

**AGENDA**  
**VILLAGE BOARD MEETING**  
**Tuesday, March 14, 2023 at 7:30 p.m.**  
**Jackson Municipal Complex**  
**Village Board Room**  
**N168W19851 Main Street**  
**Jackson, WI 53037**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Village Citizen Comment on an Agenda Item (Please sign-in with the Clerk prior to speaking. Please note this is the Village Board's monthly business meeting, not a public hearing. Residents wishing to speak on any item on the agenda should present their comments under this agenda item. Each commenter will be limited to 2 minutes, for a total time limit of 15 minutes.)
4. Public Hearing – Rezoning Parcel #V3\_053600C from Planned Unit Development (PUD) to B-1, Community Business District – Village of Jackson (Ordinance #23-04)  
(Plan Commission Draft Minutes)
5. Public Hearing – Amending Ordinance Section 48-177 Pertaining to Parking Requirements (Ordinance #23-05)  
(Plan Commission Draft Minutes)
6. Approval of Minutes for the Village Board Meeting of February 14, 2023
7. Approval of Licenses
  - Operator's Licenses:
    - East Side Mart, Main Street Mart, & The Village Mart: Jonathan Bell, Keith Fitzpatrick, Laurie Powalish
8. Budget & Finance Committee
  - Resolution #23-04 Establishing Rates for Septic and Holding Tank Waste
  - Pay Request #1 – STH 60 Utility Upgrade Project
  - Pay Request #5 – Willow Ridge Drive Reconstruction Project
9. Plan Commission
  - Preliminary Plat – Parcel #V3\_053600B – The Oaks of Jackson – Village of Jackson  
(Plan Commission Draft Minutes)
10. Board of Public Works
  - Water Service Request – Parcel #T7\_0744 – Mill Road – Derek Strohm  
(Resolution #23-05)
  - Review of Village Code Mailbox Policy  
(Board of Public Works Draft Minutes)

11. Parks and Recreation Commission
  - Hasmer Lake Master Plan  
(Parks and Recreation Commission Draft Minutes)
12. West Bend School District Report
13. Washington County Board Report
14. Greater Jackson Business Alliance Report
15. Mid-Moraine Municipal Association Report
16. Citizens to Address the Village Board (Please sign-in with the Clerk prior to speaking. Please note this is the Village Board's monthly business meeting, not a public hearing. People wishing to speak on any item not on the agenda should present their comments now under this agenda item. In addition, although the Board can receive comments on matters not included on this agenda, it cannot discuss or take action on these matters. Each commenter will be limited to 2 minutes, for a total time limit of 15 minutes.)
17. Closed Session pursuant to Wis. Stats. § 19.85(1)(e) "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session." The purpose of the Closed Session is to discuss Village strategic approaches related to the sale and development of properties publicly owned in TID 7.
18. Reconvene in Open Session with Possible Action Related to the Subject of the Preceding Closed Session
19. Adjourn

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

## **STAFF MEMO**

### Village of Jackson Plan Commission

**Meeting Date:** February 23, 2023  
(Rescheduled from February 16, 2023)

**Agenda Item:** Item #4

**To:** Mike Schwab, Village President  
Village of Jackson Plan Commission  
Jen Keller, Village Administrator

**From:** Collin Johnson, Director of Inspections & Zoning

**Subject:** Ordinance 23-04 - Rezoning of Parcel V3\_053600C

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#### **Background and Analysis:**

As part of the ongoing effort to develop portions of TID #7, Village staff have undertaken the task of reviewing both the current zoning regulations and comprehensive plan designations for various parcels within the TID. In recent months, staff have identified various conflicts between zoning and the comprehensive plan and have proposed certain amendments that better align either the zoning or comprehensive plan designations, or both, in support of future development opportunities.

In keeping with that vision, staff have identified the need for rezoning of parcel #V3\_053600C from Planned Unit Development (PUD) to B-1 (Community Business District). The parcel is 5.76 acres or 250,905.6 square feet in area. The parcel includes roughly 500 feet of frontage along Highway 60/Main Street to the north, 516 feet along Ridgeway Drive to the east, and 485 feet along Spruce Street to the south. The western property line is roughly 462 feet in length and abuts an existing commercial parcel that contains mixed business uses.

The B-1 Community Business District zoning ordinance is included below for reference.

#### **Sec. 48-145. B-1 Community Business District.**

**(a) Generally.** The B-1 Community Business District is intended to provide for individual or small groups of retail and customer service establishments. This type of district is generally located away from the traditional central business district and provides such amenities as increased open space and off-street parking and loading facilities, making such retail centers more compatible with the character of adjacent residential districts.

**(b) Permitted uses.** None; all uses are conditional uses.

**(c) Lot area and width.** Lots shall have a minimum area of one acre and shall not be less than 150 feet in width.

**(d) Building height.** No building or parts of a building shall exceed 35 feet in height.

**(e) Setbacks and yards.** There shall be a minimum setback of 50 feet from the street right-of-way. There shall be a side yard on either side of the principal structure of not less than 15 feet in width and a rear yard of not less than 25 feet.

#### **Comprehensive Plan & Zoning Impacts:**

The Village Comprehensive Plan Land Use Map identifies the subject property at General Commercial. This is consistent with the proposed zoning designation. There are no foreseen conflicts to the Comprehensive Plan.

#### **Site Plan:**

See attached aerial map included in DRAFT Ordinance.

**Additional Staff Comments:**

None

**Review Procedures:**

The Plan Commission is advisory; and the Village Board makes the final decision.

**Notice Requirements:**

- Posting on the agenda
- Notification of all other municipalities located within 1,000 feet of the subject property.
- Publication of a Class II Notice of Public Hearing (Village Board ONLY)

**Potential Action:**

Recommend the Village Board approve Ordinance #23-04 amending the zoning for Parcel #V3\_053600C and to amend the zoning map accordingly.

**Attachments:**

- Ordinance 23-04 (DRAFT)



**ORDINANCE #23-04**

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**TO REZONE PARCEL V3\_053600C IN THE VILLAGE OF JACKSON AND TO  
AMEND THE ZONING MAP OF THE VILLAGE OF JACKSON PURSUANT TO  
SECTION 48.34 OF THE MUNICIPAL CODE**

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**WHEREAS**, the Village Board for the Village of Jackson adopted zoning regulations for the Village of Jackson and has amended such regulations from time to time; and

**WHEREAS**, the zoning regulations, as amended, are codified as Chapter 48 of the Village of Jackson municipal code, which is titled "Zoning"; and

**WHEREAS**, the Village of Jackson hereby proposes to amend the zoning classification of Tax Parcel V3\_053600C; and

**WHEREAS**, the proposed rezoning has been submitted to the Village of Jackson Plan Commission for report and recommendation; and

**WHEREAS**, the Village of Jackson Plan Commission considered the matter at its meeting on February 23, 2023, and recommended approval; and

**WHEREAS**, the Village Board conducted a public hearing on March 14, 2023; and

**WHEREAS**, the Village Plan Commission has recommended to the Village Board that a permanent zoning classification of B-1 Community Business District be made; and of the recommendation of the Plan Commission, having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration, having determined that the zoning classification is consistent with the Village's Comprehensive Plan, and having based its determination on the effect of granting of said zoning on the health, safety, and welfare for the community, and the immediate neighborhood in which said use will be located, and having given due consideration to the municipal problems involved, as well as the impact on the surrounding properties as to the noise, dust, smoke, odor and others, has hereby determined that the zoning classification will not violate the spirit or intent the zoning ordinance for the Village of Jackson, will not be hazardous, harmful, noxious, offensive or a nuisance by reason of noise, dust, smoke odor or other similar factors and will not for any other reason cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as the development is conducted pursuant to the following conditions and is in strict compliance with the same.

**NOW, THEREFORE BE IT RESOLVED**, the Village of Jackson Village Board, Washington County Wisconsin ORDAINS AS FOLLOWS:

**Section 1.** To amend the zoning designation of the subject property, as described above, and depicted as Parcel V3\_053600C on Exhibit A, attached hereto, from Planned Unit Development (PUD) to B-1 (Community Business District), and to amend the zoning map of the Village of Jackson to incorporate the zoning of the subject property.

**Section 2. Effective Date**

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

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

Introduced by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Vote: \_\_\_\_\_aye \_\_\_\_\_nay

Passed and approved \_\_\_\_\_

VILLAGE OF JACKSON

By: \_\_\_\_\_  
Michael E. Schwab, Village President

Attest:

\_\_\_\_\_  
Jilline S. Dobratz, Village Clerk

Proof of Posting:

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

\_\_\_\_\_  
Village Official

\_\_\_\_\_  
Date

EXHIBIT A - Parcel V3\_053600C



## **STAFF MEMO**

## Village of Jackson Plan Commission

**Meeting Date:** February 23, 2023  
(Rescheduled from February 16, 2023)

**Agenda Item:** Item #5

**To:** Mike Schwab, Village President  
Village of Jackson Plan Commission  
Jen Keller, Village Administrator

**From:** Collin Johnson, Director of Inspections & Zoning

**Subject:** Village Parking Requirements

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### **Background and Analysis:**

Village Ordinance Section 48-177 outlines various parking requirements for development throughout the Village. The Ordinance applies to all zoning districts and uses and details specific requirements for on-site parking including the number of parking spaces for various uses.

Typical parking regulations and codes require a set amount of parking for a given square footage or number of units and commonly assume that all trips will be by automobile. This assumption ignores a neighborhood's individual mix of uses, walkability, and general development necessities. Inflexible parking requirements can force businesses to provide unneeded parking, wasting space and money while also impacting the environment.

Village Staff have recognized that certain parking requirements mandated by ordinance may no longer be practical. Parking policies and requirements can strongly affect a community's built and natural environments. With decreased demand for parking, due in part to a boom in online shopping, ride-hailing, and delivery services, recent trends have incorporated reduced or even deregulated specific parking requirements altogether.

### **Comprehensive Plan & Zoning Impacts:**

There are no direct impacts to the Comprehensive Plan. Parking requirements are outlined within the Village zoning code and therefore, any proposed changes to parking requirements would require an ordinance amendment(s).

### **Site Plan:**

Not Applicable

### **Additional Staff Comments:**

None

### **Review Procedures:**

The Plan Commission is advisory; and the Village Board makes the final decision.

### **Notice Requirements:**

- Posting on the agenda. (No other public notice is required.)

**Potential Action:**

Recommend the Village Board adopt Ordinance 23-05 amending Village Ordinance Section 48-177 regarding parking requirements.

**Attachments:**

Ordinance 23-05 – (DRAFT) (Redline & Normal Versions)

**ORDINANCE #23-05**

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**TO AMEND CHAPTER 48 OF THE MUNICIPAL CODE WITH REGARD TO PARKING REQUIREMENTS**

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**WHEREAS**, the Village Board for the Village of Jackson adopted zoning regulations for the Village of Jackson and has amended such regulations from time to time; and

**WHEREAS**, the zoning regulations, as amended, are codified as Chapter 48 of the Village of Jackson municipal code, which is titled "Zoning;" and

**WHEREAS**, the Village of Jackson Plan Commission has reviewed the parking requirements and believes changes are warranted; and

**WHEREAS**, the Plan Commission reviewed a proposed ordinance with such revisions and recommended approval at their meeting on February 23, 2023; and

**WHEREAS**, the Village Board conducted a public hearing on March 14, 2023; and

**WHEREAS**, the Village Board having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration, and having based its determination on the effect of the granting of such zoning amendments on the health, safety and welfare of the community, and the immediate neighborhood in which said use will be located, and having given due consideration to the municipal problems involved as well as the impact on the surrounding properties as to noise, dust, smoke and odor, and others, hereby determine that the zoning amendments will not violate the spirit or intent of the Zoning Code for the Village of Jackson, will not be contrary to the public health, safety or general welfare of the Village of Jackson, will not be hazardous, harmful, noxious, offensive and will not for any other reason cause a substantial adverse effect on the property values and general desirability of the neighborhoods within the Village and will be consistent with the Village of Jackson Comprehensive Plan.

**NOW, THEREFORE BE IT RESOLVED**, the Village of Jackson Village Board, Washington County Wisconsin **ORDAINS AS FOLLOWS:**

**Section 1.** Repeal and recreate section 48-177 as revised below.

**Sec. 48-177. Parking.**

- (a) *Generally.* In all districts and in connection with every use, there shall be provided at the time any use or building is erected, enlarged, extended, or increase off-street parking stalls for all vehicles in accordance with the following:

- (1) Adequate access to a public street shall be provided for each parking space, and driveways shall comply with village standards on file with village engineer.
  - (2) Size of each parking space shall not be less than nine feet wide and 162 square feet in area exclusive of the space required for ingress and egress.
  - (3) Location shall be on the same lot as the principal use or not more than 400 feet from the principal area. No parking stall or driveway except in residential districts shall be closer than 25 feet to a residential district lot line or a street line opposite a residential district.
  - (4) All off-street parking areas or driveways for more than five vehicles shall be surfaced with an asphaltic or Portland cement pavement in accordance with the village standards and specifications so as to provide a durable and dustless surface; shall be so graded and drained as to dispose of all surface water accumulated within the area; and shall be so arranged and marked so as to provide for orderly and safe loading or unloading, parking, and storage of self-propelled vehicles.
  - (5) Curbs and barriers shall be installed so as to prevent the parked vehicles from extending over any lot lines.
- (b) *Minimum number of spaces required.* The following number of parking stalls are required:

| <i>Use</i>                                                                                                         | <i>Minimum Parking Required</i>                                                                                      |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| Single-family dwellings, two-family dwellings, and manufactured homes                                              | Two spaces for each dwelling unit                                                                                    |
| Multiple-family dwellings                                                                                          | Two spaces for each dwelling with two or more bedrooms; one space for each one-bedroom unit or efficiency unit       |
| Community living arrangement                                                                                       | One space for each 6 residents, plus one space for each employee                                                     |
| Motels, hotels                                                                                                     | One space for each guestroom, plus one space for each three employees                                                |
| Rooming houses and boarding houses, fraternity and sorority houses, dormitories, rectories                         | One space per bed                                                                                                    |
| Retirement homes, orphanages, convents, monasteries                                                                | One space per 1,000 feet of principal floor area                                                                     |
| Hospitals, institutions, rest and nursing homes                                                                    | One space for each three beds, plus one space for each three employees, plus one space for each physician            |
| Medical and dental clinics                                                                                         | One space for each 300 square feet of floor area                                                                     |
| Place of worship, theaters, auditoriums, community centers, and night schools, and other places of public assembly | One space for each three seats at design capacity                                                                    |
| Colleges, secondary and elementary schools                                                                         | One space for each employee, plus one space for each five students of 16 years of age or more                        |
| Restaurants, bars, and places of entertainment                                                                     | One space for each 250 square feet of floor area, plus one space for each employee on the largest work shift         |
| Retail stores                                                                                                      | 1 space for each 300 square feet of floor area, excluding areas used for storage                                     |
| Repair shops                                                                                                       | 1 space for each 300 square feet of floor area                                                                       |
| Manufacturing and processing plants (including meat and processing laboratories)                                   | One space for each 1,500 square feet of floor area devoted to manufacturing, plus parking for administrative offices |
| Financial institutions, business, and professional offices                                                         | One space for each 300 square feet of floor area, plus one space for each employee on the largest work shift         |
| Government                                                                                                         | One space for each employee on the largest work shift, plus parking for any area dedicated for public assembly       |
| Funeral homes                                                                                                      | Twenty spaces for each viewing room                                                                                  |
| Bowling alleys                                                                                                     | Five spaces for each alley                                                                                           |
| Lodges and clubs                                                                                                   | One space for each five members                                                                                      |
| Automobile repair garages and service garages                                                                      | 0.5 space for each service bay; plus 1 space for each employee on the largest work shift                             |

|                                    |                                                                                                                                                                                                                                      |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Motor vehicle sales (new and used) | One space for each 600 square feet of floor area, plus one space for every 8,000 square feet of display area. For example, 8,000 square feet will accommodate about 40 vehicles, based on an average of 200 square feet per vehicle. |
| Gasoline filling stations          | One space for each 250 square feet of floor area devoted to retail sales                                                                                                                                                             |

**Table Notes:**

1. When a single development project that includes various distinguishable uses, the number of required spaces is the total number of stalls required for each of the individual uses except that spaces can be shared when uses have different peak parking demand periods.

- (c) *Uses not listed.* In the case of structures or uses not listed, the provisions for use, which are most similar, shall apply.
- (d) *Deferred installation.* If the developer believes the number of required parking spaces is more than what is actually needed, the developer has the ability to defer construction of no more than 10 percent of the required spaces, provided the site plan shows the area reserved for such parking spaces and the Plan Commission agrees to the deferment.
- (e) *Reduction.* If the developer believes that the number of required parking spaces is more than what is actually needed, the developer can provide documentary evidence to the Plan Commission and the commission can modify the number of required parking spaces based on such information. If approved, the Plan Commission reserves the right to require the property owner to install additional parking if warranted based on the actual parking demand.
- (f) *Reduction due to proximity to municipal parking lot.* In the event a non-residential use is located on Main Street and within 350 feet of a municipal parking lot, the requirement for on-site parking is reduced by 50 percent (i.e., on-site parking accounts for 50 percent and the municipal lot accounts for 50 percent of what is required).

**Section 2.** Create section 49-178 to read as set forth below.

**Sec. 48-178 Shared parking.**

- A. **Generally.** The zoning administrator, in his/her discretion, may allow shared parking consistent with this section during the site plan review process provided the applicant clearly shows the timeframe for peak parking demand varies between the different land uses that are subject to the shared parking arrangement. By way of example, the table below shows different land uses that could potentially share parking spaces.



| Land uses with typical weekday peaks | Land uses with typical evening peaks  | Land uses with typical weekend peaks |
|--------------------------------------|---------------------------------------|--------------------------------------|
| Banks                                | Auditoriums                           | Religious institutions               |
| Schools                              | Bars and dance halls                  | Parks                                |
| Distribution facilities              | Meeting halls                         | Malls (some types, but not all)      |
| Factories                            | Restaurants (some types, but not all) |                                      |
| Medical clinics                      | Movie theaters                        |                                      |
| Offices                              |                                       |                                      |
| Professional services                |                                       |                                      |

- B. **Maximum.** The maximum amount of required parking spaces that can be shared is 50 percent of the lesser number of required spaces. For example, if the first land use requires 100 parking spaces and the second land use requires 50 spaces, the maximum number of shared spaces is 25.
- C. **Location.** The area of the parking lot designated for shared use, must be located on an adjoining parcel and within 500 feet of the building or use requiring the parking.
- D. **Pedestrian routes.** Pedestrian routes between the shared parking area and the other use, must be direct, clear, and safe.
- E. **Directional signage.** Directional signage must be provided when needed to inform where additional parking is available.
- F. **Shared use agreement.** The parties involved in the joint use of off-street parking facilities must document their agreement for such shared use by a legal instrument approved by the village attorney as to form and content. Such instrument, when approved as conforming to the provisions of this part, must be recorded in the Washington County register of deeds office and a copy filed with the zoning administrator.

**Section 3.** This ordinance shall be in full force and effect from and after its passage and posting or publication as provided by law.

**Section 4.** The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision and shall not affect the validity of any other provisions, sections, or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

**Section 5.** The Village Clerk and Village Administrator are authorized and directed to make all changes within the Village of Jackson Code of Ordinances necessary to reflect this Ordinance.

Introduced by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Vote: \_\_\_\_\_aye \_\_\_\_\_nay

Passed and approved \_\_\_\_\_

VILLAGE OF JACKSON

By: \_\_\_\_\_

Michael E. Schwab, Village President

Attest:

\_\_\_\_\_

Jilline S. Dobratz, Village Clerk

Proof of Posting:

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

\_\_\_\_\_

Village Official

\_\_\_\_\_

Date

**ORDINANCE #23-05**

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**TO AMEND CHAPTER 48 OF THE MUNICIPAL CODE WITH REGARD TO PARKING REQUIREMENTS**

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**WHEREAS**, the Village Board for the Village of Jackson adopted zoning regulations for the Village of Jackson and has amended such regulations from time to time; and

**WHEREAS**, the zoning regulations, as amended, are codified as Chapter 48 of the Village of Jackson municipal code, which is titled "Zoning;" and

**WHEREAS**, the Village of Jackson Plan Commission has reviewed the parking requirements and believes changes are warranted; and

**WHEREAS**, the Plan Commission reviewed a proposed ordinance with such revisions and recommended approval at their meeting on February 23, 2023; and

**WHEREAS**, the Village Board conducted a public hearing on March 14, 2023; and

**WHEREAS**, the Village Board having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration, and having based its determination on the effect of the granting of such zoning amendments on the health, safety and welfare of the community, and the immediate neighborhood in which said use will be located, and having given due consideration to the municipal problems involved as well as the impact on the surrounding properties as to noise, dust, smoke and odor, and others, hereby determine that the zoning amendments will not violate the spirit or intent of the Zoning Code for the Village of Jackson, will not be contrary to the public health, safety or general welfare of the Village of Jackson, will not be hazardous, harmful, noxious, offensive and will not for any other reason cause a substantial adverse effect on the property values and general desirability of the neighborhoods within the Village and will be consistent with the Village of Jackson Comprehensive Plan.

**NOW, THEREFORE BE IT RESOLVED**, the Village of Jackson Village Board, Washington County Wisconsin **ORDAINS AS FOLLOWS:**

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**Sec. 48-177. Parking.**

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- (2) Size of each parking space shall not be less than nine feet wide and 162 square feet in area exclusive of the space required for ingress and egress.
- (3) Location shall be on the same lot as the principal use or not more than 400 feet from the principal area. No parking stall or driveway except in residential districts shall be closer than 25 feet to a residential district lot line or a street line opposite a residential district.
- (4) All off-street parking areas or driveways for more than five vehicles shall be surfaced with an asphaltic or Portland cement pavement in accordance with the village standards and specifications so as to provide a durable and dustless surface; shall be so graded and drained as to dispose of all surface water accumulated within the area; and shall be so arranged and marked so as to provide for orderly and safe loading or unloading, parking, and storage of self-propelled vehicles.
- (5) Curbs and barriers shall be installed so as to prevent the parked vehicles from extending over any lot lines.

(b) *Minimum number of spaces required.* The following number of parking stalls are required:

| <i>Use</i>                                                                                                         | <i>Minimum Parking Required</i>                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Single-family dwellings, two-family dwellings, and <del>mobile</del> <b>manufactured</b> homes                     | Two spaces for each dwelling unit                                                                                                                                                                                                    |
| Multiple family dwellings                                                                                          | Two spaces for each dwelling with two or more bedrooms; one space for each one-bedroom <b>unit or</b> efficiency unit                                                                                                                |
| Community living arrangement                                                                                       | One space for each 6 residents, plus one space for each employee                                                                                                                                                                     |
| Motels, hotels                                                                                                     | One space for each guestroom, plus one space for each three employees                                                                                                                                                                |
| Rooming houses and boarding houses, fraternity and sorority houses, dormitories, rectories                         | One space per bed                                                                                                                                                                                                                    |
| Retirement homes, orphanages, convents, monasteries                                                                | One space per 1,000 feet of principal floor area                                                                                                                                                                                     |
| Hospitals, institutions, rest and nursing homes                                                                    | One space for each three beds, plus one space for each three employees, plus one space for each physician                                                                                                                            |
| Medical and dental clinics                                                                                         | One space for each 300 square feet of floor area                                                                                                                                                                                     |
| Place of worship, theaters, auditoriums, community centers, and night schools, and other places of public assembly | One space for each three seats at design capacity                                                                                                                                                                                    |
| Colleges, secondary and elementary schools                                                                         | One space for each employee, plus one space for each five students of 16 years of age or more                                                                                                                                        |
| Restaurants, bars, and places of entertainment                                                                     | One space for each 250 square feet of floor area, plus one space for each employee on the largest work shift                                                                                                                         |
| Retail stores                                                                                                      | 1 space for each 300 square feet of floor area, excluding areas used for storage                                                                                                                                                     |
| Repair shops                                                                                                       | 1 space for each 300 square feet of floor area                                                                                                                                                                                       |
| Manufacturing and processing plants (including meat and processing laboratories)                                   | One space for each 1,500 square feet of floor area devoted to manufacturing, plus parking for administrative offices                                                                                                                 |
| Financial institutions, business, and professional offices                                                         | One space for each 300 square feet of floor area, plus one space for each employee on the largest work shift                                                                                                                         |
| Government                                                                                                         | One space for each employee on the largest work shift, plus parking for any area dedicated for public assembly                                                                                                                       |
| Funeral homes                                                                                                      | Twenty spaces for each viewing room                                                                                                                                                                                                  |
| Bowling alleys                                                                                                     | Five spaces for each alley                                                                                                                                                                                                           |
| Lodges and clubs                                                                                                   | One space for each five members                                                                                                                                                                                                      |
| Automobile repair garages and service garages                                                                      | 0.5 space for each service bay; plus 1 space for each employee on the largest work shift                                                                                                                                             |
| Motor vehicle sales (new and used)                                                                                 | One space for each 600 square feet of floor area, plus one space for every 8,000 square feet of display area. For example, 8,000 square feet will accommodate about 40 vehicles, based on an average of 200 square feet per vehicle. |

|                           |                                                                          |
|---------------------------|--------------------------------------------------------------------------|
| Gasoline filling stations | One space for each 250 square feet of floor area devoted to retail sales |
|---------------------------|--------------------------------------------------------------------------|

**Table Notes:**

1. When a single development project that includes various distinguishable uses, the number of required spaces is the total number of stalls required for each of the individual uses except that spaces can be shared when uses have different peak parking demand periods.

- (c) *Uses not listed.* In the case of structures or uses not listed, the provisions for use, which are **most** similar, shall apply.
- (d) *Deferred installation.* If the developer believes the number of required parking spaces is more than what is actually needed, the developer has the ability to defer construction of no more than 10 percent of the required spaces, provided the site plan shows the area reserved for such parking spaces and the Plan Commission agrees to the deferment.
- (e) *Reduction.* If the developer believes that the number of required parking spaces is more than what is actually needed, the developer can provide documentary evidence to the Plan Commission and the commission can modify the number of required parking spaces based on such information. If approved, the Plan Commission reserves the right to require the property owner to install additional parking if warranted based on the actual parking demand.
- (f) *Reduction due to proximity to municipal parking lot.* In the event a non-residential use is located on Main Street and within **350** feet of a municipal parking lot, the requirement for on-site parking is reduced by **50** percent (i.e., on-site parking accounts for **50** percent and the municipal lot accounts for **50** percent of what is required).

**Section 2.** Create section 49-178 to read as set forth below.

**Sec. 48-178 Shared parking.**

- A. **Generally.** The zoning administrator, in his/her discretion, may allow shared parking consistent with this section during the site plan review process provided the applicant clearly shows the timeframe for peak parking demand varies between the different land uses that are subject to the shared parking arrangement. By way of example, the table below shows different land uses that could potentially share parking spaces.

| Land uses with typical weekday peaks | Land uses with typical evening peaks  | Land uses with typical weekend peaks |
|--------------------------------------|---------------------------------------|--------------------------------------|
| Banks                                | Auditoriums                           | Religious institutions               |
| Schools                              | Bars and dance halls                  | Parks                                |
| Distribution facilities              | Meeting halls                         | Malls (some types, but not all)      |
| Factories                            | Restaurants (some types, but not all) |                                      |
| Medical clinics                      | Movie theaters                        |                                      |
| Offices                              |                                       |                                      |
| Professional services                |                                       |                                      |

- B. **Maximum.** The maximum amount of required parking spaces that can be shared is 50 percent of the lesser number of required spaces. For example, if the first land use requires 100 parking spaces and the second land use requires 50 spaces, the maximum number of shared spaces is 25.
- C. **Location.** The area of the parking lot designated for shared use, must be located on an adjoining parcel and within 500 feet of the building or use requiring the parking.
- D. **Pedestrian routes.** Pedestrian routes between the shared parking area and the other use, must be direct, clear, and safe.
- E. **Directional signage.** Directional signage must be provided when needed to inform where additional parking is available.
- F. **Shared use agreement.** The parties involved in the joint use of off-street parking facilities must document their agreement for such shared use by a legal instrument approved by the village attorney as to form and content. Such instrument, when approved as conforming to the provisions of this part, must be recorded in the Washington County register of deeds office and a copy filed with the zoning administrator.

**Section 3.** This ordinance shall be in full force and effect from and after its passage and posting or publication as provided by law.

**Section 4.** The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision and shall not affect the validity of any other provisions, sections, or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

**Section 5.** The Village Clerk and Village Administrator are authorized and directed to make all changes within the Village of Jackson Code of Ordinances necessary to reflect this Ordinance.

Introduced by:\_\_\_\_\_

Seconded by:\_\_\_\_\_

Vote: \_\_\_\_\_aye \_\_\_\_\_nay

Passed and approved\_\_\_\_\_

VILLAGE OF JACKSON

By:\_\_\_\_\_

Michael E. Schwab, Village President

Attest:

---

Jilline S. Dobratz, Village Clerk

Proof of Posting:

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

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Village Official

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Date

**DRAFT MINUTES**  
**Village Board Meeting**  
**Tuesday, February 14, 2023 at 7:30 p.m.**  
**Jackson Municipal Complex**  
**Village Board Room**  
**N168W19851 Main Street**  
**Jackson, WI 53037**

**1. Call to Order and Roll Call**

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

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

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

Also Present: Phil Cosson of Ehlers, Deb Sielski of Washington County, Christian Tscheschlok of Economic Development Washington County

**2. Pledge of Allegiance**

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

**3. Ceremonial Oath of Office – Assistant Fire Chief Jim Huyser**

Fire Chief Swaney introduced Assistant Fire Chief Huyser. Chief Swaney stated Assistant Fire Chief Huyser has been on the department for 15 years and is well deserving of the promotion.

Clerk Dobratz conducted the ceremonial oath of office to Assistant Fire Chief Huyser.

**4. Ceremonial Oaths of Office – Lieutenants Kyle Newberg and Gregg Rathke**

Fire Chief Swaney shared Lieutenant Newberg has been on the department for three years. He has progressed organizationally as a truck officer and has progressed educationally.

Clerk Dobratz conducted the ceremonial oath of office to Lieutenant Newberg.

Fire Chief Swaney shared Lieutenant Rathke has been on the department for 10 years. He has been an acting Lieutenant and has been filling this role for many years.

Clerk Dobratz conducted the ceremonial oath of office to Lieutenant Rathke.

**5. Village Citizen Comment on an Agenda Item**

Gary Pape, W200N16475 Pine Drive, commented on item 11 questioned the need for a Mini Excavator and the cost.

Scot Peret, N167W20930 South Street, spoke on item #11 in support of the Pickleball Courts, the importance of the project and it being a good investment for the Village.

**6. Public Hearing – Amending Village Code Chapter 38 Subdivisions, Article III Design Standards for Lots (Ordinance #23-03)**

Pres. Schwab opened the Public Hearing. No one spoke. Pres. Schwab closed the Public Hearing.

Motion by Tr. Heckendorf, second by Tr. Wells, to introduce Ordinance #23-03 Amending Village Code Chapter 38 Subdivisions, Article III Design Standards for Lots.



Vote: 7 ayes, 0 nays. Motion carried.

Motion by Pres. Schwab, second by Tr. Heckendorf to suspend the rules and allow the second reading of Ordinance #23-03.

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

Motion by Pres. Schwab, second by Tr. Heckendorf, to approve Ordinance #23-03 Amending Village Code Chapter 38 Subdivisions, Article III Design Standards for Lots.

Vote: 7 ayes, 0 nays. Motion carried.

**7. Ordinance – Establishing R-1 Zoning for Tax Parcel #V3\_074900H – Albert and Breanna Sunn (2<sup>nd</sup> Reading)**

Motion by Pres. Schwab, second by Tr. Heckendorf, to approve Ordinance #23-01

Establishing R-1 Zoning for Tax Parcel #V3\_074900H for Albert and Breanna Sunn.

Vote: 7 ayes, 0 nays. Motion carried.

**8. Ordinance #23-02 – Planned Unit Development – Establishing Zoning District PUD-04 for Tax Parcel #V3\_053600B – The Oaks of Jackson – Village of Jackson (2<sup>nd</sup> Reading)**

Motion by Pres. Schwab, second by Tr. Wells, to approve Ordinance #23-02 Establishing Zoning District PUD-04 for Tax Parcel #V3\_053600B The Oaks of Jackson.

Vote: 6 ayes, 1 nay (Tr. Emmrich). Motion carried.

**9. Approval of Minutes for the Village Board Meeting of January 10, 2023**

Motion by Tr. Heckendorf, second by Tr. Emmrich, to approve the minutes for the Village Board Meeting of January 10, 2023.

Vote: 7 ayes, 0 nays. Motion carried.

**10. Approval of Licenses**

- Entertainment License:
  - Jackson Parks and Recreation – Kelly A. Valentino
- Operator's Licenses:
  - East Side Mart, Main Street Mart & The Village Mart: Pamela Hildebrandt-Klein, Jesse Hopfer

Motion by Tr. Wells, second by Tr. Emmrich, to approve the licenses as listed.

Vote: 6 ayes, 0 nays, 1 abstain (Tr. Kruepke). Motion carried.

**11. Budget & Finance Committee**

- **Acceptance of the Jackson Police Department 2023 Touchpoint/COVID-19 Wellness Grant for the Wisconsin Department of Justice**

Motion by Tr. Heckendorf, second by Tr. Engelhardt to accept the Jackson Police Department 2023 Touchpoint/COVID-19 Wellness Grant from the Wisconsin Department of Justice in the amount of \$12,410.00.

Vote: 7 ayes, 0 nays. Motion carried.

- **State/Municipal Agreement for Construction of a Roundabout – Eagle Drive and Main Street**

- Motion by Tr. Heckendorf, second by Tr. Kruepke, to approve the State/Municipal Agreement for Construction of a Roundabout at Eagle Drive and Main Street in the amount of \$349,194.00.  
Vote: 7 ayes, 0 nays. Motion carried.

- **Proposed Allocation of 2023 Municipal Complex Project Fund**  
Motion by Pres. Schwab, second by Tr. Matter, to approve the Allocation of 2023 Municipal Complex Project Fund in the amount of \$311,000.00.

Administrator Keller provided information on the list of projects and the priority levels of the items. Tr. Heckendorf asked for clarification of the borrow and the remaining funds. Phil Cosson of Ehlers explained the bond proceeds, over issuances and how municipal bonds can be spent. Tr. Emmrich commented on monies available for body cameras. Chief Vossekul stated there is a separate matching grant in which the Village's cost is approximately \$9,000 for the body cameras. An application for another grant was applied for in December and are waiting for a response. Discussion ensued on previous project items that were not approved and are not on the list.

Vote: 7 ayes, 0 nays. Motion carried.

- **Pickleball Court Project Bids – Review and Recommendation**  
Motion by Tr. Heckendorf, second by Tr. Kruepke, to approve the Pickleball Court Project Bid from Vinton Construction Company in the amount of \$403,206.60.  
Vote: 7 ayes, 0 nays. Motion carried.
- **Purchase of Streetlights – STH 60 Streetlight Replacement Project**  
Motion by Pres. Schwab, second by Tr. Wells, to approve the Purchase of Streetlights for the STH 60 Streetlight Replacement Project in the amount of \$280,000.00.  
Vote: 7 ayes, 0 nays. Motion carried.
- **Jackson Community Center Expansion Bids – Review and Recommendation**  
Motion by Pres. Schwab, second by Tr. Engelhardt, to approve Jackson Community Center Expansion Bids to Zimmerman Architectural Studios to complete Phase 1 in the amount of \$26,970.00.  
Vote: 7 ayes, 0 nays. Motion carried.
- **Engineering Service – WWTP Phase 1 Upgrade Project – Town & Country**  
Motion by Tr. Heckendorf, second by Tr. Wells to approve Engineering Service for WWTP Phase 1 Upgrade Project with Town & Country in the amount of \$405,000.00.  
Vote: 7 ayes, 0 nays. Motion carried.
- **Change Order #1 – 2021 Willow Ridge Drive Reconstruction Project**  
Motion by Pres. Schwab, second by Tr. Wells to approve Change Order #1 for the 2021 Willow Ridge Drive Reconstruction Project in the amount of \$226.26.  
Vote: 7 ayes, 0 nays. Motion carried.
- **Preliminary Assessment for STH 60 Utility Upgrade Project**

Motion by Pres. Schwab, second by Tr. Heckendorf to approve Preliminary Assessments for STH 60 Utility Upgrade Project.

Vote: 7 ayes, 0 nays. Motion carried.

- **Review of New Natural Gas Generator at Public Works Building**

Motion by Tr. Matter, second by Tr. Heckendorf to recommend the Village Board approve the purchase of a Natural Gas Generator for the Public Works Building from JRB Electric, Inc. in an amount not to exceed \$62,400.00.

Vote: 7 ayes, 0 nays. Motion carried.

- **Review of Quotes for Purchase of Mini Excavator**

Motion by Tr. Engelhardt, second by Tr. Matter to approve the quote for purchase of Mini Excavator from Takeuchi TB250-2 in the amount of \$85,800.00.

Vote: 7 ayes, 0 nays. Motion carried.

**12. Board of Public Works**

- **Authorization for Future Truck Purchase Options**

Motion by Pres. Schwab, second by Tr. Wells, to authorize staff to seek purchasing options for future truck purchases.

Discussion ensued on obtaining additional purchase options, being placed on purchasing lists, and competitive pricing.

Vote: 7 ayes, 0 nays. Motion carried.

**13. Parks & Recreation Commission and Board of Public Works**

- **Cedar Run Dog Park Project Concept – Review and Recommendation**

Director Valentino gave background information on the concept and stated future funds could be available for the concept plan and engineering.

Motion by Tr. Emmrich, second by Tr. Engelhardt, to approve the Cedar Run Dog Park Project Concept as presented.

Vote: 7 ayes, 0 nays. Motion carried.

**14. Next Generation Housing Framework Update**

Deb Sielski of Washington County provided an update of the Next Generation Housing framework. An updated Memorandum of Agreement will be forthcoming. The County investment is \$20,000 per owner-occupied housing unit. Home construction minimum quality standards and deed restrictions were reviewed.

**15. West Bend School District Report**

Tr. Wells stated summer school registration opens on March 6<sup>th</sup> for grades 8<sup>th</sup> to 12<sup>th</sup> and March 13<sup>th</sup> for grades 4K to 7<sup>th</sup>.

**16. Washington County Board Report**

Pres. Schwab stated the anti-crime plan was passed that was presented. It is funded by savings in the budget due to attrition. The Board approved funding of \$500,000 for repairs at Samaritan Health Care Center. The registered sex offender housing item was postponed indefinitely to modify property in the Town of Erin.

**17. Greater Jackson Business Alliance Report**

Tr. Matter stated scholarship applications are available and the club is seeking input for ways GJBA can help support Village of Jackson projects with funds earned over the last year. The March meeting will review Village project updates.

**18. Mid-Moraine Municipal Association Report**

Tr. Wells stated the next meeting is on Wednesday, March 8<sup>th</sup> discussing the standards and requirements for volunteer Fire Fighters. The next dinner meeting is on March 22<sup>nd</sup> hosted by the Village of Saukville. The speaker will be Tony Herkert of the League of Wisconsin Municipalities who will give updates on what is happening in Madison with our legislators.

**19. Citizens to Address the Village Board**

None.

**20. Closed Session pursuant to Wis. Stats. §19.85(1)(c) "considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility", and 19.85(1)(e) "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session." The purpose of the Closed Session is to discuss Village strategic approaches related to the sale and development of properties publicly owned in TID 7 and the leave policy in the Employee Handbook.**

Motion by Pres. Schwab, second by Tr. Wells, to convene into closed session at 8:51 p.m. to include the Village Board, the Village Administrator, a representative from EDWC and a representative from Ehlers.

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

**21. Reconvene in Open Session with Possible Action Related to the Subject of the Preceding Closed Session**

Motion by Pres. Schwab, second by Tr. Wells, to reconvene into open session at 10:43 p.m.  
Vote: 7 ayes, 0 nays. Motion carried.

Motion by President Schwab, second by Tr. Wells, to authorize Staff to market the Oaks of Jackson lots to be sold at prices that achieve \$2,300,000 in revenue to the Village.

Vote: 7 ayes, 0 nays. Motion carried.

Motion by President Schwab, second by Tr. Emmrich, to authorize Staff to market a reimbursement incentive to potential developers of outlots 6 and 8, if requested and if matched with an increase in lot purchase price.

Vote: 7 ayes, 0 nays. Motion carried.

Motion by President Schwab, second by Tr. Kruepke, to direct the Administrator to draft and disperse an update to the Employee Handbook Leave Policy to include an additional Vacation Day earned after each year of service, with a maximum allowance of 28 days of vacation, with ½ day accrued annually by an employee during years 25 through 28 of service.

Vote: 7 ayes, 0 nays. Motion carried.

Motion by President Schwab, second by Tr. Wells, to direct the Administrator to draft and disperse an update to the Employee Handbook Leave Policy as discussed in closed session to include allowance for exempt employees to receive a non-monetary compensatory time benefit.

Vote: 7 ayes, 0 nays. Motion carried.

**22. Adjourn**

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

Vote: 7 ayes, 0 nays. Meeting was adjourned at 10:47 p.m.

Respectfully submitted:

Jilline Dobratz, *MMC/WCPC*  
Village Clerk

Licenses: March 14, 2023 Village Board Meeting

| Name                       | Establishment                                       | Police Chief Recommendation |
|----------------------------|-----------------------------------------------------|-----------------------------|
| <b>OPERATOR'S LICENSES</b> |                                                     |                             |
| Jonathan Bell              | East Side Mart, Main Street Mart & The Village Mart | Approval                    |
| Keith Fitzpatrick          | East Side Mart, Main Street Mart & The Village Mart | Approval                    |
| Laurie Powalish            | East Side Mart, Main Street Mart & The Village Mart | Approval                    |

## RESOLUTION #23-04

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### A RESOLUTION ESTABLISHING RATES FOR SEPTIC AND HOLDING TANK WASTE FOR 2023

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

BE IT RESOLVED that the Village hereby establishes Septic and Holding Tank Waste Rates for the Septic Receiving Station at the Wastewater Treatment Facility as follows:

|               |                            |
|---------------|----------------------------|
| Holding Tank  | \$ 10.00 per 1,000 gallons |
| Septic System | \$ 60.00 per 1,000 gallons |
| Septic Decant | \$ 25.00 per 1,000 gallons |
| Grease Decant | \$ 40.00 per 1,000 gallons |
| Grease        | \$150.00 per 1,000 gallons |

Introduced by:\_\_\_\_\_

Seconded by:\_\_\_\_\_

Vote: \_\_\_\_\_ Ayes \_\_\_\_\_ Nays

Passed and Approved:\_\_\_\_\_

VILLAGE OF JACKSON

By:\_\_\_\_\_  
Michael E. Schwab, Village President

Attest:\_\_\_\_\_  
Jilline S. Dobratz, Village Clerk

Proof of Posting:

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

\_\_\_\_\_  
Village Official

\_\_\_\_\_  
Date

## MEMORANDUM

Date: December 23, 2022

To: Brian Kober, P.E. – Village of Jackson

From: Greg Droessler, P.E.

Subject: Village of Jackson – Sewer Utility Rate Study

The Jackson Sewer Utility requested assistance from Town and Country Engineering, Inc. to review the actual cost of treating BOD, TSS, Ammonia, and Phosphorus in the waste stream at the wastewater treatment facility (WWTF). Town and Country Engineering was asked to look specifically at the current rates for waste from holding tanks, septic, septic decant, grease, and grease decant hauled to the WWTF for disposal to confirm that the rates charged for these materials are in line with the actual cost of treatment. The costs were also to be reviewed based on the projected costs to upgrade the WWTF over multiple phases over the next 6 years.

In February 2018 the Jackson Sewer Utility increased the rates for hauled waste based on our previous study to better cover the cost of treatment at that time. The Utility had concerns of maintaining rates in line with neighboring communities at that time and elected to approve only a modest increase. Table 1 is a summary of the Village's current hauled waste rates.

**Table 1: Hauled Waste Rates**

| Hauled Waste                  | Current Rate<br>(2/13/18) |
|-------------------------------|---------------------------|
| Holding Tank (per 1,000 gal)  | \$8.00                    |
| Septic System (per 1,000 gal) | \$45.00                   |
| Septic Decant (per 1,000 gal) | \$25.00                   |
| Grease (per 1,000 gal)        | \$100.00                  |
| Grease Decant (per 1,000 gal) | \$40.00                   |

Sewer utilities typically charge higher rates for the various hauled wastes to account for the higher concentration of nutrients to be removed. The Jackson Sewer Utility requires each truckload of hauled waste to leave a sample for testing, but the Utility only tests trucks randomly or when a problem arises due to the cost and time required for testing. Table 2 is a summary of typical wastewater properties for the various types of hauled waste the WWTF receives, as well as typical values for domestic wastewater for comparison.

**Table 2: Typical Wastewater Properties**

|     | Holding<br>Tank (mg/L) | Septic<br>(mg/L) | Septic<br>Decant *<br>(mg/L) | Grease *<br>(mg/L) | Grease<br>Decant *<br>(mg/L) | Domestic<br>Wastewater<br>(mg/L) |
|-----|------------------------|------------------|------------------------------|--------------------|------------------------------|----------------------------------|
| BOD | 600                    | 5,000            | 1,505                        | 16,545             | 3,959                        | 200                              |
| TSS | 1,800                  | 15,000           | 3,558                        | 63,750             | 3,629                        | 250                              |
| NH3 | 100                    | 350              | 104                          | 190                | 43                           | 25                               |
| TP  | 30                     | 300              | 39                           | 119                | 48                           | 10                               |

\* Average value of the samples tested by the Jackson WWTF in 2014-2015. Other values listed are average textbook values though to be consistent with waste received by the WWTF.

The Jackson Sewer Utility receives a significant volume of flow and revenue each year from hauled waste. Table 3 lists the annual volume of each type of waste received, as well as the total

### TOWN & COUNTRY ENGINEERING, INC.

Madison ♦ Rhinelander ♦ Kenosha  
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revenue (billing) received. It was noted that the 2020 – 2021 average volume for holding tank and septic decant were about 5% less than the totals for these same products in 2014 – 2016, and the total billings were down about \$4,800 or roughly 2% from this same period.

**Table 3: Annual Hauled Waste (Gallons and Revenue)**

| Annual Total | Holding Tank (gal) | Septic (gal) | Septic Decant (gal) | Grease (gal) | Grease Decant (gal) | Total Billings |
|--------------|--------------------|--------------|---------------------|--------------|---------------------|----------------|
| 2020         | 15,874,420         | 184,350      | 2,691,200           | 900          | 0                   | \$204,656      |
| 2021         | 16,620,625         | 319,950      | 2,468,910           | 0            | 0                   | \$209,083      |
| Average      | 16,247,523         | 252,150      | 2,580,055           | 450          | 0                   | \$206,870      |

Based on the reported gallons and the estimated nutrient loading rates for each of the hauled waste categories, the estimated annual loading for each year is listed in Table 4. It was noted that the total loading contributed by the hauled waste is down about 10% from 2014 – 2016, most notably due to the reduction in septic and septic decant hauled to the WWTF.

**Table 4: Estimated Annual Hauled Waste Loading**

|               | BOD (lbs/yr) | TSS (lbs/yr) | NH3 (lbs/yr) | TP (lbs/yr) |
|---------------|--------------|--------------|--------------|-------------|
| Septic        |              |              |              |             |
| 2020          | 7,692        | 23,623       | 538          | 461         |
| 2021          | 13,349       | 41,000       | 934          | 801         |
| Holding       |              |              |              |             |
| 2020          | 79,478       | 244,105      | 13,246       | 3,974       |
| 2021          | 83,213       | 255,575      | 13,869       | 4,161       |
| Septic Decant |              |              |              |             |
| 2020          | 33,797       | 81,801       | 2,335        | 876         |
| 2021          | 31,006       | 75,044       | 2,143        | 803         |
| Grease        |              |              |              |             |
| 2020          | 124          | 490          | 1            | 1           |
| 2021          | 0            | 0            | 0            | 0           |

Table 5 lists the hauled waste loadings as a percentage of the influent flow to demonstrate the impact that hauled waste has on the WWTF. In 2014 – 2016 the hauled waste accounted for approximately 6.6% of the total flow, 20.9% of the BOD, and 47.7% of the TSS at the WWTF. As shown Table 5, the contribution for flow and each of these nutrients has been reduced due to a reduction in the volume of hauled waste received, and an overall increase in flow and loading at the WWTF due to an increased contribution from the other users in the Village.

**Table 5: Hauled Waste Impact**

| Annual Totals | Flow (MG) | BOD Loading (lbs) | TSS Loading (lbs) | Total P Loading (lbs) | NH3 Loading (lbs) |
|---------------|-----------|-------------------|-------------------|-----------------------|-------------------|
| 2020          | 4.1%      | 13.7%             | 33.0%             | 23.6%                 | 21.1%             |
| 2021          | 4.9%      | 13.2%             | 34.9%             | 24.2%                 | 21.9%             |
| Average       | 4.5%      | 13.5%             | 34.0%             | 23.9%                 | 21.5%             |

### Cost of Treatment:

Town and Country Engineering reviewed the last 2 years of O&M costs at the Sewer Utility and allocated these costs on a demand vs. volume basis. The O&M costs were also reviewed and a percentage of cost for each line item allocated as a percentage by nutrient; thus allowing us to calculate an estimated cost per pound (\$ / lb) for each specified nutrient.

It was noted that the current cost of treatment is significantly lower in 2022 than when this was last reviewed in 2018 due to the Utility's O&M costs rising only 10% in that time while the flow to the facility increased by nearly 340,000 gallons per day or 40%.

**Table 6: Estimated Treatment Cost per Pound**

|                                 | 2018<br>Cost / Pound | 2021<br>Cost / Pound |
|---------------------------------|----------------------|----------------------|
| Biochemical Oxygen Demand (BOD) | \$0.34               | \$0.26               |
| Total Suspended Solids (TSS)    | \$0.20               | \$0.18               |
| Ammonia (NH <sub>3</sub> )      | \$1.56               | \$1.27               |
| Phosphorus (P)                  | \$8.15               | \$6.92               |

The cost of treatment was then reviewed as a cost per 1,000 gallons for each of the hauled wastes based on the assumed average concentrations listed above. The costs shown in Table 7 include \$1.07 for the current volume cost of treating 1,000 gallons. This cost will increase further as part of Phase 1 and Phase 2 due to the fixed cost adjustment to cover the new debt associated with the projects.

**Table 7: Estimated Cost of Treatment (Hauled Waste)**

| Hauled Waste                  | 2018<br>Treatment<br>Cost/1,000 gal | 2021<br>Treatment<br>Cost/1,000 gal | Phase 1<br>Treatment<br>Cost/1,000 gal | Phase 2<br>Treatment<br>Cost/1,000 gal |
|-------------------------------|-------------------------------------|-------------------------------------|----------------------------------------|----------------------------------------|
| Holding Tank (per 1,000 gal)  | \$9.10                              | \$7.82                              | \$8.47                                 | \$9.74                                 |
| Septic System (per 1,000 gal) | \$65.02                             | \$55.05                             | \$55.71                                | \$56.97                                |
| Septic Decant (per 1,000 gal) | \$15.24                             | \$12.93                             | \$13.58                                | \$14.85                                |
| Grease (per 1,000 gal)        | \$163.92                            | \$139.91                            | \$140.57                               | \$141.83                               |
| Grease Decant (per 1,000 gal) | \$22.19                             | \$18.17                             | \$18.83                                | \$20.09                                |

### Recommendation:

The current rates for the largest volume of hauled waste to the WWTF (holding tank and septic decant) appear to adequately cover the actual cost of treatment of these materials. The rates for septic and grease are set lower than the estimated cost of treatment, but as the Village receives much lower volumes of these materials this does not have a large financial impact on the operations.

As the Village is facing an estimated \$32M in upgrades over the next 6 years and is looking to raise user rates by 8% per year starting in 2023, it is recommended that the Village consider raising the rates for hauled waste along with the Village user rates to a minimum of those rates listed in Table 7 to cover the cost of treatment. The Village may consider a similar percentage increase each year, or simply raise the rate for holding tank waste by \$0.25 / year and the septic,

septic decant, and grease decant by \$1.00 to \$2.00 per year.

Phase 2B of the WWTF upgrades includes a conversion of the WWTF's digesters from an anaerobic to an aerobic process. It is recommended that the Village consider stop accepting grease and grease decant at that time as the digestion process will no longer benefit from the receipt of this material. Eliminating grease and grease decant will also minimize operational challenges associated with processing this material at the WWTF.

GJD

J:\JOB#S\Jackson\JK-15-W1 WWTF Facilities Plan\10 Design Information\10.8 USC\Hauled Waste Charges\2021 Update\Hauled Waste Rate Study - revised 12.22.22.docx

VILLAGE OF JACKSON - WASTEWATER UTILITY  
Cost of Service Summary

|                               |                                      |              | Allocation Percentages |        |     |     |     |      |       |                     | Allocation of Costs - 2021 |            |                     |            |          |            |          |           |          |            |          |  |
|-------------------------------|--------------------------------------|--------------|------------------------|--------|-----|-----|-----|------|-------|---------------------|----------------------------|------------|---------------------|------------|----------|------------|----------|-----------|----------|------------|----------|--|
| Account                       | Description                          | 2021         | Demand                 | Volume | BOD | SS  | NH3 | Phos | Total | Cost / 1,000 Gallon |                            | Volume     | Cost / 1,000 Gallon | BOD        | Cost / # | SS         | Cost / # | NH3       | Cost / # | Phos       | Cost / # |  |
| 820-000                       | Supervision/Labor wage               | \$ 350,222   | 0%                     | 35%    | 30% | 20% | 5%  | 10%  | 100%  | \$ -                | \$ -                       | \$ 122,578 | \$ 0.35             | \$ 105,067 | \$ 0.13  | \$ 70,044  | \$ 0.08  | \$ 17,511 | \$ 0.38  | \$ 35,022  | \$ 1.93  |  |
| 821-000                       | Diggers Hotline Wages                | \$ 6,575     | 0%                     | 35%    | 30% | 20% | 5%  | 10%  | 100%  | \$ -                | \$ -                       | \$ 2,301   | \$ 0.01             | \$ 1,973   | \$ 0.00  | \$ 1,315   | \$ 0.00  | \$ 329    | \$ 0.01  | \$ 658     | \$ 0.04  |  |
| 823-300                       | Chlorine                             | \$ 2,198     | 0%                     | 100%   | 0%  | 0%  | 0%  | 0%   | 100%  | \$ -                | \$ -                       | \$ 2,198   | \$ 0.01             | \$ -       | \$ -     | \$ -       | \$ -     | \$ -      | \$ -     | \$ -       | \$ -     |  |
| 823-301                       | Aluminum Chloride                    | \$ 35,929    | 0%                     | 0%     | 0%  | 0%  | 0%  | 100% | 100%  | \$ -                | \$ -                       | \$ -       | \$ -                | \$ -       | \$ -     | \$ -       | \$ -     | \$ -      | \$ -     | \$ 35,929  | \$ 1.98  |  |
| 823-302                       | Polymer                              | \$ 4,500     | 0%                     | 0%     | 35% | 35% | 5%  | 25%  | 100%  | \$ -                | \$ -                       | \$ -       | \$ -                | \$ 1,575   | \$ 0.00  | \$ 1,575   | \$ 0.00  | \$ 225    | \$ 0.00  | \$ 1,125   | \$ 0.06  |  |
| 823-303                       | Sodium Bisulfate                     | \$ 3,051     | 0%                     | 100%   | 0%  | 0%  | 0%  | 0%   | 100%  | \$ -                | \$ -                       | \$ 3,051   | \$ 0.01             | \$ -       | \$ -     | \$ -       | \$ -     | \$ -      | \$ -     | \$ -       | \$ -     |  |
| 823-304                       | Chemicals Others                     | \$ 343       | 0%                     | 20%    | 20% | 20% | 20% | 20%  | 100%  | \$ -                | \$ -                       | \$ 69      | \$ 0.00             | \$ 69      | \$ 0.00  | \$ 69      | \$ 0.00  | \$ 69     | \$ 0.00  | \$ 69      | \$ 0.00  |  |
| 825-000                       | Lab Time/Supplies                    | \$ 8,740     | 0%                     | 35%    | 30% | 20% | 5%  | 10%  | 100%  | \$ -                | \$ -                       | \$ 3,059   | \$ 0.01             | \$ 2,622   | \$ 0.00  | \$ 1,748   | \$ 0.00  | \$ 437    | \$ 0.01  | \$ 874     | \$ 0.05  |  |
| 827-000                       | Operation Supplies                   | \$ 6,311     | 0%                     | 35%    | 30% | 20% | 5%  | 10%  | 100%  | \$ -                | \$ -                       | \$ 2,209   | \$ 0.01             | \$ 1,893   | \$ 0.00  | \$ 1,262   | \$ 0.00  | \$ 316    | \$ 0.01  | \$ 631     | \$ 0.03  |  |
| 828-000                       | Transport Fuel, Lube, maint          | \$ 9,359     | 0%                     | 35%    | 30% | 20% | 5%  | 10%  | 100%  | \$ -                | \$ -                       | \$ 3,276   | \$ 0.01             | \$ 2,808   | \$ 0.00  | \$ 1,872   | \$ 0.00  | \$ 468    | \$ 0.01  | \$ 936     | \$ 0.05  |  |
| 829-000                       | Utilities Water Bill, WE energies    | \$ 140,813   | 0%                     | 35%    | 30% | 20% | 5%  | 10%  | 100%  | \$ -                | \$ -                       | \$ 49,285  | \$ 0.14             | \$ 42,244  | \$ 0.05  | \$ 28,163  | \$ 0.03  | \$ 7,041  | \$ 0.15  | \$ 14,081  | \$ 0.78  |  |
| 830-000                       | Uniforms/Safety Equip                | \$ 2,048     | 20%                    | 20%    | 15% | 15% | 15% | 15%  | 100%  | \$ 410              | \$ 0.00                    | \$ 410     | \$ 0.00             | \$ 307     | \$ 0.00  | \$ 307     | \$ 0.00  | \$ 307    | \$ 0.01  | \$ 307     | \$ 0.02  |  |
| 831-000                       | Sludge Testing/Collection Syst Maint | \$ 29        | 50%                    | 50%    | 0%  | 0%  | 0%  | 0%   | 100%  | \$ 15               | \$ 0.00                    | \$ 15      | \$ 0.00             | \$ -       | \$ -     | \$ -       | \$ -     | \$ -      | \$ -     | \$ -       | \$ -     |  |
| 833-000                       | Equip maint                          | \$ 87,602    | 50%                    | 50%    | 0%  | 0%  | 0%  | 0%   | 100%  | \$ 43,801           | \$ 0.15                    | \$ 43,801  | \$ 0.12             | \$ -       | \$ -     | \$ -       | \$ -     | \$ -      | \$ -     | \$ -       | \$ -     |  |
| 834-000                       | Bldgs/ground maint                   | \$ 83,586    | 50%                    | 50%    | 0%  | 0%  | 0%  | 0%   | 100%  | \$ 41,793           | \$ 0.15                    | \$ 41,793  | \$ 0.12             | \$ -       | \$ -     | \$ -       | \$ -     | \$ -      | \$ -     | \$ -       | \$ -     |  |
| 850-000                       | Admin Salaries/ DPW                  | \$ 43,158    | 20%                    | 20%    | 15% | 15% | 15% | 15%  | 100%  | \$ 8,632            | \$ 0.03                    | \$ 8,632   | \$ 0.02             | \$ 6,474   | \$ 0.01  | \$ 6,474   | \$ 0.01  | \$ 6,474  | \$ 0.14  | \$ 6,474   | \$ 0.36  |  |
| 851-000                       | Office Supplies/Forms                | \$ 112       | 20%                    | 20%    | 15% | 15% | 15% | 15%  | 100%  | \$ 22               | \$ 0.00                    | \$ 22      | \$ 0.00             | \$ 17      | \$ 0.00  | \$ 17      | \$ 0.00  | \$ 17     | \$ 0.00  | \$ 17      | \$ 0.00  |  |
| 852-000                       | Acct/Billing Wages Utility Clerk     | \$ 32,811    | 20%                    | 20%    | 15% | 15% | 15% | 15%  | 100%  | \$ 6,562            | \$ 0.02                    | \$ 6,562   | \$ 0.02             | \$ 4,922   | \$ 0.01  | \$ 4,922   | \$ 0.01  | \$ 4,922  | \$ 0.11  | \$ 4,922   | \$ 0.27  |  |
| 853-000                       | Prop/Liab Insurance                  | \$ 70,482    | 20%                    | 20%    | 15% | 15% | 15% | 15%  | 100%  | \$ 14,096           | \$ 0.05                    | \$ 14,096  | \$ 0.04             | \$ 10,572  | \$ 0.01  | \$ 10,572  | \$ 0.01  | \$ 10,572 | \$ 0.23  | \$ 10,572  | \$ 0.58  |  |
| 860-000                       | Accounting Fees                      | \$ 1,200     | 20%                    | 20%    | 15% | 15% | 15% | 15%  | 100%  | \$ 240              | \$ 0.00                    | \$ 240     | \$ 0.00             | \$ 180     | \$ 0.00  | \$ 180     | \$ 0.00  | \$ 180    | \$ 0.00  | \$ 180     | \$ 0.01  |  |
| 861-000                       | BDS Instrument                       | \$ 350       | 20%                    | 20%    | 15% | 15% | 15% | 15%  | 100%  | \$ 70               | \$ 0.00                    | \$ 70      | \$ 0.00             | \$ 53      | \$ 0.00  | \$ 53      | \$ 0.00  | \$ 53     | \$ 0.00  | \$ 53      | \$ 0.00  |  |
| 862-00                        | Sludge hauling                       | \$ 72,235    | 0%                     | 35%    | 30% | 20% | 5%  | 10%  | 100%  | \$ -                | \$ -                       | \$ 25,282  | \$ 0.07             | \$ 21,671  | \$ 0.03  | \$ 14,447  | \$ 0.02  | \$ 3,612  | \$ 0.08  | \$ 7,224   | \$ 0.40  |  |
| 863-00                        | Industrial Monitoring Quarterly      | \$ 8,172     | 20%                    | 20%    | 15% | 15% | 15% | 15%  | 100%  | \$ 1,634            | \$ 0.01                    | \$ 1,634   | \$ 0.00             | \$ 1,226   | \$ 0.00  | \$ 1,226   | \$ 0.00  | \$ 1,226  | \$ 0.03  | \$ 1,226   | \$ 0.07  |  |
| 867-000                       | Cell Phones                          | \$ 1,893     | 20%                    | 20%    | 15% | 15% | 15% | 15%  | 100%  | \$ 379              | \$ 0.00                    | \$ 379     | \$ 0.00             | \$ 284     | \$ 0.00  | \$ 284     | \$ 0.00  | \$ 284    | \$ 0.01  | \$ 284     | \$ 0.02  |  |
| 870-000                       | SCADA Systems                        | \$ 3,845     | 20%                    | 20%    | 15% | 15% | 15% | 15%  | 100%  | \$ 769              | \$ 0.00                    | \$ 769     | \$ 0.00             | \$ 577     | \$ 0.00  | \$ 577     | \$ 0.00  | \$ 577    | \$ 0.01  | \$ 577     | \$ 0.03  |  |
| 872-000                       | Postage                              | \$ 5,176     | 20%                    | 20%    | 15% | 15% | 15% | 15%  | 100%  | \$ 1,035            | \$ 0.00                    | \$ 1,035   | \$ 0.00             | \$ 776     | \$ 0.00  | \$ 776     | \$ 0.00  | \$ 776    | \$ 0.02  | \$ 776     | \$ 0.04  |  |
| 876-000                       | Televise System                      | \$ 31,585    | 0%                     | 100%   | 0%  | 0%  | 0%  | 0%   | 100%  | \$ -                | \$ -                       | \$ 31,585  | \$ 0.09             | \$ -       | \$ -     | \$ -       | \$ -     | \$ -      | \$ -     | \$ -       | \$ -     |  |
| 877-000                       | Metal/ Bioessay Tests                | \$ 14,310    | 50%                    | 50%    | 0%  | 0%  | 0%  | 0%   | 100%  | \$ 7,155            | \$ 0.03                    | \$ 7,155   | \$ 0.02             | \$ -       | \$ -     | \$ -       | \$ -     | \$ -      | \$ -     | \$ -       | \$ -     |  |
| 864-000                       | Education/travel/dues                | \$ 4,257     | 20%                    | 20%    | 15% | 15% | 15% | 15%  | 100%  | \$ 851              | \$ 0.00                    | \$ 851     | \$ 0.00             | \$ 639     | \$ 0.00  | \$ 639     | \$ 0.00  | \$ 639    | \$ 0.01  | \$ 639     | \$ 0.04  |  |
| 865-000                       | DNR Environmental Fee                | \$ 9,613     | 20%                    | 20%    | 15% | 15% | 15% | 15%  | 100%  | \$ 1,923            | \$ 0.01                    | \$ 1,923   | \$ 0.01             | \$ 1,442   | \$ 0.00  | \$ 1,442   | \$ 0.00  | \$ 1,442  | \$ 0.03  | \$ 1,442   | \$ 0.08  |  |
| 866-000                       | Emergency response BRD               | \$ 405       | 20%                    | 20%    | 15% | 15% | 15% | 15%  | 100%  | \$ 81               | \$ 0.00                    | \$ 81      | \$ 0.00             | \$ 61      | \$ 0.00  | \$ 61      | \$ 0.00  | \$ 61     | \$ 0.00  | \$ 61      | \$ 0.00  |  |
| O&M total                     |                                      | \$ 1,040,910 |                        |        |     |     |     |      |       | \$ 129,468          | \$0.45                     | \$ 374,360 | \$ 1.07             | \$ 207,448 | \$ 0.26  | \$ 148,023 | \$ 0.18  | \$ 57,535 | \$ 1.24  | \$ 124,076 | \$ 6.84  |  |
| Replacement Funds from LGIP#2 |                                      | \$ 10,122    | 20%                    | 20%    | 15% | 15% | 15% | 15%  | 100%  | \$ 2,024            | \$ 0.01                    | \$ 2,024   | \$ 0.01             | \$ 1,518   | \$ 0.00  | \$ 1,518   | \$ 0.00  | \$ 1,518  | \$ 0.03  | \$ 1,518   | \$ 0.08  |  |
| Debt Service                  |                                      | \$ -         |                        |        |     |     |     |      |       | \$ -                | \$ -                       | \$ -       | \$ -                | \$ -       | \$ -     | \$ -       | \$ -     | \$ -      | \$ -     | \$ -       | \$ -     |  |
| Total                         |                                      | \$ 1,051,032 |                        |        |     |     |     |      |       | \$ 131,492          | \$ 0.46                    | \$ 376,384 | \$ 1.07             | \$ 208,967 | \$ 0.26  | \$ 149,541 | \$ 0.18  | \$ 59,053 | \$ 1.27  | \$ 125,595 | \$ 6.92  |  |

# VILLAGE OF JACKSON - WASTEWATER UTILITY

## Cost of Service Summary

|                                    | Total        | Allocation of Costs |            |            |            |           |            |
|------------------------------------|--------------|---------------------|------------|------------|------------|-----------|------------|
|                                    |              | Fixed               | Vol.       | BOD        | SS         | NH3       | Phos       |
| Operation and Maintenance Expenses | \$ 1,040,910 | \$ 129,468          | \$ 374,360 | \$ 207,448 | \$ 148,023 | \$ 57,535 | \$ 124,076 |
| Replacement Fund                   | \$ 273,600   | \$ 54,720           | \$ 54,720  | \$ 41,040  | \$ 41,040  | \$ 41,040 | \$ 41,040  |
| Collection System Replacement      | \$ -         | 50%                 | 50%        |            |            |           |            |
| Debt Service (None)                | \$ -         | \$ -                | \$ -       |            |            |           |            |
| Total Annual Cost of Service       | \$ 1,314,510 | \$ 184,188          | \$ 429,080 | \$ 248,488 | \$ 189,063 | \$ 98,575 | \$ 165,116 |

Cost per pound (2021) \$ 0.26 \$ 0.18 \$ 1.27 \$ 6.92  
 Cost per 1000 gal (2021) \$ 0.46 \$ 1.07

|                          | BOD     | TSS     | NH3    | TP      | Volume | Total    |
|--------------------------|---------|---------|--------|---------|--------|----------|
| Holding Tank (1,000 gal) | \$1.29  | \$2.67  | \$1.06 | \$1.73  | \$1.07 | \$7.82   |
| Septic                   | \$10.73 | \$22.22 | \$3.71 | \$17.31 | \$1.07 | \$55.05  |
| Septic Decant            | \$3.23  | \$5.27  | \$1.10 | \$2.25  | \$1.07 | \$12.93  |
| Grease                   | \$35.51 | \$94.45 | \$2.01 | \$6.87  | \$1.07 | \$139.91 |
| Grease Decant            | \$8.50  | \$5.38  | \$0.46 | \$2.77  | \$1.07 | \$18.17  |

# VILLAGE OF JACKSON - WASTEWATER UTILITY

## Cost of Service Summary

|                                    | Total        | Allocation of Costs |            |            |            |           |            |
|------------------------------------|--------------|---------------------|------------|------------|------------|-----------|------------|
|                                    |              | Fixed               | Vol.       | BOD        | SS         | NH3       | Phos       |
| Operation and Maintenance Expenses | \$ 1,040,910 | \$ 129,468          | \$ 374,360 | \$ 207,448 | \$ 148,023 | \$ 57,535 | \$ 124,076 |
| Replacement Fund                   | \$ 11,000    | \$ 54,720           | \$ 54,720  | \$ 41,040  | \$ 41,040  | \$ 41,040 | \$ 41,040  |
| Collection System Replacement      | \$ -         | 50%                 | 50%        |            |            |           |            |
| Debt Service - Phase 1 Only        | \$ 524,417   | \$ 262,209          | \$ 262,209 |            |            |           |            |
| Total Annual Cost of Service       | \$ 1,576,327 | \$ 446,396          | \$ 691,288 | \$ 248,488 | \$ 189,063 | \$ 98,575 | \$ 165,116 |

Cost per pound (2021) \$ 0.26 \$ 0.18 \$ 1.27 \$ 6.92  
 Cost per 1000 gal (2021) \$ 1.12 \$ 1.73

|                          | BOD     | TSS     | NH3    | TP      | Volume | Total    |
|--------------------------|---------|---------|--------|---------|--------|----------|
| Holding Tank (1,000 gal) | \$1.29  | \$2.67  | \$1.06 | \$1.73  | \$1.73 | \$8.47   |
| Septic                   | \$10.73 | \$22.22 | \$3.71 | \$17.31 | \$1.73 | \$55.71  |
| Septic Decant            | \$3.23  | \$5.27  | \$1.10 | \$2.25  | \$1.73 | \$13.58  |
| Grease                   | \$35.51 | \$94.45 | \$2.01 | \$6.87  | \$1.73 | \$140.57 |
| Grease Decant            | \$8.50  | \$5.38  | \$0.46 | \$2.77  | \$1.73 | \$18.83  |

# VILLAGE OF JACKSON - WASTEWATER UTILITY

## Cost of Service Summary

|                                    | Total        | Allocation of Costs |              |            |            |           |            |
|------------------------------------|--------------|---------------------|--------------|------------|------------|-----------|------------|
|                                    |              | Fixed               | Vol.         | BOD        | SS         | NH3       | Phos       |
| Operation and Maintenance Expenses | \$ 1,040,910 | \$ 129,468          | \$ 374,360   | \$ 207,448 | \$ 148,023 | \$ 57,535 | \$ 124,076 |
| Replacement Fund                   | \$ 273,600   | \$ 54,720           | \$ 54,720    | \$ 41,040  | \$ 41,040  | \$ 41,040 | \$ 41,040  |
| Collection System Replacement      | \$ -         | 50%                 | 50%          |            |            |           |            |
| Debt Service - Phase 1 & 2         | \$ 1,537,202 | \$ 768,601          | \$ 768,601   |            |            |           |            |
| Total Annual Cost of Service       | \$ 2,851,712 | \$ 952,789          | \$ 1,197,681 | \$ 248,488 | \$ 189,063 | \$ 98,575 | \$ 165,116 |

Cost per pound (2021) \$ 0.26 \$ 0.18 \$ 1.27 \$ 6.92  
 Cost per 1000 gal (2021) \$ 2.38 \$ 2.99

|                          | BOD     | TSS     | NH3    | TP      | Volume | Total    |
|--------------------------|---------|---------|--------|---------|--------|----------|
| Holding Tank (1,000 gal) | \$1.29  | \$2.67  | \$1.06 | \$1.73  | \$2.99 | \$9.74   |
| Septic                   | \$10.73 | \$22.22 | \$3.71 | \$17.31 | \$2.99 | \$56.97  |
| Septic Decant            | \$3.23  | \$5.27  | \$1.10 | \$2.25  | \$2.99 | \$14.85  |
| Grease                   | \$35.51 | \$94.45 | \$2.01 | \$6.87  | \$2.99 | \$141.83 |
| Grease Decant            | \$8.50  | \$5.38  | \$0.46 | \$2.77  | \$2.99 | \$20.09  |

RESOLUTION #18-03

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A RESOLUTION ESTABLISHING RATES FOR SEPTIC  
AND HOLDING TANK WASTE FOR 2018

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

BE IT RESOLVED that the Village hereby establishes Septic and Holding Tank Waste Rates for the Septic Receiving Station at the Waste Water Treatment Facility as follows:

|               |                            |
|---------------|----------------------------|
| Holding Tank  | \$ 8.00 per 1,000 gallons  |
| Septic System | \$ 45.00 per 1,000 gallons |
| Septic Decant | \$ 25.00 per 1,000 gallons |
| Grease Decant | \$ 40.00 per 1,000 gallons |
| Grease        | \$100.00 per 1,000 gallons |

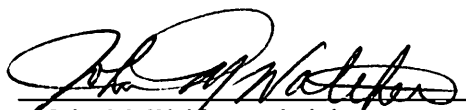
Introduced by: TR OLSON

Seconded by: Pres. Schwab

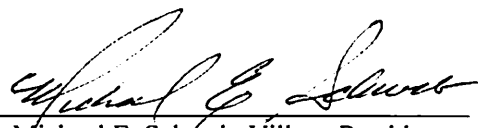
Vote: 5 Aye 0 Nay

Passed & Approved: 02/13/2018

Attest:

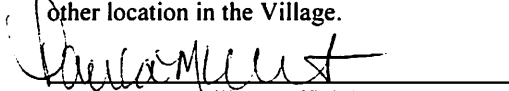
  
John M. Walther, Administrator

Signed:

  
Michael E. Schwab, Village President

Proof of Posting:

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

  
(Village Official)

2-14-2018  
(Date)



February 23, 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 #1

Dear Mr. Kober:

Enclosed you will find Pay Request #1 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:

|                                          |                |
|------------------------------------------|----------------|
| Work completed, Pay Request #1           | = \$121,881.70 |
| Retainage, Pay Request #1 (5%)           | = \$6,094.09   |
| Amount due to Contractor, Pay Request #1 | = \$115,787.61 |

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

Sincerely,



Todd Drew  
Project Inspector  
Gremmer & Associates, Inc.

# Contractor's Application for Payment No. 1

|                                            |                                                              |                                                            |
|--------------------------------------------|--------------------------------------------------------------|------------------------------------------------------------|
|                                            | <b>Application Date:</b> 2/23/2023                           | <b>Application Period:</b> 2/13/23 - 2/23/23               |
| <b>To (Owner):</b> Village of Jackson      | <b>From (Contractor):</b> ADVANCE CONSTRUCTION, INC.         | <b>Via (Engineer):</b><br>Gremmer & Associates, Inc.       |
| <b>Contact:</b>                            | <b>Contact:</b> Paul Kultgen                                 | <b>Contact:</b> Todd Drew                                  |
| <b>Project:</b><br>STH 60 Utility Upgrades | <b>Address:</b><br>241 Woodale Avenue<br>Green Bay, WI 54313 | <b>Address:</b><br>93 S. Pioneer Rd, Fond du Lac, WI 54935 |
| <b>Owner's Project No.:</b>                | <b>Contractor's Project No.:</b>                             | <b>Engineer's Project No.:</b>                             |

## Change Order Summary

| Approved Change Orders         |           |                                       | 1. ORIGINAL CONTRACT PRICE .....                                | \$ 2,713,433.75 |
|--------------------------------|-----------|---------------------------------------|-----------------------------------------------------------------|-----------------|
| Number                         | Additions | Deductions (Enter as Positive Number) | 2. Net change by Change Orders .....                            | \$              |
|                                |           |                                       | 3. CURRENT CONTRACT PRICE (Line 1 + Line 2) .....               | \$ 2,713,433.75 |
|                                |           |                                       | 4. TOTAL COMPLETED & STORED TO DATE                             |                 |
|                                |           |                                       | (Column L Total on Progress Estimates) .....                    | \$ 121,881.70   |
|                                |           |                                       | 5. RETAINAGE:                                                   |                 |
|                                |           |                                       | a. 5% X \$121,881.70 Work Completed ....                        | \$ 6,094.09     |
|                                |           |                                       | b. 5% x                      Stored Materials                   | \$              |
|                                |           |                                       | 6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number) .     | \$ 6,094.09     |
|                                |           |                                       | 7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 7) .....   | \$ 115,787.61   |
|                                |           |                                       | 8. LESS PREVIOUS PAYMENTS (Line 6 from Prior Application) ..... | \$              |
|                                |           |                                       | 9. AMOUNT DUE THIS APPLICATION .....                            | 115,787.61      |
| TOTALS                         |           |                                       |                                                                 |                 |
| NET CHANGE BY<br>CHANGE ORDERS |           |                                       |                                                                 |                 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                     |            |              |              |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|--------------|----------|
| <b>Contractor's Certification</b><br><br>The undersigned Contractor certifies that to the best of its knowledge:<br><br>(1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;<br><br>(2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner per Article 15 of the General Conditions; and<br><br>(3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective. | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><b>By:</b></td> <td style="width: 50%;"><b>Date:</b></td> </tr> <tr> <td style="text-align: center;">Paul Kultgen</td> <td style="text-align: center;">2.23.223</td> </tr> </table> | <b>By:</b> | <b>Date:</b> | Paul Kultgen | 2.23.223 |
| <b>By:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Date:</b>                                                                                                                                                                                                                                                                        |            |              |              |          |
| Paul Kultgen                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2.23.223                                                                                                                                                                                                                                                                            |            |              |              |          |

|                        |                                                               |
|------------------------|---------------------------------------------------------------|
|                        | \$ <b>\$115,787.61</b>                                        |
| <b>Payment of:</b>     | (Line 8 or other - attach explanation of the other amount)    |
| <b>Recommended by:</b> | (Thomas J. Holtan, Town DPW/ENG) (Date)                       |
| <b>Payment of:</b>     | \$ (Line 8 or other - attach explanation of the other amount) |
| <b>Approved by:</b>    | (Daniel W. Hein, Town Chair) (Date)                           |

Project VOI 21-01  
Coffee Connection Trail  
Jackson Drive - Eagle Drive

Pay Request #1  
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        |            |
| 100-01   | Removing Curb                                                                                 | LF                   | 6     | \$7.00         | \$42.00        |                 | \$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       |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 0                 | \$0.00       | 0%         |
| 100-03   | Removing Concrete Sidewalk and Driveways                                                      | SY                   | 1,205 | \$5.00         | \$6,025.00     | 13.34           | \$66.70      |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 13                | \$66.70      | 1%         |
| 100-04   | Base Aggregate Dense 1 1/4-Inch                                                               | TON                  | 1,875 | \$15.80        | \$29,625.00    |                 | \$0.00       |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 0                 | \$0.00       | 0%         |
| 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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$0.00       | 0%         |
| 100-20   | Inlet Protection Type C                                                                       | EACH                 | 35    | \$55.00        | \$1,925.00     | 12              | \$660.00     |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 12                | \$660.00     | 34%        |
| 100-21   | Geotextile Type SAS                                                                           | SY                   | 945   | \$2.50         | \$2,362.50     |                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$0.00       | 0%         |
| 100-33   | Sawing Asphalt                                                                                | LF                   | 8,760 | \$3.00         | \$17,520.00    | 15              | \$30.00      |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 15                | \$30.00      | 0%         |
| 100-34   | Sawing Concrete                                                                               | LF                   | 2,625 | \$3.00         | \$7,875.00     | 25              | \$75.00      |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 25                | \$75.00      | 1%         |
| 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                 | \$0.00       | 0%         |
| 100-36   | Traffic Control and Detour                                                                    | LS                   | 1     | \$25,000.00    | \$25,000.00    | 0.25            | \$6,250.00   |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 0                 | \$6,250.00   | 25%        |
| 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                 | \$0.00       | 0%         |
| 200-01   | Remove and Replace Sanitary Manhole Casting and Adjustment Rings                              | EACH                 | 27    | \$4,500.00     | \$121,500.00   |                 | \$0.00       |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 0                 | \$0.00       | 0%         |
| 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                 | \$0.00       | 0%         |
| 200-03   | Connect to Existing Sanitary Sewer Main                                                       | EACH                 | 3     | \$2,000.00     | \$6,000.00     |                 | \$0.00       |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 0                 | \$0.00       | 0%         |
| 200-04   | Sanitary Sewer PVC 10-Inch, Granular Backfill                                                 | LF                   | 232   | \$200.00       | \$46,400.00    |                 | \$0.00       |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 0                 | \$0.00       | 0%         |
| 200-05   | Sanitary Sewer PVC 8-Inch, Slurry Backfill                                                    | LF                   | 1,099 | \$243.00       | \$267,057.00   |                 | \$0.00       |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 0                 | \$0.00       | 0%         |
| 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                 | \$0.00       | 0%         |
| 200-07A  | Sanitary Sewer PVC 12-Inch, Slurry Backfill                                                   | LF                   | 1,402 | \$325.00       | \$455,650.00   |                 | \$0.00       |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 0                 | \$0.00       | 0%         |
| 200-07B  | Sanitary Sewer Lateral 6-Inch, Granular Backfill                                              | LF                   | 615   | \$145.00       | \$89,175.00    |                 | \$0.00       |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 0                 | \$0.00       | 0%         |
| 200-08   | Sanitary Sewer Lateral 6-Inch, Slurry Backfill                                                | LF                   | 310   | \$197.00       | \$61,070.00    |                 | \$0.00       |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 0                 | \$0.00       | 0%         |
| 200-09   | Sanitary Manholes 4-FT Diameter With Casting                                                  | EACH                 | 10    | \$6,500.00     | \$65,000.00    |                 | \$0.00       |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 0                 | \$0.00       | 0%         |
| 200-10   | Sanitary Outside Drop Manholes 4-FT Diameter With Casting                                     | EACH                 | 2     | \$9,518.00     | \$19,036.00    |                 | \$0.00       |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 0                 | \$0.00       | 0%         |
| 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                 | \$0.00       | 0%         |
| 200-12   | Sanitary Sewer Lateral Pipe Bursting                                                          | LF                   | 3,000 | \$139.00       | \$417,000.00   |                 | \$0.00       |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 0                 | \$0.00       | 0%         |
| 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%         |
| 200-14   | Repair existing storm laterals not shown on plan                                              | EACH                 | 6     | \$448.00       | \$2,688.00     |                 | \$0.00       |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 0                 | \$0.00       | 0%         |
| 300-01   | Removing Hydrant                                                                              | EACH                 | 2     | \$1,100.00     | \$2,200.00     |                 | \$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                 | \$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                 | \$0.00       | 0%         |
| 300-04   | Remove and Replace Water Service Curb Box                                                     | EACH                 | 100   | \$2,800.00     | \$280,000.00   | 41              | \$114,800.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 41                | \$114,800.00 | 41%        |
| 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                 | \$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                 | \$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                 | \$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 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 0                 | \$0.00       | 0%         |
| 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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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                 | \$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%         |
| 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%         |
| 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 |                 | \$0.00 |                 | \$0.00 |                   | \$0.00       | 0%         |
|          |                                                                                               |                      |       |                | \$0.00         |                 | \$0.00       |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 0                 | \$0.00       | #DIV/0!    |
|          |                                                                                               |                      |       |                | \$0.00         |                 | \$0.00       |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 | 0                 | \$0.00       | #DIV/0!    |
|          |                                                                                               |                      | TOTAL |                | \$2,818,146.00 |                 | \$121,881.70 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                 | \$0.00 |                   | \$121,881.70 | 4.32%      |

Advance original bid #

\$2,713,433.75

Difference / Increase of

\$104,712.25

Work completed, previous estimate

\$0.00

Work completed, this estimate

\$121,881.70

Total work completed

\$121,881.70

Retainage, this estimate



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

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

February 22, 2023

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

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

Re: Contractor's Application for Payment No. 5  
Willow Ridge Drive Reconstruction  
Project No. 05789-0013

Dear Mr. Kober:

Enclosed for your use in payment to Soper Sewer & Water LLC in the amount of \$41,865.80 is Contractor's Application for Payment No. 5. Also enclosed are the following documents:

- Final Lien Waivers (All w/ exception of Landscape Restoration Subcontractor)
- Partial Lien Waiver: Landscape Restoration Subcontractor – All Ways Const.
- Contractor Certificate Insurance

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

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

Sincerely,

CEDAR CORPORATION

A handwritten signature in blue ink, appearing to read 'Douglas T. Kroes'.

Douglas T. Kroes  
Senior Construction Manager

Enclosed: As Noted

Cc: Doug Hansen, Soper Sewer & Water LLC

# Contractor's Application for Payment No. 5

|                                                              |  |                                                                                           |                                                 |
|--------------------------------------------------------------|--|-------------------------------------------------------------------------------------------|-------------------------------------------------|
| <b>To (Owner):</b><br>Village of Jackson                     |  | <b>Application Date:</b><br>11/9/2022                                                     | <b>Application Period:</b><br>Through 2/21/2022 |
| <b>Contact:</b><br>Brian Kober                               |  | <b>From (Contractor):</b><br>Soper Sewer & Water LLC                                      | <b>Via (Engineer):</b><br>Cedar Corporation     |
| <b>Project:</b><br>Willow Ridge Drive Reconstruction         |  | <b>Contact:</b><br>Doug Hansen                                                            | <b>Contact:</b><br>Doug Kroes                   |
| <b>Address:</b><br>139 E. Packer Avenue<br>Oshkosh, WI 54901 |  | <b>Address:</b><br>Cedar Corporation W61<br>N497 Washington Avenue<br>53012 Cedarburg, WI |                                                 |
| <b>Owner's Contract No.:</b> A-21                            |  | <b>Contractor's Project No.:</b> SSW21-049                                                | <b>Engineer's Project No.:</b> 05789-0013       |

## Change Order Summary

| Approved Change Orders         |           |                                          |
|--------------------------------|-----------|------------------------------------------|
| Number                         | Additions | Deductions<br>(Enter as Positive Number) |
| 1                              | \$794.36  | \$568.10                                 |
|                                |           |                                          |
|                                |           |                                          |
|                                |           |                                          |
|                                |           |                                          |
|                                |           |                                          |
|                                |           |                                          |
| TOTALS                         | \$794.36  | \$568.10                                 |
| NET CHANGE BY<br>CHANGE ORDERS | \$226.26  |                                          |

|                                                                            |               |
|----------------------------------------------------------------------------|---------------|
| 1. ORIGINAL CONTRACT PRICE .....                                           | \$ 788,832.75 |
| 2. Net change by Change Orders .....                                       | \$ 226.26     |
| 3. CURRENT CONTRACT PRICE (Line 1 + Line 2) .....                          | \$ 789,059.01 |
| 4. TOTAL COMPLETED TO DATE<br>(Column L Total on Progress Estimates) ..... | \$ 789,059.01 |
| 5. RETAINAGE:                                                              |               |
| a. 5% X _____ Work Completed ....                                          | \$            |
| 6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number) ..               | \$ 5,000.00   |
| 7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6) .....              | \$ 784,059.01 |
| 8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application) .....            | \$ 742,193.21 |
| 9. AMOUNT DUE THIS APPLICATION .....                                       | \$ 41,865.80  |

## Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge:

(1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;

(2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner per Article 15 of the General Conditions; and

(3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Satt Spr Date: 11/9/2022

Payment of: \$ 41,865.80  
(Line 9 or other - attach explanation of the other amount)

Recommended by: Douglas T Kroes 2-22-23  
(Engineer) (Date)

Payment of: \$  
(Line 9 or other - attach explanation of the other amount)

Approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

5

| For (Project): Willow Ridge Drive Reconstruction |                                             |          |                    |                |                     |                              |                              | Application Date: 11/9/2022        |                              |                              |                              |
|--------------------------------------------------|---------------------------------------------|----------|--------------------|----------------|---------------------|------------------------------|------------------------------|------------------------------------|------------------------------|------------------------------|------------------------------|
| Application Period: Through 2/28/2022            |                                             |          |                    |                |                     |                              |                              | Owner's Contract No.: A-21         |                              |                              |                              |
|                                                  |                                             |          |                    |                |                     |                              |                              | Engineer's Project No.: 05789-0013 |                              |                              |                              |
| A                                                | B                                           | C        | D                  | E              | F                   | G                            | H                            | I                                  | J                            | K                            | L                            |
| Item No.                                         | Description                                 | Unit     | Estimated Quantity | Bid Unit Price | Bid Item Value (\$) | Work Completed Previously    |                              | Work Completed This Period         |                              | Total Work Completed to Date |                              |
|                                                  |                                             |          |                    |                |                     | Estimated Quantity Installed | Value of Work Installed (\$) | Estimated Quantity Installed       | Value of Work Installed (\$) | Estimated Quantity Installed | Value of Work Installed (\$) |
| 1.                                               | COMMON EXCAVATION                           | L.S.     | 4,200.00           | \$ 16.20       | \$ 68,040.00        | 3,150.00                     | \$ 51,030.00                 | 1,050.00                           | \$ 17,010.00                 | 4,200.00                     | \$ 68,040.00                 |
| 2.                                               | SAW CUTTING ASPHALT ROADWAY                 | L.S.     | 200.00             | \$ 3.10        | \$ 620.00           | 200.00                       | \$ 620.00                    | -16.00                             | \$ (49.60)                   | 184.00                       | \$ 570.40                    |
| 3.                                               | SAN MH CHIMNEY & CASTING REPLACEMENT        | I.D.     | 7.00               | \$ 1,440.00    | \$ 10,080.00        | 7.00                         | \$ 10,080.00                 |                                    | \$ -                         | 7.00                         | \$ 10,080.00                 |
| 4.                                               | VALVE BOX REPLACEMENT                       | S.F.     | 3.00               | \$ 420.00      | \$ 1,260.00         | 2.00                         | \$ 840.00                    |                                    | \$ -                         | 2.00                         | \$ 840.00                    |
| 5.                                               | 48" STORM SEWER MANHOLE                     | L.F.     | 4.00               | \$ 2,870.00    | \$ 11,480.00        | 4.00                         | \$ 11,480.00                 |                                    | \$ -                         | 4.00                         | \$ 11,480.00                 |
| 6.                                               | 12" DIA. STORM SEWER                        | L.F.     | 595.00             | \$ 90.00       | \$ 53,550.00        | 639.00                       | \$ 57,510.00                 |                                    | \$ -                         | 639.00                       | \$ 57,510.00                 |
| 7.                                               | 6" DIA. PVC STORM SEWER                     | EA.      | 98.00              | \$ 90.00       | \$ 8,820.00         | 72.50                        | \$ 6,525.00                  |                                    | \$ -                         | 72.50                        | \$ 6,525.00                  |
| 8.                                               | 4" DIA. STORM LATERAL                       | EA.      | 2,084.00           | \$ 68.00       | \$ 141,712.00       | 2,031.10                     | \$ 138,114.80                |                                    | \$ -                         | 2,031.10                     | \$ 138,114.80                |
| 9.                                               | STORM MANHOLE CHIMNEY & CASTING REPLACEMENT | 1,000GAL | 4.00               | \$ 1,600.00    | \$ 6,400.00         | 4.00                         | \$ 6,400.00                  | -1.00                              | \$ (1,600.00)                | 3.00                         | \$ 4,800.00                  |
| 10.                                              | CATCH BASIN REPLACEMENT                     | 100 LBS  | 6.00               | \$ 3,000.00    | \$ 18,000.00        | 6.00                         | \$ 18,000.00                 |                                    | \$ -                         | 6.00                         | \$ 18,000.00                 |
| 11.                                              | CURB BOX REPLACEMENT                        | L.F.     | 5.00               | \$ 650.00      | \$ 3,250.00         | 6.00                         | \$ 3,900.00                  | -1.00                              | \$ (650.00)                  | 5.00                         | \$ 3,250.00                  |
| 12.                                              | CURB STOP REPLACEMENT                       | S.Y.     | 3.00               | \$ 1,200.00    | \$ 3,600.00         | 2.00                         | \$ 2,400.00                  |                                    | \$ -                         | 2.00                         | \$ 2,400.00                  |
| 13.                                              | SANITARY LATERAL REPLACEMENT (1 UNIT)       | S.Y.     | 12.00              | \$ 200.00      | \$ 2,400.00         | 12.50                        | \$ 2,500.00                  |                                    | \$ -                         | 12.50                        | \$ 2,500.00                  |
| 14.                                              | 6" SAN LATERAL RECONNECTION (7 UNITS)       | L.S.     | 71.00              | \$ 200.00      | \$ 14,200.00        | 56.10                        | \$ 11,220.00                 | 8.60                               | \$ 1,720.00                  | 64.70                        | \$ 12,940.00                 |
| 15.                                              | REMOVE CONCRETE SIDEWALK                    | C.Y.     | 13,435.00          | \$ 0.50        | \$ 6,717.50         | 13,435.00                    | \$ 6,717.50                  |                                    | \$ -                         | 13,435.00                    | \$ 6,717.50                  |
| 16.                                              | 4" CONCRETE SIDEWALK                        | TON      | 12,968.00          | \$ 4.35        | \$ 56,410.80        | 12,253.05                    | \$ 53,300.77                 | 840.22                             | \$ 3,654.98                  | 13,093.27                    | \$ 56,955.72                 |
| 17.                                              | REMOVE CURB & GUTTER                        | S.Y.     | 3,461.00           | \$ 0.70        | \$ 2,422.70         | 3,461.00                     | \$ 2,422.70                  | 8.00                               | \$ 5.60                      | 3,469.00                     | \$ 2,428.30                  |
| 18.                                              | 30" CURB & GUTTER TYPE "D"                  | TON      | 3,234.00           | \$ 13.50       | \$ 43,659.00        | 3,267.60                     | \$ 44,112.60                 | -26.60                             | \$ (359.10)                  | 3,241.00                     | \$ 43,753.50                 |
| 19.                                              | REMOVE CONCRETE DRIVEWAY APRON              | TON      | 6,754.00           | \$ 0.50        | \$ 3,377.00         | 6,754.00                     | \$ 3,377.00                  | -792.02                            | \$ (396.01)                  | 5,961.98                     | \$ 2,980.99                  |
| 20.                                              | 7" CONCRETE DRIVEWAY APRON & SIDEWALK       | GAL      | 10,319.00          | \$ 5.50        | \$ 56,754.50        | 10,613.91                    | \$ 58,376.51                 | 265.08                             | \$ 1,457.94                  | 10,878.99                    | \$ 59,834.45                 |
| 21.                                              | EXCAVATION BELOW SUBGRADE (EBS)             | TON      | 420.00             | \$ 17.00       | \$ 7,140.00         | 376.85                       | \$ 6,406.45                  |                                    | \$ -                         | 376.85                       | \$ 6,406.45                  |
| 22.                                              | EBS BACKFILL 1-1/4" DENSE                   | TON      | 840.00             | \$ 15.00       | \$ 12,600.00        | 741.76                       | \$ 11,126.40                 |                                    | \$ -                         | 741.76                       | \$ 11,126.40                 |
| 23.                                              | 1-1/4" DENSE CRUSHED AGGREGATE BASE COURSE  | L.F.     | 3,900.00           | \$ 15.00       | \$ 58,500.00        | 3,958.44                     | \$ 59,376.60                 | 30.08                              | \$ 451.20                    | 3,988.52                     | \$ 59,827.80                 |
| 24.                                              | LOWER LAYER HMA PAVEMENT 3-1/4"             | L.F.     | 1,275.00           | \$ 71.00       | \$ 90,525.00        | 1,285.39                     | \$ 91,262.69                 |                                    | \$ -                         | 1,285.39                     | \$ 91,262.69                 |
| 25.                                              | UPPER LAYER HMA PAVEMENT 1-3/4"             | L.S.     | 685.00             | \$ 75.65       | \$ 51,820.25        | 724.08                       | \$ 54,776.65                 |                                    | \$ -                         | 724.08                       | \$ 54,776.65                 |
| 26.                                              | TRAFFIC CONTROL (Includes Mobilization)     | EA.      | 1.00               | \$ 25,000.00   | \$ 25,000.00        | 0.75                         | \$ 18,750.00                 | 0.25                               | \$ 6,250.00                  | 1.00                         | \$ 25,000.00                 |
| 27.                                              | LAWN RESTORATION                            | S.F.     | 3,509.00           | \$ 6.00        | \$ 21,054.00        | 3,509.00                     | \$ 21,054.00                 |                                    | \$ -                         | 3,509.00                     | \$ 21,054.00                 |
| 28.                                              | INLET PROTECTION                            | S.F.     | 10.00              | \$ 90.00       | \$ 900.00           | 10.00                        | \$ 900.00                    |                                    | \$ -                         | 10.00                        | \$ 900.00                    |
| 29.                                              | ABANDON 8" SAN SEWER & WTM                  | S.F.     | 1.00               | \$ 4,880.00    | \$ 4,880.00         | 1.00                         | \$ 4,880.00                  |                                    | \$ -                         | 1.00                         | \$ 4,880.00                  |
| 30.                                              | REMOVE SAN. MANHOLE                         | S.Y.     | 1.00               | \$ 2,660.00    | \$ 2,660.00         | 1.00                         | \$ 2,660.00                  |                                    | \$ -                         | 1.00                         | \$ 2,660.00                  |
| 31.                                              | SALVAGE HYDRANT AND VALVE                   | L.F.     | 1.00               | \$ 1,000.00    | \$ 1,000.00         | 1.00                         | \$ 1,000.00                  |                                    | \$ -                         | 1.00                         | \$ 1,000.00                  |
| TOTAL BID ITEMS 1-31                             |                                             |          |                    |                | \$ 788,832.75       |                              | \$ 761,119.67                |                                    | \$ 27,494.99                 |                              | \$ 788,614.65                |
| ADDITIONAL ITEMS                                 |                                             |          |                    |                |                     |                              |                              |                                    |                              |                              |                              |
|                                                  | DRIVEWAY PATCHING                           | TON      | 7                  | \$ 113.48      | \$ 794.36           | 7.00                         | \$ 794.36                    |                                    | \$ -                         | 7.00                         | \$ 794.36                    |
|                                                  | LUMP SUM SANITARY SEWER CASTING             | LS       | 1                  | \$ (350.00)    | \$ (350.00)         |                              | \$ -                         | 1.00                               | \$ (350.00)                  | 1.00                         | \$ (350.00)                  |
|                                                  |                                             |          |                    |                | \$ -                |                              | \$ -                         |                                    | \$ -                         |                              | \$ -                         |
| TOTAL ADDITIONAL ITEMS                           |                                             |          |                    |                | \$ 444.36           |                              | \$ 794.36                    |                                    | \$ (350.00)                  |                              | \$ 444.36                    |
| TOTAL ALL ITEMS                                  |                                             |          |                    |                | \$ 789,277.11       |                              | \$ 761,914.03                |                                    | \$ 27,144.99                 |                              | \$ 789,059.01                |



**LIEN WAIVER AND RELEASE OF CLAIMS  
FINAL**

The undersigned has been employed by **Soper Sewer & Water LLC** to furnish labor, equipment, materials and services for **Traffic Control** pursuant to an agreement with **Barricade Flasher Service, Inc.** for the improvements to:

**Project:** Willow Ridge Drive Reconstruction Contract A-21  
**Site Address:** Village of Jackson, WI

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

Subcontractor/Supplier further represents and warrants that it has paid for all the labor, equipment, materials and services used, supplied or incorporated into its work, including such labor, equipment, materials and services of all its subcontractors and/or suppliers who have furnished the same as part of Subcontractor/Supplier work through and as of this 16<sup>th</sup> day of November 2022.

**Barricade Flasher Service, Inc.**

Tim Lampman  
Signature

President Tim Lampman  
Title

Email copy to:

[jackiew@sopercompanies.com](mailto:jackiew@sopercompanies.com)

**Soper Sewer & Water LLC**  
3420 Jackson Street Suite A  
Oshkosh, WI 54901

**RECEIVED**

**NOV 16 2022**

Per TCR 10972.



**LIEN WAIVER AND RELEASE OF CLAIMS  
FINAL**

The undersigned has been employed by **Soper Sewer & Water LLC** to furnish labor, equipment, materials and services for **Materials** pursuant to an agreement with **County Materials** for the improvements to:

**Project:** Willow Ridge Drive Reconstruction Contract A-21  
**Site Address:** Village of Jackson, WI

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

Subcontractor/Supplier further represents and warrants that it has paid for all the labor, equipment, materials and services used, supplied or incorporated into its work, including such labor, equipment, materials and services of all its subcontractors and/or suppliers who have furnished the same as part of Subcontractor/Supplier work through and as of this 16 day of November, 2022.

**County Materials**

\_\_\_\_\_  
Signature

Brian L. Abitz, Corporate Credit Manager  
Title

**Email copy to:**  
**jackiew@sopercompanies.com**

**Soper Sewer & Water LLC**  
**3420 Jackson Street Suite A**  
**Oshkosh, WI 54901**



**Soper Sewer & Water LLC**  
**Item Actual Cost Detail**  
July 11, 2019 through November 28, 2022

|                                            | <u>Date</u> | <u>Num</u> | <u>Name</u>                                               | <u>Memo</u>        | <u>Amount</u> |
|--------------------------------------------|-------------|------------|-----------------------------------------------------------|--------------------|---------------|
| Other Charges                              |             |            |                                                           |                    |               |
| MATERIALS (MATERIALS)                      |             |            |                                                           |                    |               |
| Materials from Suppliers (Materials)       |             |            |                                                           |                    |               |
|                                            | 08/26/2021  | 3643205-00 | Village of Jackson:SSW21-049 (2021 WILLOW RIDGE DR RECON) | COUNTY - Materials | 2,879.20      |
|                                            | 08/31/2021  | 3646418-00 | Village of Jackson:SSW21-049 (2021 WILLOW RIDGE DR RECON) | COUNTY - Materials | 4,095.02      |
|                                            | 09/01/2021  | 3645888-00 | Village of Jackson:SSW21-049 (2021 WILLOW RIDGE DR RECON) | COUNTY - Materials | 2,675.38      |
| Total Materials from Suppliers (Materials) |             |            |                                                           |                    |               |
| Total MATERIALS (MATERIALS)                |             |            |                                                           |                    |               |
| Total Other Charges                        |             |            |                                                           |                    |               |
| TOTAL                                      |             |            |                                                           |                    |               |



**LIEN WAIVER AND RELEASE OF CLAIMS  
FINAL**

The undersigned has been employed by **Soper Sewer & Water LLC** to furnish labor, equipment, materials and services for **Materials** pursuant to an agreement with **ETNA Supply** for the improvements to:

**Project:** Willow Ridge Drive Reconstruction Contract A-21  
**Site Address:** Village of Jackson, WI

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

Subcontractor/Supplier further represents and warrants that it has paid for all the labor, equipment, materials and services used, supplied or incorporated into its work, including such labor, equipment, materials and services of all its subcontractors and/or suppliers who have furnished the same as part of Subcontractor/Supplier work through and as of this 16 day of November 2022

ETNA Supply

*[Signature]*  
Signature

*Credit Specialist*  
Title

Email copy to:  
[jackiew@sopercompanies.com](mailto:jackiew@sopercompanies.com)

Soper Sewer & Water LLC  
3420 Jackson Street Suite A  
Oshkosh, WI 54901



**LIEN WAIVER AND RELEASE OF CLAIMS  
FINAL**

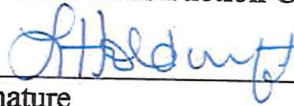
The undersigned has been employed by **Soper Sewer & Water LLC** to furnish labor, equipment, materials and services for **Concrete** pursuant to an agreement with **Sommers Construction Company** for the improvements to:

**Project:** Willow Ridge Drive Reconstruction Contract A-21  
**Site Address:** Village of Jackson, WI

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

Subcontractor/Supplier further represents and warrants that it has paid for all the labor, equipment, materials and services used, supplied or incorporated into its work, including such labor, equipment, materials and services of all its subcontractors and/or suppliers who have furnished the same as part of Subcontractor/Supplier work through and as of this 22<sup>nd</sup> day of February, 2023.

**Sommers Construction Company**

  
\_\_\_\_\_  
Signature

Accounting Manager  
\_\_\_\_\_  
Title

Email copy to:  
[jackiew@sopercompanies.com](mailto:jackiew@sopercompanies.com)

**Soper Sewer & Water LLC**  
**3420 Jackson Street Suite A**  
**Oshkosh, WI 54901**



**LIEN WAIVER AND RELEASE OF CLAIMS  
FINAL**

The undersigned has been employed by Soper Sewer & Water LLC to furnish labor, equipment, materials and services for Materials pursuant to an agreement with Cretex Specialty Products for the improvements to:

**Project:** Willow Ridge Drive Reconstruction Contract A-21  
**Site Address:** Village of Jackson, WI

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

Subcontractor/Supplier further represents and warrants that it has paid for all the labor, equipment, materials and services used, supplied or incorporated into its work, including such labor, equipment, materials and services of all its subcontractors and/or suppliers who have furnished the same as part of Subcontractor/Supplier work through and as of this 16<sup>th</sup> day of February, 2023.

**Cretex Specialty Products**

Kim Anderson  
Signature

Office Manager - AR  
Title

Email copy to:  
[jackiew@sopercompanies.com](mailto:jackiew@sopercompanies.com)

Soper Sewer & Water LLC  
3420 Jackson Street Suite A  
Oshkosh, WI 54901



**LIEN WAIVER AND RELEASE OF CLAIMS  
FINAL**

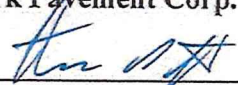
The undersigned has been employed by **Soper Sewer & Water LLC** to furnish labor, equipment, materials and services for **Asphalt Pavement** pursuant to an agreement with **Stark Pavement Corp** for the improvements to:

**Project:** Willow Ridge Drive Reconstruction Contract A-21  
**Site Address:** Village of Jackson, WI

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

Subcontractor/Supplier further represents and warrants that it has paid for all the labor, equipment, materials and services used, supplied or incorporated into its work, including such labor, equipment, materials and services of all its subcontractors and/or suppliers who have furnished the same as part of Subcontractor/Supplier work through and as of this 17<sup>th</sup> day of February, 2023.

**Stark Pavement Corp.**

  
\_\_\_\_\_  
Signature

VP of Finance  
\_\_\_\_\_  
Title

Email copy to:  
[jackiew@sopercompanies.com](mailto:jackiew@sopercompanies.com)

**Soper Sewer & Water LLC**  
**3420 Jackson Street Suite A**  
**Oshkosh, WI 54901**





**LIEN WAIVER AND RELEASE OF CLAIMS  
FINAL**

The undersigned has been employed by **Soper Sewer & Water LLC** to furnish labor, equipment, materials and services for **Sanitary Sewer** pursuant to an agreement with **MJ Construction Inc.** for the improvements to:

**Project: Willow Ridge Drive Reconstruction Contract A-21**  
**Site Address: Village of Jackson, WI**

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

Subcontractor/Supplier further represents and warrants that it has paid for all the labor, equipment, materials and services used, supplied or incorporated into its work, including such labor, equipment, materials and services of all its subcontractors and/or suppliers who have furnished the same as part of Subcontractor/Supplier work through and as of this 16th day of February, 2023.

**MJ Construction Inc.**

*Michelle Magin*  
Signature

Michelle Magin - President  
Title

**Email copy to:**  
[iackiew@sopercompanies.com](mailto:iackiew@sopercompanies.com)

**Soper Sewer & Water LLC**  
**3420 Jackson Street Suite A**  
**Oshkosh, WI 54901**



**LIEN WAIVER AND RELEASE OF CLAIMS  
FINAL**

The undersigned has been employed by **Soper Sewer & Water LLC** to furnish labor, equipment, materials and services for **Aggregate Materials** pursuant to an agreement with **Wissota Sand & Gravel** for the improvements to:

**Project:** Willow Ridge Drive Reconstruction Contract A-21  
**Site Address:** Village of Jackson, WI

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

Subcontractor/Supplier further represents and warrants that it has paid for all the labor, equipment, materials and services used, supplied or incorporated into its work, including such labor, equipment, materials and services of all its subcontractors and/or suppliers who have furnished the same as part of Subcontractor/Supplier work through and as of this 31st day of Oct., 2022

**Wissota Sand and Gravel**

Angela Walton  
Signature

Office Manager  
Title

Email copy to:  
[jackiew@sopercompanies.com](mailto:jackiew@sopercompanies.com)

Soper Sewer & Water LLC  
3420 Jackson Street Suite A  
Oshkosh, WI 54901



## LIEN WAIVER AND RELEASE OF CLAIMS

The undersigned has been employed by **Soper Sewer & Water LLC** to furnish labor, equipment, materials and services for **Sanitary Sewer** pursuant to an agreement with **All-Ways Contractors** for the improvements to:

**Project:** Willow Ridge Drive Reconstruction Contract A-21  
**Site Address:** Village of Jackson, WI

For and in consideration of the sum of **\$27,106.89**, Subcontractor/Supplier does hereby waive and release all lien rights to or claim of lien on real property with respect to its work on the Project, and on the monies or other considerations due or to become due Subcontractor/Supplier by virtue of said work, including all rights under applicable laws and regulations relating to the Project, including, but not limited to, rights or claims to any lien on Project proceeds or rights or claims on any Payment and/or Performance Bonds.

Subcontractor/Supplier further represents and warrants that it has paid for all the labor, equipment, materials and services used, supplied or incorporated into its work, including such labor, equipment, materials and services of all its subcontractors and/or suppliers who have furnished the same as part of Subcontractor/Supplier work through and as of this 2<sup>nd</sup> day of Feb, 2022

Partial Lien Waiver  
\*\$1426.68 still unpaid

**All-Ways Contractors**

Signature [Signature]

Title [Signature]

Email copy to:  
[jackiew@sopercompanies.com](mailto:jackiew@sopercompanies.com)

**Soper Sewer & Water LLC**  
3420 Jackson Street Suite A  
Oshkosh, WI 54901





SOPSEW-01

SSELL

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                |                                                          |                       |               |
|------------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------------------|---------------|
| <b>PRODUCER</b><br>The Insurance Center<br>920 Association Drive W<br>Appleton, WI 54914       | <b>CONTACT NAME:</b> Sarah Sell                          |                       |               |
|                                                                                                | <b>PHONE (A/C, No, Ext):</b> (800) 944-1367 51137        | <b>FAX (A/C, No):</b> |               |
|                                                                                                | <b>E-MAIL ADDRESS:</b> ssell@ticinsurance.com            |                       |               |
| <b>INSURED</b><br><br>Soper Sewer & Water LLC<br>3420 Jackson St, Suite A<br>Oshkosh, WI 54901 | <b>INSURER(S) AFFORDING COVERAGE</b>                     |                       | <b>NAIC #</b> |
|                                                                                                | <b>INSURER A:</b> Acuity                                 |                       | 14184         |
|                                                                                                | <b>INSURER B:</b> StarStone Speciality Insurance Company |                       |               |
|                                                                                                | <b>INSURER C:</b> Evanston Insurance Co.                 |                       |               |
|                                                                                                | <b>INSURER D:</b>                                        |                       |               |
|                                                                                                | <b>INSURER E:</b>                                        |                       |               |
|                                                                                                | <b>INSURER F:</b>                                        |                       |               |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                             | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | ZD5905        | 7/30/2022               | 7/30/2023               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| A        | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                 |           |          | ZD5905        | 7/30/2022               | 7/30/2023               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
| A        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                                            |           |          | ZD5905        | 7/30/2022               | 7/30/2023               | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000                                                                                                                                                                                    |
| A        | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                              |           | N/A      | ZD5905        | 7/30/2022               | 7/30/2023               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |
| B        | Excess Liability                                                                                                                                                                                                                                                                                                              |           |          | C86670211ALI  | 7/30/2022               | 7/30/2023               | Aggregate \$ 5,000,000                                                                                                                                                                                                                    |
| C        | Pollution Liability                                                                                                                                                                                                                                                                                                           |           |          | CPLMOL104122  | 9/14/2020               | 9/14/2022               | Aggregate \$ 2,000,000                                                                                                                                                                                                                    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Please see remarks on Page 2

Contract: #5789-0013  
Project: Willow Ridge Drive Reconstruction

Village of Jackson and Cedar Corporation and any individuals or entities identified in the supplementary conditions are included as additional insureds for ongoing and completed operations on the general liability policy per forms CG2033R 0513, CG7277 0513, CG2032 0413 and CG2001 0413 to the extent SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## ADDITIONAL REMARKS SCHEDULE

|                                |                      |                                                                                           |  |
|--------------------------------|----------------------|-------------------------------------------------------------------------------------------|--|
| AGENCY<br>The Insurance Center |                      | NAMED INSURED<br>Soper Sewer & Water LLC<br>3420 Jackson St, Suite A<br>Oshkosh, WI 54901 |  |
| POLICY NUMBER<br>SEE PAGE 1    |                      |                                                                                           |  |
| CARRIER<br>SEE PAGE 1          | NAIC CODE<br>SEE P 1 | EFFECTIVE DATE: SEE PAGE 1                                                                |  |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

provided therein. Primary and non-contributory additional insureds coverage applies on the automobile liability and excess liability policies per forms CA7214 1098 and CU7098 1115 to the extent provided therein.

## Remarks

Our agency has, upon your request, issued this certificate based on the information you provided. If you provided a contract, we reviewed only the insurance requirements portion of the contract. In performing this review, our Agency is not providing legal advice or a legal opinion concerning any portion of the contract. In addition, our Agency is not undertaking to identify all potential liabilities that may arise under this contract. This review is provided for your information, and should not be relied upon by third parties. Upon your authorization, we will make the necessary changes in your insurance program.

## **STAFF MEMO**

### Village of Jackson Plan Commission

**Meeting Date:** February 23, 2023  
(Rescheduled from February 16, 2023)

**Agenda Item:** Item #3

**To:** Mike Schwab, Village President  
Village of Jackson Plan Commission  
Jen Keller, Village Administrator

**From:** Collin Johnson – Director of Inspections & Zoning

**Subject:** Preliminary Plat – The Oaks of Jackson - TID #7 Residential Development

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#### **Background and Analysis:**

The Oaks of Jackson proposal is a new residential subdivision located within TID #7. The Village of Jackson, acting as the Developer, in partnership with Washington County's Next Generation Housing Initiative, intends to fill a market void in suburban/exurban communities by providing attainable quality housing opportunities for the next generation workforce.

The existing parcel includes 20.48 acres of land owned by the Village of Jackson and is centrally located within close proximity to the new Village Hall and Highway 60. It is bordered on three sides by existing residential development.

The proposal includes forty-four (44) residential parcels comprised of forty (40) single-family lots and four (4) two-family lots. The development also includes two outlot areas intended for townhome style and/or single-family style homes. Each of the homes will be owner-occupied. Future development of Outlot 6 and Outlot 8 are anticipated to occur soon and commence a condo-plat process once a developer or builder is secured. Outlot 1 is proposed to include an open space for existing trees and additional trails which will appeal to residents of the neighborhood and are intended to be dedicated for public access. Outlot 3, 4 and 5 are established to ensure bike and pedestrian connectivity is established from north to south, between the two neighborhoods.

Additionally, two landscape easement areas are indicated on the preliminary plat, providing, in part, a buffer between new and existing development. Staff are aware the preliminary engineering for stormwater management on the site necessitates a 2' berm along the easterly boundary line of lots 23-27 and grading from the road to the berm of those lots to ensure proper drainage to stormwater basin as identified as outlot 2. Proposed roads include a horseshoe extension of Ridgeway Drive through the majority of the subdivision with an additional roadway to be named Jackson Oaks Drive that will extend east to west through the development. The Village Attorney and Planners are reviewing Covenants that will be established and recorded against the property to address maintenance of outlots and how a future HOA will be established.

#### **Comprehensive Plan & Zoning Impacts:**

The parcel is listed for residential development under the Future Land Use Plan for the Village of Jackson: 2050 and is currently zoned Planned Unit Development (PUD). A PUD zoning outlining minimum development parameters including but not limited to minimum lot sizes, setback requirements, infrastructure standards, and future maintenance requirements for stormwater retention ponds and trail access is included in a separate application.

#### **Site Plan:**

A Preliminary Plat Map is attached for reference.

**Review Procedures:**

The Plan Commission is advisory; and the Village Board makes the final decision.

**Signage:**

Potential signage showcasing the name of the subdivision may be considered in the future.

**Additional Staff Comments:**

None

**Notice Requirements:**

Posting on the agenda.

**Potential Action:**

Motion to recommend the Village Board approve the Preliminary Plat for The Oaks of Jackson residential subdivision conditioned upon the following:

**General Conditions (1-3)**

1. **Staff and Governmental Approval.** Prior to the Village signing the final plat/CSM, the commencement of any construction of any improvement, whether public or private, or any site development, the development shall satisfy all comments, conditions and concerns of the Village engineer, the Village planner and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Administration ch. 236, Wisconsin Statutes and ch. Comm. 85, Wisconsin Administrative Code; and Washington County.
2. **Professional Fees.** The Village shall participate in all costs and expenses of any type in connection with this development, including the cost of professional services incurred by the Village such as engineering, legal, planning, and other consulting fees, for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. **Surveyor's Responsibility.** Although the Village of Jackson has reviewed the subdivision plat/certified survey map, the surveyor is entirely responsible for the thoroughness and accuracy of the survey and related matters and compliance with all state and local codes, ordinances, and procedures. Modifications to the survey may be required should errors or changed conditions be found at a future date.

**Specific Conditions (1-8)**

1. The subdivider must obtain the approval of the Village engineer.
2. The Date and name of delineator should be added to the plat with corresponding notes.
3. The Village will confirm the proposed street names are acceptable with Final Plat review and approval.
4. The subdivider must obtain all necessary approvals as specified in s. 236.34(1), Wis. Stats.
5. The subdivider must prepare and submit deed restrictions to the Village and obtain approval of the same
6. Prior to any (1) land-altering activity or (2) the execution of the final plat, the builder or condo developers must enter into a Development Agreement with the Village, upon such terms as determined by the Village Board, and obtain approval of the same. In addition to general provisions in a developer agreement, the agreement must address the following special circumstances:
  - a. Phasing of the development.
  - b. A description of those improvements that are needed to the Village's water and sewer

- infrastructure, if any, that may be needed to provide service to the subdivision and any cost recovery mechanisms needed to fund such required work.
- c. At the time of approval of the preliminary plat, the subject property consists of two undeveloped Outlots 6 and 8 parcels. A provision must be added to ensure both parcels remain under the control of the subdivider.
  - d. The Village Engineer shall review and approve all required plans (e.g., construction plans, stormwater management, and erosion control) and all permit applications must be submitted and approved.
  - e. The Engineer shall approve a stormwater management plan to include any necessary access easements which shall be described with a legal description.
  - f. The engineer shall approve a land management plan for Outlots 1, 2 and 7. Such plan must describe vegetation management objectives and permissible uses of such lands within the PUD language.
  - g. Any other conditions determined by the Village Planner, Engineer, or Attorney.
7. A Notice of Intent permit is required by NR 216.42, Wis. Stats. for construction sites of one acre or more of land disturbance. The Engineer must obtain a copy, as that has been issued.
8. The final plat must show all required features listed in the Village's land division regulations and comply with all required standards and procedures unless modifications are approved via PUD review and approval. In particular, the final plat needs to address the following items:
- a. Any maintenance of paths for Outlots 3, 4 and 5.
  - b. The area of land being dedicated to the public for street purposes must be stated on the face of the plat per s. 236.20(2)(i), Wis. Stats.
  - c. Include the following note(s) on the face of the final plat substantially as follows:
    - i. The titleholders of Lots 1 through 44 own a 1/44th undivided and nontransferable interest in Outlots 1, 2, 3, 4, 5, 7. The use and maintenance of the outlots is governed by Declaration of Covenants approved by the Village Board.
    - ii. The titleholders of Lots 1 through 44 are responsible for the maintenance of the stormwater facilities in the subdivision consistent with the stormwater management plan.
    - iii. Stormwater management practices are located in one or more of the outlots in the subdivision. There are one or more separate documents recorded on the property title through the Washington County register of deeds entitled "stormwater management practice maintenance agreement" ("maintenance agreement") that apply to outlots. The maintenance agreement subjects this subdivision plat, and all lot owners therein, to covenants, conditions, and restrictions necessary to ensure the long-term maintenance of the storm water management practice. The agreement also outlines a process by which the Village of Jackson may levy and collect special assessments or charges for any services the community might provide relating to enforcement of the maintenance agreement.
  - d. Show any existing easements and include the document number of the instrument of origin.

**Attachments:**

1. Plan Commission Application
2. Letter of Intent & Impact Statement
3. Location Map
4. Development Plan/Site Plan & Engineering Plan Preliminary Plat (Dated: 12/20/22)
5. Certified Survey Map
6. Draft Declaration of Covenants
7. Development Agreements Template

Village of Jackson  
PLAN COMMISSION APPLICATION

Application/Permit #: \_\_\_\_\_

**PROPERTY INFORMATION**

☐ COMMERCIAL      ☐ INDUSTRIAL      ☒ RESIDENTIAL      ☐ OTHER \_\_\_\_\_

☐ CONDITIONAL USE      ☐ PLANNED UNIT DEVELOPMENT      ☐ CERTIFIED SURVEY MAP

☐ New      ☐ New      ☐ CONCEPT PLAN

☐ Amendment      ☐ Amendment

☐ Special Use      ☐ Special Use      ☐ OTHER \_\_\_\_\_

(For existing Cond. Use ONLY)      (For existing PUD ONLY)

Property Address: \_\_\_\_\_ N168W19851 Main Street \_\_\_\_\_ Unit: \_\_\_\_\_ Jackson, WI

Parcel #: \_\_\_\_\_ V3\_053600B \_\_\_\_\_ Lot Size: \_\_\_\_\_ 20.48 acres \_\_\_\_\_ sq. ft. Building Area: \_\_\_\_\_ sq. ft.

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

**APPLICANT INFORMATION**

Name(s): \_\_\_\_\_ Jen Keller, Village of Jackson Administrator

Mailing Address: \_\_\_\_\_ N168W19851 Main Stret, Village of Jackson \_\_\_\_\_ State \_\_\_\_\_ WI \_\_\_\_\_ Zip \_\_\_\_\_ 53037

Office: ( \_\_\_\_\_ 262 ) \_\_\_\_\_ 677.9001 \_\_\_\_\_ Cell: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Email: \_\_\_\_\_ jen.keller@villageofjacksonwi.gov \_\_\_\_\_

**BUSINESS INFORMATION** (If New Business)

Legal Business Name: \_\_\_\_\_

D/B/A: \_\_\_\_\_ FEIN #: \_\_\_\_\_ - \_\_\_\_\_

Mailing Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Office: ( \_\_\_\_\_ ) \_\_\_\_\_ Cell: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

**PROPERTY OWNER INFORMATION**

Name(s): \_\_\_\_\_ Village of Jackson

Address: \_\_\_\_\_ N168W19851 Main Street, Village of Jackson \_\_\_\_\_ State \_\_\_\_\_ WI \_\_\_\_\_ Zip \_\_\_\_\_ 53037

Office: ( \_\_\_\_\_ 262 ) \_\_\_\_\_ 677.9001 \_\_\_\_\_ Cell: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Email: \_\_\_\_\_ jen.keller@villageofjacksonwi.gov \_\_\_\_\_

**ARCHITECT / ENGINEER / CONTRACTOR INFORMATION** (Circle One)

Firm Name: \_\_\_\_\_ SEH - Engineering, Vandewalle & Assoc. - Planning

Primary Contact: \_\_\_\_\_ Mike Court, SEH \_\_\_\_\_ Jackie Mich Vandewalle & Assoc.

Address: \_\_\_\_\_ SEH - 501 Maple Ave., Delafield, Vandewalle - 247 W. Freshwater Way, Madison \_\_\_\_\_ State \_\_\_\_\_ WI \_\_\_\_\_ Zip \_\_\_\_\_

Office: ( \_\_\_\_\_ SEH ) \_\_\_\_\_ 414.949.8905 \_\_\_\_\_ Cell: ( \_\_\_\_\_ Vandewalle ) \_\_\_\_\_ 608.255.3988 \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Email: \_\_\_\_\_ mcourt@sehinc.com, jmich@vandewalle.com \_\_\_\_\_

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

Briefly explain what you are requesting to be reviewed and/or approved: Planned unit development

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

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Hours of Operation: N/A

Provide a brief overview of proposed daily on-site operations: Residential development

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

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Describe all businesses, properties and other entities located adjacent to the proposed use: North: Commercial; Northeast: Commercial; Governmental and Institutional; East: Medium Density Residential; Multi-Family/High-Density Urban Residential; South: Medium Density Residential; West: Multi-Family/High-Density Urban Residential

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

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Describe any proposed grading, and/or stormwater management plan: Stormwater ponds will be provided on the north side of the development, on Outlot 2, Outlot 6 and Outlot 7. Grading related to residential development.

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Describe any proposed landscape plan/improvements including driveways, sidewalks, vegetative plantings, etc.: Improvements related to residential development.

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Describe any proposed on-site security measures including site lighting: Five street lights will be installed at appropriate places throughout the development.

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Describe any existing or proposed Life Safety Systems (Includes fire hydrants, fire suppression & fire alarm systems): Municipal water system with hydrants will be installed for the development.

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Describe the projected traffic circulation and impacts: See Impact Statement.

List all setbacks from rights-of-way and property lines and height limitations: See Planned Unit Development document.

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

Does this project require other Jurisdictional Approvals from other Governmental or Regulatory entities?  
☐ No ☒ Yes If yes, explain: Plat will be reviewed by State and County, DNR will need to issue appropriate permits for grading and stormwater work.

Describe any proposed signage including type, size, and location: Entrance sign to be determined.

If construction is proposed, describe proposed exterior building materials (type, color, etc.): See Planned Unit Development document.

Describe any site-specific features/constraints, etc.: See Impact Statement.

Outline proposed parking requirements including number of spaces plus those dedicated for handicapped parking: See Planned Unit Development document.

Describe all proposed screening/buffering from adjacent properties (where required by ordinance): A 40' landscape easement is provided on the east line to buffer the existing condominium development to the east.

Describe the proposed provisions for refuse and recycling collection/storage and required screening/buffering: Individual unit collection / storage in individual garages.

Projected Sewer/Wastewater Usage: 7,575,000 gal/year

Projected Water Usage: 7,575,000 gal/year



### ACKNOWLEDGEMENT & SIGNATURES

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

### You MUST sign and date this Application!

Applicant Name (Print): Ken Keller, on behalf of Village Project Team

Applicant Signature: Ken Keller

Co-Applicant Name (Print): \_\_\_\_\_

CO-Applicant Signature: \_\_\_\_\_

Date of Application: 12/21/22

SUBMIT TO: Village of Jackson – Building Inspection Dept.  
W194 N16660 Eagle Drive  
Jackson, WI 53037

PAYMENT INFO: Payment is required at the time of submittal.  
Cash, Checks, or Credit Cards are accepted (fees apply)  
(Make checks payable to Village of Jackson)

→ internal transfer forthcoming

### QUESTIONS?

Zoning Director: For questions concerning application submittal, zoning, or technical questions.  
Phone: (262) 677-9696  
Email: collin.johnson@villageofjacksonwi.gov

Village Clerk: For all general questions concerning notices, meeting dates or times, etc.  
Phone: (262) 677-9001 Ext. 213  
Email: jilline.dobratz@villageofjacksonwi.gov

### TERMS OF THIS PERMIT

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

**VILLAGE APPROVAL:**

☐ TEMPORARY      Expiration Date: \_\_\_\_\_, 20\_\_\_\_

Plan Commission Approval:      Meeting Date: \_\_\_\_\_, 20\_\_\_\_

Village Board Approval:      Meeting Date: \_\_\_\_\_, 20\_\_\_\_

In-House Approval (O-T-C):      Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Approved by: Village Administrator

**Conditions and Duration of Approval:**

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

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

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

Conditions of Approval: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPLICATION DENIED: Date: \_\_\_\_\_, 20\_\_\_\_

Staff Initials: \_\_\_\_\_

Reason for Denial: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

|                              |                         |
|------------------------------|-------------------------|
| <b>FOR OFFICE USE ONLY</b>   |                         |
| Acct. #: 100-00-45730-000-00 |                         |
| Date Received:               | 12/31/2022              |
| Amount: \$                   | 300.00                  |
| Payment Type:                | <del>CASH</del> CASH TR |
| Check/Rcpt. #:               | JE-1671                 |
| Received By:                 | CMJ                     |

1/09/2023

2:42 PM

## Journal Entry Register - Full Report

Page: 1

## ALL Journal Entries

ACCT

Dated From: 12/31/2022

From Account:

Thru: 12/31/2022

Thru Account:

## ---- Journal Entry ----

| Number               | Date       |                                          | Debit  | Credit |
|----------------------|------------|------------------------------------------|--------|--------|
| JE-1671              | 12/31/2022 | PRELIMINARY PLAT/OAKS OF JACKSON/TID#7   |        |        |
| 100-00-45730-000-000 |            | PLANNING / ZONING FEES                   |        | 300.00 |
|                      |            | PRELIMINARY PLAT/OAKS OF JACKSON/TID#7   |        |        |
| 100-00-21209-000-000 |            | OAKS OF JACKSON - NGH                    | 300.00 |        |
|                      |            | PRELIMINARY PLAT/OAKS OF JACKSON/TID#7   |        |        |
|                      |            | Total                                    | 300.00 | 300.00 |
| JE-1672              | 12/31/2022 | PLANNED UNIT DEVELOPMENT/OAKS OF JACKSON |        |        |
| 100-00-45730-000-000 |            | PLANNING / ZONING FEES                   |        | 175.00 |
|                      |            | PLANNED UNIT DEVELOPMENT/OAKS OF JACKSON |        |        |
| 100-00-21209-000-000 |            | OAKS OF JACKSON - NGH                    | 175.00 |        |
|                      |            | PLANNED UNIT DEVELOPMENT/OAKS OF JACKSON |        |        |
|                      |            | Total                                    | 175.00 | 175.00 |
|                      |            | Grand Total                              | 475.00 | 475.00 |

## **The Oaks of Jackson Neighborhood**

### **Letter of Intent/Impact Statement**

#### **Summary**

This is a submittal for Preliminary Plat review and approval for the Oaks of Jackson Project. The Plat has been developed in conjunction with the proposed PUD documents.

The Oaks of Jackson neighborhood provides opportunities for diverse residential housing options, bicycle and pedestrian amenities, tree preservation, and high quality of life for residents. This site creates strong transportation connections to the north and ample bicycle/pedestrian connections to the south and throughout the neighborhood, while preserving trees and accounting for stormwater management. This mix housing units and smaller lots sizes will contribute to an inviting neighborhood environment and complement the Village's community character.

The Village of Jackson is developing this neighborhood in partnership with Washington County. As a Pilot Project for the County's Next Generation Housing initiative, this neighborhood will result in the creation of 101 attainably priced, owner-occupied homes, consistent with the objectives of the Next Generation Housing initiative. The preliminary plat addresses lots 1-44 with outlots 6 and 8 to be developed via a condominium plat and/or additional land divisions at a future time.

#### **Traffic**

The TIF District TIA prepared by SRF (dated June 4, 2020) had factored this area to be developed with 272 apartment units. The ultimate build out of the apartment complex would have generated 2,020 vehicle trips a day. The proposed development is a combination of single-family homes, twin homes, and townhomes for a total of 101 units. With quite a bit less density, the traffic impact will be minimized. It is estimated to be approximately 900 vehicle trips a day with the proposed development.

#### **Stormwater/Drainage**

An overall stormwater and drainage plan has been developed to handle the on-site stormwater and manage it properly according to the Village's ordinance. Three stormwater basins have been designed for the site. There is a drainage area to the west of the property that is directed towards the property, that is un-detained, this area will be managed with a basin at the northwest corner of the site. This water will then be directed north across Spruce Street. The rest of the site will be managed with two additional basins on the north side of the site that will discharge into the existing Spruce Street storm sewer system. Concerns have been brought up by the Condo Development to the east of the site. Most of the drainage area that currently drains to the east towards the existing condos, will now be routed to the northeast basin for stormwater management. This will reduce the existing drainage area flowing to the east, which addresses the concerns of the condo owners.

## **Wetland Impacts**

A wetland delineation was performed by Cedar Corporation for the property (report dated June 18<sup>th</sup>, 2019). The report shows no wetlands on the property. Therefore, there will be no impacts to wetlands.

## **Trees**

There is an existing stand of woods on the east side of the property. Washington County staff has recently performed a tree survey of the property. Quality trees have been identified. The plat proposes to create an outlot, for tree preservation, in an area where there is a higher density of quality trees. The plat also has identified a 40' landscape easement on the east property line to provide a buffer area to the east neighboring existing condo development. There is a need to remove trees for the construction of the public roadway, front of the lots and stormwater management basin. The intent is to leave the majority of the existing trees in the 40 foot landscape easement.

## **Parking**

The PUD zoning will require a minimum of 2 off-street parking spaces for the single-family and twin home units. A minimum of 1 off-street parking space will be required for the townhouse units. A two-car garage will be typical for the single-family and twin home units. There will be room within the driveway to park in front of the garage. Four off-street parking spaces will be typical for these types of units. The townhouse areas will have at least a one-car garage with additional visitor parking planned for the site. Parking will be allowed on the public streets.

## **Signage**

Signage will be determined later and will more than likely only consist of an entrance sign to the subdivision and potentially entrance signs related to the townhouse developments.

## **Anticipated User Profiles**

This development is expected to provide housing for both current and future Jackson residents, and it is expected to attract working households and individuals, first-time homebuyers, empty nesters, and others seeking homeownership opportunities on a smaller scale.

## **Sewer and Water Consumption**

Based on 75,000 gallons per year per dwelling unit. The proposed 101 units would use 7,575,000 gallons of water and generate the same for sewer discharge.

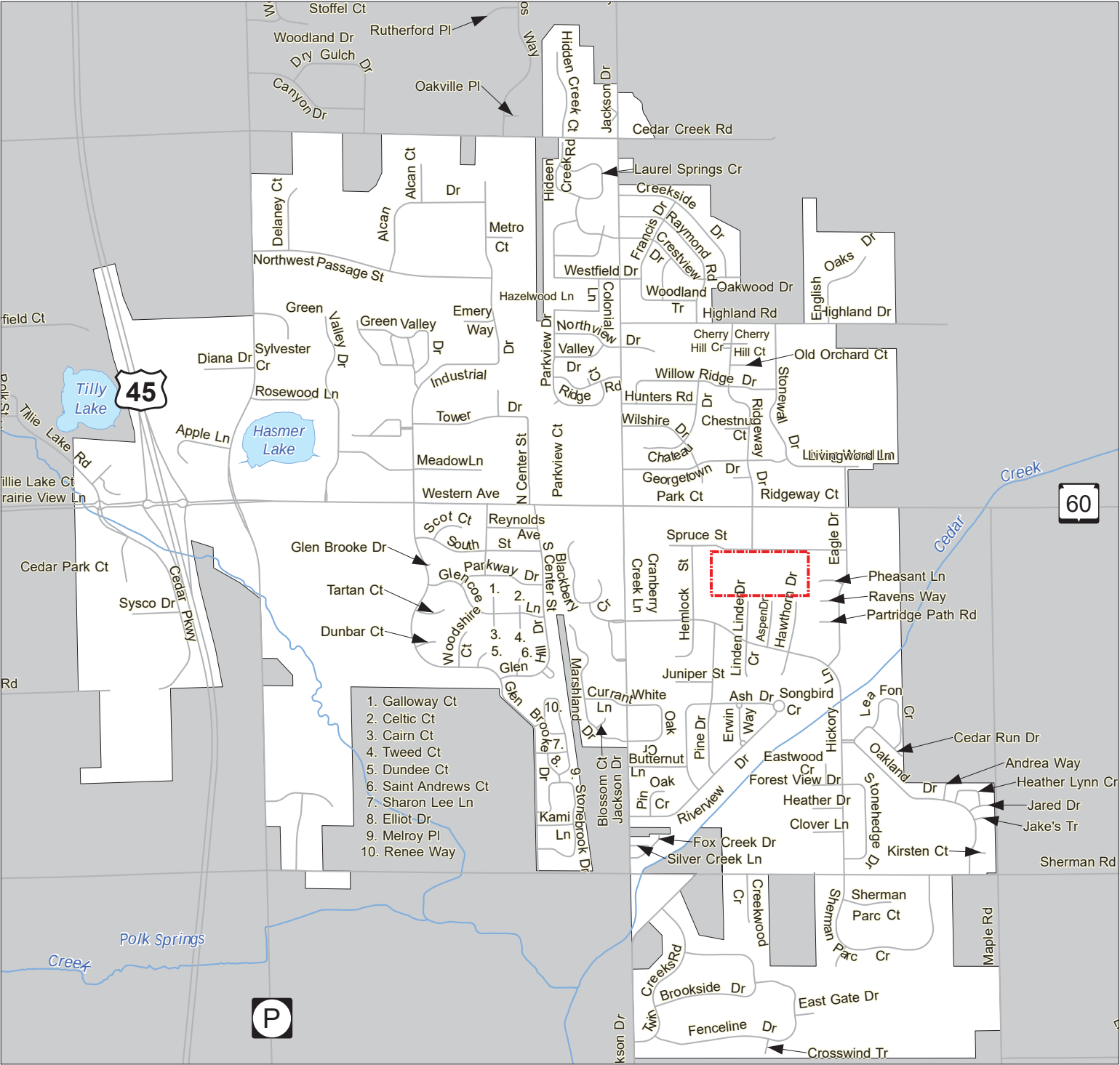
## **Connection to the South Neighborhood**

The proposed plat has no road connections to the south neighborhood. A sidewalk system is proposed to be extended to the three dead end streets to the south. They will provide pedestrian connections for the proposed and existing neighborhoods.

## **Public Street Cross-Section**

Attached is the proposed street cross-section. The street width is proposed to be 32 feet face to face. With sidewalks on both sides. The street will be constructed with 30" Vertical Face concrete curb and gutter.

# LOCATION MAP





- RIGHT OF WAY
- PERMANENT EASEMENT
- PROPERTY LINE
- HORIZONTAL CONTROL POINT
- BENCHMARK
- SURVEY MARKER
- SOIL BORING
- SANITARY SEWER AND MANHOLE
- FORCE MAIN AND LIFT STATION
- SANITARY SEWER SERVICE & CLEANOUT
- WATER MAIN, HYDRANT, VALVE AND MANHOLE
- WATER SERVICE AND CURB STOP BOX
- STORM SEWER, MANHOLE AND CATCH BASIN
- CULVERT AND APRON ENDWALL
- GAS MAIN, VALVE, VENT AND METER
- HANDHOLE
- BURIED FIBER OPTIC CABLE AND MANHOLE
- BURIED PHONE CABLE, PEDESTAL AND MANHOLE
- BURIED TV CABLE, PEDESTAL AND MANHOLE
- BURIED ELECTRIC CABLE, PEDESTAL, MANHOLE, TRANSFORMER AND METER
- OVERHEAD WIRE, POLE AND GUY WIRE

- STREET CENTERLINE
- RIGHT-OF-WAY
- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- CONSTRUCTION LIMITS
- SANITARY SEWER, BULKHEAD AND MANHOLE
- FORCE MAIN
- SANITARY SERVICE AND CLEANOUT
- WATER MAIN, TEE, HYDRANT, BULKHEAD AND VALVE
- WATER VALVE MANHOLE, REDUCER, BEND AND CROSS
- WATER SERVICE AND CURB STOP BOX
- STORM SEWER, MANHOLE AND CATCH BASIN
- CULVERT AND APRON ENDWALL
- DRAIN TILE
- DITCH / SWALE
- RIPRAP
- STREET NAME SIGN
- SIGN (NON STREET NAME)
- RETAINING WALL

# THE OAKS OF JACKSON

THE CONTRACTOR SHALL CALL THE WISCONSIN ONE CALL SYSTEM AT 811 BEFORE COMMENCING EXCAVATION.



| Sheet List Table            |                                          |
|-----------------------------|------------------------------------------|
| Sheet Number                | Sheet Title                              |
| TITLE & DETAILS             |                                          |
| 1                           | TITLE                                    |
| 2                           | DETAILS                                  |
| 3                           | DETAILS                                  |
| 4                           | DETAILS                                  |
| 5                           | DETAILS                                  |
| EROSION CONTROL & GRADING   |                                          |
| 6                           | INTERIM GRADING AND EROSION CONTROL PLAN |
| 7                           | MASTER GRADING PLAN - OVERALL SITE       |
| ROAD & STORM SEWER          |                                          |
| 8                           | RIDGEWAY DRIVE - STA 1+00 TO 8+00        |
| 9                           | RIDGEWAY DRIVE - STA 8+00 TO 15+00       |
| 10                          | RIDGEWAY DRIVE - STA 15+00 TO 20+80      |
| 11                          | JACKSON OAKS DRIVE                       |
| SANITARY SEWER & WATER MAIN |                                          |
| 12                          | RIDGEWAY DRIVE - STA 1+00 TO 8+00        |
| 13                          | RIDGEWAY DRIVE - STA 8+00 TO 15+00       |
| 14                          | RIDGEWAY DRIVE - STA 15+00 TO 20+80      |
| 15                          | JACKSON OAKS DRIVE                       |

| REV # | DATE | COMMENTS |
|-------|------|----------|
|       |      |          |
|       |      |          |
|       |      |          |
|       |      |          |



PHONE: 262.646.6855  
501 MAPLE AVENUE  
DELAFIELD, WI 53018  
www.sehinc.com

PROJECT NO.  
170026

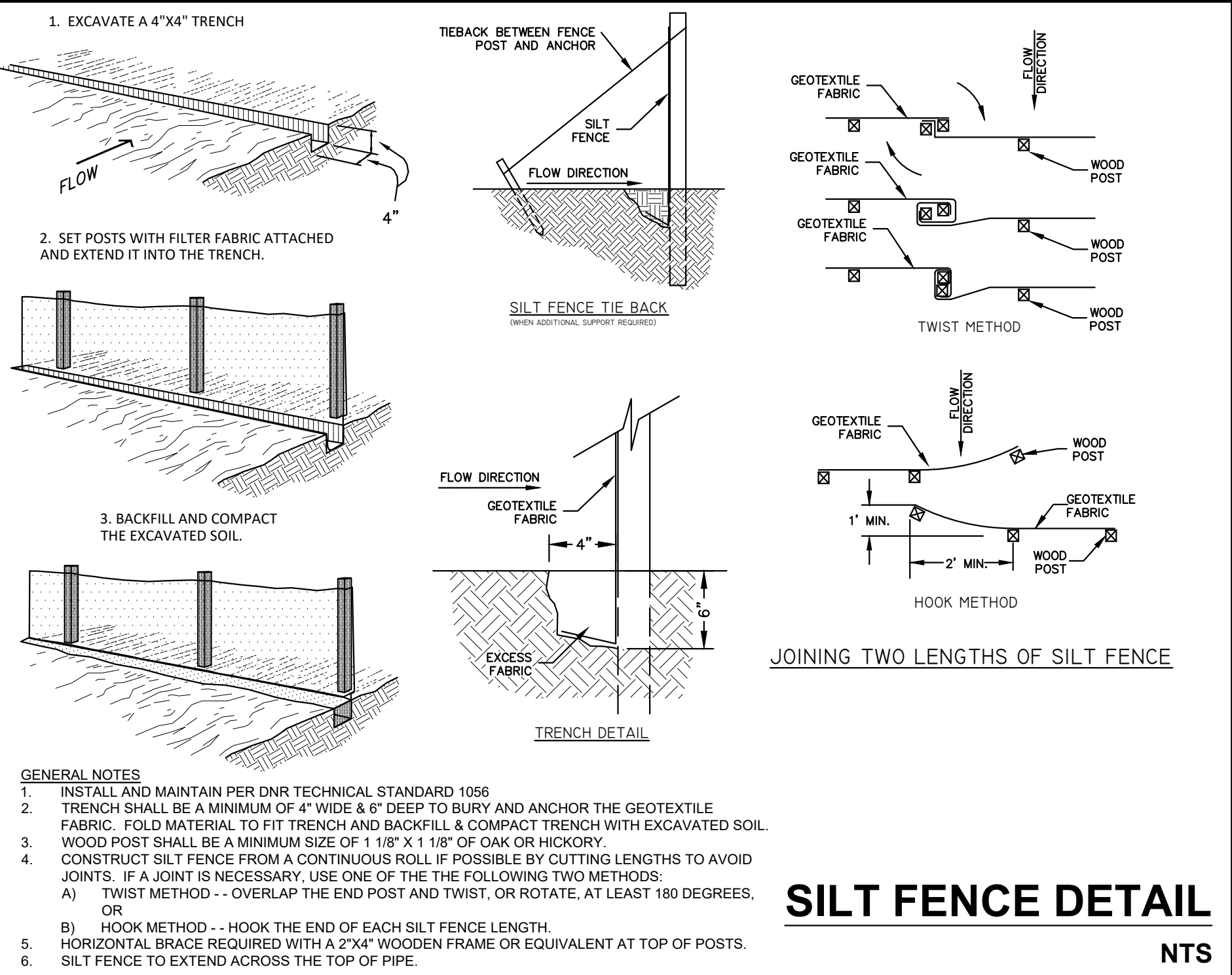
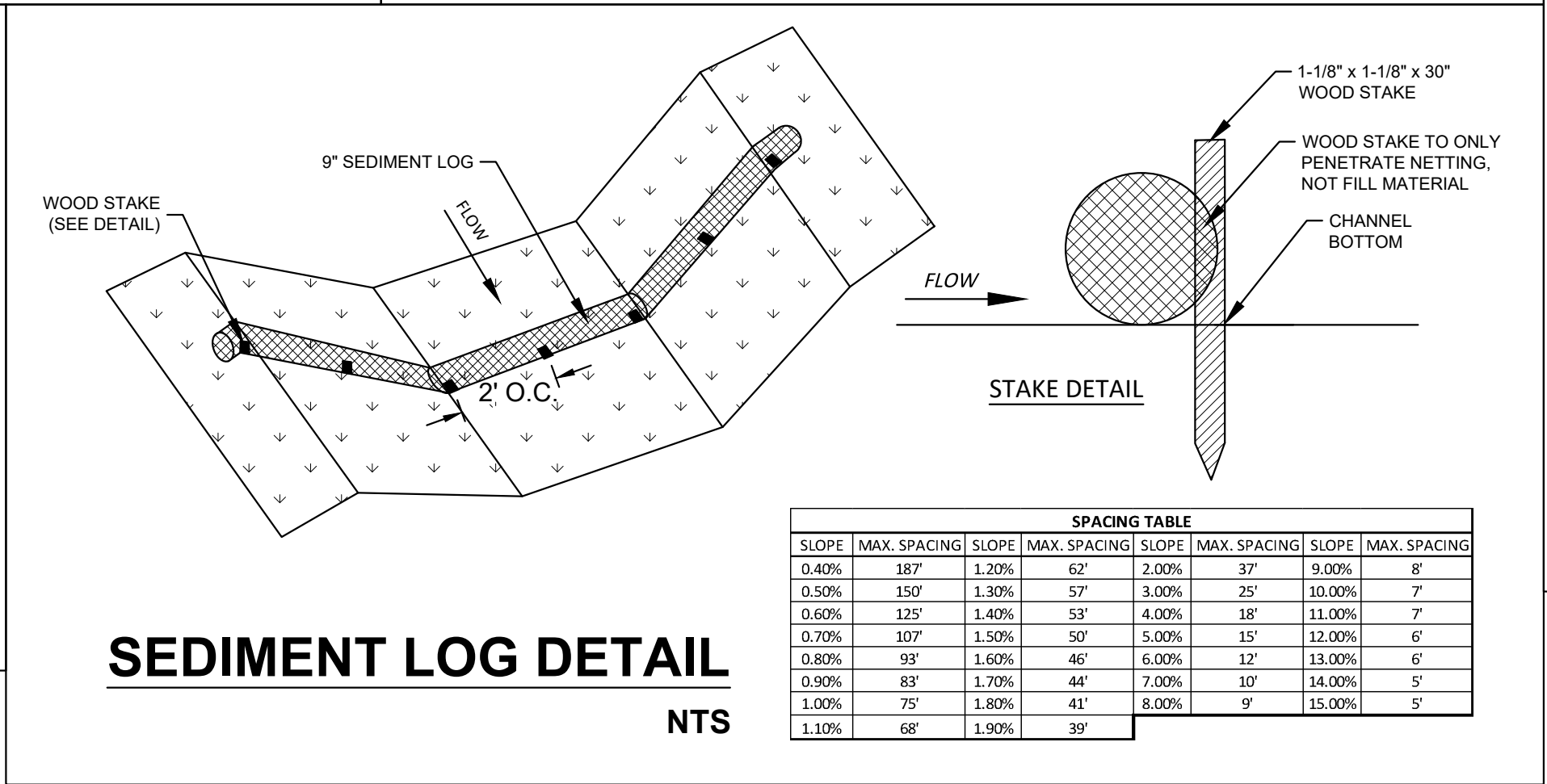
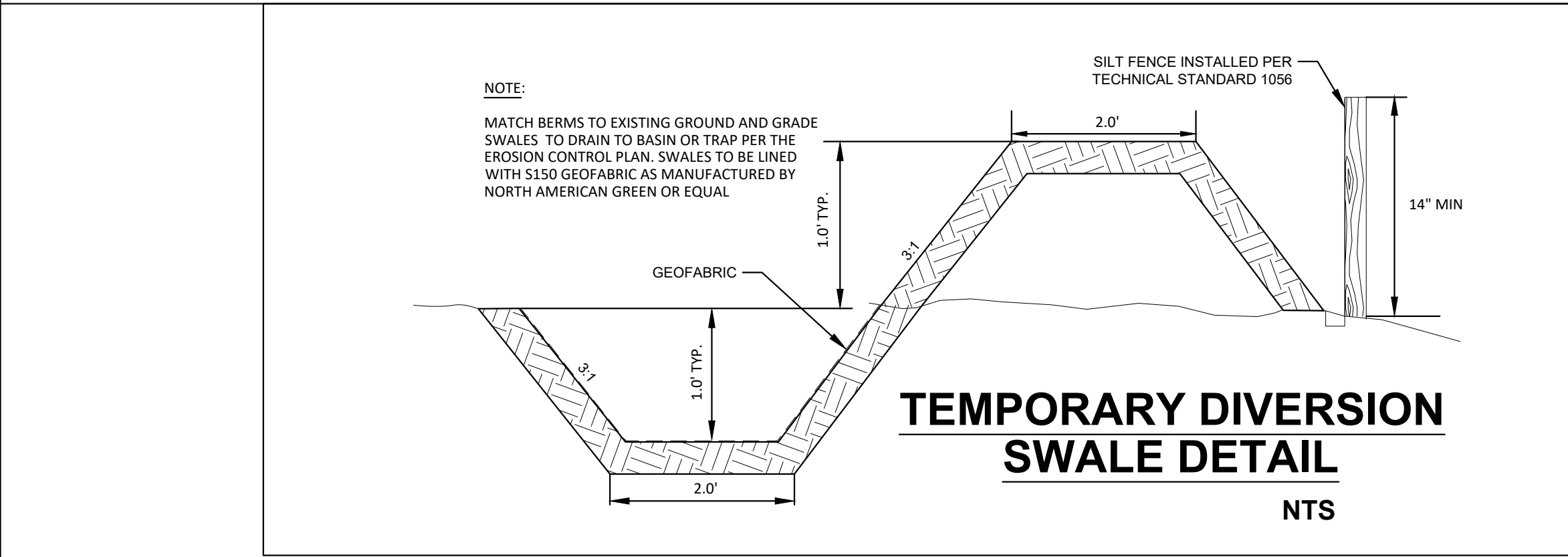
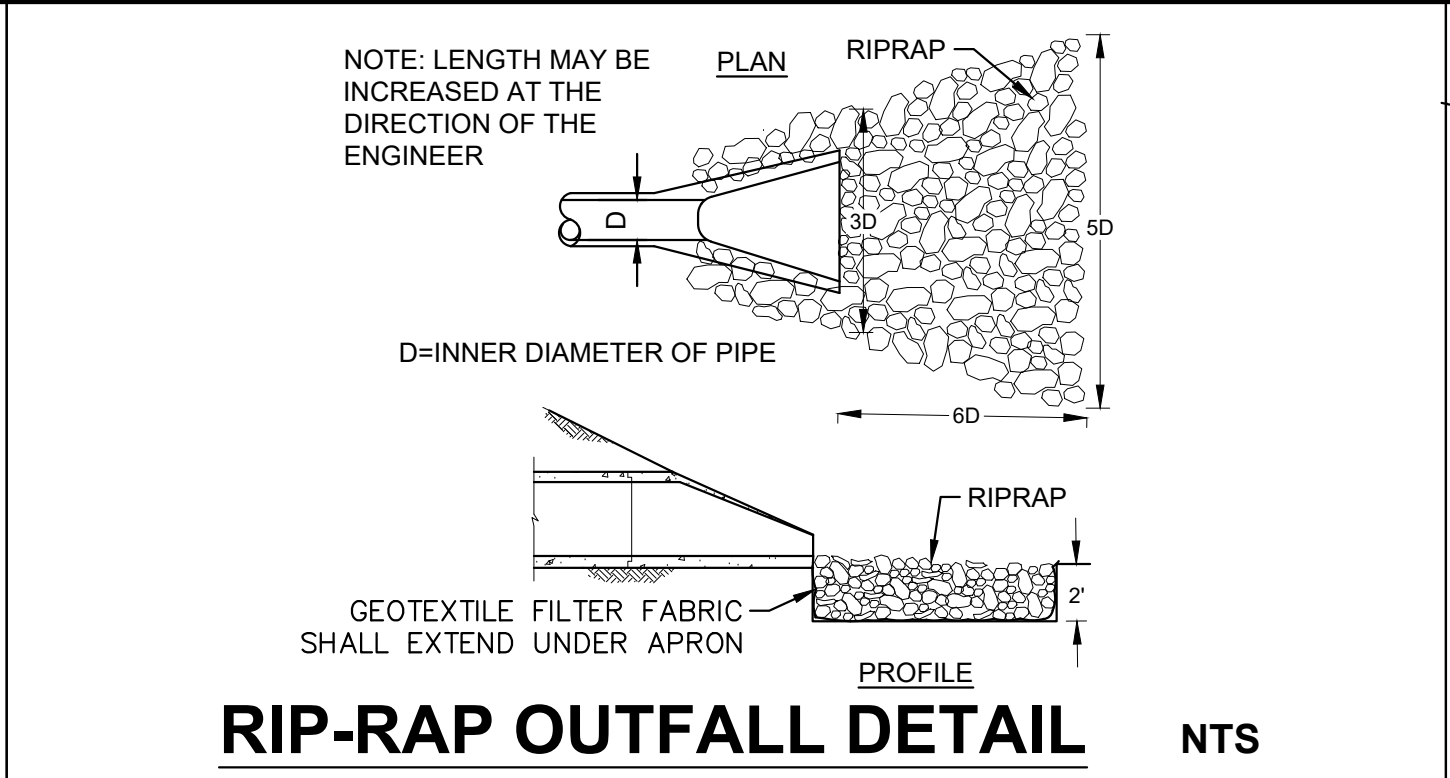
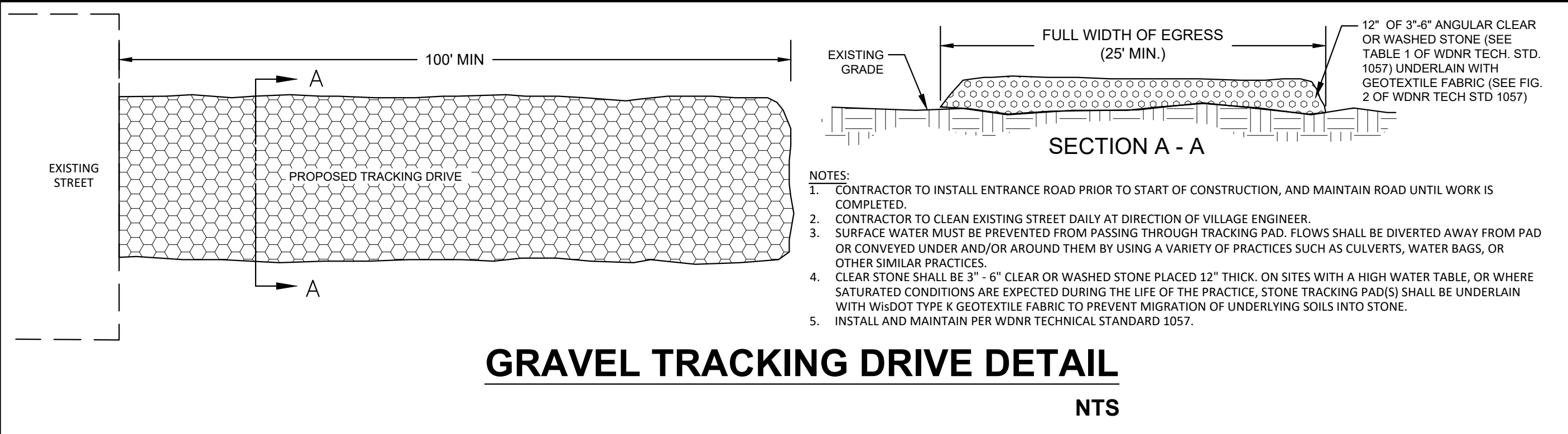
|      |          |
|------|----------|
| DATE | 2/2/2023 |
|------|----------|

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of 15



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THE CONTRACTOR SHALL CONTACT DIGGERS HOTLINE A MINIMUM OF 3 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.

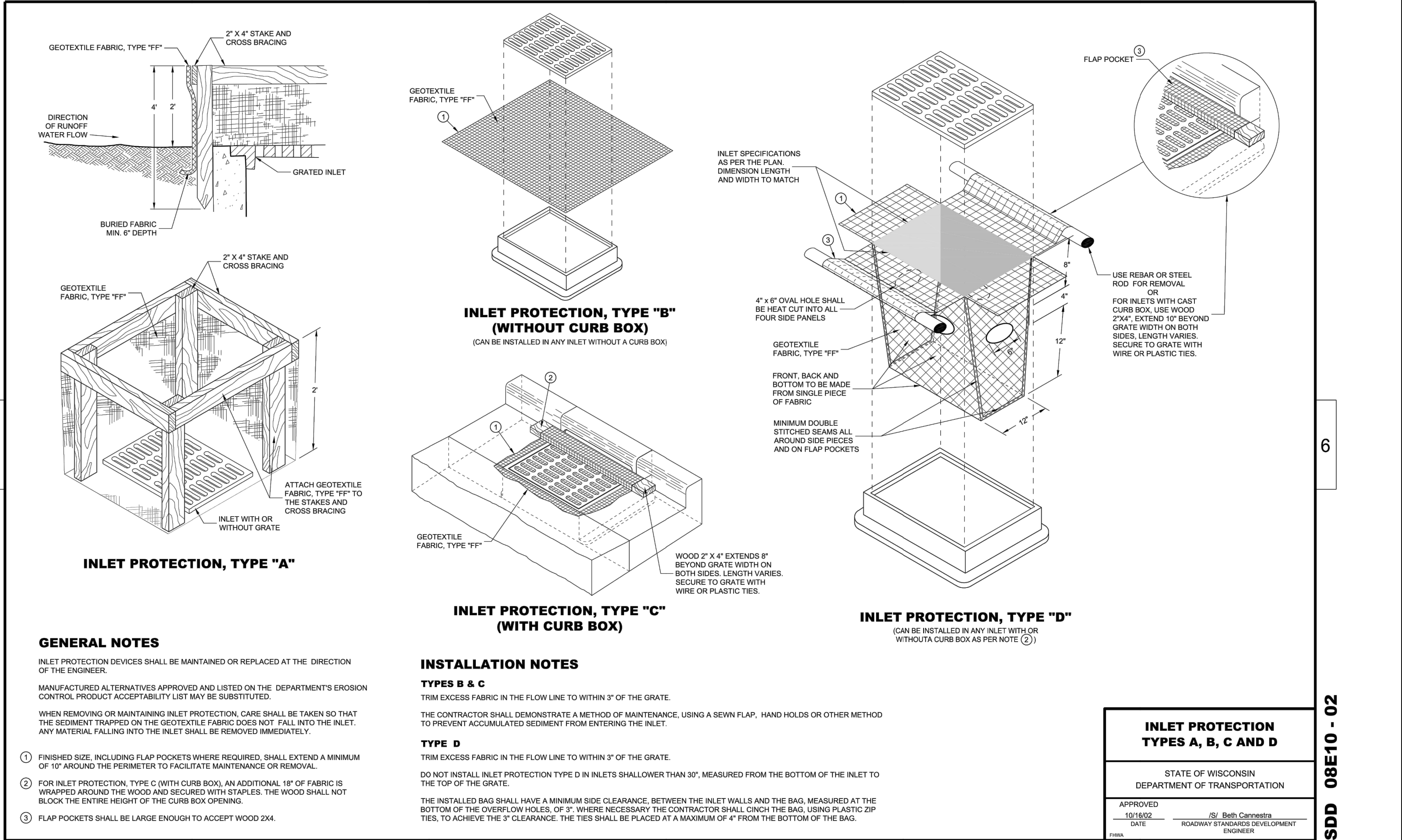
STANDARD SPECIFICATIONS: PERFORM ALL WORK IN ACCORDANCE WITH THE PROVISIONS OF "STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN", MOST RECENT EDITION, AND "STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION, INCLUDING ALL SUPPLEMENTAL SPECIFICATIONS AND OTHER REVISIONS TO DATE, UNLESS OTHERWISE SPECIFIED IN THE SPECIFICATIONS.

ALL CONTRACTORS SHALL OBTAIN A COPY OF THE VILLAGE OF SAUKVILLE SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION.

#### GENERAL

- THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE MUNICIPALITY FORTY-EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION.
- THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND THE MUNICIPALITY AND/OR THEIR AGENTS, ETC. FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK IN THIS PROJECT.
- SITE SAFETY SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- THE BIDDER WILL BE SOLELY RESPONSIBLE FOR DETERMINING QUANTITIES AND SHALL STATE SUCH QUANTITIES IN THEIR PROPOSAL. THE CONTRACTOR SHALL BASE THEIR BID ON THEIR OWN ESTIMATE OF THE WORK REQUIRED AND SHALL NOT RELY ON THE ENGINEER'S ESTIMATE.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. A GEOTECHNICAL REPORT IS AVAILABLE FROM THE OWNER. THE CONTRACTOR SHALL ABIDE BY THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- THE CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL COMPARE FIELD CONDITIONS WITH DRAWINGS.
- THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS REQUIRED FOR EXECUTION OF THE WORK. THE CONTRACTOR SHALL CONDUCT THEIR WORK ACCORDING TO THE REQUIREMENTS OF THE PERMITS.
- THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY INFORMATION SHOWN ON THE PLANS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL CALL DIGGERS HOTLINE AT 1-800-242-8511 TO NOTIFY THE UTILITIES OF THEIR INTENTIONS, AND TO REQUEST FIELD STAKING OF EXISTING UTILITIES.
- CONTRACTOR IS ADVISED THAT ALL MUD AND DEBRIS MUST NOT BE DEPOSITED ONTO THE ADJACENT ROADWAYS PER THE REQUIREMENT OF THE MUNICIPALITY OR OTHER APPROPRIATE GOVERNMENT AGENCIES.
- ANY ADJACENT PROPERTIES OR ROAD RIGHT-OF-WAYS WHICH ARE DAMAGED DURING CONSTRUCTION MUST BE RESTORED BY THE CONTRACTOR. THE COST OF THE RESTORATION IS CONSIDERED INCIDENTAL AND SHOULD BE INCLUDED IN THE BID PRICES.

#### SDD 08E10 Inlet Protection, Types A, B, C and D



| SEH Project | 170026 | Rev.# |  | Revision Issue Description | Date | Rev.# |  | Revision Issue Description | Date |
|-------------|--------|-------|--|----------------------------|------|-------|--|----------------------------|------|
| Drawn By    | ZJH    |       |  |                            |      |       |  |                            |      |
| Designed By | BK     |       |  |                            |      |       |  |                            |      |
| Checked By  | MPC    |       |  |                            |      |       |  |                            |      |

NOTE: THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CIASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

THE CONTRACTOR SHALL CALL THE STATE ONE CALL SYSTEM AT 811 BEFORE COMMENCING EXCAVATION.

811 Know what's below. Call before you dig.

THE OAKS OF JACKSON  
VILLAGE OF JACKSON, WI, WI

TITLE & DETAILS  
DETAILS



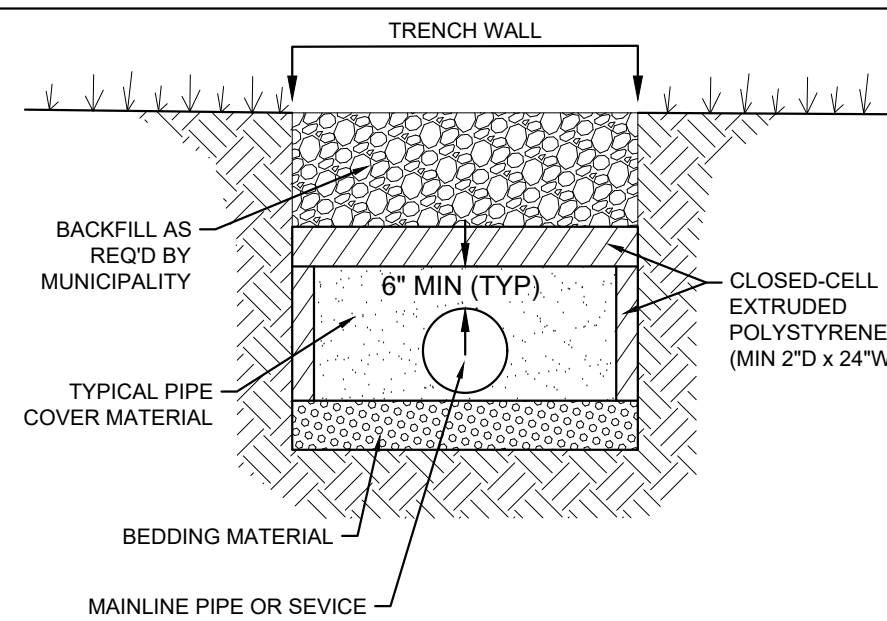
**Figure # SEWAB  
Tracer Wire Access Box**

ABS shaft conforms to:  
ASTM specification D-1785  
Country of Origin: USA

Compliance certified for:  
Sananton Water District  
Latest revision: October 2002

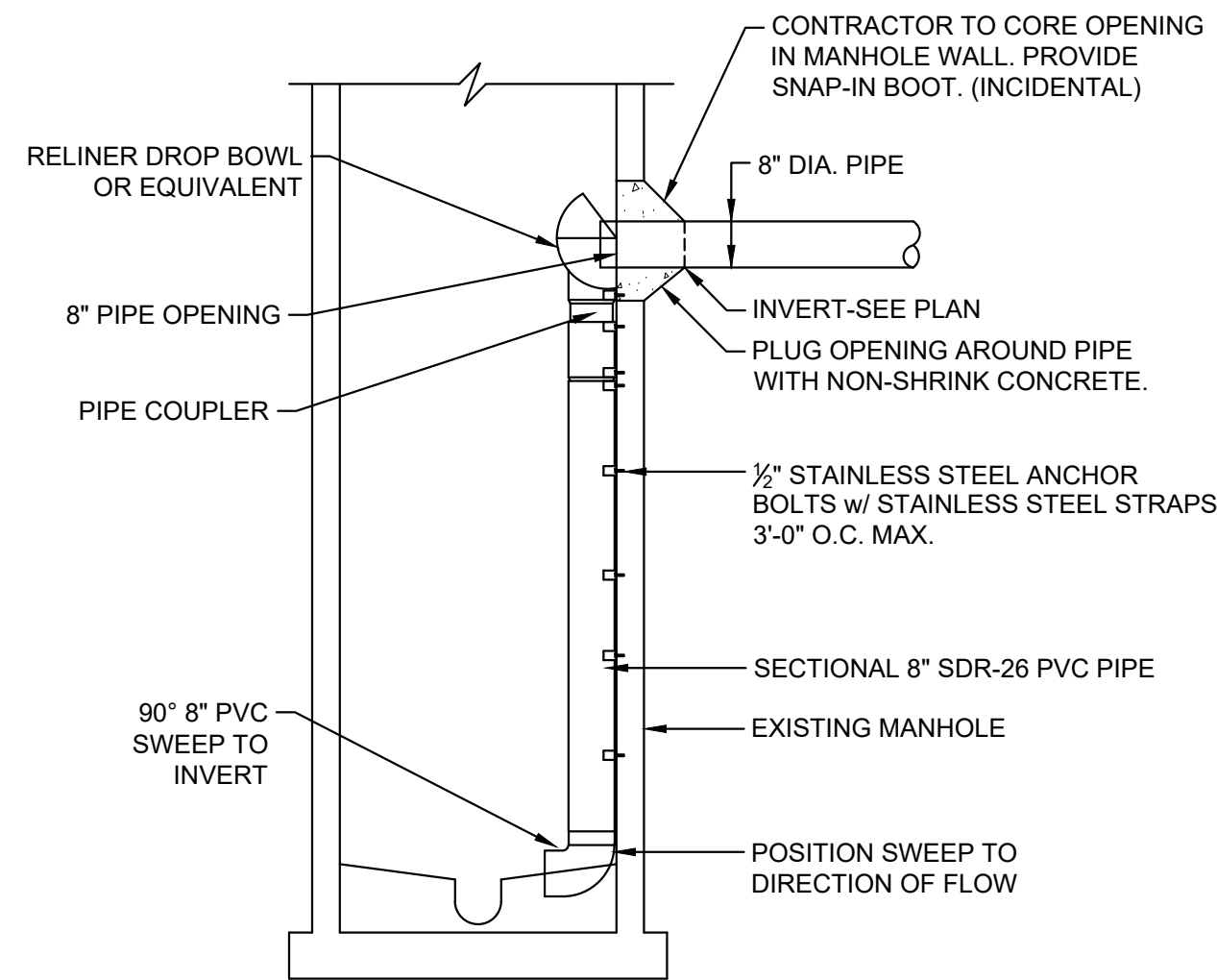
C.E. Test Services - Valves, Inc.

C.P. Test Services - VALVCO, Inc.  
Sales Office  
P.O. Box 366, New Berlinville, PA 19545  
Toll Free: 888-482-5826



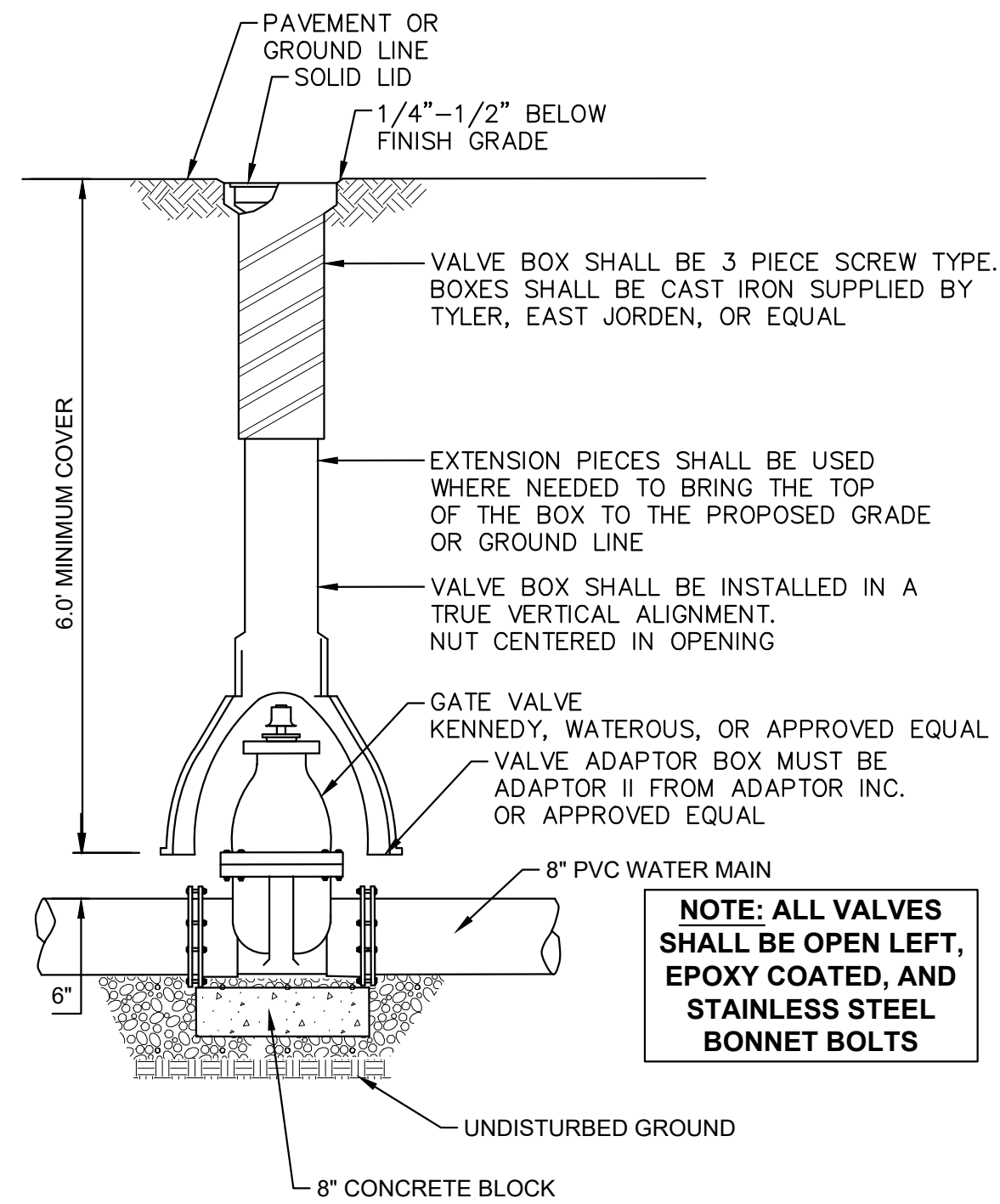
- NOTES:
1. INSULATION MUST BE REINSTALLED AFTER WATER SERVICE CONNECTION
  2. INSULATION BOARD SEAMS MUST BE STAGGERED.

## NTS



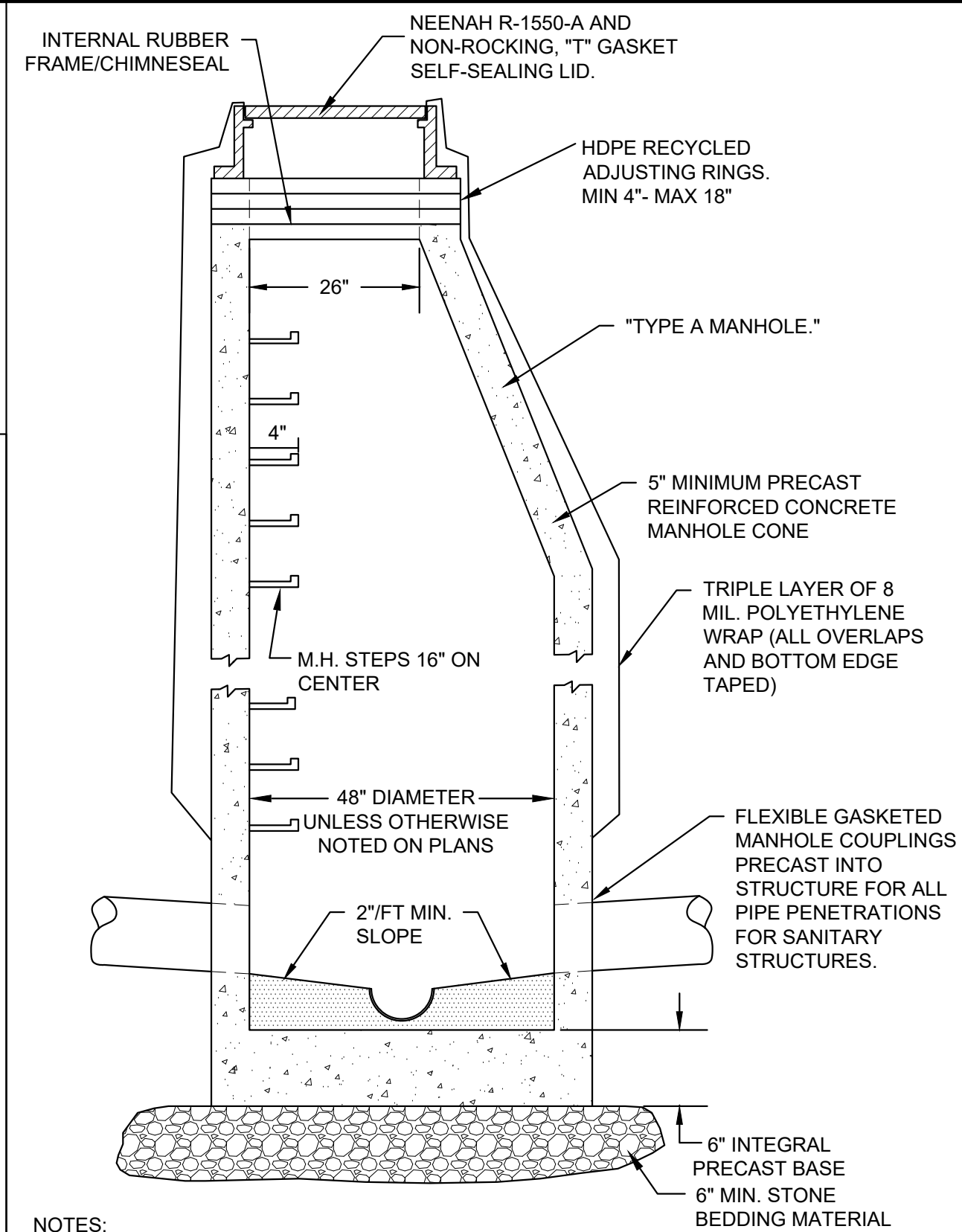
NOTES:  
DO NOT DRILL WITHIN 8" ABOVE OR BELOW THE MANHOLE JOINT

## NTS



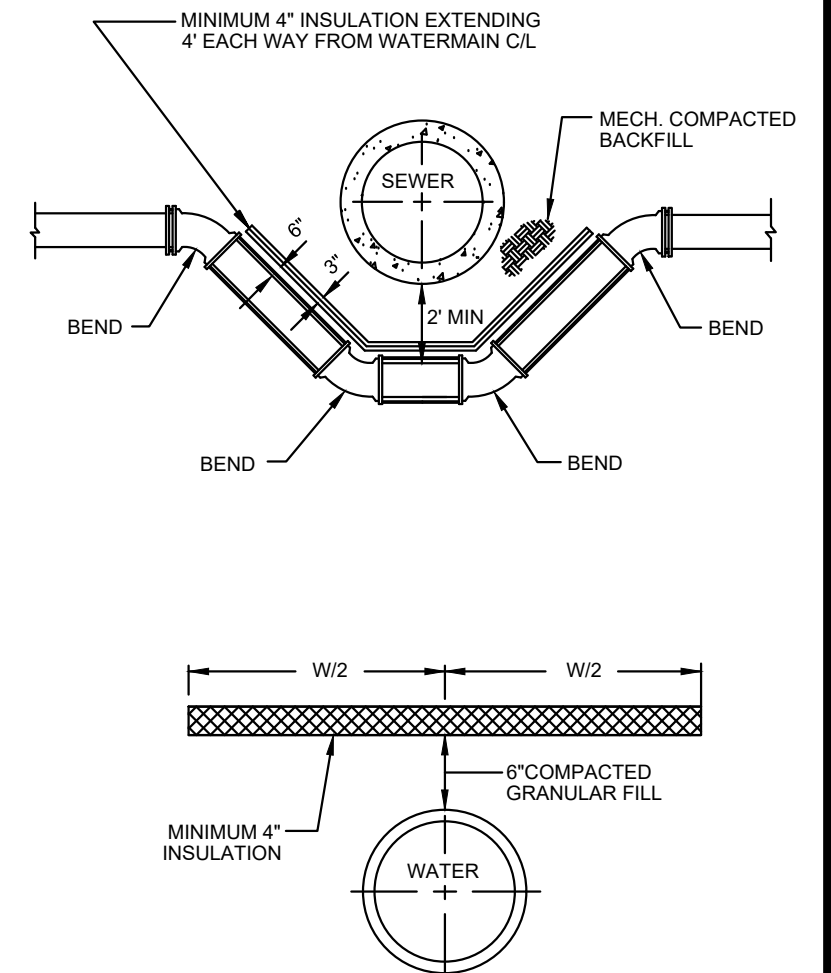
**NOTE: ALL VALVES  
SHALL BE OPEN LEFT,  
EPOXY COATED, AND  
STAINLESS STEEL  
BONNET BOLTS**

## NTS



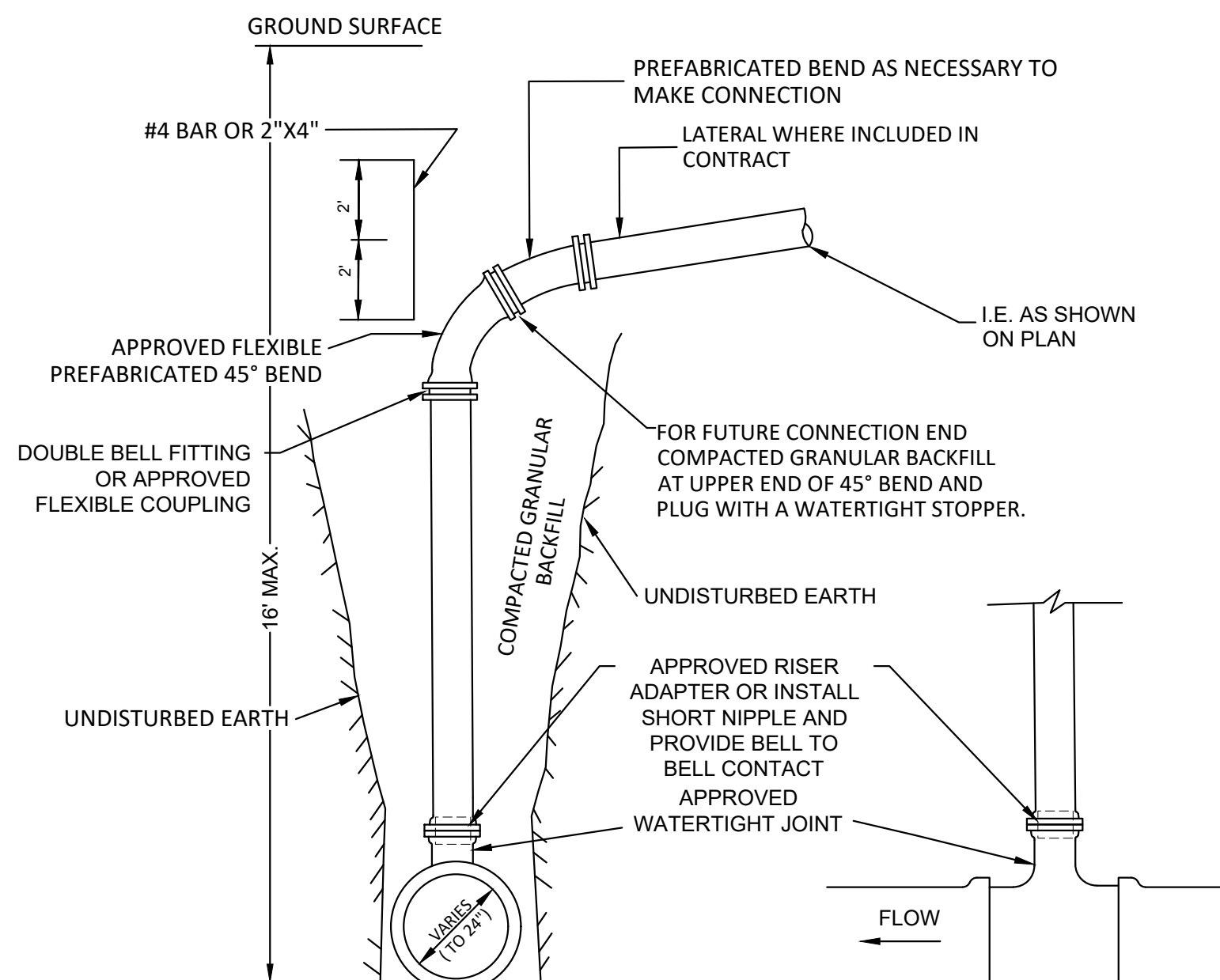
- | NOTES:                                                                                                                                                                                                                                                        | BEDDING MATERIAL |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1. FLEXIBLE WATERTIGHT PIPE TO MANHOLE SEAL IS REQUIRED FOR ALL FLEXIBLE SANITARY SEWER CONNECTIONS. ALL ANNULAR SPACE BETWEEN THE PIPE AND MANHOLE SHALL BE FILLED WITH FLEXIBLE BUTYL RUBBER GASKET MATERIAL PRIOR TO POURING THE MANHOLE INVERT AND BENCH. |                  |
| 2. "RAMNEK", KENT SEAL OR APPROVED EQUAL SHALL BE USED FOR JOINTING PRE-CAST MANHOLE SECTIONS.                                                                                                                                                                |                  |

## NTS

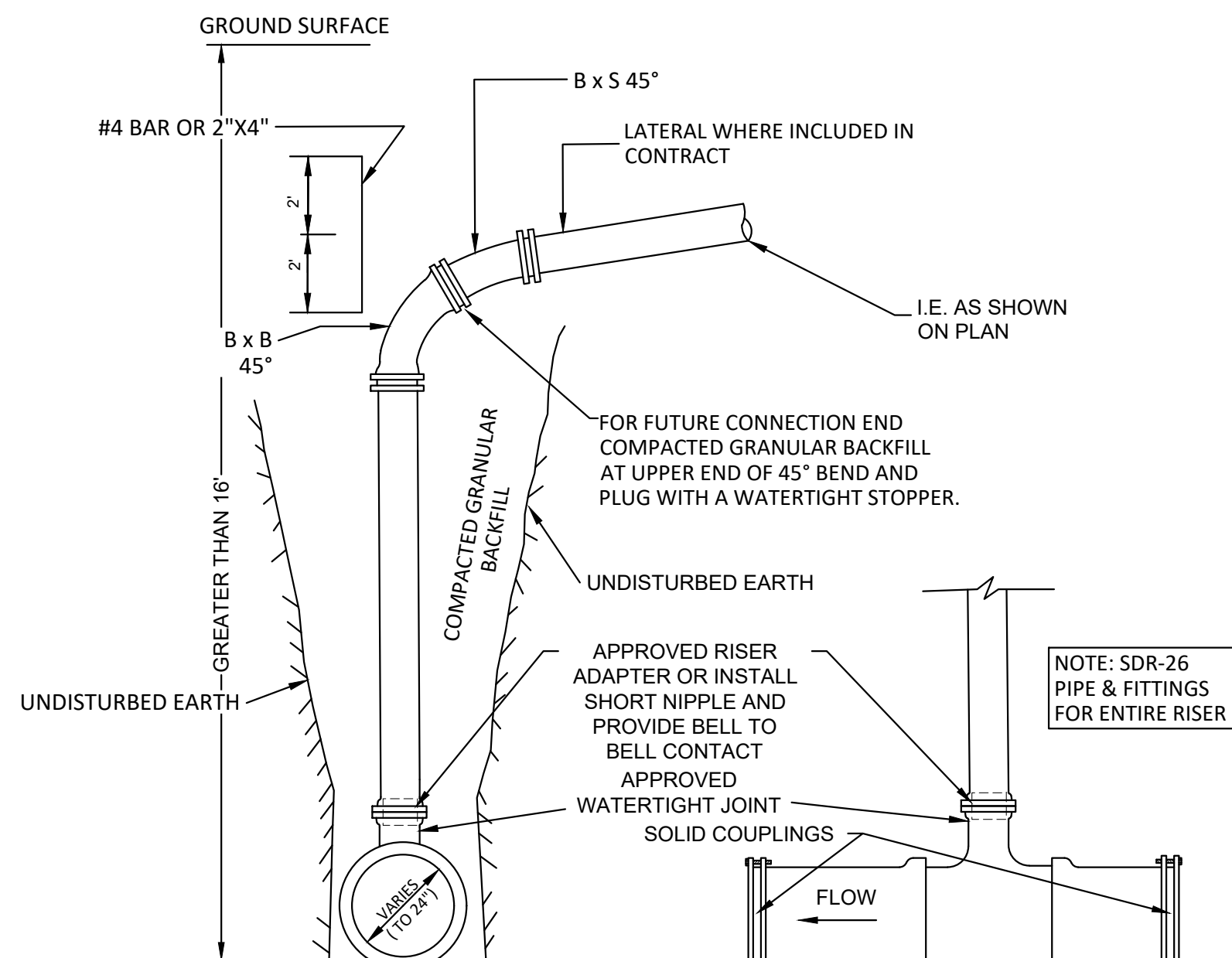


|                                                                                                                                                           |                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| ALL JOINTS SHALL BE MECHANICAL TYPE WITH MEGA-LUG, FIELD LOCK JOINTS. PROVIDE CONDUCTIVITY STRAPS ACROSS ALL JOINTS AND VALVES, INCLUDING BENDS, SLEEVES. | LOWER WATER MAIN ITEM INCLUDES ALL CUTS, FITTINGS, FIELD LOCK JOINTS, LOWERING, AND INSULATION |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|

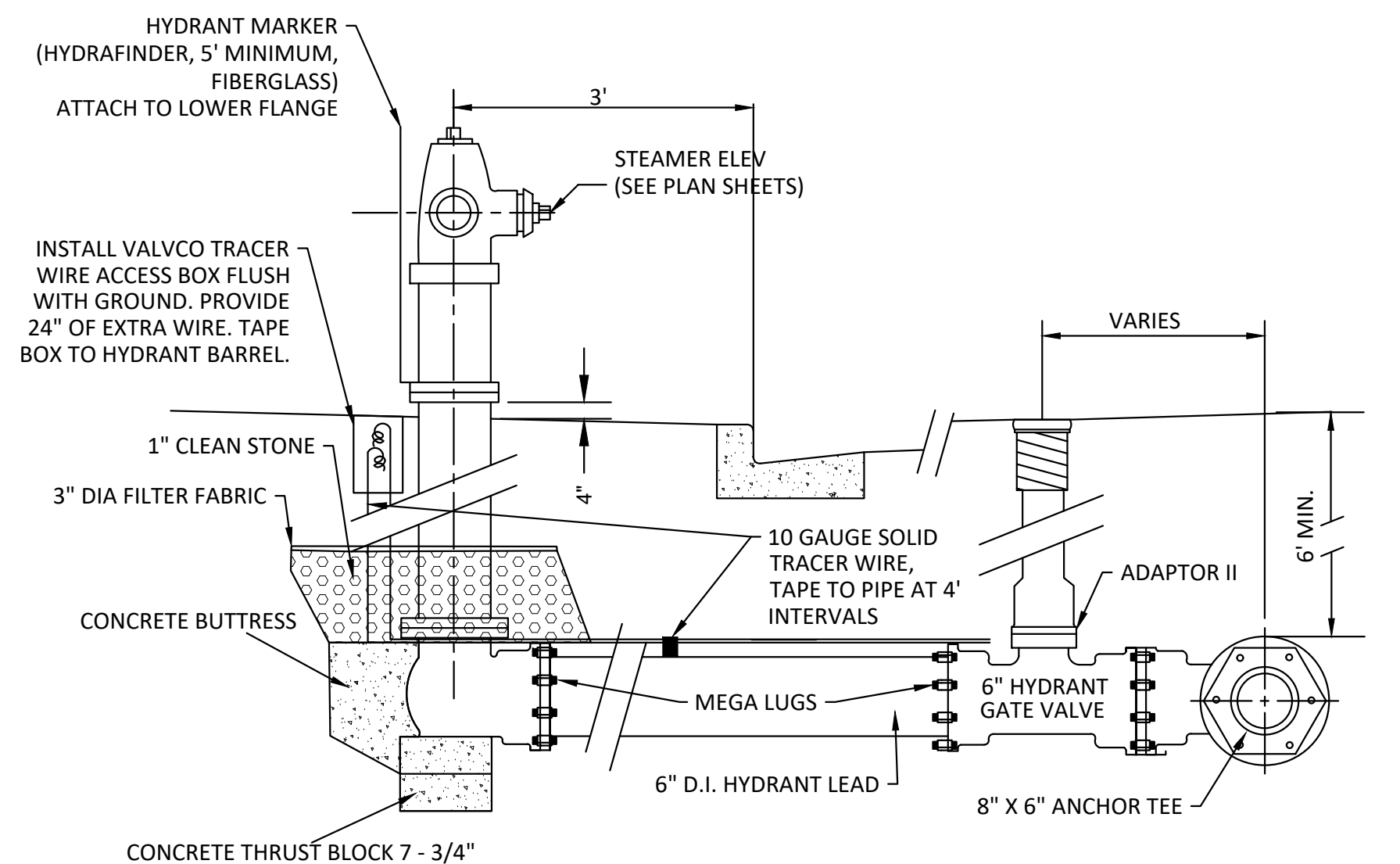
## NTS



## NTS



NOTE: SDR-26  
PIPE & FITTINGS  
FOR ENTIRE RISER



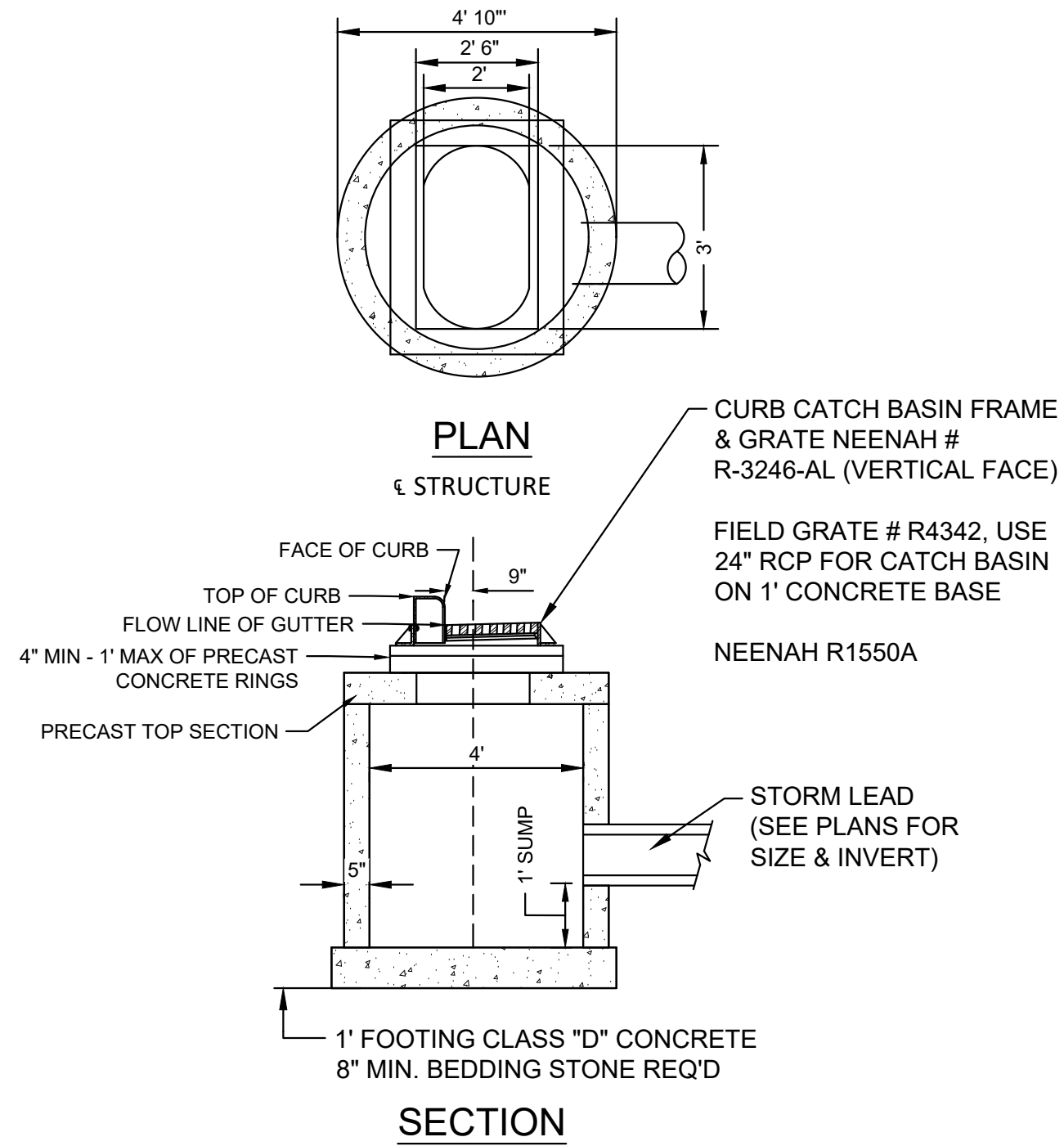
- NOTES:
1. HYDRANT SHALL BE WATEROUS PACER OR MUELLER CENTURION.
  2. RODDING OF HYDRANT MAY BE REQUIRED IF SOILS ARE UNSUITABLE.
  3. ENCASE ENTIRE BRANCH AND VALVE IN POLYETHYLENE WRAP.

**NTS**



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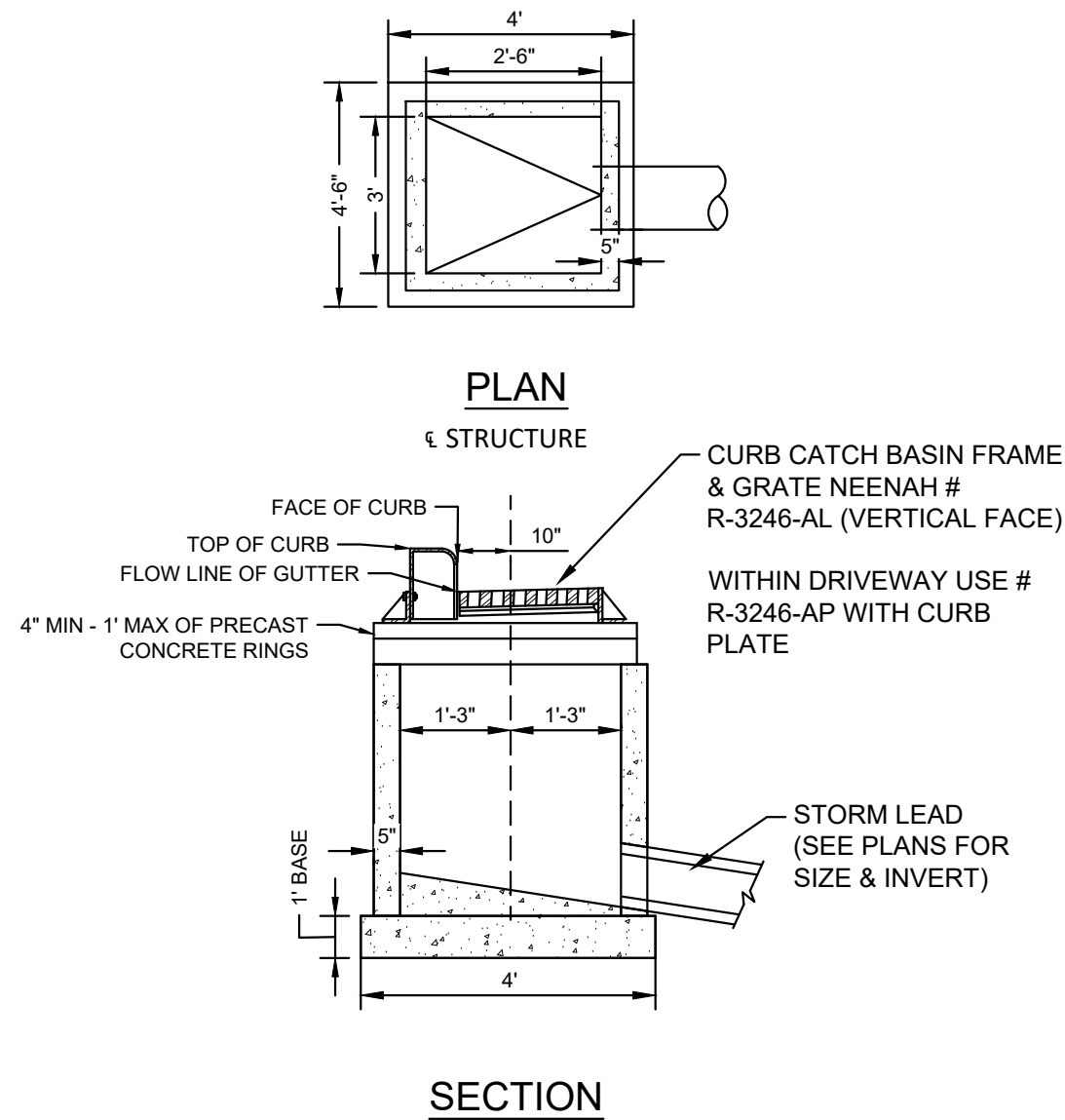
- NOTES:
1. USE 4" RINGS FOR MORE THAN 5" OF ADJUSTMENT.
  2. BACKFILL SHAL BE 1" CRUSHED STONE CHIPS.



### STORM MANHOLE/ CATCH BASIN DETAIL

NTS

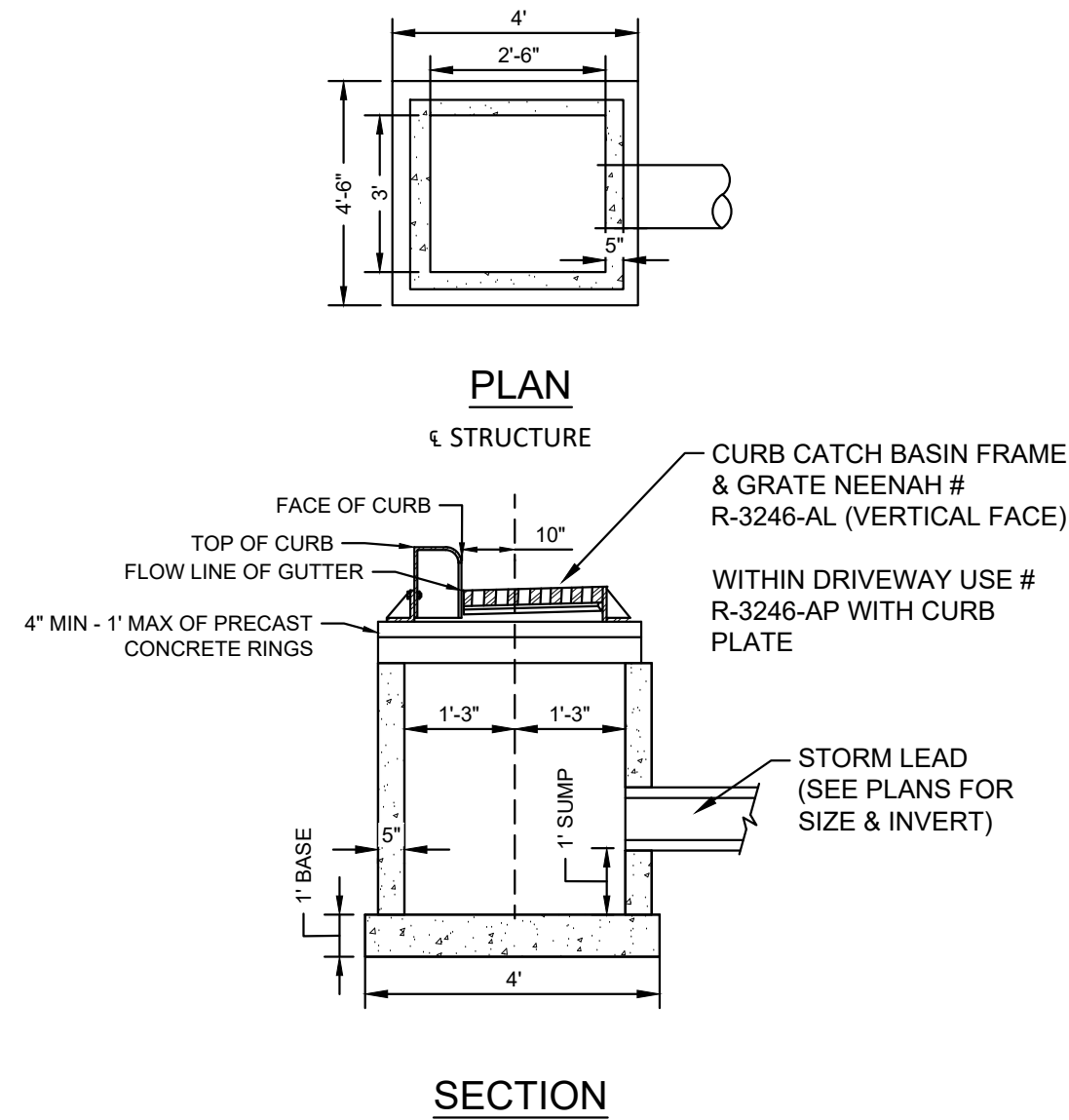
- NOTES:
1. USE 4" RINGS FOR MORE THAN 5" OF ADJUSTMENT.
  2. BACKFILL SHAL BE 3/4"-1" CRUSHED STONE CHIPS.



### TYPICAL STORM INLET DETAIL

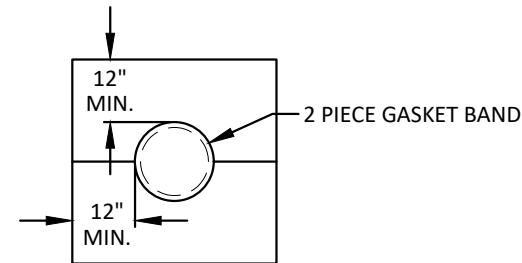
NTS

- NOTES:
1. USE 4" RINGS FOR MORE THAN 5" OF ADJUSTMENT.
  2. BACKFILL SHAL BE 3/4"-1" CRUSHED STONE CHIPS.



### TYPICAL STORM CATCH BASIN DETAIL

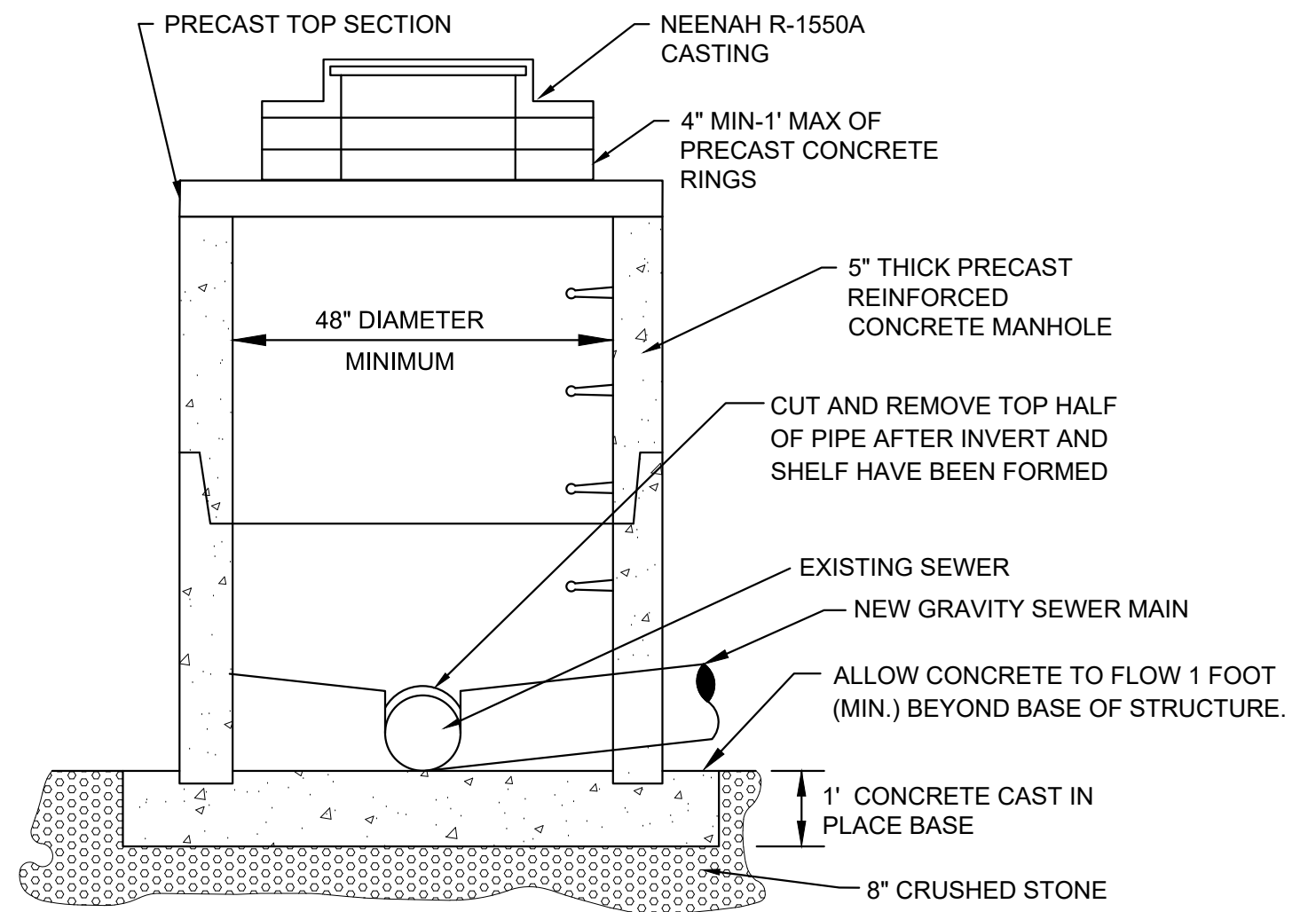
NTS



- NOTES:
- ANTI-SEEP COLLARS SHALL HAVE A MINIMUM OF 12" PROJECTION FROM THE PIPE OUTSIDE DIAMETER AND SHALL BE SPACED AT AN INTERVAL NOT TO EXCEED 14 TIMES THE PROJECTION. COLLARS SHALL NOT BE PLACED CLOSER THAN WITHIN 2' OF A PIPE JOINT.

### ANTI-SEEP COLLAR DETAIL

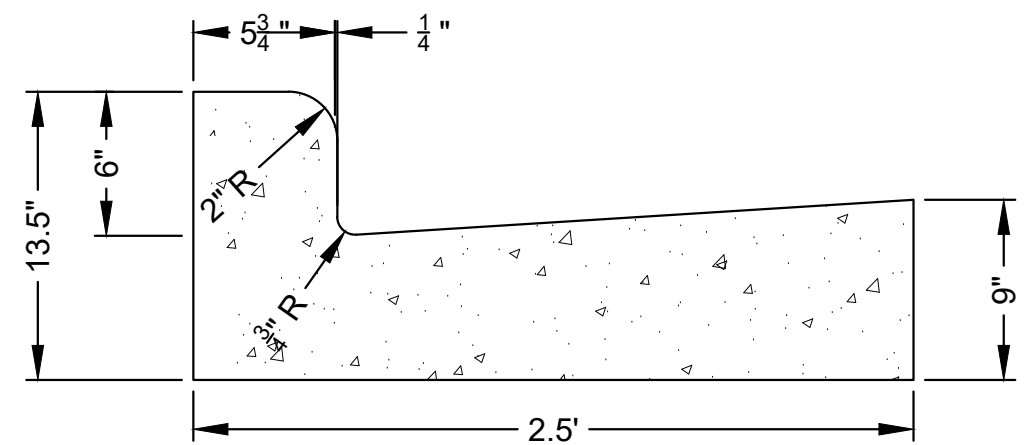
NTS



- NOTES:
1. ANNULUS BETWEEN EXISTING SEWER LINE AND DOGHOUSE CUTOOUT SHALL BE GROUTED WITH BITUMASTIC SEALER.
  2. TUCK POINT MORTAR INTO ANNULAR CRACK AND BACKPLASTERED INSIDE AND OUTSIDE OF ALL JOINTS.
  3. EZ-STICK RUBBER GASKET OR APPROVED EQUAL SHALL BE PLACED AT ALL JOINTS BETWEEN ADJUSTING RINGS.
  4. MEET REQUIREMENTS OF ASTM C478.
  5. CLEAN UNDERSIDE OF ADJUSTING RINGS OR CAST IRON FRAME AND SET IN PLACE.
  6. CONSTRUCT BENCH AND INVERT TO ALLOW SMOOTH TRANSITION OF FLOW FROM NEW SEWER TO EXISTING SEWER.

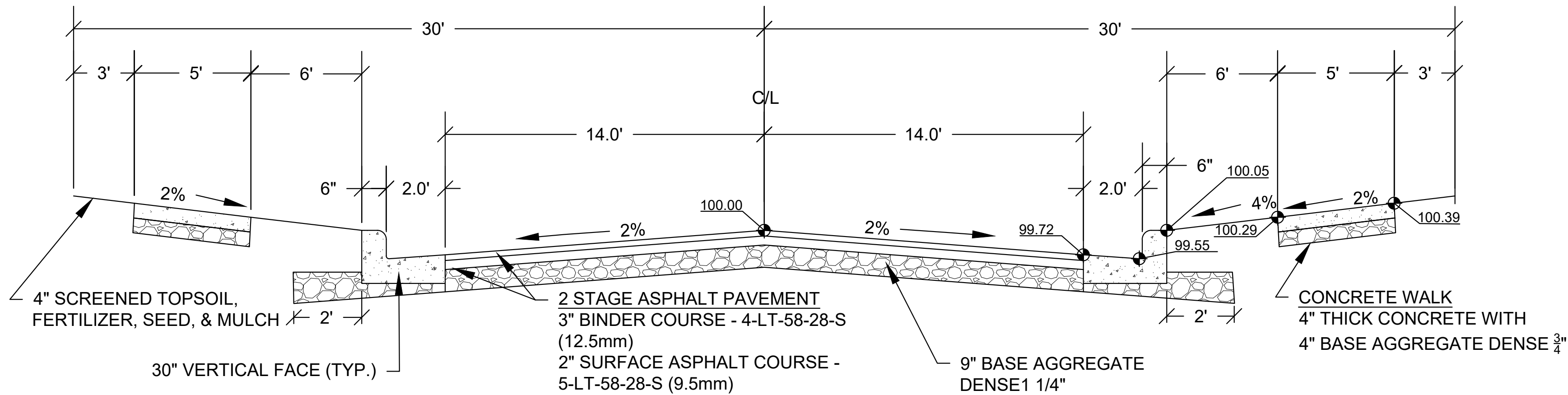
### DOGHOUSE STORM MANHOLE DETAIL

NTS



### 30" VERTICAL FACE CONCRETE CURB & GUTTER DETAIL

NTS



### TYPICAL ROAD CROSS SECTION

NTS

DATE: 2/2/2023 11:17 AM

SEH Project 170026  
Drawn By ZJH  
Designed By BK  
Checked By MPC

Rev.# Revision Issue Description Date

Rev.# Revision Issue Description Date



NOTE:  
THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CHASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

THE CONTRACTOR SHALL CALL THE STATE ONE CALL SYSTEM AT 811 BEFORE COMMENCING EXCAVATION.



THE OAKS OF JACKSON  
VILLAGE OF JACKSON, WI, WI

TITLE & DETAILS  
DETAILS

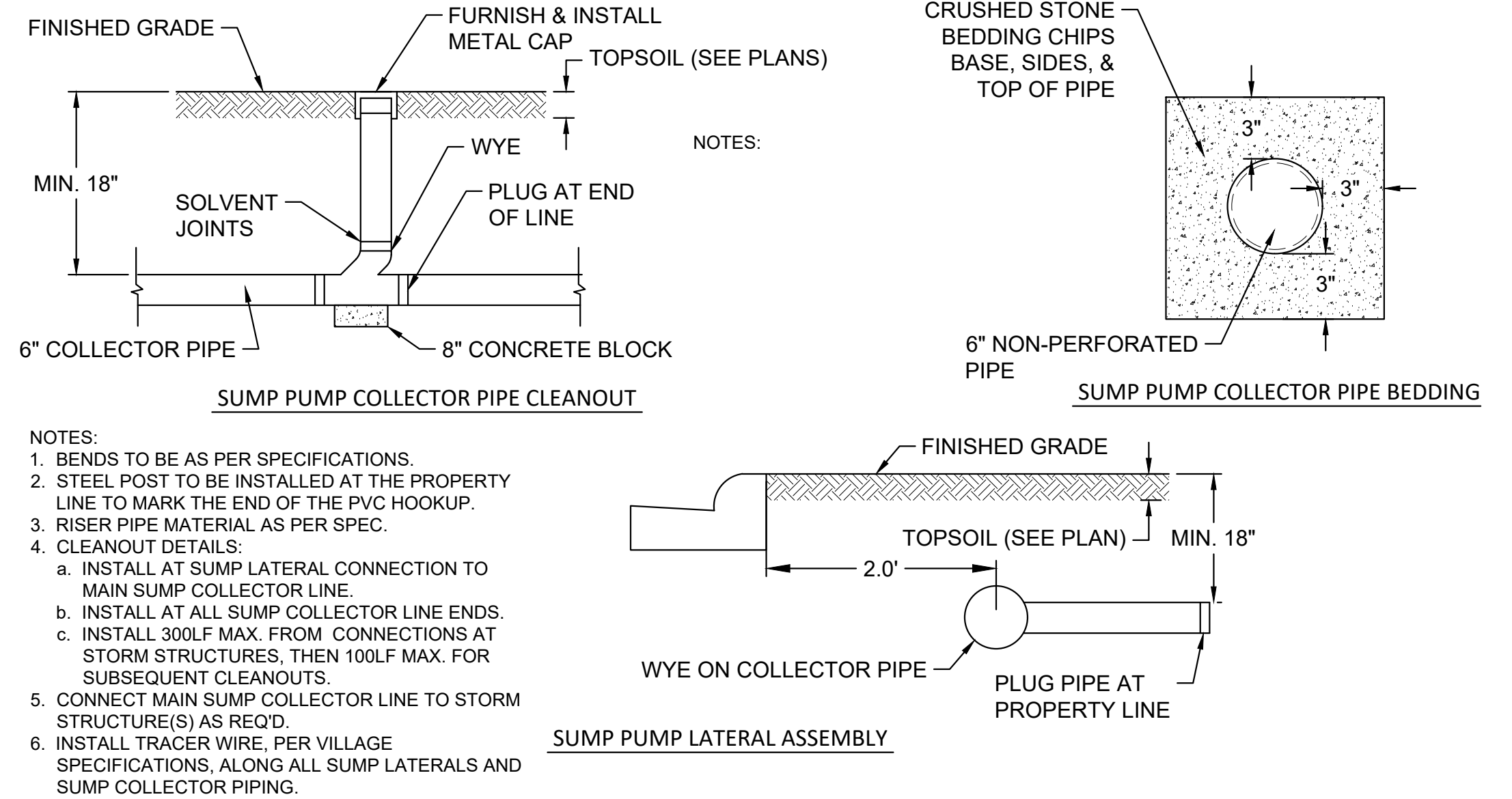
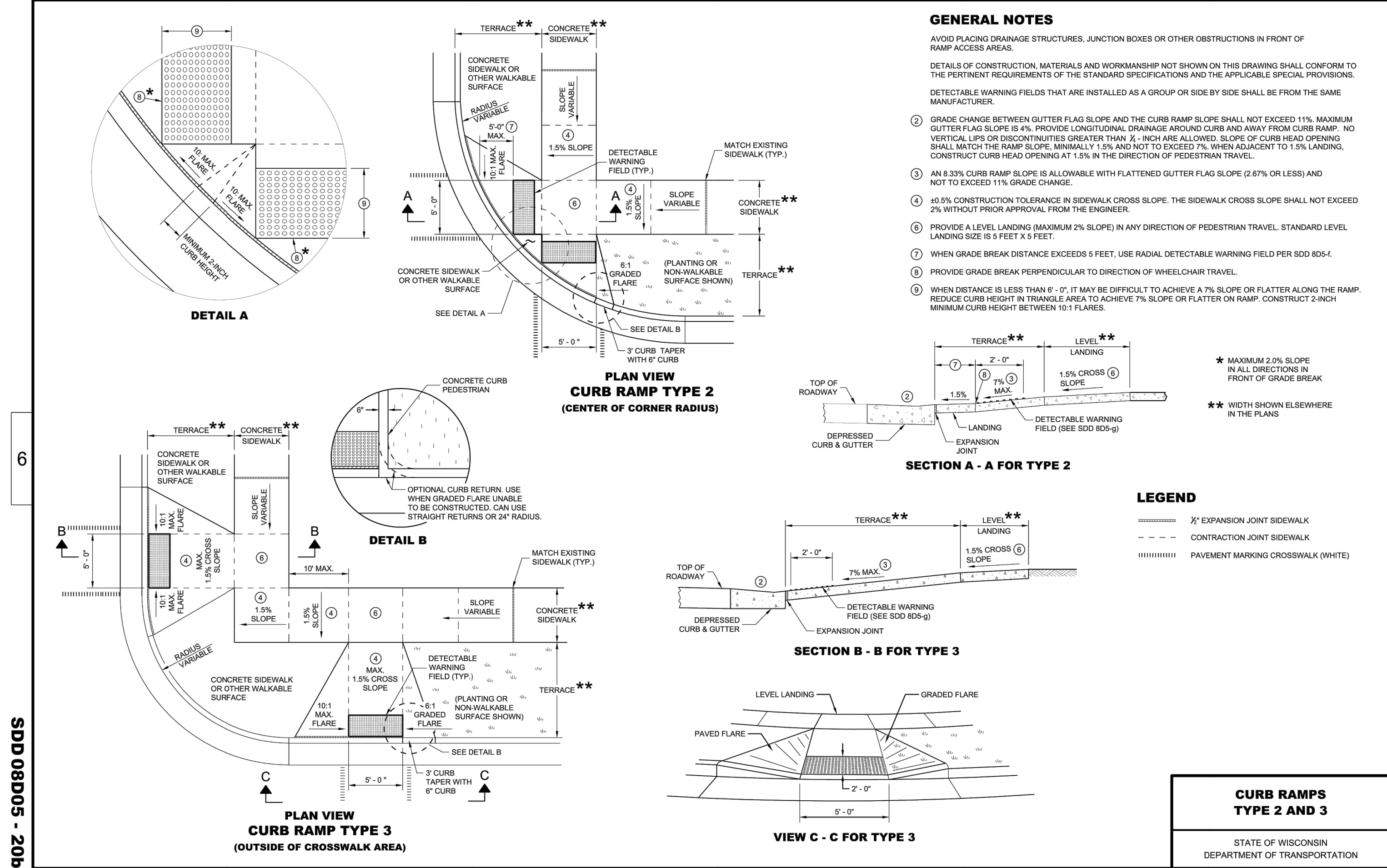
4  
of 17



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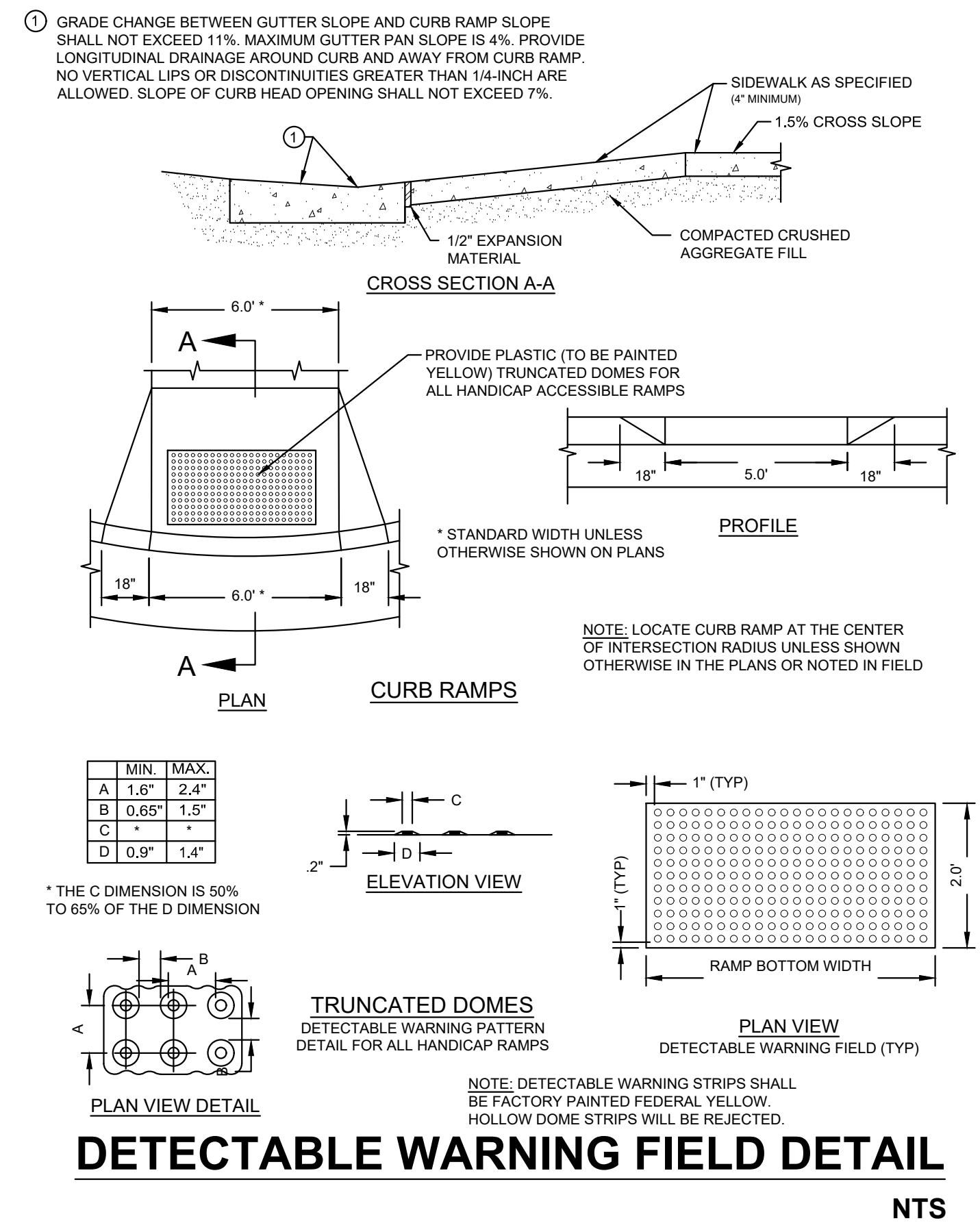


## SDD 08D05-b Curb Ramps Types 2 and 3



## SUMP PUMP COLLECTOR PIPE CLEANOUT AND LATERAL ASSEMBLY DETAIL

NTS



| SEH Project | 170026 | Rev.# | Revision Issue Description | Date | Rev.# | Revision Issue Description | Date |
|-------------|--------|-------|----------------------------|------|-------|----------------------------|------|
| Drawn By    | ZJH    |       |                            |      |       |                            |      |
| Designed By | BK     |       |                            |      |       |                            |      |
| Checked By  | MPC    |       |                            |      |       |                            |      |



**NOTE:** THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CIASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

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Know what's below.  
Call before you dig.

THE OAKS OF JACKSON  
VILLAGE OF JACKSON, WI, WI

TITLE & DETAILS  
DETAILS

5

of 17

DATE: 2/2/2023 11:17 AM



EROSION CONTROL NOTES:

1. POST WDNR CERTIFICATE OF PERMIT COVERAGE ON-SITE AND MAINTAIN UNTIL CONSTRUCTION ACTIVITIES HAVE CEASED, AND THE SITE IS STABILIZED.
2. KEEP A COPY OF THE CURRENT EROSION CONTROL PLAN ON SITE THROUGHOUT THE DURATION OF THE PROJECT.
3. SUBMIT PLAN REVISIONS OR AMENDMENTS TO THE WDNR AT LEAST 5 DAYS PRIOR TO FIELD IMPLEMENTATION.
4. PERMIT HOLDER IS RESPONSIBLE FOR ROUTINE SITE INSPECTIONS AT LEAST ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 1/2" OR GREATER. CORRECT ANY DAMAGED STRUCTURES IMMEDIATELY. KEEP INSPECTION REPORTS ON-SITE AND MAKE THEM AVAILABLE UPON REQUEST.
5. WHEN POSSIBLE: PRESERVE EXISTING VEGETATION, MINIMIZE LAND-DISTURBING CONSTRUCTION ACTIVITY ON SLOPES OF 20% OR MORE, MINIMIZE SOIL COMPACTION, AND PRESERVE TOPSOIL.
6. CONSTRUCT AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH THE "WDNR STORMWATER CONSTRUCTION AND POST-CONSTRUCTION TECHNICAL STANDARDS".

7. EROSION CONTROL MEASURES MAY NEED TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION.
8. INSPECT AND MAINTAIN ALL EROSION CONTROL MEASURES UNTIL THE AREA(S) SERVED HAVE 80% OR MORE ESTABLISHED VEGETATIVE COVER AS DETERMINED BY THE ENGINEER.
9. INSTALL PERIMETER EROSION CONTROLS AND TRACKING PAD(S) PRIOR TO ANY LAND-DISTURBING ACTIVITIES, INCLUDING CLEARING AND GRUBBING. USE WDNR TECHNICAL STANDARD #1057 FOR CONSTRUCTION ENTRANCE(S).
10. SWEEP/CLEAN UP ALL SEDIMENT/TRASH THAT MOVES OFF-SITE DUE TO CONSTRUCTION ACTIVITY OR STORM EVENTS BEFORE THE END OF THE SAME WORKDAY OR AS DIRECTED. SEPARATE SWEEPED MATERIALS (SOILS AND TRASH) AND DISPOSE OF APPROPRIATELY. CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST PER WDNR TECHNICAL STANDARD #1068.
11. PROPERLY DISPOSE OF ALL WASTE AND UNUSED BUILDING MATERIALS (INCLUDING GARBAGE, DEBRIS, CLEANING WASTES, OR OTHER CONSTRUCTION MATERIALS) AND DO NOT ALLOW THESE MATERIALS TO BE CARRIED OFF-SITE.
12. CONTRACTOR TO COORDINATE WITH MUNICIPALITY TO UPDATE THE LAND DISTURBANCE PERMIT TO INDICATE THE ANTICIPATED OR LIKELY DISPOSAL LOCATION(S) FOR ANY EXCAVATED SOILS AND/OR CONSTRUCTION DEBRIS THAT WILL BE HAULED OFF-SITE FOR DISPOSAL. THE DEPOSITED OR STOCKPILED MATERIAL NEEDS TO INCLUDE PERIMETER SEDIMENT CONTROL MEASURES (SUCH AS SILT FENCE, HAY BALES, FILTER SOCKS, OR COMPACTED EARTHEN BERMS).

13. INSTALL INLET PROTECTION PRIOR TO LAND-DISTURBING ACTIVITIES IN THE CONTRIBUTING DRAINAGE AREA(S) AND/OR IMMEDIATELY UPON INLET INSTALLATION. COMPLY WITH WDNR TECHNICAL STANDARD #1060.
14. STAGE CONSTRUCTION GRADING ACTIVITIES TO MINIMIZE THE CUMULATIVE EXPOSED AREA. CONDUCT TEMPORARY GRADING FOR EROSION CONTROL PER WDNR TECHNICAL STANDARD #1067.
15. COMPLETE AND STABILIZE SEDIMENT BASIN(S)/TRAP(S) OR WET PONDS PRIOR TO MASS LAND DISTURBANCE TO CONTROL RUNOFF DURING CONSTRUCTION. REMOVE SEDIMENT AS NEEDED TO MAINTAIN 3 FEET OF DEPTH TO THE OUTLET, AND PROPERLY DISPOSE OF SEDIMENT REMOVED DURING MAINTENANCE (REFER TO NR 528). CONSTRUCT AND MAINTAIN SEDIMENT BASIN(S)/TRAP(S) PER WDNR TECHNICAL STANDARD #1063.
16. INSTALL AND MAINTAIN SILT FENCING PER WDNR TECHNICAL STANDARD #1056. REMOVE SEDIMENT FROM BEHIND SILT FENCES AND SEDIMENT BARRIERS BEFORE SEDIMENT REACHES A DEPTH THAT IS EQUAL TO ONE HALF OF THE CONTROL PRACTICE'S HEIGHT. REPAIR BREAKS AND GAPS IN SILT FENCES AND BARRIERS IMMEDIATELY.
17. INSTALL AND MAINTAIN FILTER SOCKS IN ACCORDANCE WITH WDNR TECHNICAL STANDARD #1071.
18. ALL SIDE SLOPES 5:1 OR STEEPER SHALL BE RESTORED WITH CLASS I - TYPE 'A' EROSION MATTING, AND ALL AREAS OF CONCENTRATED FLOW SHALL BE RESTORED WITH CLASS II - TYPE 'B' CHANNEL MATTING. INSTALL AND MAINTAIN PER WDNR TECHNICAL STANDARDS #1062 AND #1063.

19. ALL SLOPES PROTECTED ONLY BY SILT FENCE MUST BE FULLY RESTORED WITHIN 30 DAYS OF DISTURBANCE.
20. STABILIZE ALL NON-ACTIVE STOCKPILES WITH TEMPORARY SEED & MULCH WITHIN 7 DAYS OF INACTIVITY AND/OR WITHIN 30 DAYS OF LAYUP. INSTALL SILT FENCING AROUND ALL DOWN SLOPE AND SIDE SLOPES OF TOPSOIL STOCKPILES. STOCKPILES NOT SHOWING ADEQUATE VEGETATION BY NOV 1 SHOULD BE DORMANT SEEDING AND COVERED WITH A WISDOT PAL TYPE A SOIL STABILIZER (FOR SLOPES 3 FEET HORIZONTAL TO 1 FOOT VERTICAL OR FLATTER) OR EROSION CONTROL MAT.
21. ALL DISTURBED AREAS MUST BE STABILIZED WITHIN 7 DAYS OF INACTIVITY. THIS MAY BE DONE USING TEMPORARY AND/OR PREEMINENT RESTORATION TECHNIQUES, DEPENDING ON PROGRESS OF GRADING ACTIVITIES OF THE AREA(S). THIS INCLUDES AREAS OF SITE DEVELOPMENT AND UTILITY CONSTRUCTION.
22. SEDIMENT CONTROL FOR UTILITY CONSTRUCTION
  - a. PLACE EXCAVATED TRENCH MATERIAL ON HIGH SIDE OF THE TRENCH.
  - b. BACKFILL, COMPACT, AND STABILIZE THE TRENCH IMMEDIATELY AFTER UTILITY INSTALLATION.

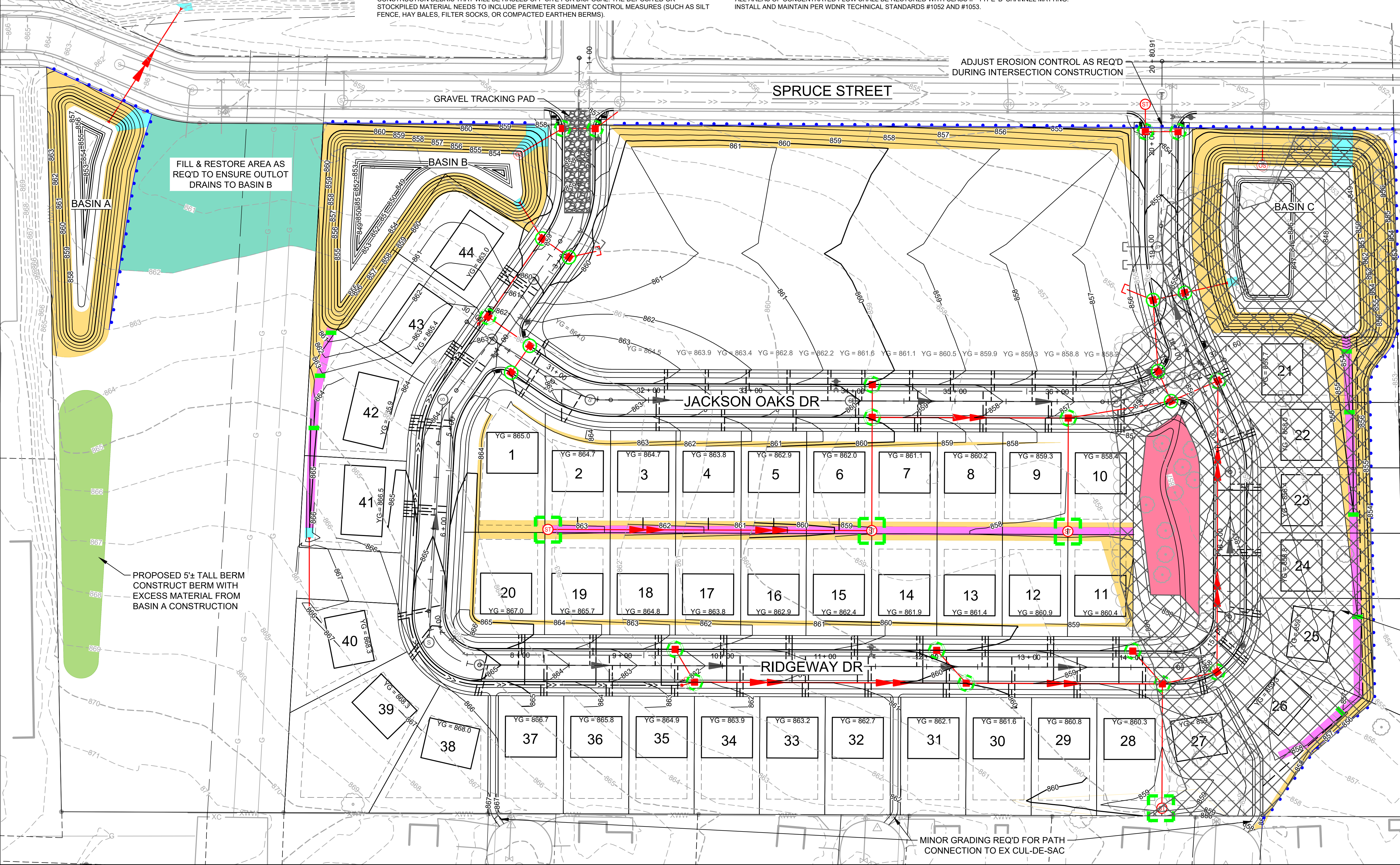
EROSION CONTROL LEGEND  
SEE SHEET C 1.00 FOR DETAILS

- INLET PROTECTION TYPE 'A'
- INLET PROTECTION TYPE 'C'
- INLET PROTECTION TYPE 'D'
- SEDIMENT LOG
- SILT FENCE
- CLASS I - TYPE 'A' ECRM
- CLASS II - TYPE 'B' CHANNEL MATTING
- CLASS III - TYPE 'B' TRM
- TREE PRESERVATION AREA
- CLEAR & GRUB LIMITS

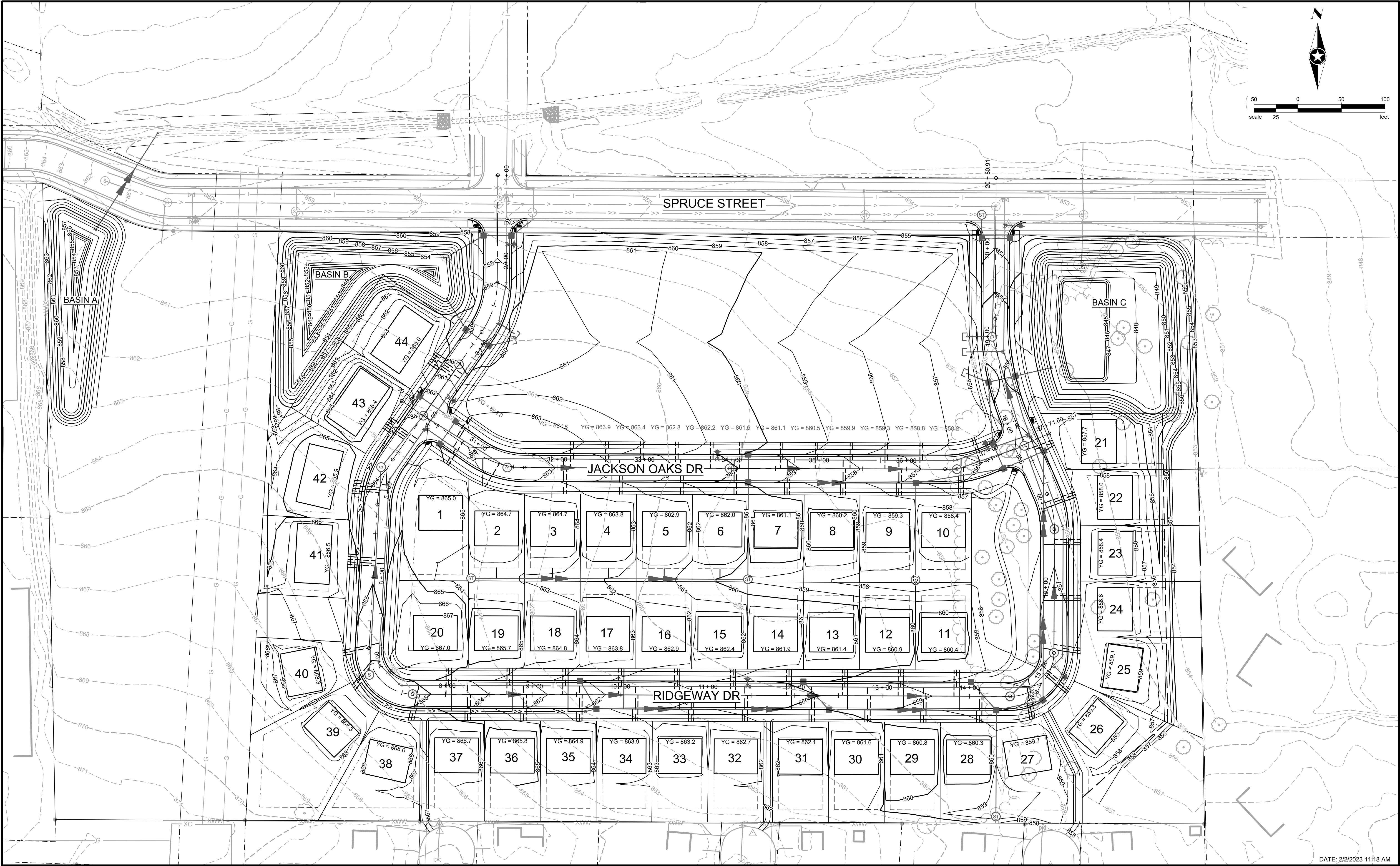
CONSTRUCTION SEQUENCE

1. INSTALL STONE TRACKING PAD.
2. INSTALL SILT FENCE AND CLEAR/GRUB TREES.
3. STRIP AND STOCKPILE TOPSOIL IN THE AREAS OF THE STORMWATER BASINS.
4. CONSTRUCT BASINS. BASIN WET AREAS SHALL BE USED AS SEDIMENT CONTROL DEVICES DURING SITE DEVELOPMENT. DIRECT ALL STORMWATER TO THE WET CELLS DURING CONSTRUCTION. THIS MAY REQUIRE TEMPORARY DIVERSION SWALES / BERMS NOT NECESSARILY SHOWN ON THE PLAN. FULLY RESTORE BASINS AND DIVERSION SWALES IMMEDIATELY AFTER CONSTRUCTION AND PRIOR TO ALL OTHER SITE WORK.
5. STRIP AND STOCKPILE TOPSOIL FROM REMAINDER OF SITE.
6. ROUGH GRADE SITE AND GRADE ROADS TO SUBGRADE. NO MASS GRADING SHALL OCCUR UNTIL THE BASIN AND DIVERSION SWALES ARE IN PLACE AND THEIR RESTORATION MEASURES ARE INSTALLED.
7. INSTALL UTILITIES (INSTALL INLET PROTECTION ON ALL NEWLY CONSTRUCTED STORM SEWER INLETS). NOTE: THIS MAY OCCUR CONCURRENTLY WITH SITE GRADING.
8. INSTALL ROAD BASE AND CONCRETE CURBS. NOTE: THIS MAY OCCUR CONCURRENTLY WITH SITE GRADING.
9. INSTALL FINAL RESTORATION OF ALL DISTURBED AREAS. NOTE: THIS MAY OCCUR CONCURRENTLY WITH SITE GRADING.
10. ALL TEMPORARY EROSION CONTROL MEASURES SHALL REMAIN IN PLACE DURING SITE CONSTRUCTION UNTIL ALL CONTRIBUTING AREAS HAVE ESTABLISHED 80% VEGETATIVE COVER. REMOVE ACCUMULATED SEDIMENT FROM WET CELLS AND RESTORE AS REQUIRED. **NOTE: IT IS THE CONTRACTORS RESPONSIBILITY TO INSURE THAT THE CLAY LINER OF THE WET CELLS ARE NOT DAMAGED WHILE REMOVING ACCUMULATED SEDIMENT.** CONTRACTOR SHALL REPAIR ANY DAMAGE DONE TO SITE DURING REMOVAL OF TEMPORARY EROSION CONTROL MEASURES AND/OR SEDIMENT REMOVAL. SAID REPAIR(S) SHALL BE CONSIDERED INCIDENTAL TO SITE CONSTRUCTION.

MINIMIZE REMOVAL OF QUALITY TREES DURING CLEARING & GRUBBING TO THE AMOUNT PRACTICABLE



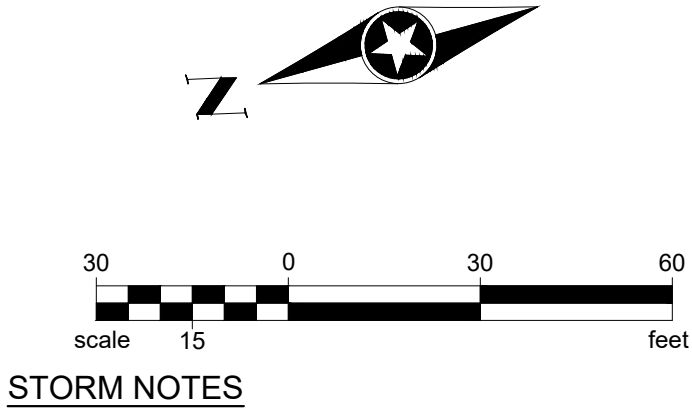
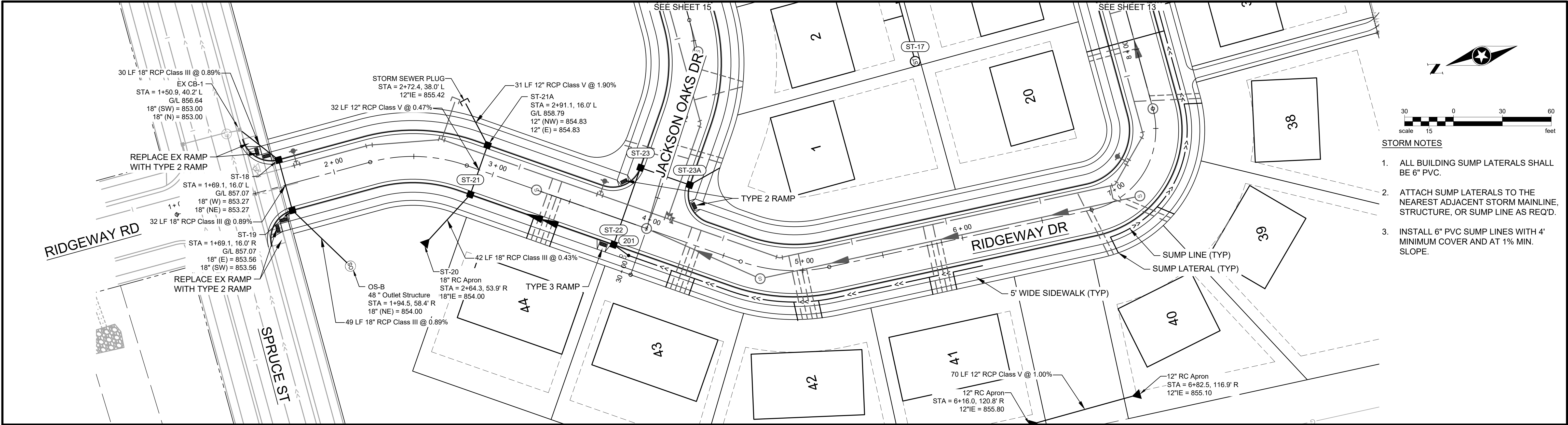




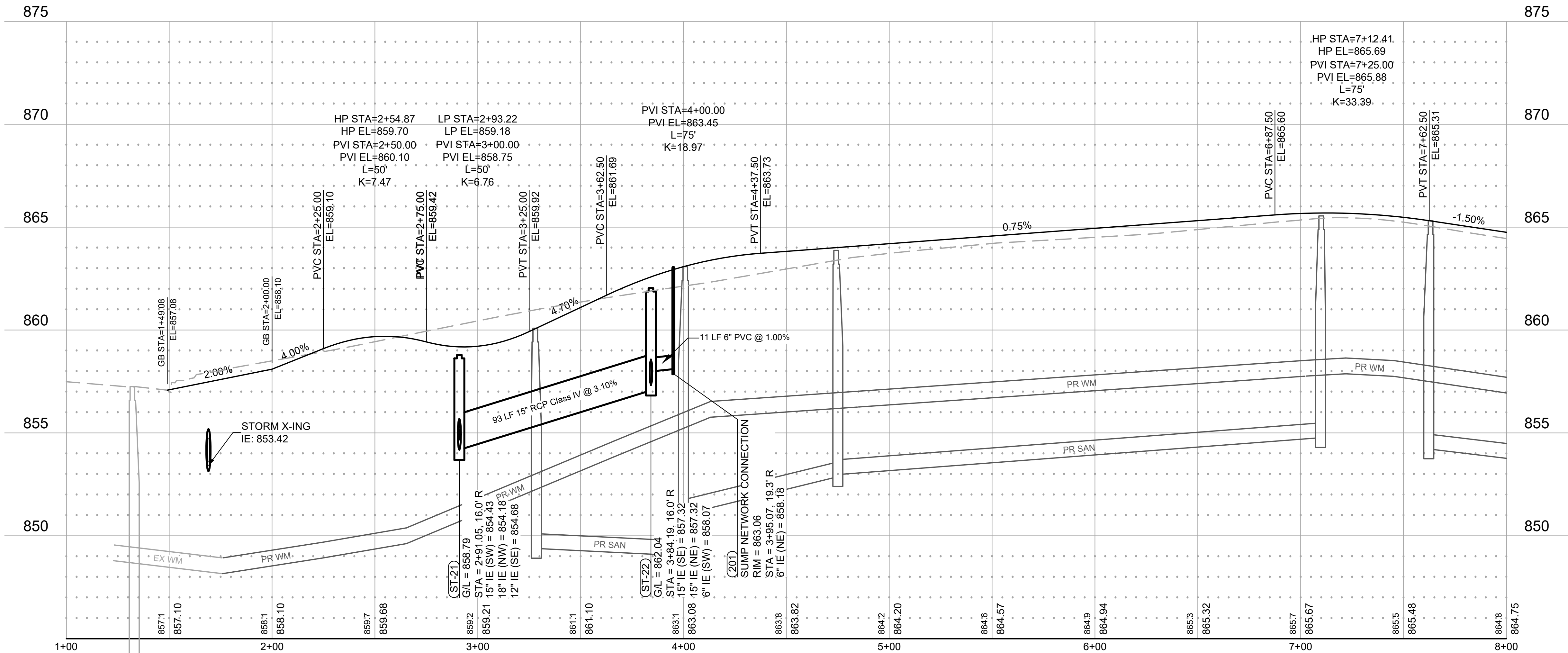
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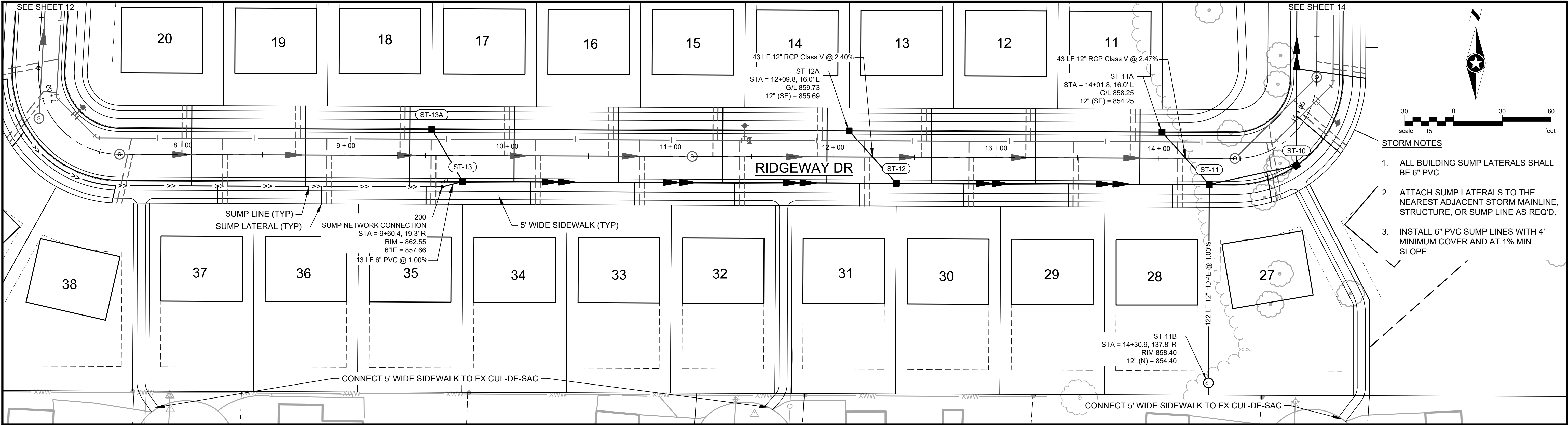
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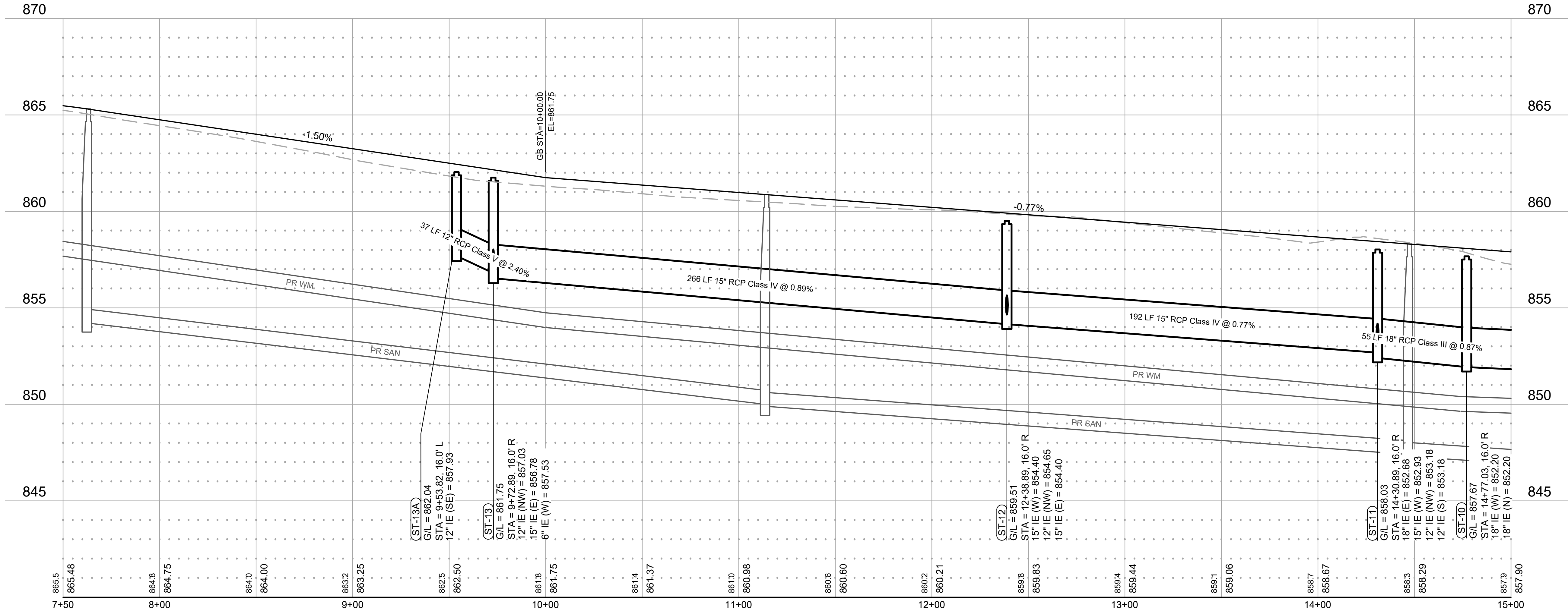
- STORM NOTES**
1. ALL BUILDING SUMP LATERALS SHALL BE 6" PVC.
  2. ATTACH SUMP LATERALS TO THE NEAREST ADJACENT STORM MAINLINE, STRUCTURE, OR SUMP LINE AS REQ'D.
  3. INSTALL 6" PVC SUMP LINES WITH 4' MINIMUM COVER AND AT 1% MIN. SLOPE.







- STORM NOTES
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|-------------|--------|-------|----------------------------|------|-------|----------------------------|------|
| SEH Project | 170026 | Rev.# | Revision Issue Description | Date | Rev.# | Revision Issue Description | Date |
| Drawn By    | ZJH    |       |                            |      |       |                            |      |
| Designed By | BK     |       |                            |      |       |                            |      |
| Checked By  | MPC    |       |                            |      |       |                            |      |

NOTE:  
THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."  
THE CONTRACTOR SHALL CALL THE STATE ONE CALL SYSTEM AT 811 BEFORE COMMENCING EXCAVATION.

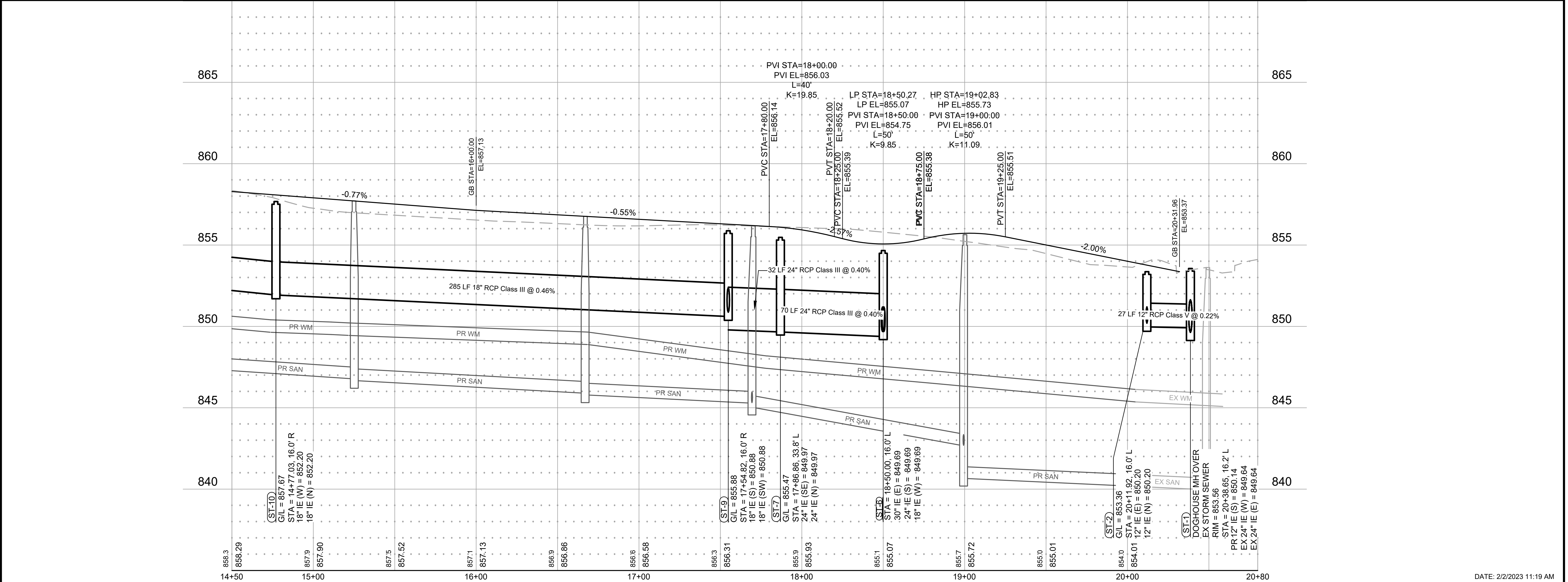
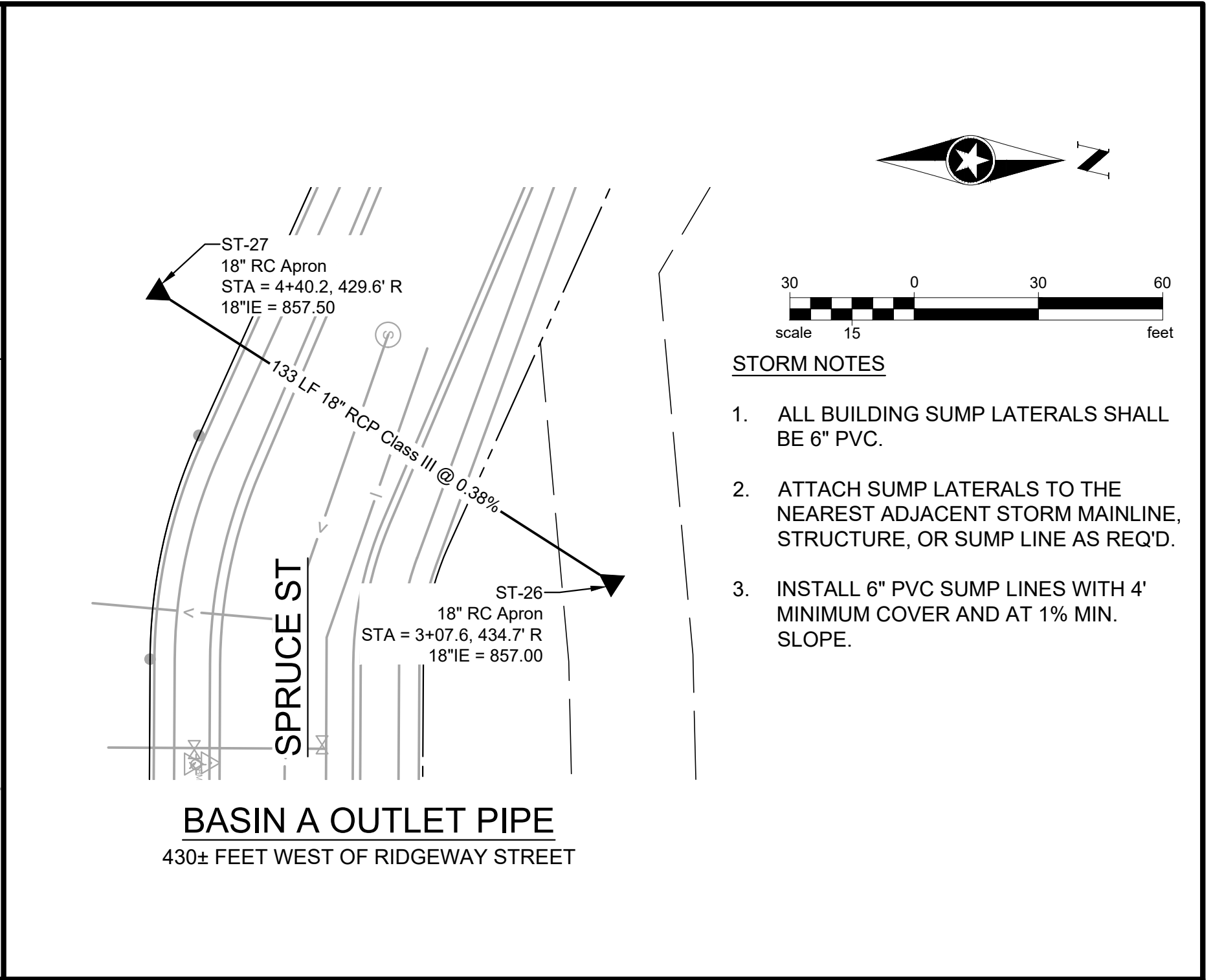
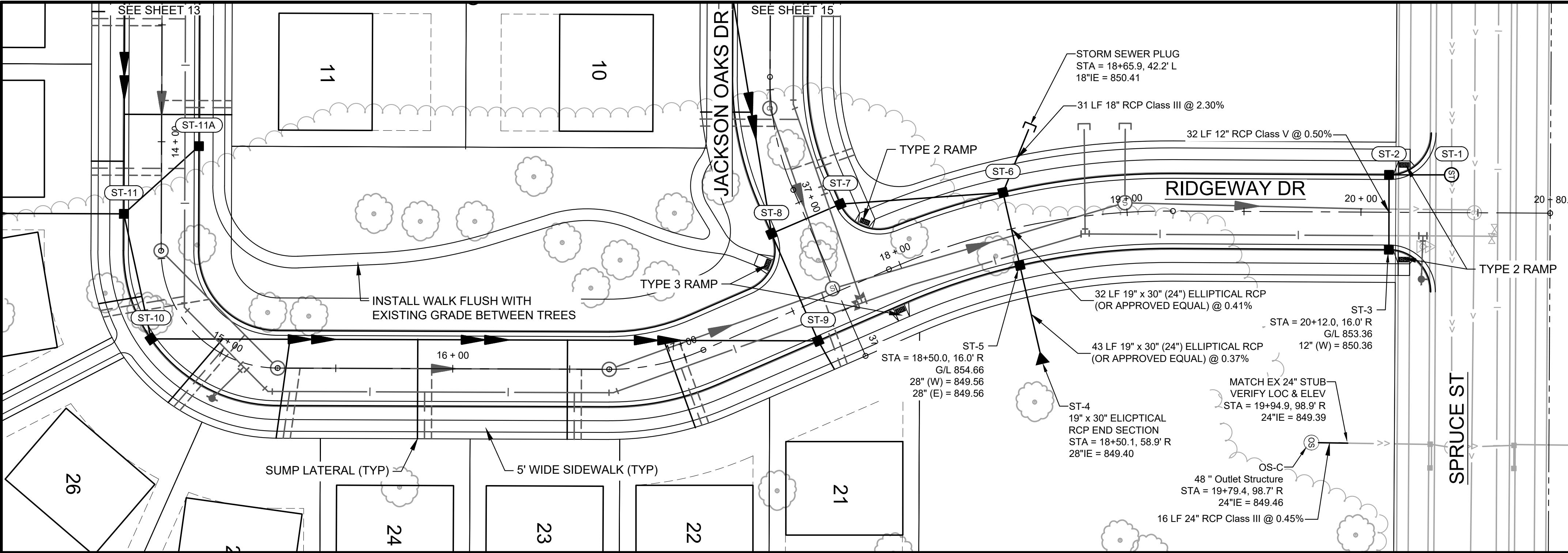


THE OAKS OF JACKSON  
VILLAGE OF JACKSON, WI, WI

ROAD & STORM SEWER  
RIDGEMAN DRIVE - STA 8+00 TO 15+00

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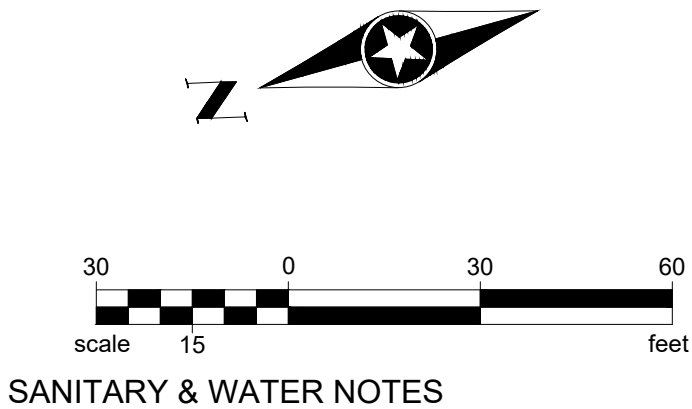
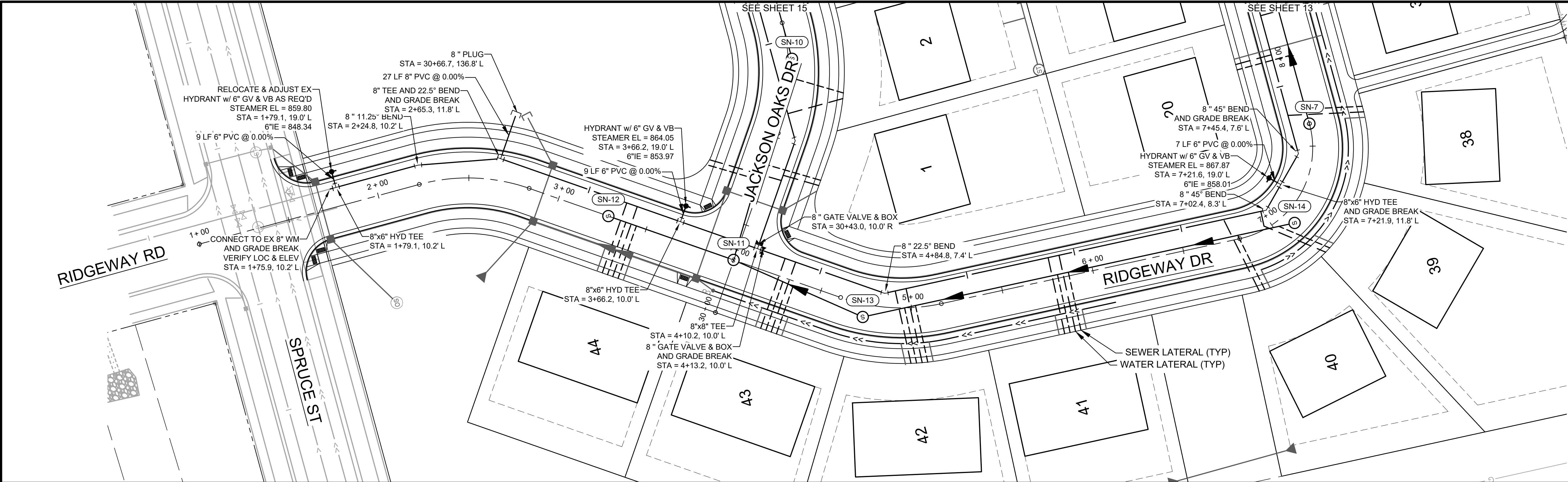




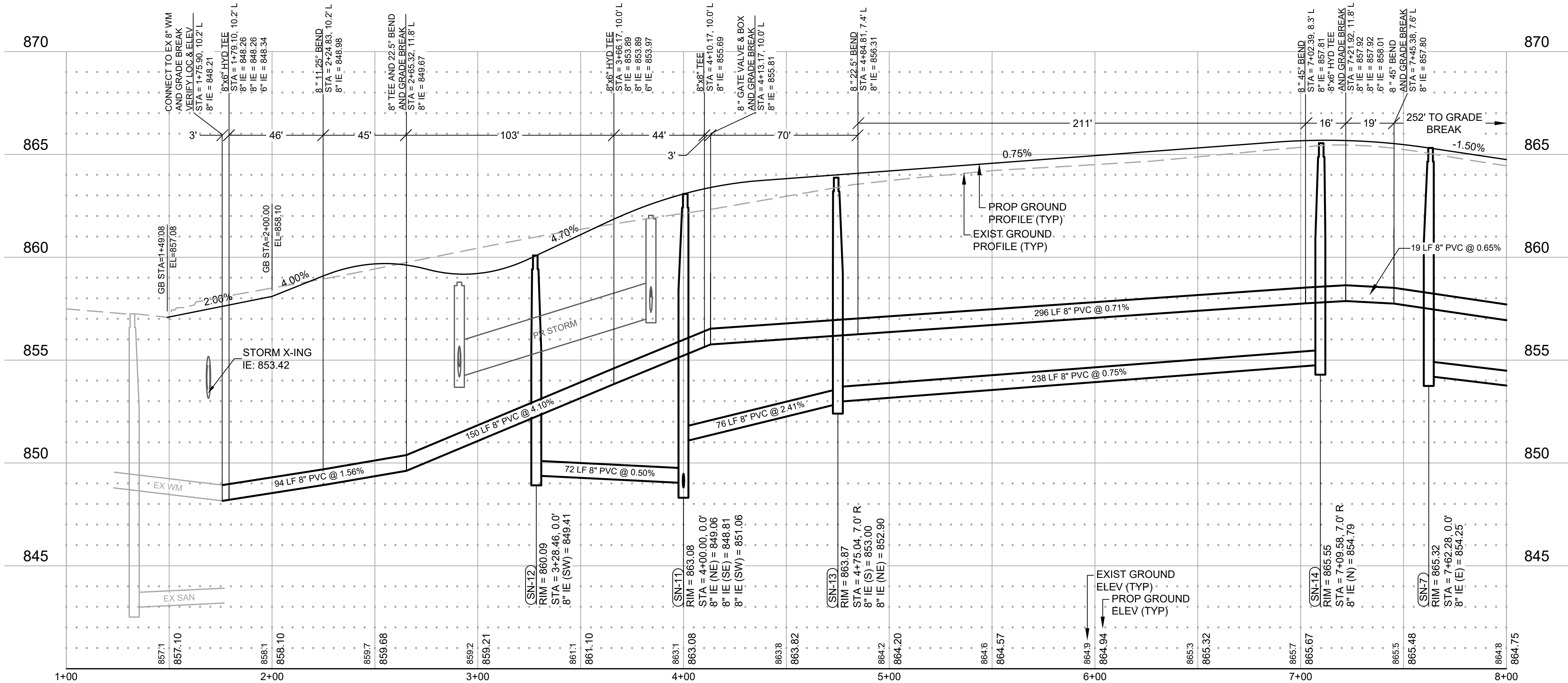








- SANITARY & WATER NOTES**
- MECHANICAL BEND FITTINGS REQ'D AT ALL 1% OR GREATER GRADE WATER MAIN BREAKS.
  - SERVICE SIZES:
    - SANITARY 6" PVC
    - WATER 1 - 1/4" HDPE



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|-------------|--------|-------|----------------------------|------|-------|----------------------------|------|
| SEH Project | 170026 | Rev.# | Revision Issue Description | Date | Rev.# | Revision Issue Description | Date |
| Drawn By    | ZJH    |       |                            |      |       |                            |      |
| Designed By | BK     |       |                            |      |       |                            |      |
| Checked By  | MPC    |       |                            |      |       |                            |      |

NOTE:  
THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL  
D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE  
GUIDELINES OF C/ASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE  
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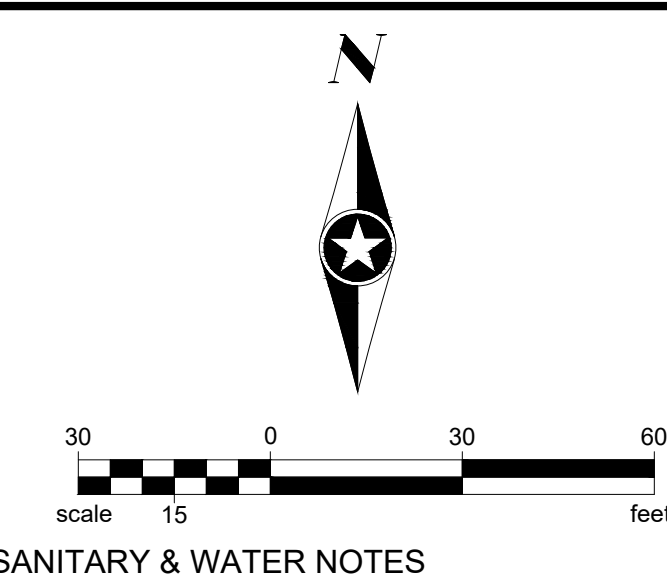
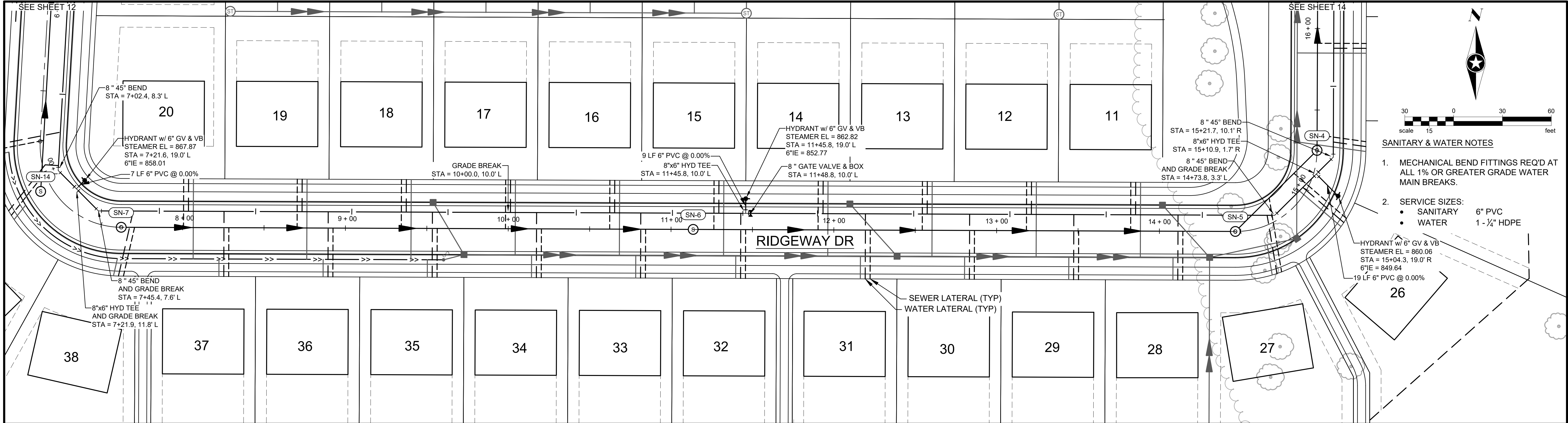
THE OAKS OF JACKSON  
VILLAGE OF JACKSON, WI, WI

SANITARY SEWER & WATER MAIN  
RIDGWAY DRIVE - STA 1+00 TO 8+00

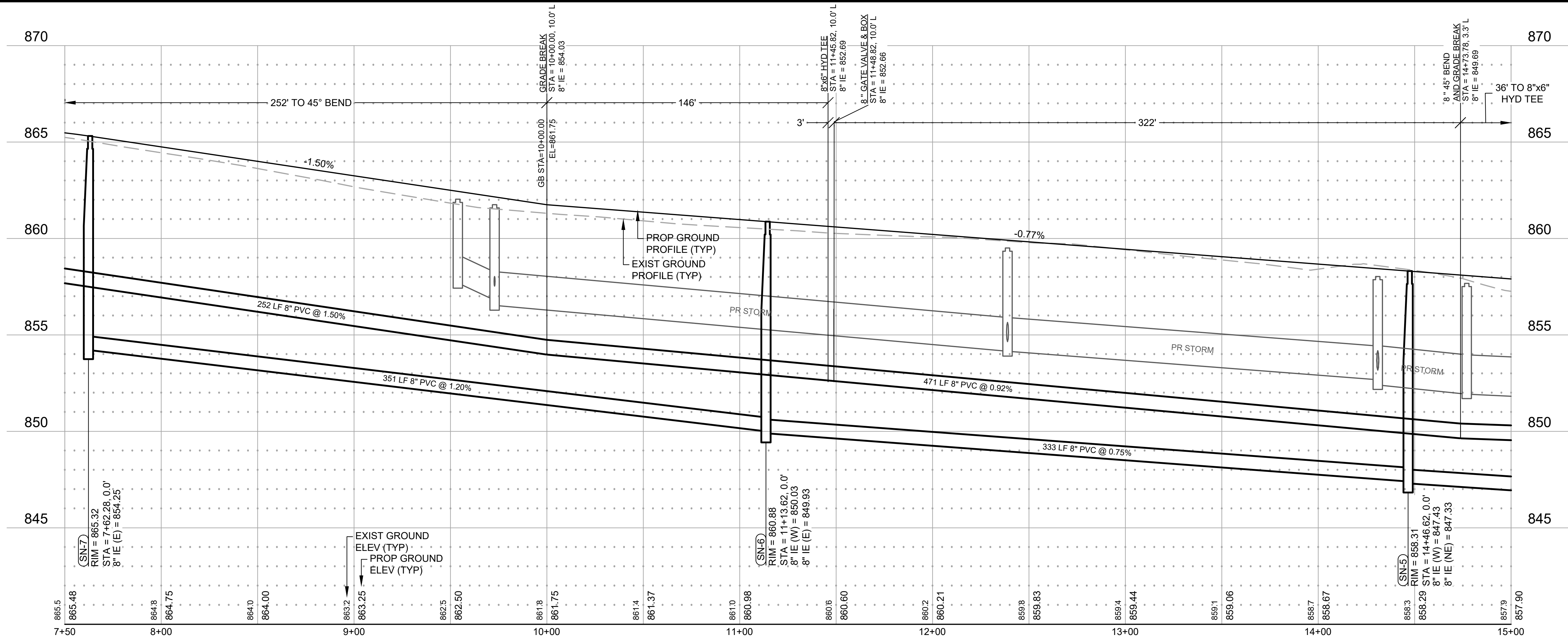
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- SANITARY & WATER NOTES**
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    - WATER 1 - 1/4" HDPE



DATE: 2/2/2023 11:21 AM

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| SEH Project | 170026 | Rev.# | Revision Issue Description | Date | Rev.# | Revision Issue Description | Date |
| Drawn By    | ZJH    |       |                            |      |       |                            |      |
| Designed By | BK     |       |                            |      |       |                            |      |
| Checked By  | MPC    |       |                            |      |       |                            |      |

NOTE:  
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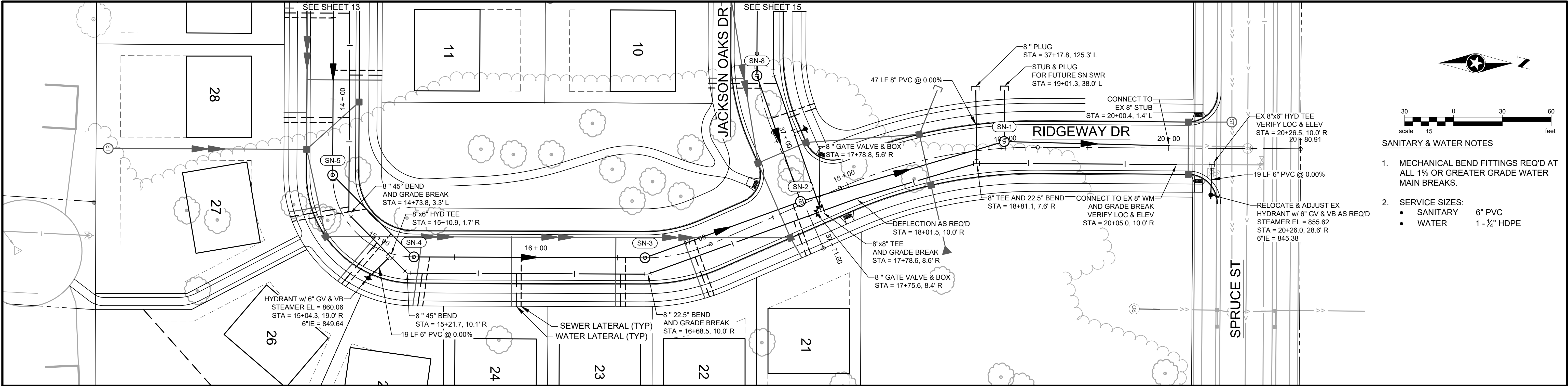


THE OAKS OF JACKSON  
VILLAGE OF JACKSON, WI WI

SANITARY SEWER & WATER MAIN  
RIDGWAY DRIVE - STA 8+00 TO 15+00

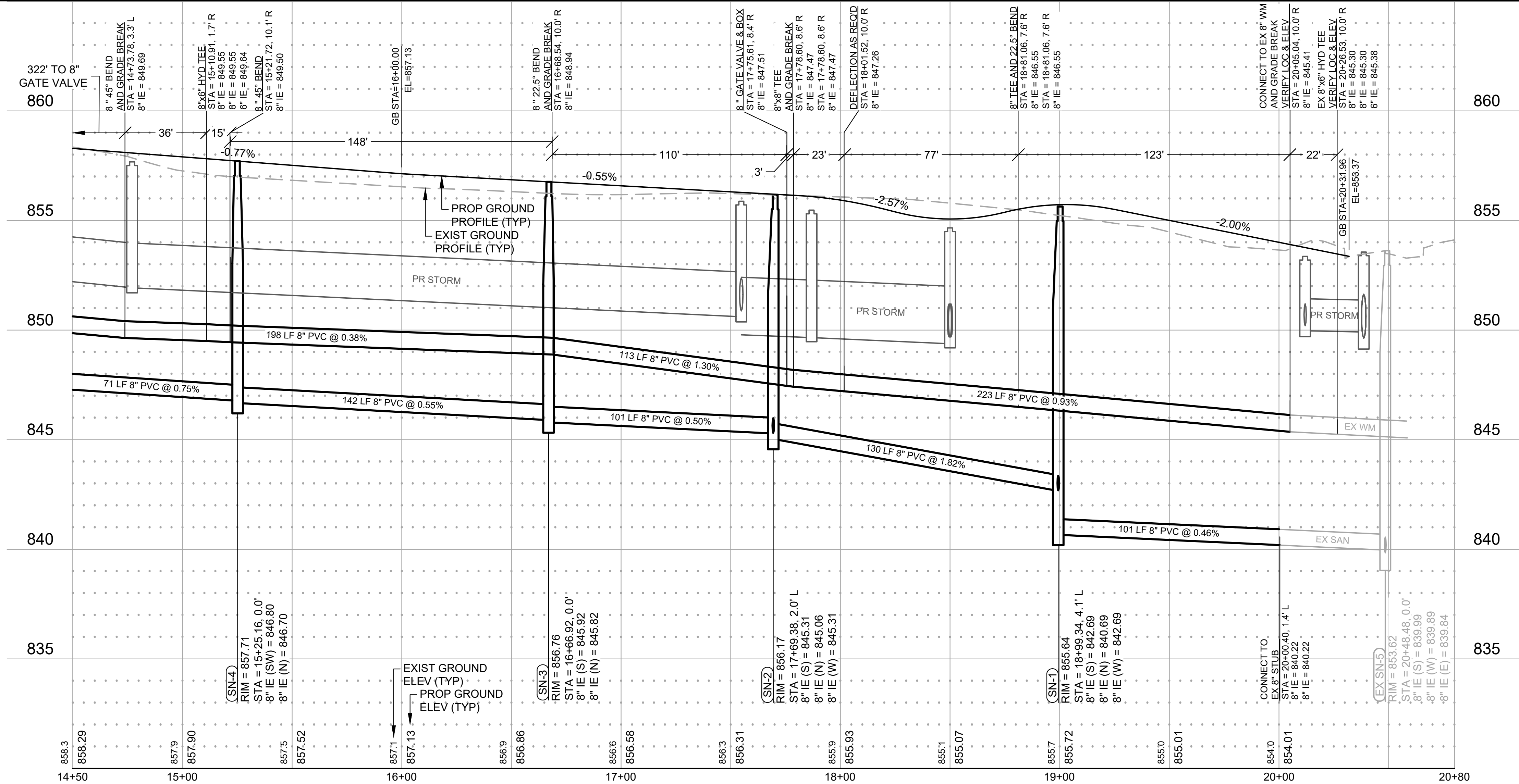


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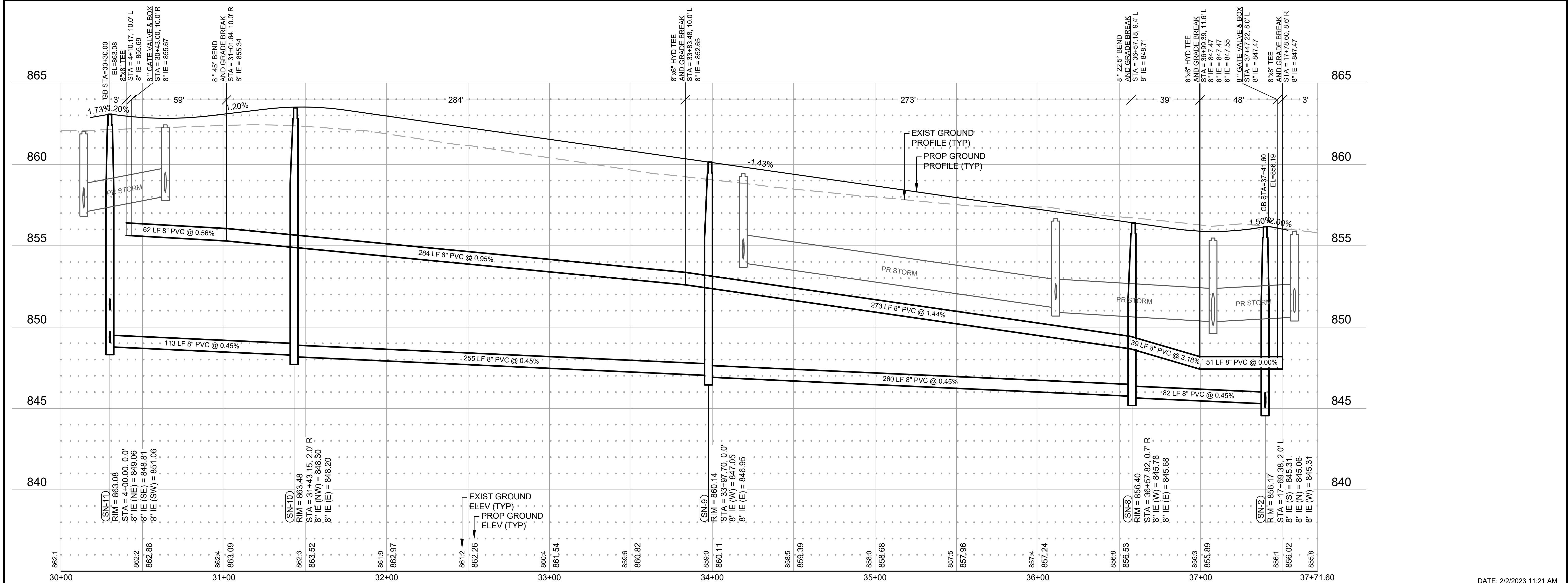
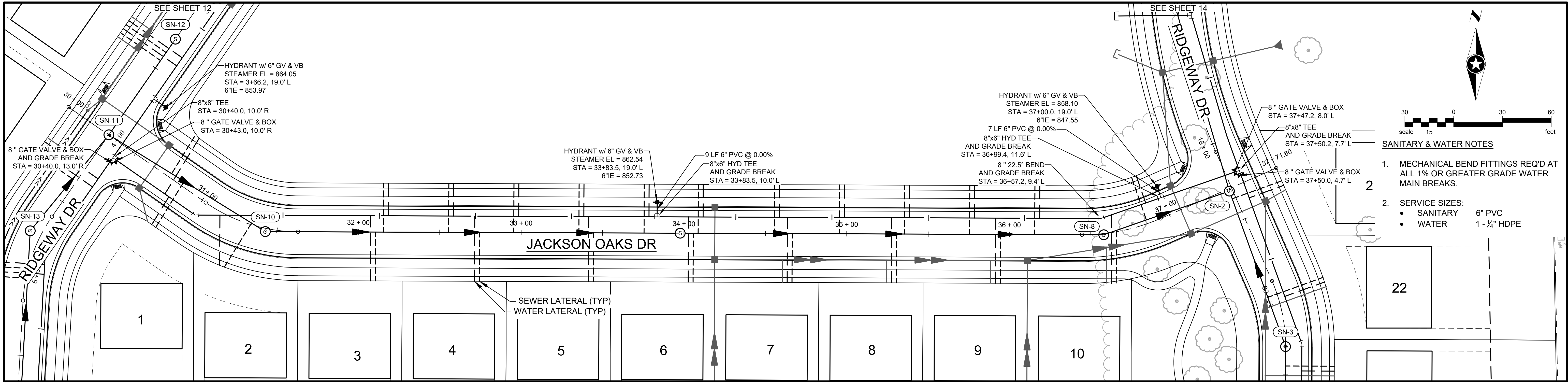
#### SANITARY & WATER NOTES

- MECHANICAL BEND FITTINGS REQ'D AT ALL 1% OR GREATER GRADE WATER MAIN BREAKS.
- SERVICE SIZES:
  - SANITARY 6" PVC
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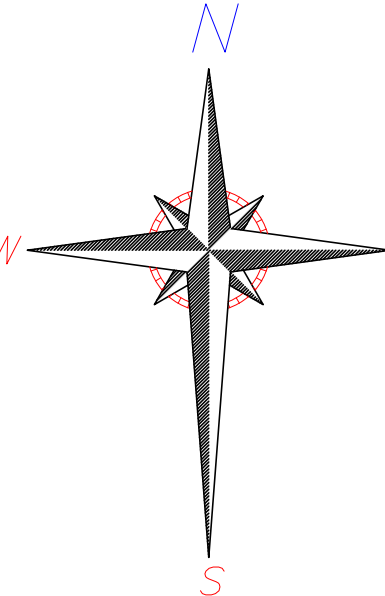
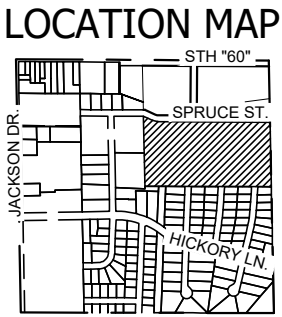




# THE OAKS OF JACKSON

## LOT DETAIL

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.



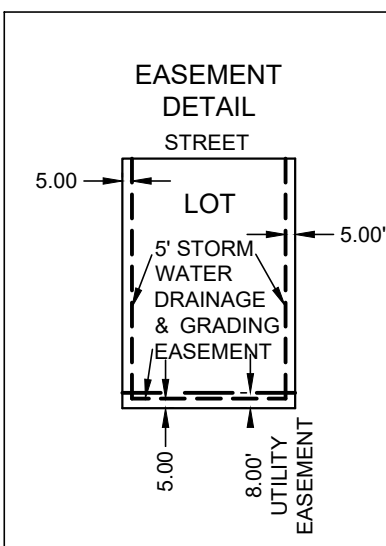
BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLAN  
COORDINATE SYSTEM, NAD 83/2011 SOUTH ZONE -THE NORTH-  
LINE OF THE NW 1/4 OF SECTION 20-10-10 BEARS S89°40'10"E,  
VERTICAL DATUM NAVD 88

DISTANCES ARE COMPUTED TO THE NEAREST 0.01' AND  
MEASURED TO THE NEAREST 0.01'

ANGLES ARE COMPUTED TO THE NEAREST 00°00'00.5" AND  
MEASURED TO THE NEAREST 00°00'05"

## LEGEND

-  2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.  
 11/16" REBAR, 18" LONG, WT. = 1.13 LBS./LIN. FT. SET AT ALL  
 OTHER LOT & OUTLOT CORNERS
-  CONCRETE MONUMENT W/ BRASS CAP FOUND
-  2" IRON PIPE FOUND (UNLESS OTHERWISE STATED)



**SURVEY FOR:**  
VILLAGE OF JACKSON  
N168W19851 MAIN ST  
JACKSON, WI 53037

**SURVEYOR**  
KINDRED, PL

KEITH A. KINDRED, PLS S-208  
SEH, INC.  
501 MAPLE AVE.  
DELAFIELD, WI 53018  
(414) 949-8919  
KKINDRED@SEHINC.COM

KEITH A. KINDRED, PLS S-208  
SEH, INC.  
501 MAPLE AVE.  
DELAFIELD, WI 53018  
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**SEH** PHONE: 414.949.8919  
501 MAPLE AVENUE  
DELAFIELD, WI 53018-9355  
www.sehinc.com

PROJECT JACKV #170020

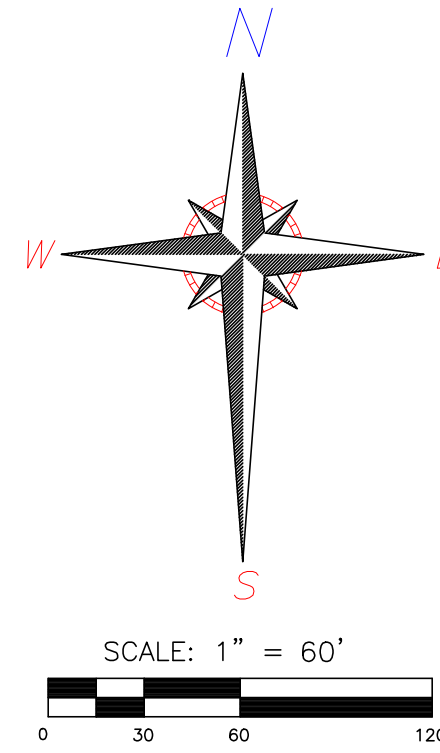
SHEET 1 OF



PRELIMINARY PLAT OF  
**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.

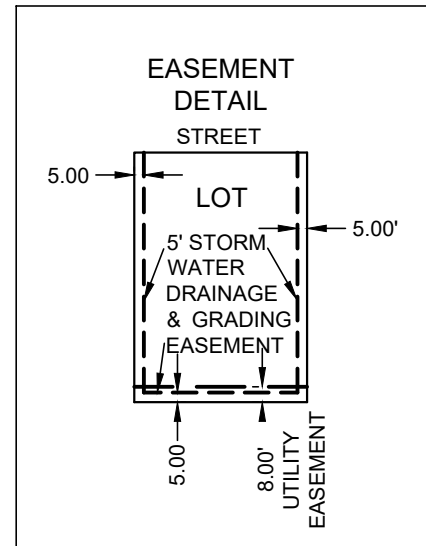
TOPOGRAPHIC DETAIL



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE  
COORDINATE SYSTEM, NAD 83/2011 SOUTH ZONE - THE NORTH  
LINE OF THE NW 1/4 OF SECTION 20-10-10 BEARS S89°40'10"E,  
VERTICAL DATUM NAVD 88

DISTANCES ARE COMPUTED TO THE NEAREST 0.01' AND  
MEASURED TO THE NEAREST 0.01'

ANGLES ARE COMPUTED TO THE NEAREST 00°00'05" AND  
MEASURED TO THE NEAREST 00°00'05"



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11/16" REBAR, 18" LONG, WT. = 1.13 LBS./LIN. FT. SET AT ALL  
OTHER LOT & OUTLOT CORNERS
- CONCRETE MONUMENT W/ BRASS CAP FOUND
- 2" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- NO ACCESS



DATED THIS 5TH DAY OF DECEMBER, 2022.  
REVISED THIS 20TH DAY OF DECEMBER, 2022

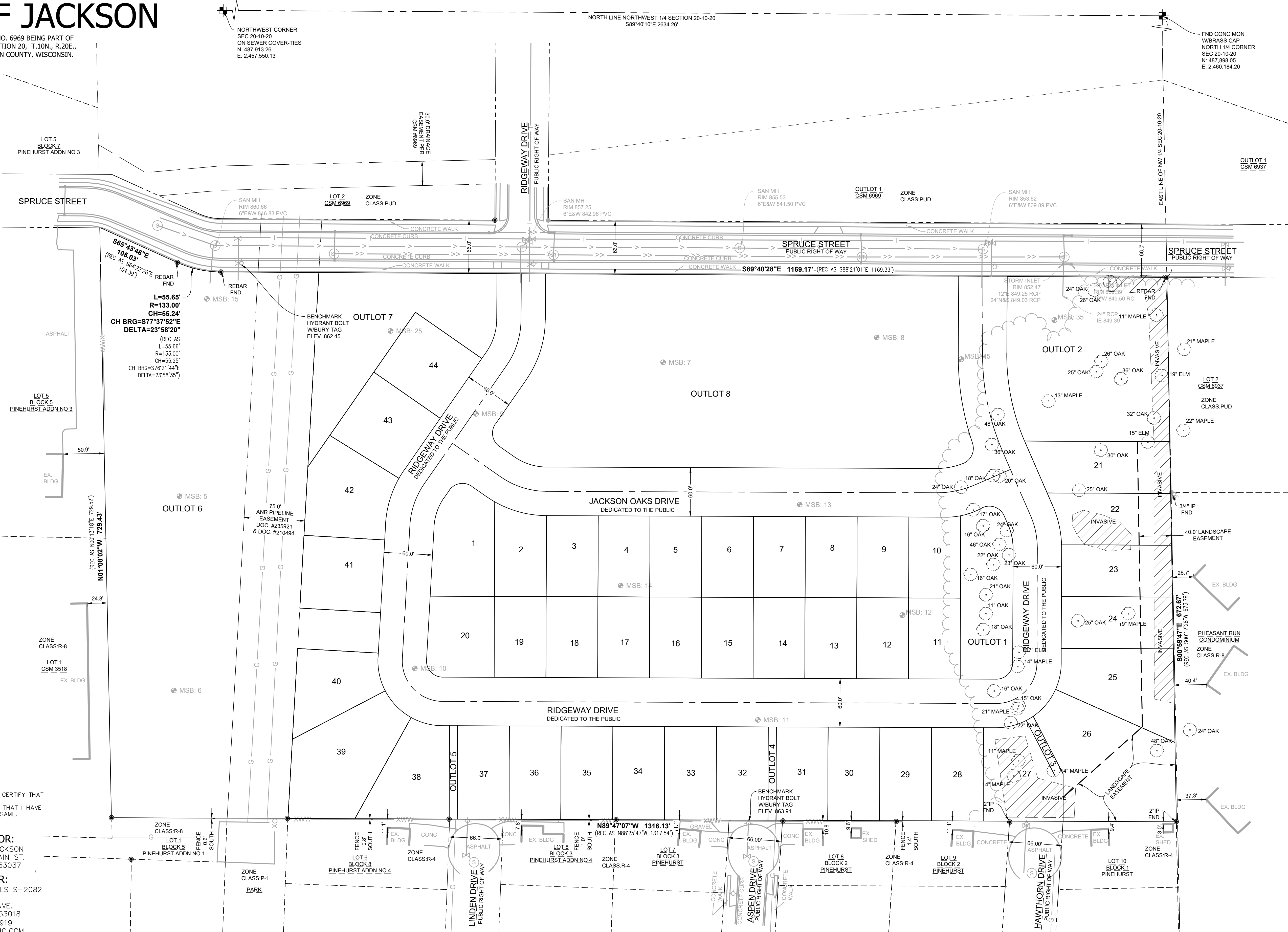
I, KEITH A. KINDRED, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT  
IN MY PROFESSIONAL OPINION PRELIMINARY PLAT IS A CORRECT  
REPRESENTATION OF ALL EXISTING LAND DIVISION FEATURES, AND THAT I HAVE  
COMPLIED WITH ALL APPLICABLE ORDINANCES IN PREPARING THE SAME.

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



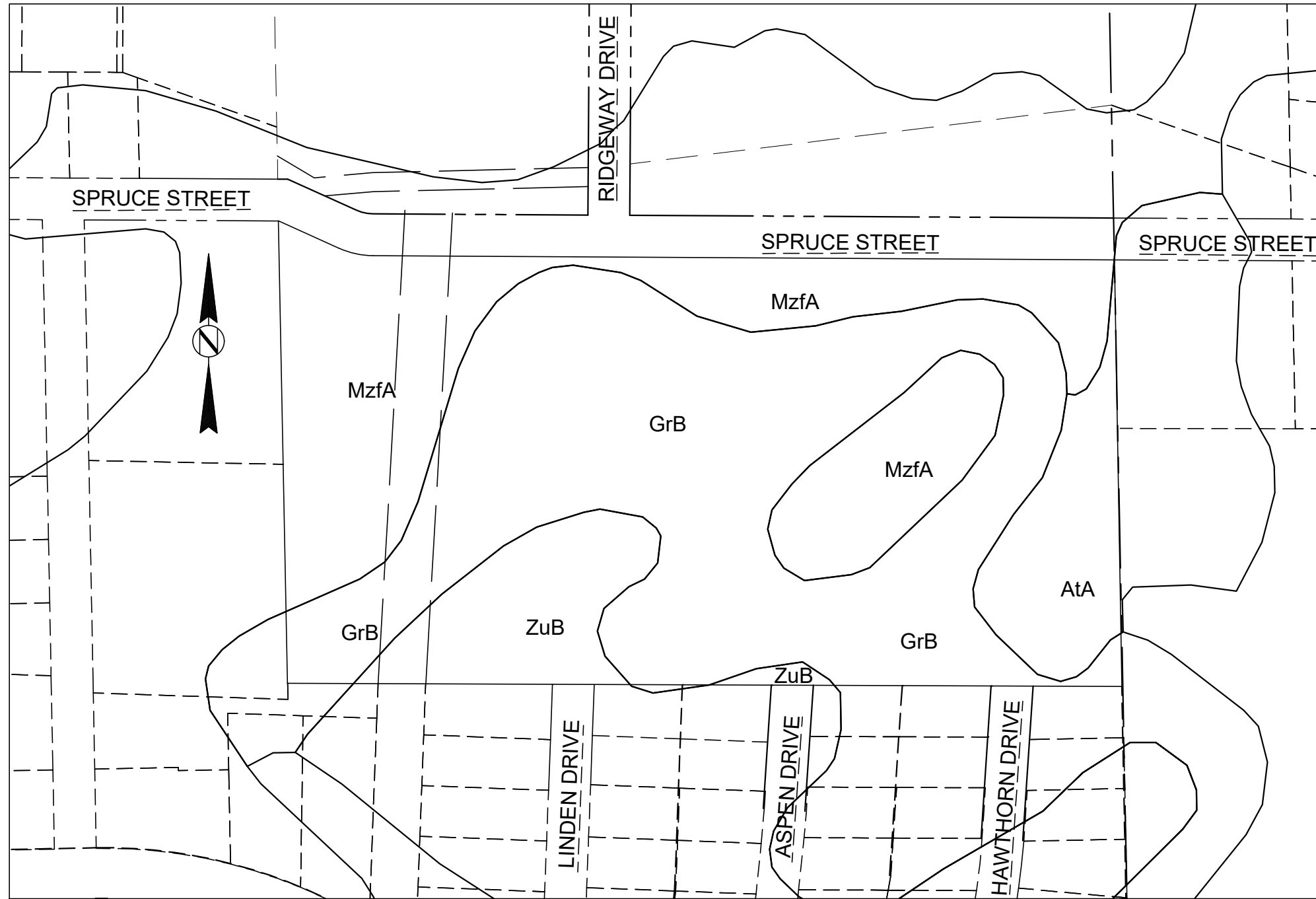


PRELIMINARY PLAT OF  
THE OAKS OF JACKSON

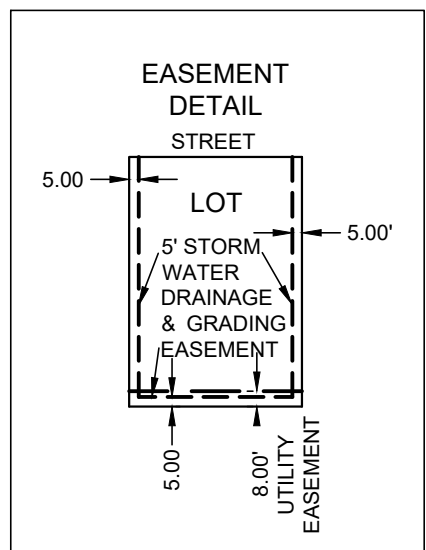
LOT 1 OF CERTIFIED SURVEY MAP NO. 6969 BEING PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 20,  
T.10N., R.20E., VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN.

NOTES:

- TOTAL AREA = 890,673 S.F. 20.45 AC.
- EACH INDIVIDUAL LOT OWNER SHALL HAVE UNDIVIDABLE FRACTIONAL OWNERSHIP OF OUTLOTS 1, 2 AND 7, AND SHALL EACH BE LIABLE FOR AN EQUAL AND UNDIVIDABLE FRACTIONAL SHARE OF THE COST TO MAINTAIN SAID OUTLOTS. WASHINGTON COUNTY SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THEY BECOME OWNER OF ANY LOT OR OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY
- ALL PROPOSED RIGHT-OF-WAY TO BE 60 FEET UNLESS OTHERWISE NOTED AND DEDICATED TO THE PUBLIC.
- STORMWATER MANAGEMENT FACILITIES ARE LOCATED IN OUTLOTS 2 AND 7 THE OWNERS OF THE RESIDENTIAL LOTS SHALL BE EACH BE LIABLE FOR AN EQUAL UNDIVIDABLE FRACTIONAL SHARE OF THE COST TO REPAIR, MAINTAIN, OR RESTORE SAID STORMWATER MANAGEMENT FACILITIES WITHIN OUTLOTS 2 AND 7. SAID REPAIRS, MAINTENANCE, AND RESTORATION SHALL BE PERFORMED BY THE OWNERS OF ALL LOTS.
- ALL EASEMENTS ARE GRANTED TO THE VILLAGE OF JACKSON. UNLESS NOTED OTHERWISE.
- SITE IS IN ZONE X, AREA OF MINIMAL FLOODING, PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBERS 55131C0258E, EFFECTIVE DATE 2/25/2022 AND 55131C0259E, EFFECTIVE DATE 12/25/2022.
- THIS LAND DIVISION IS TO BE SERVED BY PUBLIC SANITARY SEWER AND WATER.
- THE PLACEMENT OF DECKS, PATIOS, FENCES, OR ANY TYPE OF DECORATIVE LANDSCAPING, DRIVEWAYS OR ADDITIONAL HARD SURFACES WITHIN ANY PART OF A UTILITY EASEMENT IS PROHIBITED. AN EASEMENT INFRINGEMENT AGREEMENT MAY BE ENTERED INTO WITH THE VILLAGE, IF APPROVED.
- ALL SIDE YARD GRADES MUST BE ADHERED TO, COINCIDENT WITH THE APPROVED MASTER GRADING PLAN FOR THE SUBDIVISION TO ENSURE PROPER STORMWATER DRAINAGE.
- FENCES CANNOT BE CONSTRUCTED IN EASEMENTS WHERE PUBLIC WATERMAIN, SANITARY SEWER, AND STORM SEWER EXIST NOR IN ACCESS ROUTES TO STORMWATER MANAGEMENT FACILITIES (OUTLOTS).
- ALL HOMES SHALL HAVE DRIVEWAYS PITCHED BACK TO STREET.
- NO ACCESS TO ANY ROADWAY SHALL BE PERMITTED OVER ANY VISION CORNER EASEMENT (V.C.E.) FROM ADJACENT LOTS. IT BEING EXPRESSLY INTENDED THAT THIS RESTRICTION SHALL CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC ACCORDING TO S.236.293 OF THE WISCONSIN STATUTES AND SHALL BE ENFORCED BY THE VILLAGE OF JACKSON.
- ALL ELECTRIC, TELEPHONE, AND COMMUNICATION DISTRIBUTION LINES AND LATERALS INCLUDING CATV CABLES, CONSTRUCTED AFTER THE RECORDING OF THIS SUBDIVISION PLAT SHALL BE PLACED UNDERGROUND.
- OUTLOT 1 AND THE LANDSCAPE EASEMENT IS RESERVED FOR A TREE PRESERVATION AREA.
- OUTLOT 8 IS WILL BE FURTHER DIVIDED TO ACCOMMODATE UP TO 31 ADDITIONAL RESIDENTIAL UNITS BASED ON PLANS PRESENTED TO THE VILLAGE.
- LOTS 41-44 CAN BE DIVIDED IN THE FUTURE TO ACCOMMODATE TWO RESIDENTIAL UNITS ON EACH LOT BASED ON PLANS PRESENTED TO THE VILLAGE.
- OUTLOT 6 WILL CONTAIN UP TO AN ADDITIONAL 22 RESIDENTIAL UNITS BASED ON PLANS PRESENTED TO THE VILLAGE.



SOILS MAP  
1"=200'



LEGEND

- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.  
11/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS, WT. = 1.13 LBS./LIN. FT.
- CONCRETE MONUMENT W/ BRASS CAP FOUND
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- DENOTES MAJOR CONTOUR
- DENOTES MINOR CONTOUR
- DENOTES SOIL BORING
- DENOTES WOODED AREA
- DENOTES SPOT ELEV.
- DENOTES WATERMAIN, HYDRANT, WATER VALVE
- DENOTES SANITARY SEWER, MANHOLE
- DENOTES STORM SEWER, MANHOLE, INLET
- DENOTES BURIED PHONE, TELEPHONE PEDESTAL
- DENOTES FENCE LINE
- DENOTES BURIED GAS MAIN, GAS VALVE

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

I, KEITH A. KINDRED, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT IN MY PROFESSIONAL OPINION PRELIMINARY PLAT IS A CORRECT REPRESENTATION OF ALL EXISTING LAND DIVISION FEATURES, AND THAT I HAVE COMPLIED WITH ALL APPLICABLE ORDINANCES IN PREPARING THE SAME.

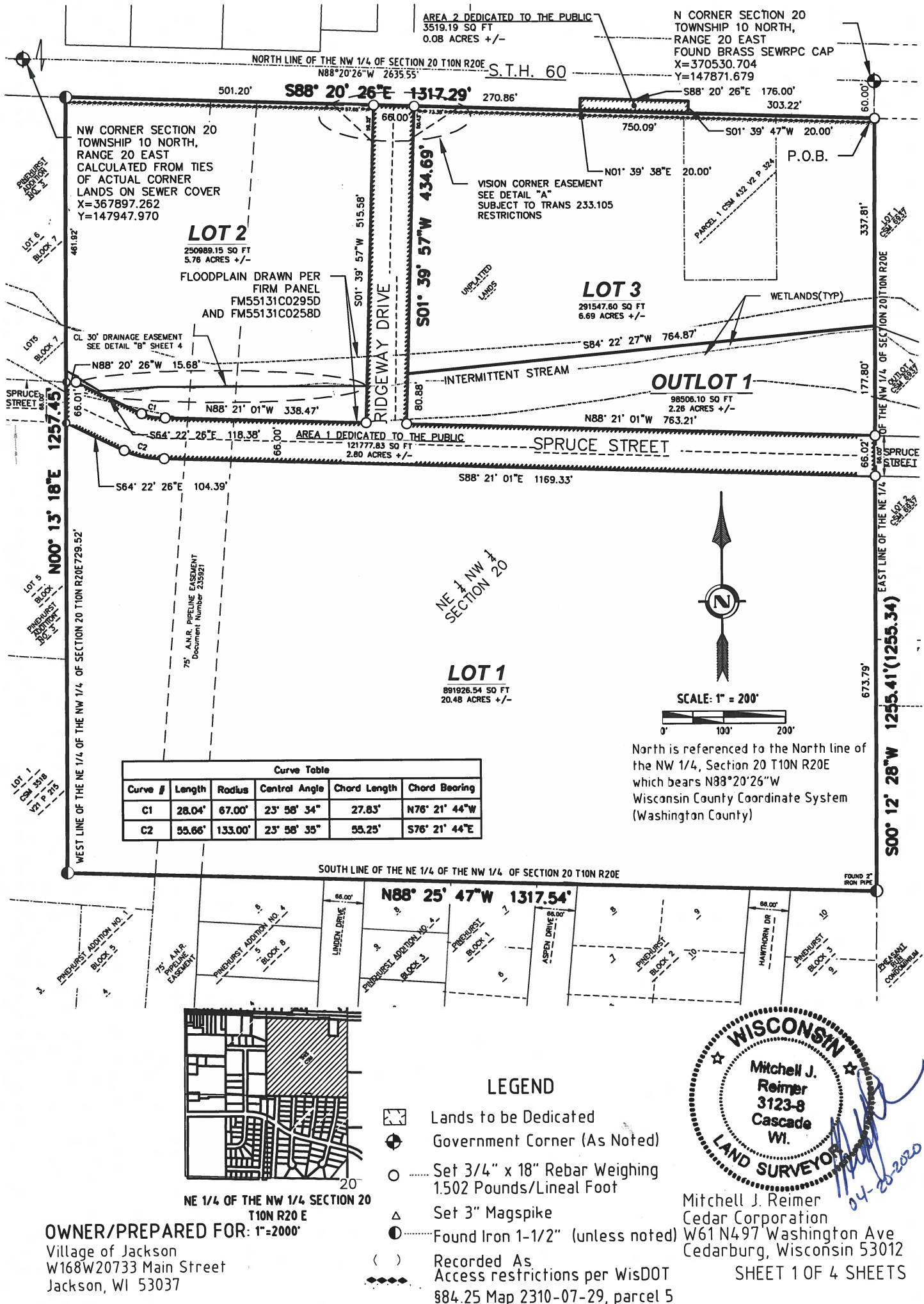


DATED THIS 5TH DAY OF DECEMBER, 2022.  
REVISED THIS 20TH DAY OF DECEMBER, 2022



PROJECT JACKV #170026

A RE-DIVISION OF CSM 432, AND NE  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  OF SECTION 20,  
TOWNSHIP 10 NORTH, RANGE 20 EAST, VILLAGE OF JACKSON,  
WASHINGTON COUNTY, WISCONSIN





CERTIFIED SURVEY MAP NO. \_\_\_\_\_  
VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_.

A RE-DIVISION OF CSM 432, AND NE ¼ OF THE NW ¼ OF SECTION 20,  
TOWNSHIP 10 NORTH, RANGE 20 EAST, VILLAGE OF JACKSON,  
WASHINGTON COUNTY, WISCONSIN

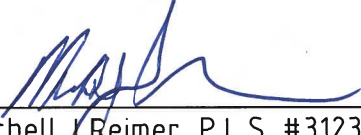
SURVEYOR'S CERTIFICATE

I, Mitchell J. Reimer, Wisconsin Professional Land Surveyor, hereby certify that I have surveyed, divided, and mapped Document Number 248510, Certified Survey Map 432, recorded in the Washington County Registry in Volume 2 of Certified Survey Maps on pages 324, and the Northeast Quarter of the Northwest Quarter of Section 20, Township 10 North, Range 20 East, Village of Jackson, Washington County, Wisconsin, more particularly described as follows:

Commencing at the North Quarter Corner of Section 20, Township 10 North, Range 20 East, Thence S00°12'28"W along the East line of said Quarter, 60.00 feet to the South Line Of State Highway "60", point also being the Point of Beginning; Thence continuing along said line S00°12'28" W, 1255.41 Feet to the platted Northwest corner of Lot 10, Pinehurst, a platted Subdivision, as found in the Washington County Registry as Document number 557549, in Map book 27 on page 17, Recorded on April 5, 1990, Thence N 88°25'47"W along the South Line of the said Quarter Quarter, 1317.54 Feet to the Southwest corner of the Northeast Quarter of the Northwest Quarter; Thence N00°13'18" E along the West line of said Quarter Quarter, 1257.45 Feet to the South Line of State Highway "60"; Thence S88°20'26" E along said South Line, 1317.29 Feet, to the Point of Beginning .  
Said parcel contains 1654747.22 square feet or 37.98 +/- Acres. Excepting therefrom Areas of Dedication as shown on Page 1 hereon.

That I have made such survey, land division, and map at the direction of Village of Jackson, Owner, N168 W20733 Village of Jackson , Washington County, Wisconsin, 53037, . That such map is a correct representation of the exterior boundaries of the land surveyed, and the subdivision thereof made. That I fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes, A-E 7 of the Wisconsin Administrative Code, in surveying, dividing and mapping the same, and Chapter 38 of the Village of Jackson Municipal Code. Said survey is subject to easements of record and as shown.

Dated this 20<sup>th</sup> day of April, 2020.

  
\_\_\_\_\_  
Mitchell J Reimer, P.L.S. #3123-8



CERTIFIED SURVEY MAP NO. \_\_\_\_\_  
VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_.

A RE-DIVISION OF CSM 432, AND NE 1/4 OF THE NW 1/4 OF SECTION 20,  
TOWNSHIP 10 NORTH, RANGE 20 EAST, VILLAGE OF JACKSON,  
WASHINGTON COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE

The Village of Jackson, a Corporation duly organized and existing under the virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said Corporation caused the land described on this map to be surveyed, mapped and dedicated as represented on the Certified Survey Map in accordance with the ordinances of the Village of Jackson, Trans 233.105(2), and Chapter 236 of the Wisconsin Statutes.

In witness hereof, the Village of Jackson, has caused these presents to be signed:

By: \_\_\_\_\_  
John Walther - Village Administrator

Dated \_\_\_\_\_, 2020

STATE OF WISCONSIN)  
WASHINGTON COUNTY) ss

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the above named John Walther, Administrator of the Village of Jackson, a Wisconsin Municipal Corporation, to me known to be the same person who executed the foregoing certificate and acknowledged the same.

\_\_\_\_\_ Notary Public, \_\_\_\_\_ Wisconsin

My commission expires \_\_\_\_\_



VILLAGE BOARD APPROVAL:

Resolved that this Certified Survey Map in the Village of Jackson, owner of said lands, being a re-division of C.S.M. 432 and the Northeast Quarter of the Northwest Quarter of Section 20, located in the Town 10 North, Range 20 East, Village of Jackson, Washington County, Wisconsin, is hereby approved and dedication accepted by the Village Board trustee to the Village of Jackson.

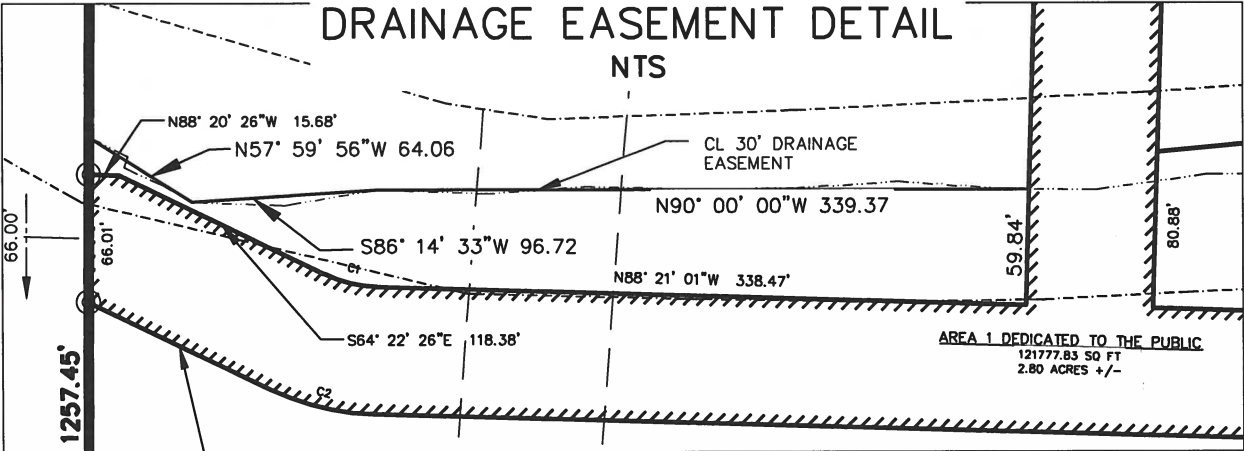
Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020. \_\_\_\_\_  
Mike Schwab - Village President

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020. \_\_\_\_\_  
Jilline Dobratz - Village Clerk

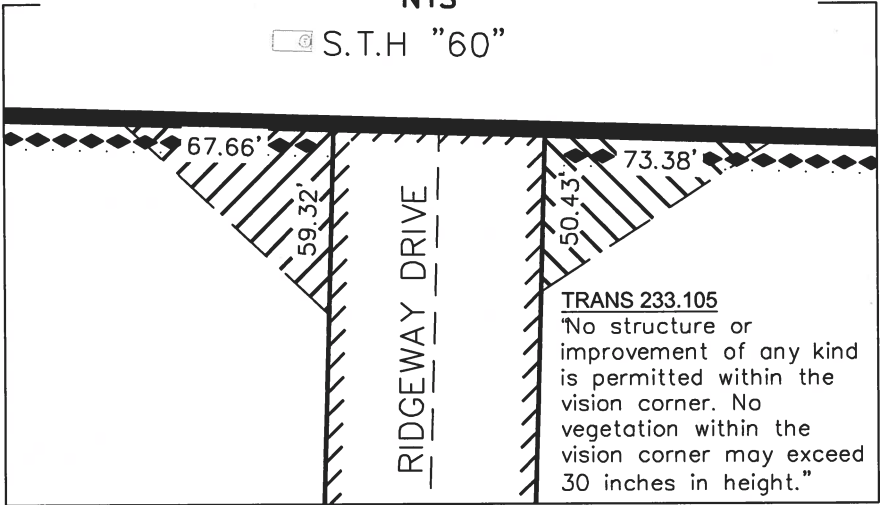
CERTIFIED SURVEY MAP NO. \_\_\_\_\_  
VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_.

A RE-DIVISION OF CSM 432, AND NE 1/4 OF THE NW 1/4 OF SECTION 20,  
TOWNSHIP 10 NORTH, RANGE 20 EAST, VILLAGE OF JACKSON,  
WASHINGTON COUNTY, WISCONSIN

DETAIL "B"  
DRAINAGE EASEMENT DETAIL  
NTS



DETAIL "A"  
VISION CORNER EASEMENT DETAIL  
NTS



## DECLARATION OF PROTECTIVE COVENANTS OF THE OAKS OF JACKSON

**DRAFT 2/15/2023**

THIS DECLARATION OF PROTECTIVE COVENANTS OF THE OAKS OF JACKSON (the “**Declaration**”) is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2023, by THE VILLAGE OF JACKSON, a Wisconsin municipal corporation (the “**Declarant**”).

### **RECITALS**

WHEREAS, the Declarant owns the real estate located in the Village of Jackson, Washington County, Wisconsin, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “**Property**”).

WHEREAS, upon approval and recording of the plat for the Subdivision (as hereinafter defined), the initial phase of the Subdivision will be a platted subdivision consisting of forty (40) single family lots, four (4) twin home lots, and eight (8) outlots, consisting of Outlot 1 used for tree preservation, Outlots 2 and 7 used for stormwater management, Outlots 3, 4 and 5 used for pedestrian access, Outlot 6, comprised of multi-family residential units and an area for stormwater management, Outlot 8, comprised of multi-family residential block units and single family units, all of which are more particularly described on Exhibit A and as depicted on Exhibit B, as they are attached hereto and incorporated herein.

WHEREAS, at the time of this Declaration, the Declarant desires to subject the Subdivision, to the covenants, conditions, restrictions, reservations, and easement hereinafter set forth, for the benefit of the Subdivision as a whole, and for the benefit of each Lot Owner (as hereinafter defined).

### **DECLARATION**

NOW, THEREFORE, Declarant, as fee owner of the Property, hereby declares that the Subdivision and all portions or outlots thereof shall be used, held, leased, transferred, sold, and conveyed subject to the covenants, conditions, restrictions, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot (as hereinafter defined) as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

The general purpose of this Declaration is to: (1) promote the harmonious development of the Subdivision into a high quality residential community while protecting the natural beauty and quality of the environment; (2) help ensure that the Subdivision will become and remain an attractive community; (3) guard against the erection of poorly designed or poorly proportioned structures; (4) require harmonious use of building materials as further described on page 10 of the County Next Generation Housing Framework as more particularly described on Exhibit C, attached hereto and incorporated herein; (5) promote the highest and best residential development of the Subdivision; (6) require the erection of attractive homes in appropriate locations on building sites; (7) be in compliance with Municipal (as hereinafter defined) codes and ordinances; and (8) provide for the expansion of the Subdivision consistent with this Declaration.



## ARTICLE 1. DEFINITIONS

Capitalized terms not otherwise defined in this Declaration shall have the assigned definitions:

1.1 **“Association”** shall mean Oaks of Jackson Homeowners Association, Inc., the members of which shall be all Owners (as hereinafter defined) of Lots (as hereinafter defined) in the Subdivision.

1.2 **“ACC”** shall mean the Architectural Control Committee as established by the Declarant.

1.3 **“Association Insurance”** shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.4 **“Board”** or **“Board of Directors”** shall mean the governing body of the Association, elected according to the Bylaws.

1.5 **“Building”** shall mean any freestanding structure located in the Subdivision. A “dwelling” or a “home” is a Building intended for occupancy in according with **Section \_\_\_\_**.

1.6 **“Bylaws”** shall mean the Bylaws of the Association as adopted by the Board.

1.7 **“Common Areas”** shall mean the easements, all Outlots in the Subdivision with the exception of Outlots 6 and 8, Public Pedestrian Access System, and those areas identified on that certain Plat of Subdivision as recorded in the Register’s Office as Common Areas. Each Owner shall have an equal undivided interest in the Common Areas, and all deeds and other conveyances of any Lot shall be deemed to include such interest in the Common Areas, whether or not so specifically stated in any such deed or other conveyance.

1.8 **“Common Improvements”** shall mean all personal property, fixtures, structures, improvements, signs, Storm Water Facilities, landscaping, utilities, Mailbox CBU’s, Buildings or other improvements made by the Developer or the Association in the Common Areas.

1.9 **“County”** shall mean the County of Washington, Wisconsin.

1.10 **“Declarant”** shall mean the Village of Jackson, Wisconsin and its successors and assigns pursuant to **Section \_\_\_\_** of this Declaration.

1.11 **“Declaration”** shall mean this Declaration as the same may be amended from time to time.

1.12 **“Developer”** shall mean the Village of Jackson, Wisconsin.

1.13 **“Director”** shall mean a member of the Board.

1.14 **“Documents”** shall mean the Articles of Incorporation of the Association, the Bylaws, the Rules, and this Declaration, as they may be amended from time to time.

1.15 **“Dwelling Unit”** shall mean a structure or that part of a structure which is used or intended to be used as a home, residence or sleeping place by one person or by two or more persons maintaining a common household, to the exclusion of all others.

1.16 **“Easement”** shall mean an area on a Lot or in the Subdivision to which has been granted the right of use to an Owner, the Association or a third party for a limited purpose and shall be identified as shown on the Plat. An Owner shall not build, plant or create any obstruction on, over, under or through an Easement, except as consistent with the express, written grant of said Easement rights.

1.17 **“Lot”** shall mean a platted lot intended for construction of a home as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat. The term “Lot” will also include any platted lot intended for construction of a home as shown on any amendment to the Plat or additional plat of any Outlot, which lots are included in any amendment expanding the jurisdiction of this Declaration under **Section \_\_\_\_\_**.

1.18 **“Municipality”** or **“Municipal”** shall mean the Village of Jackson, Wisconsin.

1.19 **“Multi-family Residential”** shall mean a residential building that contains three or more dwelling units.

1.20 **“Occupant”** shall mean the Owner and any other person residing in a Building.

1.21 **“Occupancy”** shall mean the point at which a building inspector has deemed a building habitable pursuant to all applicable codes and ordinances.

1.22 **“Owner”** shall mean each fee simple owner or land contract vendee of a Lot. The Declarant is an Owner with respect to Lots to which it holds title.

1.23 **“Outlot”** or **“Outlots”** shall mean an outlot as shown on the Plat, and any subsequent plats. The reference to an Outlot by a number shall mean that particular Outlot as shown on such Plat.

1.24 **“Pet”** shall mean those animals allowed to be kept as domestic pets consistent with applicable Municipal ordinance.

1.25 **“Plat”, “Plat of Subdivision”, or “Final Plat”** shall mean the Plat of The Oaks Jackson, as recorded with the Register’s Office on \_\_\_\_\_, 2023 as Document No. \_\_\_\_\_ and attached hereto as Exhibit B.

1.26 **“Register’s Office”** shall mean the office of the Register of Deeds for Washington County, Wisconsin.

1.27 **“Rules”** shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.28 “**Storm Water Basin**” shall mean the storm water basins and any associated facility installed in Outlots 2 and 7 together with the easements as shown on the Final Plat.

1.29 “**Storm Water Management Agreement**” shall mean that certain Storm Water Management Practice Maintenance Agreement executed by Declarant and recorded with the Register’s Office.

1.30 “**Storm Water Permit**” shall mean the permit as issued by the Municipality, as shall be assigned to the Association, for the maintenance and upkeep of the Storm Water Facilities.

1.31 “**Subdivision**” shall mean all of the Lots and Outlots, as more particularly described on Exhibit A and as depicted on the Plat attached hereto as Exhibit B.

1.32 “**Public Pedestrian Access System**” shall mean the paved and unpaved trail system and related amenities as may be located on and over certain Outlots as depicted on the Plat.

## ARTICLE 2. ARCHITECTURAL CONTROL

### 2.1 Architectural Controls; Restrictions on Development.

2.1.1 Architectural Control Committee. Prior to occupancy of at least seventy percent (70%) of the Lots, the ACC shall consist of three (3) members of the Village of Jackson’s Project Management Team appointed in writing by Declarant. The Declarant appointed members are not required to be Lot Owners in the Subdivision. All members of the ACC shall serve at the pleasure of the Declarant. The Declarant shall surrender the selection of the members of the ACC to the Association upon occupancy of at least seventy percent (70%) of the Lots. Upon Declarant’s surrender of the ACC as provided above, the members of the ACC shall be elected by the Board. Notwithstanding the election of the new members of the ACC, the approval of Drawings for the initial construction of a home on a Lot shall not be effective without the express prior consent of the Declarant; approval of Drawings for other matters will not require Declarant’s approval.

2.1.2 No Development Without Prior Approval. Not less than ten (10) days prior to each time any of the following is proposed to occur:

- (a) commencement of construction of any Building or other improvements or alteration on any Lot; or
- (b) the reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto; or
- (c) the demolition of any Building or other improvements on any portion or portions of such property;

the Owner(s) of such property shall submit to the ACC for consideration as described below three (3) copies of written information, which shall include a survey of such property prepared by a

licensed surveyor or the equivalent, as approved by the ACC for the particular submission, (“**Drawings**”) showing:

- (1) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such property,
- (2) detailed plans and specifications for construction or reconstruction, including building material, type and color, and plans to screen the demolition, construction or reconstruction from view,
- (3) the proposed landscaping, including any fences or walls, and
- (4) the proposed location and specifications for utilities servicing such improvements.

The Drawings shall be submitted in 11x17 format and reflect the proposals in (1) through (4) above, which are appropriate to be shown on the survey. Any of the actions described in clauses (a) through (c) above may be taken (subject to Section 2.1.3 below) on or after the date on which the ACC approves or does not object or is deemed to have done so as provided in Section 2.1.3 below, unless such time periods are waived by the ACC in its sole discretion where the ACC believes that such earlier commencement is consistent with the purposes of this Declaration. No action described in paragraphs (a) through (c) above shall take place without the approval by the ACC of the Drawings for such action, except if the action is the repair or replacement of previously approved exterior features with features that are identical.

The Municipality may also require permits prior to proceeding with the development activities for the items listed above.

**2.1.3 Standards and Procedural Considerations.** The ACC shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review have been paid. In considering any Drawings, the ACC shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint color), landscaping, the placement and protection of trees and such other matters proposed in such Drawings comply with the terms of this Declaration and the Municipality’s ordinances and otherwise are, in the ACC’s sole opinion, in keeping with and do not detract from the harmony of the external design of, or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). Approval must be express and in writing. The failure of the ACC to approve, object to, or acquiesce conditionally as provided above within thirty (30) business days after submittal of the complete Drawings and payment of any review fees shall be deemed to be the ACC’s acceptance of the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the



Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings and requirements. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional six (6) months if it reasonably determines that delay has been primarily caused by factors outside of the control of the Owner.

2.1.4 Prior Approval for Changes. If after the completion of the improvements to an affected Lot, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected Lot, the Owner shall comply with the provisions of Section 2.1.2 above. A proposed alteration will be deemed substantial if it affects the grade of the affected Lot or the location or exterior appearance of the approved improvements.

2.1.5 Procedures and Budget. The ACC may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Board. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may, but need not, require the payment of a review fee in connection with the submittal of any Drawings pursuant to a written policy. The ACC may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to the applicant. The members of the ACC shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

2.1.6 Separate Municipal Approval. Matters which require approval of the ACC may also require the approval of the Municipality. Obtaining approval from the ACC and from the Municipality is the sole responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Municipality, and approval by the Municipality shall not be deemed approval by the ACC. ACC interpretations of Municipal ordinances are not binding on the Municipality.

2.1.7 Uniformity Standards. Certain standards of architectural control are set forth below. The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard.

2.1.8 Indemnification. Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified, defended, and held harmless by the Association from and against any and all claims, actions, suits, proceedings (including criminal proceedings), losses, costs, damages and expenses, including, without limitation, reasonable attorneys' fees and costs, asserted against, incurred by, imposed in connection with, related to, or resulting from service as a member of the ACC, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member.

In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

2.2 Minimum / Maximum Home Requirements. Only one single-family home not to exceed two stories in height may be constructed on each Lot.

For purposes hereof, "more than one story" includes homes referred to as one and a half story, two-story, split level or bi-level. The type of home and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch or patio areas in the computation. Any additional restrictions are detailed in the Planned Unit Development ("PUD"), as more particularly described on Exhibit D, attached hereto and incorporated herein.

2.3 Garages / Driveways. Each residence shall have a garage for not less than two cars containing a minimum of 484 square feet (and as further described on pages 10 to 12 of the County Next Generation Housing Framework Minimum Quality Standards as more particularly described on Exhibit C, attached hereto and incorporated herein). All driveways shall be asphalt or concrete or some other hard surface as approved by the ACC and shall be installed no later than twelve (12) months from occupancy. No permanent gravel drive will be permitted.

2.4 Certain Exterior Features. With respect to the construction of a Building on a Lot or other improvement to a Lot:

2.4.1 Fences and Walls. All fences and walls are subject to applicable Municipal ordinances, governmental easements and building codes.

2.4.2 Grading. No soil shall be removed from any Lot nor may excess soil stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved Drawings. Even if so approved, the final grades (sometimes called a "finish grade" or "master grade") of a Lot must conform to a Master Grading Plan approved by the Municipality as provides for in Section 2.5.1. The ACC shall be acting reasonably if it requires that, on Lots with significant grades as determined by the ACC, portions of basement walls be exposed to allow for a more natural transition between homes. Any such exposed basement or foundation walls shall be covered with suitable material consistent with the overall architecture of the home.

2.4.3 Pools. Owner is responsible to ensure conformance to applicable Municipal and State of Wisconsin codes and ordinances to insure conformance to size, setbacks and any other requirements.

2.4.4 Cluster Box Units. The United States Postal Service requires the use of Cluster Box Units (“CBUs”), within the subdivision. The Association shall be responsible for all costs associated with the CBUs, including contracting and payment for the materials and installation. The Association will be responsible for coordinating maintenance and repairs of the CBUs along with initial distribution of the mailbox keys to the initial Lot Owners. The Association will be responsible for providing a clear path free of snow or debris to the CBUs for the mail delivery carrier and residents. Upon the initial request from an Owner, the Association shall turn over all the mailbox keys for that respective Lot to the initial Owner in exchange for a signed agreement from the Owner. In the event keys are damaged, lost or not transferred to subsequent Owners, the current Owner shall have sole responsibility for coordinating obtaining keys to their box in the CBU and payment of all costs incurred.

2.4.7 Alternative Energy. No solar collectors, wind turbines, or other exterior energy producing devices shall be erected or installed unless approved by the ACC.

2.4.8 Dog Kennels. All dog kennels or pens are subject to applicable Municipal ordinances, governmental easements and building codes.

2.4.9 Play Equipment. If an Owner chooses to install a play set of any size, whether temporary or permanent, said playground equipment must be approved in advance by the ACC and conform to Municipal codes and ordinances. Play equipment shall be located a minimum of ten feet (10’) away from any property lines.

## 2.5 Grading and Landscaping.

2.5.1 Master Grading Plan. Declarant has established a master surface drainage plan consistent with the master grading plan on file with the Municipality (the “**Master Grading Plan**”) designating the manner in which each Lot shall drain in relation to all other Lots, a copy of which is attached hereto as Exhibit E and incorporated herein by reference. Compliance of all grading and construction work to the Master Grading Plan is important to the effective drainage of all Lots and affects the value of all Lots. Within sixty (60) days after substantial completion of a dwelling on any Lot, the Owner shall grade the Lot to conform to the Master Grading Plan. Each Owner will take such action as is reasonably necessary to maintain the grading and landscaping of the Owner’s Lot in accordance with the Master Grading Plan and shall refrain from taking actions which would cause the grading or landscaping to not conform to the Master Grading Plan without Municipal and ACC approval. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance, correction of any drainage condition, and the Owner shall be responsible for the cost thereof. Despite Declarant’s efforts to prepare a Master Grading Plan which will achieve the effective and efficient drainage of storm water from and within the Subdivision, Declarant does not warrant or represent that the Master Grading Plan will achieve any particular effect. Building envelopes are shown on the Plat. Any deviations to the Master Grading Plan shall require review and approval by the Municipal Engineer prior to the issuance of the building permit.

2.5.2 Vegetative Cover. Each individual Lot Owner shall be responsible for installing and maintaining vegetative cover (a lawn or landscaping) on all exposed soil on their Lot to prevent

erosion of the soil into unwanted locations. This vegetative cover must be installed within sixty (60) days of obtaining occupancy of the home or, in the case of winter occupancy as outlined below. Note that other materials are allowable around the foundation and paved surfaces including, but not limited to gravel, mulch, brick or any other material that will reduce erosion and permanently stabilize the disturbed areas of soil. If the Owner of any Lot, after reasonable written notice from the Association, fails or refuses to install vegetative cover as described herein, or maintain it as required above, the Association, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with Municipal codes or ordinances, or the Wisconsin State Statutes. This restriction for vegetative cover does not apply during the winter months when growing conditions will not allow the establishment of vegetation cover. In such an event the Owner shall be required to establish vegetative cover within sixty (60) days of proper growing conditions. The growing season for this area is anticipated to be from mid-April to mid-October.

2.5.3 Irrigation. Irrigation systems for lawns and planting beds, if installed, shall utilize irrigation controllers and components that conform to the Environmental Protection Agency's "WaterSense" criteria. If such criteria are no longer available, the ACC may substitute a different standard. Controllers shall be equipped with a precision soil sensor and rain sensor, as minimum components. Controllers and equipment shall be installed, programmed and maintained according to manufacturer's recommendations. If the model of controller specified above is, in the opinion of the ACC, no longer readily available or available at reasonable cost, the ACC may choose a different controller from time to time as the standard. The ACC may also permit use of other products from other manufacturers, with similar features, as "or equal" products.

2.5.4 Easements. Plantings in the public and private Easements may be limited by terms of the Easement and may be subject to damage or removal for maintenance and/or repair operations by the Municipality or Association.

2.6 Municipal Codes and Ordinances. All items in this Article 2 shall be subject to Municipal codes and ordinances, as may be modified from time to time.

### **ARTICLE 3. ASSOCIATION OF OWNERS**

3.1 Administration. Declarant shall establish the Association, which shall be incorporated as a Wisconsin nonstock corporation, and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property such as easements. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

3.2 Membership and Voting. Effective as of the date of purchase or creation of a Lot, each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If one or more Lots change their status to some

other form of ownership, the votes appurtenant to each original Lot shall not be changed. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 4 of this Declaration.

3.3 Control of Association. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles of Incorporation, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), which rights shall expire upon the occupancy of seventy (70%) of the Lots. Upon Declarant's surrender of its rights to control the Association as provided above, the Directors shall be elected by the majority vote of the Owners within the Subdivision.

3.4 Management. The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon 90-day notice without payment of any penalty.

## **ARTICLE 4. ASSESSMENTS**

### **4.1 Budget and Assessments.**

4.1.1 Deposit. In addition to the Lot purchase price and as established by the Association, each Owner will deposit an initial fee with the Association as an initial assessment amount as stated in the purchase documents. The deposit must be made at the time of closing of the initial purchase of the Lot by an Owner intending to occupy a home on such Lot.

4.1.2 Assessments. The Association shall have the power to levy an annual assessment against each Lot for the purpose of defraying, in whole or in part, the costs incurred by the Association and to fund capital accounts. Such annual assessment shall be levied by the Association as of March 1<sup>st</sup> of each year, and a statement for such amount shall be mailed to the owner of each Lot as of such date and shall be payable on or before March 31<sup>st</sup> of each year. The Association may from time to time permit the payment of the annual assessment on a monthly or other basis, but the entire assessment remains due.

4.1.3 Budget. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots based on such budget as provided above, allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts and may include a replacement reserve for any other purpose determined by the Board in its reasonable discretion, which in each case shall constitute part of the general assessments. Until a new budget is adopted, the prior year's budget shall remain in effect.

4.1.4 Collection. The Association may delegate to a third-party manager or collection agent the authority to collect any assessments.



4.1.5 Special Assessments; Fines. The Association may also levy: (a) special assessments on all Lots for any purpose for which a general assessment or special assessment may be levied; or (b) fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Article 2, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

4.2 Installments; Late Payments. General assessments shall be levied on an annual basis, but shall be due and payable on March 31<sup>st</sup>, or as determined by the Board from time to time and as set forth herein. Special assessments shall be due and payable at such time and in such manner as the Board may determine. If an assessment is not paid when due, then such assessment shall become delinquent and shall accrue interest at the rate of twelve percent (12%) per annum until the assessment is paid in full. Any assessment or installment of an assessment not paid within ten (10) days of its due date may also be subject to a late charge and/or interest as set forth in the Bylaws and/or in the Rules.

4.3 Enforcement; Liens. All general and special assessments which are not paid when due shall constitute a lien on the Lot and shall be collectible and enforceable by the Association by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorneys' fees for collection. The Association shall have the exclusive right and power to collect or enforce collection of all general and special assessments and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Association may purchase a property upon foreclosure of its lien. Under Section 3.2 an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

4.4 Association Statements. Within five (5) business days of written request from an Owner, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

4.5 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

4.6 No Fees or Assessment in Event of Tax Forfeiture. Neither Washington County nor the Municipality shall be liable for any fees or special assessments in the event that Washington County or the Municipality become the owner of one or more Lots by reason of tax delinquency.

## **ARTICLE 5. MAINTENANCE AND ALTERATIONS**

5.1 Owner Responsibility. Each Owner intending to occupy shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner or such Owner's family, guests, or invitees. Each Owner shall, at the Owner's cost, even if no home has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

5.2 Association Responsibility. The Association shall maintain in good condition and repair, including snow removal, replace and operate all of the Common Areas and Common Improvements, including easements, landscaping, trees and plantings in the Common Areas and trimming of such landscaping. The Association may, in its discretion, install additional Common Improvements in the Common Areas. Each Owner shall be responsible for its share of the cost for such activities. The Association shall release and indemnify the Municipality for any maintenance responsibilities with respect to same.

5.3 Municipal Responsibility. The Municipality shall have no responsibility for maintenance or alteration under this Article 5. In the event the Association does not properly landscape or maintain any Common Area, or properly maintain any signage, the Municipality may send written notice to the Association indicating that the Municipality has determined that the Common Areas and/or signage are not being properly landscaped and/or maintained, and further indicating that the Municipality will perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the Common Area and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Municipality shall have the authority to landscape and/or maintain any such Common Area and/or sign referred to in said notice and shall have the right to charge the Owners on a pro rata basis for any costs incurred by the Municipality as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any Owner within the period fixed by the Municipality, charges shall become a lien upon the Owner's Lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Owner's Lot as provided in Section 66.0627, Wis. Stats.

5.4 Alterations and Maintenance. Landscaping, berms, grading, drainage pathways, or Common Improvements may not be removed or substantially altered without written approval by the Association, and shall at all times remain compliant with the Master Grading Plan as defined herein. Maintenance and minor alterations of these improvements are allowed, such as the removal/repair of damage structures, pruning of trees, replacement of ground cover, and repair or replacement of the fencing and other structures. Owners are encouraged to remove trash and debris and should report any unauthorized use within the Common Areas or Common Improvements to

the Association. Declarant and or the Municipality are able to provide a copy of the plans for the Common Area upon request by the Association.

## **ARTICLE 6. RESTRICTIONS ON USE AND OCCUPANCY**

### **6.1 Permitted Uses.**

6.1.1 Single-Family Residential. Each Dwelling Unit shall be occupied and used only for single family, owner-occupied residential purposes. The term “***residential purposes***” includes only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

6.2 Pets. Subject to Municipal Ordinances, and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration, no animals, livestock or poultry shall be raised, bred or kept on any Lot, except that Pets shall be permitted providing they are not raised, bred and/or kept for commercial purposes and service animals and emotional support animals shall be permitted to the extent permitted by applicable municipal ordinances and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration. An Owner or Occupant may keep no more than three (3) Pets per Lot on the conditions that:

- (a) the Pet is not permitted on any of the Common Areas while unattended or unleashed; and
- (b) the Pet is licensed by the Municipality or appropriate licensing authority, if required under applicable ordinances; and
- (c) the Pet is subject to such Rules as the Association may adopt from time to time on the subject; and
- (d) At the drafting of this document, the Village of Jackson has an ordinance that limits the number of dogs at any residence to no more than 2 dogs per household. Homeowners must comply with this ordinance, or any other ordinance invoked at any time by the Village.

6.3 Vehicles. No person shall occupy, park, or otherwise use a vehicle so as to block access to a Lot.

6.4 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited. Garbage containers stored outside during initial construction or remodeling shall be situated only in locations designated by the Association. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the home or garage, except for a period of twelve (12) hours prior to and following the scheduled

garbage pickup. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6.5 Temporary Structures. No temporary structure, trailer, shack, or barn shall be placed or maintained on any portion of a Lot or Common Area without written approval of the ACC, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

6.6 Quiet Enjoyment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant, and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Article 3.

6.7 Patios and Balconies. Patios, decks and balconies of Buildings on Lots shall be kept in good condition and maintained in a quality similar to that of any Building on the Lot.

6.8 Compliance with Laws; Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations, or rules, including but not limited to, Municipal ordinances. Such applicable laws include, but are not limited to, those relating to the storage, transport and release to, from, on or in such Lot of any substance or compound governed by any one or more State of Wisconsin Statutes; Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”); Toxic Substances Control Act (“**TOCSA**”); Resource Conservation and Recovery Act (“**RCRA**”); Municipal ordinances; and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.

6.9 Obstructions. Unless installed by the Declarant or the Association, no playground equipment, bicycle racks or other equipment or material may be placed on the Common Areas.

6.10 No Further Divisions. With the exception of the Twin Home Lots as further developed and Outlots 6 and 8, no Lot may be further subdivided without the approval of the Municipality, the Association and/or the ACC.

## **ARTICLE 7. SPECIAL FEATURES**

7.1 Storm Water Basins. The Storm Water Basins shall be fractionally owned by the Lot Owners and managed by the Association. The Association shall have the ability to impose assessments for the inspection, maintenance, and repair of the Storm Water Basins. The Common Areas include storm sewer and surface water drainage systems. The Storm Water Basins are located in commonly owned outlots as shown on the Final Plat and are Common Areas maintained by the Association in accordance with the Storm Water Agreement and shall be used solely for drainage and storm water purposes and not for recreational purposes. The Association has no duty to ensure the safety of persons using the drainage areas, or to warn of dangers concerning them. Neither the Declarant nor the Association is responsible for the safety of any drainage area for use

by humans or Pets, and neither represents nor warrants that any drainage area is safe for any such use.

7.2 Easements. As provided on the Plat, there are Easements located on various Lots for storm water utilities, overland storm water flow, underground utilities, and other items. These Easements allow access by the Municipality, Association, ACC or other entity to maintain, repair and access the Lots as may be required from time to time.

7.3 Outlots. The Outlots shall be comprised of the following categories:

- (a) Outlot 1 – Tree Preservation and Public Pedestrian Access. Outlot 1 shall be considered a Common Area as defined herein. Declarant has granted in favor of the Municipality and the public the use of and ingress, egress and access over Outlot 1. The Declarant and Association have no responsibility for policing Outlot 1 or the activities of persons using Outlot 1. With the exception of maintenance, reconstruction or repair of vegetation and improvements on Outlot 1, the operation of automobiles, motorcycles or construction equipment shall be prohibited within Outlot 1. The Association shall be responsible for the repair and maintenance of Outlot 1. If the Declarant or Association fail to maintain Outlot 1, the Municipality, in its sole discretion, may repair, maintain and reconstruct Outlot 1 and charge all costs associated with such actions as a special charge directly to the Lot Owners as provided in Section 5.3.
- (b) Outlots 2 and 7 – Stormwater Basins. Outlots 2 and 7 shall be considered Common Areas as defined herein. The Declarant and Association have no responsibility for policing Outlots 2 and 7 or the activities of persons using Outlots 2 and 7. With the exception of maintenance, reconstruction or repair of vegetation and improvements on Outlots 2 and 7, the operation of automobiles, motorcycles or construction equipment shall be prohibited within Outlots 2 and 7. The Association shall be responsible for the repair and maintenance of Outlots 2 and 7 pursuant to the Stormwater Management Plan, as more particularly described in Exhibit F attached hereto and incorporated herein by reference. If the Declarant or Association fail to maintain Outlots 2 and 7 as provided in the Stormwater Management Plan, the Municipality, in its sole discretion, may repair, maintain and reconstruct Outlots 2 and 7 and charge all costs associated with such actions as a special charge directly to the Lot Owners as provided in Section 5.3.
- (c) Outlots 3, 4, and 5 – Public Pedestrian Access. Outlots 3, 4, and 5 shall be considered Common Areas as defined herein. Declarant has granted in favor of the Municipality and the public the use of and ingress, egress and access over Outlots 3, 4, and 5. The Declarant and Association have no responsibility for policing Outlots 3, 4, and 5 or the activities of persons using Outlots 3, 4, and 5. With the exception of maintenance, reconstruction or repair of vegetations and improvements on Outlots 3, 4 and 5, the operation of automobiles, motorcycles or construction equipment shall be prohibited within Outlots 3, 4, and 5. The Association shall be responsible for the repair and maintenance of Outlots 3, 4, and 5. If the Declarant or Association fail to maintain



Outlots 3, 4, and 5, the Municipality, in its sole discretion, may repair, maintain and reconstruct Outlots 3, 4, and 5 and charge all costs associated with such actions as a special charge directly to the Lot Owners as provided in Section 5.3.

- (d) Outlots 6 and 8 – Multi-family Residential Block and Single Family Units and Stormwater Basins. Outlots 6 and 8 shall be considered Expansion Areas. Declarant reserves the right, at any time during the term of this Declaration and in its sole discretion, from time to time to subject portions of the Expansion Areas to this Declaration in accordance with this Section. Each time Declarant subjects a portion of the Expansion Area to this Declaration it is known as an “Expansion.” Unless considered an Expansion Area as defined herein, Outlots 6 and 8 shall require separate Declarations and Associations. Separate Associations as referenced herein shall enter into separate Stormwater Management Agreements with the Association for management of Outlots 2 and 7.

## **ARTICLE 8. INSURANCE**

8.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverage as the Board deems necessary or advisable, such as fidelity insurance for Association officers handling funds of the Association.

8.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an “agreed amount” and a “replacement cost” endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to improvements similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

8.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

8.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a general assessment.

8.5 Waiver. The Association and, by acceptance of a conveyance to a Lot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they

are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

8.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of (1) the size, design or composition of an improvement, or (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy and may be enforced by special assessment against the particular property involved.

8.7 Exclusions from Coverage. Association Insurance coverage shall exclude (a) coverage on any home or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitee, employees, or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverage as are excluded from Association Insurance.

## **ARTICLE 9. AMENDMENT OF DECLARATION**

9.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of at least sixty-seven percent (67%) of the total votes of the Association then entitled to vote. Regardless of the manner of adoption, no amendment shall adversely affect a special right or easement reserved to Declarant under this Declaration or the Municipality without the express written consent of Declarant or Municipality, as applicable. Notwithstanding the foregoing, Declarant reserves the right to unilaterally amend the Declaration until one (1) year after one hundred percent (100%) of the then existing Lots have been sold to an Owner and occupancy permits have been granted for each Lot. During such period, Declarant may also enter into other agreements on behalf of the Association or Owners for purposes of easements and/or other items necessary for the orderly operation and maintenance of the Subdivision and/or Association.

9.2 Procedures. Except with respect to an amendment by Declarant, amendments to this Declaration shall be prepared and executed by the president of the Association, and Municipality as may be required, and shall become effective when recorded in the office of the

Register of Deeds. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded, except for failure to obtain the approval of the Municipality as required by this Section.

## **ARTICLE 10. RIGHTS OF DECLARANT**

10.1 Reserved Rights. Prior to the sale of all Lots by Declarant and occupancy permits granted for all Lots, Declarant:

- (a) Subject to approval by the Municipality, may use the Common Areas and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining sales and/or rental offices, model homes and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegates shall not have the right, without Declarant's express written consent, to locate a general sales office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted for a period not to exceed forty-eight (48) months from the date of issuance of the certificate of occupancy therefor; provided, however, that once a model home is used as a home for an Occupant, it may not thereafter be used as a "model home". Notwithstanding the foregoing, any such use must be in compliance with all Municipal ordinances and regulations and may require a use permit granted by the Municipality.
- (b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the ten (10) feet area adjacent to each Lot line), which rights shall expire one (1) year after conveyance of a Lot by Declarant, and the Common Areas as may be required in Declarant's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for drainage, grading, or public purposes including, but not limited to, cable television or master antenna service, if any, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.
- (c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

## **ARTICLE 11. REMEDIES**

11.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief (including an order requiring the removal at the Owner's expense of Buildings constructed without ACC approval), subject to any other remedy provided by the Bylaws or at law, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

11.2 Owner or Occupant Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or commence litigation, arbitration or other proceeding or other action as the Association deems necessary or appropriate, in its sole discretion. Expenses incurred therefor by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 4 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

## **ARTICLE 12. EASEMENTS**

12.1 Right of Entry. A right of entry to each Lot or Common Area is reserved to the Association to service utility installations located on, in or under such Lot or Common Area provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot or Common Area may be made immediately, whether the Owner or Occupant of such Lot or Common Area is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

12.2 Common Area Easements. The Association may grant easements over and through the Common Areas for such purposes as the Board deems reasonable for the benefit of the Owners.

## **ARTICLE 13. TERMINATION**

13.1 Termination. This Declaration shall be in effect for a period of twenty-five (25) years and automatically renewed for successive periods of ten (10) years each, unless terminated at the end of the original or any extended term by: (i) Declarant (if during the period of Declarant control of the Association), or (ii) the written consent of the owners of not less than ninety percent (90%) of the aggregate then existing Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the office of the Register of Deeds. If the Owners decide to terminate the Association, a maintenance and operation plan for the Common Areas and Storm Water Facilities, if any, shall be presented and approved by the Municipality prior to such termination. Nothing provided in this Section, by itself, terminates or shall be interpreted to authorize termination of any drainage easements, Stormwater Basin maintenance requirements, or other restriction herein that affects an interest in real estate while the record title to the real estate or an interest in the real estate remains

in the State of Wisconsin or a political subdivision or municipal corporation of the State of Wisconsin, including the Municipality, and the duration of any such restriction shall be unlimited and perpetual, unless terminated by the benefitted political subdivision by record document.

#### **ARTICLE 14. CONSTRUCTION AND EFFECT**

14.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

14.2 Including. Whenever used herein, the term “including” preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

14.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

14.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

14.5 Remedies. All remedies herein are cumulative.

14.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

14.7 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

14.8 Other Regulation. Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

14.9 Conflict. In the event any covenant or provision of this Declaration is in conflict with any ordinance, code or law of the Municipality or other governmental authority having jurisdiction, the governing authority shall control and supersede that provision of the Declaration. All remaining covenants and provisions of this Declaration shall remain in full force and effect.



[SIGNATURES APPEAR ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, this Declaration has been duly executed as of the date first above written.

DECLARANT:

THE VILLAGE OF JACKSON,  
a Wisconsin municipal corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF WISCONSIN            )  
                                          ) ss.  
COUNTY OF WASHINGTON    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above named \_\_\_\_\_, \_\_\_\_\_ of The Village of Jackson, by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

[SEAL]

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission: \_\_\_\_\_

This instrument was drafted by:

Attolles Law, s.c.  
222 East Erie Street, Suite 210  
Milwaukee, WI 53202

## THE OAKS OF JACKSON DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into as of the latest date set forth below by and between [**insert developer/builder**] (“Developer”), and its successors and assigns, and the Village of Jackson, Washington County, Wisconsin (“Village”). The Developer is making the commitment to provide “Next Generation Housing” for the citizens of Jackson.

### Recitals

- A. Developer owns the property attached hereto as Exhibit A (the “Property”). The Property is located within the Village.
- B. The public improvements within the project shall be completed in one phase in accordance with the plan attached hereto (see Exhibit B).
- C. Developer intends to develop the Property as a 101 unit residential subdivision with Eight (8) Outlots. The Development contains Forty (40) single family residential lots and Four (4) Twin Home Lots. The Property will be developed with municipal sewer and water provided by the Village (the “Development”).
- D. The Village seeks to protect the health, safety, and general welfare of the community in approving the Development by requiring Developer to comply with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations and benefits provided hereunder, Developer and the Village agree as follows:

- 1. **Scope of Agreement.** The Development is proposed to be developed in one phase as shown on Exhibit A. This Agreement is intended to govern one phase.
- 2. **Construction of Improvements.**
  - a. **Incorporation of Plans.** Construction of the Development will occur in compliance and conformity with the following plans, which have been approved by the Village and are attached hereto as Exhibit B. [**Attach plans – Road plans, development plans, grading plans, landscape plans, erosion control plans, drainage plans, stormwater management plans, etc.**]
  - b. **Contractors Engaged by Developer.** Developer agrees to engage fully qualified and experienced contractors for all construction included in this Agreement. The contractors shall perform their work to the standards of the Village and shall comply with the requirements of the Village’s ordinances and standards in

performing their work. Developer shall furnish the Village with the names of all contractors and their subcontractors; with classification of the work, they will perform prior to beginning any work.

- c. Village Approval and Starting Dates. No land disturbance or work may begin without the Village's approval of the starting date and schedule, which shall be submitted by Developer to the Village a minimum of seven calendar days before work or land disturbance is scheduled to begin. A starting date will not be approved until final plans and specifications for the land disturbance and work have been approved by the Village.
- d. Responsibility for Costs. The Developer agrees to be responsible for its share of any costs or charges related to the Development, which are further defined by Exhibit D, attached hereto and incorporated herein by reference (see Exhibit D).
- e. Acceptance of Work.
  - (1) The Village may have an inspector on site during the construction of the improvements. If acceptable, the Village will certify the improvements as being in compliance with the standards and specifications of the Village. Before obtaining final acceptance of any improvement, the Developer shall present to the Village valid lien waivers from all persons providing materials or performing work on the improvements.
  - (2) No improvements will be accepted by the Village until they have been inspected and approved by the Village and, further, not until all outstanding Village incurred costs, including engineering, inspection, and legal charges indicated herein, have been paid in full and affidavits and lien waivers are received by the Village indicating that Developer's contractors and their suppliers have been paid in full for all work and materials furnished under this Agreement.
- f. Letter of Credit. Developer agrees to provide the Village, on or before the effective date of this Agreement, with security in the form of an irrevocable letter of credit or cash deposit, as deemed acceptable by the Village and its legal counsel, in the minimum amount of \$ [REDACTED] to secure completion of the improvements within the Development. In addition, such security shall remain in full force and effect until acceptance of the improvements by the Village. The security on any letter of credit shall be payable to the Village at any time upon presentation of (i) a sight draft drawn on the issuing bank in the amount to which the Village is entitled to draw pursuant to the terms of this Agreement, (ii) an affidavit executed by the Village President stating that Developer is in default under this Agreement; and (iii) the original of the letter of credit.

- g. Guaranty. Developer agrees to guarantee and warrant all work on the road improvements or other public infrastructure performed under this Agreement against defects in workmanship or material for a period of twelve months from the date of acceptance by the Village. If any defect should appear during the guaranty period, Developer agrees to make required replacement or acceptable repairs of the defective work at Developer's expense. This expense includes total and complete restoration of any disturbed surface or components of the improvements to the standards provided in the plans and specifications. All guarantees or warranties for materials or workmanship from contractors or subcontractors to Developer which extend the twelve-month guaranty period shall be assigned by Developer to the Village.
- h. Street Signs, Street Lamps, Trash Containers, Detention Pond and other Facilities. Developer shall cause electrical power and telephone facilities to be installed at the Development in such a manner as to make adequate service available to each lot within the Development. No electrical or telephone service may be located on overhead poles. Plans indicating the proposed location of all electrical power and telephone distribution and transmission lines required to service the Development shall be approved by the Village Engineer. The Developer shall reimburse the Village for installation of all signs at the intersection of all streets proposed to be dedicated a street sign of a design as approved by the Village.
- (1) Streetlamps. The Developer agrees to pay for the cost of the installation of streetlamps and restoration required by the installation of underground wiring. Streetlamps shall be placed at intervals and in locations as set forth on a streetlamp plan approved by the Village Engineer and We-Energies. The Village shall approve the type and specifications of the Street lamps.
- (2) Trash Containers. A standard Village trash container and recycling bin will be provided by the Village at the time of the Certificate of Occupancy is issued for each residential unit contracted for trash and recycling pickup.
- (3) Detention Pond. The detention pond easement area of Outlots 2 and 7 on Oaks of Jackson Final Plat, as approved by the Village for this development, and the responsibility for the maintenance of all common areas within the development shall be transferred to a homeowner's association created by Developer. The Developer shall maintain the detention pond and the common areas until they are transferred to the homeowner's association. Upon transfer to the homeowner's association, the homeowner's association shall be responsible for maintaining the



pond and the common areas. The Village shall be a party entitled to enforce the obligations of all members of the homeowner's association.

- i. Temporary Signs. Developer may apply for and place its temporary promotional signs on the Developer's property, if approved by the Village, until the models are sold.
- j. Maintenance of Improvements. Developer shall provide for the maintenance and repair of all improvements described in Exhibit B until such time that the improvements, as applicable, are dedicated to the Village (and then, subject to the warranties contained herein).
- k. Time for Completion. Completion of the improvements described in Exhibit B shall occur in accordance with the project schedule attached as Exhibit E. Time is of the essence regarding all dates set forth in the project schedule.

(1) In addition to the time limits outlined in Exhibits E, Developer shall complete the construction of all streets, except the final course of asphalt, including underground utilities prior to issuance of building permits within the site.

(2) The second course of asphalt shall be installed no later than 12 months following the installation of the first course of asphalt, or as directed by the Village Engineer.

- l. Indemnification and Insurance. Developer will indemnify, defend, and hold the Village harmless from and against all claims, costs, and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of, the performance of work described in this Agreement except to the extent caused by the willful or negligent acts or omissions of the Village or its officers, employees, agents, or contractors. Developer is not an agent or employee of the Village. Developer shall require its contractors engaged in the construction of the Development to maintain a current Certificate of Insurance on file with the Village in amounts approved by the Village and naming the Village as additional insured. Developer shall also require that its contractors and their subcontractors indemnify, defend, and hold the Village harmless in the manner set forth in this Agreement.

Developer shall indemnify, defend, and hold the Village and its officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the Village by, under, pursuant to, or in connection with the Plat or this agreement (including, but not limited to, street

right of way and park land) of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of all improvements. Without limiting the generality of the foregoing, the indemnification by the Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether in the soil, groundwater, air, or any other receptor.

- m. Specifications for Improvements. Developer shall abide by all applicable Village ordinances and conditions in effect at the time of approval and in place for the Development by the Village Board, Plan Commission, or the Village's engineers when fulfilling its obligations under this Agreement. Developer shall also fully comply in a timely fashion with all Village ordinances, including zoning, subdivision, and utility-related ordinances.
  - n. General Standards. Where standards and/or specifications have not been established by the Village, all work shall be done in accordance with generally established engineering practices, as designated and approved by the Village.
  - o. Inspections. The Village may inspect the improvements constructed pursuant to this Agreement at intermittent times as they are constructed and completed and, if acceptable to the Village, certify them as being in compliance with the standards and specifications of the Village. If inspection reveals that any improvements do not conform to Village standards or are otherwise defective, the Village will provide timely notice to Developer. Developer shall have 30 days from issuance of such notice to correct or substantially correct the defect. The Village shall not declare a default under this Agreement during the 30-day correction period on account of any such defect unless it is clear that Developer does not intend to correct the defect or unless the Village determines that immediate action is required in order to remedy a situation that poses an immediate health or safety threat.
  - p. Improvements are Private Unless Dedicated. All improvements constructed by Developer shall remain private at all times unless dedication of any improvement is accepted in writing by the Village Board.
3. Street Repair. Developer (including but limited to) utility contractor, and home builders are liable for any damage to any Village Street caused by construction of the Development. Developer hereby consents pursuant to Wis. Stat. § 66.0703(7)(b) to the Village levying special assessments or special charges if the Village is required to repair or replace all or any portion of a Village Street.

4. **Developer to Reimburse Village for Costs Sustained.** Developer shall reimburse the Village for its actual cost of design reviews, inspections, testing, and associated engineering, legal, and other fees relating to the review, approval, and construction of the improvements described in this Agreement. Developer shall also be responsible for paying all fees applicable to the Development in accordance with the Village's ordinances, resolutions, and fee schedules.
5. **Waiver of Special Assessment Notice/Hearing.** In accordance with Wis. Stat. § 66.0703(7)(b), Developer and all relevant property owners waive all special assessment notices and hearings pursuant to the provisions of Wis. Stat. § 66.0703.
6. **Subdivision Covenants.** A copy of the covenants for the Development are attached hereto as Exhibit F. These covenants may not be amended without recording the changes with the affected properties. The Village of Jackson will not act as an enforcement agent of said covenants.
7. **Supplemental General Conditions.**
  - a. **No Vested Rights Granted.** Except as provided by law, or as expressly provided by this Agreement, no other vested rights in connection with the Development shall inure to the Developer. In addition, the Village does not warrant by this Agreement that the Developer is entitled to approvals of any other nature other than as specified in this Agreement.
  - b. **No Waiver.** No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both Village and Developer, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Village's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement. No Village approval pursuant to this Agreement eliminates the need for other local, state, or federal authorizations relevant to the Development.
  - c. **Amendment.** This Agreement may be amended or modified only by written agreement, signed by both parties.
  - d. **Default.** The Village reserves to itself all remedies available at law or equity as necessary to cure any default by Developer. Remedies shall be cumulative, and the exercise of one shall not preclude the exercise of others.

- e. Entire Agreement. This Agreement, and any written amendments and referenced attachments, hereto, shall constitute the entire agreement between the Village and Developer pertaining to the Development.
- f. Binding Effect. This Agreement is binding upon the parties hereto, as well as their respective heirs, successors and assigns.
- g. Enforcement Attorneys' Fees. If the Village is required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, and if the Village substantially prevails on any claim in the litigation, arbitration, or mediation, the Developer shall pay all Village costs, including reasonable attorneys' fees and expert witness fees.
- h. No Assignment. The benefits of this Agreement to the Developer are personal and shall not be assigned without the express, prior written approval of the Village. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the above, the burdens of this Agreement are personal obligations of the Developer and shall also be binding on the heirs, successors and assigns of the Developer.
- i. Insurance. The Developer shall provide the Village with a certificate of insurance and active insurance naming the Village as an additional insured for the issuance of permits, ongoing operations, and completed operations with minimum commercial general liability coverage of \$2,000,000 per occurrence and \$5,000,000 general aggregate together with workers' compensation and employers' liability in the amount of \$500,000 for each accident. Such insurance must be maintained for a period of not less than twelve months after the acceptance of the project and completion of all work described in this agreement. Insurance must be provided by an insurance company authorized to do business in the State of Wisconsin and must have an AM Best rating at the time of inception of the policy of A- or better. Developer must also require their contractors and subcontractors to provide insurance no less than above, including additional insured provisions protecting the Village for ongoing and completed operations.
- j. Sovereign Immunity. Nothing contained in this Agreement constitutes a waiver of the Village's sovereign immunity under Wisconsin law.
- k. Disclaimer of Personal Liability of Public Officials. Under no circumstances shall any Village official, officer, employee or agent (together "Village") have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability. Furthermore, the Village shall have no obligation or liability for any obligations or responsibility to any lending institution, contractor or subcontractor or any other party retained by the Developer in the

performance of its obligations and responsibilities under the terms and conditions of this Agreement. The Developer specifically agrees that no representation, statements, assurances or guarantees will be made by the Developer to any third party or by any third party that is contrary to this provision.

- l. Developer Representations and Warranties. Developer represents and warrants to the Village (a) that it is a corporation duly organized and existing under the laws of the State of Wisconsin and that all proceedings of the Developer necessary to authorize the negotiation and execution of this Agreement, and the consummation of the transaction contemplated by this Agreement, have been taken in accordance with applicable law, and (b) that all documents required to be executed and delivered by the Developer have been duly and validly authorized, executed and delivered and will be enforceable against the Developer in accordance with their terms, except as limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights.
- m. Severability. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegal or unenforceable part, term or provision shall not affect the validity of any other part, term or provision and the rights of the parties will be construed as if the part, term or provision was never included in this Agreement.
- n. Recording. The parties agree that this Agreement shall be recorded with the Washington County Register of Deeds. The Developer shall reimburse the Village for the cost of recording this Agreement.

SIGNATURE PAGE TO FOLLOW



**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the dates set forth below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

VILLAGE OF JACKSON

By: \_\_\_\_\_  
Mike Schwab, Village President

Attest: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Other Signatures

By: \_\_\_\_\_  
Authorized Representative

**DRAFT MINUTES  
PLAN COMMISSION MEETING  
Thursday, February 23, 2023 at 7:00 p.m.  
Jackson Municipal Complex  
Village Board Room  
N168W19851 Main Street  
Jackson, WI 53037**

**1. Call to Order and Roll Call**

President Schwab called the meeting to order at 7:12 p.m.

Members Present: Tr. Emmrich, Tr. Kruepke, Jon Molkentin and Dan Reik

Excused Absent: Ryan Ganshow and Doug Wilcox

Village Board Member Present: Trustee Heckendorf

Staff Present: Director of Inspections Collin Johnson and Administrator Jen Keller

Also Present: Deb Sielski and Hannah Keckeisen of Washington County Department of Community Development.

**2. Approval of Minutes for the Plan Commission Meeting of January 5, 2023**

Motion by President Schwab, second by Tr. Kruepke to approve the Plan

Commission minutes of January 5, 2023.

Vote: 4 ayes, 0 nays. Motion carried.

**3. Preliminary Plat – Parcel #V3\_053600B – The Oaks of Jackson – Village of Jackson**

Administrator Keller provided an overview of the Preliminary Plat and supportive documents.

Motion by President Schwab, second by Dan Reik to recommend to the Village Board approval of the Preliminary Plat for Parcel #V3\_053600B The Oaks of Jackson as proposed by the Village of Jackson subject to the following:

**General Conditions (1-3)**

1. **Staff and Governmental Approval.** Prior to the Village signing the final plat/CSM, the commencement of any construction of any improvement, whether public or private, or any site development, the development shall satisfy all comments, conditions and concerns of the Village engineer, the Village planner and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Administration ch. 236, Wisconsin Statutes and ch. Comm. 85, Wisconsin Administrative Code; and Washington County.
2. **Professional Fees.** The Village shall participate in all costs and expenses of any type in connection with this development, including the cost of professional services incurred by the Village such as engineering, legal, planning, and other consulting fees, for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.

3. **Surveyor's Responsibility.** Although the Village of Jackson has reviewed the subdivision plat/certified survey map, the surveyor is entirely responsible for the thoroughness and accuracy of the survey and related matters and compliance with all state and local codes, ordinances, and procedures. Modifications to the survey may be required should errors or changed conditions be found at a future date.

### **Specific Conditions (1-8)**

1. The subdivider must obtain the approval of the Village engineer.
2. The Date and name of delineator should be added to the plat with corresponding notes.
3. The Village will confirm the proposed street names are acceptable with Final Plat review and approval.
4. The subdivider must obtain all necessary approvals as specified in s. 236.34(1), Wis. Stats.
5. The subdivider must prepare and submit deed restrictions to the Village and obtain approval of the same
6. Prior to any (1) land-altering activity or (2) the execution of the final plat, the builder or condo developers must enter into a Development Agreement with the Village, upon such terms as determined by the Village Board, and obtain approval of the same. In addition to general provisions in a developer agreement, the agreement must address the following special circumstances:
  - a. Phasing of the development.
  - b. A description of those improvements that are needed to the Village's water and sewer infrastructure, if any, that may be needed to provide service to the subdivision and any cost recovery mechanisms needed to fund such required work.
  - c. At the time of approval of the preliminary plat, the subject property consists of two undeveloped Outlots 6 and 8 parcels. A provision must be added to ensure both parcels remain under the control of the subdivider.
  - d. The Village Engineer shall review and approve all required plans (e.g., construction plans, stormwater management, and erosion control) and all permit applications must be submitted and approved.
  - e. The Engineer shall approve a stormwater management plan to include any necessary access easements which shall be described with a legal description.
  - f. The engineer shall approve a land management plan for Outlots 1, 2 and 7. Such plan must describe vegetation management objectives and permissible uses of such lands within the PUD language.
  - g. Any other conditions determined by the Village Planner, Engineer, or Attorney.
7. A Notice of Intent permit is required by NR 216.42, Wis. Stats. for construction sites of one acre or more of land disturbance. The Engineer must obtain a copy, as that has been issued.
8. The final plat must show all required features listed in the Village's land division regulations and comply with all required standards and procedures unless modifications are approved via PUD review and approval. In particular, the final plat needs to address the following items:

- a. Any maintenance of paths for Outlots 3, 4 and 5.
- b. The area of land being dedicated to the public for street purposes must be stated on the face of the plat per s. 236.20(2)(i), Wis. Stats.
- c. Include the following note(s) on the face of the final plat substantially as follows:
  - i. The titleholders of Lots 1 through 44 own a 1/44th undivided and nontransferable interest in Outlots 1, 2, 3, 4, 5, 7. The use and maintenance of the outlots is governed by Declaration of Covenants approved by the Village Board.
  - ii. The titleholders of Lots 1 through 44 are responsible for the maintenance of the stormwater facilities in the subdivision consistent with the stormwater management plan.
  - iii. Stormwater management practices are located in one or more of the outlots in the subdivision. There are one or more separate documents recorded on the property title through the Washington County register of deeds entitled "stormwater management practice maintenance agreement" ("maintenance agreement") that apply to outlots. The maintenance agreement subjects this subdivision plat, and all lot owners therein, to covenants, conditions, and restrictions necessary to ensure the long-term maintenance of the storm water management practice. The agreement also outlines a process by which the Village of Jackson may levy and collect special assessments or charges for any services the community might provide relating to enforcement of the maintenance agreement.
- d. Show any existing easements and include the document number of the instrument of origin

Vote: 4 ayes, 0 nays. Motion carried.

**4. Ordinance 23-04 – Rezoning of Tax Parcel V3\_053600C for Planned Unit Development (PUD) to B-1 (Community Business District) – Village of Jackson**

Tr. Emmrich joined the meeting at 7:19 p.m.

Motion by Tr. Kruepke, second by Jon Molkentin to recommend to the Village Board approval of Ordinance 23-04 Rezoning of Tax Parcel V3\_053600C from Planned Unit Development (PUD) to B-1, Community Business District and to amend the zoning map accordingly.

Administrator Keller stated a public hearing would be required at the March 14<sup>th</sup> Board Meeting prior to the Village Board taking action.

Vote: 5 ayes, 0 nays. Motion carried.

**5. Ordinance 23-05 – Amending Ordinance Section 48-177 Pertaining to Parking Requirements**

Motion by President Schwab, second by Tr. Kruepke to recommend the Village Board adopt Ordinance 23-05 Amending Section 48-177 of Village Code regarding Parking Requirements.

Administrator Keller stated a public hearing would be required at the March 14<sup>th</sup> Board Meeting prior to the Village Board taking action.

Vote: 5 ayes, 0 nays. Motion carried.

**6. Citizens to Address the Plan Commission**

No comments were provided.

**7. Adjourn**

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

Vote: 5 ayes, 0 nays. Meeting adjourned at 7:22 p.m.

Respectfully submitted,

Jen Keller  
Village Administrator



# Memo

**To:** Board of Public Works

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

**Subject:** Town of Jackson Water Expansion Area – Water Service Request  
Derek Strohm – Mill Road

**Date:** February 23, 2023

**CC:** Village Board

The Jackson Water Utility has received an application for a new water service request located in the Town of Jackson Water Expansion Area. The water service request is for a proposed new single-family residence located on Mill Road with no construction start date. The purchase of the land is subject to receiving a water connection.

After reviewing the design and the water demand of the request, the calculation of pressure available for uniform loss is 48.14 psi which meets the standard set by the PSC (Public Service Commission) and the DNR (Department of Natural Resources). Although, a house plan does not exist, and the water calculation was created by assumptions. A new water loss calculation worksheet will have to be resubmitted once final plans exist.

The Jackson Water Utility has completed a capacity study of the “Expanded Water System”. The study identified a maximum number of available connections for the system. We have ten connections left to offer for the area, until the system would have to be upgraded to allow more connections.

The past practice is to grant approval through a resolution process for one year period. If the connection is not made, the property owner would have to re-apply for a new water connection.

If you have any questions, please let me know.

Brian W. Kober, P.E.

**Jackson Water Utility**  
**Application for Connection to Water System**

Name of Property Owner: Derek Ström

Phone Number: 920-723-1296

Email: derekstrom@gmail.com

Description of Property: rural/residential

Address of Property: mill Rd Sec 28, T10N, R20E, P10S NW 5E Doc 1550465

Tax Key Number: T7 0744

Size of Property: 10.980 Acres

Description of Use on Property: New Home

Water Usage (gallons per day): 300 gal / Day

Size of Water Service (Diameter in inches; Length in feet): 3" - 1,029.56

Size of Valves on Lateral (inches): 3"

Type of material of Lateral: HDPE

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

Describe method for installation of lateral: Trenching + backfilling

Time/Schedule of Installation: ~~1 day~~ - 1 year

Name of Contractor for installation: Owner Phone #: 920-723-1924

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

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

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

Signature of Applicant: 

Date: 2-24-2023

Jackson Water Utility Approval: \_\_\_\_\_

Date: \_\_\_\_\_

## WATER CALCULATION WORKSHEET FOR

Derck Strohm mill Rd 0744

NAME/ADDRESS OF PROJECT

## INFORMATION REQUIRED TO CALCULATE WATER SERVICE SIZE

- |                                                                                              |                                                                  |              |                |
|----------------------------------------------------------------------------------------------|------------------------------------------------------------------|--------------|----------------|
| 1. Demand of building in gallons per minute.                                                 | WSFU's <u>42.50</u>                                              | 1.a. = (GPM) | <u>26.00</u>   |
| 2. Difference in elevation from main to external pressure tank or to building control valve. |                                                                  | (feet)       | <u>45.33</u>   |
| 3. Size of the water meter. (when applicable)                                                | <u>5/8</u> <u>3/4</u> <u>1</u> <u>X</u> <u>1.5</u> <u>2</u> Inch |              |                |
| 4. Developed length from main or external pressure tank to building control valve.           |                                                                  | (feet)       | <u>1029.56</u> |
| 5. Low pressure at main in street or external pressure tank.                                 |                                                                  | (psig)       | <u>62.50</u>   |

## CALCULATE WATER SERVICE PRESSURE LOSS

- |                                                                                                |              |              |
|------------------------------------------------------------------------------------------------|--------------|--------------|
| 6. Low pressure at main in street or external pressure tank. (value of #5 above)               |              | <u>62.50</u> |
| 7. Water service diameter is <u>3.00"</u> Material is <u>HDPE</u>                              |              |              |
| Pressure loss per 100 ft. = <u>0.15</u> p.s.i. X <u>10.2956</u>                                |              | <u>1.54</u>  |
| (decimal equivalent of service length, i.e. 65ft = 0.65) (Subtract line 7. From line 6.)       | subtotal     | <u>60.96</u> |
| 8. Determine pressure gain or loss due to elevation. (multiply the value of #2 above by 0.434) | value of "8" | <u>19.67</u> |
| 9. Available pressure after the bldg. Control valve. (subtract or add line 8. Enter in "B".)   | subtotal     | <u>41.28</u> |

## CALCULATE THE PRESSURE AVAILABLE FOR UNIFORM LOSS (VALUE OF "A")

- |                                                                                                                                                    |                        |               |
|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------|
| B. Available pressure after the building control valve. (from "9" above)                                                                           | value of "B"           | <u>41.28</u>  |
| C. Pressure loss of water meter. (when meter is required or installed)                                                                             | value of "C"           | <u>4.00</u>   |
| (subtract line C. From B.)                                                                                                                         | subtotal               | <u>37.28</u>  |
| D. Pressure at controlling fixture.<br>(controlling fixture is <u>BATHTUB VALVE</u> )                                                              | value of "D"           | <u>20.00</u>  |
| (subtract the value of D.)                                                                                                                         | subtotal               | <u>17.28</u>  |
| E. Difference in elevation between the building control valve<br>and the controlling fixture in feet <u>15.00</u> X <u>0.434</u> psi/ft.           | value of "E"           | <u>6.51</u>   |
| (subtract the value of E.)                                                                                                                         | subtotal               | <u>10.77</u>  |
| F. Pressure loss due to water treatment devices, and backflow preventers which<br>serve the controlling fixture.<br>Pressure loss due to <u>NA</u> | value of "F"           | <u>0.00</u>   |
| (subtract the value of F)                                                                                                                          | subtotal               | <u>10.77</u>  |
| G. Developed length from building control valve to controlling fixture in feet X <u>50.00</u> 1.5                                                  | Divide by value of "H" | <u>75.00</u>  |
| (Water distribution piping material is <u>HDPE</u> ) (divide by the value of G.)                                                                   | subtotal               | <u>0.14</u>   |
| (multiply by 100)                                                                                                                                  |                        | <u>100.00</u> |
| A. Pressure available for uniform loss                                                                                                             | "A" =                  | <u>14.36</u>  |

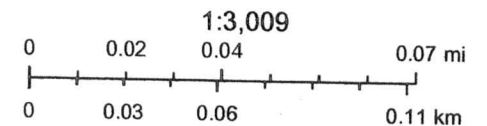


# Village of Jackson



2/22/2023, 3:08:33 PM

IM20\_5K-3\_1220\_S.sid Blue: Band\_3 Green: Band\_2 IM20\_5K-3\_1219\_S.sid Blue: Band\_3  
 Red: Band\_1 IM20\_5K-3\_1220\_N.sid Blue: Band\_3 Red: Band\_1 IM20\_5K-3\_1219\_N.sid  
 Green: Band\_2 Red: Band\_1 Green: Band\_2 Red: Band\_1



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA,



**0744 MILL RD.**

1. CONNECT TO EXISTING PLUMBING IN MECHANICAL ROOM AT GRADE.
2. AVOID LANDSCAPING, PIPING AND UNDERGROUND UTILITIES, INCLUDING IRRIGATION SYSTEM NEAR HOME.
3. COORDINATE WITH OWNER TO MINIMIZE DISRUPTION TO FIELD CROPS.

**2.5"ID/ 3"OD****1.25"ID/ 1.5"OD**





# **Water Utility Capacity Analysis**

**Analysis of Water Distribution and Transmission System**

**Village of Jackson, Wisconsin**

**November 2019**



November 21, 2019

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

Re: Water Utility Master Plan Update

Brian,

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

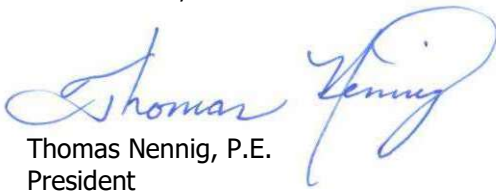
- Existing System Capacity
- System Expansion in Town of Jackson
- Future Infrastructure Improvements

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

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

Sincerely

CITY WATER, LLC



Thomas Nennig, P.E.  
President



Eric Fulsaa  
Project Engineer

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# Introduction

## **BACKGROUND**

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

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

## **PROJECT SCOPE**

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

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



## SECTION 2

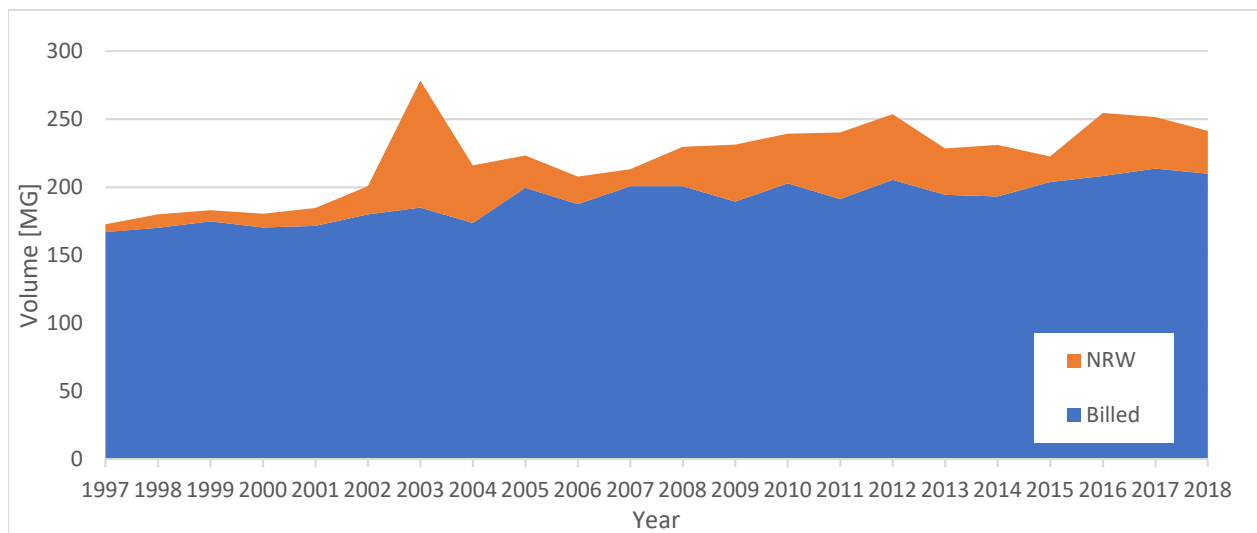
# Water Demands & Supply

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

### WATER DEMAND UPDATE

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

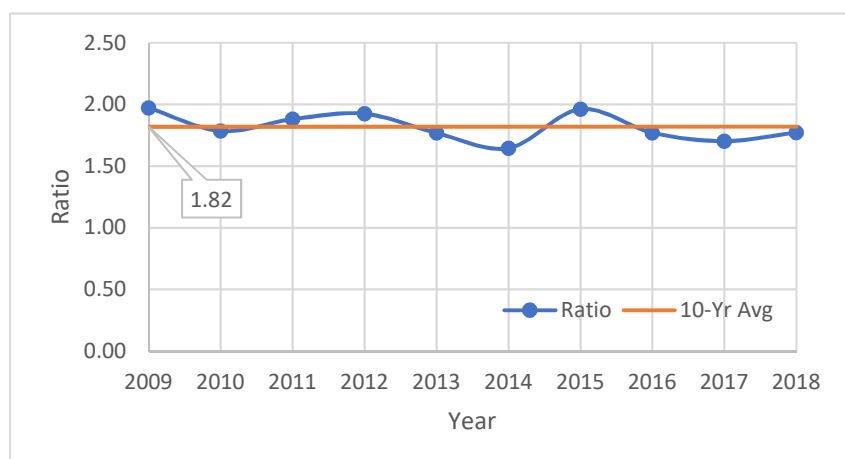
Figure 1 - Annual Water Produced and Sold



\*NRW: Non-Revenue Water

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

Figure 2 - Max Day/Avg Day Ratio





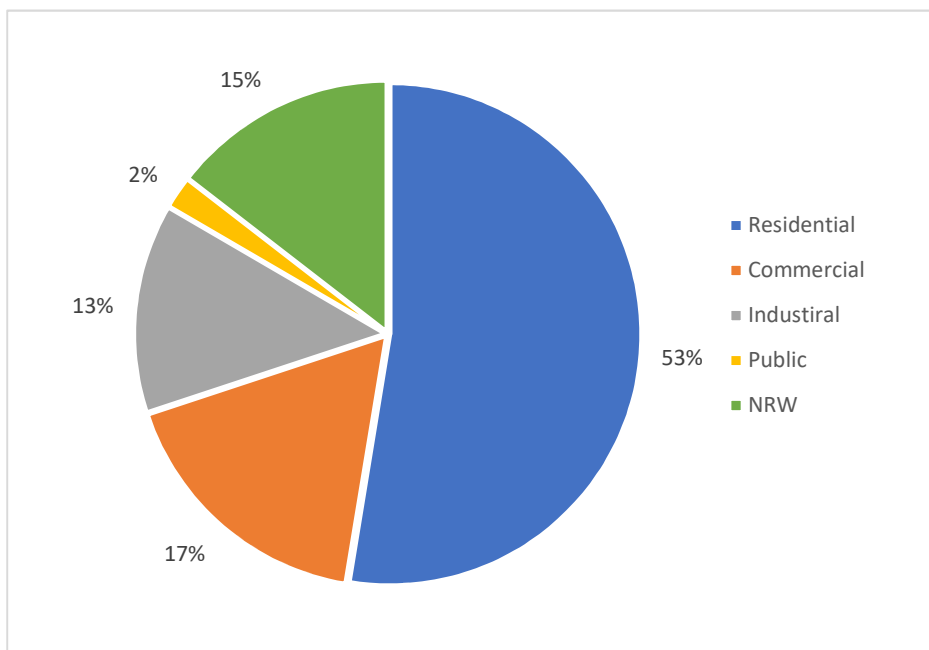
a maximum day to average day ratio of 2.0 will be used as a conservative estimate.

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

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

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

Figure 3 - Water Consumption 1998-2018



### PROJECTED WATER DEMANDS

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



Table 1 - Projected Population and Water Demands

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

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

Table 2 - Residential Customer Usage

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

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

## SUPPLY CAPACITY

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

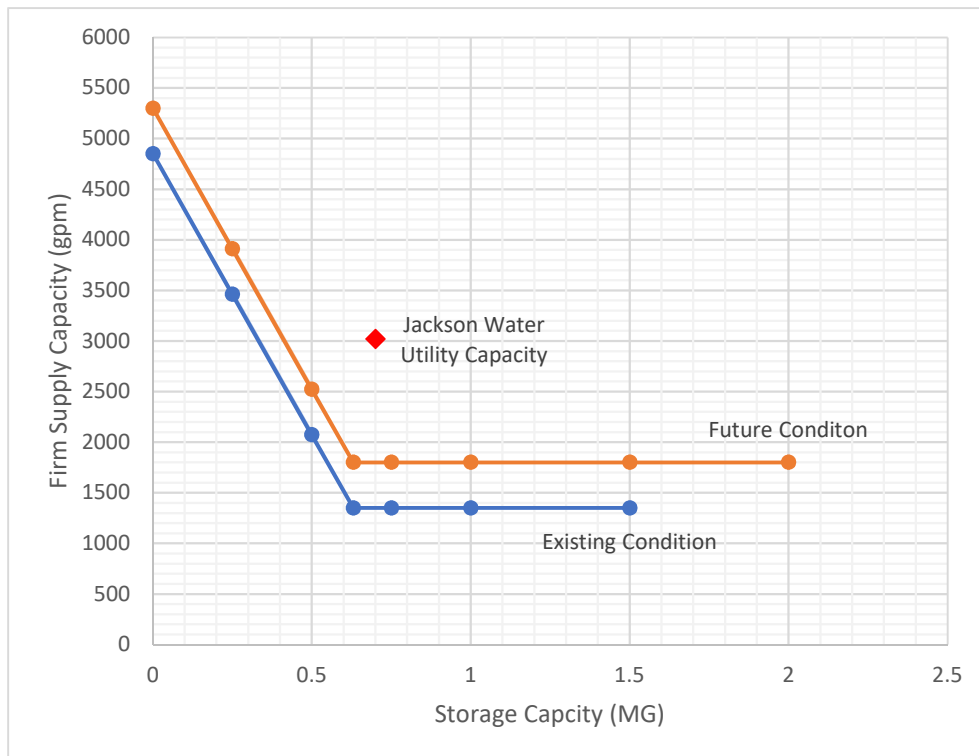


When evaluating the adequacy of the existing supply and storage facilities, the following criteria should be met:

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

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

Figure 4 - Supply & Storage Curve



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



## Town of Jackson

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

### **HYDRAULIC CONSTRAINTS**

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

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

### **PEAK HOUR DEMAND**

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

### **FIRE FLOW DEMANDS**

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



## MAXIMUM FUTURE CONNECTIONS

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

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

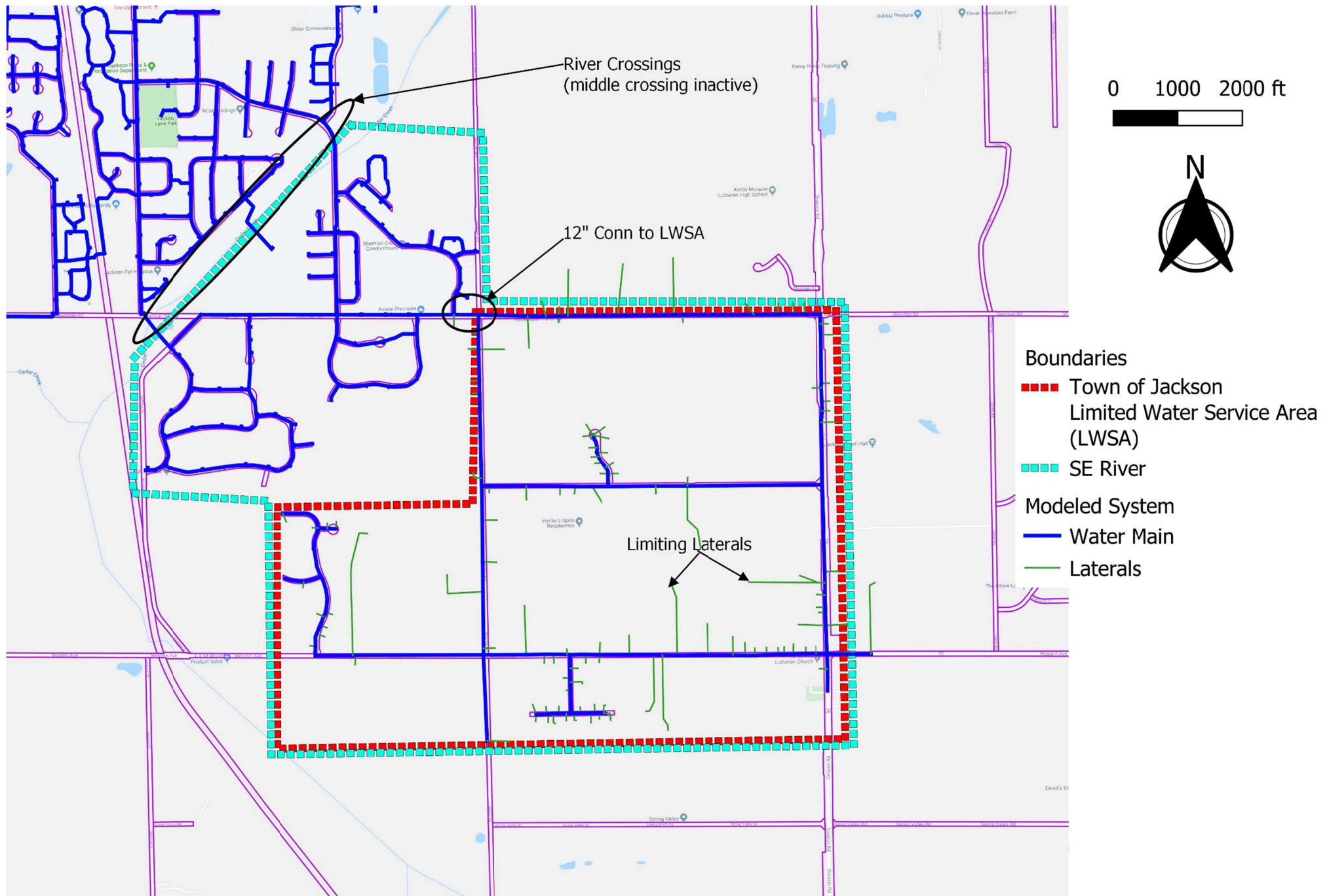
Table 3 - Current Connection Breakdown

| Customer Group                       | # of Connections |
|--------------------------------------|------------------|
| Existing Village Connections         | 565              |
| Future Maplewood Farms Connections   | 125              |
| Reserved Village Connections         | 164              |
| Approved LWSA Connections            | 151              |
| <b>Total Existing &amp; Reserved</b> | <b>1,005</b>     |
| <b>Remaining LWSA Connections</b>    | <b>15</b>        |





Figure 5



## Summary & Recommendations

### SUMMARY

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

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

### RECOMMENDATIONS

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

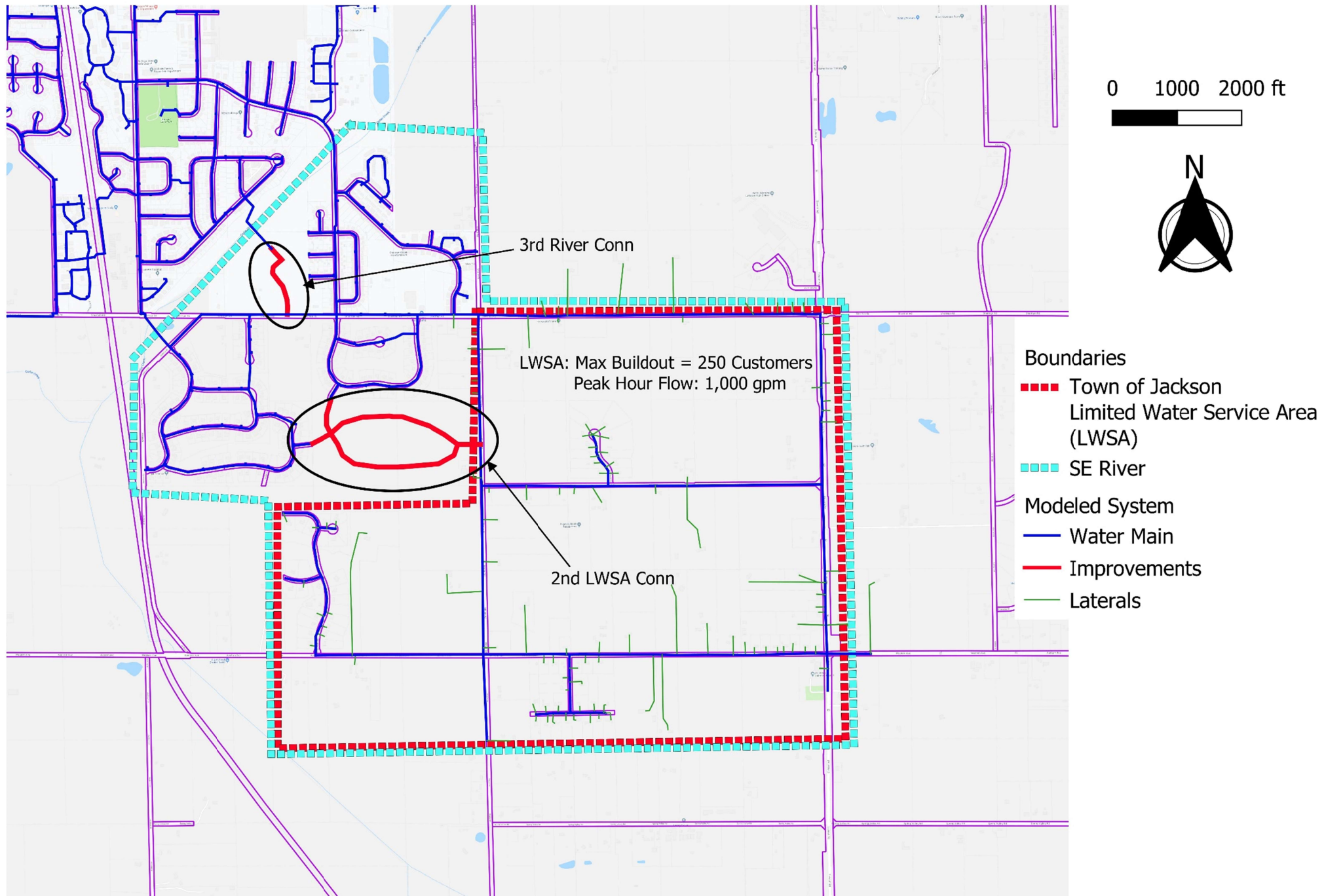
1. Provide Second Connection to Contamination Zone: Providing a second connection to the LWSA would increase service reliability in the case of a main break on the current single feed main. The second connection would also provide increased fire flow; it would add anywhere from 70-350 gpm of fire flow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



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



Figure 6



## Intergovernmental Agreement for Limited Water Service





## INTERGOVERNMENTAL AGREEMENT REGARDING PROVISION OF LIMITED WATER SERVICE

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

### RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Effect on Existing Boundary Agreement.

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

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

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

#### 5. Miscellaneous.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page(s) follow this page.]

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

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

By: Wendy A. Kannenberg  
Village President

By: B. C.  
Village Trustee

By: Peter M. Habel  
Village Trustee

By: Al H. Hall  
Village Trustee

By: Donna M. Olson  
Village Trustee

By: J. M. Lynch  
Village Trustee

By: Nancy Knaus  
Village Trustee

Attest:

Deanna Boldrey  
Village Clerk/Treasurer

TOWN OF JACKSON

By: Raymond Heald  
Town Chairperson

By: Dan Ruffalo  
Town Supervisor DAN RUFFALO

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

By: Everett Russell  
Town Supervisor Everett Russell

By: Robert Hartwig  
Town Supervisor Robert Hartwig

Attest:

Julia Oliver  
Town Clerk

EXHIBIT A  
TO  
INTERGOVERNMENTAL AGREEMENT REGARDING PROVISION OF LIMITED  
WATER SERVICE

Description of Limited Water Service

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



EXHIBIT B  
TO  
INTERGOVERNMENTAL AGREEMENT REGARDING PROVISION OF LIMITED  
WATER SERVICE

Description of LWSA

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

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

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

1/07/2014

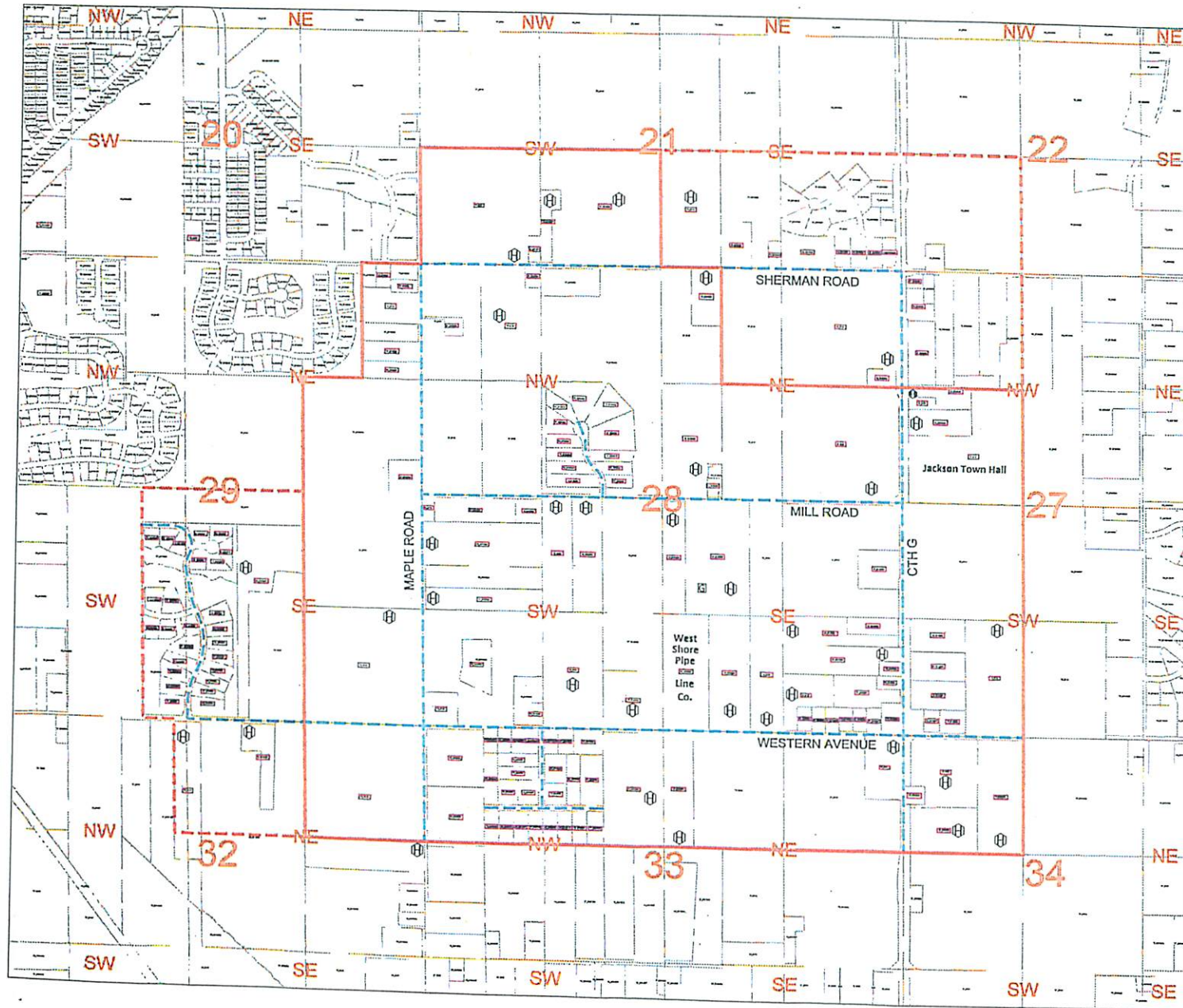


SCALE: 1" = 500'

## LEGEND

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

REVISED 01/29/2014



Proposed Town of Jackson Properties for  
Water Distribution System Extension

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

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

I = Parcels added to the list

I/S= Vacant Parcels allowed installation of stubbed laterals

Proposed Town of Jackson Properties for  
Water Distribution System Extension

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

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

I = Parcels added to the list

I/S= Vacant Parcels allowed installation of stubbed laterals

Proposed Town of Jackson Properties for  
Water Distribution System Extension

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

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

I = Parcels added to the list

I/S= Vacant Parcels allowed installation of stubbed laterals

EXHIBIT C  
TO  
INTERGOVERNMENTAL AGREEMENT REGARDING PROVISION OF LIMITED  
WATER SERVICE

Impact Fees

See following page

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**ORDINANCE #11-02**

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

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

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

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

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

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

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

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

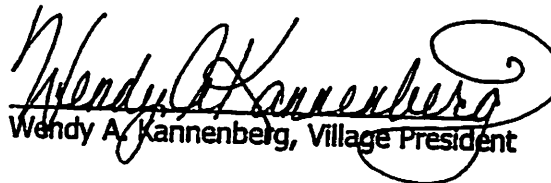
**SECTION IV.** This ordinance shall take effect from and after its passage and  
posting.

Introduced by: Peter HABEL

Seconded by: BRIAN EMMERICH

Vote: 6 Aye — Nay

Passed and Approved: MAY 10, 2011

  
Wendy A. Kannenberg, Village President

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

**Proof of Posting**

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

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

## LWSA Service Connections



## Properties Receiving Service Connections

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

## Properties Receiving Service Connections

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

## Properties Receiving Service Connections

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



**RESOLUTION #23-05**

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**VILLAGE OF JACKSON  
WASHINGTON COUNTY, WISCONSIN**

**Village Board Resolution Authorizing Connection to Water System at  
Property with Tax Key No. T7-0744 on Mill Road, Jackson, Wisconsin**

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**WHEREAS**, Derek Strohm ("Strohm") is the owner of undeveloped real estate located at Property with Tax Key No. T7-0744 on Mill Road in the Town of Jackson, Wisconsin ("Property"); and

**WHEREAS**, the Village has duly considered the question of the connection of the Property to the Village's water system and has agreed to approve the Application subject to the terms and conditions set forth in this Resolution;

**NOW, THEREFORE, BE IT RESOLVED**, that an Application for the property submitted by Strohm authorized agent is hereby approved by the Village subject to the following terms and conditions, each of which is material to this approval:

1. A complete Application with the appropriate filing fee (if not already paid) must be submitted.
2. Approval of the Application shall be limited to a single-family residence for the Property.
3. The single-family residence referenced above must be both occupied and connected to the Village's water distribution system within twelve (12) months of the date of the Village's approval of this Resolution.
4. Neither Strohm nor their authorized agents have a property right in the renewal or extension of the Village's approval of the Application, and all rights are reserved by the Village to approve or deny a subsequent request for amendment or renewal of the Application.
5. The connection of the Property to the Village's water distribution system shall comply with all material rules and regulations of the Village Water Utility.

Introduced by:\_\_\_\_\_

Seconded by:\_\_\_\_\_

Vote: \_\_\_\_\_ Ayes \_\_\_\_\_ Nays

Passed and Approved:\_\_\_\_\_

---

Michael E. Schwab – Village President

Attest: \_\_\_\_\_  
Jilline S. Dobratz – Village Clerk

Proof of Posting:

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

---

Village Official

---

Date

# Memo

**To:** Board of Public Works  
**From:** Brian W. Kober, P. E., Director of Public Works *BWK*  
**Subject:** Mailbox Policy per Village Code  
**Date:** February 23, 2023  
**CC:** Village Board

The Mailbox Policy per Section 8-128 of the Village Code has not been reviewed since 2008. The portion that has most complaints is the reimbursement section. Most people are happy with the \$30.00 reimbursement and are just appreciative of the money, although, there are others who want more.

Attached is the history of the changes from 2004, 2008, and the recodification in 2017. The mailbox policies vary from each municipality. Some municipalities require the truck must hit the mailbox for reimbursement. The snow does not count. The Village of Jackson reimburses \$30.00 with no questions asked. The questions not asked are: 1) was the mailbox in good condition; 2) was the mailbox installed per the code requirements; 3) are mailbox materials per code; 4) how the mailbox was damaged, etc.

Recommend discussion on establishing the proper amount for reimbursement. Also, attached to this memo is a basic setup for a mailbox and post from Menards. The total replacement cost is \$52.37 without labor.

If you have any questions, please let me know.

Brian W. Kober, P.E.

D. WHEN GROUPING mailboxes or newspaper boxes is required:

1. It shall be the responsibility of the mailbox holder or newspaper box holder to maintain the neat appearance of the mailbox or newspaper box and post or support.

E. SIZE OF MAILBOX shall be as required by the United States Post Office.

F. MAILBOXES, NEWSPAPER BOXES AND MAIL RECEPTACLES SHALL CONFORM to U.S. Postal Service Specifications..

G. THE VILLAGE SHALL NOT BE RESPONSIBLE for any damages incurred to newspaper boxes nor any other standards except for mailboxes, inflicted by Village snow removal equipment. (#97-07)

H. MAILBOX REIMBURSEMENT

1. The Village of Jackson will make available up to ten (10) temporary mailboxes that will be supplied to residents for up to thirty (30) days, at no charge, if their mailbox is damaged by Village snowplow operations.
2. The Village must be notified at the time the mailbox is discovered to be damaged by Village snowplow operations.
3. The resident shall submit a written claim describing the damage done to their mailbox by Village snowplow operations, within ten (10) days of the occurrence.
4. The resident shall notify the Village for inspection of the mailbox, when it has been repaired.
5. When both the written claim is submitted to the Village, and the mailbox is repaired and inspected, then the Village shall reimburse the resident thirty (\$30.00 per snowplowing season.
6. Any resident who would request additional compensation, shall ask to be put on the Board of Public Works agenda, so they may present their claim. (#04-03)

10.11 VARIANCES.

A. THE BOARD OF APPEALS SHALL:

1. Hear and decide appeals from the rulings of the Building Inspector.
2. Permit such variance from the terms of this Chapter as will not be contrary to the public interests.

blighted so as to offend the esthetic character of the immediate neighborhood or produce blight, he may proceed under Section 66.05 (8), Wisconsin Statutes to require the owner to correct the blighting defects or conditions.

#### 10.09 FENCES: KIND AND CONSTRUCTION.

- A. No fence shall exceed a maximum height of six (6) feet unless a Conditional Use or PUD Amendment is granted.
- B. All fences shall be self-supported structures.
- C. Fencing may enclose the rear yard, but may not extend beyond the front yard setback, unless the fence height is no more than thirty-six (36) inches high and the height of the posts supporting the fence are not more than forty-two (42) inches high when measured from ground level. Fence posts shall face the owner's side of the fence. Such a fence shall not appear to be a total screen, when viewed at a 90-degree angle to the fence. All front yard fencing shall be reviewed for sight line conflict by the ~~Public Safety Department~~ Jackson Police Department or the Jackson Building Inspector. Any deviation of these requirements shall require a conditional use permit. (99-20)
- D. The owner of any fence shall maintain the fence on both sides, unless otherwise agreed to in writing.
- E. There shall be no barbed wire or electric fences. This subsection shall not apply in areas used for agricultural purposes.
- F. Permission must be obtained from the adjacent property owner if the fence is to be built within three (3) feet of the ~~on~~ property line(s) before construction will be permitted. Permission is to be furnished to the Building Inspector in written form.
- G. The permit fee for all fences is set forth by Resolution.
- H. No permits for fences on vacant lots shall be issued without approval of the Village.

#### 10.10 MAIL BOXES, MAIL RECEPTACLES AND NEWSPAPER BOXES.

- A. DEFINITIONS FOR THE PURPOSES OF THIS SECTION SHALL BE:
  - 1. Mail Box. That freestanding container, designed and located adjacent to roadways to accommodate mail pick-up and delivery from a vehicle, and shall be installed as per requirements of the United States Post Office.
  - 2. Mail Receptacle. That container attached to a building, designed and located to accommodate mail pick-up and delivery by U.S. Postal Service employees on foot and shall be installed as per requirements of the United States Post Office.



B. THE MAILBOX OR NEWSPAPER BOX OR SUPPORT SHALL:

1. If of wood, be no more than 5" in diameter, if round, 4"x 4", if of dressed lumber.
2. If of metal, have nominal inside diameter no greater than 1 ½".
3. Be securely anchored in the ground at a minimum depth of two (2) feet and a maximum depth of three (3) feet.
4. Not be heavy metal posts or pipes, concrete posts, or miscellaneous items of farm equipment such as milk cans filled with concrete.

C. MAILBOXES AND NEWSPAPER BOXES shall be firmly attached to their post or support.

D. WHEN GROUPING mailboxes or newspaper boxes are required:

1. It shall be the responsibility of the mailbox holder or newspaper box holder to maintain the neat appearance of the mailbox or newspaper box and post or support.

E. SIZE OF MAILBOX shall be as required by the United States Post Office.

F. MAILBOXES, NEWSPAPER BOXES AND MAIL RECEPTACLES SHALL CONFORM to U.S. Postal Service Specifications.

G. THE VILLAGE SHALL NOT BE RESPONSIBLE for any damages incurred to newspaper boxes ~~nor~~ or any other standards except for mailboxes ~~inflicted~~ damaged by Village snow removal equipment. (#97-07)

H. MAILBOX REIMBURSEMENT

1. The Village of Jackson will make available up to ten (10) temporary mailboxes that will be supplied to residents for up to thirty (30) days, at no charge, if their mailbox is damaged by Village snowplow operations.
2. The Village must be notified at the time the mailbox is discovered to be damaged by Village snowplow operations.
3. The resident shall submit a written claim describing the damage done to their mailbox by Village snowplow operations, within ten (10) days of the occurrence.
4. The resident shall notify the Village for inspection of the mailbox, when it has been repaired.



5. When both the written claim is submitted to the Village, and the mailbox is repaired and inspected, then the Village shall reimburse the resident per the approved fee schedule, ~~thirty (\$30.00)~~ per snowplowing season.
6. Any resident who would request additional compensation shall ask to be put on the Board of Public Works agenda, so they may present their claim.  
(#04-03)

#### 10.11 VARIANCES.

##### A. THE BOARD OF APPEALS SHALL:

1. Hear and decide appeals from the rulings of the Building Inspector.
2. Permit such variance from the terms of this Chapter as will not be contrary to the public interests.
3. Any action taken by the Board shall be at a public hearing, after notice thereof has been given by publication for one week in the official newspaper of the Village.

#### 10.12 ENERGY CONSERVATION.

- A. ~~Chapter IND-22~~, Wis. Adm. Code SPS 322, Energy Conservation Standards Chapter of the One (1) and Two (2) Family Dwelling Code, as adopted and effective December 1, 1978, and all amendments thereto, is adopted and incorporated in this Code by reference. All one (1) and two (2) family buildings constructed after December 1, 1978 shall meet the current energy conservation code in effect.
- B. The Building Inspector, as certified by the ~~Department of Industry, Labor and Human Relations~~ WI Dept. of Safety & Professional Services, and his designated representatives are authorized and directed to administer and enforce all of the provisions of Chapter ~~IND-22~~ SPS 322.

#### 10.13 PRIVATE SWIMMING POOLS.

- A. DEFINITION. The term "pool" is hereby defined as a receptacle for water, whether above or below ground, intended for use by the owner, his friends and invited guests, for bathing or swimming.
- B. PERMIT REQUIRED. All pools with a water depth of two (2) feet or more shall require a building permit from the Building Inspector prior to construction or installation. (#03-12)
- C. LOCATION. No pool shall be located closer than six (6) feet to any lot line on the property on which the pool is constructed.

(b) All fences shall be self-supported structures. There shall be no barbed wire or electric fences, except in areas used for agricultural purposes. No permits for fences on vacant lots shall be issued without approval of the village.

(c) Fencing may enclose the rear yard, but may not extend beyond the front yard setback, unless the fence height is no more than 36 inches high and the height of the posts supporting the fence are not more than 42 inches high when measured from ground level. Fence posts shall face the owner's side of the fence. Such a fence shall not appear to be a total screen, when viewed at a 90-degree angle to the fence. All front yard fencing shall be reviewed for sight line conflict by the village police department or the village building inspector. Any deviation of these requirements shall require a conditional use permit.

(d) Permission must be obtained from the adjacent property owner if the fence is to be built within three feet of the property lines before construction will be permitted. Permission is to be furnished to the building inspector in written form.

(e) The owner of any fence shall maintain the fence on both sides, unless otherwise agreed to in writing.

(Prior Code, § 10.09)

→ **Sec. 8-128. Mailboxes, mail receptacles and newspaper boxes.**

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

*Mail receptacle* means that container attached to a building, designed and located to accommodate mail pick-up and delivery by federal postal service employees on foot, and shall be installed as per requirements of the United States Post Office.

*Mailbox* means that freestanding container, designed and located adjacent to roadways to accommodate mail pick-up and delivery from a vehicle, and shall be installed as per requirements of the United States Post Office.

(b) The mailbox or newspaper box or support shall:

- (1) If of wood, be no more than five inches in diameter; if round, four inches by four inches, if of dressed lumber.
- (2) If of metal, have nominal inside diameter no greater than 1.5 inches.
- (3) Be securely anchored in the ground at a minimum depth of two feet and a maximum depth of three feet.
- (4) Not be heavy metal posts or pipes, concrete posts, or miscellaneous items of farm equipment such as milk cans filled with concrete.

(c) Mailboxes and newspaper boxes shall be firmly attached to their post or support.



(d) When grouping mailboxes or newspaper boxes are required, it shall be the responsibility of the mailbox holder or newspaper box holder to maintain the neat appearance of the mailbox or newspaper box and post or support.

(e) Size of mailbox shall be as required by the United States Post Office and mailboxes, newspaper boxes and mail receptacles shall conform to federal postal service specifications.

(f) The village shall not be responsible for any damages incurred to newspaper boxes or any other standards except for mailboxes damaged by village snow removal equipment. The village will make available up to ten temporary mailboxes that will be supplied to residents for up to 30 days, at no charge, if their mailbox is damaged by village snowplow operations. The village must be notified at the time the mailbox is discovered to be damaged by village snowplow operations. The resident shall submit a written claim describing the damage done to their mailbox by village snowplow operations, within ten days of the occurrence. The resident shall notify the village for inspection of the mailbox, when it has been repaired. When both the written claim is submitted to the village, and the mailbox is repaired and inspected, then the village shall reimburse the resident per the approved fee schedule, per snowplowing season. Any resident who would request additional compensation shall ask to be put on the budget and finance and village board agendas, so they may present their claim.

(Prior Code, § 10.10)

#### **Sec. 8-129. Private swimming pools.**

(a) *Definition.* The term "pool" is hereby defined as a receptacle for water, whether above or below ground, intended for use by the owner, his friends and invited guests, for bathing or swimming.

(b) *Permit required.* All pools with a water depth of two feet or more shall require a building permit from the building inspector prior to construction or installation.

(c) *Location.* No pool shall be located closer than six feet to any lot line on the property on which the pool is constructed.

(d) *Fencing requirements.* In-ground pools shall be completely fenced, before filling, with a fence of at least four feet in height, but not more than six feet in height. Access to the pool shall be through a gate or gates in the fence equipped with a lock or self-latching device at the top of the gate or gates. There shall be no more than four inches between the bottom of the fence and the grade of the lot. Above-ground pools, which have a height of less than 42 inches above grade at the poolside, shall be fenced in the same manner as required for in-ground pools and shall be covered when not in use by a sturdy and secure pool cover or emptied.

(e) *Electrical installations.* All electrical wiring associated with swimming pools shall require a permit. All electrical wiring for swimming pools shall comply with the National Electrical Code (NEC). Lights used to illuminate the pool shall direct light only on the pool.

# Gibraltar Mailboxes® Elite Black Post-Mount Mailbox

Model Number: E1100B00 | Menards® SKU: 2156925



EVERYDAY LOW PRICE

\$21.87

11% MAIL-IN REBATE Good Through 2/26/23

\$2.41

FINAL PRICE

\$19.46 each

You Save \$2.41 with Mail-In Rebate

- Rust-resistant galvanized steel for durability
- Medium capacity accommodates average volume mail deliveries
- Glossy black powder-coated finish to resist rust and elements
- Fully assembled with predrilled holes on side and bottom to reduce installation time
- Match with Gibraltar Mailboxes® posts with the designation letter A

[View More Information >](#)

Color: Black



## Pick Up At Store

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## Shipping & Delivery

Available

## Description & Documents

Our most popular mailbox features a standard size and smooth exterior surface that is perfect for most residences. Incorporating a steel latch, the door is embossed with an eagle for a classic look that complements any curbside. The medium size capably holds mail, magazines, padded envelopes, and even small boxes. It is sold fully assembled to reduce installation time. Mounting hardware is sold separately.

Brand Name: [Gibraltar Mailboxes](#)



## Features

- Rust-resistant galvanized steel for durability
- Medium capacity accommodates average volume mail deliveries
- Glossy black powder-coated finish to resist rust and elements
- Fully assembled with predrilled holes on side and bottom to reduce installation time
- Match with Gibraltar Mailboxes® posts with the designation letter A
- Mounting hardware sold separately
- Adjustable door latch can be modified for tighter grip
- Embossed space provided on mailbox door for address numbers
- Model may vary

## Specifications

|                          |                                  |                       |                                                       |
|--------------------------|----------------------------------|-----------------------|-------------------------------------------------------|
| Assembly Details         | Preassembled                     | Color/Finish          | Black                                                 |
| Listing Agency Standards | U.S. Postmaster General Approved | Manufacturer Warranty | 90 Days                                               |
| Material                 | Galvanized Steel                 | Mounting Type         | Post Mount                                            |
| Overall Depth            | 20 1/9 inches                    | Overall Height        | 9 inches                                              |
| Overall Width            | 7 inches                         | Product Type          | Mailboxes                                             |
| Weight                   | 4 3/5 pounds                     | Shipping Dimensions   | 20.50 H x 8.88 W x 7.25 D                             |
| Shipping Weight          | 5.3125 lbs                       | Return Policy         | Regular Return ( <a href="#">view Return Policy</a> ) |

Email Address

ZIP Code

Sign Up

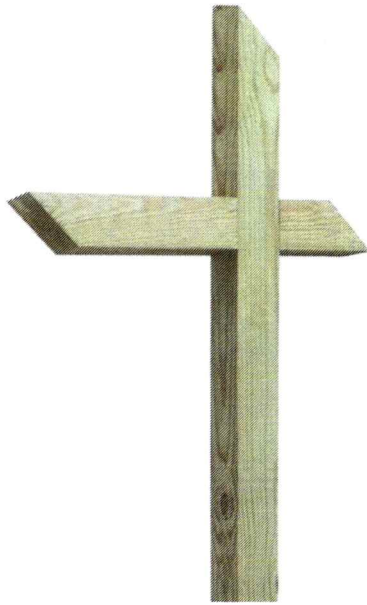
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Privacy - Terms

# Scottsdale 82-3/4" Unfinished Mailbox Post

Model Number: 493966 | Menards® SKU: 2155721



EVERYDAY LOW PRICE

\$36.98

11% MAIL-IN REBATE Good Through 2/26/23

\$4.07

FINAL PRICE

**\$32.91** each

You Save \$4.07 with Mail-In Rebate

- Natural unfinished design
- Pine material
- Treated to resist moisture, rot, and decay

[View More Information >](#)



## Pick Up At Store

15 In-Stock at [WEST MILWAUKEE](#)  
[Check Another Store for Availability](#)



## Shipping & Delivery

Available

## Description & Documents

This classic Scottsdale mailbox post is perfect for all your mailbox needs! The woods design can easily be boosted by adding a fun mailbox to it, giving your yard or driveway some curb appeal!



Brand Name: **Outdoor Essentials**

### Features

- Natural unfinished design
- Pine material
- Treated to resist moisture, rot, and decay

## Specifications

|                     |                                                       |                 |               |
|---------------------|-------------------------------------------------------|-----------------|---------------|
| Assembly Details    | Preassembled                                          | Color/Finish    | Natural       |
| Material            | Pine                                                  | Mounting Type   | Post-Mount    |
| Overall Depth       | 31 1/2 inches                                         | Overall Height  | 82 3/4 inches |
| Overall Width       | 3 3/4 inches                                          | Product Type    | Mailbox Posts |
| Shipping Dimensions | 82.00 H x 31.00 W x 3.50 D                            | Shipping Weight | 40.0 lbs      |
| Return Policy       | Regular Return ( <a href="#">view Return Policy</a> ) |                 |               |

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**DRAFT MINUTES**  
**Board of Public Works Meeting**  
**Tuesday, February 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, Tr. Matter, Tim Meffert, Jeff Mitchell, and Chris Sberna

Member Excused: Sarah Malchow

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

**2. Approval of the Board of Public Works Minutes of January 31, 2023**

Motion by Tr. Matter, second by Tr. Engelhardt to approve the Board of Public Works minutes of January 31, 2023.

Vote: 6 ayes, 0 nays. Motion carried.

**3. Water Service Request – Derek Strohm – Tax Key No. T7-0744 – Mill Road**

Director Kober gave background information on water service requests. The property is in the Town of Jackson Water Expansion Area. If granted, a resolution is approved for a one year period. If the connection is not made, the property owner would have to re-apply for water connection.

Motion by Tr. Heckendorf, second by Tim Meffert to recommend Village Board approve Water Service Request – Derek Strohm – Tax Key No. T7-0744 on Mill Road with an expiration of one year from the time it is approved.

Vote: 6 ayes, 0 nays. Motion carried.

**4. Review of Village Code Mailbox Policy**

Director Kober reviewed the current mailbox policy and \$30.00 reimbursement amount.

Motion by Tr. Heckendorf, second by Tr. Engelhardt to recommend Village Board approve the increase to the Village Code Mailbox Policy to \$50.00.

Director Kober stated if approved by the Village Board, the increase will be placed on the 2024 Fee Schedule.

Vote: 6 ayes, 0 nays. Motion carried.

**5. Review of Rate Increase for Jackson Sewer and Water Utilities**

Director Kober provided an update on sewer and water projects. Water Utility would complete the simplified rate case through the Public Service Commission (PSC), and the resulted rate increase would be accepted by both Utilities. The water rate increased needs PSC approval, the sewer rate increase only needs Village Board approval.

Motion by Tr. Heckendorf, second by Tr. Engelhardt to review the rate increase for Jackson Sewer and Water Utilities to a future Board of Public Works meeting.



Vote: 6 ayes, 0 nays. Motion carried.

**6. Resolution 23-04 – Establishing Rate for Septic and Holding Tank Waste**

Director Kober explained the Sewer Utility rate study from Town & Country. Discussion ensued on rate amounts.

Motion by Tr. Heckendorf, second by Chris Sberna to recommend Budget & Finance and Village Board approve Resolution 23-04 – Establishing Rate for Septic and Holding Tank Waste with the following rates; Holding Tank \$10.00 per 1,000 gallons, Septic System \$60.00 per 1,000 gallons, Septic Decant \$25.00 per 1,000 gallons, Grease Decant \$40.00 per 1,000 gallons, and Grease \$150.00 per 1,000 gallons with price increases effective July 1, 2023.

Vote: 6 ayes, 0 nays. Motion carried.

**7. Pay Request #1 – STH 60 Utility Upgrade Project**

Director Kober commented on the status of the project.

Motion by Tr. Matter, second by Tim Meffert to recommend Budget & Finance and Village Board approve Pay Request #1 to Advance Construction in the amount of \$115,787.61.

Vote: 6 ayes, 0 nays. Motion carried.

**8. Pay Request #5 – Willow Ridge Drive Reconstruction Project**

Director Kober explained the pay request. Approximately \$5,000.00 is being held for landscaping issues.

Motion by Tr. Heckendorf, second by Chris Sberna to recommend Budget & Finance and Village Board approve Pay Request #5 – Willow Ridge Drive Reconstruction Project in the amount of \$41,865.80.

Vote: 6 ayes, 0 nays. Motion carried.

**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. Engelhardt to place the Director of Public Works Report on file.

Vote: 6 ayes, 0 nays. Motion carried.

**10. Citizens/Village Staff to Address the Board**

None.

**11. Adjourn**

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

Vote: 6 ayes, 0 nays. Meeting was adjourned at 6:44 p.m.

Respectfully submitted,

Jilline Dobratz, *MMC/WCPC*  
Village Clerk



# Memo **DRAFT**

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**To:** Kelly Valentino, Parks and Recreation Director and  
Parks & Recreation Commission

**From:** Lucas Geiger, PLA

**Subject:** Hasmer Lake Community Park Master Plan

**Date:** February 16, 2023

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The Village of Jackson seeks a master plan to guide future improvements to Hasmer Lake Community Park, and its hopeful expansion to neighboring parcels, to provide a guiding vision for a unique community amenity. Hasmer Lake is a 15 acre water resource within the Village of Jackson located just north of State Hwy 60 and just east of County Hwy P. Currently the DNR owns a parcel along the Western edge of the lake. The DNR Hasmer Lake Access property currently allows public access to the lake via shoreline, a fishing pier, ADA canoe/kayak launch, walking paths through wetlands, as well as a parking lot, benches, and a portable restroom.

In 2021, following the recently Adopted “Village Parks, Recreation & Open Space Plan” the Village purchased an adjacent parcel to the north of the DNR property. The land was acquired for the purpose of creating a new Community Park in the far west section of the Village. The purchased property is .52 acres with frontage on Hasmer Lake.

Initially, the Village had identified another parcel to be considered in this masterplan. A .25 acre parcel directly across County Hwy P adjacent to the Village Park and Ride. During site investigation, community feedback survey, and discussions with Village Staff, this parcel was identified to be a future veterans’ memorial. The Village plans to work with the local VFW and American Legion to establish the memorial and the parcel was removed from the scope of this park master plan. Discussions about a property to the north of the park and ride also transpired, but the Village ultimately concluded that the property would not be considered either.

What did transpire from our discussions was the need for not one final masterplan, but two potential options that the Village could consider and move forward with. Although, atypical with a typical masterplan process, the two master plans provide alternative course of actions for the Village to move forward with pending anticipated discussions with the DNR and adjacent property owners. The attached plans consider two main scenarios: 1) the DNR collaborates with the Village on an expansion project that would combine the existing DNR amenities and proposed Village amenities; and 2) the Village decides to pursue the purchase of an adjacent parcel to the

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east of the Village owned parcel and plans for a park across both with only an access easement required from the DNR property.

Analysis of the existing park conditions and the proposed masterplans, conducted during the Winter of 2022-2023, helped provide a general phasing plan for each option for the Village. Below explains a quick brief on how the phases were considered.

- Phase 1 –** Focused on items that the Village can do on their already owned property and curtailed to each master plan option. These items would provide some key amenities that the Village identified in their Parks, Recreation, & Open Space Plan. With phase 1 items completed, the Village owned parcel can be opened to the public.
- Phase 2 –** Plans for items that can be completed after adjacent parcels, DNR or purchase, can be included in the overall design. This phase would tie the two parcels together and expand upon all the amenities the park has to offer.

The phasing plans provided above is an example and can be modified to meet the needs of the Village of Jackson's ability to budget for necessary improvements. The Village may add, remove, or prioritize some elements ahead of others due to potential funding sources becoming available or unforeseen community needs becoming apparent in the future.

The following identifies (2) phases for the (2) master plan options shown above with cost estimates following each section. A full project cost for each option and phase is included at the end of this report. Summaries for the future work are as follows:

### **Option 1 – DNR Parcel Collaboration**

#### **Phase I – Development of Village-Owned Parcel**

This phase will focus on the establishment of the new four-season restroom/shelter building and connection of accessible routes from the DNR site to the upper area of the Village Parcel.

To start this would involve clearing and grubbing of unwanted vegetation while maintaining quality trees and shrubs where possible. The aim is to maintain the natural presence of the site while clearing space for users to enjoy more of what the site has to offer. Creating vistas, maintaining established shade, and preserving high quality native plantings is a key first step.

After the clearing and grubbing stage has been completed, grading of the site is needed. However, it is pertinent to keep in mind the naturalness of the site and it grading should be minimized to the greatest extent possible. It is understood that the proposed site amenities are necessary for optimizing the space and concessions may have to be made after full site evaluation.

With the establishment of grades, the 4-season shelter/restroom/storage building construction follows. The concept of the 4-season shelter is a split-level structure with canoe/kayak storage underneath and a raised deck that acts as an extension of the of shelter's usable area. The shelter would be rentable to allow for gatherings of 20-50 people, serve as a warming space for future winter programmed activities, and a staging space for canoe/kayak rentals. The deck would serve as an overlook to the lake and act as an ideal space for having the lake as a framed backdrop. Future efforts should consider the overall impact of the park shelter's design on the natural feel of the park as a whole.

The final piece of this this phase would create accesible paths to and from the DNR property as well as an on street accessible stall on Rosewood Lane. Due to the constraints of the site, the accessible stall on Rosewood Lane is not a necessity, but a convenience to future park users. The multi-use connection path from the existing DNR parking lot to the shelter and sidewalk on Rosewood Lane is necessary to complete this phase. Without this connection, the plan would not be complete to all users of the park. The sidewalk connection would provide a canoe/kayak launch from the rental space within the shelter.

The final amenity to be included in this phase is the purchase/programming of winter ice skating on hasmer lake.

|                                    |                        |
|------------------------------------|------------------------|
| <b>Phase 1</b>                     |                        |
| Mobilization and General Site Work | \$ 242,000.00          |
| Parking Lots/Roads/Sidewalks       | \$ 82,000.00           |
| Park Amenities                     | \$ 31,000.00           |
| Ice Skating                        | \$ 10,000.00           |
| 4 Season Shelter/Restrooms         | \$ 1,500,000.00        |
| Landscaping                        | \$ 53,000.00           |
| Utility/Lighting Allowance         | \$ 60,000.00           |
| <b>Phase Subtotal =</b>            | <b>\$ 1,978,000</b>    |
| <b>Contingency (20%) =</b>         | <b>\$ 396,000.00</b>   |
| <b>Engineering (12%) =</b>         | <b>\$ 285,000.00</b>   |
| <b>TOTAL =</b>                     | <b>\$ 2,659,000.00</b> |

## Phase II – DNR Property Additions, Natural Playground, and Shoreline Improvements

In Phase 2 the primary focus is the improvement and expansion of the DNR parking lot, stormwater improvements, sidewalk creation, and shoreline improvements.

With the addition of new parking stalls and plumbed restrooms, the existing DNR parking lot has the capacity to allow for improvements. New striping to accommodate the removal of the portable toilet and fencing should allow for a more efficient design of the space. Stormwater improvements for the additional parking and existing ditch along Hwy P should be followed as a best management practice.

Additionally, the creation as a shoreline gathering space and more access to the water is to be constructed as part of this phase. A stone seat wall to allow users direct access to the water as well as picnic tables to gather housed within a compacted gravel space will provide a more natural feel to a constructed shoreline experience.

Finally, the natural playground area would be installed near the shelter along with associated screening plantings to help provide a barrier of safety from County Hwy P. This natural play area should consider the slope of the hill as well as provide amenities for users of all abilities. Safety and inclusivity is of utmost importance in this design

| <b>Phase 2</b>                     |                      |
|------------------------------------|----------------------|
| Mobilization and General Site Work | \$ 70,000.00         |
| Parking Lots/Roads/Sidewalks       | \$ 78,000.00         |
| Park Amenities                     | \$ 22,500.00         |
| Playground                         | \$ 200,000.00        |
| Shoreline Restoration/Seatwall     | \$ 65,000.00         |
| Landscaping                        | \$ 20,000.00         |
| Stormwater                         | \$ 5,000.00          |
| <b>Phase Subtotal =</b>            | <b>\$ 460,500.00</b> |
| <b>Contingency (20%) =</b>         | <b>\$ 93,000.00</b>  |
| <b>Engineering (12%) =</b>         | <b>\$ 67,000.00</b>  |
| <b>TOTAL =</b>                     | <b>\$ 620,500.00</b> |

## **Option 2 – Parcel Acquisition**

### **Phase I – Development of Village-Owned Parcel**

Similar to the start of option one, this phase will focus on the construction of the open-air shelter/restroom building, accessible connections, playground, and canoe/kayak rental shelter and launch.

Starting this phase of Option 2 would follow the same principles of minimizing disturbance, preserving natural characteristics, and highlighting vistas of importance. Clearing and grubbing, followed by initial site grading with the understanding that the future parcel acquisition design will affect how the site is prepared will be the first steps to be completed.

The open air shelter and restroom building, located at the north end of the site would serve as the upper focus area of the site. Due to the floodplain, existing utility locations, and topography of the site, the restroom facilities should be located here. Ideally the restrooms host a minimum (2) private, family restrooms or a men's, women's, and (1) family restroom. The open-air portion should be large enough to accommodate a medium sized group (15-30 people) with room for at least 6-8 picnic tables. Other amenities, such as a drinking fountain or serving counter, could be considered in this shelter.

The lower structure, the canoe/kayak rental shelter, would be an open air structure that could host a number of canoes, kayaks, and paddle boards as well as being able to secure these items. The structure should also host a space where an attendant(s) could operate out of the structure during rental hours. Due to the structure being in the floodplain, it must remain open-air and follow all necessary codes and designs as established by the DNR and other institutions if applicable.

Along with the canoe kayak shelter would be the improvement and restoration of the water frontage on the Village owned parcel. Creating a place for water recreation users a place to stage and launch their rented, or personal, watercraft is key to the Village maximizing their parcel. An access easement to the DNR property is valuable to this amenity because it allows those of all abilities to use watercraft on the lake due to the existing DNR owned ADA canoe/kayak launch.

Including the playground in this phase allows the Village to operate the park with amenities that can attract multiple users. This was designed with the understanding that Phase 2 development could be delayed or parcel acquisition never occurs. The playground design would incorporate an upper play area,



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sloped hill, and a lower play area. Natural play elements should play heavily into the design and flow with the character of the site. Consideration of all abilities of play is valued highly by the community.

To support this new development and lack of specified parking areas. The Village should develop additional parking and connections to the sidewalk along Rosewood Lane. Rosewood Lane is currently a dead end road, but ends in a large cul-de-sac that could easily support cars turning around without much concern. The Village is also fully aware and accepting of park goers to use on-street parking along Rosewood Lane. Design and installation of any on-street parking options would occur within the Right-Of-Way and should be coordinated with the Village Department of Public Works.

| <b>Phase 1</b>                     |                        |
|------------------------------------|------------------------|
| Mobilization and General Site Work | \$ 171,000.00          |
| Parking Lots/Roads/Sidewalks       | \$ 83,500.00           |
| Park Amenities                     | \$ 47,000.00           |
| Playground                         | \$ 300,000.00          |
| Shore Canoe/Kayak Launch           | \$ 25,000.00           |
| Open Air Shelter w/ Restrooms      | \$ 350,000.00          |
| Canoe/Kayak Rental Shelter         | \$ 150,000.00          |
| Landscaping/Shoreline Restoration  | \$ 32,500.00           |
| Utility/Lighting Allowance         | \$ 65,000.00           |
| <b>Phase Subtotal =</b>            | <b>\$ 1,224,000</b>    |
| <b>Contingency (20%) =</b>         | <b>\$ 245,000.00</b>   |
| <b>Engineering (12%) =</b>         | <b>\$ 177,000.00</b>   |
| <b>TOTAL =</b>                     | <b>\$ 1,646,000.00</b> |

### Phase II – Property Acquisition and Further Park Development

Phase 2 would focus on the development of the waterfront of the waterfront and activity zone with an additional accessible connection.

Establishing a new waterfront gathering space will greatly enhance the attraction to Hasmer Lake and provide more connection to this community water resource. Survey responses showed that many community members enjoyed the natural beauty of the site, but many others wished for more access. By providing a new space that does not detract from the already established DNR site aims to balance the desires of different user groups. The gathering space incorporates the more intimate fire-place area as well as a larger open space. Steps to the water creates

that meaningful connection to the water resource and all views should be focused to the lake as well.

The yard game space can be modified or changed based on future identified needs of the park, but it shall be separated from the more passive plaza space. This yard game space will host more active recreation elements and will tie into the natural playground. A flex space has been identified, but not budgeted for, to allow the Village to add more playground space, yard game space, or a space for seating between the two. This space was created to allow the flexibility of future planning options after the property acquisition. As part of the active recreation, winter ice skating is included in this phase because the plaza and shoreline restoration can provide additional space to enhance and program winter activities.

Additional connections to all the elements will be added in this phase as well as areas of restoration/revitalization. At this level of planning, we can only assume that after all these proposed elements are constructed, there may be the need for rehabilitation of disturbed spaces or the desire for natural areas to be restored. Therefore, as part of the final step in this phase, any native planting areas, natural gathering spaces, or other natural items not understood at this point should be assessed and restored.

|                                      |                      |
|--------------------------------------|----------------------|
| <b>Phase 2</b>                       |                      |
| Mobilization and General Site Work   | \$ 96,000.00         |
| Parking Lots/Roads/Sidewalks         | \$ 60,000.00         |
| Park Amenities                       | \$ 20,000.00         |
| Firepit Seating Area                 | \$ 15,000.00         |
| Yard Games                           | \$ 15,000.00         |
| Ice Rink                             | \$ 10,000.00         |
| Native Area Restoration Allowance    | \$ 50,000.00         |
| Landscaping/Shoreline Restoration    | \$ 25,000.00         |
| Shoreline Restoration/Stone Seatwall | \$ 100,000.00        |
| Lighting Allowance                   | \$ 25,000.00         |
| <b>Phase Subtotal =</b>              | <b>\$ 416,000</b>    |
| <b>Contingency (20%) =</b>           | <b>\$ 84,000.00</b>  |
| <b>Engineering (12%) =</b>           | <b>\$ 60,000.00</b>  |
| <b>TOTAL =</b>                       | <b>\$ 560,000.00</b> |

### **General Improvement Options**

This section is created to allow the Village to plan for items that can be included in non-typical budgeting methods.

Tree Plantings – A memorial tree or tree donation program could be established to allow residents to assist in the growth of the canopy of the park.

**Approximate cost - \$500/tree**

Sculptures – These were not discussed during the planning process, but naturally designed sculptures can create unique points of interest within parks. Elements such as these can be donated/funded through different methods instead of the typical park budget such as cultural improvements or community art investments. They can also be elements added much later into the growth of the park, as they are optional improvements.

**Approximate cost - \$5,000 - \$10,000 per sculpture**

Donor Benches – Another opportunity to expand the park amenities is establishing a bench donor program. These benches can be included as part of other phase developments, or as extra benches throughout the park if there is community interest.

**Approximate Cost - \$800-1200/bench, 5" Concrete Sidewalk and base \$10/sf**

Additional Landscaping/Screening – As this Master Plan did not go into full depth of the design of all the park elements such as building sizes, exact layouts, or full park programming, this item anticipates the need for improving the aesthetic of the park, and maintaining a good relationship with the neighboring community members.

**Approximate cost - \$10-12/sf of planting bed**

### **Summary**

Overall, the project faces many years of development, careful budgeting, and crucial conversations to maximize the potential of Hasmer Lake Park. No project worth doing is easy and all projects come with their challenges, but these steps to plan now and openly collaborate with residents, agencies, and other parties has proved invaluable to the success of this Master Plan Process. Through diligent and consistent efforts by current and future committee members, Hasmer Lake Community Park can become a destination for the Village of Jackson.

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**OPTION 1 – DNR PARCEL COLLABORATION**

|                                               |                        |
|-----------------------------------------------|------------------------|
| <b>Phase 1</b>                                |                        |
| Mobilization and General Site Work            | \$ 242,000.00          |
| Parking Lots/Roads/Sidewalks                  | \$ 82,000.00           |
| Park Amenities                                | \$ 31,000.00           |
| Ice Skating                                   | \$ 10,000.00           |
| 4 Season Shelter/Restrooms                    | \$ 1,500,000.00        |
| Landscaping                                   | \$ 53,000.00           |
| Utility/Lighting Allowance                    | \$ 60,000.00           |
| <b>Phase Subtotal =</b>                       | <b>\$ 1,978,000</b>    |
| <b>Contingency (20%) =</b>                    | <b>\$ 396,000.00</b>   |
| <b>Engineering (12%) =</b>                    | <b>\$ 285,000.00</b>   |
| <b>TOTAL =</b>                                | <b>\$ 2,659,000.00</b> |
| <b>Phase 2</b>                                |                        |
| Mobilization and General Site Work            | \$ 70,000.00           |
| Parking Lots/Roads/Sidewalks                  | \$ 78,000.00           |
| Park Amenities                                | \$ 22,500.00           |
| Playground                                    | \$ 200,000.00          |
| Shoreline Restoration/Seatwall                | \$ 65,000.00           |
| Landscaping                                   | \$ 20,000.00           |
| Stormwater                                    | \$ 5,000.00            |
| <b>Phase Subtotal =</b>                       | <b>\$ 460,500.00</b>   |
| <b>Contingency (20%) =</b>                    | <b>\$ 93,000.00</b>    |
| <b>Engineering (12%) =</b>                    | <b>\$ 67,000.00</b>    |
| <b>TOTAL =</b>                                | <b>\$ 620,500.00</b>   |
| <b>OPTION 1 GRAND TOTAL = \$ 3,279,500.00</b> |                        |

**MEMO**

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**OPTION 2 – PARCEL ACQUISITION**

|                                      |                        |
|--------------------------------------|------------------------|
| <b>Phase 1</b>                       |                        |
| Mobilization and General Site Work   | \$ 171,000.00          |
| Parking Lots/Roads/Sidewalks         | \$ 83,500.00           |
| Park Amenities                       | \$ 47,000.00           |
| Playground                           | \$ 300,000.00          |
| Shore Canoe/Kayak Launch             | \$ 25,000.00           |
| Open Air Shelter w/ Restrooms        | \$ 350,000.00          |
| Canoe/Kayak Rental Shelter           | \$ 150,000.00          |
| Landscaping/Shoreline Restoration    | \$ 32,500.00           |
| Utility/Lighting Allowance           | \$ 65,000.00           |
| <b>Phase Subtotal =</b>              | <b>\$ 1,224,000</b>    |
| <b>Contingency (20%) =</b>           | <b>\$ 245,000.00</b>   |
| <b>Engineering (12%) =</b>           | <b>\$ 177,000.00</b>   |
| <b>TOTAL =</b>                       | <b>\$ 1,646,000.00</b> |
| <b>Phase 2</b>                       |                        |
| Mobilization and General Site Work   | \$ 96,000.00           |
| Parking Lots/Roads/Sidewalks         | \$ 60,000.00           |
| Park Amenities                       | \$ 20,000.00           |
| Firepit Seating Area                 | \$ 15,000.00           |
| Yard Games                           | \$ 15,000.00           |
| Ice Rink                             | \$ 10,000.00           |
| Native Area Restoration Allowance    | \$ 50,000.00           |
| Landscaping/Shoreline Restoration    | \$ 25,000.00           |
| Shoreline Restoration/Stone Seatwall | \$ 100,000.00          |
| Lighting Allowance                   | \$ 25,000.00           |
| <b>Phase Subtotal =</b>              | <b>\$ 416,000</b>      |
| <b>Contingency (20%) =</b>           | <b>\$ 84,000.00</b>    |
| <b>Engineering (12%) =</b>           | <b>\$ 60,000.00</b>    |
| <b>TOTAL =</b>                       | <b>\$ 560,000.00</b>   |

|                                                |
|------------------------------------------------|
| <b>OPTION 2 GRAND TOTAL = \$ 2,206,000.00*</b> |
|------------------------------------------------|

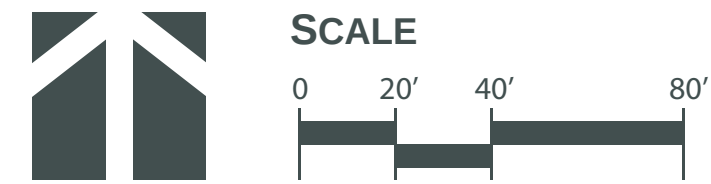
*\*This cost does not include the cost and fees associated with the purchase of the adjacent, privately-owned parcel.*



# Hasmer Lake Community Park

MASTER PLAN - Working with the DNR

Village of Jackson, WI  
2.21.2023





# Hasmer Lake Community Park

MASTER PLAN - Acquiring Land

Village of Jackson, WI  
2.21.2023

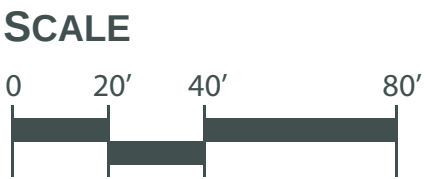




# Hasmer Lake Community Park

## PHASING PLAN

Village of Jackson, WI  
2. 21. 2023





**HASMER LAKE COMMUNITY PARK MASTER PLAN COST ESTIMATE**  
**CONCEPT OPTION 1**  
**VILLAGE OF JACKSON, WI**

**PHASE 1: VILLAGE PARCEL**

*Completed 2.16.2023*

| ITEM NO.                                  | ITEM DESCRIPTION                         | ESTIMATED QUANTITY | UNITS | UNIT PRICE      | TOTAL PRICE     |
|-------------------------------------------|------------------------------------------|--------------------|-------|-----------------|-----------------|
| <b>LA/CIVIL</b>                           |                                          |                    |       |                 |                 |
| <b>General</b>                            |                                          |                    |       |                 | \$ 242,000.00   |
|                                           | Mobilization, Bonds, Insurance           | 1                  | LS    | \$ 200,000.00   | \$ 200,000.00   |
|                                           | Turf and Site Restoration                | 2,500              | SY    | \$ 3.00         | \$ 7,500.00     |
|                                           | Traffic Control                          | 1                  | LS    | \$ 2,500.00     | \$ 2,500.00     |
|                                           | Erosion Control                          | 1                  | LS    | \$ 10,000.00    | \$ 10,000.00    |
|                                           | Erosion Mat                              | 1                  | LS    | \$ 5,000.00     | \$ 5,000.00     |
|                                           | Concrete Quality Control                 | 1                  | LS    | \$ 2,000.00     | \$ 2,000.00     |
|                                           | Unclassified Excavation                  | 1                  | LS    | \$ 15,000.00    | \$ 15,000.00    |
| <b>Parking Lots/<br/>Roads/ Sidewalks</b> |                                          |                    |       |                 | \$ 82,000.00    |
|                                           | Asphalt Parking and Base (Stall/Patch)   | 1,000              | SF    | \$ 8.00         | \$ 8,000.00     |
|                                           | Asphalt Trail and Base                   | 3,300              | SF    | \$ 9.00         | \$ 29,700.00    |
|                                           | Concrete Sidewalk and Base               | 4,200              | SF    | \$ 10.00        | \$ 42,000.00    |
|                                           | Curb and Gutter                          | 25                 | LF    | \$ 40.00        | \$ 1,000.00     |
|                                           | Miscellaneous Pavement Markings          | 1                  | LS    | \$ 800.00       | \$ 800.00       |
|                                           | ADA Parking Signage                      | 1                  | LS    | \$ 500.00       | \$ 500.00       |
| <b>Park Amenities</b>                     |                                          |                    |       |                 | \$ 31,000.00    |
|                                           | Benches                                  | 5                  | EA    | \$ 2,000.00     | \$ 10,000.00    |
|                                           | Bike Racks                               | 4                  | EA    | \$ 1,500.00     | \$ 6,000.00     |
|                                           | Trash Receptacle                         | 2                  | EA    | \$ 2,500.00     | \$ 5,000.00     |
|                                           | Recycling Receptacle                     | 2                  | EA    | \$ 2,500.00     | \$ 5,000.00     |
|                                           | Park Entrance Signage                    | 1                  | EA    | \$ 5,000.00     | \$ 5,000.00     |
| <b>Park Activites</b>                     |                                          |                    |       |                 | \$ 10,000.00    |
|                                           | Ice Skating Rink                         | 1                  | LS    | \$ 10,000.00    | \$ 10,000.00    |
| <b>Shelters</b>                           |                                          |                    |       |                 | \$ 1,500,000.00 |
|                                           | 4-Season Shelter/Restroom/Deck/Storage   | 1                  | LS    | \$ 1,500,000.00 | \$ 1,500,000.00 |
| <b>Landscaping</b>                        |                                          |                    |       |                 | \$ 53,000.00    |
|                                           | Trees                                    | 6                  | EA    | \$ 500.00       | \$ 3,000.00     |
|                                           | Landscaping Beds                         | 1                  | LS    | \$ 5,000.00     | \$ 5,000.00     |
|                                           | Native Area Restoration                  | 1                  | LS    | \$ 15,000.00    | \$ 15,000.00    |
|                                           | Natural Plantings/Hillside Stabilization | 3,000              | SF    | \$ 10.00        | \$ 30,000.00    |
| <b>Utilities</b>                          |                                          |                    |       |                 | \$ 60,000.00    |
|                                           | Electrical                               | 1                  | LS    | \$ 10,000.00    | \$ 10,000.00    |
|                                           | Sanitary                                 | 1                  | LS    | \$ 10,000.00    | \$ 10,000.00    |
|                                           | Site Lighting                            | 1                  | LS    | \$ 30,000.00    | \$ 30,000.00    |
|                                           | Water                                    | 1                  | LS    | \$ 10,000.00    | \$ 10,000.00    |
| Subtotal =                                |                                          |                    |       |                 | \$ 1,978,000.00 |
| Contingency (20%) =                       |                                          |                    |       |                 | \$ 396,000.00   |
| Engineering (12%) =                       |                                          |                    |       |                 | \$ 285,000.00   |
| TOTAL =                                   |                                          |                    |       |                 | \$ 2,659,000.00 |

**HASMER LAKE COMMUNITY PARK MASTER PLAN COST ESTIMATE  
CONCEPT OPTION 2  
VILLAGE OF JACKSON, WI**

**PHASE 2: ACQUIRED PARCEL**

Completed 2.16.2023

| ITEM NO.                                  | ITEM DESCRIPTION               | ESTIMATED QUANTITY | UNITS | UNIT PRICE   | TOTAL PRICE  |
|-------------------------------------------|--------------------------------|--------------------|-------|--------------|--------------|
| <b>LA/CIVIL</b>                           |                                |                    |       |              |              |
| <b>General</b>                            | Mobilization, Bonds, Insurance | 1                  | LS    | \$ 40,000.00 | \$ 40,000.00 |
|                                           | Turf and Site Restoration      | 2,500              | SY    | \$ 3.00      | \$ 7,500.00  |
|                                           | Traffic Control                | 1                  | LS    | \$ 1,500.00  | \$ 1,500.00  |
|                                           | Erosion Control                | 1                  | LS    | \$ 10,000.00 | \$ 10,000.00 |
|                                           | Erosion Mat                    | 1                  | LS    | \$ 5,000.00  | \$ 5,000.00  |
|                                           | Concrete Quality Control       | 1                  | LS    | \$ 2,000.00  | \$ 2,000.00  |
|                                           | Clearing and Grubbing          | 1                  | LS    | \$ 20,000.00 | \$ 20,000.00 |
|                                           | Unclassified Excavation        | 1                  | LS    | \$ 10,000.00 | \$ 10,000.00 |
|                                           |                                |                    |       |              |              |
| <b>Parking Lots/<br/>Roads/ Sidewalks</b> |                                |                    |       |              |              |
|                                           | Concrete Sidewalk and Base     | 6,000              | SF    | \$ 10.00     | \$ 60,000.00 |
|                                           |                                |                    |       |              |              |
| <b>Park Amenities</b>                     |                                |                    |       |              |              |
|                                           | Benches                        | 5                  | EA    | \$ 2,000.00  | \$ 10,000.00 |
|                                           | Trash Receptacle               | 2                  | EA    | \$ 2,500.00  | \$ 5,000.00  |
|                                           | Recycling Receptacle           | 2                  | EA    | \$ 2,500.00  | \$ 5,000.00  |
|                                           |                                |                    |       |              |              |
| <b>Park Activites</b>                     |                                |                    |       |              |              |
|                                           | Firepit Seating Area           | 1                  | LS    | \$ 15,000.00 | \$ 15,000.00 |
|                                           | Yard Games                     | 1                  | LS    | \$ 15,000.00 | \$ 15,000.00 |
|                                           | Ice Rink                       | 1                  | LS    | \$ 10,000.00 | \$ 10,000.00 |
|                                           |                                |                    |       |              |              |
| <b>Landscaping</b>                        |                                |                    |       |              |              |
|                                           | Trees                          | 10                 | EA    | \$ 500.00    | \$ 5,000.00  |
|                                           | Landscaping Beds               | 1                  | LS    | \$ 20,000.00 | \$ 20,000.00 |
|                                           | Stone Shoreline Seatwall       | 1                  | LS    | \$ 55,000.00 | \$ 55,000.00 |
|                                           | Native Area Restoration        | 1                  | LS    | \$ 50,000.00 | \$ 50,000.00 |
|                                           | Shoreline Restoration          | 1                  | LS    | \$ 45,000.00 | \$ 45,000.00 |
|                                           |                                |                    |       |              |              |
| <b>Utilities</b>                          |                                |                    |       |              |              |
|                                           | Site Lighting                  | 1                  | LS    | \$ 25,000.00 | \$ 25,000.00 |

**Subtotal = \$ 416,000.00**  
**Contingency (20%) = \$ 84,000.00**  
**Engineering (12%) = \$ 60,000.00**  
**TOTAL = \$ 560,000.00**

\*Note: This cost estimate does not include the cost of parcel acquisition.

**HASMER LAKE COMMUNITY PARK MASTER PLAN COST ESTIMATE  
CONCEPT OPTION 1  
VILLAGE OF JACKSON, WI**

**PHASE 2: DNR PARCEL**

Completed 2.16.2023

| ITEM NO.                                  | ITEM DESCRIPTION                | ESTIMATED QUANTITY | UNITS | UNIT PRICE                 | TOTAL PRICE          |
|-------------------------------------------|---------------------------------|--------------------|-------|----------------------------|----------------------|
| <b>LA/CIVIL</b>                           |                                 |                    |       |                            |                      |
| <b>General</b>                            | Mobilization, Bonds, Insurance  | 1                  | LS    | \$ 40,000.00               | \$ 40,000.00         |
|                                           | Turf and Site Restoration       | 1,000              | SY    | \$ 3.00                    | \$ 3,000.00          |
|                                           | Traffic Control                 | 1                  | LS    | \$ 2,500.00                | \$ 2,500.00          |
|                                           | Erosion Control                 | 1                  | LS    | \$ 5,000.00                | \$ 5,000.00          |
|                                           | Erosion Mat                     | 1                  | LS    | \$ 2,500.00                | \$ 2,500.00          |
|                                           | Concrete Quality Control        | 1                  | LS    | \$ 2,000.00                | \$ 2,000.00          |
|                                           | Unclassified Excavation         | 1                  | LS    | \$ 15,000.00               | \$ 15,000.00         |
|                                           |                                 |                    |       |                            | \$ 70,000.00         |
| <b>Parking Lots/<br/>Roads/ Sidewalks</b> | Asphalt Parking and Base        | 4,250              | SF    | \$ 7.00                    | \$ 29,750.00         |
|                                           | Compact Gravel Seating Area     | 1,100              | SF    | \$ 4.50                    | \$ 4,950.00          |
|                                           | Concrete Sidewalk and Base      | 4,000              | SF    | \$ 10.00                   | \$ 40,000.00         |
|                                           | Miscellaneous Pavement Markings | 1                  | LS    | \$ 2,300.00                | \$ 2,300.00          |
|                                           | Miscellaneous Traffic Signage   | 1                  | LS    | \$ 1,000.00                | \$ 1,000.00          |
|                                           |                                 |                    |       |                            | \$ 78,000.00         |
| <b>Park Amenities</b>                     | Benches                         | 2                  | EA    | \$ 2,000.00                | \$ 4,000.00          |
|                                           | Bike Racks                      | 5                  | EA    | \$ 1,500.00                | \$ 7,500.00          |
|                                           | Picnic Tables                   | 3                  | EA    | \$ 2,000.00                | \$ 6,000.00          |
|                                           | Trash Receptacle                | 1                  | EA    | \$ 2,500.00                | \$ 2,500.00          |
|                                           | Recycling Receptacle            | 1                  | EA    | \$ 2,500.00                | \$ 2,500.00          |
|                                           |                                 |                    |       |                            | \$ 22,500.00         |
| <b>Park Activites</b>                     |                                 |                    |       |                            | \$ 200,000.00        |
|                                           | Playground (2-5/5-12)           | 1                  | LS    | \$ 200,000.00              | \$ 200,000.00        |
| <b>Landscaping</b>                        |                                 |                    |       |                            | \$ 85,000.00         |
|                                           | Trees                           | 5                  | EA    | \$ 500.00                  | \$ 2,500.00          |
|                                           | Landscaping Beds                | 1                  | LS    | \$ 5,500.00                | \$ 5,500.00          |
|                                           | Stormwater Basins and Plantings | 1,200              | SF    | \$ 10.00                   | \$ 12,000.00         |
|                                           | Stone Shoreline Seatwall        | 100                | LF    | \$ 250.00                  | \$ 25,000.00         |
|                                           | Shoreline Restoration           | 1                  | LS    | \$ 40,000.00               | \$ 40,000.00         |
| <b>Utilities</b>                          |                                 |                    |       |                            | \$ 5,000.00          |
|                                           | Storm                           | 1                  | LS    | \$ 5,000.00                | \$ 5,000.00          |
|                                           |                                 |                    |       | <b>Subtotal =</b>          | <b>\$ 460,500.00</b> |
|                                           |                                 |                    |       | <b>Contingency (20%) =</b> | <b>\$ 93,000.00</b>  |
|                                           |                                 |                    |       | <b>Engineering (12%) =</b> | <b>\$ 67,000.00</b>  |
|                                           |                                 |                    |       | <b>TOTAL =</b>             | <b>\$ 620,500.00</b> |



**HASMER LAKE COMMUNITY PARK MASTER PLAN COST ESTIMATE  
CONCEPT OPTION 2  
VILLAGE OF JACKSON, WI**

**PHASE 1: VILLAGE PARCEL**

*Completed 2.16.2023*

| ITEM NO.                                  | ITEM DESCRIPTION                | ESTIMATED QUANTITY | UNITS | UNIT PRICE    | TOTAL PRICE   |
|-------------------------------------------|---------------------------------|--------------------|-------|---------------|---------------|
| <b>LA/CIVIL</b>                           |                                 |                    |       |               |               |
|                                           |                                 |                    |       |               | \$ 171,000.00 |
| <b>General</b>                            | Mobilization, Bonds, Insurance  | 1                  | LS    | \$ 120,000.00 | \$ 120,000.00 |
|                                           | Turf and Site Restoration       | 2,000              | SY    | \$ 3.00       | \$ 6,000.00   |
|                                           | Traffic Control                 | 1                  | LS    | \$ 3,000.00   | \$ 3,000.00   |
|                                           | Erosion Control                 | 1                  | LS    | \$ 10,000.00  | \$ 10,000.00  |
|                                           | Erosion Mat                     | 1                  | LS    | \$ 5,000.00   | \$ 5,000.00   |
|                                           | Concrete Quality Control        | 1                  | LS    | \$ 2,000.00   | \$ 2,000.00   |
|                                           | Clearing and Grubbing           | 1                  | LS    | \$ 10,000.00  | \$ 10,000.00  |
|                                           | Unclassified Excavation         | 1                  | LS    | \$ 15,000.00  | \$ 15,000.00  |
|                                           |                                 |                    |       |               | \$ 83,500.00  |
| <b>Parking Lots/<br/>Roads/ Sidewalks</b> | Asphalt Parking and Base        | 2,750              | SF    | \$ 8.00       | \$ 22,000.00  |
|                                           | Concrete Sidewalk and Base      | 5,000              | SF    | \$ 10.00      | \$ 50,000.00  |
|                                           | Concrete Curb and Gutter        | 250                | LF    | \$ 40.00      | \$ 10,000.00  |
|                                           | Miscellaneous Pavement Markings | 1                  | LS    | \$ 1,000.00   | \$ 1,000.00   |
|                                           | ADA Parking Signage             | 1                  | LS    | \$ 500.00     | \$ 500.00     |
|                                           |                                 |                    |       |               |               |
|                                           |                                 |                    |       |               | \$ 47,000.00  |
| <b>Park Amenities</b>                     | Benches                         | 5                  | EA    | \$ 2,000.00   | \$ 10,000.00  |
|                                           | Bike Racks                      | 4                  | EA    | \$ 1,500.00   | \$ 6,000.00   |
|                                           | Picnic Tables                   | 8                  | EA    | \$ 2,000.00   | \$ 16,000.00  |
|                                           | Trash Receptacle                | 2                  | EA    | \$ 2,500.00   | \$ 5,000.00   |
|                                           | Recycling Receptacle            | 2                  | EA    | \$ 2,500.00   | \$ 5,000.00   |
|                                           | Park Entrance Signage           | 1                  | EA    | \$ 5,000.00   | \$ 5,000.00   |
|                                           |                                 |                    |       |               | \$ 325,000.00 |
| <b>Park Activites</b>                     | Playground                      | 1                  | LS    | \$ 300,000.00 | \$ 300,000.00 |
|                                           | Shore Canoe/Kayak Launch        | 1                  | LS    | \$ 25,000.00  | \$ 25,000.00  |
|                                           |                                 |                    |       |               | \$ 500,000.00 |
| <b>Shelters</b>                           | Canoe/Kayak Rental Shelter      | 1                  | LS    | \$ 150,000.00 | \$ 150,000.00 |
|                                           | Open Air Shelter w/ Restrooms   | 1                  | LS    | \$ 350,000.00 | \$ 350,000.00 |
|                                           |                                 |                    |       |               | \$ 32,500.00  |
| <b>Landscaping</b>                        | Trees                           | 5                  | EA    | \$ 500.00     | \$ 2,500.00   |
|                                           | Landscaping Beds                | 1                  | LS    | \$ 15,000.00  | \$ 15,000.00  |
|                                           | Shoreline Restoration           | 1                  | LS    | \$ 15,000.00  | \$ 15,000.00  |
|                                           |                                 |                    |       |               | \$ 65,000.00  |
| <b>Utilities</b>                          | Electrical                      | 1                  | LS    | \$ 10,000.00  | \$ 10,000.00  |
|                                           | Sanitary                        | 1                  | LS    | \$ 10,000.00  | \$ 10,000.00  |
|                                           | Site Lighting                   | 1                  | LS    | \$ 25,000.00  | \$ 25,000.00  |
|                                           | Storm                           | 1                  | LS    | \$ 10,000.00  | \$ 10,000.00  |
|                                           | Water                           | 1                  | LS    | \$ 10,000.00  | \$ 10,000.00  |

**Subtotal = \$ 1,224,000.00**  
**Contingency (20%) = \$ 245,000.00**  
**Engineering (12%) = \$ 177,000.00**  
**TOTAL = \$ 1,646,000.00**

**DRAFT MINUTES**  
**PARKS & RECREATION COMMISSION**  
**Tuesday, February 21, 2023 at 6:00 p.m.**  
**Jackson Community Center**  
**N165W20330 Hickory Lane**  
**Jackson, WI 53037**



**1. Call to Order and Roll Call**

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

Members Present: Tr. Engelhardt, Casey Latz, Brian Mekka, Brittany Rathke, and Sue Rank

Staff Present: Parks & Recreation Director Kelly Valentino, Village Administrator Keller and Recreation Supervisor Renee Fisher

**2. Approval of the Board of JPR Commission Minutes of January 31, 2023 Meeting**

Motion by Sue Rank, second by Brian Mekka to approve the Parks & Recreation Commission minutes from January 31, 2023.

Vote: 5 Ayes, 0 Nays, Motion carried

**3. Hasmer Lake Park Master Plan – Final Draft and Estimate Review**

Director Valentino presented the final draft to the Commission and also stated this is the time to make any final changes before the Final Plan goes to the Village Board in March.

Director Valentino reminded the Commission that MSA has two concepts (Phase 1 and Phase 2), and the Village Staff will continue to work with the DNR and adjacent property owners and alert the Village Board if any opportunities arise. Director Valentino reminded the Committer that the Master Plan is not a bid package, only a concept and guide for potential future planning.

Motion by Brian Mekka, second by Sue Rank to forward the Hasmer Lake Park Master Plan to the Village Board for approval.

Vote: 5 Ayes, 0 Nays, Motion Carried

**4. Review Current Financial Stat Pak**

Director Valentino reviewed the current Financial Stat Pak. Director Valentino pointed out that we are only one month in for the year. She noted that this is not the final numbers for 2022 until the Auditor goes through everything. However, the Park & Recreation Department finished the 2022 very strong. Director Valentino also thanked the Village Board for making the Department whole after the funding situation with Town.

**5. February 14 Village Board Meeting Project Update, which included: Jackson Park Tennis/Pickleball/Basketball Courts, Dog Park, Hwy 60 Street Lights & the JCC Expansion Phase 1**

Director Valentino explained she met with the Director of Public Works Kober yesterday to finalize somethings with the Pickleball Courts, construction will begin as soon as weather permits; the Dog Park is moving forward to get quotes (RFQ) from different engineering groups. Director Valentino explained the parking concerns will be addressed in the quotes/plans from the engineering firms. Director Valentino stated the first step is to make sure the land where the dog park is to be built is feasible. Director Valentino stated that the Street Light Project is moving forward, and this project is being led by the Public Works Department. Director Valentino stated that she has the kick-off meeting Friday morning with Zimmerman to begin Phase 1 of the JCC expansion.

**6. Review & Upcoming Events – Monte Carlo Night**

Director Valentino explained that last year as of today's date we had \$10,900 in sponsors and donations. This year we have \$11,600. The event is coming together. We are still looking for raffle prizes and donations. Director Valentino thanked those in the room have volunteered already or made donations to the event.

**7. Director of Parks & Recreation Highlights**

Director Valentino explained Monte Carlo Night has already been talked about in Item #6. It also looks like for the 2023-2024 school year that the 4k program is going to remain as is. However, for the 2024-2025 school year it may end up being five days a week, but nothing has been decided yet by the WBSD. Director Valentino stated the 3k program for 2023-2024 school year will possibly be revamped due to more special needs students attending 4K. Director Valentino stated that the Circus will be back in August.

**8. Citizens/Village Staff to address the Board**

Citizen Barb Carbine who lives at N170W21805 Rosewood Lane stated she has lived on Rosewood Lane for 44 years and has had to deal with a lot of change. She is not happy with the two parking lots that are going to be put in on Rosewood due to the Lake Hasmer Project. Her neighbor is not happy either and has put his property up for sale. Barb also stated that there is currently a lot of traffic on Rosewood due to the apartment complex. Barb was thanked by the Committee and Director Valentino for her input.

**9. Adjourn**

Motion by Sue Rank, second by Brittany Rathke to adjourn.

Vote: 5 ayes, 0 nays. Motion Carried. Meeting was adjourned at 6:30 p.m.