	52	34	41	0	127	71	256	33	0	360	22	36	53	0	111	95	242	50	0	387	985	747	238	
	6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	7:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	8:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	9:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Totals	411	244	375	0	1030	453	1988	165	0	2606	157	263	386	0	806	580	2150	377	0	3107	7549	5713	1836	

Graphical Summary of Hourly Volumes



Intersection Traffic Volume Report

Count Basics			Page 11 of 11
Start Date:	Wednesday, February 12, 2020	Weekday/Weekend	Schools Not in Session
Total Number of Hours Counted:	9	Non-Holiday	No Special Events

15-Minute Pedestrian and Bicyclist Data

Eagle Dr and STH 60

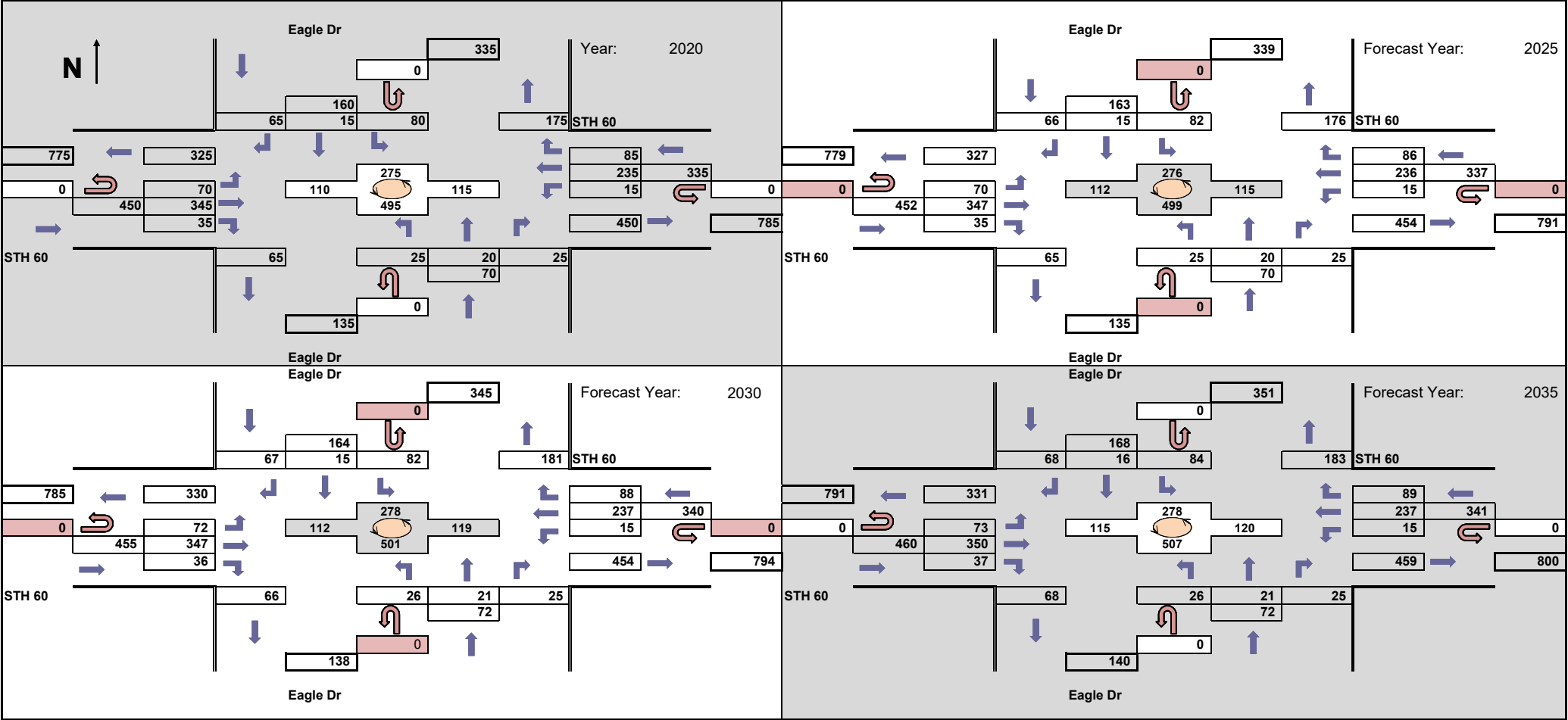


15-Minute Pedestrian and Bicyclist Data

15-Minute Time Period Start Time		Crossing 			Crossing 			Crossing 			Crossing 			15-Min Totals	Hourly Sum
		North Approach			East Approach			South Approach			West Approach				
		Pedestrian	Bicyclist	Total	Pedestrian	Bicyclist	Total	Pedestrian	Bicyclist	Total	Pedestrian	Bicyclist	Total		
AM Peak Period	6:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	6:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	6:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1
	6:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1
	7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1
	7:15 AM	0	0	0	0	0	0	1	0	1	0	0	0	1	1
	7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	9:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	9:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	9:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Midday Peak Period	10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	11:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	3
	11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	3
	11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	3
	12:00 PM	0	0	0	0	0	0	0	0	3	0	3	3	3	3
	12:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	12:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	12:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	2
	1:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	4
	1:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	1:30 PM	0	1	1	0	0	0	0	0	0	1	0	1	2	0
	1:45 PM	0	0	0	0	0	0	0	0	2	0	2	2	2	0
PM Peak Period	2:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	2:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	2:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	2:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	3:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	1
	3:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	2
	4:00 PM	0	0	0	0	0	0	0	0	1	0	1	1	2	2
	4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	1
	4:30 PM	0	0	0	0	0	0	0	0	0	1	1	1	3	3
	4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	2
	5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	2
	5:15 PM	0	0	0	0	1	1	0	1	1	0	0	0	2	0
	5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	6:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	6:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	6:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	7:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	7:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	7:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	7:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	8:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	8:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	8:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	8:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	9:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	9:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	9:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	9:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals		0	1	1	0	1	1	1	1	2	7	1	8	12	

Special Pedestrians

Pedestrian Type	None	1 or 2	A Few	Several	Many	Unknown
Pre-school Children	x					
Elementary School Age Children	x					
Visually Impaired (white cane/helper dog)	x					
Elderly/Disabled (except wheelchairs)	x					
Wheelchairs/Electric Scooters	x					
Other (None)	x					



Project Description

Project ID(s): Jackson TIA

Design Hour: 11:00am-12:00pm

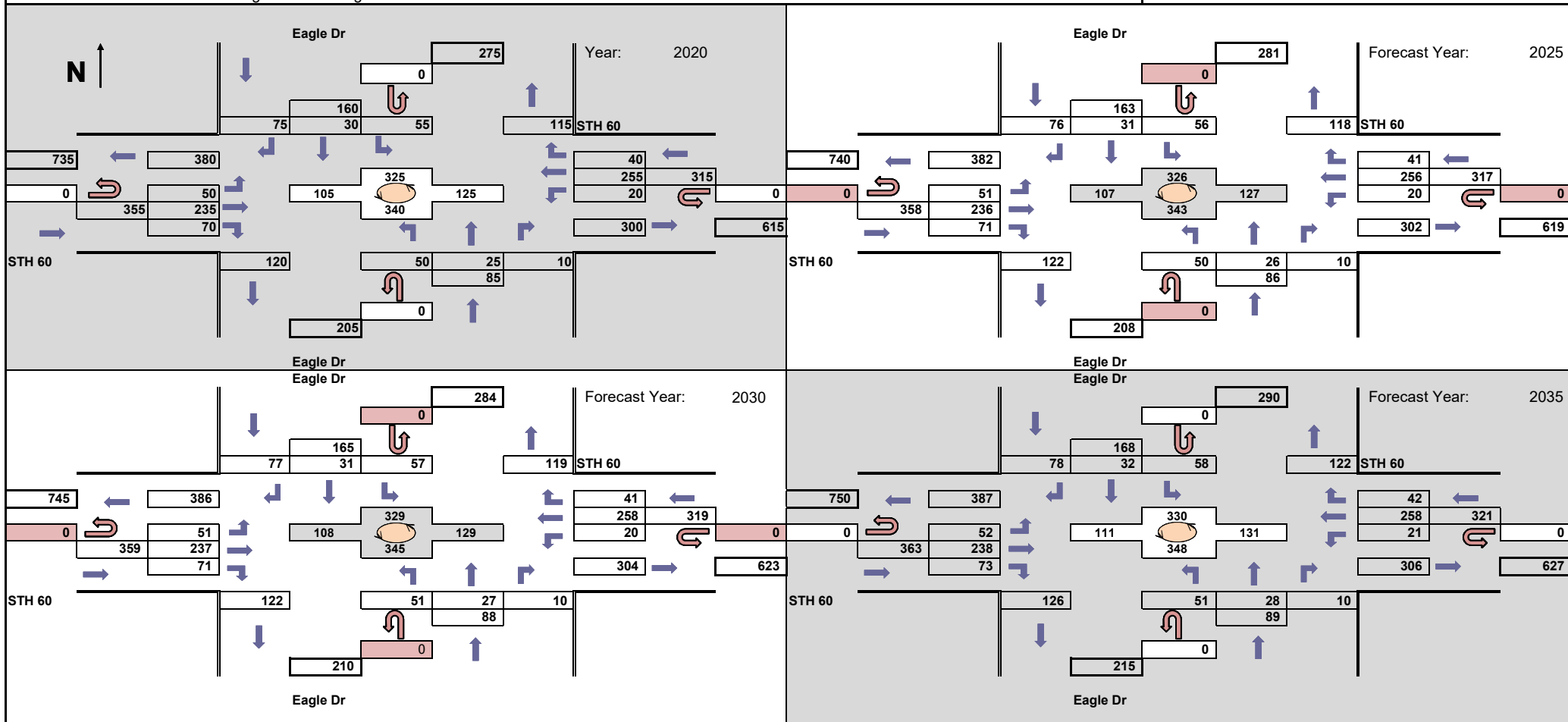
Route(s): STH 60

Forecast Completed: 4/16/2020

Region/COUNTY(IES): SE / Washington

Location: Jackson Dr to Eagle Dr

Design Hour Turning Movement Data



WisDot Southeast Region
Planning Unit 1
Forecast by: Brent DesRoches
Phone: 262-548-5611
Email: brent.desroches@dot.wi.gov

Projected PM Design Hour Traffic Volumes

Design Hour: 4:30-5:30pm

Forecast Completed: 4/16/2020

Project Description

Project ID(s): Jackson TIA
Route(s): STH 60
Region/COUNTY(IES): SE / Washington
Location: Jackson Dr to Eagle Dr

Indicates roundabout

Design Hour Turning Movement Data

The figure displays four traffic volume diagrams for the intersection of Eagle Dr and STH 60, showing projected PM Design Hour Traffic Volumes for the years 2020, 2025, 2030, and 2035. Each diagram includes a north arrow pointing up and a roundabout symbol indicating a roundabout at the intersection. The diagrams are arranged in a 2x2 grid. The top-left diagram is for the year 2020, the top-right for 2025, the bottom-left for 2030, and the bottom-right for 2035. Each diagram shows the intersection of Eagle Dr and STH 60, with traffic flow indicated by arrows and volume numbers in boxes. The diagrams show the intersection of Eagle Dr and STH 60, with traffic flow indicated by arrows and volume numbers in boxes. The diagrams show the intersection of Eagle Dr and STH 60, with traffic flow indicated by arrows and volume numbers in boxes. The diagrams show the intersection of Eagle Dr and STH 60, with traffic flow indicated by arrows and volume numbers in boxes.

Attachment 5 – Predictive Safety Analysis

Interactive Highway Safety Design Model

Crash Prediction Evaluation Report

November 15, 2021

Disclaimer

The Interactive Highway Design Model (IHSDM) software is disseminated under the sponsorship of the Department of Transportation in the interest of information exchange. The United States Government assumes no liability for its content or use thereof. This document does not constitute a standard, specification, or regulation.

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Report Overview

Report Generated: Nov 15, 2021 6:28 PM

Report Template: System: Multi-Page [System] (sscpm2, Jun 24, 2021 3:45 PM)

Evaluation Date: Mon Nov 15 17:55:33 CST 2021

IHSDM Version: v16.0.0 (Sep 30, 2020)

Site Set Crash Prediction Module: v[ModuleInfo.moduleVersion] ([ModuleInfo.moduleDate])

User Name: Matt Flanagan

Organization Name: SRF Consulting Group

Phone: 608.298.5400

E-Mail: mflanagan@srfconsulting.com

Project Title: WIS 60 & Eagle Drive

Project Comment: -

Project Unit System: U.S. Customary

Site Set: No-Build Conditions

Site Set Comment: -

Site Set Version: v1

Evaluation Title: 2025-2034 No Build Conditions - WIS 60 & Eagle Drive

Evaluation Comment: -

Policy for Superelevation: AASHTO 2011 U.S. Customary

Calibration: WisDOTCalibration_v16-0

Crash Distribution: WisDOTDistribution_v16-0

Model/CMF: WisDOTConfiguration_v16-0

Note: A Model Data Set other than the HSM (Highway Safety Manual) Configuration was selected for this Evaluation. If Crash Modification Factors (CMFs) were modified, then the results will not be in accordance with the HSM (see HSM Appendix to Part C, section A.1.3).

First Year of Analysis: 2025

Last Year of Analysis: 2034

Empirical-Bayes Analysis: None

Disclaimer Regarding Crash Prediction Method

IMPORTANT NOTICE ABOUT COMPARING RESULTS FROM HIGHWAY SAFETY MANUAL FIRST EDITION (2010) MODELS TO RESULTS FROM NEW MODELS DEVELOPED UNDER NCHRP PROJECTS 17-70 AND 17-58

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Section Types

Urban Arterial Site Set CPM Evaluation

Site Type

Type: 4ST

Calibration Factor: 1

Table 1. Evaluation and Crash Data (CSD) (if applicable) Intersection Sites

Site No.	Type	Highway	Site Description	Major AADT	Minor AADT	Number of Approaches with Left-Turn Lanes	Number of Approaches with Right-Turn Lanes	Presence of Lighting
1	4ST2x2le5	WIS 60 & Eagle Drive	No-Build Conditions	2025-2034: 7950	2025-2034: 3050	2	1	yes

Table 2. Predicted Crash Frequencies and Rates by Site

Site No.	Type	Highway	Site Description	Total Predicted Crashes for Evaluation Period	Predicted Total Crash Frequency (crashes/yr)	Predicted FI Crash Frequency (crashes/yr)	Predicted PDO Crash Frequency (crashes/yr)	Predicted Intersection Travel Crash Rate (crashes/million veh)	Intersection Crash Rate (crashes/yr)
1	4ST	WIS 60 & Eagle Drive	No-Build Conditions	6.683	0.6683	0.2050	0.4633	0.17	0.6683
		Total	Total	6.683	0.6683	0.2050	0.4633	0.17	0.6683

Table 3. Predicted Crash Frequencies by Year (4ST)

Year	Total Crashes	FI Crashes	Percent FI (%)	PDO Crashes	Percent PDO (%)
2025	0.67	0.20	30.674	0.46	69.326
2026	0.67	0.20	30.674	0.46	69.326
2027	0.67	0.20	30.674	0.46	69.326
2028	0.67	0.20	30.674	0.46	69.326
2029	0.67	0.20	30.674	0.46	69.326
2030	0.67	0.20	30.674	0.46	69.326
2031	0.67	0.20	30.674	0.46	69.326
2032	0.67	0.20	30.674	0.46	69.326
2033	0.67	0.20	30.674	0.46	69.326
2034	0.67	0.20	30.674	0.46	69.326
Total	6.68	2.05	30.674	4.63	69.326
Average	0.67	0.20	30.674	0.46	69.326

Note: *Fatal and Injury Crashes* and *Property Damage Only Crashes* do not necessarily sum up to *Total Crashes* because the distribution of these three crashes had been derived independently.

Table 4. Predicted 4ST Crash Type Distribution

Element Type	Crash Type	Fatal and Injury		Property Damage Only		Total	
		Crashes	Crashes (%)	Crashes	Crashes (%)	Crashes	Crashes (%)
Intersection	Collision with Animal	0.00	0.0	0.02	0.4	0.02	0.4
Intersection	Collision with Bicycle	0.12	2.3	0.00	0.0	0.12	2.3
Intersection	Collision with Fixed Object	0.00	0.0	0.00	0.0	0.00	0.0
Intersection	Non-Collision	0.00	0.0	0.00	0.0	0.00	0.0
Intersection	Collision with Other Object	0.00	0.0	0.00	0.0	0.00	0.0
Intersection	Other Single-vehicle Collision	0.02	0.5	0.13	2.6	0.15	3.1
Intersection	Collision with Parked Vehicle	0.00	0.0	0.00	0.0	0.00	0.0
Intersection	Collision with Pedestrian	0.14	2.9	0.00	0.0	0.14	2.9
Intersection	Total Intersection Single Vehicle Crashes	0.28	5.7	0.14	2.9	0.43	8.7
Intersection	Angle Collision	0.78	15.7	1.26	25.6	2.04	41.3
Intersection	Head-on Collision	0.00	0.0	0.00	0.0	0.00	0.0
Intersection	Other Multi-vehicle Collision	0.03	0.6	0.07	1.5	0.10	2.1
Intersection	Rear-end Collision	0.46	9.2	1.05	21.3	1.50	30.5
Intersection	Sideswipe	0.13	2.5	0.73	14.8	0.86	17.4
Intersection	Total Intersection Multiple Vehicle Crashes	1.39	28.1	3.12	63.2	4.50	91.3
Intersection	Total Intersection Crashes	1.67	33.8	3.26	66.2	4.93	100.0
	Total Crashes	1.67	33.8	3.26	66.2	4.93	100.0

Note: *Fatal and Injury Crashes* and *Property Damage Only Crashes* do not necessarily sum up to *Total Crashes* because the distribution of these three crashes had been derived independently.

Interactive Highway Safety Design Model

Crash Prediction Evaluation Report

November 30, 2021

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Report Overview

Report Generated: Nov 30, 2021 2:14 PM

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Evaluation Date: Tue Nov 30 13:02:41 CST 2021

IHSDM Version: v16.0.0 (Sep 30, 2020)

Site Set Crash Prediction Module: v[ModuleInfo.moduleVersion] ([ModuleInfo.moduleDate])

User Name: Matt Flanagan

Organization Name: SRF Consulting Group

Phone: 608.298.5400

E-Mail: mflanagan@srfconsulting.com

Project Title: WIS 60 & Eagle Drive

Project Comment: -

Project Unit System: U.S. Customary

Site Set: Build - Signal

Site Set Comment: -

Site Set Version: v1

Evaluation Title: 2025-2034 Build Signal - WIS 65 & Eagle Drive

Evaluation Comment: Created Tue Nov 30 13:02:31 CST 2021

Policy for Superelevation: AASHTO 2011 U.S. Customary

Calibration: WisDOTCalibration_v16-0

Crash Distribution: WisDOTDistribution_v16-0

Model/CMF: WisDOTConfiguration_v16-0

Note: A Model Data Set other than the HSM (Highway Safety Manual) Configuration was selected for this Evaluation. If Crash Modification Factors (CMFs) were modified, then the results will not be in accordance with the HSM (see HSM Appendix to Part C, section A.1.3).

First Year of Analysis: 2025

Last Year of Analysis: 2034

Empirical-Bayes Analysis: None

Disclaimer Regarding Crash Prediction Method

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Section Types

Urban Arterial Site Set CPM Evaluation

Site Type

Type: 4SG

Calibration Factor: 1

Table 1. Evaluation and Crash Data (CSD) (if applicable) Intersection Sites

Site No.	Type	Highway	Site Description	Major AADT	Minor AADT	Number of Approaches with Left-Turn Lanes	Number of Approaches with Right-Turn Lanes	Presence of Lighting	Number of Approaches with Permissive Left-Turn Phasing	Number of Approaches with Permissive/Protected or Protected/Permissive Left-Turn Phasing	Number of Approaches with Protected Left-Turn Phasing	Number of Approaches on which Right Turn on Red is Prohibited	Presence of Red-Light Cameras	Pedestrian Volumes Crossing all Intersection Legs (crossings/day)	Max. Number of Lanes Crossed by Pedestrians	Number of Bus Stops within 1000 ft of Intersection	Number of Schools within 1000 ft of Intersection	Number of Alcohol Sales Establishments within 1000 ft of Intersection
1	4SG2x2Le5	WIS 60 & Eagle Drive	Build - Signal	2025: 8140; 2026: 8172; 2027: 8204; 2028: 8236; 2029-2034: 8268	2025: 3123; 2026: 3135; 2027: 3147; 2028: 3159; 2029-2034: 3172	2	2	yes	4	0	0	0	no	50	4	0	0	0

Table 2. Predicted Crash Frequencies and Rates by Site

Site No.	Type	Highway	Site Description	Total Predicted Crashes for Evaluation Period	Predicted Total Crash Frequency (crashes/yr)	Predicted FI Crash Frequency (crashes/yr)	Predicted PDO Crash Frequency (crashes/yr)	Predicted Intersection Travel Crash Rate (crashes/million veh)	Intersection Crash Rate (crashes/yr)
1	4SG	WIS 60 & Eagle Drive	Build - Signal	16.713	1.6713	0.4950	1.1763	0.40	1.6713
		Total	Total	16.713	1.6713	0.4950	1.1763	0.40	1.6713

Table 3. Predicted Crash Frequencies by Year (4SG)

Year	Total Crashes	FI Crashes	Percent FI (%)	PDO Crashes	Percent PDO (%)
2025	1.65	0.49	29.591	1.16	70.409
2026	1.66	0.49	29.600	1.17	70.400
2027	1.66	0.49	29.609	1.17	70.391
2028	1.67	0.49	29.618	1.18	70.382
2029	1.68	0.50	29.627	1.18	70.373
2030	1.68	0.50	29.627	1.18	70.373
2031	1.68	0.50	29.627	1.18	70.373
2032	1.68	0.50	29.627	1.18	70.373
2033	1.68	0.50	29.627	1.18	70.373
2034	1.68	0.50	29.627	1.18	70.373
Total	16.71	4.95	29.618	11.76	70.382
Average	1.67	0.49	29.618	1.18	70.382

Note: Fatal and Injury Crashes and Property Damage Only Crashes do not necessarily sum up to Total Crashes because the distribution of these three crashes had been derived

independently.

Table 4. Predicted 4SG Crash Type Distribution

Element Type	Crash Type	Fatal and Injury		Property Damage Only		Total	
		Crashes	Crashes (%)	Crashes	Crashes (%)	Crashes	Crashes (%)
Intersection	Collision with Animal	0.00	0.0	0.02	0.1	0.02	0.1
Intersection	Collision with Bicycle	0.24	1.6	0.00	0.0	0.24	1.6
Intersection	Collision with Fixed Object	0.00	0.0	0.00	0.0	0.00	0.0
Intersection	Non-Collision	0.00	0.0	0.00	0.0	0.00	0.0
Intersection	Collision with Other Object	0.00	0.0	0.00	0.0	0.00	0.0
Intersection	Other Single-vehicle Collision	0.01	0.0	0.02	0.2	0.03	0.2
Intersection	Collision with Parked Vehicle	0.00	0.0	0.00	0.0	0.00	0.0
Intersection	Collision with Pedestrian	0.16	1.1	0.00	0.0	0.16	1.1
Intersection	Total Intersection Single Vehicle Crashes	0.41	2.8	0.05	0.3	0.46	3.1
Intersection	Angle Collision	1.85	12.4	3.21	21.6	5.06	34.1
Intersection	Head-on Collision	0.00	0.0	0.00	0.0	0.00	0.0
Intersection	Other Multi-vehicle Collision	0.10	0.7	0.92	6.2	1.01	6.8
Intersection	Rear-end Collision	2.07	13.9	4.20	28.3	6.26	42.2
Intersection	Sideswipe	0.19	1.3	1.87	12.6	2.05	13.8
Intersection	Total Intersection Multiple Vehicle Crashes	4.20	28.3	10.19	68.6	14.39	96.9
Intersection	Total Intersection Crashes	4.61	31.1	10.23	68.9	14.85	100.0
	Total Crashes	4.61	31.1	10.23	68.9	14.85	100.0

Note: *Fatal and Injury Crashes* and *Property Damage Only Crashes* do not necessarily sum up to *Total Crashes* because the distribution of these three crashes had been derived independently.

Interactive Highway Safety Design Model

Crash Prediction Evaluation Report

November 30, 2021

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Report Overview

Report Generated: Nov 30, 2021 11:40 AM

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Evaluation Date: Tue Nov 30 11:30:31 CST 2021

IHSDM Version: v16.0.0 (Sep 30, 2020)

Site Set Crash Prediction Module: v[ModuleInfo.moduleVersion] ([ModuleInfo.moduleDate])

User Name: Matt Flanagan

Organization Name: SRF Consulting Group

Phone: 608.298.5400

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Project Title: WIS 60 & Eagle Drive

Project Comment: -

Project Unit System: U.S. Customary

Site Set: Build - RAB

Site Set Comment: -

Site Set Version: v3

Evaluation Title: 2025-2034 Build RAB - WIS 60 & Eagle Drive

Evaluation Comment: Created Tue Nov 30 11:30:16 CST 2021

Policy for Superelevation: AASHTO 2011 U.S. Customary

Calibration: WisDOTCalibration_v16-0

Crash Distribution: WisDOTDistribution_v16-0

Model/CMF: WisDOTConfiguration_v16-0

Note: A Model Data Set other than the HSM (Highway Safety Manual) Configuration was selected for this Evaluation. If Crash Modification Factors (CMFs) were modified, then the results will not be in accordance with the HSM (see HSM Appendix to Part C, section A.1.3).

First Year of Analysis: 2025

Last Year of Analysis: 2034

Empirical-Bayes Analysis: None

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Section Types

Roundabout Site Set CPM Evaluation

Site Type

Type: Roundabout USA 41R

Calibration Factor: USA 41R = 1.0

Table 1. Evaluation and Crash Data (CSD) (if applicable) Roundabout - Homogeneous Sites

Site No.	Type	Roundabout	Site Description	Area Type	Entering AADT
1	41R - Roundabout with 4 legs and a single circulating lane	WIS 60 & Eagle Drive	Build RAB	Urban	Leg 1:2025: 2213; 2026: 2222; 2027: 2230; 2028: 2239; 2029-2034: 2248; Leg 2:2025: 3538; 2026: 3552; 2027: 3566; 2028: 3580; 2029-2034: 3594; Leg 3:2025: 675; 2026: 678; 2027: 680; 2028: 683; 2029-2034: 686; Leg 4:2025: 4899; 2026: 4918; 2027: 4937; 2028: 4956; 2029-2034: 4976

Table 2. Predicted Crash Frequencies and Rates by Site

Site No.	Type	Roundabout	Site Description	Total Predicted Crashes for Evaluation Period	Predicted Total Crash Frequency (crashes/yr)	Predicted FI Crash Frequency (crashes/yr)	Predicted PDO Crash Frequency (crashes/yr)	Predicted Intersection Travel Crash Rate (crashes/million veh)	Intersection Crash Rate (crashes/yr)
1	41R - Roundabout with 4 legs and a single circulating lane	WIS 60 & Eagle Drive	Build RAB	28.813	2.8813	0.4348	2.4465	1.38	2.8813
		Total	Total	28.813	2.8813	0.4348	2.4465	1.38	2.8813

Table 3. Predicted Crash Frequencies by Year (Roundabout USA 41R)

Year	Total Crashes	FI Crashes	Percent FI (%)	PDO Crashes	Percent PDO (%)
2025	2.86	0.43	15.060	2.43	84.940
2026	2.87	0.43	15.070	2.43	84.930
2027	2.87	0.43	15.081	2.44	84.919
2028	2.88	0.43	15.091	2.45	84.909
2029	2.89	0.44	15.102	2.45	84.898
2030	2.89	0.44	15.102	2.45	84.898
2031	2.89	0.44	15.102	2.45	84.898
2032	2.89	0.44	15.102	2.45	84.898
2033	2.89	0.44	15.102	2.45	84.898
2034	2.89	0.44	15.102	2.45	84.898
Total	28.81	4.35	15.092	24.46	84.908
Average	2.88	0.43	15.092	2.45	84.908

Note: *Fatal and Injury Crashes* and *Property Damage Only Crashes* do not necessarily sum up to *Total Crashes* because the distribution of these three crashes had been derived independently.

Table 4. Predicted Roundabout USA 41R Crash Severity

Site No.	Fatal (K) Crashes (crashes)	Incapacitating Injury (A) Crashes (crashes)	Non-Incapacitating Injury (B) Crashes (crashes)	Possible Injury (C) Crashes (crashes)	No Injury (O) Crashes (crashes)
1	0.0152	0.2428	1.6531	2.4374	24.4650
Total	0.0152	0.2428	1.6531	2.4374	24.4650

Table 5. Predicted Roundabout USA 41R Crash Type Distribution

Element Type	Crash Type	FI Crashes	Percent FI (%)	PDO Crashes	Percent PDO (%)	Total Crashes	Percent Total (%)
Intersection	Collision with Animal	0.00	0.0	0.11	0.4	0.11	0.4
Intersection	Collision with Fixed Object	0.94	3.3	8.82	30.7	9.77	33.9
Intersection	Collision with Other Object	0.04	0.1	0.04	0.1	0.08	0.3
Intersection	Other Single-vehicle Collision	1.07	3.7	1.44	5.0	2.50	8.7
Intersection	Collision with Parked Vehicle	0.00	0.0	0.04	0.1	0.04	0.1
Intersection	Total Single Vehicle Crashes	2.05	7.1	10.44	36.3	12.49	43.4
Intersection	Angle Collision	0.53	1.9	4.02	14.0	4.55	15.8
Intersection	Head-on Collision	0.00	0.0	0.07	0.2	0.07	0.2
Intersection	Other Multiple-vehicle Collision	0.04	0.1	0.07	0.2	0.11	0.4
Intersection	Rear-end Collision	1.07	3.7	4.92	17.1	5.98	20.8
Intersection	Sideswipe	0.61	2.1	4.95	17.2	5.57	19.3
Intersection	Total Multiple Vehicle Crashes	2.26	7.8	14.03	48.7	16.28	56.6
Intersection	Total Intersection Crashes	4.31	15.0	24.46	85.0	28.77	100.0
	Total Crashes	4.31	15.0	24.46	85.0	28.77	100.0

Note: *Fatal and Injury Crashes* and *Property Damage Only Crashes* do not necessarily sum up to *Total Crashes* because the distribution of these three crashes had been derived independently.

Attachment 6 – Traffic Operations Outputs

Intersection												
Int Delay, s/veh	6.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	70	345	35	15	235	85	25	20	25	80	15	65
Future Vol, veh/h	70	345	35	15	235	85	25	20	25	80	15	65
Conflicting Peds, #/hr	0	0	1	1	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	175	-	-	150	-	125	-	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	84	84	84	84	84	84	84	84	84	84	84	84
Heavy Vehicles, %	6	6	6	4	4	4	7	7	7	6	6	6
Mvmt Flow	83	411	42	18	280	101	30	24	30	95	18	77

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	381	0	0	454	0	0	1013	1016	433	941	936	280
Stage 1	-	-	-	-	-	-	599	599	-	316	316	-
Stage 2	-	-	-	-	-	-	414	417	-	625	620	-
Critical Hdwy	4.16	-	-	4.14	-	-	7.17	6.57	6.27	7.16	6.56	6.26
Critical Hdwy Stg 1	-	-	-	-	-	-	6.17	5.57	-	6.16	5.56	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.17	5.57	-	6.16	5.56	-
Follow-up Hdwy	2.254	-	-	2.236	-	-	3.563	4.063	3.363	3.554	4.054	3.354
Pot Cap-1 Maneuver	1156	-	-	1096	-	-	213	233	612	239	261	749
Stage 1	-	-	-	-	-	-	480	483	-	687	648	-
Stage 2	-	-	-	-	-	-	606	583	-	466	474	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1156	-	-	1095	-	-	168	212	611	194	238	749
Mov Cap-2 Maneuver	-	-	-	-	-	-	168	212	-	194	238	-
Stage 1	-	-	-	-	-	-	445	448	-	638	638	-
Stage 2	-	-	-	-	-	-	520	574	-	390	439	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	1.3	0.4	27	26.7
HCM LOS			D	D

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	246	1156	-	-	1095	-	-	194	534
HCM Lane V/C Ratio	0.339	0.072	-	-	0.016	-	-	0.491	0.178
HCM Control Delay (s)	27	8.4	-	-	8.3	-	-	40.2	13.2
HCM Lane LOS	D	A	-	-	A	-	-	E	B
HCM 95th %tile Q(veh)	1.4	0.2	-	-	0.1	-	-	2.4	0.6

Intersection												
Int Delay, s/veh	11.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	55	275	100	35	310	80	50	40	20	55	35	55
Future Vol, veh/h	55	275	100	35	310	80	50	40	20	55	35	55
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	175	-	-	150	-	125	-	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	82	82	82	82	82	82	82	82	82	82	82	82
Heavy Vehicles, %	2	2	2	2	2	2	1	1	1	1	1	1
Mvmt Flow	67	335	122	43	378	98	61	49	24	67	43	67
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	476	0	0	457	0	0	1098	1092	396	1031	1055	378
Stage 1	-	-	-	-	-	-	530	530	-	464	464	-
Stage 2	-	-	-	-	-	-	568	562	-	567	591	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.11	6.51	6.21	7.11	6.51	6.21
Critical Hdwy Stg 1	-	-	-	-	-	-	6.11	5.51	-	6.11	5.51	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.11	5.51	-	6.11	5.51	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.509	4.009	3.309	3.509	4.009	3.309
Pot Cap-1 Maneuver	1086	-	-	1104	-	-	191	215	656	212	227	671
Stage 1	-	-	-	-	-	-	534	528	-	580	565	-
Stage 2	-	-	-	-	-	-	509	511	-	510	496	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1086	-	-	1104	-	-	134	194	656	153	205	671
Mov Cap-2 Maneuver	-	-	-	-	-	-	134	194	-	153	205	-
Stage 1	-	-	-	-	-	-	501	495	-	544	543	-
Stage 2	-	-	-	-	-	-	406	491	-	415	465	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	1.1			0.7			67.6			29.5		
HCM LOS							F			D		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2			
Capacity (veh/h)	180	1086	-	-	1104	-	-	153	356			
HCM Lane V/C Ratio	0.745	0.062	-	-	0.039	-	-	0.438	0.308			
HCM Control Delay (s)	67.6	8.5	-	-	8.4	-	-	45.7	19.6			
HCM Lane LOS	F	A	-	-	A	-	-	E	C			
HCM 95th %tile Q(veh)	4.8	0.2	-	-	0.1	-	-	2	1.3			

Intersection												
Int Delay, s/veh	11.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	75	395	40	30	285	90	30	25	40	80	15	75
Future Vol, veh/h	75	395	40	30	285	90	30	25	40	80	15	75
Conflicting Peds, #/hr	0	0	1	1	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	175	-	-	150	-	125	-	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	84	84	84	84	84	84	84	84	84	84	84	84
Heavy Vehicles, %	6	6	6	4	4	4	7	7	7	6	6	6
Mvmt Flow	89	470	48	36	339	107	36	30	48	95	18	89
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	446	0	0	519	0	0	1191	1191	495	1122	1108	339
Stage 1	-	-	-	-	-	-	673	673	-	411	411	-
Stage 2	-	-	-	-	-	-	518	518	-	711	697	-
Critical Hdwy	4.16	-	-	4.14	-	-	7.17	6.57	6.27	7.16	6.56	6.26
Critical Hdwy Stg 1	-	-	-	-	-	-	6.17	5.57	-	6.16	5.56	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.17	5.57	-	6.16	5.56	-
Follow-up Hdwy	2.254	-	-	2.236	-	-	3.563	4.063	3.363	3.554	4.054	3.354
Pot Cap-1 Maneuver	1093	-	-	1037	-	-	160	183	565	180	206	694
Stage 1	-	-	-	-	-	-	437	446	-	610	588	-
Stage 2	-	-	-	-	-	-	531	525	-	418	437	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1093	-	-	1036	-	-	118	162	564	130	183	694
Mov Cap-2 Maneuver	-	-	-	-	-	-	118	162	-	130	183	-
Stage 1	-	-	-	-	-	-	401	409	-	561	567	-
Stage 2	-	-	-	-	-	-	433	507	-	326	401	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	1.3			0.6			44.9			48		
HCM LOS							E			E		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2			
Capacity (veh/h)	198	1093	-	-	1036	-	-	130	474			
HCM Lane V/C Ratio	0.571	0.082	-	-	0.034	-	-	0.733	0.226			
HCM Control Delay (s)	44.9	8.6	-	-	8.6	-	-	85.4	14.8			
HCM Lane LOS	E	A	-	-	A	-	-	F	B			
HCM 95th %tile Q(veh)	3.1	0.3	-	-	0.1	-	-	4.2	0.9			

Intersection												
Int Delay, s/veh	61.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	60	340	130	65	355	85	75	45	40	60	40	55
Future Vol, veh/h	60	340	130	65	355	85	75	45	40	60	40	55
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	175	-	-	150	-	125	-	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	82	82	82	82	82	82	82	82	82	82	82	82
Heavy Vehicles, %	2	2	2	2	2	2	1	1	1	1	1	1
Mvmt Flow	73	415	159	79	433	104	91	55	49	73	49	67
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	537	0	0	574	0	0	1342	1336	495	1284	1311	433
Stage 1	-	-	-	-	-	-	641	641	-	591	591	-
Stage 2	-	-	-	-	-	-	701	695	-	693	720	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.11	6.51	6.21	7.11	6.51	6.21
Critical Hdwy Stg 1	-	-	-	-	-	-	6.11	5.51	-	6.11	5.51	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.11	5.51	-	6.11	5.51	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.509	4.009	3.309	3.509	4.009	3.309
Pot Cap-1 Maneuver	1031	-	-	999	-	-	130	154	577	142	160	625
Stage 1	-	-	-	-	-	-	465	471	-	495	496	-
Stage 2	-	-	-	-	-	-	431	445	-	435	434	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1031	-	-	999	-	-	~ 75	132	577	79	137	625
Mov Cap-2 Maneuver	-	-	-	-	-	-	~ 75	132	-	79	137	-
Stage 1	-	-	-	-	-	-	432	438	-	460	457	-
Stage 2	-	-	-	-	-	-	317	410	-	324	403	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	1			1.1			\$ 427.3			86.1		
HCM LOS							F			F		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2			
Capacity (veh/h)	113	1031	-	-	999	-	-	79	250			
HCM Lane V/C Ratio	1.727	0.071	-	-	0.079	-	-	0.926	0.463			
HCM Control Delay (s)	\$ 427.3	8.8	-	-	8.9	-	-	172.8	31.3			
HCM Lane LOS	F	A	-	-	A	-	-	F	D			
HCM 95th %tile Q(veh)	15.1	0.2	-	-	0.3	-	-	4.9	2.3			
Notes												
~: Volume exceeds capacity		\$: Delay exceeds 300s		+: Computation Not Defined		*: All major volume in platoon						

HCM 6th Signalized Intersection Summary 6: Eagle Dr & WIS 60

2035 Build Signal Conditions - AM

Phase II ICE

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	75	395	40	30	285	90	30	25	40	80	15	75
Future Volume (veh/h)	75	395	40	30	285	90	30	25	40	80	15	75
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1811	1673	1673	1841	1736	1841	1654	1654	1654	1811	1668	1668
Adj Flow Rate, veh/h	89	470	48	36	339	107	36	30	48	95	18	89
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Percent Heavy Veh, %	6	6	6	4	4	4	7	7	7	6	6	6
Cap, veh/h	595	702	72	480	816	732	235	79	93	455	57	248
Arrive On Green	0.47	0.47	0.47	0.47	0.47	0.47	0.18	0.18	0.18	0.18	0.18	0.18
Sat Flow, veh/h	914	1493	152	869	1736	1558	277	451	530	1105	322	1414
Grp Volume(v), veh/h	89	0	518	36	339	107	114	0	0	113	0	89
Grp Sat Flow(s),veh/h/ln	914	0	1645	869	1736	1558	1258	0	0	1427	0	1414
Q Serve(g_s), s	1.8	0.0	6.2	0.8	3.3	1.0	0.7	0.0	0.0	0.0	0.0	1.4
Cycle Q Clear(g_c), s	5.1	0.0	6.2	7.0	3.3	1.0	2.3	0.0	0.0	1.6	0.0	1.4
Prop In Lane	1.00		0.09	1.00		1.00	0.32		0.42	0.84		1.00
Lane Grp Cap(c), veh/h	595	0	773	480	816	732	407	0	0	511	0	248
V/C Ratio(X)	0.15	0.00	0.67	0.07	0.42	0.15	0.28	0.00	0.00	0.22	0.00	0.36
Avail Cap(c_a), veh/h	1083	0	1652	944	1743	1564	1531	0	0	1535	0	1419
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	6.1	0.0	5.2	7.9	4.4	3.8	9.5	0.0	0.0	9.3	0.0	9.2
Incr Delay (d2), s/veh	0.1	0.0	1.0	0.1	0.3	0.1	0.4	0.0	0.0	0.2	0.0	0.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	0.3	0.0	1.6	0.2	0.6	0.2	0.8	0.0	0.0	0.7	0.0	0.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	6.2	0.0	6.2	8.0	4.8	3.9	9.9	0.0	0.0	9.5	0.0	10.1
LnGrp LOS	A	A	A	A	A	A	A	A	A	A	A	B
Approach Vol, veh/h	607			482			114			202		
Approach Delay, s/veh	6.2			4.8			9.9			9.8		
Approach LOS	A			A			A			A		
Timer - Assigned Phs	2			4			6			8		
Phs Duration (G+Y+Rc), s	9.0			16.4			9.0			16.4		
Change Period (Y+Rc), s	4.5			4.5			4.5			4.5		
Max Green Setting (Gmax), s	25.5			25.5			25.5			25.5		
Max Q Clear Time (g_c+I1), s	4.3			8.2			3.6			9.0		
Green Ext Time (p_c), s	0.6			3.7			0.9			2.3		
Intersection Summary												
HCM 6th Ctrl Delay	6.5											
HCM 6th LOS	A											

HCM 6th Signalized Intersection Summary 6: Eagle Dr & WIS 60

2035 Build Signal Conditions - PM

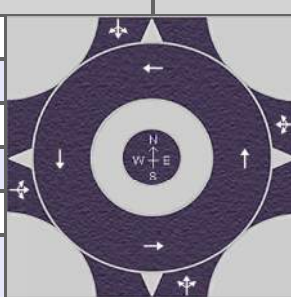
Phase II ICE

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	60	340	130	65	355	85	75	45	40	60	40	55
Future Volume (veh/h)	60	340	130	65	355	85	75	45	40	60	40	55
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.98	1.00		0.98	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1728	1728	1870	1764	1870	1736	1736	1736	1885	1736	1736
Adj Flow Rate, veh/h	73	415	159	79	433	104	91	55	49	73	49	67
Peak Hour Factor	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82
Percent Heavy Veh, %	2	2	2	2	2	2	1	1	1	1	1	1
Cap, veh/h	513	593	227	415	880	774	268	117	75	347	183	330
Arrive On Green	0.50	0.50	0.50	0.50	0.50	0.50	0.22	0.22	0.22	0.22	0.22	0.22
Sat Flow, veh/h	868	1190	456	839	1764	1552	470	523	333	756	815	1471
Grp Volume(v), veh/h	73	0	574	79	433	104	195	0	0	122	0	67
Grp Sat Flow(s),veh/h/ln	868	0	1646	839	1764	1552	1327	0	0	1571	0	1471
Q Serve(g_s), s	2.0	0.0	8.7	2.6	5.3	1.2	2.5	0.0	0.0	0.0	0.0	1.2
Cycle Q Clear(g_c), s	7.3	0.0	8.7	11.3	5.3	1.2	4.4	0.0	0.0	1.9	0.0	1.2
Prop In Lane	1.00		0.28	1.00		1.00	0.47		0.25	0.60		1.00
Lane Grp Cap(c), veh/h	513	0	821	415	880	774	460	0	0	530	0	330
V/C Ratio(X)	0.14	0.00	0.70	0.19	0.49	0.13	0.42	0.00	0.00	0.23	0.00	0.20
Avail Cap(c_a), veh/h	787	0	1341	680	1438	1265	1184	0	0	1254	0	1109
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	7.8	0.0	6.3	10.6	5.4	4.4	11.5	0.0	0.0	10.5	0.0	10.2
Incr Delay (d2), s/veh	0.1	0.0	1.1	0.2	0.4	0.1	0.6	0.0	0.0	0.2	0.0	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	0.5	0.0	3.0	0.7	1.6	0.3	1.9	0.0	0.0	1.1	0.0	0.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	8.0	0.0	7.4	10.9	5.8	4.5	12.1	0.0	0.0	10.7	0.0	10.5
LnGrp LOS	A	A	A	B	A	A	B	A	A	B	A	B
Approach Vol, veh/h	647			616			195			189		
Approach Delay, s/veh	7.4			6.3			12.1			10.7		
Approach LOS	A			A			B			B		
Timer - Assigned Phs	2			4			6			8		
Phs Duration (G+Y+Rc), s	11.8			20.7			11.8			20.7		
Change Period (Y+Rc), s	4.5			4.5			4.5			4.5		
Max Green Setting (Gmax), s	24.5			26.5			24.5			26.5		
Max Q Clear Time (g_c+I1), s	6.4			10.7			3.9			13.3		
Green Ext Time (p_c), s	1.1			4.0			0.9			2.9		
Intersection Summary												
HCM 6th Ctrl Delay	7.9											
HCM 6th LOS	A											

HCS7 Roundabouts Report

General Information

Analyst	Matt Flanagan
Agency or Co.	SRF Consulting
Date Performed	11/12/2021
Analysis Year	2035
Time Analyzed	AM Peak
Project Description	Phase II ICE



Site Information

Intersection	WIS 60 & Eagle Drive
E/W Street Name	WIS 60
N/S Street Name	Eagle Drive
Analysis Time Period (hrs)	0.25
Peak Hour Factor	0.84
Jurisdiction	-

Volume Adjustments and Site Characteristics

Approach	EB				WB				NB				SB			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Number of Lanes (N)	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0
Lane Assignment	LTR				LTR				LTR				LTR			
Volume (V), veh/h	0	75	395	40	0	30	285	90	0	30	25	40	0	80	15	75
Percent Heavy Vehicles, %	6	6	6	6	4	4	4	4	7	7	7	7	6	6	6	6
Flow Rate (V_{PCE}), pc/h	0	95	498	50	0	37	353	111	0	38	32	51	0	101	19	95
Right-Turn Bypass	None				None				None				None			
Conflicting Lanes	1				1				1				1			
Pedestrians Crossing, p/h	0				0				0				0			

Critical and Follow-Up Headway Adjustment

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Critical Headway (s)		4.7000			4.7000			4.7000			4.7000	
Follow-Up Headway (s)		2.6000			2.6000			2.6000			2.6000	

Flow Computations, Capacity and v/c Ratios

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Entry Flow (v_e), pc/h		643			501			121			215	
Entry Volume, veh/h		607			482			113			203	
Circulating Flow (v_c), pc/h	157			165			694			428		
Exiting Flow (v_{ex}), pc/h	650			486			238			106		
Capacity (C_{PCE}), pc/h		1194			1185			719			924	
Capacity (c), veh/h		1126			1139			672			872	
v/c Ratio (x)		0.54			0.42			0.17			0.23	

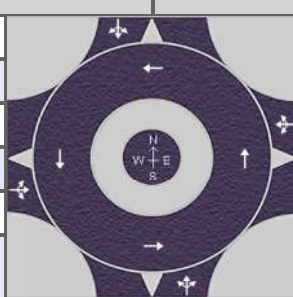
Delay and Level of Service

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Lane Control Delay (d), s/veh		9.6			7.6			7.3			6.5	
Lane LOS		A			A			A			A	
95% Queue, veh		3.3			2.1			0.6			0.9	
Approach Delay, s/veh	9.6			7.6			7.3			6.5		
Approach LOS	A			A			A			A		
Intersection Delay, s/veh LOS	8.3						A					

HCS7 Roundabouts Report

General Information

Analyst	Matt Flanagan
Agency or Co.	SRF Consulting
Date Performed	11/12/2021
Analysis Year	2035
Time Analyzed	PM Peak
Project Description	Phase II ICE



Site Information

Intersection	WIS 60 & Eagle Drive
E/W Street Name	WIS 60
N/S Street Name	Eagle Drive
Analysis Time Period (hrs)	0.25
Peak Hour Factor	0.82
Jurisdiction	-

Volume Adjustments and Site Characteristics

Approach	EB				WB				NB				SB			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Number of Lanes (N)	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0
Lane Assignment	LTR				LTR				LTR				LTR			
Volume (V), veh/h	0	60	340	130	0	65	355	85	0	75	45	40	0	60	40	55
Percent Heavy Vehicles, %	2	2	2	2	2	2	2	2	1	1	1	1	1	1	1	1
Flow Rate (V_{PCE}), pc/h	0	75	423	162	0	81	442	106	0	92	55	49	0	74	49	68
Right-Turn Bypass	None				None				None				None			
Conflicting Lanes	1				1				1				1			
Pedestrians Crossing, p/h	0				0				0				0			

Critical and Follow-Up Headway Adjustment

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Critical Headway (s)		4.7000			4.7000			4.7000			4.7000	
Follow-Up Headway (s)		2.6000			2.6000			2.6000			2.6000	

Flow Computations, Capacity and v/c Ratios

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Entry Flow (v_e), pc/h		660			629			196			191	
Entry Volume, veh/h		647			617			194			189	
Circulating Flow (v_c), pc/h	204			222			572			615		
Exiting Flow (v_{ex}), pc/h	546			602			236			292		
Capacity (C_{PCE}), pc/h		1142			1123			807			775	
Capacity (c), veh/h		1120			1101			799			767	
v/c Ratio (x)		0.58			0.56			0.24			0.25	

Delay and Level of Service

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Lane Control Delay (d), s/veh		10.4			10.2			7.2			7.5	
Lane LOS		B			B			A			A	
95% Queue, veh		3.9			3.6			1.0			1.0	
Approach Delay, s/veh	10.4			10.2			7.2			7.5		
Approach LOS	B			B			A			A		
Intersection Delay, s/veh LOS	9.6						A					

Attachment 7 – Traffic Signal Warrant Analysis Worksheets

Wisconsin Department of Transportation Traffic Signal Warrant

Summary Worksheet

100%

The Worksheet(s) attached are provided as an attachment to the Engineering Investigation Study for:

Intersection: WIS 60 and Eagle Drive

County: Washington

Village: Jackson

Major Street: WIS 60

Critical Approach Speed: 25 mph

Lanes: 1 lane

Minor Street: Eagle Drive

Critical Approach Speed: 25 mph

Lanes: 1 lane

% Right Turns Included

From North (SB) 100%

From East (WB) 0%

From South (NB) 100%

From West (EB) 100%

In built-up area of isolated community of < 10,000 population? No

Total number of approaches at intersection? 4 or more

If it is a "T" intersection, inflate minor threshold to 150%?

Manually set volume level? No

Analysis based on PROJECTED volume data.

Forecast Year	Within 5 Years of Construction?	Time (HH:MM)			
		From	AM / PM	To	AM / PM
2035	Yes	6	AM	9	AM
2035	Yes	3	PM	6	PM

Warrant Evaluation Summary	Warrant Met:
Warrant 1: Eight - Hour Vehicular Volume	No
Condition A: Minimum Vehicular Volume	No
Condition B: Interruption of Continuous Traffic	No
Condition C: Combination: 80% of A and B	No
Warrant 2: Four-Hour Volume	No
Warrant 3: Peak Hour Volume	No
Warrant 4: Pedestrian Volume	N/A
Criterion A: Four-Hour	
Criterion B: Peak-Hour	
Warrant 5: School Crossing	N/A
Warrant 6: Coordinated Signal System	N/A
Warrant 7: Crash Experience	N/A
Warrant 8: Roadway Network	N/A
Warrant 9: Intersection Near a Grade Crossing	N/A

Warrant Analysis Conducted By:

Name: Sandra Herbers

Agency: SRF Consulting

Date: 5/1/2020

Warrant 1: Eight - Hour Vehicular Volume

100%

Warrant Evaluated? Yes

Warrant Satisfied? No

Manually Set To:

Condition A : Min. Veh. Volume		
Volume Level	100%	80%
Major Rd. Req	500	400
Minor Rd. Req	150	120
Number of Hours	4	4

Satisfied? No

Condition B: Interruption of Continuous Traffic		
Volume Level	100%	80%
Major Rd. Req	750	600
Minor Rd. Req	75	60
Number of Hours	2	4

Satisfied? No

Condition C: Combination of A & B at 80%		
---	--	--

Satisfied? No

6:00 AM		Enter Start Time (Military Time) (HH:MM)			
Time Period	From	To	Major Road: Both	Minor Road: High	Total
			App. (VPH)	App. (VPH)	
1	6:00	7:00	474	76	550.252
2	7:00	8:00	712	168	880
3	8:00	9:00	554	78	631.664
4	9:00	10:00	0	0	0
5	10:00	11:00	0	0	0
6	11:00	12:00	0	0	0
7	12:00	13:00	0	0	0
8	13:00	14:00	0	0	0
9	14:00	15:00	0	0	0
10	15:00	16:00	727	151	877.341
11	16:00	17:00	790	152	942
12	17:00	18:00	803	159	962.355
13	18:00	19:00	0	0	0
14	19:00	20:00	0	0	0
15	20:00	21:00	0	0	0
16	21:00	22:00	0	0	0

Warrant 2: Four-Hour Volume

100%

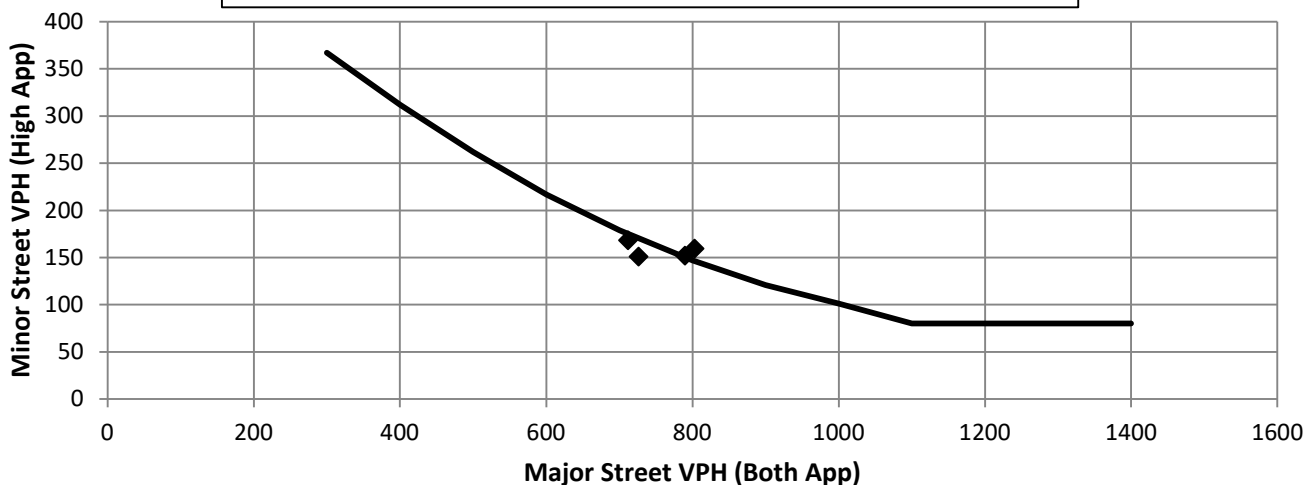
Warrant Evaluated? Yes

Warrant Satisfied? No

Manually Set To:

Hour Start	17:00	16:00	7:00	15:00
Major Road Vol.	802.908	790	712	726.625
Minor Road Vol.	159.447	152	168	150.716

Figure 4C-1 Warrant 2, Four-Hour Vehicular Volume



Warrant 3: Peak Hour Volume

100%

Warrant Evaluated? Yes

Condition justifying use of warrant:

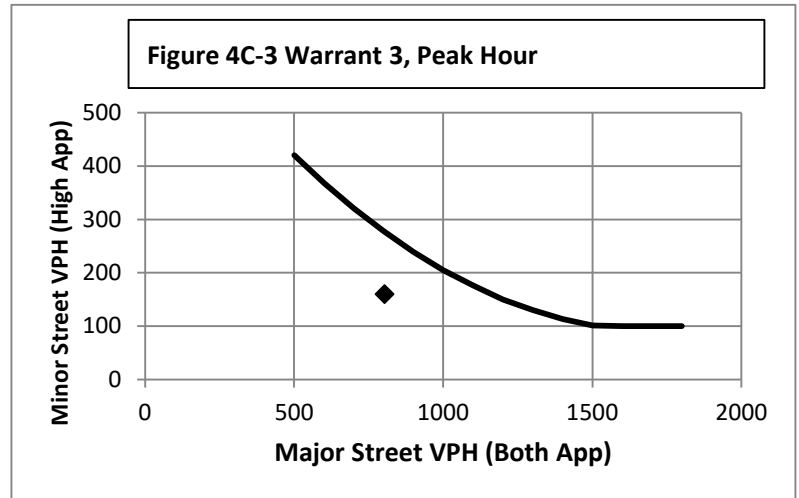
Criteria		Met?
Delay on Minor Approach	4	Yes
Volume on Minor Approach	100	Yes
Total Entering Volume (veh/h)	800	

Manually Set Peak Hour? No

Peak Hour	Major Road Vol. (Both App.)	Minor Road Vol. (High App.)
17:00	802.9077787	159.4468864

Warrant Satisfied? No

Manually Set To:



Warrant 4: Pedestrian Volume

100%

Warrant Evaluated? No

Warrant Satisfied? N/A

Manually Set To:

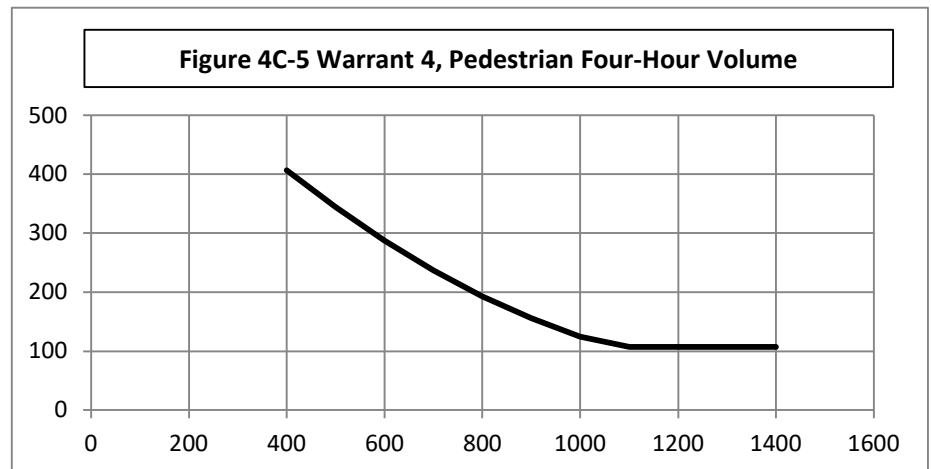
Criterion A: Four Hour

Hour (Start)	Pedestrian Volume	Major Road Vol.
		0
		0
		0
		0

Manually Set Major Rd Vol?

Avg. walk speed less than 3.5 ft/s?

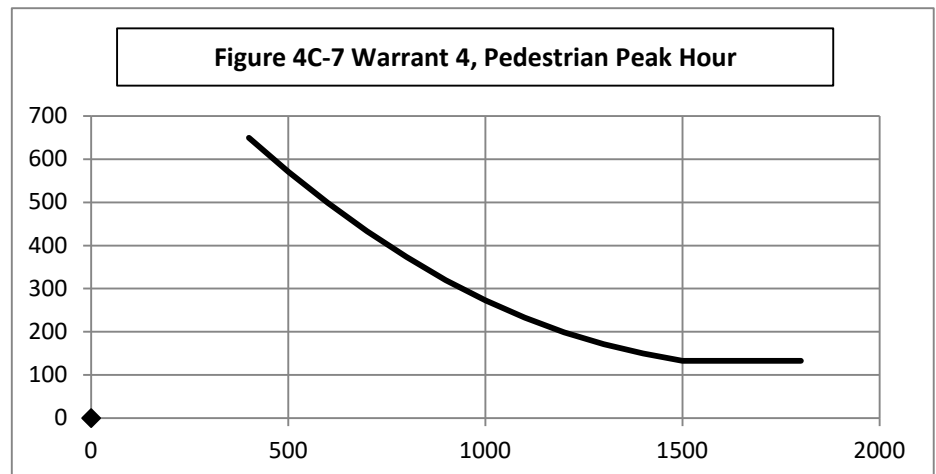
Criterion A Satisfied?



Criterion B: Peak Hour

Peak Hour	Pedestrian Vol.	Major Road Vol.
0:00	0	0

Criterion B Satisfied?



Wisconsin Department of Transportation Traffic Signal Warrant

Summary Worksheet

100%

The Worksheet(s) attached are provided as an attachment to the Engineering Investigation Study for:

Intersection: WIS 60 and Eagle Drive

County: Washington

Village: Jackson

Major Street: WIS 60

Critical Approach Speed: 25 mph

Lanes: 1 lane

Minor Street: Eagle Drive

Critical Approach Speed: 25 mph

Lanes: 1 lane

% Right Turns Included

From North (SB) 100%

From East (WB) 0%

From South (NB) 100%

From West (EB) 100%

In built-up area of isolated community of < 10,000 population? No

Total number of approaches at intersection? 4 or more

If it is a "T" intersection, inflate minor threshold to 150%?

Manually set volume level? No

Analysis based on **PROJECTED** volume data.

Forecast Year	Within 5 Years of Construction?	Time (HH:MM)			
		From	AM / PM	To	AM / PM
2035	yes	6	AM	9	AM
2035	yes	3	PM	6	PM

Warrant Evaluation Summary	Warrant Met:
Warrant 1: Eight - Hour Vehicular Volume	No
Condition A: Minimum Vehicular Volume	No
Condition B: Interruption of Continuous Traffic	No
Condition C: Combination: 80% of A and B	No
Warrant 2: Four-Hour Volume	Yes
Warrant 3: Peak Hour Volume	No
Warrant 4: Pedestrian Volume	N/A
Criterion A: Four-Hour	
Criterion B: Peak-Hour	
Warrant 5: School Crossing	N/A
Warrant 6: Coordinated Signal System	N/A
Warrant 7: Crash Experience	N/A
Warrant 8: Roadway Network	N/A
Warrant 9: Intersection Near a Grade Crossing	N/A

Warrant Analysis Conducted By:

Name: Sandra Herbers

Agency: SRF Consulting

Date: 5/4/2020

Warrant 1: Eight - Hour Vehicular Volume

100%

Warrant Evaluated? Yes

Warrant Satisfied? No

Manually Set To:

Condition A : Min. Veh. Volume		
Volume Level	100%	80%
Major Rd. Req	500	400
Minor Rd. Req	150	120
Number of Hours	4	4

Satisfied? No

Condition B: Interruption of Continuous Traffic		
Volume Level	100%	80%
Major Rd. Req	750	600
Minor Rd. Req	75	60
Number of Hours	4	5

Satisfied? No

Condition C: Combination of A & B at 80%		
---	--	--

Satisfied? No

6:00 AM		Enter Start Time (Military Time) (HH:MM)		Major Road: Both		Minor Road: High	Total
Time Period	From	To		App. (VPH)	App. (VPH)		
1	6:00	7:00		534	79		612.49
2	7:00	8:00		817	173		990
3	8:00	9:00		677	87		764.47
4	9:00	10:00		0	0		0
5	10:00	11:00		0	0		0
6	11:00	12:00		0	0		0
7	12:00	13:00		0	0		0
8	13:00	14:00		0	0		0
9	14:00	15:00		0	0		0
10	15:00	16:00		860	172		1031.95
11	16:00	17:00		935	158		1093.12
12	17:00	18:00		958	167		1125.09
13	18:00	19:00		0	0		0
14	19:00	20:00		0	0		0
15	20:00	21:00		0	0		0
16	21:00	22:00		0	0		0

Warrant 2: Four-Hour Volume

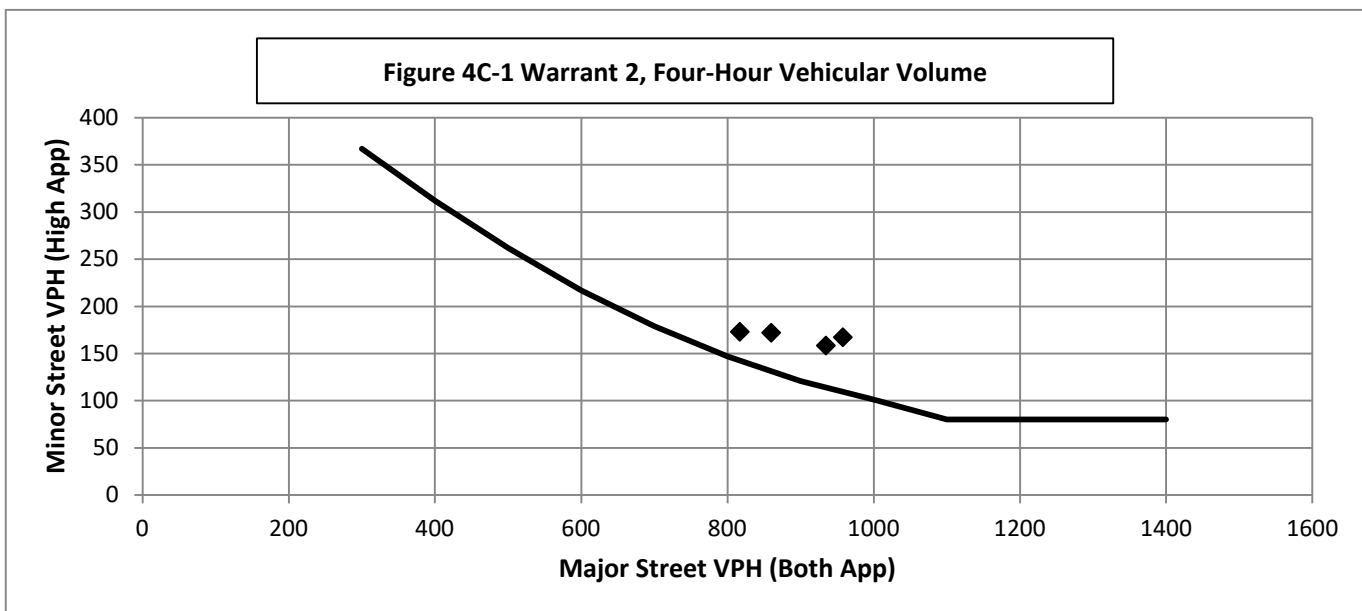
100%

Warrant Evaluated? Yes

Warrant Satisfied? Yes

Manually Set To:

Hour Start	17:00	16:00	15:00	7:00
Major Road Vol.	957.908	934.796	860.059	817
Minor Road Vol.	167.185	158.32	171.889	173



Warrant 3: Peak Hour Volume

100%

Warrant Evaluated? Yes

Condition justifying use of warrant:

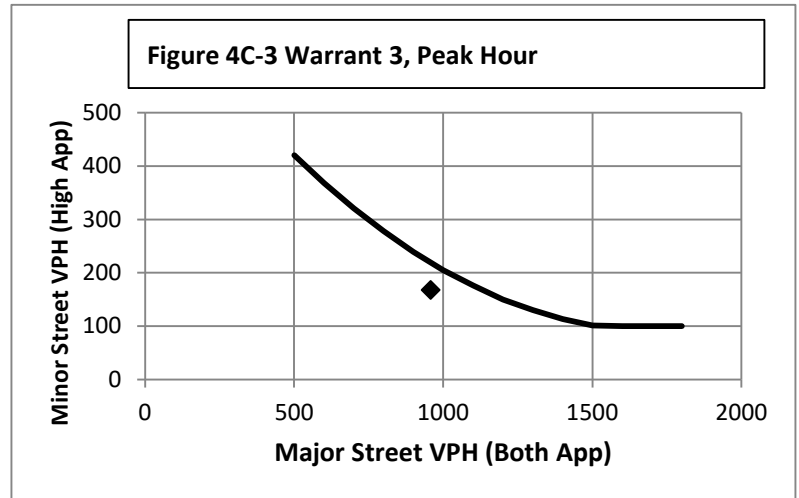
Criteria		Met?
Delay on Minor Approach	4	Yes
Volume on Minor Approach	100	Yes
Total Entering Volume (veh/h)	800	

Manually Set Peak Hour? No

Peak Hour	Major Road Vol. (Both App.)	Minor Road Vol. (High App.)
17:00	957.9077787	167.184669

Warrant Satisfied? No

Manually Set To:



Warrant 4: Pedestrian Volume

100%

Warrant Evaluated? No

Warrant Satisfied? N/A

Manually Set To:

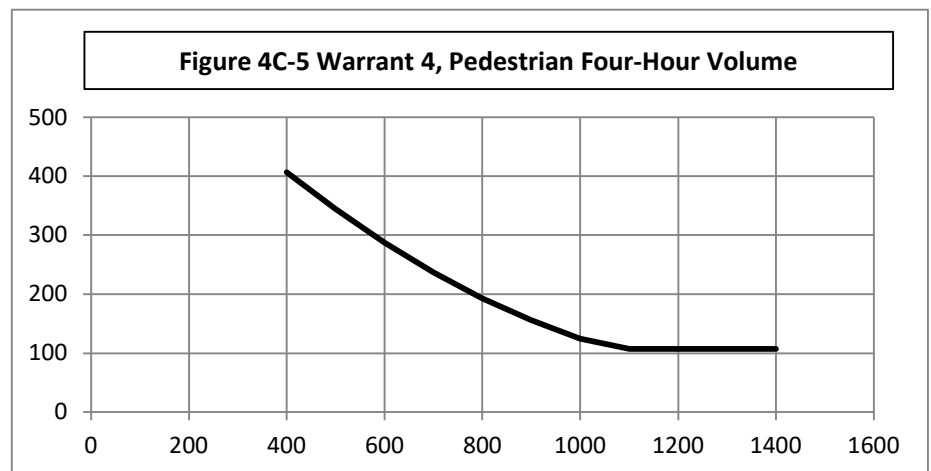
Criterion A: Four Hour

Hour (Start)	Pedestrian Volume	Major Road Vol.
		0
		0
		0
		0

Manually Set Major Rd Vol?

Avg. walk speed less than 3.5 ft/s?

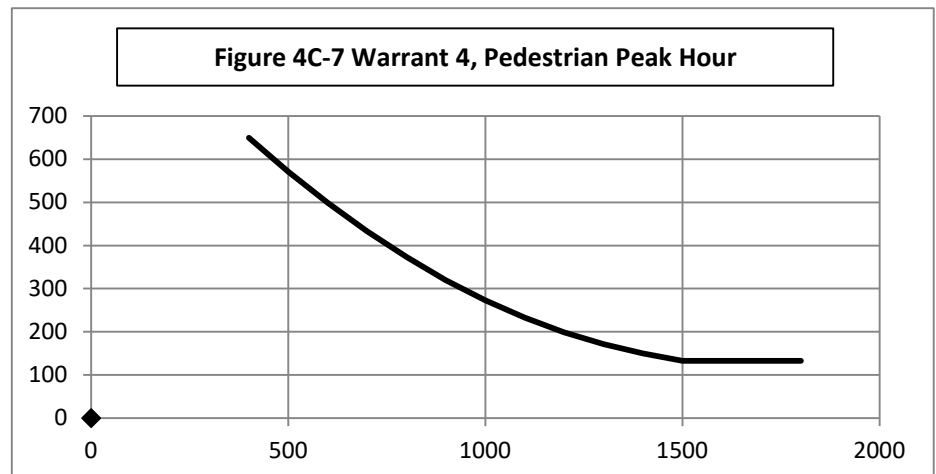
Criterion A Satisfied?



Criterion B: Peak Hour

Peak Hour	Pedestrian Vol.	Major Road Vol.
0:00	0	0

Criterion B Satisfied?





Taking the lead in Washington County.

MEMO

TO: Mike Schwab, Village President; Board of Trustees

FROM: Jen Keller, Village Administrator

RE: Zoning Administrator Appointment

DATE: December 10, 2021

The Village of Jackson Chapter 2, Article III, Division 2 outlines the duties of the Building Inspector/Code Enforcement Officer as well as a Zoning Code Administrator. Staff have worked through a handful of zoning complaints this year, and during the last few concerns, I have taken time to understand best practices related to authorizations for enforcement. Furthermore, there has not been documented appointment of a Zoning Administrator.

It is the recommendation of Staff that Building Inspector Johnson maintain his designation as Building Inspector/Code Enforcement Officer, and that the Village Administrator be appointed Zoning Administrator with the ability to designate the duties of the position as outlined in Village Code to Inspector Johnson.

/JK

N168 W20733
Main Street
Jackson, WI 53037
Phone: 262-677-9001
Fax: 262-677-1710

Mailing Address:
P.O. Box 637

www.villageofjackson.com

DRAFT MINUTES
Village Board Meeting
Tuesday, November 9, 2021 at 7:30 p.m.
Jackson Municipal Complex
Village Board Room
N168 W19851 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call

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

Members Present: Trustees Emmrich, Engelhardt, Heckendorf, Kruepke, Matter, and Wells.

Staff Present: Police Lieutenant Todd Fristed, Building Inspector Collin Johnson, Administrator Jen Keller, Director of Public Works/Village Engineer Brian Kober, Fire Chief Aaron Swaney, Parks & Recreation Director Kelly Valentino and Village Clerk Jilline Dobratz. Also Present: Bryan Lindgren, Neumann Development,

2. Pledge of Allegiance

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

3. Any Village Citizen Comment on an Agenda Item

Mark Flitsch, owner of Main Street Mart, N168 W20069 Main Street, spoke regarding the Coffeerville Trail and special assessment letter. He stated this is an unfair hardship and asked the Board to consider reducing the total amount.

4. Public Hearing – Conditional Use Permit – Design 2 Construct/Elite Tool & Manufacturing – Business Development – Caymus Court

Pres. Schwab opened the Public Hearing, nobody spoke. Pres. Schwab closed the Public Hearing.

Motion by Tr. Emmrich, second by Tr. Kruepke, to approve the Conditional Use Permit – Design 2 Construct/Elite Tool & Manufacturing – Business Development – Caymus Court per staff comments.

Vote: 7 ayes, 0 nays. Motion carried.

5. Public Hearing – Rezoning – Neumann Developments, Inc. – Maple Fields – West of Maple Road, East of East Gate Drive, Parcel V3_0751 and Parcel V3_075200A

Pres. Schwab opened the Public Hearing, nobody spoke. Pres. Schwab closed the Public Hearing.

Motion by Tr. Engelhardt, second by Tr. Heckendorf, to approve the Rezoning – Neumann Developments, Inc. – Maple Fields – West of Maple Road, East of East Gate Drive, Parcel V3_0751 and Parcel V3_075200A

Vote: 7 ayes, 0 nays. Motion carried.

6. Ordinance #21-10 – to Rezone Various Properties and to Amend the Zoning Map of the Village of Jackson Pursuant to Section 48.34 of the Municipal Code

Motion by Pres. Schwab, second by Tr. Emmrich, to introduce Ordinance #21-09 – to Rezone Various Properties and to Amend the Zoning Map of the Village of Jackson Pursuant to Section 48.34 of the Municipal Code.

Vote: 7 ayes, 0 nays. Motion carried.

- 7. Ordinance #21-09 – Amending Chapter 12 of Code of Ordinances Regarding Courts (2nd Reading)**
Motion by Pres. Schwab, second by Tr. Heckendorf, to approve Ordinance #21-09 – Amending Chapter 12 of Code of Ordinances Regarding Courts (2nd Reading)
Vote: 7 ayes, 0 nays. Motion carried.
- 8. Resolution #21-21 – Recognition of Jilline Dobratz Attaining the Designation of Wisconsin Certified Professional Clerk**
Motion by Pres. Schwab, second by Tr. Heckendorf, to approve Resolution #21-21 – Recognition of Jilline Dobratz Attaining the Designation of Wisconsin Certified Professional Clerk.
Vote: 7 ayes, 0 nays. Motion carried.
- 9. Brownfields Assessment Coalition Memorandum of Agreement between Washington County and Village of Jackson**
Administrator Keller gave background information on the annual Memorandum of Agreement. The Village has benefited from being a member of the Brownfields Assessment Coalition.
Motion by Pres. Schwab, second by Tr. Wells, to approve the Brownfields Assessment Coalition Memorandum of Agreement between Washington County and the Village of Jackson and authorize the Administrator to participate.
Vote: 7 ayes, 0 nays. Motion carried.
- 10. Pre-Development Reimbursement Agreement – Neumann Developments, Inc.**
Administrator Keller stated this is reimbursement agreement for services rendered by Attorneys, Engineers, and Planners for oversight of the processes needed to go before the Plan Commission and Board as they work through the Maple Fields subdivision planning.
Motion by Tr. Engelhardt, second by Tr. Heckendorf, to approve Pre-Development Reimbursement Agreement – Neumann Developments, Inc.
Vote: 7 ayes, 0 nays. Motion carried.
- 11. Village of Jackson Domain Change Authorization – .Gov Domain Registration**
Administrator Keller commented during current transition and future legislation it's beneficial to transfer from a .com domain including Administration, Community Center, Public Works, Utilities, Building Inspection and the Fire Department. The .com domain would be reserved for several years. The .Gov domain register is waiving the \$400.00 fee because of the new requirements to make the transition. The Police Department will be phased in next year.
Motion by Tr. Wells, second by Tr. Engelhardt, to approve Village of Jackson Domain Change Authorization – .Gov Domain Registration.
Vote: 7 ayes, 0 nays. Motion carried.
- 12. Approval of Minutes for the Village Board Meeting of October 12, 2021 and Special Village Board Meeting of October 18, 2021.**
Motion by Tr. Emmrich, second by Tr. Matter, to approve the Village Board Minutes of October 12, 2021 and Special Village Board Meeting of October 18, 2021.
Vote: 7 ayes, 0 nays. Motion carried.
- 13. Approval of Licenses**

- Massage Establishment License:
 - Good Karma Massage Therapy LLC
 - Massage Technician License:
 - Patricia Salvack
 - Operator's Licenses:
 - East Side Mart, Main Street Mart & The Village Mart: Leah Van Alstine
 - Latest Edition: Jodi Kulis
- Motion by Tr. Wells, second by Tr. Heckendorf, to approve the licenses as listed.
 Vote: 6 ayes, 0 nays, 1 abstain (Tr. Kruepke). Motion carried.

14. Budget & Finance Committee

- Furniture Proposal – Municipal Complex
 Option #1
 Motion by Tr. Kruepke, second by Tr. Wells, to approve the Chair Proposal – Municipal Complex Option #1 from J L Business Interiors, Inc. in the amount of \$5,667.00.
 Discussion ensued on keeping the current chairs.
 Vote: 5 ayes, 2 nays (Tr. Engelhardt and Tr. Emmrich). Motion carried.
- Change Order #4 – (Final) Spruce St and Ridgeway Dr Extensions
 Motion by Tr. Heckendorf, second by Tr. Kruepke, to approve Change Order #4 – (Final) Spruce St and Ridgeway Dr Extensions in the amount of \$5,337.55.
 Vote: 7 ayes, 0 nays. Motion carried.
- Pay Request #8 – (Final) Spruce St and Ridgeway Dr Extensions
 Motion by Tr. Matter, second by Tr. Engelhardt, to approve Pay Request #8 – (Final) Spruce St and Ridgeway Dr Extensions in the amount of \$69,818.51.
 Vote: 7 ayes, 0 nays. Motion carried.
- Review of SRF Quote ICE Study Eagle Dr & STH 60
 Motion by Tr. Heckendorf, second by Tr. Wells, to approve the proposal from SRF Consulting Group, Inc. in an amount not to exceed \$8,200.00.
 Vote: 7 ayes, 0 nays. Motion carried.
- Pay Request #2 – Coffee Connection Trail Project – Poblocki Paving
 Motion by Tr. Heckendorf, second by Tr. Kruepke, to approve Pay Request #2 – Coffee Connection Trail Project – Poblocki Paving in the amount of \$71,662.12.
 Director Kober gave information regarding special assessment notices on the project.
 Special assessment payment options were explained.
 Vote: 7 ayes, 0 nays. Motion carried.
- Review of Quotes for New Bucket Truck
 Motion by Tr. Heckendorf, second by Tr. Wells, to approve the purchase of the New Bucket Truck, Option #2 in an amount not to exceed \$130,000.00.
 Tr. Heckendorf gave information from the Board of Public Works meeting.
 Vote: 7 ayes, 0 nays. Motion carried.
- 2022 Proposed Budget – Discussion with Possible Action

Administrator Keller explained the tax levy and assessed values combined equals a proposed mill rate of \$6.85.

Motion by Pres. Schwab, second by Tr. Heckendorf, to approve the 2022 Proposed Budget for publication.

Vote: 7 ayes, 0 nays. Motion carried.

15. Plan Commission

- Extra Territorial Plat/Certified Survey Map – Sara King – 2715 Pleasant Valley Road
Motion by Pres. Schwab, second by Tr. Emmrich, to not take exception to the Extra Territorial Plat/Certified Survey Map – Sara King – 2715 Pleasant Valley Road.

Vote: 7 ayes, 0 nays. Motion carried.

Pres. Schwab asked permission of the Board to take a brief recess to sign the Certified Survey Map. The Board had no objections.

Recessed to sign documents. Reconvened at 7:56 p.m.

16. Board of Public Works

- No Recommendations

17. Joint Parks & Recreation

- No Recommendations

18. Village Municipal Complex – Update – Cedar Corp

Cory Scheidler from Cedar Corporation was present and gave an update. The remaining work on the facility was reviewed.

19. West Bend School District Report

Tr. Wells stated several classes have moved to a Phase 4 of Covid protocols due to student illnesses. A new app from Riteway has been launched to track buses. There won't be school from Wednesday, November 24th to Friday, November 26th in observations of Thanksgiving.

20. Washington County Board Report

County Supervisor Bob Hartwig was present and provided an update, including the county tax rate is expected to decrease. He wished everyone a Happy Thanksgiving.

21. Greater Jackson Business Alliance Report

Tr. Matter reported there has been some turnover at the Board level, a few members stepping away. They are focusing on increasing membership. The next meeting will be next week at Coffeerville and Main Street Market. They are setting up meeting dates for 2022 and a will be helping with the tree lighting.

22. Mid-Moraine Municipal Association Report

None.

23. Department Reports

Fire Chief Swaney reported they hosted the Badger Firefighter Association banquet, and the members toured the Fire Department. They are training on lights, heating, etc. and are working through issues and with the contractor.

Clerk Dobratz gave an update on 2022 Elections. Candidacy paperwork is available and are due on January 4th.

Building Inspector Johnson stated the year has been busy. Two projections on Caymus Court are starting. Four subdivisions are currently active with construction projects.

Treasurer Smith commented they have been working on preparing the Budget, the 2020 audit is wrapping up and tax bill preparation has started.

Parks & Recreation Director Valentino reported that Angie Jeske will become the head teacher for the 4k classroom. An aide has been hired and will be starting before Thanksgiving. Thanked everyone who helped with the Ghouls Gala. Tree lighting details are being worked out with a lot of involvement with community groups.

Police Lieutenant Fristed stated they are fully moved into the building. The DOJ drug takeback was two weeks ago and very successful.

Director of Public Works/Village Engineer Kober gave an update on the path project. Willow Ridge is in the paving stage and landscaping has been completed.

Administrator Keller has received positive feedback from tours of the building. Ongoing projects continue in the Municipal Complex. The wellness program with employee recognition will be on December 16th.

24. Citizens to Address the Village Board

None.

25. Future Agenda Items

Tr. Matter update on the Village Hall building. Tr. Wells commented the atrium is echoey.

26. Closed Session pursuant to Wis. Stats. §19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved and pursuant to Wis Stats. §19.85(1)(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and pursuant to Wis. Stats. §19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, and conducting other public business because competitive and bargaining reasons require a closed session.

During the closed session, the Village Board will discuss matters related to the Development and Operations Agreement with the Town of Jackson, the 2021

Performance Review of the Village Administrator, the purchase of public land and the development of TID 7.

Motion by Pres. Schwab, second by Tr. Engelhardt, to convene into closed session at 8:21 p.m. to include the Village Board, the Village Administrator, the Village Engineer, and the Parks and Recreation Director.

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

Brief recess and reconvened at 8:30 p.m.

Reconvene into Open Session with Possible Action related to the closed session, including possible termination of Development and Operations Agreement with the Town of Jackson, possible approval of the 2021 Village Administrator Performance Review, the purchase of public land, and development of TID 7.

Motion by Tr. Emmrich, second by Tr. Engelhardt, to reconvene into open session at 9:11 p.m.

Vote: 7 ayes, 0 nays. Motion carried.

Motion by Tr. Emmrich, second by Tr. Kruepke, to place the 2021 Administrator Review on file.

Vote: 7 ayes, 0 nays. Motion carried.

27. Adjourn

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

Vote: 7 ayes, 0 nays. Meeting was adjourned at 9:12 p.m.

Respectfully submitted:

Jilline Dobratz, *CMC/WCPC*
Village Clerk

DRAFT MINUTES
Special Village Board Meeting
Thursday, November 18, 2021 at 7:15 p.m.
Jackson Municipal Complex
Village Board Room
N168 W19851 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call

Pres. Schwab called the meeting to order at 8:05 p.m.

Members Present: Tr. Emmrich, Tr. Engelhardt, Tr. Heckendorf, Tr. Kruepke, and Tr. Matter

Members Excused: Tr. Wells

Staff Present: Administrator Jen Keller, Director of Public Works/Village Engineer Brian Kober and Fire Chief Aaron Swaney

Also Present: Barry Rogers, Taylor Cherry, Harland Doland and Mike Vorwerk of Sysco Corporation

2. Concept Plan – Sysco Corporation – W223 N16501 Cedar Parkway (1 Sysco Drive) – Discussion Only

A brief synopsis of the existing site and proposed expansion was provided by Barry Rogers and Taylor Cherry of Sysco. Presentation points included:

- Footprint expansion of the building.
- Added docks and parking space.
- Relocation of fleet maintenance facility.
- Food safety requirements for site security and employee safety leads to proposition to vacating the road.
- Sysco included that an easement south, from the proposed eastern termination of Cedar Parkway was mentioned.

President Schwab welcomed questions from the Board. Additional questions and comments regarded:

- Concern for limitation to public access and development in the future with inclusion of the vacation of right of way.
- Interest in road continuation around the expanded secure area which prompted the inclusion of vacation of right of way.
- The facility maintenance structure was requested to be enclosed when maintenance was occurring on tractor/trailers.
- Clarification of placement of a covered walkway for employees was requested.
- Further clarification on Sysco's need to expand the facility at this location was requested.
- Concerns were stated regarding the capacity for the roundabout at STH 60 and Cedar Parkway.
- Importance of the project occurring in the Village of Jackson was stated and future development can be a reason to make accommodations, but timing of

- future development is unknown and denying the request to terminate the road for this project now may not be beneficial to the Village.
- Composition of Sysco employment roles in the facility was requested and include entry level positions through top level management roles at the facility.
 - Groundbreaking and buildout information was requested and included Sysco interest in February 2022 start and conclusion in Summer of 2023.

3. Pre-Development Reimbursement Agreement – Sysco Corporation

Administrator Keller stated Staff are requesting Village Board policy approval to invoice Sysco for costs incurred by the Village solely for professional reviews of the project.

Motion by Trustee Emmrich, second by Trustee Heckendorf approve Pre-Development Reimbursement Agreement – Sysco Corporation.

Vote: 6 ayes, 0 nays. Motion carried.

4. Adjourn

Motion by President Schwab, second by Trustee Emmrich to adjourn.

Vote: 6 ayes, 0 nays. Meeting adjourned at 8:32 p.m.

Respectfully submitted,

Jilline Dobratz, *CMC/WCPC*
Village Clerk

DRAFT MINUTES
Special Village Board Meeting
Monday, November 29, 2021 at 7:00 p.m.
Jackson Municipal Complex
Village Board Room
N168 W19851 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call

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

Members Present: Trustees Emmrich, Engelhardt, Heckendorf, Kruepke, Matter and Wells.

Staff present: Building Inspector Collin Johnson, Administrator Jen Keller, Director of Public Works/Village Engineer Brian Kober, Fire Chief Aaron Swaney, Parks & Recreation Director Kelly Valentino, Police Chief Ryan Vossekuil and Village Clerk Jilline Dobratz.

2. Pledge of Allegiance

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

3. Any Village Citizen Comment on an Agenda Item

None.

4. Public Hearing – 2022 General Fund Budget as advertised

Pres. Schwab opened the Budget Public Hearing. No public comments were made.
Pres. Schwab closed the Budget Public Hearing.

5. Resolution #21-22 – Adopt the 2022 General Fund Budget

Motion by Pres. Schwab, second by Tr. Wells to adopt Resolution #21-22 – Adoption of the 2022 General Fund Budget.

Vote: 7 ayes, 0 nays. Motion carried.

6. Resolution #21-23 – Adopt the 2021 Tax Levy for the 2022 General Fund Budget

Motion by Tr. Wells, second by Tr. Matter to adopt Resolution #21-23 – Adoption of the 2021 Tax Levy for the 2022 General Fund Budget.

Vote: 7 ayes, 0 nays. Motion carried.

7. Resolution #21-24 – Adopt the 2022 Water Utility Budget

Motion by Tr. Heckendorf, second by Tr. Wells to adopt Resolution #21-24 – Adoption of the 2022 Water Utility Budget.

Vote: 7 ayes, 0 nays. Motion carried.

8. Resolution #21-25 – Adopt the 2022 Sewer Utility Budget

Motion by Tr. Heckendorf, second by Tr. Wells to adopt Resolution #21-25 – Adoption of the 2022 Sewer Utility Budget.

Vote: 7 ayes, 0 nays. Motion carried.

9. Resolution #21-26 – Establish Fees for 2022

Motion by Tr. Wells, second by Tr. Kruepke to approve Resolution #21-26 – Establish Fees for 2022.

Vote: 7 ayes, 0 nays. Motion carried.

10. Municipal Complex Discussion and Possible Action – Board Room Furniture

Director Kober stated two local carpenters will be providing quotes for a dais.

11. Closed session pursuant to Wis. States. §19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved and pursuant to Wis. Stats. §19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, and conducting other public business because competitive and bargaining reasons require a closed session.

During the closed session, the Village Board will discuss matters related to the Development and Operations Agreement with the Town of Jackson and the purchase or sale of public land.

Motion by Pres. Schwab, second by Tr. Engelhardt, to convene into closed session at 7:07 p.m. to include the Village Board, the Village Administrator, and the Village Attorney (via telephone).

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

12. Reconvene into Open Session

Motion by President Schwab, second by Tr. Emmrich, to reconvene into open session at 8:04 p.m.

Vote: 7 ayes, 0 nays. Motion carried.

13. Possible Action related to the closed session, including possible approval of the Release, Settlement and Termination Agreement to terminate the Development and Operations Agreement with Town of Jackson, and the purchase or sale of public land.

Motion by Tr. Engelhardt, second by Tr. Kruepke, to approve the Release, Settlement, and Termination Agreement with the Town of Jackson.

Vote: 7 ayes, 0 nays. Motion carried.

14. Adjourn.

Motion by President Schwab, second by Tr. Wells to adjourn.

Vote: 7 ayes, 0 nays. Meeting was adjourned at 8:06 p.m.

Respectfully submitted:

Jilline Dobratz, *CMC/WCPC*
Village Clerk

Licenses: December 14, 2021 Village Board Meeting

Name	Establishment	Police Chief Recommendation
ENTERTAINMENT LICENSES		
Jack Kulwikowski	Coffeerville Company	Approval
Jon Zandi	Jackson Pub LLC	Approval
OPERATOR'S LICENSES		
Kiana Anderson	East Side Mart, Main Street Mart & The Village Mart	Approval
Vincent Brabec	East Side Mart, Main Street Mart & The Village Mart	Approval
Sondra Kelly	East Side Mart, Main Street Mart & The Village Mart	Approval
Alicia Ortiz	East Side Mart, Main Street Mart & The Village Mart	Approval

Memo

To: Mike Schwab, Village President and Board of Trustees
From: Jilline Dobratz, Village Clerk
Date: 12/10/2021
Re: Election Inspectors and Special Voting Deputies for 2022-2023

Below is the list of Election Inspectors and Special Voting Deputies. They have been contacted and would like to serve for the next two-year term. They are as follows:

Election Inspectors:

Unaffiliated List:

Doug Alfke, Emily Anderson, Judith Corallini, Jennifer Deetjen, Bradlee Fons, Kathy Frank, Renee Giehart, Ashley Guell, Lori Guyant, Nancy Habel, Dustin Hahn, Cindi Hankes, Heidi Hearley, Kristen Inman, James Kannenberg, Lisa Kitzek, Sandy Lippold, John Lippold, Sally Lipski, Jennifer Meitz, Lynn Olson, John Pauly, Patricia Pawelski, Nancy Plier, Carrie Quade, Judy Schatz, John Schlenz, Diane Stuebs, Ronald Stuebs, Gloria Teifke, Johnathon Varner, Terry Vey, Becky Wierschem, David Wettstein, and Patricia Wettstein.

Democratic Party List:

Alan Davis, Jacquelyn Davis, Lorraine McCauley and Darlene Schneider.

Republican Party List:

Tami Boyd, James Brady, Barbara Waters, Ralph Waters and Mary Weiland.

Special Voting Deputies:

Republican Party List:

Gail Dauss, Nancy Fix, Linda Guarth, Lois Krueger-Gundrum, Jean Payne, Jodi Schulteis, Mary Jo Thompson and Bob Williams.

I recommend appointing the Election Inspectors and Special Voting Deputies listed above for the 2022-2023 election years.

THE STATE OF WISCONSIN



2021 Hometown Hero Award 58th Assembly District First Responder of the Year

KNOW YOU BY THESE PRESENTS:

WHEREAS, Gregg Rathke serves the Village of Jackson with honor and distinction as a lieutenant in the fire department; and

WHEREAS, Gregg Rathke has been nominated by a citizen of the 58th Assembly District for the honor of the First Responder of the Year for our Assembly District; and

WHEREAS, Gregg Rathke has been on the Jackson Fire Department for over ten years; and

WHEREAS, Gregg Rathke starts as a Paid-on-Call member, has been a part-time employee and has now been hired as Jackson's first paramedic; and

WHEREAS, first responders from across Wisconsin are being recognized in the State Capitol with a Hometown Hero Award for their service and sacrifice; now, therefore,

Representative Rick Gundrum, on behalf of the Wisconsin State Assembly, hereby recognizes Gregg Rathke as the First Responder of the Year for the 58th Assembly District in recognition of his selfless dedication and service to our community.

*Representative Rick Gundrum
58th Assembly District*

**STATE CAPITOL
MADISON, WISCONSIN**

October 26, 2021
Date



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

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

November 9, 2021

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

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

Re: Contractor's Application for Payment No. 19
Municipal Complex
Project No. J05789-0002

Dear Mr. Kober:

Enclosed for your use in payment to Mike Koenig Construction Co., Inc. in the amount of \$153,564.62 is Contractor's Application for Payment No. 19.

Please Note: As the Contractor received payment from the Village related to their Application for Payment No. 18 on October 18, 2021, this application does not include lien waivers from subcontractors and/or material suppliers associated with Application No. 18. These lien waivers will be submitted and included with Contractor's application for payment no. 20.

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

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

Sincerely,

CEDAR CORPORATION

A handwritten signature in blue ink, reading 'Douglas T. Kroes'.

Douglas T. Kroes
Senior Construction Manager

Enclosed: Contractor's Application for Payment No. 19
Lien Waivers – Application for Payment No. 17

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

☐ Owner ☐ Engineer
☐ Contractor ☐ Funding Agency

Contractor's Application for Payment No. 19

Application Period: 10/1/2021 to 10/31/2021		Application Date: 10/31/2021
To (Owner): Village of Jackson	From (Contractor): Mike Koenig Construction Co., Inc.	Via (Engineer): Cedar Corporation
Project: Municipal Complex	Contract: B-20	
Owner's Contract No:	Contractor's Project No: 200500	Engineer's Project No: J5789-0002

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1 & 2	\$98,969.67	
3		\$16,234.00
4	\$16,392.00	
5		\$759.00
6 & 7	\$29,586.75	
8 & 9	\$41,388.69	
10	\$9,248.25	
11	\$6,814.76	
TOTALS	\$202,400.12	\$16,993.00
NET CHANGE BY CHANGE ORDERS	\$185,407.12	

1. ORIGINAL CONTRACT PRICE.....	\$	\$11,595,340.00
2. Net change by Change Orders.....	\$	\$185,407.12
3. Current Contract Price (Line 1 ± 2).....	\$	\$11,780,747.12
4. TOTAL COMPLETED AND STORED TO DATE (Column I total on Progress Estimates).....	\$	\$11,241,383.64
5. RETAINAGE:		
a. 5% X \$11,241,383.64 Work Completed.....	\$	\$562,069.18
b. 5% X _____ Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$562,069.18
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$10,679,314.46
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$10,525,749.84
8. AMOUNT DUE THIS APPLICATION.....	\$	\$153,564.62

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: 11-5-21

Payment of: \$ 153,564.62
(Line 8 or other - attach explanation of the other amount)

is recommended by:  11/9/21
(Engineer) (Date)

Payment of: \$ 153,564.62
(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: Municipal Complex						Application Number: 19						
Application Period: 10/1/2021 to 10/31/2021						Application Date: October 31, 2021						
A				B	C	D	E	F	G	H	I	J
Item		Estimated Bid Quantity	Unit Price	Quantity Completed						Total Completed & Stored to Date (C+E+G)		% Comp.
Bid No.	Description			Previous Applications		This Application		Materials Stored				
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	
1	Imported Fill Material-Soil Class D-2	115 CY	\$22.75	115	\$2,616.25					115	\$2,616.25	100.0%
2	Footing Foundation Stabilization											
	Excavation	700 CY	\$12.50	700	\$8,750.00					700	\$8,750.00	100.0%
3	Footing Foundation Stabilization											
	Backfill - 1 1/4" CABC Dense	1400 TN	\$16.00	1400	\$22,400.00					1400	\$22,400.00	100.00%
4	Excavation Below Subgrade (EBS) - Building	1115 CY	\$12.55	1115	\$13,993.25					1115	\$13,993.25	100.00%
5	Structural Backfill - Building Pad - Soil Class D-3	4400 TN	\$16.00	4400.03	\$70,400.00					4400.03	\$70,400.00	100.00%
6	Crushed Aggregate Base Course - 1 1/4" Dense - Site	17500 TN	\$16.80	17433.91	\$292,889.69					17433.91	\$292,889.69	99.62%
7	Crushed Aggregate Base Course - 1 1/4" Dense -Building	TN	\$16.80									
8	Geogrid - Site	13000 SY	\$2.80	13000	\$36,400.00					13000	\$36,400.00	100.0%
CO1	Add Transoms to Entry Doors (8 EA)	1 LS	\$3,566.50	1	\$3,566.50					1	\$3,566.50	100.0%
CO1	Removal & Disposal of Concrete Debris											
	Pile	1 LS	\$7,363.00	1	\$7,363.00					1	\$7,363.00	100.0%
CO1	CREDIT Fire Dept. Log w/i Precast Panel	1 LS	-\$1,722.00	1	-\$1,722.00					1	-\$1,722.00	100.0%
CO2	Geogrid - Building Pad Stabilization	5450 SY	\$3.55	4905	\$17,412.75					4905	\$17,412.75	90.0%
CO2	3" Dense Graded Base - Building Pad Stabilization	7500 TN	\$19.75	5858.87	\$115,712.68					5858.87	\$115,712.68	78.1%
CO2	4"-8" Stone (6/18/20 Bldg Pad Stabilization Test Strip)	42.45 TN	\$40.00	42.45	\$1,698.00					42.45	\$1,698.00	100.0%
CO2	Existing Foundation Debris Disposal	1 LS	\$4,258.17	1	\$4,258.17					1	\$4,258.17	100.0%
CO2	Alternate Exterior Brick Material	1 LS	\$38,274.00	1	\$38,274.00					1	\$38,274.00	100.0%
CO3	Water Main Extension	1 LS	\$4,445.00	1	\$4,445.00					1	\$4,445.00	100.0%
CO3	Export Surplus Excavated Material	1 LS	\$58,690.00	1	\$58,690.00					1	\$58,690.00	100.0%
CO3	Additional Roof Drain Lateral	1 LS	\$4,231.00	1	\$4,231.00					1	\$4,231.00	100.0%
CO3	Tornado Siren Electrical Siren	1 LS	\$4,633.00	1	\$4,633.00					1	\$4,633.00	100.0%
CO3	Increased Window Size - Fire Dept. K	1 LS	\$3,142.00	1	\$3,142.00					1	\$3,142.00	100.0%

Unit Price Progress Estimate

Contractor's Application

Project: Municipal Complex						Application Number: 19						
Application Period: 10/1/2021 to 10/31/2021						Application Date: October 31, 2021						
A				B	C	D	E	F	G	H	I	J
Item		Estimated Bid Quantity	Unit Price	Quantity Completed						Total Completed & Stored to Date (C+E+G)		% Comp
Bid No.	Description			Previous Applications		This Application		Materials Stored				
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	
CO4	Revision to Monument Sign Conduits	1 LS	\$673.00	1	\$673.00					1	\$673.00	100.0%
CO4	Revision to Elevator shaft wall locations and footings/structural slab	1 LS	\$4,848.00	1	\$4,848.00					1	\$4,848.00	100.0%
CO4	Addition of Rip Rap to 6" roof drain discharge to pond embankment	1 LS	\$847.00	1	\$847.00					1	\$847.00	100.0%
CO4	Enlarge Window Size - Fire Dept. Resource Report Watch Room	1 LS	\$4,165.00	1	\$4,165.00					1	\$4,165.00	100.0%
CO4	Building D Stairwell, West - Add access door to stairwell from hallway	1 LS	\$5,424.00	1	\$5,424.00					1	\$5,424.00	100.0%
CO4	CMU Partition Wall Footing - Room 1D27/1D28	1 LS	\$435.00	1	\$435.00					1	\$435.00	100.0%
CO5	Movable Partition Wall Strt. Support	1 LS	\$3,045.00	1	\$3,045.00					1	\$3,045.00	100.0%
CO5	High Speed OH Doors - PD	1 LS	\$2,254.00	1	\$2,254.00					1	\$2,254.00	100.0%
CO5	Waste Line Relocations - ADA rtrms	1 LS	\$697.00	1	\$697.00					1	\$697.00	100.0%
CO5	Precast Plank Support Hanger/CMU	1 LS	-\$1,677.00	1	-\$1,677.00					1	-\$1,677.00	100.0%
CO5	Tower Windows - Material Revision	1 LS	-\$12,140.00	1	-\$12,140.00					1	-\$12,140.00	100.0%
CO5	Countertop - Material Revision	1 LS	-\$295.00	1	-\$295.00					1	-\$295.00	100.0%
CO5	Thin brick Handling Charge	1 LS	\$7,357.00	1	\$7,357.00					1	\$7,357.00	100.0%
CO6	Burn Tower Structure Foundation	1 LS	\$26,455.00	1	\$26,455.00					1	\$26,455.00	100.0%
CO6	Interior Bollards - Bldg E - Fire Dept	1 LS	-\$5,758.00	1	-\$5,758.00					1	-\$5,758.00	100.0%
CO6	Additional Electrical Outlets Bldg D	1 LS	\$2,803.28	1	\$2,803.28					1	\$2,803.28	100.0%
CO6	Revision to Hallway Windows Glass	1 LS	\$144.00	1	\$144.00					1	\$144.00	100.0%
CO6	HVAC Return Air Ductwork Bldg D	1 LS	\$4,203.00	1	\$4,203.00					1	\$4,203.00	100.0%
CO6	Relocation of Emergency Services	1 LS	-\$958.71	1	-\$958.71					1	-\$958.71	100.0%
CO6	IT Switch Gear - Bldg D 2nd Floor	1 LS	\$898.75	1	\$898.75					1	\$898.75	100.0%
CO6	Changes to Proposed Ceiling Bldg D	1 LS	\$2,180.14	1	\$2,180.14					1	\$2,180.14	100.0%
CO6	Work Station Case Work - Bldg A	1 LS	-\$1,135.00	1	-\$1,135.00					1	-\$1,135.00	100.0%
CO6	653 CY Footing Foundation Excavat.	653 CY	-\$12.50	653	-\$8,162.50					653	-\$8,162.50	100.0%
CO6	1265.33 TN Ftg Foundation Backfill	1265.33 TN	-\$16.00	1265.33	-\$20,245.28					1265.33	-\$20,245.28	100.0%
CO6	Modify Ceiling Sound Break Gypsum	1 LS	\$5,473.00	1	\$5,473.00					1	\$5,473.00	100.0%
CO7	2 Windows w/ Building C Village Adm	1 LS	\$4,087.00	1	\$4,087.00					1	\$4,087.00	100.0%
CO7	Electric and Data Outlets Floor Box	1 LS	\$2,465.07	1	\$2,465.07					1	\$2,465.07	100.0%
CO7	Heated Air Curtin Rough-in Prov.	1 LS	\$2,500.00	1	\$2,500.00					1	\$2,500.00	100.0%
CO7	12'W x 4'-2" H Display Cabinet	1 LS	\$11,022.00			1	\$11,022.00			1	\$11,022.00	100.0%
CO7	Depository Recepticle	1 LS	\$3,615.00	1	\$3,615.00					1	\$3,615.00	100.0%
CO8	Excavation Below Subgrade (EBS)	1000 CY	-\$12.55	1000	-\$12,550.00					1000	-\$12,550.00	100.0%

Unit Price Progress Estimate

Contractor's Application

Project: Municipal Complex						Application Number: 19						
Application Period: 10/1/2021 to 10/31/2021						Application Date: October 31, 2021						
A				B	C	D	E	F	G	H	I	J
Item		Estimated Bid Quantity	Unit Price	Quantity Completed						Total Completed & Stored to Date (C+E+G)		% Comp.
Bid No.	Description			Previous Applications		This Application		Materials Stored				
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	
CO8	Structural Backfill - Building Pad	410.05 TN	-\$16.00	410.05	-\$6,560.80					410.05	-\$6,560.80	100.0%
CO8	Crushed Aggregate Base Course	900 TN	-\$16.80	900	-\$15,120.00					900	-\$15,120.00	100.0%
CO8	Revision to Police Department	1 LS	\$369.00	1	\$369.00					1	\$369.00	100.0%
CO8	Electrical Fused Panel - Panel 4-EM-1	1 LS	\$3,714.20	1	\$3,714.20					1	\$3,714.20	100.0%
CO8	Valley Curb Installation - STH60	1 LS	\$3,132.00	1	\$3,132.00					1	\$3,132.00	100.0%
CO8	Owner Furnished Rm Access. Inst	1 LS	\$2,000.00	1	\$2,000.00					1	\$2,000.00	100.0%
CO8	Revisions to Sidewalk/ Curb & Gutter	1 LS	-\$3,966.00	1	-\$3,966.00					1	-\$3,966.00	100.0%
CO8	Add Clothers Dryer Exhaust Fan	1 LS	\$536.00	1	\$536.00					1	\$536.00	100.0%
CO8	Rev Location of Four-Fold Door Swit	1 LS	\$2,365.85	1	\$2,365.85					1	\$2,365.85	100.0%
CO8	Revision to Electrical Dist System	1 LS	\$2,357.00	1	\$2,357.00					1	\$2,357.00	100.0%
CO8	Revision to Curb Inlet Casting Types	1 LS	\$11,052.42	1	\$11,052.42					1	\$11,052.42	100.0%
CO8	Reconfigure Air Drop Locations	1 LS	\$12,872.00	1	\$12,872.00					1	\$12,872.00	100.0%
CO8	Metal Canopy - Main Lobby Entrance	1 LS	\$12,992.00									
CO9	Deduct security bollard	1 EA	-\$2,325.00	1	-\$2,325.00					1	-\$2,325.00	100.0%
CO9	Tornado Siren Circuit Wiring	1 LS	\$1,972.90	1	\$1,972.90					1	\$1,972.90	100.0%
CO9	Security Monitor Provisions	1 LS	\$1,738.50	1	\$1,738.50					1	\$1,738.50	100.0%
CO9	Data Cables Addit Security Cameras	1 LS	\$5,413.50	1	\$5,413.50					1	\$5,413.50	100.0%
CO9	Deduct Revised Plantings & Landscape	1 LS	-\$993.20	1	-\$993.20					1	-\$993.20	100.0%
CO9	Electrical Cord Drop Offsets	1 LS	\$3,171.32	1	\$3,171.32					1	\$3,171.32	100.0%
CO9	Precast Concrete Cores	1 LS	\$4,608.00	1	\$4,608.00					1	\$4,608.00	100.0%
CO9	Upgrade to Appartus Bay Veh Exh	1 LS	\$12,681.00									
CO9	Install of Owner Supplied Data Rack	1 LS	\$1,928.00	1	\$1,928.00					1	\$1,928.00	100.0%
CO10	Deduct Traffic Alert System	1 LS	-\$3,792.00	1	-\$3,792.00					1	-\$3,792.00	100.0%
CO10	Raise cabinet base height	1 LS	\$2,737.00	1	\$2,737.00					1	\$2,737.00	100.0%
CO10	Pylon/Monument Sign Electric Circuit	1 LS	\$1,420.00	1	\$1,420.00					1	\$1,420.00	100.0%
CO10	Reroute Data Cable to Addt Switch Gr	1 LS	\$4,168.75	1	\$4,168.75					1	\$4,168.75	100.0%
CO10	Revised Speaker Wiring Plan/Volume	1 LS	\$4,714.50	1	\$4,714.50					1	\$4,714.50	100.0%
CO11	Repair Hose Tower Lift Winch	1 LS	\$6,814.76									
	TOTAL				\$768,314.98		\$11,022.00				\$779,336.98	

Progress Estimate - Lump Sum Work

Contractor's Application

Project: Municipal Complex				Application Number: 19				
Application Period: 10/1/2021 to 10/31/2021				Application Date: 10/31/2021				
			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period				
	General Conditions	\$280,000.00	\$266,000.00			\$266,000.00	95.0%	\$14,000.00
	Bond	\$80,000.00	\$80,000.00			\$80,000.00	100.0%	
	Site Utilities	\$225,200.00	\$225,200.00			\$225,200.00	100.0%	
	Site Work	\$106,330.00	\$96,371.10			\$96,371.10	90.6%	\$9,958.90
	Asphalt	\$213,247.00	\$137,065.60			\$137,065.60	64.3%	\$76,181.40
	Fencing	\$23,834.00	\$23,834.00			\$23,834.00	100.0%	
	Landscaping	\$45,000.00		\$7,280.00		\$7,280.00	16.2%	\$37,720.00
	Concrete Foundations	\$180,000.00	\$180,000.00			\$180,000.00	100.0%	
	Concrete Flatwork	\$515,000.00	\$515,000.00			\$515,000.00	100.0%	
	Precast Concrete	\$1,690,000.00	\$1,690,000.00			\$1,690,000.00	100.0%	
	Masonry	\$325,000.00	\$325,000.00			\$325,000.00	100.0%	
	Structural Steel	\$780,000.00	\$780,000.00			\$780,000.00	100.0%	
	Carpentry	\$180,000.00	\$180,000.00			\$180,000.00	100.0%	
	Cabinets	\$162,454.37	\$140,000.00	\$21,089.37		\$161,089.37	99.2%	\$1,365.00
	Insulation	\$2,980.00	\$2,980.00			\$2,980.00	100.0%	
	Roofing	\$330,875.00	\$330,875.00			\$330,875.00	100.0%	
	EIFS	\$21,782.00	\$21,782.00			\$21,782.00	100.0%	
	Caulking	\$15,000.00	\$15,000.00			\$15,000.00	100.0%	
	HM & Wood Doors	\$206,860.00	\$206,860.00			\$206,860.00	100.0%	
	Aluminum Entrances	\$272,555.00	\$267,172.00	\$5,383.00		\$272,555.00	100.0%	
	Overhead Doors	\$287,700.00	\$287,700.00			\$287,700.00	100.0%	
	Gypsum Board Assemblies	\$543,000.00	\$543,000.00			\$543,000.00	100.0%	
	Flooring	\$217,739.00	\$217,739.00			\$217,739.00	100.0%	
	Epoxy Flooring	\$100,749.30	\$76,915.02			\$76,915.02	76.3%	\$23,834.28
	Painting	\$131,975.00	\$131,975.00			\$131,975.00	100.0%	
	Acoustic Ceilings	\$85,250.00	\$55,217.62			\$55,217.62	64.8%	\$30,032.38
	Specialties	\$80,000.00	\$53,705.00			\$53,705.00	67.1%	\$26,295.00
	Lockers	\$116,505.49	\$26,975.00	\$89,530.49		\$116,505.49	100.0%	
	Mobil Storage Shelving	\$35,000.00	\$9,000.00			\$9,000.00	25.7%	\$26,000.00
	Furnishings - Blinds	\$7,245.00		\$7,245.00		\$7,245.00	100.0%	
	Elevator	\$59,050.00	\$56,098.00			\$56,098.00	95.0%	\$2,952.00
	Firehose Lift	\$53,000.00	\$53,000.00			\$53,000.00	100.0%	
	Firehouse Slide Pole	\$21,500.00	\$20,688.00	\$812.00		\$21,500.00	100.0%	
	Mechanical HVAC	\$1,215,000.00	\$1,037,308.00			\$1,037,308.00	85.4%	\$177,692.00
	Sprinklers	\$109,510.00	\$108,650.00	\$860.00		\$109,510.00	100.0%	
	Plumbing	\$613,850.00	\$613,850.00			\$613,850.00	100.0%	
	Electrical	\$1,146,400.00	\$1,146,400.00			\$1,146,400.00	100.0%	
	OH, Supervision & Profit	\$453,873.84	\$390,061.35	\$18,425.11		\$408,486.46	90.0%	\$45,387.38

Progress Estimate - Lump Sum Work

Contractor's Application

Project: Municipal Complex					Application Number: 19				
Application Period: 10/1/2021 to 10/31/2021					Application Date: 10/31/2021				
				Work Completed		E	F		G
A			B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description		Scheduled Value (\$)	From Previous Application (C+D)	This Period				
			\$10,933,465.00	\$10,311,421.69	\$150,624.97		\$10,462,046.66		\$471,418.34

WAIVER OF LIEN

October 31, 2021

For value received, we hereby waive **partial** rights and claims for lien on land and on Buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,
for **Village of Jackson** Owner
by **Mike Koenig Construction Co., Inc.**, contractor
for **Application No. 19 Invoice #11348 \$153,564.62** *contingent on payment*
same being situated in **Washington County, State of Wisconsin**, described as

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

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

MIKE KOENIG CONSTRUCTION CO., INC.

 11-5-21
(Signature) (Date)

NAME: Pete Schmoll
TITLE: Project Manager

UNCONDITIONAL WAIVER OF LIEN

DATE CHECK RECEIVED: 10/18/2021

For value received, we hereby waive **partial** rights and claims for lien on land and on Buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,
for **Village of Jackson** Owner
by **Mike Koenig Construction Co., Inc.**, contractor
for **Application #18 Invoice #11336 \$270,020.38** same being situated in **Washington County, State of Wisconsin**, described as

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

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

MIKE KOENIG CONSTRUCTION CO., INC.


(Signature)

11-5-21
(Date)

NAME: Donna Tewelis
TITLE: Office Manager

UNCONDITIONAL WAIVER OF LIEN

DATE CHECK RECEIVED: 9/20/2021

For value received, we hereby waive **partial** rights and claims for lien on land and on Buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,
for **Village of Jackson** Owner
by **Mike Koenig Construction Co., Inc.**, contractor
for **Application #17 Invoice #11319 \$230,133.69** same being situated in **Washington County, State of Wisconsin**, described as

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

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

MIKE KOENIG CONSTRUCTION CO., INC.

Donna Tewelis 9/22/21
(Signature) (Date)

NAME: Donna Tewelis
TITLE: Office Manager

Waiver of Construction Lien

Contractor's Name: HOHMANN PAINTING & DEC, INC.
Address: 4618 EVERGREEN DR.
SHEBOYGAN, WI. 53081
Property improved by Contractor's work or material located in WASHINGTON County, WI
Name and Address of the Project: JACKSON MUNICIPAL COMPLEX
STATE HWY 60 JACKSON, WI. 53033
Contractor's work furnished at request of: MIKE KOENIG CONSTRUCTION
Description of labor and/or material furnished: PAINTING

Waiver of lien rights: (Select A or B)

A. WAIVER OF ALL LIEN RIGHTS

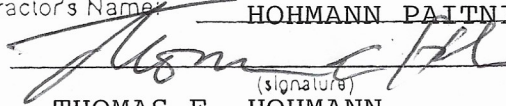
☐ Full waiver of all lien rights is made for all labor performed and/or material furnished at any time by contractor in past or in the future, for the project and property described above.

B. PARTIAL WAIVER OF LIEN RIGHTS

☒ A full waiver of all lien rights is made for all labor and/or materials furnished by the contractor for all work completed through Payment Application # _____ dated 8/24/21 in the amount of \$20,225.50

Title companies, lenders or others may require disclosure of the subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described work. Please specify the name(s), contact name & phone number, description of materials/work and amounts of Contractor's subcontractors and material suppliers furnishing any portion of the work being waived.

Name(s)	Contact Name/Phone Number	Description of Materials/Work	Amount

Contractor's Name: HOHMANN PAINTING & DEC, INC.
By:  Address: 4618 EVERGREEN DR.
(signature)
THOMAS E. HOHMANN SHEBOYGAN, WI. 53081
(print name of authorized agent signing above)
Title: V.P. Phone: 920-452-1261

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

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

PARTIAL UNCONDITIONAL WAIVER

RE: Jackson Municipal
N168 W1972 Main Street
Jackson, WI

IN CONSIDERATION OF THE SUM OF: (\$ 37,338.81)

The receipt of which is hereby acknowledged, the undersigned does hereby WAIVE, RELEASE AND FOREVER DISCHARGE any and all liens, claims or rights of liens on or against the premises described above for and on account of work performed and labor, equipment and or materials supplied at or in connection with construction or improvement at the premises described above.

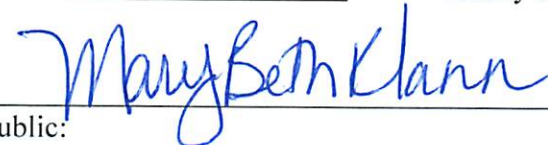
THROUGH DATE: 08/31/2021 SERVICE SUPPLIED: CERAMIC, RESILIENT, CARPET MATERIALS AND LABOR

BY: 
Joseph G. Watmolen

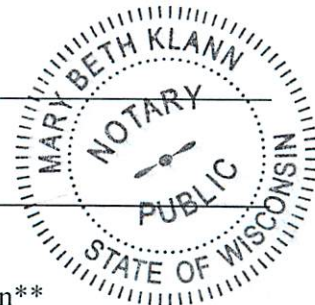
COMPANY NAME: JW FLOORING INC
COMPANY ADDRESS: 2289 MAIN STREET
GREEN BAY, WI 54311

Subscribed and sworn before me this 26TH day of OCTOBER, 2021

State of: WISCONSIN County of: BROWN


Notary Public:

My commission expires: AUGUST 25, 2025



Return executed waiver to Immel Construction

WAIVER OF LIEN

DATE: August 31, 2021

Company: Germantown Iron & Steel Corp.

FOR VALUE RECEIVED, \$19,000.00, WE hereby waive (**PARTIAL**) rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For (owner), Village of Jackson

By (contractor), Mike Koenig Construction Co., Inc.

For (work/material): Structural and miscellaneous steel

Same being situated in **Washington County**, State of Wisconsin,

Described as (address),

Village of Jackson Municipal Complex
N168W19721 Main St.
Jackson, WI 53037

For **all labor** performed and for **all material** furnished for the erection, construction, alteration or repair of said building and appurtenances, except, None

Signature: Breanna Bartmann

Name: Breanna C. Bartmann

Title: Accountant

Waiver of Construction Lien, Payment
Bond and Lien on Funds

Oct 20 2021
For good and valuable consideration, the undersigned hereby irrevocably and unconditionally waives and releases any and all (a) rights and claims for a construction or other lien on land and buildings being constructed, altered, erected or repaired and to the appurtenances thereunto, (b) rights and claims on any payment bond(s) furnished in conjunction with said construction, alteration, erection or repair, and (c) rights and claims for lien on money, bonds, or warrants due or to become due to the prime contractor therefor. The property covered by this waiver is owned by Village of Jackson
(owner), is located at N168W19221 Main St Jackson WI
in the County of Washington Wisconsin is described as
and this waiver pertains to a portion of the work to be performed by JAK Enterprises
(prime contractor).
This waiver covers all labor, material and supplies for construction alteration, erection, and repairs furnished by the undersigned under a contract with Mike Koenig Construction Co, Inc.
through the dated of this waiver in the amount of \$25,500.00

Subcontract Waiver Form
Wisconsin Chapter, AGC

Company Name JAK Enterprises
By Lina M. Labe
Its Adm. Mgr.

2900 W. Elberg Avenue
Appleton, WI. 54914
920- 738-9315 Ph.
920- 738-9253 Fax

Appleton Acoustical Systems, Inc

UNCONDITIONAL LIEN WAIVER

STATE OF Wisconsin DATE 9/28/2021
COUNTY OF Outagamie

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

For: Village of Jackson owner
Contractor: Mike Koenig Construction Co., Inc.
By: Appleton Acoustical Systems
 \$39,258.75

Said lands being situated in Washington County, State of Wisconsin, and being described as follows:

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

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


Appleton Acoustical Systems

UNCONDITIONAL LIEN WAIVER

STATE OF Wisconsin DATE 10/5/2021
COUNTY OF Waukesha

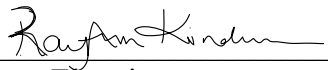
For value received, I hereby waive **partial** rights and claims for lien on land and on buildings about to be erected, erected, altered, or repaired and to the appurtenances thereunto,

For: Village of Jackson owner
Contractor: Mike Koenig Construction Co., Inc.
For: Electrical
\$46,291.57

Said lands being situated in Washington County, State of Wisconsin, and being described as follows:

Village of Jackson Municipal Complex
N168W19721 Main Street
Jackson, WI 53037

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



Empower Electric

LIEN WAIVER (pursuant to §779.05, Wis. Stats)

☐ **ALL PAST AND FUTURE LIEN RIGHTS ARE WAIVED.** The undersigned waives all rights, claims and interest for liens on the Property for all labor, services, materials, plans, or specifications performed, furnished, procured or contracted for by and/or through the undersigned, or to be performed, furnished, procured, or contracted for by and/or through the undersigned, for the erection, construction, alteration or repair of building(s) and/or improvement(s) on the Property, including the appurtenances thereto.

☐ **ALL LIEN RIGHTS ARE WAIVED TO DATE.** The undersigned waives all rights, claims and interest for liens on the property described below ("Property") for all labor, services, materials, plans, or specifications performed, furnished, procured or contracted for by and/or through the undersigned for all time up to and including the date of _____, 20_____, for the erection, construction, alteration or repair of building(s) and/or improvement(s) on the Property, including the appurtenances thereto.

☒ **ONLY THE LISTED LIEN RIGHTS ARE WAIVED.** The undersigned waives the following rights, claims and interest for liens on the Property, for labor, services, materials, plans, or specifications performed, furnished, procured or contracted for by and/or through the undersigned for the erection, construction, alteration or repair of building(s) and/or improvement(s) on the Property, including the appurtenances thereto: for payment of #4 invoice
#4 in the amount of \$37,335.00 and #5 in the amount of \$1,710.00
totaling \$39,045.00 on contract B98

Owner of Property:	Jackson Municipal Complex
Property Address or Brief Legal Description:	N168 W19721 main St. Jackson. WI 53037

Items for which the undersigned is NOT waiving lien rights against the Property (if nothing is identified, then the word "None" is deemed to be inserted): balance to finish plus retainage
\$14,385.00

The undersigned acknowledges that:

1. Pursuant to Section 779.05. Wis. Stats., the undersigned may refuse to furnish this waiver unless paid in full for the labor, services, materials, plans, or specifications to which this waiver relates.
2. Pursuant to Section 779.05. Wis. Stats., this waiver is valid and binding as a waiver whether or not consideration was paid for this waiver and whether or not this waiver is signed before or after the labor, services, materials, plans, or specifications were performed, furnished, or procured, or contracted for.
3. This is a waiver of lien rights against the Property only and not of any of undersigned's contract rights.
4. Failure to pay over monies received and due to others may result in civil and criminal liability.

Dated: Oct 25, 2021.

Reliable Door and Dock Inc
(COMPANY NAME)

Andrea Schroeter
(SIGNATURE)

Andrea Schroeter
(PRINTED NAME)

Accountant
(TITLE)

LIEN WAIVER AND RELEASE OF CLAIMS
FOR SUBCONTRACTOR AGENTS AND SUPPLY AGENTS

The undersigned has been employed by **Fly Me Flag Inc** to furnish labor, equipment, materials and services for (A) Flagpoles w/Install pursuant to an agreement with (B)

Mike Koenig Construction for the improvements to:

Project: Village of Jackson Municipal Complex

Site Address: N168 W19721 Main Street
Jackson, W53037

For and in consideration of the sum of \$ 8244.10, Supply Agent does hereby waive and release all lien rights to or claim of lien on real property with respect to its work on the Project, and on the monies or other considerations due or to become due Supply Agent by virtue of said work, including all rights under applicable laws and regulations relating to the Project, including, but not limited to, rights or claims to any lien on Project proceeds or rights or claims on any Payment and/or Performance Bonds.

Supply Agent further represents and warrants that it has paid for all the labor, equipment, materials and services used, supplied or incorporated into its work, including such labor, equipment, materials and services of all its subcontractors and/or suppliers who have furnished the same as part of Supply Agent's work through and as of this 27th day of Sept., 2021.

Supply Agent: Fly Me Flag, LLC

By: Robert Seward

Title: owner

- (A) Fill in nature of work
- (B) Sub-tier Subcontractor or Supplier
- (C) Amount shown should be the amount actually received

MIKE KOENIG CONSTRUCTION COMPANY, INC.

6599

09-21-21

47209

DATE	INVOICE	DESCRIPTION	GROSS	RETENTN	DISCOUNT	CHECK NO.	NET
082321	6744		8678.00	-433.90			8244.10

TOTALS:

8678.00

-433.90

8244.10

Please send an UNCONDITIONAL lien waiver for this payment immediately to office@mikekoenigconstruction.com. Include the jobsite address:

Jackson Municipal Complex
N168 W19721 Main Street
Jackson, WI 53037

Thank you

WAIVER OF LIEN

9-27-2021

19

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

for owner
by Mike Koernig Construction Co Inc contractor

for Interior Store front Entrances

same being situated in Washington County, State of Wisconsin, described as

Jackson Municipal Complex

N 168 W 19721 Main St.

Jackson, WI 53037

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

Tri City Glass + Door

Larry Bender President

Larry Bender

Unconditional Waiver and Release Upon Payment

Date: 10/5/21

The undersigned has been paid and has received a partial payment for invoice 0020470-IN in the sum of

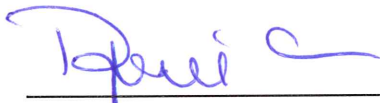
Twenty Five Thousand Six Hundred Twenty Six and 25/100 (\$25,626.25)

for labor, services, equipment or materials furnished to **Mike Koenig**

Construction Co. (customer of party signed wavier) on the **Jackson Municipal Complex** (owner)

located **N168 W19721 Main Street** (job description) and does hereby release pro tanto any mechanic's lien, stop notice or bond right that undersigned has on the above referenced job to the following extent. This release covers a partial payment for labor, services, equipment or materials furnished to **Mike Koenig Construction Co.** (customer of party signing this waiver) through 10/5/21 (date only and does not cover any retention or items furnished after that date.

Company Name: **GearGrid Corporation**
Address: **670 SW 15th Street**
Forest Lake, MN 55025



Signature

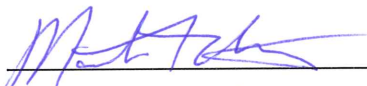
10/5/21

Date

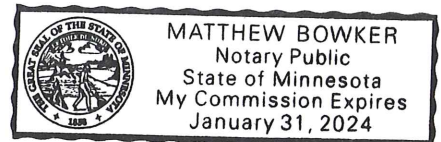
Inside Sales Manager

Title

Subscribed and sworn to before me this 5 day of
October 2021.

Notary Public: 

My Commission Expires: 1/31/24





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

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

December 7, 2021

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

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

Re: Contractor's Application for Payment No. 20
Municipal Complex
Project No. J05789-0002

Dear Mr. Kober:

Enclosed for your use in payment to Mike Koenig Construction Co., Inc. in the amount of \$181,995.17 is Contractor's Application for Payment No. 20.

Please Note: As the Contractor has not yet received payment from the Village related to their Application for Payment No. 19, this application does not include lien waivers from subcontractors and/or material suppliers associated with Application No. 19. These lien waivers will be submitted and included with Contractor's application for payment no. 21.

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

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

Sincerely,

CEDAR CORPORATION

A handwritten signature in blue ink, appearing to read 'Doug Kroes'.

Douglas T. Kroes
Senior Construction Manager

Enclosed: Contractor's Application for Payment No. 20
Lien Waivers – Application for Payment No. 18

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

☒ Owner ☐ Engineer
☐ Contractor ☐ Funding Agency

Contractor's Application for Payment No. 20

Application Period: 10/1/2021 to 10/31/2021		Application Date: 11/30/2021
To (Owner): Village of Jackson	From (Contractor): Mike Koenig Construction Co., Inc.	Via (Engineer): Cedar Corporation
Project: Municipal Complex	Contract: B-20	
Owner's Contract No:	Contractor's Project No: 200500	Engineer's Project No: J5789-0002

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1 & 2	\$98,969.67	
3		\$16,234.00
4	\$16,392.00	
5		\$759.00
6 & 7	\$29,586.75	
8 & 9	\$41,388.69	
10	\$9,248.25	
11	\$6,814.76	
TOTALS	\$202,400.12	\$16,993.00
NET CHANGE BY CHANGE ORDERS	\$185,407.12	

1. ORIGINAL CONTRACT PRICE.....	\$	\$11,595,340.00
2. Net change by Change Orders.....	\$	\$185,407.12
3. Current Contract Price (Line 1 ± 2).....	\$	\$11,780,747.12
4. TOTAL COMPLETED AND STORED TO DATE (Column I total on Progress Estimates).....	\$	\$11,432,957.51
5. RETAINAGE:		
a. 5% X \$11,432,957.51 Work Completed.....	\$	\$571,647.88
b. 5% X _____ Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$571,647.88
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$10,861,309.63
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$10,679,314.46
8. AMOUNT DUE THIS APPLICATION.....	\$	\$181,995.17

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;

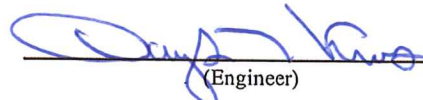
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner 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: 11/30/21

Payment of: \$ 181,995.17
(Line 8 or other - attach explanation of the other amount)

is recommended by:  12-7-21
(Engineer) (Date)

Payment of: \$ 181,995.17
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

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

Progress Estimate - Lump Sum Work

Contractor's Application

Project: Municipal Complex				Application Number: 20				
Application Period: 11/1/2021 to 11/30/2021				Application Date: 11/30/2021				
			Work Completed		E	F		G
Specification Section No.	A	B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period				
	General Conditions	\$280,000.00	\$266,000.00	\$4,000.00		\$270,000.00	96.4%	\$10,000.00
	Bond	\$80,000.00	\$80,000.00			\$80,000.00	100.0%	
	Site Utilities	\$225,200.00	\$225,200.00			\$225,200.00	100.0%	
	Site Work	\$96,371.10	\$96,371.10			\$96,371.10	100.0%	
	Asphalt	\$213,247.00	\$137,065.60			\$137,065.60	64.3%	\$76,181.40
	Fencing	\$23,834.00	\$23,834.00			\$23,834.00	100.0%	
	Landscaping	\$7,280.00	\$7,280.00			\$7,280.00	100.0%	
	Concrete Foundations	\$180,000.00	\$180,000.00			\$180,000.00	100.0%	
	Concrete Flatwork	\$515,000.00	\$515,000.00			\$515,000.00	100.0%	
	Precast Concrete	\$1,690,000.00	\$1,690,000.00			\$1,690,000.00	100.0%	
	Masonry	\$325,000.00	\$325,000.00			\$325,000.00	100.0%	
	Structural Steel	\$780,000.00	\$780,000.00			\$780,000.00	100.0%	
	Carpentry	\$180,000.00	\$180,000.00			\$180,000.00	100.0%	
	Cabinets	\$162,454.37	\$161,089.37	\$1,365.00		\$162,454.37	100.0%	
	Insulation	\$2,980.00	\$2,980.00			\$2,980.00	100.0%	
	Roofing	\$330,875.00	\$330,875.00			\$330,875.00	100.0%	
	EIFS	\$21,782.00	\$21,782.00			\$21,782.00	100.0%	
	Caulking	\$15,000.00	\$15,000.00			\$15,000.00	100.0%	
	HM & Wood Doors	\$206,860.00	\$206,860.00			\$206,860.00	100.0%	
	Aluminum Entrances	\$272,555.00	\$272,555.00			\$272,555.00	100.0%	
	Overhead Doors	\$287,700.00	\$287,700.00			\$287,700.00	100.0%	
	Gypsum Board Assemblies	\$543,000.00	\$543,000.00			\$543,000.00	100.0%	
	Flooring	\$217,739.00	\$217,739.00			\$217,739.00	100.0%	
	Epoxy Flooring	\$100,749.30	\$76,915.02			\$76,915.02	76.3%	\$23,834.28
	Painting	\$131,975.00	\$131,975.00			\$131,975.00	100.0%	
	Acoustic Ceilings	\$85,250.00	\$55,217.62	\$18,405.87		\$73,623.49	86.4%	\$11,626.51
	Specialties	\$80,000.00	\$53,705.00	\$22,050.00		\$75,755.00	94.7%	\$4,245.00
	Lockers	\$116,505.49	\$116,505.49			\$116,505.49	100.0%	
	Mobil Storage Shelving	\$35,000.00	\$9,000.00			\$9,000.00	25.7%	\$26,000.00
	Furnishings - Blinds	\$7,245.00	\$7,245.00			\$7,245.00	100.0%	
	Elevator	\$59,050.00	\$56,098.00			\$56,098.00	95.0%	\$2,952.00
	Firehose Lift	\$53,000.00	\$53,000.00			\$53,000.00	100.0%	
	Firehouse Slide Pole	\$21,500.00	\$21,500.00			\$21,500.00	100.0%	
	Mechanical HVAC	\$1,215,000.00	\$1,037,308.00	\$107,761.00		\$1,145,069.00	94.2%	\$69,931.00
	Sprinklers	\$109,510.00	\$109,510.00			\$109,510.00	100.0%	
	Plumbing	\$613,850.00	\$613,850.00			\$613,850.00	100.0%	
	Electrical	\$1,146,400.00	\$1,146,400.00			\$1,146,400.00	100.0%	
	OH, Supervision & Profit	\$501,552.74	\$408,486.46	\$25,000.00		\$433,486.46	86.4%	\$68,066.28

Progress Estimate - Lump Sum Work

Contractor's Application

Project: Municipal Complex				Application Number: 20				
Application Period: 11/1/2021 to 11/30/2021				Application Date: 11/30/2021				
			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period				
		\$10,933,465.00	\$10,462,046.66	\$178,581.87		\$10,640,628.53		\$292,836.47

Unit Price Progress Estimate

Contractor's Application

Project: Municipal Complex						Application Number: 20						
Application Period: 11/1/2021 to 11/30/2021						Application Date: November 30, 2021						
A				B	C	D	E	F	G	H	I	J
Bid No.	Item Description	Estimated Bid Quantity	Unit Price	Quantity Completed						Total Completed & Stored to Date (C+E+G)		% Comp.
				Previous Applications		This Application		Materials Stored				
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	
1	Imported Fill Material-Soil Class D-2	115 CY	\$22.75	115	\$2,616.25					115	\$2,616.25	100.0%
2	Footing Foundation Stabilization											
	Excavation	700 CY	\$12.50	700	\$8,750.00					700	\$8,750.00	100.0%
3	Footing Foundation Stabilization											
	Backfill - 1 1/4" CABC Dense	1400 TN	\$16.00	1400	\$22,400.00					1400	\$22,400.00	100.00%
4	Excavation Below Subgrade (EBS) -											
	Building	1115 CY	\$12.55	1115	\$13,993.25					1115	\$13,993.25	100.00%
5	Structural Backfill - Building Pad - Soil											
	Class D-3	4400 TN	\$16.00	4400.03	\$70,400.00					4400.03	\$70,400.00	100.00%
6	Crushed Aggregate Base Course - 1 1/4"											
	Dense - Site	17500 TN	\$16.80	17433.91	\$292,889.69					17433.91	\$292,889.69	99.62%
7	Crushed Aggregate Base Course - 1 1/4"											
	Dense -Building	TN	\$16.80									
8	Geogrid - Site	13000 SY	\$2.80	13000	\$36,400.00					13000	\$36,400.00	100.0%
CO1	Add Transoms to Entry Doors (8 EA)	1 LS	\$3,566.50	1	\$3,566.50					1	\$3,566.50	100.0%
CO1	Removal & Disposal of Concrete Debris											
	Pile	1 LS	\$7,363.00	1	\$7,363.00					1	\$7,363.00	100.0%
CO1	CREDIT Fire Dept. Log w/i Precast											
	Panel	1 LS	-\$1,722.00	1	-\$1,722.00					1	-\$1,722.00	100.0%
CO2	Geogrid - Building Pad Stabilization	5450 SY	\$3.55	4905	\$17,412.75					4905	\$17,412.75	90.0%
CO2	3" Dense Graded Base - Building Pad											
	Stabilization	7500 TN	\$19.75	5858.87	\$115,712.68					5858.87	\$115,712.68	78.1%
CO2	4"-8" Stone (6/18/20 Bldg Pad											
	Stabilization Test Strip)	42.45 TN	\$40.00	42.45	\$1,698.00					42.45	\$1,698.00	100.0%
CO2	Existing Foundation Debris Disposal	1 LS	\$4,258.17	1	\$4,258.17					1	\$4,258.17	100.0%
CO2	Alternate Exterior Brick Material	1 LS	\$38,274.00	1	\$38,274.00					1	\$38,274.00	100.0%
CO3	Water Main Extension	1 LS	\$4,445.00	1	\$4,445.00					1	\$4,445.00	100.0%
CO3	Export Surplus Excavated Material	1 LS	\$58,690.00	1	\$58,690.00					1	\$58,690.00	100.0%
CO3	Additional Roof Drain Lateral	1 LS	\$4,231.00	1	\$4,231.00					1	\$4,231.00	100.0%
CO3	Tornado Siren Electrical Siren	1 LS	\$4,633.00	1	\$4,633.00					1	\$4,633.00	100.0%
CO3	Increased Window Size - Fire Dept. K	1 LS	\$3,142.00	1	\$3,142.00					1	\$3,142.00	100.0%

Unit Price Progress Estimate

Contractor's Application

Project: Municipal Complex						Application Number: 20							
Application Period: 11/1/2021 to 11/30/2021						Application Date: November 30, 2021							
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		Quantity
CO4	Revision to Monument Sign Conduits	1 LS	\$673.00	1	\$673.00						1	\$673.00	100.0%
CO4	Revision to Elevator shaft wall locations and footings/structural slab	1 LS	\$4,848.00	1	\$4,848.00						1	\$4,848.00	100.0%
CO4	Addition of Rip Rap to 6" roof drain discharge to pond embankment	1 LS	\$847.00	1	\$847.00						1	\$847.00	100.0%
CO4	Enlarge Window Size - Fire Dept. Resource Report Watch Room	1 LS	\$4,165.00	1	\$4,165.00						1	\$4,165.00	100.0%
CO4	Building D Stairwell, West - Add access door to stairwell from hallway	1 LS	\$5,424.00	1	\$5,424.00						1	\$5,424.00	100.0%
CO4	CMU Partition Wall Footing - Room 1D27/1D28	1 LS	\$435.00	1	\$435.00						1	\$435.00	100.0%
CO5	Movable Partition Wall Strt. Support	1 LS	\$3,045.00	1	\$3,045.00						1	\$3,045.00	100.0%
CO5	High Speed OH Doors - PD	1 LS	\$2,254.00	1	\$2,254.00						1	\$2,254.00	100.0%
CO5	Waste Line Relocations - ADA rtms	1 LS	\$697.00	1	\$697.00						1	\$697.00	100.0%
CO5	Precast Plank Support Hanger/CMU	1 LS	-\$1,677.00	1	-\$1,677.00						1	-\$1,677.00	100.0%
CO5	Tower Windows - Material Revision	1 LS	-\$12,140.00	1	-\$12,140.00						1	-\$12,140.00	100.0%
CO5	Countertop - Material Revision	1 LS	-\$295.00	1	-\$295.00						1	-\$295.00	100.0%
CO5	Thin brick Handling Charge	1 LS	\$7,357.00	1	\$7,357.00						1	\$7,357.00	100.0%
CO6	Burn Tower Structure Foundation	1 LS	\$26,455.00	1	\$26,455.00						1	\$26,455.00	100.0%
CO6	Interior Bollards - Bldg E - Fire Dept	1 LS	-\$5,758.00	1	-\$5,758.00						1	-\$5,758.00	100.0%
CO6	Additional Electrical Outlets Bldg D	1 LS	\$2,803.28	1	\$2,803.28						1	\$2,803.28	100.0%
CO6	Revision to Hallway Windows Glass	1 LS	\$144.00	1	\$144.00						1	\$144.00	100.0%
CO6	HVAC Return Air Ductwork Bldg D	1 LS	\$4,203.00	1	\$4,203.00						1	\$4,203.00	100.0%
CO6	Relocation of Emergency Services	1 LS	-\$958.71	1	-\$958.71						1	-\$958.71	100.0%
CO6	IT Switch Gear - Bldg D 2nd Floor	1 LS	\$898.75	1	\$898.75						1	\$898.75	100.0%
CO6	Changes to Proposed Ceiling Bldg D	1 LS	\$2,180.14	1	\$2,180.14						1	\$2,180.14	100.0%
CO6	Work Station Case Work - Bldg A	1 LS	-\$1,135.00	1	-\$1,135.00						1	-\$1,135.00	100.0%
CO6	653 CY Footing Foundation Excavat.	653 CY	-\$12.50	653	-\$8,162.50						653	-\$8,162.50	100.0%
CO6	1265.33 TN Ftg Foundation Backfill	1265.33 TN	-\$16.00	1265.33	-\$20,245.28						1265.33	-\$20,245.28	100.0%
CO6	Modify Ceiling Sound Break Gypsum	1 LS	\$5,473.00	1	\$5,473.00						1	\$5,473.00	100.0%
CO7	2 Windows w/ Building C Village Adm	1 LS	\$4,087.00	1	\$4,087.00						1	\$4,087.00	100.0%
CO7	Electric and Data Outlets Floor Box	1 LS	\$2,465.07	1	\$2,465.07						1	\$2,465.07	100.0%
CO7	Heated Air Curtin Rough-in Prov.	1 LS	\$2,500.00	1	\$2,500.00						1	\$2,500.00	100.0%
CO7	12'W x 4'-2" H Display Cabinet	1 LS	\$11,022.00	1	\$11,022.00						1	\$11,022.00	100.0%
CO7	Depository Recepticle	1 LS	\$3,615.00	1	\$3,615.00						1	\$3,615.00	100.0%
CO8	Excavation Below Subgrade (EBS)	1000 CY	-\$12.55	1000	-\$12,550.00						1000	-\$12,550.00	100.0%

Unit Price Progress Estimate

Contractor's Application

Project: Municipal Complex						Application Number: 20										
Application Period: 11/1/2021 to 11/30/2021						Application Date: November 30, 2021										
A				B	C	D	E	F	G	H	I	J				
Item		Estimated Bid Quantity	Unit Price	Quantity Completed						Total Completed & Stored to Date (C+E+G)		% Comp.				
Bid No.	Description			Previous Applications		This Application		Materials Stored								
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount					
CO8	Structural Backfill - Building Pad	410.05 TN	-\$16.00	410.05	-\$6,560.80	1	\$12,992.00			410.05	-\$6,560.80	100.0%				
CO8	Crushed Aggregate Base Course	900 TN	-\$16.80	900	-\$15,120.00					900	-\$15,120.00	100.0%				
CO8	Revision to Police Department	1 LS	\$369.00	1	\$369.00					1	\$369.00	100.0%				
CO8	Electrical Fused Panel - Panel 4-EM-1	1 LS	\$3,714.20	1	\$3,714.20					1	\$3,714.20	100.0%				
CO8	Valley Curb Installation - STH60	1 LS	\$3,132.00	1	\$3,132.00					1	\$3,132.00	100.0%				
CO8	Owner Furnished Rm Access. Inst	1 LS	\$2,000.00	1	\$2,000.00					1	\$2,000.00	100.0%				
CO8	Revisions to Sidewalk/ Curb & Gutter	1 LS	-\$3,966.00	1	-\$3,966.00					1	-\$3,966.00	100.0%				
CO8	Add Clothers Dryer Exhaust Fan	1 LS	\$536.00	1	\$536.00					1	\$536.00	100.0%				
CO8	Rev Location of Four-Fold Door Swit	1 LS	\$2,365.85	1	\$2,365.85					1	\$2,365.85	100.0%				
CO8	Revision to Electrical Dist System	1 LS	\$2,357.00	1	\$2,357.00					1	\$2,357.00	100.0%				
CO8	Revision to Curb Inlet Casting Types	1 LS	\$11,052.42	1	\$11,052.42					1	\$11,052.42	100.0%				
CO8	Reconfigure Air Drop Locations	1 LS	\$12,872.00	1	\$12,872.00					1	\$12,872.00	100.0%				
CO8	Metal Canopy - Main Lobby Entrance	1 LS	\$12,992.00							1	\$12,992.00	100.0%				
CO9	Deduct security bollard	1 EA	-\$2,325.00	1	-\$2,325.00					1	-\$2,325.00	100.0%				
CO9	Tornado Siren Circuit Wiring	1 LS	\$1,972.90	1	\$1,972.90					1	\$1,972.90	100.0%				
CO9	Security Monitor Provisions	1 LS	\$1,738.50	1	\$1,738.50					1	\$1,738.50	100.0%				
CO9	Data Cables Addit Security Cameras	1 LS	\$5,413.50	1	\$5,413.50					1	\$5,413.50	100.0%				
CO9	Deduct Revised Plantings & Landscape	1 LS	-\$993.20	1	-\$993.20					1	-\$993.20	100.0%				
CO9	Electrical Cord Drop Offsets	1 LS	\$3,171.32	1	\$3,171.32					1	\$3,171.32	100.0%				
CO9	Precast Concrete Cores	1 LS	\$4,608.00	1	\$4,608.00					1	\$4,608.00	100.0%				
CO9	Upgrade to Appartus Bay Veh Exh	1 LS	\$12,681.00													
CO9	Install of Owner Supplied Data Rack	1 LS	\$1,928.00	1	\$1,928.00									1	\$1,928.00	100.0%
CO10	Deduct Traffic Alert System	1 LS	-\$3,792.00	1	-\$3,792.00									1	-\$3,792.00	100.0%
CO10	Raise cabinet base height	1 LS	\$2,737.00	1	\$2,737.00									1	\$2,737.00	100.0%
CO10	Pylon/Monument Sign Electric Circuit	1 LS	\$1,420.00	1	\$1,420.00									1	\$1,420.00	100.0%
CO10	Reroute Data Cable to Addt Switch Gr	1 LS	\$4,168.75	1	\$4,168.75									1	\$4,168.75	100.0%
CO10	Revised Speaker Wiring Plan/Volume	1 LS	\$4,714.50	1	\$4,714.50									1	\$4,714.50	100.0%
CO11	Repair Hose Tower Lift Winch	1 LS	\$6,814.76													
TOTAL					\$779,336.98						\$12,992.00				\$792,328.98	

WAIVER OF LIEN

November 30, 2021

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

for **Village of Jackson** Owner

by **Mike Koenig Construction Co., Inc.**, contractor

for **Application No. 20 Invoice #11366 \$181,995.17** *contingent on payment*
same being situated in **Washington County, State of Wisconsin**, described as

Village of Jackson Municipal Complex

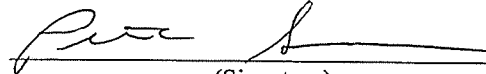
New facility

N168W19721 Main Street

Jackson, WI 53037

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

MIKE KOENIG CONSTRUCTION CO., INC.


(Signature) 11/30/21
(Date)

NAME: Pete Schmoll
TITLE: Project Manager



DJG SALES LLC

W6203 30th Street • New Lisbon, WI 53950-9394

Phone: 608-565-3354 • Fax: 608-565-3352 • E-mail: djgsales@mwt.net

UNCONDITIONAL LIEN WAIVER

State of Wisconsin _____
County of Juneau _____

The undersigned Paul E Gindt of DJG Sales LLC hereby releases, waives, and quitclaims rights to a construction lien in the amount of \$3,320.00 for improvements to, or materials furnished to, the property described as Village of Jackson Municipal Complex, N168 W19721 Main Street, Jackson, WI 53037 _____ through the date of 10-25-2021.

The undersigned warrants that all laborers and subcontractors employed by it, and all suppliers from which it has acquired materials, have been paid their respective portion of prior claims, and that none of such laborers, subcontractors, or suppliers have any claim of lien against the project through 10-25-2021.

This waiver is conditioned upon full satisfaction of the amount shown above.

Signed on 10/25/2021

Signature: Paul E Gindt

Address: W6203 30th Street
New Lisbon, WI 53950

UNCONDITIONAL LIEN WAIVER

STATE OF Wisconsin DATE 12/2/2021
COUNTY OF Waukesha

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

For: Village of Jackson owner
Contractor: Mike Koenig Construction Co., Inc.
By: Patriot Fence
 Invoice #2888 \$2,846.20

Said lands being situated in Washington County, State of Wisconsin, and being described as follows:

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

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



Patriot Fence and Construction LLC.

WAIVER OF LIEN

Monday, October 25, 2021

For value received, we, hereby waive our rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for Village of Jackson owner, by Mike Koenig Construction Co contractor, for doors frames & hardware, same being situated in Washington County, State of Wisconsin, described as

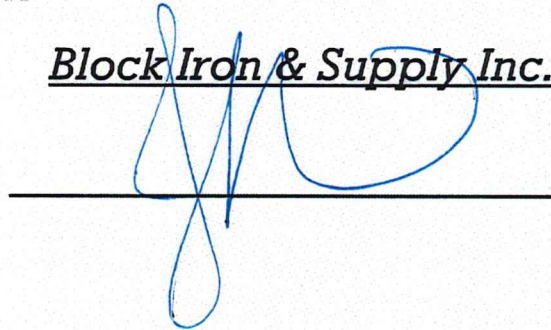
Jackson Municipal Complex

N168 W19721 Main St

Jackson WI 53037

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, Amount of \$2,800.

Block Iron & Supply Inc.

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be the initials 'JW' or similar, with a large loop at the end.

WAIVER OF LIEN

December 2

2021

For value received, We hereby waive all rights and claims for lien on land

And on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Mike Koenig Construction Co., Inc.

owner

By JWC Building Specialties Inc.

Subcontractor

For Operable Partitions

Same being situated in Waukesha County, State of Wisconsin, described as

Jackson Municipal Complex

N168 W19721 Main Street

Jackson, WI 53037

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

Modernfold Group

Cathy Reynolds

Cathy Reynolds, Authorized Agent

LIEN WAIVER (pursuant to §779.05, Wis. Stats)

☐ **ALL PAST AND FUTURE LIEN RIGHTS ARE WAIVED.** The undersigned waives all rights, claims and interest for liens on the Property for all labor, services, materials, plans, or specifications performed, furnished, procured or contracted for by and/or through the undersigned, or to be performed, furnished, procured, or contracted for by and/or through the undersigned, for the erection, construction, alteration or repair of building(s) and/or improvement(s) on the Property, including the appurtenances thereto.

☐ **ALL LIEN RIGHTS ARE WAIVED TO DATE.** The undersigned waives all rights, claims and interest for liens on the property described below ("Property") for all labor, services, materials, plans, or specifications performed, furnished, procured or contracted for by and/or through the undersigned for all time up to and including the date of _____, 20_____, for the erection, construction, alteration or repair of building(s) and/or improvement(s) on the Property, including the appurtenances thereto.

☒ **ONLY THE LISTED LIEN RIGHTS ARE WAIVED.** The undersigned waives the following rights, claims and interest for liens on the Property, for labor, services, materials, plans, or specifications performed, furnished, procured or contracted for by and/or through the undersigned for the erection, construction, alteration or repair of building(s) and/or improvement(s) on the Property, including the appurtenances thereto: for payments on
Invoice # 3 for contract 1398 for total amount of
\$ 61,668.58

Owner of Property:	Jackson Municipal Complex
Property Address or Brief Legal Description:	1168 W 1971 main st. Jackson WI 53037

Items for which the undersigned is NOT waiving lien rights against the Property (if nothing is identified, then the word "None" is deemed to be inserted): balance to finish plus retainage
\$ 36,630.00

The undersigned acknowledges that:

1. Pursuant to Section 779.05, Wis. Stats., the undersigned may refuse to furnish this waiver unless paid in full for the labor, services, materials, plans, or specifications to which this waiver relates.
2. Pursuant to Section 779.05, Wis. Stats., this waiver is valid and binding as a waiver whether or not consideration was paid for this waiver and whether or not this waiver is signed before or after the labor, services, materials, plans, or specifications were performed, furnished, or procured, or contracted for.
3. This is a waiver of lien rights against the Property only and not of any of undersigned's contract rights.
4. Failure to pay over monies received and due to others may result in civil and criminal liability.

Dated: May 3, 2021.

Reliable Door and Dock, Inc
(COMPANY NAME)

Andrea Schroeter
(SIGNATURE)

Andrea Schroeter
(PRINTED NAME)

Accountant
(TITLE)

LIEN WAIVER (pursuant to §779.05, Wis. Stats)

☐ **ALL PAST AND FUTURE LIEN RIGHTS ARE WAIVED.** The undersigned waives all rights, claims and interest for liens on the Property for all labor, services, materials, plans, or specifications performed, furnished, procured or contracted for by and/or through the undersigned, or to be performed, furnished, procured, or contracted for by and/or through the undersigned, for the erection, construction, alteration or repair of building(s) and/or improvement(s) on the Property, including the appurtenances thereto.

☐ **ALL LIEN RIGHTS ARE WAIVED TO DATE.** The undersigned waives all rights, claims and interest for liens on the property described below ("Property") for all labor, services, materials, plans, or specifications performed, furnished, procured or contracted for by and/or through the undersigned for all time up to and including the date of _____, 20_____, for the erection, construction, alteration or repair of building(s) and/or improvement(s) on the Property, including the appurtenances thereto.

☒ **ONLY THE LISTED LIEN RIGHTS ARE WAIVED.** The undersigned waives the following rights, claims and interest for liens on the Property, for labor, services, materials, plans, or specifications performed, furnished, procured or contracted for by and/or through the undersigned for the erection, construction, alteration or repair of building(s) and/or improvement(s) on the Property, including the appurtenances thereto: for payment of #14 invoice
#4 in the amount of \$37,335.00 and #5 in the amount of \$1,710.00
totaling \$39,045.00 on contract B98

Owner of Property:	Jackson Municipal Complex
Property Address or Brief Legal Description:	N168 W19721 main St. Jackson. WI 53037

Items for which the undersigned is NOT waiving lien rights against the Property (if nothing is identified, then the word "None" is deemed to be inserted): balance to finish plus retainage
\$14,385.00

The undersigned acknowledges that:

1. Pursuant to Section 779.05, Wis. Stats., the undersigned may refuse to furnish this waiver unless paid in full for the labor, services, materials, plans, or specifications to which this waiver relates.
2. Pursuant to Section 779.05, Wis. Stats., this waiver is valid and binding as a waiver whether or not consideration was paid for this waiver and whether or not this waiver is signed before or after the labor, services, materials, plans, or specifications were performed, furnished, or procured, or contracted for.
3. This is a waiver of lien rights against the Property only and not of any of undersigned's contract rights.
4. Failure to pay over monies received and due to others may result in civil and criminal liability.

Dated: Oct 25, 2021.

Reliable Door and Dock Inc
(COMPANY NAME)

Andrea Schroeter
(SIGNATURE)

Andrea Schroeter
(PRINTED NAME)

Accountant
(TITLE)

WAIVER OF LIEN

10-25-21

19

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

for Mike Koenig Construction Co., Inc. owner
by Mike Koenig Construction Co., Inc. contractor

for Interior Glass + Storefront
same being situated in Washington County, State of Wisconsin, described as

Jackson Municipal Complex
N168 W19721 Main St.
Jackson, WI 53037

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

Tri City Glass + Door

Larry Bender
President

Unconditional Partial Waiver of Lien

Date: November 2, 2021

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

For Mike Koenig Construction Co., Inc.

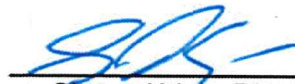
by Automatic Entrances of WI., Inc.

for Automatic Door Equipment

same being situated in Washington County, State of Wisconsin, described as

Village of Jackson Municipal Complex, N169 W19721 Main St., Jackson, WI

for all materials furnished and labor performed for the erection, construction, alteration or repair of said building and appurtenances. All materials used and labor employed on this project have been fully paid for.



Shaun Kring, Director of Operations
Automatic Entrances of Wisconsin, Inc.

WAIVER OF LIEN

For full value received, of \$5852.00 we hereby waive PARTIAL rights and claims for lien on land and on buildings about to erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For MIKE KOENIG
by Best Specialties
for STALLS

same being situated in County of **MILWAUKEE**, state of Wisconsin described as

JACKSON MUNICIPLE CENTER
N168 W19721 MAIN ST
JACKSON, WI

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



Tim Reiser – President
Best Specialties, Inc.

Date: 12.2.2021 _____

AGREEMENT FOR 2022 JACKSON FIRE DEPARTMENT SERVICES

THIS AGREEMENT made this 29th day of November 2021, by and between the **Village of Jackson Fire Department** of the Village of Jackson, Washington County, Wisconsin, hereinafter called the Village, and the **Town of Polk**, Washington County, Wisconsin, hereinafter called the Town.

WITNESS:

1. That for a valuable consideration, the terms of which are more particularly provided for in paragraph two (2) of this agreement, the Village will furnish fire fighting protection and emergency medical service to the designated sections located in the Town for the period of one year, commencing on the 1st day of January, 2022 and ending on the 31st day of December, 2022, and from year to year thereafter unless notice in writing by either party upon the other signifying the intention of terminating this agreement is served by registered mail on or before 360 days before the expiration of such original term or renewed term.
2. That in consideration therefore the Town shall pay the Village for the twelve months commencing on January 1, 2022, and terminating on December 31, 2022, for such protection, the sum of \$74,916.18 Said charge to cover all calls for the period and such principal sum shall be paid as follows: \$18,729.04 on March 11, \$18,729.04 on June 10, \$18,729.04 on September 9, and \$18,729.04 on December 9, 2022.
3. The Village shall invoice the Town for the installments due. An itemized statement and record of fire and EMS calls shall be sent to the Town on a quarterly basis.
 - A. Except that in the case of a car fire or when in the opinion of the Fire Chief or his authorized assistant or other law enforcing agency, that the cause of a fire has been caused by negligence, nonfeasance, malfeasance or any other cause of a suspicious or legally questionable nature, the Village shall within five (5) days after answering the call, forward a copy of the fire report, to the Town Clerk, setting forth the fire facts, the cars owner or renter, length of service in hours, the type of fire cause if possible, and in case of suspicion or questionability of such case, to so state therein, setting forth the reasons therein.
 - B. A further consideration of this agreement is that if the Village operates an emergency medical service, this service be made available to all residents of the Town on a fee basis equal to that charged residents of any other municipality served by the Village, and further that emergency ambulance and/or rescue squad service rendered by the Village to persons injured in accidents on highways or from other causes within the Township be collected according to provisions of existing statutes, laws and ordinances of the State of Wisconsin, Washington County, Wisconsin, and the Village of Jackson.

- C. The Village may exercise its right to bill the Town and the Town shall be liable for the payment of emergency medical calls for assistance that occurred in the Town that remain unpaid after all reasonable efforts to collect them have been exhausted.
- 4. That the Village shall be on call 24 hours a day for such service unless an act of God prevents the Village from fulfilling its duty.
- 5. That the Village assumes all responsibility for any injury to its members in the fighting of fires and the performance of its duties in fighting fires; the Town shall in no way be liable or responsible for any injury suffered by any members of the Village in the performance of its duties in fighting fires; the Town shall in no way be liable or responsible for any injury suffered by any members of the Village in the performance or their duties in fighting of fires; the Town shall not be liable or responsible for any damage to any property of the Village used in the performance of the duty of fighting said fires under this agreement; and the Village shall file with the Town Clerk annually during the term of this contract or renewal thereof proof of current liability, personal injury and compensation coverage's in the form of a certificate of coverage executed by the insurance company or its duly authorized agent underwriting such coverage.
- 6. If the Village makes the necessary fire inspections and files the proper reports, the Village shall be entitled to the fire department insurance dues as provided by section 101.14 of the State Statutes when received by the Town and when the reports have been filed. The Town of Polk shall forward all the 2% dues when they are received to the Village of Jackson. The dues will remain with Village of Jackson for the designated use of the 2% dues according to SPS 330.
 - A. The Village guarantees that fire prevention related inspections will be made as required by law by an authorized member of the Village and the cost of the inspection shall be borne by the Village; and following such inspection, the Chief or his duly authorized agent, shall, on request, file with the Clerk of the Town a report of all premises inspected therein; the date of such inspection and the name of the person making such inspection. The Town further agrees that the Town's building, plumbing and electrical inspectors will assist the Village Fire Inspector in enforcement of fire codes as necessary. Fees charged will not be less than such fees established by the Village.
 - B. Village Fire Inspectors will enforce all federal, State of Wisconsin, Village of Jackson and Town of Polk laws, statutes, ordinances, resolutions and regulations. In doing so, as an agent of the Town, if no such laws have been adopted by the Town, the existing Village fire code Chapter 3.21 to 3.41 excluding section 3.30(A) on open burning, shall be used for enforcement purposes.
- 7. Should a catastrophic event occur within the Town and the cost to provide fire and emergency services to the incident totals over \$10,000, the Village and Town will equally divide the total costs of the incident over \$10,000.

In the presence of:

VILLAGE OF JACKSON, By:

Mike Schwab, Village President

Date

Jennifer Keller, Administrator

Date

In the presence of:

TOWN OF POLK, Washington County, Wisconsin

Albert Schulteis, Town Chairman

Date

Alison Pecha, Town Clerk

Date

AGREEMENT FOR 2022 JACKSON FIRE DEPARTMENT SERVICES

THIS AGREEMENT made this 29th day of November 2021, by and between the **Village of Jackson Fire Department** of the Village of Jackson, Washington County, Wisconsin, hereinafter called the Village, and the **Town of Jackson**, Washington County, Wisconsin, hereinafter called the Town.

WITNESS:

1. That for a valuable consideration, the terms of which are more particularly provided for in paragraph two (2) of this agreement, the Village will furnish firefighting protection and emergency medical service to all sections located in the Town for the period of one year, commencing on the 1st day of January, 2022 and ending on the 31st day of December, 2022, and from year to year thereafter unless notice in writing by either party upon the other signifying the intention of terminating this agreement is served by registered mail on or before 360 days before the expiration of such original term or renewed term.
2. That in consideration therefore the Town shall pay the Village for the twelve months commencing on January 1, 2022, and terminating on December 31, 2022, for such protection, the sum of \$231,169.20. Said charge to cover all calls for the period and such principal sum shall be paid as follows: \$57,792.30 on March 11, \$57,792.30 on June 10, \$57,792.30 on September 9, and \$57,792.30 on December 9, 2022.
3. The Village shall invoice the Town for the installments due. An itemized statement and record of fire and EMS calls shall be sent to the Town on a quarterly basis.
 - A. Except that in the case of a car fire or when in the opinion of the Fire Chief or his authorized assistant or other law enforcing agency, that the cause of a fire has been caused by negligence, nonfeasance, malfeasance or any other cause of a suspicious or legally questionable nature, the Village shall within five (5) days after answering the call, forward a copy of the fire report, to the Town Clerk, setting forth the fire facts, the car's owner or renter, length of service in hours, the type of fire cause if possible, and in case of suspicion or questionability of such case, to so state therein, setting forth the reasons therein.
 - B. A further consideration of this agreement is that if the Village operates an emergency medical service, this service be made available to all residents of the Town on a fee basis equal to that charged residents of any other municipality served by the Village, and further that emergency ambulance and/or rescue squad service rendered by the Village to persons injured in accidents on highways or from other causes within the Township be collected according to provisions of existing statutes, laws and ordinances of the State of Wisconsin, Washington County, Wisconsin, and the Village of Jackson.
 - C. The Village may exercise its right to bill the Town and the Town shall be liable for the payment of emergency medical calls for assistance that occurred in the Town that remain unpaid after all reasonable efforts to collect them have been exhausted.

4. That the Village shall be on call 24 hours a day for such service unless an act of God prevents the Village from fulfilling its duty.
5. That the Village assumes all responsibility for any injury to its members in the fighting of fires and the performance of its duties in fighting fires; the Town shall in no way be liable or responsible for any injury suffered by any members of the Village in the performance of its duties in fighting fires; the Town shall in no way be liable or responsible for any injury suffered by any members of the Village in the performance or their duties in fighting of fires; the Town shall not be liable or responsible for any damage to any property of the Village used in the performance of the duty of fighting said fires under this agreement; and the Village shall file with the Town Clerk annually during the term of this contract or renewal thereof proof of current liability, personal injury and compensation coverage's in the form of a certificate of coverage executed by the insurance company or its duly authorized agent underwriting such coverage.
6. If the Village makes the necessary fire inspections and files the proper reports, the Village shall be entitled to the fire department insurance dues as provided by section 101.14 of the State Statutes when received by the Town and when the reports have been filed. The Town of Jackson shall forward 100% of the 2% dues when they are received to the Village of Jackson. The dues will remain with Village of Jackson for the designated use of the 2% dues according to SPS 330.
 - A. The Village guarantees that fire prevention related inspections will be made as required by law by an authorized member of the Village and the cost of the inspection shall be borne by the Village; and following such inspection, the Chief or his duly authorized agent, shall, on request, file with the Clerk of the Town a report of all premises inspected therein; the date of such inspection and the name of the person making such inspection. The Town further agrees that the Town's building, plumbing and electrical inspectors will assist the Village Fire Inspector in enforcement of fire codes as necessary. Fees charged will not be less than such fees established by the Village.
 - B. Village Fire Inspectors will enforce all federal, State of Wisconsin, Village of Jackson and Town of Jackson laws, statutes, ordinances, resolutions and regulations. In doing so, as an agent of the Town, if no such laws have been adopted by the Town, the existing Village fire code Chapter 3.21 to 3.41 excluding section 3.30(A) on open burning, shall be used for enforcement purposes.
7. Should a catastrophic event occur within the Town and the cost to provide fire and emergency services to the incident totals over \$10,000, the Village and Town will equally divide the total costs of the incident over \$10,000.

In the presence of:

VILLAGE OF JACKSON, By:

Mike Schwab, Village President

Date

Jennifer Keller, Administrator

Date

In the presence of:

TOWN OF JACKSON, Washington County, Wisconsin

Robert Hartwig, Town Chairman

Date

Bob Eichner, Town Clerk

Date

RESOLUTION #21-27

AMENDMENT TO THE 2021 BUDGET

WHEREAS, following a public hearing, the Village Board of the Village of Jackson Adopted the 2021 budget on November 30, 2020; and

WHEREAS, On December 14, 2021, the Village Board adopted a motion to amend the 2021 budget for the Village of Jackson for the Release, Settlement and Termination with the Town of Jackson;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Jackson does hereby approve the budget amendment as described below:

	<u>Original Budget</u>	<u>Amended Budget</u>	<u>Change</u>
Capital Project – Misc. Project Costs	\$525,000	\$800,000	\$275,000

The anticipated additional \$275,000 will be disbursed from the Capital Project Fund which had a reported balance of \$4,785,540 in the 2020 Audited Financial Statements.

Introduced by:_____

Seconded by:_____

Vote:_____Ayes _____Nays

Passed and Approved:_____

Michael E. Schwab – Village President

Attest:_____
Jilline S. Dobratz – Village Clerk

Proof of Posting:

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

Village Official

Date

License Agreement to Farm Public Land

THIS LICENSE AGREEMENT TO FARM PUBLIC LAND is made this ____ day of _____, 2021, between the VILLAGE OF JACKSON, a municipal corporation, of Washington County, Wisconsin ("VILLAGE"), and Robert Loduha, ("Licensee").

WITNESSETH:

The VILLAGE is the owner of a parcel of land located in the Village of Jackson, which is vacant public land located Sec. 20, T10N, R20E PT OF NE NW LOT 1 and LOT 2 DOC 1466506 + 1466507 EXC CSM 6969 and identified by Tax Keys: V3_053600B and V3_053600C. As the VILLAGE has no current plans to develop the property in 2021 and to limit weed growth during 2021, the VILLAGE will grant a license to Robert Loduha for the purpose of farming. In the event the VILLAGE chooses to change the use of these subject lands as commonly defined, a "Term of Convenience" of no less than 120 days shall be provided to the Licensee. Any financial loss for the removal of planted crops, due to termination of the agreement, shall be reimbursed to the Licensee by the VILLAGE.

NOW THEREFORE, IT IS AGREED between the VILLAGE and Licensee as follows:

1. **Premises.** VILLAGE, in consideration of the covenants contained herein, agree to issue a License Agreement to Robert Loduha for the space and area referred to below as the "demised premises" for a fee upon the terms set forth for the purposes of farming.

2. **Demised Premises.** The demised premise consists of vacant public land located in Sec. 20, T10N, R20E PT OF NE NW LOT 1 and LOT 2 DOC 1466506 + 1466507 EXC CSM 6969 and identified by Tax Keys: V3_053600B and V3_053600C which consists of 20 acres. This land is not currently maintained by the Village of Jackson. See EXHIBIT A for map details.

3. **Term.** The term of this license agreement is from January 1, 2022 to November 30, 2022.

4. **Obligations of Licensee.**

A. **Type of Operation.** The demised premises shall be occupied and used by Licensee for farming purposes only. The Village benefits by the continued maintenance of the property. These crops may be harvested and sold by the Licensee as he/she sees fit. The Village is not entitled to any proceeds from the sale of these crops.

B. **Cleanliness, Trash, Etc.** Licensee shall maintain the demised premises in a clean, neat and sanitary condition.

5. **License Fee.** The License Fee shall be 20 acres at \$125.00 per acre for a total of \$2,500 per year. The full License Fee shall be payable upon cropping of the land, or before November 30th, 2022.

6. **Insurance.**

A. **Fire Insurance.** Licensee shall procure and keep in force fire and extended coverage insurance upon its improvements, furniture, furnishings, fixtures and equipment to their full insurable value and shall furnish the VILLAGE'S Clerk with evidence that coverage has been procured and is being maintained in full force.

B. **Liability Insurance.** Licensee shall maintain with insurance underwriters satisfactory to the VILLAGE a standard form of policy or policies of insurance in such amounts as may from time to time be approved by VILLAGE protecting both Licensee and VILLAGE against public liability, products liability and property damage. Licensee shall promptly, after the execution of this License Agreement, furnish such policy or policies for property damage growing out of any one accident or other cause in the sum of not less than \$1 million, for personal injury/death growing out of any one accident or other cause with liability of not less than \$1 million, the coverage to include products liability. It is understood that the specified amounts of insurance in no way limits the liability of Licensee and that Licensee shall carry insurance in amounts so as to indemnify the VILLAGE from all claims, suits, demands and actions. Licensee shall furnish a certificate from the insurance carrier or carriers showing insurance to be in full force during the term of this contract or shall deposit copies of the policies that give this coverage with VILLAGE'S Clerk.

7. **Indemnity.** Licensee agrees to defend and indemnify the VILLAGE from all fines, suits, claims, demands and actions of any kind by reason of any of its operations under this license agreement and agrees to assume all the risk in the operation of its business and shall be solely responsible and answerable in damages for any accidents or injuries to persons or property.

8. **Signs.** Licensee shall not erect, install, operate or cause or permit to be erected, installed or operated in or upon the demised premises, any signs or other similar advertising device without having first obtained the approval of the VILLAGE.

9. **Land Condition at End of License.** Licensee shall disc/till the land after crops have been removed and return the land to its original condition, unless otherwise approved by the Village Board, by no later than December 31, 2022.

10. **Nonassignment or Subletting.** Licensee shall not assign this agreement and its rights, in whole or in part, except with the prior written consent of the VILLAGE.

11. Default. In the event that Licensee shall fail to pay the agreed upon License Fee the VILLAGE shall have the right to terminate this License Agreement. In the event Licensee fails to keep and perform or shall violate the terms, covenants and conditions of this license agreement on its part to be kept and performed and Licensee shall not have cured or corrected this failure or violation within ten (10) days after written notice shall have been given to Licensee, the VILLAGE shall have the right to terminate this license agreement.

Upon the occurrence one or more of the events of default, Licensee's right to possession of the demised premises shall terminate, and Licensee shall surrender possession of the demised premises immediately. In this event, Licensee grants to the VILLAGE full and free license to enter into and upon the premises or any part of them to take possession with or without process of law and to expel and remove the Licensee.

12. Not Joint Venture. It is mutually understood and agreed that nothing contained in this License Agreement is intended, or shall be construed as, in any way creating or establishing the relationship of co-partners or joint venturers between the parties or as constituting the Licensee as the agent or representative of VILLAGE for any purpose or in any manner.

13. Rules and Regulations. Licensee shall observe all of the VILLAGE'S and Washington County ordinances as well as the State of Wisconsin Statutes regarding activity on the farmed property.

14. Termination Without Cause. If this License Agreement is determined to be invalid or beyond the authority of the VILLAGE or if the Village Board without cause acts to terminate this License Agreement, Licensee shall cease using the demised premises as an extension of its operation and shall abandon the same within 10 days after written notification of the termination.

15. Entire Agreement/Amendment. The License Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This License Agreement may be modified or amended in writing, if the writing is signed by both parties and approved by the Village Board with a favorable recommendation from the Board of Public Works.

16. Severability. If any portion of this License Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a Court finds that any provision of the License Agreement is invalid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. Governing Law. The License shall be construed in accordance with the laws in the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have executed this license agreement on the day and year first above written.

License Issuer:

Licensee:

VILLAGE OF JACKSON

Robert Loduha

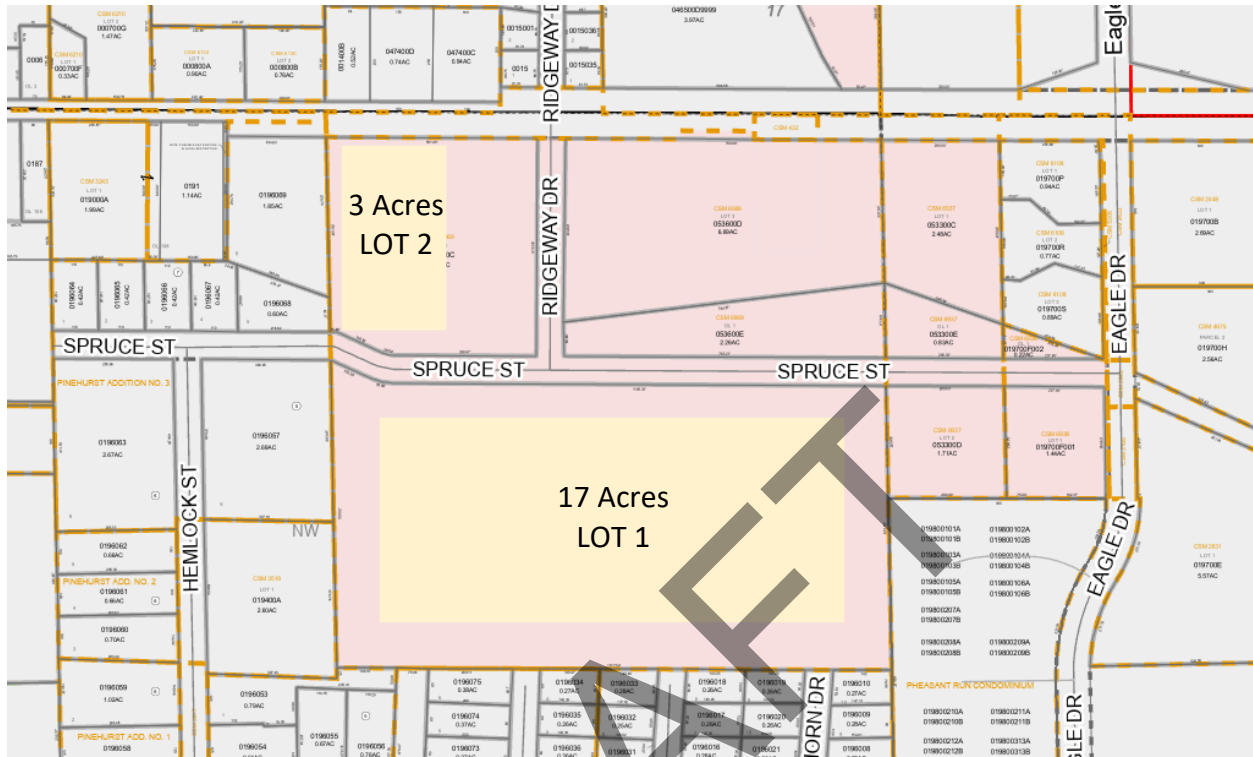
By: _____
Mike Schwab, Village President

By: _____
Robert Loduha

Attest: _____
Jilline Dobratz, Village Clerk

DRAFT

EXHIBIT A



RESOLUTION #21-28

A RESOLUTION FOR FUNDING OF URBAN NONPOINT SOURCE & STORMWATER MANAGEMENT GRANT VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN

WHEREAS, the Village of Jackson, Washington County, Wisconsin applied and received Urban Nonpoint Source & Stormwater Management Grant in the amount of \$30,153.00 from Wisconsin DNR;

WHEREAS, for financial assistance for the following project: Cedar Creek/Hickory Lane Streambank Stabilization & Stormwater Management Plan;

WHEREAS, the total project study cost is \$75,134.00. In order for the Village to receive the grant, the Village has to guarantee the remaining funding of \$44,981.00.

THEREFORE, BE IT RESOLVED, that the Village of Jackson and the Jackson Sewer Utility, Washington County, Wisconsin, has budgeted a sum sufficient to complete the project; and

HEREBY AUTHORIZES the Director of Public Works to act on behalf of the Village of Jackson to:

Submit signed documents; and take the necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that the Village of Jackson will comply with State and/or Federal rules for the programs to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

Introduced by: _____

Seconded by: _____

Vote: _____ Ayes _____ Nays

Passed and Approved: _____

Michael E. Schwab – Village President

Attest: _____
Jilline S. Dobratz – Village Clerk

Proof of Posting:

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

Village Official

Date

Memo

To: Jen Keller, Village Administrator

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

Subject: Funding for Urban Nonpoint Source & Storm Water Management Grant

Date: November 24, 2021

CC: Board of Public Works; Village Board

The Village of Jackson with the help of CDM Smith applied for two grants from the DNR. The two grants are Urban Nonpoint Source & Storm Water Management Grant and Targeted Runoff Management (TRM) Grant.

The Village received approval of the Urban Nonpoint Source & Storm Water Management Grant in the amount of \$30,153.00. The total project study cost is \$75,134.00. In order to receive the grant, the Village has to guarantee the remaining funding of \$44,981.00.

Recommend create a resolution to guarantee the funding. An example is per the resolution the Village created for the path project. The project benefits the Jackson Sewer Utility discharge permit, so the funding will be part of the Jackson Sewer Utility 2022 Budget.

If you have any questions, please let me know.

Brian W. Kober, P.E.

Village of Jackson
 Cedar Creek/Hickory Lane
 UNPS Planning Grant
 Level of Effort and Fee

	Bednarski	Petty	Cortez	Project Engineer	Drafting	Johnson	Hopper	Burbage	Survey Crew	Administrative Support	Hours	Labor	Expenses	Fee
1 Project Management & Plan Update	4	50								20	74	\$ 12,788	\$ 250	\$ 13,038
2 Hydrology & Hydraulics Include WinSLAMM A	16	4	80		12						112	\$ 12,832	\$ 250	\$ 13,082
3 BMP Evaluation	9	44	44	12	52	40	40	40			281	\$ 42,872	\$ 500	\$ 43,372
4 Field Data Collection & Infiltration Testing	1	4	8				12		12		37	\$ 5,392	\$ 250	\$ 5,642
	30	102	132	12	64	40	52	40	12	20	504	\$ 73,884	\$ 1,250	\$ 75,134

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



November 11, 2021

► **REQUIRES IMMEDIATE ACTION** ◀
Urban NPS & Stormwater Mgmt. Program
Grant# USP66141Y22
Grant Amount: \$30,153.00

Brian W. Kober, PE, Director of Public Works
Village of Jackson
W194 N16660 Eagle Dr.
Jackson, WI 53037

Dear Mr. Kober:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *Cedar Creek/Hickory Lane Streambank Stabilization & Storm Water Management Plan*.

This grant, and any reimbursements made under it, is governed by very specific statute and administrative code provisions. Accordingly, please read the grant documents thoroughly, paying particular attention to the Scope and Conditions sections for eligibility, grantee requirements and reimbursement provisions. There are also a number of activities where you must obtain prior departmental review and authorization before proceeding.

On January 27, 2022, DNR and UW-Madison Division of Extension will hold a grant administration webinar from 1:30 to 3:30 p.m. to provide information about seeking reimbursement from DNR, amending your grant, submitting the final report, etc. All grantees receiving CY 2022 grant awards must attend the webinar or view the webinar recording prior to submitting the first reimbursement request for their grant. Webinar registration information is included in the email from DNR with your grant agreement.

To accept this grant, please review the agreement and email a scanned copy signed by the authorized government official, along with the completed *Grantee Contact Page*, and *evidence that your community has committed the necessary funding for the local share*, to DNRCFANONPOINTGRANTS@wisconsin.gov.

Please review this grant thoroughly and if you have any questions, contact your Regional Nonpoint Source Coordinator, Jesse Bennett, at (414) 458-0448. Thank you for your continued cooperation with Wisconsin's Runoff Management Grant Programs.

Sincerely,


for Jim Ritchie, Director
Bureau of Community Financial Assistance

Enclosure(s)

C (e-copy): Jesse Bennett, Regional Nonpoint Source Coordinator, DNR Southeast Region
Corinne Johnson, Nonpoint Source Program Grant Manager, CF/2

PROJECT CONTACT PAGE

INSTRUCTIONS: In the spaces below, insert contact information for the person **most directly involved** with this particular project. The Department will contact the person named for all matters related to this project.

Grant No.	USP66141Y22
Governmental Unit	Village of Jackson
Project Contact Name	BRIAN W. KOBER
Project Contact Title	DIRECTOR OF PUBLIC WORKS/VILLAGE ENGINEER
Project Contact Mailing Address	PO Box 637, W194 N16660 EAGLE DRIVE JACKSON WI 53037
Project Contact Phone Number (direct):	(262) 677-0707 Extension:
Project Contact Email Address:	BRIAN.KOBER@VILLAGEOFJACKSON.COM

Address to which reimbursement checks should be sent if different than contact information above:

Name		
Title		
Mailing Address		
Phone Number (direct):	()	Extension:
Email Address:		

If information provided on this page -- or any information in Part 1 of the grant agreement changes during the grant period, please provide the updated information to DNR Nonpoint Source Program Grant Manager and the DNR Regional Nonpoint Source Coordinator.

Please complete this contact page and email it with the signed grant agreement to:
DNRCFANONPOINTGRANTS@wisconsin.gov.

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance (CF/2)
PO Box 7921
Madison, Wisconsin 53707-7921

WISCONSIN URBAN NONPOINT SOURCE WATER POLLUTION ABATEMENT
& STORMWATER MANAGEMENT GRANT PROGRAM
PLANNING GRANT AGREEMENT

Form 8700-327 (rev. 07/2021)

Notice: By signing this grant agreement, grantees indicate concurrence with conditions of this agreement, authorized under ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155 and 216, Wis. Adm. Code. This agreement must be signed and returned to the address above within 30 days so that funds will be reserved for this project. Failure to return a signed agreement will result in denial of grant funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

PART 1. GRANT ADMINISTRATION INFORMATION

Grant Number USP66141Y22	Grant Award Date November 11, 2021		
Grantee (Unit of Government) Village of Jackson			Total Grant Amount \$30,153
Project Name Cedar Creek/Hickory Lane Streambank Stabilization & Storm Water Management Plan		Grant Period From January 1, 2022 Through December 31, 2023	
Authorized Government Official Brian W. Kober, PE, Director of Public Works		Grantee Contact Brian W. Kober, PE, Director of Public Works	
Government Official Address W194 N16660 Eagle Dr.		Contact's E-mail Address brian.kober@villageofjackson.com	
City, ZIP Code, County Jackson, 53037, Washington County		Contact's Telephone Number (262) 677-0707	
Name of Department Regional Nonpoint Source Coordinator, Phone Number and Email Address Jesse Bennett, (414) 458-0448, Jessiah.Bennett@wisconsin.gov			DNR Region Southeast Region

PART 2. ELIGIBLE COST-SHARE BUDGET DATA

Note: Line items cannot be exceeded without grant agreement amendment.

Budget Line Item Description	State Cost-Share Amount	Cost-Share Percentage
1. Urban Stormwater/Erosion Plan – BMP U8	\$30,153.00	40.1%
Total Maximum Grant Amount	\$30,153.00	

PART 3. PURPOSE AND SCOPE

This grant provides cost-share funding and authorizes reimbursement by the DEPARTMENT for the above-named project as described in the grant application submitted for the grant period in Part 1 above. Reimbursements may be made for work performed and expenses incurred for the following eligible local assistance activities to address storm water management under chs. NR 151 and NR 216, Wis. Adm. Code, or Total Maximum Daily Load goals.

1. Urban Stormwater/Erosion Plan – BMP U8

PART 4. CONDITIONS

A. General Conditions

A.1. The Wisconsin Department of Natural Resources (DEPARTMENT) and the GRANTEE identified in Part 1 above mutually agree to perform this agreement in accordance with the Urban Nonpoint Source Water Pollution Abatement and Storm Water Management Grant Program and ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155, and 216, Wis. Adm. Code, and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.

A.2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or covenants pertaining to this agreement are superseded. Any revisions to this agreement must be made by written amendment, signed by both parties, prior to the termination date of this agreement, whether for changes in scope, grant period, or cost. Requests to extend the grant period must be made 45 days or more before the end of the grant period in Part 1.

- A.3. Failure by the GRANTEE to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement, at the DEPARTMENT's discretion.
- A.4. Eligibility for cost-sharing reimbursement is governed by the provisions of ch. NR 155, Wis. Adm. Code. Cost-share rates and applicability may be further limited by departmental contract approval(s), which may restrict the cost-share amount due to the eligibility requirements of the statute and codes.
- A.5. The amount listed in Part 2 above is the maximum amount the DEPARTMENT may reimburse under this agreement.
- A.6. The GRANTEE:
1. Agrees to comply with all applicable Federal, Wisconsin, and local laws in fulfilling the terms of this agreement. In particular, GRANTEE agrees to comply with all applicable local and state contract and bidding requirements. GRANTEE should consult its legal counsel with questions concerning contracts and bidding. For assistance, GRANTEE may consult Procurement Guide for Local Governments Receiving DNR Grants.
 2. Promises, in consideration of the promises made by the DEPARTMENT, to execute the project described in accordance with this agreement.
 3. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
 4. Agrees that its employees or agents are not employees or agents of the DEPARTMENT for any purpose, including Worker's Compensation.
 5. Agrees, to save, keep harmless, defend and indemnify the DEPARTMENT and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of GRANTEE's employees, agents or representatives.
 6. Agrees to reimburse the DEPARTMENT of any and all funds the DEPARTMENT deems appropriate in the event the GRANTEE fails to comply with the conditions of this agreement or project proposal as described or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the GRANTEE fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment.
 7. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the GRANTEE further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The GRANTEE agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
 8. Agrees that accounting for project funds shall conform to generally accepted accounting principles and practices, and that GRANTEE shall maintain a financial management system, separate from all other GRANTEE activities, for this agreement.
 9. Agrees to comply with the cost containment and procurement procedures in the applicable administrative codes governing this agreement.

10. Agrees that all contracts or scope of service agreements related to this grant-funded project must obtain prior approval of the DEPARTMENT Regional Nonpoint Source Coordinator for this grant, with respect to reimbursement eligibility and conformity with standards and storm water permitting requirements.
11. Agrees to retain and make available to the DEPARTMENT for inspection all fiscal records, including invoices and canceled checks, that support all project costs claimed by the GRANTEE, for three years from the date of final payment by the DEPARTMENT or three years after the end of the Grant period, whichever is later, or for a longer period if required by the DEPARTMENT for audit purposes.
12. Agrees to complete and submit project progress reports to the DEPARTMENT Regional Nonpoint Source Coordinator identified in Part 1 of this agreement with each request for partial grant reimbursement.
13. Agrees, within 60 days of the grant expiration date, to complete and submit a Final Report Form (Form # 3400-189P) or to complete and submit a final report, using the DEPARTMENT's "BMP Implementation Tracking System" (BITS) once it is operational to replace Form 3400-189P, including copies of grant deliverables, and submit a final request for grant reimbursement to the DEPARTMENT's Regional Nonpoint Source Coordinator for review and approval.
14. Agrees that reimbursements may only be made for work performed, and expenses incurred, during the grant period as specified in Part 1 above.
15. Agrees to comply with annual Single Audit requirement, at its own expense, if combined total state and federal grant awards received by the GRANTEE from all sources is \$750,000 or more during the calendar year. Annual Single Audit requirements are specified in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (referred to as Uniform Guidance) and the Wisconsin State Single Audit Guidelines found at: <http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines> issued by the Wisconsin Department of Administration (DOA), State Controller's Office.
16. Should consider following methods for controlling, transporting and disposing of aquatic invasive plants and animals and water in which they may be contained, as described in the DEPARTMENT's Manual Code 9183.1 *Boat, Gear, and Equipment Decontamination and Disinfection* and available on the DEPARTMENT's website at: <http://dnr.wi.gov/topic/invasives/disinfection.html>.

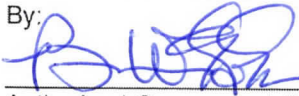
A.7. The DEPARTMENT:

1. Promises, in consideration of the covenants and agreements made by the GRANTEE, to obligate for the GRANTEE the amount identified in Part 2 above and to tender to the GRANTEE that portion of the obligation that is required to pay the DEPARTMENT's share of the costs based on the cost-share percentage listed in Part 2 above for eligible project work performed and expenses incurred during the grant period noted in Part 1 above.
2. Agrees that the GRANTEE shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The DEPARTMENT reserves the right only to ensure that the project is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the GRANTEE or the GRANTEE's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the GRANTEE's employees or agents.
3. Shall reimburse the grantee at a rate of one-half the cost-share rate stipulated in Part 2 above until completed product(s) is submitted to, and approved by, the DEPARTMENT and the DEPARTMENT has approved the project's Final Report.
4. Shall reimburse costs incurred for completed grant project deliverables at amounts not to exceed those itemized for each grant deliverable in the DEPARTMENT's professional service agreement approval letter(s).

B – Special Condition

Environmental and Natural Heritage Concerns. Research and findings must include at least preliminary determinations on the potential for environmental hazards, cultural, historical, endangered and threatened resources, along with the potential for wetland and Chapter 30 conflicts, within the areas of prospective structural practice installations.

FOR THE GRANTEE

By: 

Authorized Government Official

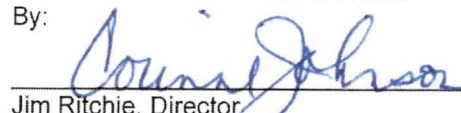
DIRECTOR OF PUBLIC WORKS

Title

NOVEMBER 11, 2021

Date Signed

FOR THE STATE OF WISCONSIN

By: for Jim Ritchie, Director
Bureau of Community Financial AssistanceNOVEMBER 11, 2021

Date Signed

(Printed Name, If Different Than Authorized Government Official on P.1)

When returning the signed grant, you must also include evidence of your community's local share of the grant project costs – such as a copy showing its inclusion in the municipal budget, or other evidence that the community has, in fact, committed the necessary funding to complete the project.

DATE: September 8, 2021

TO: Land and Water Conservation Board (LWCB) and Advisors

FROM: Joanna Griffin
Watershed Management Bureau, DNR

SUBJECT: **DNR Scoring and Ranking of Urban Nonpoint Source & Storm Water Management Applications for Calendar Year (CY) 2022 Funding**

Recommended Action: DNR staff request that the Land and Water Conservation Board make recommendations on the DNR proposed funding of UNPS applications.

Summary: Through this memo, the DNR is informing the LWCB of Urban Nonpoint Source & Storm Water Management (UNPS) grant application scores for projects to be considered for CY 2022 grant funding. Scoring results for projects being considered for calendar year (CY) 2022 funding are presented in the attached table.

The DNR funds UNPS projects under the authority of s. 281.66, Wis. Stats. The purpose of this program is to control polluted runoff from urban project areas. Funds may be used for two types of projects: 1. Construction projects (may also include land acquisition) and 2. Planning projects. Each project type has its own application process and funding source. Consequently, construction projects and planning projects do not compete against each other for funding.

Beginning in January 2016, the DNR began implementing an alternating schedule for UNPS Planning and UNPS Construction grants. UNPS Planning grant applications were solicited in 2021 for the CY 2022 award cycle. The UNPS Construction grant application will be available in 2022 for CY 2023 awards. Due to the alternating schedule for the UNPS grants, only the scoring and ranking summary for UNPS Planning projects is provided here.

Current Scoring and Ranking Summary for UNPS – Planning Projects:

The maximum state cost share per successful application is \$85,000.

- Thirty-seven (37) applications were submitted; all are eligible for funding.
- Grant requests for the 37 applications total \$1,727,700.
- Based on available funding, the Department proposes to allocate \$924,256 to fund the CY 2022 UNPS Planning projects. This will fully fund fourteen (14) of the thirty-seven (37) projects.

The attached table shows the current ranked order of applications. However, a requirement in s. NR 155.20(2)(b), Wis. Adm. Code, states that no one applicant may receive multiple grants that exceed 20% of the total available funding. Applicants on the ranked list whose total funding requests exceed 20% of the total available funding may be awarded funds for the projects that do not exceed 20%; the balance of the applicant's requests are moved to the bottom of the ranked list. Additional funding is provided to those projects moved to the bottom of the ranked list only after all other eligible projects have been funded. Therefore, adjustments to the rank order may be made once total available funding is determined.

Once the *2022 Joint Final Allocation Plan* is signed, the DNR will develop grant agreements for successful applications. During the grant agreement development process, funding amounts may be adjusted as necessary to reflect final cost-share rates and eligible project components.

Materials Provided: *UNPS-Planning Scoring and Rank for CY 2022*

UNPS-Planning Grant Application Scoring by Rank for 2022

Rank	Applicant	Project Name	Region	Score	Total Eligible Project Cost	State Share Requested	Cumulative Requested
1	Wauwatosa City	City of Wauwatosa Citywide Storm Water Management Plan	SER	132.1	\$182,680	\$57,680	\$57,680
2	Sheboygan County	Stormwater Quality Management Plan Update	SER	118.9	\$132,000	\$66,000	\$123,680
3	Milwaukee City	Road Salt Reduction Education	SER	113.6	\$87,591	\$31,650	\$155,330
4	Watertown, City	Stormwater Program and TMDL Updates	SCR	112.4	\$147,597	\$70,000	\$225,330
5	Cedarburg Town	Stormwater Quality Management Plan Update	SER	112	\$109,500	\$54,750	\$280,080
6	Village of Jackson	Cedar Creek/Hickory Lane Streambank Stabilization & Stormwater Management Plan	SER	112	\$75,384	\$30,153	\$310,233
7	Milwaukee County	Milwaukee County Outfall Basin Delineation & TMDL WinSLAMM Modeling	SER	109.6	\$168,805	\$84,402	\$394,635
8	Manitowoc, City	Stormwater Quality Management Plan Update	NER	107.6	\$176,000	\$85,000	\$479,635
9	Village of Bellevue	Village of Bellevue- TMDL Implementation Planning Grant	NER	107	\$80,000	\$32,000	\$511,635
10	Fitchburg City	Fitchburg TMDL Stormwater Planning	SCR	105.1	\$195,920	\$85,000	\$596,635
11	Menasha, City	TMDL Planning	NER	104.8	\$172,950	\$85,000	\$681,635
12	Kenosha, City	City of Kenosha UNPS Water Quality Improvement Plan	SER	104.1	\$157,222	\$72,871	\$754,506
13	Menomonee Falls	Village of Menomonee Falls Water Quality Master Plan and MS4 Permit Compliance Activities	SER	104	\$282,785	\$85,000	\$839,506
14	Sheboygan Falls, City	Stormwater Quality Management Plan Update	SER	104	\$169,500	\$84,750	\$924,256
15	Milwaukee City	City of Milwaukee Storm Water Management Plan Update	SER	103.8	\$1,173,900	\$85,000	\$1,009,256
16	Port Washington City	Stormwater Management Plan Update	SER	103.55	\$128,892	\$64,446	\$1,073,702
17	Menomonie, City	2022 Addendum to City of Menomonie Urban Stormwater Plan	WCR	100.8	\$53,903	\$26,903	\$1,100,605
18	Town of Sheboygan	Stormwater Quality Management Plan Update	SER	97.2	\$98,000	\$30,000	\$1,130,605
19	City of Rice Lake	City of Rice Lake TMDL Implementation Plan Update: Feasibility Study for TMDL/Phosphorus Compliance Ponds	NOR	95	\$38,000	\$15,000	\$1,145,605
20	West Central Wisconsin Regional Planning Commission	Rain to Rivers of Western Wisconsin: Stormwater Training Series & Media Outreach Campaign	WCR	95	\$46,718	\$18,000	\$1,163,605

UNPS-Planning Grant Application Scoring by Rank for 2022

Rank	Applicant	Project Name	Region	Score	Total Eligible Project Cost	State Share Requested	Cumulative Requested
21	Grafton Village	Developing and Early Warning System - Streamlining Regional Pollution Detection Strategies	SER	93.9	\$131,889	\$60,000	\$1,223,605
22	Bayside Village	TMDL Stormwater Management Plan Update	SER	92.2	\$49,100	\$24,550	\$1,248,155
23	Beaver Dam, City	Beaver Dam Stormwater Quality Planning	SCR	91	\$52,200	\$20,880	\$1,269,035
24	City of Waupun	Waupun Stormwater Quality Planning	SCR	89	\$48,200	\$24,100	\$1,293,135
25	City of Pewaukee	Storm Water Management Plan Update	SER	87	\$274,200	\$75,250	\$1,368,385
26	Oregon, Village	Village of Oregon Storm Water Quality Master Plan	SCR	85	\$125,816	\$43,113	\$1,411,498
27	Wilson, Town	Comprehensive Stormwater Management Plan	SER	82.3	\$91,680	\$45,840	\$1,457,338
28	Columbus, City	City of Columbus Water Quality Master Plan	SCR	81	\$131,578	\$50,832	\$1,508,170
29	Green Bay Metropolitan Sewerage District	NEW Water Green Infrastructure Implementation Plan	NER	81	\$30,000	\$15,000	\$1,523,170
30	Village of Plover	Plover TMDL Stormwater Planning	WCR	78.4	\$178,110	\$85,000	\$1,608,170
31	Village of Mount Pleasant	Pike River Chloride Management Plan	SER	78	\$100,000	\$50,000	\$1,658,170
32	City of Racine	Racine Stormwater Planning	SER	74.6	\$84,260	\$42,130	\$1,700,300
33	Calumet County	Calumet County Planning Update	NER	73.8	\$25,000	\$12,500	\$1,712,800
34	Village of De Soto	De Soto Stormwater Discharge Phosphorus Reduction	WCR	62	\$10,500	\$5,250	\$1,718,050
35	Village of Stoddard	Stoddard Stormwater Discharge Phosphorus Reduction	WCR	60	\$6,800	\$3,400	\$1,721,450
36	Union Grove Village	Union Grove Stormwater Study	SER	56	\$8,000	\$4,000	\$1,725,450
37	City of Rhinelander	Rhinelander-Storm Water Ordinance Update	NOR	28	\$4,500	\$2,250	\$1,727,700

Black font = proposed to be fully funded

Red font = funding not available

CORRESPONDENCE/MEMORANDUM

DATE: September 9, 2021

TO: Land and Water Conservation Board (LWCB) and Advisors

FROM: Joanna Griffin
Watershed Management Bureau, DNR

SUBJECT: DNR Scoring and Ranking of Targeted Runoff Management (TRM) Applications for Calendar Year (CY) 2022 Funding

Recommended Action: DNR staff request that the Land and Water Conservation Board make recommendations on the DNR proposed funding of TRM applications.

Summary: The DNR, pursuant to s. 281.65(4c)(b), Wis. Stats., is informing the LWCB of the Targeted Runoff Management (TRM) grant application scores for projects to be considered for CY 2022 grant funding. Scoring results for projects being considered for calendar year (CY) 2022 funding are presented in the attached tables.

Chapter NR 153, Wis. Adm. Code, governs the TRM Grant Program, became effective on January 1, 2011, and includes four separate TRM project categories as noted below. Projects are scored and ranked against other projects in the same category. Once total available funding is determined, funds are allocated among the four project categories. The maximum possible awards are \$225,000 for Small-Scale projects and \$600,000 for Large-Scale projects.

Scoring and Ranking Summary to Date:

A. Small-Scale Non-TMDL

- Six (6) applications were submitted and are eligible for grant consideration.
- Funding requests for the applications total \$1,204,613.
- Based on available funding, the Department proposes to allocate \$591,513 to fully fund three (3) of the six (6) projects in this category.

B. Small-Scale Total Maximum Daily Load (TMDL)

- Fourteen (14) applications were submitted and are eligible for grant consideration.
- Funding requests for the applications total \$2,447,513.
- Based on available funding, the Department proposes to allocate \$1,340,318 to fully fund eight (8) of the fourteen (14) projects in this category.
- The final Small-Scale TMDL TRM ranked list includes the following changes from the preliminary ranked list.
 - The requested amounts for both Ozaukee County Small-Scale TMDL TRM grants were decreased at the request of the County.
 - The total award of both Ozaukee County Small-Scale TMDL TRM grants was below the 20% allowable allocation by category.
 - This allowed the DNR to allocate funds towards an additional Small-Scale TMDL TRM grant.

In these categories of Small-Scale Non-TMDL and Small-Scale TMDL, adjustments were made once the total available funding was determined. The attached tables show the preliminary rank order of applications. A requirement in s. NR 153.20(2)(d)3.b., Wis. Adm. Code, states that no one applicant may receive multiple grants that exceed 20% of the total available funding in a given project category. Applicants on the ranked list whose total funding requests exceed 20% of the total available funding will be awarded funds for the projects that do not exceed 20% and the balance of the applicant's requests will be moved to the bottom of the ranked list; additional funding is provided only after all other eligible projects have first been funded.

C. Large-Scale Non-TMDL

- Three (3) applications were submitted and are eligible for consideration.
- Funding request for these applications total \$809,550.
- Based on available funding, the Department proposes to allocate \$196,000 to fully fund one (1) of the three (3) projects in this category.

D. Large-Scale TMDL

- Six (6) applications were submitted and are eligible for consideration.
- Funding request for these applications total \$3,078,850.
- Based on available funding, the Department proposes to allocate \$1,577,200 to fully fund three (3) of the six (6) projects in this category.

The following process was used to score and rank projects and make funding decisions:

1. All projects were scored and then ranked by score for each project category.
2. For Small-Scale TMDL and Small-Scale Non-TMDL applications only, the highest scoring application from each DNR region that is above the median score in each of the two project categories was identified and moved ("region boost") to the top of the ranked list.

The Department will include final allocations to counties for TRM projects in the *CY 2022 Joint Final Allocation Plan*. Once the *2022 Joint Final Allocation Plan* is signed, DNR will develop grant agreements for successful applications. During the grant agreement development process, funding amounts may be adjusted as necessary to reflect final cost-share rates and eligible project components.

Materials Provided:

CY 2022 Small-Scale Non-TMDL TRM Scoring by Project Category & Rank
CY 2022 Small-Scale TMDL TRM Scoring by Project Category & Rank
CY 2022 Large-Scale Non-TMDL TRM Scoring by Project Category & Rank
CY 2022 Large-Scale TMDL TRM Scoring by Project Category & Rank

TRM Scoring by Project Category & Rank for 2022

Table 1. Small-Scale Non-TMDL Project Applications

Rank	Applicant	Project Name	Region	Score	Region Boost	Total Eligible Project Costs	Total State Share Requested	Cumulative Requested
1	Door County*	East Tributary to the Ahnapee River Groundwater Protection	NER	119.4	Yes	\$405,992	\$220,000	\$220,000
2	Marinette County	Drees Farm Feed Leachate Management	NER	100	No	\$777,495	\$225,000	\$445,000
3	Ozaukee County	Gasser Farm 313 Storage	SER	86.9	No	\$209,304	\$146,513	\$591,513
4	Dunn County	Val-O-Mo Manure Storage Replacement	WCR	84.2	No	\$506,527	\$225,000	\$816,513
5	Trempealeau County	Lundberg/Giese Manure Pit	WCR	72.6	No	\$233,000	\$163,100	\$979,613
6	Marinette County	Zeitler Farm Manure Management	NER	97.9	No	\$417,661	\$225,000	\$1,204,613

*Region Boost with score equal to or greater than median of 92.4

Black font = proposed to be fully funded

Red font = funding not available

TRM Scoring by Project Category & Rank for 2022

Table 2. Small-Scale TMDL Project Applications

Rank	Applicant	Project Name	Region	Score	Region Boost	Total Eligible Project Costs	Total State Share Requested	Cumulative Requested
1	Greenfield, City*	Honey Creek Headwaters Streambank Stabilization	SER	138.5	Yes	\$751,407	\$225,000	\$225,000
2	Columbia County*	Ballweg Manure Management System	SCR	130	Yes	\$469,887	\$225,000	\$450,000
3	Polk County *	Creekside Dairy Manure Storage System	NOR	128.7	Yes	\$249,500	\$224,550	\$674,550
4	Outagamie County*	Doug Barclay	NER	123.4	Yes	\$172,441	\$120,000	\$794,550
5	Ozaukee County	Eskra 313 Waste Storage with roof provides phosphorous runoff savings	SER	128.7	No	\$320,500	\$78,486	\$873,036
6	Waupaca County	Moen Farm	NER	123.1	No	\$328,000	\$160,715	\$1,033,751
7	Ozaukee County	Sandy Loam Farm Waste Transfer & Storage (Hamm)	SER	121.6	No	\$290,282	\$81,764	\$1,115,515
8	Shawano County	Christianson Ag Waste	NER	120	No	\$337,933	\$224,803	\$1,340,318
9	North Lake Management District	Mason Creek Watershed Plan Implementation - Schmidt Property	SER	119	No	\$322,013	\$219,000	\$1,559,318
10	Burnett County	North West Passages Gully Erosion Control	NOR	112.5	No	\$14,405	\$10,084	\$1,569,402
11	Jackson, Village	Cedar Creek/Hickory Lane Streambank Stabilization & Stormwater Management Plan	SER	103.8	No	\$321,725	\$225,000	\$1,794,402
12	Adams County	Wisconsin River TRM Grant 2022	WCR	96	No	\$240,556	\$168,389	\$1,962,791
13	Rusk County	Justin Hamholm Feedlot & VTA	NOR	93.5	No	\$80,750	\$56,525	\$2,019,316
14	Outagamie County	Reese Farms	NER	123.2	No	\$641,540	\$225,000	\$2,244,316

*Region Boost with score equal to or greater than median of 122.35.

Black font = proposed to be fully funded

Red font = funding not available

TRM Scoring by Project Category & Rank for 2022

Table 3. Large-Scale Non-TMDL Project Applications

Rank	Applicant	Project Name	Region	Score	Total Eligible Project Costs	Total State Share Requested	Cumulative Requested
1	Chippewa County	Lake Wissota Stewardship Project - Yellow River Watershed	WCR	120.5	\$280,000	\$196,000	\$196,000
2	Rusk County	Devils Creek Watershed Project	NOR	116.6	\$760,665	\$512,750	\$708,750
3	Walworth County	Geneva Lake Watershed Implementation Project	SER	109	\$144,000	\$100,800	\$809,550

Black font = proposed to be fully funded

Red font = funding not available

Table 4. Large-Scale TMDL Project Applications

Rank	Applicant	Project Name	Region	Score	Total Eligible Project Costs	Total State Share Requested	Cumulative Requested
1	Waupaca County	Shaw Creek - Lower Little Wolf River Watershed	NER	208.2	\$1,222,000	\$600,000	\$600,000
2	Brown County	Upper/Lower East River TRM	NER	189.8	\$540,000	\$378,000	\$978,000
3	Outagamie County	Upper Duck Creek 3 TMDL Implementation	NER	167.2	\$856,000	\$599,200	\$1,577,200
4	Marathon County	Fenwood Creek Watershed Project (Phase II)	WCR	156.2	\$745,214	\$411,650	\$1,988,850
5	Dodge County	Lake Sinissippi-Rock River Watershed Plan	SCR	150.7	\$70,000	\$490,000	\$2,478,850
6	Dodge County	Wildcat Creek Watershed	SCR	150.7	\$860,000	\$600,000	\$3,078,850

Black font = proposed to be fully funded

Red font = funding not available



330 East Kilbourn Avenue, Suite 1149
Milwaukee, Wisconsin 53202
tel: 414 291-5100

November 24, 2021

Mr. Brian Kober, PE
Director of Public Works
Village of Jackson
N168 W19851 Main Street
Jackson, Wisconsin 53037

Subject: Proposal
 Stormwater Management Ponds
 Compliance Inspections

Dear Brian,

CDM Smith thanks you for the opportunity to continue our longstanding relationship with the Village of Jackson. Our staff has aided the Village in stormwater management and WPDES MS4 permitting for more than two decades. Below you will find our proposal to provide field inspections, reporting, and recommendations for compliance for the Village's 47 existing stormwater ponds.

Project Understanding

The Village holds a Wisconsin Pollutant Discharge Elimination System (WPDES) permit for stormwater discharge into the Cedar Creek as part of the Milwaukee River watershed. This permit is required under the State of Wisconsin's Municipal Separate Storm Sewer System (MS4) regulations. As part of its permit, the Village developed a compliance report in 2017. This report covers the requirements for the WPDES MS4 permit and the actions the Village of Jackson has taken to meet those requirements including:

- Certify existing stormwater ponds and develop computations (WinSLAMM Analysis) that that demonstrate the Village's compliance with State Statute NR151
- Establish baselines for the expected operations and maintenance for those stormwater ponds; and
- Develop procedures for inspecting and reporting for those stormwater ponds

The 2017 report includes a recommendation to certify stormwater ponds every five years to maintain their water quality benefit as covered in the Village's permit. This proposal and the scope of services below provides Jackson with field inspections and engineering expertise needed to maintain compliance with its WPDES permit with respect to water quality. Of the



existing 47 stormwater ponds seven are owned by the Village of Jackson and 40 are privately owned with easements to the Village for access, operations, maintenance.

Scope of Services

CDM Smith will provide the following scope of services for this project

1. Work with Village staff to develop a letter to the owners of private stormwater ponds. These owners can be single entities, homeowner's associations, condo associations, or businesses. This letter will describe the need for the inspections and inform owners of the impending field inspections. The letter will also describe the cost to the owners for this work.
2. Perform a field inspection of each pond to review the following:
 - a. Pond embankment and spillway, including stability and vegetation
 - b. Riser and principal spillway, including pipe condition and erosion
 - c. Permanent pool, including vegetation and visible pollution
 - d. Pond dry areas, including vegetation and sediment accumulation
 - e. Outfalls into ponds, including erosion and rip rap condition

For more details see the Stormwater Pond Operation and Maintenance Report template and Pond Recertification Form attached to this proposal.

3. Perform field survey to measure the depth of sediment in wet ponds and estimate the pond active storage volume (volume from the pond's water surface to the top of the embankment).
4. Compile results in a report for submittal to Wisconsin DNR. The report will also make specific recommendations for corrective actions for each pond, if necessary. These actions should be communicated to the pond's owner along with deadlines for completing the corrective actions.



Brian Kober
November 24, 2021
Page 3

Fee

The CDM Smith team will perform the scope of services for the following lump sum fee, broken down by task

Task 0, Project Management	\$1,950
Task 1, Sample Letter to Owner.....	\$850
Task 2, Field Inspections	\$51,700 (\$1,100 per pond)
Task 3, Field Survey	\$42,300 (\$900 per pond)
Task 4, Report	\$2,850
Total	\$99,650

Schedule

The CDM Smith team will begin working with the Village in Spring of 2022 to develop the letters to owners. Field work will take place during August and September of 2022. The Final report will be delivered in October of 2022.

We look forward to partnering with the Village of Jackson to provide continued WPDES stormwater compliance.

Sincerely,

Matthew J Bednarski, PE
Client Service Leader
CDM Smith Inc.



EXHIBIT A-2

Stormwater Pond Operation and Maintenance Report

Project: _____

Location: _____

Site Status: _____

Date: _____ Time: _____

Inspector: _____

Maintenance Item	Satisfactory / Unsatisfactory	Comments
1. Embankment and emergency spillway (Annual, After Major Storms)		
1. Vegetation and ground cover adequate		
2. Embankment erosion		
3. Animal burrows		
4. Unauthorized planting		
5. Cracking, bulging, or sliding of dam		
a. Upstream face		
b. Downstream face		
c. At or beyond toe		
downstream		
upstream		
d. Emergency spillway		
6. Pond, toe & chimney drains clear and functioning		
7. Seeps/leaks on downstream face		
8. Slope protection or riprap failure		
9. Vertical/horizontal alignment of top of dam "As-Built"		
10. Emergency spillway clear of obstructions and debris		
11. Other (specify)		
2. Riser and principal spillway (Annual)		
Type: Reinforced concrete _____		
Corrugated pipe _____		
Masonry _____		
1. Low flow orifice obstructed		
2. Low flow trash rack		
a. Debris removal necessary		
b. Corrosion control		
3. Weir trash rack maintenance		

EXHIBIT A
Porous Pavement, Stormwater Pond, and Catch Basin Operation and Maintenance Report

Maintenance Item	Satisfactory / Unsatisfactory	Comments
a. Debris removal necessary		
b. corrosion control		
4. Excessive sediment accumulation insider riser		
5. Concrete/masonry condition riser and barrels		
a. cracks or displacement		
b. Minor spalling (<1")		
c. Major spalling (rebars exposed)		
d. Joint failures		
e. Water tightness		
6. Metal pipe condition		
7. Control valve		
a. Operational/exercised		
b. Chained and locked		
8. Pond drain valve		
a. Operational/exercised		
b. Chained and locked		
9. Outfall channels functioning		
10. Other (specify)		
3. Permanent Pool (Wet Ponds) (monthly)		
1. Undesirable vegetative growth		
2. Floating or floatable debris removal required		
3. Visible pollution		
4. Shoreline problem		
5. Other (specify)		
4. Sediment Forebays		
1.Sedimentation noted		
2. Sediment cleanout when depth < 50% design depth		
5. Dry Pond Areas		
1. Vegetation adequate		
2. Undesirable vegetative growth		
3. Undesirable woody vegetation		
4. Low flow channels clear of obstructions		
5.Standing water or wet spots		
6. Sediment and / or trash accumulation		
7. Other (specify)		

EXHIBIT A
Porous Pavement, Stormwater Pond, and Catch Basin Operation and Maintenance Report

Maintenance Item	Satisfactory / Unsatisfactory	Comments
6. Condition of Outfall into Ponds (Annual , After Major Storms)		
1. Riprap failures		
2. Slope erosion		
3. Storm drain pipes		
4. Endwalls / Headwalls		
5. Other (specify)		
7. Other (Monthly)		
1. Encroachment on pond or easement area		
2. Complaints from residents		
3. Aesthetics		
a. Grass growing required		
b. Graffiti removal needed		
c. Other (specify)		
4. Any public hazards (specify)		
8. Constructed Wetland area (Annual)		
1. Vegetation healthy and growing		
2. Evidence of invasive species		
3. Excessive sedimentation in Wetland area		

Comments:

Actions to be Taken:

APPENDIX E

Wet Pond Recertification Form

Stormwater Pond Report											
Pond Number				Development Name							
1/4 Section				Section		Town		N		Range	E
Address or Nearest Intersection											
Latitude				Longitude							
Year Constructed				Year Approved				Year Last Certified			
Report By											
Engineer						Field Inspector					
Address						Date Inspected					
						Date Submitted					
Phone						Email					

	Approved	Previous Report	Current	Comments
Elevation of pond bottom				
Elevation of NWL				
Elevation of overflow weir				
Depth of water				
Elevation of top of berm				
Area at pond bottom (ac)				
Area at NWL (ac)				
Area at Top of Berm (ac)				
Primary Outlet				
Diameter (in)				
Invert Elevation				
Number of Openings				
Secondary Outlet				
Diameter (in)				
Invert Elevation				
Number of Openings				
Tertiary Outlet				
Diameter (in)				
Invert Elevation				
Number of Openings				
Outlet Control Structure				
Diameter (in)				
Invert Elevation				
Emergency Overflow				
Length (ft)				
Width (ft)				
Elevation				

Compliant (Y/N):		Next Certification Required By:	
Signature			Date
Printed Name			

Stormwater Pond Report			
Pond Number		Development Name	
Survey Equipment Description			
Benchmark Location			
Benchmark Description			
Benchmark Elevation			

	Number	Comments / Field Notes
Points shot below NWL		
Points shot at NWL		
Points shot above NWL		

Weather During Survey	
Date of Last Rainfall	
Depth of Last Rainfall (in)	
Rain Gage Name	

Outlet Sketch

Photo of Pond - General	
Date of Photo	

Photo of Pond - Outlet	
Date of Photo	

Brian Kober

From: Parker Sovey <PSovey@walbecgroup.com>
Sent: Monday, November 22, 2021 5:11 PM
To: Brian Kober
Cc: Matthew Krofta; Darren Story
Subject: RE: Village of Jackson 2019 Improvements - Pay Estimate #4

Really appreciate the response, Brian. I apologize for the delays on these matters. I honestly do not know if I totally missed the conversations regarding the drainage issue or maybe it had just been so long that I completely forgot about it. I do recall the drainage being very tight in that area when my surveyors shot it. At this point, in a effort to get this closed out, I am onboard with what you are proposing below. If you need our assistance with the repair in the Spring, please do not hesitate to reach out.



Parker Sovey
Project Manager
262.524.1879 office
262.366.5587 mobile
walbecgroup.com
An Equal Opportunity Employer

From: Brian Kober <brian.kober@villageofjackson.com>
Sent: Monday, November 22, 2021 4:26 PM
To: Parker Sovey <PSovey@walbecgroup.com>
Cc: Matthew Krofta <M.Krofta@gremmerassociates.com>; Darren Story <dstory@baumhardts.com>
Subject: RE: Village of Jackson 2019 Improvements - Pay Estimate #4

Warning: External Email

Parker,

Thanks for the email, and the help of your subcontractor the attached payment will be recommended to the Board of Public Works Committee on Tuesday, November 30, 2021.

The Village Board will approved the pay request on Tuesday December 14th.

The details of the proposed pay Request #4:

- 1) Sherman Road Drainage will be paid in full. Baumhardt mowed, regraded, and re-seeded the ditch line along Sherman Road. The ditch line has been repaired in order to allow the homeowner to be responsible for future maintenance;
- 2) Jackson Park West Parking Lot does not drain (see attached picture) so the retainage amount (\$3,852.79) will be held until repaired or retain to have another contractor complete the project;
- 3) Jackson Park Cul-de-Sac will retain \$2,000.00 for the cracked curbing in the driveway. Baumhardt reseeded the drainage ditch on the west side of the project. Payment amount is \$6,023.49.

The total recommended amount for Pay Request #4 is \$9,581.79. Also, recommending this is the final payment for the project, and the Village will hire another paving contractor to fix the drainage problem.

Please respond to this email so the Village can proceed with final payment.

If you have any questions please do not hesitate to ask.

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

From: Parker Sovey <PSovey@walbecgroup.com>
Sent: Monday, November 22, 2021 10:55 AM
To: Matthew Krofta <M.Krofta@gremmerassociates.com>; Brian Kober <brian.kober@villageofjackson.com>
Subject: RE: Village of Jackson 2019 Improvements - Pay Estimate #4

Hey guys, Darren from Baumhardt informed me that they completed their items...I believe you met with him, right Brian? I just wanted to see if we will be paid anything additional for their items and that you will be withholding money for the drainage issue in the cul de sac?



Parker Sovey
Project Manager
262.524.1879 office
262.366.5587 mobile
walbecgroup.com
An Equal Opportunity Employer

From: Matthew Krofta <M.Krofta@gremmerassociates.com>
Sent: Tuesday, July 27, 2021 12:01 PM
To: Brian Kober <brian.kober@villageofjackson.com>
Cc: Parker Sovey <PSovey@walbecgroup.com>
Subject: Village of Jackson 2019 Improvements - Pay Estimate #4

Warning: External Email

Brian,

Please see attached for Pay Estimate #4 for the Jackson Park Cul-de-Sac, Jackson Park Parking Lot, and Sherman Road Drainage projects. As discussed, the estimate releases \$3,558.30 for the Sherman Road Drainage project while retaining 5% of the Jackson Park Cul-de-Sac and Jackson Park Parking Lot due to poor drainage and failure to complete punch list work.

Please let me know if you need anything else.

Thanks,
Matt

Matt Krofta
Gremmer & Associates, Inc.
93 South Pioneer Road, Suite 300
Fond du Lac, WI 54935
(920) 924-5720
(920) 924-5725 (Fax)

July 27, 2021

Village of Jackson
 N168 W20733 Main Street
 Jackson, WI 53037

Attention: Brian Kober, P.E.
 Director of Public Works

Subject: Project I.D. 190605
 Village of Jackson 2019 Improvements
 Sherman Road Drainage & Jackson Park West Parking Lot and Cul-de-Sac
 Pay Request #4

Dear Mr. Kober:

Enclosed you will find pay request #4 for the Village of Jackson 2019 Improvements project in the Village of Jackson. The total amount, due to the contractor, reflects the release of retainage for the Sherman Road Drainage portion and the withholding of the retainage for the Jackson Park West Parking Lot and Jackson Park Cul-de-Sac portions, as directed.

Sherman Road Drainage

Total Work Completed to date	= \$71,166.09	
Retainage, (5%)	= \$ 3,558.30	
Amount due to Contractor, Pay Request #4	= \$ 3,558.30	← PAY FULL

Jackson Park West Parking Lot

Total Work Completed to date	= \$77,055.79	
Retainage, (5%)	= \$ 3,852.79	← HOLD UNTIL CORRECTIONS OF PONDING
Amount due to Contractor, Pay Request #4	= \$ 0.00	

Jackson Park Cul-de-Sac

Total Work Completed to date	= \$160,469.73	
Retainage, (5%)	= \$ 8,023.49	← RETAIN \$2,000 ⁰⁰ FOR CRACKED CURBING
Amount due to Contractor, Pay Request #4	= \$ 0.00	

If you have any questions or comments, please contact me at (920) 924-5720 or cell (920) 539-6259.

Sincerely,

Matt Krofta

Matt Krofta
 Engineering Technician
 Gremmer & Associates, Inc.

Recommended Payment of:

\$ 3,558³⁰
\$ 6,023⁴⁹

TOTAL \$ 9,581⁷⁹

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

Village of Jackson - Sherman Road Drainage						Previous Estimates		Estimate #4		Cumulative Totals		% Complete	
Item No.	Description	Units	Estimated Quantity	Unit Price	Bid Total	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	23.00	\$232.30		\$0.00	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	\$0.00	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	141.90	\$15,979.36		\$0.00	141.90	\$15,979.36	109.2%	
100-12	Concrete Curb & Gutter 24-Inch Type D	LF	60	\$ 65.00	\$3,900.00	74.00	\$4,810.00		\$0.00	74.00	\$4,810.00	123.3%	
100-13	Concrete Sidewalk 4-Inch	SF	100	\$ 21.25	\$2,125.00	270.00	\$5,737.50		\$0.00	270.00	\$5,737.50	270.0%	
100-14	Concrete Sidewalk 6-Inch	SF	45	\$ 21.25	\$956.25	46.00	\$977.50		\$0.00	46.00	\$977.50	102.2%	
100-15	Lawn Restoration	SY	485	\$ 8.32	\$4,035.20	672.00	\$5,591.04		\$0.00	672.00	\$5,591.04	138.6%	
100-15a	Straw EMAT	SY	400	\$ 0.65	\$260.00	263.00	\$170.95		\$0.00	263.00	\$170.95	65.8%	
100-17	Inlet Protection Type A	EACH	1	\$ 176.77	\$176.77	0.00	\$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	1.00	\$4,000.00		\$0.00	1.00	\$4,000.00	100.0%	
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	1.00	\$303.03		\$0.00	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		\$71,166.09		\$0.00		\$71,166.09	111%



93 South Pioneer Road, Suite 300 • Fond du Lac, WI 54935 • (920) 924-5720

Work completed, previous estimates	\$71,166.09
Work completed, this estimate	\$0.00
Total work completed	\$71,166.09
Retainage, this estimate	\$0.00
Total Retainage, previous estimates	\$3,558.30
Total Retainage, final	\$0.00
Amount due to contractor, this estimate	\$3,558.30

OK

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

Item No.	Description	Units	Estimated Quantity	Unit Price	Bid Total	Previous Estimates		Estimate #4		Cumulative Totals		% Complete
						Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total	
100-04	Excavation Common	CY	150	\$ 30.00	\$4,500.00	150.00	\$4,500.00		\$0.00	150.00	\$4,500.00	100.0%
100-07	Pulverize and Relay	SY	2020	\$ 9.53	\$19,250.60	2265.00	\$21,585.45		\$0.00	2,265.00	\$21,585.45	112.1%
100-07a	Install Pulverized Base	TON	290	\$ 10.00	\$2,900.00	290.00	\$2,900.00		\$0.00	290.00	\$2,900.00	100.0%
100-10	Asphaltic Surface	TON	445	\$ 87.06	\$38,741.70	466.50	\$40,613.49		\$0.00	466.50	\$40,613.49	104.8%
100-21	Pavement Marking 4-Inch	LF	1295	\$ 5.05	\$6,539.75	1297.00	\$6,549.85		\$0.00	1,297.00	\$6,549.85	100.2%
100-22	Pavement Marking Handicap Symbol	EACH	1	\$ 295.00	\$295.00	1.00	\$295.00		\$0.00	1.00	\$295.00	100.0%
100-23	Sawing Asphalt & Concrete	LF	265	\$ 2.00	\$530.00	306.00	\$612.00		\$0.00	306.00	\$612.00	115.5%
					SUBTOTAL		\$72,757.05		\$0.00		\$77,055.79	106%



93 South Pioneer Road, Suite 300 • Fond du Lac, WI 54935 • (920) 924-5720

Work completed, previous estimates	\$77,055.79
Work completed, this estimate	\$0.00
Total work completed	\$77,055.79
Retainage, this estimate	\$0.00
Total Retainage, previous estimates	\$3,852.79
Total Retainage, final	\$3,852.79
Amount due to contractor, this estimate	\$0.00

OK

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 #4		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	\$0.00	0.0%	
100-06	Base Aggregate Dense 1 1/4-Inch	TON	985	\$ 15.28	\$15,050.80	1451.00	\$22,171.28		\$0.00	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	458.50	\$40,806.50		\$0.00	458.50	\$40,806.50	105.4%	
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	1592.00	\$13,245.44		\$0.00	1,592.00	\$13,245.44	137.2%	
100-15a	Straw EMAT	SY	600	\$ 0.65	\$390.00	532.00	\$345.80		\$0.00	532.00	\$345.80	88.7%	
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	1.00	\$3,999.91		\$0.00	1.00	\$3,999.91	100.0%	
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		\$160,469.73		\$0.00		\$160,469.73	113%



93 South Pioneer Road, Suite 300 • Fond du Lac, WI 54935 • (920) 924-5720

Work completed, previous estimates	\$160,469.73
Work completed, this estimate	\$0.00
Total work completed	\$160,469.73
Retainage, this estimate	\$0.00
Total Retainage, previous estimates	\$8,023.49
Total Retainage, final	\$8,023.49
Amount due to contractor, this estimate	\$0.00

\$2,000.00
\$6,023.49





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

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

November 2, 2021

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

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

Re: Contractor's Application for Payment No. 3
Willow Ridge Drive Reconstruction
Project No. 05789-0013

Dear Mr. Kober:

Enclosed for your use in payment to Soper Sewer & Water LLC in the amount of \$238,128.22 is Contractor's Application for Payment No. 3.

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

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

Sincerely,

CEDAR CORPORATION

A handwritten signature in blue ink, appearing to read 'Doug Kroes', written over a horizontal line.

Douglas T. Kroes
Senior Construction Manager

Enclosed: Contractor's Application for Payment No. 3
Lien Waivers: Application for Payment Nos. 1 & 2

Cc: Doug Hansen, Soper Sewer & Water LLC

☒ Owner ☐ Engineer
☐ Contractor ☐ Funding Agency

Contractor's Application for Payment No. 3

Application Date: 10/20/2021		Application Period: Through 10/20/2021	
To (Owner): Village of Jackson		Via (Engineer): Cedar Corporation	
From (Contractor): Soper Sewer & Water LLC		Contact: Doug Kroes	
Contact: Brian Kober		Contact: Doug Kroes	
Project: Willow Ridge Drive Reconstruction		Address: Cedar Corporation W61 N497 Washington Avenue Cedarburg, WI 53012	
Address: 139 E. Packer Avenue Oshkosh, WI 54901			
Owner's Contract No.: A-21		Engineer's Project No.: 05789-0013	
Contractor's Project No.: SSW21-049			

Change Order Summary

Approved Change Orders			
Number	Additions	Deductions (Enter as Positive Number)	
			1. ORIGINAL CONTRACT PRICE \$ 788,832.75
			2. Net change by Change Orders \$ -
			3. CURRENT CONTRACT PRICE (Line 1 + Line 2) \$ 788,832.75
			4. TOTAL COMPLETED TO DATE (Column L Total on Progress Estimates) \$ 571,804.85
			5. RETAINAGE:
			a. 5% X \$394,416.38 Work Completed \$ 19,720.82
			6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number) ... \$
			7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6) \$ 552,084.03
			8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application) \$ 313,955.81
			9. AMOUNT DUE THIS APPLICATION \$ 238,128.22
TOTALS			
NET CHANGE BY CHANGE ORDERS			

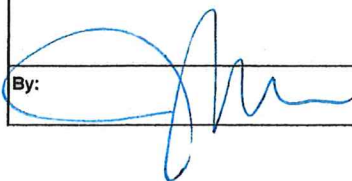
Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge:

(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 Work covered by prior Applications for Payment;

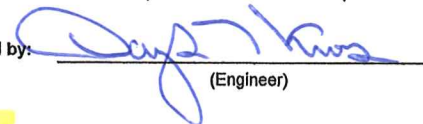
(2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner per Article 15 of the General Conditions; and

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

By: 

Date: 9/21/2021

Payment of: \$ 238,128.22
 (Line 9 or other - attach explanation of the other amount)

Recommended by:  11-2-21
 (Engineer) (Date)

Payment of: \$
 (Line 9 or other - attach explanation of the other amount)

Approved by: _____
 (Owner) (Date)

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

3

For (Project): Willow Ridge Drive Reconstruction								Application Date: 10/20/2021			
Application Period: Through 10/20/2021								Owner's Contract No.: A-21 Engineer's Project No.: 05789-0013			
A	B	C	D	E	F	G	H	I	J	K	L
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Total Work Completed to Date	
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)
1.	COMMON EXCAVATION	L.S.	4,200.00	\$ 16.20	\$ 68,040.00	3,150.00	\$ 51,030.00		\$ -	3,150.00	\$ 51,030.00
2.	SAW CUTTING ASPHALT ROADWAY	L.S.	200.00	\$ 3.10	\$ 620.00		\$ -		\$ -		\$ -
3.	SAN MH CHIMNEY & CASTING REPLACEMENT	I.D.	7.00	\$ 1,440.00	\$ 10,080.00	3.00	\$ 4,320.00	4.00	\$ 5,760.00	7.00	\$ 10,080.00
4.	VALVE BOX REPLACEMENT	S.F.	3.00	\$ 420.00	\$ 1,260.00	2.00	\$ 840.00		\$ -	2.00	\$ 840.00
5.	48" STORM SEWER MANHOLE	L.F.	4.00	\$ 2,870.00	\$ 11,480.00	4.00	\$ 11,480.00		\$ -	4.00	\$ 11,480.00
6.	12" DIA. STORM SEWER	L.F.	595.00	\$ 90.00	\$ 53,550.00	639.00	\$ 57,510.00		\$ -	639.00	\$ 57,510.00
7.	6" DIA. PVC STORM SEWER	EA.	98.00	\$ 90.00	\$ 8,820.00	72.50	\$ 6,525.00		\$ -	72.50	\$ 6,525.00
8.	4" DIA. STORM LATERAL	EA.	2,084.00	\$ 68.00	\$ 141,712.00	2,031.10	\$ 138,114.80		\$ -	2,031.10	\$ 138,114.80
9.	STORM MANHOLE CHIMNEY & CASTING REPLACEMENT	1,000GAL	4.00	\$ 1,600.00	\$ 6,400.00	1.00	\$ 1,600.00	3.00	\$ 4,800.00	4.00	\$ 6,400.00
10.	CATCH BASIN REPLACEMENT	100 LBS	6.00	\$ 3,000.00	\$ 18,000.00	6.00	\$ 18,000.00		\$ -	6.00	\$ 18,000.00
11.	CURB BOX REPLACEMENT	L.F.	5.00	\$ 650.00	\$ 3,250.00	6.00	\$ 3,900.00		\$ -	6.00	\$ 3,900.00
12.	CURB STOP REPLACEMENT	S.Y.	3.00	\$ 1,200.00	\$ 3,600.00	2.00	\$ 2,400.00		\$ -	2.00	\$ 2,400.00
13.	SANITARY LATERAL REPLACEMENT (1 UNIT)	S.Y.	12.00	\$ 200.00	\$ 2,400.00	12.50	\$ 2,500.00		\$ -	12.50	\$ 2,500.00
14.	6" SAN LATERAL RECONNECTION (7 UNITS)	L.S.	71.00	\$ 200.00	\$ 14,200.00	56.10	\$ 11,220.00		\$ -	56.10	\$ 11,220.00
15.	REMOVE CONCRETE SIDEWALK	C.Y.	13,435.00	\$ 0.50	\$ 6,717.50		\$ -	13,435.00	\$ 6,717.50	13,435.00	\$ 6,717.50
16.	4" CONCRETE SIDEWALK	TON	12,968.00	\$ 4.35	\$ 56,410.80		\$ -	10,374.00	\$ 45,126.90	10,374.00	\$ 45,126.90
17.	REMOVE CURB & GUTTER	S.Y.	3,461.00	\$ 0.70	\$ 2,422.70		\$ -	3,461.00	\$ 2,422.70	3,461.00	\$ 2,422.70
18.	30" CURB & GUTTER TYPE "D"	TON	3,234.00	\$ 13.50	\$ 43,659.00		\$ -	3,234.00	\$ 43,659.00	3,234.00	\$ 43,659.00
19.	REMOVE CONCRETE DRIVEWAY APRON	TON	6,754.00	\$ 0.50	\$ 3,377.00		\$ -	6,754.00	\$ 3,377.00	6,754.00	\$ 3,377.00
20.	7" CONCRETE DRIVEWAY APRON & SIDEWALK	GAL	10,319.00	\$ 5.50	\$ 56,754.50		\$ -	8,255.00	\$ 45,402.50	8,255.00	\$ 45,402.50
21.	EXCAVATION BELOW SUBGRADE (EBS)	TON	420.00	\$ 17.00	\$ 7,140.00		\$ -	376.85	\$ 6,406.45	376.85	\$ 6,406.45
22.	EBS BACKFILL 1-1/4" DENSE	TON	840.00	\$ 15.00	\$ 12,600.00		\$ -	741.76	\$ 11,126.40	741.76	\$ 11,126.40
23.	1-1/4" DENSE CRUSHED AGGREGATE BASE COURSE	L.F.	3,900.00	\$ 15.00	\$ 58,500.00		\$ -	3,958.44	\$ 59,376.60	3,958.44	\$ 59,376.60
24.	LOWER LAYER HMA PAVEMENT 3-1/4"	L.F.	1,275.00	\$ 71.00	\$ 90,525.00		\$ -		\$ -		\$ -
25.	UPPER LAYER HMA PAVEMENT 1-3/4"	L.S.	685.00	\$ 75.65	\$ 51,820.25		\$ -		\$ -		\$ -
26.	TRAFFIC CONTROL (Includes Mobilization)	EA.	1.00	\$ 25,000.00	\$ 25,000.00	0.50	\$ 12,500.00	0.25	\$ 6,250.00	0.75	\$ 18,750.00
27.	LAWN RESTORATION	S.F.	3,509.00	\$ 6.00	\$ 21,054.00		\$ -		\$ -		\$ -
28.	INLET PROTECTION	S.F.	10.00	\$ 90.00	\$ 900.00		\$ -	10.00	\$ 900.00	10.00	\$ 900.00
29.	ABANDON 8" SAN SEWER & WTM	S.F.	1.00	\$ 4,880.00	\$ 4,880.00	1.00	\$ 4,880.00		\$ -	1.00	\$ 4,880.00
30.	REMOVE SAN. MANHOLE	S.Y.	1.00	\$ 2,660.00	\$ 2,660.00	1.00	\$ 2,660.00		\$ -	1.00	\$ 2,660.00
31.	SALVAGE HYDRANT AND VALVE	L.F.	1.00	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00		\$ -	1.00	\$ 1,000.00
TOTAL BID ITEMS 1-31						\$ 788,832.75	\$ 330,479.80	\$ 241,325.05	\$ 571,804.85		
ADDITIONAL ITEMS											
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ADDITIONAL ITEMS						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ALL ITEMS						\$ 788,832.75	\$ 330,479.80	\$ 241,325.05	\$ 571,804.85		



LIEN WAIVER AND RELEASE OF CLAIMS

The undersigned has been employed by **Soper Sewer & Water LLC** to furnish labor, equipment, materials and services for **Sanitary Sewer** pursuant to an agreement with **MJ Construction Inc.** for the improvements to:

Project: Willow Ridge Drive Reconstruction Contract A-21

Site Address: Village of Jackson, WI

For and in consideration of the sum of **\$133,099.08**, Subcontractor/Supplier does hereby waive and release all lien rights to or claim of lien on real property with respect to its work on the Project, and on the monies or other considerations due or to become due Subcontractor/Supplier by virtue of said work, including all rights under applicable laws and regulations relating to the Project, including, but not limited to, rights or claims to any lien on Project proceeds or rights or claims on any Payment and/or Performance Bonds.

Subcontractor/Supplier further represents and warrants that it has paid for all the labor, equipment, materials and services used, supplied or incorporated into its work, including such labor, equipment, materials and services of all its subcontractors and/or suppliers who have furnished the same as part of Subcontractor/Supplier work through and as of this 29th day of October, 2021.

MJ Construction Inc.

Michelle Magin
Signature

Michelle Magin - President
Title

Email copy to:

jackiew@sopercompanies.com

Soper Sewer & Water LLC
139 E. Packer Avenue
Oshkosh, WI 54901

RECEIVED

OCT 28 2021

Per CL 10972
Doherty open.**PARTIAL LIEN WAIVER AND RELEASE OF CLAIMS**

The undersigned has been employed by **Soper Sewer & Water LLC** to furnish labor, equipment, materials and services for **Traffic Control** pursuant to an agreement with **Barricade Flasher Service, Inc.** for the improvements to:

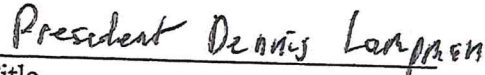
Project: **Willow Ridge Drive Reconstruction Contract A-21**
Site Address: **Village of Jackson, WI**

For and in consideration of the sum of **\$2,015.16**, Subcontractor/Supplier does hereby waive and release all lien rights to or claim of lien on real property with respect to its work on the Project, and on the monies or other considerations due ~~or to become due~~ Subcontractor/Supplier by virtue of said work, including all rights under applicable laws and regulations relating to the Project, including, but not limited to, rights or claims to any lien on Project proceeds or rights or claims on any Payment and/or Performance Bonds.

Subcontractor/Supplier further represents and warrants that it has paid for all the labor, equipment, materials and services used, supplied or incorporated into its work, including such labor, equipment, materials and services of all its subcontractors and/or suppliers who have furnished the same as part of Subcontractor/Supplier work through and as of this 28th day of October, 2021.

Barricade Flasher Service, Inc.

Signature



Title

Email copy to:
jackiew@sopercompanies.com

Soper Sewer & Water LLC
139 E. Packer Avenue
Oshkosh, WI 54901



LIEN WAIVER AND RELEASE OF CLAIMS

The undersigned has been employed by Soper Sewer & Water LLC to furnish labor, equipment, materials and services for Aggregate Materials pursuant to an agreement with Wissota Sand and Gravel for the improvements to:

Project: Willow Ridge Drive Reconstruction Contract A-21
Site Address: Village of Jackson, WI

For and in consideration of the sum of \$18,390.73, Subcontractor/Supplier does hereby waive and release all lien rights to or claim of lien on real property with respect to its work on the Project, and on the monies or other considerations due or to become due Subcontractor/Supplier by virtue of said work, including all rights under applicable laws and regulations relating to the Project, including, but not limited to, rights or claims to any lien on Project proceeds or rights or claims on any Payment and/or Performance Bonds.

Subcontractor/Supplier further represents and warrants that it has paid for all the labor, equipment, materials and services used, supplied or incorporated into its work, including such labor, equipment, materials and services of all its subcontractors and/or suppliers who have furnished the same as part of Subcontractor/Supplier work through and as of this 31st day of Aug, 2021

Check #600 August Statement

Wissota Sand and Gravel

Angela Walter
Signature

Office Manager
Title

Email copy to:
jackiew@sopercompanies.com

Soper Sewer & Water LLC
139 E. Packer Avenue
Oshkosh, WI 54901



LIEN WAIVER AND RELEASE OF CLAIMS

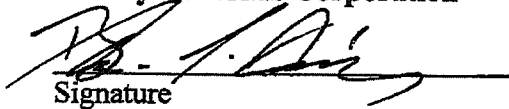
The undersigned has been employed by **Soper Sewer & Water LLC** to furnish labor, equipment, materials and services for **Materials** pursuant to an agreement with **County Materials Corporation** for the improvements to:

Project: Willow Ridge Drive Reconstruction Contract A-21
Site Address: Village of Jackson, WI

For and in consideration of the sum of **\$9,449.60**, Subcontractor/Supplier does hereby waive and release all lien rights to or claim of lien on real property with respect to its work on the Project, and on the monies or other considerations due or to become due Subcontractor/Supplier by virtue of said work, including all rights under applicable laws and regulations relating to the Project, including, but not limited to, rights or claims to any lien on Project proceeds or rights or claims on any Payment and/or Performance Bonds.

Subcontractor/Supplier further represents and warrants that it has paid for all the labor, equipment, materials and services used, supplied or incorporated into its work, including such labor, equipment, materials and services of all its subcontractors and/or suppliers who have furnished the same as part of Subcontractor/Supplier work through and as of this 27 day of October, 2021.

County Materials Corporation


Signature

Brian L. Abitz, Corporate Credit Manager

Title

Email copy to:
jackiew@sopercompanies.com

Soper Sewer & Water LLC
139 E. Packer Avenue
Oshkosh, WI 54901



LIEN WAIVER AND RELEASE OF CLAIMS

The undersigned has been employed by **Soper Sewer & Water LLC** to furnish labor, equipment, materials and services for **Materials** pursuant to an agreement with **Cretex Specialty Products** for the improvements to:

Project: Willow Ridge Drive Reconstruction Contract A-21
Site Address: Village of Jackson, WI

For and in consideration of the sum of **\$1,861.00**, Subcontractor/Supplier does hereby waive and release all lien rights to or claim of lien on real property with respect to its work on the Project, and on the monies or other considerations due or to become due Subcontractor/Supplier by virtue of said work, including all rights under applicable laws and regulations relating to the Project, including, but not limited to, rights or claims to any lien on Project proceeds or rights or claims on any Payment and/or Performance Bonds.

Subcontractor/Supplier further represents and warrants that it has paid for all the labor, equipment, materials and services used, supplied or incorporated into its work, including such labor, equipment, materials and services of all its subcontractors and/or suppliers who have furnished the same as part of Subcontractor/Supplier work through and as of this 28th day of October, 2021.

Cretex Specialty Products

Kim Anderson

Signature

Office Manager

Title

Email copy to:

jackiew@sopercompanies.com

Soper Sewer & Water LLC
139 E. Packer Avenue
Oshkosh, WI 54901

Memo

To: Brian W. Kober, P. E., Director of Public Works
From: Russell Krueger, Streets and Parks Supervisor
Subject: Purchase of Snow Ex Liqui-Maxx High Volume Liquid Spray System
Date: November 1, 2021
CC: Jen Keller, Village Administrator; Board of Public Works; Village Board

Public Works Department would like to purchase the SnowEx Liqui-Max High Volume Liquid Spraying System. This 300-gallon tank system is easy to use. The unit is truck mounted on a 1-ton truck for safe mobility around parking lots and buildings. Fitted with a 100-foot hose reel kit, we can spray sidewalks, steps, and entrances around buildings and grounds of all village owned properties. This truck mounted system also includes a boom sprayer with a spraying width of 8 feet for parking lots, main arteries of streets that we currently maintain and plow. What this brine solution does is it gives us a way of pre salting in liquid form prior to snow events to help make walks, parking lots and mains less slippery and little to no hard pack on surfaces for easier cleanup reducing the amount of salt.

The Village can purchase brine solution directly from Washing County Hwy Dept. in Village of Slinger. The price per gallon is currently 14 cents a gallon. This means no further purchase of a brine mixing machine and no extra testing with trial and error as they mix the brine daily with relative humidity, air temp, ground temp and moisture to have the safest and most effective brine solution on hand. We can go anytime a snow event occurs and up to 11:00 pm for brine. We can pre salt on Friday for a Sunday predicted storm thus saving on overtime and calling in additional crews.

This truck system will be solely operated by a couple employees to dial in our specific needs and precise application as to not waste or spray anything that does not need to be. Once we reach this, we will train all employees on use and safe practices. This will be a great tool to control hard pack on heavily traveled lots, walks, and roads within the village and we can also spray bridge decks at Hickory Ln and Cedar Parkway creating safer travel and giving us a little more time to get to these areas and keeping them clear of snow and ice.

We like to purchase options A and C for a total of \$12,375.00 from Casper's Truck Equipment. The salt is full so the remaining 2021 salt budget amount would be used for the purchase.

Russell Krueger DPW



Appleton	Milwaukee
700 Randolph Drive Appleton, WI 54913 Phone: (920) 687-1111 Fax: (920) 687-1122	12655 W. Silver Spring Rd Butler, WI 53007 Phone: (262) 544-5404 Fax: (800) 261-0383

Account: Village of Jackson
Name: _____
Address: 6034 South Howell Avenue
Jackson WI 53037

Date: 10/1/2021
Email: _____
Phone: (262)677-0707
Note: _____

**** Sales Quotation ****

A. SnowEx Liqui-Maxx High Volume Liquid Spray System

1. 300 gallon capacity, 320 lb. empty weight, with an overall length of 101"
2. Interchangeable tank, pump, and boom assemblies allow for customizing equipment. Choose between 4 tank sizes and 3 pump/control packages.
3. Unique elliptical tank designs offer low centers of gravity and include sumps for complete draining.
4. Durable, dry-seal pumps have a low-water shutoff that prevents them from running dry, ensuring long-lasting seal performance.
5. Deluxe control works with optional GPS speed sensor to calculate ideal application rate per vehicle speed and automatically adjust flow as needed. Features 3-zone spray capability.
6. The boom includes 3 nozzle sizes on a rotating assembly to adjust spray volume to accommodate speed ranges. Wing nozzles can be manually adjusted for direction and flow control.
7. The Liqui Maxx™ spray system features a filtered Bottom-Fill Port.
8. Pump powered by an electric start Honda gas engine
9. Includes universal mounting kit
10. Installed Complete

Total: \$10,872.00

Options

B. GPS Speed Sensor

1. The GPS sensor is used to communicate vehicle speed back to the control.
2. The system automatically adjusts the flow rate as needed making anti-icing
3. Installed complete

~~Add: \$1,087.00~~

C. Hose Reel Kit

1. Bolts directly to the sprayer frame
2. Includes 100' of hose
3. Installed complete

Add: \$1,503.00

Total with options: ~~\$13,364.00~~ \$12,375.00

Submitted by: Andy Jorgensen

All Sales Tax and FET Tax will be added

Quote firm 30 days

Terms: Net 30

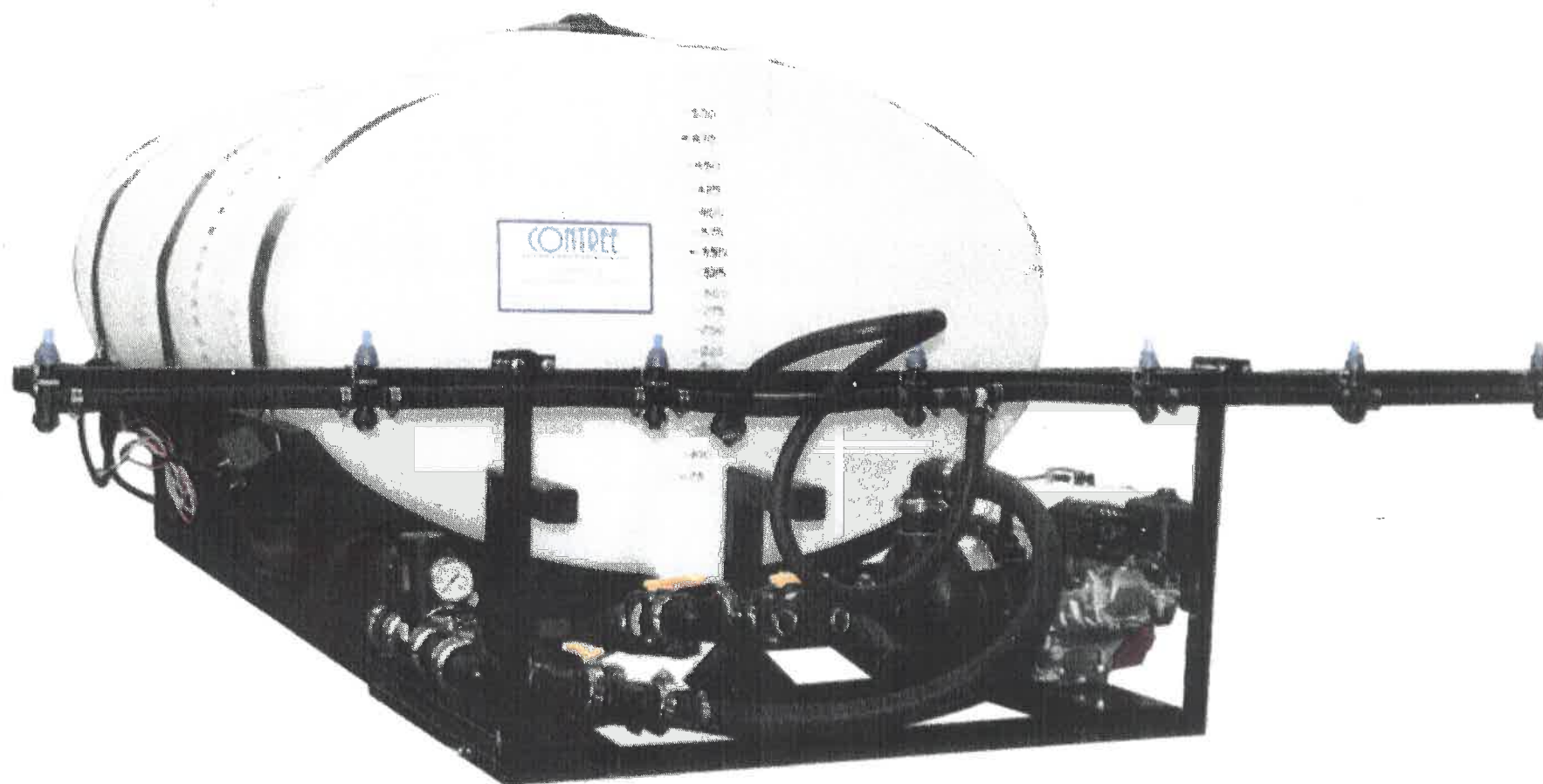
By signing below, I agree that I have read, understood, and will comply with the terms of this quote.

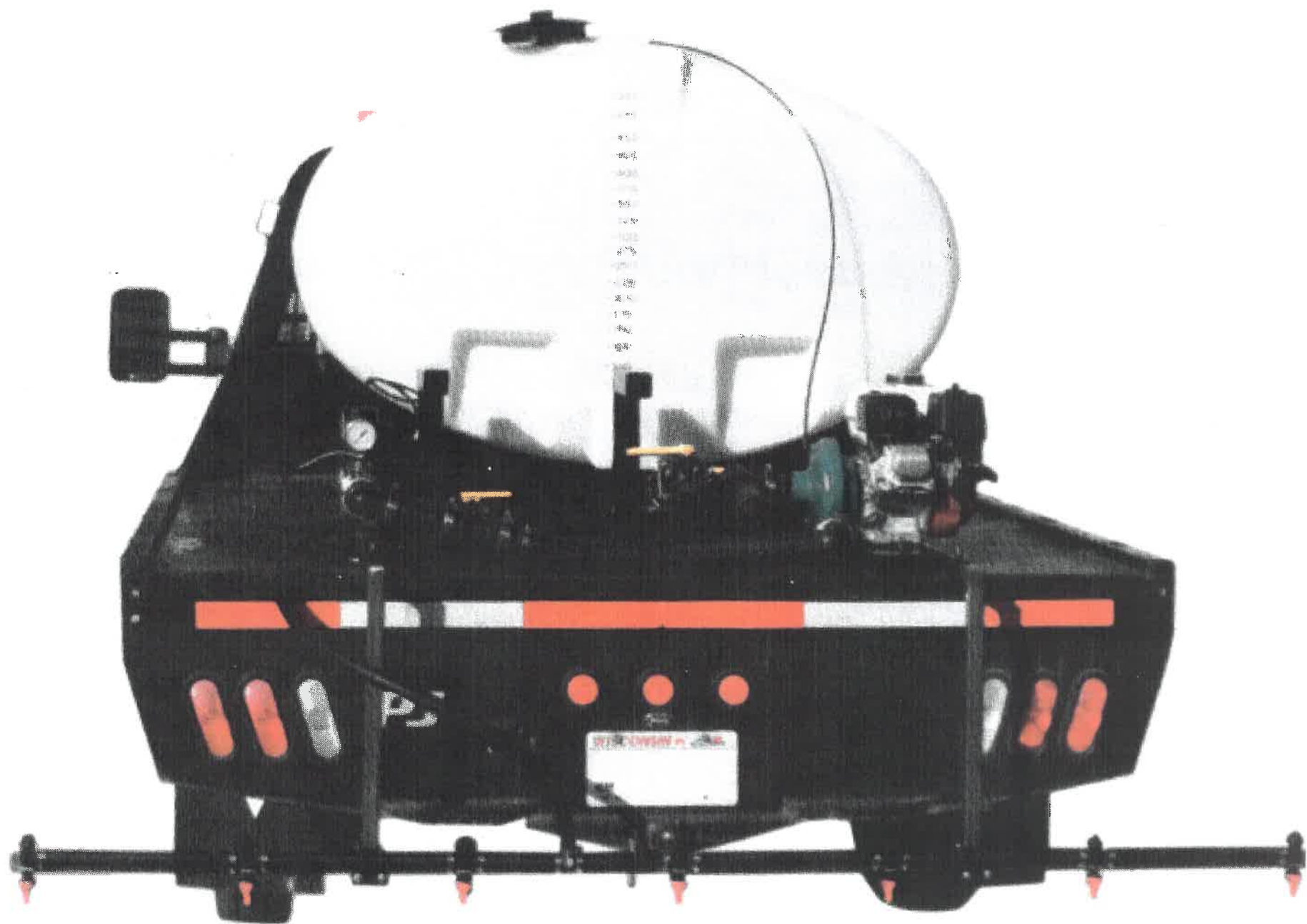
Quote accepted by: _____

Title: _____

Date Accepted: _____

PO# _____





Village of Jackson
PLAN COMMISSION APPLICATION

Application/Permit #: _____

PROPERTY INFORMATION

- ☐ COMMERCIAL ☐ INDUSTRIAL ☒ RESIDENTIAL ☐ OTHER _____
- ☐ CONDITIONAL USE ☐ PLANNED UNIT DEVELOPMENT ☐ CERTIFIED SURVEY MAP
- ☐ New ☐ New ☐ CONCEPT PLAN
- ☐ Amendment ☐ Amendment
- ☐ Special Use ☐ Special Use ☒ OTHER Preliminary Plat
- (For existing Cond. Use ONLY) (For existing PUD ONLY)

Property Address: Maple Fields - West of Maple Rd / South of Sherman Parc Unit: — Jackson, WI

Parcel #: V3-0751 + V3-075200A Lot Size: 75.33 Acres sq. ft. Building Area: _____ sq. ft.

Current Zoning: ☐ B-1 ☐ B-2 ☐ M-1 ☐ M-2 ☐ I-1 ☐ PUD ☒ Other R-1, R-3, R-5 Floodplain: Y / N

APPLICANT INFORMATION

Name(s): Neumann Developments Inc. - Bryan Lindgren

Mailing Address: 127 W 24025 Paul Ct., Suite 100, Pewaukee State WI Zip 53072

Office: (262) 542-9200 Cell: (608) 215-4934 Fax: (_____)

Email: blindgren@neumanncompanies.com

BUSINESS INFORMATION (If New Business)

Legal Business Name: _____

D/B/A: _____ FEIN #: _____

Mailing Address: _____ State _____ Zip _____

Office: (_____) _____ Cell: (_____) _____ Fax: (_____)

Email: _____

Website: _____

PROPERTY OWNER INFORMATION

Name(s): Paloroma Farms LLC

Address: PO Box 99, Menomonee Falls State WI Zip 53052

Office: (414) 870-5819 Cell: (_____) _____ Fax: (_____)

Email: cdunn@drilots.com

ARCHITECT / ENGINEER / CONTRACTOR INFORMATION (Circle One)

Firm Name: Trio Engineering

Primary Contact: Josh Pudelko

Address: 4100 N. Calhoun Rd., Brookfield State WI Zip 53005

Office: (262) 790-1480 Cell: (_____) _____ Fax: (_____)

Email: jpudelko@trioeng.com

RECEIVED

NOV 04 2021

Please provide as much detailed information as possible. (Add additional pages if needed.)

Briefly explain what you are requesting to be reviewed and/or approved: Preliminary Plat for Maple Fields

Provide a brief overview of proposed use(s) of entire property and/or lease space: Residential single family neighborhood.

Hours of Operation:

Provide a brief overview of proposed daily on-site operations:

Describe any potential environmental impacts from the proposed use including but not limited to exterior storage, noise, smoke, dust, odors, hazardous materials, vibration, horns, speakers, vehicles and equipment operation and exterior generators, HVAC, or other stationary mechanical equipment, etc.:

Describe all businesses, properties and other entities located adjacent to the proposed use: Residential & Agricultural

Describe any proposed, development, on-site improvements or other construction/remodeling activities: Residential site development of utilities, grading, & roads followed

Describe any proposed grading, and/or stormwater management plan: included in future engineering plans

Describe any proposed landscape plan/improvements including driveways, sidewalks, vegetative plantings, etc.: included in future plans

Describe any proposed on-site security measures including site lighting:

Describe any existing or proposed Life Safety Systems (Includes fire hydrants, fire suppression & fire alarm systems): fire hydrants per requirements

Describe the projected traffic circulation and impacts: Primarily East to Maple Rd.

List all setbacks from rights-of-way and property lines and height limitations: Per approved Zoning

Provide status of State/Federal License(s) or Certificate(s) required for operation, if any: —

Does this project require other Jurisdictional Approvals from other Governmental or Regulatory entities?
☐ No ☒ Yes If yes, explain: DNR

Describe any proposed signage including type, size, and location: Monument Sign for neighborhood entrance
location & design TBD

If construction is proposed, describe proposed exterior building materials (type, color, etc.): —

Describe any site specific features/constraints, etc.: —

Outline proposed parking requirements including number of spaces plus those dedicated for handicapped parking: 2 car garage minimum plus driveway spaces

Describe all proposed screening/buffering from adjacent properties (where required by ordinance): —

Describe the proposed provisions for refuse and recycling collection/storage and required screening/buffering: —

Projected Sewer/Wastewater Usage: 10,950,000 gal/year

Projected Water Usage: 10,950,000 gal/year

ACKNOWLEDGEMENT & SIGNATURES

I/We hereby certify that I/We have reviewed the above Village of Jackson Plan Commission application and requirements, and hereby certify that the above information, attachments, and exhibits are complete, true and correct. I/We further understand that any missing or incomplete information may result in a delay of the review of this application. The Village reserves the right to request additional information as deemed necessary.

Applicant Name (Print):

Bryan Lindgen

Applicant Signature:

[Signature]

Co-Applicant Name (Print):

CO-Applicant Signature:

Date of Application:

11-2-21

You MUST sign and date this Application!

SUBMIT TO:

Village of Jackson – Village Hall (*Checks shall be made payable to Village of Jackson*)
N168 W20733 Main Street
PO BOX 637
Jackson, WI 53037

QUESTIONS?

Village Clerk: For all **general questions** related to completing form or questions related to Village meetings.
Phone: (262) 677-9001 x11
Email: jilline.dobratz@villageofjackson.com

Building Inspector: For questions concerning **building codes, zoning, or technical questions.**
Phone: (262) 677-9696
Email: collin.johnson@villageofjackson.com

TERMS OF THIS PERMIT

1. This permit shall become effective upon Village approval and where required, the execution and recording by the owners of the premises of an acceptance hereof in such form as to constitute an effective covenant running with the land.
2. The permit shall be void unless: (a) pursuant to the Building and Zoning Codes of the Village, the approved use is commenced or (b) the building permit is obtained within 12 months of the date of Village Board approval.
3. This approval is subject to amendment and termination in accordance with the provisions of the Zoning Code of the Village of Jackson.
4. Construction and operation of this permit shall be in strict conformity to the approved building, site, and operational plans which were filed in connection with the application for this approval (as attached and/or referenced).
5. Any of the conditions of this permit which would normally be the responsibility of the tenants of the premises, shall be made a part of their lease by the owner.

VILLAGE APPROVAL:

☐ TEMPORARY Expiration Date: _____, 20____

Plan Commission Approval: Meeting Date: _____, 20____

Village Board Approval: Meeting Date: _____, 20____

In-House Approval (O-T-C): Date: _____, 20____

Approved by: Village Administrator

Conditions and Duration of Approval:

Depending on the request, approvals shall generally be continual or temporary in nature. ALL approvals are subject to the Conditions of Approval outlined below. All conditional or special uses/approvals shall, upon complaint, be subject to review, amendment, or revocation by the Village. Where temporary approvals are issued, such approvals shall be subject to the time limitations specified.

Conditions of Approval: _____

APPLICATION DENIED: Date: _____, 20____

Staff Initials: _____

Reason for Denial: _____

FOR OFFICE USE ONLY
Acct. #: 100-00-45730-000-00

Date Received: 11-5-2021

Amount: \$ 325.00

Payment Type: CH/CC CASH

Check/Rcpt. #: 1989/250706

Received By: [Signature]

VILLAGE OF JACKSON

N168W20733 MAIN ST.

P O BOX 637

JACKSON, WI 53037-0147

Receipt Nbr: 250906**Date:** 11/08/2021**Check****RECEIVED
FROM**

NEUMANN DEVELOPMENTS INC

\$325.00

<u>Type of Payment</u>	<u>Description</u>	<u>Amount</u>
Accounting	Account Nbr: 100-00-45730-000-000	325.00
	PLANNING / ZONING FEES	
	NOVEMBER PLAN COMMISSION-PRE PLAT/CK1989	
TOTAL RECEIVED		325.00

Receipt Memo: PRELIMINARY PLAT-MAPLE FIELDS / CK #1989



November 2, 2021

Ms. Jen Keller, Administrator
Village of Jackson
N168W20733 Main Street
Jackson, WI 53037

RE: Maple Fields
Preliminary Plat Letter of Intent

Ms. Keller,

Neumann Developments is submitting this Letter of Intent and supporting documents for a Preliminary Plat review from the Village Plan Commission and staff at the December 2nd Plan Commission meeting.

The proposed subdivision would be developed as a single-family residential subdivision and, at full build out of the subdivision, would add 100 homes to the Village and \$40-\$45 million dollars in estimated property value. The development would have a connection to existing East Gate Drive into Twin Creeks and the main entrance at Maple Road. The development proposed would be built in phases with the first phase starting closest to Maple Road. The enclosed submittal requirements provide the detail of the proposed development.

The following information is included in this submission:

- Application form
- Letter of Intent to Village
- Impact Statement
- Location Map
- Development Plan
- Preliminary Plat
- Grading/Drainage Plan
- Water/Sewer/Storm Sewer Plans
- Street/Right of Way cross sections
- Erosion Control Plan

If any additional information is required please feel free to contact me. Our team looks forward to discussing this proposed subdivision with the Village staff and Plan Commission.

Sincerely,

Neumann Developments


Bryan Lindgren
November 02, 2021

November 4, 2021

Village of Jackson
N168 W20733 Main St.
Jackson, WI 53037



Attn: Plan Commission

RE: **Impact Statement**
Maple Fields

Dear Plan Commission,

This submittal proposes a new residential subdivision consisting of 100 single family lots and 3 outlots. The specific information on the impact the proposed development will have on the community is as illustrated below.

- A. Annual water consumption estimate (100% occupancy and build-out)
 - 109,500 gal/year = 1 RU (residential unit)
 - 109,500 gal/yr x 100 lots = **10,950,000 gal/year**
- B. Annual sewage generation estimate (100% occupancy and build-out)
 - 109,500 gal/year = 1 RU (residential unit)
 - 109,500 gal/yr x 100 lots = **10,950,000 gal/year**
- C. Vehicle trip generation (trips per day per unit x number of units)
 - 10 trips/day x # of lots
 - 10 trips/day x 100 = **1,000 trips/day**
- D. Estimated number of vehicles and recreational vehicles to be stored and/or parked on site = **None**
- E. Proposed sign(s) (advertising business, industry, dwelling unit)
 - **Temporary marketing signs. Permanent subdivision entry sign.**
- F. General hours of operation
 - **24 hours/day, 7 days/week**
- G. Anticipated user profiles (for residential developments)
 - **Single family residential homeowners**
- H. Proposed dates of construction and completion
 - Start of construction: **Spring 2022**
 - Completion of construction: **Fall 2022**
- I. Unusual conditions which warrant special attention (hazardous materials storage, fire hazards, odors, noise generation, etc.)
 - **N/A**

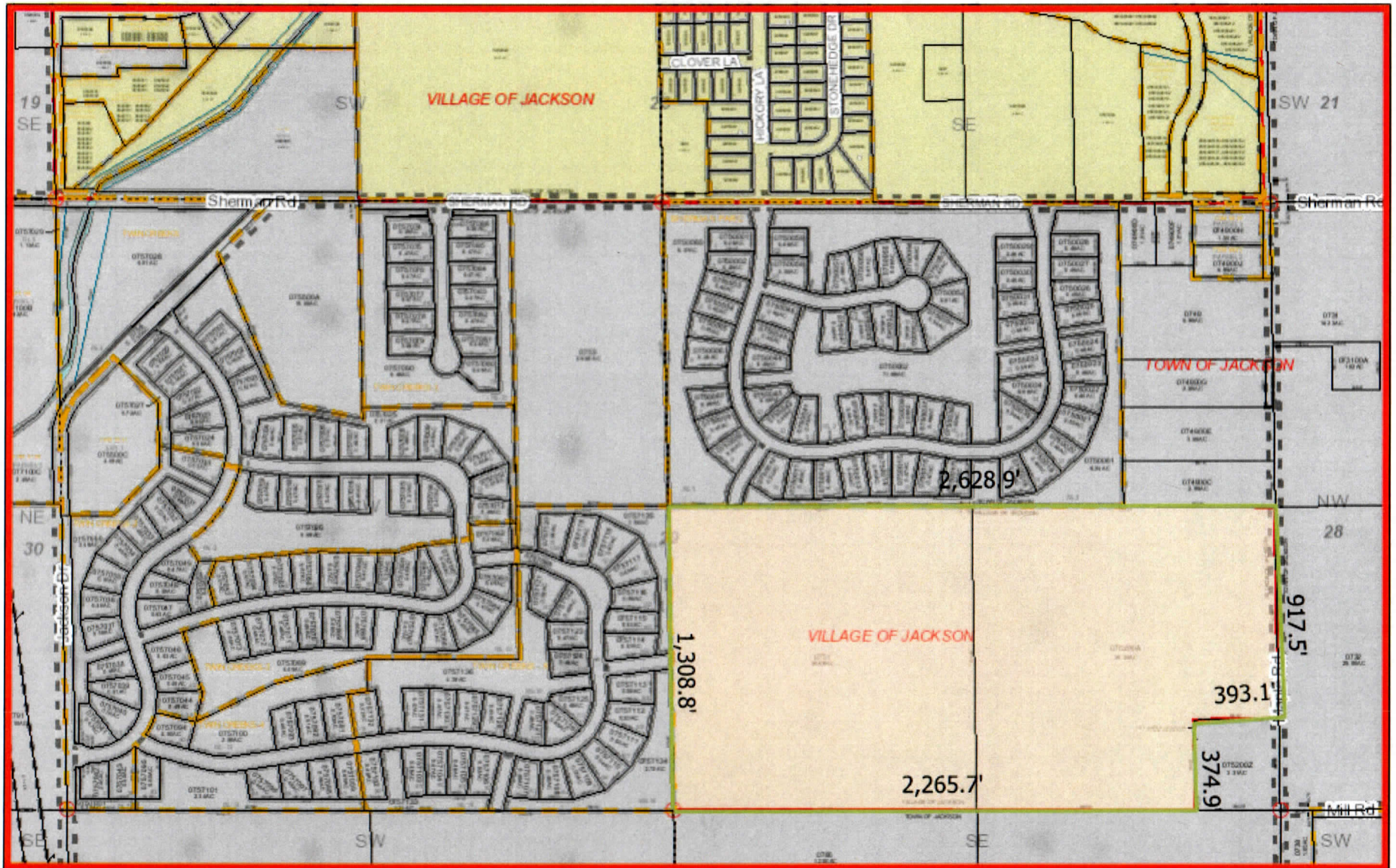
L:\LOBBYS\WPDOCS\DOCUMENT\998116016-01\7-Misc Correspondence\Impact Statement_2021-11-04.docx

I trust that this information fulfills the requirement for submission. If any additional information is required or to ask questions about the proposed development, please feel free to contact me or our team.

Sincerely,

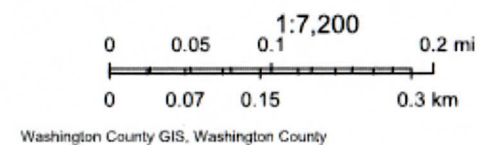
Josh Pudelko, M.S., P.E.
President

ArcGIS WebMap



August 2, 2018

- | | | | |
|----------------------------|-----------------------------|--------------------|---------------|
| County Boundary | Washington County Landmarks | Public Open Spaces | Meander Line |
| City, Village or Town Hall | Airports | Current Parcel | PLSS Monument |
| Libraries | Trails | Landhook | PLSS Boundary |





November 2, 2021

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Village of Jackson
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Jackson, WI 53037

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Bryan Lindgren
November 02, 2021

November 4, 2021

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N168 W20733 Main St.
Jackson, WI 53037



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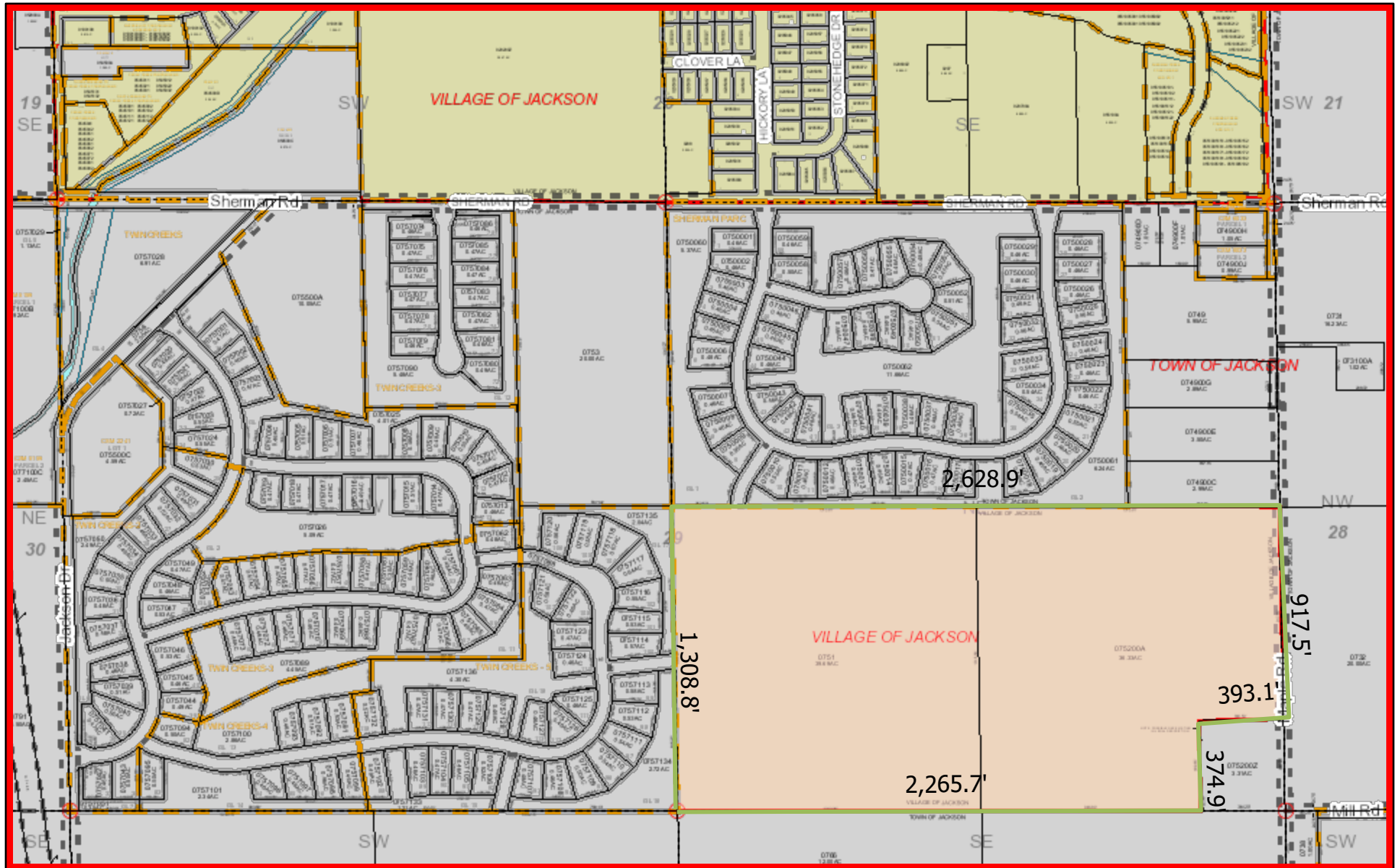
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Sincerely,

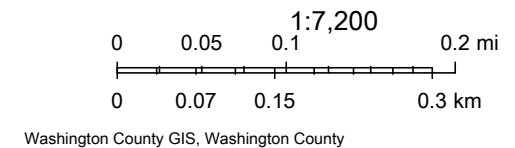
Josh Pudelko, M.S., P.E.
President

ArcGIS WebMap



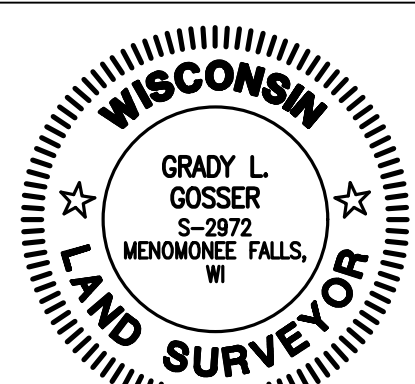
August 2, 2018

- | | | | |
|----------------------------|-----------------------------|--------------------|---------------|
| CountyBoundary | Washington County Landmarks | Public Open Spaces | Meander Line |
| City, Village or Town Hall | Airports | Current Parcel | PLSS Monument |
| Libraries | Trails | Landhook | PLSS Boundary |



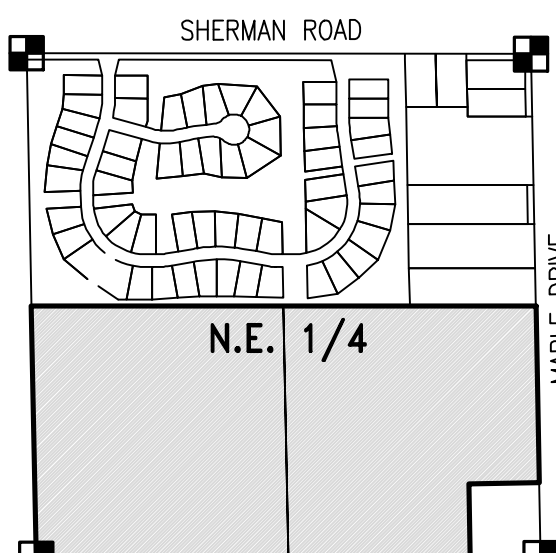
PRELIMINARY PLAT OF MAPLE FIELDS

BEING A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29,
TOWN 10 NORTH, RANGE 20 EAST, IN THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN.



4100 N. CALHOUN ROAD
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: gg@trioeng.com

SCALE: 1" = 100'



LOCALITY MAP:
N.E. 1/4, SEC. 29,
T. 10 N., R. 20 E.
SCALE: 1"=1000'

DEVELOPER:

NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072
PHONE: (262) 542-9200

ENGINEER / SURVEYOR:

TRIO ENGINEERING, LLC
4100 N. CALHOUN ROAD, SUITE 300
BROOKFIELD, WISCONSIN 53005
PHONE: (262) 790-1480

PROJECT:
MAPLE FIELDS
SINGLE FAMILY RESIDENTIAL SUBDIVISION
VILLAGE OF JACKSON, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

DATE	DESCRIPTION
09/30/2021	VILLAGE SUBMITTAL
11/04/2021	VILLAGE SUBMITTAL

DATE:

NOVEMBER 4, 2021

JOB NUMBER:

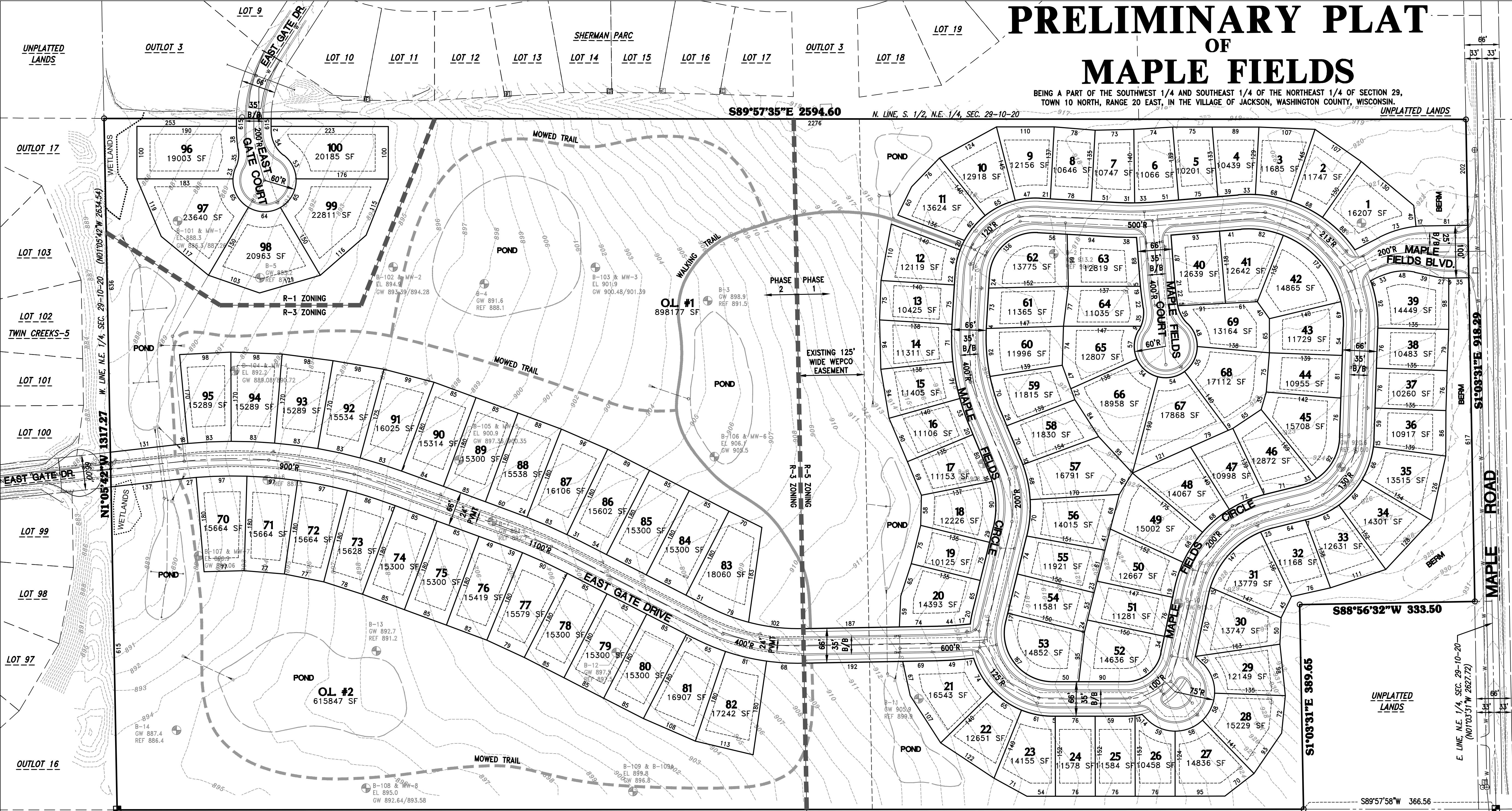
16-016-953-01

DESCRIPTION:

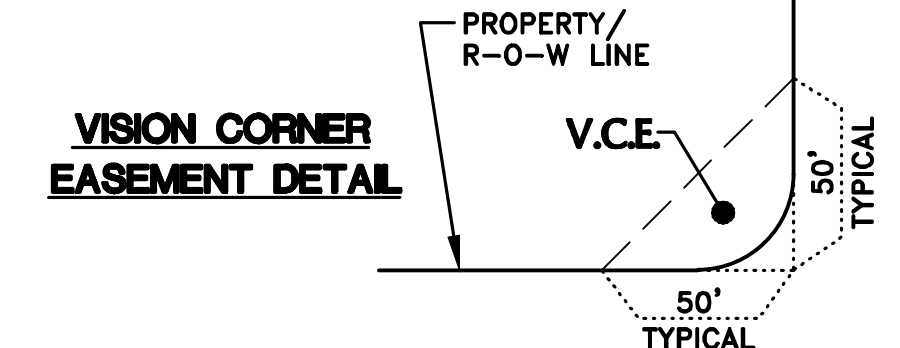
PRELIMINARY
PLAT

SHEET

1 OF 1



UNPLATTED LANDS
CENTER, SEC. 29-10-20
WIS. STATE PLANE COORD.
SYSTEM - SOUTH ZONE
CONG. MON. W/ BRASS CAP
N 478,997.75
E 2,491,876.65



VISION CORNER EASEMENT: (V.C.E.)

Corner lots as shown on this plat are subject to a Vision Corner Easement in that no structure or improvements of any kind is permitted within the Vision Corner. No vegetation (except trees) shall exceed a maximum height of 30 inches, as measured from the road edge to the top of the vegetation, in the location designated as the vision corner. Trees in the vision corner shall be trimmed to a height of 60 inches, as measured from the road edge to the bottom branches, to allow for a clear view of oncoming traffic.

LOTS 1-69
Proposed Zoning: R-5
Minimum Lot Area= 8,000 sf
(Typ. Lot Area= Min. 10,000 sf)
Minimum Lot Width at Setback Line = 70'
(Typ. Lot Width at Setback Line = 75')
Minimum Front Yard Setback = 25'
Minimum Side Yard Setback = 8'
Minimum Rear Yard Setback = 25'
Avg. Lot Size = 12,810 sf

LOTS 70-95
Proposed Zoning: R-3
Minimum Lot Area= 12,000 sf
(Typ. Lot Area= Min. 15,000 sf)
Minimum Lot Width at Setback Line = 80'
(Typ. Lot Width at Setback Line = 85')
Minimum Front Yard Setback = 30'
Minimum Side Yard Setback = 12'
Minimum Rear Yard Setback = 25'
Avg. Lot Size = 15,700 sf

LOTS 96-100
Proposed Zoning: R-1
Minimum Lot Area= 16,000 sf
(Typ. Lot Area= Min. 19,000 sf)
Minimum Lot Width at Setback Line = 100'
Minimum Front Yard Setback = 30'
Minimum Side Yard Setback = 15'
Minimum Rear Yard Setback = 25'
Avg. Lot Size = 21,320 sf

SITE DATA:
Total Site Area = 75.33 ac
Proposed Zoning = R-1, R-3, & R-5
Proposed Number of Lots = 100
- R-1 Lots = 5 lots
- R-3 Lots = 26 lots
- R-5 Lots = 69 lots
Net Density = 1.33 un/ac
Open Space = 34.76 ac (46.1%)
(OL 1 & OL 2)
Total Street Length = 5,417 lf (54.2 lf/lot)
- R-5 Road = 3,500 lf (50.7 lf/lot)
- R-3 Road = 1,767 lf (68.0 lf/lot)
- R-1 Road = 150 lf (30.0 lf/lot)

LEGEND

	INDICATES SOIL BORING LOCATION
	INDICATES PROPOSED FIRE HYDRANT
	INDICATES EXISTING WATERMAIN
	INDICATES PROPOSED WATERMAIN
	INDICATES EXISTING SANITARY SEWER
	INDICATES PROPOSED SANITARY SEWER
	INDICATES EXISTING STORM SEWER
	INDICATES PROPOSED STORM SEWER
	INDICATES EXISTING CONTOUR

DEVELOPMENT SUMMARY:

- Tax Key Nos. T7_0751 & T7_075200A
- Subdivision contains approximately 75.3278 Acres.
- Subdivision contains 100 Lots and 2 Outlots.
- All lots to be served by Sanitary Sewer and Watermain.
- Public Roads to have Asphalt Pavement. Sidewalks and Concrete Curb and Gutter are provided in areas as illustrated and/or noted on the plan.
- All lots to have Underground Telephone, Electric, and Gas Service.
- Zoning = R-1, R-3, & R-5
- Stormwater Management Facilities are located on Outlots 1 and 2 of this Subdivision.

HORIZONTAL DATUM PLANE:

All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the East line of the N.E. 1/4 of Section 29, Town 10 North, Range 20 East, Bears North 01°03'31" West.

VERTICAL DATUM PLANE:

All elevations are referenced to the National Geodetic Vertical Datum of 1929. Topographic Information shown hereon is from a field Topographic Survey performed by Trio Engineering, LLC.

WETLAND DELINEATION NOTE:

Wetland boundaries shown herein were delineated by Stattec Inc May 2018 and field surveyed by Trio Engineering, LLC in May 2018.

WETLAND RESTRICTIONS:

These areas identified as WETLAND on this Plat shall be subject to the following restrictions:

- Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division. The removal of any vegetative cover that is necessitated to provide access or service to an approved residence or accessory building, shall be permitted only when the access or service cannot be located outside of the Conservancy/Wetland/Floodplain/Primary Environmental Corridor and with approval from the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division.
- Grazing by domesticated animals, i.e., horses, cows, etc., is prohibited within the Conservancy/Wetland/Floodplain area and shall be discouraged to the greatest extent possible within the Primary Environmental Corridor area.
- The introduction of plant material not indigenous to the existing environment is prohibited.
- Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- The construction of buildings is prohibited.

AGENCIES HAVING THE AUTHORITY TO OBJECT:

- State of Wisconsin, Department of Administration
- Washington County Planning and Parks Commission

APPROVING AUTHORITY:

- Village of Jackson

SURVEYOR'S CERTIFICATE:

I hereby certify that this preliminary plat is a correct representative of all existing land divisions and features and that I have fully complied with the provisions of the subdivision and platting code of the Village of Jackson.

Date: 09-30-21

Revised: 11-04-21



Grady L. Gosser, P.L.S.

Surveyor Registration Number S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

GENERAL NOTES

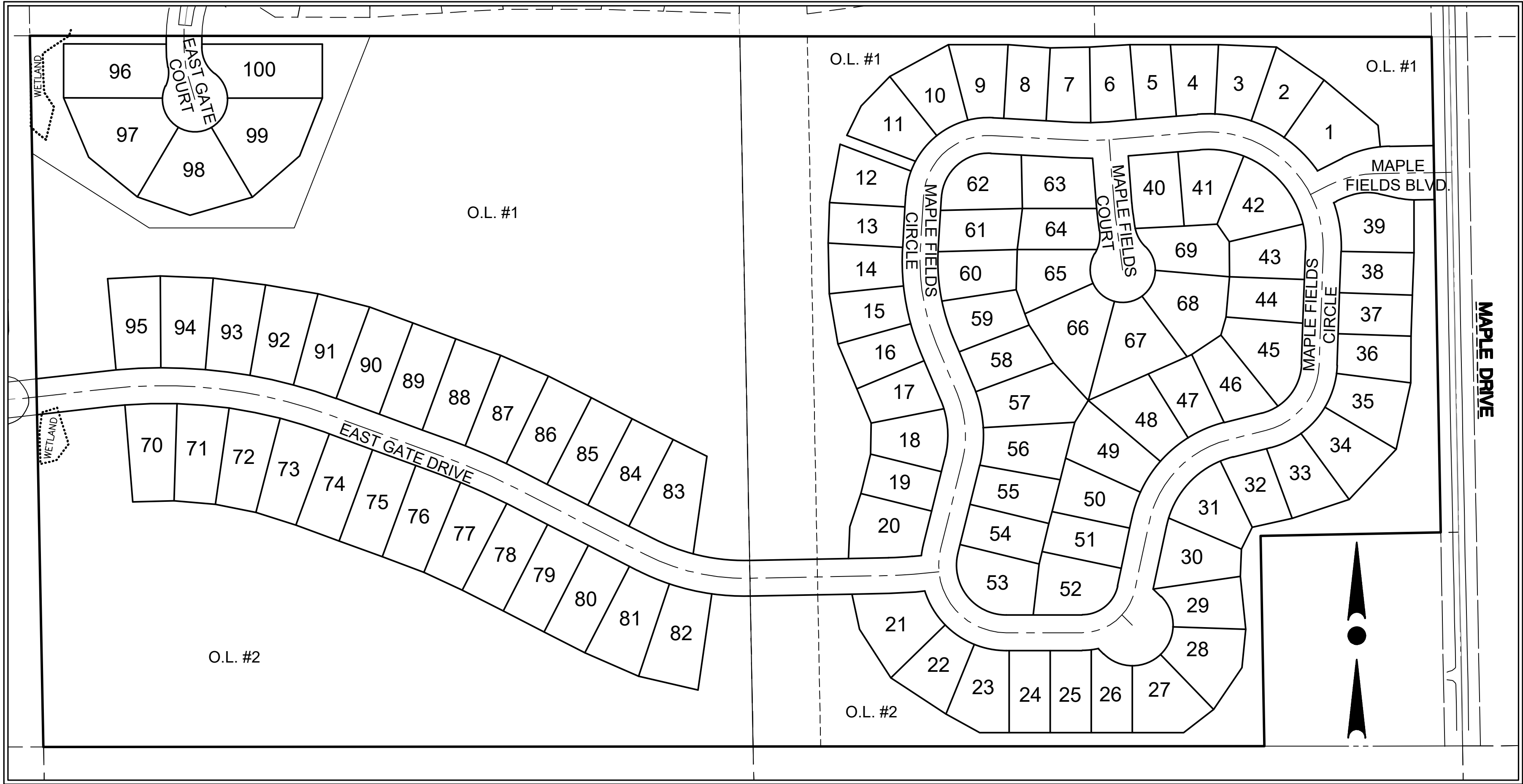
1. THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED.
-STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, 6TH EDITION (SSSWCW)
-THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION
-WDNR STORMWATER RUNOFF TECHNICAL STANDARDS.
-WISDOT PAL APPROVED EROSION CONTROL MEASURES LIST, LATEST EDITION.
-VILLAGE OF JACKSON STANDARDS & REQUIREMENTS FOR DEVELOPMENT, LATEST EDITION.
2. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO MINIMIZE EROSION, WATER POLLUTION AND SILTATION CAUSED BY CONSTRUCTION OF THIS PROJECT. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
3. EROSION CONTROL PLAN: PRIOR TO BEGINNING WORK, AN APPROVED EROSION CONTROL PLAN WILL BE PROVIDED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY IMPLEMENTING THE APPROVED PLAN.
4. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION, ELEVATION AND SIZE OF EXISTING UTILITIES, AND VERIFY FLOOR, CURB OR PAVEMENT ELEVATIONS WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH WORK.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION (CALL DIGGERS HOTLINE AT 800-242-8511). COST OF REPLACEMENT OR REPAIR OF EXISTING UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY
6. EXISTING UTILITY INFORMATION IS SHOWN FROM SURVEY WORK, FIELD OBSERVATIONS, AVAILABLE PUBLIC RECORDS, AND AS-BUILT DRAWINGS. EXACT LOCATIONS AND ELEVATIONS OF UTILITIES SHALL BE DETERMINED PRIOR TO INSTALLING NEW WORK. EXCAVATE TEST PITS AS REQUIRED.
7. PROPERTY CORNERS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
8. ENGINEER SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF PERFORMING ANY CONSTRUCTION.
9. ALL TRENCHING SHALL BE PERFORMED ACCORDING TO OSHA STANDARDS.
10. ALL ITEMS SHALL INCLUDE ALL THE NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.
11. THE CONTRACTOR SHALL CLEAN ALL ADJACENT STREETS OF ANY SEDIMENT OR DEBRIS AS REQUIRED BY MUNICIPAL ORDINANCE.
12. NOTIFY ENGINEER IF DRAIN TILE ARE ENCOUNTERED DURING SITE CONSTRUCTION. RECONNECT ANY BROKEN OR DAMAGED DRAIN TILE DURING CONSTRUCTION.

MAPLE FIELDS

SINGLE FAMILY SUBDIVISION

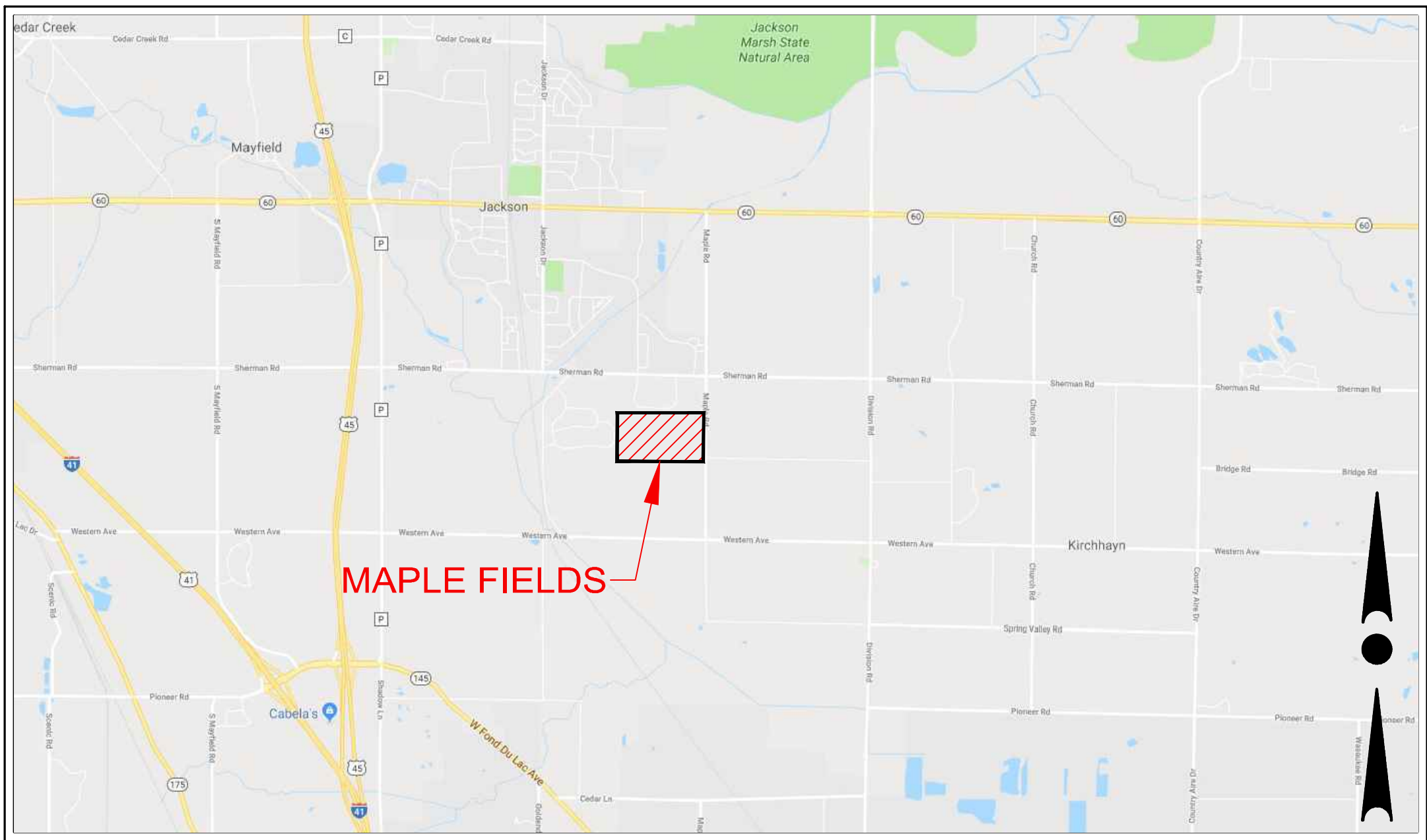
PRELIMINARY SITE DEVELOPMENT PLANS

VILLAGE OF JACKSON, WISCONSIN



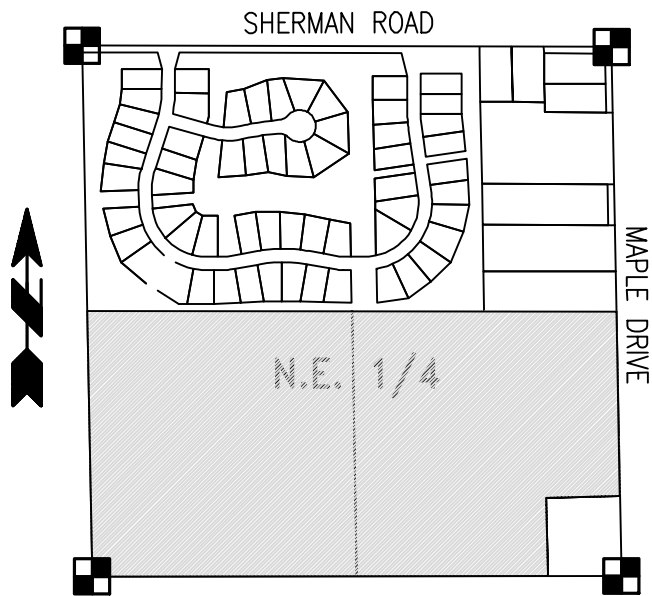
SITE PLAN

SCALE: 1" = 150'



LOCATION MAP

NOT TO SCALE



LOCALITY MAP:

N.E. 1/4, SEC. 29, T. 10 N., R. 20 E.
SCALE: 1"=2000'

DEVELOPER:

NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072
PHONE: (262) 542-9200
FAX: (262) 349-9324

ENGINEER / SURVEYOR:

TRIO ENGINEERING, LLC
4100 N. CALHOUN RD., SUITE 300
BROOKFIELD, WISCONSIN 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481

SHEET INDEX

CIVIL	
T1	- COVER SHEET
C1.0	- OVERALL SITE & GRADING PLAN
C1.1-C1.4	- GRADING & DRAINAGE PLANS
C2.0	- OVERALL UTILITY SYSTEM PLAN
C2.1-C2.4	- SITE UTILITIES PLANS
C3.0	- CONSTRUCTION DETAILS

NOTE:
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4100 N. CALHOUN RD
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: info@trioeng.com

PROJECT:
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SINGLE FAMILY RESIDENTIAL SUBDIVISION
VILLAGE OF JACKSON, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

DATE	DESCRIPTION
09/30/2021	PRELIM CIVIL PLANS
11/04/2021	VILLAGE SUBMITTAL

DATE:

NOVEMBER 04, 2021

JOB NUMBER:

16016

DESCRIPTION:

COVER SHEET

SHEET

T1

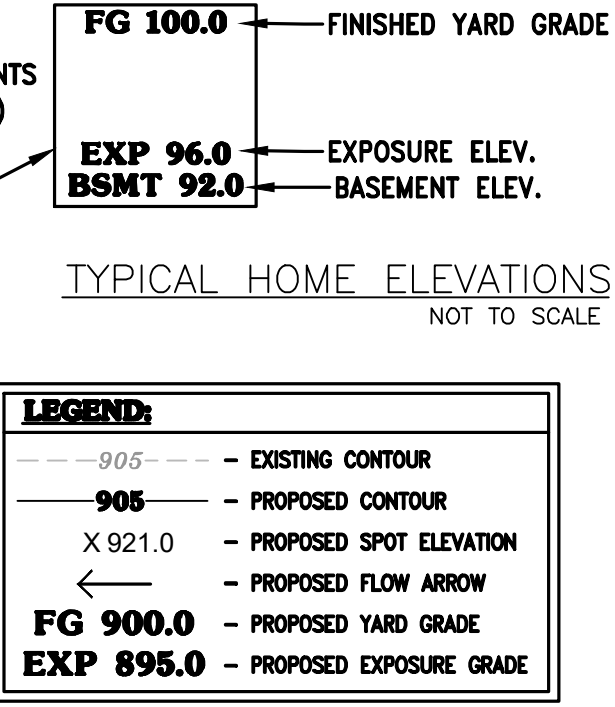


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CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
CALL DIGGERS HOTLINE 1-800-242-8511

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SITE DATA:
Total Site Area = 75.33 ac
Proposed Zoning = R-1, R-3, & R-5
Proposed Number of Lots = 100
- R-1 Lots = 5 lots
- R-3 Lots = 26 lots
- R-5 Lots = 69 lots
Net Density = 1.33 un/ac
Open Space = 34.76 ac (46.1%)
(OL 1 & OL 2)
Total Street Length = 5,417 lf (54.2 lf/lot)
- R-5 Road = 3,500 lf (50.7 lf/lot)
- R-3 Road = 1,767 lf (68.0 lf/lot)
- R-1 Road = 150 lf (30.0 lf/lot)

LOTS 1-69
Proposed Zoning: R-5
Minimum Lot Area= 8,000 sf
(Typ. Lot Area= Min. 10,000 sf)
Minimum Lot Width at Setback Line = 70'
(Typ. Lot Width at Setback Line = 75')
Minimum Front Yard Setback = 25'
Minimum Side Yard Setback = 8'
Minimum Rear Yard Setback = 25'
Avg. Lot Size = 12,810 sf

LOTS 70-95
Proposed Zoning: R-3
Minimum Lot Area= 12,000 sf
(Typ. Lot Area= Min. 15,000 sf)
Minimum Lot Width at Setback Line = 80'
(Typ. Lot Width at Setback Line = 85')
Minimum Front Yard Setback = 30'
Minimum Side Yard Setback = 12'
Minimum Rear Yard Setback = 25'
Avg. Lot Size = 15,700 sf

LOTS 96-100
Proposed Zoning: R-1
Minimum Lot Area= 16,000 sf
(Typ. Lot Area= Min. 19,000 sf)
Minimum Lot Width at Setback Line = 100'
Minimum Front Yard Setback = 30'
Minimum Side Yard Setback = 15'
Minimum Rear Yard Setback = 25'
Avg. Lot Size = 21,320 sf

STORM WATER MANAGEMENT PLAN SUMMARY
MAPLE FIELDS IS PLANNED AS A SUBDIVISION CONSISTING OF 100 SINGLE-FAMILY LOTS WITH R-1, R-3, & R-5 ZONING, LOCATED IN THE SOUTHEAST CORNER OF THE VILLAGE OF JACKSON, ADJACENT TO MAPLE ROAD AND CONNECTED TO THE TWIN CREEKS SUBDIVISION (TO THE WEST) AND SHERMAN PARC SUBDIVISION (TO THE NORTH). THE STORM WATER MANAGEMENT PLAN FOR THIS DEVELOPMENT WILL BE A COMPREHENSIVE ANALYSIS OF THE ENTIRE PLANNED DEVELOPMENT, ACCOUNTING FOR ALL PHASES OF THE SUBDIVISION TO ENSURE COHESIVE PHASED IMPLEMENTATION.

THE FOLLOWING DESIGN STANDARDS WILL BE UTILIZED TO DEVELOP THE FINAL STORM WATER MANAGEMENT PLAN FOR THE MAPLE FIELDS SUBDIVISION:

- VILLAGE OF JACKSON STORMWATER MANAGEMENT ORDINANCE - CHAPTER 35
- WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) TECHNICAL STANDARDS, NR 151 AND NR 216.
- SUMMARY OF DESIGN REQUIREMENTS:
 - PEAK DISCHARGE: BY DESIGN, BMPS SHALL BE EMPLOYED TO MAINTAIN OR REDUCE THE ONE-YEAR, 24-HOUR, FIVE-YEAR, 24-HOUR; AND THE 100-YEAR, 24-HOUR POST-CONSTRUCTION PEAK RUNOFF DISCHARGE RATES TO THE ONE-YEAR, 24-HOUR, TWO-YEAR, 24-HOUR; AND THE FIVE-YEAR, 24-HOUR PRE-DEVELOPMENT PEAK RUNOFF DISCHARGE RATES RESPECTIVELY, OR TO THE MAXIMUM EXTENT PRACTICABLE.
 - WATER QUALITY (TOTAL SUSPENDED SOLIDS): REDUCE, TO THE MAXIMUM EXTENT PRACTICABLE, THE TOTAL SUSPENDED SOLIDS LOAD BY 80%, BASED ON AN AVERAGE ANNUAL RAINFALL, AS COMPARED TO NO RUNOFF MANAGEMENT CONTROLS.
 - INFILTRATION: PER CHAPTER 35, LOW IMPERVIOUSNESS, FOR DEVELOPMENT UP TO 40 PERCENT CONNECTED IMPERVIOUSNESS, SUCH AS PARKS, CEMETERIES, AND LOW-DENSITY RESIDENTIAL DEVELOPMENT, INFILTRATE SUFFICIENT RUNOFF VOLUME SO THAT THE POST-DEVELOPMENT INFILTRATION VOLUME SHALL BE AT LEAST 90 PERCENT OF THE PRE-DEVELOPMENT INFILTRATION VOLUME, BASED ON AN AVERAGE ANNUAL RAINFALL. HOWEVER, WHEN DESIGNING APPROPRIATE INFILTRATION SYSTEMS TO MEET THIS REQUIREMENT, NO MORE THAN ONE PERCENT OF THE POST-CONSTRUCTION SITE IS REQUIRED AS AN EFFECTIVE INFILTRATION AREA.

WISCONSIN

JOSHUA D. PUDELKO
E-39420
WAUWATOSA, WI

PROFESSIONAL ENGINEER

DESIGN & LAND SURVEYING

TRIO

CIVIL ENGINEERING

4100 N. CALHOUN RD
BROOKFIELD, WI 53005
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FAX: (262) 790-1481
EMAIL: info@trioeng.com

PROJECT:

MAPLE FIELDS

SINGLE FAMILY RESIDENTIAL SUBDIVISION

VILLAGE OF JACKSON, WISCONSIN

BY: NEUMANN DEVELOPMENTS, INC.

N27W24025 PAUL COURT, SUITE 100

PEWAUKEE, WI 53072

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DESCRIPTION:

OVERALL SITE & GRADING PLAN

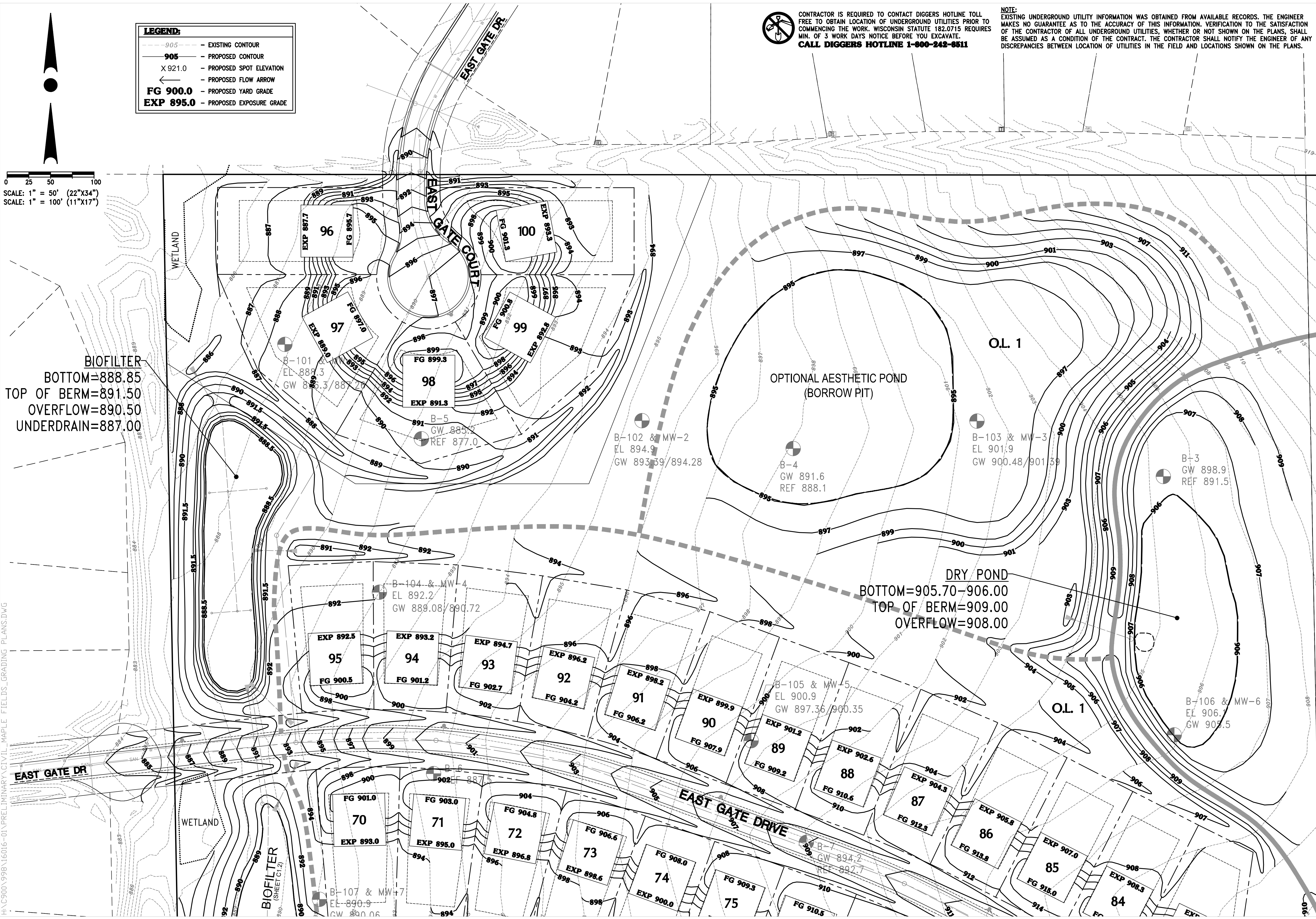
SHEET

C1.0

LEGEND:

- 905 - EXISTING CONTOUR
- 905 - PROPOSED CONTOUR
- X 921.0 - PROPOSED SPOT ELEVATION
- ← - PROPOSED FLOW ARROW
- FG 900.0 - PROPOSED YARD GRADE
- EXP 895.0 - PROPOSED EXPOSURE GRADE

0 25 50 100
SCALE: 1" = 50' (22"x34")
SCALE: 1" = 100' (11"x17")



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CALL DIGGERS HOTLINE 1-800-242-8511

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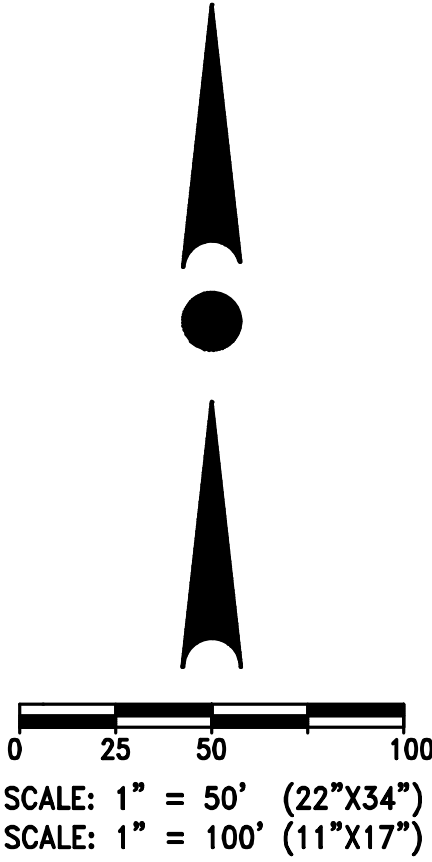
DESCRIPTION:
GRADING &
DRAINAGE PLAN

SHEET
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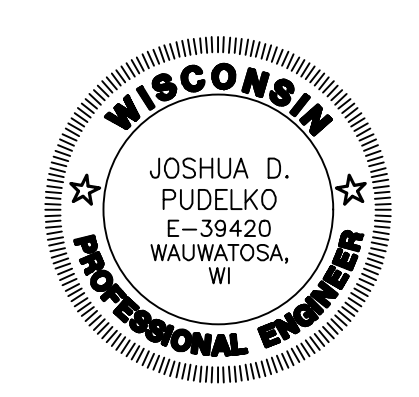


LEGEND:	
	EXISTING CONTOUR
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GRADING &
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WET POND
BOTTOM=907.20
TOP OF BERM=916.20
OVERFLOW=915.20
N.W.L.=912.20

RAIN GARDEN
BOTTOM=919.50
TOP OF BERM=920.50
OVERFLOW=920.0

LEGEND:	
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905	PROPOSED CONTOUR
X 921.0	PROPOSED SPOT ELEVATION
←	PROPOSED FLOW ARROW
FG 900.0	PROPOSED YARD GRADE
EXP 895.0	PROPOSED EXPOSURE GRADE

0 25 50 100
SCALE: 1" = 50' (22"X34")
SCALE: 1" = 100' (11"X17")



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SHEET

C1.3

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WISCONSIN

JOSHUA D. PUDELKO

E-39420

WAUKESHA, WI

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DESCRIPTION:
GRADING &
DRAINAGE PLAN

SHEET

C1.4

MAPLE DRIVE

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NOTE:
ALL MATERIALS SHALL BE APPROVED BY THE VILLAGE OF JACKSON PUBLIC WORKS DEPARTMENT PRIOR TO INSTALLATION.

MANHOLE AND VALVE NOTE

- ALL MANHOLES AND VALVES TO BE SET TO BINDER GRADE. MANHOLES TO BE SET TO FINAL GRADE WITH CAST IRON ADJUSTING RINGS AND VALVE BOXES SHALL BE ADJUSTED TO FINAL GRADE AT TIME OF SURFACE COURSE PAVING.

BACKFILL NOTES

- TRENCH BACKFILL**
- SPOIL BACKFILL MAY BE USED FOR UTILITY TRENCHES CONTINGENT ON TESTING AND APPROVAL BY THE VILLAGE OF JACKSON. ALL SPOIL BACKFILL TO BE USED MUST MEET THE STATE OF WISCONSIN SPECIFICATIONS FOR UTILITY BACKFILL.

SANITARY SEWER NOTES

SANITARY SEWER

- ALL 8" PVC SEWER PIPE SHALL MEET THE REQUIREMENTS SET FORTH IN SECTION 8.10.0 (SSSWC).
- ALL SANITARY MANHOLES SHALL BE 48" DIA. WITH A MEEHAW R-1661 FRAME AND SELF-SEALING LID (NON LOCKING TYPE) WITH NO VENT HOLES AND MEET THE REQUIREMENTS SET FORTH IN SSSWC.
- SDR-35 PVC PIPE SHALL BE USED FOR SANITARY SEWERS LESS THAN 18 FEET DEEP.
- ALL SANITARY SEWER LATERALS FOR SINGLE FAMILY LOTS SHALL BE 6" DIA. SDR-35 PVC & MADE OF GASKETED PVC FITTINGS MEETING ASTM D-3034.
- SANITARY CASTINGS SHALL BE SEALED WITH AN EXTERNAL BOOT AS SHOWN IN THE DETAILS.

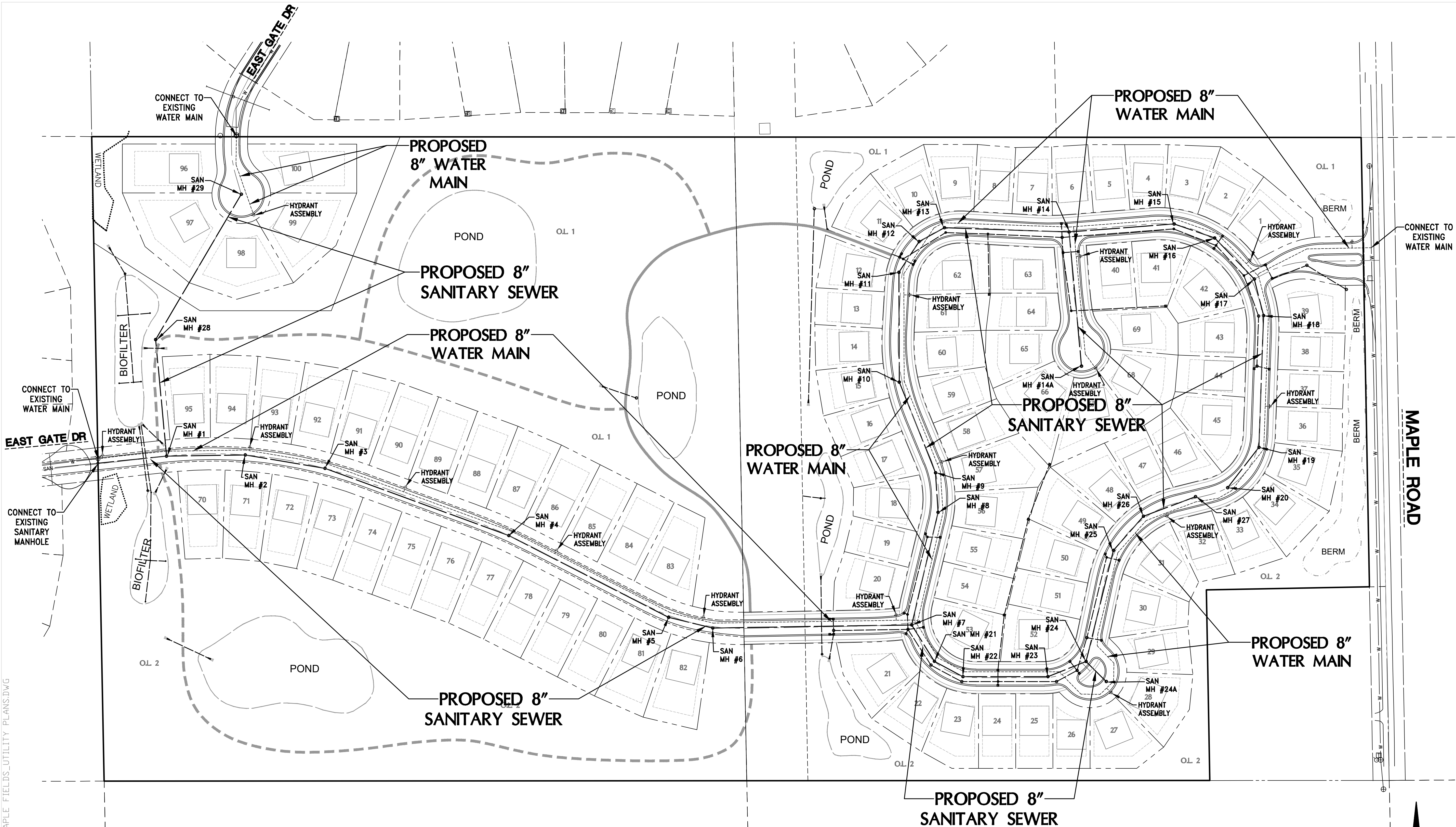
TRACER WIRE NOTE

- CONTRACTOR SHALL INSTALL PLASTIC COATED TRACER WIRE (10 TO 14 GAUGE SOLID COPPER, OR COPPER COATED STEEL WIRE) PER COMM 82.30(1)(H). PLASTIC WIRE MAY BE TAPED TO PLASTIC DRAIN PIPE. IF ATTACHED, THE TRACER SHALL BE SECURED EVERY 6 TO 20 FEET AND AT ALL BENDS. TRACER WIRE SHALL HAVE ACCESS POINTS AT LEAST EVERY 300 FEET.

LEGEND:

- 905 - EXISTING CONTOUR
- SAN - EXISTING SANITARY SEWER
- W - EXISTING WATER MAIN
- ST - EXISTING STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY MANHOLE
- PROPOSED WATER MAIN
- PROPOSED HYDRANT
- PROPOSED WATER VALVE
- PROPOSED STORM SEWER
- PROPOSED STORM MANHOLE
- PROPOSED STORM INLET
- PROPOSED STORM END SECTION

0 50 100 200
SCALE: 1" = 100' (22"x34")
SCALE: 1" = 200' (11"x17")



4100 N. CALHOUN RD
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: info@trioeng.com

PROJECT:
MAPLE FIELDS
SINGLE FAMILY RESIDENTIAL SUBDIVISION
VILLAGE OF JACKSON, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

DATE	DESCRIPTION
09/30/2021	PRELIM CIVIL PLANS
11/04/2021	VILLAGE SUBMITTAL

DATE:

NOVEMBER 04, 2021

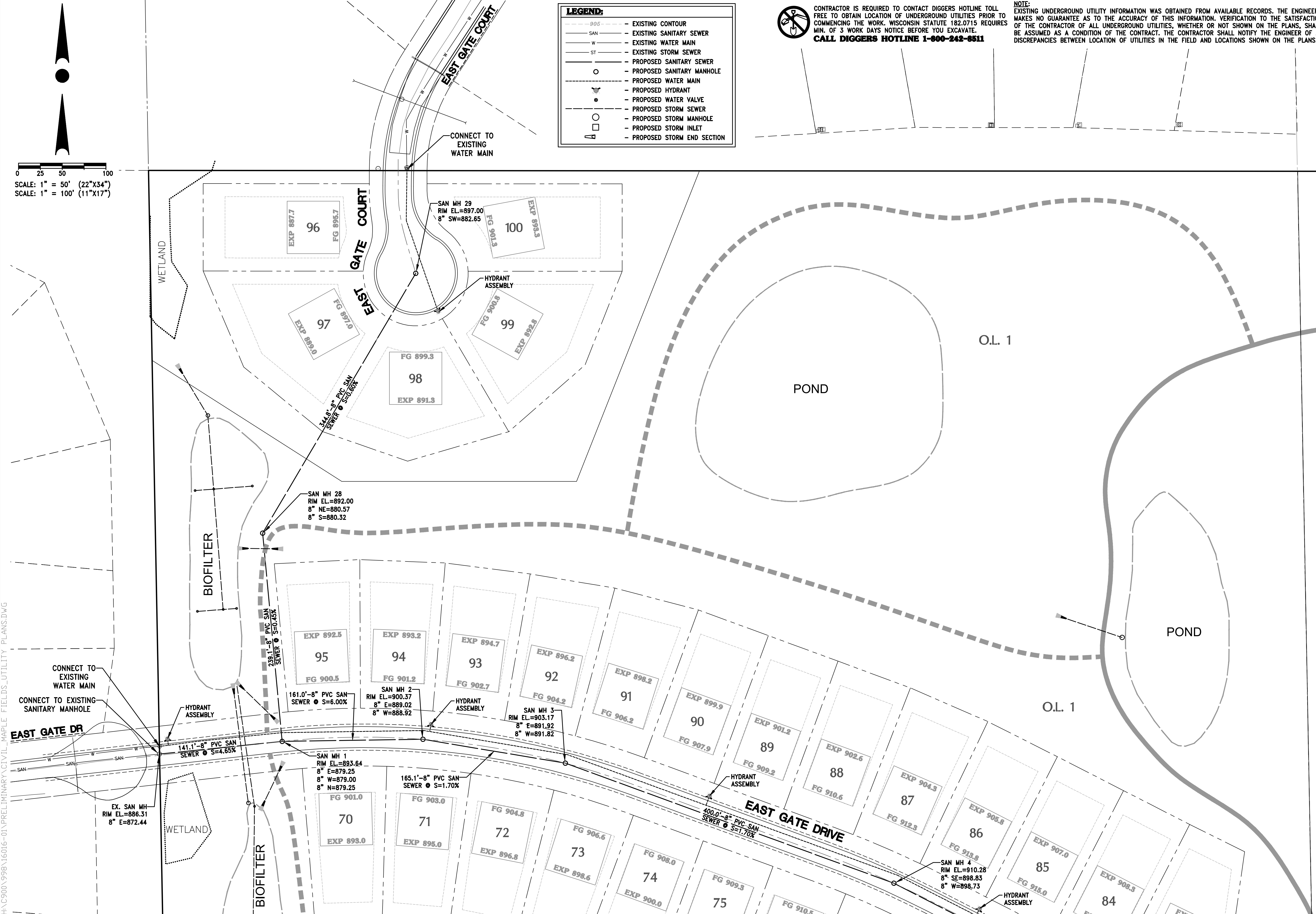
JOB NUMBER:

16016

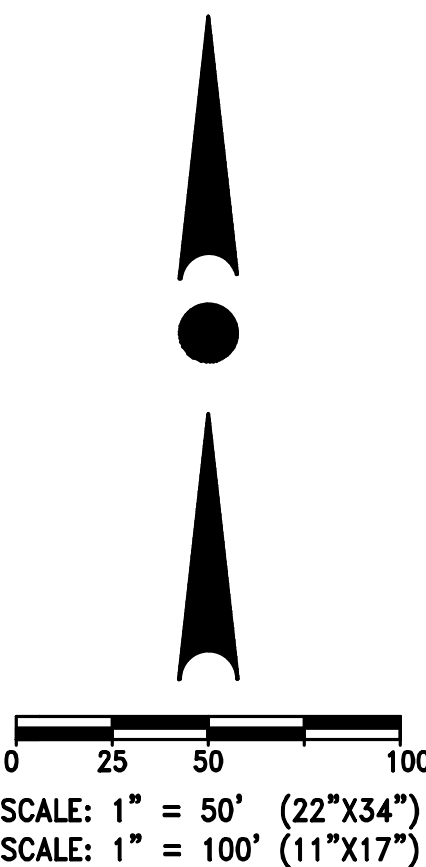
DESCRIPTION:
OVERALL
SANITARY SEWER
& WATER MAIN
SYSTEM PLAN

SHEET

C2.0



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SCALE: 1" = 50' (22"x34")
SCALE: 1" = 100' (11"x17")

WISCONSIN

JOSHUA D. PUDELKO

E-39420

WAUWATOSA, WI

PROFESSIONAL ENGINEER

DESIGN • LAND SURVEYING

TRIO

CIVIL ENGINEERING

4100 N. CALHOUN RD

BROOKFIELD, WI 53005

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FAX: (262) 790-1481

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MAPLE FIELDS
SINGLE FAMILY RESIDENTIAL SUBDIVISION
VILLAGE OF JACKSON, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

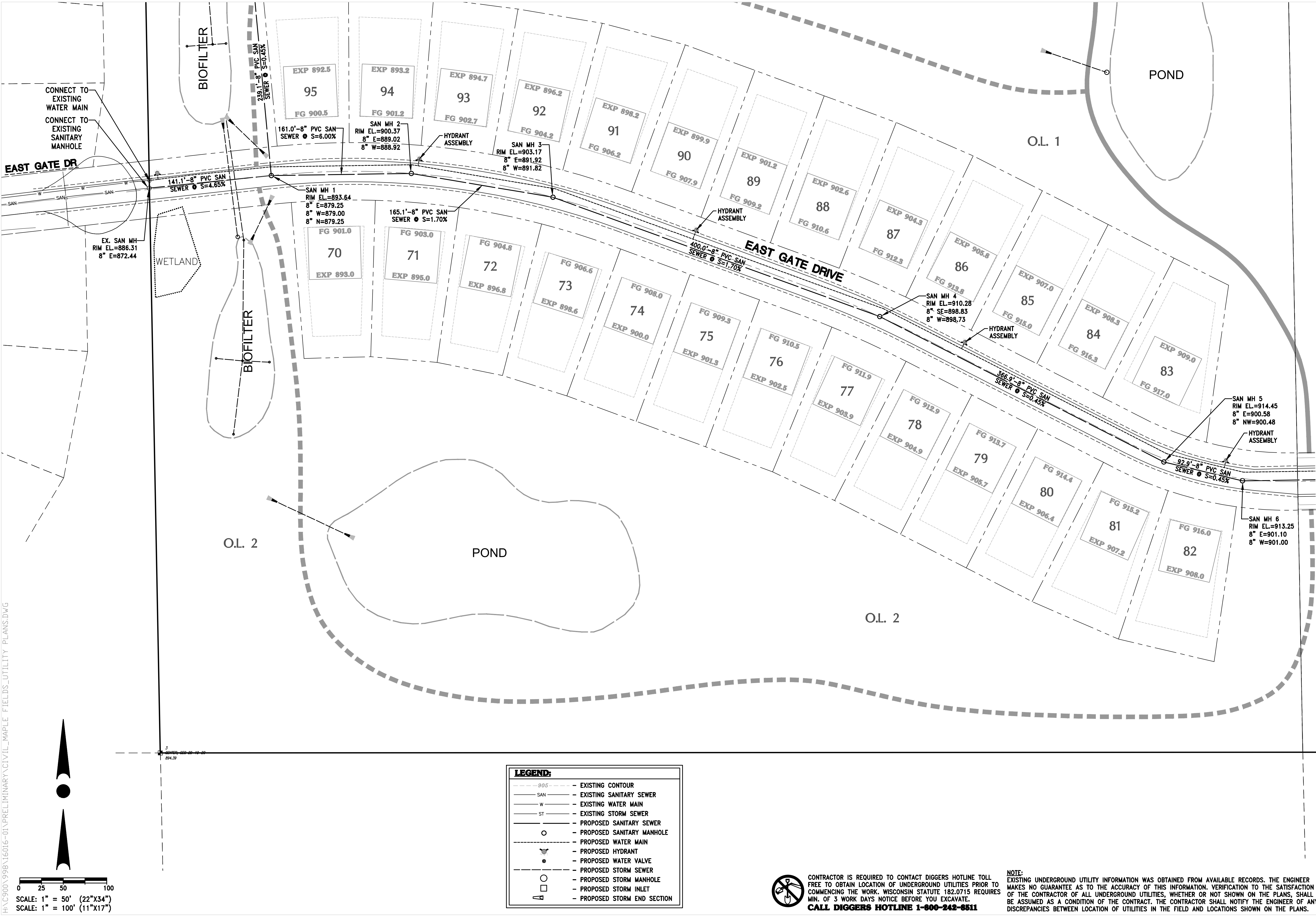
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DATE	DESCRIPTION
09/30/2021	PRELIM CIVIL PLANS
11/04/2021	VILLAGE SUBMITTAL

DATE:
NOVEMBER 04, 2021

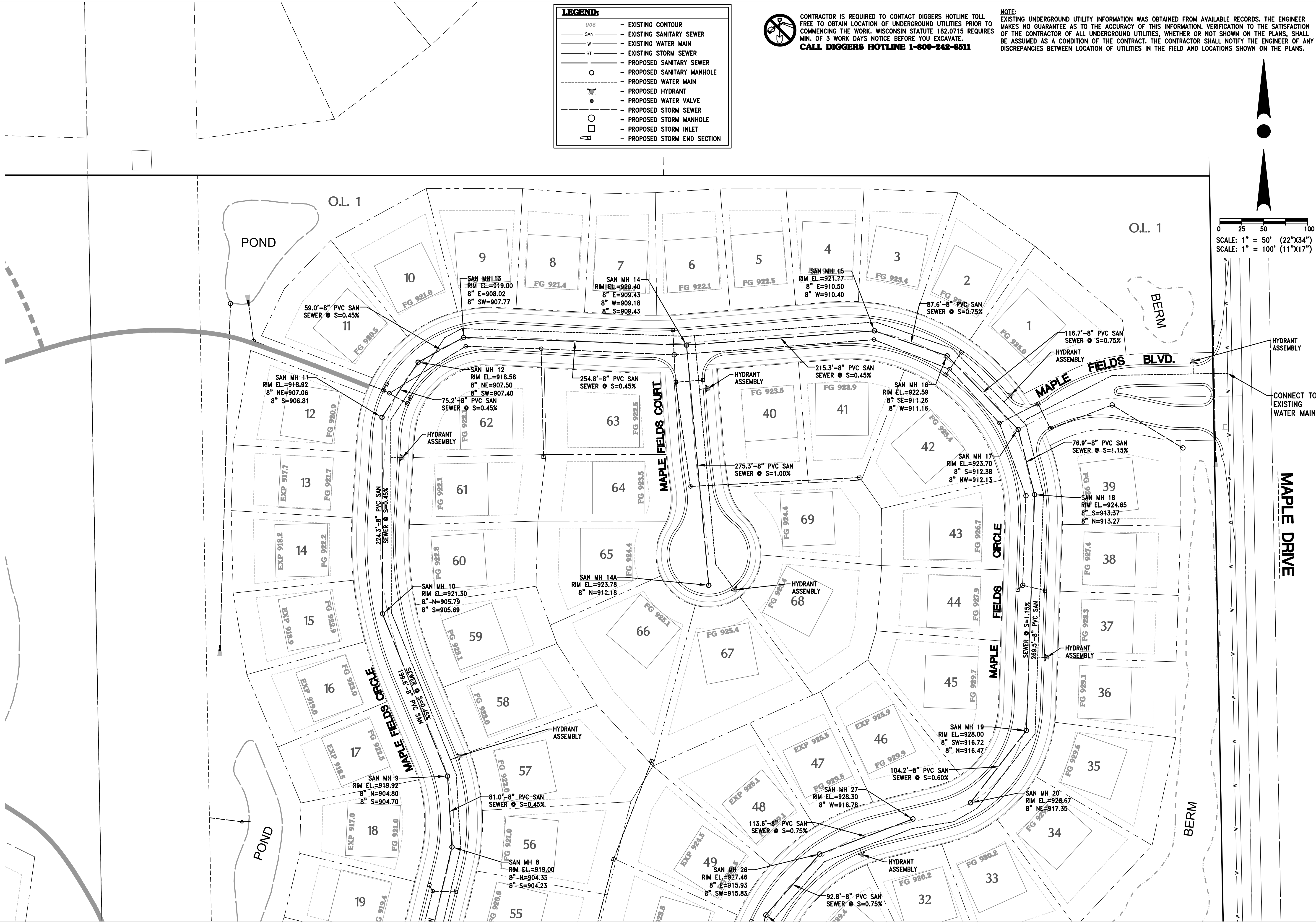
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16016

DESCRIPTION:
UTILITY PLAN: NORTHWEST

SHEET
C2.01



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PROJECT:

MAPLE FIELDS

SINGLE FAMILY RESIDENTIAL SUBDIVISION

VILLAGE OF JACKSON, WISCONSIN

BY: NEUMANN DEVELOPMENTS, INC.

N27W24025 PAUL COURT, SUITE 100

PEWAUKEE, WI 53072

REVISION HISTORY	
DATE	DESCRIPTION
09/30/2021	PRELIM CIVIL PLANS
11/04/2021	VILLAGE SUBMITTAL

DATE:

NOVEMBER 04, 2021

JOB NUMBER:

16016

DESCRIPTION:

UTILITY PLAN:
NORTHEAST

SHEET

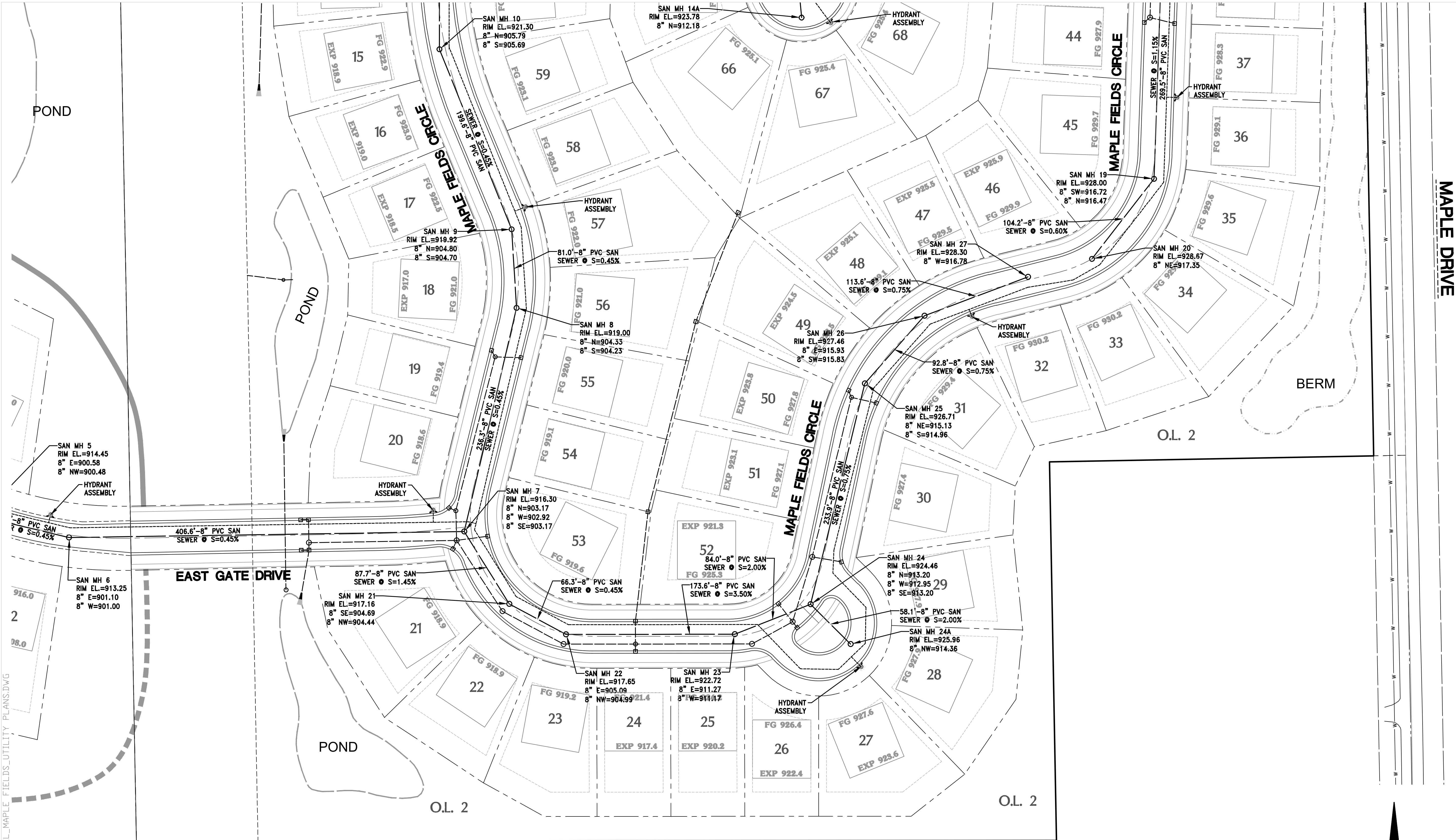
C2.03

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CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
CALL DIGGERS HOTLINE 1-800-242-8511

NOTE:
EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.



LEGEND:	
---	EXISTING CONTOUR
SAN	EXISTING SANITARY SEWER
W	EXISTING WATER MAIN
ST	EXISTING STORM SEWER
---	PROPOSED SANITARY SEWER
○	PROPOSED SANITARY MANHOLE
---	PROPOSED WATER MAIN
●	PROPOSED HYDRANT
●	PROPOSED WATER VALVE
---	PROPOSED STORM SEWER
○	PROPOSED STORM MANHOLE
---	PROPOSED STORM INLET
---	PROPOSED STORM END SECTION

0 25 50 100
SCALE: 1" = 50' (22"x34")
SCALE: 1" = 100' (11"x17")

WISCONSIN

JOSHUA D. PUDELKO

E-39420

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CIVIL ENGINEERING

4100 N. CALHOUN RD

BROOKFIELD, WI 53005

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FAX: (262) 790-1481

EMAIL: info@trioeng.com

PROJECT:
MAPLE FIELDS
SINGLE FAMILY RESIDENTIAL SUBDIVISION
VILLAGE OF JACKSON, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

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DATE	DESCRIPTION
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11/04/2021	VILLAGE SUBMITTAL

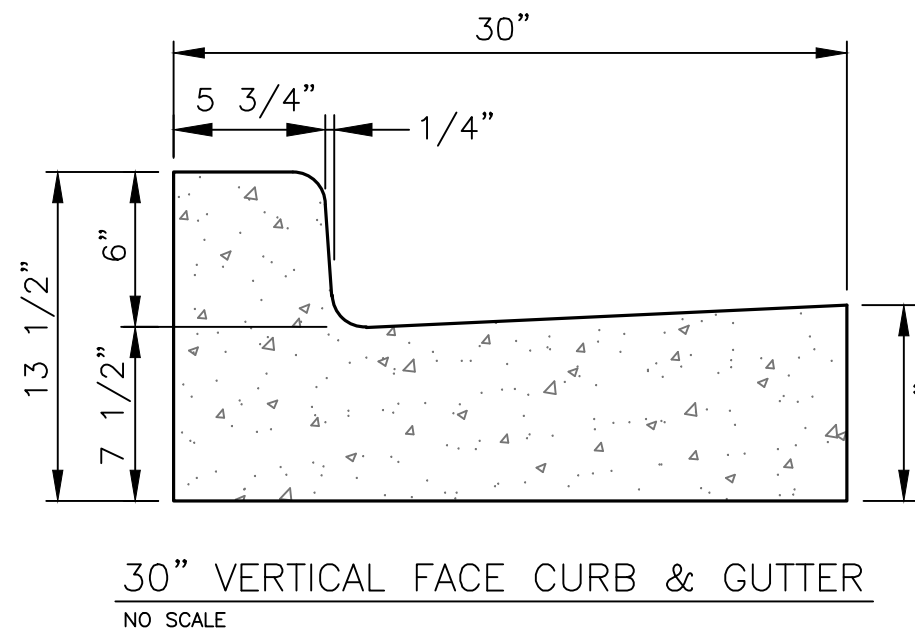
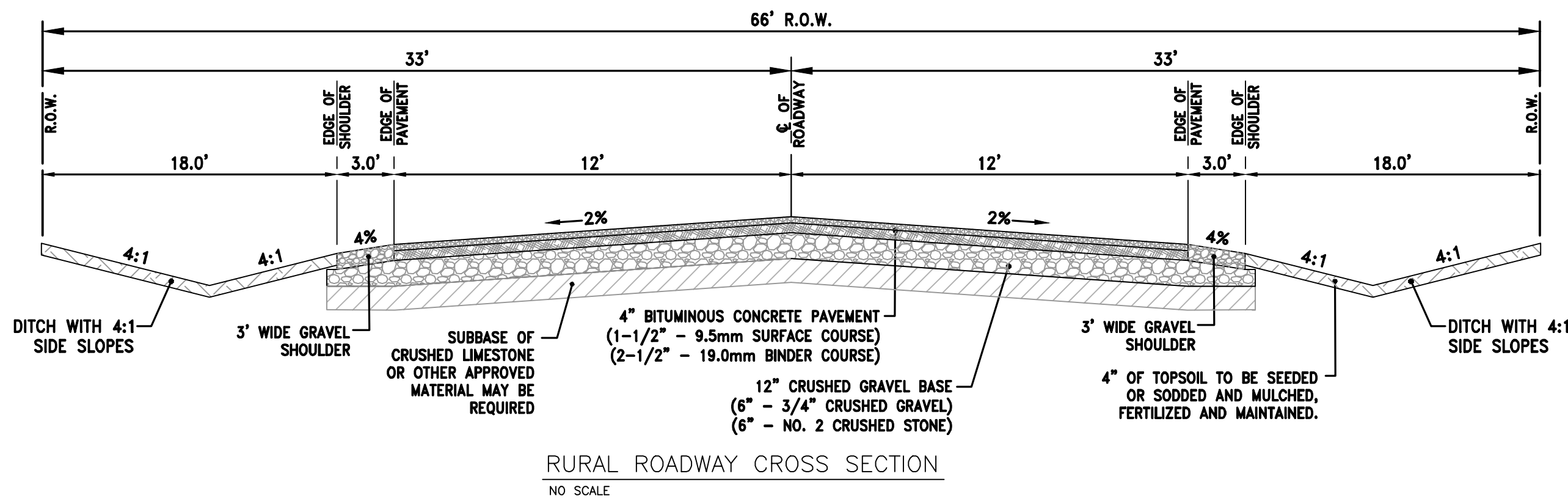
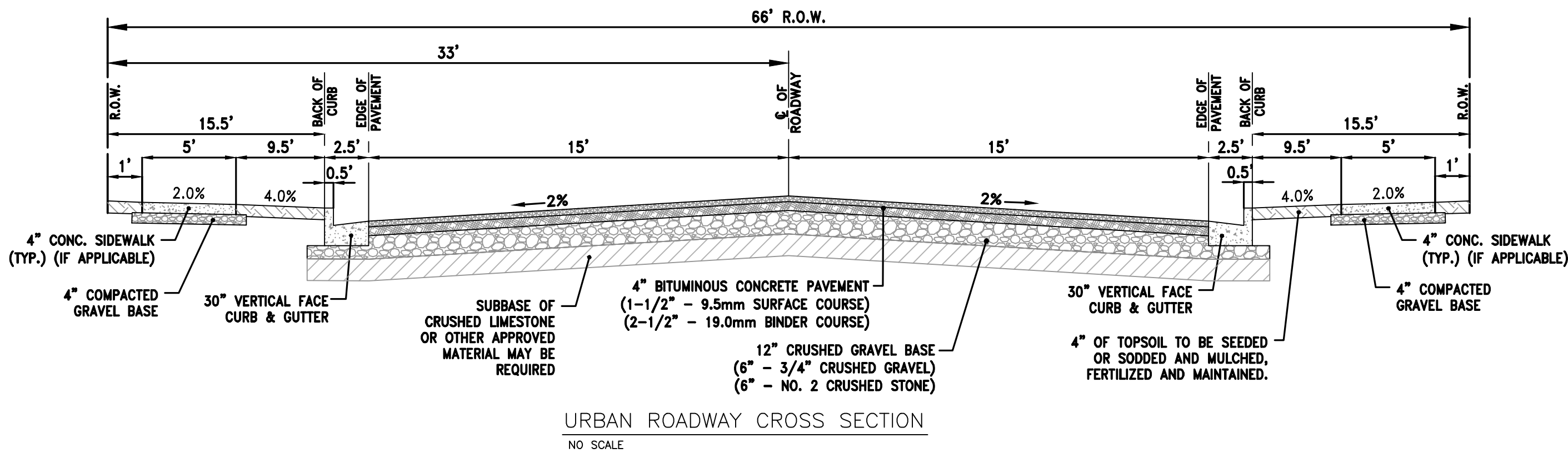
DATE:
NOVEMBER 04, 2021

JOB NUMBER:
16016

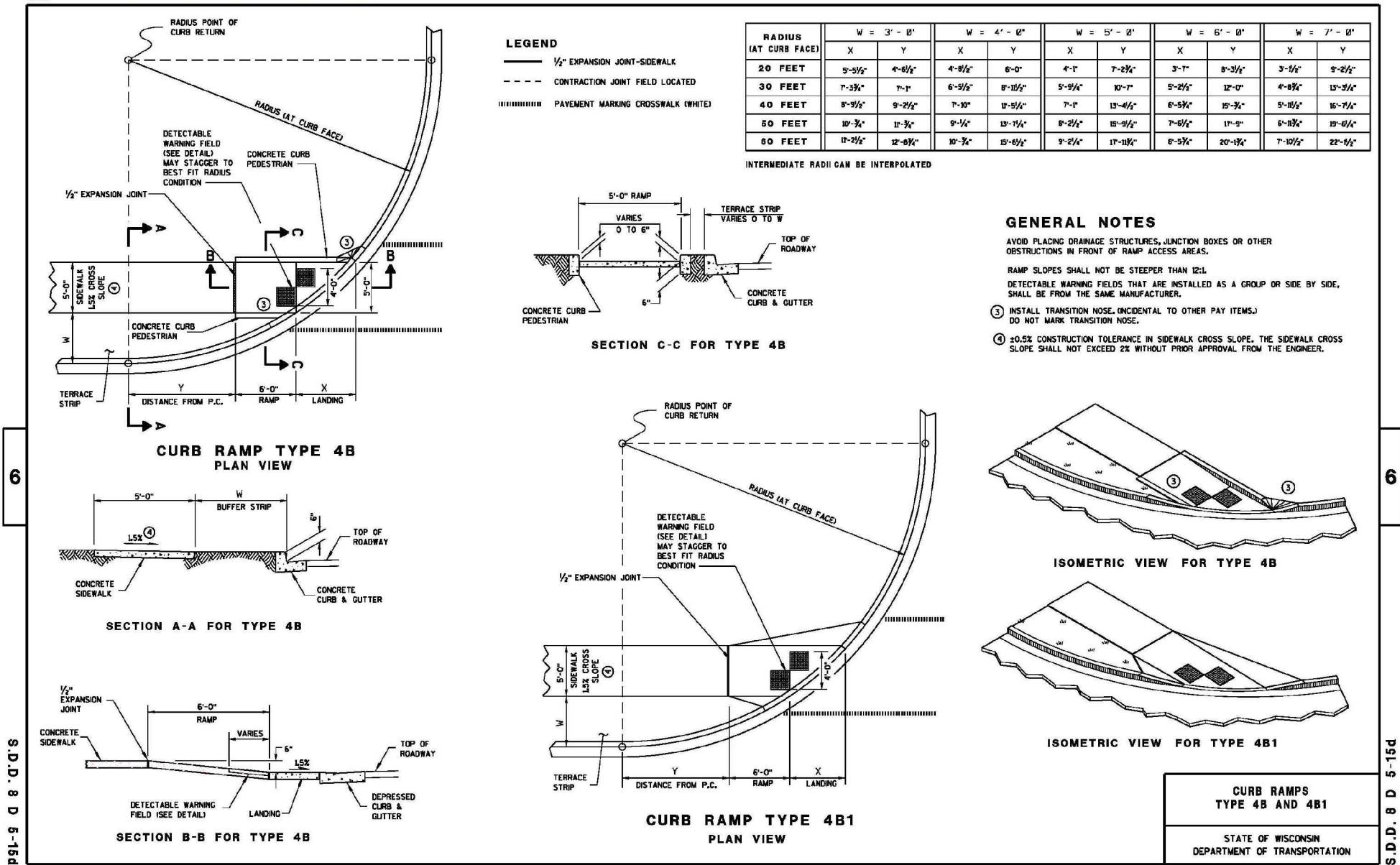
DESCRIPTION:
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SOUTHEAST

SHEET
C2.04

H:\C900\998\16016-01\PRELIMINARY\CIVIL_MAPLE_FIELDS_COVER & DETAILS.DWG



8D5 sheet d: Curb Ramps Type 4B



WISCONSIN

JOSHUA D. PUDELKO
E-39420
WAUWATOSA, WI

PROFESSIONAL ENGINEER

DESIGN • LAND SURVEYING

TRIO

CIVIL ENGINEERING

4100 N. CALHOUN RD
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: info@trioeng.com

PROJECT:
MAPLE FIELDS
SINGLE FAMILY RESIDENTIAL SUBDIVISION
VILLAGE OF JACKSON, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY	
DATE	DESCRIPTION
09/30/2021	PRELIM CIVIL PLANS
11/04/2021	VILLAGE SUBMITTAL

DATE:
NOVEMBER 04, 2021

JOB NUMBER:
16016

DESCRIPTION:
CONSTRUCTION
DETAILS

SHEET

C3.0

**DECLARATION OF
PROTECTIVE COVENANTS
OF MAPLE FIELDS**

THIS DECLARATION OF PROTECTIVE COVENANTS OF MAPLE FIELDS (the “**Declaration**”) is made and entered this _____ day of _____, 2022, by MAPLE FIELDS, LLC, a Wisconsin limited liability company (“**Declarant**”).

RECITALS

WHEREAS, Declarant owns the real estate located in the Village of Jackson, Washington County, Wisconsin, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”).

WHEREAS, upon approval and recording of the plat for the Subdivision (as hereinafter defined), the initial phase of the Subdivision will be a platted subdivision consisting of **fifty (50) single family lots and two (2) out-lots**, as more particularly described on Exhibit A and as depicted on Exhibit B, as they are attached hereto and incorporated herein.

WHEREAS, when fully expanded, the Declarant anticipates that the lots created now or in the future in the Subdivision will be grouped in physical proximity and organized around different sets of building styles, with each such group known as a “Community”. The Declarant anticipates that the Subdivision will eventually consist of up to two (2) communities, to be known as The Villas at Maple Fields (“**The Villas**”) and The Estates at Maple Fields (“**The Estates**”). By this Declaration, the Declarant desires to impose restrictions on two (2) communities in Phase I, which includes portions of The Villas and The Estates, and to provide for the future inclusion of additional portions of The Villas and The Estates.

WHEREAS, at the time of this Declaration, the Declarant desires to subject Phase I of the Subdivision, to the covenants, conditions, restrictions, reservations, and easements hereinafter set forth, for the benefit of the Subdivision as a whole, and for the benefit of each Lot Owner (as hereinafter defined).

DECLARATION

NOW, THEREFORE, Declarant, as fee owner of the Property, hereby declares that Phase I of the Subdivision and all portions thereof shall be used, held, leased, transferred, sold, and conveyed subject to the covenants, conditions, restrictions, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot (as hereinafter defined) as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

Name and Return Address:

Maple Fields, LLC
c/o Neumann Developments
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072
ATTN: Bryan Lindgren

Tax Key No(s). See Exhibit A

The general purpose of this Declaration is to: (1) promote the harmonious development of the Subdivision into a high quality residential community while protecting the natural beauty and quality of the environment; (2) help ensure that the Subdivision will become and remain an attractive community; (3) guard against the erection of poorly designed or poorly proportioned structures; (4) require harmonious use of building materials; (5) promote the highest and best residential development of the Subdivision; (6) require the erection of attractive homes in appropriate locations on building sites; (7) be in compliance with Municipal (as hereinafter defined) codes and ordinances; and (8) provide for the expansion of the Subdivision consistent with this Declaration.

ARTICLE 1. DEFINITIONS

Capitalized terms not otherwise defined in this Declaration shall have the assigned definitions:

1.1 “**Association**” shall mean Maple Fields Homeowners Association, Inc., the members of which shall be all Owners (as hereinafter defined) of Lots (as hereinafter defined) in the Subdivision.

1.2 “**ACC**” shall mean the Architectural Control Board as established by the Declarant.

1.3 “**Amenity Area**” shall mean that area as more particularly described in Section 7.5. The area shall be a Common Area and any improvements which may be constructed in the Amenity Area shall be Common Improvements.

1.4 “**Association Insurance**” shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.5 “**Board**” or “**Board of Directors**” shall mean the governing body of the Association, elected according to the Bylaws.

1.6 “**Building**” shall mean any freestanding structure located in the Subdivision. A “**dwelling**” or a “**home**” is a Building intended for occupancy in accordance with Section 6.1.

1.7 “**Bylaws**” shall mean the Bylaws of the Association as adopted by the Board.

1.8 “**Common Areas**” shall mean the easements, Outlots [other than the Expansion Area], Amenity Area, Trail System, and those areas identified on that certain Plat of Subdivision as recorded in the Register’s Office as Common Areas. Each Owner shall have an equal undivided interest in the Common Areas, and all deeds and other conveyances of any Lot shall be deemed to include such interest in the Common Areas, whether or not so specifically stated in any such deed or other conveyance.

1.9 “**Common Improvements**” shall mean all personal property, fixtures, structures, improvements, signs, Storm Water Facilities, landscaping, utilities, Mailbox CBUs, Buildings or other improvements made by the Developer or the Association in the Common Areas, cul-de-sac islands and medians.

1.10 “**Community**” shall mean a series of Lots designated in this Declaration or an amendment as being grouped together for purposes of administration of this Declaration.

1.11 “**County**” shall mean the County of Washington, Wisconsin.

1.12 “**Declarant**” shall mean Maple Fields, LLC and its successors and assigns pursuant to Section 15.7 of this Declaration.

1.13 “**Declaration**” shall mean this Declaration as the same may be amended from time to time.

1.14 “**Developer**” shall mean Maple Fields, LLC.

1.15 “**Director**” shall mean a member of the Board.

1.16 “**Documents**” shall mean the Articles of Incorporation of the Association, the Bylaws, the Rules, and this Declaration, as they may be amended from time to time.

1.17 “**Easement**” shall mean an area on a Lot or in the Subdivision to which has been granted the right of use to an Owner, the Association or a third party for a limited purpose and shall be identified as shown on the Plat. An Owner shall not build, plant or create any obstruction on, over, under or through an Easement, except as consistent with the express, written grant of said Easement rights.

1.18 “**Expansion Area**” shall mean the remainder of **Outlot 2** as more particularly described on Exhibit A and as depicted on the Plat attached hereto as Exhibit B, plus any immediately adjacent lands.

1.19 “**Lot**” shall mean a platted lot intended for construction of a home as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat. The term “Lot” will also include any platted lot intended for construction of a home as shown on any amendment to the Plat or additional plat of any Outlot, which lots are included in any amendment expanding the jurisdiction of this Declaration under Section 11.2.

1.20 “**Mortgage**” shall mean a recorded first lien mortgage against a Lot or the vendor’s interest under a recorded first lien land contract relating to a Lot.

1.21 “**Mortgagee**” shall mean the holder of a Mortgage.

1.22 “**Municipality**” or “**Municipal**” shall mean the Village of Jackson, Wisconsin.

1.23 “**Natural Materials**” shall mean any building material that is naturally forming or generally composed of natural materials. Examples shall include, but not be limited to wood, cement board, LP SmartSide Siding, brick, stone, plaster or other as determined by the ACC. Materials specifically excluded in this definition include, but are not limited to, vinyl, aluminum, fabricated wood panel wall sheathing or other materials as determined by the ACC.

1.24 “**Occupant**” shall mean the Owner and any other person residing in a Building.

1.25 “**Owner**” shall mean each fee simple owner or land contract vendee of a Lot. The Declarant is an Owner with respect to Lots to which it holds title.

1.26 “**Outlot**” or “**Outlots**” shall mean an outlot as shown on the Plat, and any subsequent plats. The reference to an Outlot by a number shall mean that particular Outlot as shown on such Plat.

1.27 “**Pet**” shall mean a domestic cat, a domestic dog, service animal and emotional support animal, a single caged bird or common small tank fish.

1.28 “**Plat**”, “**Plat of Subdivision**”, or “**Final Plat**” shall mean the Plat of Maple Fields, as recorded with the Register’s Office on _____, 2021 as Document No. _____ and attached hereto as Exhibit B.

1.29 “**Register’s Office**” shall mean the office of the Register of Deeds for Washington County, Wisconsin.

1.30 “**Rules**” shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.31 “**Storm Water Facilities**” shall mean the storm water basins installed in **Outlots 1 and 2** together with the easements as shown on the Final Plat.

1.32 “**Storm Water Management Agreement**” shall mean that certain Storm Water Management Practice Maintenance Agreement executed by Declarant and recorded with the Register’s Office.

1.33 “**Storm Water Permit**” shall mean the permit as issued by the Municipality, as shall be assigned to the Association, for the maintenance and upkeep of the Storm Water Facilities.

1.34 “**Subdivision**” shall mean all of the Lots and Outlots, as more particularly described on Exhibit A and as depicted on the Plat attached hereto as Exhibit B.

1.35 “**The Estates**” shall mean the Community designated as The Estates at Maple Fields. In Phase I, Lots **31 through 36** comprise The Estates.

1.36 “**The Villas**” shall mean the Community designated as The Villas at Maple Fields. In Phase I, Lots **1 through 30 and 37 through 50** comprise The Villas.

1.37 “**Trail System**” shall mean the paved trail system and related amenities as may be located on and over certain Outlots as depicted on the Plat and further described in the Trail System Easement Agreement.

1.38 “**Trail System**” shall mean the paved and unpaved trail system and related amenities as may be located on and over certain Outlots as depicted on the Plat and further described in the Trail System Easement Agreement.

1.39 “*Trail System Easement Agreement*” shall mean that certain Perpetual and Permanent Trail System Access Agreement by and between Declarant and the Municipality and recorded with the Register’s Office.

ARTICLE 2. ARCHITECTURAL CONTROL

2.1 Architectural Controls; Restrictions on Development.

2.1.1 Architectural Control Committee. So long as Declarant has title to any Lot subject to this Declaration, including the Expansion Area, the ACC shall consist of three (3) members appointed in writing by Declarant. The Declarant appointed members are not required to be Lot Owners in the Subdivision. All members of the ACC shall serve at the pleasure of the Declarant. The Declarant shall surrender the selection of the members of the ACC upon the earlier of: (a) thirty (30) days from Declarant’s conveyance of the final Lot, including any Lots which may be platted within the Expansion Area as provided in this Declaration, to an Owner who has been granted an occupancy permit and intends to reside on the Lot; (b) ten (10) years from the date of this Declaration; or (c) Declarant’s election to waive its rights to control the ACC. Upon Declarant’s surrender of the ACC as provided above, the members of the ACC shall be elected by the Board, provided, however, that if selected by the Board, a representative of Declarant may serve on the ACC. Notwithstanding the election of the new members of the ACC, the approval of Drawings for the initial construction of a home on a Lot shall not be effective without the express prior consent of the Declarant; approval of Drawings for other matters will not require Declarant’s approval. For the avoidance of doubt, for purposes of this Section a “bulk” or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

2.1.2 No Development Without Prior Approval. Not less than ten (10) days prior to each time any of the following is proposed to occur:

- (a) commencement of construction of any Building or other improvements or alteration on any Lot; or
- (b) the reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto; or
- (c) the demolition of any Building or other improvements on any portion or portions of such property; or
- (d) the initial painting, or subsequent decoration or alteration of the exterior of any Building or other improvement on such property; or
- (e) the installation of items such as, but not limited to, solar panels, wind-driven energy devices, awnings, enclosure, hot tub, deck, swimming pool, mailboxes, fences, berms or other features on any such property;

the Owner(s) of such property shall submit to the ACC for consideration as described below three (3) copies of written information, which shall include a survey of such property prepared by a

licensed surveyor or the equivalent, as approved by the ACC for the particular submission, (“**Drawings**”) showing:

- (1) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such property,
- (2) detailed plans and specifications for construction or reconstruction, including building material, type and color, and plans to screen the demolition, construction or reconstruction from view,
- (3) the proposed landscaping, including any fences or walls, and
- (4) the proposed location and specifications for utilities servicing such improvements.

The Drawings shall be submitted in 11x17 format and reflect the proposals in (1) through (4) above, which are appropriate to be shown on the survey. Any of the actions described in clauses (a) through (e) above may be taken (subject to Section 2.1.3 below) on or after the date on which the ACC approves or does not object or is deemed to have done so as provided in Section 2.1.3 below, unless such time periods are waived by the ACC in its sole discretion where the ACC believes that such earlier commencement is consistent with the purposes of this Declaration. No action described in paragraphs (a) through (e) above shall take place without the approval by the ACC of the Drawings for such action, except if the action is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

The Municipality may also require permits prior to proceeding with the development activities for the items listed above.

2.1.3 Standards and Procedural Matters of Consideration. The ACC shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review have been paid. In considering any Drawings, the ACC shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint color), landscaping, the placement and protection of trees and such other matters proposed in such Drawings comply with the terms of this Declaration and the Municipality’s ordinances and otherwise are, in the ACC’s sole opinion, in keeping with and do not detract from the harmony of the external design of, or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). Approval must be express and in writing. The failure of the ACC to approve, object to, or acquiesce conditionally as provided above within thirty (30) business days after submittal of the complete Drawings and payment of any review fees shall be deemed to be the ACC’s acceptance of the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits

the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings and requirements. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional six (6) months if it reasonably determines that delay has been primarily caused by factors outside of the control of the Owner; and provided further that the initial driveway need not be completed until the time period specified.

2.1.4 Prior Approval for Changes. If after the completion of the improvements to an affected Lot, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected Lot, the Owner shall comply with the provisions of Section 2.1.2 above. A proposed alteration will be deemed substantial if it affects the grade of the affected Lot or the location or exterior appearance of the approved improvements.

2.1.5 Procedures and Budget. The ACC may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Board. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may, but need not, require the payment of a review fee in connection with the submittal of any Drawings pursuant to a written policy. The ACC may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to the applicant. The members of the ACC shall not draw any compensation for serving thereon, but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

2.1.6 Separate Municipal Approval. Matters which require approval of the ACC may also require the approval of the Municipality. Obtaining approval from the ACC and from the Municipality is the sole responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Municipality, and approval by the Municipality shall not be deemed approval by the ACC. ACC interpretations of Municipal ordinances are not binding on the Municipality.

2.1.7 Uniformity Standards. Certain standards of architectural control are set forth below. The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard.

2.1.8 Indemnification. Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified, defended, and held harmless by the Association from and against any and all claims, actions, suits, proceedings (including criminal proceedings), losses, costs, damages and expenses, including, without limitation, reasonable attorneys' fees and costs, asserted against, incurred by, imposed in connection with, related to, or resulting from service as a member of the ACC, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member.

In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

2.2 Antennas. No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 36" in diameter shall be erected or installed on or in any roof or any other portion of a Building, on any Lot, or on the unimproved portions of such properties, except as erected or installed by Declarant, the Association, or any individual Owner with written approval of the ACC, and, in each case, in compliance with Municipal ordinances.

2.3 Minimum / Maximum Home Size Requirements. Only one single-family home not to exceed two stories in height may be constructed on each Lot. The following types of homes on Lots shall have the following minimum sizes:

HOME TYPE:	MINIMUM SIZE:
<u>The Villas:</u>	
One story	1,500 square feet
More than one story	1,750 square feet
<u>The Estates:</u>	
One story	1,800 square feet
More than one story	2,100 square feet

For purposes hereof, "more than one story" includes homes referred to as one and a half story, two-story, split level or bi-level. The type of home and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch or patio areas in the computation.

2.4 Garages / Driveway.

2.4.1 The Villas. Each residence within The Villas shall have a garage for not less than two cars attached to the residence containing a minimum of 440 square feet. All garage doors facing the street shall be decorative garage doors with either glass inserts or have

architectural design such as carriage style or similar. Driveways shall be paved with asphalt or concrete within twelve (12) months of obtaining an occupancy permit for the home.

2.4.2 The Estates. Each home within The Estates shall have a garage for not less than two cars attached to the home containing a minimum of 440 square feet. All garage doors facing the street shall be decorative garage doors with either glass inserts or have architectural design such as carriage style or similar. Driveways shall be paved with asphalt or concrete within twelve (12) months of obtaining an occupancy permit for the home.

2.4.3 Driveways. All drives shall be asphalt or concrete or some other hard surface as approved by the ACC and shall be installed no later than twelve (12) months from occupancy. No permanent gravel drive will be permitted.

2.5 Certain Exterior Features. With respect to the construction of a Building on a Lot or other improvement to a Lot:

2.5.1 Exterior Façade:

(a) The Villas. All residences in The Villas shall be sided with cedar, cement board siding, stone, brick or stucco, or vinyl. Fascia and soffit may be aluminum. Window and door wraps shall be at least four inch (4") nominal in width and used on all locations except on windows with shutters. All corners shall be six inch (6") trim boards. Stone or masonry may be used, but is not required. Side elevations of homes shall require a minimum of two (2) architectural elements for each ranch elevation and four (4) architectural elements for each two-story elevation. Architectural elements shall include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation.

(b) The Estates. All residences in The Estates shall be sided with cedar, cement board siding, stone, brick or stucco; vinyl will not be allowed. Fascia and soffit may be aluminum. The front elevation must have a minimum of twenty-five percent (25%) stone, brick, or other architecturally appealing details at the discretion of the ACC. The stone or brick must terminate at an inside corner whenever possible. If that is not possible, it may terminate at a corner board that is at least (six inch) 6" in width. Side elevations of homes shall require a minimum of three (3) architectural elements for each ranch elevation and five (5) architectural elements for each two-story elevation. Architectural elements shall include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation.

(c) ACC Discretion. The ACC shall be acting reasonably if it disapproves the Drawings, or any portion thereof, for a home because such home would be similar in appearance to other homes in close proximity, as determined by the ACC.

2.5.2 Roof.

(a) The Villas. A residence within The Villas shall have a roof made of dimensional shingles, or better, with a minimum pitch ratio of 6:12 or such other pitch as is specifically approved by the ACC. "3-tab" shingles shall not be allowed.

(b) The Estates. A home within The Estates shall have a roof made of dimensional shingles, or better, with a minimum pitch ratio of 6:12 or such other pitch as is specifically approved by the ACC. “3-tab” shingles shall not be allowed.

2.5.3 Fences. All fences are subject to review and approval by the ACC and are subject to applicable Municipal ordinances, governmental easements and building codes. Fences shall not exceed forty-eight inches (48”) in height, shall be constructed of ornamental/decorative metal (wrought iron or aluminum) and be black in color. Stone or masonry columns may be used at corners and in lieu of posts. Chain-link, natural wood, stockade fences, white vinyl fencing and other fencing materials are not allowed. Fences shall be installed no closer than twenty-four inches (24”) from any property line unless the Lot Owners mutually agree, in writing, to install a single fence along the property line. In such case, written correspondence from both Lot Owners should be submitted to the Association to document the agreement. Fences shall not be located on a public easement area, drainage area, right of way, or the Common Areas.

2.5.4 Grading. No soil shall be removed from any Lot nor may excess soil stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved Drawings. Even if so approved, the final grades (sometimes called a “finish grade” or “master grade”) of a Lot must conform to grading plans approved by the Municipality. The ACC shall be acting reasonably if it requires that, on Lots with significant grades as determined by the ACC, portions of basement walls be exposed to allow for a more natural transition between homes. Any such exposed basement or foundation walls shall be covered with suitable material consistent with the overall architecture of the home.

2.5.5 Pools. Only in-ground pools may be installed on a Lot (above-ground pools are not allowed) and only with approval of the ACC, which approval shall not be construed as a review of conformance to the Municipal or other regulatory bodies’ requirements. Pools shall be completely enclosed by a wall or fence of a minimum of four foot (4’) elevation, with a self-closing or self-latching gate or door (at the top of such gate or door) with at least four feet (4’) clearance between the fence and the pool. Owner is responsible to ensure conformance to applicable Municipal and State of Wisconsin codes and ordinances to insure conformance to size, setbacks and any other requirements.

2.5.6 Cluster Box Units & Lamppost:

(a) Cluster Box Units (“CBU”). The United States Postal Service requires the use of Cluster Box Units (“CBUs”), within the subdivision. At each lot closing, Buyer will pay a \$450.00 fee to cover the costs of installation of the CBUs for the subdivision. The Association shall be responsible for all costs associated with the CBUs, including contracting and payment for the materials and installation. The Association will be responsible for coordinating maintenance and repairs of the CBUs along with initial distribution of the mailbox keys to the initial lot owners. The Association will be responsible for providing a clear path free of snow or debris to the CBUs for the mail delivery carrier and residents. Upon the initial request from an Owner, the Association shall turn over all of the mailbox keys for that respective unit to the initial Owner in exchange for a signed agreement from the Owner. In the event keys are damaged, lost or not transferred to subsequent Owners; the current Owner shall have sole responsibility for coordinating obtaining keys to their box in the CBU and payment of all costs incurred.

(b) Lamppost. The term “**lamppost**” shall mean the post and lantern combination including lamps and other devices. Lampposts in this neighborhood are optional as determined by the Owner. If installed, the lamppost shall consist of a black post that is 96 inches in height with a tapered base and a black post mounted lantern above with a minimum lantern width/diameter of 12 inches and shall be operational before occupancy. If installed, the lamppost must be located in the front yard, generally ten feet (10’) from the edge of the driveway and no more than fifteen feet (15’) from the front of the house or sidewalk, on the front door side of the driveway. Each lamppost shall be fitted with a photocell that automatically energizes the lamps at dusk and de-energized the lamps at dawn. Owner shall maintain the lamppost in operational condition and shall not tamper with such lantern controls. The ACC shall re-select the lamppost if the selected item is determined to no longer be available.

(c) Installation; Maintenance. Each Owner shall maintain its mailbox (if required) and lamppost (if installed) in good condition and working order. If an Owner does not install or maintain the mailbox or lamppost, the Association may install, repair, replace, or maintain the same as deemed necessary by the Association and charge Owner for such amount plus a fee for services rendered as determined by Association. Without limiting the authority of the Association, the costs of enforcing the covenants in this subsection may be assessed to an offending Owner or other method as set forth in Article 4. The HOA shall maintain the CBUs and retain a master keys for each unit.

(d) Installation by Declarant. If Declarant, in its discretion, installs any mailbox or mailbox post, or performs or pays for any other matter required herein on behalf of any Owner, it shall not be deemed a waiver of any of the requirements herein as to any other Lot or Owner and shall not obligate Declarant to perform the same action on any other Lot, for any other Owner, or on any subsequent occasion.

2.5.7 Utilities. All utilities servicing the Lot shall be installed underground.

2.5.8 Alternative Energy. No solar collectors, wind turbines, or other exterior energy producing devices shall be erected or installed unless approved by the ACC.

2.5.9 Dog Kennels. Dog kennels shall not be allowed on any Lot even where one would otherwise be permitted by Municipal ordinance or code.

2.5.10 Play Equipment. If an Owner chooses to install a play set of any size, whether temporary or permanent, said playground equipment must be approved in advance by the ACC and conform to Municipal codes and ordinances. Play equipment shall be located a minimum of ten feet (10’) away from any property lines.

2.5.11 Outbuildings. Storage sheds or outbuildings of any size, temporary or permanent, shall not be permitted under any circumstance.

2.6 Grading and Landscaping.

2.6.1 Master Grading Plan. Declarant has established a master surface drainage plan consistent with the master grading plan on file with the Municipality (the “**Master Grading**

Plan”) designating the manner in which each Lot shall drain in relation to all other Lots. Compliance of all grading and construction work to the Master Grading Plan is important to the effective drainage of all Lots and affects the value of all Lots. Within sixty (60) days after substantial completion of a dwelling on any Lot, the Owner shall grade the Lot to conform to the Master Grading Plan. Each Owner will take such action as is reasonably necessary to maintain the grading and landscaping of the Owner’s Lot in accordance with the Master Grading Plan, and shall refrain from taking actions which would cause the grading or landscaping to not conform to the Master Grading Plan without Municipal and ACC approval. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance, correction of any drainage condition, and the Owner shall be responsible for the cost thereof. Despite Declarant’s efforts to prepare a Master Grading Plan which will achieve the effective and efficient drainage of storm water from and within the Subdivision, Declarant does not warrant or represent that the Master Grading Plan will achieve any particular effect. Building envelopes are shown on the Plat. Any deviations to the Master Grading Plan shall require review and approval by the Municipal Engineer prior to the issuance of the building permit.

2.6.2 Landscaping.

(a) The Villas. Owners must plant and maintain a minimum of one (1) - 2” caliper single-stem ornamental tree located in the front yard, and a minimum of eight (8) foundation plantings and mulched/stone bed along the front foundation wall.

(b) The Estates. Owners must plant and maintain a minimum of one (1) - 2” caliper single-stem ornamental tree located in the front yard, a minimum of two (2) - 2 ½” caliper, single-stem deciduous trees (both in the front yard and one must be planted on the opposite side of the driveway), and a minimum of twelve (12) foundation plantings and mulched/stone bed along the front foundation wall.

(c) Vegetative Cover. Each individual Lot Owner shall be responsible for installing and maintaining vegetative cover (a lawn or landscaping) on all exposed soil on their Lot to prevent erosion of the soil into unwanted locations. This vegetative cover must be installed within sixty (60) days of obtaining occupancy of the home or, in the case of winter occupancy as outlined in item (e) below. Note that other materials are allowable around the foundation and paved surfaces including, but not limited to gravel, mulch, brick or any other material that will reduce erosion and permanently stabilize the disturbed areas of soil. If the Owner of any Lot, after reasonable written notice from the Association, fails or refuses to install vegetative cover as described herein, or maintain it as required above, the Association, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with Municipal codes or ordinances, or the Wisconsin State Statutes. This restriction for vegetative cover does not apply during the winter months when growing conditions will not allow the establishment of vegetation cover. In such an event the Owner shall be required to establish vegetative cover within sixty (60) days of proper growing conditions. The growing season for this area is anticipated to be from mid-April to mid-October.

2.6.3 Irrigation. Irrigation systems for lawns and planting beds, if installed, shall utilize irrigation controllers and components that conform to the Environmental Protection Agency's "WaterSense" criteria. If such criteria are no longer available, the ACC may substitute a different standard. Controllers shall be equipped with a precision soil sensor and rain sensor, as minimum components. Controllers and equipment shall be installed, programmed and maintained according to manufacturer's recommendations. If the model of controller specified above is, in the opinion of the ACC, no longer readily available or available at reasonable cost, the ACC may choose a different controller from time to time as the standard. The ACC may also permit use of other products from other manufacturers, with similar features, as "or equal" products.

2.6.4 Easements. Plantings in the public and private easements may not be permitted by terms of the easement and should be avoided. Plantings within easements will be at-risk for removal by the Municipality and may be subject to damage or removal for maintenance and/or repair operations.

2.7 Municipal Codes and Ordinances. All items in this Article 2 shall be subject to Municipal codes and ordinances, as may be modified from time to time.

ARTICLE 3. ASSOCIATION OF OWNERS

3.1 Administration. Declarant shall establish the Association, which shall be incorporated as a Wisconsin nonstock corporation, and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property such as easements. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

3.2 Membership and Voting. Effective as of the date of purchase or creation of a Lot, each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If one or more Lots change their status to some other form of ownership, the votes appurtenant to each original Lot shall not be changed. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 4 of this Declaration.

3.3 Control of Association. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles of Incorporation, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), which rights shall expire upon the earlier of: (a) thirty (30) days from Declarant's conveyance of the final Lot, including any Lots which may be platted within the Expansion Area as provided in this Declaration, to an Owner who has been granted an occupancy permit and intends to reside on the Lot; (b) fifteen (15) years from the date of this Declaration; or (c) Declarant's election to waive its rights to control the Association. Upon Declarant's surrender of its rights to control the Association as provided above, the Directors shall be elected by the majority vote of the Owners within the Subdivision. For the avoidance of doubt, for purposes of this Section a "bulk" or multi-

Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

3.4 Management. The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon 90-day notice without payment of any penalty.

ARTICLE 4. ASSESSMENTS

4.1 Budget and Assessments.

4.1.1 Deposit. In addition to the Lot purchase price, each Owner will deposit an initial fee with the Association as an initial assessment; amount as stated in the purchase documents. The deposit must be made at the time of closing of the initial purchase of the Lot by an Owner intending to occupy a home on such Lot. .

4.1.2 Assessments. The Association shall have the power to levy an annual assessment against each Lot for the purpose of defraying, in whole or in part, the costs incurred by the Association, including costs to operate the Amenity Area improvements that are unique to the single-family development, and to fund capital accounts. Such annual assessment shall be levied by the Association as of March 1st of each year, and a statement for such amount shall be mailed to the owner of each Lot as of such date and shall be payable on or before March 31st of each year. The Association may from time to time permit the payment of the annual assessment on a monthly or other basis, but the entire assessment remains due.

4.1.3 Budget. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots based on such budget as provided above, allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and a reserve for contingencies and replacements for the Amenity Area as provided in Section 7.5 and may include a replacement reserve for any other purpose determined by the Board in its reasonable discretion, which in each case shall constitute part of the general assessments. Until a new budget is adopted, the prior year's budget shall remain in effect.

4.1.4 Collection. The Association may delegate to a third-party manager or collection agent the authority to collect any assessments.

4.1.5 Special Assessments; Fines. The Association may also levy: (a) special assessments on all Lots for any purpose for which a general assessment or special assessment may be levied; or (b) fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Article 2, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

4.2 Installments; Late Payments. General assessments shall be levied on an annual basis, but shall be due and payable on March 31st, or as determined by the Board from time to time and as set forth herein. Special assessments shall be due and payable at such time and in such manner as the Board may determine. If an assessment is not paid when due then such assessment shall become delinquent and shall accrue interest at the rate of twelve percent (12%) per annum until the assessment is paid in full. Any assessment or installment of an assessment not paid within ten (10) days of its due date may also be subject to a late charge and/or interest as set forth in the Bylaws and/or in the Rules.

4.3 Enforcement; Liens. All general and special assessments which are not paid when due shall constitute a lien on the Lot; and shall be collectible and enforceable by the Association by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorneys' fees for collection. The Association shall have the exclusive right and power to collect or enforce collection of all general and special assessments and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Association may purchase a property upon foreclosure of its lien. Under Section 3.2 an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

4.4 Association Statements. Within five (5) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

4.5 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

4.6 No Fees or Assessments in Event of Tax Forfeiture. Neither Washington County nor the Municipality shall be liable for any fees or special assessments in the event that Washington County or the Municipality become the owner of one or more Lots by reason of tax delinquency.

ARTICLE 5. MAINTENANCE AND ALTERATIONS

5.1 Owner Responsibility. Each Owner or Occupant shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements (including the Amenity Area, if any) damaged through the fault or negligence of such Owner/Occupant or such Owner's/Occupant's family, guests, invitees or tenants. Each Owner shall, at the Owner's cost, even if no home has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and,

if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

5.2 Association Responsibility. The Association shall maintain in good condition and repair, including snow removal, replace and operate all of the Common Areas and Common Improvements, including easements, landscaping, trees and plantings in the Common Areas and trimming of such landscaping. The Association may, in its discretion, install additional Common Improvements in the Common Areas. Each Owner shall be responsible for its share of the cost for such activities. The Association shall release and indemnify the Municipality for any maintenance responsibilities with respect to same.

5.3 Municipal Responsibility. The Municipality shall have no responsibility for maintenance or alteration under this Article 5. In the event the Association does not properly landscape or maintain any Common Area, or properly maintain any signage, the Municipality may send written notice to the Association indicating that the Municipality has determined that the Common Areas and/or signage are not being properly landscaped and/or maintained, and further indicating that the Municipality will perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the Common Area and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Municipality shall have the authority to landscape and/or maintain any such Common Area and/or sign referred to in said notice and shall have the right to charge the Owners on a pro rata basis for any costs incurred by the Municipality as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any Owner within the period fixed by the Municipality, charges shall become a lien upon the Owner's Lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Owner's Lot as provided in Section 66.0627, Wis. Stats.

5.4 Alterations and Maintenance. Landscaping, berms, grading, drainage pathways, Common Improvements or other improvements in the Amenity Area or Common Areas may not be removed or substantially altered without written approval by the Association, Municipal engineer, and the Municipal plan commission, as may be required. Maintenance and minor alterations of these improvements are allowed, such as the removal/repair of damage structures, pruning of trees, replacement of ground cover, and repair or replacement of the fencing and other structures. Owners are encouraged to remove trash and debris and should report any unauthorized use within the Common Areas or Common Improvements to the Association. Declarant and or the Municipality are able to provide a copy of the plans for the Common Area upon request by the Association.

ARTICLE 6. RESTRICTIONS ON USE AND OCCUPANCY

6.1 Permitted Uses.

6.1.1 Single-Family Residential. Each Lot shall be occupied and used only for single family residential purposes, except as provided in Section 6.1.2. The term “**residential purposes**” includes only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation. No garage or other mobile

or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

6.1.2 Home Business. A home may be used for a home-business if it obtains the prior written approval of the ACC. A home-business shall only be approved if the home-business has no (zero) employees other than immediate family members, and the home-business has no outside client, vendor or customer sales occurring at the home. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs. These uses may require specific approval by the Municipality and must be in compliance with all Municipal ordinances and regulations or receive a temporary use permit as authorized by the Municipality. Approval of a use by the ACC does not constitute approval by the Municipality or certification that the use complies with Municipal ordinances and regulations.

6.1.3 Amenity Area. The Amenity Area shall be used for the purpose of miscellaneous recreational amenities (which may include, without limitation, a swimming pool, playground, sport court, ice skating rink, community gardens, and parking for same) as decided by the Association, in its sole discretion.

6.2 Pets. Subject to Municipal Ordinances, and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration, no animals, livestock or poultry shall be raised, bred or kept on any Lot, except that Pets shall be permitted providing they are not raised, bred and/or kept for commercial purposes and service animals and emotional support animals shall be permitted to the extent permitted by applicable municipal ordinances and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration. An Owner or Occupant may keep no more than three (3) Pets per Lot on the conditions that:

- (a) the Pet is not permitted on any of the Common Areas while unattended or unleashed; and
- (b) the Pet is licensed by the Municipality or appropriate licensing authority, if required under applicable ordinances; and
- (c) no reptiles or un-caged birds shall be permitted; and
- (d) the Pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board or Municipality, the Pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this Section or any Rules adopted relating to Pets; and
- (e) the Pet is subject to such Rules as the Association may adopt from time to time on the subject; and

(f) possession of Pets is a privilege which may be revoked and shall not be considered a property right.

(g) At the drafting of this document, the Village of Jackson has an ordinance that limits the number of dogs at any residence to no more than 2 dogs per household. Homeowners must comply with this ordinance, or any other ordinance invoked at any time by the Village.

6.3 Vehicles. No outdoor parking of vehicles shall be permitted on the Lots for more than twenty-four (24) consecutive hours, without the express prior consent of the Board. No person shall occupy, park, or otherwise use a vehicle so as to block access to a Lot. Storage or parking of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles or commercial vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except (i) in a garage, (ii) in the case of recreational vehicles, commercial vehicles, campers, trailers, and boats, outside of a garage for no longer than one twenty-four (24) hours in a one week period; or (iii) outside parking on a case-by-case basis as approved by the ACC.

6.4 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited. Garbage containers stored outside during initial construction or remodeling shall be situated only in locations designated by the Association. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the home or garage, except for a period of twelve (12) hours prior to and following the scheduled garbage pickup. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6.5 Temporary Structures. No structure, trailer, shack, or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the ACC, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

6.6 Quiet Enjoyment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant, and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Article 3 or in accordance with rules established by the Association with respect to the Amenity Area.

6.7 Noxious Activity. No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper, or offensive in the opinion of the Board or which is in violation of the Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio- or audio-visual equipment.

6.8 Patios and Balconies. Patios, decks and balconies of Buildings on Lots shall be kept in good condition and maintained in a quality similar to that of any Building on the Lot.

6.9 Signs. No Owner or Occupant may erect, post or display posters, Signs or advertising material on the Common Areas or at locations within a Building which are visible from the public streets or Common Areas without the prior written consent of the Board, except (a) Declarant may do so without such approval, and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale of a Lot. The Board may at its discretion, in particular circumstances or in general, delegate its right to consent under this Section to the ACC described in Article 2. Where Board consent is sought and obtained, the permitted Signs will be erected and maintained in accordance with all ordinances, rules, regulations, and conditions applicable thereto. “**Signs**” as used herein shall be construed and interpreted in the broadest possible sense, and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building. All Signs placed within easements, or the public right-of-ways shall also require Municipal approval and/or permits.

6.10 Compliance with Laws; Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations, or rules, including but not limited to, Municipal ordinances. Such applicable laws include, but are not limited to, those relating to the storage, transport and release to, from, on or in such Lot of any substance or compound governed by any one or more State of Wisconsin Statutes; Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”); Toxic Substances Control Act (“**TOCSA**”); Resource Conservation and Recovery Act (“**RCRA**”); Municipal ordinances; and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.

6.11 Obstructions. Unless installed by the Declarant or the Association, no playground equipment, bicycle racks or other equipment or material may be placed on the Common Areas.

6.12 No Further Divisions. No Lot may be further subdivided without the approval of the Municipality, the Association and/or the ACC.

ARTICLE 7. SPECIAL FEATURES

7.1 Storm Water Facilities. The Storm Water Facilities shall be fractionally owned by the Lot Owners and managed by the Association. The Association shall have the ability to impose assessments for the inspection, maintenance, and repair of the Storm Water Facilities. The Common Areas include storm sewer and surface water drainage systems. The Storm Water Facilities are located in commonly owned outlots as shown on the Final Plat and are Common Areas maintained by the Association in accordance with the Storm Water Agreement and shall be used solely for drainage and storm water purposes and not for recreational purposes. The Association has no duty to ensure the safety of persons using the drainage areas, or to warn of dangers concerning them. Neither the Declarant nor the Association is responsible for the safety of any drainage area for use by humans or Pets, and neither represents nor warrants that any drainage area is safe for any such use.

7.2 Easements. As provided on the Plat, there are easements located on various Lots for storm water utilities, overland storm water flow, underground utilities, and other items. These easements allow access by the Municipality, Association, ACC or other entity to maintain, repair and access the Lots as may be required from time to time.

7.3 Trail System. As provided by the Trail System Easement Agreement, Declarant has granted in favor of the Municipality and the public the use of and ingress, egress and access over the Trail System. The Trail System is a public trail and as such the Declarant and Association have no responsibility for policing the trail or the activities of persons using the Trail System. With the exception of maintenance, reconstruction or repair, the operation of automobiles, motorcycles or construction equipment shall be prohibited within the Trail System area. The Association shall be responsible for the repair, maintenance, and replacement of the Trail System pursuant to the Trail System Easement Agreement and separate maintenance plan agreed to by the Declarant and the Municipality. If the Declarant or Association fail to maintain the Trail System as provided in the Trail System Easement Agreement and maintenance plan, the Municipality, in its sole discretion, may repair, maintain and reconstruct the Trail System and charge all costs associated with such actions as a special charge directly to the Lot Owners.

7.4 Parade of Homes. Declarant discloses that Declarant may arrange for the Subdivision to be included in the Metropolitan Builders Association (the “MBA”) Parade of Homes or similarly titled event in which members of the public are invited to inspect a number of Lots improved with homes constructed by one or more contractors. Such events may result in temporary periods of significant construction activity, traffic slowdowns and large crowds, and shall continue for a period of several weeks. A Lot Owner is deemed to acknowledge the possibility of said event and is deemed to have waived any objection to the issuance of any Municipal permits required for such event. Declarant is not, however, required to include the Subdivision in any such event, and may base its decision on the Declarant’s individual needs, if any. While the Parade of Homes is in progress, all construction activities must stop by 2:00 p.m. on weekdays and 10:00 a.m. on weekends and Labor Day. All debris must be properly disposed of and the streets in front of the Lots must be swept clean of mud and stones. Homes which are not included for inspection as a part of the Parade of Homes must be vacated by the Owners during the hours that the Parade of Homes is open to the public. Unbuilt Lots may be used for Parade of Homes parking as determined by Declarant. No home or Lot shall display any Signs indicating the builders, subcontractors, or any property for sale during the duration of the Parade of Homes, except those Signs allowed in accordance with the MBA’s rules and regulations. If a Lot Owner fails to participate in the Parade of Homes after agreeing to do so, the Lot Owner shall reimburse the Declarant for any discounts, including but not limited to, Lot price reductions, mailboxes, lanterns, and other fees paid by the Declarant for the Parade of Homes Lot Owner or builder, that the Lot Owner received by being a participant to the Parade of Homes.

7.5 Amenity Area. The Declarant or, after the period of Declarant control has ended, the Association, may, in its sole discretion, construct various recreational amenities (which may include, without limitation, a swimming pool, playground, sport court, ice skating rink, fire pit area, community gardens, and parking for same) in certain Common Areas determined by Declarant or the Association, as applicable. Each Owner shall have the right to use the Amenity Area as with any other Common Area, subject to the Rules. Nothing herein is a representation or warranty that any particular amenity will ever be installed or constructed, or as to the quality of any amenity which is installed or constructed. In addition to the Amenity Area, the Declarant or Association (under the conditions above) may install amenities and Common Improvements in any other Common Area.

7.5.1 Rules and Regulations. The Association shall, through its Board of Directors, establish all rules and regulations regarding the use of the Amenity Area, including without limitation rules related to hours of use and permitted and prohibited activities and conduct.

7.5.2 Maintenance, Repair, and Replacement. Subject to other applicable provisions of this Declaration, the Association shall maintain, repair, and replace the Amenity Area to the extent determined necessary or advisable by the Association and as required by law.

7.5.3 Insurance. The Association shall insure the Amenity Area against direct loss or damage occasioned by fire, extended coverage perils and other hazards in amounts and with insurers reasonably chosen by the Association. Such insurance shall be issued in an amount without co-insurance at least equal to the full value any Building(s) and other improvements erected thereon. The Association shall also maintain general public liability insurance and such other insurance with coverages, in amounts and with insurers that the Association reasonably requires from time to time.

7.5.4 Annual Budget. The Association shall include in its annual budget an estimate of the total amount necessary to pay the costs for the following calendar year of operating, maintaining, repairing, and replacing the Amenity Area. Expenses shall include without limitation all costs of employees, payroll taxes, materials, parking costs, insurance, services, management fees, supplies, maintenance, repair, landscaping, fuel, and power, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements.

7.5.5 Reserves. The Association, by its Board, shall establish, fund, and maintain a reasonable reserve for contingencies and replacements for the Amenity Area. The Association shall first charge against such reserve all extraordinary expenditures for the Amenity Area not originally included in the annual estimate which may become necessary during the year. If the annual budget proves inadequate for any reason (other than as a result of the failure by one or more lot owners in the Association to pay their assessments), the Board may, at any time, levy a further assessment, which shall be assessed in the same proportion as other general assessments.

ARTICLE 8. INSURANCE

8.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverage as the Board deems necessary or advisable, such as fidelity insurance for Association officers handling fund of the Association.

8.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an “agreed amount” and a “replacement cost” endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

8.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

8.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a general assessment.

8.5 Waiver. The Association and, by acceptance of a conveyance to a Lot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

8.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of (1) the size, design or composition of a Building, or (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

8.7 Exclusions from Coverage. Association Insurance coverage shall exclude (a) coverage on any home or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitee, employees, or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverage as are excluded from Association Insurance.

ARTICLE 9. AMENDMENT OF DECLARATION

9.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of at least sixty-seven percent (67%) of the total votes of the Association then entitled to vote. Regardless of the manner of adoption, no amendment shall

adversely affect a special right or easement reserved to Declarant under this Declaration, the Village of Jackson, or the rights of Mortgagees under Article 10, without the express written consent of Declarant, Village or Mortgagee, as applicable. Notwithstanding the foregoing, Declarant reserves the right to unilaterally amend the Declaration until one (1) year after one hundred percent (100%) of the then existing Lots (inclusive of any Lots added to the Expansion Area by Declarant in its discretion or vacant land in the Expansion Area that is not developed) have been sold to an Owner intending to reside thereon and occupancy permits have been granted for each Lot. During such period, Declarant may also enter into other agreements on behalf of the Association or Owners for purposes of easements and/or other items necessary for the orderly operation and maintenance of the Subdivision and/or Association.

9.2 Procedures. Except with respect to an amendment by Declarant, amendments to this Declaration shall be prepared and executed by the president of the Association, and municipality as may be required, and shall become effective when recorded in the office of the Register of Deeds. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded, except for failure to obtain the approval of the Municipality as required by this Section.

ARTICLE 10. RIGHTS OF MORTGAGE HOLDERS

10.1 Notice. Any Mortgage holder, insurer or guarantor of a Mortgage encumbering a Lot that submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the Lot involved, will be entitled to timely written notice of:

- (a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Lot on which it holds a Mortgage or any breach of the provisions of any of the Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;
- (b) A lapse, cancellation, or material modification of any Association Insurance; and
- (c) Any proposed action that requires the consent of a Mortgage holder.

10.2 Mortgagee Acquisition of Lot. A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage, or by a deed in lieu of foreclosure following an Owner's default under the Mortgage, shall not be liable for such Lot's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such Lot (except to the extent unpaid assessments are included in subsequent budgets generally), but shall ensure that any such prior delinquent assessments are paid upon transfer of the Lot to a third party.

ARTICLE 11. RIGHTS OF DECLARANT

11.1 Reserved Rights. Prior to the sale of all Lots by Declarant and occupancy permits granted for all Lots, Declarant:

- (a) Subject to approval by the Municipality, may use the Common Areas or Amenity Area, and any unsold Lots in any manner as may facilitate the sale of

Lots including, but not limited to, maintaining a sales and/or rental offices, model homes and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegates shall not have the right, without Declarant's express written consent, to locate a general sales office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted for a period not to exceed forty-eight (48) months from the date of issuance of the certificate of occupancy therefor; provided, however, that once a model home is used as a home for an Occupant, it may not thereafter be used as a "model home". Notwithstanding the foregoing, any such use must be in compliance with all Municipal ordinances and regulations and may require a use permit granted by the Municipality.

(b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the ten (10) feet area adjacent to each Lot line), which rights shall expire one (1) year after conveyance of a Lot by Declarant, and the Common Areas as may be required in Declarant's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for drainage, grading, or public purposes including, but not limited to, cable television or master antenna service, if any, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.

(c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

For purposes of this Section, a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a "sale" for purposes of this Section 11.1.

11.2 Addition to or Subtraction from the Subdivision. Declarant reserves the right, at any time during the term of this Declaration and in its sole discretion, from time to time to subject portions of the Expansion Area to this Declaration in accordance with this Section. Each time Declarant subjects a portion of the Expansion Area to this Declaration it is known as an "**Expansion**".

11.2.1 Procedure for Expansion. Declarant shall add portions of the Expansion Area by recording with the Register of Deeds one or more amendments to this Declaration setting forth the legal description of the Expansion Area so affected, subject to the amendment procedures of Section 9.1. An amendment creating an Expansion need be executed only by the Declarant and does not require consent from or notice to any other person.

11.2.2 Contents of Expansion Amendment. An Expansion amendment will (a) state the legal description of the land being subjected to this Declaration; (b) set forth such other limitations on such future Lots as Declarant may desire not inconsistent with this Declaration; and (c) set forth such other information as is reasonable to facilitate the Expansion and the integration

of the area into the Association. All other provisions of the Declaration shall apply to the Lots or Outlots included in any Expansion.

11.2.3 Procedure for Subtraction of Land. For so long as the Declarant is in control of the Association, the Declarant may also, in its sole discretion, by recorded document, remove the Expansion Land or any Lots not yet sold, from the effect of this Declaration and thereby reduce the extent of the Subdivision, without the consent of the Lot Owners within the Subdivision, subject to the amendment procedures of Section 9.1.

11.2.4 Modification of Budget and Assessments. Upon each such Expansion or subtraction, the Association will amend the annual Budget and annual assessments as appropriate to account for the effects of any Expansion or subtraction. Any assessments prior to the addition or subtraction of the area affected by the Expansion or subtraction will be pro-rated and adjusted by the Association accordingly. Each Owner in the Expansion Area shall have the same rights and obligations as if such Owner was an Owner under the initial Declaration. All Owners acknowledge that the proportionate share of expenses and the corresponding assessments will be revised to reflect the presence of additional Lots. Each Owner also acknowledges that assessments could increase or decrease based on the facts and circumstances in effect at the time of such addition or subtraction.

11.2.5 Other Lands. Declarant also reserves the right, at any time, and from time to time, during the term of this Declaration and in its sole discretion, to subject additional real estate outside the Subdivision to this Declaration by recording a document imposing on such real estate the provisions of this Declaration (as amended from time to time), subject to the amendment procedures of Section 9.1. The additional real estate shall be located in the Municipality and shall be adjacent to the Subdivision (ignoring streets, railroads and navigable waters which may separate the additional real estate from the Subdivision). The additional real estate will be subject to the provisions of this Article 11 as though it were a part of the original Expansion Area.

11.2.6 Effective Date of Expansion. The Subdivision shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded with the Register's Office.

11.2.7 Effect of Expansion or Reduction on Outlots. To the extent that Owners have a tenancy in common interest in Outlots prior to an Expansion, the interests of such Owners will be deemed adjusted, upon the recording of an Expansion or reduction amendment and without more, to equally allocate ownership among all Owners, both pre-existing and new. The interest of any Mortgagee in Outlots by virtue of this tenancy in common interest, shall attach, by operation of law, to the new percentage interests in the Outlots appurtenant to the Lot on which it has its lien. Tenancy in common ownership rights in Outlots are extinguished for Lots removed from the Declaration pursuant to Section 11.2.3.

11.2.8 Reserved Easements. Declarant reserves easements over the Common Areas for the benefit of all portions of the Subdivision not yet included in this Declaration, for the purposes of vehicular and pedestrian access; installation, repair, maintenance and replacement of utilities to serve the Expansion Areas; marshaling of construction materials and personnel for improvements made to the Expansion Area; and the use of Common Improvements and Common Areas for recreational purposes consistent with those uses granted to Owners.

ARTICLE 12. REMEDIES

12.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief (including an order requiring the removal at the Owner's expense of Buildings constructed without ACC approval), subject to any other remedy provided by the Bylaws or at law, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

12.2 Owner or Occupant Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or commence litigation, arbitration or other proceeding or other action as the Association deems necessary or appropriate, in its sole discretion. Expenses incurred therefor by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 4 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 13. EASEMENTS

13.1 Right of Entry. A right of entry to each Lot or Common Area is reserved to the Association to service utility installations located on, in or under such Lot or Common Area provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot or Common Area may be made immediately, whether the Owner or Occupant of such Lot or Common Area is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

13.2 Common Area Easements. The Association may grant easements over and through the Common Areas for such purposes as the Board deems reasonable for the benefit of the Owners.

ARTICLE 14. TERMINATION

14.1 Termination. This Declaration shall be in effect for a period of twenty-five (25) years and automatically renewed for successive periods of ten (10) years each, unless terminated at the end of the original or any extended term by: (i) Declarant (if during the period of Declarant control of the Association), or (ii) the written consent of the owners of not less than ninety percent (90%) of the aggregate then existing Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to

such effect in the office of the Register of Deeds. If the Owners decide to terminate the Association, a maintenance and operation plan for the Common Areas and Storm Water Facilities, if any, shall be presented and approved by the Municipality prior to such termination. Nothing provided in this Section, by itself, terminates or shall be interpreted to authorize termination of any drainage easements, pond maintenance requirements, or other restriction herein that affects an interest in real estate while the record title to the real estate or an interest in the real estate remains in the State of Wisconsin or a political subdivision or municipal corporation of the State of Wisconsin, including the Municipality, and the duration of any such restriction shall be unlimited and perpetual, unless terminated by the benefitted political subdivision by record document.

ARTICLE 15. CONSTRUCTION AND EFFECT

15.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

15.2 Including. Whenever used herein, the term “including” preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

15.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

15.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

15.5 Remedies. All remedies herein are cumulative.

15.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

15.7 Assignment of Declarant’s Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register’s Office.

15.8 Other Regulation. Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

15.9 Conflict. In the event any covenant or provision of this Declaration is in conflict with any ordinance, code or law of the Municipality or other governmental authority having jurisdiction, the governing authority shall control and supersede that provision of the Declaration. All remaining covenants and provisions of this Declaration shall remain in full force and effect

[SIGNATURES APPEAR ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, this Declaration has been duly executed as of the date first above written.

DECLARANT:

MAPLE FIELDS, LLC,
a Wisconsin limited liability company

By: Neumann Developments, Inc., sole Member

By: _____

Steve DeCleene, President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, 20__, the above named Steve DeCleene, President of Neumann Developments, Inc. sole member of Maple Fields, LLC, by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

[SEAL]

Name: _____

Notary Public, State of Wisconsin

My commission: _____

This instrument was drafted by:

Neumann Developments
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072

EXHIBIT A

Legal Description

EXHIBIT B

Final Plat for Maple Fields

**DRAFT MINUTES
PLAN COMMISSION MEETING
Thursday, December 2, 2021 at 7:00 p.m.
Jackson Municipal Complex
Village Board Room
N168 W19851 Main Street
Jackson, WI 53037**

1. Call to Order and Roll Call

Pres. Schwab called the meeting to order at 7:07 p.m.

Members Present: Tr. Kruepke, Sarah Mleziva, Jon Molkentin, Dan Reik, and Jon Weil

Member Excused: Tr. Emmrich

Staff Present: Building Inspector/Code Enforcement Officer Collin Johnson,
Administrator Jen Keller and Clerk Jilline Dobratz

2. Approval of Minutes for the Plan Commission Meeting of October 28, 2021 and Special Plan Commission Meeting of November 18, 2021

Motion by Jon Weil, second by Jon Molkentin to approve the Plan Commission minutes of October 28, 2021 and Special Plan Commission meeting of November 18, 2021 as submitted.

Vote: 6 ayes, 0 nays. Motion carried.

3. Conditional Use Permit – Holly and Maxwell Krajnik – Three Dogs – W207N17349 Parkview Drive

Motion by Pres. Schwab, second by Sarah Mleziva recommend Village Board approve the Conditional Use Permit – Holly and Maxwell Krajnik – Three Dogs – W207N17349 Parkview Drive.

Discussion on number of animals per Ordinance and expiration of Conditional Use Permit.

Motion amended by Pres. Schwab, second by Sarah Mleziva recommend Village Board approve the Conditional Use Permit – Holly and Maxwell Krajnik – Three Dogs – W207N17349 Parkview Drive per staff comment the approval would expire upon on the animal passing and it would not be extended.

Vote: 6 ayes, 0 nays. Motion carried.

4. Preliminary Plat – Neumann Developments, Inc. – Maple Fields Subdivision 3245 Maple Road

Bryan Lindgren, Neumann Developments, Inc., was present to answer any questions. They are not proposing any changes and will be phasing the development. They have no concerns with any of the staff comments.

Motion by Jon Weil, second by Jon Molkentin recommend the Village Board approve the Preliminary Plat – Neumann Developments, Inc. – Maple Fields Subdivision – 3245 Maple Road as presented.

Jon Weil inquired on signage and renaming East Gate Court. Easement discussion ensued.

Motion amended by Jon Weil, second by Jon Molkentin recommending the Village Board approve the Preliminary Plat – Neumann Developments, Inc. – Maple Fields Subdivision – 3245 Maple Road to include Staff comments general conditions of approval (1-12) and specific conditions of approval (1-4).
Vote: 6 ayes, 0 nays. Motion carried.

5. Covenants – Maple Fields Subdivision Discussion Only

Comments and questions included:

- Sidewalks are the Homeowners Responsibility
- Outline Maintenance Sidewalk Costs
- Potential Rental Restrictions
- Supply the Village with the Recorded Declarations
- East Gate Drive Finished Culverts
- Standardized Culverts

6. Developer's Agreement – Draft – Maple Fields Subdivision – Discussion Only

Comments and questions included:

- Developer's Agreement Specific to Phase One
- Developer's Agreement Consistent with the Project
- Updated Drawings for the Phase

7. Citizens to Address the Plan Commission

None.

8. Adjourn

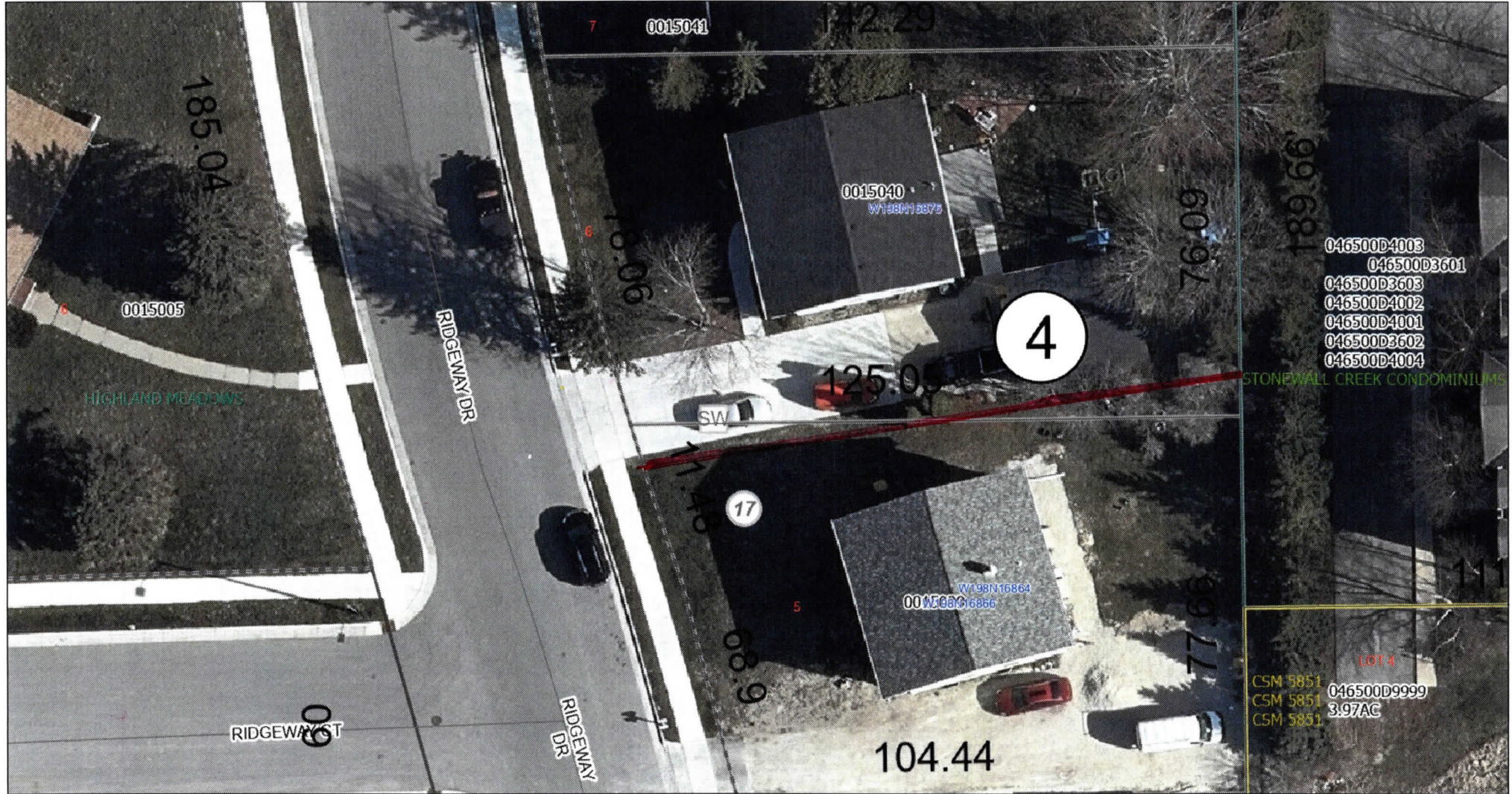
Motion by Pres. Schwab, second by Tr. Kruepke to adjourn.

Vote: 6 ayes, 0 nays. Meeting adjourned at 7:37 p.m.

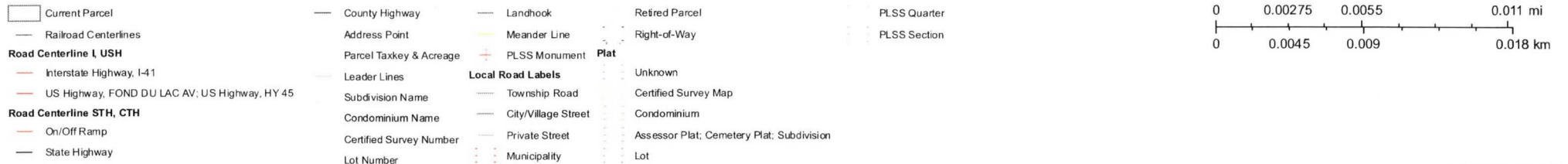
Respectfully submitted,

Jilline Dobratz, *CMC/WCPC*
Village Clerk

Washington County, Wisconsin

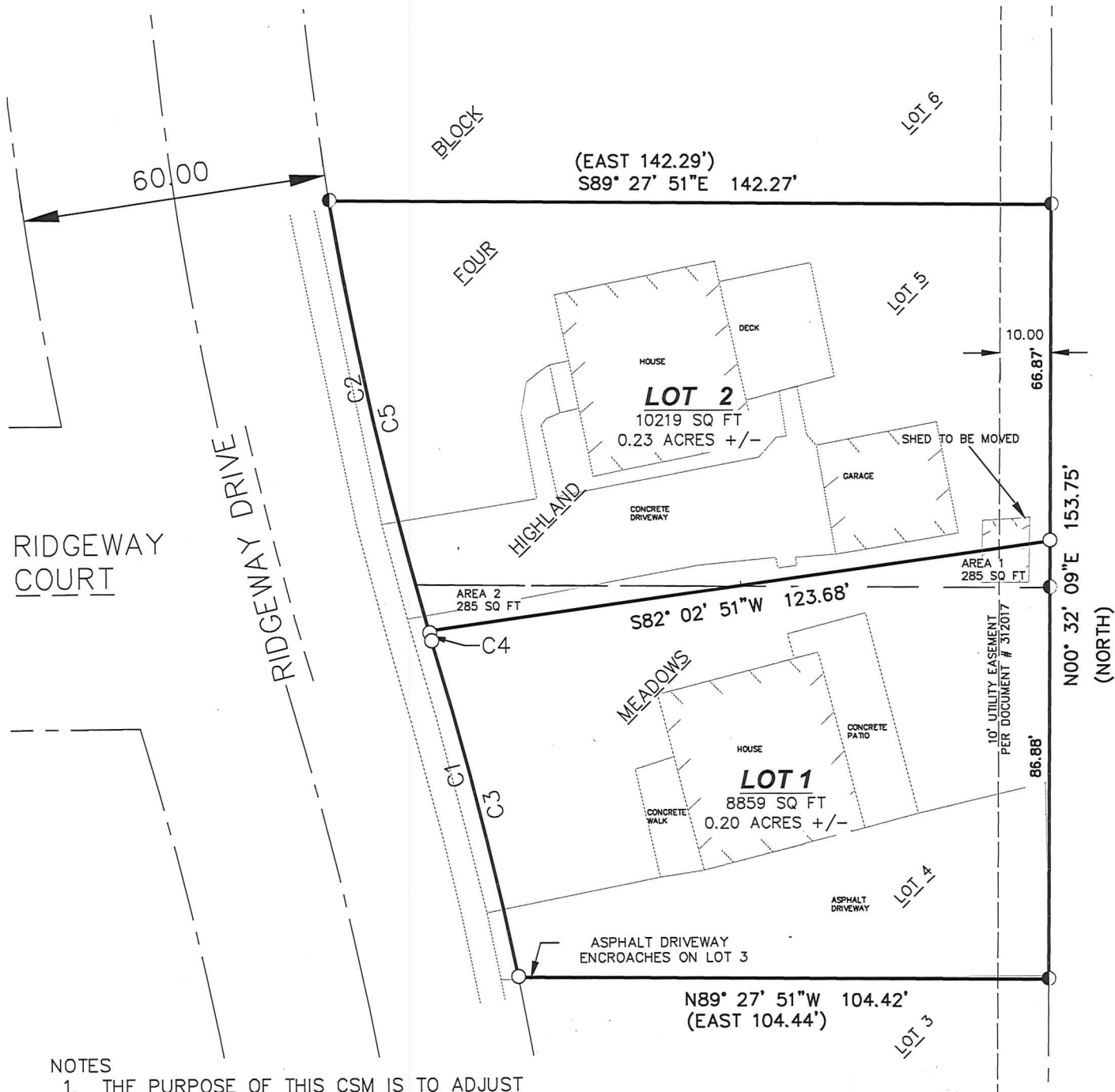


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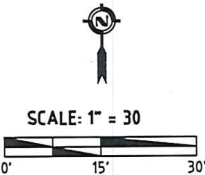
CERTIFIED SURVEY MAP NO. _____
VOLUME _____, PAGE _____.

A REDIVISION OF LOT 4 AND LOT 5, BLOCK 4 OF HIGHLAND MEADOWS SUBDIVISION, LOCATED IN THE SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 10 NORTH, RANGE 20, EAST, VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN



- NOTES
- 1. THE PURPOSE OF THIS CSM IS TO ADJUST THE COMMON PROPERTY LINE OF LOT 3 AND LOT 4 OF HIGHLAND MEADOWS.
 - 2. AREA 1 TO BE RETAINED BY LOT 1, AREA 2 TO BE RETAINED BY LOT 2.
 - 3. FIELD WORK COMPLETED 8-20-2021.

Curve Table					
Curve #	Length	Radius	Central Angle	Chord Length	Chord Bearing
C1	68.90'	759.12'	5° 12' 02"	68.88'	N14° 01' 51"W
C2	87.48'	754.30'	6° 38' 40"	866.69'	N12° 39' 11"W
C3	68.90'	759.12'	5° 12' 02"	68.88'	N14° 01' 51"W
C4	2.05'	754.30'	0° 09' 20"	862.27'	N16° 03' 11"W
C5	89.52'	754.30'	6° 48' 00"	89.47'	N12° 43' 51"W



PREPARED FOR:
Village of Jackson
N168 W20733 Main Street
Jackson, WI 53037

North is referenced to the West line
line line of Highland Meadows which
bears N00°32'09"E
Wisconsin County Coordinate System
(Washington County)

- LEGEND
- Set 3/4" x 18" Rebar Weighing 1502 Pounds/Lineal Foot
 - Found Iron as noted
 - () Recorded As

Mitchell J. Reimer
W61 N497 Washington Ave
Cedar Corporation
Cedarburg, Wisconsin 53012
SHEET 1 OF 3 SHEETS

CERTIFIED SURVEY MAP NO. _____
VOLUME _____, PAGE _____ .

A REDIVISION OF LOT 4 AND LOT 5, BLOCK 4 OF HIGHLAND MEADOWS SUBDIVISION, LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 10 NORTH, RANGE 20, EAST, VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, Mitchell J. Reimer, Wisconsin Professional Land Surveyor, hereby certify that I have surveyed, divided, and mapped Lot 4 and Lot 5, of Highland Meadows, recorded as document number 312258 as found in the Washington County Registry, Washington County, Wisconsin located the SE 1/4 of the SW 1/4 of Section 17, Township 10 North, Range 20 East, Village of Jackson, Washington County, Wisconsin.

That I have made such survey, land division, and map at the direction of Village of Jackson, N168 W20733 Main Street, Village of Jackson, Washington County, Wisconsin 53037. That such map is a correct representation of the exterior boundaries of the land surveyed, and the subdivision thereof made. That I fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes, A-E 7 of the Wisconsin Administrative Code, in surveying, dividing and mapping the same, and Chapter 38 of the Village of Jackson Municipal Code. Said survey is subject to easements of record and as shown.

Dated this _____ day of _____, 2021.

Mitchell J Reimer, P.L.S. #3123-8

VILLAGE BOARD APPROVAL:

Resolved that this Certified Survey Map in the Village of Jackson, owner of said lands, being a re-division of C.S.M. 432 and the Northeast Quarter of the Northwest Quarter of Section 20, located in the Town 10 North, Range 20 East, Village of Jackson, Washington County, Wisconsin, is hereby approved and dedication accepted by the Village Board trustee to the Village of Jackson.

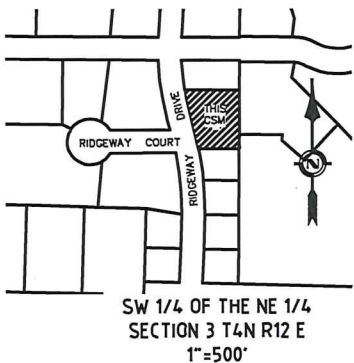
Approved this _____ day of _____, 2020.

Mike Schwab - Village President

Signed this _____ day of _____, 2020.

Jilline Dobratz - Village Clerk

Cedar Corporation
W61 N497 Washington Avenue
Cedarburg, Wisconsin 53012



CERTIFIED SURVEY MAP NO. _____
VOLUME _____, PAGE _____ .

A REDIVISION OF LOT 4 AND LOT 5, BLOCK 4 OF HIGHLAND
MEADOWS SUBDIVISION, LOCATED IN THE SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF
SECTION 17, TOWNSHIP 10 NORTH, RANGE 20, EAST, VILLAGE OF
JACKSON, WASHINGTON COUNTY, WISCONSIN

OWNERS CERTIFICATE

As Owner, I hereby certify that I have caused the lands described herein to be surveyed, divided, and mapped, as represented on this map. I also certify that this map is required to be submitted to the Village of Jackson for approval.

Daniel T. Leonard

Dated _____, 2021

STATE OF WISCONSIN)
WASHINGTON COUNTY) ss

Personally came before me this _____ day of _____, 2018, the above named Daniel T Leonard to me known to be the same person who executed the foregoing certificate and acknowledged the same.

(Notary Seal) _____ Notary Public, _____ Wisconsin
(notary name)

My commission expires _____

CERTIFIED SURVEY MAP NO. _____
VOLUME _____, PAGE _____ .

A REDIVISION OF LOT 4 AND LOT 5, BLOCK 4 OF HIGHLAND
MEADOWS SUBDIVISION, LOCATED IN THE SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF
SECTION 17, TOWNSHIP 10 NORTH, RANGE 20, EAST, VILLAGE OF
JACKSON, WASHINGTON COUNTY, WISCONSIN

OWNERS CERTIFICATE

As Owners, I hereby certify that I have caused the lands described herein to be surveyed, divided,
and mapped, as represented on this map. I also certify that this map is required to be submitted to
the Village of Jackson for approval.

Dennis R. Tischer

Dated _____, 2021

Elfried K. Tischer

Dated _____, 2021

STATE OF WISCONSIN)
WASHINGTON COUNTY) ss

Personally came before me this _____ day of _____, 2018, the above named Dennis R.
Tischer and Elfried K. Tischer to me known to be the same person who executed the foregoing
certificate and acknowledged the same.

(Notary Seal) _____ Notary Public, _____ Wisconsin
(notary name)

My commission expires _____



Water & Sewer Expansion Analysis

Village of Jackson, Wisconsin

October 2021



October 04, 2021

Brian W. Kober, P.E.
Director of Public Works / Village Engineer
Village of Jackson
PO Box 637
W194 N16660 Eagle Drive
Jackson, WI 53037

Re: Water Utility Master Plan Update

Brian,

Thank you for the opportunity to develop an expansion and capacity analysis of the water and sewer systems for the Village of Jackson Water Utility. The report includes following items:

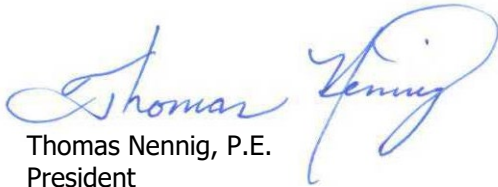
- Existing sanitary system capacity analysis
- Water and sanitary system expansion for future developments
- Recommended infrastructure improvements

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 early 2021, the Village of Jackson has requested an analysis of both the water supply and sewer collection systems. The analysis was to be completed in two parts; Part 1 was to evaluate potential water service expansion and determine limits of supply for both the high- and low-pressure system. The second part of the analysis addressed a potential sanitary sewer extension and general system expansion on Sherman Road.

This analysis will be used to guide the development of the Jackson Sewer and Water Utilities into the future, as well as establish recommendations for future infrastructure projects to increase or address system capacity issues.

PROJECT SCOPE

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

- Part One:
 - Review existing water system infrastructure and topographical information in the area of the proposed development to determine the maximum service elevation of the proposed development.
 - Determine potential water service demand and fire flow demand for the development and add it to the existing hydraulic model
 - Determine from which pressure district the proposed development will need to be served.
 - Provide cost estimate based on the proposed water expansion to serve the proposed development.
 - Investigate extending the existing high-pressure system on Pleasant Valley Rd to the proposed development
- Part Two:
 - Review existing sanitary sewer infrastructure in the area of the proposed extensions to determine the capacity of the Twin Creeks lift station, and existing collection system
 - Assign sanitary sewer flow rates based on the proposed development density and using gravity flow design, determine the capacity of sanitary sewer serving the proposed development, including minimum service elevation and maximum pipe capacity
 - Review and determine the maximum design capacity of the 30-inch diameter sanitary sewer interceptor from the Twin Creeks lift station to the Wastewater Treatment Plant (WWTP)
 - Review and determine the service area for sanitary sewer along Sherman Road east of Twin Creeks Subdivision.



Part One: Water System Expansion

PROPOSED DEVELOPMENT LOCATION

As shown in Figure 1, the proposed development is outside the current water system limits. The development is located east of Jackson Dr approximately 2,100 feet north of the connection point to the low-pressure side of the water distribution system. The development is around 67.5 acres in size. The development covers an elevation range from 846 feet to 908 feet above sea level.

PROPOSED DEVELOPMENT DEMANDS

To assess the average day, maximum day, and peak hour demand of the proposed development, the last 6 years of Public Service Commission (PSC) annual report data (2015-2020) was utilized. Table 1 shows the past 6 year's data. The average consumption per day for a residential unit is 116.5 gpcpd or 0.81 gpm. Given the acreage of the development and assuming 3 residential units per acre, the proposed development demands are shown in Table 2. The ratio used to calculate maximum day is also based on the past 6-year max day/avg day ratios, while the peak hour is develop based on industry standard factor of 4 from peak hour to avg day. The peak water main demand will be added to the minimum required Department of Natural Resources (DNR) fire flow demand of 500 gpm to develop water main sizing (minimum Utility sizing for water main is 8-inch diameter).

Table 1 – Historical Residential Demand

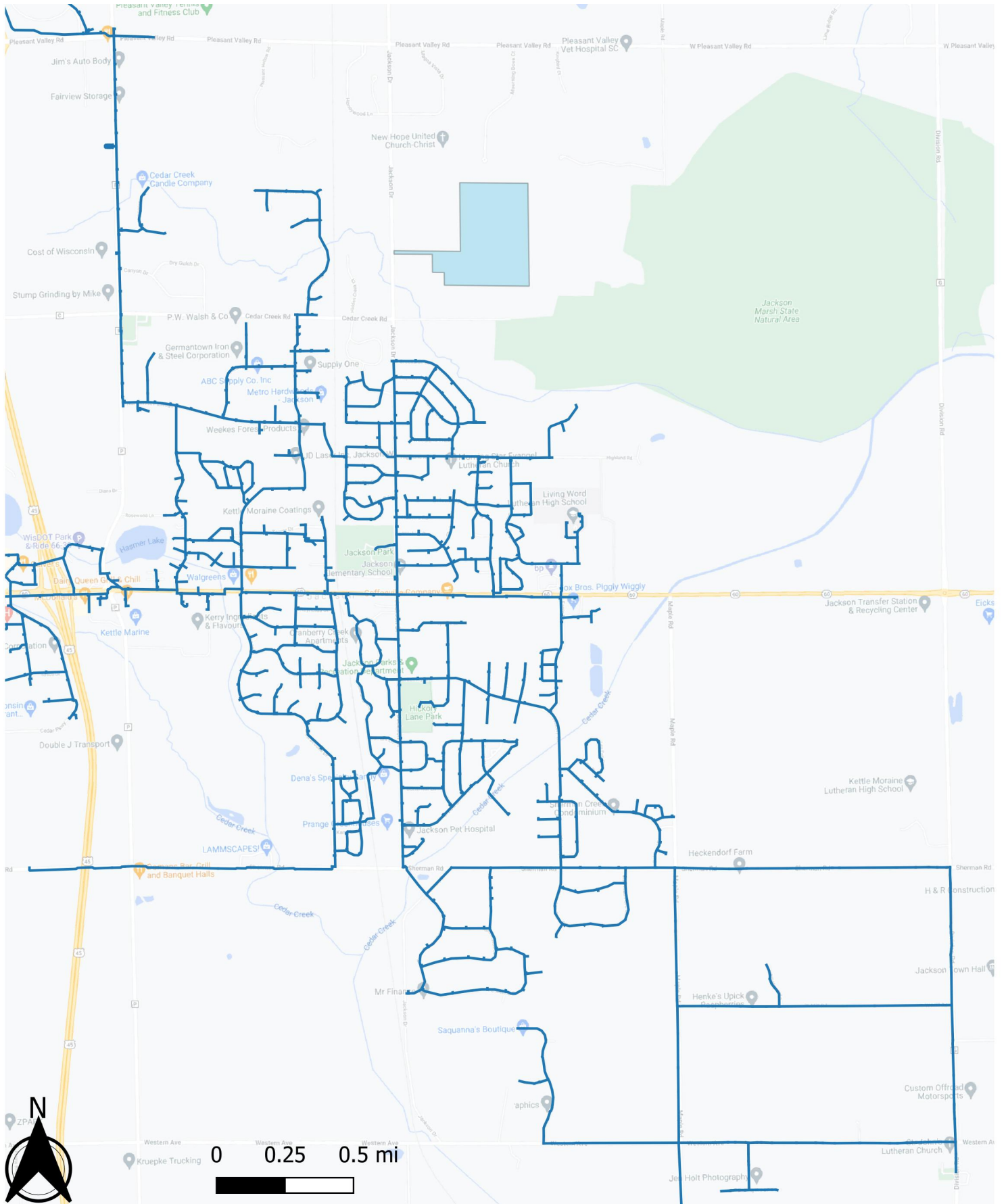
Year	2015	2016	2017	2018	2019	2020	Average
Usage (kgal)	124,948	127,372	129,803	129,922	128,136	135,563	
Customers (#)	2,871	2,958	3,018	3,089	3,128	3180	
Per Customer Usage (gpcpd)	119.2	118.0	117.8	115.2	112.2	116.8	116.5

Table 2 - Proposed Development Demands

	Avg Day	Max Day	Peak Hour
Demand (gpm)	16.4	29.8	65.5
Avg Day Ratios		1.82	4



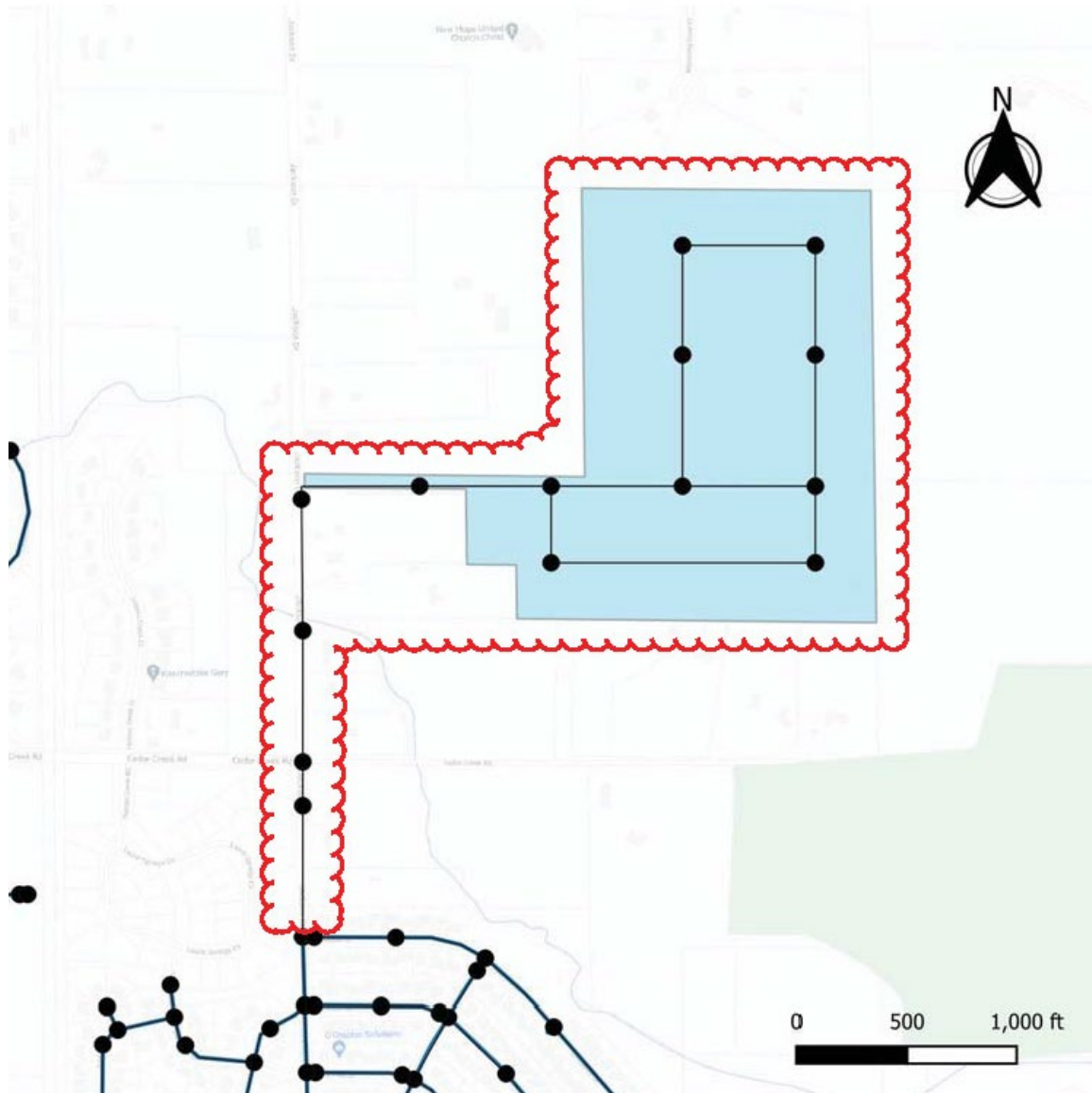
Figure 1



PROPOSED DEVELOPMENT SERVICE

The ground elevation of the current booster station that provides service to the high-pressure district is around 930 feet. As the proposed development elevation is below the current booster station, the hydraulic model first assumed the development was served from the low-pressure zone. Figure 2 shows the layout of the proposed development served from the low-pressure system.

Figure 2 – Low Pressure Serviced Development



The model includes 12-inch PVC main to the development with minimal looping of 8-inch PVC main inside the development. With low pressure service, the static water pressure during a maximum day demand ranges from 70 to 85 psi. This meets all DNR and Public Service Commission (PSC) regulations for water pressure. Additionally, available fire flow ranges from 1,150 to 2,500 gpm while maintaining at least 20 psi in all parts of the system. Appendix A includes more information for the low pressure served hydraulic model.



ESTIMATED CONSTRUCTION COSTS FOR DEVELOPMENT

The major components of a watermain project are the watermain, gate valves, and hydrant assemblies. The total estimated costs of these items are included in a preliminary construction cost estimate, with additional contingency and overhead assigned for engineering and unforeseen issues. The cost estimate presented in Table 3 is based on 600-foot spacing of hydrants and valves and the installation of granular backfill for the water main construction.

Table 3 – Estimated Construction Costs for Development

Item	Unit	Quantity	Unit Cost	Total Cost
12-inch PVC Water Main	LF	2,000.0	\$ 150.00	\$ 300,000.00
8-inch PVC Water Main	LF	7,100.0	\$ 110.00	\$ 781,000.00
8-inch Gate Valve	EA	17.0	\$ 4,000.00	\$ 68,000.00
Hydrant Assembly	EA	15.0	\$ 10,000.00	\$ 150,000.00
Connection to Existing Main	EA	1.0	\$ 10,000.00	\$ 10,000.00
Subtotal				\$ 1,309,000.00
20% Contingency				\$ 261,800.00
8% Engineering				\$ 104,720.00
15% Inspection				\$ 196,350.00
Total Cost				\$ 1,871,870.00

At this time, construction costs are difficult to estimate. Currently there is a material shortage impacting the public utility sector, which has inflated supply costs. Depending on the timing of any potential construction, a revised cost estimate should be performed which more closely reflects the current market conditions.

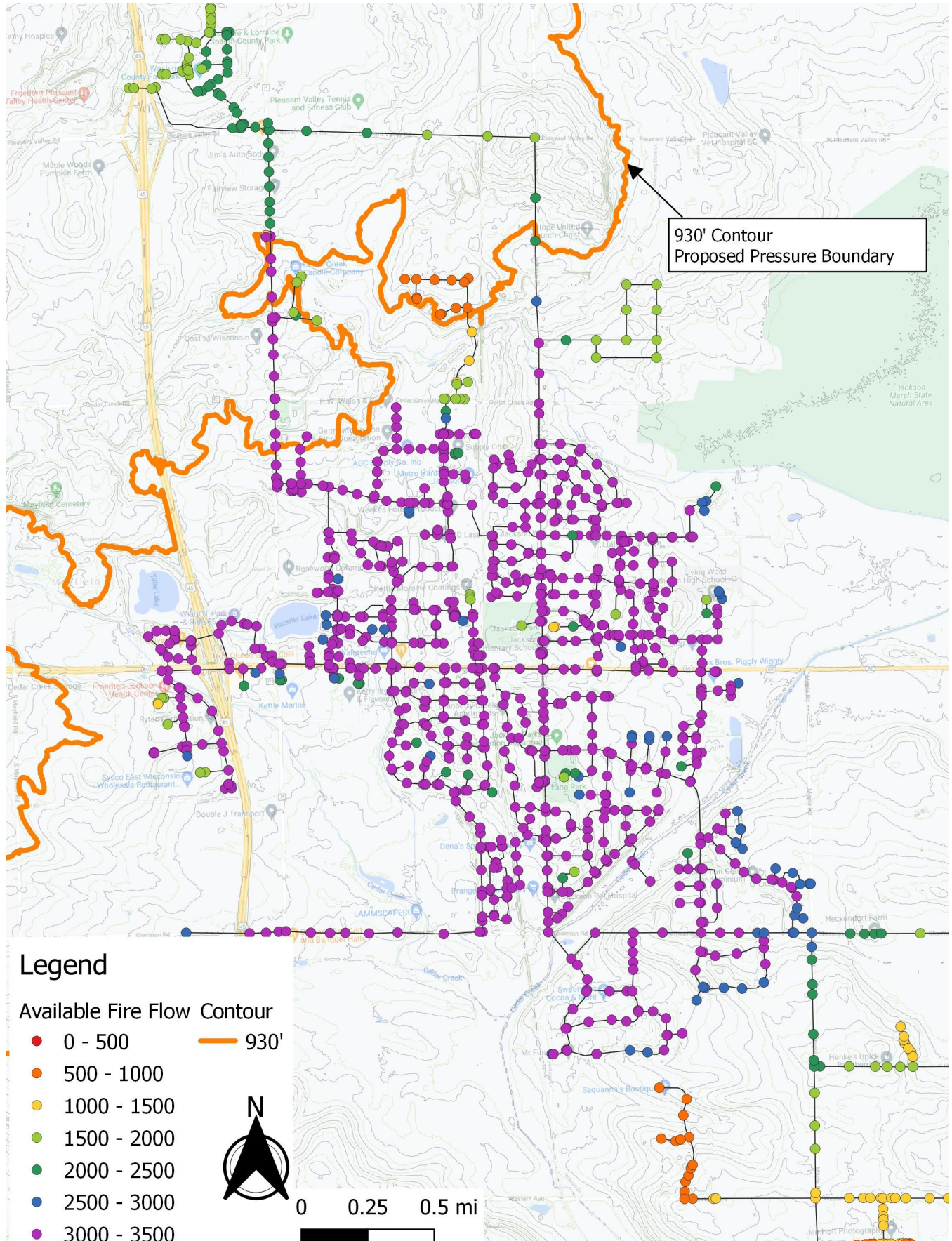
HIGH SIDE ZONE EXPANSION

Serving the proposed development from the high-pressure zone would result in pressures that exceed the DNR and PSC regulations (>100 psi). Therefore, no modeling needed to be performed to that effect. However, preliminary modeling was completed looping the high-pressure zone east along Pleasant Valley Rd and heading south on Jackson Dr to connect with the low-pressure zone of the proposed development. For modeling purposes, the pipe that crossed the 930-foot elevation mark was modeled with a check valve. This valve only allows flow in a single direction; in an emergency situation the low-pressure zone could backfeed the high-pressure zone, but the high-pressure zone would not be able to flow to the low-pressure zone. In practice, an electronically actuated valve tied to the SCADA system could allow flow in both directions in case of loss of pressure from either side.

Figure 3 shows the available fire flow in the system with the high-pressure zone looped. The booster station is only running at 780 gpm, so the additional available fire flow in the high-pressure zone is provided by a modeled check valve at the looped connection point. The figure also shows the 930-foot contour, indicating the proposed limits of the low-pressure zone.



Figure 3 - High Pressure Zone Loop



ESTIMATED CONSTRUCTION COSTS FOR HIGH SIDE LOOPING

The major components of a watermain project are the watermain, gate valves, and hydrant assemblies. The total estimated costs of these items are included in a preliminary construction cost estimate, with additional contingency and overhead assigned for engineering and unforeseen issues. The cost estimate presented in Table 4 is based on 600-foot spacing of hydrants and valves and the installation of granular backfill for the water main construction.

Table 4 - Estimated Construction Costs for High Side Looping

Item	Unit	Quantity	Unit Cost	Total Cost
12-inch PVC Water Main (from Development)	LF	2,000.0	\$ 150.00	\$ 300,000.00
12-inch PVC Water Main	LF	8,620.0	\$ 150.00	\$ 1,293,000.00
8-inch Gate Valve	EA	17.0	\$ 4,000.00	\$ 68,000.00
Hydrant Assembly	EA	15.0	\$ 10,000.00	\$ 150,000.00
Connection to Existing Main	EA	1.0	\$ 10,000.00	\$ 10,000.00
Subtotal				\$ 1,821,000.00
20% Contingency				\$ 364,200.00
8% Engineering				\$ 145,680.00
15% Inspection				\$ 273,150.00
Total Cost				\$ 2,604,030.00



SECTION 3

Part Two: Sewer Expansion

In 1996, Bonestroo and Associates (Bonestroo) completed a study addressing the future buildout of the Village and the proposed interceptor sewer work that would need to be completed to handle the additional capacity of future development. The scope of the 1996 Study was the 2015 municipal boundary. The study identified potential areas outside the 2015 boundary that could be considered for future growth, however the study did not size the interceptor for those additional areas. The Bonestroo study concluded a 30-inch interceptor would be needed to handle additional buildup in the municipal limits, but also added that the capacity and serviceability of the south interceptor would need to be re-evaluated if areas outside the municipal limits were added into the system.

In 2021, the Village asked City Water to re-evaluate the south sewer interceptor based on potential development along Sherman Rd. This analysis will first assess the local sewer system around the proposed development, and then evaluate the interceptor sewer.

TWIN CREEKS LIFT STATION

The proposed development would connect to the eastern portion of the Twin Creeks Subdivision. This subdivision is southeast of Cedar Creek, which therefore requires a sewage lift station to discharge into the 30-inch interceptor at the corner of Sherman & Jackson.

The current Twin Creek Pump Station serves 118 single-family residential lots. This is greater than the anticipated service area from the original pump station design. However, the original station was upsized to meet DNR code requirements for flow velocity in the force main, so the current demand is still within the original design parameters. Below are listed design criteria for both existing and proposed conditions. The original design of the lift station assumed 100 gpcpd, but more recent water usage and sewer trends have revised the per capita usage to 80 gpcpd.

- Current Pump Design: 80 gpm @ 17.4 feet TDH
- Existing
 - Service Population: 118 lots @ 2.5 population/lot = 295
 - Service Flow:
 - $295 \times 80 \text{ gpcpd} = 23,600 \text{ gpd average}$
 - $23,600 \times 4 \text{ (peak factor)} = 94,400 \text{ gpd} = 65.6 \text{ gpm peak}$
- Proposed
 - Service Population: 214 lots @ 2.5 population/lot = 535 (based on similar lot density)
 - Service Flow:
 - $535 \times 80 \text{ gpcpd} = 42,800 \text{ gpd average}$
 - $42,800 \times 4 \text{ (peak factor)} = 171,200 \text{ gpd} = 118.9 \text{ gpm peak}$

The Twin Creeks station has the capacity to pump up to 160 gpm with both pumps running but only a firm capacity of 80 gpm. If the proposed Maplewood Farms development feeds into the Twin Creeks Pump Station, there is a chance the flow entering the wet well is higher than a single pump's ability to empty the wet well, ultimately leading to surcharges and backups in the sewer system. The working



capacity of the wet well is only 317.5 gallons, so in a peak flow situation the wet well would be filled in just over 2 minutes.

INTERCEPTOR CAPACITY

An updated sewer demand was estimated based on the original 1996 Bonestroo study. In that study, 4 subdistricts were outlined with flow projections based on acres of residential, commercial, industrial, and public use. The figure from the 2015 Interceptor Study is shown in Appendix B. The areas from the 1996 study are shown in Table 5.

Table 5 - Land Use Summary

District	Residential [acres]	Commercial [acres]	Industrial [acres]	Park & Rec [acres]	Total [acres]
A	651	122	457	2	1,232
B	126	-	-	4	130
C	109	-	25	28	162
D	244	-	-	15	259
Total [acres]	1,130	122	482	49	1,783

Anticipated wastewater flows from the drainage districts were determined by applying unit flow rates to each of the land use categories. Flows were reduced from the 1996 study based on increasing application of low flow water use fixtures and are based on the values from the MMSD 2020 Facilities Plan, Conveyance Report. Values for commercial and industrial usage were increased from the MMSD listed values to strike a conservative middle between the Bonestroo and MMSD reports. Wastewater flow rates are presented in Table 6.

Table 6 - Average Wastewater Flows

Type of Usage	Gal/Acres/Day	gpm/Acre
Residential*	510	0.354
Commercial	1,800	1.250
Industrial	1,200	0.833
Park & Rec	250	0.174

*Assumes 68 gal per capita, 2.5 people per home, 3 unit per acre density

Average wastewater flows projections are presented in Table 7.



Table 7 - Average Wastewater Flow Projections

District	Residential [gpm]	Commercial [gpm]	Industrial [gpm]	Park & Rec [gpm]	Total [gpm]
A	231	153	381	0	764
B	45	-	-	1	45
C	39	-	21	5	64
D	86	-	-	3	89
Total	400	153	402	9	963

The interceptor must be sized for not only average flows, but also the peak flowrate. Peak flowrates are usually determined by a ratio of peak to average flow, called the peak flow factor. In general, the larger the system, the smaller the peak flow factor, as the peaks are diluted by the larger system. Given the relatively small size of the Village of Jackson system, a peak flow factor of 4 was applied for all average wastewater flows. The estimated peak wastewater flows are presented in Table 8. These peak flows represent a 28% reduction from the 1996 study.

Table 8 - Peak Wastewater Flow Projections

District	Residential [gpm]	Commercial [gpm]	Industrial [gpm]	Park & Rec [gpm]	Total [gpm]
A	922	610	1,523	1	3,057
B	179	-	-	3	181
C	154	-	83	19	257
D	346	-	-	10	356
Total	1,601	610	1,607	34	3,852

The 1996 Bonestroo study recommended a 30-inch interceptor at an 0.08% slope. This arrangement would allow a full capacity of 8.97 cfs or 4,025 gpm. The actual installed interceptor has much differing capacity based on actual slopes between the differing manholes. Table 9 shows the various capacities of the differing pipe segments of the interceptor. Segments are listed from west to east as the interceptor approaches the treatment plant.



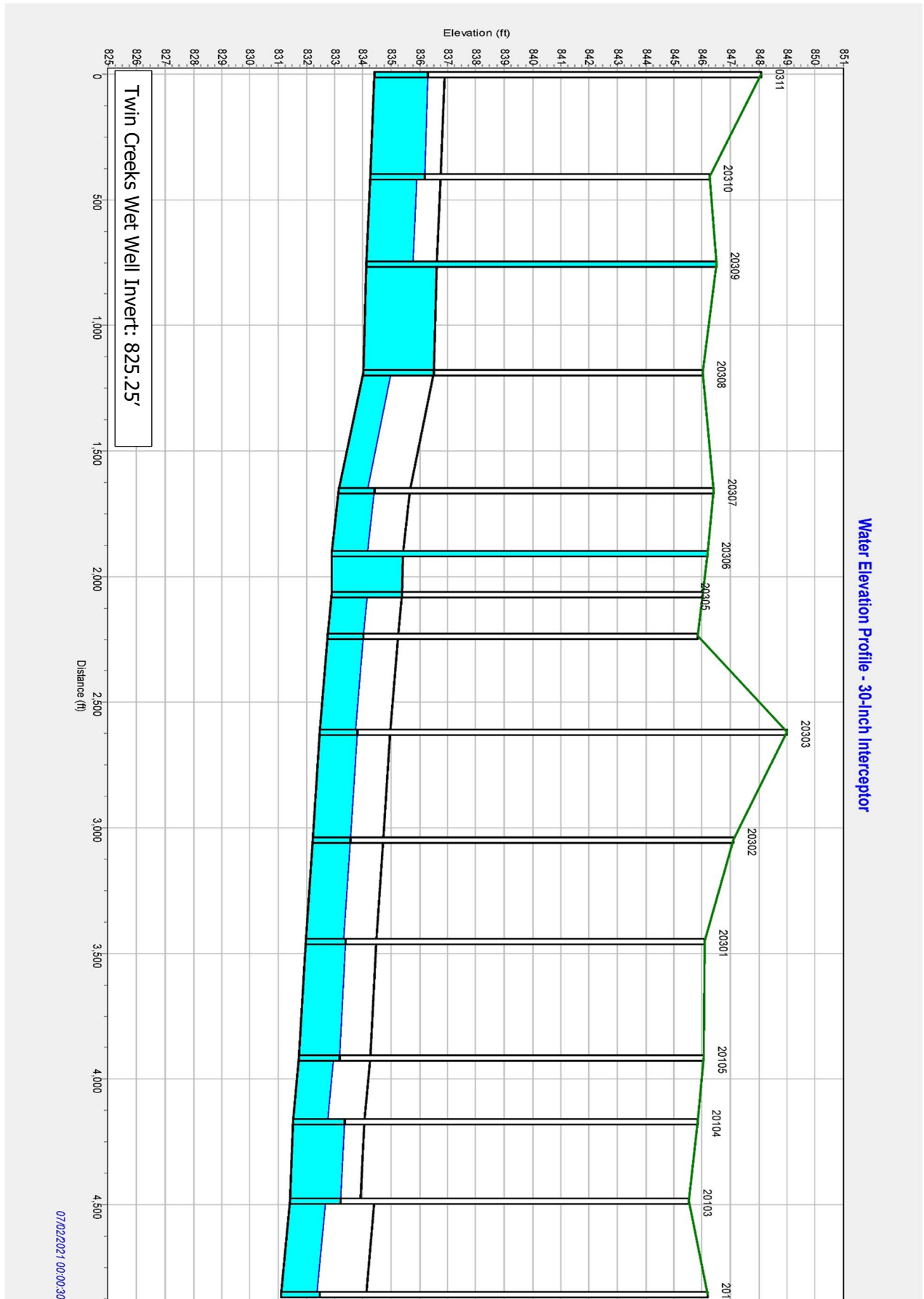
Table 9 - Current Interceptor Capacity

Conduit	Diameter [in]	% Slope	Capacity [gpm]
20311-20310	30	0.0319	3,290
20310-20309	30	0.0460	3,947
20309-20308	30	0.0208	2,655
20308-20307	30	0.1862	7,945
20307-20306	30	0.0954	5,685
20306-20305	30	0.0185	2,503
20305-20304	30	0.0713	4,915
20304-20303	30	0.0734	4,987
20303-20302	30	0.0585	4,451
20302-20301	30	0.0619	4,580
20301-20105	30	0.0495	4,094
20105-20104	30	0.0834	5,318
20104-20103	30	0.0379	3,585
20103-20102	36	0.0829	8,621

The highlighted pipe segments indicate a section that is currently over capacity. Figure 4 illustrates the current peak flow modeled in the interceptor sewer. The blue shaded area indicates the limits of flow within the pipe. The same sections highlighted in Table 9 can be seen at full capacity in the figure, with the manhole full indicating the pipe cannot handle the flow.



Figure 4 - Modeled Interceptor Capacity



SHERMAN RD SERVICE AREA

Given that the current interceptor is at capacity, any additional expansion along Sherman Rd to the west would require changes or improvements to the existing sanitary system. One potential future project may include the Village of Richfield connecting into the Jackson system at Sherman Rd. The Village of Richfield has projected their peak sanitary flow at 1,300 gpm.

Currently there is an 18-inch sewer that runs west on Sherman Rd from Glen Brooke Dr. The pipe segment capacities vary based on slope, but the limiting capacity in the path is 2,380 gpm. Considering the few customers currently on the 18-inch line, it is likely this sewer could handle the projected flows from the Village of Richfield. However, this additional flow would exceed the current 30-inch interceptor.

SYSTEM IMPROVEMENTS

Based on the current flow projections and pipe capacities, additional work and improvements will most likely need to be completed in the sewer system to serve additional developments west on Sherman Rd and the development east of Twin Creeks Subdivision.

Currently, the invert of the Twin Creeks Lift station is lower than the discharge to the treatment plant. This eliminates the possibility of the Twin Creeks Subdivision and future expansions being served solely by gravity sewer – some lift station will be required. This will require the existing lift station to either be modified or replaced to handle the increased additional flows.

The upstream invert of the current 30-inch interceptor is 834.4 feet and the interceptor discharges at 831.11 feet, an elevation drop of 3.29 feet over approximately 4,800 feet. Given the limited elevation to work with, a deeper second interceptor is not necessarily feasible, unless there was a lift station associated with the interceptor sewer. However, installing a second interceptor roughly parallel to the existing sewer would essentially double current capacity. There is even a potential for the secondary interceptor to be only over the partial distance, with a diversion manhole to redirect flow once the bottleneck pipe segment approaches capacity. This could be accomplished with an overflow weir in a manhole and a secondary pipe connection.



Summary & Recommendations

SUMMARY

There are several conclusions and recommendations that can be made from the project analysis and hydraulic modeling of the both the water and sewer systems:

PART 1

1. Serving the proposed development from the low-pressure district provides adequate static pressure and fire flow demands.
2. The boundary between the high- and low-pressure districts is currently around the 930-foot elevation contour.
3. Looping the high- and low-pressure districts serves the primary purpose of providing system redundancy to the high side. Currently there is only a single connection to the high side, which is a critical point of failure. Modeling indicates that the system loop would provide enough additional flow to meet fire flow in the high side even if the largest pumps were out of service in the existing booster station.

PART 2

1. The current Twin Creeks Lift Station is already at capacity per the original design. Additional sewer expansions in that vicinity will require some system modification or change to be served.
2. The current south sewer interceptor is at peak flow capacity. There is a limiting pipe segment that is currently at maximum capacity of 2,503 gpm.
3. Comparison of inverts indicate that some sort of lift station is needed to service areas southeast of Cedar Creek.

RECOMMENDATIONS

Based on the analysis conclusions, the following are recommendations for both the water and sewer systems.

PART 1

1. New developments can be served from the low-pressure zone until the elevation approaches and exceeds the current zone boundary of 930 feet.
2. Any future system looping between the high- and low-pressure districts should utilize the 930-foot elevation as the boundary point. At this elevation, either a secondary booster station or SCADA controlled valving should be installed to control flow between the two zones.

PART 2

1. To serve future developments southeast of Cedar Creek, the existing Twin Creeks lift station must be improved or replaced. Future study and analysis will be needed to design a lift station capable of meeting flow and head requirements.

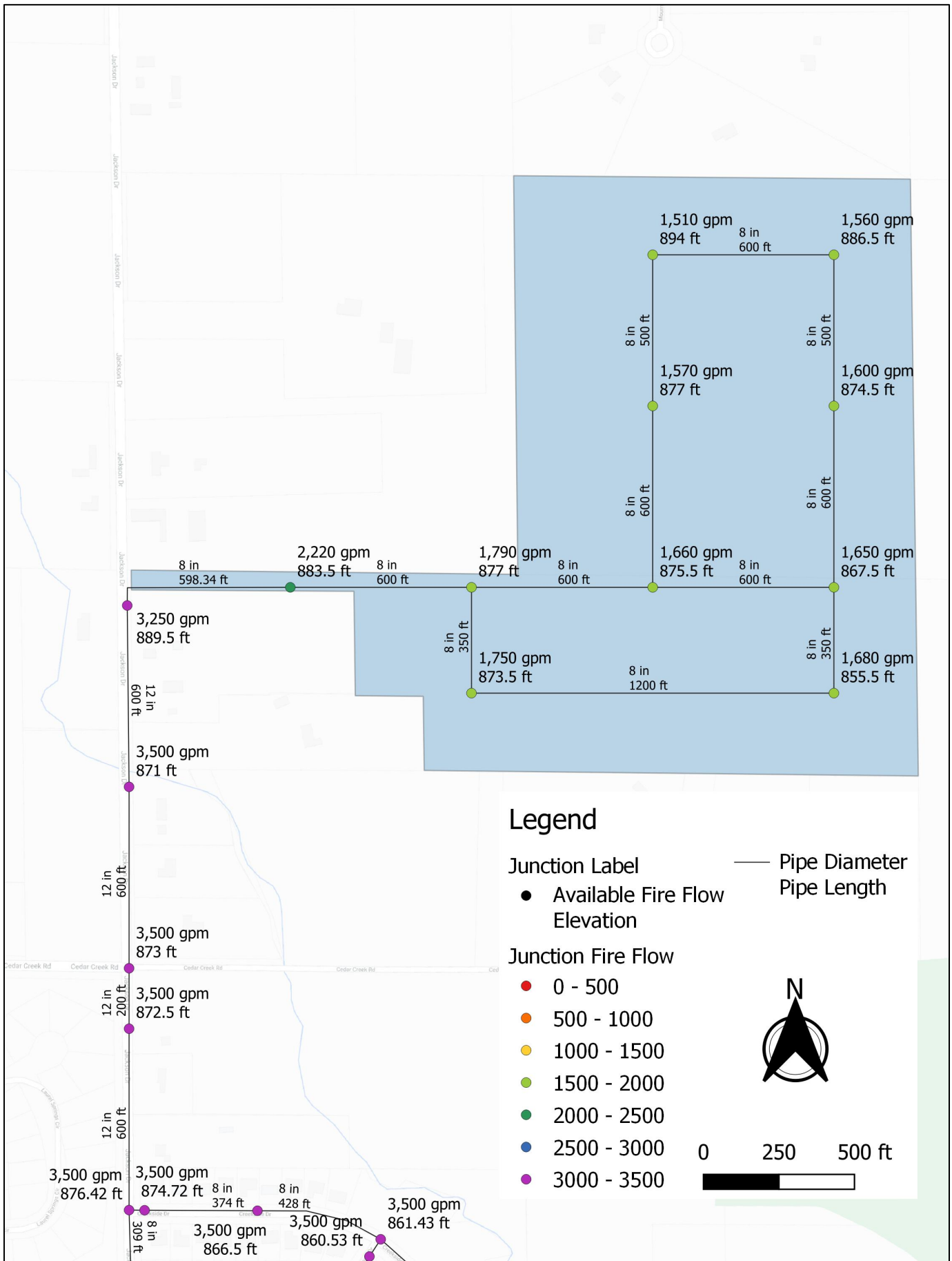


2. To serve future developments west on Sherman Rd and southeast of Cedar Creek, the existing 30-inch interceptor sewer must be improved or replaced. Options included relaying the existing 30-inch sewer or adding a secondary interceptor. A secondary interceptor could potentially be installed only over a partial distance, with an overflow or diversion manhole to redirect flow in excess of the current 30-inch capacity. Further study and analysis will be needed to design an interceptor that meets the future demand requirements.



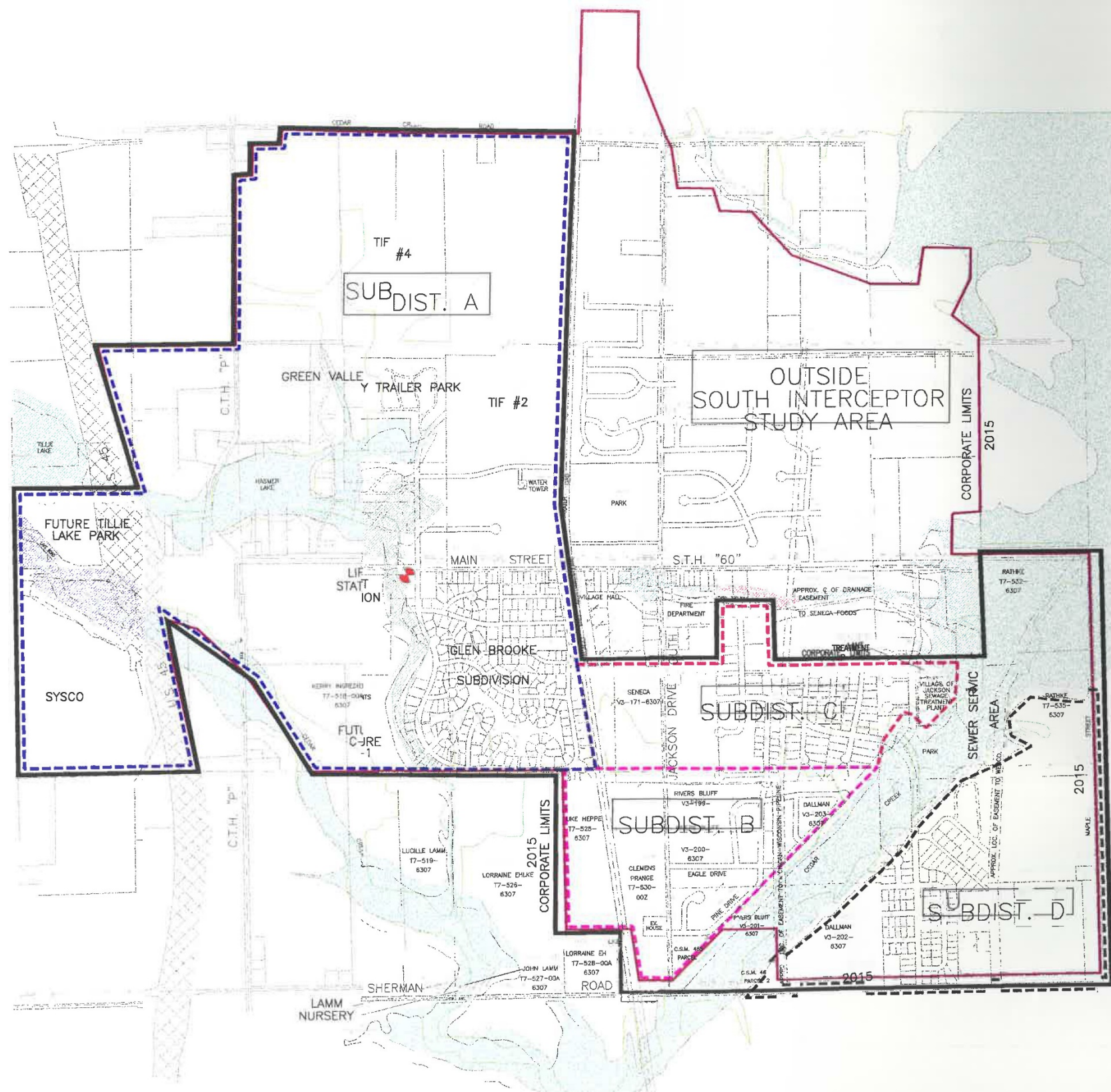
Low Pressure Served Hydraulic Model





Interceptor Study Areas





- KEY:**
- INTERCEPTOR STUDY AREA
 - - - - SUBDISTRICT A
 - - - - SUBDISTRICT B
 - - - - SUBDISTRICT C
 - - - - SUBDISTRICT D

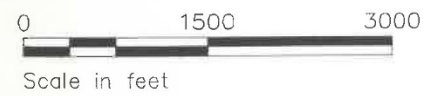
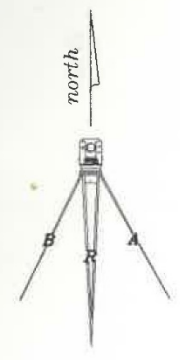
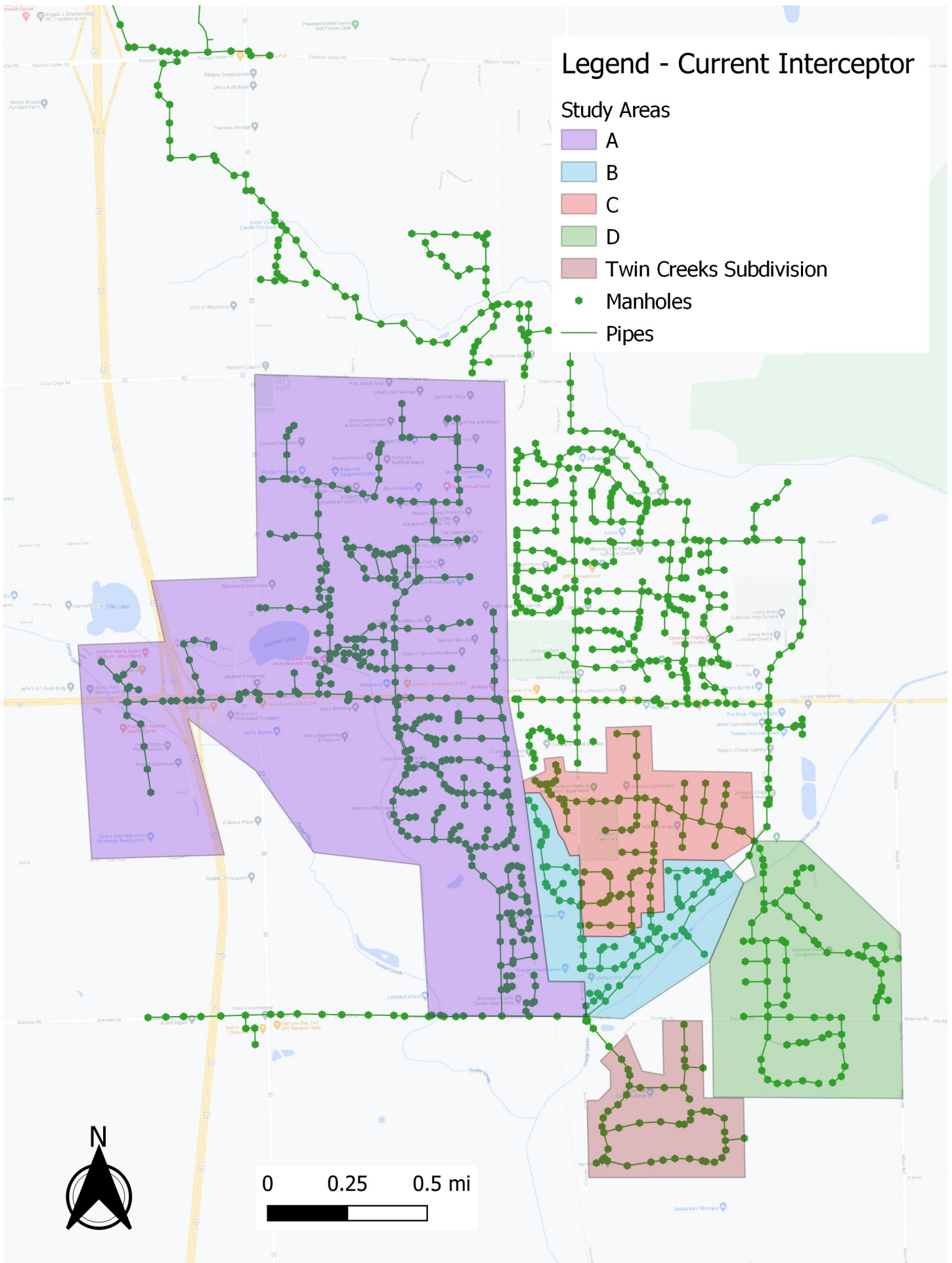


FIGURE 3 — 2015 INTERCEPTOR STUDY AREA

DATE		REVISION		TSN		DATE		COM.		8-24-96		B410B		K:\CAD\841\84108\8410803.dwg		1500	
SURVEY		DRAWN		DESIGNED		APPROVED		DATE		COM.		8-24-96		B410B		K:\CAD\841\84108\8410803.dwg	
Engineers & Architects		Bonestroo		Rose		Anders		Associates		St. Paul, Minnesota		Mequon, Wisconsin		84108		84108	
VILLAGE OF JACKSON		INTERCEPTOR STUDY AREA		FIGURE 3		SHEET		OF		84108		84108		84108		84108	



Legend - Current Interceptor

Study Areas

- A
- B
- C
- D
- Twin Creeks Subdivision
- Manholes
- Pipes



0 0.25 0.5 mi



DRAFT Minutes
Board of Public Works Meeting
Tuesday, November 30, 2021 at 7:00 p.m.
Jackson Municipal Complex
Village Board Room
N168 W19851 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call

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

Members Present: Tr. Engelhardt, Tr. Matter, Tim Meffert, Steve Schoen and Gloria Teifke

Members Excused: Sarah Malchow

Staff Present: Administrator Jen Keller, Director of Public Works Brian Kober, and Clerk Jilline Dobratz

2. Approval of the Board of Public Works Minutes of October 26, 2021

Motion by Tim Meffert, second by Tr. Engelhardt to approve the Board of Public Works minutes of October 26, 2021.

Vote: 6 ayes, 0 nays. Motion carried.

3. Review of License Agreement to Farm Public Land – Robert Loduha

Director Kober reviewed the license agreement. Discussion ensued regarding "Term of Convenience" and financial loss reimbursement.

Motion by Chair Heckendorf, second by Steve Schoen to recommend Budget & Finance and Village Board approve the License Agreement to Farm Public Land – Robert Loduha in the amount of \$2,500.00 per year.

Vote: 4 ayes, 2 nays (Tr. Engelhardt and Tim Meffert). Motion carried.

4. Review of CSM for W198 N16876 Ridgeway Dr Lot Line Correction

Director Kober gave background information on the Certified Survey Map (CSM) correction. Both property owners have agreed to the CSM.

Motion by Tim Meffert, second by Tr. Matter to recommend Village Board approve CSM for W198 N16876 Ridgeway Dr Lot Line Correction.

Vote: 6 ayes, 0 nays. Motion carried.

5. Final Review of Water & Sewer Expansion Analysis – City Water

Director Kober commented this is the final draft of the analysis. In summary; Twin Creeks Lift Station is at capacity per the original design, the south sewer interceptor is at peak flow capacity and comparison of inverts indicate that some sort of lift station is needed to service areas southeast of Cedar Creek.

Motion by Tr. Engelhardt, second by Tim Meffert to recommend Village Board approve Final Review of Water & Sewer Expansion Analysis – City Water.

Vote: 6 ayes, 0 nays. Motion carried.

6. Funding for Urban NPS & Stormwater Management Program Grant

Director Kober stated two grants were applied for from the DNR. The Village received approval in the amount of \$30,153.00. The total project study cost is \$75,134.00. In order to receive the grant, the Village has to guarantee the remaining funding.

Motion by Chair Heckendorf, second by Tr. Engelhardt to recommend Budget & Finance and Village Board approve Funding for Urban NPS & Stormwater Management Program Grant in the amount of \$44,981.00.

Vote: 6 ayes, 0 nays. Motion carried.

7. Review of Service for Stormwater Pond Compliance – CDM Smith

Director Kober provided proposal and compliance information.

Motion by Chair Heckendorf, second by Tr. Engelhardt to recommend Budget & Finance and Village Board approve Service for Stormwater Pond Compliance – CDM Smith with pending fee schedule.

Vote: 6 ayes, 0 nays. Motion carried.

8. Changes to Village of Jackson Floodplain Zoning Ordinance

Director Kober reviewed the changes. This is required by the DNR.

Motion by Chair Heckendorf, second by Gloria Teifke to recommend Village Board approve Changes to the Village of Jackson Floodplain Zoning Ordinance.

Vote: 6 ayes, 0 nays. Motion carried.

9. Revised Pay Request #4 – 2019 Jackson Park Alley Project

Director Kober gave an update of the items that were corrected from the project.

Retainage will be held in the amount of \$3,852.79 for the Jackson Park Parking Lot drainage issue and \$2,000.00 for the Jackson Park Cul-de-Sac cracked curbing in the driveway. This will be the final payment.

Motion by Chair Heckendorf, second by Tim Meffert to recommend Budget & Finance and Village Board approve the final Revised Pay Request #4 – 2019 Jackson Park Alley Project in the amount of \$9,581.79

Vote: 6 ayes, 0 nays. Motion carried.

10. Pay Request #3 – Willow Ridge Reconstruction Project – Soper Companies

Director Kober provided a status update of the project.

Motion by Tr. Matter, second by Tr. Engelhardt to recommend Budget & Finance and Village Board approve Pay Request #3 – Willow Ridge Reconstruction Project – Soper Companies in the amount of \$238,128.22.

Vote: 6 ayes, 0 nays. Motion carried.

11. Purchase of SnowEx Liquid Spray System

Director Kober stated the remaining 2021 salt budget amount would be used for this purchase. The system would be used on heavily traveled lots, walks and roads.

Motion by Tim Meffert, second by Chair Heckendorf to recommend Budget & Finance and Village Board approve the Purchase of SnowEx Liquid Spray System in an amount not to exceed \$12,375.00.

Vote: 6 ayes, 0 nays. Motion carried.

12. Director of Public Works Report

Director Kober gave the report.

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

Vote: 6 ayes, 0 nays. Motion carried.

13. Citizens/Village Staff to Address the Board

Gloria Teifke commented on using the land behind the Municipal Complex for solar energy capabilities. Tim Meffert inquired on winter parking regulations.

14. Adjourn

Motion by Chair Heckendorf, second by Tim Meffert to adjourn.

Vote: 6 ayes, 0 nays. Meeting was adjourned at 8:35 p.m.

Respectfully submitted,

Jilline Dobratz, *CMC/WCPC*
Village Clerk

DATE: December 9, 2021
TO: Village Trustees of Jackson
FROM: Cory A. Scheidler / Ron Dalton / Kris Dressler/ Doug Kroes
REGARDING: Jackson Municipal Complex – CONSTRUCTION UPDATE
PROJECT # J5789-002

Please find the following construction related update associated with the Jackson Municipal Complex contract for the last month:

CONSTRUCTION:

A. Construction Support/Administrative Activities:

1. Continued contractor coordination, on-site meetings and site reviews and punch list inspections.
2. Continue facilitation of monthly construction progress meetings.
3. Assisting Owner's staff with commissioning of building systems with related Contractor coordination.
4. Contractor Applications for Payment To-Date = \$10,861,309.63 (92% of Contract Amount)

B. Remaining Work Items:

1. HVAC Balancing
2. Lighting Control Settings / Occupancy/Vacancy Sensors
3. FD Resource Watch Room Door Close Mechanism – Additional Work Item
4. FD Chief Office Closet Door Replacement
5. Apparatus Bay Overhead/4 Fold Door Seals
6. Apparatus Bay Vehicle Exhaust Ventilation System: Equipment is delivered and stored offsite and that installation will occur following the completion of the epoxy floor installation.
7. Specified Parking Area Lighting.
8. Specified Building Exterior Lighting (Temporary Lights Currently Installed)
9. Police Dept. Mobile Storage Units – Ship date is 12/16/21 with installation scheduled for the following week.
10. Elevator final inspection
11. Punch list completion items/completion inspection coordination
12. Delivery of project completion documents: O&M Manuals, Record Drawings, etc.

SUMMARY:

- A. Furnishings are fully installed with a minimal amount of remaining items related to minor accessories and order corrections. Remaining furnishing items are experiencing delays related to supply chain uncertainties.
- B. Certain equipment/system installations such as systems requiring Electrical Components (temporary components installed within the interim) remain delayed due to unconfirmed

delivery dates related to current uncertainties within the supply chain. Coordination of delayed work items will occur with the respective staff.

- C. Certain Audio/Visual hardware components associated with the Training and Board rooms are on hold related to delayed delivery dates. Delayed components are currently expected to be delivered and installed within January/February.

CONSTRUCTION BUDGET STATUS:

Construction Budget (Const. Estimate + Contingency)	=	\$12,537,053
<u>Project to Date (PTD) Construction Contract Total</u>	=	<u>\$11,780,747</u>
PTD Construction Budget Balance	=	\$ 756,305
PTD Contract Total as Percent of Construction Budget	=	94.0%
PTD Change to Contract Total as Percent of Original Contract Amount	=	1.57%

TOTAL PROJECT BUDGET STATUS:

Total Project Budget (Borrowing)	=	\$14,286,526
Construction Contract Total to Date	=	\$11,780,774
Owner's Projected Expense Items Amount (Furnishings, Equip, IT, etc.)	=	\$1,420,751
A/E / Soft Cost Estimate	=	\$980,486
Project Budget Balance	=	\$104,515
Percent of Project Budget Allocated To-Date	=	99.3%