

**AGENDA**  
**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
2. Pledge of Allegiance
3. Ceremonial Oath of Office – Assistant Fire Chief Jim Huyser
4. Ceremonial Oaths of Office – Lieutenants Kyle Newberg and Gregg Rathke
5. Village Citizen Comment on an Agenda Item (Please sign-in with the Clerk prior to speaking. Please note this is the Village Board's monthly business meeting, not a public hearing. 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.)
6. Public Hearing – Amending Village Code Chapter 38 Subdivisions, Article III Design Standards for Lots (Ordinance #23-03)  
(Plan Commission Draft Minutes)
7. Ordinance #23-01 – Establishing R-1 Zoning for Tax Parcel #V3\_074900H – Albert and Breanna Sunn (2<sup>nd</sup> Reading)  
(Plan Commission Draft Minutes)
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)  
(Plan Commission Draft Minutes)
9. Approval of Minutes for the Village Board Meeting of January 10, 2023
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
11. Budget & Finance Committee
  - Acceptance of the Jackson Police Department 2023 Touchpoint/COVID-19 Wellness Grant from the Wisconsin Department of Justice
  - State/Municipal Agreement for Construction of a Roundabout - Eagle Drive and Main Street

- Proposed Allocation of 2023 Municipal Complex Project Fund
- Pickleball Court Project Bids – Review and Recommendation
- Purchase of Streetlights - STH 60 Streetlight Replacement Project
- Jackson Community Center Expansion Bids – Review and Recommendation
- Engineering Service – WWTP Phase 1 Upgrade Project – Town & Country
- Change Order #1 – 2021 Willow Ridge Drive Reconstruction Project
- Preliminary Assessment for STH 60 Utility Upgrade Project
- Review of New Natural Gas Generator at Public Works Building
- Review of Quotes for Purchase of Mini Excavator

12. Board of Public Works

- Authorization for Future Truck Purchase Options  
(Board of Public Works Draft Minutes)

13. Parks & Recreation Commission and Board of Public Works

- Cedar Run Dog Park Project Concept – Review and Recommendation  
(Parks & Recreation Commission and Board of Public Works Draft Minutes)

14. Next Generation Housing Framework Update

15. West Bend School District Report

16. Washington County Board Report

17. Greater Jackson Business Alliance Report

18. Mid-Moraine Municipal Association Report

19. 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.)

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.

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

22. 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.



**ORDINANCE #23-03**

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**AN ORDINANCE TO AMEND CHAPTER 38, ARTICLE III OF THE VILLAGE OF JACKSON MUNICIPAL CODE REGARDING LOTS**

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**WHEREAS**, the Village of Jackson Village provides for Subdivision standards in Village Code; and

**WHEREAS**, Chapter 38 Subdivisions includes Article III Design Standards and Section 146 Lots; and

**WHEREAS**, the Village of Jackson Plan Commission to propose a change to Chapter 38 as set for herein; and

**WHEREAS**, the Village Board accepted the Plan Commission's recommended code amendment without revision; and

**WHEREAS**, upon due notice as required by SS. 23.45(4), the Village Board conducted a public hearing on February 14, 2023, to accept public input; and

**WHEREAS**, the Village Board, after careful review and upon consideration of the recommendation of the Plan Commission and having given the matter due consideration having determined that all procedural requirements and notice requirements have been satisfied, and having based its determination on the effect of the adoption of the ordinance on the health, safety and welfare of the community and the preservation and enhancement of property values in the community, and having given due consideration to the municipal . problems involved hereby determine that the ordinance amendment will serve the public health, safety and general welfare of the Village of Jackson, will enhance property values in the Village and will not be hazardous, harmful, noxious, offensive or a nuisance, and will not unduly limit or restrict the use of property in the Village or for any other reason cause a substantial adverse effect on the property values and general desirability of the Village.

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

**Section 1** Amend Section Sec. 38-146.

(d) Every lot shall front or abut a public street for a distance of at least ~~50~~ 40 feet measured along the front lot line.

**Section 2.** This ordinance shall become effective upon passage and posting, or publication as provided by law.

**Section 3.** 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 4.** 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

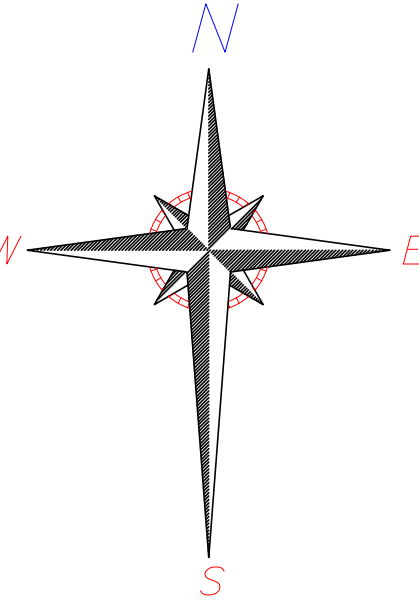
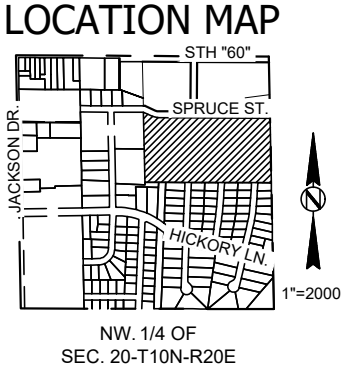
\_\_\_\_\_  
Date



PRELIMINARY PLAT OF  
**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.



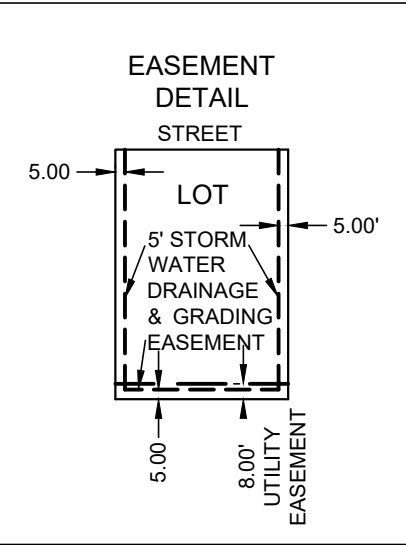
BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, NAD 83/2011 SOUTH ZONE -THE NORTH LINE OF THE NW 1/4 OF SECTION 20-10-10 BEARS S89°40'10"E, VERTICAL DATUM NAVD 88

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

ANGLES ARE COMPUTED TO THE NEAREST 00°00'00.5" 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

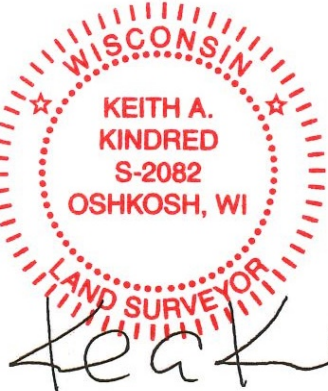
SURVEYOR:  
KEITH A. KINDRED, PLS S-2082  
SEH, INC.  
501 MAPLE AVE.  
DELAFIELD, WI 53018  
(414) 949-8919  
KKINDRED@SEHINC.COM



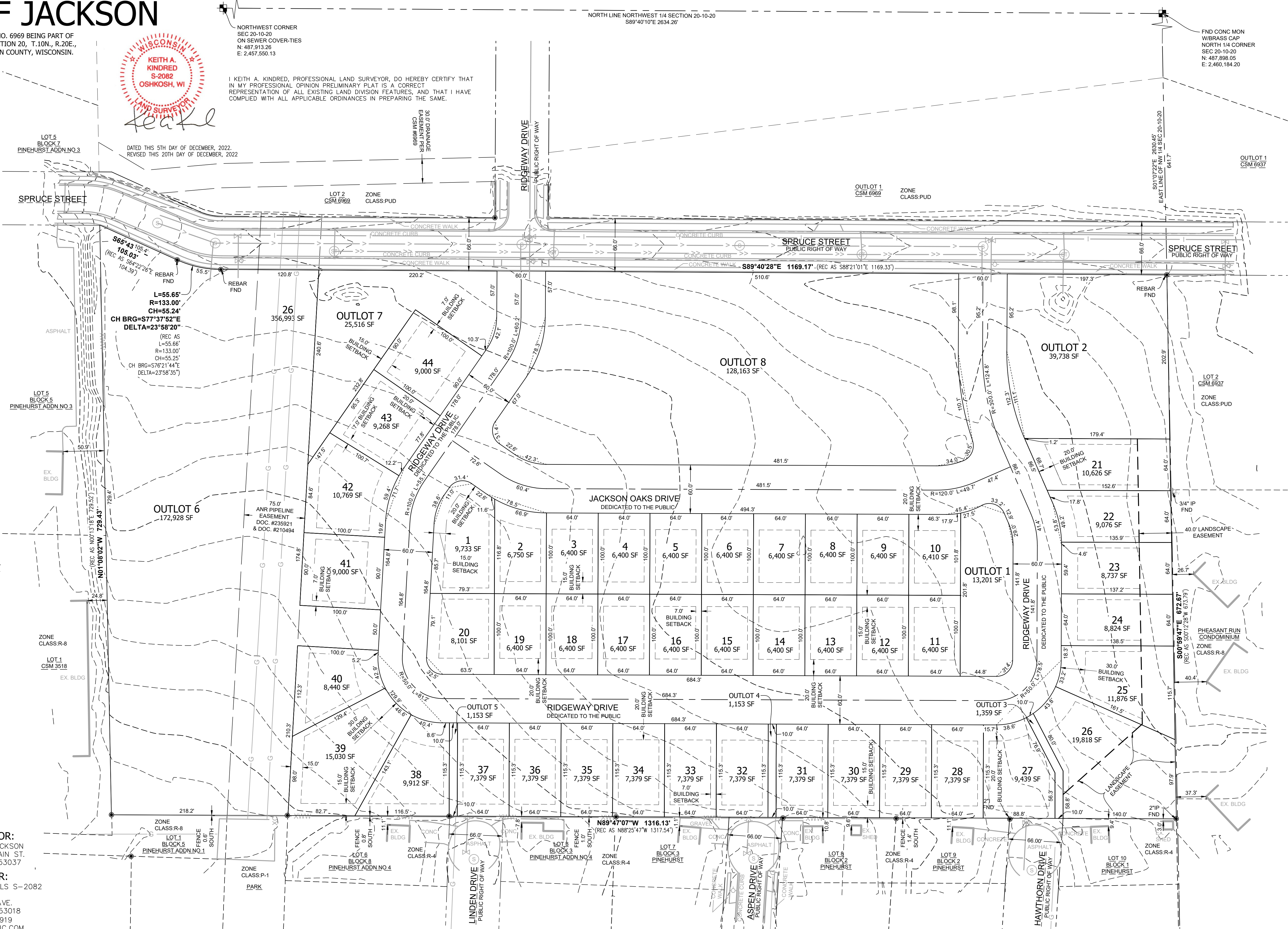
PROJECT JACKV #170026

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

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

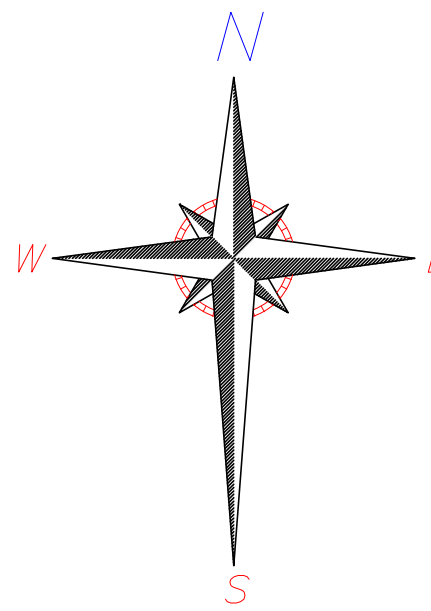




PRELIMINARY PLAT OF  
**THE OAKS OF JACKSON**

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

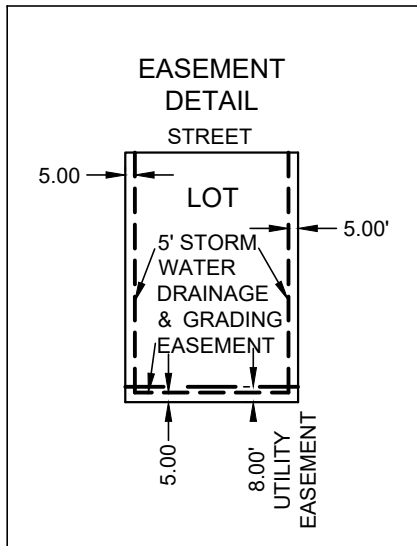


SCALE: 1" = 60'  
0 30 60 120

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"



LEGEND

- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.85 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)
- NO ACCESS



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

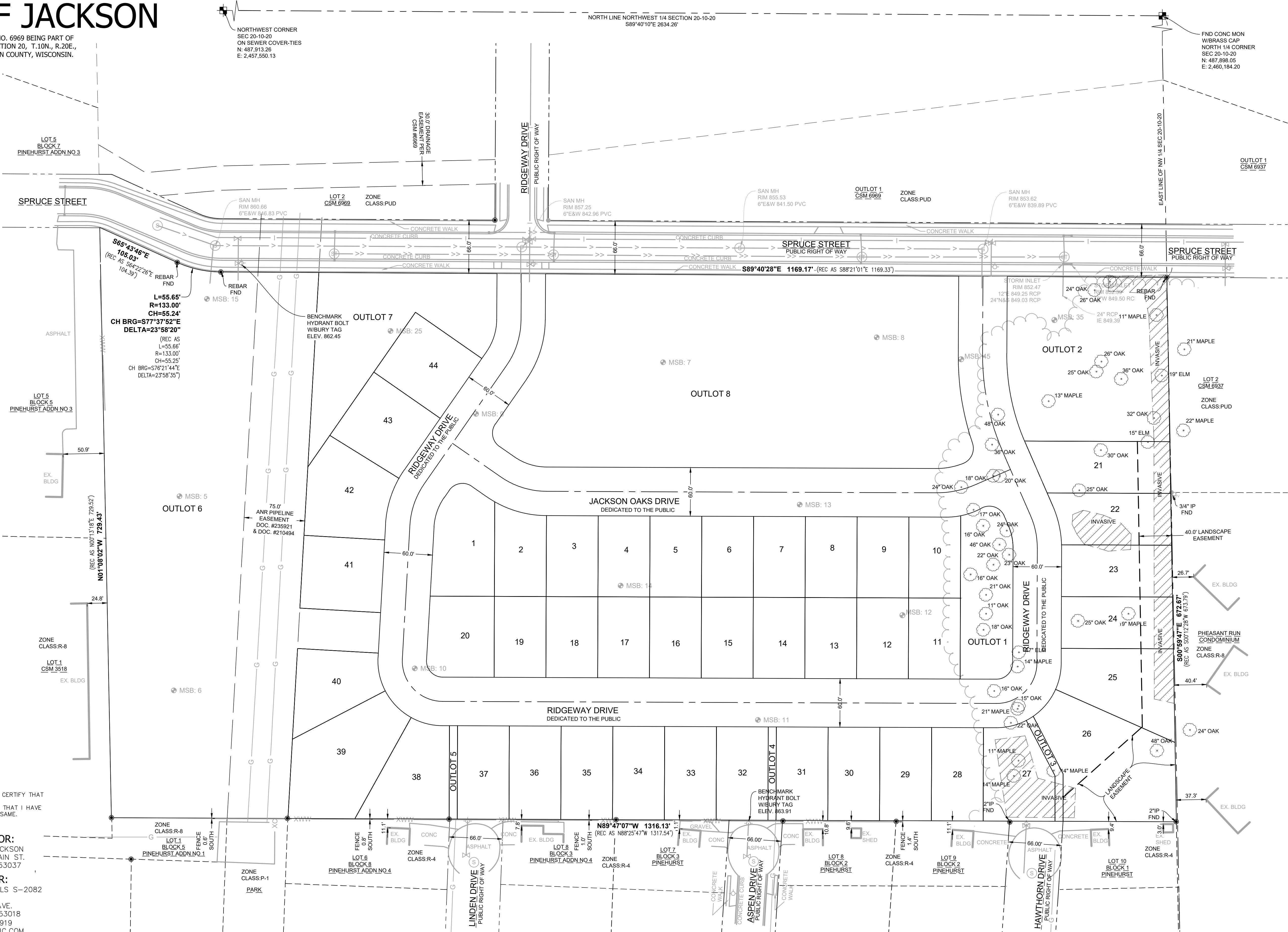
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REPRESENTATION OF ALL EXISTING LAND DIVISION FEATURES, AND THAT I HAVE  
COMPLIED WITH ALL APPLICABLE ORDINANCES IN PREPARING THE SAME.

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

SURVEYOR:  
KEITH A. KINDRED, PLS S-2082  
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PROJECT JACKV #170026



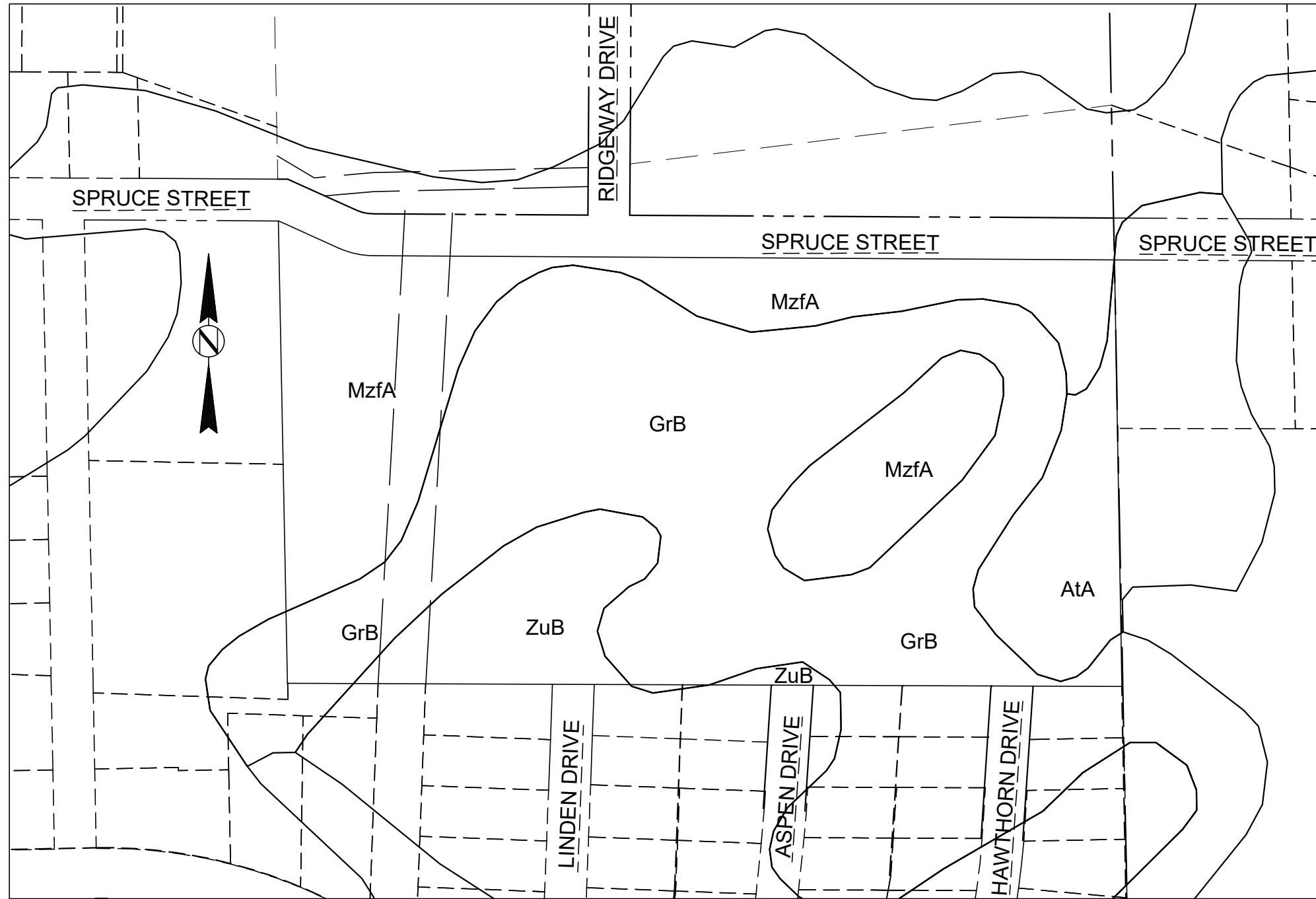


PRELIMINARY PLAT OF  
THE OAKS OF JACKSON

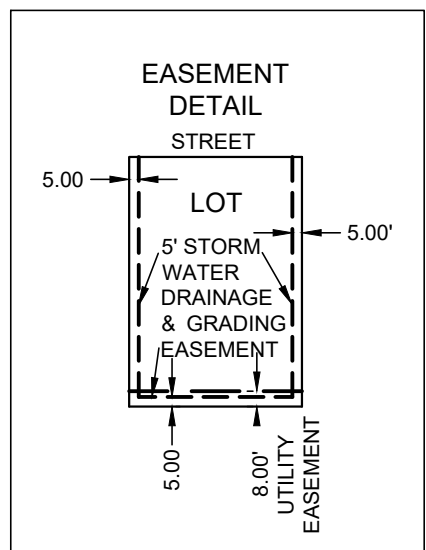
LOT 1 OF CERTIFIED SURVEY MAP NO. 6969 BEING PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 20,  
T.10N., R.20E., VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN.

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  
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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

## **STAFF MEMO**

Village of Jackson  
Plan Commission

**Meeting Date:** January 5, 2023

**Agenda Item:** Item #5

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

**From:** Jen Keller, Village Administrator

**Subject:** Ordinance 23-03 – Amending Municipal Code Chapter 38 Subdivision, Article III  
Design Standards

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### **Background and Analysis:**

A modification to the Chapter 30, Article III regarding lot frontage widths is proposed to clarify the intent of the ordinance language and to propose a change to apply to all new lots in the Village.

The intent of the amendment is to afford the flexibility of development for lots abutting a street radius or cul-de-sac while maintaining setbacks. These lots can commonly be referred to as “pie shape”. The proposed change in lot frontage standard would not only apply to the Oaks of Jackson Subdivision, but it shall also benefit or affect all new lots moving forward. It should be noted lot widths at the setback line are regulated within the Village Zoning code.

It should be noted, in the event the Plan Commission recommends Village Board approval of the ordinance, a Public Hearing would be scheduled in February.

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

None.

### **Site Plan:**

None.

### **Review Procedures:**

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

### **Signage:**

None.

### **Additional Staff Comments:**

None.

### **Notice Requirements:**

1. Posting on the agenda.
2. Publication of a Class 2 notice of public hearing. *(Two consecutive weekly publications required.)*
3. Notification of all other municipalities located within 1,000 feet of the subject property. *(Includes all non-contiguous municipalities.)*

**Potential Action:**

Motion to recommend the Village Board approve the proposed amendment to Chapter 30 Article III as set forth in the draft Ordinance 23-03 and to schedule a public hearing for February 14, 2023.

**Attachments:**

1. Ordinance 23-03 (DRAFT)
2. Preliminary Plat – Oaks of Jackson

**ORDINANCE #23-01**

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**TO ESTABLISH PERMANENT ZONING FOR PARCEL V3\_074900H 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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**THE VILLAGE BOARD OF THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN,** does hereby ordain the following changes to the Village Code:

**WHEREAS,** the parcel of land known as Tax Key V3\_074900H was recently annexed to the Village of Jackson under Ordinance #22-15 on October 11, 2022; and

**WHEREAS,** upon annexation, the parcel was assigned temporary zoning of R-1 Single-Family Residential; and

**WHEREAS,** the property owners, Albert and Breanna Sunn, have submitted a zoning petition requesting the parcel be assigned the permanent zoning classification of R-1 Single-Family Residential to the Village of Jackson Plan Commission for report and recommendation; and

**WHEREAS,** the Village Board conducted a public hearing on January 10, 2023; and

**WHEREAS,** the Village Plan Commission has recommended to the Village Board that a permanent zoning classification of R-1 Single-Family Residential 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. Zoning Map Change**

The subject property is hereby zoned R-1 Single-Family Residential, as described above, and depicted as Parcel V3\_074900H, attached hereto as Exhibit A, and the zoning map of the Village of Jackson is hereby amended 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



**ORDINANCE #23-02**

---

**AN ORDINANCE TO AMEND THE ZONING REGULATIONS IN CHAPTER 48 OF THE VILLAGE OF JACKSON MUNICIPAL CODE FOR A PLANNED DEVELOPMENT DISTRICT (PUD-04)**

---

**WHEREAS**, the Village of Jackson Village Board 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 (hereafter property owner) owns the property located south of Spruce Street (hereafter subject property), more particularly described as V3\_053600B; and

**WHEREAS**, the property owner has submitted a petition to establish a Planned Unit Development district for the subject property pursuant to the requirements in Section 48-151 of the zoning regulations; and

**WHEREAS**, the Village of Jackson Plan Commission reviewed the petition at their meeting on January 5, 2023, and recommended approval as set forth in this ordinance; and

**WHEREAS**, upon due notice as required by the zoning code, the Village Board conducted a public hearing on January 10, 2023, to accept public input; and

**WHEREAS**, the Village Board accepted the Plan Commission's recommended code amendment without revision; and

**WHEREAS**, the Village Board, after careful review and upon consideration of the recommendation of the Plan Commission and having given the matter due consideration having determined that all procedural requirements and notice requirements have been satisfied, and having based its determination on the effect of the adoption of the ordinance on the health, safety and welfare of the community and the preservation and enhancement of property values in the community, and having given due consideration to the municipal problems involved hereby determine that the ordinance amendment will serve the public health, safety, and general welfare of the Village of Jackson, will enhance property values in the Village and will not be hazardous, harmful, noxious, offensive or a nuisance, and will not unduly limit or restrict the use of property in the Village or for any other reason cause a substantial adverse effect on the property values and general desirability of the Village.

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

**Section 1.** Create Section 48-155 in Chapter 48, to read as set forth below.

**Section Sec. 48-155. – PUD-04 Oaks of Jackson Planned Unit Development District**

**(a) Generally.** The Oaks of Jackson Planned Unit Development District (PUD-04) was established in 2023 to accommodate the unique needs of a mixed density residential development.

**(b) Submitted Plans Adopted by Reference.** PUD-04 is created accordance with the submitted plans and information that accompanied the application submitted December 28, 2022, which is attached hereto as Exhibit A. The documents referred to above are hereby made a part of this ordinance.

**(c) Land Use and Dimensional Standards.**

**District I: Single Family**

**Permitted Uses.** Single-family homes with front-loaded garage, open space / tree preservation area, stormwater management

**Conditional Uses:** Group homes, foster homes, and halfway houses, provided there is a minimum lot area of 2,000 square feet per person (upon ultimate development) and a minimum principal building area of 200 square feet per person.

**Permitted Accessory Uses:** Private garage (one per lot), sheds (garden, tool, and storage) incidental to the residential use (one per lot), home occupations and professional home offices as specified in Section 48-1 of the Village of Jackson zoning ordinance.



## District I Zoning Text

| Zoning Regulation                       | District I                                                                                                                                                                                                                                                                                               |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minimum Lot Area                        | 6,000 square feet                                                                                                                                                                                                                                                                                        |
| Minimum Lot Width at Front Yard Setback | 60 feet*<br>(70 feet for corner lots)                                                                                                                                                                                                                                                                    |
| Minimum Lot Depth                       | 100 feet                                                                                                                                                                                                                                                                                                 |
| Minimum Front Yard Setback              | 20 feet*                                                                                                                                                                                                                                                                                                 |
| Minimum Side Yard Setback               | 7 feet                                                                                                                                                                                                                                                                                                   |
| Minimum Corner Lot Side Yard Setback    | 15 feet from the street side right-of-way                                                                                                                                                                                                                                                                |
| Minimum Rear Yard Setback               | 15 feet**                                                                                                                                                                                                                                                                                                |
| Minimum Paved Surface Setback           | 3 feet                                                                                                                                                                                                                                                                                                   |
| Maximum Building Height                 | 35 feet                                                                                                                                                                                                                                                                                                  |
| Minimum Off-Street Parking              | Two off-street parking stalls                                                                                                                                                                                                                                                                            |
| Maximum Impervious Surface Ratio        | 60%                                                                                                                                                                                                                                                                                                      |
| Visibility                              | Corner lot porches, and bay windows may not encroach the vision triangle. The triangle is defined as the intersection of the curbs at the corner, and a point 30 feet back along each curb from the corner.<br>Walls and fences located within the vision triangle shall not exceed 30 inches in height. |
| Permitted Encroachments                 | Bay windows and fireplace chases may encroach a maximum of 2 feet into the side yard.                                                                                                                                                                                                                    |
| Minimum Floor Area                      | None / Per Building Code                                                                                                                                                                                                                                                                                 |
| Accessory Structures                    | Per zoning ordinance                                                                                                                                                                                                                                                                                     |
| Fences                                  | Per zoning ordinance                                                                                                                                                                                                                                                                                     |

\*For Lots 25, 26, 38, 39, and 40, minimum front yard setbacks shall be increased to 30 feet when needed to meet minimum lot width at the front yard setback.

\*\* For lots containing the landscape easement, rear yard setbacks for will be measured from boundary of the landscape easement, as opposed to the rear property line.

## **District II: Single Family, Private Drive**

**Permitted Uses:** Single-family homes with garages accessed from a private drive at the rear of the home, stormwater management

**Conditional Uses:** Group homes, foster homes, and halfway houses, provided there is a minimum lot area of 2,000 square feet per person (upon ultimate development) and a minimum principal building area of 200 square feet per person.

**Permitted Accessory Uses:** Private garages (one per lot), sheds (garden, tool and storage) incidental to the residential use (one per lot), home occupations and professional home offices as specified in Section 48-1 of the Village of Jackson zoning ordinance.

### **District II Zoning Text**

| <b>Zoning Regulation</b>                        | <b>District II</b>                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minimum Lot Area                                | 4,000 square feet                                                                                                                                                                                                                                                                                     |
| Minimum Lot Width at Front Yard Setback         | 40 feet                                                                                                                                                                                                                                                                                               |
| Minimum Lot Depth                               | 100 feet                                                                                                                                                                                                                                                                                              |
| Minimum Front Yard Setback                      | 15 feet                                                                                                                                                                                                                                                                                               |
| Minimum Side Yard Setback                       | 7 feet                                                                                                                                                                                                                                                                                                |
| Minimum Corner Lot Side Yard Setback            | 15 feet from the street side right of way                                                                                                                                                                                                                                                             |
| Minimum Rear Yard Setback to Attached Garage    | 2 feet                                                                                                                                                                                                                                                                                                |
| Minimum Rear Yard Setback to House              | 20 feet                                                                                                                                                                                                                                                                                               |
| Garage Rear Yard Exclusion Zone (interior lots) | Face of garage may not be placed between 8 and 18 feet from private drive right-of-way to avoid creation of partial parking spaces between the garage and the private drive.                                                                                                                          |
| Minimum Paved Surface Setback                   | 3 feet                                                                                                                                                                                                                                                                                                |
| Maximum Building Height                         | 35 feet                                                                                                                                                                                                                                                                                               |
| Minimum Off-Street Parking                      | Two off-street parking stalls                                                                                                                                                                                                                                                                         |
| Maximum Impervious Surface Ratio                | 80%                                                                                                                                                                                                                                                                                                   |
| Visibility                                      | Corner lot porches, and bay windows may not encroach the vision triangle. The triangle is defined as the intersection of the curbs at the corner, and a point 30 feet back along each curb from the corner. Walls and fences located within the vision triangle shall not exceed 30 inches in height. |
| Permitted Encroachments                         | Bay windows and fireplace chases may encroach a maximum of 2 feet into the side yard.                                                                                                                                                                                                                 |
| Minimum Floor Area                              | None / Per Building Code                                                                                                                                                                                                                                                                              |

|                      |                      |
|----------------------|----------------------|
| Accessory Structures | Per zoning ordinance |
| Fences               | Per zoning ordinance |

### **District III: Twin Home**

**Permitted Uses:** Twin Homes (zero lot line) with front-loaded garage, Stormwater management

**Conditional Uses:** Group homes, foster homes, and halfway houses, provided there is a minimum lot area of 1,500 square feet per person (upon ultimate development) and a minimum principal building area of 200 square feet per person.

**Permitted Accessory Uses:** Private garages (one per lot), sheds (garden, tool, and storage) incidental to the residential use (one per lot), home occupations and professional home offices as specified in Section 48-1 of the Village of Jackson zoning ordinance.

**Description:** Located on individual lots, twin homes offer attached housing with front-loaded garages at a scale compatible with nearby single-family residential.

### **District III Zoning Text**

| <b>Zoning Regulation</b>                | <b>District III</b>                                                                                                                                                                                                                                                                                   |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minimum Lot Area                        | 4,500 square feet                                                                                                                                                                                                                                                                                     |
| Minimum Lot Width at Front Yard Setback | 45 feet                                                                                                                                                                                                                                                                                               |
| Minimum Lot Depth                       | 100 feet                                                                                                                                                                                                                                                                                              |
| Minimum Front Yard Setback              | 20 feet                                                                                                                                                                                                                                                                                               |
| Minimum Side Yard Setback               | 7 feet<br>0 feet for shared interior side (party wall)                                                                                                                                                                                                                                                |
| Minimum Corner Lot Side Yard Setback    | 15 feet                                                                                                                                                                                                                                                                                               |
| Minimum Rear Yard Setback               | 15 feet                                                                                                                                                                                                                                                                                               |
| Minimum Paved Surface Setback           | 3 feet<br>0 feet for interior side if shared driveway                                                                                                                                                                                                                                                 |
| Maximum Building Height                 | 35 feet                                                                                                                                                                                                                                                                                               |
| Minimum Off-Street Parking              | Two off-street parking stalls per unit                                                                                                                                                                                                                                                                |
| Maximum Impervious Surface Ratio        | 70%                                                                                                                                                                                                                                                                                                   |
| Visibility                              | Corner lot porches, and bay windows may not encroach the vision triangle. The triangle is defined as the intersection of the curbs at the corner, and a point 30 feet back along each curb from the corner. Walls and fences located within the vision triangle shall not exceed 30 inches in height. |

|                         |                                                                                       |
|-------------------------|---------------------------------------------------------------------------------------|
| Permitted Encroachments | Bay windows and fireplace chases may encroach a maximum of 2 feet into the side yard. |
| Minimum Floor Area      | None / Per Building Code                                                              |
| Accessory Structures    | Per zoning ordinance                                                                  |
| Fences                  | Per zoning ordinance                                                                  |

## **District IV: Townhome**

**Permitted Uses:** Townhomes accessed from private drive at the rear of the home, Stormwater management

Conditional Uses: None

**Permitted Accessory Uses:** Home occupations and professional home offices as specified in Section 48-1 of the Village of Jackson zoning ordinance.

### **District IV Zoning Text**

| <b>Zoning Regulation</b>                | <b>District IV</b>                                                                                                                                                                                                                                                                                    |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minimum Lot Area                        | 2,500 square feet per dwelling unit                                                                                                                                                                                                                                                                   |
| Minimum Lot Width at Front Yard Setback | 100 feet                                                                                                                                                                                                                                                                                              |
| Minimum Lot Depth                       | 100 feet                                                                                                                                                                                                                                                                                              |
| Minimum Front Yard Setback              | 15 feet                                                                                                                                                                                                                                                                                               |
| Minimum Side Yard Setback               | 7 feet                                                                                                                                                                                                                                                                                                |
| Minimum Corner Lot Side Yard Setback    | 15 feet                                                                                                                                                                                                                                                                                               |
| Minimum Rear Yard Setback               | 15 feet                                                                                                                                                                                                                                                                                               |
| Minimum Paved Surface Setback           | 5 feet                                                                                                                                                                                                                                                                                                |
| Maximum Building Height                 | 40 feet                                                                                                                                                                                                                                                                                               |
| Minimum Off-Street Parking              | One off-street parking stall per unit                                                                                                                                                                                                                                                                 |
| Maximum Impervious Surface Ratio        | 80%                                                                                                                                                                                                                                                                                                   |
| Visibility                              | Corner lot porches, and bay windows may not encroach the vision triangle. The triangle is defined as the intersection of the curbs at the corner, and a point 30 feet back along each curb from the corner. Walls and fences located within the vision triangle shall not exceed 30 inches in height. |
| Permitted Encroachments                 | Bay windows and fireplace chases may encroach a maximum of 2 feet into the side yard.                                                                                                                                                                                                                 |
| Minimum Floor Area                      | None / Per Building Code                                                                                                                                                                                                                                                                              |
| Accessory Structures                    | Per zoning ordinance                                                                                                                                                                                                                                                                                  |
| Fences                                  | Per zoning ordinance                                                                                                                                                                                                                                                                                  |

**(d) Other Development Standards.** Development standards not directly addressed by PUD-04 (such as accessory structures, fencing, and signage) such are subject to applicable Village of Jackson code provisions.

**Section 2.** The zoning map is hereby amended by designating the subject property as a planned unit development district.

**Section 3.** This ordinance shall become effective upon 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

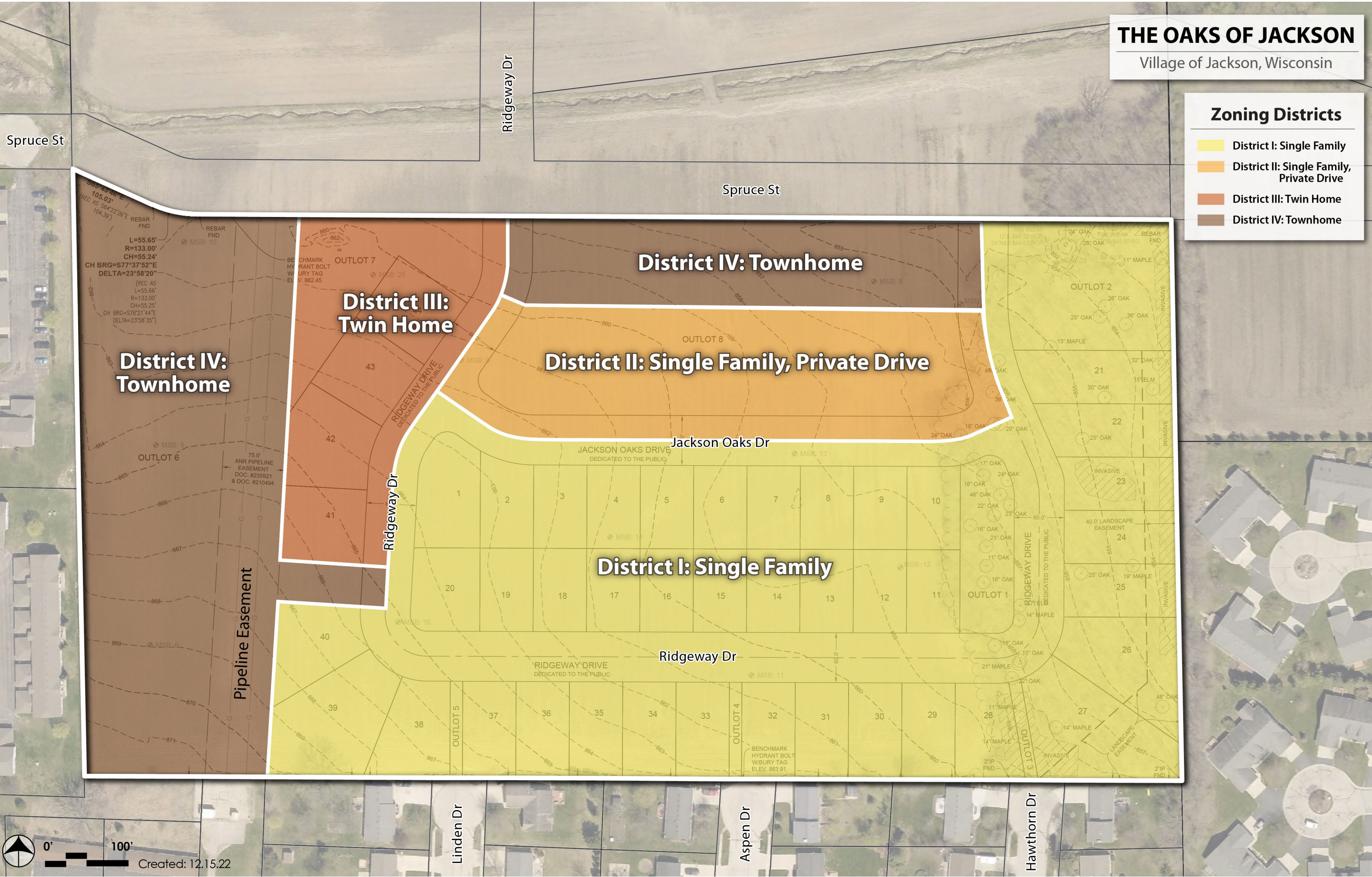


THE OAKS OF JACKSON

Village of Jackson, Wisconsin

Zoning Districts

- District I: Single Family
- District II: Single Family, Private Drive
- District III: Twin Home
- District IV: Townhome





## **STAFF MEMO**

Village of Jackson  
Plan Commission

**Meeting Date:** January 5, 2023

**Agenda Item:** Item #4

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

**From:** Jen Keller, Village Administrator

**Subject:** Ordinance 23-02 – Establishing Zoning District PUD-04 - The Oaks of Jackson  
- TID #7 Residential Development

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### **Background and Analysis:**

During the November 28, 2022 Village Board meeting, a revised concept plan was discussed regarding the Next Generation Housing Subdivision, now referred to as the “Oaks of Jackson.” Since that review by the Board and positive feedback regarding the site plan, the Project Management Team comprised of Village Staff, County Staff, Vandewalle and Associates Planners, and SEH Engineers have prepared zoning and plat materials for formal review and recommendation from the Plan Commission to the Village Board.

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

The proposed zoning is consistent with the Future Land Use Map. Please see PUD proposal for identified modifications requested.

### **Site Plan:**

Preliminary Plat is attached.

### **Review Procedures:**

The Plan Commission is advisory; and the Village Board facilitates a Public Hearing and makes the final decision.

### **Signage:**

None.

### **Additional Staff Comments:**

None.

### **Notice Requirements:**

1. Posting on the agenda.
2. Publication of a Class 2 notice of public hearing. *(Two consecutive weekly publications required.)*
3. Notification of all other municipalities located within 1,000 feet of the subject property. *(Includes all non-contiguous municipalities.)*

### **Potential Action:**

Motion to recommend the Village Board approve the proposed Planned Unit Development as set forth in the draft Ordinance 23-02.

**Attachments:**

1. PC Application
2. PUD Proposal Document
3. Preliminary Plat
4. Ordinance 23-02 (DRAFT)

Village of Jackson  
PLAN COMMISSION APPLICATION

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

**PROPERTY INFORMATION**

|                                              |                                                              |                                                 |                                      |
|----------------------------------------------|--------------------------------------------------------------|-------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> COMMERCIAL          | <input type="checkbox"/> INDUSTRIAL                          | <input checked="" type="checkbox"/> RESIDENTIAL | <input type="checkbox"/> OTHER _____ |
| <input type="checkbox"/> CONDITIONAL USE     | <input checked="" type="checkbox"/> PLANNED UNIT DEVELOPMENT | <input type="checkbox"/> CERTIFIED SURVEY MAP   |                                      |
| <input type="checkbox"/> New                 | <input checked="" type="checkbox"/> New                      | <input type="checkbox"/> CONCEPT PLAN           |                                      |
| <input type="checkbox"/> Amendment           | <input type="checkbox"/> Amendment                           |                                                 |                                      |
| <input type="checkbox"/> Special Use         | <input type="checkbox"/> Special Use                         | <input type="checkbox"/> OTHER _____            |                                      |
| <small>(For existing Cond. Use ONLY)</small> | <small>(For existing PUD ONLY)</small>                       |                                                 |                                      |

Property Address: \_\_\_\_\_ None \_\_\_\_\_ Unit: \_\_\_\_\_ Jackson, WI

Parcel #: V3\_053600B Lot Size: 20.48 acres sq. ft. Building Area: n/a 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  
Mailing Address: N168W19851 Main Street, Jackson State WI Zip 53037  
Office: ( 262 ) 677-9001 Cell: ( ) n/a Fax: ( )  
Email: jen.keller@villageofjacksonwi.gov

**BUSINESS INFORMATION** (If New Business)

Legal Business Name: n/a  
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, Jackson State WI Zip 53037  
Office: ( 262 ) 677-9001 Cell: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_  
Email: jenkeller@villageofjacksonwi.gov

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

Firm Name: SEH - Engineering, Vandewalle & Associates - Planning  
Primary Contact: Mike Court, SEH Jackie Mich, V&A  
Address: SEH-501 Maple Ave., Delafield, WI V&A - 120 E Lakeside St, Madison, WI State \_\_\_\_\_ Zip \_\_\_\_\_  
Office: ( SEH ) 414-989-8905 Cell: ( V&A ) 608-255-3988 Fax: ( ) \_\_\_\_\_  
Email: mcourt@sehinc.com and jmich@vandewalle.com



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

Briefly explain what you are requesting to be reviewed and/or approved: Planned Unit Development for proposed Oaks of Jackson subdivision

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Provide a brief overview of proposed use(s) of entire property and/or lease space: Residential areas include District I: Single Family, District II: Single Family, Private Drive; District III: Twin Home; District IV: Townhome. The neighborhood will also include multiuse paths, open space, and stormwater management pond.

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Hours of Operation: n/a

Provide a brief overview of proposed daily on-site operations: typical residential operations

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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: surrounding uses include residential on three sides and commercial (future) and institutional on the north side

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Describe any proposed, development, on-site improvements or other construction/remodeling activities: \_\_\_\_\_  
Single phase, multi-year residential development

---

Describe any proposed grading, and/or stormwater management plan: see Preliminary Plat

---

Describe any proposed landscape plan/improvements including driveways, sidewalks, vegetative plantings, etc.: \_\_\_\_\_  
The lots will be graded. The Village will plant grass terraces and street trees and install sidewalks on both sides of the street on all streets. Outlot 1 will be for tree preservation and the Landscape Easement on the eastern boundary of the subdivision will provide a vegetative buffer.

Describe any proposed on-site security measures including site lighting: Street lights will be installed by the Village

---

Describe any existing or proposed Life Safety Systems (Includes fire hydrants, fire suppression & fire alarm systems): \_\_\_\_\_  
Sprinklers to be installed where required by fire code; municipal water system and fire hydrants will be installed per Village requirements

Describe the projected traffic circulation and impacts: typical residential traffic impacts

List all setbacks from rights-of-way and property lines and height limitations: See PUD 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: No

Describe any proposed signage including type, size, and location: future neighborhood sign on outlot near Spruce Street

If construction is proposed, describe proposed exterior building materials (type, color, etc.): to be determined when builders are selected

Describe any site-specific features/constraints, etc.: wooded area on east side with several mature oaks; ANR pipeline easement

Outline proposed parking requirements including number of spaces plus those dedicated for handicapped parking: See PUD document

Describe all proposed screening/buffering from adjacent properties (where required by ordinance): Landscape easement on east side (not required by ordinance)

Describe the proposed provisions for refuse and recycling collection/storage and required screening/buffering: Village refuse and recycling collection services; any refuse containers for the townhomes will be adequately screened

Projected Sewer/Wastewater Usage: **see Preliminary Plat**

Projected Water Usage: **see Preliminary Plat**

## **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):** Jen Keller, on behalf of Project Management Team

**Applicant Signature:** 

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

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

**Date of Application:** 12/22/2022

**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)*

## **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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Date Received:** \_\_\_\_\_

**Amount: \$** \_\_\_\_\_

**Payment Type:** CH / CC / CASH

**Check/Rcpt. #:** \_\_\_\_\_

**Received By:** \_\_\_\_\_

## **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.

#### **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 and stormwater management basin. The intent is to leave as many trees as possible for lots 21-26. Although there will be a need to grade a swale/berm west of the landscape easement to direct drainage to the basin area.

## **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.

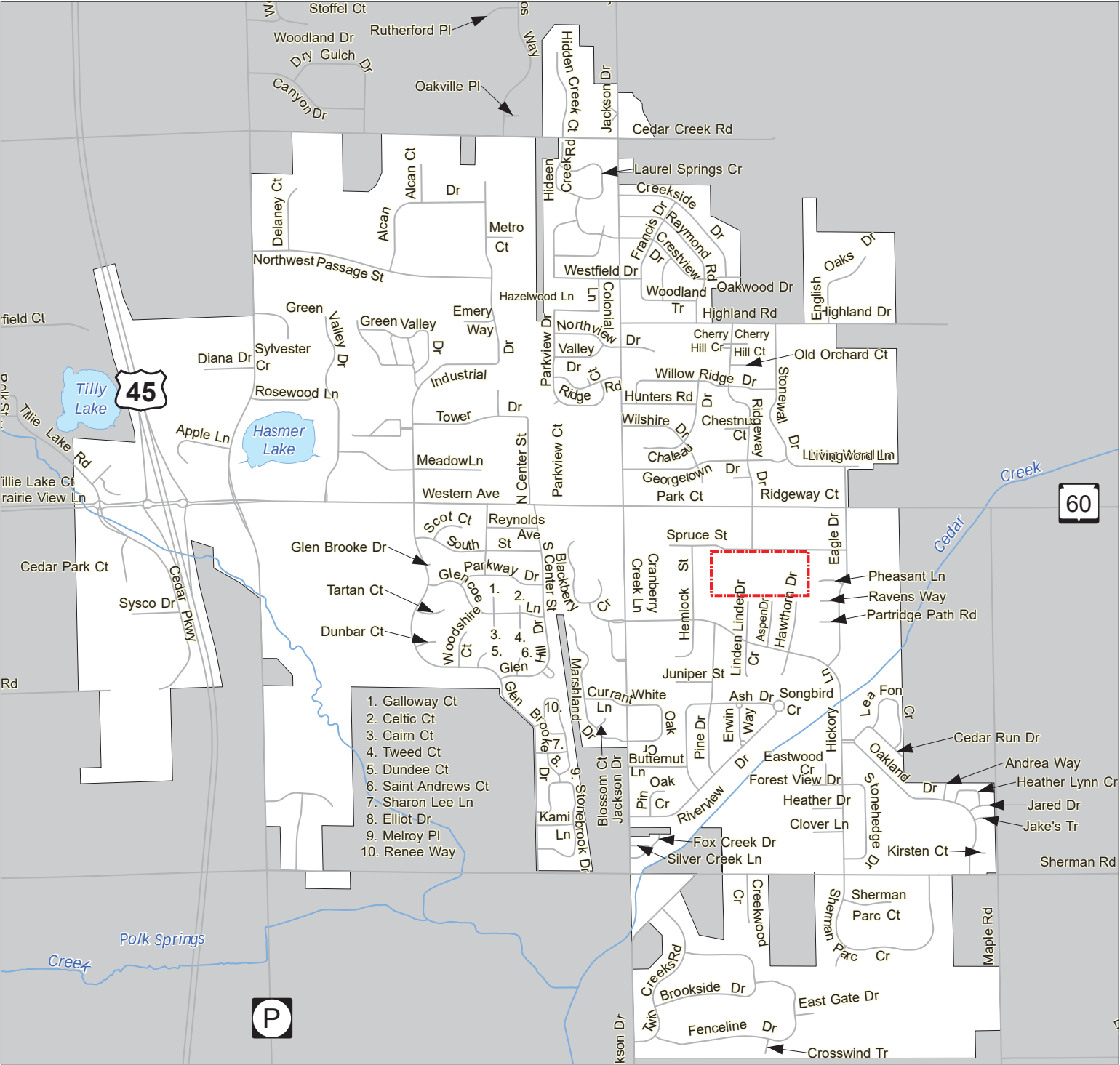
## **Connection to the South Neighborhood**

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



*Exhibit A*

# THE OAKS OF JACKSON NEIGHBORHOOD

Jackson, Wisconsin

PLANNED UNIT DEVELOPMENT

SUBMITTED: DECEMBER 28, 2022

REVISED: FEBRUARY 2, 2023

|                                                 |    |
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## INTENT OF DOCUMENT

The intent of this document is to provide the Village of Jackson with a Planned Unit Development that summarizes the components of the proposed Oaks of Jackson Neighborhood.

## PROJECT NAME

Oaks of Jackson

## PROJECT OWNERS

Village of Jackson

## CONTACTS

### **Applicants:**

Village of Jackson

Washington County

### **Design Team:**

#### *Engineering:*

Short Elliott Hendrickson, Inc.

501 Maple Avenue

Delafield, Wisconsin 53018

Phone: 414.949.8905

#### *Planning:*

Vandewalle and Associates

120 E. Lakeside Street

Madison, Wisconsin 53715

Phone: 608.255.3988



## EXISTING CONDITIONS

### Existing Zoning:

Undeveloped Land                      PUD

**Existing Parcel:**                      V3\_053600B

**Legal Description:**                      See Exhibit A-1: Legal Description

### Comprehensive Plan for the Village of Jackson: 2050

#### Land Use Plan

Project Area:                      Residential

Adjoining Parcels:                      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

**Lot Area:**                                      20.48 acres

## SITE INFORMATION

The Oaks of Jackson is located in the central portion of the Village of Jackson, south of Highway 60 and the Village of Jackson Municipal Complex. The land currently is comprised of agricultural fields fronting on a newly completed segment of Spruce Street. The site generally slopes from a high point in the southern part of the site down toward the northeastern end of the site at Spruce Street. The site is surrounded by residential development on three sides.

### Abutting Uses:

North:                      Village Municipal Building

                                                            Agricultural/Vacant

East:                      Agricultural/Vacant

                                                            Twin Home Residential

South:                      Single Family Residential

West:                      Multi-Family Residential

## ZONING REQUEST

### Planned Unit Development

#### *ZONING REQUEST JUSTIFICATION*

According to Sec. 48-151(b), the planned unit development (PUD) procedure offers flexibility in design and layout for residential, commercial, and industrial developments and makes it possible for mixed uses to be integrated into a development. The design of the Oaks of Jackson Neighborhood, facilitated by the PUD zoning, seeks to create housing variety within a Next Generation Housing Pilot Project in partnership with Washington County. This housing variety allows the project to provide a wider spectrum of housing types at attainable price points, with a particular focus on first-time homebuyers, people working in Washington County, young adults and families, and any others seeking to build equity through homeownership. Development of these housing formats will be achieved through the creation of detailed zoning standards, available through the application of the PUD zoning district.

#### *COMPLIANCE*

- a) According to Sec. 48-151(c) of the Village of Jackson zoning ordinance, the planned unit development proposal shall be in compliance with the adopted plans and policies of the village for development.
  - The proposed PUD is compliant with the Village's adopted plans and policies. Specifically, the Village's 2050 Comprehensive Plan (updated in 2019) recommends this site for "residential" on the Land Use Plan map. The TID #7 Project Plan (adopted in 2022) recommends this area for a mix of single family and multi-family residential. Implementing a Pilot Project for Next Generation Housing in this location is consistent with the Memorandum of Understanding signed in 2022 by the Village of Jackson and Washington County.
- b) The owner or developer shall provide assurance that the approved planned unit development (PUD) project, including the conditions of approval and schedule, will be complied with.
  - The owner and developer (Village Jackson) will comply with the approved PUD.
- c) The developer or owner shall sign and record a development agreement, a development plan showing all improvements to be constructed, and any deed restrictions or covenants required for approval.
  - The owner and developer (Village Jackson) will meet these requirements when applicable.
- d) The owner shall incorporate the requirements of this subsection in any development agreement required for the project.
  - The owner and developer (Village Jackson) will meet these requirements.

### ***CRITERIA FOR APPROVAL***

The approval of the Planned Unit Development proposal by the Village Board shall be based on the following:

- a) Compatibility with surrounding development.
  - The proposed neighborhood will be compatible with surrounding development, as it is surrounded by residential on three sides. The proposed neighborhood will be predominately single family, but will include a mix of single family homes, twin homes, and townhomes. The proposed single family residential will be located adjacent to existing single family homes to the south and existing twin homes to the east. A landscape easement on the east side of the neighborhood will mitigate potential impacts to existing twin homes to the east. Proposed townhomes will be compatible with surrounding development as they will be of comparable or lower density than the adjacent existing multi-family development to the west. Land to the north is undeveloped. Residential development will complement the Village Municipal Complex to the north and provide residents with easy access to Village services. The proposed neighborhood is connected to the rest of the Village via Spruce Street and has connections to surrounding neighborhoods via multi-use trails. These connections will tie the neighborhood into the fabric of the rest of the community.
- b) Compatibility with plans and policies approved by the village.
  - The proposed PUD supports a number of Village objectives, including:
    - Provides quality residential and growing tax base within TID #7.
    - Increases homeownership opportunities within the Village.
    - Provides a variety of housing options, including single family residential, to accommodate different household sizes, incomes, lifestyles, and age groups.
    - Participates in the Pilot Program for Washington County's Next Generation Housing initiative.
- c) Assurance of compliance of development agreement.
- d) Assurance of compliance of development site plan.
- e) Assurance of compliance of deed restrictions or restrictive covenants as required.
- f) Assurance of compliance of performance bonds.
- g) Assurance of compliance of proof of financial capability.
- h) Assurance of compliance of schedule of construction.
  - For c) through h), above, the Village will require such assurances from builders where applicable.

### ***SUBMITTAL REQUIREMENTS***

- a) All preliminary subdivision submittal requirements, including erosion control plans.
  - See Exhibit A-2: Preliminary Plat
- b) A development plan, showing all proposed improvements, including landscaping, the siting and elevations of all proposed primary structures, and details of any improvement deemed necessary by the staff.
  - See Exhibit A-2: Preliminary Plat

- c) A proposal consisting of the restrictions, covenants, phasing, and assurances, which will assure the completion and the expectations of the project.
  - The Village will provide these materials following selection of builders.
- d) Development agreement depicting all improvements to be constructed.
  - The Village will provide this following selection of builders.

## DEVELOPMENT CONCEPT

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. The mix of 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. It 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.

## WHY PLANNED UNIT DEVELOPMENT?

Using sound planning and design principles, the Oaks of Jackson neighborhood will expand the range of housing options in the Village within a cohesive and vibrant new neighborhood. The neighborhood is enhanced through the integration of open spaces, trails, connections to Hickory Lane Park, and other nearby neighborhood amenities such as the Village Municipal complex.

The Planned Unit Development (PUD) zoning district is the most appropriate zoning approach for this neighborhood, as it allows for the comprehensive planning and design of the multifaceted project. It also enables the creative and innovative policies of the Next Generation Housing initiative. The PUD process will also benefit the Village of Jackson in that it will maximize opportunities for review and input into the planning process, implement community goals, offer housing diversity in price and format, and create a unique neighborhood in an area that the Village has prioritized for investment.

A detailed list of departures from standard zoning districts is found at the end of this document.

## PROPOSED LAND USE SUMMARY

See Exhibit A-3: District Plan

Projected Construction: 2023-2028

Proposed Use:

|          |                                    |
|----------|------------------------------------|
| 40       | Single Family Homes                |
| 13       | Single Family Homes, Private Drive |
| 8        | Twin Homes                         |
| Up to 40 | Townhomes                          |

### ***SINGLE FAMILY HOMES***

Single family homes within the project will include both private-drive-accessed and street-accessed configurations that can accommodate a range of house designs, architectural treatments, landscaping, floor plans and price points. This will create an integrated and diverse neighborhood that also blends easily into the surrounding neighborhoods.

### ***TWIN HOMES***

Twin homes within the neighborhood provide attached housing options. This dwelling unit type consists of two separate units, arranged side-by-side, with each located on a separate lot. A lot line runs through the center of the building, along the shared wall. Each half of the twin home has a private individual exterior entrance, and ownership includes the half of the building and the lot. Ownership is typically fee simple as opposed to a condominium form of ownership. Certain floorplans may include shared driveways.

### ***TOWNHOMES***

The inclusion of townhomes along Spruce Street and on the west side of the site expands the housing options within the neighborhood while maintaining the character and overall neighborhood aesthetic. The townhomes are in a side-by-side attached format and will be accessed by private drives the rear of the building. Each unit will have a private entrance. The townhomes will employ a condominium form of ownership and a condo association will address maintenance of shared building, open space, and paved areas.

### ***MULTIUSE TRAILS***

Multiuse trails are located throughout the neighborhood to provide safe and convenient access for people walking and biking.

### ***STORMWATER MANAGEMENT***

Stormwater management retention ponds will be located on the north side of the site – one at the northwest corner of the site, one in Outlot 7, and one in Outlot 2. Additional stormwater management facilities are permitted thorough the PUD, subject to Village approval.

## **OPEN SPACE**

An outlot containing a woodland is provided. Open space will be provided on individual lots and outlots. Open space is permitted throughout the PUD.

## **PERMITTED USES AND DENSITY**

No uses shall be permitted on the property which are not permitted uses, or conditional uses, under the provisions of this PUD, or amendments to the PUD which may be approved in the future under the Jackson zoning code. Uses identified as conditional uses shall require a Conditional Use Permit pursuant to the applicable Village Code provisions.

- a) *Density*. The former zoning classification of the area under consideration shall serve as the primary requisite in determining the density of dwelling units within the proposed PUD unless it was found that a reduction or increase would be in the best interest of the village.
  - The subject property is currently zoned PUD. There is no former zoning classification. The Village maintains that the proposed gross density of approximately 5.4 dwelling units per acre for the entire development would be in the best interest of the Village in order to provide more housing and a variety of different formats in a location that is planned for residential growth and easily served by existing Village services, utilities, and other community facilities. This is consistent with the maximum density in the Village's R-5 Single Family Residential District.
- b) *Permitted uses*. The following uses shall be permitted by right in the PUD district:
  - Refer to the "District Descriptions" section below.
- c) *Conditional uses*. The following uses shall be permitted by conditional use permit in the PUD district.
  - Refer to the "District Descriptions" section below.

Development standards not directly addressed by this PUD (such as accessory structures, fencing, and signage) such are subject to applicable Village of Jackson Code provisions.





### District I Zoning Text

| Zoning Regulation                       | District I                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minimum Lot Area                        | 6,000 square feet                                                                                                                                                                                                                                                                                                   |
| Minimum Lot Width at Front Yard Setback | 60 feet*<br>70 feet for corner lots)                                                                                                                                                                                                                                                                                |
| Minimum Lot Depth                       | 100 feet                                                                                                                                                                                                                                                                                                            |
| Minimum Front Yard Setback              | 20 feet*                                                                                                                                                                                                                                                                                                            |
| Minimum Side Yard Setback               | 7 feet                                                                                                                                                                                                                                                                                                              |
| Minimum Corner Lot Side Yard Setback    | 15 feet from the street side right-of-way                                                                                                                                                                                                                                                                           |
| Minimum Rear Yard Setback               | 15 feet**                                                                                                                                                                                                                                                                                                           |
| Minimum Paved Surface Setback           | 3 feet                                                                                                                                                                                                                                                                                                              |
| Maximum Principal Building Height       | 35 feet                                                                                                                                                                                                                                                                                                             |
| Minimum Off-Street Parking              | Two off-street parking stalls                                                                                                                                                                                                                                                                                       |
| Maximum Impervious Surface Ratio        | 60%                                                                                                                                                                                                                                                                                                                 |
| Visibility                              | <p>Corner lot porches, and bay windows may not encroach the vision triangle. The triangle is defined as the intersection of the curbs at the corner, and a point 30 feet back along each curb from the corner.</p> <p>Walls and fences located within the vision triangle shall not exceed 30 inches in height.</p> |
| Permitted Encroachments                 | Bay windows and fireplace chases may encroach a maximum of 2 feet into the side yard.                                                                                                                                                                                                                               |
| Minimum Floor Area                      | 1-bedroom dwelling: 800 square feet<br>2-bedroom dwelling: 900 square feet<br>3-bedroom dwelling: 1,000 square feet                                                                                                                                                                                                 |
| Accessory Structures                    | Per zoning ordinance                                                                                                                                                                                                                                                                                                |
| Fences                                  | Per zoning ordinance                                                                                                                                                                                                                                                                                                |

\*For Lots 25, 26, 38, 39, and 40, minimum front yard setbacks shall be increased to 30 feet when needed to meet minimum lot width at the front yard setback.

\*\* For lots containing the landscape easement, rear yard setbacks for will be measured from the boundary of the landscape easement, as opposed to the rear property line.



**District II Zoning Text**

| <b>Zoning Regulation</b>                           | <b>District II</b>                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minimum Lot Area                                   | 4,000 square feet                                                                                                                                                                                                                                                                                            |
| Minimum Lot Width at Front Yard Setback            | 40 feet                                                                                                                                                                                                                                                                                                      |
| Minimum Lot Depth                                  | 100 feet                                                                                                                                                                                                                                                                                                     |
| Minimum Front Yard Setback                         | 15 feet                                                                                                                                                                                                                                                                                                      |
| Minimum Side Yard Setback                          | 7 feet                                                                                                                                                                                                                                                                                                       |
| Minimum Corner Lot Side Yard Setback               | 15 feet from the street side right of way                                                                                                                                                                                                                                                                    |
| Minimum Rear Yard Setback to Attached Garage       | 2 feet                                                                                                                                                                                                                                                                                                       |
| Minimum Rear Yard Setback to House                 | 20 feet                                                                                                                                                                                                                                                                                                      |
| Garage Rear Yard Exclusion Zone<br>(interior lots) | Face of garage may not be placed between 8 and 18 feet from private drive right-of-way to avoid creation of partial parking spaces between the garage and the private drive.                                                                                                                                 |
| Minimum Paved Surface Setback                      | 3 feet                                                                                                                                                                                                                                                                                                       |
| Maximum Principal Building Height                  | 35 feet                                                                                                                                                                                                                                                                                                      |
| Minimum Off-Street Parking                         | Two off-street parking stalls                                                                                                                                                                                                                                                                                |
| Maximum Impervious Surface Ratio                   | 80%                                                                                                                                                                                                                                                                                                          |
| Visibility                                         | Corner lot porches, and bay windows may not encroach the vision triangle. The triangle is defined as the intersection of the curbs at the corner, and a point 30 feet back along each curb from the corner.<br><br>Walls and fences located within the vision triangle shall not exceed 30 inches in height. |
| Permitted Encroachments                            | Bay windows and fireplace chases may encroach a maximum of 2 feet into the side yard.                                                                                                                                                                                                                        |
| Minimum Floor Area                                 | 1-bedroom dwelling: 800 square feet<br>2-bedroom dwelling: 900 square feet<br>3-bedroom dwelling: 1,000 square feet                                                                                                                                                                                          |
| Accessory Structures                               | Per zoning ordinance                                                                                                                                                                                                                                                                                         |
| Fences                                             | Per zoning ordinance                                                                                                                                                                                                                                                                                         |



**District III Zoning Text**

| <b>Zoning Regulation</b>                | <b>District III</b>                                                                                                                                                                                                                                                                                          |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minimum Lot Area                        | 4,500 square feet                                                                                                                                                                                                                                                                                            |
| Minimum Lot Width at Front Yard Setback | 45 feet                                                                                                                                                                                                                                                                                                      |
| Minimum Lot Depth                       | 100 feet                                                                                                                                                                                                                                                                                                     |
| Minimum Front Yard Setback              | 20 feet                                                                                                                                                                                                                                                                                                      |
| Minimum Side Yard Setback               | 7 feet<br>0 feet for shared interior side (party wall)                                                                                                                                                                                                                                                       |
| Minimum Corner Lot Side Yard Setback    | 15 feet                                                                                                                                                                                                                                                                                                      |
| Minimum Rear Yard Setback               | 15 feet                                                                                                                                                                                                                                                                                                      |
| Minimum Paved Surface Setback           | 3 feet<br>0 feet for interior side if shared driveway                                                                                                                                                                                                                                                        |
| Maximum Principal Building Height       | 35 feet                                                                                                                                                                                                                                                                                                      |
| Minimum Off-Street Parking              | Two off-street parking stalls per unit                                                                                                                                                                                                                                                                       |
| Maximum Impervious Surface Ratio        | 70%                                                                                                                                                                                                                                                                                                          |
| Visibility                              | Corner lot porches, and bay windows may not encroach the vision triangle. The triangle is defined as the intersection of the curbs at the corner, and a point 30 feet back along each curb from the corner.<br><br>Walls and fences located within the vision triangle shall not exceed 30 inches in height. |
| Permitted Encroachments                 | Bay windows and fireplace chases may encroach a maximum of 2 feet into the side yard.                                                                                                                                                                                                                        |
| Minimum Floor Area                      | 1-bedroom dwelling: 700 square feet<br>2-bedroom dwelling: 1,000 square feet                                                                                                                                                                                                                                 |
| Accessory Structures                    | Per zoning ordinance                                                                                                                                                                                                                                                                                         |
| Fences                                  | Per zoning ordinance                                                                                                                                                                                                                                                                                         |



### ***DISTRICT IV: TOWNHOME***

#### **Permitted Uses:**

- Townhomes accessed from private drive at the rear of the home
- Stormwater management

#### **Conditional Uses:**

- None

#### **Permitted Accessory Uses:**

- Home occupations and professional home offices as specified in section 48-1 of the Village of Jackson zoning ordinance.

### **Description**

This district's homes contribute additional housing diversity within the neighborhood. Townhomes offer attached housing with rear-loaded garages at a scale compatible with nearby single family residential. The format provides housing options with a condominium form of ownership that will appeal to those interested in a quality home with less house and yard maintenance.

Proposed Dwelling Units                      up to 40 units

### **Character Guidelines**

- Buildings should be oriented to the street or the open space, as opposed to the rear private drive.
- Surface parking lots should be landscaped to break up paved areas.
- Buildings will be 2-3 stories with parking on the lower level.
- Pedestrian connections and landscaping will be utilized to create relationships between the residential buildings, streets, frontages, and to the sidewalk and trail network.
- Architectural elements such as balconies, entry bays and front entry porches are recommended to enhance the human scale of the public street façade and relationship to the neighborhood.
- Buildings should take advantage of views to open space and stormwater ponds.

**District IV Zoning Text**

| <b>Zoning Regulation</b>                | <b>District IV</b>                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minimum Lot Area                        | 2,500 square feet per dwelling unit                                                                                                                                                                                                                                                                                 |
| Minimum Lot Width at Front Yard Setback | 100 feet                                                                                                                                                                                                                                                                                                            |
| Minimum Lot Depth                       | 100 feet                                                                                                                                                                                                                                                                                                            |
| Minimum Front Yard Setback              | 15 feet                                                                                                                                                                                                                                                                                                             |
| Minimum Side Yard Setback               | 7 feet                                                                                                                                                                                                                                                                                                              |
| Minimum Corner Lot Side Yard Setback    | 15 feet                                                                                                                                                                                                                                                                                                             |
| Minimum Rear Yard Setback               | 15 feet                                                                                                                                                                                                                                                                                                             |
| Minimum Paved Surface Setback           | 5 feet                                                                                                                                                                                                                                                                                                              |
| Maximum Building Height                 | 40 feet                                                                                                                                                                                                                                                                                                             |
| Minimum Off-Street Parking              | One off-street parking stall per unit                                                                                                                                                                                                                                                                               |
| Maximum Impervious Surface Ratio        | 80%                                                                                                                                                                                                                                                                                                                 |
| Visibility                              | <p>Corner lot porches, and bay windows may not encroach the vision triangle. The triangle is defined as the intersection of the curbs at the corner, and a point 30 feet back along each curb from the corner.</p> <p>Walls and fences located within the vision triangle shall not exceed 30 inches in height.</p> |
| Permitted Encroachments                 | Bay windows and fireplace chases may encroach a maximum of 2 feet into the side yard.                                                                                                                                                                                                                               |
| Minimum Floor Area                      | 1-bedroom dwelling: 500 square feet<br>2-bedroom dwelling: 700 square feet<br>3-bedroom dwelling: 900 square feet                                                                                                                                                                                                   |
| Accessory Structures                    | Per zoning ordinance                                                                                                                                                                                                                                                                                                |
| Fences                                  | Per zoning ordinance                                                                                                                                                                                                                                                                                                |

## AMENITIES AND CONDITIONS

### ***STORMWATER***

Stormwater ponds will be provided on the north side of the development, specifically on Outlot 2, Outlot 7, and the north side of Outlot 6. Approximately 1.5 acres of stormwater will be provided. These stormwater facilities will be owned and maintained by a homeowner's association. There is potential for on-site stormwater facilities such as raingardens in other locations in the neighborhood, which will be maintained by the property owner.

### ***OPEN SPACE***

The neighborhood is within walking distance from the 14-acre Hickory Lane Park as well as the Jackson Area Community Center. The neighborhood will be connected to Hickory Lane Park via paved trails and sidewalks. Private open space around the townhomes will be owned and maintained by a private association.

### ***TREE PRESERVATION AREA***

Outlot 1 will be used for the preservation of existing oak trees and public open space. It will include a walking path, and the area will be maintained by a homeowner's association. No development is permitted within Outlot 1. Within the Tree Preservation Area, the following regulations apply:

- No temporary or permanent principal or accessory buildings, structures, paving, fences, flag poles, or other improvements shall be permitted within the easement.
- No person shall deposit any material in the Tree Preservation Area, including, but not limited to, litter, yard waste, brush, sand, stone, concrete, wood, grass, dirt, garbage, petroleum products, and toxins.
- No person shall be permitted to hunt, capture, or harm any living creature or possess any such devices designed for such purpose.
- All animals brought to property must be leashed. The owner or handler shall be responsible for the proper disposal of animal waste.
- No person shall operate any snowmobile, all-terrain vehicle, go-cart, or similar motorized vehicle.
- Amusement devices, camping structures, tents, trailers, or any similar structures shall not be permitted.
- No fires shall be built except in fireplaces or grills designed for such purpose. All embers shall be disposed of in a proper manner.

### ***LANDSCAPE EASEMENT & BERM***

A landscape easement and berm are provided on the east side of the neighborhood.

- Rear yard setbacks shall be measured from the boundary of the landscape easement, as opposed to the rear property line.
- The easement area shall be maintained by owners of the underlying property.
- No temporary or permanent principal or accessory buildings, structures, paving, fences, flag poles, or other improvements shall be permitted within the easement.
- Storage of any type of material in the easement is prohibited.

### ***OUTLOT 6***

Outlot 6 is intended for townhomes. A condominium plat will be prepared once the specific townhome layout is determined. An ANR pipeline easement runs north-south through the length of the western portion of the site. This easement is included as part of Outlot 6.

A paved trail/sidewalk will be located adjacent to the front doors of the townhomes just west of the ANR pipeline easement. It will create a pedestrian connection between Spruce Street and the southern edge of the neighborhood.

### ***OUTLOT 8***

Outlot 8 is intended for townhomes on the north side and single family homes on the south side. All dwelling units and garages will be accessed by a shared private drive running east-west through the outlot and connected to Ridgeway Drive. A condominium plat will be prepared once the specific townhome layout is determined. The lots for the single family homes will be created after builders are selected.

### ***PAVED TRAILS AND SIDEWALKS***

The bicycle and pedestrian network comprises of both sidewalks and paved trails. Sidewalks will be provided on both sides of the street per Village Standards and will be owned and maintained by the Village.

All trails will be owned and maintained by a homeowner's association. Trails will be a minimum of five feet in width and paved in asphalt or concrete. The trail system includes:

- A paved trail on Outlot 6, just west of the ANR pipeline easement, that runs north-south and connects northward to Spruce Street and southward to the sidewalk on Hickory Lane, and onward to Hickory Lane Park and the Jackson Area Community Center. This trail will be adjacent to the front doors of the townhomes on Outlot 6.
- A paved trail on the southwest side of the neighborhood running east-west, connecting the townhomes to the sidewalk on Ridgeway Drive.
- Three paved trails on the south side of the neighborhood, each running north-south between single family lots, connecting Ridgeway Drive to the sidewalks on Linden Drive, Aspen Drive, and Hawthorn Drive.
- An unpaved trail runs north-south through the tree preservation area in Outlot 7.

### ***STREETS***

The neighborhood features a connected street network. Spruce Street, an east-west street, forms the northern boundary of the neighborhood. Ridgeway Drive will be extended southward through the neighborhood, and it will continue eastward and then northward. Jackson Oaks Drive will be an east-west segment that connects to Ridgeway Drive. To the south, Hawthorn, Aspen, and Linden Drives will be finished as cul de sacs and will not be extended into the Jackson Oaks neighborhood.

Residential local street widths have been used to meet both vehicle and pedestrian needs. Street trees and grass terraces will enhance the pedestrian experience.

A private driveway will serve the townhomes in Outlot 6 on the west side of the neighborhood. A condominium association will be responsible for the maintenance and plowing of this driveway.

A private drive will serve the single family homes and townhomes in Outlot 8 on the north side of the neighborhood. A condominium association will be responsible for the maintenance and plowing of this drive.

### **MAILBOXES**

Per United States Postal Service requirements, cluster mailboxes will be used and placed throughout the neighborhoods in private easements or private outlots. The final locations and signing will be determined on phase by phase basis. If mailboxes are placed in an outlot, they will need to be in their own outlot. The homeowner's association will be responsible for the maintenance of the mailboxes.

### **ACCESSORY STRUCTURES**

Per Village of Jackson zoning ordinance.

### **FENCES**

Per Village of Jackson zoning ordinance.

## **PHASING**

The neighborhood is projected to be built out in multiple phases over the span of the next one to five years. Final phase lines and sequencing will be determined based on market demand.

## **HOMEOWNER'S ASSOCIATION**

The Oaks of Jackson Neighborhood will be governed by a homeowner's association. Maintenance responsibilities will be further detailed in the amended covenants and restrictions recorded against each property.

## PROPOSED DEPARTURES FROM STANDARD ZONING DISTRICTS

The following tables summarize proposed departures from standard Village of Jackson zoning districts. The proposed departures allow for the diversity of lot/housing types, spanning single family, single family with private drive, zero lot line twin homes, and townhome options. The tables below highlight only departures from standard zoning districts. [Refer to District Descriptions for a complete list of requirements for each district.](#)

### Departures from Standard Zoning – PUD Districts I and II

| <b>Zoning District Requirements</b> | <b>Village of Jackson<br/>R-5 Single-Family<br/>Residential District</b>        | <b><u>Proposed<br/>Departures:</u><br/>PUD District I<br/>Single Family</b> | <b><u>Proposed<br/>Departures:</u><br/>PUD District II<br/>Single Family,<br/>Private Drive</b> |
|-------------------------------------|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| <b>Minimum Lot Area</b>             | 8,000 square feet                                                               | 6,000 square feet                                                           | 4,000 square feet                                                                               |
| <b>Minimum Lot Width</b>            | 70 feet                                                                         | 60 feet<br>(70 feet for corner lots)                                        | 40 feet                                                                                         |
| <b>Minimum Setbacks</b>             | Front yard: 25 feet on local streets<br>Side yard: 8 feet<br>Rear yard: 25 feet | Front yard: 20 feet<br>Side yard: 7 feet<br>Rear yard: 15 feet              | Front yard: 15 feet<br>Side yard: 7 feet<br>Rear yard: 20 feet                                  |

### Departures from Standard Zoning – PUD District III

| <b>Zoning District Requirements</b> | <b>Village of Jackson<br/>R-6 Two-Family<br/>Residential District</b>            | <b><u>Proposed Departures:</u><br/>PUD District III<br/>Twin Home</b> |
|-------------------------------------|----------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>Minimum Lot Area</b>             | 6,000 square feet per dwelling unit                                              | 4,500 square feet (1 unit per lot)                                    |
| <b>Minimum Lot Width</b>            | 85 feet (2 units per lot)                                                        | 45 feet (1 unit per lot)                                              |
| <b>Minimum Setbacks</b>             | Front yard: 25 feet on local streets<br>Side yard: 15 feet<br>Rear yard: 25 feet | Front yard: 20 feet<br>Side yard: 7 feet<br>Rear yard: 15 feet        |

### Departures from Standard Zoning – PUD District IV

| <b>Zoning District Requirements</b> | <b>Village of Jackson<br/>R-8 Multiple-Family<br/>Residential District</b> | <b><u>Proposed Departures:</u><br/>PUD District IV<br/>Townhome</b> |
|-------------------------------------|----------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>Minimum Lot Area</b>             | 16,000 square feet                                                         | 3,000 square feet per dwelling unit                                 |
| <b>Minimum Lot Width</b>            | 85 feet                                                                    | 100 feet                                                            |
| <b>Minimum Setbacks</b>             | Front yard: 30 feet<br>Side yard: 20 feet<br>Rear yard: 25 feet            | Front yard: 15 feet<br>Side yard: 7 feet<br>Rear yard: 15 feet      |
| <b>Maximum Building Height</b>      | 35 feet                                                                    | 40 feet                                                             |



## EXHIBITS

**Exhibit A-1:** Legal Description

**Exhibit A-2:** Preliminary Plat

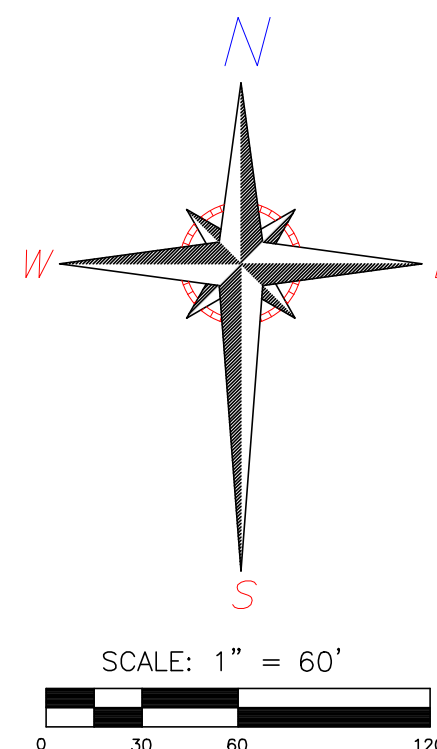
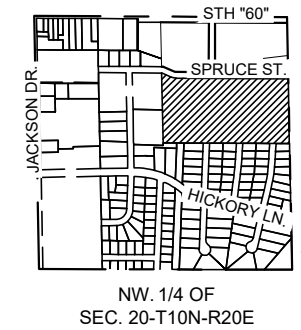
**Exhibit A-3:** District Plan

# PRELIMINARY PLAT OF 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.

### LOCATION MAP



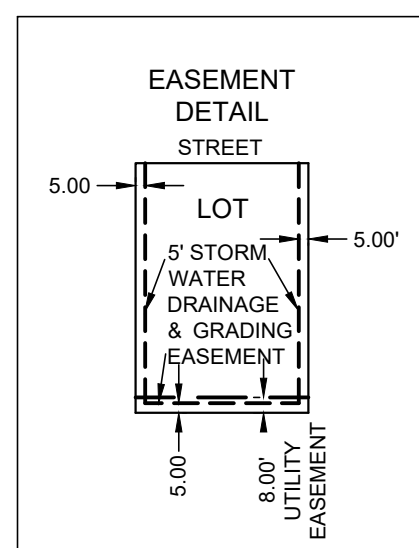
BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, NAD 83/2011 SOUTH ZONE -THE NORTH LINE OF THE NW 1/4 OF SECTION 20-10-10 BEARS S89°40'10"E, VERTICAL DATUM NAVD 88

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

ANGLES ARE COMPUTED TO THE NEAREST 00°00'00.5" 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:  
KEITH A. KINDRED, PLS S-2082  
SEH, INC.  
501 MAPLE AVE.  
DELAFIELD, WI 53018  
(414) 949-8919  
KKINDRED@SEHINC.COM



PROJECT JACKV #170026

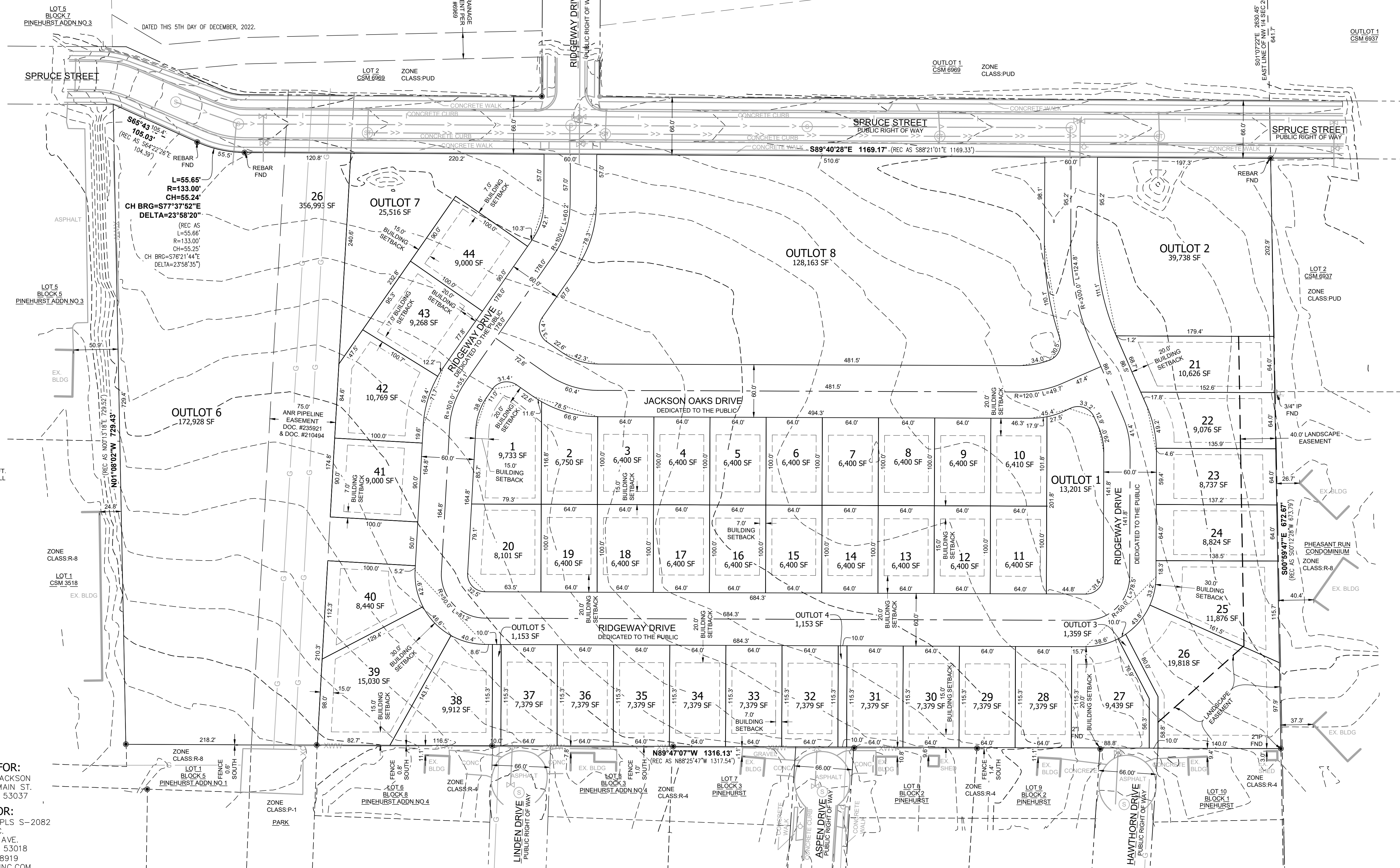
NORTHWEST CORNER  
SEC 20-10-20  
ON SEWER COVER-TIES  
N: 487.913.26  
E: 2,457.550.13

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.

NORTH LINE NORTHWEST 1/4 SECTION 20-10-20  
S89°40'10"E 2634.26'

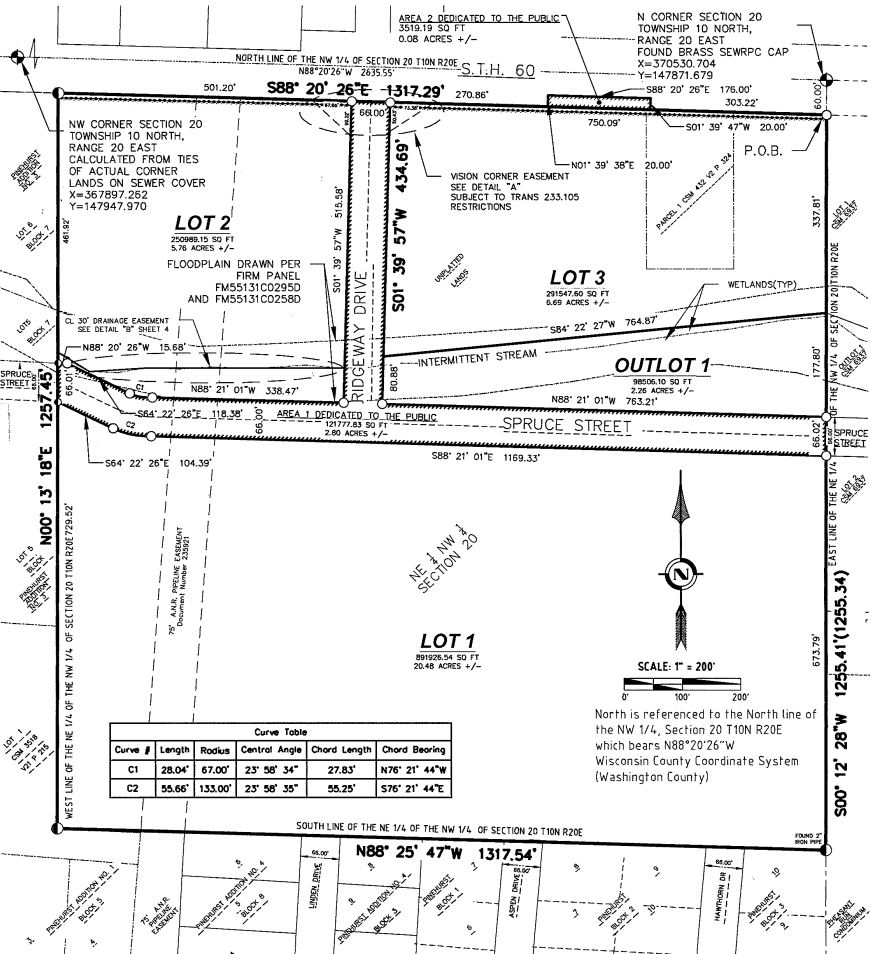
FND CONC MON  
W/BRASS CAP  
NORTH 1/4 CORNER  
SEC 20-10-20  
N: 487.898.05  
E: 2,460,184.20



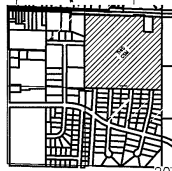
CERTIFIED SURVEY MAP NO. \_\_\_\_\_  
VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_.

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

Document # 1498232  
WASHINGTON COUNTY WISCONSIN  
2020-05-29 11:51:00 AM  
Sharon A. Martin  
SHARON A. MARTIN  
WASHINGTON COUNTY  
REGISTER OF DEEDS  
Fee: \$30.00  
Fee Exempt: 2R  
Pages: 4

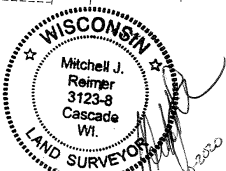


| Curve Table |        |         |               |              |               |  |
|-------------|--------|---------|---------------|--------------|---------------|--|
| Curve #     | Length | Radius  | Central Angle | Chord Length | Chord Bearing |  |
| C1          | 28.04' | 67.00'  | 23° 56' 34"   | 27.83'       | N76° 21' 44"W |  |
| C2          | 55.66' | 133.00' | 23° 56' 35"   | 55.25'       | S76° 21' 44"E |  |



OWNER/PREPARED FOR: 1"=2000'  
Village of Jackson  
W168W20733 Main Street  
Jackson, WI 53037

- LEGEND
- Lands to be Dedicated
  - Government Corner (As Noted)
  - Set 3/4" x 18" Rebar Weighing 1502 Pounds/Lineal Foot
  - Set 3" Magspike
  - Found Iron 1-1/2" (unless noted)
  - Recorded As
  - Access restrictions per WisDOT 884.25 Map 2310-07-29, parcel 5



Mitchell J. Reimer  
Cedar Corporation  
W61 N497 Washington Ave  
Cedarburg, Wisconsin 53012  
SHEET 1 OF 4 SHEETS

map no 6969 lot 54 Reg 137



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

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

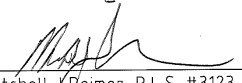
SURVEYOR'S CERTIFICATE

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

Mitchell J. Reimer, PLS  
Cedar Corporation  
W61 N497 Washington Avenue  
Cedarburg, Wisconsin 53012



Map No 6969 160 54 Page 138

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

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

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  
John Walther - Village Administrator

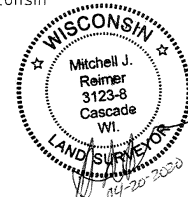
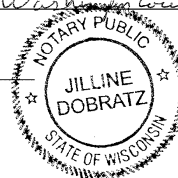
Dated May 12, 2020

STATE OF WISCONSIN)  
WASHINGTON COUNTY) ss

Personally came before me this 12<sup>th</sup> day of May, 2020, 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.

Jilline Dobratz Notary Public, Washington County Wisconsin

My commission expires May 21, 2023



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.

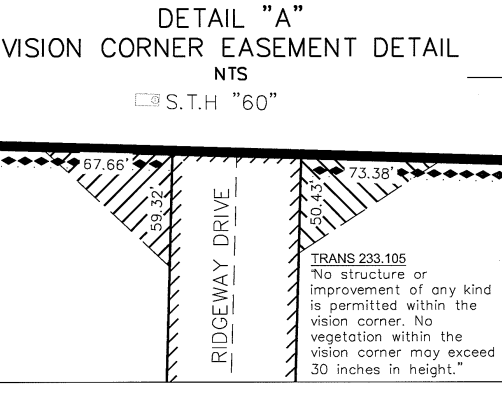
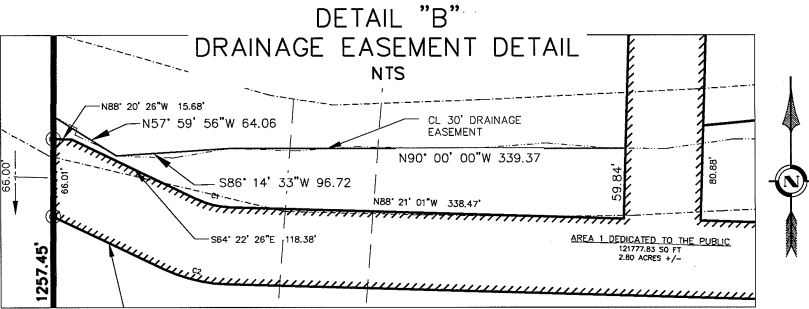
Approved this 12<sup>th</sup> day of May, 2020. Mike Schwab  
Mike Schwab - Village President

Signed this 12<sup>th</sup> day of May, 2020. Jilline Dobratz  
Jilline Dobratz - Village Clerk

Map No 6969 Vol 54 Page 139

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

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



map no 6969 16254 page 140

Mitchell J. Reimer, PLS  
Cedar Corporation  
W61 N497 Washington Avenue  
Cedarburg, Wisconsin 53012



**DRAFT MINUTES**  
**Village Board Meeting**  
**Tuesday, January 10, 2023 at 7:30 p.m.**  
**Jackson Municipal Complex**  
**Training Rooms 1 and 2**  
**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 Vossekul and Village Clerk Jilline Dobratz

Also Present: Jonathan Schatz of Ehlers, Mike Court of Shore Elliott Hendrickson Inc. (SEH), Jackie Mich of Vandewalle & Associates, Deb Sielski of Washington County

**2. Pledge of Allegiance**

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

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

None

**4. Public Hearing – Establishing R-1 Zoning for Tax Parcel #V3\_074900H – Albert and Breanna Sunn (Ordinance #23-01)**

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

Motion by Pres. Schwab, second by Tr. Emmrich, to introduce Ordinance #23-01

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

Vote: 7 ayes, 0 nays. Motion carried.

**5. Public Hearing – Planned Unit Development – Establishing Zoning District PUD-04 for Tax Parcel #V3\_053600B – The Oaks of Jackson – Village of Jackson (Ordinance #23-02)**

Pres. Schwab opened the Public Hearing.

Alex Weisheim, W197N16588 Aspen Drive, posed questions regarding PUD-04 and lot sizes.

Amy Curler, 3306 Regent Place, West Bend, stated she is a relator in Washington County and provided information on the difficulty of finding housing in Jackson.

Marne Stuck, 8988 North Rexleigh Drive, Bayside, stated she works for the Greater Milwaukee Association of Realtors and stated there is a desperate need for housing.

Robert Richter, N166W19523 Pheasant Lane, stated trees were not preserved and voiced concerns about screening and stormwater management.

Sherrie Reuter, 4195 Hidden Creek Court, stated she is a realtor with clients that wish to live in Jackson but are not able to due to inventory shortages and increased market prices.



Dave Farina, N166W19580 Ravens Way, stated he is against changes to site plans and against removal of trees.

Pres. Schwab closed the Public Hearing.

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

Discussion ensued regarding types of housing, lots sizes, private drives, public safety issues, invasive species and saving mature trees. Mike Court of SEH spoke on tree management, stormwater needs, and berm options to provide a buffer. Pres. Schwab provided an explanation of what Planned Unit Development is. It was also explained that a TID, or Tax Increment District, by state law is restricted to 35% of the district permitted for residential use.

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

**6. Ordinance #22-17 – Annexation Request and Recommendation for Temporary R-1 – Parcel #T3\_052200A – Just Neighbors 2, LLC (2<sup>nd</sup> Reading)**

Motion by Pres. Schwab, second by Tr. Heckendorf, to approve Ordinance #22-17 For Annexation of Parcel #T3\_052200A and Temporary R-1 zoning.

Vote: 7 ayes, 0 nays. Motion carried.

**7. Ordinance #22-18 – Amending Chapter 48 of the Zoning Code Regarding R-6 Zoning (2<sup>nd</sup> Reading)**

Motion by Pres. Schwab, second by Tr. Wells, to approve Ordinance #22-18 Amending Chapter 48 of the Zoning Code Regarding R-6 Zoning.

Vote: 7 ayes, 0 nays. Motion carried.

**8. Resolution #23-03 Recognizing Jilline Dobratz – IIMC Master Municipal Clerk Certification**

Motion by Pres. Schwab, second by Tr. Heckendorf, to approve Resolution #23-03 Recognizing Jilline Dobratz recipient of the IIMC Master Municipal Clerk Certification.

Vote: 7 ayes, 0 nays. Motion carried.

**9. Authorization for Village Staff to work with Washington County to develop and publish an RFP for Single Family and Townhome Unit Builders in the Oaks of Jackson Subdivision – Next Generation Housing Project**

Administrator Keller provided background information stating two different RFPs are significant to the progress of the subdivision for interested builders to bid on the project. Motion by Tr. Engelhardt, second by Tr. Kruepke, to authorize Village Staff to work with Washington County to develop and publish an RFP for Single Family and Townhome Unit Builders in the Oaks of Jackson Subdivision.

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

**10. Approval of Minutes for the Village Board Meeting of December 13, 2022**

Motion by Tr. Heckendorf, second by Tr. Matter, to approve the minutes for the Village Board Meeting of December 13, 2022.

Vote: 7 ayes, 0 nays. Motion carried.

## **11. Approval of Licenses**

- Entertainment License:
  - Coffeerville Company
- Operator's Licenses:
  - East Side Mart, Main Street Mart & The Village Mart: Erica Kriston, Aleshia Perez
- Massage Establishment License
  - Good Karma Massage Therapy LLC
- Massage Technician License
  - Patricia Salvack

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.

## **12. Budget & Finance Committee**

- **Resolution #23-01 – Awarding the Sale of \$1,465,000 Taxable General Obligation Community Development Bonds, Series 2023A**

Jonathan Schatz of Ehlers provided a handout and gave an overview of the sale. There were seven bids in which cost of issuance and interest rates were lower than presale estimates. Growth in TID 6 is expected with a positive cash flow with the potential of closing early.

Motion by Tr. Heckendorf, second by Tr. Kruepke, to approve Resolution #23-01 Awarding the sale of \$1,465,000 Taxable General Obligation Community Development Bonds, Series 2023A.

Vote: 7 ayes, 0 nays. Motion carried.

- **TID 7 Funding Update – Oaks of Jackson**

Motion by Pres. Schwab, second by Tr. Heckendorf, to approve TID 7 funding for Oaks of Jackson development to be financed, lots to be sold at market rate with staff given the flexibility to adjust timing of payments to work with developers and available TID 4 revenues.

Discussion ensued on explanation of cost of lots, reduced lot rates, lots offered at market rate, and potential incentives. Administrator Keller stated the cost of the lots will be brought back to the Village Board for approval.

Motion amended by Pres. Schwab, second by Tr. Heckendorf to include State Trust Fund or Bank Loan as the preferable funding option.

Vote: 7 ayes, 0 nays. Motion carried.

## **13. West Bend School District Report**

Tr. Wells stated six candidates are running for School Board on April 4, 2023. There are three positions open. Open enrollment for 4k Kindergarten begins on January 30<sup>th</sup>.

## **14. Washington County Board Report**

Pres. Schwab stated the meeting is tomorrow night.

## **15. Greater Jackson Business Alliance Report**

Tr. Matter stated the next bi-month meeting will include Mr. Kevin Scheunemann of Dairy Queen as a guest speaker.

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

Tr. Wells stated at the meeting on January 11<sup>th</sup> will include State legislative updates. The next dinner meeting is on January 25<sup>th</sup> with speaker Judge Ohlis regarding an update from the court.

Pres. Schwab gave background information on the request from Mid-Moraine Municipal Association on the referendum question. The discussion ensued regarding the request of municipalities to include an advisory referendum on the Spring ballot, requesting the County share a portion of sales tax funds back to municipalities for the purpose of contributing to local road maintenance. According to the proposal, the Village of Jackson would receive approximately \$160,000.00. It was clarified the County Board ultimately decides how sales tax dollars are utilized.

Motion by Tr. Heckendorf, second by Tr. Wells, to approve Resolution #23-02 Consideration of an Advisory Referendum Regarding Distribution of County Sales Tax.

Vote: 4 ayes, 3 nays (Pres. Schwab, Tr. Matter, Tr. Engelhardt). Motion carried.

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

Alex Weishem, W197N16588 Aspen Drive commented on item 5 regarding total number of lots, property values, homes sales, sizes and tree removal.

Todd Fechter, 1409 Chestnut Street, West Bend, commented on item 5 regarding starter homes, size of homes/lots, maintaining home values, and is in support of the project.

Amy Curler, 3306 Regent Place, West Bend, commented on item 5 regarding home values, competitive market analysis, market conditions, comparable homes, and the project increasing home values.

**18. Adjourn**

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

Vote: 7 ayes, 0 nays. Meeting was adjourned at 8:45 p.m.

Respectfully submitted:

Jilline Dobratz, *MMC/WCPC*  
Village Clerk

Licenses: February 14, 2023 Village Board Meeting

| Name                         | Establishment                                       | Police Chief Recommendation |
|------------------------------|-----------------------------------------------------|-----------------------------|
| <b>ENTERTAINMENT LICENSE</b> |                                                     |                             |
| Kelly A. Valentino           | Jackson Parks & Recreation                          | Approval                    |
| <b>OPERATOR'S LICENSES</b>   |                                                     |                             |
| Pamela Hildebrandt-Klein     | East Side Mart, Main Street Mart & The Village Mart | Approval                    |
| Jess Hopfer                  | East Side Mart, Main Street Mart & The Village Mart | Approval                    |

# MEMO

To Jen Keller, Administrator  
From Chief Ryan Vossekui *RV*  
Date January 24, 2023  
Subject Jackson PD Touchpoint / Covid 19 Wellness Grant 2023

The Department of Justice has awarded the Village of Jackson a \$12,410 grant. The grant covers the replacement of two office computers, and the addition of a third office computer for our new sergeant. The grant also covers the purchase of four (4) Physio-Control Life Pak AEDs for our squad cars. These units will replace units that are more than 10 years old and will be compatible with the Jackson Fire Department's equipment.

I am requesting that the Village Board formally accept the Wisconsin DOJ Jackson PD 2023 Touchpoint/ Covid 19 Wellness Grant.

# Memo

**To:** Jen Keller, Village Administrator

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

**Subject:** State/Municipal Agreement for a State Let STP Urban Project  
Eagle Drive & STH 60 Intersection - Roundabout Project

**Date:** February 9, 2023

**CC:** Village Board

The Village has received from WisDOT the State/Municipal Agreement for a State Let STP Urban Project for improvement to the intersection of Eagle Drive and STH 60. The improvement would be to construct a roundabout for the intersection.

Per the agreement, the total project cost is \$1,559,329.00, and the Village of Jackson portion is 20% of the total construction cost or \$349,194.00. The Village's cost does include State Review which is the inspection service for construction of the roundabout.

The Village has signed a contract with DAAR Engineering in 2022 to complete the design of the project for a fee of \$271,417.38. The total Village cost for the intersection improvement design and construction will be \$620,611.38 and is a TID 7 expense, thus recouped during the lifetime of the TID.

Staff recommend signing the agreement for the long-awaited improvement of the intersection of Eagle Drive and STH 60.

If you have any questions, please let me know.

Brian W. Kober, P.E.

## Urbanized Area STP-Urban (206) Standard SMA Template



### STATE/MUNICIPAL AGREEMENT FOR A STATE- LET STP Urban PROJECT

**Program Name: STP-Urban**

**Population Group: 50,000-200,000**

**Sub-program #: 206**

Date: January 31, 2023

I.D.: 2310-13-01/71

Road Name: Eagle Dr

Limits: Main St and Eagle Dr intersection

County: Washington

Roadway Length: 0.01 miles

Functional Classification: Minor Arterial

Project Sponsor: Village of Jackson

The signatory, Village of Jackson, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

#### NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

**Existing Facility - Describe and give reason for request:** Eagle Dr is a 2 lane 24ft asphalt roadway with a combination asphalt and gravel shoulder. There is sidewalk on both sides and off-street bicycle accommodations. There have been 3 right angle crashes and one left turn crash.

**Proposed Improvement - Nature of work:** Reconstruction of the intersection to a roundabout. The project will also replace or complete the existing multi-use trail to provide bicycle and pedestrians with safer facilities and connections through the intersection.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: work could include, but may not be limited to, adjustment of water service boxes, gate valves, and manholes; adjustment of sanitary sewer manholes, placing of new sanitary manhole seals and covers, haul road.

The Municipality agrees to the following 2023-2026 STP Urbanized Area project funding conditions:

Project construction costs are funded with up to 80% federal funding up to a funding limit of \$1,210,135. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$1,210,135 federal funding limit. Design and real estate are 100% locally funded. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2024**. Sunset date: **June 30, 2029**

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially



## Urbanized Area STP-Urban (206) Standard SMA Template

scheduled.

Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal or State funding exceed the estimate of \$1,210,135 in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

| SUMMARY OF COSTS                    |                    |                    |            |                  |            |
|-------------------------------------|--------------------|--------------------|------------|------------------|------------|
| PHASE                               | Total Est. Cost    | Federal Funds      | %          | Municipal Funds  | %          |
| <b>ID 2310-13-01</b>                |                    |                    |            |                  |            |
| State Review                        | \$21,660           | \$0                | 0%         | \$21,660         | 100%       |
| <b>ID 2310-13-71</b>                |                    |                    |            |                  |            |
| Participating Construction          | \$1,512,669        | \$1,190,135        | 80%        | \$322,534        | 20% + BAL  |
| Non-Participating Construction      |                    | \$0                | 0%         | \$0              | 100%       |
| State Review                        | \$25,000           | \$20,000           | 80%        | \$5,000          | 20% + BAL  |
| <b>Total Est. Cost Distribution</b> | <b>\$1,559,329</b> | <b>\$1,210,135</b> | <b>N/A</b> | <b>\$349,194</b> | <b>N/A</b> |

\*Design ID# 2310-13-01 federal funding is limited to \$0.

\*Construction ID# 2310-13-71 federal funding is limited to \$1,210,135.

This request is subject to the terms and conditions that follow (pages 2 –7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality.  
Signed for and in behalf of: Village of Jackson (please sign in blue ink.)

|      |       |      |
|------|-------|------|
| Name | Title | Date |
|------|-------|------|

Signed for and in behalf of the State:

|      |                                 |      |
|------|---------------------------------|------|
| Name | Title: SE Region Planning Chief | Date |
|------|---------------------------------|------|

### GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

## Urbanized Area STP-Urban (206) Standard SMA Template

- b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
- c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
- d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
- e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
- f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
- g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
- h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

### STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2023-2026 STP Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
  - c. Storm sewer mains necessary for the surface water drainage.
  - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
  - f. Signing and pavement marking.
  - g. New installations or alteration of street lighting and traffic signals or devices.
  - h. Landscaping.
- 5. The work will be administered by the State and may include items not eligible for federal participation.



## Urbanized Area STP-Urban (206) Standard SMA Template

6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

### MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2023-2026 STP Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current *WisDOT Facilities Development Manual*.
  - h. Preliminary engineering and design
  - i. State review services.
  - j. Real estate for the improvement.
  - k. Other 100% Municipality funded items: as determined thru design
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or

## Urbanized Area STP-Urban (206) Standard SMA Template

officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.

13. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2022-2027 STP improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
  - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
  - e. Provide complete plans, specifications, and estimates to State upon request.
  - f. Provide relocation orders and real estate plats to State upon request.
  - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
  - h. Provide maintenance and energy for lighting.
  - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
  - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
  - b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
  - c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.



## Urbanized Area STP-Urban (206) Standard SMA Template

- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under Municipal Responsibilities and Requirements.

### LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 19. Contract modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
- 20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.

## Urbanized Area STP-Urban (206) Standard SMA Template

21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

### PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2023-2026 STP Urbanized Area STP-Urban project funding conditions:
- a. ID 2310-13-01: Design is funded 100% by the Municipality. This phase includes plan development, and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities.
  - b. Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the Municipality.
  - c. ID 2310-13-71: Construction:
    - i. Costs for reconstruction are funded with 80% federal funding when the municipality agrees to provide the remaining 20%.
    - ii. non-participating costs are funded 100% by the Municipality. Costs include construction delivery.
    - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality for participating activities and 100% by the Municipality for non-participating activities.

[End of Document]

**AMENDMENT NO. 1 TO THE TWO PARTY DEIGN ENGINEERING SERVICES CONTRACT**  
BETWEEN VILLAGE OF JACKSON (MUNICIPALITY)  
AND DAAR ENGINEERING, INC. (CONSULTANT) FOR

VOJ 1814.001  
Main Street Roundabout  
Intersection of Main Street and Eagle Drive  
STH 60  
Washington County

The contract made and entered into by and between the MUNICIPALITY and CONSULTANT, dated May 11, 2022 is hereby amended as set forth on the following pages.

The primary reasons for this amendment:

1. Additional CONSULTANT effort for drainage survey and CEC Factor Sheet for Storm Water
2. Additional CONSULTANT effort for drainage coordination with Village, WisDOT, WDNR and Subconsultant for twin culverts design at Eagle Drive.

June 30, 2024 Contract Completion Date is unchanged.

For Roadway Design Services based on WisDOT requirements consisting of plan production, survey, public involvement, design reports, environmental documents, Section 404 report, retaining wall design, utility coordination and PS&E production, costs to the CONSULTANT, based on a Specific Rate of compensation, costs to the CONSULTANT, not to exceed \$120,170.55 **(Increase of \$4,804.20)**.

For Roundabout and drainage design Services subcontracted to MSA Professional Services, actual costs to the CONSULTANT not to exceed \$118,120.00 **(No Change)**.

For Lighting Design Services subcontracted to Powrtek Engineering, Inc., actual costs to the CONSULTANT not to exceed \$7,445.44 **(No Change)**.

For Soils Investigation and Report subcontracted to Himalayan Consultants, LLC (DBE), the CONSULTANT's actual cost not to exceed \$9,998.39 **(No Change)**.

For Title Reports and Updates subcontracted to Knight-Barry Title Group, the CONSULTANT's actual cost not to exceed \$1,050.00 **(No Change)**.

For Phase 2.5 Hazardous Materials Assessment Services subcontracted to Ramboll, the CONSULTANT's actual cost not to exceed \$11,528.00 **(No Change)**.

For Cultural Resource Investigations and Report subcontracted to the University of Wisconsin-Milwaukee, Cultural Resource Management (UWM-CRM), the CONSULTANT's actual costs not to exceed \$3,105.00 **(No Change)**.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$271,417.38 **(Increase of \$4,804.20)**.



The above services do not include R/W Acquisition services. A separate proposal may be provided upon request and based results of preliminary engineering services under this CONTRACT.

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Two-Party Design Engineering Services Contract and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

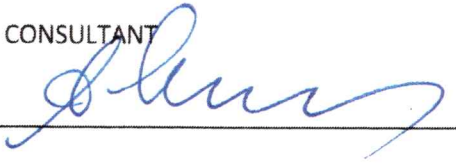
This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT AMENDMENT, consisting of 3 pages.

Nothing in this CONTRACT accords any third part beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

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



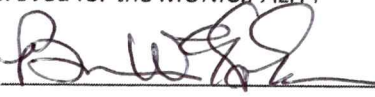
Title: Design Project Manager

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

10-21-22

Approved for the MUNICIPALITY

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



Title: \_\_\_\_\_

DIRECTOR OF PUBLIC WORKS / VILLAGE ENGINEER

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

10/24/2022

**AMENDMENT NO. 1**

ID VOJ 1814.001

Main Street Roundabout

STH 60

Village of Jackson

Washington County

**VI. SPECIAL PROVISIONS****SCOPE OF SERVICES****B. ENVIRONMENTAL DOCUMENTATION**

The following section is replaced with the following:

(10) Preparation of the following Environmental Document Factor Sheets are NOT PART OF THIS CONTRACT and are considered extra services, if needed:

- (a) General Economics Evaluation
- (b) Business Evaluation
- (c) Community or residential evaluation
- (d) Environmental Justice Evaluation
- (e) Archaeological sites Evaluation
- (f) Tribal Coordination/Consultation
- (g) Aesthetics Evaluation
- (h) Wetlands Evaluation
- (i) Lakes and other open water evaluation
- (j) Coastal Zones Evaluation
- (k) Groundwater, wells, and springs evaluation
- (l) Construction Stage sound quality evaluation
- (m) Indirect or Cumulative Effects Evaluation

The CONSULTANT shall complete the Environmental Document Factor Sheet for “Rivers, Streams and Floodplains Evaluation” and coordinate proposed storm water design with the MUNICIPALITY, the Wisconsin Department of Transportation and the Wisconsin Department of Natural Resources.

**F. MEETINGS**

The following section is supplemented with the following:

(13) Attend one (1) drainage meeting with the MUNICIPALITY, the Wisconsin Department of Transportation and the Wisconsin Department of Natural Resources

**S. PROSECUTION AND PROGRESS**

The following section is replaced with the following:

- (1) Monitor the progress of the PROJECT as stipulated in the contract agreement. The tracking process shall include providing the DEPARTMENT with an updated version of the project network on a monthly basis to show the progress of the project. The report can be delivered in electronic format consistent with current WisDOT standards.
- (2) The CONSULTANT proposes to sublet these services:
  - (a) Roundabout engineering services to MSA Professional Services
  - (b) Updated Section 106 Report services to University of Wisconsin – Milwaukee, Cultural Resource Management (CRM).
  - (c) Title Reports and updates by Knight Barry Title Group
  - (d) Lighting engineering services to Powrtek Engineering, Inc.
  - (e) Soils investigations and Soils Report to Himalayan Consultants, LLC
  - (f) Phase 2.5 Hazardous Materials Assessment services to Ramboll
- (3) The following items of work will be completed and submitted to the MUNICIPALITY and DEPARTMENT'S Region Office by the indicated dates if CONSULTANT has received the Notice to Proceed by May 23, 2022.

| Report Title                             | Date              |
|------------------------------------------|-------------------|
| Local Officials Meeting/30% Review       | July 26, 2022     |
| Public Involvement Meeting               | September 1, 2022 |
| Section 106 Report sent                  | October 6, 2022   |
| Environmental Document (CEC) sent        | November 11, 2022 |
| TMP (50%) sent                           | December 9, 2022  |
| Section 106/CEC approved                 | December 9, 2022  |
| Slope Intercepts & Preliminary Plat sent | December 16, 2022 |
| Design Study Report/60% Plan sent        | December 23, 2022 |
| Preliminary Retaining Wall Plan/SSR sent | December 23, 2022 |
| Design Study Report approved             | January 27, 2022  |
| Final Plat sent                          | February 3, 2023  |
| Encroachment Report sent                 | February 3, 2023  |
| Final Plat approved                      | February 10, 2023 |
| 1078s sent                               | March 1, 2023     |
| Start of Acquisitions                    | March 1, 2023     |
| TMP (90%) sent                           | April 1, 2023     |
| Final Retaining Wall Plan sent           | June 1, 2023      |

| <b>Report Title</b>        | <b>Date</b>     |
|----------------------------|-----------------|
| Draft PS&E (90%) sent      | June 1, 2023    |
| R/W Acquisition Complete   | July 5, 2023    |
| Final PS&E (eSubmit)       | August 1, 2023  |
| LET                        | January 9, 2024 |
| Preconstruction Conference | March 2024      |

## Summary of Staff Hours and Direct Labor Costs

### PROJECT TOTAL

**Project ID:** VOJ 1814.001 Main Street RAB

| Activity Code | Classification                                           | "X" As per Scoping | Design Project Manager |            | Design Engineer - High |            | Survey - Mid |            | Total Labor | Total \$   |
|---------------|----------------------------------------------------------|--------------------|------------------------|------------|------------------------|------------|--------------|------------|-------------|------------|
|               | Avg. Hourly Wage                                         |                    | \$208.80               |            | \$158.00               |            | \$116.04     |            |             |            |
|               | Task                                                     |                    | Hours                  | Dollars    | Hours                  | Dollars    | Hours        | Dollars    |             |            |
|               | Project Management                                       |                    |                        |            |                        |            |              |            |             |            |
|               | Scope, Schedule and Change Management                    |                    |                        |            |                        |            |              |            |             |            |
| 887           | Manage Project Scope and Schedule                        |                    | 2                      | \$417.60   | 2                      | \$316.00   | 0            | \$0.00     | 4           | \$733.60   |
| 887.8         | Prepare/attend drainage meeting (virtual)                | X                  | 2                      |            | 2                      |            |              |            |             |            |
|               | Preliminary and Final Design                             |                    |                        |            |                        |            |              |            |             |            |
|               | Data, Survey, and Mapping                                |                    |                        |            |                        |            |              |            |             |            |
| 382           | Setup Survey Project                                     |                    | 1                      | \$208.80   | 0                      | \$0.00     | 0            | \$0.00     | 1           | \$208.80   |
| 382.0         | Setup Project Survey                                     | X                  | 1                      |            |                        |            |              |            |             |            |
| 723           | Conduct and Process Existing Field Survey                |                    | 0                      | \$0.00     | 0                      | \$0.00     | 20           | \$2,320.80 | 20          | \$2,320.80 |
| 723.13        | Perform drainage survey                                  | X                  |                        |            |                        |            | 15           |            |             |            |
| 723.14        | Process drainage survey data and create existing surface | X                  |                        |            |                        |            | 5            |            |             |            |
|               | Environmental and Cultural Impact                        | X                  |                        |            |                        |            |              |            |             |            |
| 769           | Environmental Documentation and Agency Coordination      |                    | 2.5                    | \$522.00   | 6                      | \$948.00   | 0            | \$0.00     | 8.5         | \$1,470.00 |
| 769.0         | Environmental Documentation and Agency Coordination      | X                  | 1                      |            | 1                      |            |              |            |             |            |
| 769.1         | Agency & Project Team Coordination                       |                    |                        |            |                        |            |              |            |             |            |
| 769.1.1       | Village, WisDOT, WDNR & Drianage Subconsultant           | X                  | 1                      |            | 1                      |            |              |            |             |            |
| 769.4         | Categorical Exclusion Checklist Drainage Factor Sheet    | X                  | 0.5                    |            | 4                      |            |              |            |             |            |
|               | TOTAL:                                                   |                    | 5.5                    | \$1,148.40 | 8                      | \$1,264.00 | 20           | \$2,320.80 | 33.50       | \$4,733.20 |

## Direct Costs by Item

**Project ID:**

**VOJ 1814.001 Main Street RAB**

| Item                               | Unit Amount | Unit Type | Rate     | Total Expenses |
|------------------------------------|-------------|-----------|----------|----------------|
| Mileage (Corporate Survey vehicle) | 100         | Miles     | \$ 0.710 | \$71.00        |
|                                    | 0           | Each      |          | \$0.00         |
|                                    | 0           |           |          | \$0.00         |
| <b>TOTAL</b>                       |             |           |          | <b>\$71.00</b> |



## Consultant Contract Total Fee Computation

| Project ID            | Amendment No. 1 | VOJ 1814.001<br>Main Street RAB |  |  | Total for Contract |
|-----------------------|-----------------|---------------------------------|--|--|--------------------|
| Number of Staff Hours | 33.50           | 990                             |  |  | 1023.5             |
| Total Labor           | \$4,733.20      | \$114,332.35                    |  |  | \$119,065.55       |
| Direct Costs          | \$71.00         | \$1,034.00                      |  |  | \$1,105.00         |
| Total Costs           | \$4,804.20      | \$115,366.35                    |  |  | \$120,170.55       |
| MSA                   | \$0.00          | \$118,120.00                    |  |  | \$118,120.00       |
| Powrtek               | \$0.00          | \$7,445.44                      |  |  | \$7,445.44         |
| Himalayan Consultants | \$0.00          | \$9,998.39                      |  |  | \$9,998.39         |
| Knight Barry          | \$0.00          | \$1,050.00                      |  |  | \$1,050.00         |
| Ramboll               | \$0.00          | \$11,528.00                     |  |  | \$11,528.00        |
| UWM-CRM               | \$0.00          | \$3,105.00                      |  |  | \$3,105.00         |
| Subcontract Subtotal  | \$0.00          | \$151,246.83                    |  |  | \$151,246.83       |
| TOTAL COST            | \$4,804.20      | \$266,613.18                    |  |  | \$271,417.38       |



*Taking the lead in Washington County.*

## MEMO

TO: Mike Schwab, Village President; Budget and Finance Committee

FROM: Jen Keller, Village Administrator

RE: Proposed Allocation of Remaining Project Funds

DATE: February 9, 2023

### **Background**

In December, Treasurer Smith provided the Village Board an update regarding the balance of remaining funds from 2021 General Obligation Debt for the purpose of completing the construction of the Jackson Municipal Complex. As directed by Financial Advisors, Staff have since segregated funds, establishing an independent account for 2023 debt payments in the amount of \$150,000. Terms of the debt do not permit principle to be paid down early. A secondary account was also established and must be utilized as soon as it makes sense to do so for projects that relate to the construction, equipment, and other systems apart of the facility.

Attached you will find the proposed allocation of the remaining \$311,000. Categories of expenditures in the proposal include:

1. AV/Security/IT Systems
2. Mechanical Systems
3. Equipment/Furniture/Fixtures
4. Exterior Amenities

Within each category of expenditure are listed projects which were recommended by the Administrator, Fire Chief and Police Chief. Projects with a high level of impact to departments and of immediate need have been scored a “3”. Projects with moderate need have been scored a “2”. Projects that would be a future need, or potentially the lowest impact to departmental functions were scored as a “1”. Should the category allocations be approved, Staff will utilize available funds in order of priority and comply with the Village’s adopted Purchasing Policy.

Staff are also aware there are federal rebate penalties that may apply to carrying the funding beyond February 2023. However, penalties do not impact the allocation of current funding as presented. Staff will work in concert with financial advisors to monitor the interest the account accrues and provide rebates from those funds as required.

### **Next Steps**

Staff are seeking approval of the proposed allocation of remaining project funds.

### **Attachments:**

Proposed 2023 Projects – List as of 2.9.2023

## 2023 MUNICIPAL BUILDING PROJECT - ALLOCATION OF REMAINING FUNDS PROPOSAL

AVAILABLE BALANCE AS OF 2.1.23 \$ 311,000.00  
**FUNDS ALLOCATED AS PROPOSED\*** \$ **304,029.00**  
**FUNDS UNALLOCATED AS OF 2.1.23\*\*** \$ **6,971.00**

### AV/SECURITY/IT SYSTEMS- 47%

|                                                                            | JFD | JPD | Admin | All | Priority 1-3*** | Cost         |
|----------------------------------------------------------------------------|-----|-----|-------|-----|-----------------|--------------|
| Replacing commercial monitors                                              | x   | x   |       |     | 3               | \$ 26,170.00 |
| Board Streaming System, Dais Monitors and 3rd Screen on south meeting wall |     |     | x     |     | 3               | \$ 42,227.00 |
| Additional Strikes for FOB door access                                     | x   |     | x     |     | 2               | \$ 9,000.00  |
| Video conference system Admin conference room                              |     |     | x     |     | 2               | \$ 15,000.00 |
| White Noise over speakers                                                  |     | x   | x     |     | 1               | \$ 2,500.00  |
| Alert System for dispatch Pro Phoenix (shared investment with 2+ agencies) | x   |     |       |     | 1               | \$ 49,386.00 |

### MECHANICAL SYSTEMS - 8%

|                                            | JFD | JPD | Admin | All | Priority 1-3*** | Cost         |
|--------------------------------------------|-----|-----|-------|-----|-----------------|--------------|
| Garbage disposals (4)                      | x   | x   | x     | x   | 3               | \$ 5,000.00  |
| Universal Remote/Control for JFD Bays      | x   |     |       |     | 2               | \$ 10,000.00 |
| HVAC air supply correction                 |     |     | x     |     | 1               | \$ 8,500.00  |
| Purchase additional filters for HVAC units | x   | x   | x     | x   | 1               | \$ 1,500.00  |

### EQUIPMENT/FURNITURE/FIXTURES - 25%

|                                                                                                                                             | JFD | JPD | Admin | All | Priority 1-3*** | Cost         |
|---------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-------|-----|-----------------|--------------|
| (5) Cord Drops in PD Garage, adding (5) remaining bathrooms to generator                                                                    |     | x   |       |     | 3               | \$ 13,000.00 |
| Hose Reels (8) in Apparatus Bay                                                                                                             | x   | x   |       |     | 3               | \$ 8,432.00  |
| Aparatus Bay Line Painting                                                                                                                  | x   |     |       |     | 2               | \$ 1,500.00  |
| Additional Fitness Room Equipment                                                                                                           | x   | x   | x     | x   | 2               | \$ 21,314.00 |
| Sound tranfer solutions from JFD to Admin                                                                                                   |     |     | x     |     | 2               | \$ 1,500.00  |
| VB room furnishings - podium, acoustic pannels, dais outlet                                                                                 |     |     | x     |     | 2               | \$ 6,000.00  |
| Multi-departmental meeting room equipment, hallway, lobby, and work space furniture/décor                                                   | x   | x   | x     | x   | 2               | \$ 22,500.00 |
| Interior building singnage (training rooms annodized aluminum words, vinyl/acrylic directional singange for bathrooms, offices, lobby, etc. | x   | x   | x     | x   | 1               | \$ 2,500.00  |

### EXTERIOR AMMENITIES - 20%

|                                                                                                                                | JFD | JPD | Admin | All | Priority 1-3*** | Cost         |
|--------------------------------------------------------------------------------------------------------------------------------|-----|-----|-------|-----|-----------------|--------------|
| Misc. Concrete Changes (i.e. seam/spacer caulking, seek engineer review for footings)                                          | x   | x   | x     | x   | 3               | \$ 2,500.00  |
| Landscaping improvements - more trees, replace/add plantings around base of building and between parking and road, add benche: | x   | x   | x     | x   | 2               | \$ 38,000.00 |
| 2-3 parking lot signs (employee parking, public parking) w/ electric                                                           | x   | x   | x     | x   | 2               | \$ 8,000.00  |
| Parking and access signage/painting (i.e. STH 60 "exit only" or similar concept)                                               | x   |     | x     |     | 2               | \$ 2,000.00  |
| EV metered charging Station                                                                                                    | x   | x   | x     | x   | 1               | \$ 10,000.00 |

\*Utilization of funds will comply with the Village Purchasing Policy Adopted November 8, 2022

\*\*Unallocated funds provide a contingency for minor cost or scope changes up to 2.2%

\*\*\*Priority 3=high/immediate need, 2=moderate need, 1=future need.

# Memo

**To:** Jen Keller, Village Administrator  
**From:** Brian W. Kober, P. E., Director of Public Works   
**Subject:** Jackson Park - Tennis Court Conversion to Pickleball Courts  
**Date:** January 26, 2023  
**CC:** Park & Rec Committee; Board of Public Works; Village Board

The tennis ball courts in Jackson Park have been scheduled for years to be updated or replaced with something new. The ideas with the Park and Rec Committee and the Park and Rec Director Kelly Valentino was a conversion to include tennis and pickleball courts together.

The project was bid for construction in May of 2022, the bidding resulted in one bid at \$543,720.50. Upon review of bid, the bid was not accepted, and the project was scheduled for rebid in January 2023.

The Village received three (3) bids for the projects, and the low bid was \$140,513.90 lower than the only bid received in 2022. The low bid was from Vinton Construction Company in the amount of \$403,206.60. Upon review of the bids Cedar Corporation has recommended approval of the bids.

Funding of the project will be satisfied by the budgeted capital improvement fund (\$278,206.60) and the Park Impact Fee account (\$125,000.00). Staff recommend awarding the project to Vinton Construction Company for the amount of \$403,206.60.

If you have any questions, please let me know.

Brian W. Kober, P.E.

STANDARD FORM OF  
BID ANALYSIS

WHEREAS the Village of Jackson (hereinafter referred to as the OWNER) has received bids on the 24th day of January 2023 for the Re-Bid Jackson Park Tennis-Pickleball Courts, Contract A-23, (hereinafter referred to as the Project); and

WHEREAS Cedar Corporation (hereinafter referred to as ENGINEER) has been retained by the OWNER to prepare bid tabulations, analyze bid results and consult with the OWNER on the award of contracts.

The ENGINEER hereby consults as follows:

1. Bids were received from three (3) bidders. Bids ranged from a low of \$403,206.60 to a high of \$504,717.00. A summary of the bid tabulation is attached.
2. Based upon ENGINEER's analysis of the bids received on the above PROJECT the responsive low bidder is:

Vinton Construction Company  
2705 N. Rapids Road  
Manitowoc, WI 54221

Bid Amount: \$403,206.60

3. It is understood that by this analysis, that the ENGINEER does not guarantee the Contractor's performance which is covered by the Contractor's bond, but it is a statement by the ENGINEER that the ENGINEER has no information which would lead the ENGINEER to believe that the Contractor does not have the necessary equipment and personnel to complete the PROJECT in compliance with the drawings and specifications within reasonable tolerances generally accepted in the trade.
4. It is further understood that this analysis is not a representation that the ENGINEER has reviewed the proposal for possible legal irregularities which should be a function of the OWNER'S legal counsel, and at the option of the OWNER.
5. It is further understood that in the event that OWNER feels that the Contract should be awarded on some basis other than price, the OWNER should defer further action on this PROJECT until a thorough legal review can be made by OWNER'S legal counsel.

Cedar Corporation

Submitted by: Ron D. Dalton, P.E.

Date: January 25, 2023



# BID TABULATION

RE-BID: JACKSON PARK TENNIS - PICKLEBALL COURTS,  
CONTRACT A-23  
VILLAGE OF JACKSON  
WASHINGTON COUNTY, WI

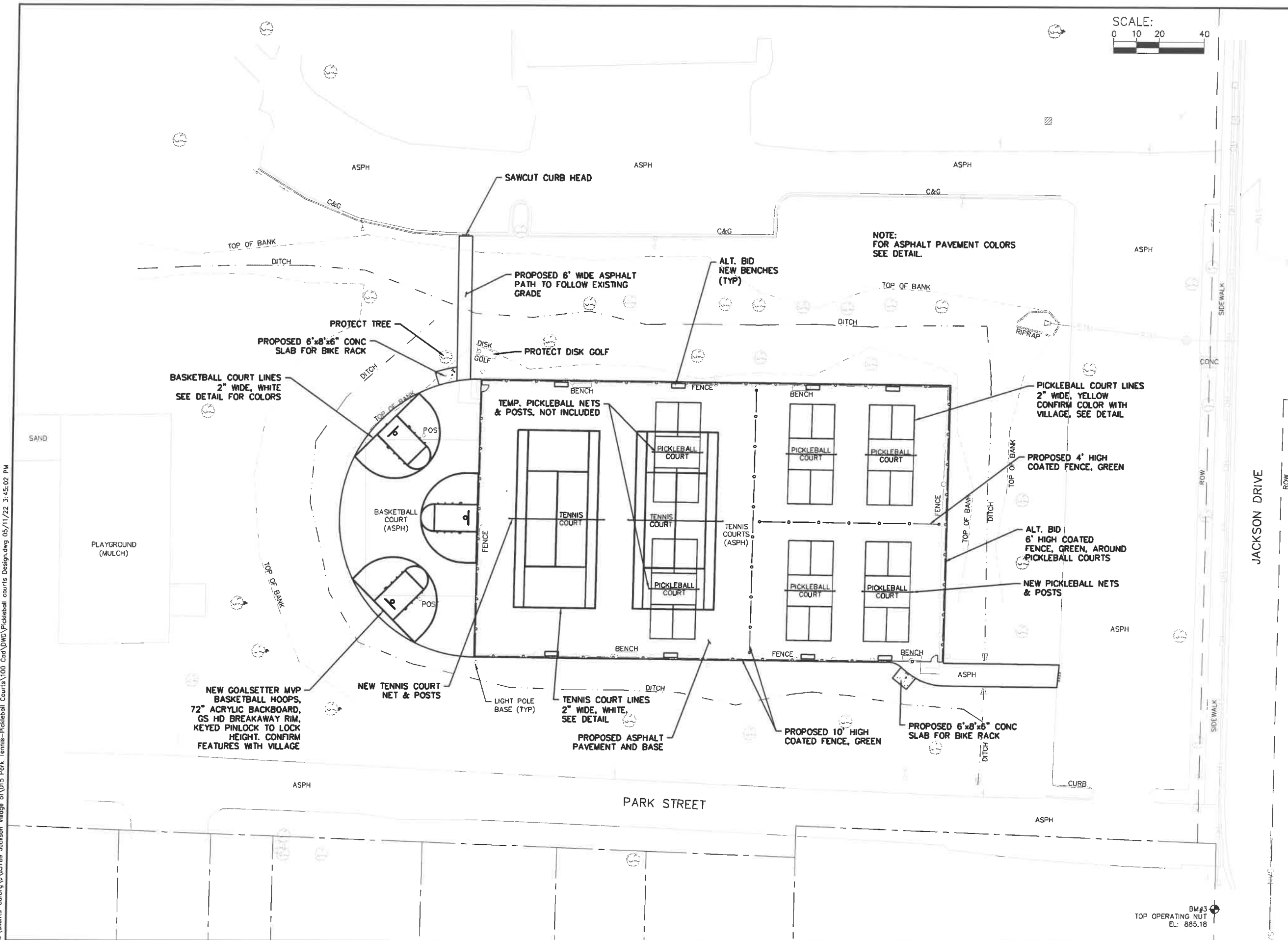
BID DATE - January 24, 2023

| PROJECT NAME: RE-BID: JACKSON PARK TENNIS - PICKLEBALL COURTS |                                                                                          |      |       | Vinton Construction Company<br>P.O. Box 1987<br>Manitowoc, WI 54221-1987 |              | Property Solutions Contracting<br>LLC<br>7245 W. Concord Creek<br>Mequon, WI 53092 |              | Payne & Dolan, Inc.<br>N3 W23650 Badinger Road<br>Waukesha, WI 53187 |              |            |       |
|---------------------------------------------------------------|------------------------------------------------------------------------------------------|------|-------|--------------------------------------------------------------------------|--------------|------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------|--------------|------------|-------|
| PROJECT NO: CONTRACT A-23                                     |                                                                                          |      |       |                                                                          |              |                                                                                    |              |                                                                      |              |            |       |
| ITEM NO.                                                      | ITEM DESCRIPTION                                                                         | UNIT | QTY   | UNIT PRICE                                                               | TOTAL        | UNIT PRICE                                                                         | TOTAL        | UNIT PRICE                                                           | TOTAL        | UNIT PRICE | TOTAL |
| BASE BID:                                                     |                                                                                          |      |       |                                                                          |              |                                                                                    |              |                                                                      |              |            |       |
| 1                                                             | Common Excavation, with Asphalt and Concrete Pavement Removal, with Subgrade Preparation | CY   | 1,100 | \$49.55                                                                  | \$54,505.00  | \$20.40                                                                            | \$22,440.00  | \$42.00                                                              | \$46,200.00  |            |       |
| 2                                                             | Remove & Salvage Existing Fence                                                          | LF   | 675   | \$4.00                                                                   | \$2,700.00   | \$16.22                                                                            | \$10,948.50  | \$20.00                                                              | \$13,500.00  |            |       |
| 3                                                             | Remove & Salvage Existing Benches                                                        | Each | 4     | \$200.00                                                                 | \$800.00     | \$500.00                                                                           | \$2,000.00   | \$100.00                                                             | \$400.00     |            |       |
| 4                                                             | Remove & Salvage Existing Basketball Hoop Assembly                                       | Each | 2     | \$200.00                                                                 | \$400.00     | \$1,000.00                                                                         | \$2,000.00   | \$200.00                                                             | \$400.00     |            |       |
| 5                                                             | 8-inch Base Aggregate - at Sidewalks and Courts                                          | Tons | 1,600 | \$18.55                                                                  | \$29,680.00  | \$29.90                                                                            | \$47,840.00  | \$26.00                                                              | \$41,600.00  |            |       |
| 6                                                             | 3-inch HMA Pavement, 5 LT 58-28 S                                                        | Tons | 642   | \$148.05                                                                 | \$95,048.10  | \$165.50                                                                           | \$106,251.00 | \$220.00                                                             | \$141,240.00 |            |       |
| 7                                                             | 6-inch Concrete Bike Rack Pad                                                            | SF   | 96    | \$15.00                                                                  | \$1,440.00   | \$20.00                                                                            | \$1,920.00   | \$70.00                                                              | \$6,720.00   |            |       |
| 8                                                             | 10-ft. Vinyl Coated Fence                                                                | LF   | 767   | \$90.00                                                                  | \$69,030.00  | \$105.00                                                                           | \$80,535.00  | \$100.00                                                             | \$76,700.00  |            |       |
| 9                                                             | 4-ft. Vinyl Coated Fence                                                                 | LF   | 79    | \$46.50                                                                  | \$3,673.50   | \$80.00                                                                            | \$6,320.00   | \$78.00                                                              | \$6,162.00   |            |       |
| 10                                                            | 3-ft. Vinyl Coated Gate                                                                  | Each | 2     | \$925.00                                                                 | \$1,850.00   | \$3,375.25                                                                         | \$6,750.50   | \$4,000.00                                                           | \$8,000.00   |            |       |
| 11                                                            | Pickleball Net Posts/Ground Sleeves                                                      | Each | 8     | \$475.00                                                                 | \$3,800.00   | \$860.00                                                                           | \$6,880.00   | \$775.00                                                             | \$6,200.00   |            |       |
| 12                                                            | Pickleball Nets/Center Strap & Anchors                                                   | Each | 4     | \$450.00                                                                 | \$1,800.00   | \$722.20                                                                           | \$2,888.80   | \$650.00                                                             | \$2,600.00   |            |       |
| 13                                                            | Tennis Net Posts/Ground Sleeves                                                          | Each | 4     | \$475.00                                                                 | \$1,900.00   | \$957.38                                                                           | \$3,829.52   | \$850.00                                                             | \$3,400.00   |            |       |
| 14                                                            | Tennis Net/Center Strap & Anchors                                                        | Each | 2     | \$750.00                                                                 | \$1,500.00   | \$700.00                                                                           | \$1,400.00   | \$850.00                                                             | \$1,700.00   |            |       |
| 15                                                            | All Court and Asphalt Coatings with Linework, and Painting                               | LS   | 1     | \$112,000.00                                                             | \$112,000.00 | \$88,495.00                                                                        | \$88,495.00  | \$89,000.00                                                          | \$89,000.00  |            |       |
| 16                                                            | Concrete Net Footings                                                                    | Each | 12    | \$560.00                                                                 | \$6,720.00   | \$1,455.90                                                                         | \$17,470.80  | \$1,400.00                                                           | \$16,800.00  |            |       |
| 17                                                            | Silt Fence                                                                               | LF   | 730   | \$2.00                                                                   | \$1,460.00   | \$4.00                                                                             | \$2,920.00   | \$4.00                                                               | \$2,920.00   |            |       |
| 18                                                            | Lawn Restoration                                                                         | SY   | 325   | \$10.00                                                                  | \$3,250.00   | \$10.00                                                                            | \$3,250.00   | \$17.00                                                              | \$5,525.00   |            |       |
| 19                                                            | Bike Rack                                                                                | Each | 2     | \$700.00                                                                 | \$1,400.00   | \$2,000.00                                                                         | \$4,000.00   | \$2,000.00                                                           | \$4,000.00   |            |       |
| 20                                                            | Basketball Goal Assembly                                                                 | Each | 3     | \$3,300.00                                                               | \$9,900.00   | \$9,283.33                                                                         | \$27,850.00  | \$10,000.00                                                          | \$30,000.00  |            |       |
| 21                                                            | Saw Cut Curb Head                                                                        | LF   | 6     | \$50.00                                                                  | \$300.00     | \$30.00                                                                            | \$180.00     | \$150.00                                                             | \$900.00     |            |       |
| 22                                                            | Saw Cut Asphalt Pavement                                                                 | LF   | 10    | \$5.00                                                                   | \$50.00      | \$30.00                                                                            | \$300.00     | \$75.00                                                              | \$750.00     |            |       |
| TOTAL BASE BID PRICE                                          |                                                                                          |      |       |                                                                          | \$403,206.60 |                                                                                    | \$446,469.12 |                                                                      | \$504,717.00 |            |       |



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                     |      |     |                                                                          |               |                                                                                    |               |                                                                      |               |            |       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------|-----|--------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------|---------------|------------|-------|
| PROJECT NAME: RE-BID: JACKSON PARK TENNIS - PICKLEBALL COURTS                                                                                                                                                                                                                                                                                                                                                                                                     |                                     |      |     | Vinton Construction Company<br>P.O. Box 1987<br>Manitowoc, WI 54221-1987 |               | Property Solutions Contracting<br>LLC<br>7245 W. Concord Creek<br>Mequon, WI 53092 |               | Payne & Dolan, Inc.<br>N3 W23650 Badinger Road<br>Waukesha, WI 53187 |               |            |       |
| PROJECT NO: CONTRACT A-23                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |      |     |                                                                          |               |                                                                                    |               |                                                                      |               |            |       |
| ITEM NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ITEM DESCRIPTION                    | UNIT | QTY | UNIT PRICE                                                               | TOTAL         | UNIT PRICE                                                                         | TOTAL         | UNIT PRICE                                                           | TOTAL         | UNIT PRICE | TOTAL |
| ADDITIVE ALTERNATE BID ITEM(S):                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                     |      |     |                                                                          |               |                                                                                    |               |                                                                      |               |            |       |
| <div>Additive and/or Deductive Alternate Bid Items. The additive and/or deductive alternate bid items listed below are bid items that the Owner may select based on the cost-effective analysis after the bid opening and before the contract is awarded. The Contractor is required to complete this bid schedule and include it with the bid. The additive and/or deductive alternate bid items listed below will be used for determining the low bidder.</div> |                                     |      |     |                                                                          |               |                                                                                    |               |                                                                      |               |            |       |
| Additive Alternate Bid Item 1:                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |      |     |                                                                          |               |                                                                                    |               |                                                                      |               |            |       |
| ALT 1                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 6-ft. Vinyl Coated Fence, (ADD)     | LF   | 291 | \$53.00                                                                  | \$15,423.00   | \$59.29                                                                            | \$17,253.39   | \$52.00                                                              | \$15,132.00   |            |       |
| Deductive Alternate Bid Item 2:                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                     |      |     |                                                                          |               |                                                                                    |               |                                                                      |               |            |       |
| ALT 2                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 10-ft. Vinyl Coated Fence, (DEDUCT) | LF   | 291 | (\$71.00)                                                                | (\$20,661.00) | (\$66.10)                                                                          | (\$19,235.10) | (\$66.00)                                                            | (\$19,206.00) |            |       |
| Additive Alternate Bid Item 3:                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |      |     |                                                                          |               |                                                                                    |               |                                                                      |               |            |       |
| ALT 3                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Benches, (ADD)                      | Each | 8   | \$2,250.00                                                               | \$18,000.00   | \$2,200.00                                                                         | \$17,600.00   | \$3,800.00                                                           | \$30,400.00   |            |       |

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SCALE:  
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|                |              |
|----------------|--------------|
| JOB NO.        | 05789-0015   |
| BOOK NO.       |              |
| DRAWN BY       | BJG          |
| CHECKED BY     | RDD          |
| DATE           | May 11, 2022 |
| REVISIONS      |              |
| REFERENCE FILE |              |
| DRAWING FILE   |              |

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FAX 920-481-9020

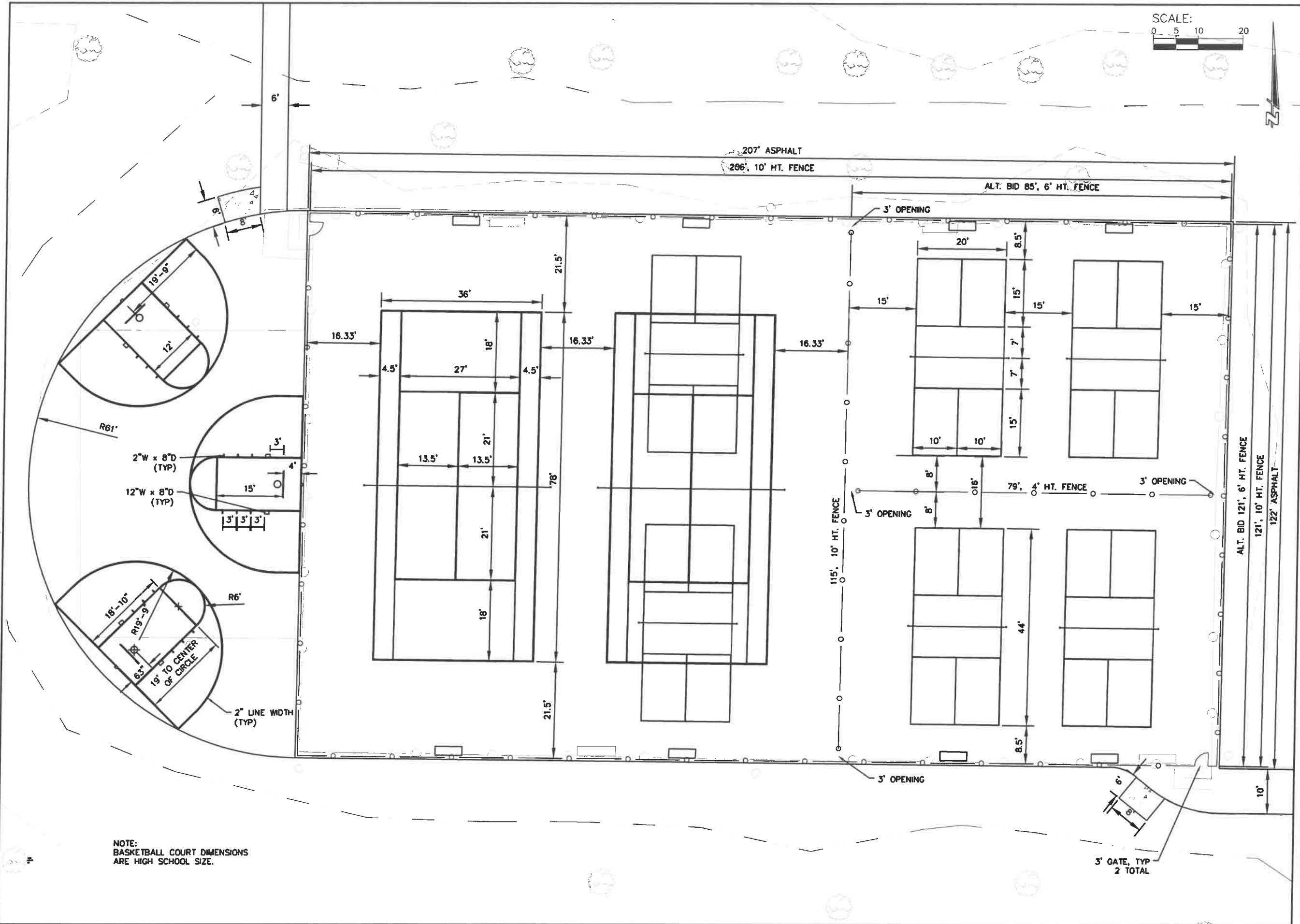
504 Wilson Ave.  
Green Bay, WI 54301  
715-235-3001  
FAX 715-235-2727

VILLAGE OF JACKSON  
JACKSON PARK TENNIS-PICKLEBALL COURTS  
WASHINGTON COUNTY, WISCONSIN  
SITE PLAN

SHEET NO.  
5 of 9

BM#3  
TOP OPERATING NUT  
EL: 885.18

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NOTE:  
BASKETBALL COURT DIMENSIONS  
ARE HIGH SCHOOL SIZE.

SCALE:  
0 5 10 20



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| JOB NO.<br>05789-0015 |
| BOOK NO.              |
| DRAWN BY<br>BJG       |
| CHECKED BY<br>RDD     |
| DATE<br>May 11, 2022  |
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VILLAGE OF JACKSON  
JACKSON PARK TENNIS-PICKLEBALL COURTS  
WASHINGTON COUNTY, WISCONSIN  
GEOMETRY PLAN

SHEET NO.  
6 OF 9

**GRADING NOTES:**

- \* THE CONTRACTOR SHALL VERIFY ALL EXIST. CONDITIONS.
- \* THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING LOCATIONS OF EXIST. UTILITIES.
- \* RESTORE ALL DISTURBED AREAS NOT COVERED BY HARD SURFACES W/ 5" OF TOPSOIL, SEED, MULCH & FERTILIZER.

**EROSION CONTROL NOTES:**

- \* THE CONTRACTOR SHALL INSTALL APPROPRIATE EROSION CONTROL MEASURES AS THE FIRST CONSTRUCTION ACTIVITY.
- \* SEED, MULCH & FERTILIZE ALL DISTURBED AREAS WITH 5" OF TOPSOIL.
- \* ADJUST OR ADD SILT FENCE AS NEEDED TO PREVENT SEDIMENT FROM LEAVING THE CONSTRUCTION SITE.
- \* INSTALL SILT FENCE AS NEEDED AROUND ANY TEMPORARY SOIL STORAGE PILES.
- \* ALL DISTURBED AREAS LEFT FOR MORE THAN 14 DAYS SHALL BE STABILIZE W/ SEED & MULCH TO PREVENT EROSION.
- \* THE CONTRACTOR SHALL FOLLOW ALL PRACTICES AS DEFINED IN THE WI DNR TECHNICAL STANDARDS FOR CONSTRUCTION SITE EROSION & SEDIMENT CONTROL.

SCALE:  
0 10 20 40



|                |
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| JOB NO.        |
| 05789-0015     |
| BOOK NO.       |
| DRAWN BY       |
| BJG            |
| CHECKED BY     |
| RDD            |
| DATE           |
| May 11, 2022   |
| REVISIONS      |
|                |
| REFERENCE FILE |
| DRAWING FILE   |

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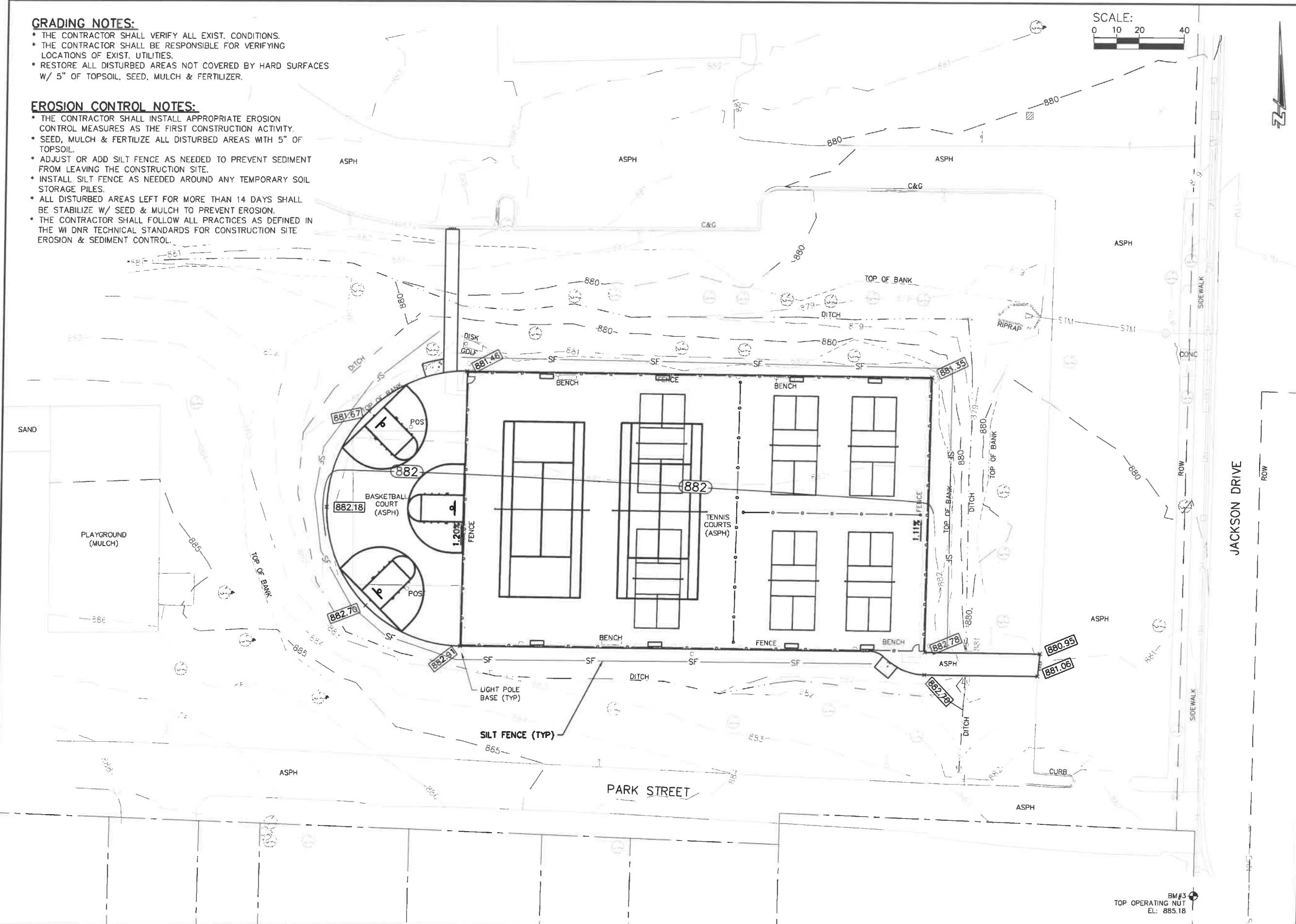
1935 Sullivan Street  
Green Bay, WI 54301  
920-457-9081  
FAX 920-457-9081

1935 Sullivan Street  
Green Bay, WI 54301  
920-457-9081  
FAX 920-457-9081

VILLAGE OF JACKSON  
JACKSON PARK TENNIS-PICKLEBALL COURTS  
WASHINGTON COUNTY, WISCONSIN  
GRADING AND EROSION CONTROL PLAN

SHEET NO.  
7 of 9

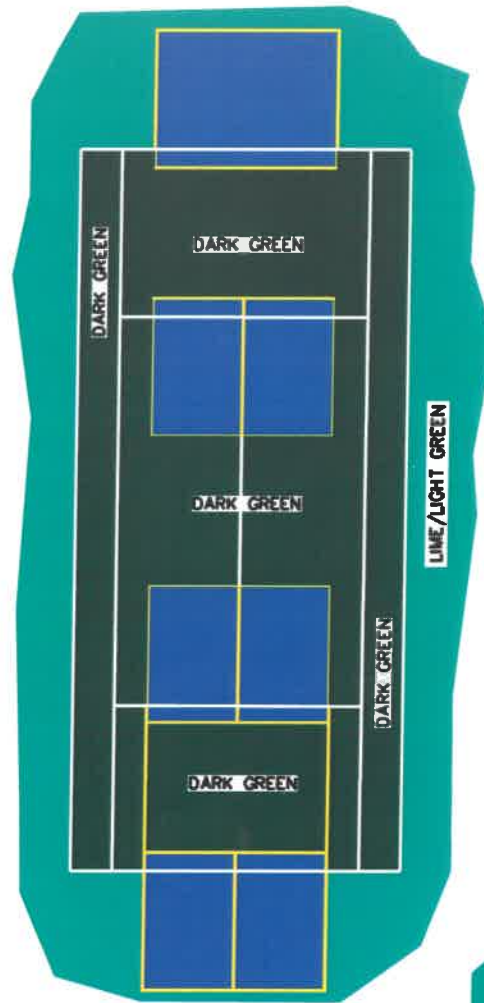
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BM#3  
TOP OPERATING NUT  
EL: 885.18



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### TENNIS COURT COLORS

NOTE: ALL LINES, 2" WIDE, WHITE. AREAS OUTSIDE OF COURTS, LIME/LIGHT GREEN, VERIFY EXACT COLOR WITH VILLAGE.



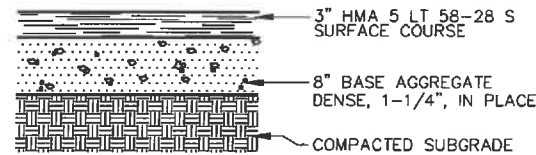
### PICKLEBALL COURT COLORS

NOTE: ALL LINES, 2" WIDE, YELLOW. AREAS OUTSIDE OF COURTS, LIME/LIGHT GREEN, VERIFY EXACT COLOR WITH VILLAGE.



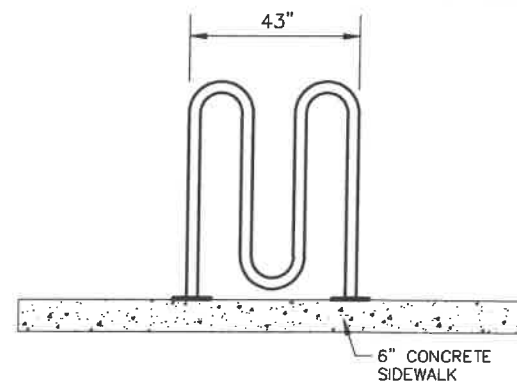
### BASKETBALL COURT COLORS

NOTE: ALL LINES, 2" WIDE, WHITE. AREAS OUTSIDE OF COURTS, LIME/LIGHT GREEN, VERIFY EXACT COLOR WITH VILLAGE.



### ASPHALT TYPICAL SECTION

NOTE: ASPHALT, BASE COURSE & COMPACTION SHALL BE SUPPLIED & INSTALLED AS PER W DOT STANDARD SPEC. FOR HWY & STRUCTURE CONSTRUCTION, LATEST ED.

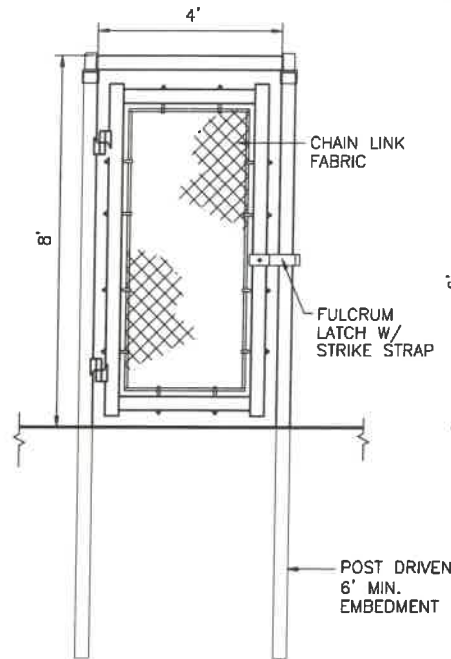


### 3 LOOP WAVE BIKE RACK DETAIL

NO SCALE

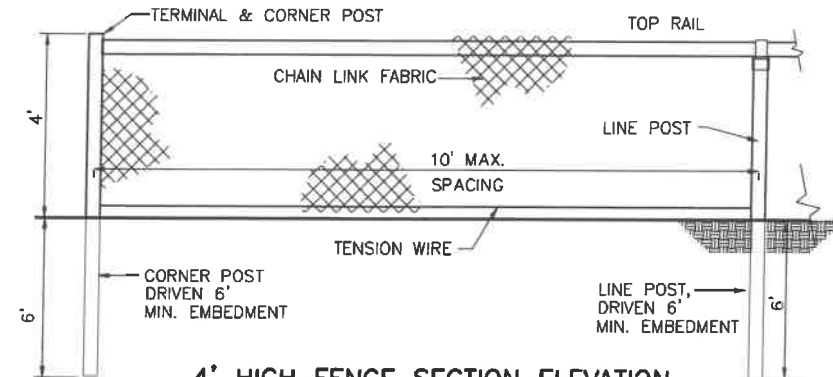
#### NOTES:

- \* 3 LOOP WAVE RACK BY ULINE MODEL NO. H-2543BL OR APPROVED EQUAL.
- \* FINISH SHALL BE BLACK POWDER COATING.



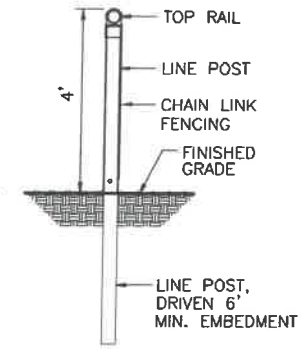
### 3' GATE ELEVATION

NO SCALE



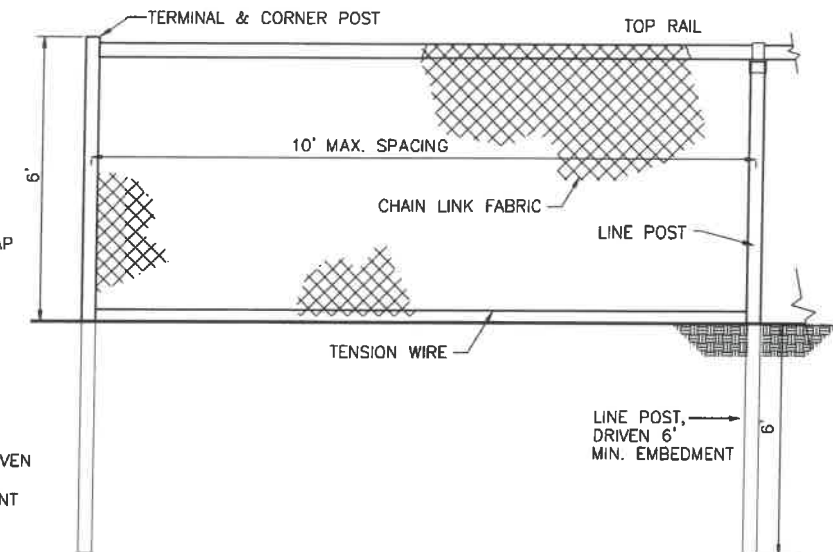
### 4' HIGH FENCE SECTION ELEVATION

NO SCALE



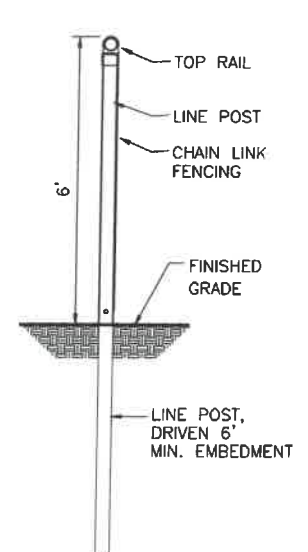
### LINE POST DETAIL

NO SCALE



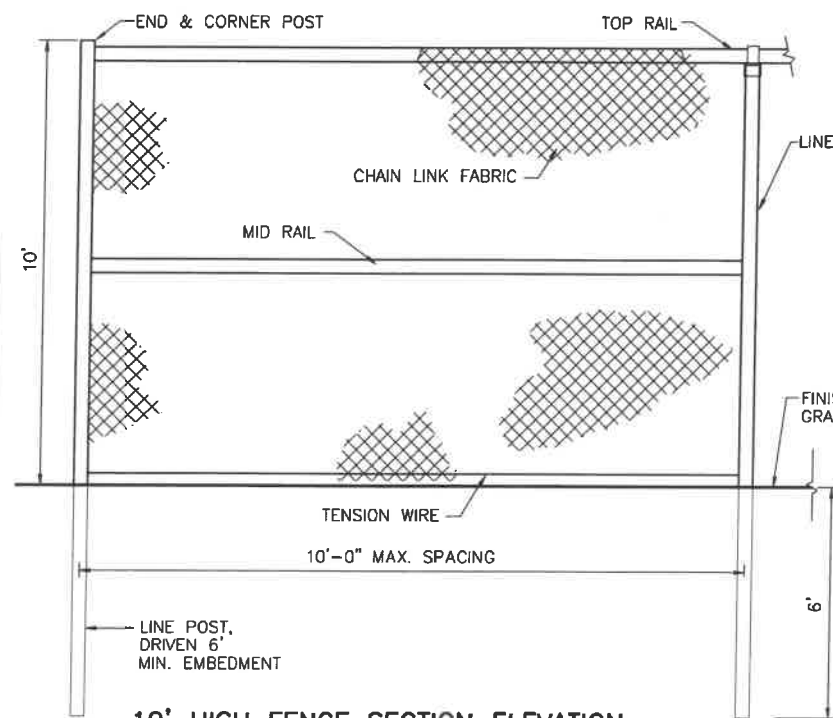
### ALT. BID 6' HIGH FENCE SECTION ELEVATION

NO SCALE



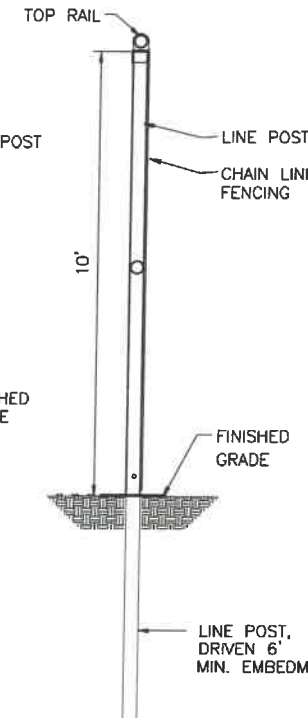
### LINE POST DETAIL

NO SCALE



### 10' HIGH FENCE SECTION ELEVATION

NO SCALE



### LINE POST DETAIL

NO SCALE

|                |              |
|----------------|--------------|
| JOB NO.        | 05789-0015   |
| BOOK NO.       |              |
| DRAWN BY       | BJG          |
| CHECKED BY     | RDD          |
| DATE           | May 11, 2022 |
| REVISIONS      |              |
| REFERENCE FILE |              |
| DRAWING FILE   |              |

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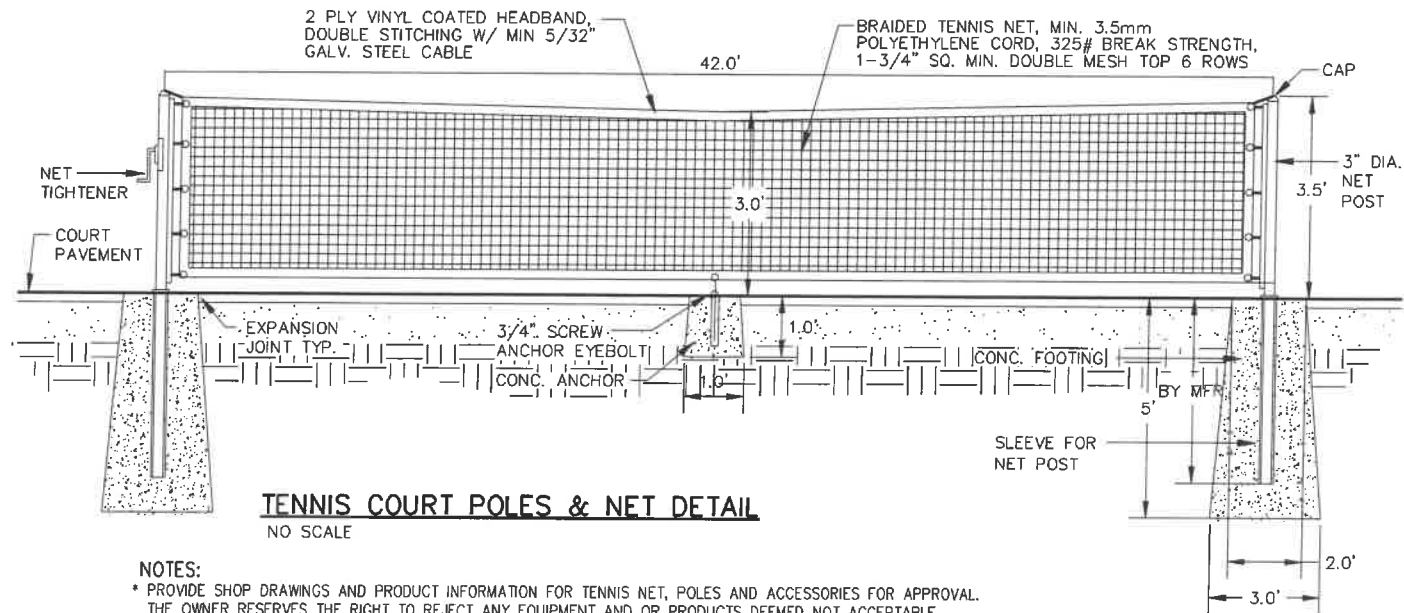
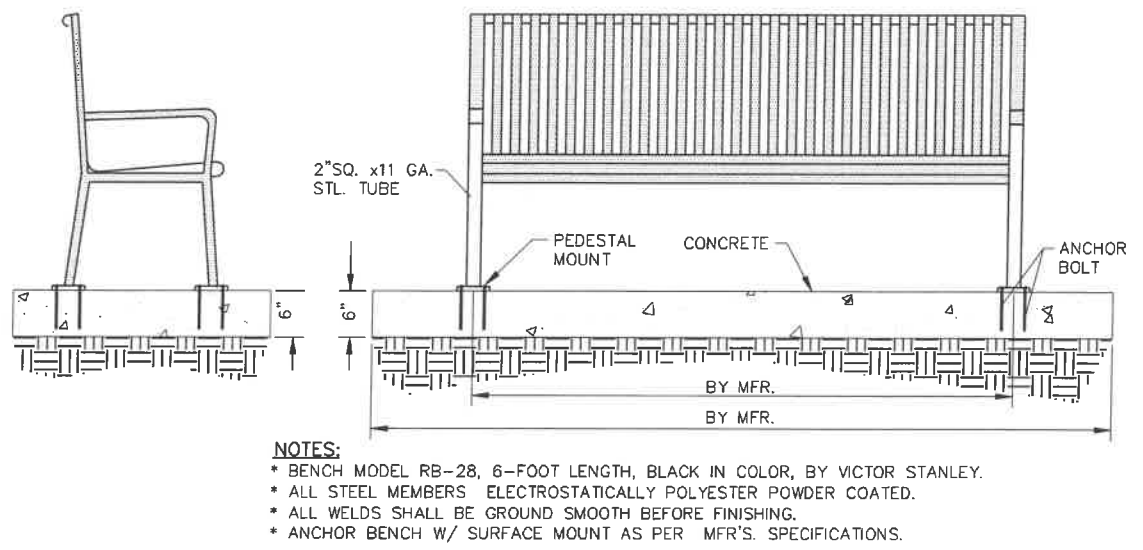
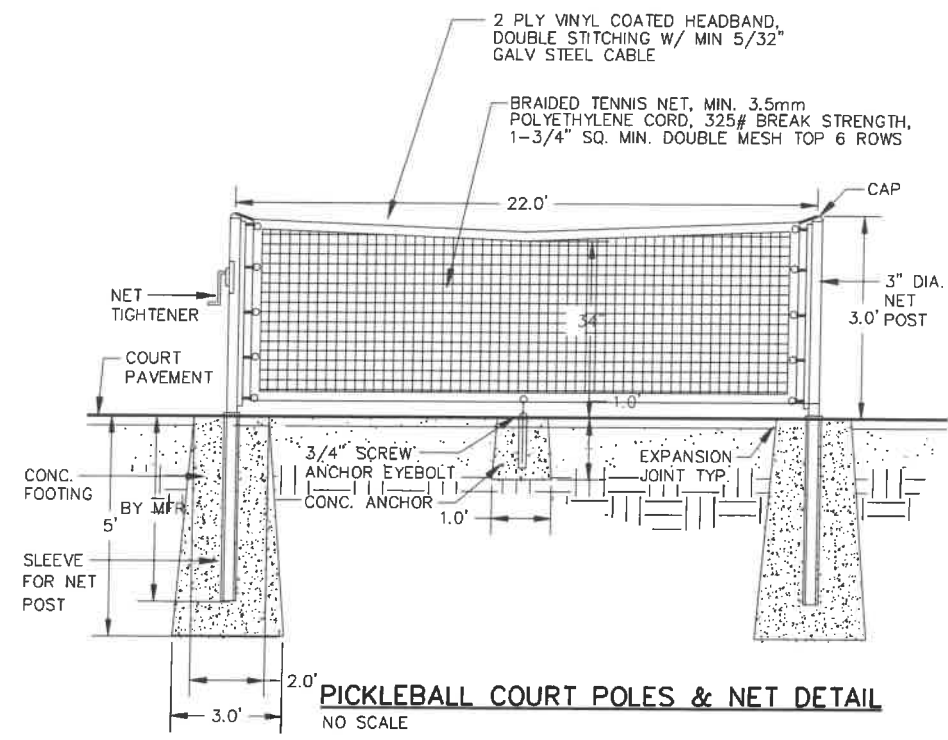
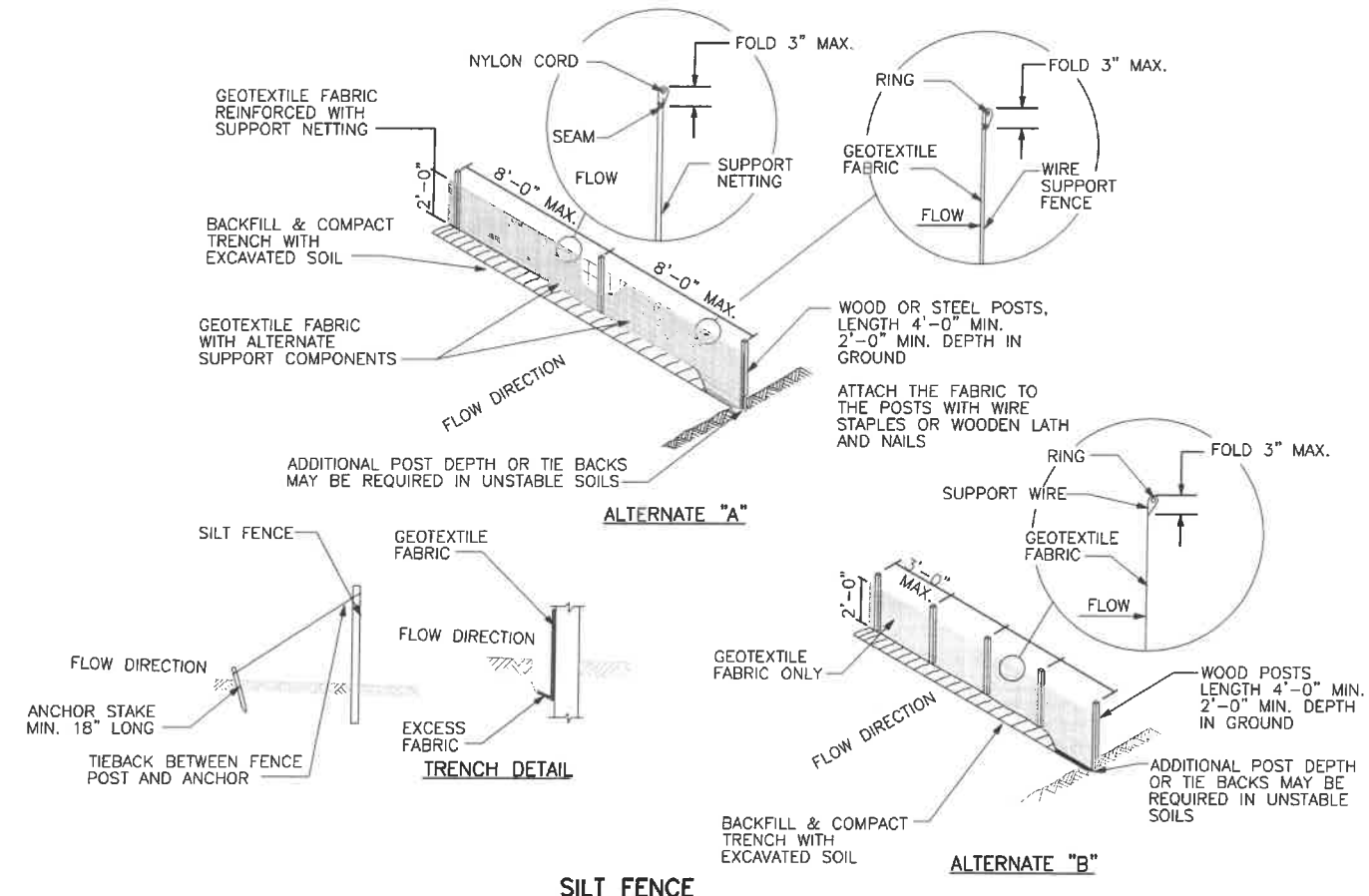
1895 Belvidere Street  
Green Bay, WI 54311  
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Fax: 920-491-9020

604 Mason Ave.  
Menomonee, WI 54751  
Tel: 920-491-9020  
Fax: 920-491-9020

VILLAGE OF JACKSON  
JACKSON PARK TENNIS-PICKLEBALL COURTS  
WASHINGTON COUNTY, WI  
STANDARD DETAILS

|           |        |
|-----------|--------|
| SHEET NO. | 8 OF 9 |
|-----------|--------|

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|                |              |
|----------------|--------------|
| JOB NO.        | 05789-0015   |
| BOOK NO.       |              |
| DRAWN BY       | BJG          |
| CHECKED BY     | RDD          |
| DATE           | May 11, 2022 |
| REVISIONS      |              |
| REFERENCE FILE |              |
| DRAWING FILE   |              |

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Fax: 608-248-3608

604 Wilson Ave.  
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Fax: 715-252-2727

VILLAGE OF JACKSON  
JACKSON PARK TENNIS-PICKLEBALL COURTS  
WASHINGTON COUNTY, WI  
STANDARD DETAILS



# Memo

**To:** Jen Keller, Village Administrator  
**From:** Brian W. Kober, P. E., Director of Public Works   
**Subject:** STH 60 (Main St) – Streetlighting Replacement Project  
**Date:** February 10, 2023  
**CC:** Budget and Finance Committee; Village Board

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

KL Engineering has been hired to help in the design and selection of the new streetlights. Currently, there are 68 poles with 33 flags, and 35 banners. The plan is to reduce the number of poles to 36, which will create a cost savings for the Village. The Village pays for the streetlights (pole rental charge and electric) for a monthly cost of approximately \$18.03 per pole. The 68 poles cost the Village \$1,226.04 per month or \$14,712.48 a year. By replacing the poles with village-owned fixtures, there will no longer be a rental fee and the monthly electric bills are expected to lessen as there will be fewer, more energy efficient lights, thus reducing operational budget costs and visually enhancing the lighting scheme of Jackson's Main Street.

This project is funded through the approved 2023 Capital Projects budget which has \$500,000 earmarked for the project. Staff have narrowed the vendor selection down to two companies and are waiting on final cost/quote of poles and fixtures to make the final recommendation. Staff anticipate forthcoming pricing will be available to the committee prior to the meeting. Once the pole and fixture vendor is selected, the installation portion of the project will be bid for construction.

There are other items (pole locations, electric services, We-Energies approval, WisDOT approval, etc.) that need to be worked out for the project, although, we would like to pause to make sure the Village is aware of the project and the project is heading in the right direction.

If you have any questions, please let me know.

Brian W. Kober, P.E.

### Non-Standard Lighting Record - WI

|                                                    |                                         |       |    |     |       |
|----------------------------------------------------|-----------------------------------------|-------|----|-----|-------|
| Billing Name                                       | VILLAGE OF JACKSON                      |       |    |     |       |
| Billing Address                                    | PO Box 637                              |       |    |     |       |
| C/T/V                                              | JACKSON                                 | State | WI | Zip | 53037 |
| Service Address, if different than Billing Address |                                         |       |    |     |       |
| Name                                               | SPRUCE ST & STH 60 RELOCATION           |       |    |     |       |
| Address                                            | INTERSECTION OF RIDGEWAY DR & E MAIN ST |       |    |     |       |
| C/T/V                                              | JACKSON                                 | State | WI | Zip | 53037 |

|                      |                              |             |
|----------------------|------------------------------|-------------|
|                      | Install                      | Remove      |
| Premise              |                              | 402-076-290 |
| Account              |                              |             |
| New Account?         | <input type="checkbox"/> Yes |             |
| Customer Type        | Governmental (MS4 / LE6)     |             |
| Work Request         | 4433540                      |             |
| Related Work Request |                              |             |
| Page # / of #        | 1 OF 1                       |             |

[illegible]

\* Monthly total subject to future rate changes approved by Public Service Commission

Comments:

Authorization:

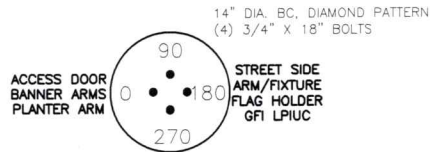
Property Owner / Authorized Representative Signature

Date \_\_\_\_\_

LIGHTING ITEMS SUMMARY

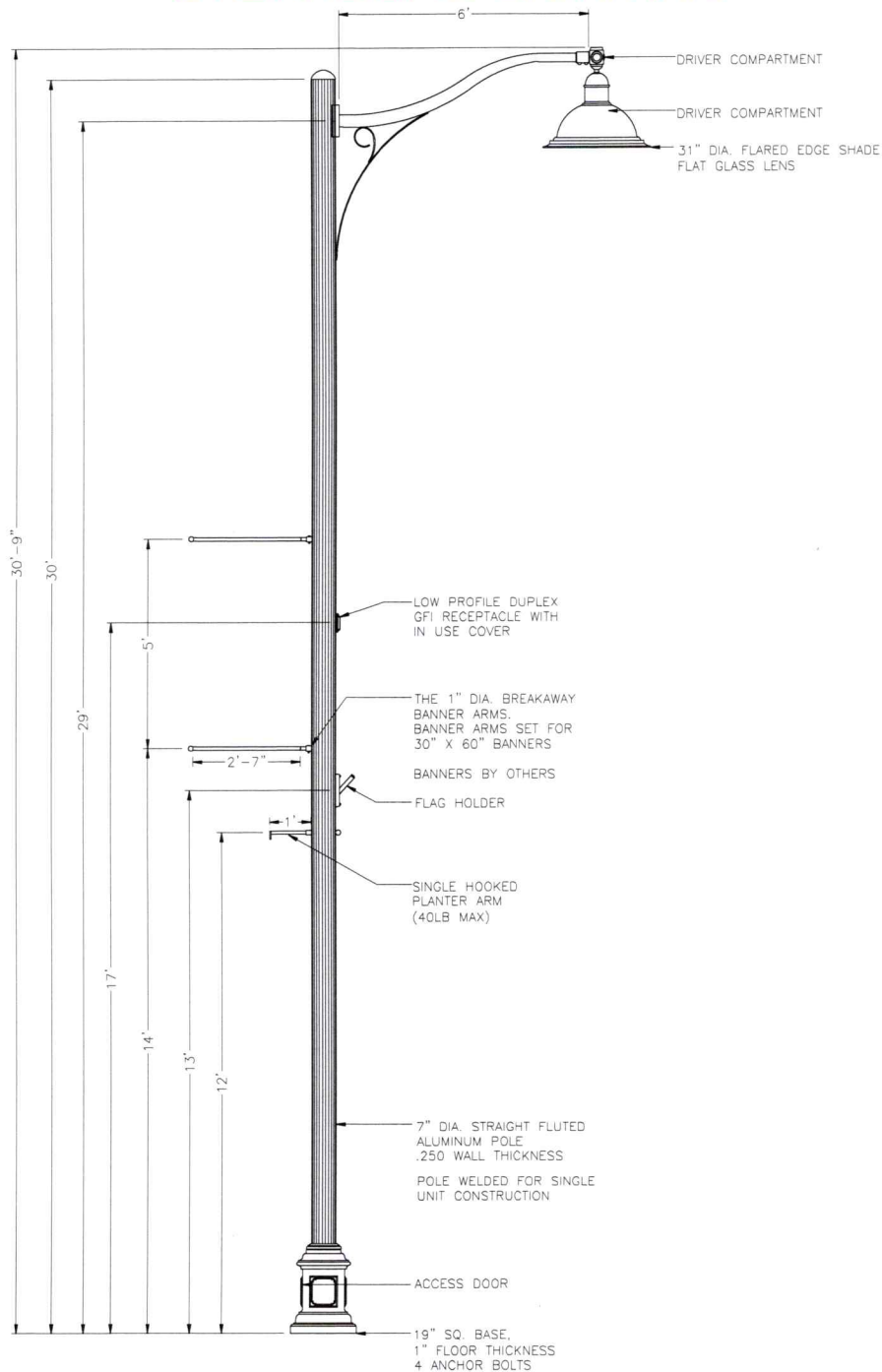
PROJECT ID #: XXXX  
STH 60 (MAIN ST)  
VILLAGE OF JACKSON  
2/9/2023

| BASE OPTION                     | QUANTITY | UNIT | Miazgar                                                                                                                  |            | Visual Impact         |             | Enterprise Lighting   |             | Acuity                |             |
|---------------------------------|----------|------|--------------------------------------------------------------------------------------------------------------------------|------------|-----------------------|-------------|-----------------------|-------------|-----------------------|-------------|
|                                 |          |      | Description                                                                                                              | Unit Cost  | Description           | Unit Cost   | Description           | Unit Cost   | Description           | Unit Cost   |
| DECORATIVE CLAMSHELL BASE COVER | 40       | EACH |                                                                                                                          | \$1,867.00 |                       | \$1,400.00  |                       | \$1,867.47  | Columba               | \$2,000.00  |
|                                 |          |      |                                                                                                                          |            |                       |             |                       |             | Site Link             | \$1,710.00  |
| ARM OPTIONS                     |          |      |                                                                                                                          |            |                       |             |                       |             |                       |             |
| DECORATIVE SCROLL               | 40       | EACH |                                                                                                                          | \$1,134.00 |                       | \$850.00    |                       |             |                       |             |
| DECORATIVE SCROLL WITH FINIALS  | 40       | EACH |                                                                                                                          | \$1,534.00 |                       | \$1,600.00  |                       | \$856.25    | BHC 72IN 1A-TN CDX    | \$1,000.00  |
| ORNATE FINIALS                  | 40       | EACH |                                                                                                                          | \$1,734.00 |                       | \$1,600.00  |                       |             | Site Link             | \$960.00    |
| LUMINAIRE OPTIONS               |          |      |                                                                                                                          |            |                       |             |                       |             |                       |             |
| PENDANT                         | 40       | EACH | 1914 Libertyville                                                                                                        | \$2,800.00 | K804 Coronet Sr.      | \$2,150.00  | LCLS                  | \$1,828.24  | Esplanade             | \$1,575.00  |
| PENDANT WITH SKIRT              | 40       | EACH | 1914 Libertyville                                                                                                        | \$2,800.00 | K807 Doral Sr.        | \$2,150.00  | CD-8046               | \$2,045.88  | Esplanade w/Skirt     | \$1,750.00  |
| CUT-OFF PENDANT                 | 40       | EACH | 1940 Glenview                                                                                                            | \$2,134.00 | K805 Chicago Sr.      | \$2,150.00  | DSS                   |             | Cyclone Park Avenue   | \$1,700.00  |
| MODERN PENDANT                  | 40       | EACH | 1531 Omega                                                                                                               | \$2,200.00 | K809 Wishire          | \$2,050.00  |                       |             | Cyclone New Era       | \$1,950.00  |
| POLE OPTION                     |          |      |                                                                                                                          |            |                       |             |                       |             |                       |             |
| 30" FLUTED                      | 40       | EACH | Two-Piece                                                                                                                | \$4,667.00 | Steel Pole            | \$4,400.00  |                       | \$6,764.71  | AORTFA                | \$10,600.00 |
|                                 |          |      | One-Piece Pole & Base                                                                                                    | \$3,203.00 | Concrete Pole         | \$4,700.00  |                       |             | Site Link             | \$8,567.00  |
| ACCESSORIES                     |          |      |                                                                                                                          |            |                       |             |                       |             |                       |             |
| GFI RECEPTACLES                 | 40       | EACH |                                                                                                                          | \$400.00   |                       | \$400.00    |                       | \$107.50    |                       | \$120.00    |
| FLOWER BASKET BRACKETS          | 40       | EACH |                                                                                                                          |            |                       | \$275.00    |                       | \$81.25     | Site Link             | \$149.40    |
|                                 |          |      | Approximate Unit Cost                                                                                                    | \$7,337.00 | Approximate Unit Cost | \$10,425.00 | Approximate Unit Cost | \$11,723.06 | Approximate Unit Cost | \$11,302.40 |
| LEAD TIME                       |          |      | 8-12 weeks                                                                                                               |            |                       |             | TBD                   |             |                       |             |
| NOTES:                          |          |      | Additional 2-4 weeks would be required to furnish custom plates welded to the pole to re-use banner arms and flag holder |            |                       |             |                       |             |                       |             |



# MLAZGAR

## STERNBERG LIGHTING



| REV | REVISIONS | DATE   | RVSD | MAIN ST                                                       | AF                                         |
|-----|-----------|--------|------|---------------------------------------------------------------|--------------------------------------------|
| A   | ORIGINAL  | 2/8/23 |      | VILLAGE OF JACKSON, WI                                        | SCALE                                      |
|     |           |        |      | 1A-1531LED-F-40L40T5-MDL016-FG-HSHN/CAS6/8230FP7-.250-RCC-GFI |                                            |
|     |           |        |      | LPIUC-FH-BDBA6-31-SPA/BKT                                     |                                            |
|     |           |        |      |                                                               | POLE HEIGHTS HAVE A TOLERANCE OF + OR - 2" |
|     |           |        |      | SternbergLighting                                             | DRAWING NUMBER                             |
|     |           |        |      | ESTABLISHED 1923 / EMPLOYEE                                   | SC44369                                    |

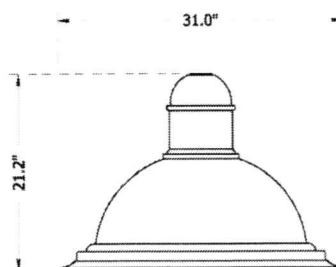


# MLAZGAR

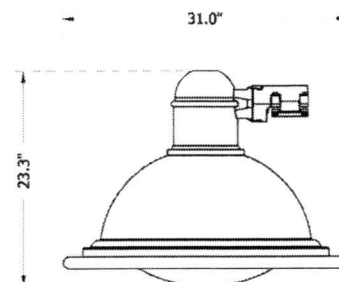
## STERNBERG LIGHTING

Project Name \_\_\_\_\_ Qty \_\_\_\_\_

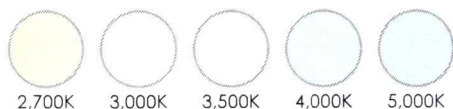
Type \_\_\_\_\_ Catalog / Part Number \_\_\_\_\_



1531LED-F-FG



1531LED SM-R-SG

**CCT - Color Temperature (K)****7 Year Warranty****IP Rating****Certifications****Description**

The 1531 LED Omega™ is a decorative and energy efficient downlight fixtures with a spun aluminum bell styled dome. The luminaire has a gasketed hinged door for tool-less driver and LED access. Offered in a variety of mounting configurations, wattages, CCT's and distribution types makes this product the premier option for any Urban, Roadway or Area-Light application.

EPA: 1.16 (#²)

WEIGHT: 50 LBS

**Features****Mounting Configuration**

|                                   |                                |
|-----------------------------------|--------------------------------|
| <b>1W:</b> Wall Mount             | <b>1A:</b> 1 Arm Mount         |
| <b>2A:</b> 2 Arm Mount @ 180°     | <b>2A90:</b> 2 Arm Mount @ 90° |
| <b>3A:</b> 3 Arms @ 120°          | <b>3A90:</b> 3 Arms @ 90°      |
| <b>4A:</b> 4 Arms @ 90°           | <b>1AM:</b> 1 Arm Mid-Mount    |
| <b>2AM:</b> 2 Arm Mid-Mount @ 180 | <b>SH44:</b> SH44 Stem Hung    |
| <b>CH44:</b> Chain Hung           | <b>CAT:</b> CAT Catenary       |

**Optional Control Receptacle**

R7: 7-Pin control receptacle only

**Optional Control**

**PE:** Twist-Lock Photocontrol (120V-277V)  
**PE4:** Twist-Lock Photocontrol (347V-480V)  
**SC:** Shorting Cap  
**PEC:** Electronic Button Photocontrol (120V-277V)  
**PEC4:** Electronic Button Photocontrol (480V)

**Optional Fuse**

FHD: Double Fuse and Holder

**Optional Hangstraight**

**HS:** Standard Horizontal Hangstraight, Spike Finial  
**HSN:** Standard Horizontal Hangstraight, No Finial  
**HSB:** Standard Horizontal Hangstraight, Ball Finial  
**HSCB:** Clamp Style Horizontal Hangstraight, Ball Finial  
**HSCS:** Clamp Style Horizontal Hangstraight, Spike Finial  
**HSCN:** Clamp Style Horizontal Hangstraight, No Finial  
**EZ:** Vertical Hangstraight, Large, "EZ" Mount

A circular diagram representing a manhole cover. The circle is divided into four quadrants by a vertical line and a horizontal line. The top-left quadrant is shaded and labeled 'TOP VIEW'. The top-right quadrant is unshaded and labeled 'VIEW'. The bottom-left quadrant is unshaded and labeled 'VIEW'. The bottom-right quadrant is shaded and labeled 'TOP VIEW'. The vertical line is labeled 'STREET SIDE' on the left and 'HAND HOLE' on the right. The horizontal line is labeled '90°' at the top, '0°' at the right, '270°' at the bottom, and '180°' at the left.

6'-0"

30"

3"

30"

32"

12"

30'-0"

24"

24"

12"

12"

12'-0"

42" NOM.

24 1/2"

13" DIA. BOLT CIRCLE

HAND HOLE

STAINLESS STEEL THRU BOLT AND HEX HEAD SCREWS PROVIDED TO SECURE FIXTURE TO ARM

2 1/2" I.P.S. (2 7/8" O.D.) SCH. 40 ALUM. PIPE

1 1/2" WIDE X 5/8" THICK SCROLL PROVIDED

(2) 3/8" - 16 BOLT PROVIDED

FIELD ROTATABLE BANNER ARMS

18"

G.F.I. REC. WITH IN USE WEATHERPROOF COVER 180° FROM HAND HOLE

1 3/8" I.D.

FIELD ROTATABLE FLAG HOLDER

12"

12"

FIXED BASKET HOLDER WITH 3/8-16x1 1/4" SS BANNER EYE BOLT

Would like to go with the DSS Luminaire

IONS:

ULE, LOW COPPER A356 ALLOY USING. TOP AND BOTTOM ARE PARATE DRIVER AND LED

A FOR 111 TOTAL INPUT WATTS. CT FOR THE ENTIRE MODULE. CORE PCB PANEL LOCATED ON A CH Emitter IS ENCLOSED BY AN REFRACTOR. ALL REFRACTORS ALL PANELS IN A LUMINAIRE ED REFRACTORS PRODUCE SPECIFY LIGHT DISTRIBUTION. AND FIELD ROTATABLE IN 90°

H A POWER FACTOR OF >.90 AND E OF -40°F. DRIVER(S) IS/ARE UL TED DIRECTLY AGAINST THE HERMAL TRANSFER. HELD DOWN TE EASY REMOVAL. IN-LINE NG BETWEEN THE DRIVER AND AN INPUT OF 120-277V, 50/60HZ. LIFE OPEN CIRCUIT PROTECTION

NT, EXTRUDED ALUMINUM

EEL SHAFT (7 GAUGE). MINIMUM LE IS PROVIDED WITH COVER AT

ALITY HOT ROLLED STEEL BASE ALLY WELDED TO SHAFT.

ON RESISTANT, DURABLE CAST M .225 WALL THICKNESS. BASE PED BOTTOM SECTION AND A WITH HAND HOLE AND COVER. AMPER RESISTANT HARDWARE. SECURE DECORATIVE BASE TO

PLIED WITH TWO NUTS AND TWO

= 1'-0"

SCALE: 1/2" = 1'-0"

|                                                                                      |  |                            |       |       |
|--------------------------------------------------------------------------------------|--|----------------------------|-------|-------|
|  |  | PART NO.                   |       |       |
|                                                                                      |  | DR'N                       | CHK'D | MAT'L |
|                                                                                      |  | DATE<br>12/20/22           | SCALE | SHEET |
| TOLERANCE<br>UNLESS NOTED                                                            |  | DESCRIPTION<br><br>CS-8046 |       |       |
| 660 WEST AVENUE O. PALMDALE, CA.93551 Ph. (661) 233-2000 - Fax (661) 233-2001        |  |                            |       |       |



# SOLID STATE AREA LIGHTING DSS SERIES-PLED

## FEATURES

### Luminaire

Upper housing is heavy gauge cast aluminum (min. .125" wall; alloy >0.2% Cu for DSS30) or spun aluminum with reveal (.125" min. wall for DSS20). Lower housing is 0.080" thick spun aluminum with integrated LED module seat. Lower housing is vented at top and bottom for convective cooling of LED module. Top Driver chamber is barriered from LED Module chamber. Trulevel ball coupling mount is welded to housing and facilitates quick leveling and installation.

### PLED™ Optics

Emitters (LED's) are arrayed on a metal core PCB panel with each emitter located on a copper thermal transfer pad and enclosed by an LED refractor. LED optics completely seal each individual emitter to meet an IP66 rating. In asymmetric distributions, a micro-reflector inside the refractor re-directs the house side emitter output towards the street side and functions as a house side shielding element. Refractors are injection molded H12 acrylic. Each LED refractor is sealed to the PCB over an emitter and all refractors are retained by an aluminum frame. Any one Panel, or group of Panels in a luminaire, have the same optical pattern. LED refractors produce standard site/area distributions. Panels are field replaceable and field rotatable in 90° increments.

### LED Emitters

High output LED's are utilized with drive currents ranging from 350mA to 875mA. 70CRI Minimum. LED's are available in standard Neutral White (4000K), or optional Cool White (5000K) or Warm White (3000K). Consult Factory for other LED options.

### LED Driver

Constant current electronic with a power factor of >.90 and a minimum operating temperature of -40°F/-40°C. Driver(s) is/are UL and cUL recognized. In-line terminal blocks facilitate wiring between the driver and optical arrays. Drivers accept an input of 120-277V, 50/60Hz or 347V-480V, 50,60Hz. (0 - 10V dimmable driver is standard. Driver has a minimum of 3KV internal surge protection. Luminaire supplied with 20KV surge protector for field installation.)

### Amber LED's

PCA (Phosphor Converted Amber) LED's utilize phosphors to create color output similar to LPS lamps and have a slight output in the blue spectral bandwidth. TRA (True Amber) LED's utilize material that emits light in the amber spectral bandwidth only without the use of phosphors.

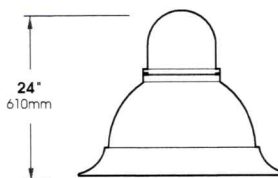
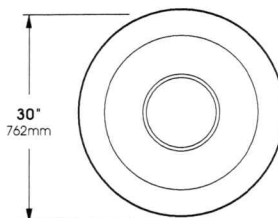
### Finish

Polyester powder coat incorporates four step iron phosphate process to pretreat metal surface for maximum adhesion. Top coat is baked at 400°F for maximum hardness and exterior durability.

# ENTERPRISE

PROJECT NAME:

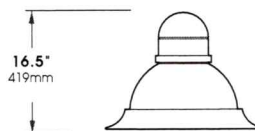
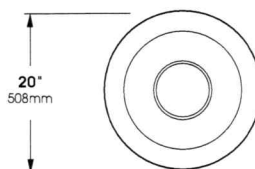
FIXTURE TYPE: **SUN VALLEY LIGHTING**



**DSS30**

(Formerly DSS1)

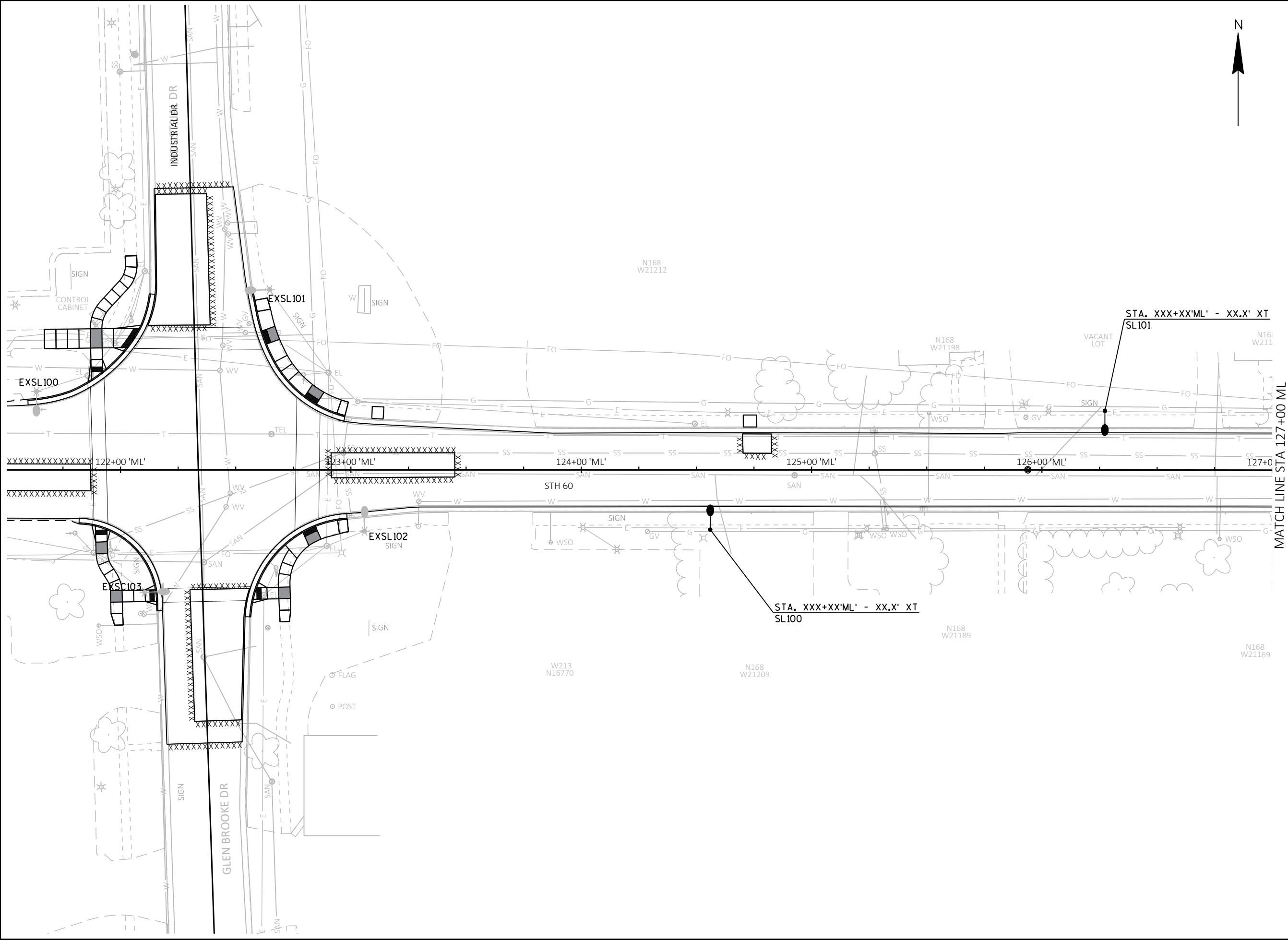
Patent pending



**DSS20**

(Formerly DSS2)

Patent pending



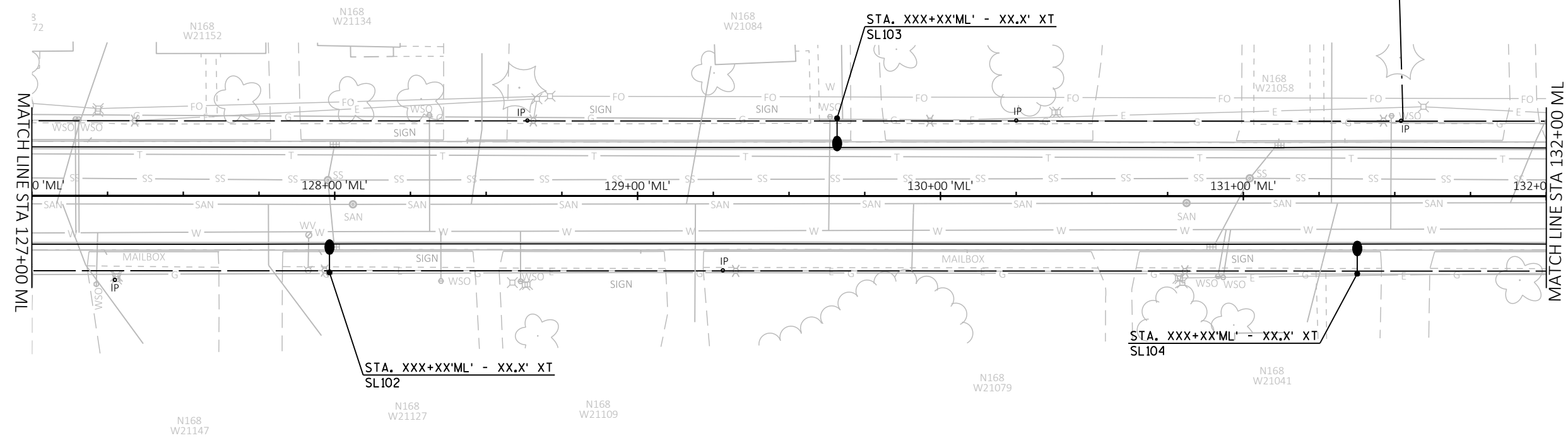


**KL Engineering**  
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Phone: (800)-810-4012  
<http://klengineering.com>  
[email@klengineering.com](mailto:email@klengineering.com)

GREMMER & ASSOCIATES

LIGHTING PLANS

|              |            |
|--------------|------------|
| Project No:  | XXXXXXXX   |
| Date:        | 02/01/2023 |
| Designed By: | ACL        |
| Drafted By:  | IDA        |
| Checked By:  | JAJ        |
| Revisions:   | XX-XX-XXXX |
| SHEET NO.    |            |
| X OF X       |            |



## Engineering

**[A] Better Experience**  
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Suite 200

Madison, WI. 53719  
Phone: (608) 663-1218  
Phone: (800)-810-4012  
<http://klengineering.com>  
[email@klengineering.com](mailto:email@klengineering.com)

GREMMER &amp; ASSOCIATES

# LIGHTING PLANS

Project No: XXXXXX-XX  
Date: 02-01-2023  
Designed By: ACL  
Drafted By: IDA  
Checked By: JAJ

Revisions: XX-XX-XXXX

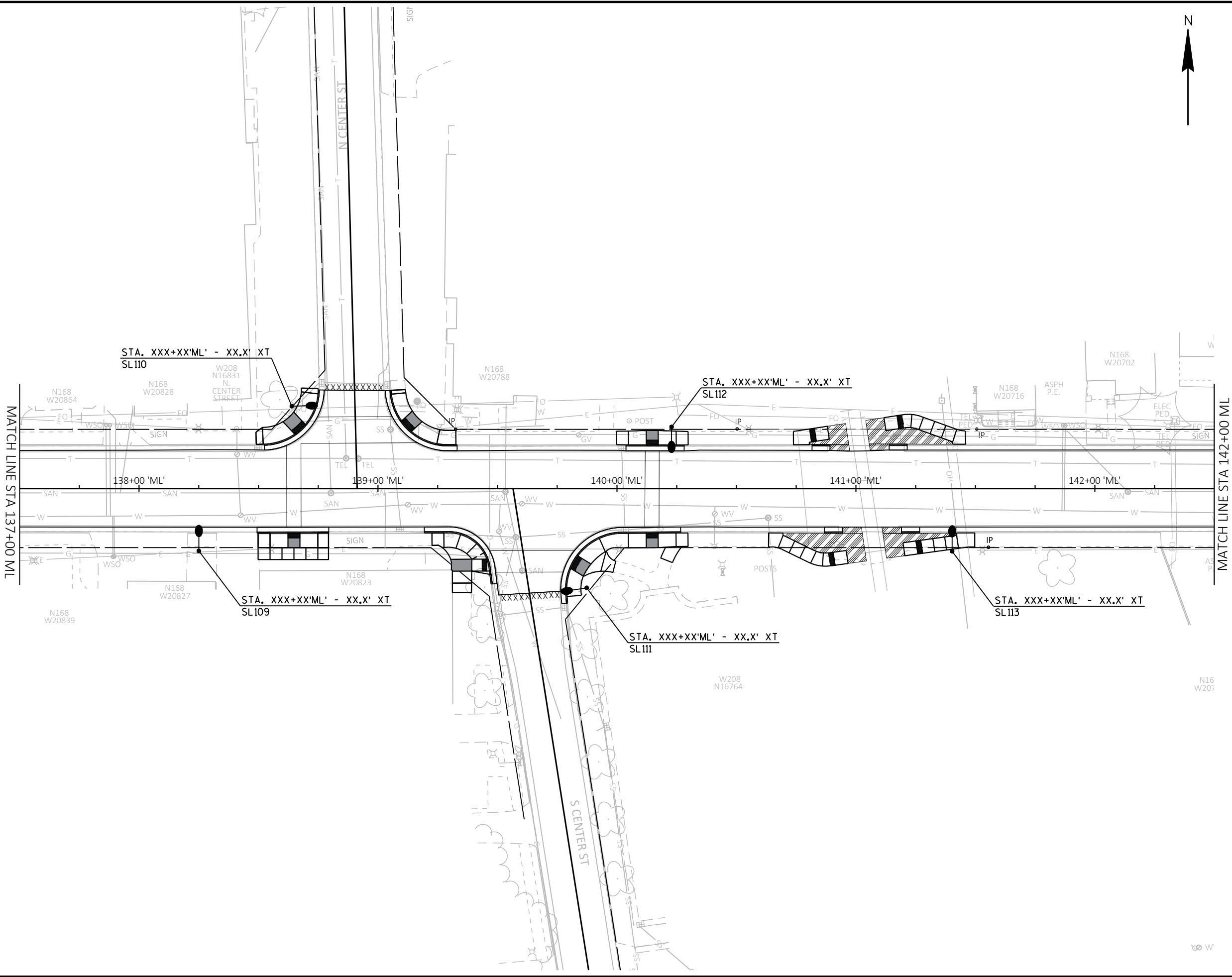
SHEET NO.

**X OF X**



SHEET NO.

X OF X





**KL Engineering**  
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5400 King James Way  
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Phone: (608) 663-1218  
Phone: (800)-810-4012  
<http://klengineering.com>  
[email@klengineering.com](mailto:email@klengineering.com)

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LIGHTING PLANS

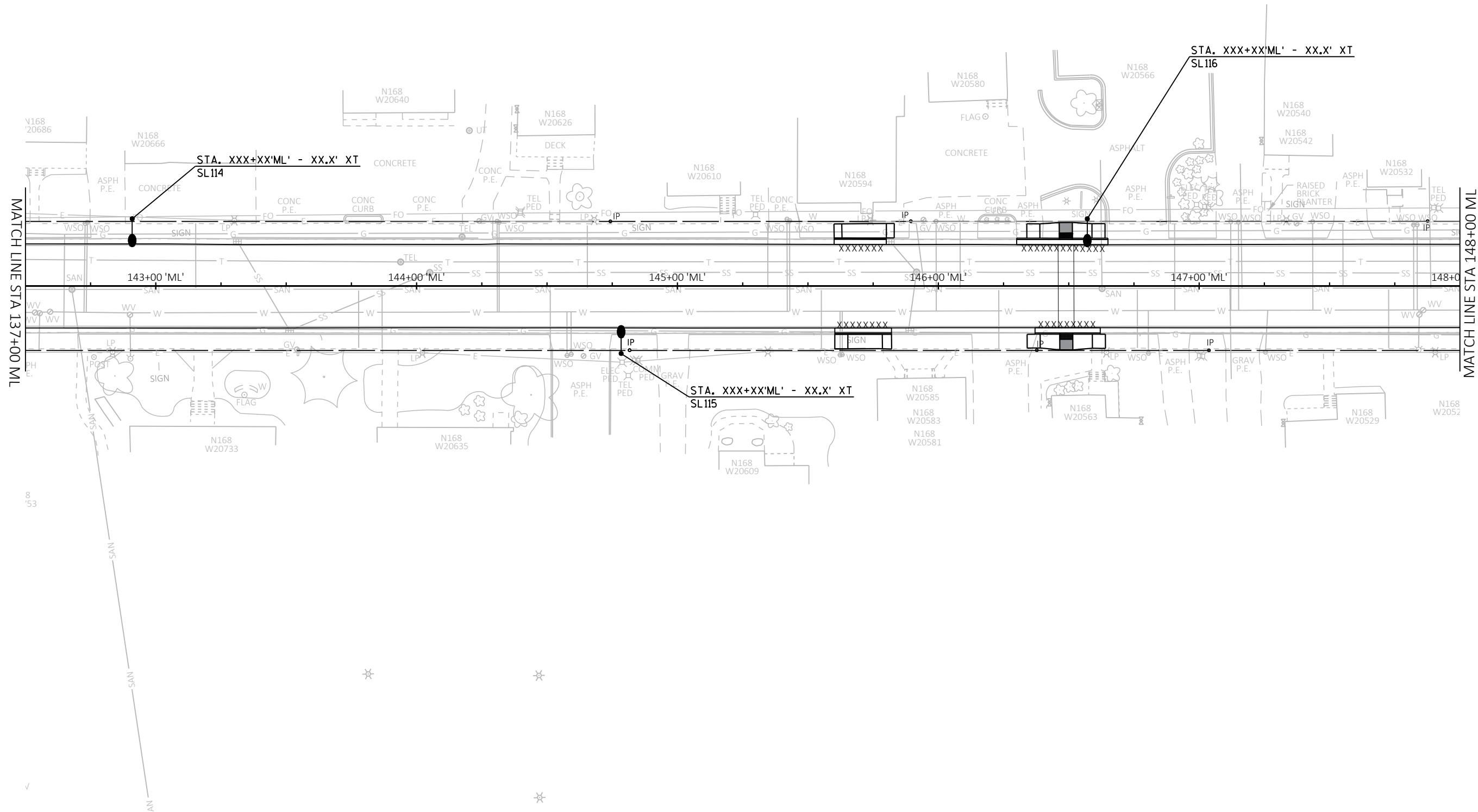
Project No: XXXXXX-XX  
Date: 02-01-2023  
Designed By: ACL  
Drafted By: IDA  
Checked By: JAJ

Revisions: XX-XX-XXXX

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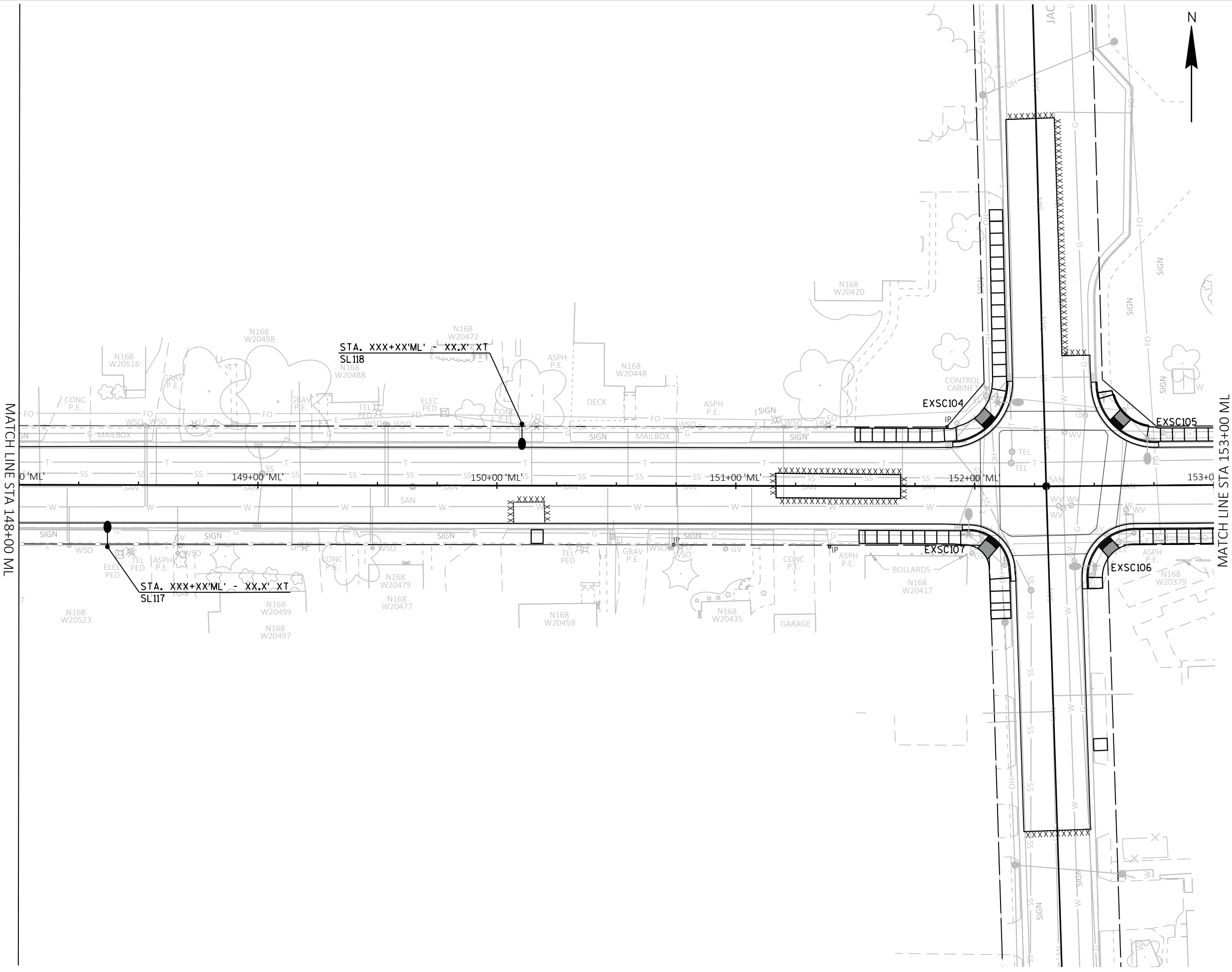
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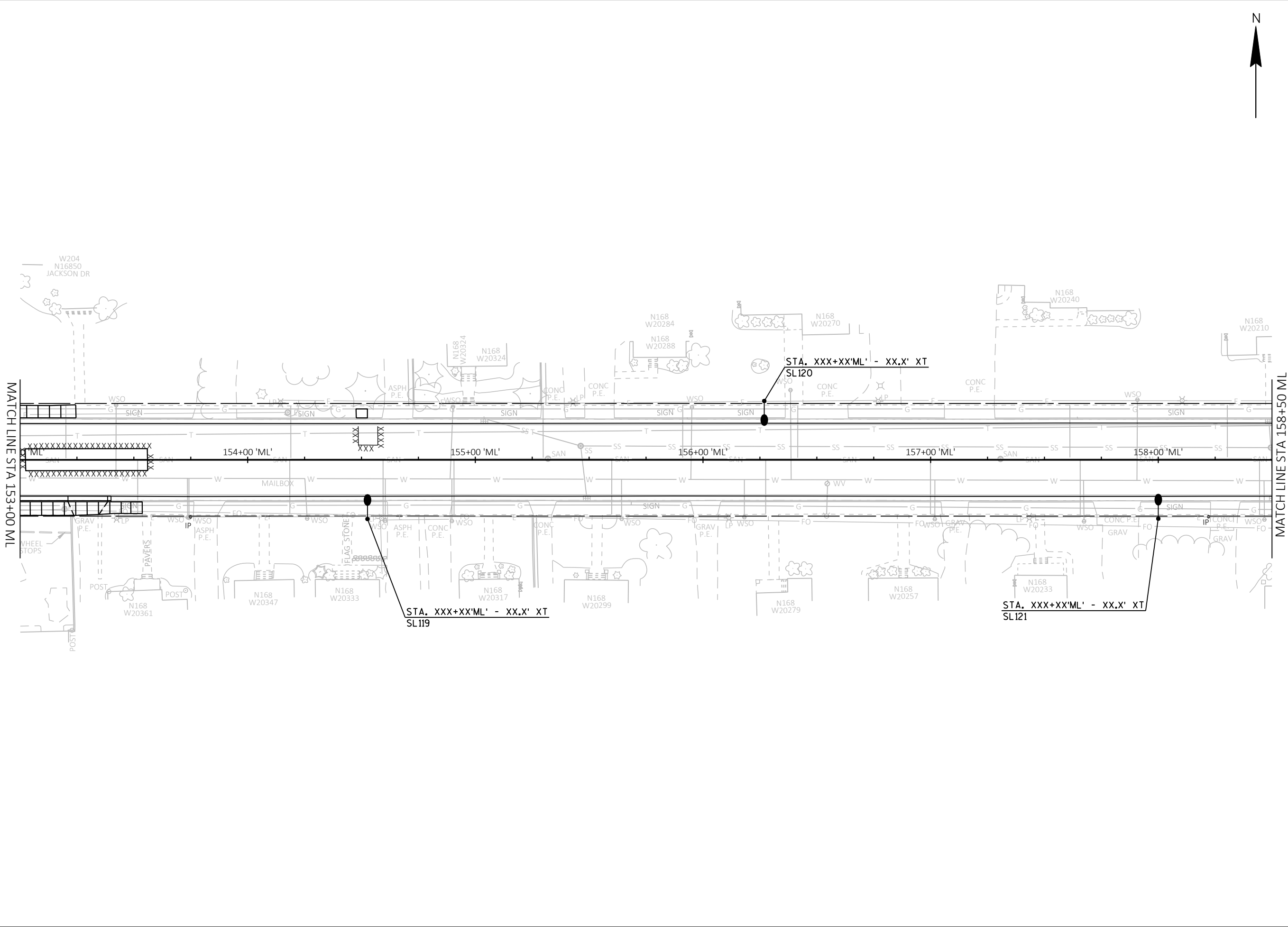
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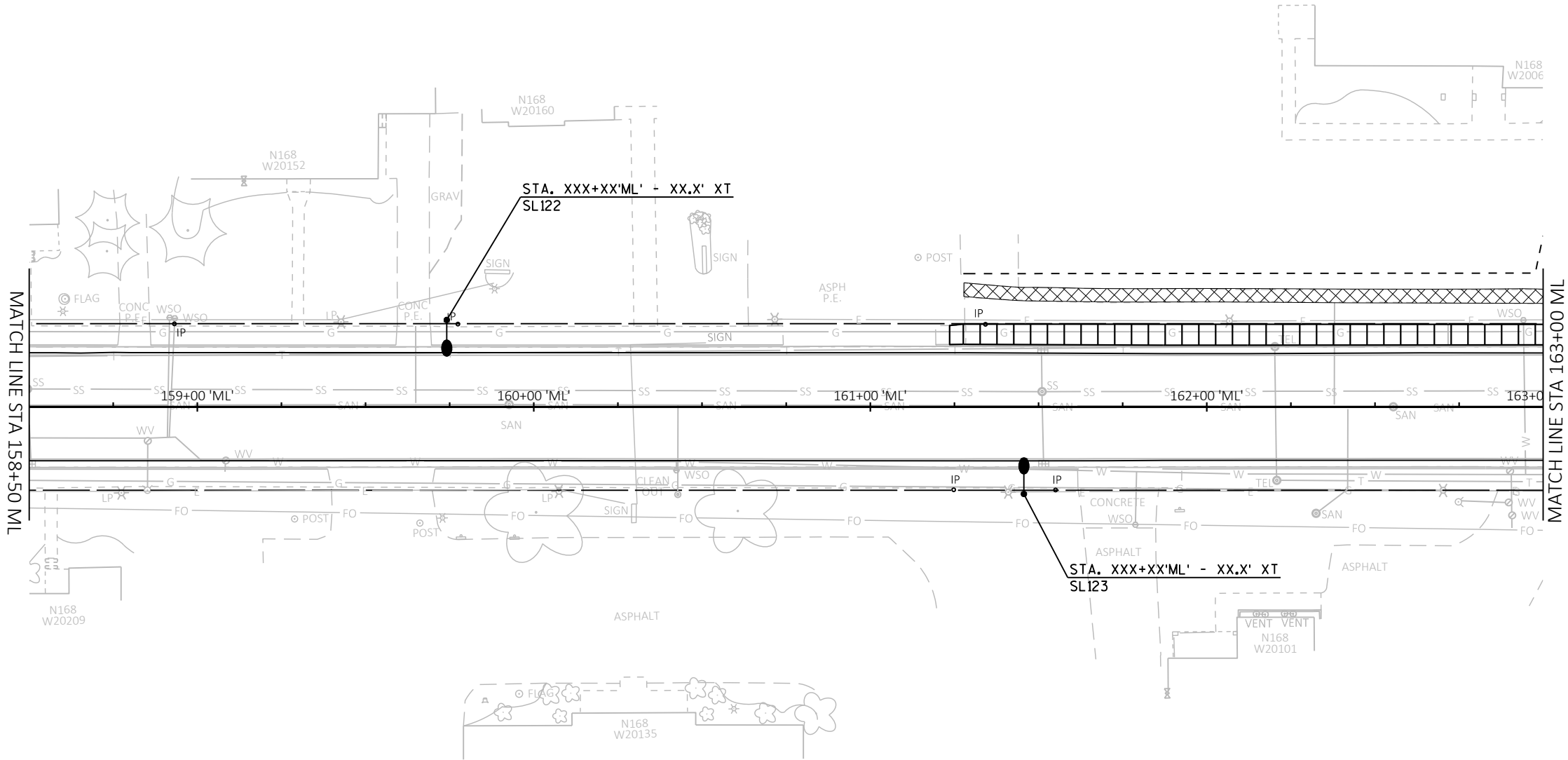
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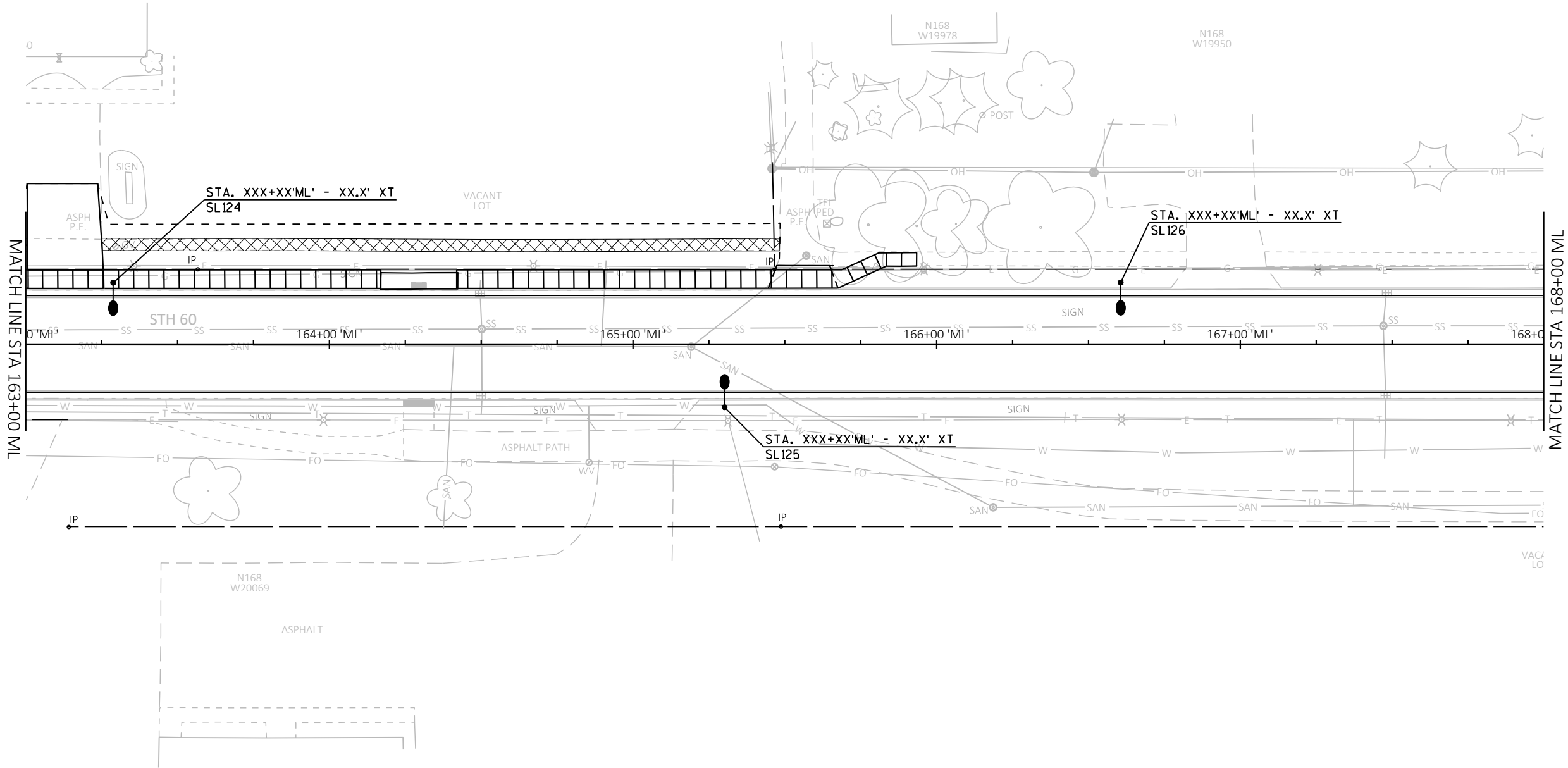
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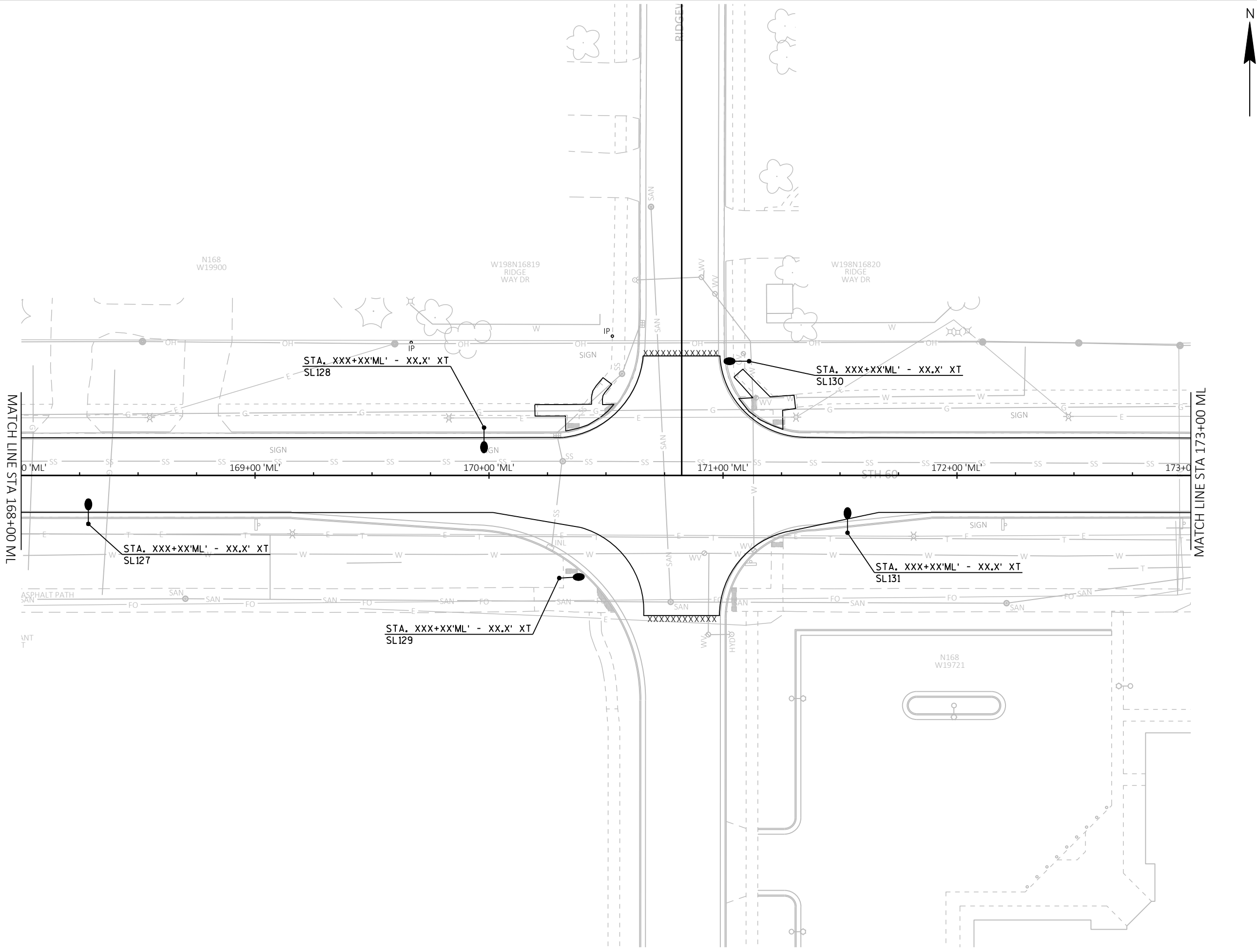
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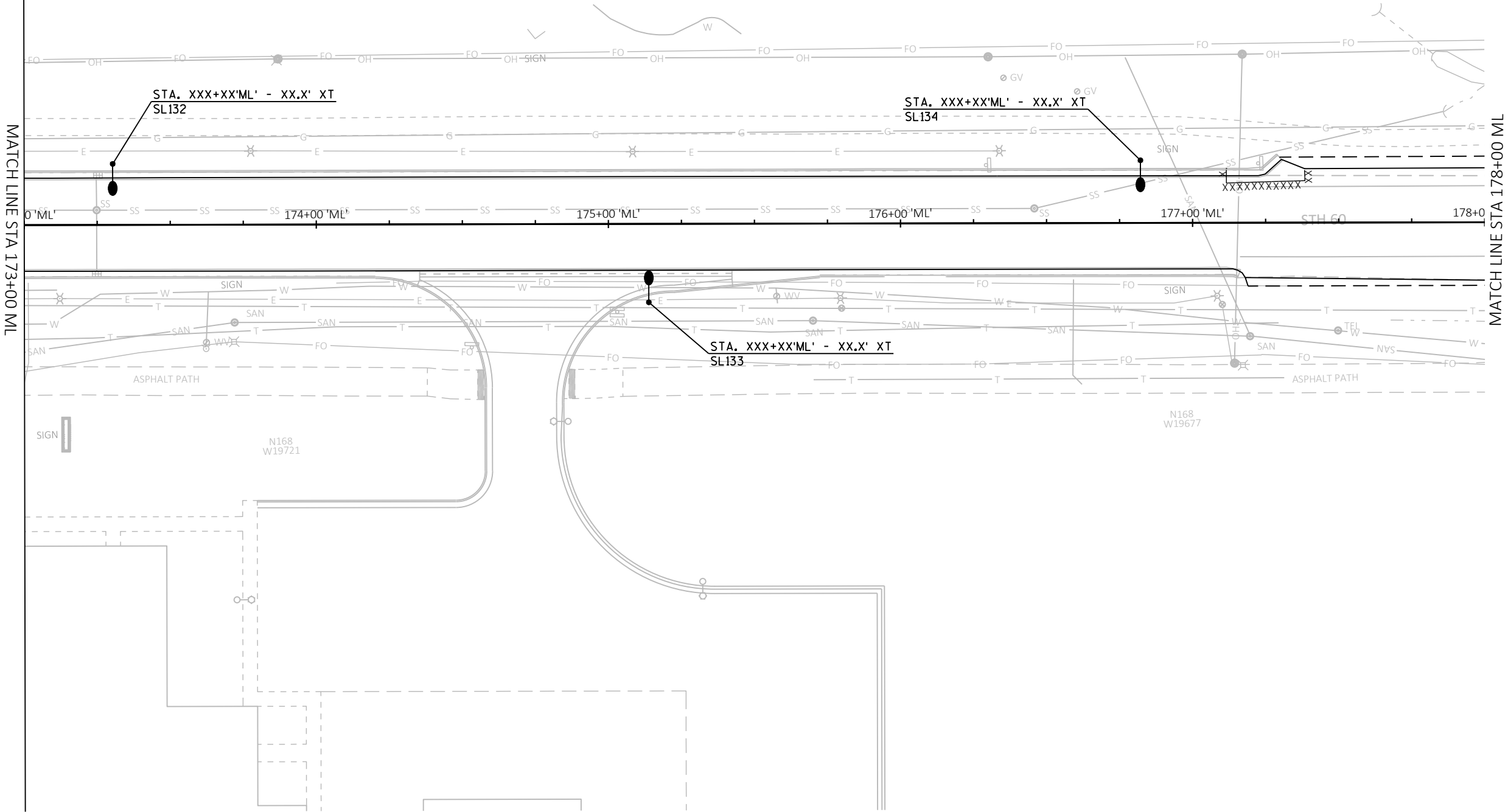
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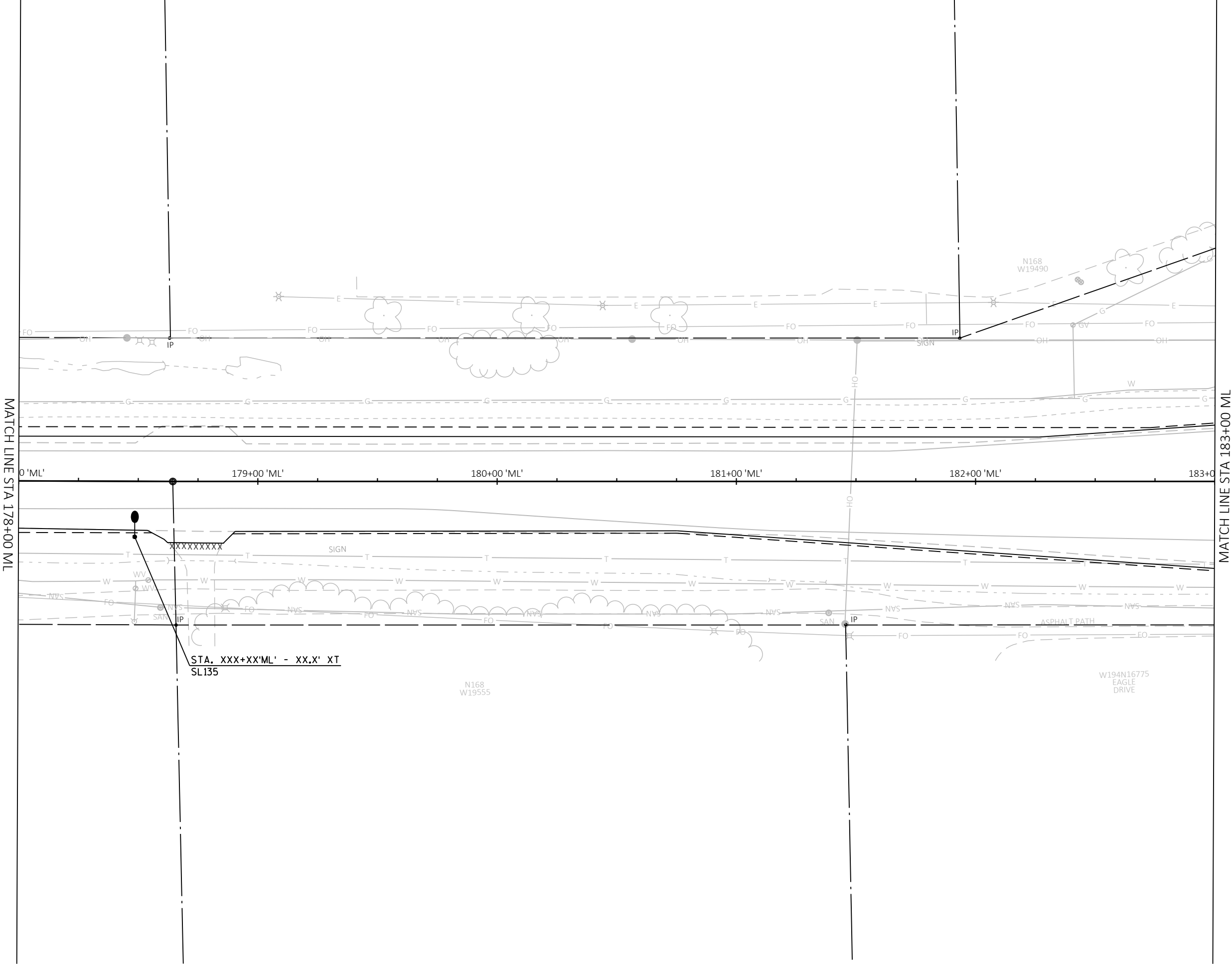
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|              |            |
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| Date:        | 01-02-2023 |
| Designed By: | ACL        |
| Drafted By:  | IDA        |
| Checked By:  | JAJ        |

Revisions: XX-XX-XXXX

SHEET NO.

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# MEMO

DATE 2/8/2023

| TO                                  | FROM                                                                                               | REGARDING                |
|-------------------------------------|----------------------------------------------------------------------------------------------------|--------------------------|
| *Jackson Village Board              | Kelly Valentino, CPRP                                                                              | Jackson Community Center |
| *Jen Keller, Village Administrator  | Jackson Parks & Recreation Director                                                                | Expansion Recommendation |
| *Brian Kober, Public Works Director | <a href="mailto:kelly.valentino@villageofjacksonwi.gov">kelly.valentino@villageofjacksonwi.gov</a> |                          |
|                                     | Phone Ext: (262) 677-9665 x113                                                                     |                          |

Attached please find the support materials that were provided to the Jackson Parks & Recreation Commission (JPRC) for the January 31 meeting as they relate to the Jackson Community Center Expansion Project. They include: an "at a glance" spreadsheet for the (5) submitted proposals, a review Memo from Brian Kober, Director of Public Works and the links to the (5) full proposals.

**NOTE: THE GENERAL PHASES OF THE EXPANSION PROJECT AS DEFINED IN THE RFP**

**Phase I** – if approved, include:

- Identification of site constraints
- Analysis of current facility
- Staff, Stakeholder and Community input
- Conceptual plan and pre-bid layout.

**Phase II** – if approved after completion of Phase I, include:

- Preparation of all Bid Documents and Project Specs
- Posting and Legal Notices associated with the Public Bid Process
- Bid Opening & Pre-Construction meetings
- Periodic Construction Inspections
- Review of pay request submittals
- Code Compliance and Final Inspection for occupancy

At the January 31, 2023, Jackson Parks & Recreation Commission meeting, the members did a deep dive comparing the proposals and what they included or excluded in their quotes. The JPRC narrowed it down to (2) proposals (Zimmerman and Groth). After much discussion, the Commission is recommending the Village Board approve Zimmerman Architectural Studios to complete Phase 1 for the lump sum amount of \$26,970.00 (which includes the Base: Architecture and Cost Estimating as well as the Option: Mechanical and Electrical Engineering), with the possibility of adding Phase II upon completion and approval of Phase I by the Village Board May 9th. Funding for Phase I has been earmarked in the 2023 Capital Projects Budget.

*Kelly Valentino*

**THANK YOU!**

# Jackson Community Center Expansion RFP

Submitted Proposals 1/10/2023

Random Order

| Company Name                    | Contact                         | Email                                                                                                                                                          | Phone        | Phase I                                                | Phase II                                                      | Notes                                                                                                                     |
|---------------------------------|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| Engberg Anderson Architects     | James Brown                     | <a href="mailto:jimb@engberganderson.com">jimb@engberganderson.com</a>                                                                                         | 608-250-0100 | \$28,925.00<br><i>plus 10-15% Contin.</i>              | \$227,570.00<br><i>plus 10% Contin.</i>                       | They have a very creative portfolio, completed many similar projects.                                                     |
| Groth Design Group              | Mike Groth                      | <a href="mailto:mgroth@gdg-architects.com">mgroth@gdg-architects.com</a>                                                                                       | 262-377-8001 | \$37,180.00<br><i>plus 8-10% Cont. Includes travel</i> | Sliding Scale<br><i>plus 3-5% of Construct. Cost</i>          | <i>Designed the JCC and worked with Village/JPR 2008. Positive Experience Local</i>                                       |
| Zimmerman Architectural Studios | Jack Blume                      | <a href="mailto:jack.blume@zastudios.com">jack.blume@zastudios.com</a>                                                                                         | 414-225-0857 | \$26,970.00<br><i>Lump Sum</i>                         | 6.5% of Constr. cost<br><i>Lump Sum (ie: 4m \$260,000.00)</i> | <i>Extensive experience in similar community projects, impressive portfolio, competitive fees. Toured the JCC pre-bid</i> |
| Cedar Corporation               | Cory Scheidler<br>Kris Dressler | <a href="mailto:cory.scheidler@cedarcorp.com">cory.scheidler@cedarcorp.com</a><br><a href="mailto:kris.dressler@cedarcorp.com">kris.dressler@cedarcorp.com</a> | 715-235-0081 | \$49,400.00<br><i>Lump Sum</i>                         | \$325,500.00<br><i>Lump Sum</i>                               | <i>The lump sum is reassuring. Highest bid Familiar with JCC</i>                                                          |
| Thrive Architects               | Jeremy Bartlett                 | <a href="mailto:jdb@thrive-architects.com">jdb@thrive-architects.com</a>                                                                                       | 833-380-6180 | \$17,500<br><i>plus reimbursables</i>                  | \$70,000.00<br><i>plus reimbursables</i>                      | <i>appears to be a lot missing costs</i>                                                                                  |

# Memo

**To:** Kelly Valentino, Director of Parks and Recreation  
**From:** Brian W. Kober, P. E., Director of Public Works  
**Subject:** Review of RFPs – Community Center Expansion Project  
**Date:** January 10, 2023

Please find the review comments of the five (5) RFPs for the Community Center Expansion Project design and construction administration. The comments are as follows in random order:

**Zimmerman**                      **Phase 1: \$24,980.00**                      **Phase 2: 6.5% of cost**

- 1) Toured site with Village Staff.
- 2) Called the Village the “Town” on page 28. One strike against them.
- 3) Has listed a complete timeline with dates. Also, can meet timeline.
- 4) The final concept presentation @ Jackson Town Board on April 18<sup>th</sup>. This is the Park & Rec Committee meeting. The Village Board meetings are April 11<sup>th</sup> or May 9<sup>th</sup>.
- 5) The construction administration is higher than the other proposals.

**Groth Design Group**                      **Phase 1: \$32,280.00**                      **Phase 2: 3% of cost**

- 1) Designed original building with Design2 Construct. They have the original plans.
- 2) Can meet the schedule and have the correct schedule.
- 3) Phase 2 has construction beginning in October 2023.
- 4) The construction administration is lower than the other proposals.

**Cedar Corporation**                      **Phase 1: \$49,400.00**                      **Phase 2: 325,500.00**

- 1) They know the Village’s needs by completing the Facility Feasibility Study.
- 2) Proposed five step approach that will meet the schedule.
- 3) The highest price proposal.

**Engberg Anderson Architects**                      **Phase 1: \$28,92.00**                      **Phase 2: \$227,570.00**

- 1) Has a sustainable expert on staff.
- 2) Gave the whole schedule from start to finish, but with weeks and hours worked. Would request a schedule that has dates.
- 3) Interesting examples of building designs that fit into existing site restrictions.

**Thrive Architects**                      **Phase 1: \$17,500.00**                      **Phase 2: 87,500.00**

- 1) Team of four (4) different companies providing the design.
- 2) Schedule has 8 to 12 weeks for Phase 1, and 8 to 12 weeks for Phase 2. Should provide dates.
- 3) Reimbursable expenses additional fee. Phase 2 fee appears low which includes Construction Administration.

If you have any questions, please let me know.

Brian W. Kober, P.E.



## **Task Order – Standard Hourly Rates Basis**

---

In accordance with Paragraph 1.01 of the Agreement Between Village of Jackson (Owner) and Town & Country Engineering, Inc. (Engineer) for Professional Services – Task Order Edition, dated February 10, 2016 ("Agreement"), Owner and Engineer agree as follows:

### **1. Background Data**

- a. Effective Date of Task Order: January 26, 2023
- b. Specific Project (title): WWTF Tertiary Filters, Storage Garage, and Disinfection Design
- c. Specific Project (description): See Attachment A.

### **2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are described in Attachment A and the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:
  - Preliminary Design Phase (Exhibit A, Paragraph A1.02)
  - Final Design Phase (Exhibit A, Paragraph A1.03)
  - Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

### **3. Additional Services**

Those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

### **4. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, as attached to the Agreement referred to above, such Article and Exhibit being hereby incorporated by reference.

## **5. Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A, as attached to the Agreement referred to above, or elsewhere, the parties shall meet the schedule set forth in Attachment A.

## **6. Payments to Engineer**

- A. Owner shall pay Engineer for Basic Services set forth above, except for services of Engineer's Resident Project Representative, if any, as follows:
  - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses.
  - 2. Engineer's Standard Hourly Rates Schedule is shown below.
  - 3. The total compensation for services under this Task Order is not-to-exceed \$405,000.
- B. Compensation for Reimbursable Expenses
  - 1. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth below.



## Standard Hourly Rates and Reimbursable Expense Rates Schedule

---

Standard Hourly Rates and Reimbursable Expense Rates are set forth below. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

### *Schedule:*

|                                          |                                |
|------------------------------------------|--------------------------------|
| Principal .....                          | \$170.00                       |
| Senior Project Manager .....             | \$165.00                       |
| Senior Project Engineer .....            | \$160.00                       |
| Project Engineer IV .....                | \$150.00                       |
| Project Engineer III.....                | \$145.00                       |
| Project Engineer II.....                 | \$140.00                       |
| Project Engineer I .....                 | \$135.00                       |
| Staff Engineer II.....                   | \$120.00                       |
| Staff Engineer I .....                   | \$110.00                       |
| Senior Engineering Technician.....       | \$110.00                       |
| Engineering Technician III.....          | \$105.00                       |
| Engineering Technician II .....          | \$100.00                       |
| Engineering Technician I .....           | \$90.00                        |
| GIS Analyst .....                        | \$110.00                       |
| GIS Technician.....                      | \$100.00                       |
| Survey Crew Chief.....                   | \$110.00                       |
| Construction Technician II .....         | \$100.00                       |
| Construction Technician I .....          | \$85.00                        |
| Administrative II.....                   | \$80.00                        |
| Administrative I .....                   | \$75.00                        |
| Grant Writer.....                        | \$95.00                        |
| Mileage .....                            | \$0.65 per mile                |
| Total Station/GPS Survey Equipment ..... | \$20.00 per hour of actual use |
| Computer used for CADD .....             | \$15.00 per hour of actual use |
| Plotter .....                            | \$15.00 per plan page          |

## 7. Terms and Conditions

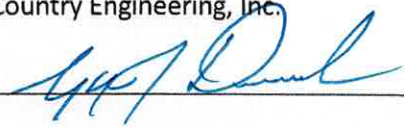
Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is January 26, 2023.

OWNER: Village of Jackson

ENGINEER: Town & Country Engineering, Inc.

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

By: 

Print Name: Brian Kober, P.E.

Print Name: Gregory J. Droessler, P.E.

Title: Public Works Director

Title: Vice-President

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

Date: 1/27/2023

Engineer License or Firm's

Certificate No. (if required): 37471-006

State of: Wisconsin

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Brian Kober

Name: Greg Droessler, P.E.

Title: Public Works Director

Title: Vice President

Address: N168 W20733 Main Street  
Jackson, WI 53037

Address: 10505 Corporate Drive, Suite 105A  
Pleasant Prairie, WI 53158

E-Mail  
Address: dirpubwks@villageofjackson.com

E-Mail  
Address: gdroessler@tcengineers.net

Phone: (262) 677-0707

Phone: (262) 925-3210

Task Order Form - Standard Hourly Rates Basis

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
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# ATTACHMENT A

---

Date: January 27, 2023

To: Mr. Brian Kober, Director of Public Works

From: Greg Droessler, Vice-President

Subject: Scope of Services for the Design of Wastewater Facilities Upgrade

---

The Village of Jackson is in position to proceed with the final design of the proposed upgrades to the Village's wastewater treatment facility (WWTF). This work will include a submittal of plans and specifications to the Wisconsin DNR by the end of September in order to maintain eligibility for project funding from the Wisconsin DNR's Clean Water Fund (CWF), as well as completion of final bid documents for plan approval.

Per the Facilities Planning Document dated November 2022, the upgrades to the Village's WWTF will be phased in an effort to allow the Village to better cashflow the projects and upgrade the facility more as needed over the next 5-10 years instead of tackling a single large project estimated at over \$30M. The initial project is intended to address the WWTF's immediate needs for expansion of the tertiary filtration facilities, replacement of the 40 year-old generator and automatic transfer switch (ATS), along with the need for expansion of the storage building..

Design work for the WWTF upgrades will include rehabilitation and/or expansion of two existing buildings (tertiary filter building and storage garage). The work also includes renovation of the existing disinfection tank to remove the existing chlorination equipment and replace it with a new ultraviolet (UV) disinfection system, and the replacement of generator and ATS at a new location at the site.

Town and Country Engineering staff and our sub consultants are prepared to undertake the following design work:

## **Wastewater Facility Upgrade**

The proposed WWTF upgrade will include modifications as listed above and as approved in the Facilities Plan by the DNR. A variety of upgrades to existing buildings and structures are included as outlined below. Details are subject to change during the design process, but the main design concepts are provided herein to give an approximate idea of the scope of work.

## **General**

Exterior wall construction for all new buildings will match existing construction subject to the Village's preference. Natural gas will be used for building heat. Heat recovery will be provided whenever economical.

The existing standby generator for the WWTF will be replaced with a new diesel generator located outside the Service Building. The generator project will be a separately bid project anticipated to be released for bidding in May 2023 with award of a contract in June 2023.

The storage garage project will also be designed this spring and released for bidding in May 2023 for construction ahead of the tertiary filter project. It is anticipated that both the garage project and the generator project will be funded with Utility funds the Village has on hand and that a CWF loan will not be required for this work.

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## Site Work

The following site work is required in conjunction with these projects:

- A topographic site survey will be completed of the entire WWTF site. The entire property will be surveyed as part of this project for use in conjunction with the future phases.
- Based on the proposed layout of the new tertiary filter building and the storage garage, soil borings and a geotechnical report will be required for below grade structures and construction methods. The soil borings will be coordinated with a geotechnical firm, but these services will be contracted directly by the Village.
- Electrical, natural gas, water, and other utility services will be reused at the existing buildings whenever possible but expanded as needed and distribution made to all points of demand. The site process piping will be expanded between the final clarifiers and tertiary filters as needed, as well as between the tertiary filters and the disinfection tank. Site grading, sidewalks, and asphalt pavement repairs will be made as needed to match the existing site conditions.

## Tertiary Filter Building

Per the WWTF's new WPDES permit approved by the DNR in January 1, 2023 the Water Quality Based Effluent Limits (WQBELs) for total phosphorus limits need final plans and specifications by September 30, 2023 and completion by September 30, 2026. The Total phosphorus limit will be achieved by upgrades to the Tertiary Filter Building. The structure was constructed in 1978/79 and is in good condition overall. Upgrades to this structure include the following:

- Renovate the existing building interior, including converting the existing chlorine and de-chlorination rooms for reuse as a coagulant (chemical) storage space and an equipment storage space. The existing alum room will continue to store alum, but will receive minor electrical and HVAC upgrades.
- Update the HVAC, plumbing lighting, power distribution, and SCADA systems in this building to bring them up to code and to replace outdated equipment.
- Expand the building to the east to create room for two new disk-style filters. The building addition is approximately 2,000 sq. feet and is assumed to match the existing building architecture. The building addition will also include a series of flocculation tanks with mixers upstream of the building to improve phosphorus removal with the filters.

## Disinfection Tank

Since the tertiary filter building contains the chlorine and de-chlorination equipment, the upgrades to the WWTF disinfection is best tied to the upgrades to this tertiary filter building as the chemical storage rooms are repurposed. The structure was constructed in 1978/79 and is in good condition overall. Upgrades to this structure include the following:

- Remove the existing chlorination and de-chlorination equipment from the existing tank and convert the tank for a new ultraviolet (UV) disinfection system.
- Modify the handrail and grating as needed to accommodate the new equipment.

## Storage Garage

The structure was constructed in 2003 and is in good condition. Upgrades to this structure include the following:

- Expand the garage with an approximate 40'x60' addition to the south of the existing building for additional vehicle storage.

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- Update the HVAC, plumbing and lighting in the existing space as needed to meet code and provide these as well for the new structure.
- Add a restroom and locker room facilities to the new or existing building. Potentially add overhead storage in this space as well for expanded parts storage for the plant.

### **Standby Generator and ATS**

The existing standby generator is in the Administration / Service Building. The Village would like to have the new standby generator sized and bid as a separate replacement project ahead of the other upgrades in this building due to the lead time (estimated at 12 to 18 months) of this equipment. Sizing this new diesel generator will require initial sizing of the WWTF's blowers, pumps, and other equipment to assure adequate standby power with the facility expansion. These design assumptions will be reviewed with the Village prior to finalizing the selection of this generator.

### **WWTF – SCADA Upgrades**

Much of the WWTF's existing SCADA system was replaced in 2018 with new PLCs, touchscreens and other equipment. It is anticipated that most of this equipment will remain and be reused, but expansion of this system to include the new filters and UV disinfection systems will be required.

### **Pre-Bid of Equipment**

The scope of work under the design contract will include the pre-bid and selection of the tertiary filters and UV disinfection equipment. This pre-bidding will involve preparation of separate bidding documents for the filters and UV equipment, answering inquiries from prospective manufacturers, evaluation of bids received, and assistance with selection of equipment to be used. This procedure involves more engineering time but has the benefit of the Owner securing the exact equipment considered the best for the project and the design being around that specific piece of equipment, rather than the low bid.

### **Design Disciplines**

Design services shall include process, structural, architectural, HVAC, plumbing, and electrical / control engineering. All drafting services required for the preparation of plans are included within this scope. A portion of the work will be subcontracted which is included in the engineering cost provided. Biddable plans and specifications will be submitted to the DNR by September 30, 2023 for review and approval as directed.

### **Grant and Loan Application**

This scope includes preparation and submittal of the Clean Water Fund loan application for the above project. The application is required to be submitted by September 30, 2023.

### **Project Permitting**

The tertiary filter building and standby generator projects each require review and approval by the Wisconsin DNR as they are related to the treatment process. Plans and specifications will be submitted to the DNR for review as required.

Due to the size of the tertiary filter and storage garage buildings, it is anticipated that each building will need to be submitted to the DSPS state approval. Each project will be submitted to the agency for approval as required.

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### **Project Bidding**

The Village intends to bid this work as 3 separate projects in an effort to fast-track both the storage garage addition and the backup generator. Town and Country will prepare these separate bid or proposal packages and administer the project bidding, review of the bids, and recommendations for award of contracts.

### **Wastewater Facilities Upgrade Engineering Costs**

The estimated construction cost for the upgrades is \$5.7 million. The design, preparation of bidding documents, and bidding for the wastewater improvements is estimated Not to Exceed \$405,000. Costs will be invoiced on a Time and Material basis based on the Standard Agreement.

There will be up front work required to finalize treatment processes and layouts which may impact the design schedule, but our intention will be to have the tertiary building construction contract bidding by early 2024.

### **Additional Engineering Work**

Several work items may be required for design and implementation of the proposed project, but which are not included in the engineering scope of services are listed below. Town & Country Engineering will assist Village staff in contracting for these services from outside consultants.

- Pilot testing of filter and/or UV equipment.
- Soils borings and geotechnical analyses.
- Archaeological or wetland surveys if necessary.
- Floodplain or floodway analysis.
- Easement acquisition.
- Sewer Use Ordinance and User Charge System preparation.
- Cost for permit fees.
- Block Grant application.

This contract is a design phase contract, only. This contract does not include services for project bidding, award of construction contract, construction administration or construction inspection. These services, all of which will be required, shall be provided under a subsequent and separate contract.

Thank you for the opportunity to present this scope of services to the Village of Jackson on this important project.

GJD

J:\JOB#S\Jackson\JK-00-00\O&E\2016 Task Order\Task Order No. 5 - WWTF Design\Attachment A - Final Design.docx

### **TOWN & COUNTRY ENGINEERING, INC.**

Madison ♦ Rhinelander ♦ Kenosha  
6264 Nesbitt Road • Madison, WI 53719 • (608) 273-3350 • tce@tcengineers.net



**SECTION 00 63 63**  
**CHANGE ORDER NO.: 1**

|                                                  |                                                   |
|--------------------------------------------------|---------------------------------------------------|
| Owner: Village of Jackson                        | Owner's Project No. A-21                          |
| Engineer: Cedar Corporation                      | Engineer's Project No.: 05789-0013                |
| Contractor: Soper Sewer & Water LLC              | Contractor's Project No.:                         |
| Project: Willow Ridge Drive Reconstruction       |                                                   |
| Contract Name: Willow Ridge Drive Reconstruction | Effective Date of Change Order: November 16, 2022 |
| Date Issued: November 16, 2022                   |                                                   |

The Contract is modified as follows upon execution of this Change Order:

Description:

|                                                         |                   |                 |
|---------------------------------------------------------|-------------------|-----------------|
| 1 Reconciliation of As-Built Quantities                 | =                 | (\$218.10)      |
| 2 ADD 7 Ton of HMA Driveway Patching @ \$113.48/TN      | =                 | \$794.36        |
| 3 CREDIT Lump Sum Sanitary Sewer Casting                | =                 | (\$350.00)      |
| <b>TOTAL</b>                                            | <b>=</b>          | <b>\$226.26</b> |
|                                                         |                   |                 |
| 4 Extension of Contract Times - SUBSTANTIAL COMPLETION: | + / (-) 40 Day(s) |                 |
| 5 Extension of Contract Times - FINAL COMPLETION:       | + / (-) 46 Day(s) |                 |

Reason for Change Order:

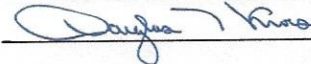
- a) Change Order Item No. 1: Reconciliation of As-Built (Installed Vs Estimated) Quantities
- b) Change Order Item No. 2: Additional HMA driveway patching as directed by the Owner - Willow Ridge Drive.
- c) Change Order Item No. 3: Contractor directed not to replace existing low profile casting within driveway located at N170W19979 Willow Ridge Dr. New casting included within Bid Item #3 - San MH Chimney & Casting Replacement and was not installed therefore, warranting a material credit to the Owner.
- d) Change Order Item Nos. 4 & 5: Time extension resulting from unavailability of concrete subcontractors resulting in the delay in completion.

Attachments:

- a) Change Order Item No. 1: As-Built Quantity Worksheet - Final 11/16/22
- b) Change Order Item Nos. 4 & 5: Email correspondence between Contractor and Owner dated 10/20/21, 10/21/21 and 10/26/22.

| CHANGE IN CONTRACT PRICE:                       | CHANGE IN CONTRACT TIMES:                         |
|-------------------------------------------------|---------------------------------------------------|
| Original Contract Price                         | Original Contract Times:                          |
| \$ 788,832.75                                   | Substantial completion (date): October 1, 2021    |
|                                                 | Ready for Final Payment (date): October 15, 2021  |
| [Increase] [Decrease] from previous approved    | [Increase] [Decrease] from previous approved      |
| Change Orders No. 0 to No. 0 :                  | Change Orders No. 0 to No. 0                      |
| \$ 0.00                                         | Substantial Completion (days): 0                  |
|                                                 | Ready for Final Payment (days): 0                 |
| Contract Price prior to this Change Order:      | Contract Times prior to this Change Order:        |
| \$ 788,832.75                                   | Substantial completion (date): October 1, 2021    |
|                                                 | Ready for Final Payment (date): October 15, 2021  |
| [Increase] this Change Order:                   | [Increase] [Decrease] this Change Order:          |
| \$ 226.26                                       | Substantial Completion (days): 40                 |
|                                                 | Ready for Final Payment (days): 46                |
| Contract Price incorporating this Change Order: | Contract Times with all approved Change Orders:   |
| \$ 789,059.01                                   | Substantial completion (date): November 10, 2021  |
|                                                 | Ready for Final Payment (date): November 30, 2021 |

**Recommended by Engineer (if required)**

By: 

Title: Senior Construction Manager

Date: November 17, 2022

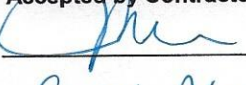
**Authorized by Owner**

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

Title: \_\_\_\_\_

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

**Accepted by Contractor**



Project Administrator / Corp Secretary

November 17, 2022

**Approved by Funding Agency (if applicable)**

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

Title: \_\_\_\_\_

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



PROJECT NO: 8779-0013  
PROJECT ID: Willow Ridge Drive Reconstruction  
CLIENT: Village of Jackson  
CONTRACTOR: Super Complex

AS BUILT QUANTITY WORKSHEET - FINAL 11/16/22



| ITEM                                                       | DESCRIPTION                                 | UNIT | ORIGINAL ESTIMATED QUANTITY | ORIGINAL SCHEDULE OF VALUES | CO# | TOTAL ESTIMATED QUANTITY | UNIT MEAS. | YTD SCHEDULE OF VALUES | QUANTITIES SUBMITTED TO DATE | VALUES SUBMITTED TO DATE | % OF EST. | AS BUILT QUANTITIES | AS BUILT VALUES | % OF EST. | AS BUILT VS SUBMITTED | ESTIMATED VS AS BUILT | VALUES        | ESTIMATED VS AS BUILT |
|------------------------------------------------------------|---------------------------------------------|------|-----------------------------|-----------------------------|-----|--------------------------|------------|------------------------|------------------------------|--------------------------|-----------|---------------------|-----------------|-----------|-----------------------|-----------------------|---------------|-----------------------|
|                                                            |                                             |      |                             |                             |     |                          |            |                        |                              |                          |           |                     |                 |           |                       |                       |               |                       |
| 1                                                          | COMMON EXCAVATION                           |      | 4,200                       | \$ 68,040.00                |     | 2,300                    | C.V.       | \$ 68,040.00           | 4,200                        | \$ 68,040.00             | 100.00%   | 4,200               | \$ 68,040.00    | 100.00%   | 0                     | \$ 68,040.00          | \$ -          | -                     |
| 2                                                          | SAW CUTTING ASPHALT ROADWAY                 |      | 200                         | \$ 620.00                   |     | 200                      | L.F.       | \$ 620.00              | 184                          | \$ 570.40                | 92.00%    | 184                 | \$ 570.40       | 92.00%    | 0                     | \$ 570.40             | \$ (49.60)    | -                     |
| 3                                                          | SAN M/C CHIMNEY & CASTING REPLACEMENT       |      | 7                           | \$ 10,080.00                |     | 7                        | EACH       | \$ 10,080.00           | 7                            | \$ 10,080.00             | 100.00%   | 7                   | \$ 10,080.00    | 100.00%   | 0                     | \$ 10,080.00          | \$ -          | -                     |
| 4                                                          | VALVE BOX REPLACEMENT                       |      | 3                           | \$ 1,260.00                 |     | 3                        | EACH       | \$ 1,260.00            | 2                            | \$ 840.00                | 66.67%    | 2                   | \$ 840.00       | 66.67%    | 0                     | \$ 840.00             | \$ (420.00)   | -                     |
| 5                                                          | 48" STORM SEWER MANHOLE                     |      | 4                           | \$ 11,480.00                |     | 4                        | EACH       | \$ 11,480.00           | 4                            | \$ 11,480.00             | 100.00%   | 4                   | \$ 11,480.00    | 100.00%   | 0                     | \$ 11,480.00          | \$ -          | -                     |
| 6                                                          | 12" DIA. STORM SEWER                        |      | 595                         | \$ 53,550.00                |     | 595                      | L.F.       | \$ 53,550.00           | 639                          | \$ 57,510.00             | 107.39%   | 639                 | \$ 57,510.00    | 107.39%   | 0                     | \$ 57,510.00          | \$ 3,960.00   | -                     |
| 7                                                          | 6" DIA. PVC STORM SEWER                     |      | 98                          | \$ 8,820.00                 |     | 98                       | L.F.       | \$ 8,820.00            | 72.50                        | \$ 6,525.00              | 73.98%    | 72.5                | \$ 6,525.00     | 73.98%    | 0                     | \$ 6,525.00           | \$ (2,295.00) | -                     |
| 8                                                          | 4" DIA. STORM LATERAL                       |      | 2,084                       | \$ 141,712.00               |     | 2,084                    | L.F.       | \$ 141,712.00          | 2,031.10                     | \$ 138,114.80            | 97.46%    | 2,031.1             | \$ 138,114.80   | 97.46%    | 0                     | \$ 138,114.80         | \$ (3,597.20) | -                     |
| 9                                                          | STORM MANHOLE CHIMNEY & CASTING REPLACEMENT |      | 4                           | \$ 6,400.00                 |     | 4                        | EACH       | \$ 6,400.00            | 3                            | \$ 4,800.00              | 75.00%    | 3                   | \$ 4,800.00     | 75.00%    | 0                     | \$ 4,800.00           | \$ (1,600.00) | -                     |
| 10                                                         | CATCH BASIN REPLACEMENT                     |      | 6                           | \$ 18,000.00                |     | 6                        | EACH       | \$ 18,000.00           | 6                            | \$ 18,000.00             | 100.00%   | 6                   | \$ 18,000.00    | 100.00%   | 0                     | \$ 18,000.00          | \$ -          | -                     |
| 11                                                         | CURB BOX REPLACEMENT                        |      | 5                           | \$ 3,250.00                 |     | 5                        | EACH       | \$ 3,250.00            | 5                            | \$ 3,250.00              | 100.00%   | 5                   | \$ 3,250.00     | 100.00%   | 0                     | \$ 3,250.00           | \$ -          | -                     |
| 12                                                         | CURB STOP REPLACEMENT                       |      | 3                           | \$ 3,660.00                 |     | 3                        | EACH       | \$ 3,660.00            | 2                            | \$ 2,400.00              | 66.67%    | 2                   | \$ 2,400.00     | 66.67%    | 0                     | \$ 2,400.00           | \$ (1,260.00) | -                     |
| 13                                                         | SANITARY LATERAL RECONNECTION (1 UNIT)      |      | 12                          | \$ 2,400.00                 |     | 12                       | L.F.       | \$ 2,400.00            | 12.5                         | \$ 2,500.00              | 104.17%   | 12.5                | \$ 2,500.00     | 104.17%   | 0                     | \$ 2,500.00           | \$ 100.00     | -                     |
| 14                                                         | 6" SAN LATERAL RECONNECTION (7 UNITS)       |      | 71                          | \$ 14,200.00                |     | 71                       | L.F.       | \$ 14,200.00           | 64.70                        | \$ 12,940.00             | 91.13%    | 64.7                | \$ 12,940.00    | 91.13%    | 0                     | \$ 12,940.00          | \$ (1,260.00) | -                     |
| 15                                                         | REMOVE CONCRETE SIDEWALK                    |      | 13,435                      | \$ 6,717.50                 |     | 13,435                   | S.F.       | \$ 6,717.50            | 13,435.00                    | \$ 6,717.50              | 100.00%   | 13,435              | \$ 6,717.50     | 100.00%   | 0                     | \$ 6,717.50           | \$ -          | -                     |
| 16                                                         | 4" CONCRETE SIDEWALK                        |      | 12,968                      | \$ 56,416.80                |     | 12,968                   | S.F.       | \$ 56,416.80           | 13,093.27                    | \$ 56,955.72             | 100.97%   | 13,093.27           | \$ 56,955.72    | 100.97%   | 0                     | \$ 56,955.72          | \$ 544.92     | -                     |
| 17                                                         | REMOVE CURB & GUTTER                        |      | 3,461                       | \$ 2,422.70                 |     | 3,461                    | L.F.       | \$ 2,422.70            | 3,469.00                     | \$ 2,428.30              | 100.23%   | 3,469               | \$ 2,428.30     | 100.23%   | 0                     | \$ 2,428.30           | \$ 5.60       | -                     |
| 18                                                         | 30" CURB & GUTTER TYPE "D"                  |      | 3,334                       | \$ 43,659.00                |     | 3,334                    | L.F.       | \$ 43,659.00           | 3,241                        | \$ 43,753.50             | 100.22%   | 3,241               | \$ 43,753.50    | 100.22%   | 0                     | \$ 43,753.50          | \$ 94.50      | -                     |
| 19                                                         | REMOVE CONCRETE DRIVEWAY APRON              |      | 6,754                       | \$ 3,377.00                 |     | 6,754                    | S.F.       | \$ 3,377.00            | 5,961.98                     | \$ 2,980.99              | 88.27%    | 5,961.98            | \$ 2,980.99     | 88.27%    | 0                     | \$ 2,980.99           | \$ (394.01)   | -                     |
| 20                                                         | 7" CONCRETE DRIVEWAY APRON & SIDEWALK       |      | 10,119                      | \$ 56,754.50                |     | 10,119                   | S.F.       | \$ 56,754.50           | 10,878.99                    | \$ 59,834.45             | 105.43%   | 10,878.99           | \$ 59,834.45    | 105.43%   | 0                     | \$ 59,834.45          | \$ 3,079.95   | -                     |
| 21                                                         | EXCAVATION BELOW SUBGRADE (BS)              |      | 420                         | \$ 7,140.00                 |     | 420                      | C.V.       | \$ 7,140.00            | 376.85                       | \$ 6,406.45              | 89.73%    | 376.85              | \$ 6,406.45     | 89.73%    | 0                     | \$ 6,406.45           | \$ (733.55)   | -                     |
| 22                                                         | BS BACKFILL 1/4" DENSE                      |      | 840                         | \$ 12,600.00                |     | 840                      | TONS       | \$ 12,600.00           | 741.76                       | \$ 11,126.40             | 88.30%    | 741.76              | \$ 11,126.40    | 88.30%    | 0                     | \$ 11,126.40          | \$ (1,473.60) | -                     |
| 23                                                         | 1/4" DENSE CRUSHED AGGREGATE BASE COURSE    |      | 3,900                       | \$ 58,500.00                |     | 3,900                    | TONS       | \$ 58,500.00           | 3,988.52                     | \$ 59,827.80             | 102.27%   | 3,988.52            | \$ 59,827.80    | 102.27%   | 0                     | \$ 59,827.80          | \$ 1,327.80   | -                     |
| 24                                                         | LOWER LAYER HMA PAVEMENT 3-14"              |      | 1,275                       | \$ 90,525.00                |     | 1,275                    | TONS       | \$ 90,525.00           | 1,285.39                     | \$ 91,262.69             | 100.81%   | 1,285.39            | \$ 91,262.69    | 100.81%   | 0                     | \$ 91,262.69          | \$ 737.69     | -                     |
| 25                                                         | UPPER LAYER HMA PAVEMENT 3-14"              |      | 685                         | \$ 51,820.25                |     | 685                      | TONS       | \$ 51,820.25           | 724.08                       | \$ 54,776.65             | 105.71%   | 724.08              | \$ 54,776.65    | 105.71%   | 0                     | \$ 54,776.65          | \$ 2,956.40   | -                     |
| 26                                                         | TRAFFIC CONTROL                             |      | 1                           | \$ 25,000.00                |     | 1                        | L.S.       | \$ 25,000.00           | 1                            | \$ 25,000.00             | 100.00%   | 1                   | \$ 25,000.00    | 100.00%   | 0                     | \$ 25,000.00          | \$ -          | -                     |
| 27                                                         | LAWN RESTORATION                            |      | 3,509                       | \$ 21,054.00                |     | 3,509                    | S.V.       | \$ 21,054.00           | 3,509.00                     | \$ 21,054.00             | 100.00%   | 3,509               | \$ 21,054.00    | 100.00%   | 0                     | \$ 21,054.00          | \$ -          | -                     |
| 28                                                         | INLET PROTECTION                            |      | 10                          | \$ 900.00                   |     | 10                       | EACH       | \$ 900.00              | 10                           | \$ 900.00                | 100.00%   | 10                  | \$ 900.00       | 100.00%   | 0                     | \$ 900.00             | \$ -          | -                     |
| 29                                                         | ABANDON 8" SAN SEWER & WTM                  |      | 1                           | \$ 4,880.00                 |     | 1                        | L.S.       | \$ 4,880.00            | 1                            | \$ 4,880.00              | 100.00%   | 1                   | \$ 4,880.00     | 100.00%   | 0                     | \$ 4,880.00           | \$ -          | -                     |
| 30                                                         | REMOVE SAN. MANHOLE                         |      | 1                           | \$ 2,660.00                 |     | 1                        | EACH       | \$ 2,660.00            | 1                            | \$ 2,660.00              | 100.00%   | 1                   | \$ 2,660.00     | 100.00%   | 0                     | \$ 2,660.00           | \$ -          | -                     |
| 31                                                         | SALVAGE HYDRANT AND VALVE                   |      | 1                           | \$ 1,000.00                 |     | 1                        | L.S.       | \$ 1,000.00            | 1                            | \$ 1,000.00              | 100.00%   | 1                   | \$ 1,000.00     | 100.00%   | 0.0                   | \$ 1,000.00           | \$ -          | -                     |
| TOTAL - Items thru , Inclusive.....                        |                                             |      |                             | \$ 788,832.75               |     |                          |            | \$ 788,832.75          |                              | \$ 788,614.65            | 99.97%    |                     | \$ 788,614.65   | 99.97%    |                       | \$ 788,614.65         | \$ (218.10)   | -                     |
| CHANGE ORDER ITEMS (6 Supplemental Items by Change Order): |                                             |      |                             |                             |     |                          |            |                        |                              |                          |           |                     |                 |           |                       |                       |               | -                     |
| COI HMA Driveway Patching                                  |                                             |      | 7                           | \$ 794.36                   |     | 7                        | TN         | \$ 794.36              | 7                            | \$ 794.36                | 100.00%   | 7                   | \$ 794.36       | 100.00%   | 0                     | \$ 794.36             | \$ -          | -                     |
| Project TOTALS=                                            |                                             |      |                             | \$ 789,627.11               |     |                          |            | \$ 789,627.11          |                              | \$ 789,409.01            | 99.97%    |                     | \$ 789,409.01   | 99.97%    |                       | \$ 789,409.01         | \$ (218.10)   | -                     |

Net Change from Change Orders = \$ 794.36  
ADD / (LESS) As-Built Reconciliation of Installed Quantities Vs Estimated = \$ (218.10)  
TOTAL CHANGE FROM CHANGE ORDERS (Including As-Built Reconciliation) = \$ 576.26  
Change to Contract Price as Percent of ORIGINAL Contract Value = 0.07%  
Change to Contract Price as Percent of FINAL Contract Value = 0.07%

|    |                                       |                                                         |
|----|---------------------------------------|---------------------------------------------------------|
| 1  | Original Contract Price               | \$ 788,832.75                                           |
| 2  | Change Orders                         | \$ 576.26 Include As-Built CO ? (Y or N)                |
| 3  | Current Contract Price                | \$ 789,409.01                                           |
| 4  | Completed to Date                     | \$ 789,409.01 ("PTD Contractor Submittal")              |
| 5  | Retainage                             | 0.0% \$ - (5% before Substantial Completion 2.5% after) |
| 6  | Complete LSS Retainage                | \$ 789,409.01                                           |
| 7  | Previous Payments                     | \$ 742,193.21                                           |
| 8  | Additional Eng Costs                  | \$ -                                                    |
| 9  | DUE this Application                  | \$ 47,215.80                                            |
| 10 | Balance to Finish Including Retainage | \$ -                                                    |
| 11 |                                       |                                                         |

CONTRACTOR PTD PAYMENTS:

|               |               |
|---------------|---------------|
| Payment No.1  | \$ 89,091.00  |
| Payment No.2  | \$ 224,864.81 |
| Payment No.3  | \$ 218,122.22 |
| Payment No.4  | \$ 190,109.18 |
| Payment No.5  |               |
| Payment No.6  |               |
| Payment No.7  |               |
| Payment No.8  |               |
| Payment No.9  |               |
| Payment No.10 |               |
| Payment No.11 |               |
| Payment No.12 |               |

Line 10 PLUS 11 \$ 47,215.80

YTD PAID TO CONTRACTOR = \$ 742,193.21  
As-Built Value = \$ 789,409.01  
Balance = \$ 47,215.80

NOTES:

Value lost at 14:25 10PLT was not replaced/locked away  
Increased quantities related to storm sewer revision between MH1 100 & MH1 12 = Replaced existing storm sewer on Ridgeway Dr & Willow Ridge per Owner's direction.

Deleted quantities related to storm sewer revision. Eliminated 2 each materials: combined laterals as directed by Owner.

Salvaged 1 each existing casting/chimney - no reconstruct/replacement necessary.

was deleted per village

Additional driveway replacement per village request

## Doug Kroes

---

**From:** dough@sopercompanies.com  
**Sent:** Tuesday, October 26, 2021 5:28 PM  
**To:** 'Brian Kober'  
**Cc:** Doug Kroes; 'Ethan Engel'; brianh@sopercompanies.com; 'Jen Keller'; Joseph Coe  
**Subject:** RE: Schedule update

Hi Brian,

An update to the schedule is below, right now the issue is with the paving. I spoke with Stark Pavement, and the first they can get there is the week of the 8<sup>th</sup>. They said if there schedule changes they will update us. They are working to get there earlier, and the issue with them is freeing up a paving crew. They have told us that the concrete contractors have them backed up also. I have tried to get them in for next week, but there is know way they can get there.

I have scheduled All-ways to get in to do the restoration at the tail end of next week, after there is enough cure on the walks. They anticipated it would take them about 2.5 days to complete the restoration work.

I'm sorry, I know this is not what the Village wants to hear, and it's not what we want to hear either. Please contact us with your concerns, and or questions.

Concrete completion: 29<sup>th</sup> or the 30<sup>th</sup> October

Topsoil Restoration: 4<sup>th</sup>-8<sup>th</sup> November

Road Fine Grading: 8<sup>th</sup>-9<sup>th</sup> November

Roadway Paving: 10<sup>th</sup>-11<sup>th</sup> November

Thank you,

**Doug Hansen**  
**Project Manager**  
**Soper Companies**  
[sopercompanies.org](http://sopercompanies.org)  
139 E Packer Avenue, Oshkosh, WI 54901  
O: 920-233-4869 | C: 920-573-0354



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---

**From:** Brian Kober <brian.kober@villageofjackson.com>  
**Sent:** Thursday, October 21, 2021 11:45 AM  
**To:** dough@sopercompanies.com



**Cc:** Doug Kroes <doug.kroes@cedarcorp.com>; Ethan Engel <ethane@sopercompanies.com>; brianh@sopercompanies.com; Jen Keller <jen.keller@villageofjackson.com>; Joseph Coe <joe.coe@cedarcorp.com>  
**Subject:** RE: Schedule update

Doug,

Thanks for the email and the update on the project.

The Village of Jackson is requiring a new project schedule with the new completion date. Please submit asap.

Since Sommers has started today October 21<sup>st</sup> on the sidewalk, we will see how far they get to determine any safety measures for safe passage of trick or treaters on October 31<sup>st</sup>.

If you have any questions please do not hesitate to ask.

Brian W. Kober. P.E.  
Director of Public Works/Village Engineer  
Village of Jackson  
W194 N16660 Eagle Drive  
PO Box 637  
Jackson, WI 53037  
Phone: 262-677-0707  
Fax: 262-677-8770

---

**From:** [dough@sopercompanies.com](mailto:dough@sopercompanies.com) <[dough@sopercompanies.com](mailto:dough@sopercompanies.com)>  
**Sent:** Wednesday, October 20, 2021 3:35 PM  
**To:** Brian Kober <[brian.kober@villageofjackson.com](mailto:brian.kober@villageofjackson.com)>  
**Cc:** Doug Kroes <[doug.kroes@cedarcorp.com](mailto:doug.kroes@cedarcorp.com)>; Ethan Engel <[ethane@sopercompanies.com](mailto:ethane@sopercompanies.com)>; [brianh@sopercompanies.com](mailto:brianh@sopercompanies.com)  
**Subject:** RE: Schedule update

Hi Brian,  
Sommers has informed me that they will be on Willow Ridge tomorrow.

Thank you,

**Doug Hansen**  
**Project Manager**  
**Soper Companies**  
[sopercompanies.org](http://sopercompanies.org)  
139 E Packer Avenue, Oshkosh, WI 54901  
O: 920-233-4869 | C: 920-573-0354



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**From:** [dough@sopercompanies.com](mailto:dough@sopercompanies.com) <[dough@sopercompanies.com](mailto:dough@sopercompanies.com)>  
**Sent:** Wednesday, October 20, 2021 2:01 PM  
**To:** 'Brian Kober' <[brian.kober@villageofjackson.com](mailto:brian.kober@villageofjackson.com)>  
**Cc:** Doug Kroes <[doug.kroes@cedarcorp.com](mailto:doug.kroes@cedarcorp.com)>; Ethan Engel <[ethane@sopercompanies.com](mailto:ethane@sopercompanies.com)>;  
[brianh@sopercompanies.com](mailto:brianh@sopercompanies.com)  
**Subject:** Schedule update

Hi Brian,

A quick update on the concrete production on Willow Ridge. I was in contact with Sommers Construction this morning. Aaron Sommers had told me that they were going to be self-performing the concrete work for the street. He said that they would be onsite Thursday or Friday, I will try to pin him down on the specific day.

We are deeply sorry for the delay on the project, and the inconvenience to the Village, and the residents on Willow Ridge. We are trying to accommodate everyone as much as possible. We have searched the state looking for a contractor to perform the work with no luck. The answer was the same from all we contacted, they had no capacity to perform the work, with the lone exception of DC Burbach, which he was still out until the 1<sup>st</sup> of November.

Again we are sorry for the delay & inconvenience. Our goal is to get this project finished this year. Please contact us with any questions, or concerns.

Thank you,

**Doug Hansen**  
**Project Manager**  
**Soper Companies**  
[sopercompanies.org](http://sopercompanies.org)  
139 E Packer Avenue, Oshkosh, WI 54901  
O: 920-233-4869 | C: 920-573-0354



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**Brian Kober**

**From:** Doug Kroes <doug.kroes@cedarcorp.com>  
**Sent:** Wednesday, December 7, 2022 2:40 PM  
**To:** Jackie Walton-Kumbier  
**Cc:** Doug Hansen; Brian Kober  
**Subject:** RE: Jackson-Willow Ridge Drive: Application for Payment No. 5 - Engineer's Review Comments 12/7/22

Jackie:

Thank you for the information. At this point in time, the Owner would like to retain \$5,000.00 until outstanding items are completed within Spring of 2023. Therefore, Application for Payment No. 5 should resemble the following:

|    |                                       |      |             |
|----|---------------------------------------|------|-------------|
| 1  | Original Contract Price               | \$   | 788,832.75  |
| 2  | Change Orders                         | \$   | 226.26      |
| 3  | Current Contract Price                | \$   | 789,059.01  |
| 4  | Completed to Date                     | \$   | 789,059.01  |
| 5  | Retainage                             | 0.0% | \$ 5,000.00 |
| 6  | Complete LESS Retainage               | \$   | 784,059.01  |
| 7  | Previous Payments                     | \$   | 742,193.21  |
| 8  | LDs                                   | \$   | -           |
| 9  | Additional Eng Costs                  | \$   | -           |
| 10 | DUE this Application                  | \$   | 41,865.80   |
| 11 | Balance to Finish Including Retainage | \$   | 5,000.00    |

ALSO, as there has been only one change order for this contract, your change order summary within the application form should resemble the following:

**Change Order Summary**

| Approved Change Orders         |           |                                          |
|--------------------------------|-----------|------------------------------------------|
| Number                         | Additions | Deductions<br>(Enter as Positive Number) |
| 1                              | \$794.36  | \$568.10                                 |
| X                              | \$794.36  | \$215.10                                 |
| X                              |           | \$300.00                                 |
|                                |           |                                          |
|                                |           |                                          |
|                                |           |                                          |
|                                |           |                                          |
|                                |           |                                          |
| TOTALS                         | \$794.36  | \$568.10                                 |
| NET CHANGE BY<br>CHANGE ORDERS | \$226.26  |                                          |

IN REGARD TO FINAL PAYMENT WITHIN 2023 (Application No. 6 – FINAL), considering all other items are submitted with application no. 5, the only documents required with application no. 6 FINAL will be:

1. Final Lien Waiver: Lawn Restoration Contractor
2. Consent of Surety to Final Payment
3. Certificate of Completed Operations Insurance

Therefore, please resubmit Application No. 5 with revisions as stated above plus any outstanding final lien waivers along with the partial lien waiver from your lawn restoration contractor.

Please feel free to contact me should you have any questions.

Thank you,

## **Doug Kroes**

Senior Construction Manager

Cedar Corporation

W61 N497 Washington Avenue | Cedarburg | WI | 53012

Office: 262-204-2360 ext 1403 | TF: 800-472-7372

Cell: 920-246-6326

[doug.kroes@cedarcorp.com](mailto:doug.kroes@cedarcorp.com)

[www.cedarcorp.com](http://www.cedarcorp.com) | [LinkedIn](#) | [Facebook](#) | [Twitter](#)

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**From:** Jackie Walton-Kumbier <[jackiew@sopercompanies.com](mailto:jackiew@sopercompanies.com)>

**Sent:** Friday, December 2, 2022 12:39 PM

**To:** Doug Kroes <[doug.kroes@cedarcorp.com](mailto:doug.kroes@cedarcorp.com)>

**Cc:** Doug Hansen <[dough@sopercompanies.com](mailto:dough@sopercompanies.com)>

**Subject:** Jackson-Willow Ridge Drive

Close-Out documents. I am waiting on a few lien waivers from subcontractors but will forward when I get them.

Thank you,

## **Jackie Walton-Kumbier**

Project Administrator

Soper Sewer & Water LLC



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

3420 Jackson Street Suite A

Oshkosh, WI 54901

Office: 920-233-4869 ext, 1206

# LISTING OF PUNCH LIST ITEMS

|                                                      |
|------------------------------------------------------|
| PROJECT ID: <b>Willow Ridge Drive Reconstruction</b> |
| PROJECT NO.: <b>05789-0013</b>                       |
| CONTRACTOR: <b>Soper Companies</b>                   |
| CLIENT: <b>Village of Jackson</b>                    |



| Item No. | Item ID:<br>(MH, Hyd, MAIN, etc.) | ITEM LOCATION<br>(Sta./Structure No. /Address, etc.) | DESCRIPTION OF DEFICIENCY / WORK TO COMPLETE                                                                                  | ITEM NOTED |     | ITEM COMPLETE |                         |
|----------|-----------------------------------|------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|------------|-----|---------------|-------------------------|
|          |                                   |                                                      |                                                                                                                               | DATE       | BY  | DATE          | INSPECTED / VERIFIED BY |
|          |                                   |                                                      |                                                                                                                               |            |     |               |                         |
| 1        | Mail Boxes                        | Throughout                                           | Reinstall all mail boxes removed as part of construction.                                                                     | 11/12/21   | JCC | 11/30/21      | JCC                     |
| 2        | Concrete Joints                   | Flat Work                                            | Fill in excessive expansion joint gaps within areas identified by Owner/Engineer in the manner approved by the Owner.         | 11/12/21   | JCC | 11/15/21      | JCC                     |
| 3        | Test Results                      | Concrete Work                                        | Submit all remaining concrete testing results as required by Sections 32 16 13 & 32 16 23 of the contract documents.          | 11/18/21   | DTK | 6/17/22       | DTK                     |
| 4        | Test Results                      | HMA Pavement                                         | Submit density testing results as required by Section 32 12 00 of the contract documents                                      | 11/18/21   | DTK | 11/30/21      | DTK                     |
| 5        | Lawn Restoration                  | All restored/seeded areas                            | Perform maintenance and monitoring responsibilities within all seeded areas as required within Section 32 92 00               | 6/20/22    | JCC |               |                         |
| 6        | Record Documents                  |                                                      | Submit record drawing information as required within Section 01 78 39 of the contract documents.                              | 11/18/21   | DTK | 6/16/22       | DTK                     |
| 7        | Inlet Protection                  | Inspection & Maintenance                             | Inspect and maintain/replace inlet protection fabric until disturbed soil areas are permanently stabilized as defined by WDNR | 11/18/21   | DTK | 6/20/22       | JCC                     |
| 8        | Reporting                         | Erosion & Sediment Controls                          | Submit weekly/rain event erosion control inspection reports as required by Section 31 25 00 of the contract documents.        | 11/18/21   | DTK | 11/23/21      | DTK                     |
| 9        | Traffic Control Devices           | Installed Locations                                  | Remove devices from site when complete.                                                                                       | 11/18/21   | JCC | 11/30/21      | JCC                     |
| 10       | Chimney Seals                     | Sanitary Manholes                                    | Install internal chimney seals within all sanitary manholes as specified.                                                     | 11/18/21   | JCC | 11/30/21      | JCC                     |
| 11       | Temporary Mailboxes               | Installed Locations                                  | Remove temporary mailboxes following reestablishment of normal mail delivery route.                                           | 11/18/21   | JCC | 11/30/21      | JCC                     |

# LISTING OF PUNCH LIST ITEMS

|                                                      |
|------------------------------------------------------|
| PROJECT ID: <b>Willow Ridge Drive Reconstruction</b> |
| PROJECT NO.: <b>05789-0013</b>                       |
| CONTRACTOR: <b>Soper Companies</b>                   |
| CLIENT: <b>Village of Jackson</b>                    |



| Item No. | Item ID:<br>(MH, Hyd, MAIN, etc.) | REVISED: 1/16/2023                                   |                                                                                                                                   | ITEM NOTED |          | ITEM COMPLETE |                         |
|----------|-----------------------------------|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|------------|----------|---------------|-------------------------|
|          |                                   | ITEM LOCATION<br>(Sta./Structure No. /Address, etc.) | DESCRIPTION OF DEFICIENCY / WORK TO COMPLETE                                                                                      | DATE       | BY       | DATE          | INSPECTED / VERIFIED BY |
| 12       | Site Clean-up                     | Roadways, Sidewalks, Etc.                            | Clean all pavements, sidewalks, etc. within areas used for topsoil stockpiling and/or placement.                                  | 11/18/21   | JCC      | 6/9/22        | JCC                     |
| 13       | Driveway                          | W203N17084 Willow Ridge Drive                        | Replace cracked section of driveway (Cracked NE corner)                                                                           | 11/29/21   | JCC      | 6/9/22        | JCC                     |
| 14       | Lawn Restoration                  | Throughout                                           | Add topsoil and grade to provide proper drainage (Pay extra attention to lot north of Chateau Drive)                              | 6/20/22    | JCC      |               |                         |
| 15       | Lawn Restoration                  | Throughout                                           | Reseed, fertilize and mulch as needed                                                                                             | 6/20/22    | JCC      |               |                         |
| 16       | Concrete                          | N170W20176                                           | Remove and replace cracked section of driveway approach                                                                           | 4/21/22    | JCC      | 6/9/22        | JCC                     |
| 17       | Concrete                          | N170W20154                                           | Repair driveway approach (East side)                                                                                              | 4/21/22    | JCC      | 6/9/22        | JCC                     |
| 19       | Concrete                          | N170W20297                                           | Patch hole in sidewalk                                                                                                            | 4/21/22    | JCC      | 6/9/22        | JCC                     |
| 20       | Concrete                          | N170W20157                                           | Grind tree stump (To be done by Village)                                                                                          | 4/21/22    | JCC      | 6/9/22        | JCC                     |
| 21       | Concrete                          | N170W20061                                           | Repair chipped sidewalk - west side of lot                                                                                        | 4/21/22    | JCC      | 6/9/22        | JCC                     |
| 22       | Bush                              | N170W20106                                           | Replace bush east side of property                                                                                                | 4/21/22    | JCC      | 6/9/22        | JCC                     |
| 23       | Concrete                          |                                                      | Patch deep impressions left in concrete surface by leaves - W20229, W20201, W19981, W19959, W20374 Hunter Drive                   | 4/21/22    | JCC      | 6/9/22        | JCC                     |
| 24       | Concrete                          | NW corner of Ridgeway Dr and Willow Ridge Dr         | Replace Pedestrian ramp (Midwest Fibre)                                                                                           | 4/21/22    | JCC      | 6/9/22        | JCC                     |
| 25       | Sanitary MH Flowlines             | MHs: 1, 2 & 3                                        | Manhole flowlines are accumulating debris. Inspect and address as necessary (Coordinate Inspection w/ Owner's staff as requested) | 5/19/22    | B. Kober |               |                         |
| 26       | Lawn Restoration                  | N170W20342 Willow Ridge                              | Address deficiencies within lawn restoration areas.                                                                               | 5/23/22    | B. Kober |               |                         |

# LISTING OF PUNCH LIST ITEMS

|                                                      |
|------------------------------------------------------|
| PROJECT ID: <b>Willow Ridge Drive Reconstruction</b> |
| PROJECT NO.: <b>05789-0013</b>                       |
| CONTRACTOR: <b>Soper Companies</b>                   |
| CLIENT: <b>Village of Jackson</b>                    |



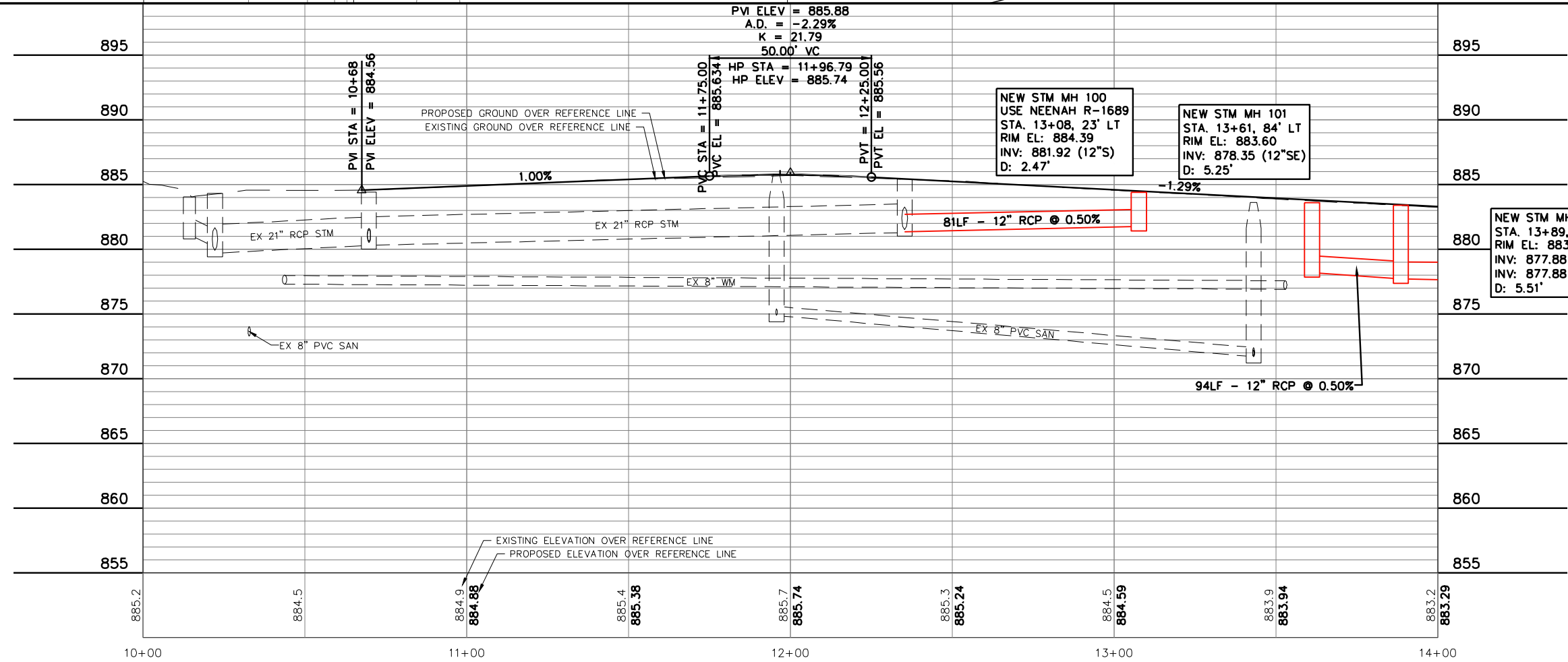
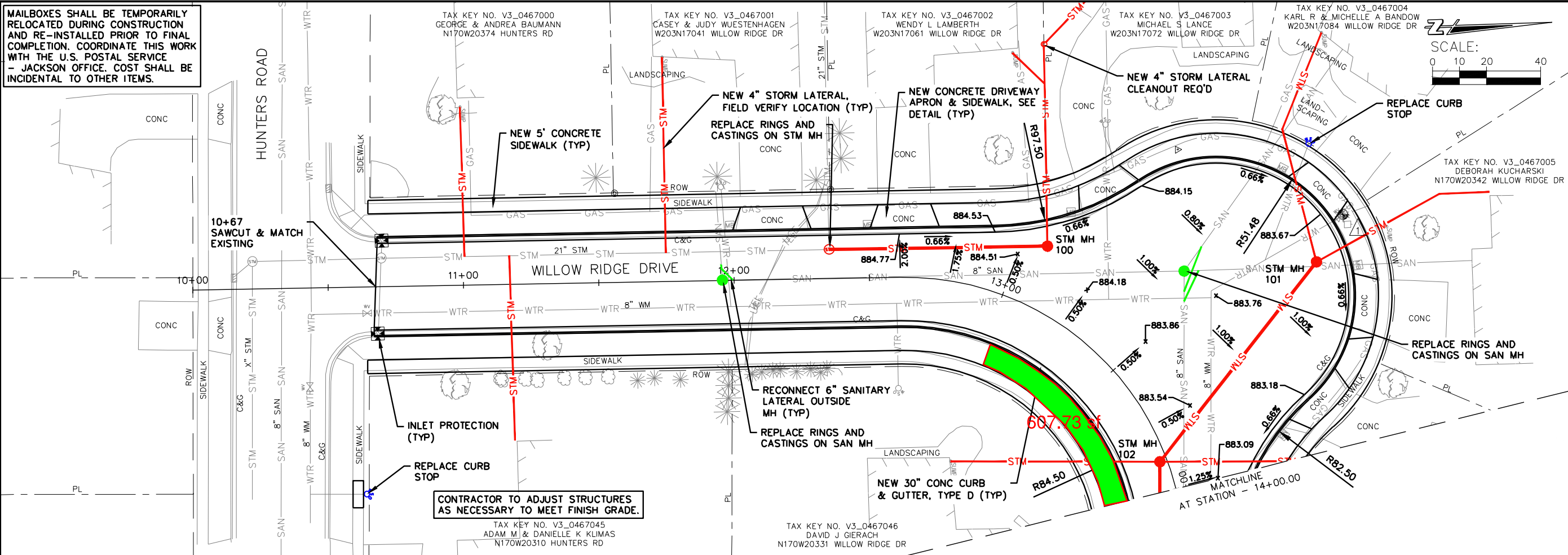
| Item No. | Item ID:<br>(MH, Hyd, MAIN, etc.) | ITEM LOCATION<br>(Sta./Structure No. /Address, etc.) | DESCRIPTION OF DEFICIENCY / WORK TO COMPLETE                                                                                                                                                                                                                                                                                          | ITEM NOTED |          | ITEM COMPLETE |                         |
|----------|-----------------------------------|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|---------------|-------------------------|
|          |                                   |                                                      |                                                                                                                                                                                                                                                                                                                                       | DATE       | BY       | DATE          | INSPECTED / VERIFIED BY |
|          |                                   |                                                      |                                                                                                                                                                                                                                                                                                                                       |            |          |               |                         |
|          |                                   |                                                      |                                                                                                                                                                                                                                                                                                                                       |            |          |               |                         |
| 27       | Lawn Restoration                  | N170W19982 Willow Ridge                              | Address deficiencies within lawn restoration areas.                                                                                                                                                                                                                                                                                   | 5/24/22    | B. Kober |               |                         |
| 28       | Inlet protection                  | Throughout                                           | Remove inlet protection                                                                                                                                                                                                                                                                                                               | 6/9/22     | JCC      | 6/20/22       | JCC                     |
| 29       | Bush                              | N170W20229                                           | Home owner complaint-Bush was removed during storm lateral installation and was replanted. Resident said bush was not replanted in the same spot and the bushes in front of house are no longer evenly spaced. He also said that the bush growth is stunted and is turning brown. Investigate and take any corrective measures needed | 6/9/22     | JCC      |               |                         |
| 30       | Sidewalk                          | N170W20106                                           | Remove and replace cracked sidewalk section.                                                                                                                                                                                                                                                                                          | 6/20/22    | JCC      |               |                         |
| 31       | Resoration                        | Lot between N170W20106 and N170W20058                | Remove exposed large stone/rock, fill voids and restore                                                                                                                                                                                                                                                                               | 12/7/22    | JCC      |               |                         |
| 32       | Resoration                        | See Exhibit                                          | Restore areas indicated on exhibit (Fill low areas , grade, seed, fertilize)                                                                                                                                                                                                                                                          | 12/7/22    | JCC      |               |                         |

NOTE: This list may not be all-inclusive and the failure to include an item within it does not alter the responsibility of the CONTRACTOR and/or DEVELOPER to complete all the Work in accordance with the Contract Documents and/or Development Agreement.



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MAILBOXES SHALL BE TEMPORARILY  
RELOCATED DURING CONSTRUCTION  
AND RE-INSTALLED PRIOR TO FINAL  
COMPLETION. COORDINATE THIS WORK  
WITH THE U.S. POSTAL SERVICE  
- JACKSON OFFICE. COST SHALL BE  
INCIDENTAL TO OTHER ITEMS.



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| BOOK NO.       |              |
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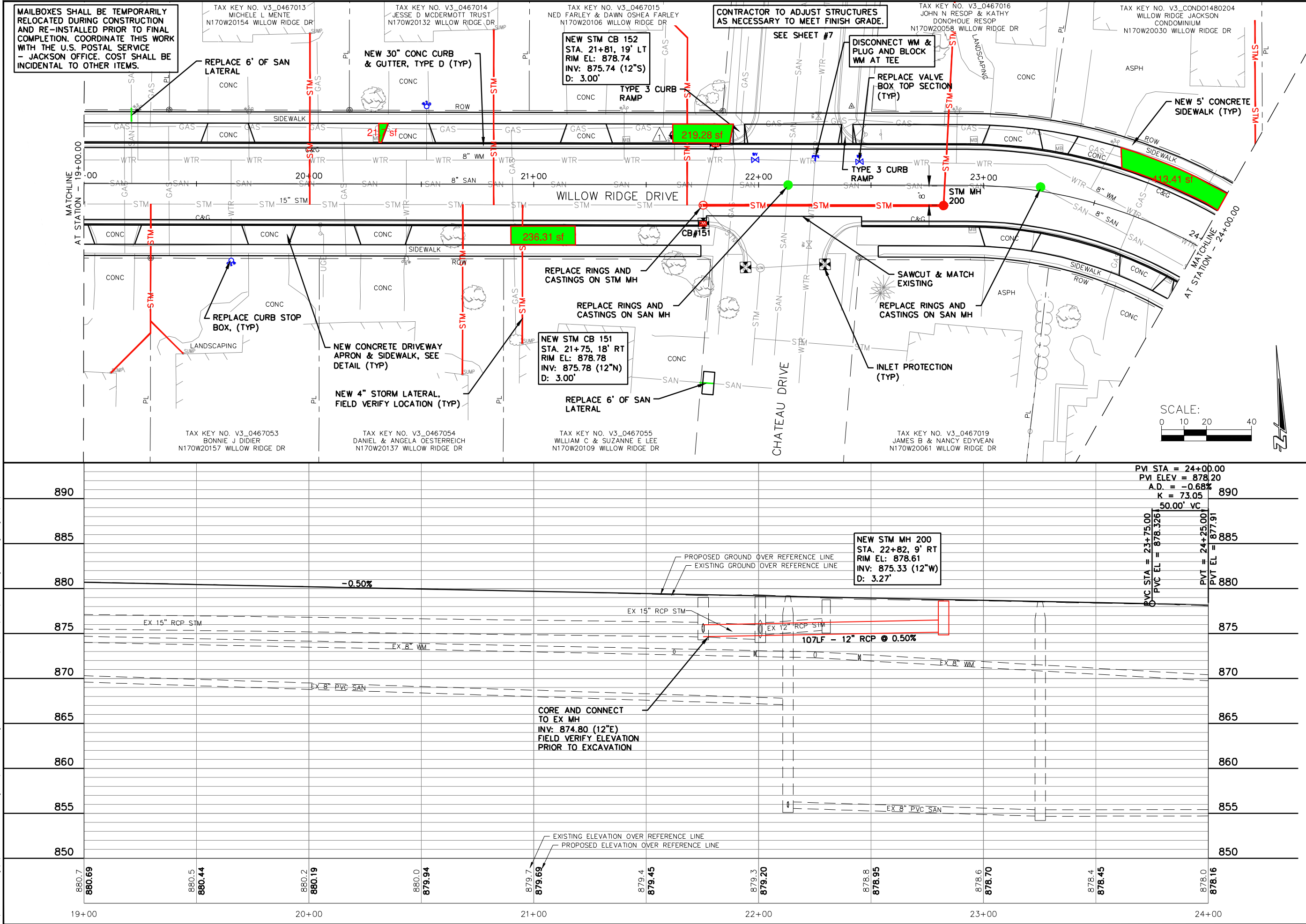
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847-262-2042  
FAX 847-262-2043

1635 Bellevue Street  
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Waukegan, IL 60087  
847-262-2042  
FAX 847-262-2043

604 Wilson Ave.  
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Waukegan, IL 60087  
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WASHINGTON COUNTY, WISCONSIN  
WILLOW RIDGE DRIVE PLAN AND PROFILE

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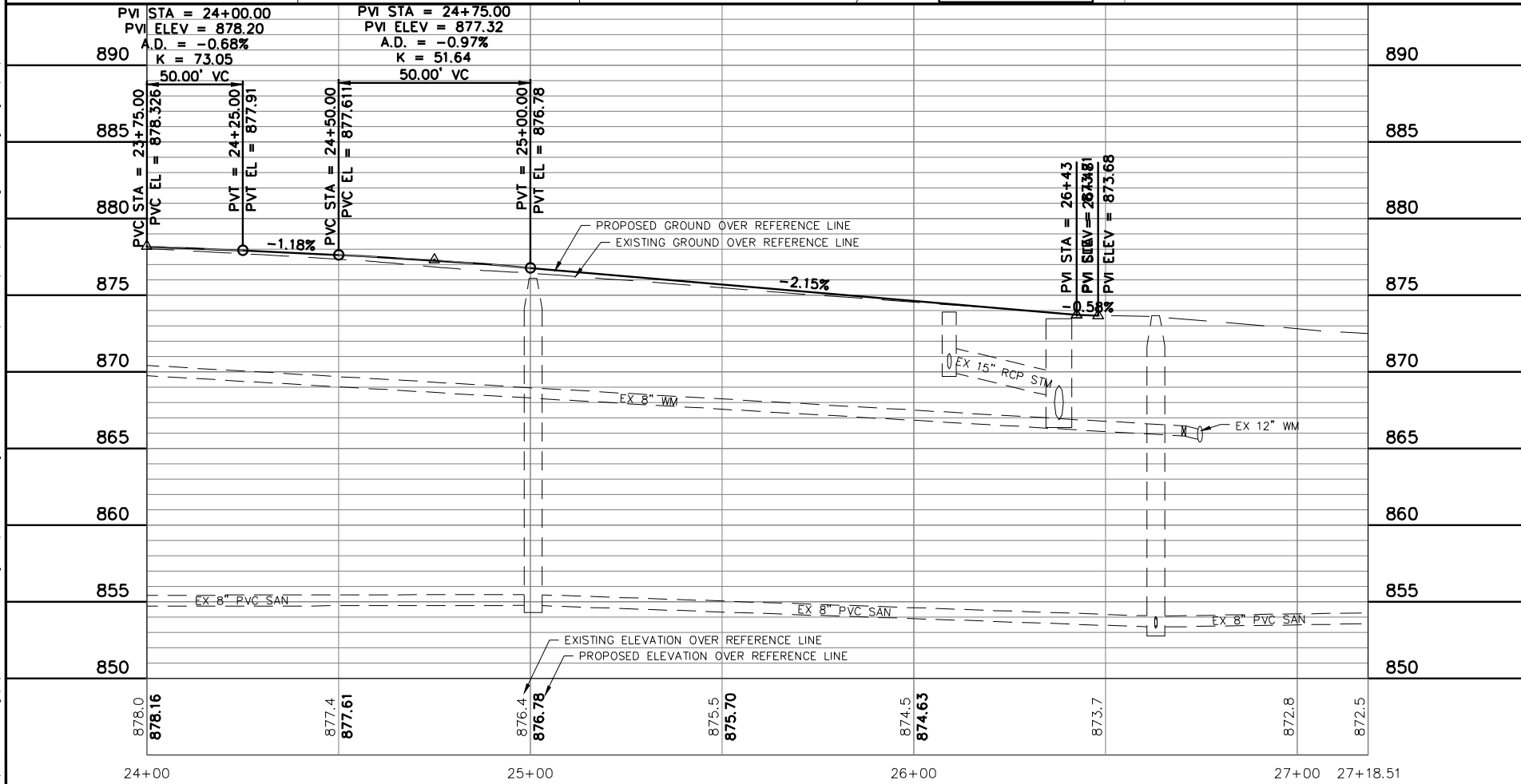
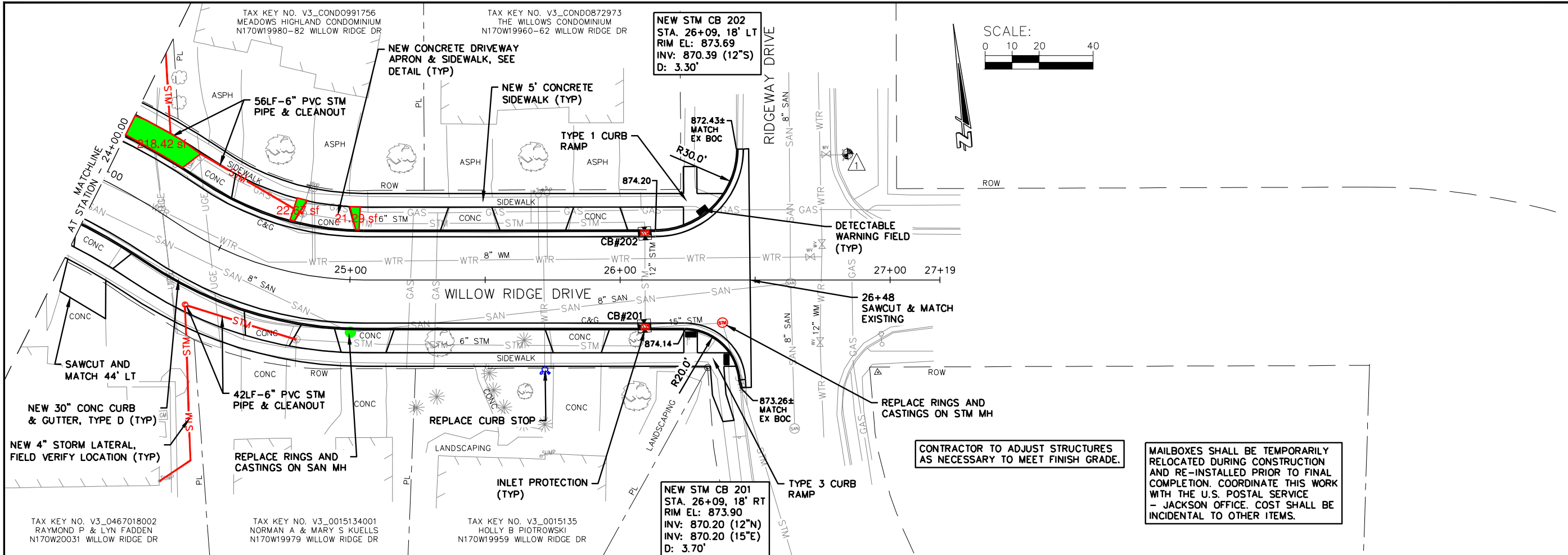
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WILLOW RIDGE DRIVE PLAN AND PROFILE

|           |
|-----------|
| SHEET NO. |
| 6 OF 23   |

# Memo

**To:** Jen Keller, Village Administrator

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

**Subject:** STH 60 – 2023 Utility Upgrade Project  
Construction Cost and Preliminary Assessment

**Date:** February 10, 2023

**CC:** Budget and Finance Committee; Village Board

After the award of the contract to Advanced Construction, the project management team has discussed the importance of best practices to complete the project and also identified a need to make a change to the project by replacing the water main on Jackson Drive.

Advanced Construction has proposed to pipe burst the sanitary laterals instead of an open cut process. The pipe bursting method would save roughly \$91,000.00 in the project just on piping. There are other savings of lawn restoration, backfill material, etc. that will be saved but not calculated at this time.

The water main change had an additional cost of \$85,311.00. Due to changing to pipe bursting, the contract price will not have to be amended for the addition of the water main. Similar to past contract management processes, the price changes will be managed through a change order before the first pay request.

Upon approval of Preliminary Special Assessments by the Village Board at the February 14<sup>th</sup> meeting, a letter will be sent all property owners and tenants within the project limits.

Project work will start outside of the Right of Way (ROW) using single lane closures on the west and east end of the project the week of February 13<sup>th</sup>. The week of March 6<sup>th</sup>, construction work will occur in the ROW. Both lanes of STH 60 will be detoured at this time. The detour route spans east to west from Eagle Drive to CTH P and utilizes CTH G to CTH NN to CTH P and will be in effect on March 6<sup>th</sup>. The detour is anticipated to be in effect until June but is subject to change as weather delays or unforeseen project delays may occur. Business owners along Main Street will receive routine email updates during the project to help them and their customers get to their businesses.

If you have any questions, please let me know.

Brian W. Kober, P.E.



## BID SCHEDULE

| Item No                          | Item Description                                       | Units | Quantity | Unit Price   | Bid Amount           |
|----------------------------------|--------------------------------------------------------|-------|----------|--------------|----------------------|
| <b>SECTION 100 ROADWAY ITEMS</b> |                                                        |       |          |              |                      |
| 100-01                           | Removing Curb                                          | LF    | 6        | \$ 7.00      | \$ 42.00             |
| 100-02                           | Removing Curb & Gutter                                 | LF    | 675      | \$ 5.00      | \$ 3,375.00          |
| 100-03                           | Removing Concrete Sidewalk and Driveways               | SY    | 945      | \$ 5.00      | \$ 4,725.00          |
| 100-04                           | Base Aggregate Dense 1 1/4-Inch                        | TON   | 1,480    | \$ 15.80     | \$ 23,384.00         |
| 100-05                           | Base Aggregate Open-Graded                             | TON   | 1,100    | \$ 23.00     | \$ 25,300.00         |
| 100-06                           | Concrete Driveway 6-Inch                               | SY    | 330      | \$ 75.65     | \$ 24,964.50         |
| 100-07                           | Concrete Driveway 8-Inch                               | SY    | 80       | \$ 77.00     | \$ 6,160.00          |
| 100-08                           | Drilled Tie Bars                                       | EACH  | 545      | \$ 9.00      | \$ 4,905.00          |
| 100-09                           | HMA Pavement 3 MT 58-28 S                              | TON   | 1,030    | \$ 275.00    | \$ 283,250.00        |
| 100-10                           | HMA Pavement 4 MT 58-28 S                              | TON   | 31       | \$ 510.00    | \$ 15,810.00         |
| 100-11                           | Asphaltic Surface                                      | TON   | 17       | \$ 510.00    | \$ 8,670.00          |
| 100-12                           | Asphaltic Surface Driveways and Field Entrances        | TON   | 42       | \$ 510.00    | \$ 21,420.00         |
| 100-13                           | Concrete Curb Type D                                   | LF    | 6        | \$ 48.00     | \$ 288.00            |
| 100-14                           | Concrete Curb & Gutter 30-Inch Type D                  | LF    | 675      | \$ 42.75     | \$ 28,856.25         |
| 100-15                           | Concrete Sidewalk 5-Inch                               | SF    | 4,785    | \$ 8.00      | \$ 38,280.00         |
| 100-16                           | Concrete Steps                                         | SF    | 30       | \$ 55.00     | \$ 1,650.00          |
| 100-17                           | Pipe Underdrain Wrapped 4-Inch                         | LF    | 580      | \$ 55.00     | \$ 31,900.00         |
| 100-18                           | Mobilization                                           | EACH  | 1        | \$ 35,000.00 | \$ 35,000.00         |
| 100-19                           | Lawn Restoration                                       | SY    | 1,485    | \$ 10.00     | \$ 14,850.00         |
| 100-20                           | Inlet Protection Type C                                | EACH  | 35       | \$ 55.00     | \$ 1,925.00          |
| 100-21                           | Geotextile Type SAS                                    | SY    | 915      | \$ 2.50      | \$ 2,287.50          |
| 100-22                           | Marking Line Paint 4-Inch                              | LF    | 6,405    | \$ 1.35      | \$ 8,646.75          |
| 100-23                           | Marking Line Paint 8-Inch                              | LF    | 155      | \$ 2.55      | \$ 395.25            |
| 100-24                           | Marking Arrow Paint                                    | EACH  | 4        | \$ 95.00     | \$ 380.00            |
| 100-25                           | Marking Word Paint                                     | EACH  | 1        | \$ 125.00    | \$ 125.00            |
| 100-26                           | Marking Railroad Crossing Paint                        | EACH  | 2        | \$ 450.00    | \$ 900.00            |
| 100-27                           | Marking Stop Line Paint 18-Inch                        | LF    | 45       | \$ 5.85      | \$ 263.25            |
| 100-28                           | Marking Diagonal Paint 6-Inch                          | LF    | 6        | \$ 2.25      | \$ 13.50             |
| 100-29                           | Marking Crosswalk Paint Transverse Line 6-Inch         | LF    | 140      | \$ 2.25      | \$ 315.00            |
| 100-30                           | Marking Crosswalk Paint Block Style 24-Inch            | LF    | 25       | \$ 7.75      | \$ 193.75            |
| 100-31                           | Conduit Loop Detector                                  | LF    | 224      | \$ 16.50     | \$ 3,696.00          |
| 100-32                           | Loop Detector Wire                                     | LF    | 800      | \$ 2.35      | \$ 1,880.00          |
| 100-33                           | Sawing Asphalt                                         | LF    | 9,030    | \$ 2.00      | \$ 18,060.00         |
| 100-34                           | Sawing Concrete                                        | LF    | 2,660    | \$ 3.00      | \$ 7,980.00          |
| 100-35                           | Remove and Replace Retaining Wall                      | LS    | 1        | \$ 8,990.00  | \$ 8,990.00          |
| 100-36                           | Traffic Control and Detour                             | LS    | 1        | \$ 25,000.00 | \$ 25,000.00         |
| 100-37                           | Excavating, Hauling, and Disposal of Contaminated Soil | TON   | 990      | \$ 45.00     | \$ 44,550.00         |
| <b>SECTION 100 SUBTOTAL</b>      |                                                        |       |          |              | <b>\$ 698,430.75</b> |

## BID SCHEDULE

| Item No                                 | Item Description                                                                  | Units | Quantity | Unit Price  | Bid Amount      |
|-----------------------------------------|-----------------------------------------------------------------------------------|-------|----------|-------------|-----------------|
| <b>SECTION 200 SANITARY SEWER ITEMS</b> |                                                                                   |       |          |             |                 |
| 200-01                                  | Remove and Replace Sanitary Manhole Casting and Adjustment Rings                  | EACH  | 27       | \$ 4,500.00 | \$ 121,500.00   |
| 200-02                                  | Connect to Existing Sanitary Sewer Manhole                                        | EACH  | 1        | \$ 2,000.00 | \$ 2,000.00     |
| 200-03                                  | Connect to Existing Sanitary Sewer Main                                           | EACH  | 3        | \$ 2,000.00 | \$ 6,000.00     |
| 200-04                                  | Sanitary Sewer PVC 10-Inch, Granular Backfill                                     | LF    | 232      | \$ 200.00   | \$ 46,400.00    |
| 200-05                                  | Sanitary Sewer PVC 8-Inch, Slurry Backfill                                        | LF    | 1,099    | \$ 243.00   | \$ 267,057.00   |
| 200-06                                  | Sanitary Sewer PVC 10-Inch, Slurry Backfill                                       | LF    | 39       | \$ 300.00   | \$ 11,700.00    |
| 200-07                                  | Sanitary Sewer PVC 12-Inch, Slurry Backfill                                       | LF    | 1,402    | \$ 325.00   | \$ 455,650.00   |
| 200-07                                  | Sanitary Sewer Lateral 6-Inch, Granular Backfill                                  | LF    | 2,615    | \$ 145.00   | \$ 379,175.00   |
| 200-08                                  | Sanitary Sewer Lateral 6-Inch, Slurry Backfill                                    | LF    | 1,310    | \$ 197.00   | \$ 258,070.00   |
| 200-09                                  | Sanitary Manholes 4-FT Diameter With Casting                                      | EACH  | 10       | \$ 6,500.00 | \$ 65,000.00    |
| 200-10                                  | Sanitary Outside Drop Manholes 4-FT Diameter With Casting                         | EACH  | 2        | \$ 9,518.00 | \$ 19,036.00    |
| 200-11                                  | Abandon Sanitary Sewer - Jackson Drive                                            | LS    | 1        | \$ 1,500.00 | \$ 1,500.00     |
| <b>SECTION 200 SUBTOTAL</b>             |                                                                                   |       |          |             | \$ 1,633,088.00 |
| <b>SECTION 300 WATER MAIN ITEMS</b>     |                                                                                   |       |          |             |                 |
| 300-01                                  | Removing Hydrant                                                                  | EACH  | 2        | \$ 1,100.00 | \$ 2,200.00     |
| 300-02                                  | Connect to Existing Water Valve                                                   | EACH  | 2        | \$ 2,500.00 | \$ 5,000.00     |
| 300-03                                  | Connect to Existing Water Main Pipe                                               | EACH  | 2        | \$ 3,850.00 | \$ 7,700.00     |
| 300-04                                  | Remove and Replace Water Service Curb Box                                         | EACH  | 100      | \$ 2,800.00 | \$ 280,000.00   |
| 300-05                                  | Water Main PVC 6-Inch, Slurry Backfill                                            | LF    | 45       | \$ 315.00   | \$ 14,175.00    |
| 300-06                                  | Water Main PVC 12-Inch, Slurry Backfill                                           | LF    | 12       | \$ 550.00   | \$ 6,600.00     |
| 300-07                                  | Water Service Pipe 1¼-Inch, Granular Backfill                                     | LF    | 85       | \$ 150.00   | \$ 12,750.00    |
| 300-08                                  | Water Service Pipe 1¼-Inch, Slurry Backfill                                       | LF    | 120      | \$ 200.00   | \$ 24,000.00    |
| 300-09                                  | Water Service Saddle, Corporation Stop, Curb Stop, Curb Box and Couplings 1¼-Inch | EACH  | 3        | \$ 1,400.00 | \$ 4,200.00     |
| 300-10                                  | Water Gate Valve 12-Inch                                                          | EACH  | 1        | \$ 5,200.00 | \$ 5,200.00     |
| 300-11                                  | Water 45 Degree Bend 6-Inch                                                       | EACH  | 1        | \$ 500.00   | \$ 500.00       |
| 300-12                                  | Water 90 Degree Bend 6-Inch                                                       | EACH  | 3        | \$ 530.00   | \$ 1,590.00     |
| 300-13                                  | Hydrant                                                                           | EACH  | 2        | \$ 9,000.00 | \$ 18,000.00    |
| <b>SECTION 300 SUBTOTAL</b>             |                                                                                   |       |          |             | \$ 381,915.00   |
| <b>BID TOTAL</b>                        |                                                                                   |       |          |             | \$ 2,713,433.75 |

# Advance Construction, Inc.

2141 Woodale Ave  
Green Bay, WI 54313

Phone: (920) 434-3978  
Fax: (920) 434-6228

# QUOTE

Quote # 45620  
DATE: January 19th, 2023

**Bill To:**

Brian Kober  
Village of Jackson

| Advance Construction Rep | Job                   | Quote terms             |
|--------------------------|-----------------------|-------------------------|
| Shane Kofler             | Additional Water Main | Prices Good for 90 Days |

| Quantity | Unit | Description                                                 | Unit Price | Amount       |
|----------|------|-------------------------------------------------------------|------------|--------------|
| 1        | EA   | Temporary Blowoff                                           | 506.00     | \$ 506.00    |
|          |      |                                                             |            | \$ -         |
| 1        | EA   | Connect to existing water main with 12" gate valve          | 4,480.00   | \$ 4,480.00  |
|          |      |                                                             |            | \$ -         |
| 247      | LF   | 12 DI water main w/ fluorocarbon gaskets, granular backfill | 291.00     | \$ 71,877.00 |
|          |      |                                                             |            | \$ -         |
| 4        | EA   | 12" 22.5 deg bends                                          | 1,004.00   | \$ 4,016.00  |
|          |      |                                                             |            | \$ -         |
| 2        | EA   | Cap 12" Water                                               | 2,216.00   | \$ 4,432.00  |
|          |      |                                                             |            | \$ -         |
|          |      |                                                             |            | \$ -         |
|          |      |                                                             |            | \$ -         |
|          |      |                                                             |            | \$ -         |
|          |      |                                                             |            | \$ -         |
|          |      |                                                             |            | \$ -         |
|          |      |                                                             |            | \$ -         |
|          |      |                                                             |            | \$ -         |
|          |      |                                                             |            | \$ -         |

|          |              |
|----------|--------------|
| Subtotal | \$ 85,311.00 |
| Mark Up  | \$ -         |

|              |                     |
|--------------|---------------------|
| <b>TOTAL</b> | <b>\$ 85,311.00</b> |
|--------------|---------------------|

|                                                                                   |                                                                                                 |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
|  | SIGN LOCATION                                                                                   |
|  | TYPE III BARRICADE WITH SIGN                                                                    |
|  | PORTABLE CHANGEABLE MESSAGE BOARD                                                               |
|  | PROPOSED DETOUR ROUTE                                                                           |
|  | WORK AREA                                                                                       |
|  | PLACE TRAFFIC CONTROL SIGNS PER "DETAIL C" IN SOO "BARRICADES AND SIGNS FOR MANUPLINE CLOSURES" |
|  | PLACE TRAFFIC CONTROL SIGNS PER "DETAIL E" IN SOO "BARRICADES AND SIGNS FOR MANUPLINE CLOSURES" |
|  | PLACE TRAFFIC CONTROL SIGNS PER "DETAIL 4" IN SOO "BARRICADES AND SIGNS FOR SIDEROAD CLOSURES"  |

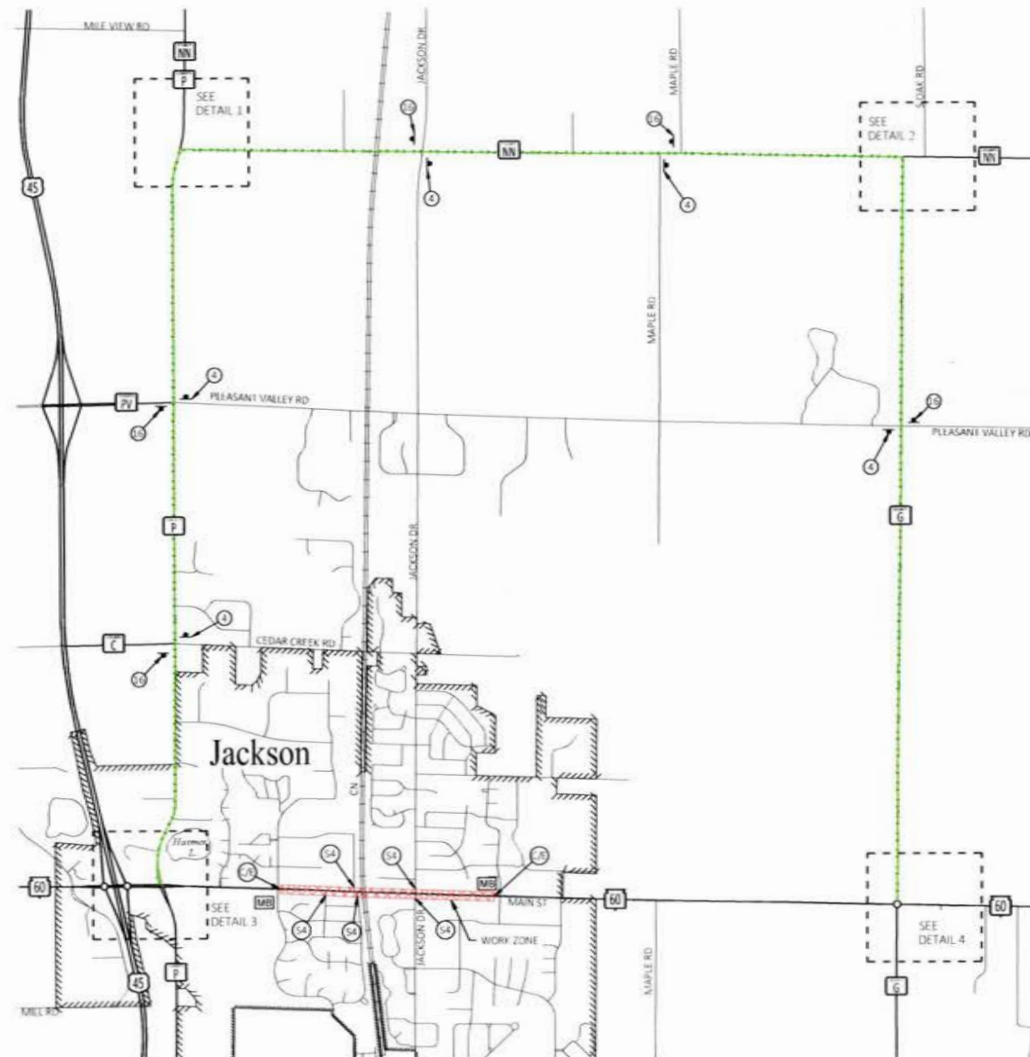
SEE S.D.D. "BARRICADES AND SIGNS FOR MAINLINE CLOSURES", "BARRICADES AND SIGNS FOR VARIOUS CLOSURES", "DETOUR SIGNING FOR MAINLINE CLOSURES", AND "BARRICADES AND SIGNS FOR SIDEROAD CLOSURES" FOR GENERAL NOTES AND SIGN SPACING REQUIREMENTS.

DRAWINGS SHOW TRAFFIC CONTROL FOR A TYPICAL SITUATION.  
ADDITIONAL TRAFFIC CONTROL DEVICES MAY BE REQUIRED AND/OR  
LAYOUT DETAILS MODIFIED DEPENDING ON FIELD CONDITIONS AND THE  
CONTRACTOR'S METHODS OR SEQUENCE OF OPERATION.

ALL EXISTING OR TEMPORARY SIGN MESSAGES THAT CONFLICT WITH THE  
DETOUR SHALL BE COVERED OR REMOVED.

MAP SHOWN IS NOT TO SCALE

| PCMS MESSAGES |                        |                     |
|---------------|------------------------|---------------------|
|               | 7 DAYS PRIOR TO DETOUR |                     |
| LOCATION      | PHASE 1<br>(2 SEC.)    | PHASE 2<br>(2 SEC.) |
| STH 60 EB     | ROAD CLOSED<br>BEGINS  | (DAY)<br>(DATE XX)  |
| STH 60 WB     | ROAD CLOSED<br>BEGINS  | (DAY)<br>(DATE XX)  |



|            |                   |
|------------|-------------------|
| Revisions: | Job No: VGI 22-01 |
|            | Date: 08/29/2022  |

|          |
|----------|
| Designed |
| Drawn    |
| Checked  |



85 South Pioneer Road, Suite 300  
Fond du Lac, WI 54806  
(920) 824-5720

Village of Jackson, WI  
STH 60 - Utility Upgrades  
CTH P - Ridgeway Drive

DETOUR

248

[illegible]





February 15, 2023

*Taking the lead in Washington County.*

«First\_Name» «Last\_Name»  
«Company\_Name»  
«Mailing\_Address»  
«City», «State» «ZIP\_Code»

RE: STH 60 (Main St) Utility Upgrade Project - CTH P to Eagle Drive  
Preliminary Assessment Letter

Dear «First\_Name» «Last\_Name» «Company\_Name»:

This letter is a notice for response of your property described with **Tax Key No.**  
«**Tax\_Key\_Number**» and located at «**Physical\_Address**», Jackson, WI.

WisDOT has scheduled a resurfacing project for Main Street (STH 60) in the year of 2024. Prior to the resurfacing of the road, the Jackson Sewer and Water Utilities will be replacing underground utility. The Village of Jackson has hired Gremmer & Associates, Inc, for the design and the inspection of the project. Advanced Construction from Green Bay is the contractor for the project. The project includes the following items: 1) Rebuilding of existing sanitary sewer manholes; 2) Repairing Existing Sanitary Sewer Main; 3) Replacing leaking sanitary sewer laterals; 4) Replacement of curb stops valve boxes; 5) Replacement of water main in Jackson Drive; and 6) Installation of new Streetlights.

Gremmer & Associates inspection team is Jeff Spaeth, Project Inspector, and Todd Drew, Onsite Inspector. The sanitary laterals are being repaired by M & E Construction from Kaukauna using the pipe bursting method. If you choose to have your lateral replaced by M & E, then another inspection will be conducted. You will be notified by the orange flyer attached. The pipe bursting price per foot is \$139.00.

The Jackson Sewer Utility has televised the sanitary sewer lateral and determined if the lateral needs to replacement. The condition of your sanitary lateral is  
«**Condition\_of\_Sanitary\_Lateral**». The preliminary assessment for the sanitary sewer replacement is «**Assessment**».

Property owners have the option of hiring their own contractor to replace the sanitary lateral outside the Right of Way (ROW) per project specifications. Please notify the Village immediately if you are proceeding with your own contractor replacing the sanitary lateral on your property. If you choose to hire your own contractor a plumbing permit will be required.

If you have any questions of the project, please call 262-677-0707 or email  
[brian.kober@villageofjacksonwi.gov](mailto:brian.kober@villageofjacksonwi.gov).

Sincerely,

*Brian W. Kober*

Brian W. Kober, P. E.  
Director of Public Works/Village Engineer

WI94N16660  
Eagle Drive  
Jackson, WI 53037  
Phone: 262-677-0707  
Fax: 262-677-8770

Mailing Address:  
P.O. Box 637

[www.villageofjackson.com](http://www.villageofjackson.com)

# M & E Construction

Kaukauna, WI

Dear Homeowner,

We will be starting the sewer lateral project on \_\_\_\_\_

During the projects we need access to your home for the date that is picked for you. Prior to that we may need to get into your basement if you don't know where your clean out is or where your lateral exits your home, please let us know that and if you have a finished basement when you confirm your scheduled date.

Your scheduled date is \_\_\_\_\_

Your lateral will be complete on the day that the work is scheduled unless something out of our control should come up.

Please respond by **telephone** for confirmation.      **Jay 920-371-0829**

Our scheduling is very important to us to get this work done in a timely manner. Your full cooperation will keep things moving smoothly for you and all your neighbors.

Thank you for your cooperation

**M & E Construction LLC**



| First Name        | Last Name          | Company Name               | City            | State | ZIP Code | Email Address | Physical Address             | Mailing Address           | Tax Key Number | Condition of Sanitary Lateral    | Length of Sanitary Lateral (ft) | Length of Water Lateral (ft) | Pipe Bursting per foot Cost | Cost per Foot Water Lateral | Sanitary Lateral Assessment Cost | Water Lateral Assessment Cost | Total Assessment Cost |
|-------------------|--------------------|----------------------------|-----------------|-------|----------|---------------|------------------------------|---------------------------|----------------|----------------------------------|---------------------------------|------------------------------|-----------------------------|-----------------------------|----------------------------------|-------------------------------|-----------------------|
|                   |                    | SNH SE Tenant TRS, Inc     | Spokane         | WA    | 99210    |               | N168 W2210-22022-22026 Main  | PO Box 2440               | V3 008200A     | Good Condition                   |                                 |                              |                             |                             |                                  |                               |                       |
| Don & Renee       | Kaiser             |                            | Jackson         | WI    | 53037    |               | N168 W21966 Main Street      | N168 W21966 Main Street   | V3 0082        | Good Condition                   |                                 |                              |                             |                             |                                  |                               |                       |
|                   |                    | SWC Jackson Properties LLC | Grafton         | WI    | 53024    |               | N168 W21962 Main Street      | 565 Cottonwood Lane       | V3 0083        | Call for Inspection              |                                 |                              |                             |                             |                                  |                               |                       |
| John              | Pribbernow         |                            | Jackson         | WI    | 53037    |               | N168 W21930 Main Street      | N168 W21930 Main Street   | V3 008100A     | Good Condition                   |                                 |                              |                             |                             |                                  |                               |                       |
|                   |                    | Jackson Bay Appartments    | Spencer         | IA    | 51301    |               | N168 W21920 Main Street      | PO Box 124                | V3 0081        | Good Condition                   |                                 |                              |                             |                             |                                  |                               |                       |
| Randy             | Klockow            |                            | Jackson         | WI    | 53037    |               | N168 W21592 Main Street      | N168 W21592 Main Street   | V3 0077        | Good Condition                   |                                 |                              |                             |                             |                                  |                               |                       |
| James             | Francois           |                            | Jackson         | WI    | 53037    |               | N168 W21570-80 Main Street   | PO Box 610                | V3 0076        | need to clean out                |                                 |                              |                             |                             |                                  |                               |                       |
| Jeff & Casey      | Latz               |                            | Jackson         | WI    | 53037    |               | N168 W21190-98 Main Street   | PO Box 471                | V3 0069        | Required Replacement             | 30                              |                              | \$139.00                    |                             | \$4,170.00                       |                               | \$4,170.00            |
| Casey             | Latz               |                            | Jackson         | WI    | 53037    |               |                              | PO Box 471                | V3 0068        | Requested H2O/Sewer at lot line  |                                 | 40                           |                             | \$150.00                    |                                  | \$4,750.00                    | \$4,750.00            |
| Steve & Lori Jo   | Kaczmarek          |                            | Jackson         | WI    | 53037    |               | N168 W21172 Main Street      | N168 W21172 Main Street   | V3 0067        | Required Replacement             | 25                              |                              | \$139.00                    |                             | \$3,475.00                       |                               | \$3,475.00            |
|                   | IBF Properties LLC | Walgreens                  | Addison         | WI    | 75001    |               | N168 W21330 Main Street      | 15305 Dallas Pkwy Ste 300 | V3 007400B     | Lateral off Industrial Drive     |                                 |                              |                             |                             |                                  |                               | \$0.00                |
| Eric              | Haver              |                            | Jackson         | WI    | 53037    |               | N168 W21152 Main Street      | N168 W21152 Main Street   | V3 0066        | Required Replacement             | 30                              |                              | \$139.00                    |                             | \$4,170.00                       |                               | \$4,170.00            |
| Richard           | Smith              |                            | Jackson         | WI    | 53037    |               | N168 W21134 Main Street      | N168 W21134 Main Street   | V3 0065        | Good Condition                   |                                 |                              |                             |                             |                                  |                               | \$0.00                |
| Deanna            | Smith              |                            | Jackson         | WI    | 53037    |               | N168 W21084 Main Street      | N168 W21084 Main Street   | V3 006400H     | Required Replacement             | 18                              |                              | \$139.00                    |                             | \$2,502.00                       |                               | \$2,502.00            |
| Donna             | Spaeth             |                            | Jackson         | WI    | 53037    |               | N168 W21058 Main Street      | N168 W21058 Main Street   | V3 006400M     | Good Condition                   |                                 |                              |                             |                             |                                  |                               | \$0.00                |
| Sue               | Rank               |                            | Jackson         | WI    | 53037    |               | N168 W21028 Main Street      | N168 W21028 Main Street   | V3 0063        | Good Condition                   |                                 |                              |                             |                             |                                  |                               | \$0.00                |
| Kelly James       | Craig Kopacka      |                            | Jackson         | WI    | 53037    |               | N168 W21004 Main Street      | N168 W21004 Main Street   | V3 0062        | Required Replacement             | 21                              |                              | \$139.00                    |                             | \$2,919.00                       |                               | \$2,919.00            |
| Lynn              | Burke              |                            | Manitowoc       | WI    | 53037    |               | N168 W20978-80 Main Street   | 1414 S. 32nd Street       | V3 0061        | Required Repalcement             | 17                              |                              | \$139.00                    |                             | \$2,363.00                       |                               | \$2,363.00            |
| Justin            | Zunker             |                            | Jackson         | WI    | 53037    |               | N168 W20960-64 Main Street   | PO Box 123                | V3 006000A     | Required Replacement             | 6                               |                              | \$139.00                    |                             | \$834.00                         |                               | \$834.00              |
| Meghan            | Lambert            |                            | Jackson         | WI    | 53037    |               | N168 W20940 Main Street      | N168 W20940 Main Street   | V3 006000B     | Required Replacement             | 9                               |                              | \$139.00                    |                             | \$1,251.00                       |                               | \$1,251.00            |
| Jack & Linda      | Moss               |                            | Germantown      | WI    | 53022    |               | N168 W20920 Main Street      | N106 W16603 Old Farm Road | V3 0059        | Good Condition                   |                                 |                              |                             |                             |                                  |                               | \$0.00                |
|                   |                    | Meffert Main St LLC        | Jackson         | WI    | 53037    |               | N168 W20900 Main Street      | PO Box 624                | V3 0058        | Good Condition                   |                                 |                              |                             |                             |                                  |                               | \$0.00                |
| Brian             | Mayer              |                            | Jackson         | WI    | 53037    |               | N168 W20890-92 Main Street   | PO Box 319                | V3 0057        | Good Condition                   |                                 |                              |                             |                             |                                  |                               | \$0.00                |
| Gerald            | Boldt              |                            | Jackson         | WI    | 53037    |               | N168 W20868-70 Main Street   | N168 W20868 Main Street   | V3 0055        | Required Replacement             | 30                              |                              | \$139.00                    |                             | \$4,170.00                       |                               | \$4,170.00            |
| Robert & Kathleen | Frank              |                            | Jackson         | WI    | 53037    |               | N168 W20864 Main Street      | N168 W20864 Main Street   | V3 0054        | Required Replacement             | 6                               |                              | \$139.00                    |                             | \$834.00                         |                               | \$834.00              |
| Robert            | Adams              |                            | Oshkosh         | WI    | 54904    |               | N168 W20828 Main Street      | 1390 Maricopa Dr APT E    | V3 0053        | Required Replacement             | 7                               |                              | \$139.00                    |                             | \$973.00                         |                               | \$973.00              |
| Larry             | Hamlin             | Jackson Motel              | Jackson         | WI    | 53037    |               | W208 N16831 N. Center Street | N165 W19955 Hickory Lane  | V3 0052        | Lateral off Center Street        |                                 |                              |                             |                             |                                  |                               | \$0.00                |
| Martha            | Nimkie             | Latest Edition             | Jackson         | WI    | 53037    |               | N168 W20788 Main Street      | N168 W20788 Main Street   | V3 004000A     | Lateral off Center Street        |                                 |                              |                             |                             |                                  |                               | \$0.00                |
| Ryan              | Ganshow            |                            | Jackson         | WI    | 53037    |               | N168 W20716 Main Street      | N168 W20716 Main Street   | V3 0038        | Required Replacement             | 5                               |                              | \$139.00                    |                             | \$695.00                         |                               | \$695.00              |
| Thomas            | Simonsen           |                            | Jackson         | WI    | 53037    |               | N168 W20702 Main Street      | N168 W20702 Main Street   | V3 0037        | Required Replacement             | 15                              |                              | \$139.00                    |                             | \$2,085.00                       |                               | \$2,085.00            |
| Walter            | Miller Family      |                            | Cedarburg       | WI    | 53012    |               | N168 W20686 Main Street      | 3870 Country Aire Dr      | V3 0036        | Required Replacement             | 20                              |                              | \$139.00                    |                             | \$2,780.00                       |                               | \$2,780.00            |
| Walter            | Miller Family      | Miller Monument            | Jackson         | WI    | 53037    |               | N168 W20666 Main Street      | PO Box 411                | V3 0035        | Good Condition                   |                                 |                              |                             |                             |                                  |                               | \$0.00                |
| William           | Gilbert            | Jackson Truck Body         | Jackson         | WI    | 53037    |               | N168 W20640 Main Street      | N168 W20640 Main Street   | V3 0034        | Required Replacement             | 35                              |                              | \$139.00                    |                             | \$4,865.00                       |                               | \$4,865.00            |
| William           | Gilbert            |                            | Jackson         | WI    | 53037    |               | N168 W20626 Main Street      | N168 W20640 Main Street   | V3 0033        | Good Condition                   |                                 |                              |                             |                             |                                  |                               | \$0.00                |
| Everett & Kathryn | Russell            |                            | Cedarburg       | WI    | 53012    |               | N168 W20610 Main Street      | 3469 Country Aire Drive   | V3 0032        | Required Replacement(Trap)       | 12                              |                              | \$139.00                    |                             | \$1,668.00                       |                               | \$1,668.00            |
| Jon               | Zandi              | Jackson Pub                | Jackson         | WI    | 53037    |               | N168 W20594 Main Street      | 3207 Division Road        | V3 0031        | Required Replacement (Trap)      | 45                              |                              | \$139.00                    |                             | \$6,255.00                       |                               | \$6,255.00            |
|                   |                    | Ace TT LLC                 | Jackson         | WI    | 53037    |               | N168 W20580 Main Street      | N168 W20580 Main Street   | V3 0030        | Required Replacement             | 45                              |                              | \$139.00                    |                             | \$6,255.00                       |                               | \$6,255.00            |
|                   |                    | Town & Country Dental      | Jackson         | WI    | 53037    |               | N168 W20566 Main Street      | N168 W20566 Main Street   | V3 0029        | No response for inspection       | 25                              |                              | \$139.00                    |                             | \$3,475.00                       |                               | \$3,475.00            |
| Curtis & Sharon   | Chybowski          |                            | Menomonee Falls | WI    | 53051    |               | N168 W20540-42 Main Street   | N64 W15880 Wildflower Dr  | V3 0028        | Required Replacement(Trap)       | 25                              |                              | \$139.00                    |                             | \$3,475.00                       |                               | \$3,475.00            |
| Vicki             | Bussalachi         | VAAB Real Estate           | Germantown      | WI    | 53022    |               | N168 W20532 Main Street      | PO Box 696                | V3 0027        | Lateral Fixed to Property Line   |                                 |                              |                             |                             |                                  |                               | \$0.00                |
| Michael & Joanne  | Miller             |                            | Jackson         | WI    | 53037    |               | N168 W20516 Main Street      | N168 W20516 Main Street   | V3 0026        | Crawl space need access          | 15                              |                              | \$139.00                    |                             | \$2,085.00                       |                               | \$2,085.00            |
| Patricia          | Herbst             |                            | West Bend       | WI    | 53095    |               | N168 W20498 Main Street      | 2472 Pleasant Valley Road | V3 0025        | Required Replacement             | 25                              |                              | \$139.00                    |                             | \$3,475.00                       |                               | \$3,475.00            |
| Patricia          | Herbst             |                            | West Bend       | WI    | 53095    |               | N168 W20488 Main Street      | 2472 Pleasant Valley Road | V3 0024        | Required Replacement             | 10                              |                              | \$139.00                    |                             | \$1,390.00                       |                               | \$1,390.00            |
| Sandra            | Rindt              |                            | Jackson         | WI    | 53037    |               | N168 W20472 Main Street      | 2406 Sherman Road         | V3 0023        | Required Replacement (seep pump) | 35                              |                              | \$139.00                    |                             | \$4,865.00                       |                               | \$4,865.00            |
| David             | Ernster            | Links tap                  | Mequon          | WI    | 53092    |               | N168 W20448 Main Street      | 4030 W. Freistadt Road    | V3 0022        | No response for inspection       | 15                              |                              | \$139.00                    |                             | \$2,085.00                       |                               | \$2,085.00            |
| Rebecca           | Unger              |                            | Jackson         | WI    | 53037    |               | N168 W20420 Main Street      | N168 W20420 Main Street   | V3 0020        | Required Replacement             | 50                              |                              | \$139.00                    |                             | \$6,950.00                       |                               | \$6,950.00            |

verify storm lateral needed

|                   |                                   |                                 |               |    |       |  |                            |                           |               |                                    |     |    |          |          |             |             |             |
|-------------------|-----------------------------------|---------------------------------|---------------|----|-------|--|----------------------------|---------------------------|---------------|------------------------------------|-----|----|----------|----------|-------------|-------------|-------------|
|                   |                                   | West Bend School District       | Jackson       | WI | 53037 |  | W204 N16850 Jackson Drive  | W204 N16850 Jackson Drive | V3 0001       | Required Replacement               | 35  |    | \$139.00 |          | \$4,865.00  |             | \$4,865.00  |
| Terrence          | Loomis                            |                                 | Jackson       | WI | 53037 |  | N168 W20324 Main Street    | N168 W20324 Main Street   | V3 0002       | Required Replacement               | 15  |    | \$139.00 |          | \$2,085.00  |             | \$2,085.00  |
| Mark              | Kohlwey                           | Silver Fox Holdings LLC         | Cedarburg     | WI | 53012 |  | N168 W20284-88 Main Street | 1963 Belmont Drive        | V3 0003       | Required Replacement               | 20  |    | \$139.00 |          | \$2,780.00  |             | \$2,780.00  |
| Timothy           | Loepfe                            |                                 | Jackson       | WI | 53037 |  | N168 W20270 Main Street    | N168 W20270 Main Street   | V3 0004       | Good Condition                     |     |    |          |          |             |             | \$0.00      |
| Kathleen          | Markland                          |                                 | Jackson       | WI | 53037 |  | N168 W20240 Main Street    | PO Box 259                | V3 0005       | Required Replacement               | 40  |    | \$139.00 |          | \$5,560.00  |             | \$5,560.00  |
| Tammy             | Alberts                           |                                 | Jackson       | WI | 53037 |  | N168 W20210 Main Street    | N168 W20210 Main Street   | V3 0006       | Good Condition                     |     |    |          |          |             |             | \$0.00      |
|                   |                                   | EV Christ Lutheran Church       | Jackson       | WI | 53037 |  | N168 W20152 Main Street    | N168 W20160 Main Street   | V3 000700F    | Required Replacement               | 40  |    | \$139.00 |          | \$5,560.00  |             | \$5,560.00  |
|                   |                                   | EV Christ Lutheran Church       | Jackson       | WI | 53037 |  | N168 W20160 Main Street    | N168 W20160 Main Street   | V3 000700G    | Required Replacement               | 60  |    | \$139.00 |          | \$8,340.00  |             | \$8,340.00  |
|                   |                                   | Jackson Family Dentistry        | Jackson       | WI | 53037 |  | N168 W20060 Main Street    | N168 W20060 Main Street   | V3 000800A    | No response for inspection         | 75  |    | \$139.00 |          | \$10,425.00 |             | \$10,425.00 |
| Dale              | Beckwith                          |                                 | Jackson       | WI | 53037 |  | N168 W19978 Main Street    | N168 W19978 Main Street   | V3 001400B    | Good Condition                     |     |    |          |          |             |             | \$0.00      |
| Wilmer            | Ehlke                             |                                 | Jackson       | WI | 53037 |  | N168 W19950 Main Street    | N168 W19950 Main Street   | V3 047400D    | New H2O/Sewer Lateral              | 60  | 70 | \$139.00 | \$150.00 | \$8,340.00  | \$10,500.00 | \$18,840.00 |
| Daniel & Sonya    | Delcamp                           |                                 | Jackson       | WI | 53037 |  | N168 W19900 Main Street    | N168 W19900 Main Street   | V3 047400C    | New H2O/Sewer Lateral              | 60  | 70 | \$139.00 | \$150.00 | \$8,340.00  | \$10,500.00 | \$18,840.00 |
| Mary Elen         | Meyer                             |                                 | Jackson       | WI | 53037 |  | N168 W21873 Main Street    | PO Box 113                | V3 051500A    | No Inspection Required             |     |    |          |          |             |             | \$0.00      |
| QPID LLC          |                                   |                                 | Kewaskum      | WI | 53040 |  | N168 W21991 Main Street    | 118 CTY HWY H             | V3 051600A001 | Not needed at this time            |     |    |          |          |             |             | \$0.00      |
| Karla             | Butz Bublitz                      |                                 | West Bend     | WI | 53095 |  | N168 W21971 Main Street    | 700 W. Washington Street  | V3 051600B003 | Not needed at this time            |     |    |          |          |             |             | \$0.00      |
| J & K Butz LLC    |                                   |                                 | West Bend     | WI | 53095 |  | N168 W21961 Main Street    | 1120 W Decorah Road       | V3 051600B004 | Not needed at this time            |     |    |          |          |             |             | \$0.00      |
| J & K Butz LLC    |                                   |                                 | West Bend     | WI | 53095 |  | N168 W21951 Main Street    | 1120 W. Decorah Road      | V3 051600B005 | Not needed at this time            |     |    |          |          |             |             | \$0.00      |
| Hua & Moy Chou    | Huang                             |                                 | Milwaukee     | WI | 53222 |  | N168 W21941 Main Street    | 9342 Melvina Street       | V3 051600B006 | Not needed at this time            |     |    |          |          |             |             | \$0.00      |
| West Bend Savings |                                   |                                 | West Bend     | WI | 53095 |  | N168 W21931 Main Street    | 200 S. Main Street        | V3 051600B007 | Not needed at this time            |     |    |          |          |             |             | \$0.00      |
| West Bend Savings |                                   |                                 | West Bend     | WI | 53095 |  | N168 W21921 Main Street    | 200 S. Main Street        | V3 051600C001 | Good Condition                     |     |    |          |          |             |             | \$0.00      |
| Michele           | Bogner                            | Kerry Foods Inc                 | Jackson       | WI | 53037 |  | N168 W21455 Main Street    | N168 W21455 Main Street   | V3 0174       | Good Condition                     |     |    |          |          |             |             | \$0.00      |
|                   | Dahlberg                          | DLG Properties LLC              | Jackson       | WI | 53037 |  | N168 W21367 Main Street    | N168 W21367 Main Street   | V3 017300A    | Good Condition                     |     |    |          |          |             |             | \$0.00      |
| John              | Kruepke                           | J & M Village Properties II LLC | Jackson       | WI | 53037 |  | W213 N16770 Glen Brooke Dr | N166 W21060 Parkway Dr    | V3 017200C    | Good Condition                     |     |    |          |          |             |             | \$0.00      |
| James             | Berndt                            |                                 | Jackson       | WI | 53037 |  | N168 W21209 Main Street    | N168 W21209 Main Street   | V3 0159       | Crawl space need access            | 50  |    | \$139.00 |          | \$6,950.00  |             | \$6,950.00  |
| Michael & Jessica | Walczak                           |                                 | Jackson       | WI | 53037 |  | N168 W21189 Main Street    | N168 W21189 Main Street   | V3 0158       | No response for inspection         | 35  |    | \$139.00 |          | \$4,865.00  |             | \$4,865.00  |
| Michael & Jessica | Walczak                           |                                 | Jackson       | WI | 53037 |  | Vacant Lot                 | N168 W21189 Main Street   | V3 0157       | No lateral installed               |     |    |          |          |             |             | \$0.00      |
| David             | Proksch                           |                                 | Jackson       | WI | 53037 |  | N168 W21169 Main Street    | N168 W21169 Main Street   | V3 0156       | Good Condition                     |     |    |          |          |             |             | \$0.00      |
|                   | K & E Properties of Jackson 2 LLC |                                 | Cedarburg     | WI | 53012 |  | N168 W21147 Main Street    | 3469 Country Aire Drive   | V3 0155       | Required Replacement               | 45  |    | \$139.00 |          | \$6,255.00  |             | \$6,255.00  |
| Jacob & Kathleen  | Ladson                            |                                 | Jackson       | WI | 53037 |  | N168 W21127 main Street    | N168 W21127 Main Street   | V3 0154       | Required Replacement               | 40  |    | \$139.00 |          | \$5,560.00  |             | \$5,560.00  |
| Gary & Penny      | Boser                             |                                 | Jackson       | WI | 53037 |  | N168 W21109 Main Street    | N168 W21109 Main Street   | V3 0153       | Good Condition                     |     |    |          |          |             |             | \$0.00      |
| Paul & Carol      | Purgett                           |                                 | Jackson       | WI | 53037 |  | N168 W21079 Main Street    | N168 W21079 Main Street   | V3 0152       | No Access,(Trap in basement)       | 30  |    | \$139.00 |          | \$4,170.00  |             | \$4,170.00  |
| Yolanda           | Bender                            |                                 | Jackson       | WI | 53037 |  | N168 W21041 Main Street    | N168 W21041 Main Street   | V3 0150       | No Access, Call for new Inspection | 22  |    | \$139.00 |          | \$3,058.00  |             | \$3,058.00  |
| Alexander         | Zabrowski                         |                                 | Jackson       | WI | 53037 |  | N168 W21011 Main Street    | N168 W21011 Main Street   | V3 0149       | Required Replacement               | 20  |    | \$139.00 |          | \$2,780.00  |             | \$2,780.00  |
| Carl Nelson       | Tammy Villwock                    |                                 | Jackson       | WI | 53037 |  | N168 W20981 Main Street    | N168 W20981 Main Street   | V3 0148       | Required Replacement               | 25  |    | \$139.00 |          | \$3,475.00  |             | \$3,475.00  |
| Mark              | David                             |                                 | Slinger       | WI | 53086 |  | N168 W20955-59 Main Street | 341 Winter Lane           | V3 0147       | Good Condition                     |     |    |          |          |             |             | \$0.00      |
| Shari             | Scott                             |                                 | Jackson       | WI | 53037 |  | N168 W20933 Main Street    | N168 W20933 Main Street   | V3 0146       | Replacement (sump pump in sewer)   | 25  |    | \$139.00 |          | \$3,475.00  |             | \$3,475.00  |
| Jason             | Taylor                            |                                 | Jackson       | WI | 53037 |  | N168 W20907 Main Street    | N168 W20907 Main Street   | V3 0145       | Required Replacement               | 35  |    | \$139.00 |          | \$4,865.00  |             | \$4,865.00  |
| Darleen           | Brown-Wanta                       |                                 | Jackson       | WI | 53037 |  | N168 W20883-87 Main Street | N168 W20883 Main Street   | V3 0144       | Required Replacement               | 35  |    | \$139.00 |          | \$4,865.00  |             | \$4,865.00  |
| Kerry             | Bechtel                           |                                 | Hubertus      | WI | 53033 |  | N168 W20861-63 Main Street | 1159 W. Winnebago Road    | V3 0143       | Required Replacement               | 25  |    | \$139.00 |          | \$3,475.00  |             | \$3,475.00  |
|                   |                                   | VJM North Properties            | Elm Grove     | WI | 53122 |  | N168 W20839 Main Street    | 925 Elm Grove #303        | V3 0142       | Required Replacement               | 22  |    | \$139.00 |          | \$3,058.00  |             | \$3,058.00  |
| Tim               | Holtz                             |                                 | West Bend     | WI | 53095 |  | N168 W20827 Main Street    | 1201 W. Decorah Road      | V3 0141       | Sewer line to hwy 60(Trap)         | 5   |    | \$139.00 |          | \$695.00    |             | \$695.00    |
| Mark & Nora       | Szolwinski                        | Hoge Gumm Building              | Campbellsport | WI | 53010 |  | N168 W20823 Main Street    | N1661 Lakeshore Drive     | V3 012400Z    | Required Replacement               | 10  |    | \$139.00 |          | \$1,390.00  |             | \$1,390.00  |
| Wally & Renee     | Miller                            | Old Village Hall Building       | Jackson       | WI | 53037 |  | N168 W20733 Main Street    | PO Box 411                | V3 011400B    | Good Condition                     |     |    |          |          |             |             | \$0.00      |
| Henry & Sharon    | Culp                              |                                 | Jackson       | WI | 53037 |  | N168 W20609 Main Street    | N168 W20609 Main Street   | V3 0113       | Good Condition                     |     |    |          |          |             |             | \$0.00      |
| Todd & Patricia   | Backus                            |                                 | Cedarburg     | WI | 53037 |  | N168 W20585-83-81 Main St  | 1370 Ponderosa Drive      | V3 0112       | Good Condition                     |     |    |          |          |             |             | \$0.00      |
| Michael           | Frase                             |                                 | Jackson       | WI | 53037 |  | N168 W20563 Main Street    | N168 W20563 Main Street   | V3 0111       | No response for inspection         | 25  |    | \$139.00 |          | \$3,475.00  |             | \$3,475.00  |
|                   |                                   | Jackson Auto Service            | Jackson       | WI | 53037 |  | W204 N16763 Jackson Drive  | PO Box 534                | V3 0101       | Required Replacement               | 100 |    | \$139.00 |          | \$13,900.00 |             | \$13,900.00 |
| Shawn             | Hoye                              |                                 | Jackson       | WI | 53037 |  | N168 W20529 Main Street    | N168 W20529 Main Street   | V3 011000A    | No response for inspection         | 18  |    | \$139.00 |          | \$2,502.00  |             | \$2,502.00  |
| Jason             | Taylor                            | Vacant Lot                      | Jackson       | WI | 53037 |  | N168 W20527 Main Street    | N168 W20907 Main Street   | V3 011000B    | Lateral to property                |     | 15 |          | \$150.00 |             | \$2,250.00  | \$2,250.00  |
| Dale              | Liesener                          |                                 | Jackson       | WI | 53037 |  | N168 W20497-99 Main Street | N168 W20499 Main Street   | V3 0109       | Call for Re-Inspection             | 20  |    | \$139.00 |          | \$2,780.00  |             | \$2,780.00  |

verify storm lateral discharge

removing trap in building

|                   |                    |                             |           |    |       |  |                            |                         |            |                      |    |  |          |  |              |             |              |
|-------------------|--------------------|-----------------------------|-----------|----|-------|--|----------------------------|-------------------------|------------|----------------------|----|--|----------|--|--------------|-------------|--------------|
| Lisa              | Janasik            |                             | Hartford  | WI | 53027 |  | N168 W20477-79 Main Street | PO Box 270382           | V3 0108    | Required Replacement | 8  |  | \$139.00 |  | \$1,112.00   |             | \$1,112.00   |
| Alexander & Jody  | Simpson-Leonhardt  |                             | Jackson   | WI | 53037 |  | N168 W20459 Main Street    | N168 W20459 Main Street | V3 0106    | Required Replacement | 25 |  | \$139.00 |  | \$3,475.00   |             | \$3,475.00   |
| Shanon            | Kramer             |                             | Jackson   | WI | 53037 |  | N168 W20435 Main Street    | N168 W20435 Main Street | V3 010500B | Required Replacement | 17 |  | \$139.00 |  | \$2,363.00   |             | \$2,363.00   |
| Brian & Dawn      | Flowers            |                             | Jackson   | WI | 53037 |  | N168 W20417 Main Street    | PO Box 276              | V3 010500C | Required Replacement | 5  |  | \$139.00 |  | \$695.00     |             | \$695.00     |
|                   |                    | Northwest Apartments LLC    | Hubertus  | WI | 53033 |  | N168 W20361 Main Street    | PO Box 207              | V3 0179    | Required Replacement | 25 |  | \$139.00 |  | \$3,475.00   |             | \$3,475.00   |
| Wendy             | Kannenberg         |                             | Jackson   | WI | 53037 |  | N168 W20347 Main Street    | N168 W20347 Main Street | V3 0180    | Required Replacement | 25 |  | \$139.00 |  | \$3,475.00   |             | \$3,475.00   |
| Debra             | Zeinert            |                             | Jackson   | WI | 53037 |  | N168 W20333 Main Street    | N168 W20333 Main Street | V3 0181    | Good Condition       |    |  |          |  |              |             | \$0.00       |
| Lucas Weeson      | Elizabeth Michaels |                             | Jackson   | WI | 53037 |  | N168 W20317 Main Street    | N168 W20317 Main Street | V3 0182    | Good Condition       |    |  |          |  |              |             | \$0.00       |
| Kevin             | Koskovich          |                             | Jackson   | WI | 53037 |  | N168 W20299 Main Street    | N168 W20299 Main Street | V3 0183    | Required Replacement | 28 |  | \$139.00 |  | \$3,892.00   |             | \$3,892.00   |
| Herbert           | Sponholz           |                             | Jackson   | WI | 53037 |  | N168 W20279 Main Street    | PO Box 148              | V3 0184    | Required Replacement | 28 |  | \$139.00 |  | \$3,892.00   |             | \$3,892.00   |
| Christopher       | Busalacchi         |                             | Jackson   | WI | 53037 |  | N168 W20257 Main Street    | N168 W20257 Main Street | V3 0185    | Required Replacement | 25 |  | \$139.00 |  | \$3,475.00   |             | \$3,475.00   |
| Leroy             | Kannenberg         |                             | Jackson   | WI | 53037 |  | N168 W20233 Main Street    | N168 W20233 Main Street | V3 0186    | Required Replacement | 25 |  | \$139.00 |  | \$3,475.00   |             | \$3,475.00   |
| Steven            | Gergertz           |                             | Jackson   | WI | 53037 |  | N168 W20209 Main Street    | N168 W20209 Main Street | V3 0187    | Required Replacement | 30 |  | \$139.00 |  | \$4,170.00   |             | \$4,170.00   |
|                   |                    | Schmidt Funeral Home        | West Bend | WI | 53095 |  | N168 W20135 Main Street    | 629 Cedar Street        | V3 019000A | Good Condition       |    |  |          |  |              |             | \$0.00       |
| Jacek Kulwikowski | Lisa Zanella       | Coffeeville                 | Jackson   | WI | 53037 |  | N168 W20101 Main Street    | PO Box 166              | V3 0191    | Good Condition       |    |  |          |  |              |             | \$0.00       |
| Mark              | Flitsch            | Flitsch Enterprises LLC     | Cedarburg | WI | 53012 |  | N168 W20069 Main Street    | 4059 Mary Lane          | V3 0196069 | Good Condition       |    |  |          |  |              |             | \$0.00       |
|                   |                    | N168 W20379 Main Street LLC | Jackson   | WI | 53037 |  | N168 W20379 Main Street    | 1191 Spring Valley Road | V3 0178    | Good Condition       |    |  |          |  |              |             | \$0.00       |
|                   | As of 09/30/2022   |                             |           |    |       |  |                            |                         |            |                      |    |  |          |  | \$251,451.00 | \$28,000.00 | \$279,451.00 |

Percentage Assessed10.30%

Separate lateral from N168 W20317 Main St



# M e m o

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**To:** Brian Kober

**From:** Jeff L. Deitsch JLD

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**Date:** 01/25/2023

**Re:** Backup Generator System

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As per your request I have researched the possibility of a backup generator for the Village of Jackson DPW building. The scope of the project was to provide the labor, material, tools supervision and design engineering to install a backup generator system at the DPW building.

I followed the guidelines of the Purchasing Authority Policy and Procedures Manual for the Village. I solicited competitive bids from Three Electrical Contractors that have satisfactory completed projects for the Village in the past. Each Company was given the same spec for bidding the project. The following are the results of the bids received:

1. Pieper Electric, INC. - \$86,795.00
2. Circle Electric, INC. - \$82,527.00
3. JRB Electric, INC. - \$62,400.00

I would suggest proceeding with JRB Electric, INC for the project. JRB Electric INC. is a long-time business entity in the Village of Jackson.



**PIEPER ELECTRIC, INC. | Solutions Powered by People Since 1947**

January 3<sup>rd</sup> 2023

Village of Jackson DPW Building  
W194N16660 Eagle Dr, Jackson, WI  
RE: Backup Generator System  
Attn: Jeff Deitsch

Dear Mr. Deitsch

Pieper Electric will provide the labor, material, tools, supervision and design engineering to install a generator system for Village of Jackson DPW, Building Inspection and Water Utility Offices W194N16660 Eagle Dr, Jackson, WI.

**Scope of Project:**

**I. Furnish and Install the following:**

- (1) 60 Kw Natural Gas Generator set rated at 120/208V 60Hz
- (1) Install 400 amp Automatic Service Entrance Rated Transfer Switch (ATS) 3 pole 4 wire rated at 120/208V 60Hz in a Nema 3 enclosure
- (1) Block heater and Battery charger (winter weather package )
- (1) Generator Control circuits

**II. Electrical install:**

- Furnish and install control and communication wiring required for generator, ATS
- Rework existing electrical feeders to accommodate install of new transfer switch into the electrical system.

**III. Grounding of System:**

- Install grounding for generator, ATS's, Transformers and feeders per NFPA 70 NEC art. 250

**IV. Masonry Flat work**

- Prepare site for generator pad
- Install concrete pad for generator unit
- Include excavation for generator unit
- Reparations to landscape around pad after project completion



January 3<sup>rd</sup> 2023

Village of Jackson DPW Building  
RE: Backup Generator System  
Attn: Jeff Deitsch  
Pg. 2

**V. Natural Gas**

- Install gas piping appropriate to feed generator unit
- Paint all pipe to protect from rust
- Pressure test all piping installed for unit

**VI. Delivery and Rigging**

- Storage of unit until site is ready for delivery
- Delivery of unit to site
- Placement of unit onto new concrete pad

**VII. Clarifications of proposal:**

- **Included in price:**

- a. Material
- b. Labor
- c. One-year warranty on the generator and the transfer switch
- d. Testing and commissioning by factory representative including reports
- e. 2-hour training of onsite personal

- **Not Included in price:**

- a. Winter frost protection or temporary heating of exterior concrete if required
- b. Additional work not covered by this scope listed above
- c. Pre-existing code violations in facility.
- d. Additional charges from the utility for shutdown of main power to the building

This scope of work has been calculated based on current material and equipment prices. Because of supply chain issues and increasing volatile costs, Pieper Electric cannot anticipate the impact of the current increases in pricing. ANY INCREASE OVER 5% estimated materials or equipment, during this project, WILL INCUR ADDITIONAL COSTS. These costs to be discussed and approved prior to ordering.

Sales tax is not included in this quoted amount



January 3<sup>rd</sup> 2023

Village of Jackson DPW Building  
RE: Backup Generator System  
Attn: Jeff Deitsch  
Pg. 3

**Price for the above mentioned project:.....\$ 86,795.00**

Pieper Electric, Inc. shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.

Thank you for the opportunity of estimating this work, and should there be any questions, please do not hesitate to contact me at [chris.ovans@pieperpower.com](mailto:chris.ovans@pieperpower.com) or cell phone, 414-460-0457

Please e-mail a signed proposal to [chris.ovans@pieperpower.com](mailto:chris.ovans@pieperpower.com) if you would like us to proceed.

Sincerely,

NOTE: This proposal valid for 30 days,  
Negotiable thereafter.

**PIEPER ELECTRIC, INC.**

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

*Chris Ovans*

Chris Ovans  
Department Manager

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





Rev 04 20

## TERMS AND CONDITIONS OF SALE

**1. LIEN NOTICE.** As required by the Wisconsin Construction Lien Law, Seller (Pieper Electric, Inc. and all DBAs) hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on the Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Seller, are those who contract directly with the Owner or those who give the Owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Owner will probably receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Seller agrees to cooperate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid.

**2. ENTIRE AGREEMENT.** This Agreement constitutes the entire contract for material, work, and other goods and services (collectively "Goods") between the Seller and the buyer ordering such Goods ("Buyer"). It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, expressed or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. This Agreement is solely for the benefit of Buyer and Seller, and is not intended for the benefit of any other party.

**3. PROPOSAL.** Seller is responsible for, and shall have sole control of, the construction methods, sequences and coordination of all work described in the Proposal, unless expressly stated to the contrary. Any items not listed are not included in the Agreement price and shall be the obligation of the Buyer.

**4. CONSTRUCTION MATERIALS.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Excess materials delivered to job site and/or materials not physically attached to the structure after substantial completion of the work contemplated by this Agreement shall remain the property of Seller.

**5. ACCESS TO WORK AND SITE.** Buyer shall provide electric power, water, telephone and toilet facilities for use by Seller and its subcontractors/employees. Storage of materials and storage of Seller's equipment shall also be provided by Buyer. All utility connections and service charges, if any, shall be paid by the Buyer. Furthermore, Buyer agrees to maintain access for Seller at the Project Site to keep Project Site free from obstructions and conflicting work, and to obtain permission for Seller to gain access through adjacent property, if required by Seller to do so. Buyer shall be solely responsible for all risk, shall hold Seller harmless and free of liability, and shall compensate for any damages or costs arising out of such access or the failure to maintain access, except to the extent due to the intentional acts of Seller, its agents and/or employees.

**6. INSURANCE.** Seller shall maintain workers' compensation, automobile liability, commercial general liability and such other insurance as required by law. Seller will furnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Buyer shall maintain insurance covering all physical loss expressly including, but not limited to, coverage for collapse, fire, wind damage, theft, vandalism and malicious mischief, naming Seller as additional insured. Buyer assumes risk of loss during construction, except for the intentional acts of Seller, its subcontractors or employees.

**7. ENVIRONMENTAL HAZARDS.** Seller is not responsible for any environmental hazards. The Buyer shall be solely responsible for all risk, shall indemnify and hold Seller harmless and free of liability, and shall bear the costs of any removal or correction of environmental materials.

**8. SITE CONDITIONS.** Seller shall not be responsible for additional costs due to the existence of latent conditions that are not disclosed in writing to Seller. The raising, disconnection, re-connection or relocation of any mechanical equipment that may be necessary for Seller to perform the work shall be performed by others or treated as an extra.

**9. PAYMENT.** Buyer shall timely make all payments required by this Agreement. Time is of the essence as to all terms of payment. Buyer agrees that, in addition to other remedies available to Seller, if payment is not timely made, Seller shall be entitled to a service charge of 1.0% per month on all past due amounts, plus, if not contrary to any law, all costs of collection including actual attorneys' fees. Seller shall furnish lien waivers to Buyer at the time each Progress Payment and the Final Payment is made to Seller for the proportionate value of all Goods ordered or delivered as of the time the payment is made. Final Payment shall constitute acceptance and approval of all work, and a waiver of all claims by Buyer, except those arising from liens or the warranty included in this Agreement. No retention shall apply to any of the work.

**10. JOB SIGN.** Buyer agrees to allow Seller to display a construction sign at the Project Site.

**11. CHANGES.** No changes, additions, alterations, deviations or extras to the Plans and Specifications shall be made without a written Change Order signed by the Buyer and Seller in advance, which will be performed based on Seller's standard time and material rates. Notwithstanding, Buyer's signature shall not be required for changes necessary to conform to codes, laws or regulations required by any utility or governmental authority, or to address existing conditions of the Project Site unknown to Seller at the time Seller signs this Agreement. All Change Orders shall be incorporated as part of this Agreement. Upon Seller's request, Buyer agrees to pay for all changes in advance of each change being commenced. Buyer understands and agrees that changes will extend the time of performance by at least 5 work days for each change unless otherwise agreed in writing.

**12. WORK STOPPAGE.** Should work be stopped for any reason, including but not limited to, public authority, Force Majeure event defined in paragraph 13, or the Buyer for more than thirty calendar days, Seller may terminate this Agreement and collect for the value of all work completed and materials ordered as of the date work is stopped, plus Seller's anticipated profit under this Agreement. Buyer's failure to sign Change Orders or Buyer's refusal to make progress payments, or any other cause beyond Seller's sole control, shall also be cause for work stoppage by Seller.

**13. DELAY.** Work shall be completed within the number of working days stated in this Agreement, unless delay occurs due to work stoppage, adverse weather conditions, labor disputes, changes by Buyer, work performed by Buyer (or Buyer's separate contractors) or

governmental authorities, unavailability of materials or supplies, unavoidable casualties, accidents, environmental hazards, a Force Majeure event (includes but not limited to: war, riots, earthquakes, hurricanes, tornadoes, floods, lightning, explosions, energy blackouts/brownouts, lockouts, slowdowns, strikes, terrorism, unforeseen governmental legislation, action or declaration, or health emergency (including local, regional, or nation epidemic or pandemic)). Buyer's failure to make payments as required by this Agreement, or any other cause beyond Seller's sole control. Any such delay shall extend the time of performance or, at Seller's Option, terminate this Agreement if the cause of the delay cannot be resolved within thirty calendar days. Where Seller elects to extend performance, Seller shall also be entitled to additional payment to reflect any increased cost of labor and/or materials. Seller will give notice to Buyer of delay and any adjustments to time of performance or cost of the work necessitated by the delay.

**14. DISPUTES.** These Terms shall be deemed to have been made in and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms or the Project hereunder may, at Seller's option, be venue in Milwaukee County Circuit Court, Wisconsin. Seller may also, at Seller's sole discretion, elect arbitration and/or mediation in place of civil litigation, without regard to whether litigation has been commenced by Buyer. If an Arbitrator cannot be agreed upon, Seller can petition Circuit Court for same.

**15. WARRANTY.** Seller warrants and guarantees to Buyer that all material and equipment, and the work to be performed hereunder, will be of good quality and free from faults and defects. This warranty shall cover material (except lamps and other expendables) for the manufacturer's stated warranty period and workmanship for one year from the date of substantial completion. This warranty does not apply to bid work if the bid documents stipulate a lesser warranty. This warranty is in lieu of all other warranties, express or implied, of merchantability, fitness for a particular purpose, performance, or otherwise. Seller's liability under the warranty is strictly and exclusively limited to the repair or replacement at the job site of such work (including material and equipment) as is found to be defective within such warranty period, and with respect to which the Buyer has given Seller prompt written notice within such period. No allowance will be made for repairs or alterations unless made with Seller's prior written consent or approval. In no event shall Seller be liable for claims for any other damages based upon breach of express or implied warranty or negligence whether direct, immediate, foreseeable, consequential or special. This paragraph states Seller's entire liability with respect to warranties, guarantees, or representations, express or implied. Seller will be held harmless against claims, damages, losses and expenses, including attorneys' fees arising from work not done by Seller's own workforce.

**16. CONFLICTS/INCONSISTENCIES.** If any inconsistency or ambiguity is believed to exist among any of the documents comprising the contract, the inconsistency or ambiguity shall be resolved by applying the following order of precedence: (a) this Agreement including these Terms and Conditions; (b) the plans and specifications, if any; (c) other documents comprising the contract, if any.

**17. ASBESTOS AND TOXIC MATERIALS.** This proposal and contract is based upon the work to be performed by Seller not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the work. Seller is not responsible for expenses, claims or damages arising out of the presence, disturbance, or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Seller shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.

**18. PROTECTION OF PERSONAL PROPERTY AND PROJECT SITE.** Buyer agrees to remove or protect any personal property inside and outside the Project Site. Seller shall make reasonable efforts to avoid damage to existing property. Seller will make every effort to keep dust down to a bare minimum. Seller is not responsible for housecleaning or damages during normal construction activities.

**19. IMPAIRMENT OF CREDIT.** If Buyer is or becomes insolvent, or is unable to pay his debts as they mature, or files or has filed against him a bankruptcy, insolvency, or similar petition or fails to pay any debt arising hereunder to Seller on time, or if Seller in good faith doubts the ability of Buyer to pay, Seller may, at its option, either: (a) terminate the work at any time thereafter, and Buyer shall thereupon pay for all work performed on a pro-rata basis plus all lost profit or (b) discontinue work until such time as the Buyer has paid Seller in full for work performed, has agreed to pay Seller for any additional costs incurred because of such discontinuance, and upon such other terms or conditions as may be imposed by Seller to ensure the payment for the work.

**20. HOLD HARMLESS.** Seller will hold harmless and defend Buyer against any claims brought by a third party for damages or losses arising out of Seller's performance of work under this contract, provided that the third party claim is attributable to bodily injury or death, or injury to or from destruction of tangible property, but only to the extent caused by the negligence of Seller or Seller's Subcontractors and not caused in whole or in part by the Buyer or its agents, employees or representatives. Seller shall not be liable for any consequential damages claimed by any party including, but not limited to, lost profits, loss of use, or attorney's fees. As conditions precedent to Seller's duties under this provision, Buyer must (a) provide Seller with written notice of any claim against Buyer immediately after Buyer is aware of the claim; and (b) remain current with all of Buyer's obligations under this contract. This provision is null and void if the Buyer fails to perform any of its obligations under this contract. Seller shall have the sole right to manage the defense of the claim or resolve the claim. Buyer agrees to fully cooperate with Seller in the investigation and defense of any claim brought by another party.

**21. WORKING HOURS.** Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time, or on legal holidays, will result in an extra charge to Buyer.

**GENERAL EXCLUSIONS.** Seller shall not be responsible for coordinating or supervising work performed by Buyer's own forces or contractors. Seller shall be entitled to an equitable adjustment for hidden or latent conditions. Cost of pumping water from basements and other excavations is not included in quotation. Any alteration or deviation from the specifications as outlined on reverse involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. Seller is not responsible for damage to underground services. Any changes in local or state codes effective after date of proposal will be charged as an extra or credited as the case may be. Patching of walls and floors is to be done by others unless specifically stated in this contract as Seller's responsibility.



Friday 7 o'clock



**CIRCLE ELECTRIC, INC.**

4606 N. 132ND STREET  
BUTLER, WI 53007  
(262) 783-7700  
WISCONSIN 800-244-6671  
FAX (262) 790-8935

CONTRACTORS - ENGINEERS

**To: January 18, 2023**

**Attn: Brian Kober**  
**Village of Jackson DPW**  
**W194 N16660 Eagle Drive**  
**Jackson WI 53037**

**Subject: Jackson DPW Back-up Generator**

**Base Price.....\$82,527.00**

- 1) Furnish and install 60Kw natural gas generator.
  - a. Outdoor enclosure on genset.
  - b. 120/208 Volt - 3 Phase – 4 wire – 60Hz Output
  - c. 250 Amp breaker in unit.
  - d. Block heater and battery charger at unit.
  - e. Delivery to the site.
  - f. Rigging and setting of genset on pad included.
- 2) Furnish and install 400 Amp Automatic transfer switch
  - a. Service rated
  - b. NEMA 1 enclosure to be installed inside of the electrical room.
  - c. Remote annunciator display to be mounted in office area.
    - i. Would have visual indication of current conditions and troubles.
    - ii. Would have contacts available for alarm.
      1. Not included.
- 3) Furnish and install labor and material to make a complete installation to back-up entire existing 120/208 Volt service.
- 4) Furnish 8" concrete pad for generator.
- 5) Furnish required trenching and backfill with existing spoils
  - a. Area to be left clean and reseeded after commissioning.
- 6) Furnish and install required gas piping to generator, including regulator and flex connection.
  - a. To be black pipe run on building with strut spacers.
  - b. No painting included. To be done prior to building repainting.
- 7) Factory Start-up and Training of personnel included.
- 8) Please see attached cut sheets regarding generator and ATS.

**Alternate #1 – NEMA3R Automatic Transfer Switch - Deduction.....\$2,345.00**

- 1) Furnish and install a 3R outdoor rated and service rated transfer switch in lieu of NEMA1 mounted inside building.
- 2) Mounting would be to the north of existing 120/208V transocket on outside of building.

Exclusions:

- 1) Pre-existing code violations or repairs.
- 2) Utility costs for outages – If any.
- 3) Additional cost for an off hours outage to connect system.
  - a. Approximately 4-6 hour building outage.

If you wish to proceed with work described in this proposal, please send me a purchase order or contract, or simply sign in the signature box at the end of this document and return it to me.

Please call or email any questions

Sincerely,

Ian Mulvanny  
262-649-1917 office  
262-790-8935 fax  
414-810-9245 cell  
[imulvanny@circleelectric.com](mailto:imulvanny@circleelectric.com)

## Terms &amp; Conditions:

- 1) Receipt of a purchase order, work order, email approval, or the likeness is considered an agreement to all terms and conditions of this quote.
- 2) All work to be performed during regular working hours.
- 3) You are hereby notified that persons or companies furnishing labor or materials for the construction on property located at the subject address listed above may have lien rights on land and buildings if they are not paid. Those entitled to lien rights, in addition to this contractor, are those who contract directly with you or those who give you identification notice within sixty (60) days after they first furnish labor or materials for the construction. You probably will receive notices from those who furnish labor and materials for the construction. You should give a copy of each notice you receive to your mortgage lender, if any. This contractor agrees to cooperate with you and your lender, if any, to see that all potential lien claimants are duly paid.
- 4) Payment terms are progress billings. This proposal is subject to the approval of our credit department. Interest will be charged at a rate of 1.5% per month on accounts past 30 days.
- 5) Pricing is subject to change.
- 6) The correctness and completeness of the contract documents is the sole responsibility of those who have prepared them. This proposal covers only that work that is adequately shown, described, and/or detailed in the above referenced contract documents.
- 7) Impending Tariff Information - We include current pricing for all materials included in this proposal. Our suppliers indicate light fixtures and other material included in this proposal may be subject to additional costs if and when tariffs are enacted.
- 8) If the project is delayed for any reason, costs for ordered materials, materials on site, or materials in third-party storage will be invoiced as if they had already been installed. Cancellation and/or restocking fees may apply to material that has been ordered.
- 9) Ordered materials are subject to vendor fees if cancelled prior to delivery.
- 10) Circle Electric will deliver materials to jobsite or stage material at vendor's warehouse for up to 30 days. Staged material will be invoiced 30 days after receipt of materials in vendor's warehouse. Material staged over 30 days will be subject to storage fees.
- 11) This proposal excludes the following:
  - a) Any items not shown on the drawings or listed above.
  - b) Dumpsters.
  - c) Minority and other DBE participation.
  - d) Davis-Bacon and/or other prevailing wages and reporting.
  - e) Other than that PPE needed for Circle Electric employees, costs for any and all infectious control means, methods, clothing, and equipment.
  - f) Performance and payment bonds.
  - g) All taxes.
  - h) Circle Electric is not responsible for project scheduling changes or delays caused by circumstances beyond our control.

23-14-009

**ACCEPTED BY:****DATE:***Electrical Reliability for Business Continuity*



**SG060 | 4.5L | 60 kW**  
**INDUSTRIAL SPARK-IGNITED GENERATOR SET**  
EPA Certified Stationary

**GENERAC®** | **INDUSTRIAL  
POWER**

**DEMAND RESPONSE READY**

**Standby Power Rating**

60 kW, 75 kVA, 60 Hz

**Demand Response Rating**

60 kW, 75 kVA, 60 Hz

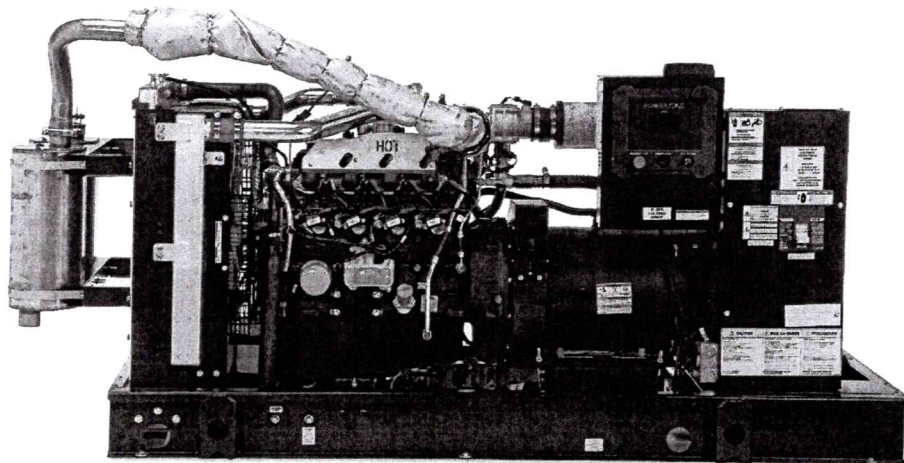


Image used for illustration purposes only



## Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.



UL2200, UL6200, UL1236, UL489



CSA C22.2



BS5514 and DIN 6271



SAE J1349



NFPA 37, 70, 99, 110



NEC700, 701, 702, 708



ISO 3046, 7637, 8528, 9001



NEMA ICS10, MG1, 250, ICS6, AB1



ANSI C62.41



IBC 2009, CBC 2010, IBC 2012,  
ASCE 7-05, ASCE 7-10,  
ICC-ES AC-156 (2012)

## Powering Ahead

Generac ensures superior quality by designing and manufacturing most of its generator components, such as alternators, enclosures, control systems and communications software. Generac also makes its own spark-ignited engines, and you'll find them on every Generac gaseous-fueled generator. We engineer and manufacture them from the block up — all at our facilities throughout Wisconsin. Applying natural gas and LP-fueled engines to generators requires advanced engineering expertise to ensure reliability, durability and necessary performance. By designing specifically for these dry, hotter-burning fuels, the engines last longer and require less maintenance. Building our own engines also means we control every step of the supply chain and delivery process, so you benefit from single-source responsibility.

Plus, Generac Industrial Power's distribution network provides all parts and service so you don't have to deal with third-party suppliers. It all leads to a positive owner experience and higher confidence level. Generac spark-ignited engines give you more options in commercial and industrial generator applications as well as extended run time from utility-supplied natural gas.



# SG060 | 4.5L | 60 kW

## INDUSTRIAL SPARK-IGNITED GENERATOR SET

EPA Certified Stationary

**GENERAC®** | **INDUSTRIAL POWER**

### STANDARD FEATURES

### DEMAND RESPONSE READY

#### ENGINE SYSTEM

- Oil Drain Extension
- Air Cleaner
- Level 1 Fan and Belt Guards (Open Set Only)
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil and Coolant
- Critical Silencer
- Oil Temperature Sender with Alarm
- Air Filter Restriction Indicator

#### FUEL SYSTEM

- NPT Fuel Connection on Frame
- Primary and Secondary Fuel Shutoff

#### COOLING SYSTEM

- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-Installed Radiator
- 50/50 Ethylene Glycol Antifreeze
- Radiator Drain Extension

#### ELECTRICAL SYSTEM

- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor

#### ALTERNATOR SYSTEM

- UL2200 GENprotect™
- Class H Insulation Material
- 2/3 Pitch
- Skewed Stator
- Brushless Excitation
- Sealed Bearing
- Full Load Capacity Alternator

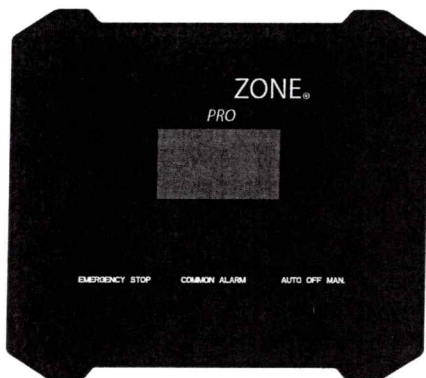
#### GENERATOR SET

- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Separation of Circuits - Multiple Breakers
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby and Demand Response Rated Units)

#### ENCLOSURE (If Selected)

- Rust-Proof Fasteners with Nylon Washers to Protect Finish
- High Performance Sound-Absorbing Material (Sound Attenuated Enclosures)
- Gasketed Doors
- Upward Facing Discharge Hoods (Radiator and Exhaust)
- Stainless Steel Lift Off Door Hinges
- Stainless Steel Lockable Handles
- RhinoCoat™ - Textured Polyester Powder Coat Paint

### CONTROL SYSTEM



#### Power Zone® Pro Controller

- NFPA 110 Level 1 Compliant
- Engine Protective Functions
- Alternator Protective Functions
- Digital Engine Governor Control
- Digital Voltage Regulator
- Multiple Programmable Inputs and Outputs
- Remote Display Capability
- Remote Communication via Modbus® RTU, Modbus TCP/IP, and Ethernet 10/100
- Alarm and Event Logging with Real Time Stamping

- Expandable Analog and Digital Inputs and Outputs
- Remote Wireless Software Update Capable
- Wi-Fi®, Bluetooth®, BMS, and Remote Telemetry
- Built-In Programmable Logic Eliminates the Need for External Controllers Under Most Conditions
- Programmable I/O Channel Properties
- Built-In Diagnostics

#### Alarms and Warnings

- High/Low Oil Pressure
- High/Low Coolant Level
- High/Low Coolant Temperature
- Sender/Sensor Failure
- High/Low Oil Temperature
- Over Total kW
- Over/Under Speed
- Over/Under Voltage
- Over/Under Frequency
- Over Current
- High/Low Battery Voltage
- Battery Charger Current
- Phase to Phase and Phase to Neutral Short Circuits (I²T Algorithm)

#### 4.3 Inch Color Touch Screen Display

- Resistive Color Touch Screen
- Easily Identifiable Icons
- Multi-Lingual
- On Screen Editable Parameters
- Key Function Monitoring
- Three Phase Voltage, Amperage, kW, kVA, and kVAr
- Selectable Line to Line or Line to Neutral Measurements
- Frequency
- Engine Speed
- Engine Coolant Temperature
- Engine Oil Pressure
- Engine Oil Temperature
- Battery Voltage
- Hourmeter
- Warning and Alarm Indication
- Diagnostics
- Maintenance Events/Information

**GENERAC®** | **INDUSTRIAL  
POWER**

## DEMAND RESPONSE READY

- Special Testing
- Battery Box

**GENERAC®** | **INDUSTRIAL  
POWER**

## DEMAND RESPONSE READY

## General

|                                    |                                            |
|------------------------------------|--------------------------------------------|
| Make                               | Generac                                    |
| Cylinder #                         | 4                                          |
| Type                               | In-Line                                    |
| Displacement - in <sup>3</sup> (L) | 275.0 (4.5)                                |
| Bore - in (mm)                     | 4.5 (114.3)                                |
| Stroke - in (mm)                   | 4.25 (107.95)                              |
| Compression Ratio                  | 9.1:1                                      |
| Intake Air Method                  | Turbocharged                               |
| Number of Main Bearings            | 5                                          |
| Connecting Rods                    | Forged Steel, Fractured Split, Bushingless |
| Cylinder Head                      | Cast Iron                                  |
| Cylinder Liners                    | Cast Iron                                  |
| Ignition                           | Coil Near Plug Solid State Inductive       |
| Piston Type                        | Cast Aluminum Flat Top                     |
| Crankshaft Type                    | Forged Steel                               |
| Lifter Type                        | Hydraulic                                  |
| Intake Valve Material              | Stainless Steel                            |
| Exhaust Valve Material             | Stainless Steel                            |
| Hardened Valve Seats               | High Steel Iron Alloy                      |

|                             |                             |
|-----------------------------|-----------------------------|
| Oil Pump Type               | Gear Driven                 |
| Oil Filter Type             | Full-Flow Spin-On Cartridge |
| Crankcase Capacity - qt (L) | 21 (20)                     |

|                        |                    |
|------------------------|--------------------|
| Cooling System Type    | Pressurized Closed |
| Fan Type               | Pusher             |
| Fan Speed - RPM        | 2,100              |
| Fan Diameter - in (mm) | 22 (533)           |

|                                                             |                      |
|-------------------------------------------------------------|----------------------|
| Fuel Type                                                   | Natural Gas, Propane |
| Fuel Injection                                              | Electronic           |
| Fuel Shut Off                                               | Generac              |
| Operating Fuel Pressure (NG)<br>- in H <sub>2</sub> O (kPa) | 5 - 14 (1.2 - 3.5)   |
| Operating Fuel Pressure (LP)<br>- in H <sub>2</sub> O (kPa) | 7 - 14 (1.7 - 3.5)   |

|                            |                              |
|----------------------------|------------------------------|
| System Voltage             | 12 VDC                       |
| Battery Charger Alternator | Standard                     |
| Battery Size               | See Battery Index 0161970SBY |
| Battery Voltage            | 12 VDC                       |
| Ground Polarity            | Negative                     |

|                                     |                    |
|-------------------------------------|--------------------|
| Standard Model                      | K0060124Y21        |
| Poles                               | 4                  |
| Field Type                          | Revolving          |
| Insulation Class - Rotor            | H                  |
| Insulation Class - Stator           | H                  |
| Total Harmonic Distortion           | <5% (3-Phase Only) |
| Telephone Interference Factor (TIF) | <50                |

|                                    |                          |
|------------------------------------|--------------------------|
| Standard Excitation                | Synchronous Brushless    |
| Bearings                           | Sealed Ball              |
| Coupling                           | Direct via Flexible Disc |
| Prototype Short Circuit Test       | Yes                      |
| Voltage Regulator Type             | Full Digital             |
| Number of Sensed Phases            | All                      |
| Regulation Accuracy (Steady State) | $\pm 0.25\%$             |



# SG060 | 4.5L | 60 kW

## INDUSTRIAL SPARK-IGNITED GENERATOR SET

EPA Certified Stationary

**GENERAC®** | **INDUSTRIAL POWER**

### OPERATING DATA

**DEMAND RESPONSE READY**

### POWER RATINGS

|                                 | Standby      |           |
|---------------------------------|--------------|-----------|
| Single-Phase 120/240 VAC @1.0pf | 60 kW/60 kVA | Amps: 250 |
| Three-Phase 120/208 VAC @0.8pf  | 60 kW/75 kVA | Amps: 208 |
| Three-Phase 120/240 VAC @0.8pf  | 60 kW/75 kVA | Amps: 181 |
| Three-Phase 277/480 VAC @0.8pf  | 60 kW/75 kVA | Amps: 90  |
| Three-Phase 346/600 VAC @0.8pf  | 60 kW/75 kVA | Amps: 72  |

### MOTOR STARTING CAPABILITIES (skVA)

| skVA vs. Voltage Dip |     |                |     |                |     |
|----------------------|-----|----------------|-----|----------------|-----|
| 120/240 VAC 1Ø       | 30% | 277/480 VAC 3Ø | 30% | 208/240 VAC 3Ø | 30% |
| A0060044N21          | 40  | K0060124Y21    | 124 | K0060124Y21    | 95  |
| A0100044N21          | 67  | K0100124Y21    | 227 | K0100124Y21    | 171 |

### FUEL CONSUMPTION RATES\*

| Natural Gas – scfh (m³/hr) |            | Propane Vapor – scfh (m³/hr) |           | Propane Liquid – gph (Lph) |            |
|----------------------------|------------|------------------------------|-----------|----------------------------|------------|
| Percent Load               | Standby    | Percent Load                 | Standby   | Percent Load               | Standby    |
| 25%                        | 231 (6.5)  | 25%                          | 64 (1.8)  | 25%                        | 2.2 (8.3)  |
| 50%                        | 413 (11.7) | 50%                          | 152 (4.3) | 50%                        | 4.4 (16.6) |
| 75%                        | 601 (17.0) | 75%                          | 232 (6.6) | 75%                        | 6.6 (24.9) |
| 100%                       | 795 (22.5) | 100%                         | 306 (8.7) | 100%                       | 8.8 (33.2) |

\* Fuel supply installation must accommodate fuel consumption rates at 100% load.

### COOLING

|                                                       | Standby                              |
|-------------------------------------------------------|--------------------------------------|
| Air Flow (Fan Air Flow Across Radiator) - Open Set    | cfm (m³/min) 4,343 (123)             |
| Coolant Flow                                          | gpm (Lpm) 24 (90)                    |
| Coolant System Capacity                               | gal (L) 9 (34)                       |
| Maximum Operating Ambient Temperature                 | °F (°C) 122 (50)                     |
| Maximum Operating Ambient Temperature (Before Derate) | See Bulletin No. 0199270SSD          |
| Maximum Additional Radiator Backpressure              | in H <sub>2</sub> O (kPa) 0.5 (0.12) |

### COMBUSTION AIR REQUIREMENTS

|                                    | Standby   |
|------------------------------------|-----------|
| Flow at Rated Power - cfm (m³/min) | 136 (3.9) |

### ENGINE

|                          |                | Standby     |
|--------------------------|----------------|-------------|
| Rated Engine Speed       | RPM            | 1,800       |
| Horsepower at Rated kW** | hp             | 98          |
| Piston Speed             | ft/min (m/min) | 1,275 (389) |
| BMEP                     | psi (kPa)      | 162 (1,119) |

### EXHAUST

|                                                         |              | Standby     |
|---------------------------------------------------------|--------------|-------------|
| Exhaust Flow (Rated Output)                             | cfm (m³/min) | 331 (9.0)   |
| Maximum Additional Exhaust Backpressure (Post Silencer) | inHg (kPa)   | 0.75 (2.54) |
| Exhaust Temperature (Rated Output)                      | °F (°C)      | 1,338 (726) |

\*\* Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

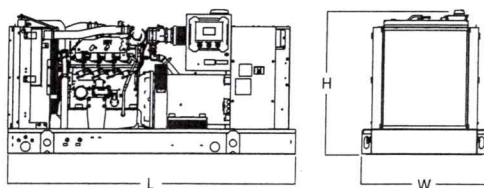
Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions. Please contact a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, and DIN6271 standards.  
Standby - See Bulletin 0187500SSB  
Demand Response - See Bulletin 10000018250

**SG060 | 4.5L | 60 kW**  
INDUSTRIAL SPARK-IGNITED GENERATOR SET  
EPA Certified Stationary



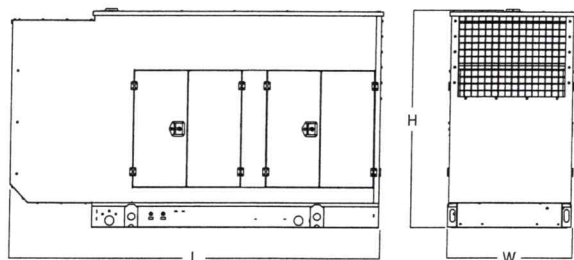
## DIMENSIONS AND WEIGHTS\*

## DEMAND RESPONSE READY



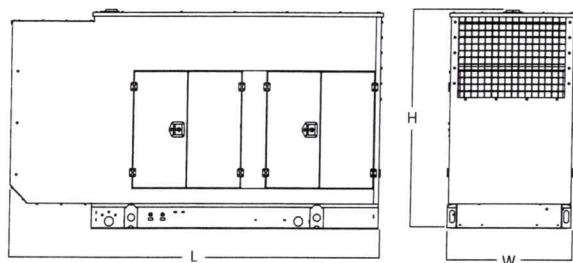
## OPEN SET

|                     |                                            |
|---------------------|--------------------------------------------|
| L x W x H - in (mm) | 92.9 (2,360) x 39.9 (1,014) x 46.0 (1,170) |
| Weight - lbs (kg)   | 1,923 - 2,094 (872 - 950)                  |



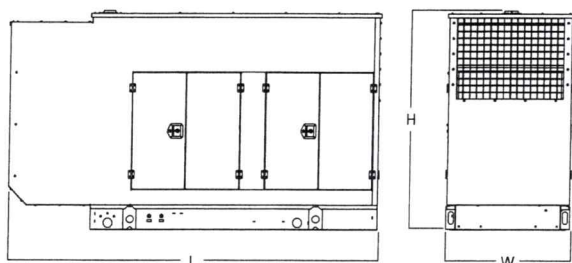
## LEVEL 0 SOUND ATTENUATED ENCLOSURE

|                     |                                                                                 |
|---------------------|---------------------------------------------------------------------------------|
| L x W x H - in (mm) | 120.8 (3,068) x 40.5 (1,028) x 69.0 (1,754)                                     |
| Weight - lbs (kg)   | Steel: 2,662 - 2,834 (1,207 - 1,286)<br>Aluminum: 2,310 - 2,483 (1,048 - 1,126) |



## LEVEL 1 SOUND ATTENUATED ENCLOSURE

|                     |                                                                                 |
|---------------------|---------------------------------------------------------------------------------|
| L x W x H - in (mm) | 120.8 (3,068) x 40.5 (1,028) x 69.0 (1,754)                                     |
| Weight - lbs (kg)   | Steel: 2,753 - 2,925 (1,249 - 1,327)<br>Aluminum: 2,401 - 2,573 (1,089 - 1,167) |



## LEVEL 2 SOUND ATTENUATED ENCLOSURE

|                     |                                                                                 |
|---------------------|---------------------------------------------------------------------------------|
| L x W x H - in (mm) | 120.8 (3,068) x 40.5 (1,028) x 69.0 (1,754)                                     |
| Weight - lbs (kg)   | Steel: 2,831 - 3,003 (1,284 - 1,362)<br>Aluminum: 2,458 - 2,630 (1,115 - 1,193) |

\* All measurements are approximate and for estimation purposes only.

**YOUR FACTORY RECOGNIZED GENERAC INDUSTRIAL DEALER**

Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.



# TX611 Series Transfer Switch

100 – 400 Amps

Contactor Type · Open and Delayed Transition

**GENERAC** | **INDUSTRIAL  
POWER**

- Automatic Transfer Switch
- 100 – 400 A, up to 480 VAC, 50/60 Hz
- Single or Three Phase
- 2, 3 or 4 Poles
- NEMA 1 or 3R
- Open and Inphase or Open with Delayed Transition
- ETL/cETL Listed to UL 1008
- 3 Cycle Rated for Easy Upstream Breaker Coordination

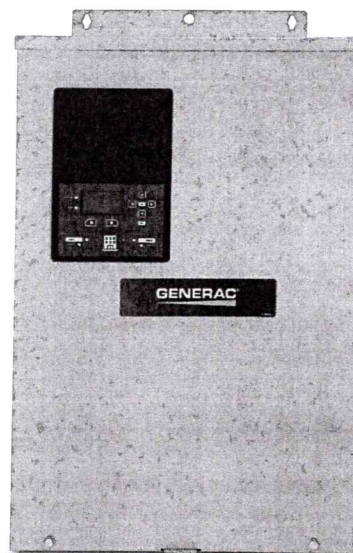


Image used for illustration purposes only

## Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.



ETL/cETL Listed to UL 1008



NFPA 37, 70, 99, 110



NEC 700, 701, 702, 708

## Description

Generac's contactor type transfer switches are double-throw robust switch construction with inherent interlocks to ensure safe positive transfer between power sources. The contacts are silver composite for long life, resisting pitting or burning. The switches are rated for full load transfers in mission critical, emergency, legally required, and optional power systems.

The microprocessor based controller provides the customers with the flexibility to program a comprehensive group of set points to match the application needs. The controller has 2 programmable inputs and 1 programmable output as standard and is available with optional expansion boards for up to 4 programmable inputs and outputs. The LCD displays real time and historical information with time-stamped events. The integrated plant exerciser can be configured in off, daily, day of week, biweekly, and monthly intervals with user selectable run time. Standard features of the controller include three phase sensing on both sources, phase unbalance, phase reversal, load shed, emergency inhibit, and communications.

# TX611 Series Transfer Switch

100 – 400 Amps

Contactor Type · Open and Delayed Transition

**GENERAC** | **INDUSTRIAL  
POWER**

## STANDARD FEATURES

### GENERAL

- Small Footprint, Results in Easy Mounting and Installation for Reduced Time and Costs
- Cable Entry is Top or Bottom
- Double-Throw, Stored Energy Transfer Mechanism
- Can be Electrically Isolated while Energized
- Graphical LCD-Based Display for Programming, System Diagnostics and Help Menu Display Mimic
- Diagram with Source Available and Connected LED Indicator
- Time-Stamped Event History Log
- Programmable Exerciser - Daily, Weekly, Bi-Weekly, Monthly
- Method of Transfer: Open with Inphase Transition
- Mechanically Interlocked to Prevent Connection of Both Sources
- Modbus® RTU
- TXC 100 Controller
- Operating Temperature -4 ° to 158 °F (-20 ° to 70 °C)
- Removable Top and Bottom Plates for Ease of Entry
- Voltage Agnostic\*
- High Withstand and Closing Ratings
- Heater Kit Standard on All 3R Enclosures
- Auxiliary Output Includes: Two Wire Start, Signal Before Transfer, Fault, and a Programmable Relay Output
- Auxiliary Input Includes: Permissive Inputs (24 VDC)
- General Alarm Indication
- 2 Year Standard Warranty

### VOLTAGE AND FREQUENCY SENSING

- Three Phase Under and Over Voltage Sensing on Normal and Emergency Sources
- Under and Over Frequency Sensing on Normal and Emergency
- Selectable Settings: Single or Three Phase Voltage
- Sensing on Normal, Emergency and Load 50 or 60 Hz
- Phase Sequence Sensing for Phase Sensitive Loads

### CONTROLS

- Front Programmable Control Reduces PPE Needs and Arc Flash Hazard
- Built in Battery Backup - Increases Switch Reliability and Reduces Switch Transition Time to Alternate Source
- Battery Backup Able to Power the Controller for up to 60 Minutes in the Event of No Source Availability
- Generator Battery Backup for Controller
- Accessible USB Port for Easy Data Downloads, Firmware Updates without Requiring PPE, Reducing the Risk of Arc Flash
- All Amp Nodes Offered with Delayed Transition
- Heater Programmable through Control for Desired Temperature and Humidity Settings
- Front Accessible Customer Connections

\* 480 V Delta Must be Specified at Time of Ordering for Transformer Kit to be Included

## AVAILABLE OPTIONS

- Chicago Code Kit
- 3R Padlockable Cover for Controller (Standard on 3R Enclosure)
- Emergency Inhibit
- Selectable Retransfer
- Manual Generator Retransfer
- Type 1 to 3R Conversion Kit
- Heater Option for Temperature and Humidity Control (Standard on 3R)
- Time Delay in Neutral Transition (TDN), or Inphase with a Default to Time Delay in Neutral Transfer
- Expandable Input/Output Board Module Includes: 4 Relay Outputs and 4 Optically Isolated Inputs
- 2 Year Extended Limited Warranty
- 5 Year Basic Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

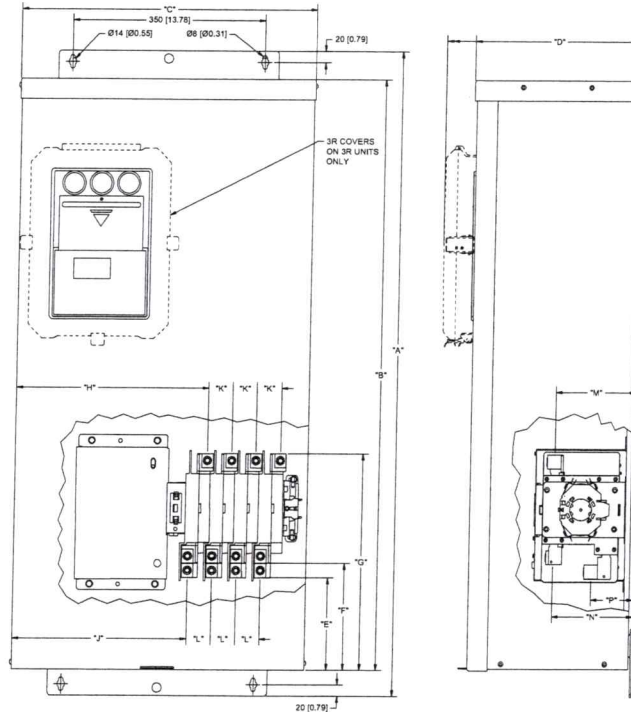
# TX611 Series Transfer Switch

100 – 400 Amps

Contactor Type · Open and Delayed Transition

**GENERAC** INDUSTRIAL POWER

## UNIT DIMENSIONS\*



### Contactor Type, Open and Delayed Transition, 100 – 400 A

| Description             | in (mm)         |                 |               |               |              |               |               |              |              |             |             |              |              |              | Cu/Al                           |                                 |                                 |                                          |                      | lbs (kg)      |
|-------------------------|-----------------|-----------------|---------------|---------------|--------------|---------------|---------------|--------------|--------------|-------------|-------------|--------------|--------------|--------------|---------------------------------|---------------------------------|---------------------------------|------------------------------------------|----------------------|---------------|
|                         | A<br>(Height)   | B<br>(Height)   | C<br>(Width)  | D<br>(Depth)  | E<br>(Dim)   | F<br>(Dim)    | G<br>(Dim)    | H<br>(Dim)   | J<br>(Dim)   | K<br>(Dim)  | L<br>(Dim)  | M<br>(Dim)   | N<br>(Dim)   | P<br>(Dim)   | Normal<br>75 °C Wire            | Standby<br>Source<br>75 °C Wire | Load<br>75 °C Wire              | Neutral<br>Connection                    | Ground<br>Connection |               |
| 100A NON SER<br>NEMA 1  | 35.6<br>(903)   | 31.7<br>(806)   | 21.4<br>(544) | 12.0<br>(305) | 9.3<br>(236) | 10.3<br>(262) | 18.1<br>(460) | 3.7<br>(93)  | 5.1<br>(129) | 1.5<br>(38) | 1.7<br>(44) | 5.8<br>(148) | 5.8<br>(148) | 4.8<br>(122) | (1) 2/0 - 14                    | (1) 2/0 - 14                    | (1) 2/0 - 14                    | (5) 2/0 - 14                             | (2) 1/0 - 14         | 105.8<br>(48) |
| 100A NON SER<br>NEMA 3R | 35.6<br>(903)   | 31.7<br>(806)   | 21.4<br>(544) | 14.1<br>(358) | 9.3<br>(236) | 10.3<br>(262) | 18.1<br>(460) | 3.7<br>(93)  | 5.1<br>(129) | 1.5<br>(38) | 1.7<br>(44) | 5.8<br>(148) | 5.8<br>(148) | 4.8<br>(122) | (1) 2/0 - 14                    | (1) 2/0 - 14                    | (1) 2/0 - 14                    | (5) 2/0 - 14                             | (2) 1/0 - 14         | 110.2<br>(50) |
| 150A NON SER<br>NEMA 1  | 35.6<br>(903)   | 31.7<br>(806)   | 21.4<br>(544) | 12.0<br>(305) | 9.3<br>(236) | 10.3<br>(262) | 18.1<br>(460) | 3.7<br>(93)  | 5.1<br>(129) | 1.5<br>(38) | 1.7<br>(44) | 5.8<br>(148) | 5.8<br>(148) | 4.8<br>(122) | (1) 250 - 6                     | (1) 250 - 6                     | (1) 250 - 6                     | (4) 350 - 6                              | (2) 250 - 6          | 116.8<br>(53) |
| 150A NON SER<br>NEMA 3R | 35.6<br>(903)   | 31.7<br>(806)   | 21.4<br>(544) | 14.1<br>(358) | 9.3<br>(236) | 10.3<br>(262) | 18.1<br>(460) | 3.7<br>(93)  | 5.1<br>(129) | 1.5<br>(38) | 1.7<br>(44) | 5.8<br>(148) | 5.8<br>(148) | 4.8<br>(122) | (1) 250 - 6                     | (1) 250 - 6                     | (1) 250 - 6                     | (4) 350 - 6                              | (2) 250 - 6          | 121.3<br>(55) |
| 200A NON SER<br>NEMA 1  | 35.6<br>(903)   | 31.7<br>(806)   | 21.4<br>(544) | 12.0<br>(305) | 9.3<br>(236) | 10.3<br>(262) | 18.1<br>(460) | 3.7<br>(93)  | 5.1<br>(129) | 1.5<br>(38) | 1.7<br>(44) | 5.8<br>(148) | 5.8<br>(148) | 4.8<br>(122) | (1) 250 - 6                     | (1) 250 - 6                     | (1) 250 - 6                     | (4) 350 - 6                              | (2) 250 - 6          | 116.8<br>(53) |
| 200A NON SER<br>NEMA 3R | 35.6<br>(903)   | 31.7<br>(806)   | 21.4<br>(544) | 14.1<br>(358) | 9.3<br>(236) | 10.3<br>(262) | 18.1<br>(460) | 3.7<br>(93)  | 5.1<br>(129) | 1.5<br>(38) | 1.7<br>(44) | 5.8<br>(148) | 5.8<br>(148) | 4.8<br>(122) | (1) 250 - 6                     | (1) 250 - 6                     | (1) 250 - 6                     | (4) 350 - 6                              | (2) 250 - 6          | 121.3<br>(55) |
| 300A NON SER<br>NEMA 1  | 51.4<br>(1,305) | 47.5<br>(1,206) | 24.4<br>(621) | 12.0<br>(305) | 9.8<br>(249) | 11.6<br>(295) | 20.4<br>(519) | 4.6<br>(116) | 6.3<br>(161) | 2.3<br>(59) | 2.3<br>(59) | 6.5<br>(166) | 6.5<br>(166) | 3.3<br>(84)  | (1) 600 - 4 or<br>(2) 250 - 1/0 | (1) 600 - 4 or<br>(2) 250 - 1/0 | (1) 600 - 4 or<br>(2) 250 - 1/0 | (5) 600 MCM - 4 or<br>(10) 250 MCM - 1/0 | (2) 250 - 6          | 174.2<br>(79) |
| 300A NON SER<br>NEMA 3R | 51.4<br>(1,305) | 47.5<br>(1,206) | 24.4<br>(621) | 14.1<br>(358) | 9.8<br>(249) | 11.6<br>(295) | 20.4<br>(519) | 4.6<br>(116) | 6.3<br>(161) | 2.3<br>(59) | 2.3<br>(59) | 6.5<br>(166) | 6.5<br>(166) | 3.3<br>(84)  | (1) 600 - 4 or<br>(2) 250 - 1/0 | (1) 600 - 4 or<br>(2) 250 - 1/0 | (1) 600 - 4 or<br>(2) 250 - 1/0 | (5) 600 MCM - 4 or<br>(10) 250 MCM - 1/0 | (2) 250 - 6          | 178.6<br>(81) |
| 400A NON SER<br>NEMA 1  | 51.4<br>(1,305) | 47.5<br>(1,206) | 24.4<br>(621) | 12.0<br>(305) | 9.8<br>(249) | 11.6<br>(295) | 20.4<br>(519) | 4.6<br>(116) | 6.3<br>(161) | 2.3<br>(59) | 2.3<br>(59) | 6.5<br>(166) | 6.5<br>(166) | 3.3<br>(84)  | (1) 600 - 4 or<br>(2) 250 - 1/0 | (1) 600 - 4 or<br>(2) 250 - 1/0 | (1) 600 - 4 or<br>(2) 250 - 1/0 | (5) 600 MCM - 4 or<br>(10) 250 MCM - 1/0 | (2) 250 - 6          | 174.2<br>(79) |
| 400A NON SER<br>NEMA 3R | 51.4<br>(1,305) | 47.5<br>(1,206) | 24.4<br>(621) | 14.1<br>(358) | 9.8<br>(249) | 11.6<br>(295) | 20.4<br>(519) | 4.6<br>(116) | 6.3<br>(161) | 2.3<br>(59) | 2.3<br>(59) | 6.5<br>(166) | 6.5<br>(166) | 3.3<br>(84)  | (1) 600 - 4 or<br>(2) 250 - 1/0 | (1) 600 - 4 or<br>(2) 250 - 1/0 | (1) 600 - 4 or<br>(2) 250 - 1/0 | (5) 600 MCM - 4 or<br>(10) 250 MCM - 1/0 | (2) 250 - 6          | 178.6<br>(81) |

### UL 1008 Withstand and Closing Ratings

| Ampere Rating | Specific Breaker (kA) | 3-Cycle Rating (kA) | Fuse Rating (Class J) |
|---------------|-----------------------|---------------------|-----------------------|
| 100           | 35                    | 22                  | 200 kA                |
| 150           | 42                    | 22                  | 200 kA                |
| 200           | 42                    | 22                  | 200 kA                |
| 300           | 65                    | 35                  | 200 kA                |
| 400           | 65                    | 35                  | 200 kA                |

\* All measurements are approximate and for estimation purposes only. Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.

Generac Power Systems, Inc. | P.O. Box 8 | Waukesha, WI 53189

P: (262) 544-4811 ©2020 Generac Power Systems, Inc. All rights reserved. All specifications are subject to change without notice.

Part No. A0000528440

Rev. B 06/18/2020



## PROPOSAL

**JRB ELECTRIC, INC.**  
**N171 W21045 INDUSTRIAL DRIVE**  
**JACKSON, WI 53037**  
**(262) 677-4961**  
**FAX (262) 677-4965**

Job Name: Village of Jackson DPW

Date: 1-25-23

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Proposal Submitted To

Work To Be Performed At

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|                  |                           |               |           |
|------------------|---------------------------|---------------|-----------|
| Name             | Village of Jackson DPW    | Owner         |           |
| Street           | W194 N16660 Eagle Dr      | Street        | same      |
| City             | Jackson                   | City          | State: WI |
| State            | WI                        | Date of Plans |           |
| Telephone Number | Jeff Deitsch 414-840-0560 | Architect     |           |

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We hereby propose to furnish the material and perform the labor necessary for the completion of:

**GENERATOR:**

1. 1 Kohler 60KW KG60 generator. Natural gas
2. 1 400 amp service rated transfer switch (KEP-DCTC-0400S-NK)
3. 8" compacted stone base.
4. 1 1 1/2" gas line
5. Locate generator at Northwest end of building
6. Owner training
7. Kohler 5 year warranty(Parts and labor on generator)
8. Start-up service
9. Battery heater
10. Carburetor heater
11. 6" concrete pad
12. Village of Jackson specifications per 1-11-23 email

Permit and One year Warranty on workmanship and materials.

All of the above work will be completed for the sum of: **Sixty-Two Thousand Four Hundred Dollars**

**(\$62,400.00)**

\*Plus Wisconsin Sales Tax if Applicable

**PAYABLE AS FOLLOWS:**

\_\_\_ DOWN PAYMENT: \$38,000.00  
\_\_\_ BALANCE UPON COMPLETION  
(INITIAL ON ABOVE LINES)

**ALTERNATES:**

1. KOHLER ON-CUE MONITORING \$540.00. TERMINATIONS AND SETUP
2. EXTREME COLD WEATHER PACKAGE. FUEL REGULATOR HEATER AND STATOR ENCLOSURE. \$325.00
3. GAS VALVE AND TEE FOR LP FUEL. \$250.00

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON THE OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work. Workman's Compensation and Public Liability Insurance on above work to be taken out by JRB Electric, Inc.

Respectfully Submitted **JASON BERG**

Note-This proposal may be withdrawn by us if not accepted within 14 days.

**ACCEPTANCE OF PROPOSAL**

The prices, specifications, terms and conditions, including the reverse side, are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Please sign and return copy

**TERMS AND CONDITIONS OF SALE PROPOSAL**

In addition to the terms and conditions on the face of this document, it is agreed:

1. **WARRANTY.** Purchase agrees that this proposal is subject to JRB Electric, Inc.'s standard one (1) year warranty. Pursuant to warranty, in no event shall JRB Electric be liable for consequential or special damages, and purchaser's sole remedy shall be repair or replacement of JRB Electric products. JRB Electric makes no other warranties, express or implied, and expressly excludes any implied warranty of merchantability or fitness for a particular purpose.
2. **PAYMENT.** Payment is due as specified above. All invoices are due upon receipt. Invoices NOT paid when due shall accrue interest at the rate of 18% per annum as set forth below and purchaser agrees to pay all costs of collection, including reasonable attorney fees.
3. **AMENDMENTS.** No additional or different specifications will be binding upon JRB Electric unless specifically agreed to in writing. Failure of JRB Electric to object to provisions contained in any purchase order or other communication from a Purchaser shall not be construed as acceptance of those provisions.
4. **CLAIMS.** Purchaser further agrees that any controversy or claim between Purchaser and JRB Electric shall be decided in Washington County Circuit Court, West Bend, Wisconsin.

**YOUR BILLING RIGHTS  
KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify us in case of errors or questions about your bill.** If you think your bill is wrong, or you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write us as soon as possible. We must hear from you no later than (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give the following information:

- Your name and address
- The address where JRB Electric installed goods or performed services
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.



**Your Rights and Our Responsibilities after We Receive Your Written Notice.**

We must acknowledge your letter within (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we report you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill is correct.

| Annual % Rate for Purchases | Annual Fees | Grace Period for Repayment of Balance for Purchases | Method of Computing the Balance for Purchases |
|-----------------------------|-------------|-----------------------------------------------------|-----------------------------------------------|
| 18%                         | None        | None                                                | See Balance Explanation Below                 |

(The information about the costs of credit is accurate as of July/2011. This information may have changed after that date. To find out what may have changed, write to us at N171 W21045 Industrial Drive, Jackson, WI 53037.)

**BALANCE EXPLANATION.** The finance charge on my account is figured by adding the balance due at the end of each day during the billing cycle, dividing that total by the number of days in the billing cycle to obtain an average daily balance. The finance charge is figured by applying the daily periodic rate of .049315% (18% Annual Percentage Rate) to the "average daily balance," and then multiplying that figure by the number of days in the billing cycle to obtain the total finance charge.

Finance charges begin on the date of posting the purchase to your account; however if the previous balance shown on your monthly statement is zero, or was paid in full by the payment due date, and you pay the new balance for correct purchase (less finance charges) by the current payment due date, you then will not have to pay those finance charges, or if a previous balance is shown, and was not paid in full, and you now pay the new balance by the payment due date, you will avoid additional finance charges on the new balance.

Notice to Married Applicants. No provision of any marital property agreement, unilateral statement under 766.69 Wis. Stats. Or court decree under 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted or an open end credit plan is entered into, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision.

# M e m o

e

**To:** Brian Kober

**From:** Jeff L. Deitsch

**Date:** 01/20/2023

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**Re: Purchase of Mini Excavator**

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As part of the Water & Wastewater Budget there was a line item to purchase a Mini excavator for the utilities. Each Utility budgeted \$45,000 for the purchase of this machine which was approved by the Village Board.

Mini excavators are ideal for jobs that take place within tight areas. Working between curb and sidewalk, for example, involves having to maneuver around trees, mailbox and other utilities underground. A mini excavator can perform the same functions a standard excavator can, but it does so on a smaller scale. This can significantly speed jobs where digging would otherwise have to be done manually. Having a Mini excavator in the fleet will expedite a project on our timeline not on an outside contractor timeline. Purchase of this Mini Excavator will open many opportunities for the Utilities and Public Works Department.

I set up specifications for the vendors so we could compare apples to apples as much as possible. I ask for bids from nine different vendors representing nine different Mini Excavator brands. The staff traveled to operate six out of the nine Mini Excavators that were bid. Next, I eliminated the machines who price exceeded the amount budgeted which dropped the units to Three. The staff discussed pros and cons of each machine that included maintenance and operational concerns. One operational concern was the operation of the boom functions. A hydraulic over Hydraulic operation is preferred over an electric over hydraulic operation. Cab access was a concern along with operator comfort. After evaluation, the staff rated the machines in the following order below and recommend the Takeuchi TB250-2.

1. Takeuchi TB250-2 -- \$85,800.00
2. Bobcat -- \$83,030.28
3. Sany SY50U -- \$78,431.00

| MINI X            | HP   | WEIGHT | DIGGING DEPTH | Dig Force | UNIT PRICE  | 18" BUCKET | 24" BUCKET | 36" DITCHING BUCKET | FROST TOOTH | TOTAL PRICE | Warranty      |          |
|-------------------|------|--------|---------------|-----------|-------------|------------|------------|---------------------|-------------|-------------|---------------|----------|
| BOBCAT E50        | 49.7 | 11894  | 12.7 FT       | 9511      | \$76,303.28 | \$1,648.00 | \$1,901.00 | \$1,849.00          | \$1,329.00  | \$83,030.28 | 5 yr/2000 hrs | operated |
| CAT 305-07        | 45   | 12000  | 12 FT         | 11,061    | \$88,500.00 | \$1,085.00 | \$1,250.00 | \$1,300.00          | \$900.00    | \$93,035.00 | 5 yr/4000 hrs | operated |
| JOHN DEERE 50G    | 35.9 | 10847  | 11.7 FT       | 8267      | \$87,900.00 | \$1,559.00 | \$1,717.00 | \$1,851.00          | \$2,086.00  | \$95,113.00 | 5 yr/2000 hrs |          |
| KUBOTA KX057-SR3P | 46.4 | 12886  | 12.75 FT      | 10,172    | \$87,200.00 | \$1,800.00 | \$1,950.00 | \$1,750.00          | \$2,050.00  | \$94,750.00 | 4 yr/4000 hrs | operated |
| SANY SY50U        | 39   | 12200  | 11.3 FT       | 7306      | \$74,424.00 | \$1,232.00 | \$1,354.00 | \$0.00              | \$1,421.00  | \$78,431.00 | 5 yr /5000hrs | operated |
| TAKEUCHI TB250-2  | 39   | 11288  | 12.4 FT       | 10,430    | \$80,805.00 | \$1,300.00 | \$0.00     | \$1,895.00          | \$1,800.00  | \$85,800.00 | 5 yr /2000hrs | operated |
| JCB 50Z           | 48.3 | 11089  | 11.11 FT      | 8542      | \$88,221.76 | \$745.00   | \$0.00     | \$1,415.00          | \$1,250.00  | \$91,631.76 | 5 yr/3000 hrs | operated |
| Case CX57C        | 66.9 | 12320  | 13.4 FT       | 9550      | \$86,900.00 | \$1,542.00 | \$1,741.00 | \$1,892.00          | \$1,696.00  | \$93,771.00 | 5 yr/3000 hrs | operated |
| Kobelco           | 37.4 | 12147  | 13.6 FT       | 8003      | \$85,525.00 | \$1,542.00 | \$1,741.00 | \$1,892.00          | \$1,696.00  | \$92,396.00 | 5 yr/3000 hrs |          |

Red = price is above amount Budgeted

Yellow = Price is within amount Budgeted but staff issues were:

Sany SY50U - Cab is small and hard to get in and out, digging depth, no 4 way blade  
Bobcat - Cab is small and harder to get in and out

Green = Price within amount Budgeted, Staff recommended

Takeuchi TB250-2 - Cab is big and easy to get in and out, Beefier Boom Turret, Hydraulic over Hydraulic operation  
Conventional Swing - better side track digging.



# Memo

**To:** Jen Keller, Village Administrator  
**From:** Brian W. Kober, P. E., Director of Public Works *BWK*  
**Subject:** Authorization for Future Truck Purchase Options  
**Date:** February 9, 2023  
**CC:** Village Board

The Public Works staff is requesting authorization for future purchase options of one-ton and 5-yard patrol trucks. We continue to see supply disruptions and cost increases impacting new truck orders that take close to two years to receive the equipment. Also, truck manufactures provide only a small window to order a truck.

The authorization would allow the Village to get on a list with the truck manufactures to be eligible for a truck. The eligibility does not commit the Village for the purchase but allows the opportunity to get a truck. If we do not take the opportunity, the truck purchase could be pushed off for four years or more of eligibility.

As recommended by Board of Public Works, we will explore other trucks manufacturers for comparison to the current and future fleet of International and GMC/Chev Trucks.

If you have any questions, please let me know.

Brian W. Kober, P.E.



# LAKE SIDE

## INTERNATIONAL TRUCKS

Corporate Office Location  
11000 W. Silver Spring Rd.  
P.O. Box 250827  
Milwaukee, WI 53225  
(414) 353-4800  
(800) 236-0444  
Fax: (414) 353-2743  
www.lakesidetrucks.com

Wisconsin Dealerships:  
Milwaukee  
Madison  
Racine  
West Bend  
Sheboygan  
Janesville  
Monroe

Illinois Dealership:  
Rockford

### Lakeside International 2024 & 2025 NEW TRUCK COMMODITY SURCHARGES

Lakeside International Trucks continues to see supplier disruptions and significant cost increases impacting our new truck order board & pricing.

Many of the major commodities used in production of our vehicles are seeing large increases in steel, aluminum, copper & resins. Despite our best efforts, global marketplace dynamics continue to increase our costs. Our competitors are seeing the same impact. Lakeside is doing everything in our power to manage our 2024 & 2025 production slots and pricing.

As a result, prices quoted after January 1, 2022, represent current build pricing for 2023 production which is currently full. We need our customers to understand that prices quoted after that date are just our estimated price based on past year over year price increases. There are new emissions coming for 2025 along with possible additional commodity surcharges. Lakeside cannot see into the future and cannot predict final pricing for 2024 & 2025 production. By signing this letter, you understand that there may be additional price adjustments for new emissions or additional commodity surcharges. You have the right to cancel your order six months prior to the build of your chassis. Lakeside will keep you updated monthly on the build schedule & additional costs should they arise.

\_\_\_\_\_  
Customer Signature & Date

  
\_\_\_\_\_  
Lakeside Signature & Date



Village of Jackson  
Public Works Equipment  
2023 Budget Year  
September 21, 2022

| Equipment Description                | Vehicle Number | Life Span | Department | 2013 | 2014 | 2015     | 2016 | 2017     | 2018      | 2019     | 2020 | 2021      | 2022      | 2023      | 2024      | 2025      | 2026      | 2027      | 2028     |
|--------------------------------------|----------------|-----------|------------|------|------|----------|------|----------|-----------|----------|------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|
| Big Orange #1, (1998) 1998 paid 2002 |                |           |            |      |      |          |      |          | \$175,000 |          |      |           |           |           |           |           | \$205,000 |           |          |
| Big Orange #2, (2002) 2003 paid 2008 | selling        |           |            |      |      |          |      |          |           |          |      | \$190,000 |           |           |           |           |           |           |          |
| Big Orange #3 Snow Plow (2009)       |                |           |            |      |      |          |      |          |           |          |      |           | \$49,000  | \$195,000 |           |           |           |           |          |
| Big Orange #4 Snow Plow (2013)       |                |           |            |      |      |          |      |          |           |          |      |           |           |           |           |           |           | \$210,000 |          |
| Backhoe/Loader Caterpillar (2012)    |                |           |            |      |      |          |      |          |           |          |      |           |           |           |           |           |           |           |          |
| Snowblower John Deer Loader (1999)   |                |           |            |      |      |          |      |          |           |          |      |           |           |           | \$100,000 |           |           |           |          |
| New 1 ton Diesel Truck               | selling        |           |            |      |      |          |      |          |           |          |      |           |           |           |           |           |           |           |          |
| New 1 ton GAS Truck                  |                |           |            |      |      |          |      |          |           |          |      | \$54,000  |           |           |           | \$70,000  |           |           | \$80,000 |
| Brush Chipper (Purchased in 2011)    |                |           |            |      |      |          |      |          |           |          |      |           |           |           |           | \$50,000  |           |           |          |
| replace waste supt truck             |                |           |            |      |      |          |      | \$24,000 |           |          |      |           |           |           |           |           |           |           |          |
| replace bucket truck (2004)          |                |           |            |      |      |          |      |          |           |          |      |           | \$150,000 | ?????     |           |           |           |           |          |
| John Deer Loader (1992)              |                |           |            |      |      |          |      |          |           |          |      |           |           |           | \$125,000 | \$125,000 |           |           |          |
| Bob Cat Skid Steer                   |                |           |            |      |      | \$5,000  |      |          |           |          |      |           |           |           |           |           |           |           |          |
| Vac / Jeter Truck WWTP               |                |           |            |      |      |          |      |          |           |          |      |           |           | \$500,000 |           |           |           |           |          |
| replace Water Super truck            |                |           |            |      |      |          |      | \$24,000 |           |          |      |           |           |           |           |           |           |           |          |
| Street Pick-up                       |                |           |            |      |      |          |      |          |           |          |      |           |           |           |           |           |           | \$60,000  |          |
| Bob Cat Skid Steer (2002)            |                |           |            |      |      | \$19,000 |      |          |           |          |      |           |           | \$86,000  |           |           |           |           |          |
| Zero Turn lawn mower                 |                |           |            |      |      |          |      |          | \$15,000  | \$13,000 |      |           |           | \$15,000  |           | \$15,000  |           |           | \$17,000 |
| Trailer to haul mowers / skid loader |                |           |            |      |      |          |      |          | \$5,600   |          |      |           |           |           |           |           |           |           |          |
| New Case Tractor to replace Allis    |                |           |            |      |      |          |      |          |           |          |      |           |           |           |           |           |           |           |          |
| Ballfield Groomer                    |                |           |            |      |      | \$16,000 |      |          |           |          |      |           |           |           |           |           |           |           |          |
| Total                                |                |           |            | \$0  | \$0  | \$40,000 | \$0  | \$48,000 | \$195,600 | \$13,000 | \$0  | \$244,000 | \$199,000 | \$796,000 | \$225,000 | \$260,000 | \$205,000 | \$270,000 | \$97,000 |

Building Truck might get truck in 2023

| Patrol Trucks | 2018 |     | 2021 |     | 2023 |     | One Ton Truck | 2021 |     | 2023 |     |
|---------------|------|-----|------|-----|------|-----|---------------|------|-----|------|-----|
|               | Year | Age | Year | Age | Year | Age |               | Year | Age | Year | Age |
|               | 1998 | 23  | 2003 | 18  | 2009 | 14  |               | 2000 | 21  | 2005 | 18  |
|               | 2003 | 18  | 2009 | 12  | 2012 | 11  |               | 2005 | 16  | 2009 | 14  |
|               | 2009 | 12  | 2012 | 9   | 2018 | 5   |               | 2009 | 12  | 2012 | 11  |
|               | 2012 | 9   | 2018 | 3   | 2021 | 2   |               | 2012 | 9   | 2022 | 1   |
|               |      | 62  |      | 42  |      | 32  |               |      | 58  |      | 44  |

Jackson Parks & Recreation  
N165 W20330 Hickory Lane  
Jackson, WI 53037  
(262) 677-9665  
[parkrec@villageofjacksonwi.gov](mailto:parkrec@villageofjacksonwi.gov)



# MEMO

DATE 2/8/2023

| TO                                  | FROM                                                                                               | REGARDING          |
|-------------------------------------|----------------------------------------------------------------------------------------------------|--------------------|
| *Jackson Village Board              | Kelly Valentino, CPRP                                                                              | Cedar Run Dog Park |
| *Jen Keller, Village Administrator  | Jackson Parks & Recreation Director                                                                | Recommendation     |
| *Brian Kober, Public Works Director | <a href="mailto:kelly.valentino@villageofjacksonwi.gov">kelly.valentino@villageofjacksonwi.gov</a> |                    |
|                                     | Phone Ext: (262) 677-9665 x113                                                                     |                    |

The idea/vision for the creation of a Dog Park at Cedar Run Park was brought before both the Jacksons Parks & Recreation Commission and the Board of Public Works at a joint meeting on January 31, 2023.

The idea/vision as presented in the meeting packet was discussed at length. Both entities unanimously made the recommendation for the Village Board to approve going to bid for the concept/site plan and the engineering, to be completed in the fall of 2023. Funding is available in the 2023 Park Impact Fee Budget for this project.

Thank you for your time and consideration.



# CEDAR RUN DOG PARK, JACKSON

++ Entrance Areas

— Fence  
— open play areas  
— Interior Path System  
⊠ Small Shelter

— Exterior Path (Non-Dog)  
MTI Parking





*Taking the lead in Washington County.*

## MEMO

TO: Mike Schwab, Village President; Village Board of Trustees

FROM: Jen Keller, Village Administrator

RE: Update – Next Generation Housing Framework

DATE: February 10, 2023

### **Background**

In January, the Next Generation Housing (NGH) Committee and Washington County Executive Committee reviewed and approved the revised NGH Framework. There is now a need to inform all communities apart of the NGH Initiative to understand those changes. Updates that will be discussed relate to the established minimum home construction standards, management of the Washington County financial contribution, and the importance of a deed restriction to prevent “flip for profit”. Washington County Community Development Director Deb Sielski will provide a brief update to the Board on this topic and answer any questions the Board may have.

### **Next Steps**

Following a February Village Board discussion and review, Staff will prepare an amended MOA between the County and the Village to be formally reviewed for approval by the Village Board in March.

### **Attachments:**

Washington County Next Generation Housing Framework – 1.24.2023

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

[www.villageofjacksonwi.gov](http://www.villageofjacksonwi.gov)





WASHINGTON COUNTY

# NEXT GENERATION HOUSING Framework





# Acknowledgements

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## **Office of the Washington County Executive**

|                |                  |
|----------------|------------------|
| Josh Schoemann | County Executive |
| Loni Hagerup   | Chief of Staff   |

## **Washington County Executive Committee**

|                     |                                  |
|---------------------|----------------------------------|
| Jeffrey Schleif     | County Board Chairperson         |
| Carroll Merry       | Vice Chairperson                 |
| Christopher Bossert | 2 <sup>nd</sup> Vice-Chairperson |
| Jodi Schulteis      |                                  |
| John Schodron       |                                  |

## **Next Generation Housing Committee**

|                       |                                                                      |
|-----------------------|----------------------------------------------------------------------|
| Brian Krebs           | Next Generation Housing Committee Chair/County Board Supervisor      |
| Christian Tscheschlok | Next Generation Housing Committee Vice Chair/Executive Director EDWC |
| Jodi Schulteis        | County Board Supervisor                                              |
| Justin Drew           | Community Development Director – City of Hartford                    |
| Mark Piotrowicz       | Development Director – City of West Bend                             |
| Jen Keller            | Village Administrator – Village of Jackson                           |
| Margaret Wilber       | Village Administrator – Village of Slinger                           |
| Katherine Gehl        | Administrative Services Coordinator – Village of Richfield           |
| Dave DeLuka           | Village President – Village of Newburg                               |
| Adam Gitter           | Village Administrator – Village of Kewaskum                          |
| Steve Kreklow         | Village Administrator – Village of Germantown                        |
| Tom Hostad            | Executive Director – Hartford Area Development Corporation           |
| Toni Gumina           | President & CEO – West Bend Chamber of Commerce                      |
| Dana Osmanski         | Realtor, First Weber Realtors                                        |
| Lynn Grgich           | Executive Director – Germantown Area Chamber of Commerce             |
| Laura Catherman       | Workforce Development Board Director – Workforce Development         |
| Deanna Alexander      | Village Administrator – Village of Newburg (Alternate)               |
| Jeff Retzlaff         | Community Development Director – Village of Germantown (Alternate)   |

## **Other Key Contributors**

|                  |                                                     |
|------------------|-----------------------------------------------------|
| Brian Heckendorf | Sr.VP – Community Banking Manager – Westbury Bank   |
| Paul Heinz       | VP – Retail Loan Operations Manager – Westbury Bank |
| Todd Fechter     | Mortgage Loan Originator – Landmark Credit Union    |
| Andrew Amenson   | Supervisor, Mortgage Lender – Landmark Credit Union |
| Tami Winkler     | President/CEO – Glacier Hills Credit Union          |
| Dan Anhalt       | Senior Director, Consultative Services, EDWC        |
| John Rehman      | President – Matrix Title Company                    |
| Scott Stortz     | President – Village of Slinger                      |
| Katrina Hanson   | Owner – Hanson & Co. Real Estate                    |
| Jake Curtis      | Attorney – Attolles Law                             |
| Ian Prust        | Attorney – O'Meara Law Firm                         |
| Jackie Mich      | Associate Planner – Vandewalle & Associates         |
| Scott Harrington | Principal Planner – Vandewalle & Associates         |

## Prepared by

---

### Washington County Community Development Department

|                  |                                |
|------------------|--------------------------------|
| Debora Sielski   | Community Development Director |
| Hannah Keckeisen | Housing Specialist/Analyst     |
| Cassie Schmidt   | Social Capital Coordinator     |

### For More Information:

Debora Sielski, Community Development Director  
Community Development Department  
333 E. Washington Street, Suite 2300  
West Bend, WI 53095-2003

262-335-4445

[cddinfo@washcowisco.gov](mailto:cddinfo@washcowisco.gov)

## Framework Review / Approval

---

- Next Generation Housing Committee Review: 4/29/2022
- Washington County Executive Committee Review: 5/18/2022
- Washington County Executive Committee Update: 6/30/2022
- Washington County Board of Supervisors Adopting Funding Resolution: 7/13/2022
- Next Generation Housing Committee Review: 7/28/2022
- Next Generation Housing Committee Review and Approval: 1/23/2023
- Washington County Executive Committee Review and Approval: 1/24/2023

*"I'm extremely excited that Washington County is moving forward on the Next Generation Housing Initiative. I believe it will help many achieve homeownership while still living within their means. We just want a small, new home with a small yard to call our own. We'd finally have our own space. Everyone deserves a chance to feel proud of owning their own home. I hope someday we'll be able to feel that sense of accomplishment! Thank you for creating this initiative as it could help pave the way for a new housing revolution that's been sorely needed in Wisconsin."*

- City of Hartford resident

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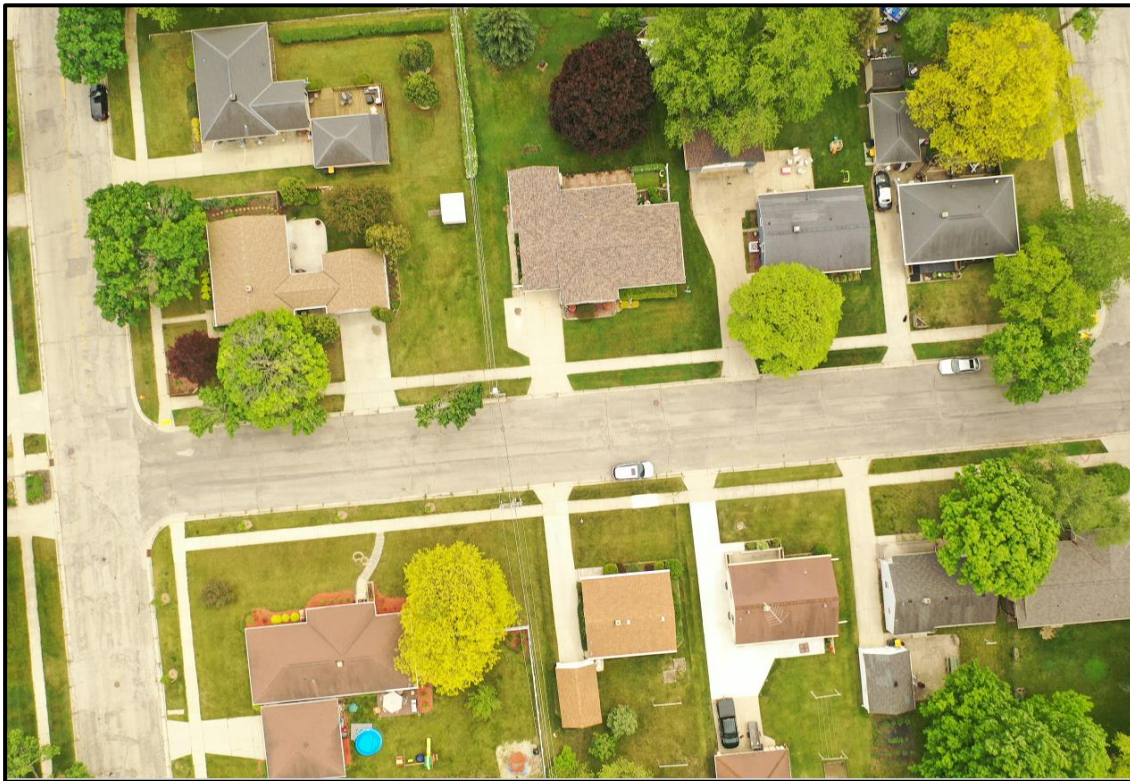
# Introduction

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The Next Generation Housing (NGH) Initiative was launched in October of 2021. The Washington County Executive, Josh Schoemann, recognized the need for high quality attainable housing and established this Initiative to create more “Missing Middle” housing in the County. The main goal of this Initiative is to create 1,000 new owner-occupied dwelling units in Next Generation Housing developments with 75% selling for under \$320,000 and 100% under \$420,000, including home and lot/site, by 2032.

What started as an idea has gained momentum throughout the County, with support by local governments, businesses, chambers of commerce, lenders, realtors, builders, non-profit organizations, and residents interested in obtaining reasonably priced homes in the communities in which they work. The Community Development Department has been working diligently with the Next Generation Housing Committee, the County Executive Team, the Pilot Development Groups, and Ad Hoc Workgroups (including builders, bankers, realtors, developers, and attorneys) to design the foundational structure of Next Generation Housing and establish this Framework for implementation.

The Framework details how Washington County and partnering local governments will achieve the goal of providing housing opportunities for working individuals and families to grow their roots in the County and build equity through home ownership. From establishing the pilot development sites through an inventory analysis, to creating a sustainable funding source for the Initiative, this Framework is a major steppingstone in achieving Next Generation Housing.



*Figure 1 Drone image of a subdivision in Washington County.*

## Background

- Washington County Next Generation Housing Fund - \$10,000,000 (\$2.5 million – ARPA)
- The Washington County Board of Supervisors adopted 2022 Resolution 22 (Attachment A), which approved a \$7.5 million transfer from the General Fund for the Next Generation Housing Initiative.
- The United States Government passed the American Rescue Plan Act (ARPA) on March 11, 2021, establishing the Coronavirus Local Fiscal Recovery Plan, which is intended to assist local governments, including Washington County, in responding to the impact COVID-19 has had on the local community.
- Under the provisions of ARPA Washington County received \$26 million in recovery funds for economic and community recovery from the COVID-19 pandemic. ARPA guidance allows Washington County to use funds for the provision of government services to the extent of the reduction in revenues due to the COVID-19 public health emergency. These funds will be used to address the current and future issues pertaining to the declining workforce in Washington County and the declining population across the United States.
- On September 9, 2021, the Washington County Board of Supervisors adopted 2021 Resolution 43 (Attachment B), which accepted the \$26 million ARPA funds and resolved that the funds shall be administered consistent with the County's Grant Policy. Expenditures of the ARPA funds will be managed and reported through the County's financial system.
- The Washington County Executive dedicated \$2.5 million of revenue loss funds for the provision of government services for the Next Generation Housing Initiative.

## Public Purpose

- Community leaders, employers, and employees have long expressed concerns over the perceived housing inventory and affordability in Washington County. The workforce shortage, compounded with the high cost of living within Washington County, is stretching the workforce thin. With rising home and construction costs, the workforce is struggling to save money and purchase homes.
- A 2022 study by Tracy Cross & Associates, based on income, identified the demand for new construction housing in Washington County is largely concentrated at price points below \$350,000, which corresponds with

the mainstream / workforce of the market. However, the majority of new construction offerings in the market are concentrated at prices above \$350,000. There is a disconnect between the housing demand and new residential construction for sale. ([View the full Tracy Cross Study](#))

A CURRENT DISCONNECT IN WASHINGTON COUNTY'S FOR SALE SECTOR

| Price Range       | For Sale Housing Demand<br>(Based Upon Current Incomes) |              | Qualitative Distribution of<br>New Construction Residential Closings <sup>(1)</sup> |              |
|-------------------|---------------------------------------------------------|--------------|-------------------------------------------------------------------------------------|--------------|
|                   | Number                                                  | Percent      | Number                                                                              | Percent      |
| Under \$200,000   | 38                                                      | 9.0          | ---                                                                                 | ---          |
| 200,000 - 249,999 | 80                                                      | 19.0         | 8                                                                                   | 3.5          |
| 250,000 - 299,999 | 71                                                      | 16.9         | 26                                                                                  | 11.5         |
| 300,000 - 349,999 | 46                                                      | 11.0         | 31                                                                                  | 13.7         |
| 350,000 - 399,999 | 39                                                      | 9.3          | 51                                                                                  | 22.5         |
| 400,000 - 449,999 | 30                                                      | 7.1          | 50                                                                                  | 22.0         |
| 450,000 - 499,999 | 25                                                      | 6.0          | 29                                                                                  | 12.8         |
| 500,000 - 549,999 | 19                                                      | 4.5          | 10                                                                                  | 4.4          |
| 550,000 - 599,999 | 16                                                      | 3.8          | 6                                                                                   | 2.6          |
| 600,000 & Above   | 56                                                      | 13.3         | 16                                                                                  | 7.0          |
| <b>Total</b>      | <b>420</b>                                              | <b>100.0</b> | <b>227</b>                                                                          | <b>100.0</b> |
| <b>Median</b>     | ----- \$323,181 -----                                   |              | ----- \$397,332 -----                                                               |              |

<sup>(1)</sup> Last 18 months of closings among new townhome/duplex/condominium and single family units (annualized).

Source: Tracy Cross & Associates, Inc. and Southeast Wisconsin Multiple Listing Service  
Figure 2 Image of the Current Disconnect in Washington County's For Sale Sector.



- This large disparity between new construction price points and income reflects the reality that a different approach must be taken for the introduction of new for sale housing in Washington County. This new approach requires all stakeholders working collaboratively to develop creative and innovative solutions.
- Neighborhoods with owner presence, having a variety of owner-occupied housing types thrive and allow entry level homeowners to build wealth which assists in upward mobility.<sup>1</sup>
- The total number of jobs within Washington County is expected to increase by about 37% by the year 2050. To account for the anticipated growth of jobs in the community, housing affordability concerns are a top priority.
- Washington County is experiencing an aging population with a slow growth rate not keeping pace with retirements. In addition to housing concerns, there is a potential adverse impact on local non-profits, civic groups, churches, and other organizations that rely on volunteers.

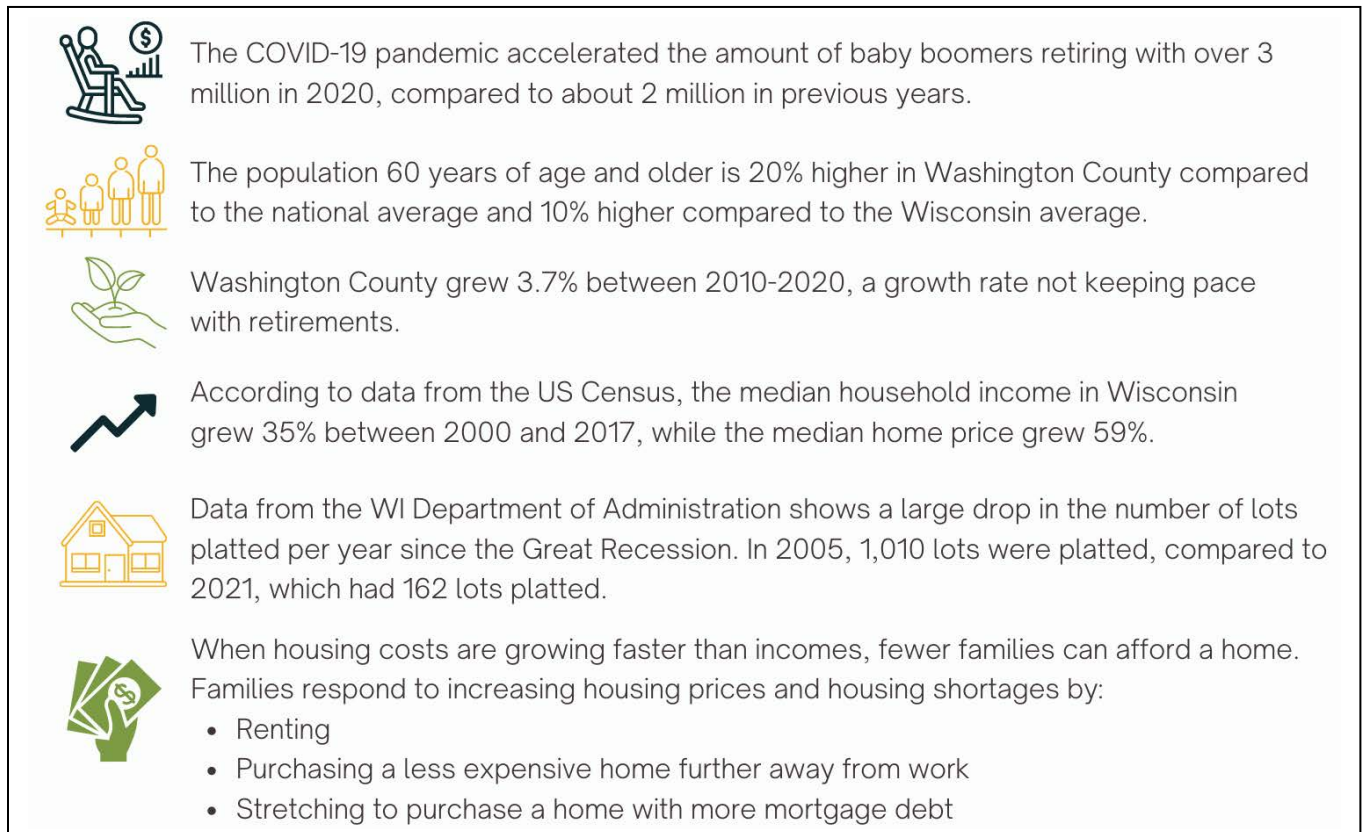


Figure 3 Reasons why Next Generation Housing is needed.<sup>2</sup>

- On October 7, 2021, the Washington County Executive announced the Our Great Community Campaign and the creation of the Community Development Department and Next Generation Housing Coalition. The Our Great Community Campaign is aimed at preserving and promoting Washington County values and the authentic quality of life within the community. The vision for the Our Great Community Campaign is a place where businesses and individuals are connected to one another through trusting networks and common values in service to each other. The campaign includes several initiatives including:
  - Next Generation Housing – Navigating housing opportunities, providing attainable quality housing options and building a diverse housing population.
  - Social Capital – Connecting individuals with public, private, nonprofit, civic and religious organizations to build a strong community and personal connections.

<sup>1</sup> Howard Husock, The Poor Side of Town: and Why We Need It, September 2021

<sup>2</sup> EMSI, The Demographic Drought, 2021

- Workforce and Education – Inspiring graduates from our high-quality educational institutions to connect with County employers maximizing the workforce and retaining homegrown talent.
- As part of the Our Great Community Campaign, the Next Generation Housing Initiative is a coalition of Washington County communities that coordinate efforts and resources to navigate housing opportunities, providing attainable quality housing options and building a diverse housing population. The Next Generation Housing Committee was established in 2021 to promote intergovernmental cooperation and collaboration working together to achieve the Next Generation Housing Vision.

### Next Generation Housing Vision

*Navigating housing opportunities, providing attainable housing options  
and building a diverse housing population.*

### Goals

- Providing 1000 new owner-occupied dwelling units in Next Generation Housing developments with 75% being sold for under \$320,000 and 100% under 420,000, including home and lot/site, by 2032.
- Overcoming barriers to home ownership for our next generation.
- Satisfying the basic need of obtaining quality homes within 30% of household income.
- The Next Generation Housing Initiative will make a positive impact in Washington County with a wide range of benefits related to *Economic Growth & Vitality* and *Safe and Secure Community Goals* by creating and establishing housing developments that will allow the workforce to grow roots and establish strong relationships within the community. The Next Generation Housing Initiative seeks to overcome barriers to home ownership through the deployment of County funds.
- The Next Generation Housing Committee will review the Framework for the Next Generation Housing and Screening Checklist on an annual basis or as requested by local governments.
- The County Executive Committee will review substantial changes to the Next Generation Housing Framework and Screening Checklist as needed.

## Overview

---

- The Next Generation Housing developments will produce high quality owner-occupied dwelling units in which 75% are sold for under \$320,000 and 100% under \$420,000.
- Establishing the \$320,000 and \$420,000 limits for Next Generation Housing was based on the 2022 annual median household income of Washington County (\$80,839) and interest rates. Working with a local lender, the following was determined based on a conventional 30-year fixed rate mortgage at 6.500% with a 5% down payment, a minimum credit score of 740 and includes private mortgage insurance<sup>3</sup>:
  - Purchase price of \$250,000 – requires a household income of \$80,040/year
  - Purchase price of \$275,000 – requires a household income of \$87,250/year
  - Purchase price of \$300,000 – requires a household income of \$96,000/year
  - Purchase price of \$320,000 – requires a household income of \$102,240/year<sup>4</sup>
  - Purchase price of \$350,000 – requires a household income of \$111,000/year
  - Purchase price of \$375,000 – requires a household income of \$118,680/year

<sup>3</sup> Housing ratio used in calculation is 30% of gross monthly income to allow for approximately 7% - 9% for all other monthly payments such as auto loans, student loans, credit cards etc.

<sup>4</sup> At the launch of the Next Generation Housing Initiative in October 2021 a \$320,000 home required an annual household income of \$77,400/year with an interest rate of 3.125%.

- The Next Generation Housing Committee will complete an annual review and may recommend to the Washington County Executive Committee an adjustment to the \$320,000 and \$420,000 limits based on current annual median household income of Washington County and interest rates.
- Washington County is providing \$6.75 million for three pilot developments (Village of Jackson, City of Hartford/HADC and Village of Slinger) through the Next Generation Housing Fund. These funds will be allocated based on a maximum \$20,000/owner-occupied dwelling unit capped at \$2.4 million for any one site. This investment is a grant to the local government and acts as a 0% loan for infrastructure construction and other eligible expenses. A lien will be recorded for each owner-occupied dwelling unit at the time the land is transferred to the builder/developer. The lien will be satisfied, and funds returned to the County as part of the home closing. Funds returned to the County will fund future Next Generation Housing developments and the Next Generation Housing Down Payment Program.
- Home builders shall complete 75% of home/lot packages with costs under \$300,000 and 100% under \$400,000. The Next Generation Housing Fund investment of \$20,000 per owner-occupied dwelling unit will be an additional cost to the home buyer and the lien will be satisfied at time of close with a total sale price of under \$320,000 and \$420,000, respectively. For example:
  - Home/Lot Package \$280,000 + Co. NGH Investment: \$20,000 = \$300,000 Sale Price
  - Home/Lot Package \$300,000 + Co. NGH Investment: \$20,000 = \$320,000 Sale Price
  - Home/Lot Package \$350,000 + Co. NGH Investment: \$20,000 = \$370,000 Sale Price
  - Home/Lot Package \$400,000 + Co. NGH Investment: \$20,000 = \$420,000 Sale Price
- Local governments can adjust the \$20,000/ owner-occupied dwelling unit based on dwelling unit type and number of owner-occupied dwelling units per development. Soft costs such as housing studies, zoning ordinance updates, etc., funded through the Next Generation Housing Fund for pilot developments will be subtracted from the total owner-occupied dwelling unit calculated.
- All Next Generation Housing development protective covenants shall identify that the homes funded by the Next Generation Housing Fund remain owner-occupied in perpetuity. A model Next Generation Housing Declaration of Protective Covenants will be available for reference. An accessory dwelling unit located in a primary owner-occupied property is allowed.
- In an effort to provide homes within the price point limits, it is anticipated that the sale prices will be under the fair market value. It is reasonable to establish and require a mechanism to prevent “flip for profit” for a period of time after first owner occupancy. Each Next Generation Housing owner-occupied dwelling unit shall have a five-year deed restriction placed on the property at time of sale to the first homeowner after occupancy. In the event the property is sold within the first five years of ownership, a portion of the net gain from the sale shall be returned to the local government as outlined in the deed restriction. The deed restriction and repayment structure will be defined by each Next Generation Housing development/local government (See Attachment C - Flowchart for Next Generation Housing Fund Process for more detail on the above process).
- With the goal of providing 1000 new owner-occupied dwelling units by 2032, the initial \$6.75 million County investment will have nearly all funds returned to the County at home closing. These funds will be reallocated back into future Next Generation Housing developments and the Next Generation Housing Down Payment Program (See Attachment D – Flowchart Financing 1,000 Next Generation Homes for more detail).

***“We couldn’t find a home in our price range in Slinger, where we wanted to live.”***

-- Teacher and police officer (dual income) working in the Village of Slinger

***“I would love to move to Hartford, but I can’t afford the cost of homes compared to Watertown.”***

-- City of Hartford employee

# Budget

- There are three main components to the Next Generation Housing Fund:
  - Next Generation Housing Down Payment Program (\$2.5 million – ARPA)
  - Next Generation Housing Pilot Developments (\$6.75 million)
  - Next Generation Housing Start-up Funds (\$750,000)
- **Next Generation Housing Down Payment Program** – There is \$2.5 million allocated for the Next Generation Housing Down Payment Program for purchases of owner-occupied homes. Down payment amounts will be no more than 10 percent of home purchase price or \$20,000, whichever is less. Details of the program, budget, fees, reserve funds, authorities and responsibilities will be outlined in the Framework for Next Generation Housing Down Payment Program - Heads of Terms.
- **Next Generation Housing Pilot Developments** – There is \$6.75 million allocated for three separate Next Generation Housing pilot developments (Village of Jackson, City of Hartford/HADC and Village of Slinger). These funds will be allocated based on a maximum \$20,000/owner-occupied dwelling unit capped at \$2.4 million for any one site. Funds will be allocated on a first come, first served basis with the condition that the development align with the Next Generation Housing Vision and Goals and meets the requirements outlined in this Framework. Eligible uses of funds include engineering services, planning services, surveying, environmental due diligence, land acquisition, infrastructure development, stormwater management, street trees, signs, lighting, municipal fees, permits and direct developer incentives. Each funding request will be considered through a separate approval process.

## Next Generation Housing Pilot Sites



Figure 4 Drone image of Hartford NGH Site.

### City of Hartford / Hartford Area Development Corporation

The City of Hartford is partnering with the Hartford Area Development Corporation to develop 64 acres.



Figure 5 Drone image of Jackson NGH Site.

### Village of Jackson

The 20-acre Village of Jackson pilot site is owned by the municipality and is located directly behind the new municipal building.



Figure 6 Drone image of Slinger NGH Site.

### Village of Slinger

Its convenient location along I-41 and Highway 60 makes this a priority site for new residential development in Slinger.



- **Next Generation Housing Start-up Funds** – There are two separate areas for Next Generation Housing Start-up Funds:
  - **Initial Start-up Funds** – On March 14, 2022, the Next Generation Housing Committee approved an allocation for local governments to initiate preparation of priority sites for Next Generation Housing development. The City of West Bend and the villages of Germantown, Newburg, and Kewaskum have been allocated \$62,500 each (\$250,000 total allocation) to complete initial steps toward their priority Next Generation Housing developments. Eligible uses of funds include engineering services, planning services, surveying, environmental due diligence, and land acquisition.
  - **Additional Start-up Funds** – There is \$500,000 allocated for additional start-up work for the City of West Bend and the villages of Germantown, Newburg, and Kewaskum to continue initial steps toward their priority Next Generation Housing developments. There is a funding cap of \$125,000 for any one site. These funds will be allocated on a first come, first served basis with the condition that the development align with the Next Generation Housing Vision and Goals and meets the requirements outlined in this Framework. Eligible uses of funds include engineering services, planning services, surveying, environmental due diligence, land acquisition, infrastructure development, stormwater management, street trees, signs, lighting, municipal fees, permits and direct developer incentives. Each funding request will be considered through a separate approval process.

| Washington County Next Generation Housing (NGH) Fund Proposed Budget |                                                                                                    |                  |                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                      | Task                                                                                               | Amount           | Notes                                                                                                                                                                                                                                                                                                                                                                     |
| NGH Down Payment Program                                             | Next Generation Housing Forgivable Down Payment Program                                            | \$ 2,500,000.00  | Anticipate donations from businesses will add to total and includes Program Admin. Reserve                                                                                                                                                                                                                                                                                |
| NGH Pilot Developments                                               | Three Pilots (1-Village of Jackson/2-City of Hartford-HADC/3-Village of Slinger)                   | \$ 6,750,000.00  | Conditional on development aligning with NGH Vision/Goals. Each request for funding is a separate approval process through the NGH Committee and County Executive Committee for the pool of funds allocated for pilot NGH developments. Funds available based on max. \$20,000/owner-occupied dwelling unit capped at \$2.4 million for any one pilot -1st come/1st serve |
| Start-up Funds                                                       | Initial Start-up Funds for local governments                                                       | \$ 250,000.00    | West Bend, Kewaskum, Newburg, Germantown (eligible uses defined in approved request) County NGH Project Manager to review and approve each funding request.                                                                                                                                                                                                               |
|                                                                      | Additional Start-up Funds for Local governments Without NGH Pilot Developments as Needed/Requested | \$ 500,000.00    | Utilized for other contracted work requested by local governments as they work through their next steps. Each request for funding is a separate approval process through the NGH Committee and County Executive Committee. Cap at \$125,000 for any development – first come, first served                                                                                |
| Total                                                                |                                                                                                    | \$ 10,000,000.00 |                                                                                                                                                                                                                                                                                                                                                                           |



# Project Eligibility and Approval Process

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- ***Next Generation Housing Pilot Developments or Additional Start-up Funds*** - All local governments requesting projects as part of the Next Generation Housing Pilot Developments or Additional Start-up Funds:
  - All local governments are required to provide the following to the County Next Generation Housing Project Manager to determine initial eligibility:
    - Screening Checklist
    - Allocation Request for Next Generation Housing Committee
    - Relevant Proposals and Cost Estimates
  - Eligible expenses include, but are not limited to:
    - Engineering Services
    - Planning Services
    - Surveying
    - Environmental Due Diligence
    - Land Acquisition
    - Infrastructure development (roads, sewer, water, sidewalks, grading, etc.)
    - Direct Developer Incentives
    - Stormwater management
    - Street trees, signs, lighting
    - Municipal fees and permits
  - County Next Generation Housing Project Manager will determine initial eligibility on requested projects and finalize materials for Next Generation Housing Committee consideration.
  - The Screening Checklist (See Attachment E) will be used to determine if the proposed Next Generation Housing project aligns with the vision and goals of the Next Generation Housing Initiative and therefore appropriate for investment by the Next Generation Housing Committee and Washington County. Eligibility will be based on the following:
    - Potential to move a Next Generation Housing development forward
    - Alignment with definition of Next Generation Housing developments (new owner-occupied dwelling units sold in Next Generation Housing developments with 75% under \$320,000 and 100% under \$420,000, including home and lot/site, by 2032)
    - Local government has tools, time, and resources in place to make the site a priority
    - Development identified as a Next Generation Housing Pilot or listed on the Next Generation Housing Development Inventory
    - Consideration of Site Complexity
    - Consideration of Environmental Conditions
    - Developer Engagement
    - Local Government contributions and support
  - For infrastructure development funding requests, all applicable preliminary plat and zoning approvals (local, County, State) and a development agreement in principle must be secured prior to requesting funding allocation and submitted to County Next Generation Housing Project Manager. The County will request a Return on Investment (ROI) Impact Analysis to be completed by Economic Development Washington County (EDWC) prior to requesting funding allocation. This report will be shared with the Next Generation Housing Committee and County Executive Committee.
  - The Next Generation Housing Committee will confirm project eligibility and provide initial approval with a recommendation to the County Executive Committee for projects \$10,000 and over. For projects under \$10,000, the Next Generation Housing Committee will provide final approval of proposed projects unless the County Board Representative on the Next Generation

Housing Committee states the project proposal should be reviewed and approved by the County Executive Committee. The County Executive Committee will review this approval process annually.

- o The Washington County Executive Committee will consider, through consensus, proposed projects \$10,000 and over and all projects under \$10,000 that have been requested for County Executive Committee review by the County Board Representative on the Next Generation Housing Committee.
- o Due to the nature of housing development, there may be unusual circumstances where a funding request by a local government is required with a short turnaround time. In the event that the County Next Generation Housing Project Manager is not able to convene a quorum for a Next Generation Housing Committee prior to a project needing to start, the Project Manager will request an exception by the Chair and Vice Chair of the Next Generation Housing Committee and the Chair of the County Executive Committee requesting the immediate approval of the funds. A post-facto approval of the project will be placed on the following Next Generation Housing Committee and County Executive Committee agendas for consideration. The Next Generation Housing Project Manager will ensure that funds are available for the project requested by the local government and that the project is eligible for funding based on the Screening Checklist.

### **Project Approval Process for Next Generation Housing Pilot Developments or Additional Start-up Funds**

| <b>Task</b>                                                                                                                                                                                                                                                       | <b>County<br/>Community<br/>Development<br/>Department</b> | <b>Next Gen.<br/>Housing<br/>Committee<br/>(NGHC)</b> | <b>Economic<br/>Develop.<br/>Washington<br/>County</b> | <b>NGH Local<br/>Government</b> | <b>County<br/>Executive<br/>Committee</b> | <b>County<br/>Executive</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------|---------------------------------|-------------------------------------------|-----------------------------|
| Submit Screening Checklist and Request Report                                                                                                                                                                                                                     |                                                            |                                                       |                                                        | X                               |                                           |                             |
| Determine Initial Project Eligibility and Finalize Request to NGHC                                                                                                                                                                                                | X                                                          |                                                       |                                                        |                                 |                                           |                             |
| Development of NGHC Agenda                                                                                                                                                                                                                                        | X                                                          |                                                       |                                                        |                                 |                                           |                             |
| Notification of NGHC Agenda                                                                                                                                                                                                                                       |                                                            | X                                                     | X                                                      | X                               | X                                         | X                           |
| Confirm Project Eligibility w/ Approval for projects under \$10,000 (unless recommended by County Board Representative to Co. Executive Committee for Approval) and Initial Approval and Recommendation to Co. Executive Committee for projects \$10,000 and over |                                                            | X                                                     |                                                        |                                 |                                           |                             |
| Final Approve of Project Through Consensus for projects \$10,000 and over or projects that have been requested for Co. Executive Committee Review                                                                                                                 |                                                            |                                                       |                                                        |                                 | X                                         |                             |
| Development and Execution of Memorandum of Agreement                                                                                                                                                                                                              | X                                                          |                                                       |                                                        | X                               |                                           |                             |

- ***Next Generation Housing Initial Start-up Funds*** - All local governments requesting projects as part of the Initial Start-up Funds:
  - All local governments are required to provide the following to the County Next Generation Housing Project Manager to determine eligibility:
    - Screening Checklist
    - Relevant Proposals
  - County Next Generation Housing Project Manager will determine project eligibility on requested projects as part of the Next Generation Housing Initial Start-up Funds as outlined in the request for funding approved by the Next Generation Housing Committee on March 14, 2022, and County Land Use and Planning Committee on March 24, 2022, and based on the Screening Checklist (See Attachment E).
  - Eligible expenses include, but are not limited to:
    - Engineering Services
    - Planning Services
    - Surveying
    - Environmental Due Diligence (soil tests/wetland delineation, etc.)
    - Land Acquisition
- ***Memorandum of Agreement*** - The County will enter into a Memorandum of Agreement with each local government that will document roles and responsibilities for projects funded under the Next Generation Housing Fund. The Memorandum of Agreement will not be project specific. The Memorandum of Agreement will require the formal approval by the local governments board or council by motion or resolution.

## Home Builder Costs and Minimum Quality Standards

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- To satisfy the Next Generation Housing requirement of 75% of the homes having a sale price under \$320,000 and 100% under \$420,000 including the \$20,000 Next Generation Housing investment, home builders shall complete 75% of home/lot packages at a cost of under \$300,000 and 100% under \$400,000. Given these parameters, it is reasonable to require a minimum standard of quality that must be achieved within the price points.
- The County's objective is to reduce costs without sacrificing quality. The following provides minimum quality home standards for detached single family homes and twin home/duplex style homes participating in the Next Generation Housing initiative. Given that the home/lot packages must be under the Next Generation Housing price points there will be pressure on builders and developers to cut costs. The County seeks to prevent abuse of the system and ensure a baseline level of quality expectation for all Next Generation Housing homes.
- Next Generation Housing homes should maintain or appreciate in value over time, and that appreciation should be comparable to that of existing homes in the community. These minimum standards are established by the County to ensure that the resulting homes meet the requirements for Next Generation Housing, particularly as related to quality materials, quality design, and long-term durability. Equivalent materials may be substituted.
- Local governments may also choose to add additional quality standards to Next Generation Housing homes on a project-by-project basis.

- The Next Generation Housing Minimum Quality Standards<sup>3</sup> do not include all the requirements and necessary items for a “completed” home and are in addition to state building code requirements and other local building and zoning requirements:
  1. Minimum two-bedroom home. If constructing a two-bedroom home, the basement shall include an egress window for potential addition of a bedroom in the basement.
  2. Eight (8) foot ceiling height of basement foundation. Basement shall include rough-in drains for an additional full bathroom to be installed at a later date. Alternatives for split level homes and twin homes will be considered. Alternatives due to high water tables, high depth to bedrock, or other limiting factors will be considered.
  3. Minimum 1 finished full bathroom and 1 finished half bathroom.
  4. Minimum two car garage (Minimum 484 square feet).
  5. Contractor will provide at least a 1-year home warranty on all work.
  6. Laminate, glue-down sheet vinyl flooring or luxury vinyl plank (LVP) for kitchen, dining, bath, and entry areas. LVP or carpet flooring for living room, hallway, bedrooms, and stairs with 8lb pad.
  7. Washer and dryer location will be designed with proper drainage, hookup, and venting.
  8. Passive sub-basement floor radon system.
  9. 30-year or equivalent architectural asphalt shingle roof.
  10. Aluminum Soffits, Facia, Gutters & Downspouts.
  11. High duty/quality vinyl siding .042 inches.
  12. Windows to have minimum energy star performance values for either vinyl or fiberglass high efficiency windows.
  13. 2x6 exterior walls 16 inch on center with R19 and plywood/OSB sheathing.
  14. R50 blown insulation in ceilings and attic.
  15. Electrical panel with 200-amp capacity.
  16. Ducted, gas, forced air central heating system with an energy efficiency rating of 92% or higher for heating.
- It is required that all builders have a General Contractor’s License.
- Builder shall provide County documentation confirming final sale price of home after close.



Figure 7 Sample image of a single-family home.



Figure 8 Sample image of a single-family home.

<sup>3</sup> The following companies provided their expertise in determining Next Generation Housing Minimum Quality Standards: A&N Contracting, Harbor Homes, Hillcrest Builders, McHugh Construction, NuGen Homes, Stortz Construction, U Build It and Valido Homes.

- Items that shall be included in the builder home/lot package not to exceed the \$300,000 and \$400,000 Next Generation Housing limits include:
  1. These are not custom homes. Any requested home upgrades beyond these limits can be provided after closing.
  2. Meet all Next Generation Housing Minimum Quality Standards
  3. Co-brokerage fee shall not exceed 1% of home sales price
  4. Home listing agent fee shall not exceed 3% of home
  5. Builder/developer profit
  6. Permit and inspection fees
  7. Impact fees and parkland dedication fees
  8. Utility connection fees
  9. Survey
  10. Seller closing costs
  11. Owner title policy
- Items that shall not be included in the builder home/lot package not to exceed the \$300,000 and \$400,000 Next Generation Housing limits include:
  1. Lender Title
  2. Appraisals attorney fees
  3. Mortgage origination fees
  4. Prepaid items & other lender fees
  5. Escrow or settlement fees
  6. Prorated property taxes
  7. Recording fees
  8. Appraisal
- Items that the Next Generation Housing Committee would like local governments to consider adding to the not to exceed \$300,000 and \$400,000 Next Generation Housing limits include:
  1. Landscaping
  2. Driveway
  3. Walkway

*"I am so very glad to hear about the Next Generation Housing program. This program opens up a whole new world for us single people who would welcome the opportunity to own a home of our own. Homes that are more affordable and of a much smaller square footage and lot size. Thank You in advance for remembering this part of the population that does not desire a McMansion but still would like to take pride in home ownership."*

- Village of Germantown Resident

## Marketing and Sales

- Builders shall agree to have a home listing agent to list home on Multiple Listing Service and a co-brokerage fee shall be within the \$300,000 and \$400,000 home/lot package price points and shall not exceed 1% of home sales price.
- Home listing agent fee shall be within the \$300,000 and \$400,000 home/lot package price points and shall not exceed 3% of home.
- Builder restricted to 75% of homes having a sale price under \$320,000 and 100% under \$420,000 (including the Next Generation Housing \$20,000 investment) or subject to penalties outlined in the development agreement – including termination of agreement.



## Authority and Responsibility – Initial Start-Up Funds

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- To ensure continuity and efficiency of the Next Generation Housing Program, the County will work directly with each local government as part of a Project Management Team to move projects through the process. The Project Management Team will consist at a minimum of the County Next Generation Housing Project Manager and representatives from the local government.
- Guidelines for Next Generation Housing Procurement, Contracts and Reporting requirements apply in utilizing Next Generation Housing Funds (See Attachment F). County Procurement, Contracts and Reporting requirements may change over time and local governments should request any updates to Attachment F prior to initiating projects.
- Below outlines the general authority, roles and responsibilities for projects utilizing the Next Generation Housing Fund for Initial Start-up projects.
- **County**
  - Determine eligibility on requested projects as outlined in the request for funding approved by the Next Generation Housing Committee on March 14, 2022, and County Land Use and Planning Committee on March 24, 2022, and based on the Screening Checklist.
  - Draft a Memorandum of Agreement for each local government receiving funds.
  - Serve on the Project Management Team established by the local government to move projects through the process.
  - Pay professional services providers directly after invoice approval for all vendor contracts held by Washington County.
  - Grant Next Generation Housing Funds to the local government as outlined in the vendor contract.
  - Provide necessary reporting to County Finance Department and County Executive Committee.
- **Local Government Partner**
  - Determine proposed use of funds.
  - Provide the Screening Checklist and related proposals to the County Next Generation Housing Project Manager to determine initial eligibility.
  - Comply with Memorandum of Agreement. Approval of Memorandum of Agreement by the local government board or council by motion or resolution.
  - Establish a Project Management Team to move projects through the process.
  - Review, approve and pay professional service provider invoices for all vendor contracts held by local government.
  - Return all unused Next Generation Housing Funds to Washington County within 90 days following project completion.
  - Comply with required Guidelines for Next Generation Housing Procurement, Contracts and Reporting (See Attachment F). County Procurement, Contracts and Reporting requirements may change over time and local governments should request any updates to Attachment F prior to initiating projects.

# Authority and Responsibility - Pilot Developments and Additional Start-up Funds

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- To ensure continuity and efficiency of the Next Generation Housing Program, the County will work directly with each local government as part of a Project Management Team to move projects through the process. The Project Management Team will consist at a minimum of the County Next Generation Housing Project Manager and representatives from the local government. The EDWC will serve on the Project Management Teams as needed based on project and financial structure complexity.
- Guidelines for Next Generation Housing Procurement, Contracts and Reporting requirements apply in utilizing Next Generation Housing Funds (See Attachment F). County Procurement, Contracts and Reporting requirements may change over time and local governments should request any updates to Attachment F prior to initiating projects.
- Below outlines the general authority, roles and responsibilities for projects utilizing the Next Generation Housing Fund for Next Generation Housing Pilot developments or Additional Start-up Funds.
- **County**
  - Determine initial eligibility on requested projects based on Screening Checklist.
  - Finalize materials for Next Generation Housing Committee and County Executive Committee consideration.
  - Draft a Memorandum of Agreement for each local government receiving funds.
  - For Infrastructure funding requests, request a Return-on-Investment Impact Analysis to be completed by Economic Development Washington County prior to requesting funding allocation.
  - Serve on the Project Management Team established by the local government to move projects through the process.
  - Pay professional services providers directly after invoice approval for all vendor contracts held by Washington County.
  - Grant Next Generation Housing Funds to the local government as outlined in the vendor contract.
  - Provide necessary reporting to County Finance Department and County Executive Committee.
  - Review development agreement between local government and developer/builder to ensure compliance with terms of Memorandum of Agreement and Next Generation Housing Framework.
  - Review declaration of covenants to ensure compliance with terms of Memorandum of Agreement and Next Generation Housing Framework.



Figure 10 Sample image of a single-family home.



Figure 9 Sample image of a townhome building.

- **Local Government Partner**

- Determine proposed use of funds.
- Provide the Screening Checklist and related proposals to the County Next Generation Housing Project Manager to determine initial eligibility.
- Comply with Memorandum of Agreement. Approval of Memorandum of Agreement by the local government's board or council by motion or resolution.
- Establish a Project Management Team to move projects through the process.
- Confirm proposed homes meet minimum quality standards (Next Generation Housing min. and local government min.), confirm home/lot packages 75% under \$300,000 and 100% under \$400,000 and provides documentation to County. County can assist with this as requested by village/city.
- Local government inspector confirms homes were built to the minimum quality standards (Next Generation Housing min. and local government min.).
- Review, approve and pay professional service provider invoices for all vendor contracts held by local government.
- Return all unused Next Generation Housing Funds to Washington County within 90 days following project completion.
- Comply with required Guidelines for Next Generation Housing Procurement, Contracts and Reporting (See Attachment F). County Procurement, Contracts and Reporting requirements may change over time and local governments should request any updates to Attachment F prior to initiating projects.
- Active member on the Project Management Team.
- Participate in public engagement.
- Consider waiving or reducing fees for Next Generation Housing developments.
- Consider streamlining ordinance and comprehensive plan amendments and processes.

- **Economic Development Washington County (EDWC)**

- Participate in Project Management Team as needed based on project and financial structure complexity.
- Complete Return on Investment Impact Analysis for all Next Generation Housing development projects initiating infrastructure development at a specified cost per Impact Analysis.
- If requested, EDWC will provide input on Next Generation Housing meeting agendas and public engagement events, as necessary.

- **Project Management Teams for Next Generation Housing Pilot Developments**

- Develop a 12–14-month implementation strategy for each Next Generation Housing Pilot development which could include detailed roles, responsibilities, public engagement, milestones, review of ordinances if amendment needed, etc.
- Develop financial structure.
- Outline Developers' Agreement conditions/responsibilities.



Figure 11 Jackson Village Administrator presenting at the Builders Forum.



## Next Generation Housing Committee

- The Next Generation Housing Committee (NGHC) was formed in November of 2021 with the first meeting in December 2021. The Committee will act as a guide and advance Next Generation Housing developments, community outreach and involvement through the Next Generation Housing Fund and Program.
- The NGHC includes representatives from the cities of West Bend and Hartford, villages of Slinger, Richfield, Jackson, Germantown, Kewaskum, and Newburg, Washington County Board, Economic Development Washington County, Hartford Area Development Corporation, West Bend Chamber of Commerce, Hartford Area chamber of Commerce, Germantown Area Chamber of Commerce, and the Wisconsin Department of Workforce Development. The NGHC oversees the Next Generation Housing Initiative.
- The NGHC will convene on at least a quarterly basis, with the public meetings widely promoted encouraging participation by our partnering organizations and public.
- At the March 14, 2022, NGHC meeting, the Committee approved the creation of a temporary Inventory Workgroup for the prioritization of the Next Generation Housing developments. The County Community Development Department met individually with each municipality to select their inventory sites for potential development. The Inventory Workgroup convened to establish the ranking criteria and review the analysis. A full description of the analysis process can be found in Attachment G.



Figure 12 Image of the Next Generation Housing Committee.

## Next Generation Housing Ad Hoc Workgroup

- The Next Generation Housing Ad Hoc Workgroup was established in December 2021. This Workgroup gathers a select group of professionals who are directly involved in the housing market and the development process. These individuals, with their expertise on housing, bring a unique background to help brainstorm solutions to housing barriers and develop tools and strategies for implementation.
- Membership of the Ad Hoc Workgroup is comprised of a variety of stakeholders (lenders, educators, builders, developers, planners, businesses, civic organizations, non-profit organizations, and realtors).
- The first meeting of the Ad Hoc Workgroup was on December 16, 2021. This two-hour workshop was not only an introduction to the Next Generation Housing Initiative, but also a breakout group

brainstorming session on the potential barriers to housing and potential solutions to those barriers. The breakout facilitation groups focused on:

- o High Development Costs and Zoning & Land Division Regulations
  - o Housing Down Payments and Workforce Education & Connection
  - o Public Outreach
- The goal for this workgroup is to be a resource for determining real solutions to barriers and for implementing solutions.

## Public Engagement

- To maximize the extent to which community residents and other stakeholders can provide meaningful input into the Next Generation Housing Program, the County will develop a community education and outreach program with elements that include Next Generation Housing Committee public meetings, County-wide and community specific public meetings and forums, print and web-based communication tools including the development and distribution of marketing and informational materials.
- Joint outreach and education efforts with local governments may be completed as part of Next Generation Housing Pilot development implementation strategies.
- Develop a marketing plan for the Next Generation Housing Initiative to connect, educate, and engage businesses & residents on Next Generation Housing opportunities and the positive impact these developments will have on the future success of their community.
- The County will provide quarterly updates to the Next Generation Housing Ad Hoc Workgroup and other interested parties.
- The County will develop a Success Stories ArcGIS StoryMap detailing successful Next Generation Housing developments.



Figure 14 Image of the Open House in Jackson.



Figure 13 Image of the City of Hartford and HADC presenting at the Builders Forum.



## Measures of Success

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- The Next Generation Housing Initiative has identified the following measures of success that will be tracked and documented to be provided to the Next Generation Housing Committee, County Executive Committee, and other stakeholders.
  - o Number and total value of Next Generation Housing owner-occupied units constructed and sold under \$320,000 and under \$420,000
  - o Number of acres of Next Generation Housing developments throughout County
  - o Amount of new property tax revenue realized by Next Generation Housing developments
  - o Number and amount of Next Generation Housing Down Payments processed
  - o Number of volunteer hours and amount of financial giving provided to community non-profits
  - o Amount of private sector funds contributed to the Next Generation Housing Down Payment Program
  - o Creation of a Model Request for Proposals for local governments to use as a baseline for contracting out the infrastructure work for the Next Generation Housing developments
  - o Creation of a Model Zoning Guidelines document for Next Generation Housing developments
  - o Creation of a Model Declaration of Covenants document for Next Generation Housing developments
  - o Number of Comprehensive Plans updated by city and villages integrating Next Generation Housing Program language

## Attachments

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**Attachment A** - Washington County Board of Supervisors 2022 Resolution 22

**Attachment B** – Washington County Board of Supervisors 2021 Resolution 43

**Attachment C** – Flowchart for Next Generation Housing Fund Process

**Attachment D** - Flowchart for Financing 1,000 Next Generation Homes

**Attachment E** – Screening Checklist

**Attachment F** - Guidelines for Washington County Procurement and Reporting

**Attachment G** – Next Generation Housing Inventory Ranking Analysis

**Attachment A** - Washington County Board of Supervisors adopted 2022 Resolution 22

# WASHINGTON COUNTY, WISCONSIN

Date of enactment: 7-13-2022  
Date of publication: 7-19-2022

## 2022 RESOLUTION 22

### Transfer from the General Fund for Next Generation Housing Development

**WHEREAS**, Section 15-6I of the Washington County Code states that Transfers and appropriations authorized under § 65.90(5)(a), Wis. Stats., requiring County Board approval shall be made upon the recommendation of the appropriate standing committee and by resolution adopted by a vote of 2/3 of the members-elect; and

**WHEREAS**, the United States Government passed the American Rescue Plan Act (ARPA) on March 11, 2021, which established a Coronavirus Local Fiscal Recovery Plan which is intended to assist local governments, including Washington County, in responding to the impact COVID-19 has had on the local community; and

**WHEREAS**, on September 8, 2021 the Washington County Board of Supervisors adopted 2021 Resolution 43 accepting more than \$26 million dollars in ARPA Funds to assist in relief efforts; and

**WHEREAS**, on October 7, 2021 Washington County announced a \$10 million Next Generation Housing (NGH) Fund, utilizing ARPA Funds, to provide obtainable quality housing opportunities throughout the County for our next generation; and

**WHEREAS**, on May 18, 2022, the Washington County Executive Committee approved by consensus, the Next Generation Housing Fund Framework and Budget identifying \$7,500,000 for NGH Pilot Developments and start up tasks for future NGH developments; and

**WHEREAS**, in an effort to streamline mandatory ARPA reporting, the \$7.5 million identified for NGH Developments has been allocated to another project and is no longer available for the NGH project;

**NOW, THEREFORE, BE IT RESOLVED** by the Washington County Board of Supervisors that an amount of \$7,500,000 is hereby transferred from the General Fund to the Next Generation Fund for Next Generation Housing Pilot Developments and start up tasks for future NGH developments.

**VOTE REQUIREMENT FOR PASSAGE:** 2/3 of the members elect

**RESOLUTION SUMMARY:** Authorization to transfer \$7,500,000 from the General Fund to the Next Generation Fund for Next Generation Housing Pilot Developments and start up tasks for future NGH developments.

1 Approved as to form:

Introduced by members of the EXECUTIVE  
COMMITTEE as filed with the County Clerk.

2 Eileen T. Evans  
3 Eileen T. Evans, Deputy County Attorney

4 Dated 7-14-22

J. D. Schleif  
Jeffrey D. Schleif, Chairperson

6 Approved:

7 Josh Schoemann  
8 Josh Schoemann, County Executive

9 Dated 19 July 22

Considered 7-13-2022

Adopted 7-13-2022

Ayes 17 Noes 3 Absent 1

10 ☐ Veto

Voice Vote \_\_\_\_\_

11 ☐ Partial Veto

12  
13 (The initial General Fund transfer will be recouped during the 2022 year-end close and will not  
14 impact the County's current financial standing. It will temporarily impact our compliance with  
15 the fund balance policies. This resolution also approves budget adjustments for use of the ARPA  
16 funds and the General Fund Transfer.)

**Attachment B** – Washington County Board of Supervisors adopted 2021 Resolution 43



# WASHINGTON COUNTY, WISCONSIN

Date of enactment: 9-8-2021  
Date of publication: 9-16-2021

## 2021 RESOLUTION 43

### Resolution Accepting American Rescue Plan Act (ARPA) Funding

**WHEREAS**, since the first case of Coronavirus (COVID-19) was discovered in the United States in January 2020, the disease has infected over 32 million Americans including over 16,000 Washington County residents; and

**WHEREAS**, in addition to adversely affecting the health of millions of people, the worldwide response to the pandemic has had a devastating impact on the economy resulting in high rates of unemployment and business closings, and has impacted nearly every other aspect of daily life; and

**WHEREAS**, the United States Government passed the American Rescue Plan Act (ARPA) on March 11, 2021, which established a Coronavirus Local Fiscal Recovery Plan which is intended to assist local governments, including Washington County, in responding to the impact COVID-19 has had on the local community; and

**WHEREAS**, under the provisions of ARPA, Washington County is to receive more than \$26 million dollars to assist in relief efforts; and

**WHEREAS**, ARPA dollars are essentially a grant from the Federal Government and Washington County is able to accept grant funding pursuant to s. 59.52(19) of the Wisconsin Statutes; and

**WHEREAS**, pursuant to Washington County Policy FINP-11-Grant Policy, the County has delegated administration of grant dollars and programs to the departments, offices, and agencies that have direct oversight or responsibility for the programs that the grant dollars will support;

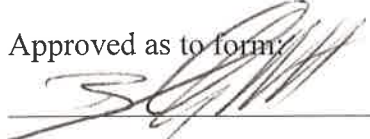
**NOW, THEREFORE, BE IT RESOLVED** by the Washington County Board of Supervisors that this Board accepts ARPA funding.

**BE IT FURTHER RESOLVED** that ARPA funds shall be administered consistent with the County's Grant Policy.

VOTE REQUIREMENT FOR PASSAGE: Majority

RESOLUTION SUMMARY: Resolution accepting ARPA funding.

1 Approved as to form:

2   
3 Bradley S. Stern, County Attorney

4 Dated

9/10/2021

5  
6 Approved:

7 

8 Josh Schoemann, County Executive

9 Dated

13 Sept 21

10 ☐ Veto

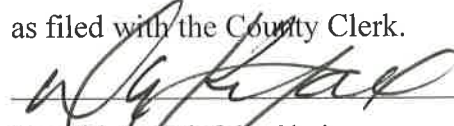
11 ☐ Partial Veto

12  
13 (Acceptance of the ARPA funds would result in increased revenues and expenditures of  
14 approximately \$26.4 million. Receipt and expenditure of the ARPA funds will be managed and  
15 reported through the County's financial system.)

Introduced by DONALD A. KRIEFALL

COUNTY BOARD CHAIR

as filed with the County Clerk.



Donald A. Kriefall, Chairperson

Considered

9-8-2021

Adopted

9-8-2021

Ayes

22

Noes

0

Absent

4

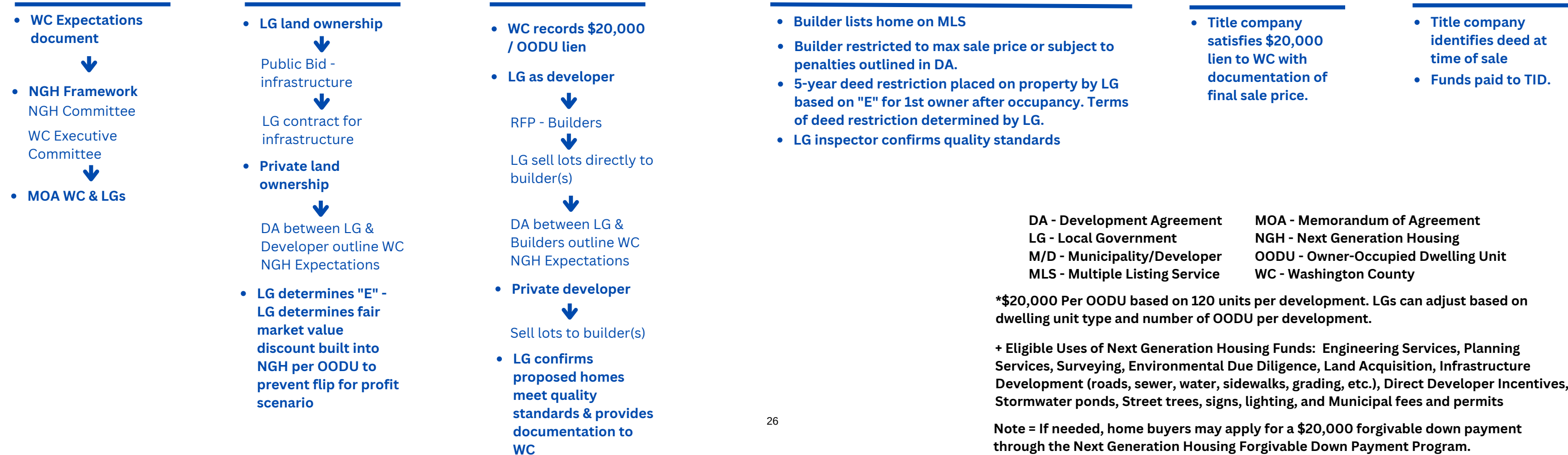
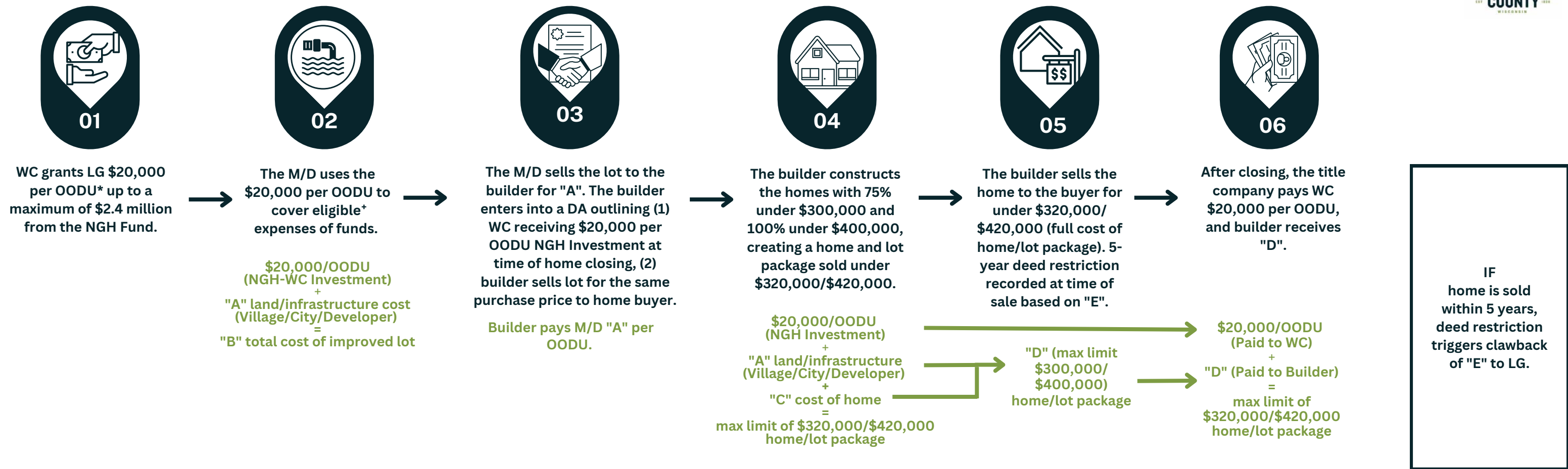
Voice Vote

X

**Attachment C – Flowchart for Next Generation Housing Fund Process**

# Washington County Next Generation Housing Fund Pilot Flowchart

1/20/2023



**Attachment D** - Flowchart for Financing 1,000 Next Generation Homes



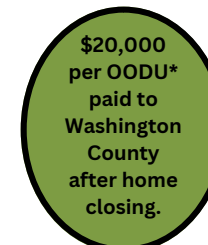
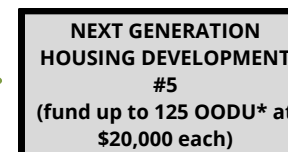
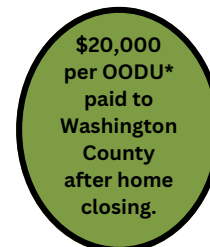
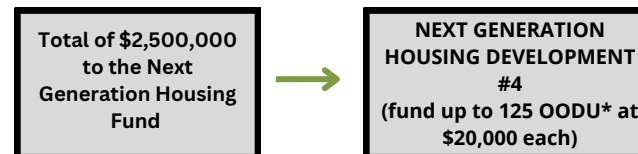
# Financing 1,000 Next Generation Housing Homes & Next Generation Housing Down Payment Program



## NEXT GENERATION HOUSING DOWN PAYMENT PROGRAM



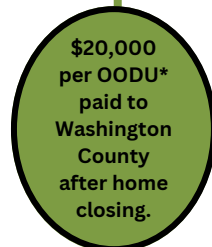
## NEXT GENERATION HOUSING FUND



This process will repeat until Washington County reaches its goal of building 1,000 new owner-occupied dwelling units sold with 75% under \$320,000 and 100% under \$420,000, including home and lot by 2032.

\$2.5 MILLION TO NEXT GENERATION HOUSING DOWN PAYMENT PROGRAM

\$6,750,000 Next Generation Housing Fund (Hartford, Jackson, and Slinger Pilots)



**Attachment E - Screening Checklist**



## Community Development Department

*Debora Sielski, Community Development Director*

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Fax: (262) 335-6868  
[www.washcowisco.gov](http://www.washcowisco.gov)

# Next Generation Housing Development Screening Checklist

## Washington County Next Generation Housing Initiative

The Next Generation Housing (NGH) Initiative is a coalition of Washington County communities that coordinate efforts and resources to provide obtainable quality housing options with a goal of providing 1,000 new owner-occupied housing units in NGH Developments with 75% under \$320,000 and 100% under \$420,000, including home and lot/site, by 2032.

The NGH Initiative is able to provide funding to assist with certain activities related to the research, design, engineering, surveying, environmental due diligence, land acquisition, infrastructure development, and direct developer incentives of NGH housing developments throughout Washington County. This checklist should be used to determine if a proposed NGH housing development project aligns with the vision/goals of the NGH Initiative and therefore appropriate for investment by the NGH Committee and Washington County.

**Owner/Representative Name & Title:** \_\_\_\_\_

**Owner/Representative Phone Number:** \_\_\_\_\_

**Address/Location of NGH Development:** \_\_\_\_\_

**Brief Description of Funding Request:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Screening for all funding proposals:

- Does the proposal move a NGH Development forward in fulfilling the goal of 1,000 NGH owner-occupied housing?  
☐ Yes – Forwarding the goal of 1,000 NGH owner-occupied homes is essential for the success of the NGH Initiative.  
☐ No – The proposal is not a good candidate for NGH funding.
- Does the proposal align with the definition of Next Generation Housing? (New owner-occupied housing units in NGH Developments with 75% under \$300,000 and 25% under \$400,000, including home and lot/site.)  
☐ Yes – The proposal consists of new owner-occupied housing units in Washington County per definition.  
☐ No – The site is not a good candidate for NGH funding.



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- Does the Coalition Partner have the tools, time, and resources in place to make the proposal a priority?  
Implementing this initiative will require intergovernmental cooperation.  
☐ Yes – The Coalition Partner has the resources in place to make the proposal a priority.  
☐ No – The proposal may not be a good candidate for NGH funding.
- Is the proposal part of an identified NGH Pilot Development or on the NGH Development Inventory?  
☐ Yes – The site is identified as a NGH Pilot Development or on the NGH Development Inventory.  
☐ No – The proposal may not be a good candidate for NGH funding or possible consideration for adding to inventory.
- Is the site owner ready/agreeable to housing development?  
☐ Yes – The property owner is interested and ready for development.  
☐ No – The proposal may not be a good candidate for NGH funding.
- For infrastructure development funding requests, have all applicable preliminary plat and zoning approvals (local, county, state) and a development agreement in principle been established?  
☐ Yes – The funding request can move forward.  
☐ No – The funding request cannot move forward at this time.
- Is this site within the Sewer Service Area?  
☐ Yes – The site is within the Sewer Service Area.  
☐ No – The proposal may not be a good candidate for NGH funding.
- Does the proposed development site substantially comply with the goals and Framework for Next Generation Housing? Is the site consistent with the development type?  
☐ Yes – The site is consistent with the goals and Framework for Next Generation Housing.  
☐ No – The proposal may not be a good candidate for NGH funding.

### Please describe:

- Are sewer and water utilities located to the site?  
☐ Yes – Sewer and water utilities are located to the site and will help keep costs down.  
☐ No – Sewer and water utilities are not located to the site. Please describe below how close the utilities are to the site.

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- Is gravity sewer available to the frontage?

☐

Yes – Gravity sewer is available to the frontage.

☐

No – Gravity sewer is not available to the frontage.

- Is there a developer/engineer at the table? Please describe their involvement:

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- Is there community/government support for the proposal? Please describe:

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- Are there incentives (such as TIF districts) already in place or proposed for the site? Please describe:

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- Is the site relatively simple and free of costly complications? Please identify any hurdles or obstacles for developing the potential site. Simple sites are good candidates for development and likely to achieve a high return on investment for the NGH Initiative.

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- Are there environmental concerns with the site? If there are significant environmentally sensitive areas on the site, it may not be a good candidate for NGH funding. If the site is on the Brownfields Inventory, additional funding may be available through the County Brownfields Redevelopment Program. Sites with more environmental concerns may extend the project completion date and add complexity to the project. Please describe:

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- Is there intention for the Inventory site to be within a high-density zoning district? This could include small lot size or high density per acre. Please describe.

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- If there are rentals proposed on a portion of the site, please describe when the rental lot is anticipated to be subdivided from the site.

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- Please describe what type of contributions or support the local government is providing for this project. This may include but is not limited to: financial, internal work, reduction or waiving of fees, amendments to zoning and/or local comprehensive plan or engagement from the Board/Council.

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- For infrastructure construction requests, has an EDWC ROI Impact Analysis been completed for the proposal? Please attach the summary report to this checklist for review by the Next Generation Housing Committee.

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Submit this checklist along with any proposal attachments to Deb Sielski, Community Development Director at [deb.sielski@washcowisco.gov](mailto:deb.sielski@washcowisco.gov). This checklist, along with all project proposal materials will be provided to the Next Generation Housing Committee and County Executive Committee as part of their review and consideration of the funding request.

**Attachment F** - Guidelines for Washington County Procurement and Reporting



# Community Development Department

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## Attachment F

### Guidelines for Next Generation Housing Procurement, Contracts and Reporting

The Washington County Next Generation Housing (NGH) Fund consists of \$10,000,000 allocated to address the ongoing workforce housing issues in the County. Of the \$10 million, \$7.5 million is dedicated to pilot developments and start-up funds for municipalities. On July 13, 2022 the Washington County Board of Supervisors adopted 2022 Resolution 22, which approved \$7.5 million transfer from the General Fund for the Next Generation Housing (NGH) Initiative.

#### Procurement

Procurement and Reporting requirements apply in utilizing Next Generation Housing funds. Local governments entering into a Memorandum of Agreement with Washington County are required to follow all applicable *Wisconsin Statutes* for procurement of services including, but not limited to, Section 59.52(29) Wis.Stats. If local governments request assistance from the Washington County Purchasing Office for procurement of services, the County will follow the most restrictive statutory requirements. Local governments that do not have a written procurement policy are encouraged to develop procedures based on applicable *Wisconsin Statutes*. It is recommended local governments report to the Community Development Department on all procurement and progress of projects.

When utilizing County Purchasing Office for Requests for Proposals (RFPs), Requests for Qualifications (RFQs), or Requests for Bids (RFBs), the review team shall include representatives from local governments and County Community Development Department to review proposals. If local governments send RFPs, RFQs, RFBs out for Next Generation Housing related procurement but do not utilize the County Purchasing Office, the requests shall be reviewed by County prior to advertising and the review team shall include representative(s) from the County to review proposals.

#### Contracts

Local governments utilizing Next Generation Housing Funds shall enter into a contract with each vendor. Local governments will provide the NGH Project Manager with a copy of the signed contract. Once the signed contract is received, Washington County will grant funds to the local government for the full contracted amount. Local governments are responsible for reviewing invoices and paying vendors.

For local governments utilizing the Next Generation Housing Fund for pilot developments or additional start-up projects:

- If additional funds are required above the contracted amount but within the approved amount by the Next Generation Housing Committee, the local government will request those funds through the NGH Project Manager.
- If additional funds are needed above the Next Generation Housing Committee approved funding amount, a separate funding request will need to be submitted for consideration by the Next Generation Housing Committee.

For local governments utilizing the Next Generation Housing Fund for initial start-up projects, additional funding for the projects shall be requested through the Next Generation Housing



## Community Development Department

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Project Manager as outlined in the Project Eligibility and Approval Process Section of the Framework for the Washington County Next Generation Housing Fund.

### **Reporting**

Local governments utilizing Next Generation Housing Funds shall provide the following reporting:

- Once a project is completed and all invoices have been paid, local governments shall provide copies of all paid invoices and proof of payment to the vendors to the County NGH Project Manager.
- Local governments are responsible for all required tax reporting for vendors including Form 1099.

### **Unused Funds**

Following completion of each approved project where a local government was granted Next Generation Housing Funds, the local government shall return all unused funds within 90 days after project completion to Washington County.





**FINANCE DEPARTMENT**  
*Margaret M. Hamers, Finance Director*

Herbert J. Tennes Government Center  
432 E. Washington Street, Room 3024  
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West Bend, WI 53095-7986  
(262) 335-4328  
Toll Free 1 800 616-0446  
FAX (262) 335-6878

## FINP-10-PROCUREMENT POLICY

|           |          |         |  |
|-----------|----------|---------|--|
| EFFECTIVE | 08/15/19 | REVISED |  |
|-----------|----------|---------|--|

### 1. Purpose

This policy is intended to provide a set of guiding values and principles for public procurement practices in Washington County. Our goal is a fair and impartial, accountable, and transparent public procurement system in compliance with federal and state laws and other County policies while maximizing purchasing efficiency and the use of public funds.

### 2. Scope

This policy applies to all County departments for the purchase (including leasing or renting) of public work, materials, supplies, equipment, goods, and services.

### 3. Definitions

- **Cooperative Purchasing** is a purchase conducted on behalf of two or more public agencies for the common purchase of goods or services. This method is used to maximize the volume of common goods or services being purchased in order to obtain the best pricing for the agencies.
- **Direct Purchases** are procurements of goods or services that do not require a competitive solicitation process. Direct purchasing includes professional services, sole source and other exempt purchases as described in Section 8 of this policy. Previous direct purchases do not guarantee future direct purchases as circumstances may change.
- **Piggyback Purchasing** allows for purchases from another public entity's bid or contract at the established pricing as allowed by state statute. Contracts include those bid or negotiated by the state and local or national purchasing cooperatives (including, but not limited to the VALUE group or US Communities).
- **Professional Services** are any services requiring certain specialized education, technical ability and/or experience (including, but not limited to: nursing and other health services provided for the benefit and welfare of County residents, architectural and engineering services, auditing services).
- **Public Work** includes any contract for the construction, repair, remodeling or improvement of any public work or building as referred to in Section 59.52(29), Wis.

Stats. Public work does not include purchases of machinery or equipment, such as an automobile.

- **Responsible, Responsive Bidder** is a bidder who has the capability and/or qualifications to perform all aspects of the project requirements and who submits a complete bid per all the requirements of the bid documents.
- **Sole Source** includes purchases of any value that are available from only one responsible source. These purchases require documentation of specific reasons for sole source (e.g. compatibility with existing equipment) and a determination review by Purchasing. Utility purchases are considered a sole source but do not require a determination review by Purchasing.

#### 4. Procurement Objectives

**Cost:** The County shall consider the long-term value of a purchase and consider ongoing maintenance, operating costs, and other indirect costs in purchasing decisions. The full lifecycle costs of a good or service may be considered when developing bid specifications and when evaluating vendor price proposals.

**Quality:** County purchase decisions should be based on best value, not lowest cost when possible. The goal is to secure goods and services at the lowest cost possible that is commensurate with quality requirements.

**Timeliness:** The County recognizes the importance of flexibility to use procurement strategies that best suit the situation in order to achieve timely delivery of goods and services for user departments.

**Risk Management:** While little to no risk exposure is ideal, excessive risk aversion can prevent the County from realizing the best value in purchases. Purchasing decisions will be evaluated to reduce risk to the lowest possible levels while maximizing value.

**Maximizing Competition:** Competition is essential to getting the best value. The County will strive for full and open competition in procurements.

**Maintaining Integrity and Transparency.** Recognizing that taxpayer dollars are being spent, it is essential that procurements are conducted fairly and processes and results are open to the public.

#### 5. Purchasing Authority

Departments have the authority to make direct purchases of any budgeted item with an estimated value of less than \$10,000. Departments are encouraged to use a competitive solicitation process when feasible and advantageous to the County. Additionally, the use of purchase orders for purchases in excess of \$1,000 is also encouraged as a budget management mechanism.

When estimated costs exceed \$10,000, departments shall work with Purchasing staff to select a sensible method of purchase that promotes fair and open competition and to obtain the lowest practicable price. Such methods include, but are not limited to, Request for Quotes (RFQ), Request for Bids (RFB), Request for Proposals (RFP), and cooperative purchases.

When estimated costs exceed \$25,000, a competitive solicitation process shall be used. Purchases shall not be split in to multiple smaller purchases to avoid using a competitive solicitation process. In the absence of an adequate bid list, the County may publish a public notice in the County's official newspaper.

When developing bid specifications, quality requirements should be considered and specifications written to obtain the best value for the procurement. Award will generally be made to the lowest responsible, responsive bidder who complies with the bid specifications and can meet the requirements of the solicitation.

Although not required, it is strongly recommended that professional services be bid through an RFP process where possible. The RFP process shall include separately sealed pricing proposals.

Departments are responsible for ensuring that adequate budget funds are available for all purchases. Documentation of available budget funds shall be provided to purchasing staff upon request.

#### **6. Special Purchasing Authority**

The following are exceptions to the procurement thresholds noted in section 5 of this policy:

- The Circuit Judges may authorize the fees of court appointed attorneys and guardians ad litem.
- The Clerk of Courts may authorize the fees of interpreters, expert witnesses, witnesses, court reporters and such other services directly required by the court.
- The Sheriff may authorize covert operations purchases to the extent budgeted funds are available. Such covert expenditures shall be reported to the County Administrator when requested; however, records of covert expenditures shall remain confidential.

#### **7. Public Work Purchases**

The County must follow Wis. Stat. 59.52(29) and Chapter 66 of the Wisconsin Statutes relating to Public Works and Projects for procurement of public works. When the estimated cost exceeds \$25,000 competitive bidding applies except when the board, by resolution, has determined there is an emergency and waives bidding requirements. Purchasing staff will ensure the County is meeting these requirements for all applicable public work procurements including those within the Capital Improvement Plan (CIP).

Any public work with an estimated cost below \$25,000 shall follow the methods of purchase noted section 5 of this policy. Additionally, if the estimated cost is between \$5,000 and \$25,000, a class 1 notice shall be given before contracting for work.

## **8. Exemptions to Competitive Bidding**

The competitive process may be waived in the following circumstances. Departments must provide written request to Purchasing staff for an exemption.

- a. emergency purchases
- b. sole source purchases
- c. purchase of professional services
- d. to provide for uniformity or to maintain conformance with organization standards
- e. when unique or opportune market conditions are present
- f. when competitive bidding would be impractical or cost prohibitive (including rebidding after an unsuccessful competitive bid process)
- g. where the purchase is of a technical or experimental nature, or where creative talent, scientific knowledge or special skills or training are required.
- h. purchases made through an existing cooperative or piggyback contract

## **9. Emergency Purchases**

Emergency purchases are those made when a circumstance, physical condition or one or more practices, methods or operations which would, unless immediate action is taken, present an imminent risk of death or great bodily harm, loss of property, environmental harm, or which would interrupt or create a substantial risk of interruption of essential government services. All emergency purchases shall be reported to the department's standing committee as soon as reasonably possible.

If such a purchase exceeds \$5,000 or where sufficient budget funds are not available, the requesting department head shall consult the County Administrator prior to making the purchase. If sufficient funds are not available within the department budget, the department head shall follow the Administrative Policy for budget transfers.

## **10. Grant Funded Purchases**

All purchases made with grant funds, in whole or part, shall comply with the terms and conditions of the grant agreement and with this policy. If grant requirements conflict with this policy, the County Administrator may suspend the conflicting provisions of this policy provided that such suspension is not a legal mandate and only for the specific grant and for the duration of that grant. The department head is responsible for complying with the terms of the grant and for the management of items purchased with grant funds.

## **11. Monitoring and Annual Review of Policy**

This policy will be updated as circumstances change and changes reported to the appropriate standing committee.

**Attachment G - Next Generation Housing Inventory Ranking Analysis**





## Community Development Department

*Debora Sielski, Community Development Director*

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## Next Generation Housing Inventory Ranking Analysis

### Gathering Inventory Sites

The Community Development Department met individually with each municipality to select their inventory sites. Sites were selected based on the representative's knowledge of available potential development sites. After these meetings, the sites were integrated into a Geographic Information Systems (GIS) layer that outlined:

- The number of parcels within the site
- The Tax IDs
- Ownership type (Public or Private)
- Municipal Priority
- Development Type
- Acres
- Brownfield Inventory Site

### Establishing the Inventory Workgroup

At the March 14, 2022 Next Generation Housing Committee (NGHC) meeting, the Committee approved the creation of the temporary workgroup for the prioritization of the Next Generation Housing Developments. This Workgroup was comprised of the local government representatives on the Committee. After the sites were established, the Workgroup worked to finalize the criteria used to rank and analyze the inventory sites. The representatives of the Inventory Workgroup are listed below.

|                                       |                                            |
|---------------------------------------|--------------------------------------------|
| City of Hartford                      | Justin Drew                                |
| City of West Bend                     | Mark Piotrowicz                            |
| Village of Richfield                  | Katherine Gehl                             |
| Village of Germantown                 | Steve Kreklow (Jeff Retzlaff - alternate)  |
| Village of Jackson                    | Jen Keller                                 |
| Village of Kewaskum                   | Adam Gitter                                |
| Village of Newburg                    | Dave DeLuka (Deanna Alexander – alternate) |
| Village of Slinger                    | Margaret Wilber (Jim Haggerty – alternate) |
| Hartford Area Development Corporation | Tom Hostad                                 |

The Next Generation Housing Inventory Workgroup convened three times to confirm and analyze the ranking process. Brief descriptions of the meetings and the general timeline of finalizing the ranking analysis are listed.

NGHC March 14, 2022: The Next Generation Housing Committee had an opportunity to provide initial thoughts and ideas of criteria that should be included in the prioritization of the site inventory.

Workgroup May 19, 2022: The Inventory Workgroup reviewed the initial ranking criteria that was created by County staff based on the brainstorming session at the Next Generation Housing Committee meeting. The municipal representatives had the opportunity to provide feedback for revision and gave suggestions to improve the analysis process. Based on discussions, the Workgroup recommended two ranking structures – the initial ranking criteria and secondary sub-ranking criteria for the top 20 sites to simplify the process.

Workgroup June 6, 2022: The Workgroup reviewed the revised initial and sub-ranking criteria. The Workgroup assigned the specific weight of each criterion for the ranking process, specifying what questions should be scored higher than others. The revisions were approved by the Workgroup and the ranking criteria was finalized for the Next Generation Housing Inventory sites.

June 6, 2022: Staff sent out the final ranking criteria to the local government representatives to complete their sections.

June 17, 2022: Staff received analysis back from the local government representative and collected the responses.

June 18, 2022: Staff completed the developable area analysis for the inventory sites using ArcGIS Pro.

Workgroup June 22, 2022: Staff presented the preliminary ranking results of the inventory ranking analysis. After brief discussions and minor revisions from the Workgroup, consideration was given, and the inventory ranking was approved by the Workgroup. The top inventory site in the Village of Slinger was selected as the third pilot development.

## **Local Government Site Readiness Analysis**

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The initial ranking criteria analysis consisted of a variety of questions related to conceptual design, plan/code compliance, owner type, and utilities. The Workgroup also established sub-ranking criteria for the top 20 sites related to preliminary work on the site. Scores were weighted based on the importance of each factor as decided by the Workgroup. After the criteria were finalized on the June 6<sup>th</sup> meeting, the Workgroup representative received an excel sheet with the site readiness analysis to fill out for each of the sites in their municipality. The local government representatives were asked to complete this excel sheet and send it back to the Community Development Department to compile and enter the data into the final criteria sheet. Below are the questions that each of the municipal representatives answered for each site.

### **Initial Ranking Criteria Questions**

- Are rental properties proposed for this site? If yes, what percentage of the site will be rentals? (No points)
- Rank all your inventory sites on priority. Your top priority site will receive a score of 5 in the criteria ranking.
- Has the concept plan been reviewed internally by staff? (1 point)
- Has the concept plan gone through municipal approval? (2 points)
- Is there intention for the inventory site to be within a zoning district that has a lot size of 8,000 sq ft or smaller? (2 points)
- Is the housing development consistent with your Comprehensive Plan? (1 point)
- Is the site within the Sewer Service Area? Within the Village of Germantown, is it within the Planned Sewer Service Area? (3 points)
- Are Utilities located to the site? (5 points)
- Is gravity sewer available to frontage? (1 point)
- Is City/Village willing to arrange for installment of utilities? (3 points)
- Is the site owned by the Public, a Housing Developer Under Contract, or a Non-Developer?
  - Public or Housing Developer Under Contract (2 points)
  - Non-Developer (0 points)

### Sub-Ranking Criteria Questions

- Has an ALTA survey been completed on the site? (1 point)
- Have soil tests been completed on the site and soils are suitable for development? (1 point)
- Has a wetland delineation or floodplain analysis completed on the site within the last 5 years? (1 point)
- Have there been discussions on Sewer and Water Connection with Public Works or equivalent? (1 point)
- Has a stormwater management plan for the site been drafted? (1 point)

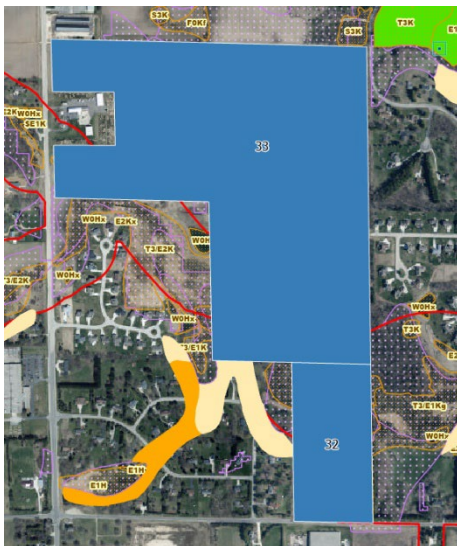
### Developable Area Analysis

County Staff completed the developable area analysis for each site using important environmental factors that were incorporated into the initial ranking criteria. Using ArcGIS Pro, staff collected environmental information that included:

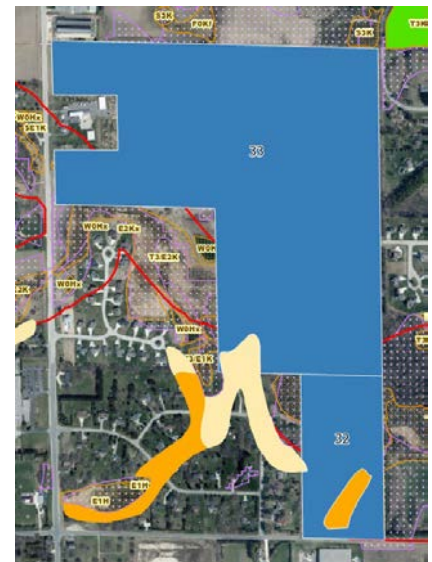
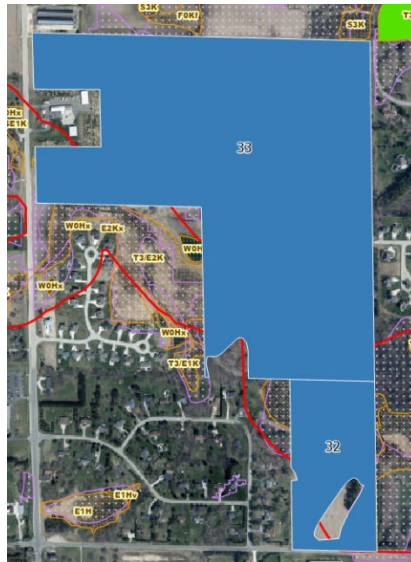
- DNR Wetlands layer
- Floodplain
- Slopes over 20%
- Primary Environmental Corridors and Isolated Natural Resource Areas
- SSURGO Soils layer (reviewing the Hydric Attribute only)

Using the Pairwise Erase Tool, the Site Inventory Target Sites layer was entered into the tool as well as the environmental factors selected for the developable area analysis. The successful output of this analysis is the Inventory Sites Layer with the environmental factor excluded from the area, creating “holes” in the sites. Below is an example of a successful analysis erasing steep slope.

**Before Erase Tool:**



**After Erase Tool:**



The Inventory Site layer with the “holes” from the successful analysis would then be entered into the Pairwise Tool with another environmental factor to be run, causing the area to be extracted from the site. This was completed on all the environmental factors selected by the Workgroup. The process for erasing each of the features is listed step by step.

1. Original Target Sites layer – Erase -- 20% slope or more data layer
2. Target Site 20% slope or more analysis layer – Erase -- PEC/INRA data layer
3. Target Site PEC/INRA analysis layer – Erase -- SSURGO Soils data layer (Hydric Attribute)
4. Target Site SSURGO Soils analysis layer (Hydric Attribute) – Erase -- 100-year flood data layer
5. Target Site 100-year flood analysis layer – Erase -- DNR Wetlands data layer (digitized by staff over the original layer)
6. Final Target Sites layer showing the developable area with the environmental factors removed from the layer

After the developable area analysis was completed, a field was created within the Final Target Sites layer to calculate the acres remaining. Once that was complete, staff compared the acres remaining to the Original Target Sites layer to calculate the percentage of the developable area for each of the sites. Scores were given on a range of 0-4 depending on the percentage of developable area.

| <b>Developable Area Analysis Scores:</b> |                                       |
|------------------------------------------|---------------------------------------|
| 100%-76% Developable                     | 4                                     |
| 75%-51% Developable                      | 3                                     |
| 50%-26% Developable                      | 2                                     |
| 25%-1% Developable                       | 1                                     |
| 0% Developable                           | 0 (review the site for compatibility) |

## Final Ranking

The ranking analysis with both the responses from the municipal representatives and the developable area analysis was compiled in a Microsoft Excel sheet. The answers from the municipalities were entered into the sheet with the specified formulas for questions and scores for the initial and sub-ranking criteria. The highest score that could be received from the initial ranking was 29 points. With the sub-ranking criteria applied, the highest possible score was 34 points. The top 5 sites are shown below based on the criteria analysis.

| <b>NGH Inventory Sites with Sub-Ranking Criteria</b> |                               |              |                                                            |                            |                       |                         |
|------------------------------------------------------|-------------------------------|--------------|------------------------------------------------------------|----------------------------|-----------------------|-------------------------|
| <b>Rank</b>                                          | <b>Score with Sub-Ranking</b> | <b>Label</b> | <b>Tax ID</b>                                              | <b>Parcels within Site</b> | <b>Municipality</b>   | <b>Development Type</b> |
| 1                                                    | 31                            | 46           | V5_0679, V5_067500X                                        | 2                          | Village of Slinger    | Single/Multi Family     |
| 2                                                    | 26                            | 21           | GTVN_224965                                                | 1                          | Village of Germantown | Multi Family            |
| 3                                                    | 24                            | 1a           | 291_11193620003, 291_11193620001                           | 2                          | City of West Bend     | Single Family           |
| 4                                                    | 23                            | 15           | 36_0903001001, 36_0903001002, 36_0903001003, 36_0903001004 | 4                          | City of Hartford      | Single Family           |
| 5                                                    | 23                            | 36           | V4_0347, V4_0348, V4_0349, V4_0350, V4_0353, V4_0352       | 6                          | Village of Kewaskum   | Multi Family            |

The Village of Slinger site had the highest score with 31 points. As stated throughout the process, the third pilot site will be selected through the inventory ranking analysis.

## Next Steps

The third pilot site has been selected as a result of the inventory analysis that was completed. The three pilot sites are:

- ❖ Village of Jackson Site
- ❖ City of Hartford/HADC Site
- ❖ Village of Slinger Site

The Next Generation Housing Inventory should be reviewed annually by the Next Generation Housing Committee. If additional funding becomes available for pilot development sites, the inventory ranking process should be repeated with the same ranking criteria by the Next Generation Housing Inventory Workgroup with updated site information.





**DRAFT MINUTES  
PLAN COMMISSION MEETING  
Thursday, January 5, 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 7:00 p.m.

Members Present: Tr. Emmrich, Ryan Ganshow, Tr. Kruepke and Dan Reik

Excused Absent: Jon Molkentin and Doug Wilcox

Village Board Member Present: Trustee Heckendorf

Staff Present: Director of Inspections Collin Johnson, Administrator Jen Keller, Director of Public Works/Village Engineer Brian Kober and Clerk Jilline Dobratz

Also Present: Mike Court of Shore Elliott Hendrickson Inc. (SEH), Jackie Mich of Vandewalle & Associates, and Deb Sielski of Washington County Department of Community Development.

**2. Approval of Minutes for the Plan Commission Meeting of December 1, 2022**

Motion by Tr. Emmrich, second by Tr. Kruepke to approve the Plan Commission minutes of December 1, 2022.

Vote: 5 ayes, 0 nays. Motion carried.

**3. Ordinance 23-01 – Establishing R-1 Zoning for Tax Parcel #V3\_074900H – Albert and Breanna Sunn**

Motion by Pres. Schwab, second by Tr. Emmrich to recommend to the Village Board approval of Ordinance 23-01 establishing R-1 Single-Family Residential Zoning for Parcel No. V3\_074900H and to amend the Village of Jackson Zoning Map accordingly.

Vote: 5 ayes, 0 nays. Motion carried.

**4. Ordinance 23-02 – Establishing Planned Unit Development Zoning District PUD-04 for Tax Parcel #V3\_053600B – The Oaks of Jackson – Village of Jackson**

Motion by Pres. Schwab, second by Tr. Kruepke to recommend to the Village Board approval of the proposed Planned Unit Development Zoning District PUD-04 for Tax Parcel #V3\_053600B, The Oaks of Jackson Subdivision, owned by the Village of Jackson as set forth in the draft Ordinance 23-02.

Administrator Keller provided background information. Discussion ensued on number of units, alleys, tree preservation, stormwater management and preliminary grading. The preliminary plat, draft covenants, memorandum of understanding and preliminary construction plans will be reviewed at the February Plan Commission meeting. Mike Court of SEH Inc. spoke about engineering considerations made for the existing trees, stormwater management needs of the site and incorporations of

berms to address those needs. Engineer Kober addressed the dead end streets to the south of the project site and stated an improved set of turnarounds are planned for those streets which will improve plowing efforts and drainage at a future date. Vote: 4 ayes, 1 nay (Tr. Emmrich). Motion carried.

**5. Ordinance 23-03 – Amending Village Code Chapter 38 Subdivisions, Article III Design Standards for Lots**

Motion by Pres. Schwab, second by Dan Reik to recommend to the Village Board approval of the proposed amendment to Chapter 38 Article III as set forth in the draft of Ordinance 23-03 and to schedule a public hearing for February 14, 2023. Vote: 5 ayes, 0 nays. Motion carried.

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

Alex Weisheim, W197N16588 Aspen Drive, stated he is concerned about the We-Energies easement on the site of the proposed subdivision. He was also stated lots should be larger and requested information about the zoning of nearby properties.

Robert Richter, N166W19523 Pheasant Lane, stated he is concerned about existing trees, home elevations, lighting, and private drive standards.

Dan Stujenske, N166W19552 Ravens Way, stated he is concerned about existing trees and requested information about privacy fences in the Village.

**7. Adjourn**

Motion by Pres Schwab, second by Ryan Ganshow to adjourn. Vote: 5 ayes, 0 nays. Meeting adjourned at 7:30 p.m.

Respectfully submitted,

Jilline Dobratz, *MMC/WCPC*  
Village Clerk

**DRAFT MINUTES**  
**Board of Public Works Meeting**  
**Tuesday, January 31, 2023 at 6:00 p.m.**  
**Jackson Municipal Complex**  
**Village Board Room**  
**N168W19851 Main Street**  
**Jackson, WI 53037**

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

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

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

Member Excused: Tim Meffert

Parks and Recreation Committee Members Present: Chair Casey Latz, Brian Mekka, Brittany Rathke and Sue Rank

Staff Present: Utility Supervisor Jeff Deitsch, Recreation Supervisor Renee Fisher, Administrator Jen Keller, Director of Public Works Brian Kober, Parks & Recreation Director Kelly Valentino and Clerk Jilline Dobratz

Also Present: Lucas Geiger and Emma Watson of MSA, Greg Droessler of Town & Country Engineering

**2. Approval of the Board of Public Works Minutes of November 29, 2022**

Motion by Tr. Heckendorf, second by Tr. Engelhardt to approve the Board of Public Works minutes of November 29, 2022.

Vote: 6 ayes, 0 nays. Motion carried.

**3. Hasmer Lake Park Master Plan, Concept & Community Survey Results (MSA)**

Lucas Geiger gave background information and survey updates. Concept plans were reviewed. Discussion ensued on; ADA accommodations, parking concerns and bathrooms.

**4. Pickleball Court Project Bids – Review and Recommendation**

Director Kober gave information on the three project bids that were received and how the project will be funded.

Motion by Tr. Heckendorf, second by Tr. Engelhardt to recommend Budget & Finance and Village Board approve the Pickleball Court Project contract in the amount of \$403,206.60 from Vinton Construction Company.

Vote: 6 ayes, 0 nays. Motion carried.

**5. STH 60 (Main Street) Streetlight Project – Review and Recommendation**

Director Kober explained the current streetlights are owned and operated by We-Energies and they will not be replaced before the DOT reconstruction project. The project would include reducing the number of poles. There are two vendors in which final costs on the poles and fixtures are forthcoming. After poles and fixtures are selected, the installation of the project will be sent out for bid. The final quotes from the last two vendors will be reviewed at the next Budget & Finance and Village Board meeting.

**6. Cedar Run Dog Park Project Concept – Review and Recommendation**

Parks and Recreation Director Valentino stated from the Hasmer Lake Park Plan Public Information Community Survey, there is a need for having a dog park. The creation of a Dog Park was in the 2021 Parks, Recreation and Open Space Plan. Cedar Run Park has base requirements to create the park and the Village owns it.

Motion by Tr. Engelhardt, second by Sarah Malchow to recommend Village Board approve a Request for Proposals for design and engineering for the Cedar Run Dog Park Project Concept.

Vote: 6 ayes, 0 nays. Motion carried.

(Note: a pause was taken at 7:15 p.m. for the Parks & Recreation Commission to leave and continue meeting. Tr. Engelhardt left to attend.)

**7. Resolution 23-04 Establishing Rates for Septic and Holding Tank Waste**

Director Kober commented a rate study was started two years ago and has been completed. Professional Engineer Greg Droessler reviewed the study. Discussion ensued on grease problems and costs .

Motion by Tr. Heckendorf, second by Sarah Malchow to refer Resolution 23-04 Establishing Rates for Septic and Holding Tank Waste to the next Board of Public Works meeting.

Vote: 5 ayes, 0 nays. Motion carried.

**8. Engineering Service – WWTP Phase 1 Upgrade Project – Town & Country**

Director Kober provided a brief update. Professional Engineer Greg Droessler gave project information on the upgrades including a generator.

Motion by Tr. Heckendorf, second by Chris Sberna to recommend Budget & Finance and Village Board approve Engineering Service – WWTP Phase 1 Upgrade Project – Town & Country in an amount not to exceed \$405,000.00.

Vote: 5 ayes, 0 nays. Motion carried.

Tr. Engelhardt returned to the meeting at 7:43 p.m.

**9. Change Order #1 – 2021 Willow Ridge Drive Reconstruction Project**

Director Kober explained the change order, pay request, reduction of retainage and lawn restoration to close out the project.

Motion by Tr. Heckendorf, second by Sarah Malchow to recommend Budget & Finance and Village Board approve Change Order #1 – 2021 Willow Ridge Drive Reconstruction Project in the amount of \$226.26.

Vote: 6 ayes, 0 nays. Motion carried.

**10. Preliminary Assessment for STH 60 2023 Utility Upgrade Project**

Director Kober reviewed special assessments, water main change, pipe bursting and amending the contract.

Motion by Tr. Heckendorf, second by Tr. Engelhardt to recommend Budget & Finance and Village Board approve Preliminary Assessment for STH 60 2023 Utility Upgrade Project.

Vote: 6 ayes, 0 nays. Motion carried.

**11. Review of New Natural Gas Generator at Public Works Building**

Utility Supervisor Deitsch gave information on the three bids. It will take 26 weeks to receive the generator.

Motion by Tr. Engelhardt, second by Tr. Matter to recommend Budget & Finance and Village Board approve Natural Gas Generator at the Public Works Building from JRB Electric, Inc. in the amount of \$62,400.00.

Vote: 6 ayes, 0 nays. Motion carried.

**12. Review of Quote for Purchase of Mini Excavator**

Utility Supervisor Deitsch explained uses of a mini excavator, efficiencies, and warranty.

Motion by Tr. Matter, second by Tr. Engelhardt to recommend Budget & Finance and Village Board approve the quote for purchase of the Mini Excavator from Takeuchi TB250-2 not to exceed \$78,431.00.

Motion amended by Tr. Matter, second by Tr. Engelhardt to recommend Budget & Finance and Village Board approve the quote for purchase of the Mini Excavator from Takeuchi TB250-2 not to exceed \$85,800.00.

Vote: 6 ayes, 0 nays. Motion carried.

**13. Discussion on Lakeside International 2024 and 2025 New Truck Commodity Surcharges**

Director Kober commented a down payment is not required. This is to put the Village on the list of purchasing and then would be informed of when the truck becomes available. Letter of intent with a right of refusal. Discussion ensued on future RFPs for pricing.

Motion by Sarah Malchow, second by Tr. Engelhardt to recommend to Village Board accept the letter of intent from Lakeside International 2024 and 2025 New Truck Commodity Surcharges and seek other options.

Vote: 6 ayes, 0 nays. Motion carried.

**14. 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.

**15. Citizens/Village Staff to Address the Board**

None.

**16. Adjourn**

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

Vote: 6 ayes, 0 nays. Meeting was adjourned at 8:45 p.m.

Respectfully submitted,

Jilline Dobratz, *MMC/WCPC*  
Village Clerk



**DRAFT MINUTES  
PARKS & RECREATION COMMISSION  
Tuesday, January 31, 2023 at 6:00 p.m.  
Village Municipal Building  
N168 W19851 Main Street  
Jackson, WI 53037**



**JOINT MEETING PORTION WITH THE PUBLIC WORKS COMMITTEE**

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

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

Members Present: Tr. Engelhardt, Chair Casey Latz, Brian Mekka, Sue Rank and Brittany Rathke

Board of Public Works Members Present: Tr. Engelhardt, Chair Tr. Heckendorf, Sarah Malchow, Tr. Matter, Jeff Mitchell, and Chris Sberna

Member Excused: Tim Meffert

Staff Present: Utility Supervisor Jeff Deitsch, Recreation Supervisor Renee Fisher, Administrator Jen Keller, Director of Public Works Brian Kober, Parks & Recreation Director Kelly Valentino and Clerk Jilline Dobratz

Also Present: Lucas Geiger and Emma Watson of MSA, Greg Droessler of Town & Country Engineering

**2. Approval of the Parks & Recreation Commission Minutes of November 15, 2022**

Motion by Brian Mekka, second by Brittany Rathke to approve the Parks & Recreation Commission minutes of November 15, 2022.

Vote: 5 ayes, 0 nays. Motion carried.

**3. Hasmer Lake Park Master Plan, Concept & Community Survey Results (MSA)**

Lucas Geiger gave background information and survey updates. Concept plans were reviewed. Discussion ensued on; ADA accommodations, parking concerns and bathrooms.

**4. Pickleball Court Project Bids – Review & Recommendation**

Director of Public Works Kober gave information on the three project bids that were received and how the project will be funded.

Motion by Chair Latz, second by Sue Rank to recommend Village Board accept the Pickleball Court Project contract in the amount of \$403,206.60 from Vinton Construction Company.

Vote: 5 ayes, 0 nays. Motion carried.

**5. Hwy 60 Street Pole Project – Review & Recommendation**

Director of Public Works Kober explained the current streetlights are owned and operated by We-Energies and they will not be replaced before the DOT reconstruction project. The project would include reducing the number of poles. There are two vendors in which final costs on the poles and fixtures are forthcoming. After poles and fixtures are selected, the installation of the project will be sent out for bid. The final quotes from the last two vendors will be reviewed at the next Budget & Finance and Village Board meeting.

## **6. Cedar Run Dog Park Project Concept – Review & Recommendation**

Parks and Recreation Director Valentino stated from the Hasmer Lake Park Plan Public Information Community Survey, there is a need for having a dog park. The creation of a Dog Park was in the 2021 Parks, Recreation and Open Space Plan. Cedar Run Park has base requirements to create the park and the Village owns it.

Motion by Sue Rank, second by Brian Mekka to recommend the Village Board approve a Request for Proposals for design and engineering for the Cedar Run Dog Park Project Concept. Vote: 5 ayes, 0 nays. Motion carried.

(Note: a pause was taken at 7:15 p.m. for the Parks & Recreation Commission to leave and continue their meeting.)

Parks & Recreation Commission continued their meeting at 7:20pm

## **7. Jackson Community Center Expansion Bids – Review & Recommendation**

Director Valentino shared a financial breakdown with the information provided and shared highlights from each vendor. Comments were shared by each Commission Member. After a review of the (5) proposals, the JPRC narrowed the field to two: Groth Design Group and Zimmerman Architectural Studios. The Commission then did a deep dive into the specific inclusions, costs and pros and cons of each of the two proposals. Director Valentino stated its important to note, that these were the only (2) proposals that did not give a specific dollar amount for phase II. Which was an important factor in the JPRC 's decision to narrow to the two. Commissioner Latz stated it would be hard to determine a specific cost of the project until phase I was completed, leaving a lot of room for extra, unexpected costs. Trustee Engelhardt shared his observations of some unknown exclusion costs in the Groth proposal, especially noting important engineering components that were not included in the main bid. After recalculating the true proposals costs, the Groth proposal came in at approximately \$269,448.00 plus, with the unknown expenses as stated above. The Zimmerman proposal came in at \$286,970.00. Commissioner Mekka pointed out the fact that the Zimmerman proposal made it very clear that it was truly a lump sum from design to construction, including all standard engineering. Looking at this information closely, the JPRC felt that at best the proposal cost would be close, and most likely Zimmerman would be less in the end.

Motion by Chair Latz, second by Sue Rank to recommend the acceptance of the Zimmerman Architectural Studios proposal for Phase I of the JCC Expansion, with the possibility of adding Phase II upon completion and approval of Phase I by the Village Board.

Vote: 5 ayes, 0 nays. Motion carried.

Tr. Engelhardt excused himself from the Parks & Recreation Commission meeting to return to the Board of Public Works Meeting.

## **8. Financial Stat Pak & 2022 Budget Review will take place in February**

No report was given.

## **9. Upcoming Events – Monte Carlo Night, Easter Egg Hunt**

Director Valentino stated that we are doing well with sponsorships. As of today's date, we have \$8,000 in sponsorships made up of: a Corporate Sponsor and Table Sponsors and general cash donations. Director Valentino also stated that the Friends Group will be a second Corporate Sponsor of the Event. Director Valentino stated the Easter Egg Hunt has been moved to Friday, March 31, 2023 at 6:00 p.m.

## **10. Director of Parks & Recreation Report**

Director Valentino reported that she received a letter from Amazon Smiles and the program is being discontinued.

## **11. Citizens/Village Staff to address the Board**

No Citizens or village staff to address.

## **12. Adjourn**

Next meeting: JPRC Tuesday, February 21, 2023 JPRC and Friends Group Annual Meeting and Election of Officers. Friends Group is looking for nominations for a Vice President and Secretary.

Motion by Sue Rank, second by Brittany Rathke to adjourn.

Vote: 4 ayes, 0 nays. Motion Carried.

Meeting was adjourned at 7:55pm.