

AGENDA
BOARD OF PUBLIC WORKS MEETING
Tuesday, April 25, 2023 at 6:00 p.m.
Jackson Municipal Complex
Village Board Room
N168W19851 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call
2. Approval of the Board of Public Works Minutes of March 28, 2023
3. Amendment to 2023 License Agreement to Farm Public Land – Robert Loduha
4. Temporary Easement Requests – ANR Pipeline (TC Energy)
5. Review of Bids – STH 60 (Main Street) Street Lighting Project
6. Pay Request #3 – STH 60 Utility Upgrade Project
7. Review of Jackson Water Utility 2022 Consumer Confidence Report
8. Director of Public Works Report
9. Citizens/Village Staff to address the Board
10. 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.

DRAFT MINUTES
Board of Public Works Meeting
Tuesday, March 28, 2023 at 6:00 p.m.
Jackson Municipal Complex
Village Board Room
N168W19851 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call

Chair Tr. Heckendorf called the meeting to order at 6:00 p.m.

Members Present: Tr. Engelhardt, Sarah Malchow, Tr. Matter, Tim Meffert, Jeff Mitchell, and Chris Sberna

Staff Present: Administrator Jen Keller, Director of Public Works Brian Kober, and Clerk Jilline Dobratz

2. Approval of the Board of Public Works Minutes of February 28, 2023

Motion by Tr. Matter, second by Tim Meffert to approve the Board of Public Works minutes of February 28, 2023.

Vote: 7 ayes, 0 nays. Motion carried.

3. Review of Bids for The Oaks of Jackson Subdivision Utility Installation

Director Kober gave background information on the five bids received.

Motion by Tr. Heckendorf, second by Tr. Engelhardt to recommend Budget & Finance and Village Board accept the contract with DF Tomasini Contractors, Inc. for the amount of \$1,955,419.53 with alternate number three for a credit of \$24,000.00 to sell the topsoil from the site.

Vote: 7 ayes, 0 nays. Motion carried.

Motion by Tr. Heckendorf, second by Tr. Engelhardt to accept the approval of the bid as approving of the extension of sanitary sewer and water to serve the property.

Vote: 7 ayes, 0 nays. Motion carried.

4. Review of Bids for 2023 Utility & Street Improvements CTH P, Sherman Road and Highland Road

Director Kober reviewed the project and bid information.

Motion by Tim Meffert, second by Tr. Engelhardt to recommend Budget & Finance and Village Board approve the bid from Vinton Construction Company in the amount of \$2,175,906.55 for 2023 Utility and Street Improvements CTH P, Sherman Road and Highland Road.

Vote: 6 ayes, 1 nay (Tim Meffert). Motion carried.

5. Resolution #23-06 Preliminary Intent to Special Assess for Highland Road Improvements

Motion by Tr. Heckendorf, second by Chris Sberna to recommend Budget & Finance and Village Board approve Resolution #23-06 Preliminary Intent to Special Assess for Highland Road Improvements.

Vote: 7 ayes, 0 nays. Motion carried.

6. Resolution #23-07 Preliminary Intent to Special Assess for Sherman Road Sanitary Sewer Installation

Director Kober provided background information on the special assessments.

Motion by Tr. Heckendorf, second by Sarah Malchow to recommend Budget & Finance and Village Board approve Resolution #23-07 Preliminary Intent to Special Assess for Sherman Road Sanitary Sewer Installation.

Discussion ensued on future special assessments.

Vote: 7 ayes, 0 nays. Motion carried.

7. Pay Request #2 – STH 60 Utility Upgrade Project

Director Kober gave an update on the project.

Motion by Tr. Heckendorf, second by Tr. Matter to recommend Budget & Finance and Village Board approve Pay Request #2 to Advance Construction in the amount of \$159,957.53.

Vote: 7 ayes, 0 nays. Motion carried.

8. Announcements Spring Cleanup Day and Yard Waste/Brush Pickup

Director Kober stated Spring Cleanup Day is Saturday, April 29, 2023 from 9:00 a.m. until Noon. The schedule of brush and yard waste pick-up was provided. The item was for information only, so no action was necessary.

9. Director of Public Works Report

Director Kober explained the report authored for the review of the Board.

Motion by Tr. Heckendorf, second by Tr. Matter to place the Director of Public Works Report on file.

Vote: 7 ayes, 0 nays. Motion carried.

10. Citizens/Village Staff to Address the Board

Tr. Heckendorf thanked Tim Meffert and Sarah Malchow for serving on the Board of Public Works as this is their last meeting.

11. Adjourn

Motion by Tr. Heckendorf, second by Tr. Engelhardt to adjourn.

Vote: 7 ayes, 0 nays. Meeting was adjourned at 6:48 p.m.

Respectfully submitted,

Jilline Dobratz, *MMC/WCPC*
Village Clerk

Amendment to 2023 License Agreement to Farm Public Land

THIS LICENSE AGREEMENT TO FARM PUBLIC LAND is made this ____ day of _____, 2023, between the VILLAGE OF JACKSON, a municipal corporation, of Washington County, Wisconsin ("VILLAGE"), and Robert Loduha, ("Licensee").

WITNESSETH:

The VILLAGE is the owner of a parcel of land located in the Village of Jackson, which is vacant public land located Sec. 20, T10N, R20E PT OF NE NW LOT 2 DOC 1466506 + 1466507 EXC CSM 6969 and identified by Tax Key: V3_053600C. As the VILLAGE has plans to sell a portion of the property, there shall be an amendment to the agreement to only lease LOT 3 as there are no current plans to develop that portion of the property in 2023, and to limit weed growth during 2023, the VILLAGE will grant a license to Robert Loduha for the purpose of farming. In the event the VILLAGE chooses to change the use of these subject lands as commonly defined, a "Term of Convenience" of no less than 120 days shall be provided to the Licensee. Any financial loss for the removal of planted crops, due to termination of the agreement, shall be reimbursed to the Licensee by the VILLAGE with a maximum allowable repayment in the sum of the costs incurred to date.

NOW THEREFORE, IT IS AGREED between the VILLAGE and Licensee as follows:

1. **Premises.** VILLAGE, in consideration of the covenants contained herein, agree to issue a License Agreement to Robert Loduha for the space and area referred to below as the "demised premises" for a fee upon the terms set forth for the purposes of farming.

2. **Demised Premises.** The demised premise consists of vacant public land located in Sec. 20, T10N, R20E PT OF NE NW LOT 2 DOC 1466506 + 1466507 EXC CSM 6969 and identified by Tax Key: V3_053600C which consists of 3 acres for LOT 3. This land is not currently maintained by the Village of Jackson. See EXHIBIT A for map details.

3. **Term.** The term of this license agreement is from May 9, 2023 to November 30, 2023.

4. **Obligations of Licensee.**

A. **Type of Operation.** The demised premises shall be occupied and used by Licensee for farming purposes only. The Village benefits by the continued maintenance of the property. These crops may be harvested and sold by the Licensee as he/she sees fit. The Village is not entitled to any proceeds from the sale of these crops.

B. **Cleanliness, Trash, Etc.** Licensee shall maintain the demised premises in a clean, neat and sanitary condition.

5. **License Fee.** The License Fee shall be 2.5 acres at \$125.00 per acre for a total of \$313 per year. The full License Fee shall be payable upon cropping of the land, or before November 30th, 2023.

6. **Insurance.**

A. **Fire Insurance.** Licensee shall procure and keep in force fire and extended coverage insurance upon its improvements, furniture, furnishings, fixtures and equipment to their full insurable value and shall furnish the VILLAGE'S Clerk with evidence that coverage has been procured and is being maintained in full force.

B. **Liability Insurance.** Licensee shall maintain with insurance underwriters satisfactory to the VILLAGE a standard form of policy or policies of insurance in such amounts as may from time to time be approved by VILLAGE protecting both Licensee and VILLAGE against public liability, products liability and property damage. Licensee shall promptly, after the execution of this License Agreement, furnish such policy or policies for property damage growing out of any one accident or other cause in the sum of not less than \$1 million, for personal injury/death growing out of any one accident or other cause with liability of not less than \$1 million, the coverage to include products liability. It is understood that the specified amounts of insurance in no way limits the liability of Licensee, and that Licensee shall carry insurance in amounts so as to indemnify the VILLAGE from all claims, suits, demands and actions. Licensee shall furnish a certificate from the insurance carrier or carriers showing insurance to be in full force during the term of this contract or shall deposit copies of the policies that give this coverage with VILLAGE'S Clerk.

7. **Indemnity.** Licensee agrees to defend and indemnify the VILLAGE from all fines, suits, claims, demands and actions of any kind by reason of any of its operations under this license agreement and agrees to assume all the risk in the operation of its business and shall be solely responsible and answerable in damages for any accidents or injuries to persons or property.

8. **Signs.** Licensee shall not erect, install, operate or cause or permit to be erected, installed or operated in or upon the demised premises, any signs or other similar advertising device without having first obtained the approval of the VILLAGE.

9. **Land Condition at End of License.** Licensee shall disc/till the land after crops have been removed and return the land to its original condition, unless otherwise approved by the Village Board, by no later than November 30, 2023.

10. **Nonassignment or Subletting.** Licensee shall not assign this agreement and its rights, in whole or in part, except with the prior written consent of the VILLAGE.

11. Default. In the event that Licensee shall fail to pay the agreed upon License Fee the VILLAGE shall have the right to terminate this License Agreement. In the event Licensee fails to keep and perform or shall violate the terms, covenants and conditions of this license agreement on its part to be kept and performed and Licensee shall not have cured or corrected this failure or violation within ten (10) days after written notice shall have been given to Licensee, the VILLAGE shall have the right to terminate this license agreement.

Upon the occurrence one or more of the events of default, Licensee's right to possession of the demised premises shall terminate, and Licensee shall surrender possession of the demised premises immediately. In this event, Licensee grants to the VILLAGE full and free license to enter into and upon the premises or any part of them to take possession with or without process of law and to expel and remove the Licensee.

12. Not Joint Venture. It is mutually understood and agreed that nothing contained in this License Agreement is intended, or shall be construed as, in any way creating or establishing the relationship of co-partners or joint venturers between the parties or as constituting the Licensee as the agent or representative of VILLAGE for any purpose or in any manner.

13. Rules and Regulations. Licensee shall observe all of the VILLAGE'S and Washington County ordinances as well as the State of Wisconsin Statutes regarding activity on the farmed property.

14. Termination Without Cause. If this License Agreement is determined to be invalid or beyond the authority of the VILLAGE or if the Village Board without cause acts to terminate this License Agreement, Licensee shall cease using the demised premises as an extension of its operation and shall abandon the same within 10 days after written notification of the termination.

15. Entire Agreement/Amendment. The License Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This License Agreement may be modified or amended in writing, if the writing is signed by both parties and approved by the Village Board with a favorable recommendation from the Board of Public Works.

16. Severability. If any portion of this License Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a Court finds that any provision of the License Agreement is invalid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. Governing Law. The License shall be construed in accordance with the laws in the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have executed this license agreement on the day and year first above written.

License Issuer:

Licensee:

VILLAGE OF JACKSON

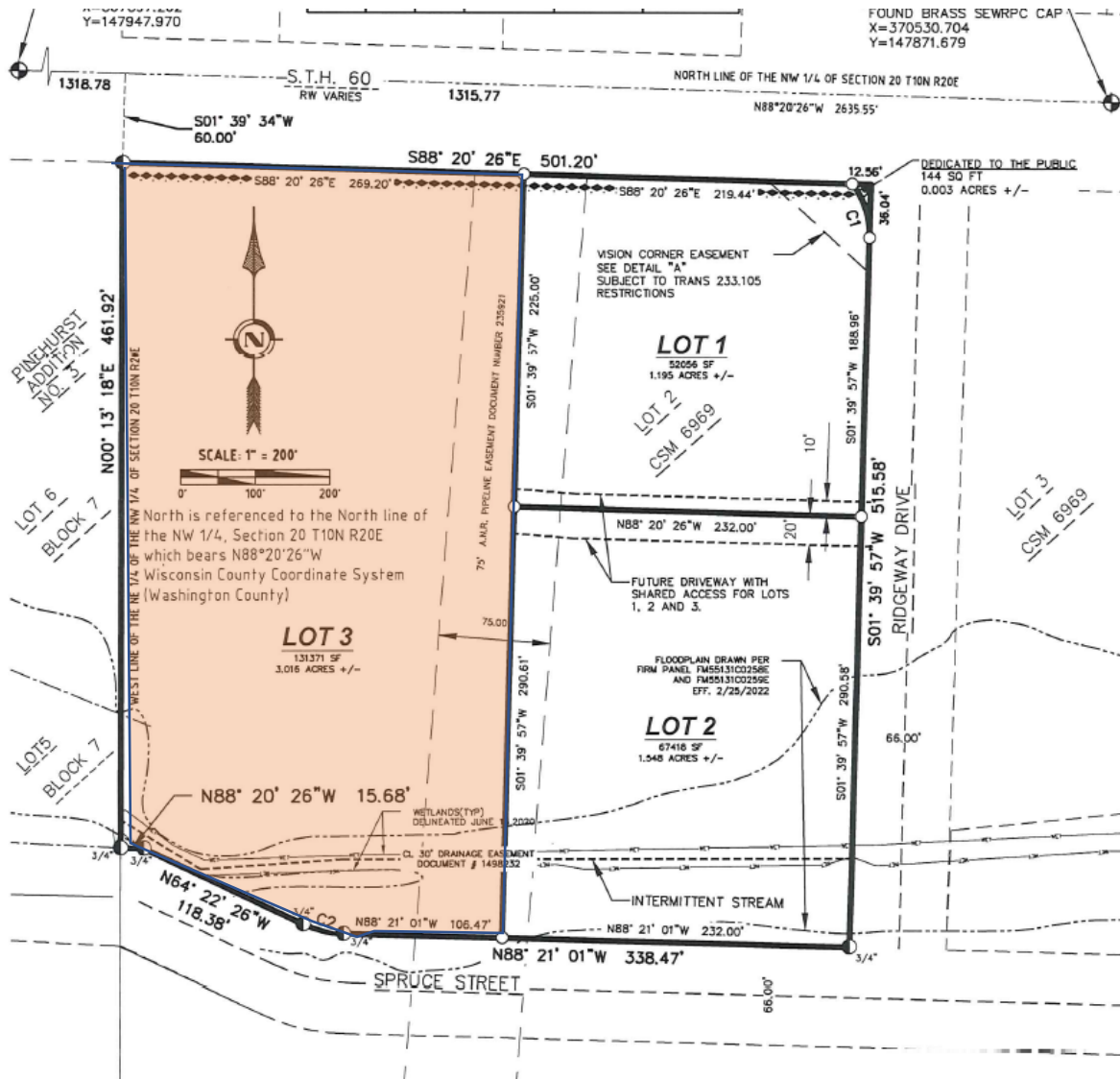
Robert Loduha

By: _____
Brian J. Heckendorf, Village President

By: _____
Robert Loduha

Attest: _____
Jilline Dobratz, Village Clerk

EXHIBIT A



Memo

To: Jen Keller, Village Administrator

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

Subject: ANR Pipeline (TC Energy) Temporary Easement Request
Oaks of Jackson Subdivision

Date: April 21, 2023

CC: Board of Public Works; Village Board

The Village of Jackson has received two temporary easement requests from TC Energy for the ANR Pipeline located on the Oaks of Jackson Subdivision property and the Outlot south to Hickory Lane. Negotiation with TC Energy had begun with the first proposal would restrict Lots 39 and 40 not to be developed for three (3) years until construction is complete on the pipeline.

The new proposal for the temporary easement would restrict eight (8) condo units from being built for three (3) years. The condo restriction has less impact on the Oaks of Jackson Development, although, compensation should be requested for the delay of development.

Also, TC Energy is requesting a temporary easement south of Oaks of Jackson in the existing easement north of Hickory Lane. There is no objection to the use of the property for a temporary easement.

If you have any questions, please let me know.

Brian W. Kober, P.E.

THE OAKS OF JACKSON

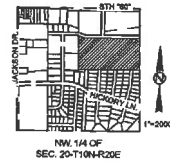
LOT 1 OF CERTIFIED SURVEY MAP NO. 6969 BEING PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 20, T.10N., R.20E., VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN.

NORTHWEST CORNER
SEC 20-10-20
ON SEWER COVER-TIES
N: 487,913.26
E: 2,457,550.13

NORTH LINE NORTHWEST 1/4 SECTION 20-10-20
S89°40'16"E 2634.25'

FND CONC MON
WBRASS CAP
NORTH 1/4 CORNER
SEC 20-10-20
N: 487,913.26
E: 2,457,550.13
ELEV: 892.59

LOCATION MAP



SCALE: 1" = 60'

UNIT COUNT:	
TOWNHOUSE -	40
SINGLE-FAMILY -	40
TWIN HOMES	8
SINGLE-FAMILY	
(PRIVATE DRIVE ACCESS) -	13
TOTAL -	101

SURVEY FOR:

VILLAGE OF JACKSON
N168W19851 MAIN ST.
JACKSON, WI 53037

SURVEYOR:

KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM



PROJECT JACKV #170026

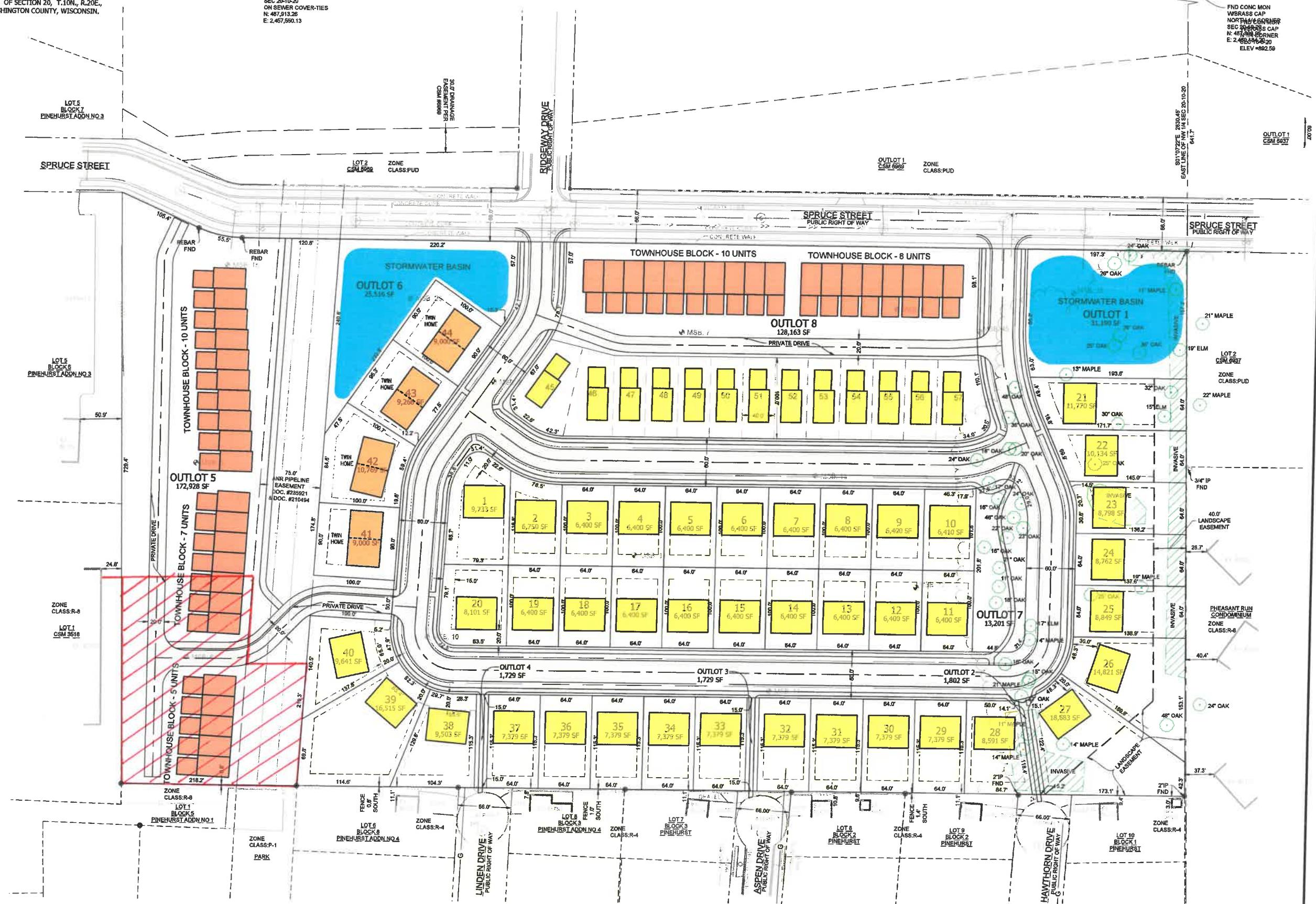
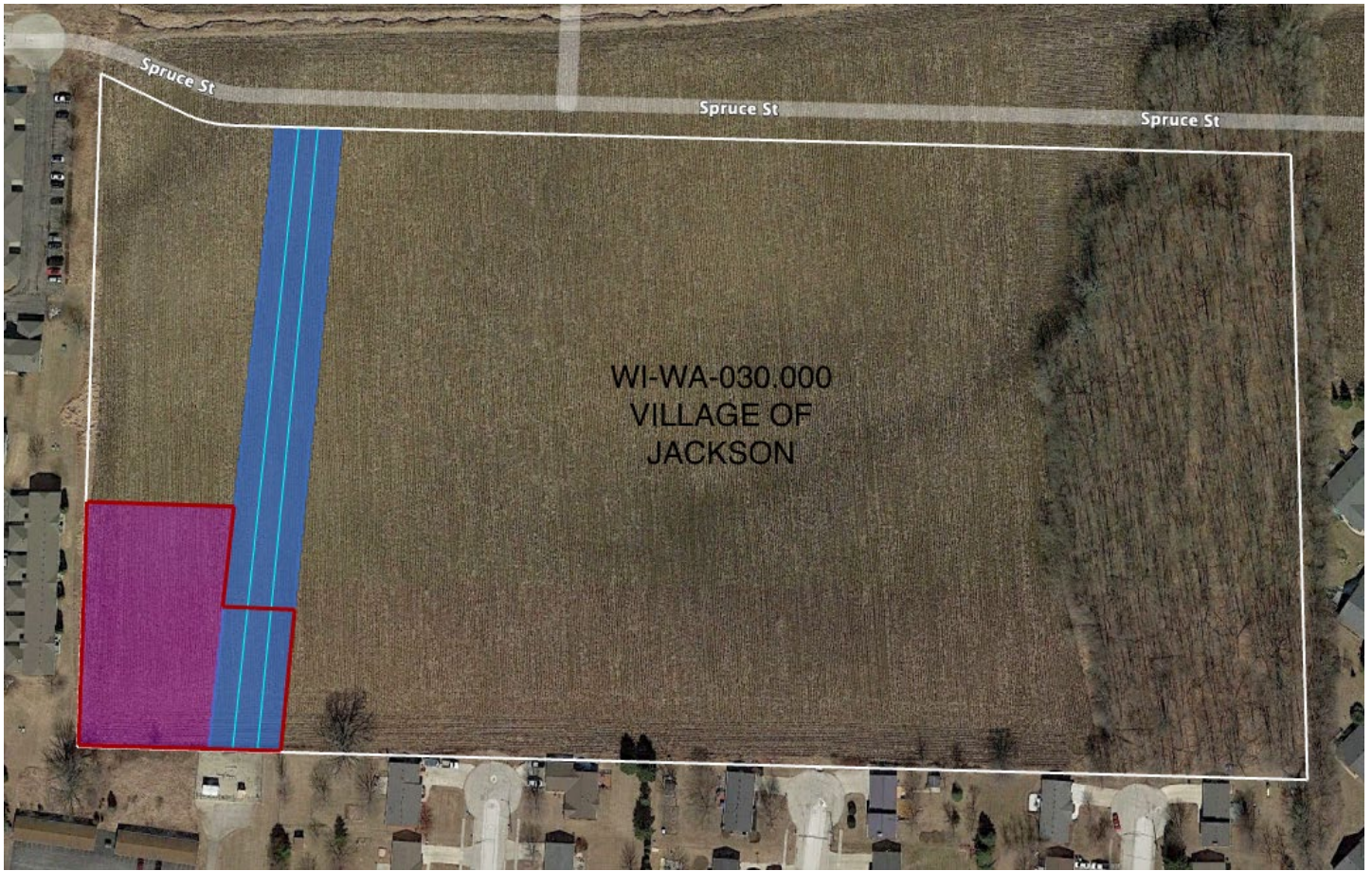


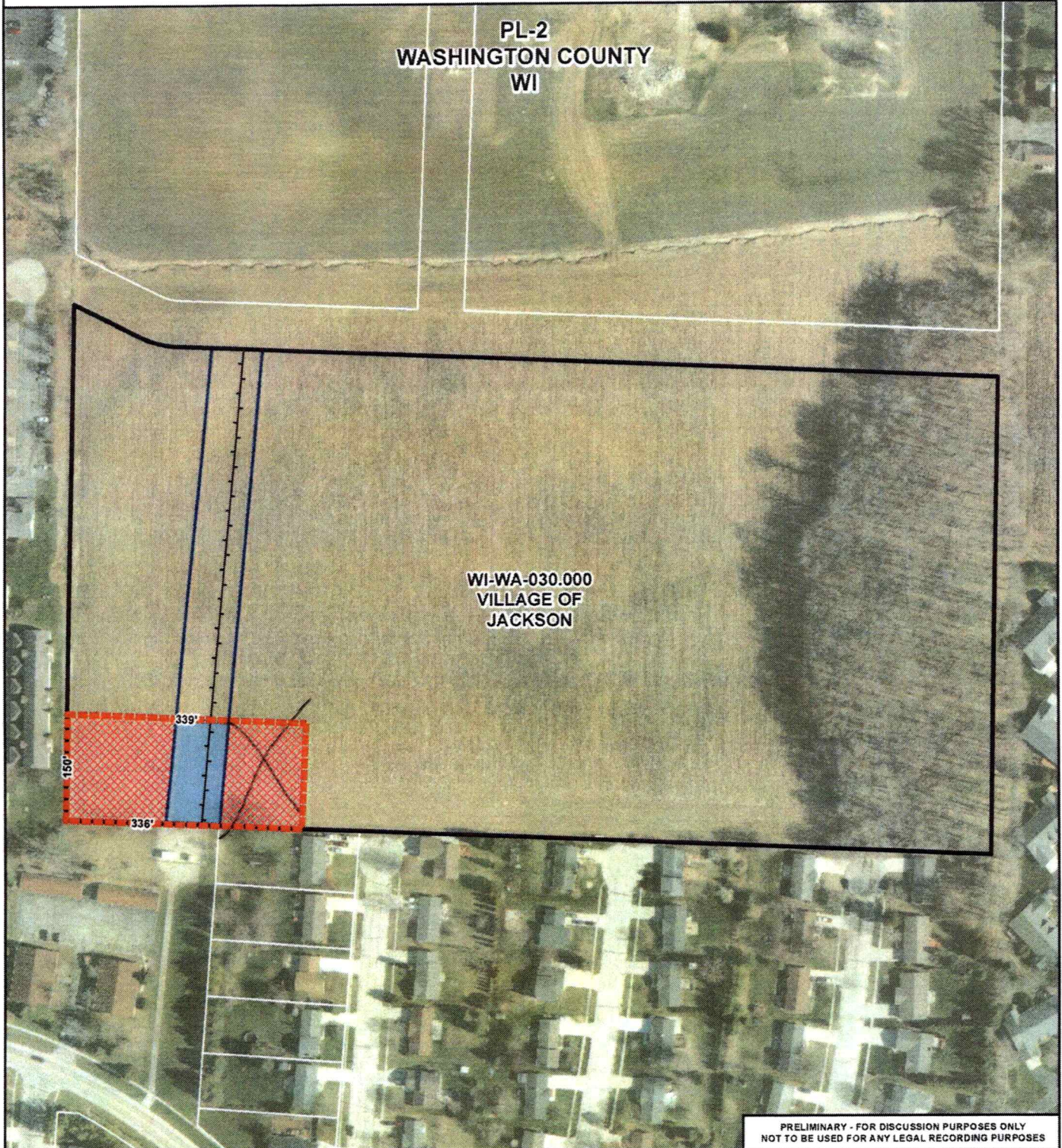
EXHIBIT A



PRELIMINARY – FOR DISCUSSION PURPOSES ONLY
NOT TO BE USED FOR ANY LEGAL RECORDING PURPOSES

LEGEND EXISTING PIPELINES EXISTING PERMANENT EASEMENT ADDITIONAL TEMPORARY WORKSPACE CONSTRUCTION WORK AREA PROPERTY BOUNDARY TEMPORARY ACCESS ROAD	W N E S	SCALE: 1 INCH = 198 FEET	PAGE: 1 / 1	TC Energy		
	PROJECT: TCE WISCONSIN RELIABILITY			REV: B		
	TAX ID: 053600B		DATE: 3/21/2023		ACCESS ROAD CENTERLINE LENGTH (FEET): 0.00	
	EXISTING CENTERLINE (FEET): 675			ACCESS ROAD WORKSPACE (25' WIDE) (AC): 0.00		
	EXISTING EASEMENT (AC): 1.15			TEMPORARY WORKSPACE (AC): 0.00		
NOTES: 1) This is a workspace exhibit and is not intended to represent a property survey pursuant to the Wisconsin Administrative code, Chapter A-E7, minimum standards for property surveys. 2) All measurements and acreages shown are approximate. 3) * Represents existing permanent easement impacted during construction.	WORKSPACE IN EXISTING EASEMENT (AC): 0.26		ADDITIONAL TEMPORARY WORKSPACE (AC): 0.90			
	STAGING AREA WORKSPACE (AC): 0.00		CONSTRUCTION WORK AREA (AC): 1.16			

EXHIBIT A



PRELIMINARY - FOR DISCUSSION PURPOSES ONLY
NOT TO BE USED FOR ANY LEGAL RECORDING PURPOSES

LEGEND

- EXISTING PIPELINE CENTERLINE
- PROPOSED PIPELINE CENTERLINE
- ACCESS ROAD CENTERLINE
- EXISTING EASEMENT
- PROPOSED PERMANENT EASEMENT
- WORKSPACE IN EXISTING EASEMENT
- ACCESS ROAD WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE
- TEMPORARY WORKSPACE
- STAGING AREA WORKSPACE
- CONSTRUCTION WORK AREA
- PROPERTY BOUNDARY



SCALE:
1 INCH = 200 FEET

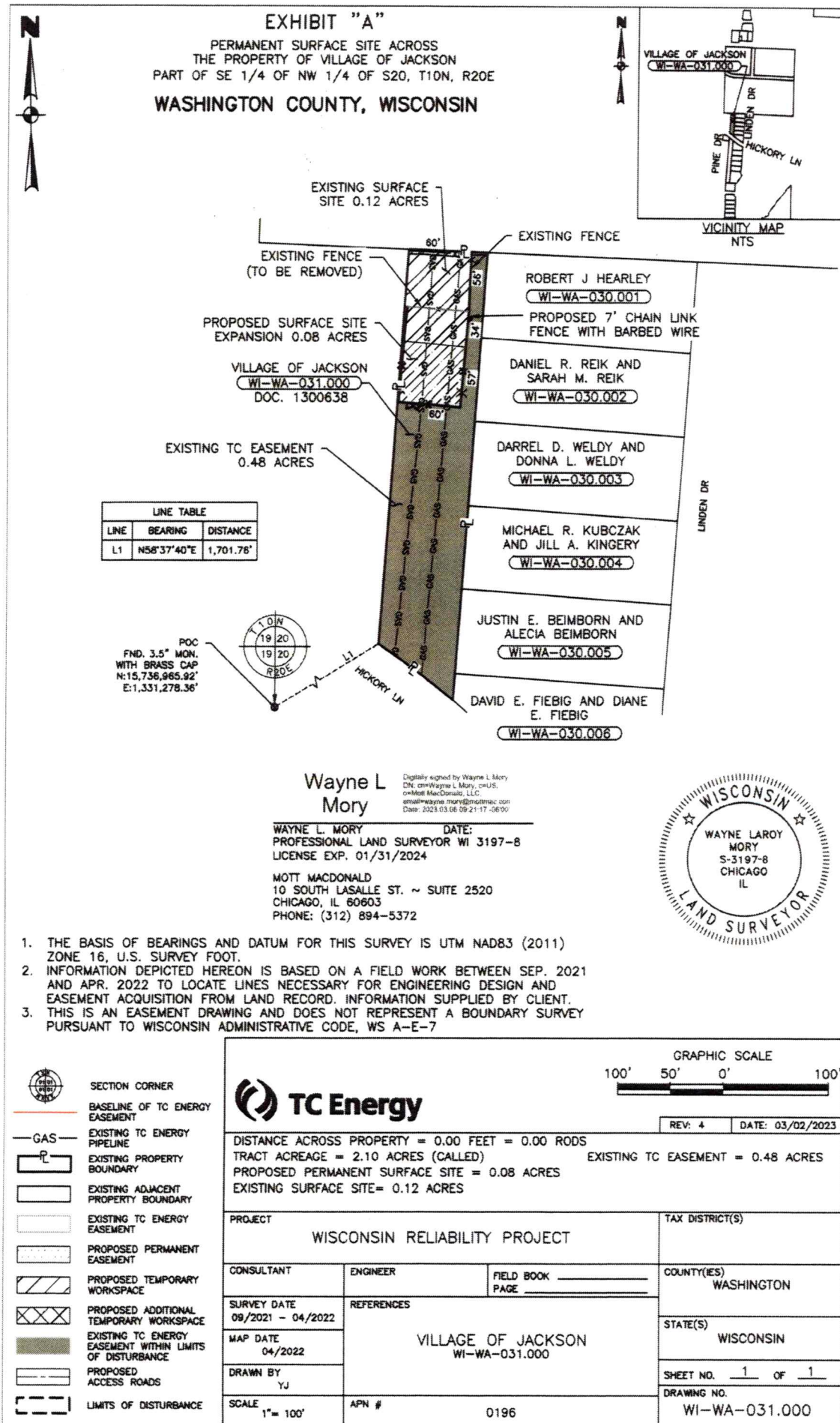
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PROJECT: TCE WISCONSIN RELIABILITY			EXISTING EASEMENT (AC): 1.15	WORKSPACE IN EXISTING EASEMENT (AC): 0.26
TAX ID.: 053600B	DATE: 5/20/2022	REV: A	ACCESS ROAD CENTERLINE LENGTH (FEET): 0.00	
PIPELINE CENTERLINE (FEET): 0			ACCESS ROAD WORKSPACE (25' WIDE) (AC): 0.00	
PROPOSED PERMANENT EASEMENT (AC): 0.00			TEMPORARY WORKSPACE (AC): 0.00	
EXISTING CENTERLINE (FEET): 675			ADDITIONAL TEMPORARY WORKSPACE (AC): 0.90	
STAGING AREA WORKSPACE (AC): 0.00			CONSTRUCTION WORK AREA (AC): 1.16	

NOTES:

- 1) This is a workspace exhibit and is not intended to represent a property survey pursuant to the Wisconsin Administrative code, Chapter A-E7, minimum standards for property surveys.
- 2) All measurements and acreages shown are approximate.
- 3) * Represents existing permanent easement impacted during construction.



Confidential Supplemental Agreement

This Confidential Supplemental Agreement ("**Supplemental Agreement**") is entered into as of the _____ day of _____, 20____, by and between **Village of Jackson**, whose address is **P.O. Box 673, Jackson, Wisconsin 53037**, whether one or more, and their heirs, successors and assigns (the "**Landowner**"), and ANR Pipeline Company, a Delaware corporation, and its successors and assigns ("**ANR**"), with an address of 700 Louisiana Street, Suite 1300, Houston, Texas 77002.

WHEREAS, Landowner and **ANR** entered into that certain Temporary Easement (the "**Agreement**"), attached hereto as Exhibit "A";

WHEREAS, Landowner and **ANR** desire to memorialize certain independent and collateral covenants related to the Agreement in this Supplemental Agreement; and

WHEREAS, the Construction Work Area ("**CWA**") is defined as the entirety of the Workspaces referenced to and defined in the Agreement, including all Temporary, Permanent, and Staging Workspaces in addition to Access Roads more particularly described and defined in Exhibit A.

NOW THEREFORE, in consideration of mutual promises and agreements herein contained and for other good and valuable consideration, the receipt whereof is hereby acknowledged, Landowner and **ANR** do hereby agree as follows:

1. **Confidentiality.** Landowner agrees that this Supplemental Agreement is a confidential agreement and Landowner shall not disclose the existence, conditions or the terms of this Supplemental Agreement to third-parties other than to consult with Landowner's legal, tax, financial, and accounting advisors. In no event shall this Supplemental Agreement be recorded.

2. **Miscellaneous.** The terms of the Agreement are incorporated herein by reference and in the event of any conflict between the Agreement and this Supplemental Agreement, the terms of this Supplemental Agreement shall govern and control. Except for purposes of the construction and enforcement of this Supplemental Agreement, the terms and conditions of the Agreement shall remain unmodified. The Agreement, together with this Supplemental Agreement, constitutes the entire agreement between Landowner and **ANR** with respect to the subject matter hereof, and shall inure to the benefit of and be binding on the Landowner's heirs, successors and assigns and **ANR's** successors and assigns.

3. **Pre-construction assessments.** Prior to the start of construction, **ANR** may conduct various pre-construction baseline assessments, including but not limited to, pond turbidity baseline assessments, septic system impact assessments, water well quality and/or quantity baseline assessments and foundation baseline inspections. **ANR** agrees to provide advance notice of its intention to conduct pre-construction assessments and Landowner agrees to permit the access needed.

4. **De-Watering.** In the event water pumping from ditch lines becomes necessary, **ANR** may place, at its sole discretion, any appropriate de-watering structures, including but not limited to filter bags, straw bales, and/or filter sock, outside of but immediately adjacent to the CWA, as defined in the Agreement. De-watering will be completed in a manner that avoids damaging adjacent agricultural land, crops, and/or pasture. In the event **ANR's** de-watering activities create the need for restoration to Landowner's land, crops, pasture, etc., **ANR** will provide Landowner reasonable compensation to restore such disturbed areas to their pre-construction condition as is nearly practicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned have duly executed this Supplemental Agreement as of the date set forth above.

WITNESS:

GRANTOR:

Village of Jackson

By: _____

Name: _____

Title: _____

WITNESS:

GRANTEE:

ANR Pipeline Company,
a Delaware corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT (this "**Agreement**"), is made as of this ____ day of _____, 20____, by and between **Village of Jackson** (whether one or more, the "**Grantor**"), with an address of **P.O. Box 673, Jackson, Wisconsin 53037**, and **ANR Pipeline Company**, a Delaware corporation, with an address of 700 Louisiana Street, Ste. 700, Houston, Texas 77002 (the "**Grantee**"). Grantor and Grantee are hereinafter sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Grantor is the present owner of certain real property being described in that certain Warranty Deed, dated January 24, 2019, from Schmahl Family Limited Partnership, as to an undivided 1/2 interest to Village of Jackson recorded in the Register of Deeds Office for Washington County, as Document Number 1466506; AND in that certain Trustee's Deed, dated January 24, 2019, from Reuben J. Schmahl Living Trust Dated February 4, 1994, as amended, as to an undivided 1/2 interest to Village of Jackson recorded in the Register of Deeds Office for Washington County, as Document Number 1466507, all identified as parcel number 053600B, being more particularly described as the NE ¼ of the NW ¼ of Section 20, T10N, R20E, Village of Jackson, Washington County, Wisconsin (the "**Property**"); and

WHEREAS, Grantee desires the right to use that certain Temporary Easement Area (as defined below) in connection with the construction of Grantee's Wisconsin Reliability Project (the "**Project**") on, over, under, across and/or through Grantor's Property, in the area more particularly described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Grant of Temporary Easement.** Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells and conveys to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns the exclusive right, liberty, privilege and easement to use that portion of Grantor's Property described and/or depicted in Exhibit A as "Temporary Workspace", "Additional Temporary Workspace" and/or "Staging Area" (collectively, the "**Temporary Easement Area**") for all purposes associated with the original construction of the Project, including, without limitation, preparation for, construction of, and Grantee's reclamation, mitigation and restoration activities related to, the Project. Grantor hereby agrees that Grantee's rights hereunder include, without limitation, the right to move, park and store vehicles, materials, supplies, equipment, and construction spoil within the Temporary Easement Area. Grantee shall also have all rights and privileges necessary or convenient for the full use of the rights herein granted, including, without limitation reasonably necessary rights of access, ingress and egress to the Temporary Easement Area over and across the Grantor's Property and any adjoining land owned by Grantor, and Grantor hereby agrees that Grantee's rights hereunder include, without limitation, the right to open, construct, improve, repair, maintain and use a new and/or existing road for ingress and egress.

2. **Restoration.** At such time as Grantee no longer requires the use of the Temporary Easement Area for the purposes set forth herein, Grantee shall restore the area disturbed by Grantee's construction activities as near as practicable to its condition immediately prior to Grantee's use. In the instance of any claims of damage to Grantor's land or property, Grantor agrees to provide reasonable access to Grantee so that necessary repair, reclamation, or restoration work can be performed.

3. **Location.** Grantor and Grantee acknowledge that the actual location of the Temporary Easement Area may change because of engineering and/or other site or construction related factors. In such event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Temporary Easement Area to conform to the actual location of the Temporary Easement Area. If such documents are required, they will be prepared by Grantee and Grantee's expense.

4. **Term.** This Temporary Easement shall commence on the date of this Agreement and terminate upon completion of the original construction of the Project, including, without limitation, completion of Grantee's reclamation, mitigation, and/or construction activities for the Project.

5. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

6. **Additional Rights.** In addition to the rights granted herein, should restoration be required on the Property outside the easement granted herein, Grantee shall have the right to take all actions necessary to complete such restoration and such actions shall not constitute a trespass. Grantee shall pay Grantor the market rate to rent such property utilized during restoration.

7. **Successors and Assigns.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives. In the event Grantor intends to sell or transfer the Property prior to the termination of this Agreement, Grantor shall make any such transaction subject to this Agreement. Grantor agrees that Grantee shall have the right, but not the obligation, to record this Agreement at Grantee's sole cost and expense.

8. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

9. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

10. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

11. **Joint Efforts.** The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

12. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Grantor binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights conveyed

herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

13. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESS:

GRANTOR:

Village of Jackson

By: _____

Name: _____

Title: _____

WITNESS:

GRANTEE:

ANR Pipeline Company,
a Delaware corporation

By: _____

Name: _____

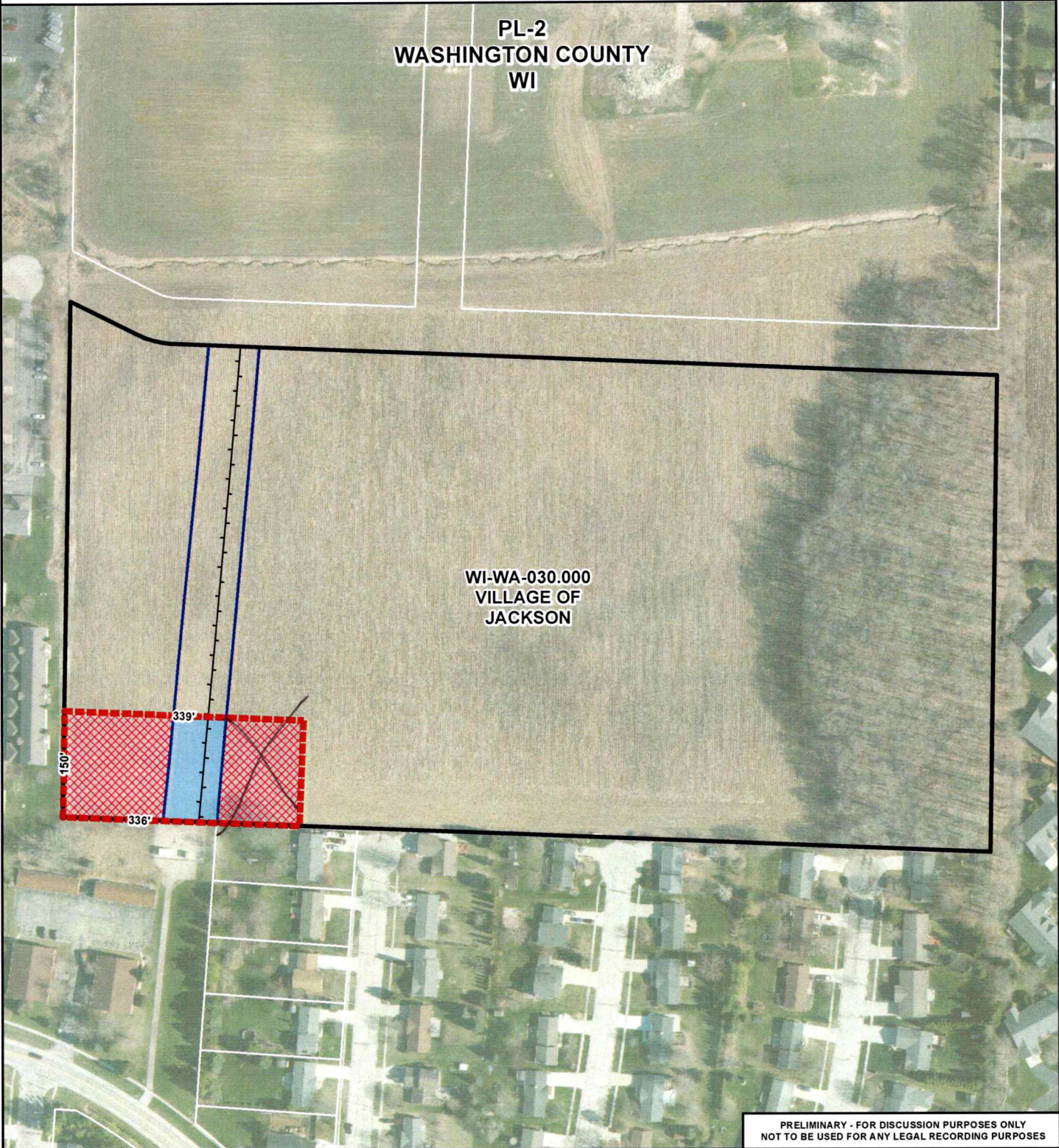
Title: _____

By: _____

Name: _____

Title: _____

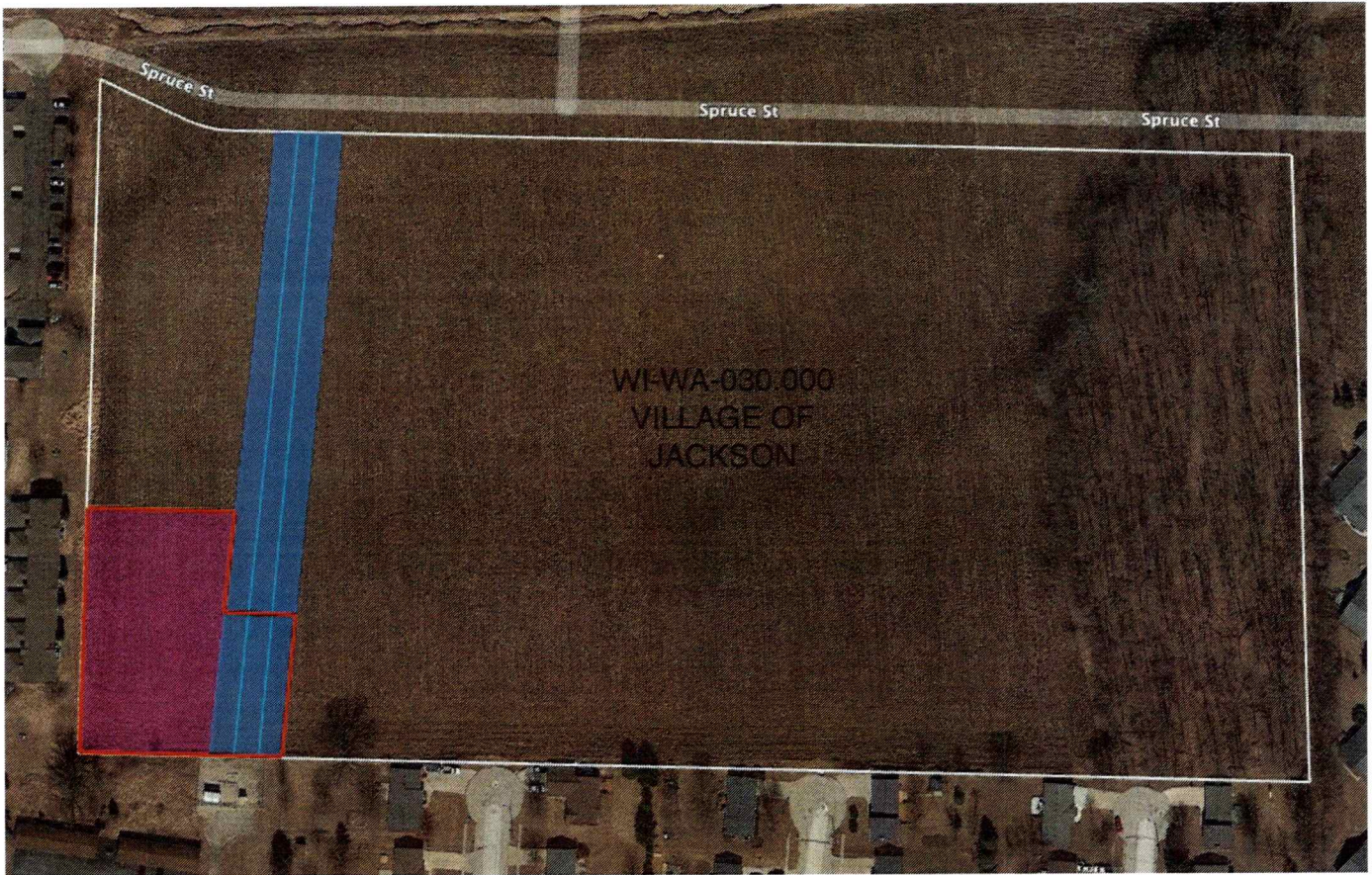
EXHIBIT A



PRELIMINARY - FOR DISCUSSION PURPOSES ONLY
NOT TO BE USED FOR ANY LEGAL RECORDING PURPOSES

LEGEND					SCALE: 1 INCH = 200 FEET		PAGE: 1 / 1				
 EXISTING PIPELINE CENTERLINE			 ACCESS ROAD WORKSPACE								
 PROPOSED PIPELINE CENTERLINE			 ADDITIONAL TEMPORARY WORKSPACE								
 ACCESS ROAD CENTERLINE			 TEMPORARY WORKSPACE								
 EXISTING EASEMENT			 STAGING AREA WORKSPACE								
 PROPOSED PERMANENT EASEMENT			 CONSTRUCTION WORK AREA								
 WORKSPACE IN EXISTING EASEMENT			 PROPERTY BOUNDARY								
PROJECT:						TCE WISCONSIN RELIABILITY					
TAX ID.:		053600B		DATE:		5/20/2022		REV:		A	
PIPELINE CENTERLINE (FEET):						0					
PROPOSED PERMANENT EASEMENT (AC):						0.00					
EXISTING CENTERLINE (FEET):						675					
STAGING AREA WORKSPACE (AC):						0.00					
NOTES:											
1) This is a workspace exhibit and is not intended to represent a property survey pursuant to the Wisconsin Administrative code, Chapter A-E7, minimum standards for property surveys.											
2) All measurements and acreages shown are approximate.											
3) * Represents existing permanent easement impacted during construction.											
ACCESS ROAD CENTERLINE LENGTH (FEET):						0.00					
ACCESS ROAD WORKSPACE (25' WIDE) (AC):						0.00					
TEMPORARY WORKSPACE (AC):						0.00					
ADDITIONAL TEMPORARY WORKSPACE (AC):						0.90					
CONSTRUCTION WORK AREA (AC):						1.16					

EXHIBIT A



**PRELIMINARY – FOR DISCUSSION PURPOSES ONLY
NOT TO BE USED FOR ANY LEGAL RECORDING PURPOSES**

LEGEND 		SCALE: 1 INCH = 198 FEET	PAGE: 1 / 1		
		PROJECT: TCE WISCONSIN RELIABILITY	REV: B		
TAX ID: 053600B	DATE: 3/21/2023	ACCESS ROAD CENTERLINE LENGTH (FEET): 0.00			
EXISTING CENTERLINE (FEET): 675		ACCESS ROAD WORKSPACE (25' WIDE) (AC): 0.00			
EXISTING EASEMENT (AC): 1.15		TEMPORARY WORKSPACE (AC): 0.00			
WORKSPACE IN EXISTING EASEMENT (AC): 0.26		ADDITIONAL TEMPORARY WORKSPACE (AC): 0.90			
STAGING AREA WORKSPACE (AC): 0.00		CONSTRUCTION WORK AREA (AC): 1.16			

NOTES:

- 1) This is a workspace exhibit and is not intended to represent a property survey pursuant to the Wisconsin Administrative code, Chapter A-E7, minimum standards for property surveys.
- 2) All measurements and acreages shown are approximate.
- 3) * Represents existing permanent easement impacted during construction.

Confidential Supplemental Agreement

This Confidential Supplemental Agreement ("**Supplemental Agreement**") is entered into as of the ____ day of _____, 20____, by and between **Village of Jackson, Washington County, Wisconsin, a municipal corporation**, whose address is **N168W19851 Main Street, Jackson, Wisconsin 53037**, whether one or more, and their heirs, successors and assigns (the "**Landowner**"), and ANR Pipeline Company, a Delaware corporation, and its successors and assigns ("**ANR**"), with an address of 700 Louisiana Street, Suite 1300, Houston, Texas 77002.

WHEREAS, Landowner and **ANR** entered into that certain Surface Use Agreement (the "**Agreement**"), attached hereto as Exhibit "A";

WHEREAS, Landowner and **ANR** desire to memorialize certain independent and collateral covenants related to the Agreement in this Supplemental Agreement; and

WHEREAS, the Construction Work Area ("**CWA**") is defined as the entirety of the Workspaces referenced to and defined in the Agreement, including all Temporary, Permanent, and Staging Workspaces in addition to Access Roads more particularly described and defined in Exhibit A.

NOW THEREFORE, in consideration of mutual promises and agreements herein contained and for other good and valuable consideration, the receipt whereof is hereby acknowledged, Landowner and **ANR** do hereby agree as follows:

1. **Confidentiality.** Landowner agrees that this Supplemental Agreement is a confidential agreement and Landowner shall not disclose the existence, conditions or the terms of this Supplemental Agreement to third-parties other than to consult with Landowner's legal, tax, financial, and accounting advisors. In no event shall this Supplemental Agreement be recorded.

2. **Miscellaneous.** The terms of the Agreement are incorporated herein by reference and in the event of any conflict between the Agreement and this Supplemental Agreement, the terms of this Supplemental Agreement shall govern and control. Except for purposes of the construction and enforcement of this Supplemental Agreement, the terms and conditions of the Agreement shall remain unmodified. The Agreement, together with this Supplemental Agreement, constitutes the entire agreement between Landowner and **ANR** with respect to the subject matter hereof, and shall inure to the benefit of and be binding on the Landowner's heirs, successors and assigns and **ANR's** successors and assigns.

3. **Pre-construction assessments.** Prior to the start of construction, **ANR** may conduct various pre-construction baseline assessments, including but not limited to, pond turbidity baseline assessments, septic system impact assessments, water well quality and/or quantity baseline assessments and foundation baseline inspections. **ANR** agrees to provide advance notice of its intention to conduct pre-construction assessments and Landowner agrees to permit the access needed.

4. **De-Watering.** In the event water pumping from ditch lines becomes necessary, **ANR** may place, at its sole discretion, any appropriate de-watering structures, including but not limited to filter bags, straw bales, and/or filter sock, outside of but immediately adjacent to the CWA, as defined in the Agreement. De-watering will be completed in a manner that avoids damaging adjacent agricultural land, crops, and/or pasture. In the event **ANR's** de-watering activities create the need for restoration to Landowner's land, crops, pasture, etc., **ANR** will provide Landowner reasonable compensation to restore such disturbed areas to their pre-construction condition as is nearly practicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned have duly executed this Supplemental Agreement as of the date set forth above.

WITNESS:

GRANTOR:

**Village of Jackson, Washington County,
Wisconsin, a municipal corporation**

By: _____

Name: _____

Title: _____

WITNESS:

GRANTEE:

**ANR Pipeline Company,
a Delaware corporation**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SURFACE USE AGREEMENT

Tract Number: WI-WA-031.000

Old ROW No.: 207-09-1

ROW Doc. No.:

THIS SURFACE USE AGREEMENT (this "Agreement") is made as of the _____ day of _____, 20____, by and between **Village of Jackson, Washington County, Wisconsin, a municipal corporation**, whose address is **N168W19851 Main Street, Jackson, Wisconsin 53037** ("Grantor") and **ANR Pipeline Company**, a Delaware corporation, with an address of 700 Louisiana Street, Ste. 700, Houston, Texas 77002 ("Grantee").

FOR AND IN CONSIDERATION OF THE SUM OF Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

After recording return to:
Ohio Valley Acquisition
1305 N Barker Rd. Suite 5
Brookfield, WI 53045

Parcel No. 0196

1. Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns, the perpetual and exclusive right to lay, install, construct, excavate, fabricate, reconstruct, operate, maintain, alter, replace, move, remove, and/or abandon in place meter buildings, pipelines, regulators, launchers, receivers, gate valves, blow-offs, pipe fittings, pumps, generators, processing and treating equipment, launching-receiving equipment, regulators, communication wires, communication towers, cables, conduits, electrical and telephone facilities, regulators and appurtenances, with housing therefore, in connection with construction, operation and maintenance of Grantee's pipeline, upon a tract of land located on certain real property being described in that certain Quitclaim Deed, dated March 13, 2001, from Citizens/Weis Corporation to Village of Jackson, Washington County, Wisconsin, a municipal corporation recorded in the County Recorder's Office for Washington County, Wisconsin in Document Number 886897, with property tax parcel identification number 0196 and being that part of the Southeast ¼ of the Northwest ¼, Section 20, Town 10 North, Range 20 East, in the Village of Jackson, Washington County, Wisconsin (the "Property"). Parcel to be acquired being more particularly described as a rectangular shape being approximately fifty-seven (57') feet in width by sixty (60') feet in length and abutting the south side of GRANTEE'S existing Surface Use area and total areas containing 0.08 acres (4560 square feet), subject to restriction, reservations, right-of-way, and easements of record and as further shown on Exhibit A attached hereto and made a part hereof (the "Surface Area").

2. Grantee shall have the right of ingress and egress over the Property for the purposes of accessing the Surface Area, and the right to erect, maintain and remove a fence around the Surface Area or any part thereof. Grantee's rights hereunder further include, without limitation, the right to erect, maintain and remove fencing in or around the M.L.V. Site or any part thereof.

3. Grantee shall not be liable for any damage to the surface of the Surface Area nor to crops, timber or improvements thereon, but shall pay to Grantor and to any tenant or lessee entitled thereto, as their respective interests may appear, all damages to fences, growing crops and timber located on adjoining lands of Grantor which may arise from the exercise of the rights herein granted. Grantee agrees to repair all tile cut during construction of its facilities.

4. The rights granted herein shall continue until any of the facilities or appliances mentioned above be constructed upon the above-described real estate and so long thereafter as they, or any of them, be maintained thereon. The rights granted herein may be assigned in whole or in part.

5. This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, assigns, successors, executors, administrators, and legal representatives.

6. In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the parties hereto covering the subject matter hereof.

7. This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the parties hereto.

8. This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

9. Each party and signatory to this Agreement represents and warrants to the other party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement.

10. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESS:

GRANTOR:

**Village of Jackson, Washington County,
Wisconsin, a municipal corporation**

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged themselves to be the _____ of the **Village of Jackson, Washington County, Wisconsin, a municipal corporation**, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Village of Jackson, Washington County, Wisconsin, a municipal corporation.

Given under my hand and official seal this ____ day of _____, 20 ____.

My commission expires _____.

[SEAL]

Notary Public

ANR Pipeline Company,
a Delaware corporation

Name: _____

Name: _____

Title: _____

STATE OF _____,

COUNTY OF _____, to-wit:

Given under my hand and official seal this _____ day of _____, 20____.

My commission expires _____.

Notary Public

STATE OF _____,
COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged themselves to be the _____ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

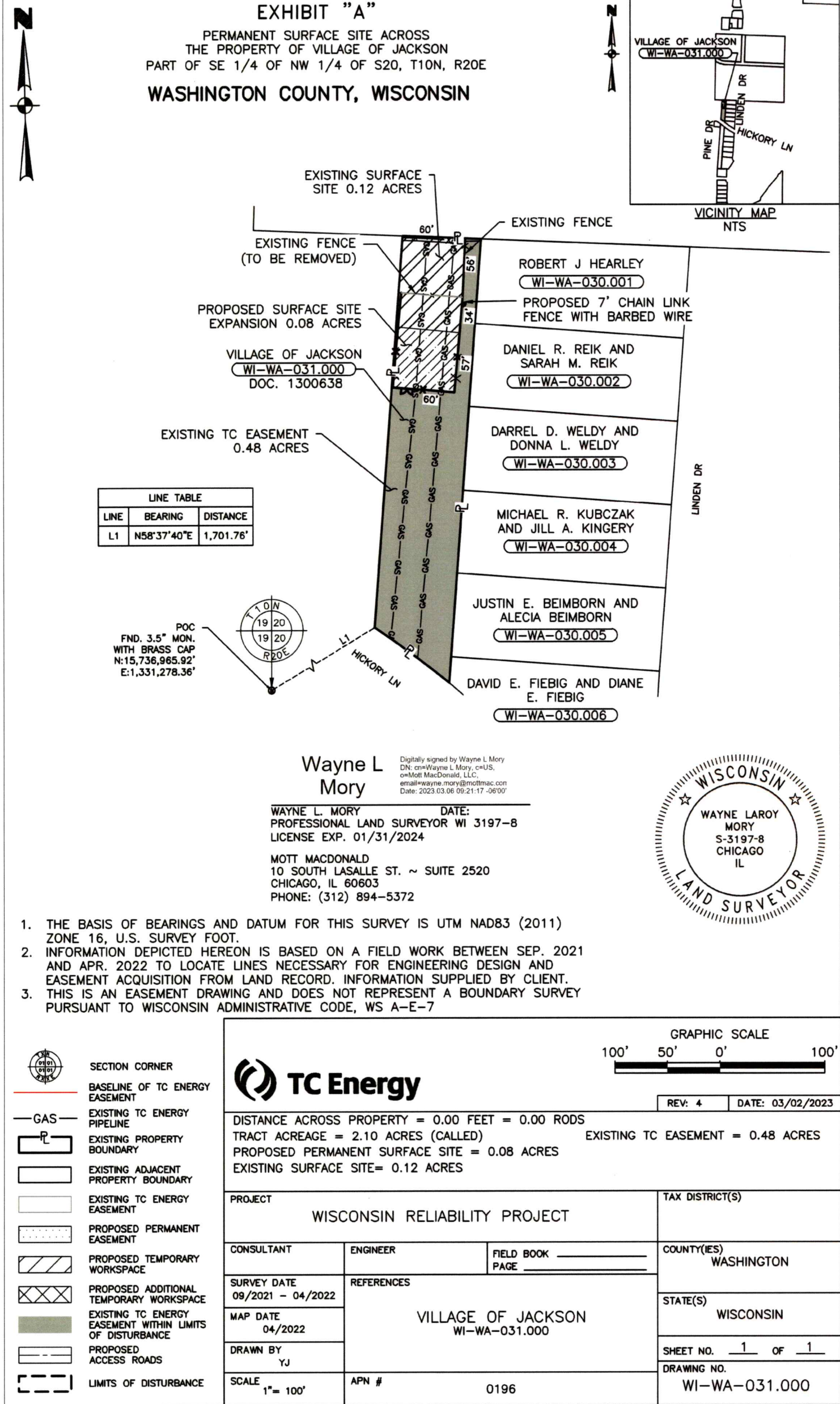
Given under my hand and official seal this _____ day of _____, 20____.
My commission expires _____.

[SEAL]

Notary Public

This instrument was prepared by:

Alyssa Trepl
Ohio Valley Acquisition
1305 N Barker Rd. Suite 8
Brookfield, WI 53045



Memo

To: Jen Keller, Village Administrator

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

Subject: STH 60 (Main St) – Streetlighting Replacement Project
Review of Bids

Date: April 21, 2023

CC: Village Board; Board of Public Works

Per the scheduled reconstruction of STH 60 (Main Street) by WisDOT in 2024, and the Jackson Sewer and Water Utilities taking the opportunity to replace underground utility prior to the road reconstruction, the next item for the Village is to address the failing streetlights along STH 60. The current poles are owned and operated by We-Energies, and We-Energies has stated they will not replace any of the streetlights before the WisDOT reconstruction project. The opportunity is here for the Village to install their own lights and have the We-Energies lights removed.

KL Engineering has been hired to help in the design and selection of the new streetlights. Currently, there are 68 poles with 33 flags, and 35 banners. The plan is to reduce the number of poles to 36, which will create a cost savings for the Village. The Village pays for the streetlights (poles rental charge and electric) for a monthly cost (in 2020) of \$18.03 per pole. The 68 poles cost the Village \$1,226.04 per month or \$14,712.48 a year.

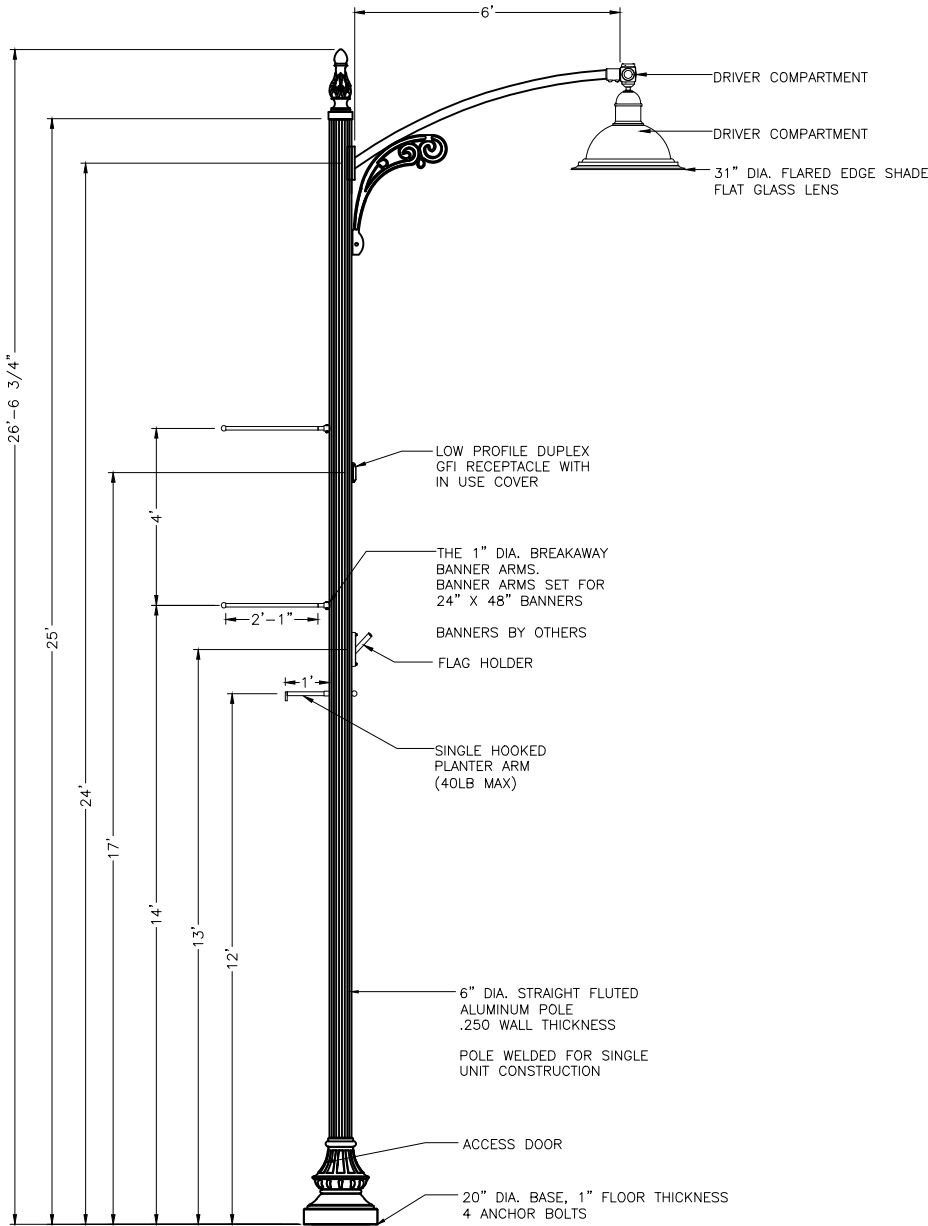
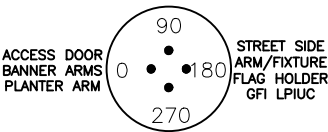
We have selected the pole and fixture assemblies from Mlazier Associates (see attached). The assembly will include a flag holder, and an area for a 2 ft x 4 ft banner. The pole has an outlet for lighted Christmas Decorations.

There were three (3) bidders with WIL-Surge Electric, Inc. being the low bidder at \$378,175.82. The project is being funded by the Capital Improvement fund.

If you have any questions, please let me know.

Brian W. Kober, P.E.

CONCEPT



REV	REVISIONS	DATE	RVS	MAIN ST	MR
A	ORIGINAL	2/8/23		VILLAGE OF JACKSON, WI	SCALE
				1A-1531LED-F-40L40T5-MDL016-FG-HSHN/DAG6/5225FP6-.250-RDBP-GFI LPIUC-FH-BDBA6-26-SHPA/BKT	
				SternbergLighting	DRAWING NUMBER
				ESTABLISHED 1923 / EMPLOYEE	CONCEPT2
				POLE HEIGHTS HAVE A TOLERANCE OF + OR - 2"	



April 20, 2026

Village of Jackson
W194 N16660 Eagle Drive
Jackson, WI 53037

Attention: Brian Kober
Director of Public Works

Subject: STH 60 – Street Lighting
Industrial Drive – Ridgeway Drive
Project No. VOJ 23-02
Bid Review

Dear Mr. Kober:

We have evaluated the bids received on April 20th, 2023 for the STH 60 Street Lighting.

Three bids were received and are summarized below:

<u>Contractor</u>	<u>Bid Total</u>
WIL-Surge Electric, Inc.	\$378,175.82
Pro Electric, Inc.	\$551,097.41
Circle Electric, Inc.	\$609,324.00

Our evaluation of the submitted prequalification statement, bid form, and bid bond for WIL-Surge Electric, Inc. indicates that they are capable of completing the work required as shown in the contract documents. Therefore, if approved by the Board of Public Works and Village Board, we recommend the award of a contract for the STH 60 Street Lighting project to WIL-Surge Electric, Inc.

Sincerely,

Jeffrey A. Chvosta, P.E.
Project Engineer
Gremmer & Associates, Inc.

Enclosures:
Bid Tabulation
Contractor Bid Form

STH 60 - Street Lighting (#8412888)
Owner: Village of Jackson
Solicitor: Gremmer & Associates
04/20/2023 02:00 PM CDT

Item Code	Item Description	UoFM	Quantity	Engineer Estimate		WIL-surge Electric, Inc		Pro Electric, Inc.		Circle Electric, Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
619.1000	Mobilization	EACH	1	\$7,500.00	\$7,500.00	\$15,428.00	\$15,428.00	\$41,342.56	\$41,342.56	\$19,015.23	\$19,015.23
628.7015	Inlet Protection Type C	EACH	25	\$75.00	\$1,875.00	\$89.00	\$2,225.00	\$174.01	\$4,350.25	\$78.52	\$1,963.00
643.5000	Traffic Control	LS	1	\$3,500.00	\$3,500.00	\$16,871.00	\$16,871.00	\$54,136.01	\$54,136.01	\$15,100.05	\$15,100.05
653.0164	Pull Boxes Non-Conductive 24x42-Inch	EACH	17	\$1,800.00	\$30,600.00	\$987.00	\$16,779.00	\$2,564.36	\$43,594.12	\$3,425.57	\$58,234.69
654.0105	Concrete Bases Type 5	EACH	36	\$1,200.00	\$43,200.00	\$891.00	\$32,076.00	\$1,376.34	\$49,548.24	\$1,432.54	\$51,571.44
655.0610	Electrical Wire Lighting 12 AWG	LF	7629	\$0.95	\$7,247.55	\$0.92	\$7,018.68	\$0.78	\$5,950.62	\$0.71	\$5,416.59
655.0620	Electrical Wire Lighting 8 AWG	LF	20342	\$1.60	\$32,547.20	\$1.68	\$34,174.56	\$1.22	\$24,817.24	\$1.31	\$26,648.02
655.0625	Electrical Wire Lighting 6 AWG	LF	30513	\$1.80	\$54,923.40	\$1.81	\$55,228.53	\$1.56	\$47,600.28	\$1.75	\$53,397.75
671.0212	Conduit HDPE Directional Bore 1-Duct 2-Inch	LF	10835	\$25.00	\$270,875.00	\$13.79	\$149,414.65	\$19.68	\$213,232.80	\$29.14	\$315,731.90
SPV.0060.01	Install Village Furnished Lighting Unit	EACH	36	\$500.00	\$18,000.00	\$832.00	\$29,952.00	\$1,537.28	\$55,342.08	\$1,547.94	\$55,725.84
SPV.0060.02	Install Village Furnished Meter Breaker Pedestal	EACH	2	\$1,000.00	\$2,000.00	\$6,910.00	\$13,820.00	\$1,451.73	\$2,903.46	\$1,297.79	\$2,595.58
SPV.0180.01	Concrete Restoration	SY	3.3	\$50.00	\$165.00	\$348.00	\$1,148.40	\$1,065.03	\$3,514.60	\$472.76	\$1,560.11
SPV.0180.02	Asphalt Restoration	SY	5	\$50.00	\$250.00	\$808.00	\$4,040.00	\$953.03	\$4,765.15	\$472.76	\$2,363.80
Base Bid Total:				\$472,683.15		\$378,175.82		\$551,097.41		\$609,324.00	

DOCUMENT 00300

BID FORM

OWNER: Village of Jackson, Wisconsin

PROJECT: STH 60- Street Lighting

NUMBER: VOJ 23-02

THIS BID IS SUBMITTED TO: Village of Jackson
Department of Public Works
W194 N16660 Eagle Drive
Jackson, Wisconsin 53037

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNERS in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNERS.
- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.

Addendum Date

N/A - no addendums

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

- D. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
 - E. Bidder does not consider that any further examinations, investigations, exploration, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - F. Bidder is aware of the general nature of work to be performed by OWNERS and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNERS.
- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the unit prices listed in Document 00310 Schedule of Prices.
- 6.01 Bidder agrees that the Work will be complete as specified in Document 00500, Agreement, Article 4.02, Contract Time, and ready for final payment in accordance with Paragraph 15.06 of the General Conditions and Article 4.02 of the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to or submitted via QuestCDN vBid and made a condition of this Bid:

- A. Document 00310, Bid Schedule
- B. Document 00490, Disclosure of Ownership
- C. Required Bid bond in the form of Bid Bond, Certified Check or Bank Cashier's Check.

8.01 The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents and have the meanings assigned to them in the General Conditions.

SUBMITTED on April 20th, 2023.

If BIDDER is:

An Individual

By: N/A (SEAL)
(Individual's Name Typed or Printed)

doing business as N/A

Business address: _____

N/A

Phone No.: N/A Fax No.: N/A

A Partnership

Partnership Name: N/A (SEAL)

By: N/A
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): N/A

Business address: N/A

Phone No. N/A Fax No. N/A

A Corporation

By: Wil-Surge Electric, Inc.
(Corporation name)

State of Incorporation: Wisconsin

Type (General Business, Professional, Service, Limited Liability:
Service

By: 
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Daryl Willing

President
(Title)

(Corporate Seal)

Attest: Amanda Rae Pintor
(Secretary)

Business address: 13201 W Silver Spring Dr. Butler, WI 53007

Phone No.: 262-781-9210 Fax No.: N/A

A Joint Venture

Joint Venturer Name: N/A (SEAL)

By: N/A
(Signature -- attach evidence of authority to sign)

Title: N/A

Business Address _____

N/A

Phone No.: N/A Fax No.: N/A

Joint Venturer Name: N/A (SEAL)

By: N/A
(Signature -- attach evidence of authority to sign)

Title: N/A

Business Address _____
N/A

Phone No.: N/A Fax No.: N/A

Phone and FAX Number, and Address for receipt of official communications:

N/A

(Each joint venturer must sign. The manner of signing for Each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT

BID SCHEDULE

<u>Item No</u>	<u>Item Description</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
619.1000	Mobilization	EACH	1	\$ 15,428.00	\$ 15,428.00
628.7015	Inlet Protection Type C	EACH	25	\$ 89.00	\$ 2,225.00
643.5000	Traffic Control	LS	1	\$ 16,871.00	\$ 16,871.00
653.0164	Pull Boxes Non-Conductive 24x42-Inch	EACH	17	\$ 987.00	\$ 16,779.00
654.0105	Concrete Bases Type 5	EACH	36	\$ 891.00	\$ 32,076.00
655.0610	Electrical Wire Lighting 12 AWG	LF	7,629	\$ 0.92	\$ 7,018.68
655.0620	Electrical Wire Lighting 8 AWG	LF	20,342	\$ 1.68	\$ 34,174.56
655.0625	Electrical Wire Lighting 6 AWG	LF	30,513	\$ 1.81	\$ 55,228.53
671.0212	Conduit HDPE Directional Bore 1-Duct 2-Inch	LF	10,835	\$ 13.79	\$ 149,414.65
SPV.0060.01	Install Village Furnished Lighting Unit	EACH	36	\$ 832.00	\$ 29,952.00
SPV.0060.02	Install Village Furnished Meter Breaker Pedestal	EACH	2	\$ 6,910.00	\$ 13,820.00
SPV.0180.01	Concrete Restoration	SY	3.3	\$ 348.00	\$ 1,148.40
SPV.0180.02	Asphalt Restoration	SY	5	\$ 808.00	\$ 4,040.00
BID TOTAL					\$ 378,175.82

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

Wil-Surge Electric Inc.

as Principal, (hereinafter called the "Principal"), and Merchants National Bonding, Inc.

6700 Westown Parkway, West Des Moines, IA 50266-7754, a corporation duly organized under the laws

of the State of Iowa, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto

Village of Jackson (DPW) - W194 N16660 Eagle Drive, Jackson, WI 53037

as Oblige, (hereinafter called the "Obligee"), in the sum of Five Percent (5%) of Principal's Bid

Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

STH 60- Street Lighting

Project No. VOJ 23-02

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of April A.D., 2023

Ana Patis
Witness

Wil-Surge Electric Inc.
Principal
Daryl Willing, President (SEAL)

Kelly School
Witness

Merchants National Bonding, Inc.
By Chris Brehmer, Attorney-in-Fact (SEAL)
2003

Printed in cooperation with the American Institute of Architects (AIA) by **Merchants National Bonding, Inc.**

vouches that the language in the document conforms exactly to the language

used in AIA Document A-310, February 1970 Edition.

BID70000ZZ0701f

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Chris Brehmer; Jason A Braatz; Linda A Pupp; Melissa Babiak; Randy L Brehmer; Terence R Geszvain

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



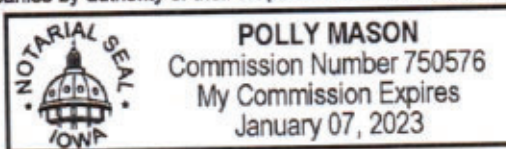
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of April, 2023.



William Warner Jr.
Secretary

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

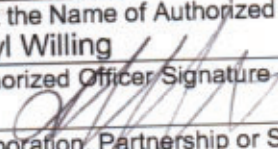
Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business," which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met.**
- (A) The contractor, or a shareholder, officer or partner of the contractor:
- (1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or
 - (2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
- (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Business Name N/A			
Street Address or P O Box	City	State	Zip Code
Business Name N/A			
Street Address or P O Box	City	State	Zip Code
Business Name N/A			
Street Address or P O Box	City	State	Zip Code
Business Name N/A			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer Daryl Willing			
Authorized Officer Signature 		Date Signed 4/19/2023	
Corporation, Partnership or Sole Proprietorship Name Wil-Surge Electric, Inc. - Corporation			
Street Address or P O Box 13201 W Silver Spring Dr.		City Butler	State WI
			Zip Code 53007

If you have any questions call (608) 266-6861



April 20, 2023

Village of Jackson
W194 N16660 Eagle Drive
Jackson, WI 53037

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

Subject: Project: VOJ 22-01
STH 60 Utility Upgrades
CTH P – Ridgeway Drive
Pay Request #3

Dear Mr. Kober:

Enclosed you will find Pay Request #3 for the STH 60 Utility Upgrades project in the Village of Jackson. The total amount, due to the contractor, has been reduced by five percent (5%) for retainage but not to exceed maximum retainage. This is per Article 6.02.A.1 Progress Payments; Retainage, of Contract Document 00500, Agreement:

Total work completed to date	= \$1,212,731.36
Work completed, Pay Request #3	= \$922,473.31
Retainage, Pay Request #3 (5%)	= \$46,123.67
Amount due to Contractor, Pay Request #3	= \$876,349.64

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

Sincerely,

Todd Drew
Project Inspector
Gremmer & Associates, Inc.

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

3

For (Project): ST 60								Application Date: 4/18/2023				
Application Period: 3/18/23 - 4/14/23												
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Stored Material	Total Work Completed to Date	
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Value of Stored Materials(\$)	Estimated Quantity Installed	Value of Work Installed (\$)
100-01	Removing curb	LF	6	7.00	42.00							
100-02	Removing Curb & Gutter	LF	960	5.00	4,800.00			20.00	\$100.00		20.00	\$100.00
100-03	Removing Concrete Sidewalk and Driveways	SY	1205	5.00	6,025.00	41.77	\$208.85	22.89	\$114.45		64.66	\$323.30
100-04	Base Aggregate Dense 1 1/4-inch	TON	1875	15.80	29,625.00			26.70	\$421.86		26.70	\$421.86
100-05	Base Aggregate Open-Graded	TON	1130	23.00	25,990.00							
100-06	Concrete Driveway 6-inch	SY	505	75.65	38,203.25							
100-07	Concrete Driveway 8-inch	SY	80	77.00	6,160.00							
100-08	Drilled Tie Bars	EA	525	9.00	4,725.00							
100-09	HMA Pavement 3 MT 58-28 S	TON	1110	275.00	305,250.00							
100-10	HMA Pavement 4 MT 58-28 S	TON	67	510.00	34,170.00							
100-11	Asphaltic Surface	TON	17	510.00	8,670.00							
100-12	Asphaltic Surface Driveways and Field Entrances	TON	50	510.00	25,500.00							
100-13	Concrete Cur Type D	LF	6	48.00	288.00							
100-14	Concrete Curb & Gutter 30-inch Type D	LF	960	42.75	41,040.00							
100-15	Concrete Sidewalk 5-inch	SF	5520	8.00	44,160.00							
100-16	Concrete Steps	SF	30	55.00	1,650.00							

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

3

For (Project): ST 60						Application Date: 4/18/2023						
Application Period: 3/18/23 - 4/14/23												
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Stored Material	Total Work Completed to Date	
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Value of Stored Materials(\$)	Estimated Quantity Installed	Value of Work Installed (\$)
100-17	Pipe Underdrain Wrppped 4-inch	LF	200	55.00	11,000.00							
100-18	Moblization	EA	1	35,000.00	35,000.00							
100-19	Lawn Restoration	SY	900	10.00	9,000.00							
100-20	Inlet Protection Type C	EA	35	55.00	1,925.00	32.00	\$1,760.00	10.00	\$550.00		42.00	\$2,310.00
100-21	Geotextile Type SAS	SY	945	2.50	2,362.50							
100-22	Marking Line Pain 4-inch	LF	6405	1.35	8,646.75							
100-23	Marking Line Pain 8-inch	LF	225	2.55	573.75							
100-24	arking Arrow Paint	EA	5	95.00	475.00							
100-25	Marking Word Paint	EA	1	125.00	125.00							
100-26	Marking Railroad Crossing Paint	EA	2	450.00	900.00							
100-27	Marking Stop Line Paint 18-inch	LF	45	5.85	263.25							
100-28	Marking Diagonal Paint 6-inch	LF	6	2.25	13.50							
100-29	Marking Crosswalk Paint Transverse Line 6-inch	LF	205	2.25	461.25							
100-30	Marking Crosswalk Paint Block Style 24-inch	LF	25	7.75	193.75							
100-31	Conduit Loop Detector	LF	224	16.50	3,696.00							
100-32	Loop Detector Wire	LF	800	2.35	1,880.00							

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

3

For (Project): ST 60								Application Date: 4/18/2023				
Application Period: 3/18/23 - 4/14/23												
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Stored Material	Total Work Completed to Date	
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)		Estimated Quantity Installed	Value of Work Installed (\$)
100-33	Sawing Asphalt	LF	8,760	2.00	17,520.00	2,289.10	\$4,578.20	3,612.50	\$7,225.00		5,901.60	\$11,803.20
100-34	Sawing Concrete	LF	2625	3.00	7,875.00	97.00	\$291.00	71.00	\$213.00		168.00	\$504.00
100-35	Remove and Replace Retaining Wall	LS	1	8,990.00	8,990.00							
100-36	Traffic Control and Detour	LS	1	25,000.00	25,000.00	0.50	\$12,500.00	0.25	\$6,250.00		0.75	\$18,750.00
100-37	Excavating, Hauling, and Disposal of Contaminated Soil	TON	990	45.00	44,550.00							
200-01	Remove and Replace Sanitary Manhole Casting and Adjustment Rings	EA	27	4,500.00	121,500.00	1.00	\$4,500.00				1.00	\$4,500.00
200-02	Connect to Existing Sanitary Sewer Manhole	EA	1	2,000.00	2,000.00							
200-03	Connect to Existing Sanitary Sewer Main	EA	3	2,000.00	6,000.00	2.00	\$4,000.00				2.00	\$4,000.00
200-04	Sanitary Sewer PVC 10-inch, Granular Backfill	LF	232	200.00	46,400.00	70.00	\$14,000.00				70.00	\$14,000.00
200-05	Sanitary Sewer PVC 8-inch, Slurry Backfill	LF	1,099	243.00	267,057.00	3.00	\$729.00	547.00	\$132,921.00		550.00	\$133,650.00
200-06	Sanitary Sewer PVC 10-inch, Slurry Backfill	LF	39	300.00	11,700.00							
200-07	Sanitary Sewer PVC 12-inch, Slurry Backfill	LF	1402	325.00	455,650.00	166.00	\$53,950.00	1,171.00	\$380,575.00		1,337.00	\$434,525.00
200-07	Sanitary Sewer Lateral 6-inch, Granular Backfill	LF	615	145.00	89,175.00	31.00	\$4,495.00	89.50	\$12,977.50		120.50	\$17,472.50
200-08	Sanitary Sewer Lateral 6-inch, Slurry Backfill	LF	310	197.00	61,070.00	18.00	\$3,546.00	228.50	\$45,014.50		246.50	\$48,560.50
200-09	Sanitary Manholes 4-Ft Diameter with Casting	EA	10	6,500.00	65,000.00	1.00	\$6,500.00	5.00	\$32,500.00		6.00	\$39,000.00
200-10	Sanitary Outside Deep Manholes 4-FT Diameter with Casting	EA	2	9,518.00	19,036.00			1.00	\$9,518.00		1.00	\$9,518.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

3

For (Project): ST 60						Application Date: 4/18/2023						
Application Period: 3/18/23 - 4/14/23												
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Stored Material	Total Work Completed to Date	
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Value of Stored Materials(\$)	Estimated Quantity Installed	Value of Work Installed (\$)
200-11	Abandon Sanitary Sewer - Jackson Drive	LS	1	1,500.00	1,500.00							
200-12	Sanitary Sewer Lateral Pipe Bursting	LF	3000	139.00	417,000.00			1,966.00	\$273,274.00		1,966.00	\$273,274.00
200-13	Funish and install 36" cleanout manhole with casting	LS	1	3,645.00	3,645.00							
200-14	Repair Existing Storm Laterals not shown on plan	EA	6	448.00	2,688.00			10.00	\$4,480.00		10.00	\$4,480.00
300-01	Removing Hydrant	EA	2	1,100.00	2,200.00							
300-02	Connect to Existing Water Valve	EA	2	2,500.00	5,000.00							
300-03	Connect to Existing Water Main Pipe	EA	3	3,850.00	11,550.00							
300-04	Remove and Replace Water Serice Curb Box	EA	100	2,800.00	280,000.00	64.00	\$179,200.00				64.00	\$179,200.00
300-05	Water Main PVC 6-inch, Slurry Backfill	LF	45	315.00	14,175.00							
300-06	Water Main PVC 12-inch, Slurry Backfill	LF	12	550.00	6,600.00							
300-07	Water Service Pipe 1 1/4-inch, Granular Backfill	LF	168	150.00	25,200.00							
300-08	Water Service Pipe 1 1/4-inch, Slurry Backfill	LF	88	200.00	17,600.00			42.00	\$8,400.00		42.00	\$8,400.00
300-09	Water Service Saddle, Corporation Stop, Curb Stop, Curb Box and Couplings 1 1/4-inch	EA	7	1,400.00	9,800.00							
300-10	Water Gate Valve 12-inch	EA	1	5,200.00	5,200.00							
300-11	Water 45 Degree Bend 6-inch	EA	1	500.00	500.00							
300-12	Water 90 Degree Bend 6-inch	EA	3	530.00	1,590.00							

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

3

For (Project): ST 60						Application Date: 4/18/2023						
Application Period: 3/18/23 - 4/14/23												
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Stored Material	Total Work Completed to Date	
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Value of Stored Materials(\$)	Estimated Quantity Installed	Value of Work Installed (\$)
300-13	Hydrant	EA	2	9,000.00	18,000.00							
300-14	Temporary Blow off 2-inch	EA	1	506.00	506.00							
300-15	Connect to Existing Water Main lpe with 12-inch Gate Valve	EA	1	4,480.00	4,480.00							
300-16	Water Main DI 12-incch with flurocarbon Gaskets, Granular Backfill	LF	247	291.00	71,877.00							
300-17	Water 22.5 Degree Bend 12-inch	EA	4	1,004.00	4,016.00							
300-18	Water Cap 12-inch	EA	2	2,216.00	4,432.00							
300-19	HDD Water service connect to main, new curb box	EA	1	4,750.00	4,750.00							
300-20	Furnish and Install 1" Curb Stop - If existing one does not fuction while replacing Curb Box	EA	6	750.00	4,500.00							
300-21	Temporary water service on Jackson Drive	LS	1	8,000.00	8,000.00							
300-22	Extra wrk involved with repairing the 12" water main near sanitary manhole #1	LS	1	7,939.00	7,939.00			1.00	\$7,939.00		1.00	\$7,939.00
300-23	Abarnndon water service corporation stops not in service	LS	1									
TOTAL BID ITEMS					\$2,834,085.00		\$290,258.05		\$922,473.31			\$1,212,731.36

**Project VOJ 21-01
Coffee Connection Trail
Jackson Drive - Eagle Drive**

Pay Request #3
Advance Construction - Prime Contractor

		Advance Construction				Pay Request #1		Pay Request #2		Pay Request #3		Pay Request #4		Pay Request #5		Pay Request #6		Cumulative Totals		% Complete
Item No.	Description	Units	Total	Unit Price	Bid Total	Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total	
100-01	Removing Curb	LF	6	\$7.00	\$42.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00	0%
100-02	Removing Curb & Gutter	LF	960	\$5.00	\$4,800.00		\$0.00		20.00	\$100.00		\$0.00		\$0.00		\$0.00		20	\$100.00	2%
100-03	Removing Concrete Sidewalk and Driveways	SY	1,205	\$5.00	\$6,025.00	13.34	\$66.70	28.43	\$142.15	\$114.45		\$0.00		\$0.00		\$0.00		65	\$323.30	5%
100-04	Base Aggregate Dense 1 1/4-Inch	TON	1,875	\$15.80	\$29,625.00		\$0.00		26.70	\$421.86		\$0.00		\$0.00		\$0.00		27	\$421.86	1%
100-05	Base Aggregate Open-Graded	TON	1,130	\$23.00	\$25,990.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-06	Concrete Driveway 6-Inch	SY	505	\$75.65	\$38,203.25		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-07	Concrete Driveway 8-Inch	SY	80	\$77.00	\$6,160.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-08	Drilled Tie Bars	EACH	525	\$9.00	\$4,725.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-09	HMA Pavement 3 MT 58-28 S	TON	1,110	\$275.00	\$305,250.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-10	HMA Pavement 4 MT 58-28 S	TON	67	\$510.00	\$34,170.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-11	Asphaltic Surface	TON	17	\$510.00	\$8,670.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-12	Asphaltic Surface Driveways and Field Entrances	TON	50	\$510.00	\$25,500.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-13	Concrete Curb Type D	LF	6	\$48.00	\$288.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-14	Concrete Curb & Gutter 30-Inch Type D	LF	960	\$42.75	\$41,040.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-15	Concrete Sidewalk 5-Inch	SF	5,520	\$8.00	\$44,160.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-16	Concrete Steps	SF	30	\$55.00	\$1,650.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-17	Pipe Underdrain Wrapped 4-Inch	LF	200	\$55.00	\$11,000.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-18	Mobilization	EACH	1	\$35,000.00	\$35,000.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-19	Lawn Restoration	SY	900	\$10.00	\$9,000.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-20	Inlet Protection Type C	EACH	35	\$55.00	\$1,925.00	12	\$660.00	20	\$1,100.00	10.00	\$550.00		\$0.00		\$0.00		42	\$2,310.00	120%	
100-21	Geotextile Type SA5	SY	945	\$2.50	\$2,362.50		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-22	Marking Line Paint 4-Inch	LF	6,405	\$1.35	\$8,646.75		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-23	Marking Line Paint 8-Inch	LF	225	\$2.55	\$573.75		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-24	Marking Arrow Paint	EACH	5	\$95.00	\$475.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-25	Marking Word Paint	EACH	1	\$125.00	\$125.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-26	Marking Railroad Crossing Paint	EACH	2.0	\$450.00	\$900.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-27	Marking Stop Line Paint 18-Inch	LF	45	\$5.85	\$263.25		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-28	Marking Diagonal Paint 6-Inch	LF	6	\$2.25	\$13.50		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-29	Marking Crosswalk Paint Transverse Line 6-Inch	LF	205	\$2.25	\$461.25		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-30	Marking Crosswalk Paint Block Style 24-Inch	LF	25	\$7.75	\$193.75		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-31	Conduit Loop Detector	LF	224	\$16.50	\$3,696.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-32	Loop Detector Wire	LF	800	\$2.35	\$1,880.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-33	Sawing Asphalt	LF	8,760	\$2.00	\$17,520.00	15	\$30.00	2274.10	\$4,548.20	3612.50	\$7,225.00		\$0.00		\$0.00		5902	\$11,803.20	67%	
100-34	Sawing Concrete	LF	2,625	\$3.00	\$7,875.00	25	\$75.00	72	\$216.00	71.00	\$213.00		\$0.00		\$0.00		168	\$504.00	67%	
100-35	Remove and Replace Retaining Wall	LS	1	\$8,990.00	\$8,990.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
100-36	Traffic Control and Detour	LS	1	\$25,000.00	\$25,000.00	0.25	\$6,250.00	0.25	\$6,250.00	0.25	\$6,250.00		\$0.00		\$0.00		1	\$18,750.00	75%	
100-37	Excavating, Hauling, and Disposal of Contaminated Soil	TON	990	\$45.00	\$44,550.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
200-01	Remove and Replace Sanitary Manhole Casting and Adjustment Rings	EACH	27	\$4,500.00	\$121,500.00		\$0.00	1	\$4,500.00		\$0.00		\$0.00		\$0.00		1	\$4,500.00	4%	
200-02	Connect to Existing Sanitary Sewer Manhole	EACH	1	\$2,000.00	\$2,000.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
200-03	Connect to Existing Sanitary Sewer Main	EACH	3	\$2,000.00	\$6,000.00		\$0.00	2	\$4,000.00		\$0.00		\$0.00		\$0.00		2	\$4,000.00	67%	
200-04	Sanitary Sewer PVC 10-Inch, Granular Backfill	LF	232	\$200.00	\$46,400.00		\$0.00	70	\$14,000.00		\$0.00		\$0.00		\$0.00		70	\$14,000.00	30%	
200-05	Sanitary Sewer PVC 8-Inch, Slurry Backfill	LF	1,099	\$243.00	\$267,057.00		\$0.00	3	\$729.00	547.00	\$132,921.00		\$0.00		\$0.00		550	\$133,650.00	50%	
200-06	Sanitary Sewer PVC 10-Inch, Slurry Backfill	LF	39	\$300.00	\$11,700.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
200-07A	Sanitary Sewer PVC 12-Inch, Slurry Backfill	LF	1,402	\$325.00	\$455,650.00		\$0.00	166	\$53,950.00	1171.00	\$380,575.00		\$0.00		\$0.00		1337	\$434,525.00	95%	
200-07B	Sanitary Sewer Lateral 6-Inch, Granular Backfill	LF	615	\$145.00	\$89,175.00		\$0.00	31	\$4,495.00	89.50	\$12,977.50		\$0.00		\$0.00		121	\$17,472.50	20%	
200-08	Sanitary Sewer Lateral 6-Inch, Slurry Backfill	LF	310	\$197.00	\$61,070.00		\$0.00	18	\$3,546.00	228.50	\$45,014.50		\$0.00		\$0.00		247	\$48,560.50	80%	
200-09	Sanitary Manholes 4-FT Diameter With Casting	EACH	10	\$6,500.00	\$65,000.00		\$0.00	1	\$6,500.00	5.00	\$32,500.00		\$0.00		\$0.00		6	\$39,000.00	60%	
200-10	Sanitary Outside Drop Manholes 4-FT Diameter With Casting	EACH	2	\$9,518.00	\$19,036.00		\$0.00		\$0.00	1.00	\$9,518.00		\$0.00		\$0.00		1	\$9,518.00	50%	
200-11	Abandon Sanitary Sewer - Jackson Drive	LS	1	\$1,500.00	\$1,500.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
200-12	Sanitary Sewer Lateral Pipe Bursting	LF	3,000	\$139.00	\$417,000.00		\$0.00		\$0.00	1966.00	\$273,274.00		\$0.00		\$0.00		1966	\$273,274.00	66%	
200-13	Furnish and Install 36" cleanout manhole with casting		1	\$3,645.00	\$3,645.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
200-14	Repair existing storm laterals not shown on plan	EACH	6	\$448.00	\$2,688.00		\$0.00		\$0.00	10.00	\$4,480.00		\$0.00		\$0.00		10	\$4,480.00	167%	
300-01	Removing Hydrant	EACH	2	\$1,100.00	\$2,200.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
300-02	Connect to Existing Water Valve	EACH	2	\$2,500.00	\$5,000.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
300-03	Connect to Existing Water Main Pipe	EACH	3	\$3,850.00	\$11,550.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
300-04	Remove and Replace Water Service Curb Box	EACH	100	\$2,800.00	\$280,000.00	41	\$114,800.00	23	\$64,400.00		\$0.00		\$0.00		\$0.00		64	\$179,200.00	64%	
300-05	Water Main PVC 6-Inch, Slurry Backfill	LF	45	\$315.00	\$14,175.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
300-06	Water Main PVC 12-Inch, Slurry Backfill	LF	12	\$550.00	\$6,600.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
300-07	Water Service Pipe 1 1/4-Inch, Granular Backfill	LF	168	\$150.00	\$25,200.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
300-08	Water Service Pipe 1 1/4-Inch, Slurry Backfill	LF	88	\$200.00	\$17,600.00		\$0.00		\$0.00	42.00	\$8,400.00		\$0.00		\$0.00		42	\$8,400.00	48%	
300-09	Water Service Saddle, Corporation Stop, Curb Stop, Curb Box and Couplings 1 1/4-Inch	EACH	7	\$1,400.00	\$9,800.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
300-10	Water Gate Valve 12-Inch	EACH	1	\$5,200.00	\$5,200.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
300-11	Water 45 Degree Bend 6-Inch	EACH	1	\$500.00	\$500.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
300-12	Water 90 Degree Bend 6-Inch	EACH	3	\$530.00	\$1,590.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
300-13	Hydrant	EACH	2.0	\$9,000.00	\$18,000.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
300-14	Temporary Blow Off 2-Inch	EACH	1	\$506.00	\$506.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
300-15	Connect to Existing Water Main Pipe with 12-Inch Gate Valve	EACH	1	\$4,480.00	\$4,480.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
300-16	Water Main DI 12-Inch with Fluorocarbon Gaskets, Granular Backfill	LF	247	\$291.00	\$71,877.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
300-17	Water 22.5 Degree Bend 12-Inch	EACH	4	\$1,004.00	\$4,016.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
300-18	Water Cap 12-Inch	EACH	2	\$2,216.00	\$4,432.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
300-19	HDD Water service connect to main, new curb box	EACH	1	\$4,750.00	\$4,750.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		0	\$0.00	0%
300-20	Furnish and Install 1" Curb Stop - if existing one does not function while replacing Curb Box	EACH	6	\$750.00	\$4,500.00		\$0.00		\$0.00	\$0.00</										

Advance original bid #

\$2,713,433.75

\$120,651.25

Work completed, previous estimate

Work completed, this estimate

Total work completed

Retainage, this estimate

Total retainage, previous estimates

Amount due to contractor, this estimate

\$168,376.35

\$922,473.31

1,212,731.36

\$46,123.67

\$14,512.90
\$60,626.53

\$876,340.64

Max retainage to hold =

Based off original bid price

\$6,094.09 Retainage Est #1

\$8,418.82 Retainage Est #2

\$46,123.67 Retainage Est #3

\$67,835.84



Drinking Water Report

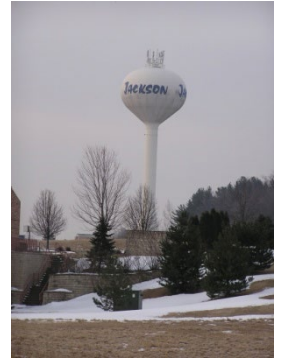
2022 Consumer Confidence Report

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 2022 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 water mains, 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, 2022. 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 2021)	Violation	Typical Source of Contaminant
HAA5 (ppb)	B-11	60	60	2	2		No	By-product of drinking water chlorination
TTHM (ppb)	B-11	80	0	3.1	3.1		No	By-product of drinking water chlorination

Inorganic Contaminants

Contaminant (units)	Site	MCL	MCLG	Level Found	Range	Sample Date (if prior to 2021)	Violation	Typical Source of Contaminant
ARSENIC (ppb)		10	n/a	4	1 - 4	9/15/2020	No	Erosion of natural deposits; Runoff from orchards; Runoff from glass and electronics production wastes
BARIUM (ppm)		2	2	0.100	0.073 - 0.100	9/15/2020	No	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits
CHROMIUM (ppb)		100	100	1	0 - 1	9/15/2020	No	Discharge from steel and pulp mills; Erosion of natural deposits
FLUORIDE (ppm)		4	4	0.2	0.2 - 0.2	9/15/2020	No	Erosion of natural deposits; Water additive which promotes strong

Contami- nant (units)	Site	MCL	MCLG	Level Found	Range	Sample Date (if prior to 2021)	Vio- la- tion	Typical Source of Contaminant
								teeth; Discharge from fertilizer and aluminum factories
NICKEL (ppb)		100		4.2000	1.3000 - 4.2000	9/15/2020	No	Nickel occurs naturally in soils, ground water and surface waters and is often used in electroplating, stainless steel and alloy products.
NITRATE (N03-N) (ppm)		10	10	2.90	0.00 - 2.90		No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
SELENIUM (ppb)		50	50	0	0 - 0	9/15/2020	No	Discharge from petroleum and metal refineries; Erosion of natural deposits; Discharge from mines
SODIUM (ppm)		n/a	n/a	21.00	9.00 - 21.00	9/15/2020	No	n/a

Contami- nant (units)	Action Level	MCLG	90th Per- centile Level Found	# of Results	Sample Date (if prior to 2021)	Vio- la- tion	Typical Source of Contami- nant
COPPER (ppm)	AL=1.3	1.3	0.3100	0 of 20 results were above the action level.	9/22/2020	No	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservatives
LEAD (ppb)	AL=15	0	3.60	1 of 20 results were above the action level.	9/22/2020	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 2021)	Vio- la- 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

Contaminants with a Health Advisory Level or a Secondary Maximum Contaminant Level

The following tables list contaminants which were detected in your water and that have either a Health Advisory Level (HAL) or a Secondary Maximum Contaminant Level (SMCL), or both. There are no violations for detections of contaminants that exceed Health Advisory Levels, Groundwater Standards or Secondary Maximum Contaminant Levels. Secondary Maximum Contaminant Levels are levels that do not present health concerns but may pose aesthetic problems such as objectionable taste, odor, or color. Health Advisory Levels are levels at which concentrations of the contaminant present a health risk.

Contami- nant (units)	Site	SMCL (ppm)	HAL (ppm)	Level Found	Range	Sample Date (if prior to 2021)	Typical Source of Contami- nant
CHLORIDE (ppm)		250		41.00	5.30 - 41.00	7/12/2017	Runoff/leaching from natural deposits, road salt, water sof- teners
IRON (ppm)		0.3		0.62	0.00 - 0.62	7/12/2017	Runoff/leaching from natural deposits, industrial wastes
MANGA- NESE (ppm)		0.05	0.3	0.03	0.01 - 0.03	7/12/2017	Leaching from natural depos- its
ZINC (ppm)		5		0.03	0.00 - 0.03	7/12/2017	Runoff/leaching from natural deposits, industrial wastes

Health effects for any contaminants with MCL violations/Action Level Exceedances/SMCL exceedances/HAL exceedances

Contaminant Health Effects

IRON Waters containing iron in quantities above the SMCL are not hazardous to health but may be objectionable for taste, odor, or color.

Additional Health Information

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.

Public Works Report

April 25, 2023

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

Year 2021

January	Avg. Flow 1.075 MGD	Min. Flow 880,000 g.p.d.	Max. 1.460 MGD
February	Avg. Flow 1.015 MGD	Min. Flow 830,000 g.p.d.	Max. 1.590 MGD
March	Avg. Flow 1.525 MGD	Min. Flow 1.160 MGD	Max. 1.970 MGD
April	Avg. Flow 1.264 MGD	Min. Flow 1.020 MGD	Max. 1.950 MGD
May	Avg. Flow 1.108 MGD	Min. Flow 880,000 g.p.d.	Max. 1.450 MGD
June	Avg. Flow 1.091 MGD	Min. Flow 810,000 g.p.d.	Max. 1.670 MGD
July	Avg. Flow 983,226 g.p.d.	Min. Flow 780,000 g.p.d.	Max. 1.410 MGD
August	Avg. Flow 1.281 MGD	Min. Flow 800,000 g.p.d.	Max. 2.530 MGD
September	Avg. Flow 932,333 g.p.d.	Min. Flow 710,000 g.p.d.	Max. 1.170 MGD
October	Avg. Flow 930,000 g.p.d.	Min. Flow 770,000 g.p.d.	Max. 1.140 MGD
November	Avg. Flow 853,667 g.p.d.	Min. Flow 720,000 g.p.d.	Max. 970,000 g.p.d.
December	Avg. Flow 952,581 g.p.d.	Min. Flow 720,000 g.p.d.	Max. 1.330 MGD

Year 2022

January	Avg. Flow 839,968 g.p.d.	Min. Flow 720,000 g.p.d.	Max. 960,000 g.p.d.
February	Avg. Flow 848,571 g.p.d.	Min. Flow 710,000 g.p.d.	Max. 1.080 MGD
March	Avg. Flow 1.499 MGD	Min. Flow 890,000 g.p.d.	Max. 3.910 MGD
April	Avg. Flow 2.245 MGD	Min. Flow 1.200 MGD	Max. 4.100 MGD
May	Avg. Flow 1.237 MGD	Min. Flow 850,000 g.p.d.	Max. 2.070 MGD
June	Avg. Flow 1.438 MGD	Min. Flow 780,000 g.p.d.	Max. 3.680 MGD
July	Avg. Flow 1.141 MGD	Min. Flow 760,000 g.p.d.	Max. 2.370 MGD
August	Avg. Flow 1.139 MGD	Min. Flow 810,000 g.p.d.	Max. 1.920 MGD
September	Avg. Flow 1.395 MGD	Min. Flow 780,000 g.p.d.	Max. 4.160 MGD
October	Avg. Flow 920,322 g.p.d.	Min. Flow 760,000 g.p.d.	Max. 1.130 MGD
November	Avg. Flow 1.259 MGD	Min. Flow 810,000 g.p.d.	Max. 2.660 MGD
December	Avg. Flow 1.267 MGD	Min. Flow 930,000 g.p.d.	Max. 2.190 MGD

Year 2023

January	Avg. Flow 1.247 MGD	Min. Flow 1.010 MGD	Max. 1.560 MGD
February	Avg. Flow 1.351 MGD	Min. Flow 950,000 g.p.d.	Max. 3.130 MGD
March	Avg. Flow 1.762 MGD	Min. Flow 1.250 MGD	Max. 2.560 MGD

Years Summary of Water Consumption

2006 Total Pumpage 207,719,000 gallons	2007 Total Pumpage 217,224,000 gallons
2008 Total Pumpage 229,613,000 gallons	2009 Total Pumpage 231,160,000 gallons
2010 Total Pumpage 239,326,000 gallons	2011 Total Pumpage 240,268,000 gallons
2012 Total Pumpage 253,492,000 gallons	2013 Total Pumpage 228,371,000 gallons
2014 Total Pumpage 230,973,000 gallons	2015 Total Pumpage 222,621,000 gallons
2016 Total Pumpage 254,531,000 gallons	2017 Total Pumpage 251,387,000 gallons
2018 Total Pumpage 241,322,000 gallons	2019 Total Pumpage 253,427,000 gallons
2020 Total Pumpage 259,413,000 gallons	2021 Total Pumpage 242,216,000 gallons

Year 2021

Jan.	Avg.	565,650 g.p.d.	Highest Day 789,000 gals.	Total	17,535,000 gallons
Feb	Avg.	517,650 g.p.d.	Highest Day 913,000 gals.	Total	16,047,000 gallons
March	Avg.	583,770 g.p.d.	Highest Day 1.303 MGD	Total	18,097,000 gallons
April	Avg.	642,770 g.p.d.	Highest Day 1.190 MGD	Total	19,283,000 gallons
May	Avg.	659,610 g.p.d.	Highest Day 1.103 MGD	Total	20,448,000 gallons
June	Avg.	825,730 g.p.d.	Highest Day 1.311 MGD	Total	24,772,000 gallons
July	Avg.	750,190 g.p.d.	Highest Day 1.529 MGD	Total	23,256,000 gallons
August	Avg.	768,940 g.p.d.	Highest Day 1.920 MGD	Total	23,837,000 gallons
Sept	Avg.	633,060 g.p.d.	Highest Day 1.775 MGD	Total	19,625,000 gallons
Oct	Avg.	753,030 g.p.d.	Highest Day 1.992 MGD	Total	23,344,000 gallons
Nov	Avg.	619,870 g.p.d.	Highest Day 1.059 MGD	Total	18,596,000 gallons
Dec	Avg.	560,520 g.p.d.	Highest Day 1.167 MGD	Total	17,376,000 gallons

Year 2022

Jan.	Avg.	553,580 g.p.d.	Highest Day 707,000 gals.	Total	17,161,000 gallons
Feb.	Avg.	575,360 g.p.d.	Highest Day 683,000 gals.	Total	16,110,000 gallons
March	Avg.	578,290 g.p.d.	Highest Day 861,000 gals.	Total	17,927,000 gallons
April	Avg.	606,400 g.p.d.	Highest Day 1.084 MGD	Total	18,192,000 gallons
May	Avg.	605,190 g.p.d.	Highest Day 808,000 gals.	Total	18,761,000 gallons
June	Avg.	660,500 g.p.d.	Highest Day 1.034 MGD	Total	19,815,000 gallons
July	Avg.	685,520 g.p.d.	Highest Day 853,000 gals.	Total	21,251,000 gallons
August	Avg.	654,160 g.p.d.	Highest Day 800,000 gals.	Total	20,279,000 gallons
Sept	Avg.	602,170 g.p.d.	Highest Day 727,000 gals.	Total	18,065,000 gallons
October	Avg.	661,390 g.p.d.	Highest Day 1.185 MGD	Total	20,503,000 gallons
Nov	Avg.	561,670 g.p.d.	Highest Day 714,000 gals.	Total	16,850,000 gallons
Dec	Avg.	552,160 g.p.d.	Highest Day 712,000 gals.	Total	17,117,000 gallons

Year 2023

Jan.	Avg.	544,810 g.p.d.	Highest Day 716,000 gals.	Total	16,889,000 gallons
Feb.	Avg.	576,070 g.p.d.	Highest Day 762,000 gals.	Total	16,130,000 gallons
March	Avg.	532,060 g.p.d.	Highest Day 713,000 gals.	Total	16,494,000 gallons

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

WWTP – Holding & Septage Receiving

2005	\$ 87,562.01	2006	\$101,115.11	2007	\$152,201.07	2008	\$210,441.47
2009	\$183,815.34	2010	\$197,653.66	2011	\$220,576.28	2012	\$236,224.70
2013	\$235,336.46	2014	\$203,938.32	2015	\$210,644.47	2016	\$220,473.17
2017	\$232,358.23	2018	\$245,767.74	2019	\$219,822.80	2020	\$204,656.11
2021	\$209,083.10	2022	\$251,109.46				

2021	Holdings (gals)	Grease (gals)	G Decant (gals)	Septage (gals)	S Decant (gals)	Total Billings
January	1,284,600			6,650	77,250	\$12,507.30
February	1,386,475			3,000	44,450	\$12,338.05
March	1,633,050			27,600	206,050	\$19,457.65
April	1,425,850			38,000	268,500	\$19,829.30
May	1,297,900			34,550	232,100	\$17,740.45
June	1,392,350			52,800	258,500	\$19,977.30
July	1,338,500			31,600	245,050	\$18,256.25
August	1,499,450			31,200	196,250	\$18,305.85
September	1,389,200			23,900	213,400	\$17,524.10
October	1,275,550			16,250	297,260	\$18,367.15
November	1,249,400			22,400	224,200	\$16,608.20
December	1,448,000			32,000	205,900	\$18,171.50

2022	Holdings (gals)	Grease (gals)	G Decant (gals)	Septage (gals)	S Decant (gals)	Total Billings
January	1,311,750	2,700			40,650	\$11,780.25
February	1,321,050	8,000			48,350	\$12,577.15
March	2,076,350	2,000		40,750	303,750	\$26,238.30
April	1,791,650	5,400	1,500	101,700	326,050	\$27,660.95
May	1,703,450		5,200	164,850	288,100	\$28,456.35
June	1,759,050	3,000		100,400	373,050	\$28,348.65
July	1,437,400	2,700		92,100	186,800	\$20,583.70
August	1,670,350	1,200	3,500	63,700	242,850	\$22,560.55
September	1,479,850			73,350	168,950	\$19,363.30
October	1,204,370	3,000	5,500	47,650	253,200	\$18,629.21
November	1,264,850		1,000	48,300	228,250	\$18,038.55
December	1,454,750		4,000	24,100	159,600	\$16,872.50

2023	Holdings (gals)	Grease (gals)	G Decant (gals)	Septage (gals)	S Decant (gals)	Total Billings
January	1,232,950		1,000	2,800	72,460	\$11,841.10
February	1,299,600			1,000	27,000	\$11,121.30

Morning Meadows Subdivision

Streetlights are being planned by the Village for installation in Phase 1 and 2. The Utilities are in negotiation on how to use the proposed sewer and water layout in Phase 3 for the sewer and water layout being proposed for CTH P Project. No Change

Willow Ridge Drive Reconstruction Project

Streetlights and growing grass are the remaining items. The Village is still holding the retainage of the project.

Spruce Street/Ridgeway Drive Extension Project

We are working on a streetlight layout for the two streets. We now have poles, fixtures, and meter pedestals just need time for the layout for bidding.

Eagle Drive & STH 60 Intersection Improvement

Terra Venture Advisors are being hired for the land acquisition services for the project. Working through the details and approvals. The plans are reaching the 60% plan stage.

Midwest Fiber Installation

Street Opening Permits are being approved for the Fiber to the Home Project. In the process we are working with Mid-West for fiber to Utility owned properties.

Impact Fee Study

The study is in process, and the results will be discussed at the May Board of Public Works meeting.

Stormwater Ponds Management Inspection Program

A pause in the inspections have occurred until the vegetation becomes less in the Fall. Difficult to walk around some ponds. We are using the time to look for pond plans. In May, the program will start again.

Main Street (STH 60) Sewer and Water Replacement

M & E Construction has over half of the sanitary laterals replaced. The sanitary sewer main installation is completed in Main Street. Next, is sanitary laterals that need to be open cut process. M & E Construction continues with sanitary lateral replacements. Jackson Drive sewer and water replacement is being scheduled.

CTH P (Sherman Road to STH 60) Utility Project

Preconstruction meeting is scheduled for May 11th. We are looking at different Water Main pipe material for the CTH P Project. The contractor will start the Sherman Road sewer project sooner than originally scheduled.

Maple Fields Subdivision

The subdivision has been paved. We-Energies Utility installation is occurring. Streetlights and sidewalks still need to be completed in Phase 1.

Next Generation Housing

Preconstruction Meeting held on Tuesday April 18th. Groundbreaking ceremony schedule for Monday, May 8th. Waiting on DNR approval to start the project.

Jackson Park Tennis Court Pickleball Conversion

The Preconstruction meeting is scheduled for May 11th.

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