



VILLAGE OF JACKSON VILLAGE BOARD MEETING AGENDA

Tuesday, June 11, 2024 at 7:30 PM

(Or immediately following the Budget & Finance Committee)

Jackson Municipal Complex

Village Board Room

N168W19851 Main Street

Jackson, WI 53037

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Ceremonial Swearing In of Logan Speaks, Jackson Police Department
4. Public Hearings
 - a. Resolution #24-15 Resolution for Adoption of a Jackson Sanitary Sewer Service Area Amendment
 - b. 2023 Jackson Water Utility Consumer Confidence Report
5. Village Citizen Comment on an Agenda Item (Please sign-in with the Clerk prior to speaking. Please note this is the Village Board's monthly business meeting, not a public hearing. People wishing to speak on an item on the agenda should present their comments under this agenda item. Each commenter will be limited to a total of 2 minutes.)
6. Consent Agenda
 - a. Approval of Minutes for the Village Board Meeting of May 14, 2024
 - b. Resolution #24-13 Accepting Funds from the Washington County Roadway Shared Services Grant Program
 - c. Resolution #24-14 Resolution Adopting the 2023 Compliance Maintenance Annual Report for the Jackson Wastewater Treatment Facility
 - d. Resolution #24-17 Resolution Approving Additional Election Officials for 2024-2025
 - e. Appointment of Patrick Pryor, Citizen Member, to Residence Board
 - f. Oaks of Jackson Development Agreement No. 2 - Harbor Homes
7. Approval of Licenses for the Licensing Period of July 1, 2024 Through June 30, 2025
 - a. Liquor Licenses - Class "B" Fermented Malt Beverages & "Class B" Intoxicating Liquors:
 1. KHD Ltd. (dba Jimmy's Restaurant & Bar), N168 W21212 Main Street, Registered Agent: Angela Koutsios
 2. Jackson Pub LLC. (dba Jackson Pub), N168 W20594 Main Street, Registered Agent: Jon Zandi
 3. Pizza Station, Owner: Barbara Holtz, N168 W22224 S Main Street, Suite D, Registered Agent: Barbara Holtz

b. Liquor Licenses - Class "A" Fermented Malt Beverages & "Class A" Intoxicating Liquors:

1. Fox Bros. Piggly Wiggly, Inc. (dba Piggly Wiggly), W194 N16774 Eagle Drive, Registered Agent: Michael Olwig
2. J&M, LTD (dba Village Mart), W213 N16770 Glen Brooke Drive, Registered Agent: John Kruepke
3. K & A Petroleum, LLC (dba East Side Mart), N168 W19490 Main Street, Registered Agent: Kurt Kruepke
4. K & A Petroleum, LLC (dba Main Street Mart), N168 W22224 Main Street, Registered Agent: Kurt Kruepke
5. Walgreens Co. (dba Walgreens), N168 W21330 Main Street, Registered Agent: Johnathan Porkert

c. Cigarette/Tobacco/Vape Licenses:

1. Walgreens Co. (dba Walgreens), N168 W21330 Main Street, Registered Agent: Johnathan Porkert
2. The Supply Plus (dba TruVibe), W213 N16806 Industrial Drive, Registered Agent: Zachary Rozenboom
3. Fox Bros. Piggly Wiggly, Inc. (dba Piggly Wiggly), W194 N16774 Eagle Drive, Registered Agent: Michael Olwig
4. J&M, LTD (dba Village Mart), W213 N16770 Glen Brooke Drive, Registered Agent: John Kruepke
5. K & A Petroleum, LLC (dba East Side Mart), N168 W19490 Main Street, Registered Agent: Kurt Kruepke
6. K & A Petroleum, LLC (dba Main Street Mart), N168 W22224 Main Street, Registered Agent: Kurt Kruepke

d. Hotel/Motel Licenses:

1. Jackson Main Street Motel, W208 N16831 N. Center Street, Owner: Larry Hamlin
2. AMA Hospitality, Inc. (dba Comfort inn & Suites), W227 N16890 Tillie Lake Court, Owner: AMA Hospitality Inc., Corporate Agent: Alkesh Patel

e. Tattoo/Piercing Establishment Licenses:

1. Desire to Inspire Salon LLC, W194 N16727 Eagle Drive, Suite D, Owner: Sara Dornbrook

f. Tattoo/Piercing Operator Licenses:

1. Sara Dornbrook, Place of Employment: Desire to Inspire Salon LLC, W194 N16727 Eagle Drive, Suite D

8. Ordinance #24-06 Amending Ordinance Section 30-1 of the Village of Jackson Pertaining to Offenses Against State Laws Subject to Forfeiture
9. Ordinance #24-07 Repealing Section 20-38 of Chapter 20, Article III of the Municipal Code of the Village of Jackson Pertaining to Residency at the Time of Most Recent Offense

10. Budget and Finance Committee
 - a. Pay Request #3 - Water Wastewater Tertiary Filters & Disinfection Project - JH Hassinger, in the Amount of \$31,350.00
 - b. Pay Request #5 - STH 60 Street Lighting Project - Wil-Surge, in the Amount of \$35,140.40
 - c. Resolution #24-16 Resolution Authorizing the Issuance and Sale of \$5,775,000 General Obligation Promissory Notes, Series 2024A
 - d. 2024 Schedule to Prepare the 2025 Municipal Budget and Update the Financial Management Plan
11. Board of Public Works
 - a. Resolution #24-15 Resolution for Adoption of a Jackson Sanitary Sewer Service Area Amendment
 - b. Review of the 2023 Jackson Water Utility Consumer Confidence Report
12. West Bend School District
13. Washington County Board Report
14. Greater Jackson Business Alliance
15. Mid-Moraine Municipal Association Report
16. Adjourn

Persons with disabilities requiring special accommodations for attendance at the meeting should contact the Administration Department at the Jackson Municipal Complex at least one (1) business day prior to the meeting.

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

RESOLUTION #24-15

RESOLUTION FOR ADOPTION OF A JACKSON SANITARY SEWER SERVICE AREA AMENDMENT

The Village Board of the Village of Jackson, Washington County, Wisconsin, does resolve as follows:

WHEREAS, the Southern Wisconsin Regional Planning Commission (SEWRPC), working in cooperation with the Village of Jackson has prepared an amendment to the sanitary sewer service area for the Jackson area; and

WHEREAS, the amendment is set forth in a SEWRPC document entitled, *Amendment to the Regional Water Quality Management Plan, Village of Jackson*, dated _____, 2024; and

WHEREAS, the Village of Jackson concurs with the amended sanitary sewer service area set forth in the aforementioned DEWRPC document entitled, *Amendment to the Regional Water Quality Management Plan, Village of Jackson*, dated _____, 2024; and

NOW, THEREFORE, BE IT RESOLVED, by the Village of Jackson Board of Trustees that the Village does hereby adopts the SEWRPC document entitled, *Amendment to the Regional Water Quality Management Plan, Village of Jackson*, dated _____, 2024, as a guide for the provision of sanitary sewer service within the Jackson area; and

BE IT FURTHER RESOLVED THAT the Village of Jackson transmit a certified copy of this Resolution to the Southeastern Wisconsin Regional Planning Commission.

Introduced by: _____

Seconded by: _____

Vote: ____ Ayes ____ Nays

Passed and Approved: _____

Brian Heckendorf – Village President

Attest: _____
Anastasia Gonstead - Village Clerk

Proof of Posting:

I the undersigned, certify that I posted this Resolution on posting boards at the Jackson Municipal Complex, Post Office, and one other location in the Village.

Village Official

Date

2135 Highland Road
Jackson, WI 53037
July 10, 2023

Ms. Jen Keller
Jackson Administrator
N168W19851 Main Street
Jackson, WI 53037

Dear Jen Keller,

Thank you for taking the time to meet with us to discuss the process of getting sewer and water to our property.

We would like to ask you to request that SEWRPC make a boundary amendment to include our property. This new boundary would include the property on the northeast corner of Highway 60 and Eagle Drive. The property would include Parcel 5 (3.80 acres) and Parcel 6 (4.06 acres). On a certified survey map, the location of the property is described as being part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 17, Town 10 North, Range 20 East, in the town of Jackson, Washington County, Wisconsin.

Thank you for your assistance in getting this boundary amended.

Sincerely,

Bob and Andrea Loduha

From: Heckel, Donald P. <dheckel@sewrpc.org>

Sent: Tuesday, March 19, 2024 9:08 AM

To: Jen Keller <jen.keller@villageofjacksonwi.gov>

Cc: Brian Kober <brian.kober@villageofjacksonwi.gov>; Dietl, Joel E. <joel.dietl@sewrpc.org>

Subject: Village of Jackson Sanitary Sewer Service Area Amendment

Good morning Jen –

Attached for your review and comment is a draft of the SEWRPC report (staff memorandum, maps, and Appendix A) for the Jackson SSA amendment request.

The following steps and a tentative schedule (per previous emails) are set forth below.

- **3-19-24:** SEWRPC staff to provide the draft report to Village staff for review and comment.
- **3-21-24:** VOJ Plan Commission reviews Resolution amending the future land use map. VOJ Noticing Class I Hearing – Staff publish a Class I public hearing notice for an ordinance to be considered by VB to amend the future land use map in May (30 day notice requirement).
- **5-14-24:** Village Board hosts public hearing and considers adoption of ordinance amending the future land use map.
- **5-16-24 or 5-28-24:** VOJ Plan Commission or Board of Public Works (to be decided, it may be both) recommend Village Board approval of the request to amend the SSA and **PC authorizes staff to publish a public hearing notice.**
- **6-11-24:** Village Board hosts public hearing and then considers adopting an amendment.
- **8-6-24:** Planning and Research Committee review of the amendment.
- **9-11-24:** Full Commission review of the amendment.
- Amendment sent to DNR for approval NLT 9-25-24.

The above-noted schedule assumes there are no large changes or objections to the land use map amendment and SSA amendment requests.

Should you have any questions about this information, including the tentative schedule, please don't hesitate.

Thank you.



Don Heckel | Senior Planner
dheckel@sewrpc.org | 262.953.3238
sewrpc.org

Staff Memorandum

RESPONSE TO REQUEST BY THE VILLAGE OF JACKSON TO AMEND THE JACKSON SANITARY SEWER SERVICE AREA

March 19, 2024

INTRODUCTION

By email received August 11, 2023, Ms. Jen Keller, Village Administrator for the Village of Jackson, requested that the Southeastern Wisconsin Regional Planning Commission (Commission) amend the Jackson sanitary sewer service area, tributary to the Village of Jackson sewage treatment facility, as that area is currently documented in SEWRPC Community Assistance Planning Report No. 124 (2nd Edition), *Sanitary Sewer Service Area for the Village of Jackson and Environs, Washington County, Wisconsin*, dated September 1997, as amended. The basic purpose of the amendment would be to include within the planned sewer service area certain lands located immediately adjacent to, but outside, the currently adopted sewer service area.

AREA DESCRIPTION

As shown on Map 1, the area proposed to be added to the Jackson sewer service area encompasses approximately 8.7 acres and is located northeast of, and immediately adjacent to, the intersection of Eagle Drive and Main Street (STH 60) within the southeast quarter of U.S. Public Land Survey Section 17, Township 10 North, Range 20 East, Washington County, Wisconsin.

The subject area contains approximately 3.5 acres of environmentally significant lands, consisting of 2.4 acres of secondary environmental corridor (comprised of 1-percent-annual-probability (100-year recurrence interval) floodplain and wetlands), and approximately 1.1 acre of floodplain and a small, isolated wetland/stormwater pond located outside of the secondary environmental corridor.

Approximately 1.2 acres of the subject area is proposed to be developed for a commercial use as identified in the most recent Village of Jackson comprehensive plan amendment, which was adopted May 14, 2024. The remaining approximately four acres are comprised of existing institutional lands associated with the adjacent Living Word Lutheran School property and adjacent existing and proposed streets and highway uses.

A more detailed delineation of the amended sewer service area, and of the environmentally significant lands within, are shown on the aerial photograph reproduced as Map 2.

RELATIONSHIP OF THE PROPOSED CHANGE TO THE EXISTING SANITARY SEWER SERVICE AREA

The proposed addition of approximately 8.7 acres to the Jackson sewer service area represents an increase in the Jackson planned sewer service area of 1.9 percent. As noted above, the subject area is proposed for commercial use and includes existing governmental and institutional and existing and proposed streets and highway uses. As such, the resident population of the Jackson sewer service area is anticipated to remain unchanged. The estimated buildout population of the expanded sewer service area—that is, the population that could be accommodated under full development of the Jackson sanitary sewer service area—would continue to lie within the year 2050 population range for the Jackson sewer service area set forth in the regional land use and transportation plan (VISION 2050) of 11,570 to 15,160 persons.

WATER QUALITY IMPACTS

Under the adopted regional water quality management plan and the Jackson sewer service area plan, it is envisioned that all new urban development within the planned sewer service area would receive sanitary sewer service. Assuming that all applicable Federal, State, and local permits are obtained, and that proper site development and construction practices are employed, there should be no significant adverse water quality impacts attributable to the development of the planned sewer service area.

WASTEWATER TREATMENT PLANT CAPACITY

Wastewater from the commercial land use parcel proposed to be added to the SSA will be conveyed through the Village of Jackson sewerage system and treated at the Village of Jackson Wastewater Treatment Plant (WWTP). The WWTP has a design capacity of 1.69 million gallons per day (mgd) on an average annual basis. The current (2022) wastewater flow rate is approximately 1.27 mgd on an average annual basis. The anticipated sewage flow to be generated in the area proposed to be added to the Jackson sewer service area is expected to be approximately 0.001 mgd on an average annual basis. Thus, the WWTP has adequate capacity to treat sewage flows from the subject area.

PUBLIC REACTION TO THE PLAN AMENDMENT

A public hearing was held on____, at the Jackson Village Hall to receive public comment on, and reaction to, the proposed sewer service area amendment. The hearing was sponsored by the Village of Jackson and the Regional Planning Commission. A summary of the amendment was presented prior to receiving public comment.

(To be completed following the public hearing.)

LOCAL ACTION ON THE PLAN AMENDMENT

The Jackson Village Board approved the sewer service area amendment following the public hearing on ____.

(To be completed following the public hearing.)

REGIONAL HOUSING PLAN: JOB/HOUSING BALANCE

Appendix A provides job/housing balance information for the Village of Jackson developed under the Commission's regional housing plan. The inclusion of information from the regional housing plan in sewer service area amendment reports is based upon a regional housing plan recommendation (one of 50 recommendations made under the plan) that 1) The Commission provide the findings of the approximate job/housing balance analysis conducted under the regional housing plan to communities requesting an amendment of their sanitary sewer service area and 2) for those communities with a job/housing imbalance, that recommendations be provided to the community for their future consideration in addressing that imbalance. However, it is important to note that job/housing balance is not intended to be a requirement to be met by any individual sewer service area amendment.

CONCLUDING RECOMMENDATION

The Regional Planning Commission's evaluation of proposed sanitary sewer service area amendments includes a consideration of whether the amendment is consistent with the regional land use plan, the regional water quality

management plan, the provisions of the *Wisconsin Administrative Code* governing water quality management plans, and whether established procedures for amending sewer service areas have been followed.

- **Consistency with the Regional Land Use Plan**

The regional land use plan recommends that, in addition to the infilling and redevelopment of existing urban centers, new urban development within the Region be accommodated through the orderly expansion of existing urban centers in locations which can be readily served by basic urban facilities, including sanitary sewer service, with the overall amount of new urban development consistent with projected growth in population and the economic base. The regional land use plan further recommends the preservation of primary environmental corridors and that consideration be given to the preservation of secondary environmental corridors and isolated natural resource areas.

(To be completed following the public hearing.)

- **Consistency with the Regional Water Quality Management Plan**

The regional water quality management plan recommends that new urban development within the Region be provided with centralized sanitary sewer service. The plan designates a wastewater treatment plant to serve each of the urban centers within the Region that are identified in the regional land use plan. In the case at hand, the regional plan recommends that wastewater from the Jackson urban service area be conveyed to and treated at the Jackson wastewater treatment plant.

(To be completed following the public hearing.)

- **Consistency with Chapter NR 121 of the *Wisconsin Administrative Code***

Chapter NR 121 of the *Wisconsin Administrative Code* governs the preparation of areawide water quality management plans, including the component sewer service area plans. The code requires that sewer service areas be determined in a way that promotes cost-effective and environmentally sound wastewater collection and treatment and that is consistent with 20-year population projections. Under the code, sewer service area plans must identify lands that are to be excluded from sewer service because of physical or environmental constraints or potential adverse water quality impacts.

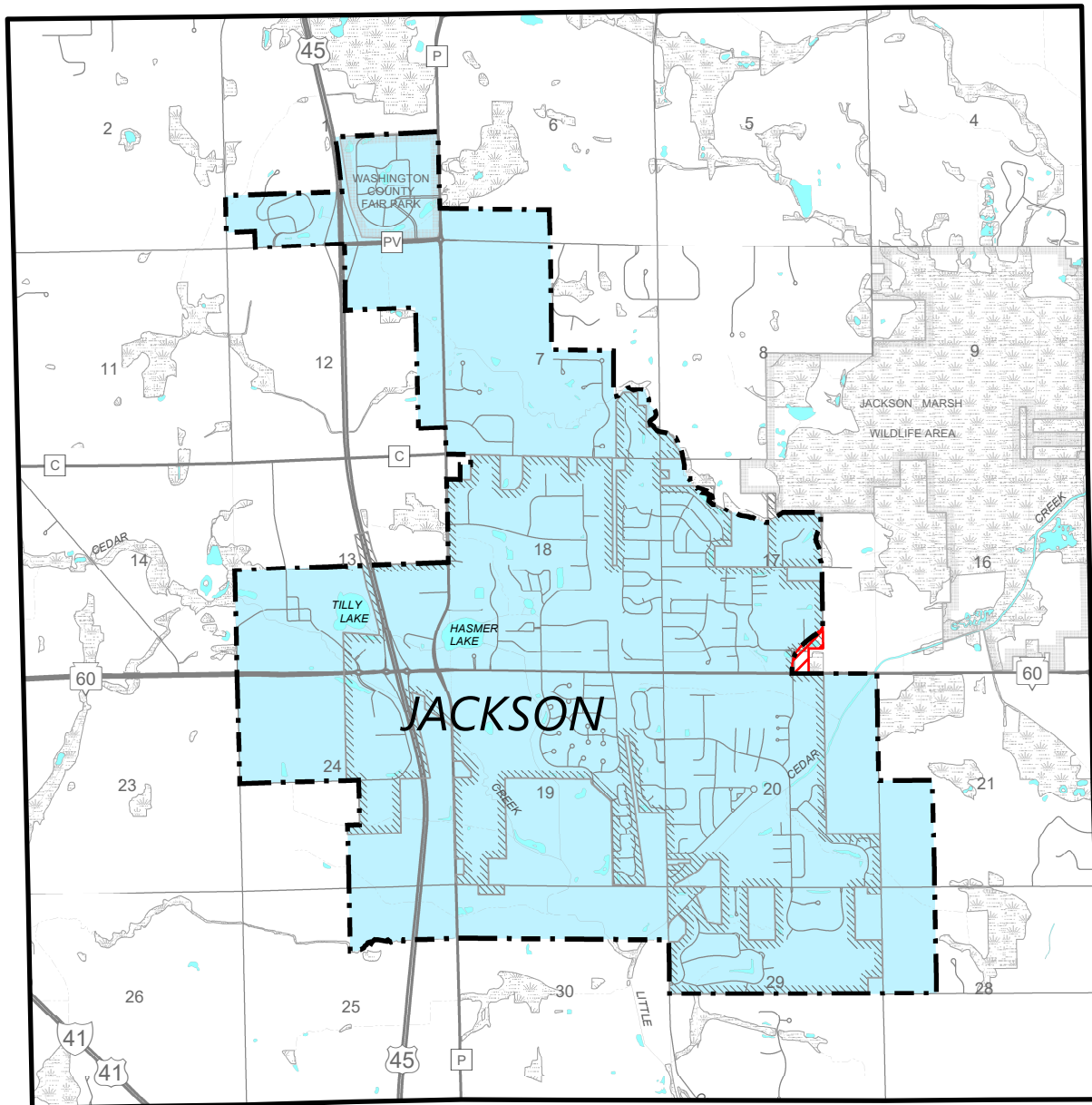
(To be completed following the public hearing.)

- **Consistency with Procedural Requirements**

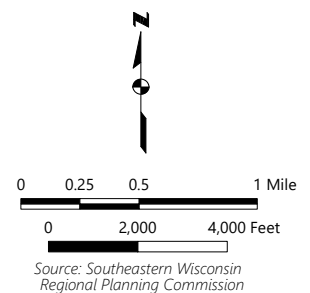
As carried out by the Regional Planning Commission, the sewer service area amendment process must begin with a request to the Commission from the appropriate local unit of government or government agency to process the amendment. A public hearing must be held on the proposed amendment; the hearing is jointly sponsored by the Regional Planning Commission and the requesting agency or unit of government. Subsequent to the public hearing, the requesting agency or unit of government must act to approve the amendment as presented at the hearing, approve a modified amendment, or deny the amendment. Only after approval by the requesting agency or unit of government will the proposed amendment be considered for adoption by the Regional Planning Commission as an amendment to the areawide water quality management plan.

(To be completed following the public hearing.)

Map 1 Proposed Amendment to the Village of Jackson Sanitary Sewer Service Area

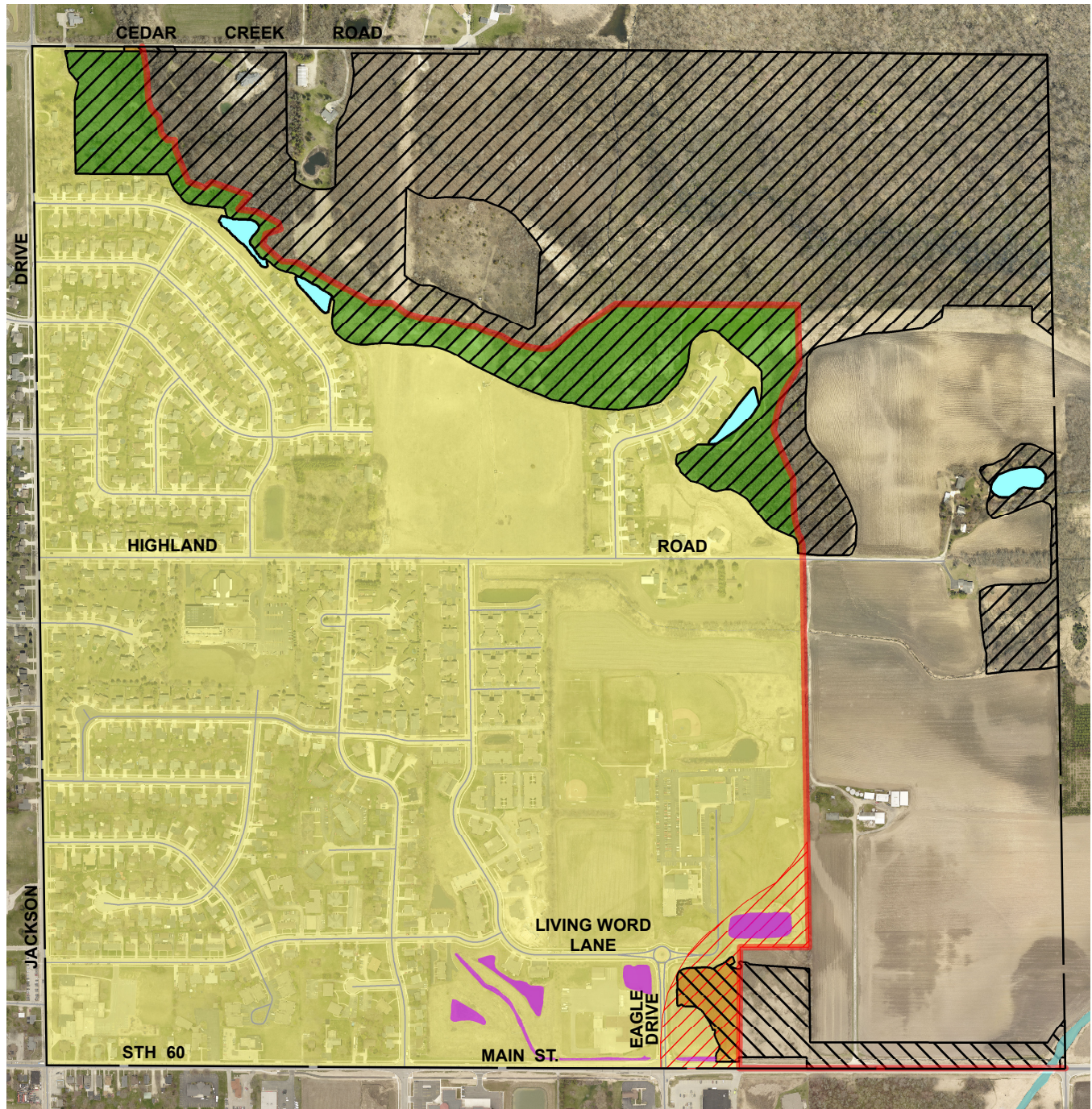


- VILLAGE OF JACKSON PLANNED SANITARY SEWER SERVICE AREA
- AREA TO BE ADDED TO THE VILLAGE OF JACKSON SEWER SERVICE AREA
- PLANNED SANITARY SEWER SERVICE AREA BOUNDARY
- MUNICIPAL BOUNDARY



Map 2
Environmentally Significant Lands and Planned Sanitary Sewer Service Area for the Village of Jackson

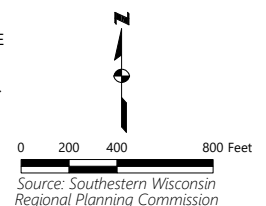
U.S. Public Land Survey Section 17
 Township 10 North, Range 20 East



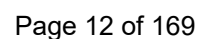
Photography Date: April/May 2022

- | | | | |
|---|---|---|--|
|  | PRIMARY ENVIRONMENTAL CORRIDOR |  | AREA TO BE ADDED TO THE VILLAGE OF JACKSON
SANITARY SEWER SERVICE AREA |
|  | SECONDARY ENVIRONMENTAL CORRIDOR | RESTRICTIONS ON SEWERED DEVELOPMENT | |
|  | WETLANDS AND SURFACE WATER AREAS LESS THAN
5 ACRES IN SIZE OUTSIDE ENVIRONMENTAL CORRIDORS |  | PRIMARY ENVIRONMENTAL CORRIDORS WITHIN THE PLANNED
SEWER SERVICE AREA: THE EXTENSION OF SEWERS TO SERVE
NEW DEVELOPMENT IS CONFINED TO LIMITED RECREATIONAL
AND INSTITUTIONAL USES AND RURAL-DENSITY RESIDENTIAL
DEVELOPMENT IN AREAS OTHER THAN WETLANDS, FLOODLANDS,
RIPARIAN BUFFERS, AND ADJACENT STEEP SLOPES. |
|  | SURFACE WATER WITHIN ENVIRONMENTAL CORRIDORS |  | PORTIONS OF THE SECONDARY ENVIRONMENTAL CORRIDORS
WITHIN THE PLANNED SANITARY SEWER SERVICE AREA WHICH ARE
COMPRISED OF WETLANDS, FLOODPLAINS, RIPARIAN BUFFERS,
AND/OR ADJACENT TO STEEP SLOPES: THE EXTENSION OF SEWERS
TO SERVE NEW DEVELOPMENT IN THESE AREAS IS NOT PERMITTED. |
|  | PLANNED SANITARY SEWER
SERVICE AREA BOUNDARY | | |
|  | PLANNED SANITARY SEWER SERVICE AREA | | |

NOTE: This map replaces a portion of Map 7-5, page 24, of SEWRPC Community Assistance Planning Report No. 124
 (2nd Edition), *Sanitary Sewer Service Area for the Village of Jackson, Washington County, Wisconsin*, September 1997.



Projected Job/Housing Imbalances in Sewered Communities in the Southeastern Wisconsin Region: 2035



Appendix A

REGIONAL HOUSING PLAN: JOB/HOUSING BALANCE ANALYSIS

On March 13, 2013, the Regional Planning Commission adopted a regional housing plan for the seven-county Southeastern Wisconsin Region. That plan is documented in SEWRPC Planning Report No. 54, *A Regional Housing Plan for Southeastern Wisconsin*, dated March 2013. The plan addresses a range of housing issues and concerns, including the balance between jobs and housing throughout the Region. The plan includes a generalized analysis of the “job/housing balance” for subareas of the Region. The regional housing plan recommends providing the findings of the job-housing analysis to communities seeking to amend their sanitary sewer service areas, with the intent to inform communities of any job/housing imbalance, and to encourage them to consider addressing the imbalance when they review and update their community comprehensive plan and zoning ordinance. Accordingly, the findings of that analysis are summarized in this appendix.

The job/housing analysis conducted under the regional housing study examined the relationship between jobs and housing that would exist in areas planned by local governments to be served by a public sanitary system, assuming implementation of adopted long-range comprehensive plans for those areas. For each sewered community, the analysis compared the projected relative shares of lower-cost, moderate-cost, and higher-cost housing¹ with the projected relative shares of lower-wage, moderate-wage, and higher-wage jobs,² respectively. Job/housing imbalances identified under this analysis are indicated on Map A.1. A “lower-cost” job/housing imbalance indicates a community projected to have a higher percentage of lower-wage jobs than lower-cost housing. A “moderate-cost” job/housing imbalance indicates a community projected to have a higher percentage of moderate-wage jobs than moderate-cost housing.

Map A.1 shows the Village of Jackson is projected to have a shortage of moderate-cost housing compared to moderate-wage jobs. The regional housing plan would encourage the Village to consider conducting a more detailed job/housing analysis specific to their community, with the community-level analysis considering community-specific wage data and housing price data. The community-specific analysis could also consider the effect of multiple workers in a household, which was not incorporated in the regional-level analysis.

¹ For purposes of the analysis, lower-cost housing generally includes multi-family dwellings and single- and two-family dwellings at densities of 6,000 square feet or less per dwelling unit; moderate-cost housing includes single- and two-family dwellings at densities of one dwelling per 6,000 to 20,000 square feet for homes constructed prior to 2000 and at densities of one dwelling per 6,000 to 10,000 square feet for housing constructed after 2000; and higher-cost housing includes the balance of the housing stock.

² For purposes of the analysis, lower-wage jobs include those with an average annual wage that is 80 percent or less than the average annual wage for all jobs in the county; moderate-wage jobs include those with an average annual wage between 80 percent and 135 percent of average annual wage for all jobs in the county; and higher-wage jobs include those with an average annual wage that is 135 percent or more of the annual average wage for all jobs in the county.

The regional housing plan further recommends that communities which are demonstrated to have a job/housing imbalance following a community-specific analysis consider making changes to their comprehensive plan and zoning ordinance, as appropriate, to enable the provision of housing suitable for the people holding jobs in their community. Actions to address a moderate-cost job/housing imbalance could include modifying the comprehensive plan to permit some single-family residences on smaller lots (1/4 acre or less) and of modest square footage (1,200 square feet). Actions to address a lower-cost job/housing imbalance could include modifying the comprehensive plan to permit some modest multi-family housing (density of about 10 housing units per acre and 800 to 850 square feet per two bedroom apartment).

Additional information about the housing plan and the job/housing balance analysis is available on the SEWRPC website (www.sewrpc.org/sewrpc/housing.htm) or by contacting the SEWRPC staff.

SAMPLE

**A SUGGESTED RESOLUTION FOR ADOPTION OF A
JACKSON SANITARY SEWER SERVICE AREA AMENDMENT**

WHEREAS, the Southeastern Wisconsin Regional Planning Commission (SEWRPC), working in cooperation with the Village of Jackson, has prepared an amendment to the sanitary sewer service area for the Jackson area; and

WHEREAS, the amendment is set forth in a SEWRPC document entitled, *Amendment to the Regional Water Quality Management Plan, Village of Jackson*, dated ____ 2023; and

WHEREAS, the Village of Jackson concurs with the amended sanitary sewer service area set forth in the aforementioned SEWRPC document entitled *Amendment to the Regional Water Quality Management Plan, Village of Jackson*, dated ____ 2023.

NOW, THEREFORE, BE IT RESOLVED THAT the Village Board of the Village of Jackson, on the __th day of ____ 2023, hereby adopts the SEWRPC document entitled *Amendment to the Regional Water Quality Management Plan, Village of Jackson*, dated ____ 2023, as a guide for the provision of sanitary sewer service within the Jackson area; and

BE IT FURTHER RESOLVED THAT the Village transmit a certified copy of this Resolution to the Southeastern Wisconsin Regional Planning Commission.

#270222
DPH
9/22/23

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

W239 N1812 ROCKWOOD DRIVE • PO BOX 1607 • WAUKESHA, WI 53187-1607 • TELEPHONE (262) 547-6721

Serving the Counties of:

KENOSHA
MILWAUKEE
OZAUKEE
RACINE
WALWORTH
WASHINGTON
WAUKESHA



Staff Memorandum

RESPONSE TO REQUEST BY THE VILLAGE OF JACKSON TO AMEND THE JACKSON SANITARY SEWER SERVICE AREA

May 23, 2024

INTRODUCTION

By email received August 11, 2023, Ms. Jen Keller, Village Administrator for the Village of Jackson, requested that the Southeastern Wisconsin Regional Planning Commission (Commission) amend the Jackson sanitary sewer service area, tributary to the Village of Jackson sewage treatment facility, as that area is currently documented in SEWRPC Community Assistance Planning Report No. 124 (2nd Edition), *Sanitary Sewer Service Area for the Village of Jackson and Environs, Washington County, Wisconsin*, dated September 1997, as amended. The basic purpose of the amendment would be to include within the planned sewer service area certain lands located immediately adjacent to, but outside, the currently adopted sewer service area.

AREA DESCRIPTION

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The subject area contains approximately 3.5 acres of environmentally significant lands, consisting of 2.4 acres of secondary environmental corridor (comprised of 1-percent-annual-probability (100-year recurrence interval) floodplain and wetlands), and approximately 1.1 acre of floodplain and a small, isolated wetland/stormwater pond located outside of the secondary environmental corridor.

Approximately 1.2 acres of the subject area is proposed to be developed for commercial use as identified in the most recent Village of Jackson comprehensive plan amendment, which was adopted May 14, 2024. The remaining approximately four acres are comprised of existing institutional lands associated with the adjacent Living Word Lutheran School property and adjacent existing and proposed streets and highway uses.

A more detailed delineation of the amended sewer service area, and of the environmentally significant lands within, are shown on the aerial photograph reproduced as Map 2.

RELATIONSHIP OF THE PROPOSED CHANGE TO THE EXISTING SANITARY SEWER SERVICE AREA

The proposed addition of approximately 8.7 acres to the Jackson sewer service area represents an increase in the Jackson planned sewer service area of 1.9 percent. As noted above, the subject area is proposed for commercial use and includes existing governmental and institutional and existing and proposed streets and highway uses. As such, the resident population of the Jackson sewer service area is anticipated to remain unchanged. The estimated buildout population of the expanded sewer service area—that is, the population that could be accommodated under full development of the Jackson sanitary sewer service area—would continue to lie within the year 2050 population range for the Jackson sewer service area set forth in the regional land use and transportation plan (VISION 2050) of 11,570 to 15,160 persons.

WATER QUALITY IMPACTS

Under the adopted regional water quality management plan and the Jackson sewer service area plan, it is envisioned that all new urban development within the planned sewer service area would receive sanitary sewer service. Assuming that all applicable Federal, State, and local permits are obtained, and that proper site development and construction practices are employed, there should be no significant adverse water quality impacts attributable to the development of the planned sewer service area.

WASTEWATER TREATMENT PLANT CAPACITY

Wastewater from the commercial land use parcel proposed to be added to the SSA will be conveyed through the Village of Jackson sewerage system and treated at the Village of Jackson Wastewater Treatment Plant (WWTP). The WWTP has a design capacity of 1.69 million gallons per day (mgd) on an average annual basis. The current (2022) wastewater flow rate is approximately 1.27 mgd on an average annual basis. The anticipated sewage flow to be generated in the area proposed to be added to the Jackson sewer service area is expected to be approximately 0.001 mgd on an average annual basis. Thus, the WWTP has adequate capacity to treat sewage flows from the subject area.

PUBLIC REACTION TO THE PLAN AMENDMENT

A public hearing was held on _____, at the Jackson Village Hall to receive public comment on, and reaction to, the proposed sewer service area amendment. The hearing was sponsored by the Village of Jackson and the Regional Planning Commission. A summary of the amendment was presented prior to receiving public comment.

(To be completed following the public hearing.)

LOCAL ACTION ON THE PLAN AMENDMENT

The Jackson Village Board approved the sewer service area amendment following the public hearing on _____.

(To be completed following the public hearing.)

REGIONAL HOUSING PLAN: JOB/HOUSING BALANCE

Appendix A provides job/housing balance information for the Village of Jackson developed under the Commission's regional housing plan. The inclusion of information from the regional housing plan in sewer service area amendment reports is based upon a regional housing plan recommendation (one of 50 recommendations made under the plan) that 1) The Commission provide the findings of the approximate job/housing balance analysis conducted under the regional housing plan to communities requesting an amendment of their sanitary sewer service area and 2) for those communities with a job/housing imbalance, that recommendations be provided to the community for their future consideration in addressing that imbalance. However, it is important to note that job/housing balance is not intended to be a requirement to be met by any individual sewer service area amendment.

CONCLUDING RECOMMENDATION

The Regional Planning Commission's evaluation of proposed sanitary sewer service area amendments includes a consideration of whether the amendment is consistent with the regional land use plan, the regional water quality management plan, the provisions of the *Wisconsin Administrative Code* governing water quality management plans, and whether established procedures for amending sewer service areas have been followed.

- **Consistency with the Regional Land Use Plan**

The regional land use plan recommends that, in addition to the infilling and redevelopment of existing urban centers, new urban development within the Region be accommodated through the orderly expansion of existing urban centers in locations which can be readily served by basic urban facilities, including sanitary sewer service, with the overall amount of new urban development consistent with projected growth in population and the economic base. The regional land use plan further recommends the preservation of primary environmental corridors and that consideration be given to the preservation of secondary environmental corridors and isolated natural resource areas.

(To be completed following the public hearing.)

- **Consistency with the Regional Water Quality Management Plan**

The regional water quality management plan recommends that new urban development within the Region be provided with centralized sanitary sewer service. The plan designates a wastewater treatment plant to serve each of the urban centers within the Region that are identified in the regional land use plan. In the case at hand, the regional plan recommends that wastewater from the Jackson urban service area be conveyed to and treated at the Jackson wastewater treatment plant.

(To be completed following the public hearing.)

- **Consistency with Chapter NR 121 of the *Wisconsin Administrative Code***

Chapter NR 121 of the *Wisconsin Administrative Code* governs the preparation of areawide water quality management plans, including the component sewer service area plans. The code requires that sewer service areas be determined in a way that promotes cost-effective and environmentally sound wastewater collection and treatment and that is consistent with 20-year population projections. Under the code, sewer service area plans must identify lands that are to be excluded from sewer service because of physical or environmental constraints or potential adverse water quality impacts.

(To be completed following the public hearing.)

- **Consistency with Procedural Requirements**

As carried out by the Regional Planning Commission, the sewer service area amendment process must begin with a request to the Commission from the appropriate local unit of government or government agency to process the amendment. A public hearing must be held on the proposed amendment; the hearing is jointly sponsored by the Regional Planning Commission and the requesting agency or unit of government. Subsequent to the public hearing, the requesting agency or unit of government must act to approve the amendment as presented at the hearing, approve a modified amendment, or deny the amendment. Only after approval by the requesting agency or unit of government will the proposed amendment be considered for adoption by the Regional Planning Commission as an amendment to the areawide water quality management plan.

(To be completed following the public hearing.)

JED/DPH/mid
3/18/2024; 3/13/2024; 2/27/20024; 2/15/2024
#272008

Staff Memorandum

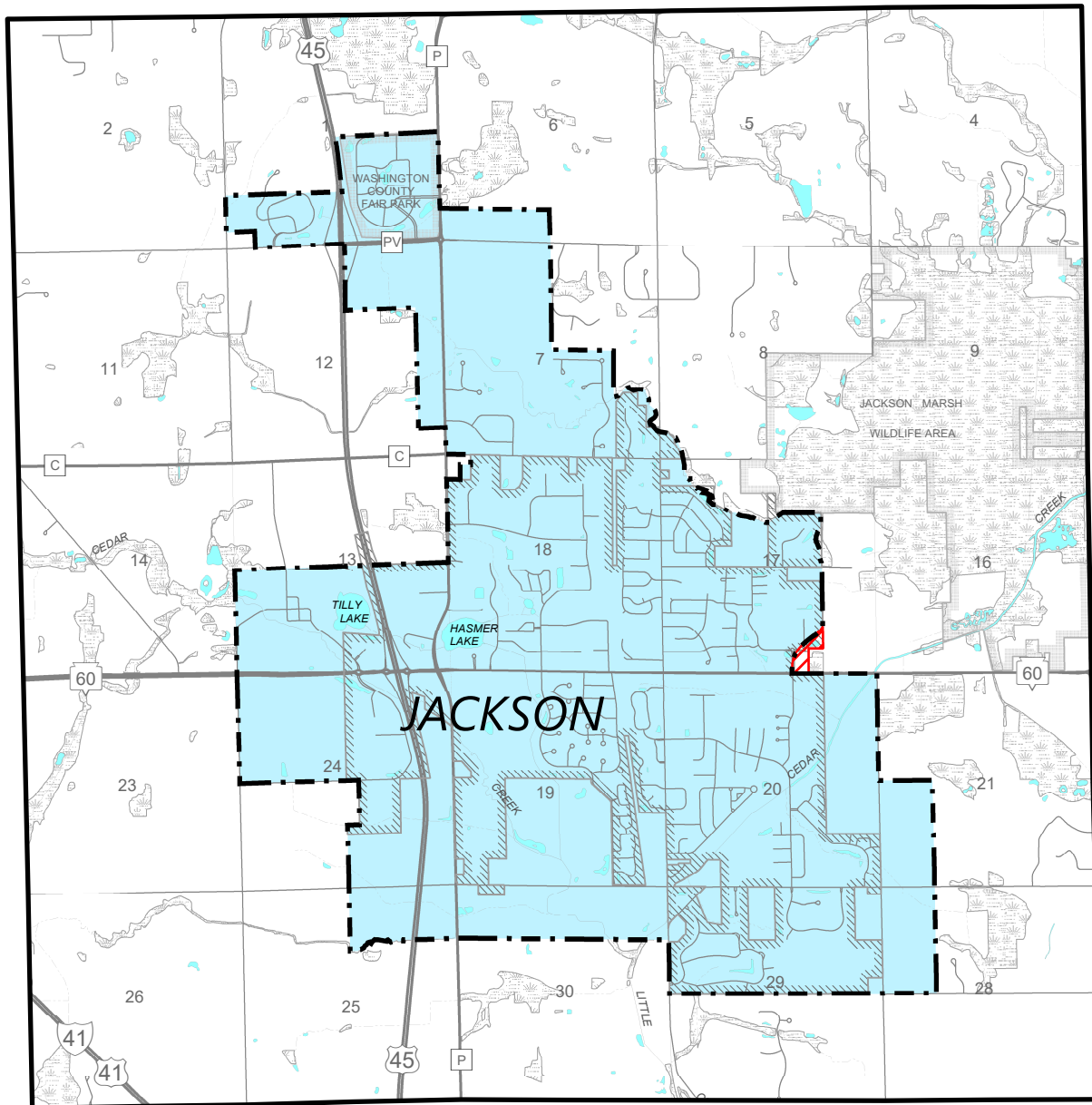
**RESPONSE TO REQUEST BY THE VILLAGE OF JACKSON
TO AMEND THE JACKSON SANITARY SEWER SERVICE AREA**

May 23, 2024

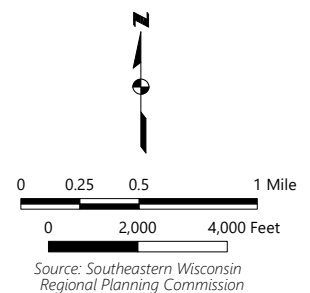
MAPS

Map 1

Proposed Amendment to the Village of Jackson Sanitary Sewer Service Area

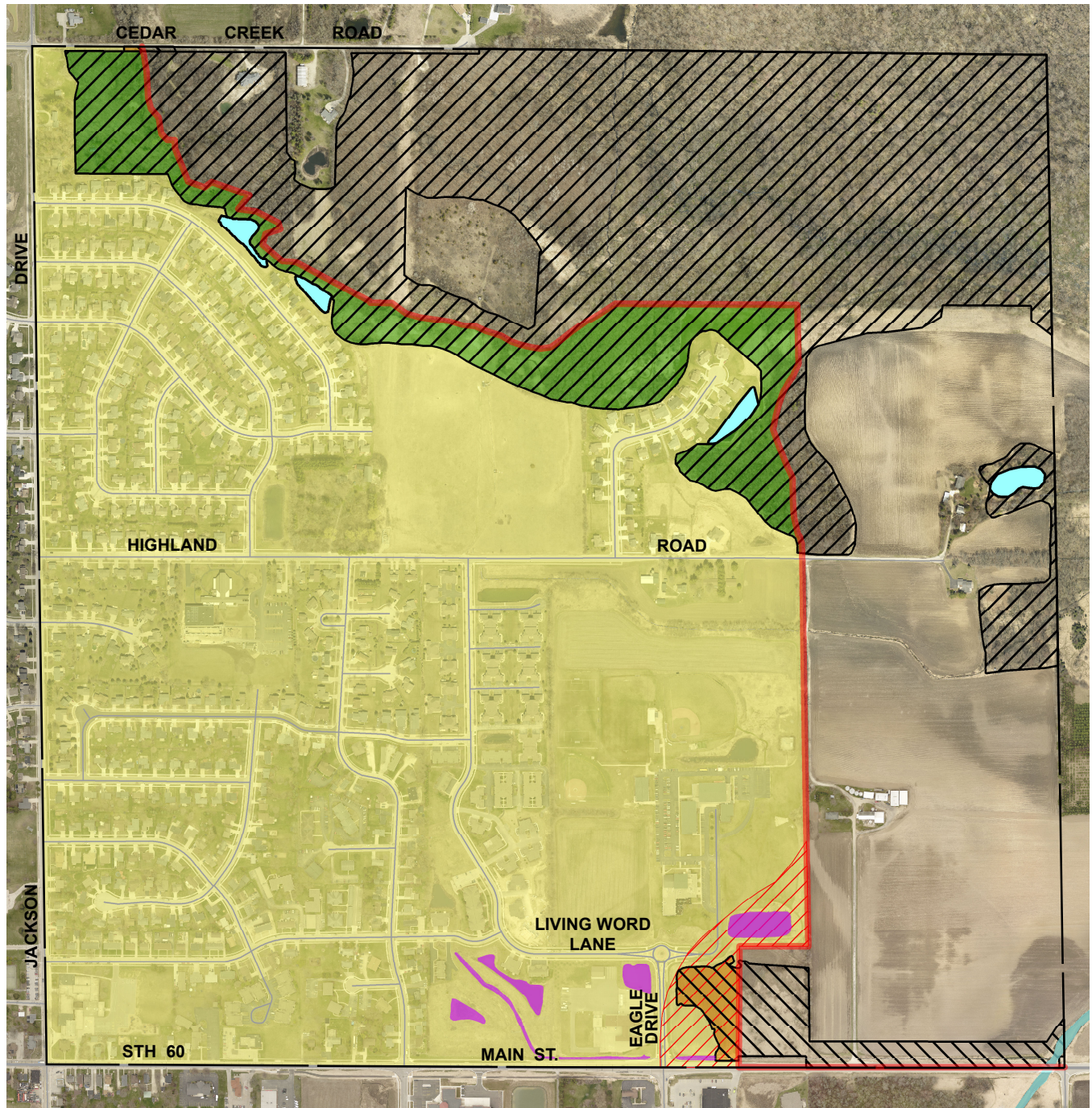


- VILLAGE OF JACKSON PLANNED SANITARY SEWER SERVICE AREA
- AREA TO BE ADDED TO THE VILLAGE OF JACKSON SEWER SERVICE AREA
- PLANNED SANITARY SEWER SERVICE AREA BOUNDARY
- MUNICIPAL BOUNDARY



Map 2
Environmentally Significant Lands and Planned Sanitary Sewer Service Area for the Village of Jackson

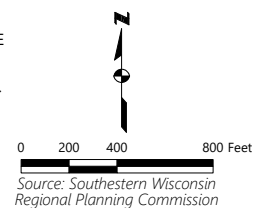
U.S. Public Land Survey Section 17
 Township 10 North, Range 20 East



Photography Date: April/May 2022

- | | | | |
|---|---|---|--|
|  | PRIMARY ENVIRONMENTAL CORRIDOR |  | AREA TO BE ADDED TO THE VILLAGE OF JACKSON
SANITARY SEWER SERVICE AREA |
|  | SECONDARY ENVIRONMENTAL CORRIDOR | RESTRICTIONS ON SEWERED DEVELOPMENT | |
|  | WETLANDS AND SURFACE WATER AREAS LESS THAN
5 ACRES IN SIZE OUTSIDE ENVIRONMENTAL CORRIDORS |  | PRIMARY ENVIRONMENTAL CORRIDORS WITHIN THE PLANNED
SEWER SERVICE AREA: THE EXTENSION OF SEWERS TO SERVE
NEW DEVELOPMENT IS CONFINED TO LIMITED RECREATIONAL
AND INSTITUTIONAL USES AND RURAL-DENSITY RESIDENTIAL
DEVELOPMENT IN AREAS OTHER THAN WETLANDS, FLOODLANDS,
RIPARIAN BUFFERS, AND ADJACENT STEEP SLOPES. |
|  | SURFACE WATER WITHIN ENVIRONMENTAL CORRIDORS |  | PORTIONS OF THE SECONDARY ENVIRONMENTAL CORRIDORS
WITHIN THE PLANNED SANITARY SEWER SERVICE AREA WHICH ARE
COMPRISED OF WETLANDS, FLOODPLAINS, RIPARIAN BUFFERS,
AND/OR ADJACENT TO STEEP SLOPES: THE EXTENSION OF SEWERS
TO SERVE NEW DEVELOPMENT IN THESE AREAS IS NOT PERMITTED. |
|  | PLANNED SANITARY SEWER
SERVICE AREA BOUNDARY | | |
|  | PLANNED SANITARY SEWER SERVICE AREA | | |

NOTE: This map replaces a portion of Map 7-5, page 24, of SEWRPC Community Assistance Planning Report No. 124
 (2nd Edition), *Sanitary Sewer Service Area for the Village of Jackson, Washington County, Wisconsin*, September 1997.



PRELIMINARY DRAFT

APPENDICES

Appendix A

REGIONAL HOUSING PLAN: JOB/HOUSING BALANCE ANALYSIS

On March 13, 2013, the Regional Planning Commission adopted a regional housing plan for the seven-county Southeastern Wisconsin Region. That plan is documented in SEWRPC Planning Report No. 54, *A Regional Housing Plan for Southeastern Wisconsin*, dated March 2013. The plan addresses a range of housing issues and concerns, including the balance between jobs and housing throughout the Region. The plan includes a generalized analysis of the “job/housing balance” for subareas of the Region. The regional housing plan recommends providing the findings of the job-housing analysis to communities seeking to amend their sanitary sewer service areas, with the intent to inform communities of any job/housing imbalance, and to encourage them to consider addressing the imbalance when they review and update their community comprehensive plan and zoning ordinance. Accordingly, the findings of that analysis are summarized in this appendix.

The job/housing analysis conducted under the regional housing study examined the relationship between jobs and housing that would exist in areas planned by local governments to be served by a public sanitary system, assuming implementation of adopted long-range comprehensive plans for those areas. For each sewered community, the analysis compared the projected relative shares of lower-cost, moderate-cost, and higher-cost housing¹ with the projected relative shares of lower-wage, moderate-wage, and higher-wage jobs,² respectively. Job/housing imbalances identified under this analysis are indicated on Map A.1. A “lower-cost” job/housing imbalance indicates a community projected to have a higher percentage of lower-wage jobs than lower-cost housing. A “moderate-cost” job/housing imbalance indicates a community projected to have a higher percentage of moderate-wage jobs than moderate-cost housing.

Map A.1 shows the Village of Jackson is projected to have a shortage of moderate-cost housing compared to moderate-wage jobs. The regional housing plan would encourage the Village to consider conducting a more detailed job/housing analysis specific to their community, with the community-level analysis considering community-specific wage data and housing price data. The community-specific analysis could also consider the effect of multiple workers in a household, which was not incorporated in the regional-level analysis.

¹ For purposes of the analysis, lower-cost housing generally includes multi-family dwellings and single- and two-family dwellings at densities of 6,000 square feet or less per dwelling unit; moderate-cost housing includes single- and two-family dwellings at densities of one dwelling per 6,000 to 20,000 square feet for homes constructed prior to 2000 and at densities of one dwelling per 6,000 to 10,000 square feet for housing constructed after 2000; and higher-cost housing includes the balance of the housing stock.

² For purposes of the analysis, lower-wage jobs include those with an average annual wage that is 80 percent or less than the average annual wage for all jobs in the county; moderate-wage jobs include those with an average annual wage between 80 percent and 135 percent of average annual wage for all jobs in the county; and higher-wage jobs include those with an average annual wage that is 135 percent or more of the annual average wage for all jobs in the county.

The regional housing plan further recommends that communities which are demonstrated to have a job/housing imbalance following a community-specific analysis consider making changes to their comprehensive plan and zoning ordinance, as appropriate, to enable the provision of housing suitable for the people holding jobs in their community. Actions to address a moderate-cost job/housing imbalance could include modifying the comprehensive plan to permit some single-family residences on smaller lots (1/4 acre or less) and of modest square footage (1,200 square feet). Actions to address a lower-cost job/housing imbalance could include modifying the comprehensive plan to permit some modest multi-family housing (density of about 10 housing units per acre and 800 to 850 square feet per two bedroom apartment).

Additional information about the housing plan and the job/housing balance analysis is available on the Commission website (www.sewrpc.org/sewrpc/housing.htm) or by contacting Commission staff.

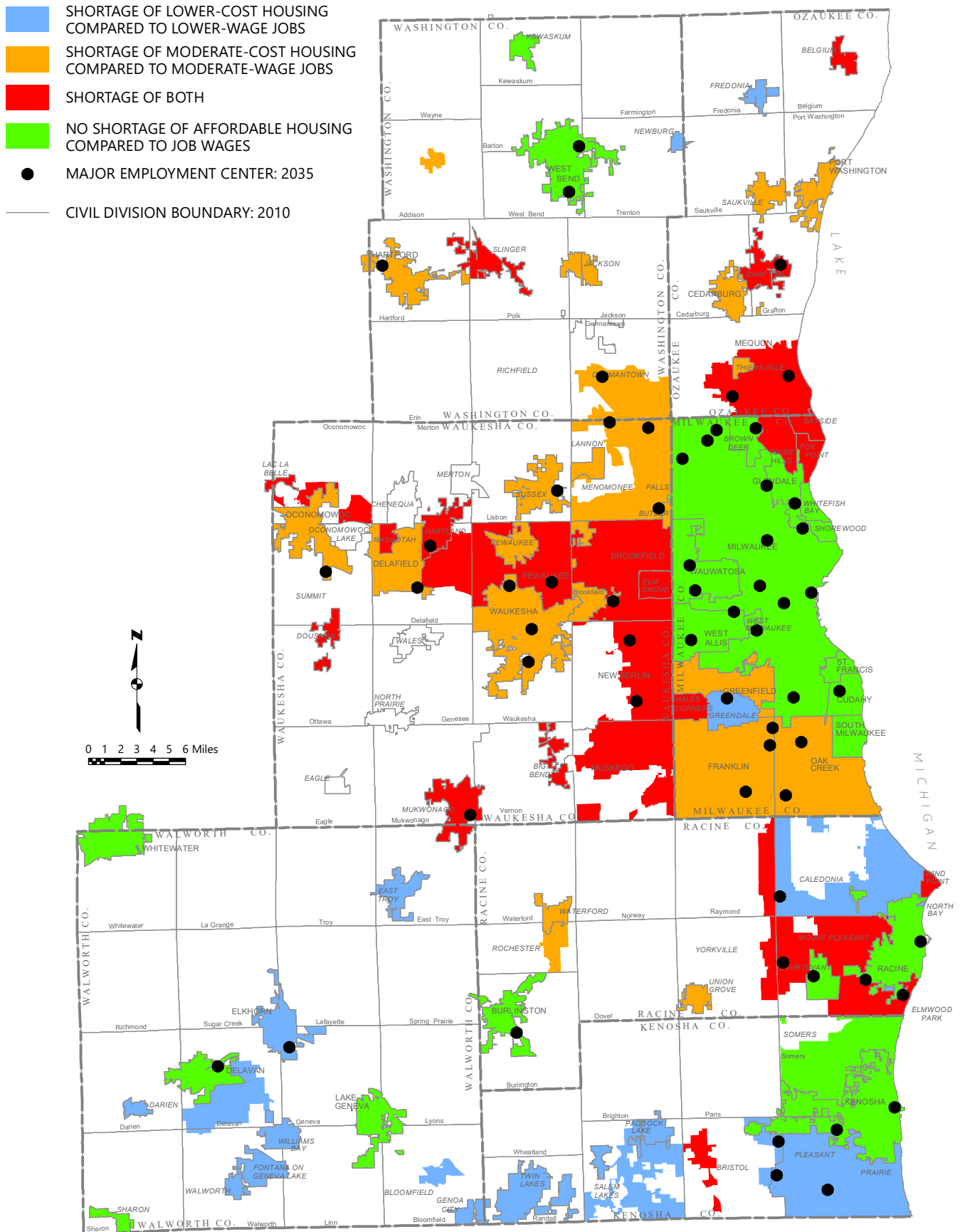
Appendix A

REGIONAL HOUSING PLAN: JOB/HOUSING BALANCE ANALYSIS

MAPS

Map A.1

Projected Job/Housing Imbalances in Sewered Communities in the Southeastern Wisconsin Region: 2035





Drinking Water Report

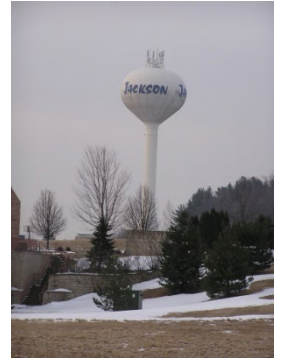
2023 Consumer Confidence Report

Jackson Water Utility

W194 N16660 Eagle Dr

Jackson, WI. 53037

jeff.kreutzinger@villageofjacksonwi.gov



The Jackson Water Utility is pleased to provide you with the 2023 Drinking Water Report. We want to keep you informed about the quality of water and services that are delivered to you every day. We are committed to serving our users by meeting the daily challenges of providing a safe and adequate supply of water in all circumstances.

WATER SOURCE - 100% ground water, obtained from five (5) active producing wells, which two (2) of the wells are artesian flowing. Other facilities include two (2) water towers for a combined storage capacity of 750,000 gallons and one (1) booster station. The utility uses chlorine as a disinfecting agent and adds a blended phosphate to the drinking water. This blend of phosphates is a sequestering agent used to control red water, discoloration, scale deposits, and corrosion of watermains, service lines and plumbing. Phosphorus is a major component in a person's diet and is found in almost all foods. The National Sanitation Foundation and the Underwriters Laboratories approve this food grade formula for use in public drinking water. The utility also maintains a total of approximately 52 miles of water main and 3574 customers connected to those mains. In 2022, the water utility pumped a total of 222 million gallons of water.

HEALTH and EDUCATION – The sources of drinking water, both tap water and bottled water, include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels through the ground, it dissolves naturally occurring minerals, and in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. All sources of drinking water are subject to potential contamination by constituents that are naturally occurring or are manmade. Those constituents can be microbes, organic or inorganic chemicals, or radioactive materials. Please remember that the presence of these constituents does not necessarily pose a health risk. The *Jackson Water Utility* routinely monitors for constituents in your drinking water according to Federal and State laws. The following table shows the results of our monitoring as of December 31st, 2023. All drinking water may be reasonably expected to contain at least small amounts of some constituents. Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/ AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/ CDC guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbiological contaminants are available from the Safe Drinking Water Hotline 1-800-426-4791.

WATER SYSTEM INFORMATION AND OPPORTUNITIES FOR INPUT - The Jackson Water Utility is pleased to report that the drinking water is safe and meets federal and state requirements. If you have any questions about this report or your water utility, please contact *Brian Kober, P.E., Director of Public Works* or *Jeff Kreutzinger, Water Superintendent* at 262-677-0707 ext 214. The Jackson Water Utility wants the valued customers to be informed about their water utility. In the continuing efforts to maintain a safe and dependable water supply, there may be times necessary to make improvements to the water system. The costs of these improvements may be reflected in the rate structure. Rate adjustments may be necessary in order to address these improvements. Also, you are invited to attend any of our regularly scheduled Village Board meetings. Village board meets the second Tuesday of each month at 7:30 PM, and the Board of Public Works meets the last Tuesday of each month at 6:00 PM.

Thank you for allowing the Jackson Water Utility to continue providing you with clean, quality water. The Jackson Water Utility works around the clock to provide top quality water to every tap. We ask that all our customers help us protect our water sources, which is the heart of our community, our way of life and our children's future.

DEFINITIONS - In this table you will find many terms and abbreviations you might not be familiar with. To help you better understand these terms we've provided the following definitions:

Non-Detects (ND) - laboratory analysis indicates that the constituent is not present.

Parts per million (ppm) or Milligrams per liter (mg/ l) - one part per million corresponds to one minute in two years or a single penny in \$10,000.

Parts per billion (ppb) or Micrograms per liter (ug/ l) - one part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.

Parts per trillion (ppt) or Nanograms per liter (nanograms/l) - one part per trillion corresponds to one minute in 2,000,000 years, or a single penny in \$10,000,000,000.

Parts per quadrillion (ppq) or Picograms per liter (picograms/l) - one part per quadrillion corresponds to one minute in 2,000,000,000 years or one penny in \$10,000,000,000,000.

Picocuries per liter (pCi/L) - picocuries per liter is a measure of the radioactivity in water.

Millirems per year (mrem/yr) - measure of radiation absorbed by the body.

Million Fibers per Liter (MFL) - million fibers per liter is a measure of the presence of asbestos fibers that are longer than 10 micrometers.

Nephelometric Turbidity Unit (NTU) - nephelometric turbidity unit is a measure of the clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

Action Level (AL) the concentration of a contaminant, which, if exceeded, triggers treatment or other requirements that a water system must follow.

Treatment Technique (TT) - (mandatory language) A treatment technique is a required process intended to reduce the level of a contaminant in drinking water.

Maximum Contaminant Level - (mandatory language) The "Maximum Allowed" (MCL) is the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal - (mandatory language) The "Goal"(MCLG) is the level of a contaminant in drinking water below that there is no known or expected risk to health. MCLG's allow for a margin of safety.

Maximum residual disinfectant level – (MRDL) The highest level of disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfection is necessary for control of microbial contaminants.

Maximum residual disinfectant level goal – (MRDLG) The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLG's do not reflect the benefits of the use of disinfectants to control microbial contaminants.

MCL's are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect.

Total Coliform: The Total Coliform Rule (TCR) requires water systems to meet a stricter limit for coliform bacteria. Coliform bacteria are usually harmless, but their presence in water can be an indication of disease-causing bacteria. When coliform bacteria are found, special follow-up tests are done to determine if harmful bacteria are present in the water supply. If this limit is exceeded, the water supplier must notify the public by newspaper, television or radio. To comply with the stricter regulation, we have increased the average amount of chlorine in the distribution system.

Nitrates: As a precaution we always notify physicians and health care providers in this area if there is ever a higher than normal level of nitrates in the water supply.

Lead: Lead in drinking water is rarely the sole cause of lead poisoning, but it can add to a person's total lead exposure. All potential sources of lead in the household should be identified and removed, replaced or reduced.

Hardness: Water described as "hard" is high in dissolved minerals, specifically calcium and magnesium. Hard water is not a health risk, but a nuisance because of mineral buildup on plumbing fixtures and poor soap and/ or detergent performance.

What is the hardness level of Jackson's Municipal Water System? Jackson's water hardness is 22 grains/gallon or 380 parts/million; the iron content is 0.4 milligrams per liter or 1/2 part/million.

Detected Contaminants

Your water was tested for many contaminants last year. We are allowed to monitor for some contaminants less frequently than once a year. The following tables list only those contaminants which were detected in your water. If a contaminant was detected last year, it will appear in the following tables without a sample date. If the contaminant was not monitored last year, but was detected within the last 5 years, it will appear in the tables below along with the sample date.

Disinfection Byproducts

Contaminant (units)	Site	MCL	MCLG	Level Found	Range	Sample Date (if prior to 2023)	Violation	Typical Source of Contaminant
HAA5 (ppb)	B-11	60	60	1	1		No	By-product of drinking water chlorination
TTHM (ppb)	B-11	80	0	3.7	3.7		No	By-product of drinking water chlorination

Inorganic Contaminants

Contaminant (units)	Site	MCL	MCLG	Level Found	Range	Sample Date (if prior to 2023)	Violation	Typical Source of Contaminant
ARSENIC (ppb)		10	n/a	7	2 - 7		No	Erosion of natural deposits; Runoff from orchards; Runoff from glass and electronics production wastes
BARIUM (ppm)		2	2	0.079	0.066 - 0.079		No	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits
FLUORIDE (ppm)		4	4	0.2	0.2 - 0.2		No	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories

Contami- nant (units)	Site	MCL	MCLG	Level Found	Range	Sample Date (if prior to 2023)	Vio- la- tion	Typical Source of Contaminant
NICKEL (ppb)		100		1.4000	0.0000 - 1.4000		No	Nickel occurs naturally in soils, ground water and surface waters and is often used in electroplating, stain- less steel and alloy products.
NITRATE (N03-N) (ppm)		10	10	2.70	0.00 - 2.70		No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
SODIUM (ppm)		n/a	n/a	21.00	8.40 - 21.00		No	n/a

Contami- nant (units)	Action Level	MCLG	90th Percen- tile Level Found	# of Re- sults	Sample Date (if prior to 2023)	Vio- la- tion	Typical Source of Contaminant
COPPER (ppm)	AL=1.3	1.3				No	Corrosion of household plumbing systems; Erosion of natural depos- its; Leaching from wood preserva- tives
LEAD (ppb)	AL=15	0				No	Corrosion of household plumbing systems; Erosion of natural deposits

Radioactive Contaminants

Contaminant (units)	Site	MCL	MCLG	Level Found	Range	Sample Date (if prior to 2023)	Viola- tion	Typical Source of Contaminant
GROSS ALPHA, EXCL. R & U (pCi/l)		15	0	2.1	0.0 - 2.1	9/15/2020	No	Erosion of natural deposits
RADIUM, (226 + 228) (pCi/l)		5	0	1.3	0.0 - 1.3	9/15/2020	No	Erosion of natural deposits
COMBINED URA- NIUM (ug/l)		30	0	0.6	0.0 - 0.6	10/19/2020	No	Erosion of natural deposits

Additional Health Information

While your drinking water meets USEPA's standard for **arsenic**, it does contain low levels of arsenic. USEPA's standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. USEPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Jackson Waterworks is responsible for providing high quality drinking water but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at www.epa.gov/safewater/lead.

Other Compliance

Monitoring Violations

Description	Contaminant Group	Sample Location	Compliance Period Beginning	Compliance Period Ending
PBCU M/R Tap Follow/Routine	Lead and Copper	Distribution System	6/1/2023	9/30/2023

We are required to monitor your drinking water for specific contaminants on a regular basis. Results of regular monitoring are an indicator of whether or not your drinking water meets health standards. During the compliance period noted in the above table, we did not complete all monitoring or testing for the contaminant(s) noted, and therefore cannot be sure of the quality of your drinking water during that time.

Actions Taken

The Village of Jackson Water Utility is required by the DNR to take twenty (20) lead and copper samples every three (3) years from twenty (20) designated sites. One (1) sample was taken from a past site which was no approved site which caused the violation. Twenty (20) new samples will be taken 2024 to be in compliance with the lead and copper rule.

MINUTES
VILLAGE BOARD MEETING
Tuesday, May 14, 2024 at 7:30 PM
Village Board Meeting

1. Call to Order and Roll Call

The meeting was called to order at 7:30 PM by Pres. Heckendorf.

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

Members Excused: None

Members Absent: None

Staff Present: Administrator Jen Keller, Treasurer Darlene Smith, Police Chief Ryan Vossekuil, Fire Chief Aaron Swaney, Inspections & Zoning Director Collin Johnson, Public Works Director Brian Kober, Parks & Recreation Director Kelly Valentino, and Clerk Anastasia Gonstead.

2. Pledge of Allegiance

The Pledge of Allegiance was recited by those who were in attendance.

3. Ceremonial Swearing in of Curtis Minter, Jackson Fire Department

Clerk Gonstead performed the ceremonial swearing in of Curtis Minter.

4. Resolution #24-09 - Appreciation of Service to Ken Klumb - Jackson Fire Department

Pres. Heckendorf read aloud the entirety of Resolution #24-09.

The motion to approve Resolution #24-09 Appreciation of Service to Ken Klumb of the Jackson Fire Department was made by Pres. Heckendorf and seconded by Tr. Emmrich.

Vote: 7 ayes, 0 nays. Motion carried.

5. Resolution #24-10 - Appreciation of Service to Kurt Kruepke - Jackson Fire Department

Tr. Kruepke read aloud the entirety of Resolution #24-10.

The motion to approve Resolution #24-10 Appreciation of Service to Kurt Kruepke of the Jackson Fire Department was made by Tr. Kruepke and seconded by Pres. Heckendorf.

Vote: 7 ayes, 0 nays. Motion carried.

6. Public Hearings

- a. Ordinance #24-04 Revisions to the Adopted 2050 Comprehensive Plan for the Village of Jackson, Washington County, Wisconsin
- b. Conditional Use Request - Football Field Lighting - 2230 Living Word Lane - Living Word High School
- c. Ordinance #24-05 - Planned Unit Development Zoning District (PUD-06) and Site Plan Review for W223 N16601 Cedar Parkway - Rytex Corporation, LLC

Pres. Heckendorf opened the public hearings. None were present to speak to any of the listed public hearings.

- 7. Village Citizen Comment on an Agenda Item (Please sign-in with the Clerk prior to speaking. Please note this is the Village Board's monthly business meeting, not a public hearing. People wishing to speak on an item on the agenda should present their comments under this agenda item. Each commenter will be limited to a total of 2 minutes.)

Tiffany Washburn, resident at W197 N16925 Stonewall Drive #305, spoke on agenda item #12b. She expressed support of the Village pursuing an Employee Assistance Plan for staff.

- 8. Consent Agenda

- a. Approval of Minutes for the Village Board Meeting of April 9, 2024
- b. Approval of Minutes for the Annual Village Board Organizational Meeting of April 16, 2024
- c. Approval of Minutes for the Special Village Board Meeting of April 16, 2024
- d. Resolution #24-08 - Approving the Village of Jackson, Washington County, Wisconsin Adjusted Urban Area Boundary
- e. Resolution #24-11 - Accept Funds from Washington County Emergency Medical Services (EMS) & Fire Grant Program
- f. Resolution #24-12 - Resolution Providing for the Sale of Approximately \$5,775,000 General Obligation Promissory Notes, Series 2024B
- g. Washington County Brownfields Site Redevelopment Coalition Memorandum of Agreement Between Washington County and the Village of Jackson

The motion to approve the items contained in the consent agenda was made by Pres. Heckendorf and seconded by Tr. Wells.

Discussion: Tr. Engelhardt asked that item #8f be removed and considered separately.

The motion was amended by Pres. Heckendorf to approve consent agenda items #8a through 8e and #8g, and seconded by Tr. Wells.

Vote: 7 ayes, 0 nays. Motion carried.

The motion to approve consent agenda item #8f was made by Pres. Heckendorf and seconded by Tr. Kruepke. A roll vote was taken:

Pres. Heckendorf: Aye
Tr. Emmrich: Nay
Tr. Engelhardt: Nay
Tr. Olson: Aye
Tr. Kruepke: Aye
Tr. Matter: Nay
Tr. Wells: Aye

Vote: 4 ayes, 0 nays. Motion carried.

9. Budget and Finance Committee

a. Review of 2024 Front End Loader Purchase for Village Street Department

The motion to approve the purchase of the Case 621G2 front end loader, with the 84-month extended warranty, total cost not to exceed \$275,814.00, with \$230,314.00 of the total cost to come from ARPA funding and the remaining \$45,500.00 to come from the utilities budget was made by Pres. Heckendorf and seconded by Tr. Engelhardt.

Vote: 7 ayes, 0 nays. Motion carried.

b. Pay Request #1 - Water Wastewater Treatment Plant Tertiary Filters & Disinfection Project - JH Hassinger, in the Amount of \$85,500.00

The motion to approve Pay Request #1 for the Water Wastewater Treatment Plant Tertiary Filters and Disinfection Project, to JH Hassinger, in the amount of \$85,500.00, was made by Tr. Engelhardt and seconded by Tr. Wells.

Vote: 7 ayes, 0 nays. Motion carried.

c. Pay Request #2 - Water Wastewater Treatment Plant Tertiary Filters & Disinfection Project - JH Hassinger, in the Amount of \$9,975.00

The motion to approve Pay Request #2 for the Water Wastewater Treatment Plant Tertiary Filters and Disinfection Project, to JH Hassinger, in the amount of \$9,975.00, was made by Tr. Engelhardt and seconded by Tr. Olson.

Vote: 7 ayes, 0 nays. Motion carried.

- d. Fourth Amendment to Tower/Land Lease Agreement - United States Cellular Operating Company, LLC

The motion to approve the fourth amendment to the tower/land lease agreement with United States Cellular Operating Company, LLC was made by Tr. Emmrich and seconded by Tr. Engelhardt.

Vote: 7 ayes, 0 nays. Motion carried.

10. Plan Commission

- a. Ordinance #24-04 Revisions to the Adopted 2050 Comprehensive Plan for the Village of Jackson, Washington County, Wisconsin

A motion to approve Ordinance #24-04 was made by Tr. Emmrich and seconded by Tr. Engelhardt

Votes: 7 ayes, 0 nays. Motion carried.

A motion to suspend the rules for a second reading of Ordinance #24-04 was made by Pres. Heckendorf and seconded by Tr. Emmrich. A roll vote was taken:

Pres. Heckendorf: Aye

Tr. Emmrich: Aye

Tr. Engelhardt: Aye

Tr. Kruepke: Aye

Tr. Matter: Aye

Tr. Olson: Aye

Tr. Wells: Aye

Vote: 7 ayes, 0 nays. Motion carried.

A motion to approve the second reading of Ordinance #24-04 was made by Pres. Heckendorf and seconded by Tr. Emmrich

Vote: 7 ayes, 0 nays. Motion carried.

- b. Conditional Use Request - Football Field Lighting - 2230 Living Word Lane - Living Word High School

The motion to approve the Conditional Use request pertaining to the installation of football field lighting for Living Word Lutheran High School at 2230 Word Lane, was made by Tr. Engelhardt and seconded by Tr. Wells.

Vote: 7 ayes, 0 nays. Motion carried.

- c. Certified Survey Map - W197 N16961-63 Stonewall Drive - Juanita Nickelson

The motion to approve the Certified Survey Map for Juanita Nickelson at W197 N16961-63

Stonewall Drive was made by Tr. Emmrich and seconded by Tr. Kruepke.

Vote: 7 ayes, 0 nays. Motion carried.

- d. Ordinance #24-05 - Planned Unit Development Zoning District (PUD-06) and Site Plan Review for W223 N16601 Cedar Parkway - Ryttec Corporation, LLC

A motion to approve Ordinance #24-05 was made by Tr. Olson and seconded by Tr. Engelhardt.

Votes: 7 ayes, 0 nays. Motion carried.

A motion to suspend the rules for a second reading of Ordinance #24-05 was made by Pres. Heckendorf and seconded by Tr. Emmrich. A roll vote was taken:

Pres. Heckendorf: Aye

Tr. Emmrich: Aye

Tr. Engelhardt: Aye

Tr. Kruepke: Aye

Tr. Matter: Aye

Tr. Olson: Aye

Tr. Wells: Aye

Vote: 7 ayes, 0 nays. Motion carried.

A motion to approve the second reading of Ordinance #24-05 was made by Pres. Heckendorf and seconded by Tr. Emmrich.

Vote: 7 ayes, 0 nays. Motion carried.

The motion to approve the site plan for Ryttec Corporation, LLC, at W223 N16601 Cedar Parkway, subject to the following conditions:

1. Exterior storage shall be permitted upon all existing paved surfaces located in the south side-yard area and the general area indicated on the approved Site Plan, except as outlined in #3 below.
2. Exterior storage shall not extend beyond the boundaries of the storage area as detailed on the approved Site Plan and shall not encroach within any yard setback area at any time.
3. The exterior storage area may be expanded, on a limited temporary basis, by the Village Board, for a timeframe established by the Village Board.
4. Except for temporary exterior storage granted by the Village Board, all exterior storage areas shall be adequately screened from view, from the public road, by impervious fencing, high speed doors, sliding gates, a vegetative buffer with 75% density, or a combination thereof.
5. Violation of and/or receipt of a written complaint related to exterior storage shall be subject to review by the Village Board and may be subject to further regulation or revocation of the Site Plan.

Said motion was made by Pres. Heckendorf and seconded by Tr. Olson.

Vote: 7 ayes, 0 nays. Motion carried.

11. Board of Public Works

a. Review of Water Tower Site #2 for Verizon Monopole Installation

The motion to approve the proposal for the Verizon monopole temporary installation, to be completed and the pole removed by November 1, 2024, was made by Pres. Heckendorf and seconded by Tr. Emmrich.

Vote: 7 ayes, 0 nays. Motion carried.

12. Personnel Committee

a. Review and Discussion of Village of Jackson Job Description Updates

The motion to approve the Village of Jackson job description updates, with clarifications to be completed by Village Staff, was made by Pres. Heckendorf and seconded by Tr. Emmrich.

Discussion: Tr. Engelhardt asked for clarification pertaining to WRS qualifying limits and triggers. Clarification was provided by Village Staff.

Vote: 7 ayes, 0 nays. Motion carried.

b. Review and Discussion of Chapter V of the Village of Jackson Employee Handbook Regarding Employee Benefits

The motion to approve Chapter V of the Village of Jackson Employee Handbook and to implement the Employee Assistance Program as soon as is practicable was made by Pres. Heckendorf and seconded by Tr. Emmrich.

Vote: 7 ayes, 0 nays. Motion carried.

13. West Bend School District

Tr. Wells reported that a survey has been sent to residents in the West Bend School District. Surveys are to be completed and returned by May 26, 2024.

14. Washington County Board Report

The Washington County Board report was included in the agenda packet.

15. Greater Jackson Business Alliance

Tr. Matter reported that the Greater Jackson Business Alliance is working with the Jackson Police Department on rummage bingo for the Village-wide rummage sale. They are looking for volunteers for the upcoming Action in Jackson. Additionally, they are still accepting scholarship applications through the end of May. The next meeting will be May 15, 2024.

16. Mid-Moraine Municipal Association Report

Tr. Olson reported. The presentation at the last meeting was done by Director Brian Kober. The next meeting, a dinner meeting, is in Fredonia with State Representative Duey Stroebel. The topic of the June 11th meeting will be on the declining public school enrollment and its effects. Tr. Olson also shared he was elected President of the Mid-Moraine Municipal Association. He and Executive Mittelstadt met with the county, discussing ways to work together regarding the shared revenue incentives.

17. Closed Session Pursuant to Wis. Stats. §19.85(1)(e), "Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive bargaining reasons require a closed session."

The closed session is for the following purposes:

1. Discussing a Contracted Service
2. Discussing a Development Agreement for TID 7

The motion to proceed into closed session pursuant to Wis. Stats. §19.85(1)(e) was made by Pres. Heckendorf and seconded by Tr. Emmrich. A roll vote was taken:

Pres. Heckendorf: Aye

Tr. Emmrich: Aye

Tr. Engelhardt: Aye

Tr. Olson: Aye

Tr. Kruepke: Aye

Tr. Matter: Aye

Tr. Wells: Aye

Vote: 7 ayes, 0 nays. Motion carried.

The meeting proceeded into closed session at 8:10PM. Those present in closed session were the Village Board members, Admin. Keller, and Fire Chief Swaney, for item #1 only.

18. Reconvene into Open Session with Possible Action Related to the Subjects of the Preceding Closed Session

The motion to reconvene into open session was made by Pres. Heckendorf and seconded by Tr. Emmrich.

Vote: 7 ayes, 0 nays. Motion carried. The meeting proceeded into open session at 9:19 PM.

The motion to approve Amendment No. 2 to the Development Agreement with Hillcrest Builders, conditioned upon terms discussed in the closed session, was made by Tr. Olson and seconded by Tr. Wells.

Vote: 7 ayes, 0 nays. Motion carried.

19. Adjourn

A motion to adjourn the meeting was made by Tr. Kruepke and seconded by Tr. Emmrich.

Vote: 7 ayes, 0 nays. Motion carried. The meeting was adjourned at 9:20 PM.

Respectfully Submitted,
Anastasia Gonstead - Village Clerk

RESOLUTION #24-13

ACCEPTING FUNDS FROM THE WASHINGTON COUNTY ROADWAY SHARED SERVICES GRANT PROGRAM

The Village Board of the Village of Jackson, Washington County, Wisconsin, does resolve as follows:

WHEREAS, Washington County has allocated a pool of dollars to create a grant program to provide direct assistance to Municipalities in the County for road work and related professional services; and

WHEREAS, the County has worked in conjunction with local chief elected officials to create a distribution formula and has calculated the award amounts for each eligible municipality; and

WHEREAS, Washington County has awarded \$20,832.00 to the Village of Jackson for this purpose; and

WHEREAS, the Village of Jackson has reviewed the terms and conditions of the grant program as reflected in the attached presentation, and agrees to abide by them; and

NOW, THEREFORE, BE IT RESOLVED by the Village of Jackson Board that the Village Board does hereby accept the grant award in accordance with the Washington County Roadway Maintenance Shared Services Grant Program.

Introduced by: _____

Seconded by: _____

Vote: ____Ayes ____Nays

Passed and Approved: _____

Brian Heckendorf – Village President

Attest: _____
Anastasia Gonstead - Village Clerk

Proof of Posting:

I the undersigned, certify that I posted this Resolution on posting boards at the Jackson Municipal Complex, Post Office, and one other location in the Village.

Village Official

Date



Roadway Shared Services Washington County

Terms and Conditions 2024

1

Funding the plan



2024 – 2025 budget

~ \$450,000 each year

DISCOVER. CONNECT. PROSPER.

2

History of Work for locals



Work performed for local Municipalities (includes materials)	
Pavement Marking	Mechanic Work
Crack Filling	Pavement Milling
Mastic	Event Message Boards
Culvert Replacement/Lining	Bridge Inspections
Pavement Repairs/patching	Rent Plow truck
Gravel Shoulder Installation	Salt Storage
Ditching	Plowing
Landscaping for ditching	Mowing
Remove Ice from culverts	Roadway Safety and Improvement Planning
Inlet Repair	Speed Studies w/ Traffic Counts
Bird netting on bridges	Road Sweeping
Bridge repairs	Survey Monument Preservation/Replacement
Install road signs	

Materials Sold to local Municipalities

Salt and Salt Storage
Cold Patch
Equipment Parts
Wood Posts
Signs
Salt Brine
Paint

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3

Work for locals



Work we could perform for local Municipalities (includes materials)	Professional Services for local Municipalities
Guard Rail repair	Intersection Safety Plans
Tree cutting/removal	Roadway Safety Plans
Ditch spraying	2050 Transportation Network Sustainability Plan
Chip Sealing	Construction/Paving Inspection
Equipment Competency Training	PASER Evaluations (WISLR road ratings)
	Permitting
	Culvert Inspection/Training & Data Housing
	Fleet Management

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4

Funding Distribution



- Washington County would utilize its workforce and equipment to complete projects on the local roadway network.
- Washington County would not charge the local municipality for the administrative, small tool, workforce or equipment charges until the agreed upon funding amount is met.
- The local municipality would only be responsible for material charges, unless they choose to not pass the Roadway Maintenance Shared Services Grant Resolution. In that case, they would also be responsible for the labor and equipment charges to date.
- The Washington County Highway Department will provide a monthly invoice if applicable to the local municipality. The materials will be highlighted on this invoice to pay.
- Twice a year the local municipality governing body will be provided a statement of the shared revenue grant program. The local municipality must take official action on this statement to have the highway department labor and equipment charges forgiven.
- Additionally, Washington County will pay for all bridge inspections

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5

WCSRP Meeting (December 2023)



1. Elected a chairperson
2. Each municipality had one vote by the chief elected official, simple majority rules.
3. Committee acted to determine how to distribute the \$450,000 annual amount. The formula was set at 70% distributed based on road mileage, and 30% equal share.
4. Municipalities may swap funding with approvals from each municipality.
5. The distribution methodology could change at future WCSRP meetings.

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6

Funding Amounts for 2024



Total	% Total	Municipality
\$ 33,372	7.4%	T. Addison
\$ 26,139	5.8%	T. Barton
\$ 30,118	6.7%	T. Erin
\$ 34,314	7.6%	T. Farmington
\$ 10,189	2.3%	T. Germantown
\$ 27,283	6.0%	T. Hartford
\$ 29,576	6.5%	T. Jackson
\$ 23,003	5.1%	T. Kewaskum
\$ 30,850	6.8%	T. Polk
\$ 33,803	7.5%	T. Trenton
\$ 30,824	6.8%	T. Wayne
\$ 25,574	5.6%	T. West Bend
\$ 20,832	4.6%	V. Jackson
\$ 10,978	2.4%	V. Newburg
\$ 65,669	14.5%	V. Richfield
\$ 20,127	4.4%	V. Slinger
\$ 452,651	100%	Wash. County

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7

Funding Administration



For 2024:

1. Complete the funding requisition form and provide to Washington County in mid February 2024.
2. Washington County Highway Department will provide cost and workload estimates for the work shortly following submitting funding requisitions.
3. Washington County will review the funding utilized by local municipalities in early September of 2024.
4. The group will reconvene in late September of 2024 to review the funding to date and look for possible projects to complete in 2024.

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8

QUESTIONS



Scott M. Schmidt
Washington County Chief Public Works Officer
900 Lang Street
West Bend, WI 53090
262-335-6881
scott.schmidt@washcowisco.gov

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**WASHINGTON
COUNTY**
SHARED SERVICES

To: Village of Jackson
From: Washington County
Date: May 7, 2024
Subject: Washington County Roadway Shared Services Grant Program

The purpose of this communication is to let you know that the County has approved a Roadway Shared Services Grant of: \$ 20,832 for your municipality. This program and process has previously been communicated to your chief elected official. The program has the County covering the labor and equipment costs, with the municipality responsible for the material costs.

The next steps in the process are for you to:

- Have your elected body approve the grant award (using the included resolution language included in the attachment).
- Send a signed/approved copy of the resolution.

Once we receive the information, the County Highway Department will (if it has not already) be in contact with your municipality to complete the municipalities requested work. Included in this communication is a copy of a template for you to use for getting approval by the elected body of your municipality (typically done via resolution).

The resolution attachment is in Word, so it can be pasted into the format used by your municipality. Please do not significantly modify or add to the language.

Please contact Aaron Daul at Aaron.Daul@washcowisco.gov if you have questions. Thank you for your partnership.

RESOLUTION #24-14

A RESOLUTION ADOPTING THE 2023 COMPLIANCE MAINTENANCE ANNUAL REPORT FOR THE JACKSON WASTEWATER TREATMENT FACILITY

WHEREAS, the State of Wisconsin Department of Natural Resources requires a Compliance Maintenance Annual Report for the Village of Jackson Wastewater Treatment Plant; and

WHEREAS, the Village of Jackson Wastewater Treatment Plant Superintendent, the Village's Engineer, the Village Clerk and the Village Treasurer have completed the necessary information requested in the annual report; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Jackson, Washington County, Wisconsin, does hereby resolve that the Village Board has reviewed the Compliance Maintenance Annual Report, and has approved it for submission.

Introduced by: _____

Seconded by: _____

Vote: _____ Aye _____ Nay

Passed and Approved: _____

Brian J. Heckendorf – Village President

Attest: _____
Anastasia Gonstead - Village Clerk

Proof of Posting:

I the undersigned, certify that I posted this Resolution on posting boards at the Village Hall, Post Office, and one other location in the Village.

Village Official

Date

Compliance Maintenance Annual Report

Jackson Wastewater Treatment Plant

Last Updated: Reporting For:

5/20/2024

2023

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	1.2474	x	307	x	8.34	=	3,196
February	1.3514	x	244	x	8.34	=	2,754
March	1.7616	x	199	x	8.34	=	2,926
April	1.5937	x	208	x	8.34	=	2,767
May	1.0935	x	234	x	8.34	=	2,138
June	0.8753	x	354	x	8.34	=	2,582
July	0.8419	x	393	x	8.34	=	2,759
August	1.0226	x	310	x	8.34	=	2,647
September	0.9687	x	241	x	8.34	=	1,950
October	1.1535	x	242	x	8.34	=	2,326
November	1.0803	x	257	x	8.34	=	2,315
December	1.1458	x	313	x	8.34	=	2,994

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	1.875	x	90	=	1.6875
		x	100	=	1.875
Design BOD, lbs/day	2980	x	90	=	2682
		x	100	=	2980

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	1	1
February	1	0	0	1	0
March	1	1	0	1	0
April	1	0	0	1	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	1	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	1	1
Points per each		2	1	3	2
Exceedances		1	0	6	2
Points		2	0	18	4
Total Number of Points					24

24

Compliance Maintenance Annual Report

Jackson Wastewater Treatment Plant

Last Updated: Reporting For:

5/20/2024

2023

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

2023-09-18

- ☐ No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

- ☒ Yes

- ☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

- ☐ Yes

- ☒ No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

- ☒ Yes

- ☒ Yes

- ☐ Yes

- ☐ No

- ☐ No

- ☒ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

- ☒ Yes

162,250

gallons

- ☐ No

Holding Tanks

- ☒ Yes

12,137,950

gallons

- ☐ No

Grease Traps

- ☐ Yes

gallons

- ☒ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

The plant response well to hauled waste.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

- ☐ Yes

- ☒ No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

Compliance Maintenance Annual Report

Jackson Wastewater Treatment Plant

Last Updated: Reporting For:
5/20/2024 **2023**

☐ Yes ☒ No If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.	
--	--

Total Points Generated	24
Score (100 - Total Points Generated)	76
Section Grade	C

Compliance Maintenance Annual Report

Jackson Wastewater Treatment Plant

Last Updated: Reporting For:

5/20/2024

2023

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	17	15.3	5	1	0	0
February	17	15.3	5	1	0	0
March	17	15.3	7	1	0	0
April	17	15.3	17	1	1	1
May	12	10.8	5	1	0	0
June	12	10.8	7	1	0	0
July	12	10.8	5	1	0	0
August	12	10.8	4	1	0	0
September	12	10.8	5	1	0	0
October	12	10.8	6	1	0	0
November	17	15.3	6	1	0	0
December	17	15.3	6	1	0	0

* Equals limit if limit is ≤ 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		1	1
Points		7	3
Total number of points			10

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Both aeration tanks had air diffusers replaced during that month.

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

● Yes Enter last calibration date (MM/DD/YYYY)

2023-09-18

○ No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

Maintenance on aeration tanks. Replaced air diffusers in April 2023.

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

● Yes

○ No

10

Compliance Maintenance Annual Report

Jackson Wastewater Treatment Plant

Last Updated: Reporting For:
5/20/2024 2023

If Yes, please explain:

Maintenance on aeration tanks. Replaced air diffusers in April 2023.

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

☐ Yes

☒ No

If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

☐ Yes

☐ No

☒ N/A

Please explain unless not applicable:

Total Points Generated	10
Score (100 - Total Points Generated)	90
Section Grade	B

Compliance Maintenance Annual Report

Jackson Wastewater Treatment Plant

Last Updated: Reporting For:

5/20/2024

2023

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	12	10.8	4	1	0	0
February	12	10.8	3	1	0	0
March	12	10.8	4	1	0	0
April	12	10.8	6	1	0	0
May	12	10.8	2	1	0	0
June	12	10.8	4	1	0	0
July	12	10.8	3	1	0	0
August	12	10.8	2	1	0	0
September	12	10.8	2	1	0	0
October	12	10.8	3	1	0	0
November	12	10.8	3	1	0	0
December	12	10.8	2	1	0	0

* Equals limit if limit is ≤ 10

Months of Discharge/yr	12		
Points per each exceedance with 12 months of discharge:		7	3
Exceedances		0	0
Points		0	0
Total Number of Points		0	

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Jackson Wastewater Treatment Plant

Last Updated: Reporting For:

5/20/2024

2023

Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for ammonia

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceed ance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceed ance
January	7	14	1.515	0	1.668	2.748	1.22	1.015	0
February	7	14	.729	0	.633	.718	.768	.798	0
March	7	14	2.263	0	.403	.445	.625	7.318	0
April	4.3	8.5	6.252	1	3.06	7.83	6.5	8.892	1
May	5.7	7.4	.302	0	.405	.343	.378	.135	0
June	3.9	5	.605	0	.165	.303	1.295	.528	0
July	3.9	5	.183	0	.16	.15	.125	.158	0
August	3.9	5	.191	0	.243	.235	.128	.19	0
September	3.9	5	.169	0	.16	.175	.168	.175	0
October	4.3	8.4	.209	0	.15	.125	.49	.123	0
November	7	13	.18	0	.115	.435	.11	.118	0
December	7	12	.105	0	.075	.123	.093	.113	0
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									1
Points:									10
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									1
Points:									0
Total Number of Points									10

10

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to determine exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to determine exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

Replaced aeration diffusers.

Total Points Generated	10
Score (100 - Total Points Generated)	90
Section Grade	B

Compliance Maintenance Annual Report

Jackson Wastewater Treatment Plant

Last Updated: Reporting For:

5/20/2024

2023

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.85	0.668	1	0
February	.85	0.716	1	0
March	.85	0.597	1	0
April	.85	0.697	1	0
May	.85	0.675	1	0
June	.85	0.636	1	0
July	.85	0.684	1	0
August	.85	0.714	1	0
September	.85	0.692	1	0
October	.85	0.828	1	0
November	.85	0.811	1	0
December	.85	0.808	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Jackson Wastewater Treatment Plant

Last Updated: Reporting For:

5/20/2024

2023

Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- ☐ Land applied under your permit
- ☐ Publicly Distributed Exceptional Quality Biosolids
- ☒ Hauled to another permitted facility
- ☐ Landfilled
- ☐ Incinerated
- ☐ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 002 - ANAEROBIC LIQUID

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75				<46.5										0	0
Cadmium		39	85				<3.1										0	0
Copper		1500	4300				437										0	0
Lead		300	840				<31										0	0
Mercury		17	57				.176										0	0
Molybdenum	60		75				8.89									0		0
Nickel	336		420				10.8									0		0
Selenium	80		100				<62									0		0
Zinc		2800	7500				443										0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

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3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken?
Has the source of the metals been identified?

0

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2023 - 12/31/2023
Density:	11,000
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	anaerobic digestion

0

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

☐ Yes (40 Points)

☒ No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	002
Method Date:	12/31/2023
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes

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o < 90 days (40 Points) o N/A (0 Points) 6.2 If you checked N/A above, explain why.	0
7. Issues 7.1 Describe any outstanding biosolids issues with treatment, use or overall management: No issues at this time.	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Staffing and Preventative Maintenance (All Treatment Plants)

1. Plant Staffing 1.1 Was your wastewater treatment plant adequately staffed last year? ● Yes ○ No If No, please explain: Could use more help/staff for: 1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping? ● Yes ○ No If No, please explain:	
2. Preventative Maintenance 2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items? ● Yes (Continue with question 2) ☐☐ ○ No (40 points) ☐☐ If No, please explain, then go to question 3: 2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment? ● Yes ○ No (10 points) 2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly? ● Yes ○ Paper file system ○ Computer system ● Both paper and computer system ○ No (10 points)	0
3. O&M Manual 3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed? ● Yes ○ No	
4. Overall Maintenance /Repairs 4.1 Rate the overall maintenance of your wastewater plant. ○ Excellent ● Very good ○ Good ○ Fair ○ Poor Describe your rating: If there is a problem, we address the problem right away.	

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- ☒ Yes (0 points)
- ☐ No (20 points)

Name:

CHAD M RUSS

Certification No:

35582

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes				
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	NA	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)

- ☒ Yes (0 points)
- ☐ No (20 points)

2.3 For wastewater treatment facilities with a registered or certified laboratory, is at least one operator that works in the laboratory certified at the basic level in the laboratory (L) subclass?

- ☒ Yes
- ☐ No
- ☐ N/A – Wastewater treatment facility does not have a registered or certified laboratory

2.4 For wastewater treatment facilities that own and operate a sanitary sewage collection system, has at least one operator been designated the OIC for sanitary sewage collection system and certified at the basic level in the sanitary sewage collection system (SS) subclass?

- ☒ Yes
- ☐ No
- ☐ N/A – Owner of the Wastewater treatment facility does not own and operate a sanitary sewage collection system

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff

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☐ An arrangement with another certified operator ☐ An arrangement with another community with a certified operator ☒ An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year ☒ A consultant to serve as your certified operator ☐ None of the above (20 points) If "None of the above" is selected, please explain: 	0
4. Continuing Education Credits 4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates? OIT and Basic Certification: ☐ Averaging 6 or more CECs per year. ☐ Averaging less than 6 CECs per year. Advanced Certification: ☒ Averaging 8 or more CECs per year. ☐ Averaging less than 8 CECs per year.	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

1. Provider of Financial Information Name: Brian Kober Telephone: 414-333-9696 (XXX) XXX-XXXX E-Mail Address (optional): brian.kober@villageofjacksonwi.gov														
2. Treatment Works Operating Revenues 2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ? ● Yes (0 points) ☐ ☐ ○ No (40 points) If No, please explain: 2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2023 ● 0-2 years ago (0 points) ☐ ☐ ○ 3 or more years ago (20 points) ☐ ☐ ○ N/A (private facility) 2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system? ● Yes (0 points) ○ No (40 points)		0												
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]														
3. Equipment Replacement Funds 3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2023 ● 1-2 years ago (0 points) ☐ ☐ ○ 3 or more years ago (20 points) ☐ ☐ ○ N/A If N/A, please explain: 3.2 Equipment Replacement Fund Activity <table><tr><td>3.2.1 Ending Balance Reported on Last Year's CMAR</td><td>\$</td><td> 1,542,026.01 </td></tr><tr><td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td><td>- \$</td><td> 9,972.18 </td></tr><tr><td>3.2.3 Adjusted January 1st Beginning Balance</td><td>\$</td><td> 1,532,053.83 </td></tr><tr><td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td><td>+</td><td> 273,600.00 </td></tr></table>		3.2.1 Ending Balance Reported on Last Year's CMAR	\$	1,542,026.01	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	- \$	9,972.18	3.2.3 Adjusted January 1st Beginning Balance	\$	1,532,053.83	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	273,600.00	
3.2.1 Ending Balance Reported on Last Year's CMAR	\$	1,542,026.01												
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	- \$	9,972.18												
3.2.3 Adjusted January 1st Beginning Balance	\$	1,532,053.83												
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	273,600.00												

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 502,850.78

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 1,302,803.05

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Replaced 2011 Vac/Jetter truck with new GapVac Vac/Jetter truck.

3.3 What amount should be in your Replacement Fund? \$ 273,600.00

0

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	The current discharge permit has a August 31, 2026 compliance date requirement for lower phosphorus limit. We are investigating a variety of options to meet the lower limit. Also, a new Facilities Planning Study has been completed.	\$120,000	2024
2	Construction has started on adding two new Backwash Filters and adding UV Disinfection.	\$5,700,000	2025

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 1

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	329	
February	313	
March	406	
April	424	
May	323	
June	247	
July	240	
August	225	
September	219	
October	217	
November	304	
December	333	
Total	3,580	0
Average	298	0

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☒ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

☐ No

☒ Yes

Year:

2023

By Whom:

Foth Infrastructure and Environment LLC

Describe and Comment:

Lift Station Study to see if the pump size was adequate.

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6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

No plans at this time.

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/ Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/ Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	108,240	38.67	2,799	99.08	1,092	2,620
February	101,120	37.84	2,672	77.11	1,311	3,687
March	111,280	54.61	2,038	90.71	1,227	1,943
April	100,000	47.81	2,092	83.01	1,205	1,146
May	90,640	33.90	2,674	66.28	1,368	1,113
June	81,280	26.26	3,095	77.46	1,049	956
July	93,840	26.10	3,595	85.53	1,097	739
August	98,960	31.70	3,122	82.06	1,206	609
September	89,840	29.06	3,092	58.50	1,536	507
October	80,560	35.76	2,253	72.11	1,117	756
November	104,800	32.41	3,234	69.45	1,509	2,210
December	124,640	35.52	3,509	92.81	1,343	2,613
Total	1,185,200	429.64		954.11		18,899
Average	98,767	35.80	2,848	79.51	1,255	1,575

7.1.2 Comments:

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- ☒ Aerobic Digestion
- ☒ Anaerobic Digestion
- ☐ Biological Phosphorus Removal
- ☐ Coarse Bubble Diffusers
- ☒ Dissolved O2 Monitoring and Aeration Control
- ☐ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☒ Influent Pumping
- ☐ Mechanical Sludge Processing
- ☒ Nitrification
- ☒ SCADA System
- ☐ UV Disinfection
- ☒ Variable Speed Drives
- ☐ Other:

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7.2.2 Comments:

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

Address with Facility Upgrade.

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

☐ No

☒ Yes

If Yes, how is the biogas used (Check all that apply):

☒ Flared Off

☒ Building Heat

☒ Process Heat

☐ Generate Electricity

☐ Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

☒ No

☐ Yes

☐ Entire facility

Year:

By Whom:

Describe and Comment:

☐ Part of the facility

Year:

By Whom:

Describe and Comment:

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

☒ Yes

☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

☒ Yes

☐ No (30 points)

☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Cleaning and Televising, Lateral Inspections, Manhole Inspections

Did you accomplish them?

☒ Yes

☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

☒ Organizational structure and positions (eg. organizational chart and position descriptions)

☒ Internal and external lines of communication responsibilities

☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2017-05-09

Does your sewer use ordinance or other legally binding document address the following:

☒ Private property inflow and infiltration

☒ New sewer and building sewer design, construction, installation, testing and inspection

☒ Rehabilitated sewer and lift station installation, testing and inspection

☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary

☒ Fat, oil and grease control

☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

☒ Equipment and replacement part inventories

☒ Up-to-date sewer system map

☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

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- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☒ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☒ Lift Station Evaluation Report
- ☐ Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	3.9	% of system/year
Root removal	0	% of system/year
Flow monitoring	75.0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	10.9	% of system/year
Manhole inspections	13.5	% of system/year
Lift station O&M	2	# per L.S./year
Manhole rehabilitation	3.6	% of manholes rehabbed
Mainline rehabilitation	1.0	% of sewer lines rehabbed
Private sewer inspections	8.2	% of system/year
Private sewer I/I removal	2.8	% of private services

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River or water crossings

0

% of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

27.17	Total actual amount of precipitation last year in inches
34.3	Annual average precipitation (for your location)
43.6	Miles of sanitary sewer
1	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
0	Number of basement backup occurrences
0	Number of complaints
1.17	Average daily flow in MGD (if available)
1.92	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.00	Basement backups (number/sewer mile)
0.00	Complaints (number/sewer mile)
1.6	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- ☒ Yes
☐ No

If Yes, please describe:

We replaced 77 Laterals in 2023

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- ☐ Yes
☒ No

If Yes, please describe:

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5.3 Explain any infiltration/inflow (I/I) changes this year from previous years: Found most of the laterals leaking on Hwy 60, when we did our road project. 5.4 What is being done to address infiltration/inflow in your collection system? As we find them, we repair them.	
--	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0021806

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	C	2	3	6
BOD/CBOD	B	3	10	30
TSS	A	4	5	20
Ammonia	B	3	5	15
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			37	127
GRADE POINT AVERAGE (GPA) = 3.43				

Notes:
A = Voluntary Range (Response Optional)
B = Voluntary Range (Response Optional)
C = Recommendation Range (Response Required)
D = Action Range (Response Required)
F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

Village of Jackson

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = C

Effluent Quality: BOD: Grade = B

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = B

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

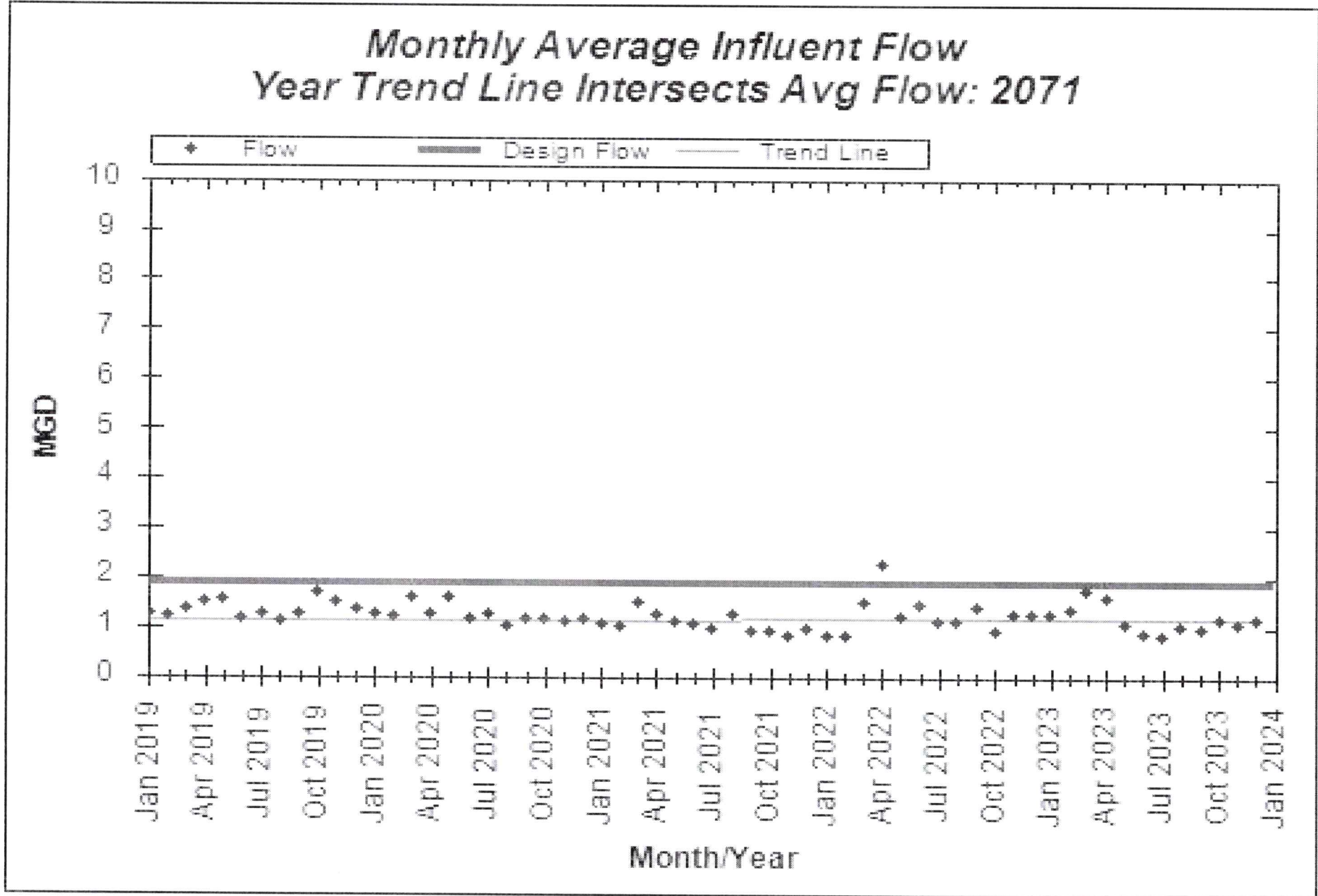
(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

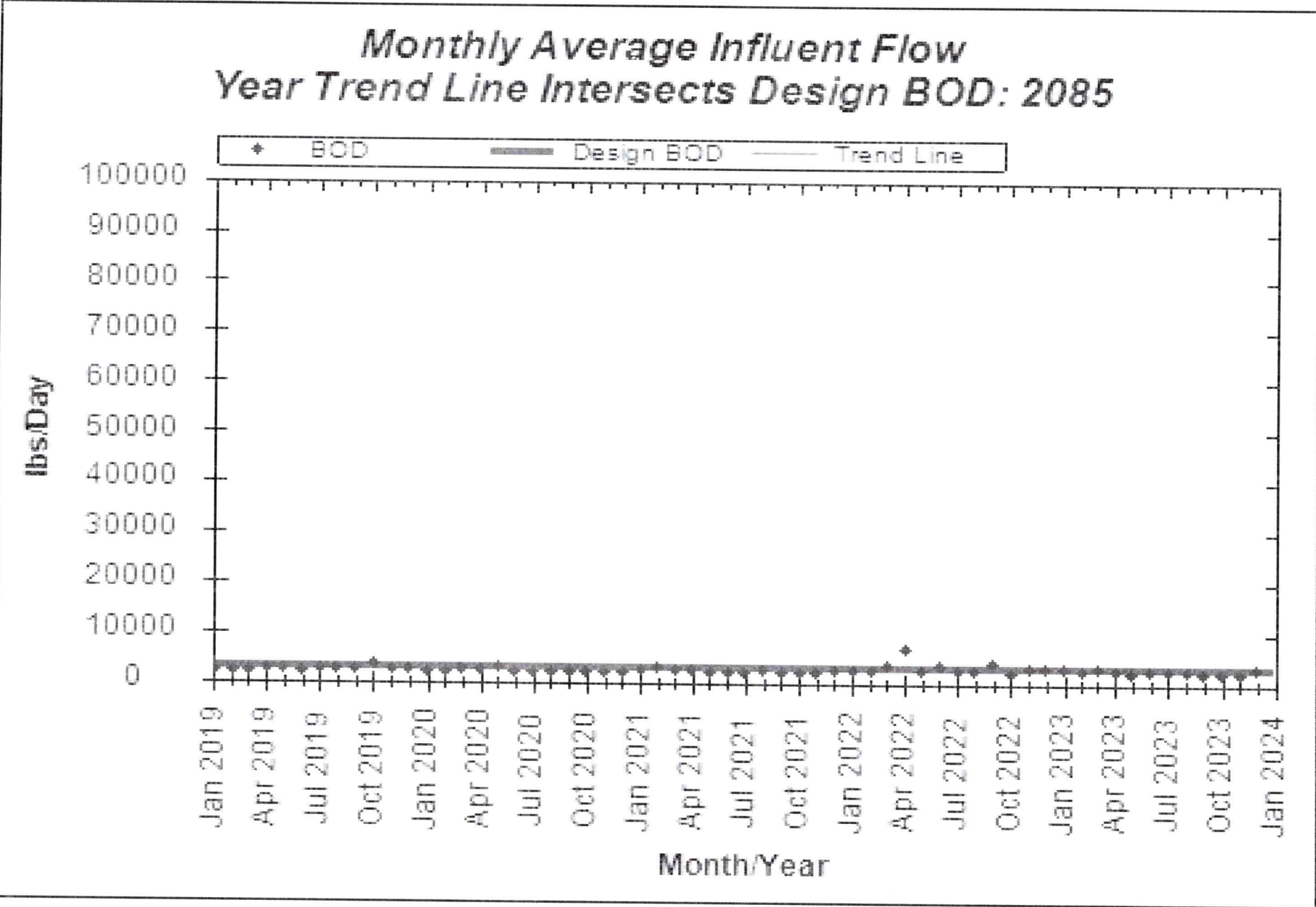
G.P.A. = 3.43

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Linear equation uses 2004 - 2023 CMAR data

for Trend Line: $y = 0.000041x - 0.69$

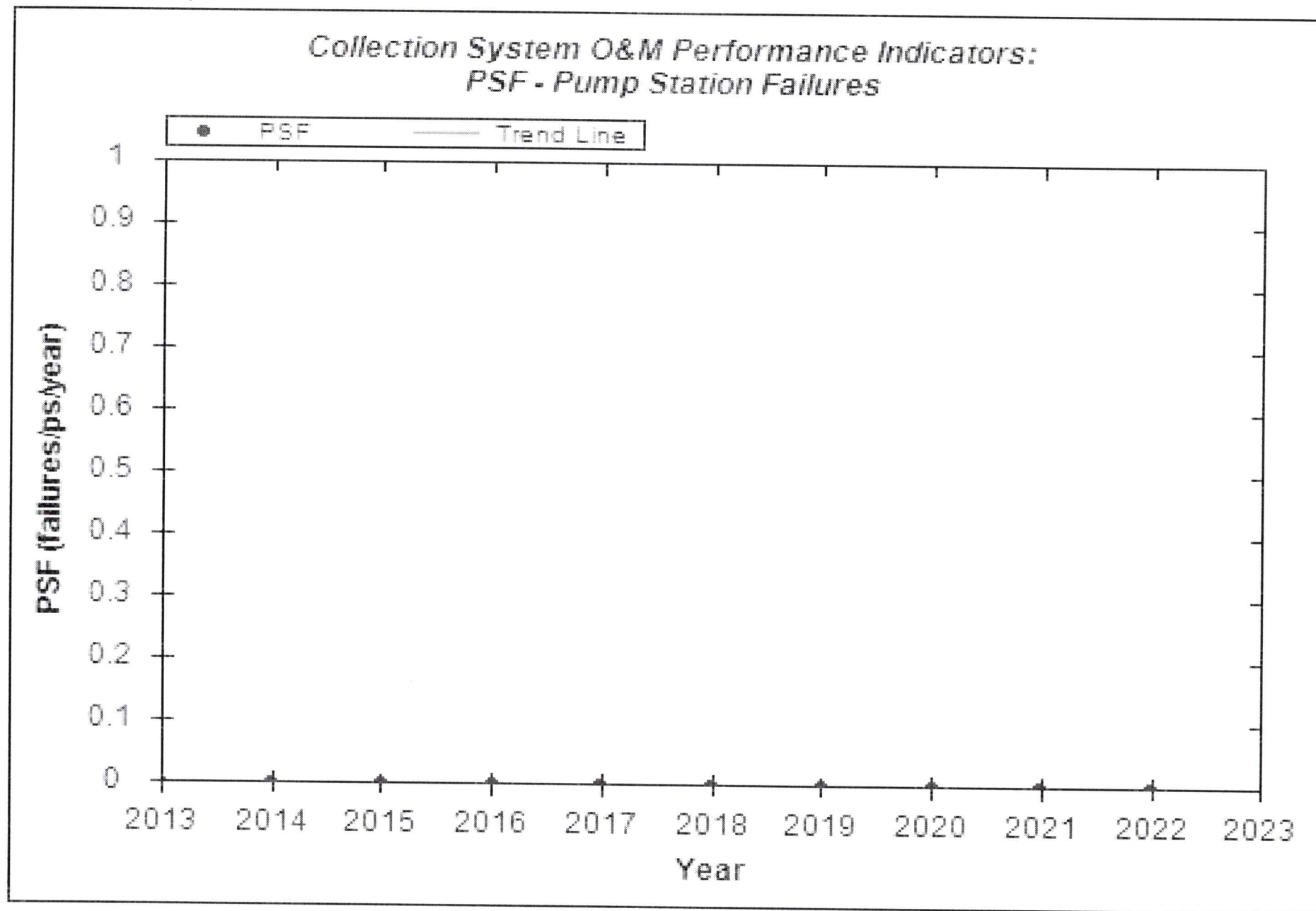




Jackson Wastewater Treatment Plant

Linear equation uses 2013 - 2023 CMAR data

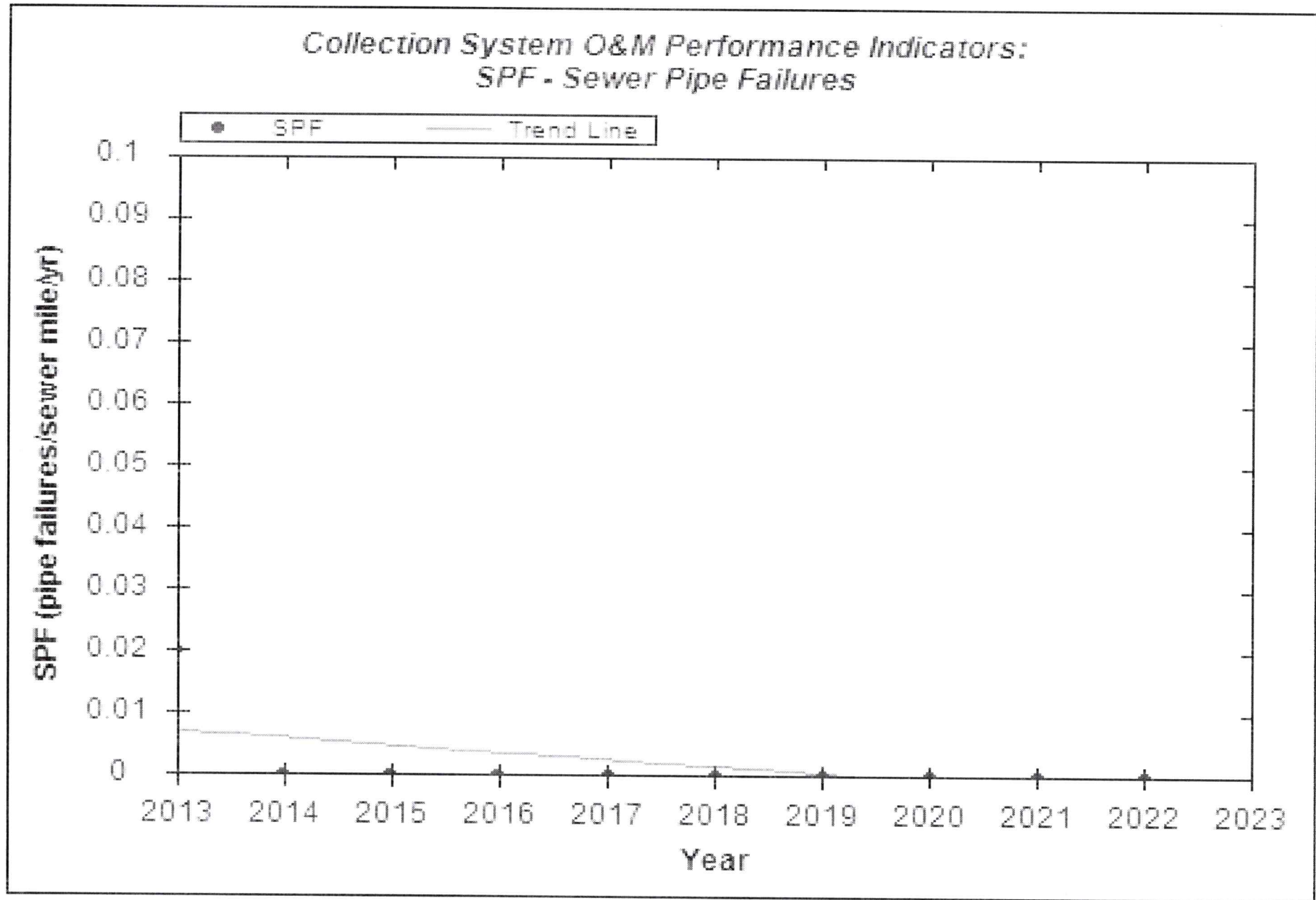
for Trend Line: PSF: $y = 0x + 0$



Jackson Wastewater Treatment Plant

Linear equation uses 2013 - 2023 CMAR data

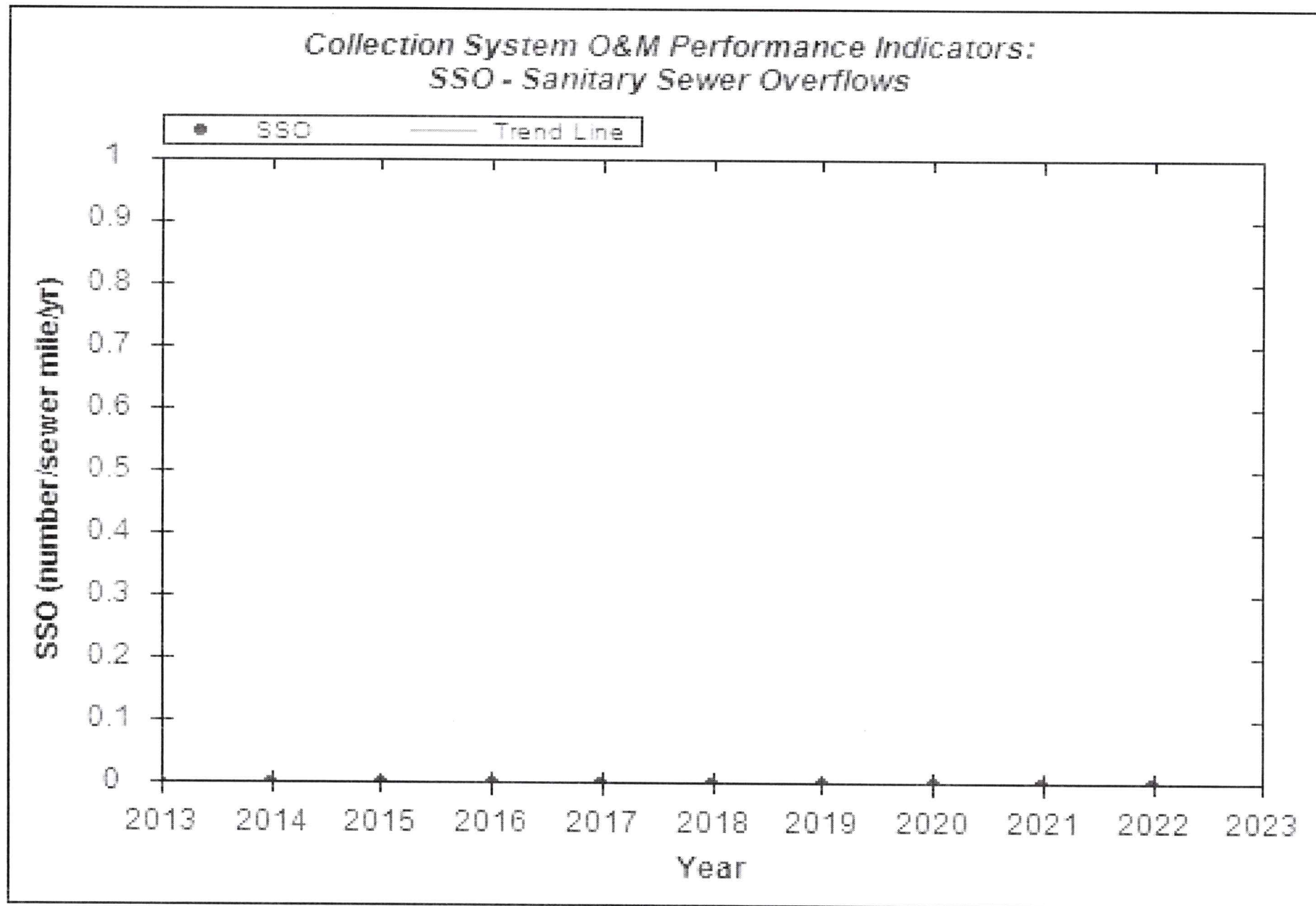
for Trend Line: SPF: $y = -0.000003x + 0.13$



Jackson Wastewater Treatment Plant

Linear equation uses 2013 - 2023 CMAR data

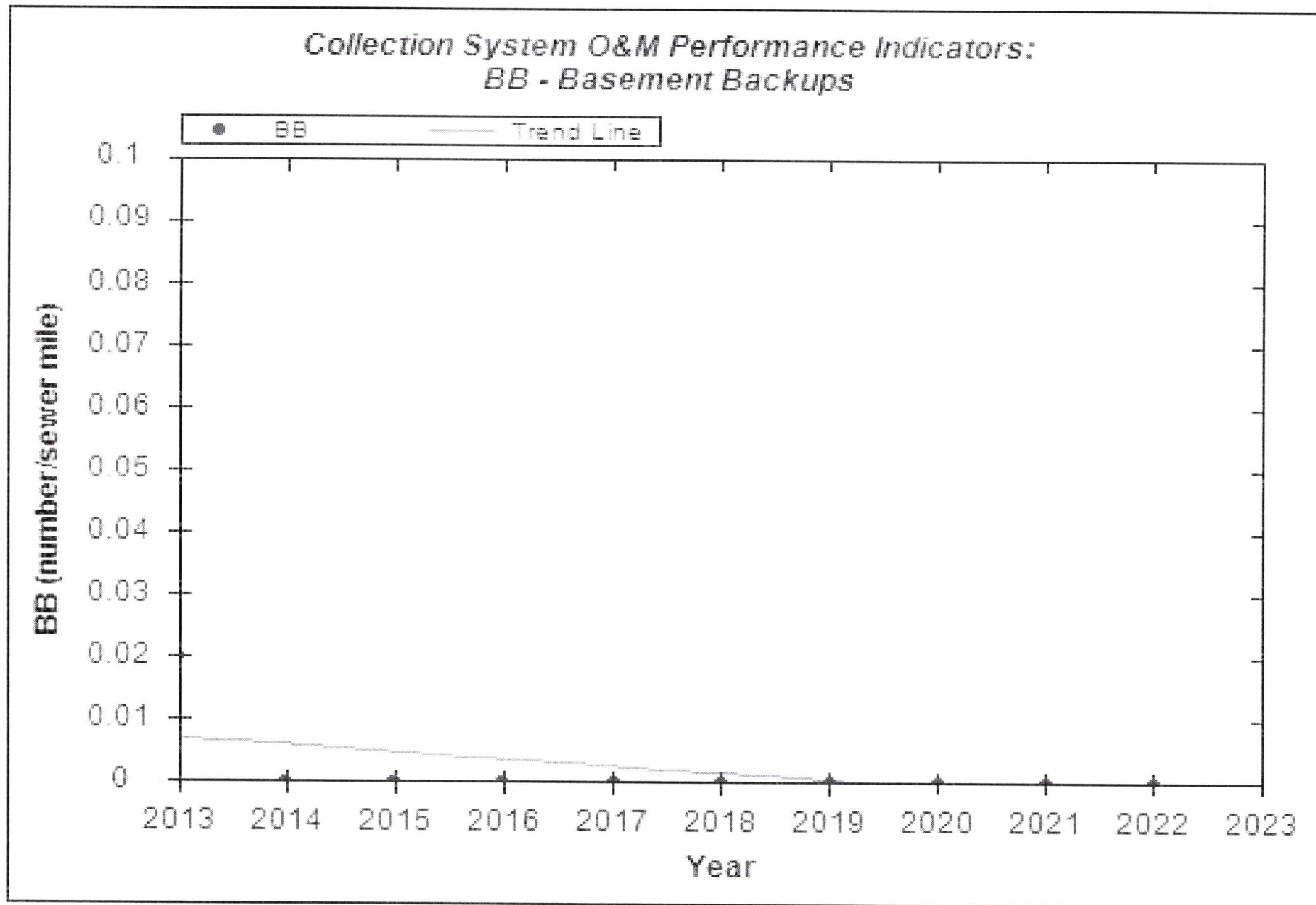
for Trend Line: SSO: $y = 0x + 0$



Jackson Wastewater Treatment Plant

Linear equation uses 2013 - 2023 CMAR data

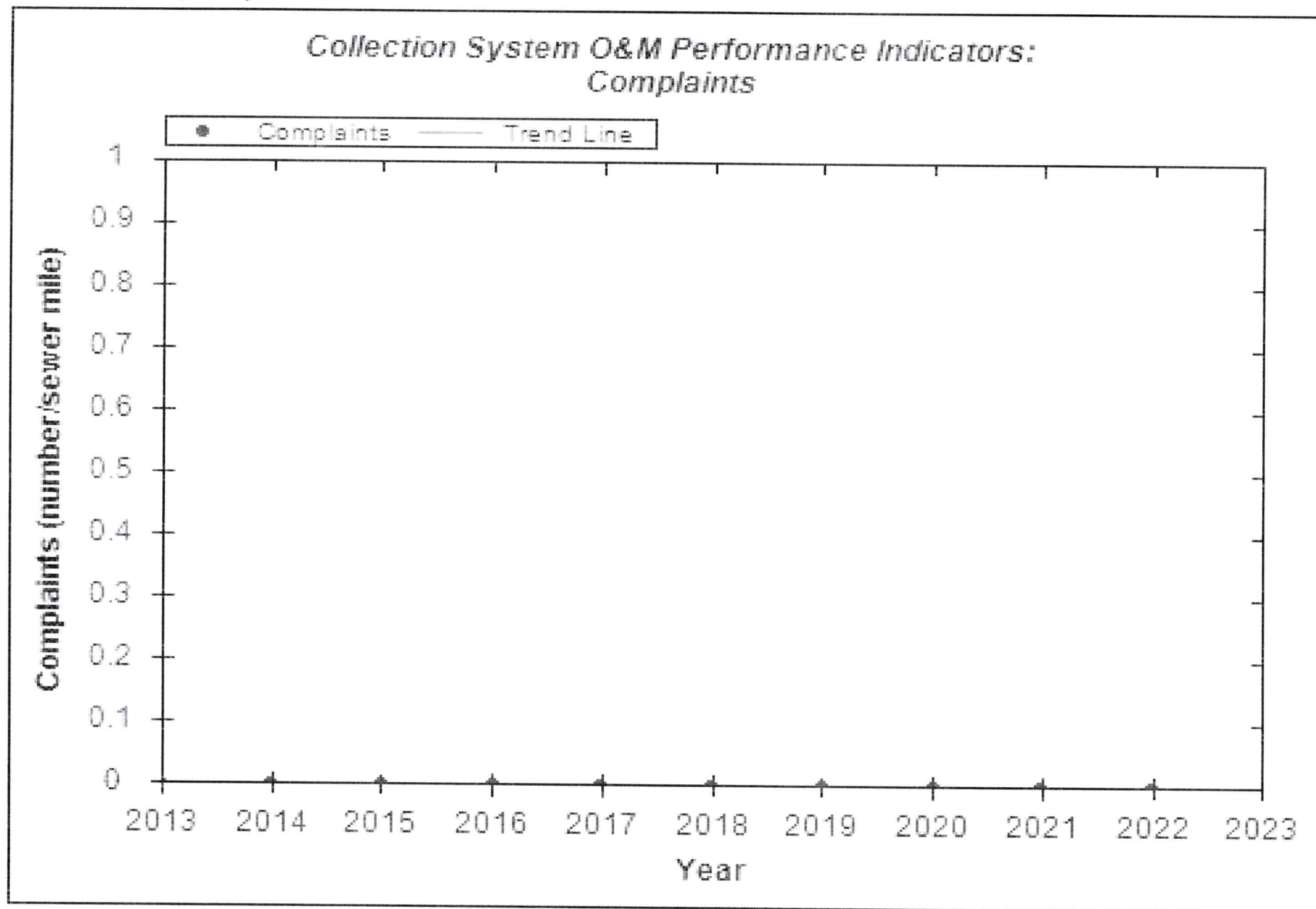
for Trend Line: BB: $y = -0.000003x + 0.13$



Jackson Wastewater Treatment Plant

Linear equation uses 2013 - 2023 CMAR data

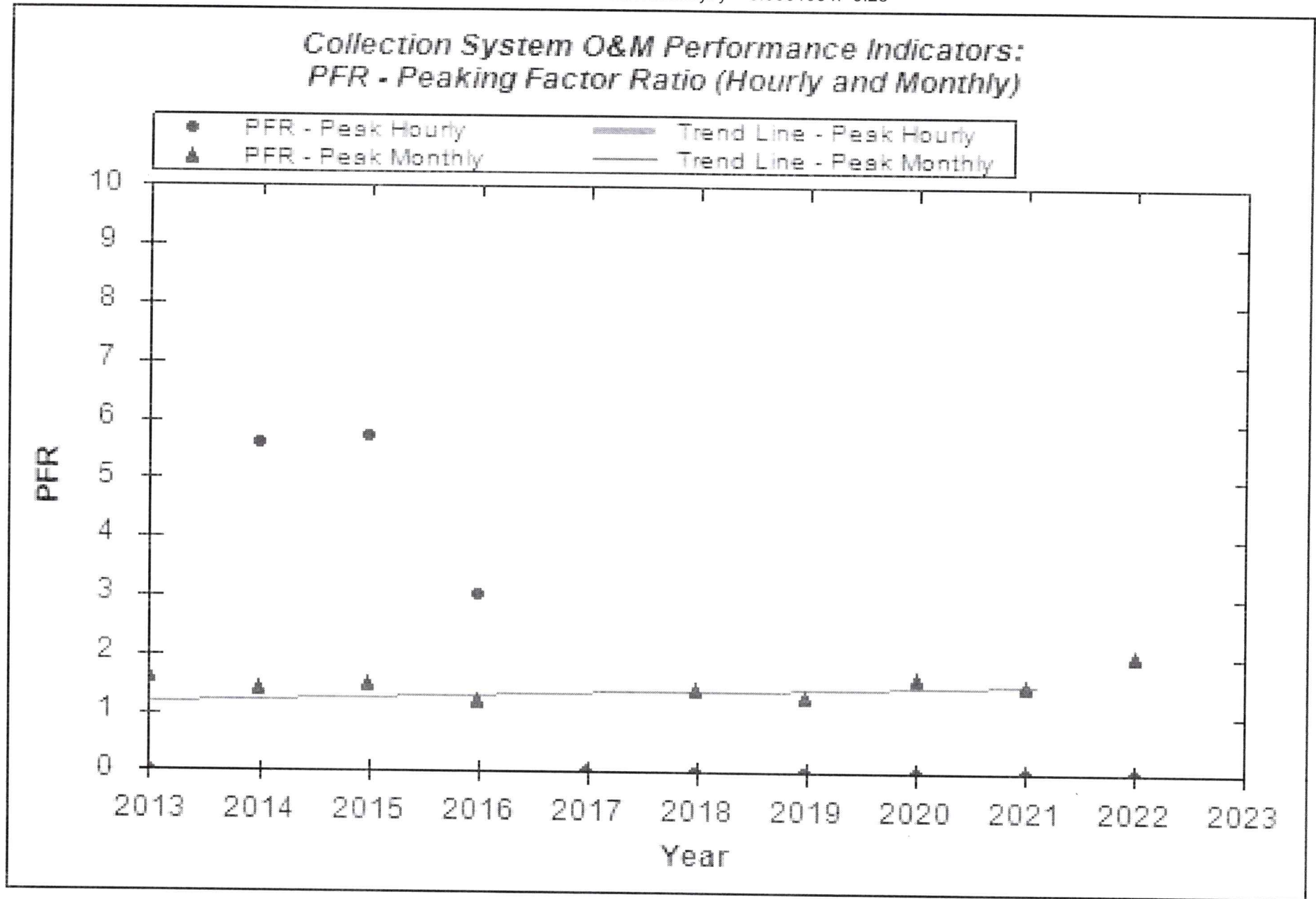
for Trend Line: Complaints: $y = 0x + 0$



Jackson Wastewater Treatment Plant

Linear equations use 2013 - 2023 CMAR data

for Trend Lines: PFR - Peak Hourly: $y = -0.001273x + 56.06$ PFR - Peak Monthly: $y = 0.000108x - 3.28$



RESOLUTION #24-17

RESOLUTION APPROVING ADDITIONAL ELECTION OFFICIALS FOR 2024-2025, FOR THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN.

WHEREAS, pursuant to sec. 7.30, Wis. Stats., the governing body of a municipality shall appoint election officials in December of each odd numbered year for the next two-year term; and

WHEREAS, the municipality may appoint additional election officials to increase the total number to a level sufficient for staffing polling places; and

WHEREAS, a list of additional individuals who have indicated their willingness to serve the Village of Jackson in the capacity of election inspector is attached with this Resolution; and

NOW, THEREFORE, BE IT RESOLVED that the Village of Jackson Village Board does hereby approve and appoints the additional nominated election officials for 2024-2025.

Introduced by: _____

Seconded by: _____

Vote: _____ Ayes _____ Nays

Passed and Approved: _____

Brian Heckendorf – Village President

Attest: _____
Anastasia Gonstead – 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

NAME	ADDRESS	POLITICAL AFFILIATION
DEBORD, JOY	N166W19585 RAVENS WAY, JACKSON, WI 53037	UNAFFILIATED
WULF, MICHAEL	N173W20156 CRESTVIEW DR, JACKSON, WI 53037	UNAFFILIATED
FELDSCHNEIDER, RICHARD	W195N16247 EASTWOOD CIR, JACKSON WI 53037	REPUBLICAN



Taking the lead in Washington County.

MEMO

TO: Brian Heckendorf, Village President; Board of Trustees

FROM: Jen Heidtke, Village Administrator

RE: Residence Board Appointment to Fill Vacancy

DATE: June 6, 2024

Background

On May 30, 2024 the Village received the resignation of Residence Board committee member Joseph Simon. In the event of a committee vacancy, it is the role of the Village President to recommend the Village Board consideration of a new appointment to fill the position for the remainder of the term. Resident Patrick Pryor has been recommended for appointment to the Residence Board for a term to conclude on April 18, 2028.

Motion

Approval of consent agenda.

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

www.villageofjacksonwi.gov



Taking the lead in Washington County.

MEMO

TO: Brian Heckendorf, Village President; Board of Trustees

FROM: Jen Heidtke, Village Administrator

RE: Oaks of Jackson Amendment No. 2 – Harbor Homes

DATE: June 6, 2024

Background

Staff are requesting Village Board approval of updates to incorporate changes the Next Generation Housing Occupancy Agreements added regarding foreclosure events so as to protect the Mortgagee. No other terms of the Development Agreement as negotiated have been amended in attached documentation.

Motion

Approval of consent agenda.

Attachments:

1. Development Agreement Amendment No. 2 – Harbor Homes, dated May 31, 2024

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

www.villageofjacksonwi.gov

**AMENDMENT NO. 2
TO DEVELOPMENT AGREEMENT**

Return to:
Village of Jackson
Attn: Administrator
N168W19851 Main Street
Jackson, Wisconsin 53037

See below
Parcel Numbers

Parcel Numbers: V3-0536-021, V3-0536-022, V3-0536-023, V3-0536-024, V3-0536-025, V3-0536-026, V3-0536-027, V3-0536-028, V3-0536-029, V3-0536-030, V3-0536-031, V3-0536-032, V3-0536-033, V3-0536-034, V3-0536-035, V3-0536-036, V3-0536-037, V3-0536-038, V3-0536-039, V3-0536-040

Legal description of the property that is the subject of this amendment:

“Lots 21-40 of The Oaks of Jackson Subdivision, in the Village of Jackson, Washington County, Wisconsin” (the “Property”).

This document drafted by:

*Dempsey Law Firm, LLP
10 Forest Ave., Ste 200
Fond du Lac, WI 54935*

AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT

THIS AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT (“Amendment”) is made and effective as of the date on which the Amendment is fully executed (the “Effective Date”) by and between the VILLAGE OF JACKSON, a Wisconsin Municipality (“Village”); HARBOR HOMES, INC., a Wisconsin corporation; and THE OAKS OF JACKSON, LLC, a Wisconsin limited liability company. Harbor Homes, Inc. and The Oaks of Jackson, LLC may be individually or collectively referred to as the “Developer.” The Village and the Developer may be individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Village and the Developer entered into that certain Development Agreement that was recorded with the Washington County Register of Deeds on October 31, 2023 as Document # 1587081, which calls for the Developer’s purchase of property from the Village and construction of a subdivision on such property to be known as the “Oaks of Jackson” (the “Development Agreement”);

WHEREAS, the Parties entered into an amendment to the Development Agreement, which was recorded with the Washington County Register of Deeds on March 20, 2024 as Document # 1592736 (“Amendment #1”);

WHEREAS, the Parties now seek to amend the Development Agreement in certain respects;

WHEREAS, in accordance with the terms of the Development Agreement, the Village and the Developer may amend the Development Agreement only upon entry into a subsequent written agreement approved at a meeting of the Village Board of Trustees for the Village of Jackson;

WHEREAS, the Village Board of Trustees for the Village of Jackson authorized the Village’s execution of this Amendment during its meeting on May 14, 2024; and

WHEREAS, the Village finds that the Amendment is in the best interests of the Village and its residents.

NOW, THEREFORE, the Village and the Developer acknowledge and agree that for the representations by the Developer set forth herein, the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. ARTICLE I: OCCUPANCY AGREEMENT

a. That portion of Exhibit K entitled the “Next Generation Housing Occupancy Agreement” is hereby deleted in its entirety from the Development Agreement and replaced with the attached, updated version of said document.

II. ARTICLE II: MISCELLANEOUS PROVISIONS

a. This Amendment, including its exhibits, is incorporated into the Development Agreement, with the force and effect as if fully set forth herein. Except as explicitly modified by this Amendment, all terms and conditions of the Development Agreement shall remain in full force and effect and are hereby ratified and confirmed by the Parties. This Amendment shall not constitute or operate as a waiver of, or estoppel with respect to, any provisions of the Agreement by any Party. On and after the Effective Date, each reference in the Development Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein,” or words of like import, and each reference to the Development Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Development Agreement, will mean and be a reference to the Development Agreement as amended by this Amendment.

b. Each term defined in the Development Agreement shall be assigned the same meaning for purposes of this Amendment.

c. This Amendment shall be recorded with the Register of Deeds for Washington County.

d. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement.

e. This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Developer and Village have caused this Amendment to be signed by their appropriate officers and their corporate seals, if any, to be hereunto affixed in either one original or by original counterparts the day and year written below.

VILLAGE:

VILLAGE OF JACKSON

By: _____
Brian J. Heckendorf, Village President

Dated: _____

ATTEST:

By: _____
Anastasia Gonstead, Village Clerk

Dated: _____

[Signatures Continued on Next Page]

STATE OF WISCONSIN)
)ss.
COUNTY OF WASHINGTON)

Personally came before me this _____ day of _____, 2024, the above-named Brian J. Heckendorf, Village President, to me known to be the person and officer who executed the foregoing instrument and acknowledged that he executed the same as such officer by the Village of Jackson.

Subscribed and sworn to before me

this _____ day of _____, 2024.

NOTARY PUBLIC, State of Wisconsin

Print Name: _____

My Commission: _____

STATE OF WISCONSIN)
)ss.
COUNTY OF WASHINGTON)

Personally came before me this _____ day of _____, 2024, the above-named Anastasia Gonstead, Village Clerk, to me known to be the person and officer who executed the foregoing instrument and acknowledged that she executed the same as such officer by the Village of Jackson.

Subscribed and sworn to before me

this _____ day of _____, 2024.

NOTARY PUBLIC, State of Wisconsin

Print Name: _____

My Commission: _____

[Signatures Continued on Next Page]

DEVELOPER:

Harbor Homes, Inc.

By: _____
Steve DeCleene, President

Dated: _____

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2024, the above-named Steve DeCleene, President, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same as President of Harbor Homes, Inc.

Subscribed and sworn to before me

this _____ day of _____, 2024.

NOTARY PUBLIC, State of Wisconsin

Print Name: _____

My Commission: _____

[Signatures Continued on Next Page]

The Oaks of Jackson, LLC

By: _____
Bryan Lindgren

Dated: _____

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2024, the above-named Bryan Lindgren, to me known to be the person and officer who executed the foregoing instrument and acknowledged that he executed the same as _____ of The Oaks of Jackson, LLC.

Subscribed and sworn to before me
this _____ day of _____, 2024.

NOTARY PUBLIC, State of Wisconsin

Print Name: _____

My Commission: _____

NEXT GENERATION HOUSING OCCUPANCY AGREEMENT

This Occupancy Agreement (this “Agreement”) is granted as of _____, 202____, by the undersigned (whether one or more, the “Homebuyer”) and Washington County (the “Village”).

RECITALS:

A. The Homebuyer is purchasing the home and real Next Gen Home described on Exhibit A (the “Next Gen Home”).

B. The seller developed the Next Gen Home as part of the Washington County’s Next Generation Housing program used to ensure the development of attainable housing (the “Program”) and subject to its terms and conditions.

C. As a term and condition of the seller being part of the Program, the Next Gen Home receiving specific Program incentives includes a requirement that the initial buyer of the Next Gen Home must agree to occupy the Next Gen Home for a period of five years or incur the Repayment Obligation (defined below) to the Village to help offset the costs of the Program.

D. The Homebuyer and the Village desire to enter into this Agreement to set forth that Repayment Obligation.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Homebuyer agrees to the following Repayment Obligation:

1. Recitals Incorporated by Reference. The recitals are incorporated by reference herein and made a part hereof.

2. Occupancy Requirement.

A. Term. This Agreement shall remain in effect from the date that the Homebuyer purchases the Next Gen Home and continue for five years (the “Occupancy Period”) unless earlier terminated per Section 3 hereof (the “Termination Date”). On and after the Termination Date, this Agreement shall be of no further force or effect.

B. Sale or Lease of Lot or Unit During Occupancy Period. If the Homebuyer sells, conveys, leases, or transfers the Homeowner’s Lot or Unit, as applicable, to a third party during the Occupancy Period (the “Third-party Conveyance”), the Homeowner shall repay the Village a portion of the contributed subsidy made by the Village (the “Repayment Obligation”). The Repayment Obligation for each Lot or Unit shall be the amount set forth in Exhibit A (the “Approximated Subsidy”) for the applicable Lot or Unit multiplied by the Repayment Percentage.

C. Repayment Percentages. The percentage (Repayment Percentage) used to determine the Repayment Obligation is as follows:

Year 1 = 100%

Year 2 = 80%

Year 3 = 60%

Year 4 = 40%

Year 5 = 20%

For example, if the Homeowner sold his or her Lot or Unit to a third-party buyer 14 months after acquiring the Lot or Unit, the Repayment Obligation would be 80% of the Approximated Subsidy for the Lot or Unit.

D. Exception to Repayment Obligation. If the Homeowner sells his or her improved Lot or Unit to a third party in a bona fide, arms-length transaction for less than the Purchase Price that the Homeowner paid for the improved Lot or Unit, then the Homeowner will not be required to satisfy the Repayment Obligation. The Purchase Price is the total amount paid by the Homeowner for the improved Lot or Unit. If the Homeowner subsequently improves the Lot or Unit (for example, finishes a basement or has an addition built) during his or her ownership of the Lot or Unit, the Purchase Price is then defined as the total amount paid by the Homeowner for the improved Lot or Unit plus the amount set forth on the building permit(s) for any subsequent improvements to the Lot or Unit. No costs incurred by the Homeowner for subsequent improvements that are not set forth on a building permit will be included in the Purchase Price. If the Homeowner sells the improved Lot or Unit for an amount greater than the Purchase Price but less than the total Repayment Obligation, then the Repayment Obligation shall be satisfied by the payment to the Village of the actual amount received by the Homeowner above the Purchase Price. The Homeowner may only take advantage of the exception set forth under this Section 2D if the Homeowner provides the Village an appraisal by an appraiser licensed by the state of Wisconsin, completed no more than 60 days prior to the closing of the transaction, showing that the appraised fair market value of the Lot or Unit is equal to or less than the Purchase Price. The exception to the Repayment Obligation does not apply to any leasing of a Lot or Unit.

E. Foreclosure/Conveyance In Lieu of Foreclosure. Notwithstanding anything herein to the contrary, if the holder of any mortgage on a Lot or Unit (each, a "Mortgagee") shall acquire the Lot or Unit because of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Lot or Unit in lieu of foreclosure, the rights and restrictions contained herein shall terminate and not apply to such Mortgagee upon acquisition of the Lot or Unit, or to any purchaser of the Lot or Unit at a foreclosure sale conducted by such Mortgagee, or any purchaser of the Lot or Unit from such Mortgagee. The Lot or Unit shall then be free from all such rights and restrictions.

F. Subordination. The Deed Restriction shall always be inferior and subordinate to the security interest of a Mortgagee. Seller shall execute such documents and take other actions as may be reasonably required by Mortgagee to evidence Mortgagee's first and prior security interest in the Homeowner's Lot or Unit.

3. Miscellaneous Provisions.

A. Amendments. This Agreement may not be rescinded, modified, or amended, in whole or in part, without the written consent of the current owner of the Next Gen Home and the Village.

B. Further Assurances. Homebuyer agrees from time to time, as may be reasonably required by the Village, to furnish the Village, upon its request, with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Next Gen Home, information concerning the resale of the Next Gen Home and all other material information about the Next Gen Home or Homebuyers conformance with the terms of this Agreement.

C. Severability. If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or events other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each provision hereof shall be valid and enforced to the fullest extent permitted by law.

D. Gender; Captions. The use of the plural in this Agreement shall include the singular, the singular, the plural, and the use of any gender shall be deemed to include all genders. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the intent of this Agreement.

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

F. Governing Law. This Agreement is being executed and delivered in the state of Wisconsin. It shall be governed by, construed, and enforced in accordance with the laws of Wisconsin without giving effect to any conflict of law provision or rule. The venue for any action relating to this Agreement shall be the Washington County Circuit Court or the United States District Court, Eastern District of Wisconsin.

G. Attorney's Fees. In the event of any legal actions or proceedings to enforce any rights under this Agreement, the Village shall be entitled to recover from the Homebuyer all reasonable costs and expenses incurred in connection with such action or proceeding, including, but not limited to, reasonable attorney's fees, courts costs, and any other expenses related to the enforcement or defense of its rights under this Agreement.

[signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto each caused this Agreement to be duly executed and delivered by themselves or their respective duly authorized representatives as of the day and year set forth above.

Homebuyer: _____ (Sign Name)

Date:_____

Homebuyer: _____ (Sign Name)

Date:_____

VILLAGE OF JACKSON

By:_____
Name:_____
Title:_____
Date:_____

EXHIBIT A

[Legal Description of Property]

Parcel Identification Number: XX-XXXXXXX



JACKSON POLICE DEPARTMENT

N168W19851 MAIN STREET, JACKSON, WI 53037

Integrity - Respect - Courage

RYAN D. VOSSEKUIL
CHIEF OF POLICE

PHONE: (262) 677-4949

FAX: (262) 677-8570

MEMO

To: Administrator Keller
From: Chief VossekUIL *RV*
Subject: Adoption of State Statutes- Chapters 85,134,175,254,287,450, 939-951
Date: May 10, 2024

The municipal code of the Village of Jackson currently adopts many state statutes and allows officers the ability to prosecute defendants through our municipal court. We have identified certain state statutes that haven't been adopted by the Village, therefore we are unable to issue citations for violations such as contributing to the delinquency of a minor.

To eliminate the need for the Village to adopt the ever-changing state statutes individually, I'm recommending the Village adopt a single ordinance to include which incorporates the statutory provisions of Wisconsin state statutes chapters 85, 134, 175, 254, 287, 450, and 939-951, including all offenses against the peace and good order of the state. Any future amendments, revisions or modifications to the statutes incorporated in these sections should be made part of the ordinance.

Chapter 30, Article 1, Section 30-1 (1) – (64) should be repealed and replaced with the proposed adoption. This proposed change has been reviewed by the Village prosecutor and the Mid-Moraine Municipal Court.

ORDINANCE #24-06

**AMENDING ORDINANCE SECTION 30-1 OF THE VILLAGE OF JACKSON
PERTAINING TO OFFENSES AGAINST STATE LAWS SUBJECT TO FORFEITURE**

WHEREAS, the Village Board for the Village of Jackson ordains that the following section(s) of the Municipal Code are hereby repealed, recreated, or amended to read;

Section 1. Amending Ordinance Sec. 30-1 - Offenses Against State Laws Subject to Forfeiture

- i. Wis. Stats. 85, Department of Transportation
- ii. Wis. Stats. 134, Miscellaneous Trade Regulations
- iii. Wis. Stats. 175, Miscellaneous Police Provisions
- iv. Wis. Stats. 254, Environmental Health
- v. Wis. Stats. 287, Solid Waste Reduction, Recovery, and Recycling
- vi. Wis. Stats. 450, Pharmacy Examining Board
- vii. Wis. Stats. 939, Crimes – General Provisions
- viii. Wis. Stats. 940, Crimes Against Life and Bodily Security
- ix. Wis. Stats. 941, Crimes Against Public Health and Safety
- x. Wis. Stats. 942, Crimes Against Reputation, Privacy, and Civil Liberties
- xi. Wis. Stats. 943, Crimes Against Property
- xii. Wis. Stats. 944, Crimes Against Sexual Morality
- xiii. Wis. Stats. 945, Gambling
- xiv. Wis. Stats. 946, Crimes Against Government and its Administration
- xv. Wis. Stats. 947, Crimes Against Public Peace, Order, and Other Interests
- xvi. Wis. Stats. 948, Crimes Against Children
- xvii. Wis. Stats. 949, Awards for the Victims of Crimes
- xviii. Wis. Stats. 950, Rights of Victims and Witnesses of Crime
- xix. Wis. Stats. 951, Crimes Against Animals

The following statutes defining offenses against the peace and good order of the state are adopted by reference to define offenses against the peace and good order of the Village. Any future amendments, revisions, or modifications of the statutes incorporated in this section are intended to be made part of this section.

WHEREAS, this ordinance shall be in full force and effect from and after its passage and posting or publication as provided by law.

WHEREAS, if any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision and shall not affect the validity of any other provisions, sections, or portions thereof of the ordinance. The remainder of the ordinance

shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

Introduced by:_____ Seconded by:_____

Vote: _____aye _____nay Passed and approved_____

VILLAGE OF JACKSON

By:_____
Brian J. Heckendorf, Village President

Attest:

Anastasia Gonstead, Village Clerk

Proof of Posting:

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

Village Official

Date



JACKSON POLICE DEPARTMENT

N168W19851 MAIN STREET, JACKSON, WI 53037

Integrity - Respect - Courage

RYAN D. VOSSEKUIL
CHIEF OF POLICE

PHONE: (262) 677-4949

FAX: (262) 677-8570

MEMO

To: Administrator Keller
From: Chief Vossekuil *RV*
Subject: Suggested Repeal of Section 20-38, Municipal Code
Date: May 9, 2024

The Village's Sex Offender Residency Ordinance has been established under Chapter 20, Article III, Section 20-1 through 20-41. After a comprehensive review by the Village's legal counsel, it has been identified that Section 20-38, which limits applicants to only those that have committed their most recent offense in Washington County requires review. This specific provision has been challenged in other communities and repeal is recommended.

I recommend that the Village Board of the Village of Jackson repeal Chapter 20, Article III, Section 20-38.

ORDINANCE #24-07

REPEALING SECTION 20-38 OF CHAPTER 20, ARTICLE III OF THE MUNICIPAL CODE VILLAGE OF JACKSON PERTAINING TO RESIDENCY AT THE TIME OF MOST RECENT OFFENSE

WHEREAS, the Village Board for the Village of Jackson ordains that the following section of the Municipal Code is hereby repealed, Section 20-38 of Chapter 20, Article III;

Sec. 20-38 – Original Residency Restriction

In addition to the other residency restrictions set forth herein and subject to the limitations in section 20-35, no sex offender may establish a residence in the Village unless he or she was a resident of Washington County at the time of the most recent offense resulting in the person's most recent conviction, commitment, or placement as a sex offender. This limitation shall not apply to the establishment of a residence at a dwelling that is owned by a member of the sex offender's family at the time the sex offender establishes residence therein. For purposes of this section, a member of the sex offender's family means the sex offender's mother, father, brother, sister, child, or grandparent.

WHEREAS, this ordinance shall be in full force and effect from and after its passage and posting or publication as provided by law.

WHEREAS, if any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision and shall not affect the validity of any other provisions, sections, or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

Introduced by: _____

Seconded by: _____

Vote: _____aye _____nay

Passed and approved _____

VILLAGE OF JACKSON

By: _____
Brian J. Heckendorf, Village President

Attest:

Anastasia Gonstead, Village Clerk

Proof of Posting:

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

Village Official

Date

Application and Certificate for Payment

TO OWNER: Village of Jackson N168 W19851 Main Street Jackson, WI 53037	PROJECT: Jackson Tertiary Filters W194N16658 Eagle Drive Jackson, WI 53037	APPLICATION NO: 3 PERIOD TO: 5/15/2024 CONTRACT FOR: Jackson Tertiary Filters CONTRACT DATE: 3/11/2024 PROJECT NOS: / / INVOICE NO: 12386	Distribution to: OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR: J.H. HASSINGER, INC. N60 W16289 Kohler Lane Menomonee Falls, WI 53051	VIA ARCHITECT:		

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 4,715,248.00
2. NET CHANGE BY CHANGE ORDERS	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 4,715,248.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 133,500.00
5. RETAINAGE:	
a. <u>5</u> % of Completed Work (Columns D + E on G703)	\$ 6,675.00
b. <u>0</u> % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 6,675.00
6. TOTAL EARNED LESS RETAINAGE	\$ 126,825.00
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 95,475.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 31,350.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 4,588,423.00
(Line 3 minus Line 6)	

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

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

CONTRACTOR: J.H. HASSINGER, INC.

By: _____

State of: WI

County of: Waukesha

Subscribed and sworn to before me this

Notary Public: Shelly Ritzow

My commission expires: 8/1/2024

Date: 5/15/2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 31,350.00

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

ARCHITECT:

By: _____

Date: 5/17/24

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification, is attached.

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

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

APPLICATION NO.:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO.:

3

5/16/2024

5/15/2024

Page 2

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)		BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			% (G ÷ C)		
1	General Conditions	155,178.00	10,500.00	7,000.00	0.00	17,500.00	11	137,678.00	875.00
2	Bonds and Insurance	90,000.00	90,000.00	0.00	0.00	90,000.00	100	0.00	4,500.00
3	Mobilization	20,000.00	0.00	6,000.00	0.00	6,000.00	30	14,000.00	300.00
4	Demolition	64,636.00	0.00	0.00	0.00	0.00	0	64,636.00	0.00
5	Excavation and Shoring	280,000.00	0.00	20,000.00	0.00	20,000.00	7	260,000.00	1,000.00
6	Paving	27,000.00	0.00	0.00	0.00	0.00	0	27,000.00	0.00
7	Landscaping	13,000.00	0.00	0.00	0.00	0.00	0	13,000.00	0.00
8	Concrete Labor	230,000.00	0.00	0.00	0.00	0.00	0	230,000.00	0.00
9	Concrete Materials	150,000.00	0.00	0.00	0.00	0.00	0	150,000.00	0.00
10	Precast Plank	29,500.00	0.00	0.00	0.00	0.00	0	29,500.00	0.00
11	Masonry	100,000.00	0.00	0.00	0.00	0.00	0	100,000.00	0.00
12	Steel	235,000.00	0.00	0.00	0.00	0.00	0	235,000.00	0.00
13	Carpentry	100,000.00	0.00	0.00	0.00	0.00	0	100,000.00	0.00
14	Air Barrier and Damp Proofing	9,000.00	0.00	0.00	0.00	0.00	0	9,000.00	0.00
15	Roofing	62,000.00	0.00	0.00	0.00	0.00	0	62,000.00	0.00
16	Caulking	14,000.00	0.00	0.00	0.00	0.00	0	14,000.00	0.00
17	OH and Doors	34,000.00	0.00	0.00	0.00	0.00	0	34,000.00	0.00
18	Painting	100,000.00	0.00	0.00	0.00	0.00	0	100,000.00	0.00
19	Plumbing	117,000.00	0.00	0.00	0.00	0.00	0	117,000.00	0.00
20	HVAC	300,000.00	0.00	0.00	0.00	0.00	0	300,000.00	0.00
21	Process	600,500.00	0.00	0.00	0.00	0.00	0	600,500.00	0.00
22	Electrical Materials	107,561.00	0.00	0.00	0.00	0.00	0	107,561.00	0.00



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APPLICATION NO.:
APPLICATION DATE: 3
PERIOD TO: 5/16/2024
ARCHITECT'S PROJECT NO.: 5/15/2024

Page 3

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
23	Electrical Labor	175,000.00	0.00	0.00	0.00	0.00	0	175,000.00	0.00
24	Electrical Controls	175,340.00	0.00	0.00	0.00	0.00	0	175,340.00	0.00
25	Excavation Allowance	13,000.00	0.00	0.00	0.00	0.00	0	13,000.00	0.00
26	Trench Excavation Allowance	16,000.00	0.00	0.00	0.00	0.00	0	16,000.00	0.00
27	Structural Fill Allowance	52,000.00	0.00	0.00	0.00	0.00	0	52,000.00	0.00
28	Reinforced Concrete Allowance	60,000.00	0.00	0.00	0.00	0.00	0	60,000.00	0.00
29	Crushed Aggregate Base Allowance	2,200.00	0.00	0.00	0.00	0.00	0	2,200.00	0.00
30	Geo Textile Allowance	1,200.00	0.00	0.00	0.00	0.00	0	1,200.00	0.00
31	Sidewalk Allowance	4,500.00	0.00	0.00	0.00	0.00	0	4,500.00	0.00
32	Soil Testing	10,000.00	0.00	0.00	0.00	0.00	0	10,000.00	0.00
33	Electric Utility	4,000.00	0.00	0.00	0.00	0.00	0	4,000.00	0.00
34	Gas Utility	4,000.00	0.00	0.00	0.00	0.00	0	4,000.00	0.00
35	Polymer Tote	3,000.00	0.00	0.00	0.00	0.00	0	3,000.00	0.00
36	Shop Equipment	10,000.00	0.00	0.00	0.00	0.00	0	10,000.00	0.00
37	Filters	837,000.00	0.00	0.00	0.00	0.00	0	837,000.00	0.00
38	UV Treatment	209,633.00	0.00	0.00	0.00	0.00	0	209,633.00	0.00
39	Site Utilities	300,000.00	0.00	0.00	0.00	0.00	0	300,000.00	0.00
		4,715,248.00	100,500.00	33,000.00	0.00	133,500.00	3	4,581,748.00	6,675.00



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May 3, 2024

Subject: Important Update: Accepting ACH Payments!

Dear Customer:

We understand the importance of providing convenient and secure payment methods for our valued customers, and we believe that ACH payments are the most secure and convenient option. With ACH payments, you can easily transfer funds directly from your bank account to ours, eliminating the need for paper checks or other payment methods.

Here is the information you need to set up ACH payments to J. H. Hassinger, Inc. from your account:

Bank Name:	BMO Bank N.A.
ABA Routing #:	071000288
Bank Account #:	010047875
Account Holder:	J H Hassinger Inc

If you have any questions regarding the validity of this letter, please contact the J. H. Hassinger Inc. office.

When paying by ACH, be sure to provide details of invoices paid as part of the notes with the payment, or as a separate communication to Billing@JHHassinger.com.

Thank you for choosing J. H. Hassinger, Inc. for your construction needs. We are committed to providing you with the best possible service, and we believe that offering ACH payments is another step toward enhancing your experience.

Regards,

Barry Mayhew, CPA
Controller

Email: barry@jhhassinger.com

N60 W16289 Kohler Lane · Menomonee Falls, WI 53051
Office 262-252-4701 · Fax 262-252-4227
www.jhhassinger.com



May 24, 2024

Village of Jackson
W194 N16660 Eagle Drive
Jackson, WI 53037

Attention: Brian Kober, P.E.
Director of Public Works

Subject: Project: VOJ 23-02
STH 60 – Street Lighting
Industrial Drive – Ridgeway Drive
Pay Request #5

Dear Mr. Kober:

Enclosed you will find Pay Request #5 for the STH 60 Street Lighting project in the Village of Jackson. The maximum retainage was met with pay request #2. This is per Article 6.02.A.1 Progress Payments; Retainage, of Contract Document 00500, Agreement:

Total work completed to date	= \$390,159.58
Work completed, Pay Request #5	= \$35,140.40
Total Retainage	= \$9,454.40
Amount due to Contractor, Pay Request #5	= \$35,140.40

If you have any questions or comments, please contact me at (920) 924-5720.

Sincerely,

Blake Furlano

Blake Furlano
Project Inspector
Gremmer & Associates, Inc.

Project VOJ 23-02
 STH 60 - Street Lighting
 Industrial Drive - Ridgeway Drive

Pay Request #5
 WII-Surge - Prime Contractor

Item No.	Description	Units	Total	WII-Surge		Pay Request #1		Pay Request #2		Pay Request #3		Pay Request #4		Pay Request #5		Cumulative Totals		% Complete
				Unit Price	Bid Total	Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total	
619.1000	Mobilization	EACH	1	\$15,428.00	\$15,428.00	1.0	\$15,428.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	1	\$15,428.00	100%
628.7015	Inlet Protection Type C	EACH	25	\$89.00	\$2,225.00	0.0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	0%
643.5000	Traffic Control	LS	1	\$16,871.00	\$16,871.00	1.0	\$16,871.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	1	\$16,871.00	100%
653.0164	Pull Boxes Non-Conductive 24x42-Inch	EACH	17	\$987.00	\$16,779.00	0.0	\$0.00	0	\$0.00	17.00	\$16,779.00	0.00	\$0.00	0.00	\$0.00	17	\$16,779.00	100%
654.0105	Concrete Bases Type 5	EACH	36	\$891.00	\$32,076.00	0.0	\$0.00	36	\$32,076.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	36	\$32,076.00	100%
655.0610	Electrical Wire Lighting 12 AWG	LF	7,629	\$0.92	\$7,018.68	0.0	\$0.00	0	\$0.00	256.00	\$235.52	7344.00	\$6,756.48	0.00	\$0.00	7600	\$6,992.00	100%
655.0620	Electrical Wire Lighting 8 AWG	LF	20,342	\$1.68	\$34,174.56	0.0	\$0.00	0	\$0.00	21467.00	\$36,064.56	0.00	\$0.00	0.00	\$0.00	21467	\$36,064.56	106%
655.0625	Electrical Wire Lighting 6 AWG	LF	30,513	\$1.81	\$55,228.53	0.0	\$0.00	0.00	\$0.00	32200.50	\$58,282.91	0.00	\$0.00	0.00	\$0.00	32201	\$58,282.91	106%
671.0212	Conduit HDPE Directional Bore 1-Duct 2-Inch	LF	10,835	\$13.79	\$149,414.65	5267.0	\$72,631.93	4782	\$65,943.78	100.00	\$1,379.00	0.00	\$0.00	0.00	\$0.00	10149	\$139,954.71	94%
SPV.0060.01	Install Village Furnished Lighting Unit	EACH	36	\$832.00	\$29,952.00	0.0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	36.00	\$29,952.00	36	\$29,952.00	100%
SPV.0060.02	Install Village Furnished Meter Breaker Pedestal	EACH	2	\$6,910.00	\$13,820.00	2.0	\$13,820.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	2	\$13,820.00	100%
SPV.0180.01	Concrete Restoration	SY	3.3	\$348.00	\$1,148.40	0.0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	3.30	\$1,148.40	3	\$1,148.40	100%
SPV.0180.02	Asphalt Restoration	SY	5	\$808.00	\$4,040.00	0.0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	5.00	\$4,040.00	5	\$4,040.00	100%
CO #1	Concrete Replacement (Replaces Item SPV.0180.01)	SF	700	\$13.00	\$9,100.00	0.0	\$0.00	0	\$0.00	952.60	\$12,383.80	74.40	\$967.20	0.00	\$0.00	1027	\$13,351.00	147%
CO #2	Concrete Base 24" Dia Base	EACH	36	\$150.00	\$5,400.00	0.0	\$0.00	0	\$0.00	0.00	\$0.00	36.00	\$5,400.00	0.00	\$0.00	36	\$5,400.00	100%
STH 60 TOTAL					\$392,675.82		\$118,750.93		\$98,019.78		\$125,124.79		\$13,123.68	0.00	\$35,140.40		\$390,159.58	99%
TOTAL					\$392,675.82		\$118,750.93		\$98,019.78		\$125,124.79		\$13,123.68		\$35,140.40		\$390,159.58	99.36%

WII-Surge original bid #
 \$378,175.82
 Difference / Increase of
 \$13,351.60

\$5,937.55 Retainage Est #1
 \$3,516.85 Retainage Est #2
 \$0.00 Retainage Est #3
 \$0.00 Retainage Est #4
 \$0.00 Retainage Est #5
 \$9,454.40

Max retainage to hold =
 Based off original bid price

Work completed, previous estimate \$13,123.68
 Work completed, this estimate \$35,140.40
 Total work completed \$390,159.58
 Retainage, this estimate \$0.00
 Total retainage, previous estimates \$9,454.40
 Total retainage \$9,454.40
 Amount due to contractor, estimate #5 \$35,140.40

RESOLUTION #24-16

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$5,775,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2024A

WHEREAS on May 14, 2024, the Village Board of the Village of Jackson, Washington County, Wisconsin (the "Village") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Promissory Notes (the "Notes") for public purposes, including paying the cost of remodeling the Community Center (the "Project");

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

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

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

WHEREAS Ehlers, in consultation with the officials of the Village, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on June 11, 2024;

WHEREAS the Village Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on June 11, 2024;

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

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

Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

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

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

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FIVE MILLION SEVEN HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$5,775,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2024A"; shall be issued in the aggregate principal amount of \$5,775,000; shall be dated July 2, 2024; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on June 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2025. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on June 1, 2033 and thereafter shall be subject to redemption prior to maturity, at the option of the Village, on June 1, 2032 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each

maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2024 through 2043 for the payments due in the years 2025 through 2044 in the amounts set forth on the Schedule.

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

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

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund,

separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2024A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the Village above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt

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

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

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

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

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or

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

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter into a Fiscal Agency Agreement between the Village and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 12. Persons Treated as Owners; Transfer of Notes. The Village shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of

each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

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

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 15. Payment of Issuance Expenses. The Village authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 16. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking

shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

Section 18. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded June 11, 2024.

Introduced by: _____

Seconded by: _____

Vote: ____Ayes ____ Nays

Passed and Approved: _____

Brian Heckendorf – Village President

Attest: _____
Anastasia Gonstead - Village Clerk

(SEAL)

Proof of Posting:

I the undersigned, certify that I posted this Resolution on posting boards at the Jackson Municipal Complex, Post Office, and one other location in the Village.

Village Official

Date

EXHIBIT A

Notice of Sale

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

(See Attached)

EXHIBIT B

Bid Tabulation

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

(See Attached)

EXHIBIT C

Winning Bid

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

(See Attached)

EXHIBIT D-1

Pricing Summary

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

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

[EXHIBIT MRP

Mandatory Redemption Provision

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

For the Term Bonds Maturing on June 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on June 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on June 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on June 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
WASHINGTON COUNTY
NO. R-____ VILLAGE OF JACKSON \$_____
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2024A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
June 1, _____ July 2, 2024 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the Village of Jackson, Washington County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2025 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of remodeling the Community Center, as authorized by a resolution adopted on June 11, 2024 (the "Resolution"). Said Resolution is recorded in the official minutes of the Village Board for said date.

The Notes maturing on June 1, 2033 and thereafter are subject to redemption prior to maturity, at the option of the Village, on June 1, 2032 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

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

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Village may treat and consider

the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

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

VILLAGE OF JACKSON
WASHINGTON COUNTY, WISCONSIN

By: _____
Brian Heckendorf
President

(SEAL)

By: _____
Anastasia Gonstead
Village Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

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

BOND TRUST SERVICES
CORPORATION,
ROSEVILLE, MINNESOTA

By _____
Authorized Signatory

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)



MEMO

TO: Brian Heckendorf, Village President; Budget and Finance Committee

FROM: Jen Heidtke, Village Administrator; Darlene Smith, Village Treasurer

RE: Discussion of 2024 Schedule for FMP Update and Preparing the 2025 Village Budget

DATE: June 7, 2024

Background

Our “Year 2” update with Ehlers to the 5-Year Financial Management Plan is warranted due to the anticipated reassessment of property in the Village. This update will be folded into the budget review and approval process as well. Staff recommend foregoing a separate sub-committee as the Board benefits from a more involved role in the planning process. I have tentatively scheduled Ehlers and Staff to meet with the Board on the following dates:

1. FMP Workshop #1 Capital Project Financing and TIF
Tuesday, August 27th – Special Village Board Meeting at 7PM.
(immediately following the Board of Public Works). Board of Public Works and Park and Recreation Commission will meet in August prior to this meeting to review capital projects.
2. FMP Workshop #2 Governmental Funds Plan
Tuesday, September 24th – Special Village Board Meeting at 7PM
(immediately following the Board of Public Works). Board of Public Works and Park and Recreation Commission will meet in September prior to this meeting to review operational budgets.
3. FMP Workshop #3 Utilities Plan
Tuesday, October 8th – Village Board Meeting at 7:30PM.
4. Hotel/Motel and Annual Budget Workshop
Tuesday, October 14th, 5:45PM Hotel/Motel Meeting, 6PM Special Village Board Meeting to review General Fund, Special Revenue Funds and Enterprise Funds.
5. FMP Workshop #4 Final Changes (if needed)
Tuesday, November 12th – Village Board Meeting at 7:30PM Budget Hearing and possible Budget and FMP Adoption.

Potential Motion:

Discussion only with Budget and Finance and Village Board.

RESOLUTION #24-15

RESOLUTION FOR ADOPTION OF A JACKSON SANITARY SEWER SERVICE AREA AMENDMENT

The Village Board of the Village of Jackson, Washington County, Wisconsin, does resolve as follows:

WHEREAS, the Southern Wisconsin Regional Planning Commission (SEWRPC), working in cooperation with the Village of Jackson has prepared an amendment to the sanitary sewer service area for the Jackson area; and

WHEREAS, the amendment is set forth in a SEWRPC document entitled, *Amendment to the Regional Water Quality Management Plan, Village of Jackson*, dated _____, 2024; and

WHEREAS, the Village of Jackson concurs with the amended sanitary sewer service area set forth in the aforementioned DEWRPC document entitled, *Amendment to the Regional Water Quality Management Plan, Village of Jackson*, dated _____, 2024; and

NOW, THEREFORE, BE IT RESOLVED, by the Village of Jackson Board of Trustees that the Village does hereby adopts the SEWRPC document entitled, *Amendment to the Regional Water Quality Management Plan, Village of Jackson*, dated _____, 2024, as a guide for the provision of sanitary sewer service within the Jackson area; and

BE IT FURTHER RESOLVED THAT the Village of Jackson transmit a certified copy of this Resolution to the Southeastern Wisconsin Regional Planning Commission.

Introduced by: _____

Seconded by: _____

Vote: ____ Ayes ____ Nays

Passed and Approved: _____

Brian Heckendorf – Village President

Attest: _____
Anastasia Gonstead - Village Clerk

Proof of Posting:

I the undersigned, certify that I posted this Resolution on posting boards at the Jackson Municipal Complex, Post Office, and one other location in the Village.

Village Official

Date

2135 Highland Road
Jackson, WI 53037
July 10, 2023

Ms. Jen Keller
Jackson Administrator
N168W19851 Main Street
Jackson, WI 53037

Dear Jen Keller,

Thank you for taking the time to meet with us to discuss the process of getting sewer and water to our property.

We would like to ask you to request that SEWRPC make a boundary amendment to include our property. This new boundary would include the property on the northeast corner of Highway 60 and Eagle Drive. The property would include Parcel 5 (3.80 acres) and Parcel 6 (4.06 acres). On a certified survey map, the location of the property is described as being part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 17, Town 10 North, Range 20 East, in the town of Jackson, Washington County, Wisconsin.

Thank you for your assistance in getting this boundary amended.

Sincerely,

Bob and Andrea Loduha

From: Heckel, Donald P. <dheckel@sewrpc.org>
Sent: Tuesday, March 19, 2024 9:08 AM
To: Jen Keller <jen.keller@villageofjacksonwi.gov>
Cc: Brian Kober <brian.kober@villageofjacksonwi.gov>; Dietl, Joel E. <joel.dietl@sewrpc.org>
Subject: Village of Jackson Sanitary Sewer Service Area Amendment

Good morning Jen –

Attached for your review and comment is a draft of the SEWRPC report (staff memorandum, maps, and Appendix A) for the Jackson SSA amendment request.

The following steps and a tentative schedule (per previous emails) are set forth below.

- **3-19-24:** SEWRPC staff to provide the draft report to Village staff for review and comment.
- **3-21-24:** VOJ Plan Commission reviews Resolution amending the future land use map. VOJ Noticing Class I Hearing – Staff publish a Class I public hearing notice for an ordinance to be considered by VB to amend the future land use map in May (30 day notice requirement).
- **5-14-24:** Village Board hosts public hearing and considers adoption of ordinance amending the future land use map.
- **5-16-24 or 5-28-24:** VOJ Plan Commission or Board of Public Works (to be decided, it may be both) recommend Village Board approval of the request to amend the SSA and **PC authorizes staff to publish a public hearing notice.**
- **6-11-24:** Village Board hosts public hearing and then considers adopting an amendment.
- **8-6-24:** Planning and Research Committee review of the amendment.
- **9-11-24:** Full Commission review of the amendment.
- Amendment sent to DNR for approval NLT 9-25-24.

The above-noted schedule assumes there are no large changes or objections to the land use map amendment and SSA amendment requests.

Should you have any questions about this information, including the tentative schedule, please don't hesitate.

Thank you.



Don Heckel | Senior Planner
dheckel@sewrpc.org | 262.953.3238
sewrpc.org

Staff Memorandum

RESPONSE TO REQUEST BY THE VILLAGE OF JACKSON TO AMEND THE JACKSON SANITARY SEWER SERVICE AREA

March 19, 2024

INTRODUCTION

By email received August 11, 2023, Ms. Jen Keller, Village Administrator for the Village of Jackson, requested that the Southeastern Wisconsin Regional Planning Commission (Commission) amend the Jackson sanitary sewer service area, tributary to the Village of Jackson sewage treatment facility, as that area is currently documented in SEWRPC Community Assistance Planning Report No. 124 (2nd Edition), *Sanitary Sewer Service Area for the Village of Jackson and Environs, Washington County, Wisconsin*, dated September 1997, as amended. The basic purpose of the amendment would be to include within the planned sewer service area certain lands located immediately adjacent to, but outside, the currently adopted sewer service area.

AREA DESCRIPTION

As shown on Map 1, the area proposed to be added to the Jackson sewer service area encompasses approximately 8.7 acres and is located northeast of, and immediately adjacent to, the intersection of Eagle Drive and Main Street (STH 60) within the southeast quarter of U.S. Public Land Survey Section 17, Township 10 North, Range 20 East, Washington County, Wisconsin.

The subject area contains approximately 3.5 acres of environmentally significant lands, consisting of 2.4 acres of secondary environmental corridor (comprised of 1-percent-annual-probability (100-year recurrence interval) floodplain and wetlands), and approximately 1.1 acre of floodplain and a small, isolated wetland/stormwater pond located outside of the secondary environmental corridor.

Approximately 1.2 acres of the subject area is proposed to be developed for a commercial use as identified in the most recent Village of Jackson comprehensive plan amendment, which was adopted May 14, 2024. The remaining approximately four acres are comprised of existing institutional lands associated with the adjacent Living Word Lutheran School property and adjacent existing and proposed streets and highway uses.

A more detailed delineation of the amended sewer service area, and of the environmentally significant lands within, are shown on the aerial photograph reproduced as Map 2.

RELATIONSHIP OF THE PROPOSED CHANGE TO THE EXISTING SANITARY SEWER SERVICE AREA

The proposed addition of approximately 8.7 acres to the Jackson sewer service area represents an increase in the Jackson planned sewer service area of 1.9 percent. As noted above, the subject area is proposed for commercial use and includes existing governmental and institutional and existing and proposed streets and highway uses. As such, the resident population of the Jackson sewer service area is anticipated to remain unchanged. The estimated buildout population of the expanded sewer service area—that is, the population that could be accommodated under full development of the Jackson sanitary sewer service area—would continue to lie within the year 2050 population range for the Jackson sewer service area set forth in the regional land use and transportation plan (VISION 2050) of 11,570 to 15,160 persons.

WATER QUALITY IMPACTS

Under the adopted regional water quality management plan and the Jackson sewer service area plan, it is envisioned that all new urban development within the planned sewer service area would receive sanitary sewer service. Assuming that all applicable Federal, State, and local permits are obtained, and that proper site development and construction practices are employed, there should be no significant adverse water quality impacts attributable to the development of the planned sewer service area.

WASTEWATER TREATMENT PLANT CAPACITY

Wastewater from the commercial land use parcel proposed to be added to the SSA will be conveyed through the Village of Jackson sewerage system and treated at the Village of Jackson Wastewater Treatment Plant (WWTP). The WWTP has a design capacity of 1.69 million gallons per day (mgd) on an average annual basis. The current (2022) wastewater flow rate is approximately 1.27 mgd on an average annual basis. The anticipated sewage flow to be generated in the area proposed to be added to the Jackson sewer service area is expected to be approximately 0.001 mgd on an average annual basis. Thus, the WWTP has adequate capacity to treat sewage flows from the subject area.

PUBLIC REACTION TO THE PLAN AMENDMENT

A public hearing was held on____, at the Jackson Village Hall to receive public comment on, and reaction to, the proposed sewer service area amendment. The hearing was sponsored by the Village of Jackson and the Regional Planning Commission. A summary of the amendment was presented prior to receiving public comment.

(To be completed following the public hearing.)

LOCAL ACTION ON THE PLAN AMENDMENT

The Jackson Village Board approved the sewer service area amendment following the public hearing on ____.

(To be completed following the public hearing.)

REGIONAL HOUSING PLAN: JOB/HOUSING BALANCE

Appendix A provides job/housing balance information for the Village of Jackson developed under the Commission's regional housing plan. The inclusion of information from the regional housing plan in sewer service area amendment reports is based upon a regional housing plan recommendation (one of 50 recommendations made under the plan) that 1) The Commission provide the findings of the approximate job/housing balance analysis conducted under the regional housing plan to communities requesting an amendment of their sanitary sewer service area and 2) for those communities with a job/housing imbalance, that recommendations be provided to the community for their future consideration in addressing that imbalance. However, it is important to note that job/housing balance is not intended to be a requirement to be met by any individual sewer service area amendment.

CONCLUDING RECOMMENDATION

The Regional Planning Commission's evaluation of proposed sanitary sewer service area amendments includes a consideration of whether the amendment is consistent with the regional land use plan, the regional water quality

management plan, the provisions of the *Wisconsin Administrative Code* governing water quality management plans, and whether established procedures for amending sewer service areas have been followed.

- **Consistency with the Regional Land Use Plan**

The regional land use plan recommends that, in addition to the infilling and redevelopment of existing urban centers, new urban development within the Region be accommodated through the orderly expansion of existing urban centers in locations which can be readily served by basic urban facilities, including sanitary sewer service, with the overall amount of new urban development consistent with projected growth in population and the economic base. The regional land use plan further recommends the preservation of primary environmental corridors and that consideration be given to the preservation of secondary environmental corridors and isolated natural resource areas.

(To be completed following the public hearing.)

- **Consistency with the Regional Water Quality Management Plan**

The regional water quality management plan recommends that new urban development within the Region be provided with centralized sanitary sewer service. The plan designates a wastewater treatment plant to serve each of the urban centers within the Region that are identified in the regional land use plan. In the case at hand, the regional plan recommends that wastewater from the Jackson urban service area be conveyed to and treated at the Jackson wastewater treatment plant.

(To be completed following the public hearing.)

- **Consistency with Chapter NR 121 of the *Wisconsin Administrative Code***

Chapter NR 121 of the *Wisconsin Administrative Code* governs the preparation of areawide water quality management plans, including the component sewer service area plans. The code requires that sewer service areas be determined in a way that promotes cost-effective and environmentally sound wastewater collection and treatment and that is consistent with 20-year population projections. Under the code, sewer service area plans must identify lands that are to be excluded from sewer service because of physical or environmental constraints or potential adverse water quality impacts.

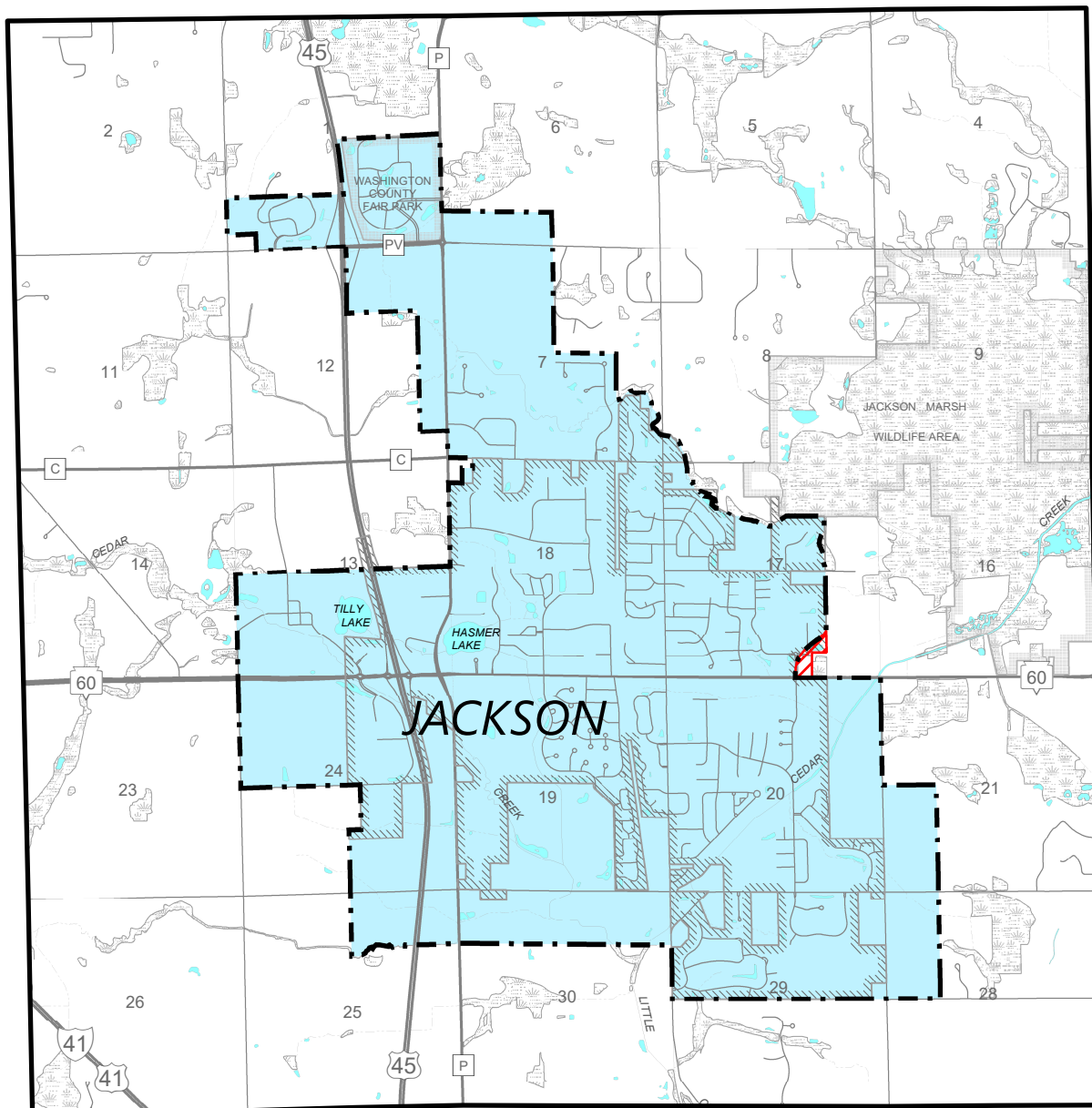
(To be completed following the public hearing.)

- **Consistency with Procedural Requirements**

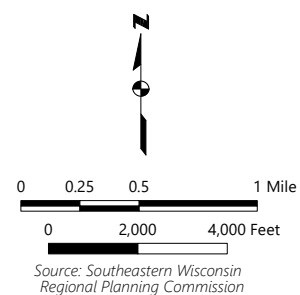
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(To be completed following the public hearing.)

Map 1 Proposed Amendment to the Village of Jackson Sanitary Sewer Service Area

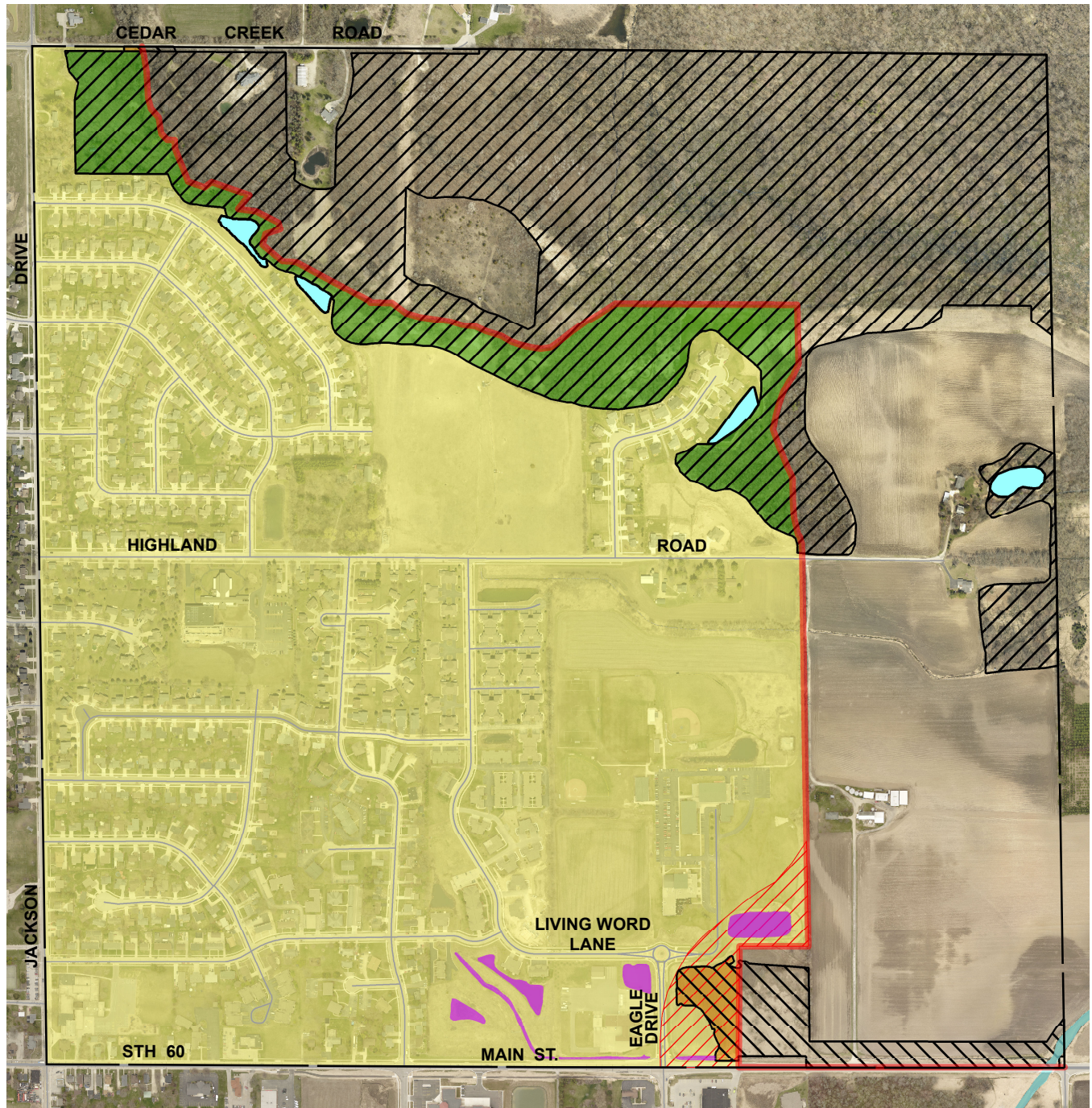


- VILLAGE OF JACKSON PLANNED SANITARY SEWER SERVICE AREA
- AREA TO BE ADDED TO THE VILLAGE OF JACKSON SEWER SERVICE AREA
- PLANNED SANITARY SEWER SERVICE AREA BOUNDARY
- MUNICIPAL BOUNDARY



Map 2
Environmentally Significant Lands and Planned Sanitary Sewer Service Area for the Village of Jackson

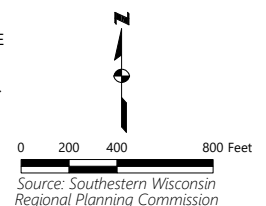
U.S. Public Land Survey Section 17
 Township 10 North, Range 20 East



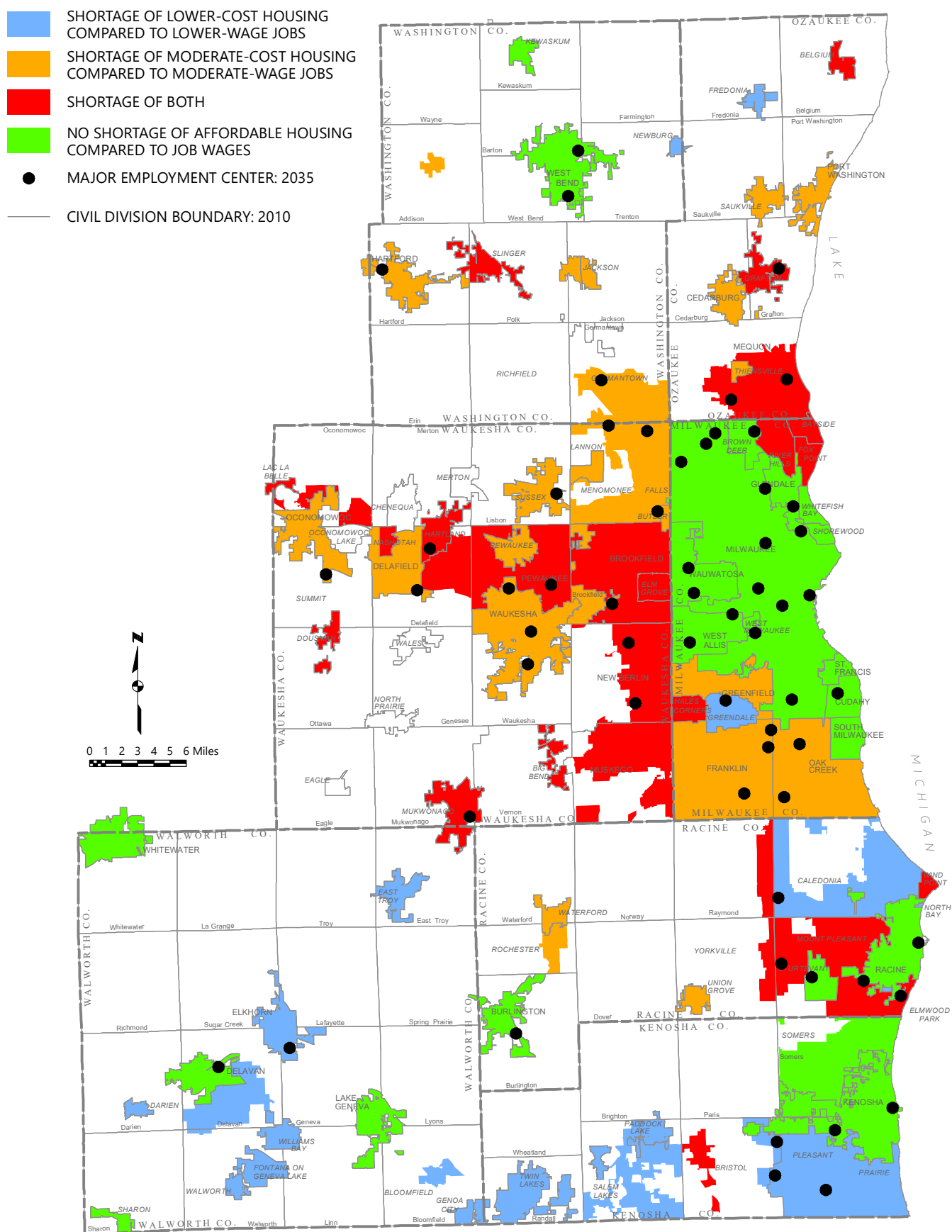
Photography Date: April/May 2022

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|  | PRIMARY ENVIRONMENTAL CORRIDOR |  | AREA TO BE ADDED TO THE VILLAGE OF JACKSON
SANITARY SEWER SERVICE AREA |
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|  | PLANNED SANITARY SEWER
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NOTE: This map replaces a portion of Map 7-5, page 24, of SEWRPC Community Assistance Planning Report No. 124
 (2nd Edition), *Sanitary Sewer Service Area for the Village of Jackson, Washington County, Wisconsin*, September 1997.



Projected Job/Housing Imbalances in Sewered Communities in the Southeastern Wisconsin Region: 2035



Appendix A

REGIONAL HOUSING PLAN: JOB/HOUSING BALANCE ANALYSIS

On March 13, 2013, the Regional Planning Commission adopted a regional housing plan for the seven-county Southeastern Wisconsin Region. That plan is documented in SEWRPC Planning Report No. 54, *A Regional Housing Plan for Southeastern Wisconsin*, dated March 2013. The plan addresses a range of housing issues and concerns, including the balance between jobs and housing throughout the Region. The plan includes a generalized analysis of the “job/housing balance” for subareas of the Region. The regional housing plan recommends providing the findings of the job-housing analysis to communities seeking to amend their sanitary sewer service areas, with the intent to inform communities of any job/housing imbalance, and to encourage them to consider addressing the imbalance when they review and update their community comprehensive plan and zoning ordinance. Accordingly, the findings of that analysis are summarized in this appendix.

The job/housing analysis conducted under the regional housing study examined the relationship between jobs and housing that would exist in areas planned by local governments to be served by a public sanitary system, assuming implementation of adopted long-range comprehensive plans for those areas. For each sewered community, the analysis compared the projected relative shares of lower-cost, moderate-cost, and higher-cost housing¹ with the projected relative shares of lower-wage, moderate-wage, and higher-wage jobs,² respectively. Job/housing imbalances identified under this analysis are indicated on Map A.1. A “lower-cost” job/housing imbalance indicates a community projected to have a higher percentage of lower-wage jobs than lower-cost housing. A “moderate-cost” job/housing imbalance indicates a community projected to have a higher percentage of moderate-wage jobs than moderate-cost housing.

Map A.1 shows the Village of Jackson is projected to have a shortage of moderate-cost housing compared to moderate-wage jobs. The regional housing plan would encourage the Village to consider conducting a more detailed job/housing analysis specific to their community, with the community-level analysis considering community-specific wage data and housing price data. The community-specific analysis could also consider the effect of multiple workers in a household, which was not incorporated in the regional-level analysis.

¹ For purposes of the analysis, lower-cost housing generally includes multi-family dwellings and single- and two-family dwellings at densities of 6,000 square feet or less per dwelling unit; moderate-cost housing includes single- and two-family dwellings at densities of one dwelling per 6,000 to 20,000 square feet for homes constructed prior to 2000 and at densities of one dwelling per 6,000 to 10,000 square feet for housing constructed after 2000; and higher-cost housing includes the balance of the housing stock.

² For purposes of the analysis, lower-wage jobs include those with an average annual wage that is 80 percent or less than the average annual wage for all jobs in the county; moderate-wage jobs include those with an average annual wage between 80 percent and 135 percent of average annual wage for all jobs in the county; and higher-wage jobs include those with an average annual wage that is 135 percent or more of the annual average wage for all jobs in the county.

The regional housing plan further recommends that communities which are demonstrated to have a job/housing imbalance following a community-specific analysis consider making changes to their comprehensive plan and zoning ordinance, as appropriate, to enable the provision of housing suitable for the people holding jobs in their community. Actions to address a moderate-cost job/housing imbalance could include modifying the comprehensive plan to permit some single-family residences on smaller lots (1/4 acre or less) and of modest square footage (1,200 square feet). Actions to address a lower-cost job/housing imbalance could include modifying the comprehensive plan to permit some modest multi-family housing (density of about 10 housing units per acre and 800 to 850 square feet per two bedroom apartment).

Additional information about the housing plan and the job/housing balance analysis is available on the SEWRPC website (www.sewrpc.org/sewrpc/housing.htm) or by contacting the SEWRPC staff.

SAMPLE

**A SUGGESTED RESOLUTION FOR ADOPTION OF A
JACKSON SANITARY SEWER SERVICE AREA AMENDMENT**

WHEREAS, the Southeastern Wisconsin Regional Planning Commission (SEWRPC), working in cooperation with the Village of Jackson, has prepared an amendment to the sanitary sewer service area for the Jackson area; and

WHEREAS, the amendment is set forth in a SEWRPC document entitled, *Amendment to the Regional Water Quality Management Plan, Village of Jackson*, dated ____ 2023; and

WHEREAS, the Village of Jackson concurs with the amended sanitary sewer service area set forth in the aforementioned SEWRPC document entitled *Amendment to the Regional Water Quality Management Plan, Village of Jackson*, dated ____ 2023.

NOW, THEREFORE, BE IT RESOLVED THAT the Village Board of the Village of Jackson, on the __th day of ____ 2023, hereby adopts the SEWRPC document entitled *Amendment to the Regional Water Quality Management Plan, Village of Jackson*, dated ____ 2023, as a guide for the provision of sanitary sewer service within the Jackson area; and

BE IT FURTHER RESOLVED THAT the Village transmit a certified copy of this Resolution to the Southeastern Wisconsin Regional Planning Commission.

#270222
DPH
9/22/23

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

W239 N1812 ROCKWOOD DRIVE • PO BOX 1607 • WAUKESHA, WI 53187-1607 • TELEPHONE (262) 547-6721

Serving the Counties of:

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Staff Memorandum

RESPONSE TO REQUEST BY THE VILLAGE OF JACKSON TO AMEND THE JACKSON SANITARY SEWER SERVICE AREA

May 23, 2024

INTRODUCTION

By email received August 11, 2023, Ms. Jen Keller, Village Administrator for the Village of Jackson, requested that the Southeastern Wisconsin Regional Planning Commission (Commission) amend the Jackson sanitary sewer service area, tributary to the Village of Jackson sewage treatment facility, as that area is currently documented in SEWRPC Community Assistance Planning Report No. 124 (2nd Edition), *Sanitary Sewer Service Area for the Village of Jackson and Environs, Washington County, Wisconsin*, dated September 1997, as amended. The basic purpose of the amendment would be to include within the planned sewer service area certain lands located immediately adjacent to, but outside, the currently adopted sewer service area.

AREA DESCRIPTION

As shown on Map 1, the area proposed to be added to the Jackson sewer service area encompasses approximately 8.7 acres and is located northeast of, and immediately adjacent to, the intersection of Eagle Drive and Main Street (STH 60) within the southeast quarter of U.S. Public Land Survey Section 17, Township 10 North, Range 20 East, Washington County, Wisconsin.

The subject area contains approximately 3.5 acres of environmentally significant lands, consisting of 2.4 acres of secondary environmental corridor (comprised of 1-percent-annual-probability (100-year recurrence interval) floodplain and wetlands), and approximately 1.1 acre of floodplain and a small, isolated wetland/stormwater pond located outside of the secondary environmental corridor.

Approximately 1.2 acres of the subject area is proposed to be developed for commercial use as identified in the most recent Village of Jackson comprehensive plan amendment, which was adopted May 14, 2024. The remaining approximately four acres are comprised of existing institutional lands associated with the adjacent Living Word Lutheran School property and adjacent existing and proposed streets and highway uses.

A more detailed delineation of the amended sewer service area, and of the environmentally significant lands within, are shown on the aerial photograph reproduced as Map 2.

RELATIONSHIP OF THE PROPOSED CHANGE TO THE EXISTING SANITARY SEWER SERVICE AREA

The proposed addition of approximately 8.7 acres to the Jackson sewer service area represents an increase in the Jackson planned sewer service area of 1.9 percent. As noted above, the subject area is proposed for commercial use and includes existing governmental and institutional and existing and proposed streets and highway uses. As such, the resident population of the Jackson sewer service area is anticipated to remain unchanged. The estimated buildout population of the expanded sewer service area—that is, the population that could be accommodated under full development of the Jackson sanitary sewer service area—would continue to lie within the year 2050 population range for the Jackson sewer service area set forth in the regional land use and transportation plan (VISION 2050) of 11,570 to 15,160 persons.

WATER QUALITY IMPACTS

Under the adopted regional water quality management plan and the Jackson sewer service area plan, it is envisioned that all new urban development within the planned sewer service area would receive sanitary sewer service. Assuming that all applicable Federal, State, and local permits are obtained, and that proper site development and construction practices are employed, there should be no significant adverse water quality impacts attributable to the development of the planned sewer service area.

WASTEWATER TREATMENT PLANT CAPACITY

Wastewater from the commercial land use parcel proposed to be added to the SSA will be conveyed through the Village of Jackson sewerage system and treated at the Village of Jackson Wastewater Treatment Plant (WWTP). The WWTP has a design capacity of 1.69 million gallons per day (mgd) on an average annual basis. The current (2022) wastewater flow rate is approximately 1.27 mgd on an average annual basis. The anticipated sewage flow to be generated in the area proposed to be added to the Jackson sewer service area is expected to be approximately 0.001 mgd on an average annual basis. Thus, the WWTP has adequate capacity to treat sewage flows from the subject area.

PUBLIC REACTION TO THE PLAN AMENDMENT

A public hearing was held on _____, at the Jackson Village Hall to receive public comment on, and reaction to, the proposed sewer service area amendment. The hearing was sponsored by the Village of Jackson and the Regional Planning Commission. A summary of the amendment was presented prior to receiving public comment.

(To be completed following the public hearing.)

LOCAL ACTION ON THE PLAN AMENDMENT

The Jackson Village Board approved the sewer service area amendment following the public hearing on _____.

(To be completed following the public hearing.)

REGIONAL HOUSING PLAN: JOB/HOUSING BALANCE

Appendix A provides job/housing balance information for the Village of Jackson developed under the Commission's regional housing plan. The inclusion of information from the regional housing plan in sewer service area amendment reports is based upon a regional housing plan recommendation (one of 50 recommendations made under the plan) that 1) The Commission provide the findings of the approximate job/housing balance analysis conducted under the regional housing plan to communities requesting an amendment of their sanitary sewer service area and 2) for those communities with a job/housing imbalance, that recommendations be provided to the community for their future consideration in addressing that imbalance. However, it is important to note that job/housing balance is not intended to be a requirement to be met by any individual sewer service area amendment.

CONCLUDING RECOMMENDATION

The Regional Planning Commission's evaluation of proposed sanitary sewer service area amendments includes a consideration of whether the amendment is consistent with the regional land use plan, the regional water quality management plan, the provisions of the *Wisconsin Administrative Code* governing water quality management plans, and whether established procedures for amending sewer service areas have been followed.

- **Consistency with the Regional Land Use Plan**

The regional land use plan recommends that, in addition to the infilling and redevelopment of existing urban centers, new urban development within the Region be accommodated through the orderly expansion of existing urban centers in locations which can be readily served by basic urban facilities, including sanitary sewer service, with the overall amount of new urban development consistent with projected growth in population and the economic base. The regional land use plan further recommends the preservation of primary environmental corridors and that consideration be given to the preservation of secondary environmental corridors and isolated natural resource areas.

(To be completed following the public hearing.)

- **Consistency with the Regional Water Quality Management Plan**

The regional water quality management plan recommends that new urban development within the Region be provided with centralized sanitary sewer service. The plan designates a wastewater treatment plant to serve each of the urban centers within the Region that are identified in the regional land use plan. In the case at hand, the regional plan recommends that wastewater from the Jackson urban service area be conveyed to and treated at the Jackson wastewater treatment plant.

(To be completed following the public hearing.)

- **Consistency with Chapter NR 121 of the *Wisconsin Administrative Code***

Chapter NR 121 of the *Wisconsin Administrative Code* governs the preparation of areawide water quality management plans, including the component sewer service area plans. The code requires that sewer service areas be determined in a way that promotes cost-effective and environmentally sound wastewater collection and treatment and that is consistent with 20-year population projections. Under the code, sewer service area plans must identify lands that are to be excluded from sewer service because of physical or environmental constraints or potential adverse water quality impacts.

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(To be completed following the public hearing.)

JED/DPH/mid
3/18/2024; 3/13/2024; 2/27/20024; 2/15/2024
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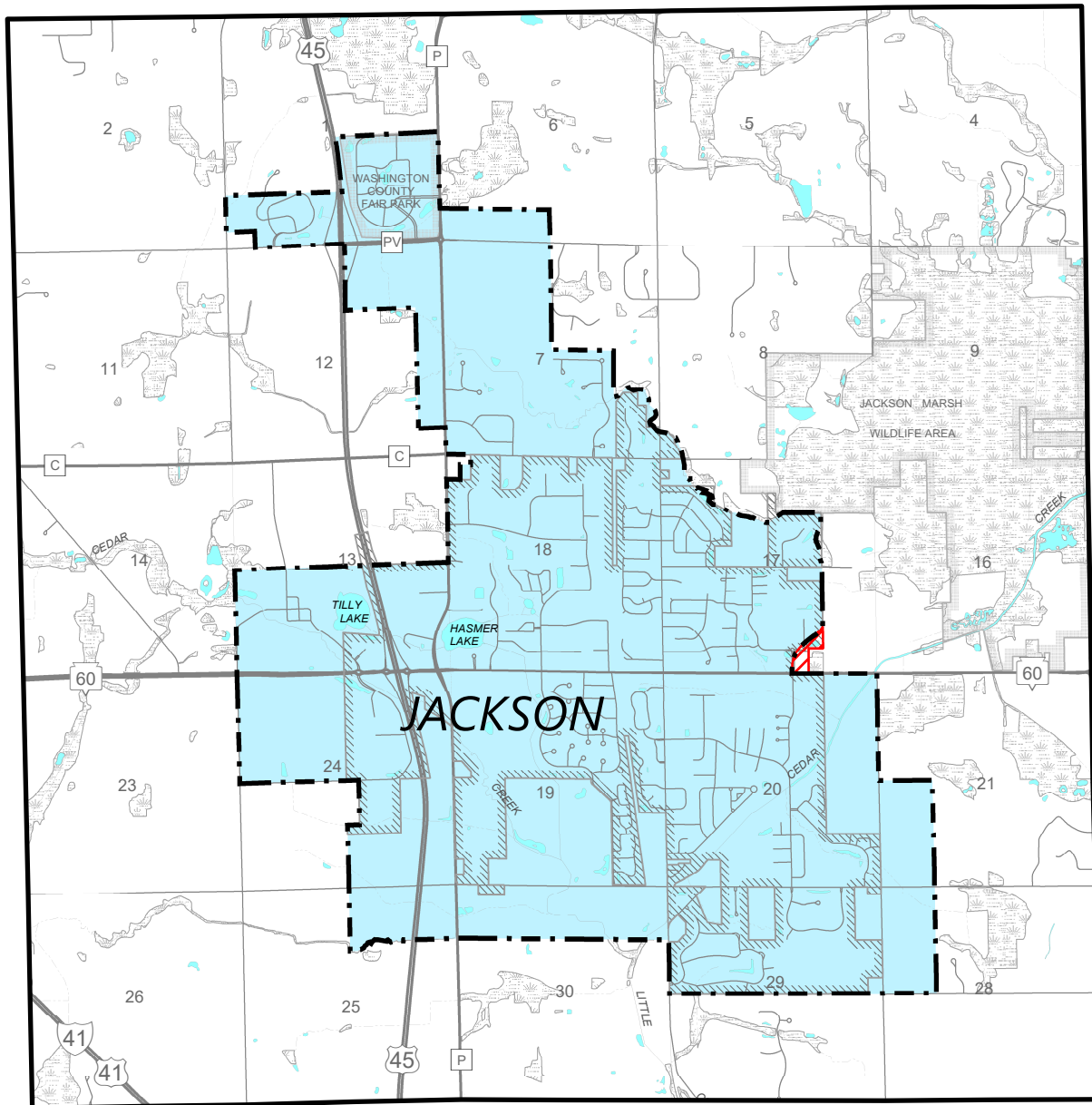
Staff Memorandum

**RESPONSE TO REQUEST BY THE VILLAGE OF JACKSON
TO AMEND THE JACKSON SANITARY SEWER SERVICE AREA**

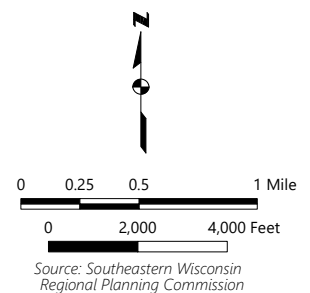
May 23, 2024

MAPS

Map 1 Proposed Amendment to the Village of Jackson Sanitary Sewer Service Area

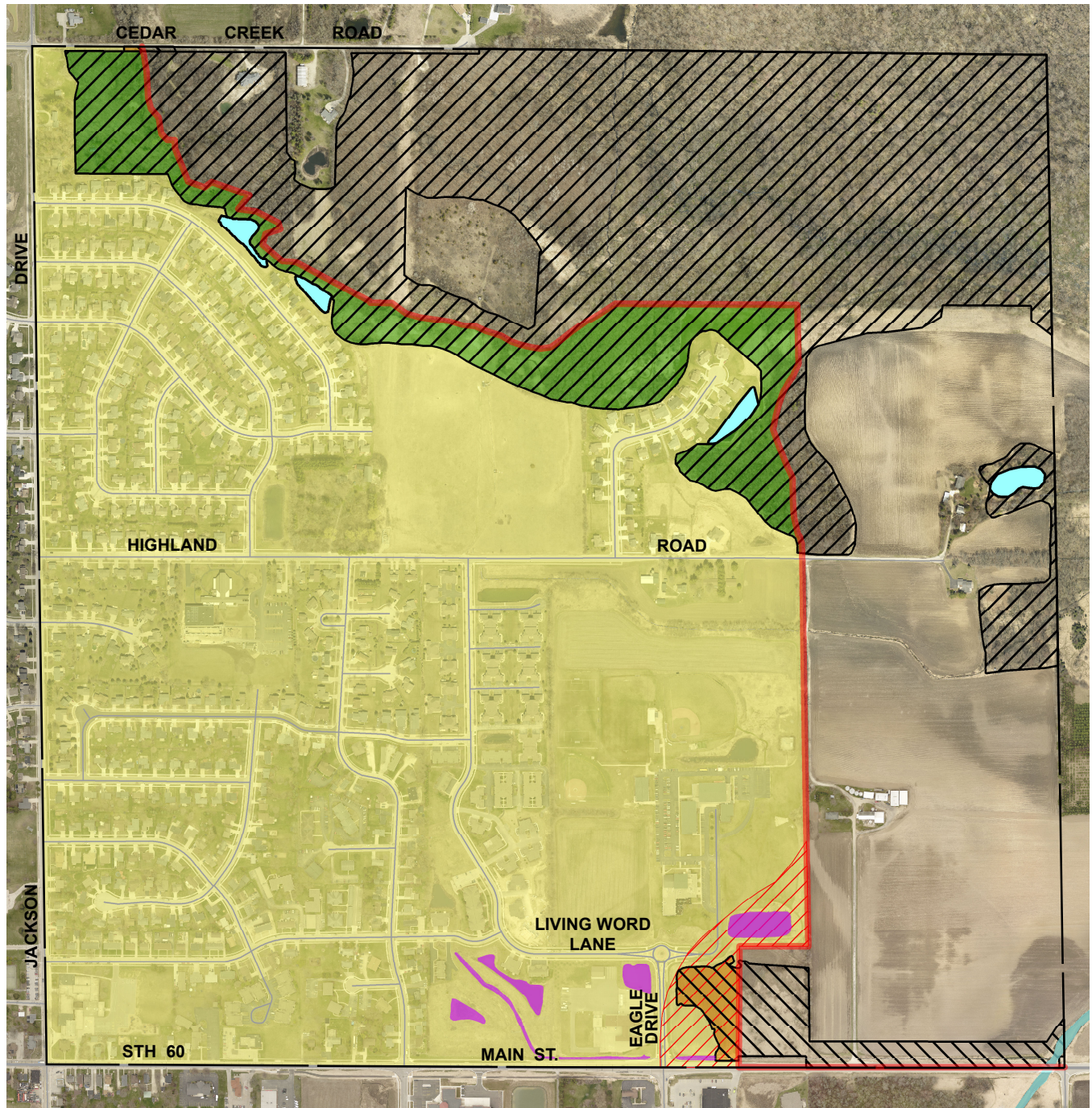


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Map 2
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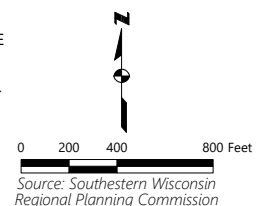
U.S. Public Land Survey Section 17
 Township 10 North, Range 20 East



Photography Date: April/May 2022

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|  | PRIMARY ENVIRONMENTAL CORRIDOR |  | AREA TO BE ADDED TO THE VILLAGE OF JACKSON
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APPENDICES

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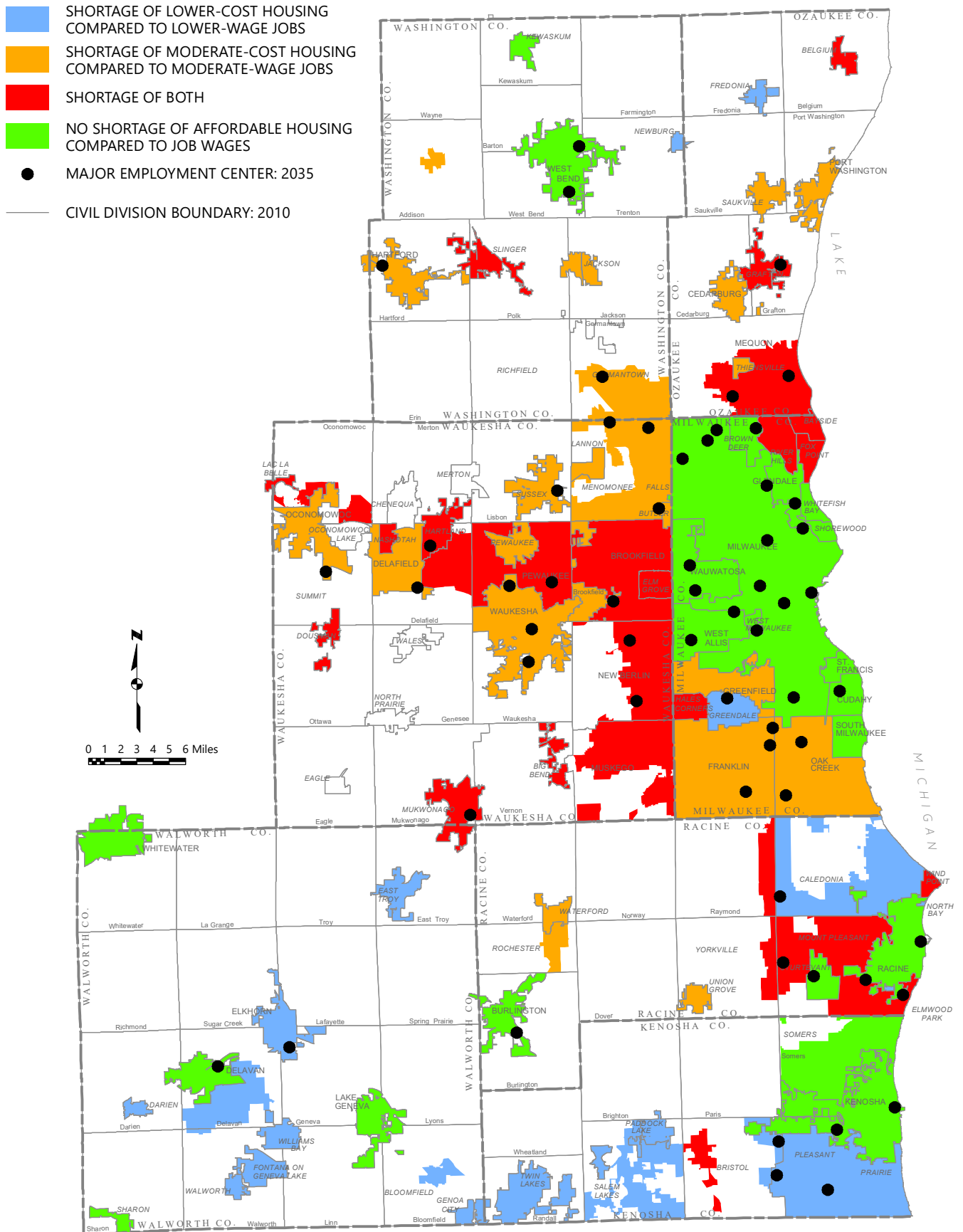
Appendix A

REGIONAL HOUSING PLAN: JOB/HOUSING BALANCE ANALYSIS

MAPS

Map A.1

Projected Job/Housing Imbalances in Sewered Communities in the Southeastern Wisconsin Region: 2035





Drinking Water Report

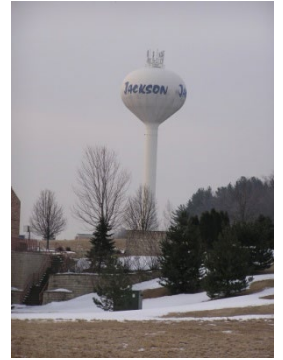
2023 Consumer Confidence Report

Jackson Water Utility

W194 N16660 Eagle Dr

Jackson, WI. 53037

jeff.kreutzinger@villageofjacksonwi.gov



The Jackson Water Utility is pleased to provide you with the 2023 Drinking Water Report. We want to keep you informed about the quality of water and services that are delivered to you every day. We are committed to serving our users by meeting the daily challenges of providing a safe and adequate supply of water in all circumstances.

WATER SOURCE - 100% ground water, obtained from five (5) active producing wells, which two (2) of the wells are artesian flowing. Other facilities include two (2) water towers for a combined storage capacity of 750,000 gallons and one (1) booster station. The utility uses chlorine as a disinfecting agent and adds a blended phosphate to the drinking water. This blend of phosphates is a sequestering agent used to control red water, discoloration, scale deposits, and corrosion of watermain, service lines and plumbing. Phosphorus is a major component in a person's diet and is found in almost all foods. The National Sanitation Foundation and the Underwriters Laboratories approve this food grade formula for use in public drinking water. The utility also maintains a total of approximately 52 miles of water main and 3574 customers connected to those mains. In 2022, the water utility pumped a total of 222 million gallons of water.

HEALTH and EDUCATION – The sources of drinking water, both tap water and bottled water, include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels through the ground, it dissolves naturally occurring minerals, and in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. All sources of drinking water are subject to potential contamination by constituents that are naturally occurring or are manmade. Those constituents can be microbes, organic or inorganic chemicals, or radioactive materials. Please remember that the presence of these constituents does not necessarily pose a health risk. The *Jackson Water Utility* routinely monitors for constituents in your drinking water according to Federal and State laws. The following table shows the results of our monitoring as of December 31st, 2023. All drinking water may be reasonably expected to contain at least small amounts of some constituents. Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/ AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/ CDC guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbiological contaminants are available from the Safe Drinking Water Hotline 1-800-426-4791.

WATER SYSTEM INFORMATION AND OPPORTUNITIES FOR INPUT - The Jackson Water Utility is pleased to report that the drinking water is safe and meets federal and state requirements. If you have any questions about this report or your water utility, please contact *Brian Kober, P.E., Director of Public Works* or *Jeff Kreutzinger, Water Superintendent* at 262-677-0707 ext 214. The Jackson Water Utility wants the valued customers to be informed about their water utility. In the continuing efforts to maintain a safe and dependable water supply, there may be times necessary to make improvements to the water system. The costs of these improvements may be reflected in the rate structure. Rate adjustments may be necessary in order to address these improvements. Also, you are invited to attend any of our regularly scheduled Village Board meetings. Village board meets the second Tuesday of each month at 7:30 PM, and the Board of Public Works meets the last Tuesday of each month at 6:00 PM.

Thank you for allowing the Jackson Water Utility to continue providing you with clean, quality water. The Jackson Water Utility works around the clock to provide top quality water to every tap. We ask that all our customers help us protect our water sources, which is the heart of our community, our way of life and our children's future.

DEFINITIONS - In this table you will find many terms and abbreviations you might not be familiar with. To help you better understand these terms we've provided the following definitions:

Non-Detects (ND) - laboratory analysis indicates that the constituent is not present.

Parts per million (ppm) or Milligrams per liter (mg/ l) - one part per million corresponds to one minute in two years or a single penny in \$10,000.

Parts per billion (ppb) or Micrograms per liter (ug/ l) - one part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.

Parts per trillion (ppt) or Nanograms per liter (nanograms/l) - one part per trillion corresponds to one minute in 2,000,000 years, or a single penny in \$10,000,000,000.

Parts per quadrillion (ppq) or Picograms per liter (picograms/l) - one part per quadrillion corresponds to one minute in 2,000,000,000 years or one penny in \$10,000,000,000,000.

Picocuries per liter (pCi/L) - picocuries per liter is a measure of the radioactivity in water.

Millirems per year (mrem/yr) - measure of radiation absorbed by the body.

Million Fibers per Liter (MFL) - million fibers per liter is a measure of the presence of asbestos fibers that are longer than 10 micrometers.

Nephelometric Turbidity Unit (NTU) - nephelometric turbidity unit is a measure of the clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

Action Level (AL) the concentration of a contaminant, which, if exceeded, triggers treatment or other requirements that a water system must follow.

Treatment Technique (TT) - (mandatory language) A treatment technique is a required process intended to reduce the level of a contaminant in drinking water.

Maximum Contaminant Level - (mandatory language) The "Maximum Allowed" (MCL) is the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal - (mandatory language) The "Goal"(MCLG) is the level of a contaminant in drinking water below that there is no known or expected risk to health. MCLG's allow for a margin of safety.

Maximum residual disinfectant level – (MRDL) The highest level of disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfection is necessary for control of microbial contaminants.

Maximum residual disinfectant level goal – (MRDLG) The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLG's do not reflect the benefits of the use of disinfectants to control microbial contaminants.

MCL's are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect.

Total Coliform: The Total Coliform Rule (TCR) requires water systems to meet a stricter limit for coliform bacteria. Coliform bacteria are usually harmless, but their presence in water can be an indication of disease-causing bacteria. When coliform bacteria are found, special follow-up tests are done to determine if harmful bacteria are present in the water supply. If this limit is exceeded, the water supplier must notify the public by newspaper, television or radio. To comply with the stricter regulation, we have increased the average amount of chlorine in the distribution system.

Nitrates: As a precaution we always notify physicians and health care providers in this area if there is ever a higher than normal level of nitrates in the water supply.

Lead: Lead in drinking water is rarely the sole cause of lead poisoning, but it can add to a person's total lead exposure. All potential sources of lead in the household should be identified and removed, replaced or reduced.

Hardness: Water described as "hard" is high in dissolved minerals, specifically calcium and magnesium. Hard water is not a health risk, but a nuisance because of mineral buildup on plumbing fixtures and poor soap and/ or detergent performance.

What is the hardness level of Jackson's Municipal Water System? Jackson's water hardness is 22 grains/gallon or 380 parts/million; the iron content is 0.4 milligrams per liter or 1/2 part/million.

Detected Contaminants

Your water was tested for many contaminants last year. We are allowed to monitor for some contaminants less frequently than once a year. The following tables list only those contaminants which were detected in your water. If a contaminant was detected last year, it will appear in the following tables without a sample date. If the contaminant was not monitored last year, but was detected within the last 5 years, it will appear in the tables below along with the sample date.

Disinfection Byproducts

Contaminant (units)	Site	MCL	MCLG	Level Found	Range	Sample Date (if prior to 2023)	Violation	Typical Source of Contaminant
HAA5 (ppb)	B-11	60	60	1	1		No	By-product of drinking water chlorination
TTHM (ppb)	B-11	80	0	3.7	3.7		No	By-product of drinking water chlorination

Inorganic Contaminants

Contaminant (units)	Site	MCL	MCLG	Level Found	Range	Sample Date (if prior to 2023)	Violation	Typical Source of Contaminant
ARSENIC (ppb)		10	n/a	7	2 - 7		No	Erosion of natural deposits; Runoff from orchards; Runoff from glass and electronics production wastes
BARIUM (ppm)		2	2	0.079	0.066 - 0.079		No	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits
FLUORIDE (ppm)		4	4	0.2	0.2 - 0.2		No	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories

Contami- nant (units)	Site	MCL	MCLG	Level Found	Range	Sample Date (if prior to 2023)	Vio- la- tion	Typical Source of Contaminant
NICKEL (ppb)		100		1.4000	0.0000 - 1.4000		No	Nickel occurs naturally in soils, ground water and surface waters and is often used in electroplating, stain- less steel and alloy products.
NITRATE (N03-N) (ppm)		10	10	2.70	0.00 - 2.70		No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
SODIUM (ppm)		n/a	n/a	21.00	8.40 - 21.00		No	n/a

Contami- nant (units)	Action Level	MCLG	90th Percen- tile Level Found	# of Re- sults	Sample Date (if prior to 2023)	Vio- la- tion	Typical Source of Contaminant
COPPER (ppm)	AL=1.3	1.3				No	Corrosion of household plumbing systems; Erosion of natural depos- its; Leaching from wood preserva- tives
LEAD (ppb)	AL=15	0				No	Corrosion of household plumbing systems; Erosion of natural deposits

Radioactive Contaminants

Contaminant (units)	Site	MCL	MCLG	Level Found	Range	Sample Date (if prior to 2023)	Viola- tion	Typical Source of Contaminant
GROSS ALPHA, EXCL. R & U (pCi/l)		15	0	2.1	0.0 - 2.1	9/15/2020	No	Erosion of natural deposits
RADIUM, (226 + 228) (pCi/l)		5	0	1.3	0.0 - 1.3	9/15/2020	No	Erosion of natural deposits
COMBINED URA- NIUM (ug/l)		30	0	0.6	0.0 - 0.6	10/19/2020	No	Erosion of natural deposits

Additional Health Information

While your drinking water meets USEPA's standard for **arsenic**, it does contain low levels of arsenic. USEPA's standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. USEPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Jackson Waterworks is responsible for providing high quality drinking water but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at www.epa.gov/safewater/lead.

Other Compliance

Monitoring Violations

Description	Contaminant Group	Sample Location	Compliance Period Beginning	Compliance Period Ending
PBCU M/R Tap Follow/Routine	Lead and Copper	Distribution System	6/1/2023	9/30/2023

We are required to monitor your drinking water for specific contaminants on a regular basis. Results of regular monitoring are an indicator of whether or not your drinking water meets health standards. During the compliance period noted in the above table, we did not complete all monitoring or testing for the contaminant(s) noted, and therefore cannot be sure of the quality of your drinking water during that time.

Actions Taken

The Village of Jackson Water Utility is required by the DNR to take twenty (20) lead and copper samples every three (3) years from twenty (20) designated sites. One (1) sample was taken from a past site which was no approved site which caused the violation. Twenty (20) new samples will be taken 2024 to be in compliance with the lead and copper rule.