

Agenda

Village Board Meeting

Tuesday, March 10, 2015 at 7:30 p.m.

Jackson Village Hall

N168W20733 Main St

Jackson, WI 53037

1. Call to Order and Roll Call.
2. Pledge of Allegiance.
3. Approval of Minutes for the Village Board Meeting of February 10, 2015.
4. Any Village Citizen Comment on an Agenda Item (Please sign in).
5. Public Hearing – Rezoning Request – M1 to Planned Unit Development - Spabau Realty LLC, W208 N16900 North Center Street.
6. Ordinance 15-02 - An Ordinance Rezoning W208 N16900 N. Center Street from Manufacturing 1 (M1) to Planned Unit Development (PUD).
7. Budget & Finance Committee.
 - WDNR Storm Water Grant and WI-WPDES Stormwater General Permit.
 - Review and purchase of Toro Sand Pro 3040 Ball Diamond Groomer.
 - Review and Sale of Village Owned Equipment.
8. Licenses.
 - Operator Licenses.
Scott Ballering
Walgreens: Kelly Fechter
Village Mart: Megan Kloskey
 - Tattoo License.
No Good Tattoos: Samuel DeSmidt
9. Presentation of Operation Finally Home.
10. Washington County Board Report.
11. West Bend School District Liaison Report.
12. Greater Jackson Business Alliance Report.
13. Mid-Moraine Legislative Committee/Mid-Moraine Municipal Report.
14. Citizens to Address the Village Board.
15. Closed session pursuant to Wis. Stats. § 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and,

Wis. Stats. § 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The topics are matters relating to the Village-Town Revenue Sharing Agreement and Cooperative Boundary Plan and the Jackson Water Distribution System Extension - Certificate of Substantial Completion No. 1.

Reconvene into Open Session.

16. Possible Action on Jackson Water Distribution System Extension - Certificate of Substantial Completion No. 1.
17. Adjourn.

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

APPROVED MINUTES
Village Board Meeting
Tuesday, February 10, 2015, at 7:30 p.m.
Jackson Village Hall
N168W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call.

President Wendy Kannenberg called the meeting to order at 7:30 p.m.
Members Present: Trustees Kruepke, Kufahl, Mittelsteadt, Lippold, Olson and Emmrich.
Staff present: John Walther, Brian Kober, Jim Micech, Chief John Skodinski, Sergeant Todd Fristed, and Kelly Valentino.
Others present: Attorney St. Peter.

2. Pledge of Allegiance.

President Kannenberg led the assembly in the Pledge of Allegiance.

3. Approval of Minutes for the Village Board Meeting of January 13, 2015.

Motion by Tr. Olson, second by Tr. Lippold to approve the minutes of January 13, 2015.
Vote: 7 ayes, 0 nays. Motion carried.

4. Any Village Citizen Comment on an Agenda Item.

Gloria Teifke of Cranberry Circle Lane, Sam Milella, Jr. of Blackberry Circle, Gary Jenova of Berry Patch Road, Jim Reesman of Cranberry Creek Lane, Kathy Federman of Berry Patch Road, Kathy Metzger of Blackberry Circle, and Carolyn Casey of Berry Patch Road all spoke against a sidewalk on the west side of Jackson Drive.
Amy Sies of Cranberry Creek Lane spoke against a sidewalk on the west side of Jackson Drive and submitted a letter to the Board.
William Brown of Berry Patch Road commented that he wanted more detail on a sidewalk on the west side of Jackson Drive.

5. Budget & Finance Committee.

Review of Water & Sewer Charges for Lot 115 Green Valley.

Sandra Haeuser of Lot 115 Green Valley addressed the Village Board. She showed pictures to the Board. Brian Kober gave detail of the meter reading and proposed credits.
The Board of Public Works had recommended the water and sewer charge for Lot 115 Green Valley to be adjusted to \$638.73; \$527.25 for water and \$111.48 for sewer; and for staff to work with the resident to develop a payment plan. The Budget and Finance Committee had recommended the revised charges of \$638.72 for water and sewer and for staff to work with the resident to develop a payment plan.
Motion by Tr. Mittelsteadt, second by Tr. Olson to approve the water and sewer charges for Lot 115 Green Valley in the amount of \$638.73 and for staff to work with the resident on a payment plan.

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

Review of Engineering Proposal – A sidewalk on West Side of Jackson Dr. from Jackson Dr. to Well #6.

Brian Kober presented information on the engineering proposal. The item was recommended by the Board of Public Works Committee. The Budget & Finance Committee had referred the item to the Village Board without recommendation. The engineering proposal is the first step in the process. Mr. Kober reviewed the project process and assessment process. The Village has a sidewalk program / policy in place. There currently is a sidewalk south of Well #6. This sidewalk would be in the public right of way.

Motion by Tr. Mittelsteadt to approve the engineering proposal in the amount of \$15,894. Discussion of the item ensued. Tr. Emmrich commented he agreed but not until the school is built on the other side of the street. He noted to put money in on Eagle Drive or the pathway on STH 60. Tr. Olson commented that there is strong opposition from Cranberry Creek. He opted not to spend the \$15,000 and look at alternatives. Tr. Kufahl commented he agreed and that this is not an urgent need.

Second by Tr. Kruepke to approve the engineering proposal in the amount of \$15,894. Tr. Kruepke commented that this will give an idea of what the cost will be. Vote: 2 ayes (Tr. Mittelsteadt and Tr. Kruepke), 5 nays. Motion failed.

Pay Request #2 – Digester Improvements Project – Sabel Mechanical LLC.

Motion by Tr. Kufahl, second by Tr. Lippold to approve Pay Request #2 for Sabel Mechanical LLC, in an amount not to exceed \$41,065.16. Vote: 7 ayes, 0 nays. Motion carried.

Sale of Fire Department Equipment and Vehicle.

Motion by Tr. Kufahl, second by Tr. Kruepke to approve the sale of Fire Department equipment and vehicle. Vote: 7 ayes, 0 nays. Motion carried.

6. Licenses.

- Operator Licenses.
Walgreens: Molly Boese.
Motion by Tr. Lippold, second by Tr. Olson to approve the Operator's License for Molly Boese.
Vote: 7 ayes, 0 nays. Motion carried.

**7. Park & Recreation Committee.
Request to use Shelter #1 for the Washington County Republican Party Brat Fry, September 13, 2015.**

Motion by Tr. Mittelsteadt, second by Tr. Lippold to approve the request. Vote: 7 ayes, 0 nays. Motion carried.

8. Review of Storm Water Easement – Laurel Springs Subdivision.

Motion by Tr. Kufahl, second by Tr. Lippold, to approve the storm water easement. Vote: 7 ayes, 0 nays. Motion carried.

9. Washington County Board Report.

John Walther reported that there is the potential for County Administrator, Josh Schoemann to report at the March meeting.

10. West Bend School District Liaison Report.

Pres. Kannenberg reported that West Bend Mutual Insurance has been given the naming rights to the auditorium. Also, lacrosse has been added to the high school sports program.

11. Greater Jackson Business Alliance Report.

Tr. Mittelsteadt reported that the next general membership meeting will be on April 15, 2015, at the Community Center. The speaker will talk about legacy planning and wills.

12. Mid-Moraine Legislative Committee / Mid-Moraine Municipal Report.

The legislative committee will meet tomorrow night here at the Village Hall. The Mid-Moraine Municipal Dinner was held in Slinger on January 28, 2015, and Pierce Manufacturing showed a video presentation of the manufacture of a fire truck from start to finish.

13. Citizens to Address the Village Board.

Nancy Washburn of Bielinski Homes read and submitted a letter in regard to the boundary agreement and the stop of issuance of sewer and water hook-ups in the Town of Jackson. Kevin Dittmar commented on the stop of issuance of sewer and water hook-ups in the Town of Jackson.

Duey Stroebel spoke. He is a candidate for the Senate District #20 race.

14. Closed Session.

The Village President announced that the Board intended to convene into Closed Session pursuant to Wis. Stats. § 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The topics are matters relating to the Village-Town Revenue Sharing Agreement and Cooperative Boundary Plan.

Motion by Tr. Olson, second by Tr. Lippold, to convene into closed session at 8:55 p.m. to include the Village Board, John Walther, Brian Kober, Deanna Boldrey, and Attorney St. Peter.

Vote: 7 ayes, 0 nays. Motion carried.

Reconvene Into Open Session.

The Village Board convened into open session at 9:51 p.m.

15. Adjourn.

Motion by Tr. Mittelsteadt, second by Tr. Emmrich to adjourn at 9:52 p.m.

Vote: 7 ayes, 0 nays. Motion carried.

Respectfully submitted by Deanna L. Boldrey, Clerk/Treasurer

VILLAGE OF JACKSON DEVELOPMENT APPLICATION FORM
(Due 1st Friday of the month for that month's Planning Commission Meeting)

Name of Applicant Spaban Realty LLC
 Contact Sam Bauman Address/ZIP 3370 Jackson Dr. 53037 Phone # 262-853-8795
 E-mail Address jackson.plat@charter.net Fax # where Agenda/Staff comments are to be faxed _____
 Name of Owner Sam Bauman Address/ZIP 3370 Jackson Dr. 53037 Phone# 262-853-8795
 Owner Representative/Developer N/A
 Proposed Use of Site Multi-tenant use Present Zoning M2

ACTION REQUESTED	FEE	SUBMITTAL REQUIREMENTS	TYPE OF INFORMATION DESCRIBED (See page 5)	PAPER COPIES	CD
CONCEPT PLAN	\$50	1,2,6,13	1) Complete Application (all pages)		XXX
			2) Describe what you intend to do (paragraph)		XXX
CONDITIONAL USE	\$150	1,2,3,4,5,6,7,14,15,16,18,19,20	3) Address Labels of adjacent owners to be notified (500' / 200')	labels	
			4) Owner acknowledgement of the request	1	
PLANNED UNIT DEVELOPMENT	\$150	1,2,3,4,5,6,7,8,9,10,14,15,16,17,18,20	5) Impact Statement		XXX
			6) Location Map		XXX
REZONING	\$200	1,2,(3),4,6,9 or 10 (500' for rezoning 200' for Cond. Use or PUD Site Plan)	7) Development Plan / Site Plan		XXX
			8) Preliminary Plat		XXX
CERTIFIED SURVEY MAP (CSM)	\$150	1,2,6,10,20	9) Final Plat		XXX
			10) Certified survey Map		XXX
MINOR SUBDIVISION	\$150	1,2,3,5,6,10,15,16,17,18,20	11) Annexation Petition		XXX
			12) Annexation Map	1	XXX
Extra-territorial Plat or CSM	\$150	1,2,6,9 / 10	13) Sketch Plan		XXX
			14) Landscape Plan	4 (24x36)	XXX
Extra-territorial Plat outside Sanitary Service Area	\$50	1,2,6,9 / 10	Engineering Review - Infrastructure		XXX
			15) Grading/Drainage Plan	4 (24x36)	XXX
PRELIMINARY PLAT	\$300	1,2,3,5,6,9,15,16,17,18	16) Water / Sewer / Storm Sewer Plans	4 (24x36)	XXX
			17) Street / Right of Way cross sections	4 (24x36)	XXX
FINAL PLAT / Final Plat Reappl..	\$100	1,2,3,5,6,9,15,16,17,18,20	18) Erosion Control Plan	4 (24x36)	XXX
			19) Proposed colors / materials		XXX
ANNEXATION / ATTACHMENT	\$200	1,2,3,4,5,6,11,12,21	20) Developers Agreement		XXX
			21) Annexation Agreement (includes pre-annex agreements)		XXX
STREET EASEMENT/ VACATION	\$150	1,2,3,4,6,9	22) other -		XXX
VARIANCE	\$150	1,2,3,4,6,7			

I certify the information and exhibits submitted are true and correct to the best of my knowledge, and that in filing this application I am acting with knowledge and consent of those persons listed above and owner(s) without whose consent the requested action cannot be lawfully acted upon.

Name Samuel J. Bauman Signature Samuel J. Bauman Date _____

Office Use: Date Received _____ Date Paid _____ Receipt # _____ Amount Paid \$ _____

VILLAGE OF JACKSON

Special Use Conditional Use Planned Unit Development

Permit # _____

The Village of Jackson, hereby grants a Special Use Conditional Use Planned Unit Development

Permit to:

Name of Business/Applicant: Spaban Realty LLC

For a property located at (address): W208 N16900 Center St.

Phone number of Business/Applicant: C-262-853-8795 W-262-677-3112

For (land use, activity, sign, site plan, other): Request to rezone the property to PUD to allow for more flexibility in uses and tenants.

Impact Mitigation (noise, smoke, dust, odors, etc. affecting adjacent properties): Any proposed uses or tenants will have minimal impact on adjacent properties.

Hours of Operation: Various. Tenant specific.

Comprehensive/Master Plan Compatibility: N/A

Building Materials (type, color): Existing

Setbacks from rights-of-way and property lines: Existing

Screening/Buffering: N/A

Landscape Plan (sizes, species, location): Existing

Signing (dimensions, colors, lighting, location): Signage will comply with Village Code

Lighting (wattage, style, pole location and height, coverage): Existing

Traffic flow, pedestrian circulation (curb to street width), (parking one/both/neither side(s), (sidewalk/pedestrian way width and material): will depend on specific tenants and uses that will be determined at a future date.

Storm-water Management: N/A

Erosion Control: N/A

Fire Hydrant Location(s): Existing

Knox Box, Posting Site (No Trespass signing), Emergency Telephone #'s: Sam Bauman - cell 262-853-8795

Hazardous Material Storage: N/A

Alarm Systems: JPH Training Center Suite is alarmed. Poss. by more parts of the building at a future date.

Site Features/Constraints: List of foreseeable tenants/uses for the property will be submitted for Village Board approval if re-zoning is granted.

Parking (no. of spaces, handicapped parking, and dimensions): Street parking, and parking lots at the North + South ends of the building.

Tree and shrub preservation: Existing

Setbacks/height limitations: Existing

Wastewater Usage Projected: * gal/year Water Usage Projected: * gal/year

Duration and Review of Conditional Use (expiration, when reviewed: upon complaint, specified period):
New tenants/uses will comply with the approved list of proposed uses + each newly occupied space will be inspected upon occupancy.

* - Dependant on specific future tenants + uses.

TERMS OF THIS PERMIT

1. This permit shall become effective upon 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. The permit 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 the use permit shall be in strict conformity to the approval site, building, and operation plans which were filed in connection with the application for this permit (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.

Granted by: Village Board _____ Date _____ Over the Counter _____ Date _____



Samuel J. Bauman, Owner
Please print name

John M. Walther, Administrator

2/9/15

Request for Rezoning

Spabau Realty, LLC (contact - Sam Bauman 262-677-3112; cell 262-853-8795)

2 - Letter of Intent

Since finalizing our purchase of the building at W208 N16900 Center St, our vision for the use of the building has been constantly evolving. Although our long-term plans for the building have not changed, we are requesting that the property be rezoned from M-1 to PUD to allow for more flexibility in utilizing the various parts of the building for non-manufacturing activities. Rezoning to PUD would not only allow for a wider range of uses for our own purposes, but would also increase the breadth of potential tenants we would be able to lease space to until our long-term vision is realized. Instead of having to appeal to the Board for a conditional use permit every time we are interested in bringing in a non-manufacturing business, it is my understanding that rezoning to PUD would streamline the process when introducing these currently-non-conforming businesses.

**STATE OF WISCONSIN--WASHINGTON COUNTY
PROPERTY TAX BILL FOR 2014
REAL ESTATE**

**** This is the ONLY notice you will receive ****

VILLAGE OF JACKSON
VILLAGE HALL
N168W20733 MAIN STREET
JACKSON WI 53037

SPABAU REALTY LLC LC

Parcel No. **V3 0043**

Bill No. **42390**

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

Legal Description/Location of Property
W208 N16900 N CENTER ST
V OF JACKSON ASSRS PLAT SE SE
N252' OL 25
DOC 1369898
SEC 18-10-20
(ASSMT INC V3-0042+0045+0046)

SPABAU REALTY LLC LC
3370 JACKSON DR
JACKSON WI 53037

Please inform the treasurer of any address change

*** Deadline for claiming Lottery Credit is Jan 31st ***

ASSESSED VALUE LAND	ASSESSED VALUE IMPROVEMENTS	TOTAL ASSESSED VALUE	AVERAGE ASSMT RATIO	NET ASSESSED VALUE RATE (Does NOT Reflect Credits)	NET PROPERTY TAX 10,374.09
118,000	416,700	534,700	1.0045	19.5064/M	
ESTIMATED FAIR MARKET VALUE LAND	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS	TOTAL ESTIMATED FAIR MARKET VALUE	<input type="checkbox"/> A star in this box means unpaid prior year taxes	School taxes also reduced by school levy tax credit	\$626.73
117,500	414,800	532,300			
TAXING JURISDICTION	2013 ESTIMATED STATE AIDS ALLOCATED TO TAX DISTRICT	2014 ESTIMATED STATE AIDS ALLOCATED TO TAX DISTRICT	2013 NET TAX	2014 NET TAX	% TAX CHANGE
STATE TAX			96.70	90.34	-6.6%
COUNTY TAX	97,793	108,760	1,781.41	1,568.19	-12.0%
VILLAGE TAX	592,220	615,928	4,748.74	4,454.05	-6.2%
WEST BEND SC 6307	3,393,558	3,742,800	4,541.03	3,958.35	-12.8%
MPTC	75,324	96,254	894.00	359.15	-59.8%
Totals	4,158,895	4,563,742	12,061.88	10,430.08	-13.5%
1st Dollar Credit			58.67	55.99	-4.6%
Lottery and Gaming Credit(0)					
Net Tax			12,003.21	10,374.09	-13.6%

TOTAL DUE: 10,374.09

For Full Payment, Pay to Local Treasurer by
JANUARY 31, 2015

WARNING: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and applicable penalty.

Failure to pay on time. See reverse.

PAY 1ST INSTALLMENT OF: **\$5,187.09**
BY JANUARY 31, 2015

Amount Enclosed _____
TO LOCAL TREASURER

Make Check Payable to:

TREASURER VILL OF JACKSON
N168W20733 MAIN ST
PO BOX 637
JACKSON WI 53037

Parcel No. V3 0043

Bill No. 42390

SPABAU REALTY LLC LC

Include This Stub With Your Payment

AND PAY 2ND INSTALLMENT OF: **\$5,187.00**
BY JULY 31, 2015

Balance Due _____
TO COUNTY TREASURER

Make Check Payable to:

WASHINGTON COUNTY TREASURER
JANE C MERTEN
432 E. WASHINGTON ST
PO BOX 1986
WEST BEND WI 53095

Parcel No. V3 0043

Bill No. 42390

SPABAU REALTY LLC LC

Include This Stub With Your Payment

OR PAY FULL AMOUNT OF: **\$10,374.09**
BY JANUARY 31, 2015

TO LOCAL TREASURER

Make Check Payable to:

TREASURER VILL OF JACKSON
N168W20733 MAIN ST
PO BOX 637
JACKSON WI 53037

Parcel No. V3 0043

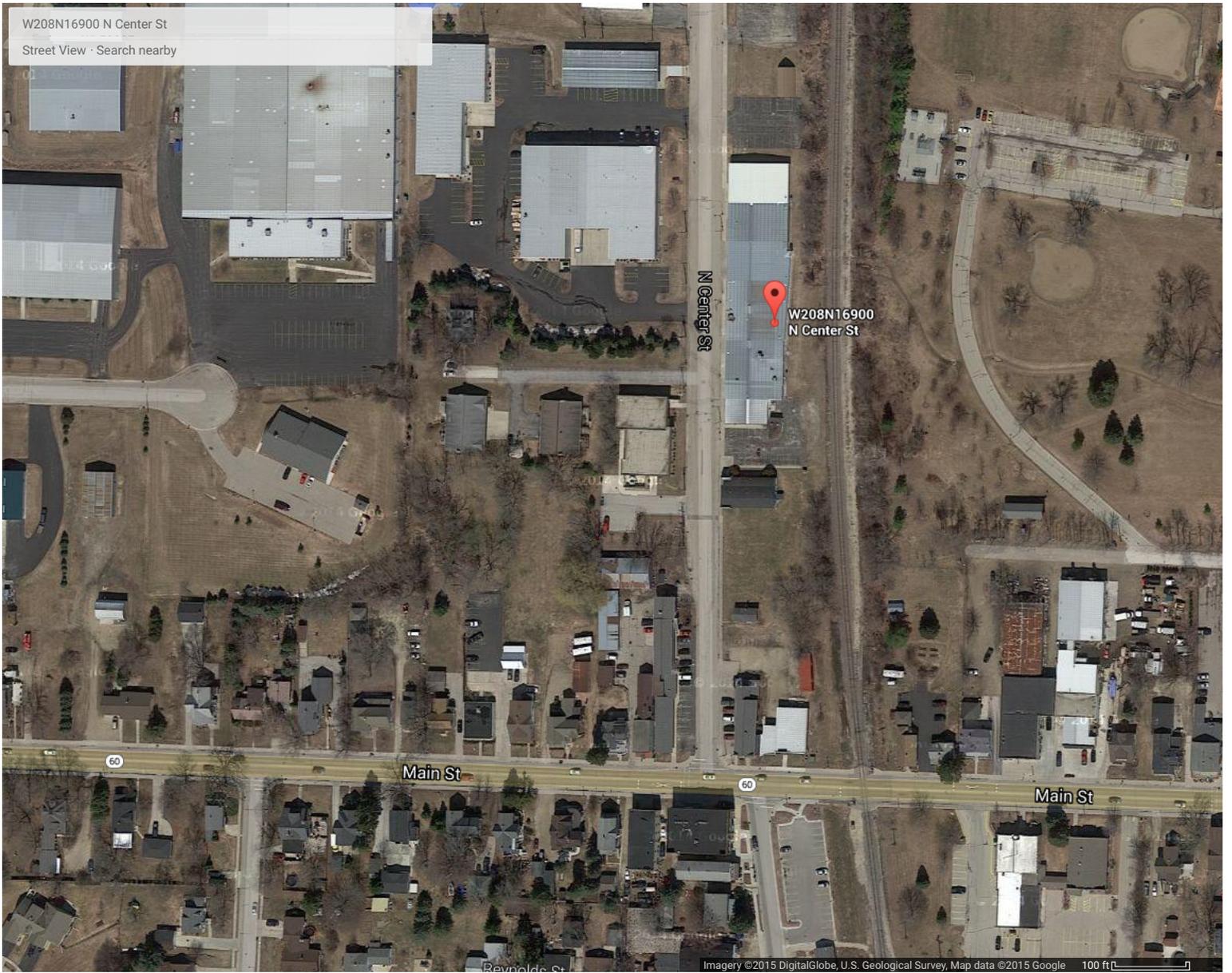
Bill No. 42390

SPABAU REALTY LLC LC

Include This Stub With Your Payment

W208N16900 N Center St

Street View · Search nearby



RECEIVED
FEB 18 2015

February 9, 2015

BY:

Village of Jackson
N168 W20733 Main St.
Jackson, WI 53037

Gerald Henke
N74W7176 Walnut St.
Cedarburg, WI 53012

RE: Re-zoning property at W208 N16840 N. Center St.

To whom it may concern:

As the owner of the property at W208 N16840 N. Center St, I would like to request that the property be rezoned as PUD, instead of M-1 manufacturing. I understand that this change will allow more flexibility in the future use of this property.

Sincerely yours,



Gerald Henke

STAFF REVIEW COMMENTS
Plan Commission Meeting – February 26, 2015

1. Rezoning Request – M1 to PUD - Spabau Realty LLC, Center Street.

Building Inspection

- The rezoning request includes both properties; W208 N16900 N. Center Street and the south adjoining property W208 N16840 N. Center Street. This request would attach to the adjoining PUD zoning on the west side of North Center Street and to the property to the south (Latest Edition).
- By rezoning to PUD, this will bring the current dog training facility in compliance with the zoning. This will also offer more opportunities to both property owners to lease to potential businesses in the future.
- Property owners will propose a “laundry list” of future businesses that would be approved for both properties in a future submittal.
- Recommend approval.

Public Works/Engineering

- The current zoning is M-1 (Limited Manufacturing District) which is intended to provide for manufacturing, industrial, and related uses of a limited nature and size in situations. There are no permitted uses, and all uses are conditional. The PUD zoning requires continued approval of all uses, and is suited to fit the proposed future uses of the site. Recommend approval of the zoning change.
- The Jackson Water Utility has the Well #1 well house located at the south end of the property. The PUD zoning would allow the flexibility to redevelop both the property of the business/building at W208 N16900 Center Street and the well house site that has limitations due to the size of the building and parcel.

Police Department

- No additional comments.

Fire Department

- No additional comments.

Administrative/Planning

- Most of the development in the Village for the past fifteen to twenty years has migrated to PUD zoning which allows greater flexibility in site planning, building design, and use. These parcels, currently zoned M1 – Limited Manufacturing, would be allowed that greater flexibility of use.
- Recommend approval.

**DRAFT MINUTES
PLAN COMMISSION MEETING
Thursday – February 26, 2015 – 7:00 p.m.
Jackson Village Hall
N168W20733 Main St
Jackson, WI 53037**

1. Call to Order & Roll Call.

Chairperson Wendy Kannenberg called the meeting to order at 7:00 p.m.

Members present: Doug Alfke, Tr. Kruepke, Steve Schoen, Tr. Lippold, Peter Habel, and Jeff Dalton.

Not Present: None.

Staff Present: John Walther, Brian Kober.

Others Present: David Belman of Belman Homes, Ray Hoffman of Renewal by Andersen, Kristine Hillmer, Metropolitan Builders Association.

2. Minutes – January 8, 2015, Plan Commission Meeting.

Motion by Peter Habel, second by Doug Alfke to approve the minutes of the January 8, 2015, Plan Commission meeting. Vote: 7 ayes, 0 nays. Motion carried.

3. Rezoning Request – M1 to PUD – Spabau Realty LLC, Center Street.

Sam Bauman was present and had received staff comments. After discussion, a motion was made by Peter Habel, second by Tr. Lippold to Recommend the Village Board Approve the Rezoning Request – M1 to PUD – Spabau Realty LLC, Center Street subject to Staff Comments.

Vote: 7 ayes, 0 nays. Motion carried.

4. Presentation of Operation Finally Home.

John Walther introduced Kristin Hillmer, Ray Hoffman, and David Belman. David Belman, of Belman Homes, gave an informational presentation on Operation Finally Home. This is a nationwide program that provides mortgage free homes to wounded war veterans. To date sixty homes have been given to wounded veterans. This is the first time the program has been offered in Wisconsin. Dave continued that this is not a hand-out but a hand-up. Two lots have been donated by Neuman Homes. The lots are in Cranberry Creek Subdivision, lots 14 and 15. The homes will start to be framed in October with completion in the winter or early 2016. One home will be stick built and the other will be panelized. A building study will be conducted on both homes to show the labor and material comparisons.

The group is looking for community support and corporate sponsorships. There will be four signature events: the reveal, the groundbreaking, the “notes of love” written on the studs of the home, and the dedication.

The recipients have to live in the home for at least five years and will be responsible for the taxes and insurance.

5. Citizens to address the Plan Commission.

None.

6. Adjourn.

A motion was made by Peter Habel, second by Doug Alfke to adjourn at 7:27 p.m.

Vote: 7 ayes, 0 nays. Motion carried.

Respectfully submitted by Deanna L. Boldrey – Clerk/Treasurer.

DRAFT

ORDINANCE #15-02

**AN ORDINANCE REZONING PROPERTY LOCATED AT,
W208 N16900 N. CENTER STREET (V3 0043),
VILLAGE OF JACKSON, WASHINGTON COUNTY,
FROM MANUFACTURING 1 TO PLANNED UNIT DEVELOPMENT (PUD)**

THE VILLAGE BOARD OF THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN, does ordain as follows:

SECTION I.

The Zoning Map of the Village of Jackson, is hereby amended by rezoning the following parcel, described as follows:

Address: W208 N16900 N. Center Street
Tax Key No.: V3 0043
Description: N252' OL 25; DOC 1369898; SEC 18-10-20
(Assmt Inc V3-0042+V3-0045+V3-0046)

From its present zoning designation of Manufacturing 1 (M-1) to Planned Unit Development Zoning (PUD).

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

Introduced by: _____

Seconded by: _____

Passed and Approved: _____

Vote: _____ Aye: _____ Nay

Wendy A. Kannenberg, Village President

Attest: Deanna L. Boldrey, 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.

Dated: _____ Village Official: _____

RESOLUTION #15-02

A GOVERNMENTAL RESPONSIBILITY RESOLUTION FOR RUN OFF MANAGEMENT GRANTS

WHEREAS, The Village Board of the Village of Jackson is interested in acquiring a Grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban stormwater runoff pollution sources (as described in the application and pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 153 and 155); and,

WHEREAS, a cost-sharing grant is required to carry out the project:

THEREFORE, BE IT RESOLVED, that The Village of Jackson,

HEREBY AUTHORIZES Director of Public Works / Village Engineer, to act on behalf of the Village of Jackson to:

Submit and sign an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
Sign a grant agreement between the local government (applicant) and the Department of Natural Resources;
Submit reimbursement claims along with necessary supporting documentation;
Submit signed documents; and
Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that the Village of Jackson shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Adopted this 13th day of January, 2015.

Introduced by: Tim Hebert Seconded by: To Motion

Vote: 6 ayes 0 nays

Passed and Approved: January 13, 2015

Wendy A. Kannenberg
Wendy A. Kannenberg - Village President

Attest: Deanna L. Boldrey
Deanna L. Boldrey, Village Clerk-Treasurer

Proof of Posting:

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

Deanna L. Boldrey
Village Official

January 14, 2015
Date

Village of Jackson, WI-WPDES Stormwater-NR 216 Administration

Scope of Services

Project

The Village of Jackson, in anticipation of receiving its first MS4 Stormwater Permit from the State of Wisconsin, will be developing and administrating as part of its anticipated NR 216 Permit, programs in support of the anticipated permit such as Information and Education, Illicit Discharge Program, Pollutant Loading Calculations, and Catch Basin Cleaning Program, etc. The Village of Jackson will also be updating their Village Stormwater Management Plan and related ordinances. The Village supports the need to address the quality of stormwater runoff throughout the community.

The Village also desires to set baseline sediment removal and other requirements for privately owned Stormwater Management facilities.

Jackson is within the Milwaukee River Watershed and has Jackson Creek and Cedar Creek flowing through it. This project will be targeting Total Suspended Solids (TSS) and Total Phosphorus (TP) consistent with the requirements of the Milwaukee River TMDL which will be released in the near future.

Jackson applied for and received an Urban Nonpoint Source (UNPS) Planning Grant from Wisconsin Department of Natural Resources (WDNR) to assist in completion of this project.

Scope of Services

Task 1 Project Management

GRAEF staff will provide management of the project budget and tasks to maintain good standing with the WDNR UNPS Planning Grant. Project Management will include monitoring the schedule and budget, submitting for reimbursement to WDNR, and Quality Control/Quality Assurance.

Hours: 30

Fee: \$3,930

Village of Jackson, WI-WPDES Stormwater-NR 216 Administration

Scope of Services

Task 2 WPDES Permit Condition Compliance

GRAEF will develop elements of an updated Village of Jackson Stormwater Management Plan (SWMP) that comply with WDNR General Permit to Discharge Under the Wisconsin Pollutant Discharge Elimination System WPDES Permit No. WI-S050075-2 (General Permit), permit conditions 2.1 through 2.10. These elements will provide guidance to the Village and meet with the requirements of WDNR so that the Village can show compliance on an annual basis for the duration of its first permit cycle.

Hours: 359

Fee: \$39,815

Task 3 Stormwater Facility Baseline and Maintenance Program

GRAEF will provide a framework for establishing the baseline conditions for all public and private stormwater detention ponds in the Village of Jackson. This baseline will record the 2015 conditions of each pond for stormwater quality (permanent pool area and depth), stormwater quantity (storage volume), and outlet/inlet infrastructure (condition of the outlet structure, condition of the inlet pipes, dimensions of the emergency overflow).

Using this framework, GRAEF field staff will record the data needed to establish the baseline for each pond. GRAEF staff will record GPS locations of six to twelve points along the normal water line and six to twelve points along the top of pond. Additionally, GRAEF staff will record estimated depths of the permanent pool at one to three locations per pond. A GPS location of the center of the emergency overflow will be recorded and an estimate of the width of the overflow will be made. Pictures of the outlet structure along with a visual inspection from outside the structure will be recorded.

The data will be input into a form for each pond allowing the Village to establish a baseline condition for future maintenance for each pond.

Hours: 304

Fee: \$49,396

Village of Jackson, WI-WPDES Stormwater-NR 216 Administration

Scope of Services

Task 4 Update Existing SWMP

Using the elements developed in Task 2, GRAEF will update the Village's existing SWMP. Specific recommendations with respect to water quality and permit compliance will be made a part of the update.

This update is not a complete rewrite of the current SWMP, GRAEF will add the elements found in the General Permit so that the Village can work toward compliance. If there are contradictions found in the existing SWMP that prevent the Village from complying with the General Permit, GRAEF staff will correct them.

Hours: 44

Fee: \$4,956

Task 5 Update Existing Ordinance

GRAEF staff will review the Village's existing stormwater management ordinance for compliance with the current WDNR model ordinance. We will make specific recommendations for additions, subtractions, and modifications to bring the Village's ordinance into alignment with the State model ordinance. Additionally, GRAEF staff will review stormwater related portions of the Village's Design and Drafting Handbook and make recommendations for updates based on this project.

We assume the Village's Attorney will make the changes to the ordinance and present them to the Village Board for adoption.

Hours: 4

Fee: \$524

Task 6 Final Report

GRAEF staff will combine the data and updates created in Tasks 1-5 into a final report suitable for submittal to WDNR for grant reimbursement. This final report will also serve as a basis for the Village's annual report to WNDNR.

Hours: 36

Fee: \$4,004

Village of Jackson, WI-WPDES Stormwater-NR 216 Administration

Task	Hours	Fee
1 Project Management	30	\$ 3,930.00
2 a Public Education and Outreach	40	\$ 3,750.00
b Public Involvement and Participation	40	\$ 3,750.00
c Illicit Discharge Detection and Elimination	45	\$ 4,775.00
d Construction Site Pollutant Control	16	\$ 1,904.00
e Post-Construction Storm Water Management	16	\$ 1,904.00
f Pollution Prevention	44	\$ 4,676.00
g Storm Water Quality Management	126	\$ 12,170.00
h Storm Sewer System Map	16	\$ 1,148.00
i Annual Report	14	\$ 1,546.00
j Cooperation	2	\$ 262.00
3 Stormwater Facility Baseline and Maintenance Program	304	\$ 49,396.00
4 Update Existing SWMP	44	\$ 4,956.00
5 Update Existing Ordinances	4	\$ 524.00
6 Final Report	36	\$ 4,004.00
	777	\$ 98,695.00
	Grant Amount	\$ 63,695.00
	Local Share	\$ 35,000.00

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



January 25, 2015

► **REQUIRES IMMEDIATE ACTION** ◀
Urban Nonpoint Source & Storm Water Mgt
Grant #USP - MI04-66141-15
Grant Amount: \$63,695.00

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

Dear Mr. Kober:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: **Jackson WPDES Storm Water NR 216 Administration**, to assist in planning runoff management standards for your community. Certain modifications have been made recently in eligibility qualifications and grant requirements. Please be sure to review page two of your grant in particular and discuss those provisions with your regional coordinator (listed on your grant document). We encourage you to involve the regional coordinator in your project as early as possible.

This grant, and any reimbursements made under it, is governed by very specific statute and administrative code provisions. Accordingly, please read the grant documents thoroughly, paying particular attention to the Scope and Conditions sections for eligibility conditions, grantee requirements and reimbursement provisions. There are also a number of steps where you must obtain prior departmental review and authorization before proceeding (*please see the attached Grantee Responsibilities*). You are obligated to submit a Final Report with your final reimbursement request for the projects completed under this grant (see the grant's Scope section).

To accept this grant, please review the agreement and return the original signed by the authorized official, along with the completed Grantee Contact Page, as well as evidence that your community has committed the necessary funding for the local share, to the Bureau of Community Financial Assistance. The second copy is for your file.

Please review this grant thoroughly with Regional Coordinator Jamie Lambert at (414) 263-8485 or Dave Calhoon, of the Bureau of Community Financial Assistance, at (608) 267-9385. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. Thank you for your continued cooperation with Wisconsin's Nonpoint Pollution Abatement program.

Sincerely,


Mary Rose Teves, Director
Bureau of Community Financial Assistance

Enclosure(s)

C: Jamie Lambert – SER/Milwaukee

URBAN GRANTEE RESPONSIBILITIES

1. Review the grant/amendment document with the departmental project manager listed on the grant. In particular, note the project's authorized scope, the cost-share rate established, the maximum reimbursement amount, and the timeframe for the project period. The grant Conditions also spell out restrictions on the grant and its reimbursements. Be especially aware of the requirements relating to mandatory erosion & storm water controls and, in this grant, to the specific eligibility issues relating to use of municipal staff on a planning project, as well as the requirement for a truly comprehensive approach to the applicable performance standard.
2. Return evidence of the "local share" required to complete the project with your signed grant document. This component was a key element in scoring, and, given the restrictive project timeframe, coupled with the competition for available grant dollars, grant commitments must be reserved for only those communities able to proceed directly.
3. The planning product must provide a review of the potential within the project area for permitting issues which may affect the installation of recommended BMPs. Examples include: Chapter 30 and wetland permits, environmental hazards, archeological/historical site clearances, and endangered resource issues.
4. Grant payments (cost-sharing) are made on a reimbursement basis. When you incur and pay expenses for this project, you must submit a reimbursement request -- along with the required payment verification (consultant or contractor billings, payment vouchers). You may send requests as frequently as you'd like.
5. At the end of each quarter, you are also required to provide your project manager with a report detailing the progress to-date and updating the project schedule -- difficulties or delays, if any; changes in the timetable; adjustments in the budget; modifications in the contract. A Final Report is similarly necessary. The Final Report and instructions for completing it are available on our web site. Use the following link and click on the Resources tab:

<http://dnr.wi.gov/Aid/UrbanNonpoint.html>
6. All financial records pertaining to this grant must be retained for a period of three (3) years following the conclusion of the grant period, or three (3) years after the final reimbursement, whichever is later. If circumstances warrant, the department may require that you retain such records for a longer period to accommodate a final audit of grant transactions.
7. Grantees shall comply with annual Single Audit requirement as specified in OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations" and the Wisconsin State Single Audit Guidelines found at: <http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines> issued by the Wisconsin Department of Administration (DOA), State Controller's Office.

-- GRANT AWARD --

Form 8700-327 (10/10)

Notice: You are required to agree to terms of the grant agreement, sign and return this form to establish reimbursement eligibility for the Runoff Management Grant Program, authorized under s. 281.65 and 281.66, Wis. Stats., and chs. NR 151, 153, 154, 155 and 243, Wis. Adm. Code. Failure to return a signed agreement will result in denial of grant funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

PART 1. GRANT ADMINISTRATION INFORMATION

Grant Number USP-MI04-66141-15	Grant Award Date January 1, 2015		
Grantee Village of Jackson		Total Grant Amount \$63,695	
Project Name Jackson WPDES Storm Water NR 216 Administration		Watershed Cedar Creek	
Authorized Representative Brian Kober, Director of Public Works		Project/Grant Period From January 1, 2015 Through December 31, 2016	
Street Address N168 W20733 Main Street		Grantee Contact Brian Kober, Director of Public Works	
City, Zip Code, County Jackson, 53037 Washington County		Contact's E-mail Address DIRPUBWKS@VILLAGEOFJACKSON.COM	
Telephone Number (262) 677-9001			
Name of Department Regional Coordinator, Phone Number and Email Address Jamie Lambert, (414) 263-8485, jamie.lambert@wisconsin.gov			DNR Region Southeast Region

PART 2. ELIGIBLE COST-SHARE BUDGET DATA

Note: Line items cannot be exceeded without prior amendment.

1. Project Cost-Share Reimbursements For:
 - a. **Storm Water Management Planning**
2. Other
3. **Total Nonpoint Source Grant Amount**

Cost-Sharing
63,695
0
\$63,695

PART 3. PURPOSE AND SCOPE

This grant provides funding and authorizes cost-share reimbursement by the department for the above-named project as described in the grant application submitted for calendar year 2015 for the eligible storm water management planning activities listed in the application to address nonpoint sources of pollution. The cost-share reimbursement rate will be up to **65%** of the actual eligible planning costs, to the maximum amount contained in Part 2.

Reimbursements may only be made for work performed, and expenses incurred, during the Grant Period. The amount listed under Part 2 (above) is the maximum amount which the department may reimburse you under this grant. Reimbursement deadlines and restrictions, project eligibility specifications, and other project Scope limitations are continued on the other side of this page. Additional departmental grant conditions are listed on the following pages. Consultant or professional-service contracts must be **approved** by the department Regional Coordinator **prior to signing**. Reimbursement requests shall be sent to the above address and must be accompanied by **payment** documentation, consisting of consultant/contractor billings with check nos. and dates paid. A *Final Report* is required before the Department may release the final reimbursement. Note that no Federal funds are used in reimbursements for this grant.

-- SCOPE CONTINUED - OVER --

DNR COPY

Project Eligibility

Draft reports and associated electronic files (e.g., modeling data files, GIS mapping files, etc.) shall be submitted to the Regional Coordinator at least 60 days prior to the grant expiration date, or by an alternative date approved by the Regional Coordinator. Personal service contracts or, at a minimum, scope of service agreements between the consultant and the grantee to perform this work must be approved by the department prior to signing. Projects not receiving this approval will **not** receive reimbursement. Adequacy of the proposed product must meet the minimum criteria (below) and also conform to the activities promised (checked) by the grantee in the application.

Project Implementation. The storm water management plan activities will cover the developed urban areas within the Village identified in the application materials. Prior planning products will be updated and newer areas included to provide a more accurate portrayal of the current water flow patterns and pollutant loading sources, analysis and cost-effectiveness comparisons of practice alternatives, recommendations to implement best management practices to meet the plan goals, investigation of potential sites and preparation of preliminary designs for priority basin projects.

Research and findings must include at least preliminary determinations on the potential for environmental hazards, cultural, historical, endangered and threatened resources, along with the potential for wetland and Chapter 30 conflicts, within the areas of prospective structural practice installations.

Contract Approvals. All consultant and construction contracts must be approved by the Department **prior** to grantee signing in order to determine reimbursement eligibility and conformity with practice technical standards. All appropriate permits must be obtained prior to commencement of construction, and the design must be approved by the department.

Payment Schedule. Expenses incurred and paid by the grantee shall be submitted to the department for reimbursement periodically. Reimbursements shall be made to the grantee at a rate of one-half the cost-share rate stipulated above until a completed product is submitted to, and accepted by, the department [see *Final Reimbursement* (below)].

Final Reimbursement. To obtain the full eligible reimbursement, grantee must provide acceptable products which comply with the scope stipulations of this grant (above), with the project components enumerated within the grant application, and with the scope of service provisions in the consultant agreement approved by the department. At the conclusion of the project, grantee shall submit a Final Report (Form 3400-189) to the regional project manager detailing the effort's implementation and effectiveness. The Final Report and instructions for completing it are available on our web site. Use the following link and click on the Resources tab:

<http://dnr.wi.gov/Aid/UrbanNonpoint.html>

REIMBURSEMENT DEADLINES	
Eligible Expenses Incurred	Reimbursement Request Due Date
1 st Quarter of the Calendar Year	April 30th
2 nd Quarter of the Calendar Year	July 31st
3 rd Quarter of the Calendar Year	October 31st
4 th Quarter of the Calendar Year	January 31st

Grantee shall provide the Regional Coordinator with a **project update each quarter.**

PART 4. CONDITIONS

The State of Wisconsin Department of Natural Resources (Department) and the Grantee, in mutual consideration of the provisions of this document, agree as follows:

Section A – General Requirements

- A1. This agreement and all activities undertaken pursuant to this agreement are subject to the provisions of s. 281.66, Wis. Stats., and chs. NR 151, 154, and 155, Wis. Adm. Code. All amendments to this grant agreement shall be executed in writing. The deadline for requesting an amendment to extend the grant period is 45 days before the end of the grant period.
- A2. Eligibility for cost-sharing reimbursement is governed by the provisions of s. NR 154.04 and ch. NR 155, Wis. Adm. Code, by the stipulations or limitations in this grant's *Scope* provisions, and by the applicable contract approvals by the department, as required under provision B1.
- A3. The Grantee may not receive reimbursement for costs which: (1) exceed the amounts listed in Part 2, (2) are not authorized by the *Scope* of this agreement, or (3) are incurred for work performed outside of the grant period, unless otherwise specified in the grant scope. Cost-share rates and applicability may be further limited by departmental contract approval(s), which may restrict the grant cost-share amount due to the eligibility requirements of the statute and codes. Reimbursements are contingent upon availability of State funds.
- A4. Neither the grantee nor any landowner may adopt any land use or practice that reduces the effectiveness or defeats the purposes of the best management practices installed under this grant.

Section B – Grantee Responsibilities

- B1. All professional service and construction contracts, construction designs, and appraisals must be approved by the department Regional Coordinator prior to signing or entering into such commitments. Grantee must obtain all required permits prior to construction.
- B2. If constructing on non-grantee-owned property, the Grantee shall enter into cost share agreements with landowners and land operators on forms provided by the Department. The cost share rates may not exceed the rates specified in the applicable administrative code governing this grant or in the *Scope* section of this grant. Such agreements and amendments shall be recorded with the Register of Deeds and promptly submitted to the Regional Coordinator. The Grantee agrees to perform periodic inspections beyond the grant period to ensure that all cost share recipients are complying with the maintenance requirements in accordance with the applicable administrative code governing this grant.
- B3. The Grantee shall submit reimbursement requests on the worksheets provided by the Department and accompanied by verification of project expenses, at least quarterly, as specified in the *Scope* section.
- B4. The Grantee shall comply with the cost containment and procurement procedures in the applicable administrative codes governing this grant. The Grantee shall maintain a financial management system, separate from all other grantee activities, for this grant. Accounting and fiscal records shall be maintained in accordance with the applicable administrative codes governing this grant. At a minimum, grantee shall retain and make available all fiscal records pertaining to this grant for three years after the date of final settlement, or three years after the end of the Grant Period, whichever is later, or for a longer period if required by the department for audit purposes.
- B5. The Grantee shall submit progress reports at the conclusion of each quarter of the project period to the department Regional Coordinator identified in Part 1 of this agreement. When requesting a final payment, grantee shall also submit a final report to the Regional Coordinator detailing practices installed and results expected/obtained, along with a maintenance strategy for the practices installed.

Section C – State and Federal Requirements

- C1. If historical/cultural artifacts are unearthed during any earth disturbance under this grant activity, Grantee is to immediately notify the department Regional Coordinator to determine the appropriate response.
- C2. The Grantee shall ensure that Department representatives have access to land on which grant-funded activities are undertaken during period of best management practice installation, operation and maintenance, or for performance auditing purposes.
- C3. The Grantee shall indemnify the Department and all of its officers, employees and agents against, and hold harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, to person or property, including attorney's fees, arising out of, connected with or resulting from the occupancy, use, acts or omissions of the Grantee's employees, agents or representatives.
- C4. The Grantee or its employees or agents are not employees or agents of the Department for any purpose including Worker's Compensation.
- C5. The Grantee shall not issue funds from this grant to individuals if that individual is delinquent in child support or maintenance payments [s.144.25(9)(L), Wis. Stats]. The grantee shall comply with this condition by verifying a cost share recipient non-delinquent at the time of signing a cost share agreement by accessing the Department of Workforce Development website.
- C6. In connection with the performance of work under this agreement, the Grantee agrees 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 s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision includes but is not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to provide and post notices in conspicuous places, available for employees and applicants for employment, setting forth the provisions of this nondiscrimination clause. Grantee shall take affirmative action to ensure equal employment opportunities.
- C7. The Grantee shall comply with annual Single Audit requirement as specified in OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations" and the Wisconsin State Single Audit Guidelines found at: <http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines> issued by the Wisconsin Department of Administration (DOA), State Controller's Office.

PART 5. INELIGIBLE COSTS

1. Costs incurred, or work performed, either prior to or after the grant period [page 1, Part 1], unless specifically authorized in the grant Scope.
2. Costs for installation of a best management practice which does not meet the conditions of the applicable administrative codes governing this grant, or which are inconsistent with the grant application.
3. Costs for practices identified as ineligible practices in the applicable administrative codes governing this grant or which are specifically excluded in the contract approval letter.
4. Costs which exceed or do not satisfy the cost containment procedures of the applicable administrative code governing this grant.
5. Costs to perform operation and maintenance of best management practices.
6. Costs specified in NR. 155.15(2), Wis. Admin. Code.

FOR THE GRANTEE
By:

FOR THE STATE OF WISCONSIN
By

Authorized Representative

Mary Rose Teves

Mary Rose Teves, Director
Bureau of Community Financial Assistance

Title

01/25/15

Date Signed

Date Signed

(Printed Name, If Different Than Authorized Representative on P.1)

When returning the signed grant, you must also include evidence of your community's local share of the grant project costs – such as a copy showing its inclusion in the municipal budget, or other evidence that the community has, in fact, committed the necessary funding to complete the project. Alternatively, you may certify that commitment below.

Certification provided as an alternative to evidence of local share:

I, the undersigned, hereby certify and attest that the grantee has incorporated the "local share" of funding for the project covered by this grant within the municipal budget, or has otherwise made provisions to provide the local share.

Authorized Representative

Resolution Number Authorizing Expenditure

Notice: Pursuant to ss. 283.33 and 283.37, Wis. Stats., and chs. NR 151 and 216, Wis. Adm. Code, this form is used to apply for coverage under Wisconsin Pollutant Discharge Elimination System (WPDES) Municipal Separate Storm Sewer System (MS4) General Permit No. WI-S050181-1. This form and any required attachments constitute the permit application. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Laws (ss. 19.31-19.39, Wis. Stats.).

Instructions: Complete all sections of this permit application. If additional space is needed to respond to a question, attach additional pages. Provide descriptions below that explain the program activities that you expect to develop and implement to comply with the MS4 general permit. Information on the MS4 general permit and the MS4 storm water program are available at: <http://dnr.wi.gov/topic/stormwater/municipal/>. Section 3 of the MS4 general permit contains the compliance schedule that directs when the individual program activities need to be developed and submitted to the Department for review. The detailed programs that are developed and submitted to the Department for review may deviate from the program activities described below if necessary. The descriptions provided below are necessary for the Department to verify that the municipality's program activities comply with the permit.

Section I: Applicant Information

Name of Municipality
 Village of Jackson

Mailing Address PO Box 637	City Jackson	State WI	ZIP Code 53037
County(s) in which Applicant is located Washington	Type of Municipality: (check one) <input type="checkbox"/> County <input type="checkbox"/> City <input checked="" type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/> Other (specify)		

Section II: Local Contact Information

Name of Municipal Contact Person Brian W. Kober, P.E.	Title Director of Public Works		
Mailing Address PO Box 637	City Jackson	State WI	ZIP Code 53037
Email address dirpubwks@villageofjackson.com	Phone Number (incl. area code) 262-677-9001	Website address, if available www.villageofjackson.com	

Section III: Water Quality Concerns

Yes	No	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does any part of the MS4 discharge to an outstanding resource water (ORW) or exceptional resource water (ERW) listed under s. NR 102.10 or 102.11, Wis. Adm. Code? (A list of ORWs and ERWs may be found on the Department's Internet site at: http://dnr.wi.gov/topic/surfacewater/orwerw.html)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does any part of the MS4 discharge to an impaired waterbody listed in accordance with section 303(d)(1) of the federal Clean Water Act, 33 USC § 1313(d)(1)(C)? (A list of Wisconsin impaired waterbodies may be found on the Department's Internet site at: http://dnr.wi.gov/topic/impairedwaters/)

Section IV: Potential Permit Exemption

Yes	No	Section NR 216.023, Wis. Adm. Code, allows certain MS4s that have less than 1000 people residing in an urbanized area to be waived from municipal storm water permit coverage.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Do you believe that the MS4 may be eligible for this potential exemption as described in s. NR 216.023, Wis. Adm. Code?

If yes, please provide documentation supporting a permit exemption including the following (Attach additional pages if necessary):

- Total municipal area in square miles
- Total municipal population (2010 U.S. census)
- MS4 service area within Urbanized Area in square miles
- Municipal population within Urbanized Area (2010 U.S. census)
- Additional information supporting an exemption under s. NR 216.023, Wis. Adm. Code

Note: Urbanized Area information is available from the USEPA at:

<http://water.epa.gov/polwaste/npdes/stormwater/Urbanized-Area-Maps-for-NPDES-MS4-Phase-II-Stormwater-Permits.cfm>

Section V: Summary of Municipal Storm Water Program Activities

Describe the programs or activities the municipality is doing or will do to comply with the requirements of the MS4 general permit. Attach additional pages if necessary.

A. Public Education and Outreach

Describe the public education and outreach program activities that the municipality will implement to comply with section 2.1 of the MS4 general permit. The Village of Jackson has applied for and received a storm water grant from the DNR. We are identifying a scope that will address all public education and outreach requirements.

B. Public Involvement and Participation

Describe the public involvement and participation program activities that the municipality will promote to comply with section 2.2 of the MS4 general permit. The Village of Jackson has applied for and received a storm water grant from the DNR. We are identifying a scope that will address all public involvement and participation requirements.

C. Illicit Discharge Detection & Elimination

Describe the illicit discharge detection and elimination program authority and activities that the municipality will develop and implement to comply with section 2.3 of the MS4 general permit. Same as parts A and B.

D. Construction Site Pollution Control

Describe the construction site pollutant control program authority and activities that the municipality will develop and implement to comply with section 2.4 of the MS4 general permit. Same as parts A and B.

E. Post-Construction Site Storm Water Management

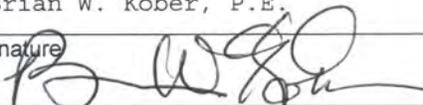
Describe the post-construction storm water management program authority and activities that the municipality will develop and implement to comply with section 2.5 of the MS4 general permit. Same as parts A and B.

F. Pollution Prevention

Describe the pollution prevention program activities that the municipality will implement to comply with section 2.6 of the MS4 general permit. Same as parts A and B.

Section VI: Certification

I hereby certify that I am an authorized representative of the municipality that is the subject of this application for general permit coverage, and that the information provided is true and complete, to the best of my knowledge. I understand that Wisconsin law provides severe penalties for submitting false information.

Authorized Representative Name Brian W. Kober, P.E.	Title Director of Public Works/Village Engineer
Signature 	Date Signed 1/26/2015
Email address dirpubwks@villageofjackson.com	Phone Number (incl. area code) 262-677-9001

Return this completed form to: Wisconsin Department of Natural Resources
Storm Water Program – WT/3
PO Box 7921
Madison, WI 53707-7921

**Village of Jackson
Storm Water Ponds**

Developments	Number of Ponds	Remarks
TIF #2	3	
TIF #3	5	
TIF #4	2	
Total	10	Village Owned Ponds

Jackson Crossings	1	
Kerry Ingredients	1	
Glen Brooke Subdivision	4	
Sherman Meadows	1	
Cranberry Creek Subdivision	2	
Cranberry Condo Development	2	
Jackson Community Center	1	
Hickory Park	3	
Fox Creek Condo Development	1	
Rivers Bluff Subdivision	3	
Dallmann Village Subdivision	2	
Stonewall Development	4	
Legacy at Cedar Creek	1	
English Oaks Subdivision	2	
Highland Creek Farms Subdivision	4	
Laural Springs Subdivision	1	
Total	33	Privately Owned Ponds

**Village of Jackson
Public Works Equipment
2015 Budget Year
September 24, 2014**

Equipment Description	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Big Orange #1, (1998) 1998 paid 2002										\$170,000				
Big Orange #2, (2002) 2003 paid 2008	\$25,000	\$20,000												
Big Orange #3 Snow Plow (2009)			\$140,300											
Big Orange #4 Snow Plow (2013)						\$158,000								
Backhoe/Loader New Holland (2012)						\$71,040								
Snowblower JohnDeer Loader (1999)														
White 1 ton (2000)														
New 1 ton Diesel Truck	\$8,400	\$8,400												\$60,000
New 1 ton GAS Truck						\$55,000								
Brush Chipper					\$36,000									
replace waste supt truck	\$15,000													
replace bucket truck (1985)														
John Deer Loader (1992)												\$125,000	\$125,000	
Bob Cat Skid Steer (1996)									\$5,000					
Vac / Jetter Truck WWTP														
replace water supt truck	\$15,000									\$35,000				
replace S10 1989(2)														
Street Pick-up														
replace mower decks														
Bob Cat Skid Steer (2002)														
16' lawn mower		\$13,000	\$14,000									\$13,000	\$13,000	
purchase old squad														
New Case Tractor to replace Allis											\$15,000			
Ballfield Groomer									\$16,000					
Total	\$63,400	\$41,400	\$154,300	\$0	\$36,000	\$284,040	\$0	\$0	\$21,000	\$205,000	\$15,000	\$138,000	\$138,000	\$60,000



Derek Kastenschmidt, SCPS
 Territory Manager
 W227 N6225 Sussex Road
 Sussex, WI 53089
 Cell (414) 313-5260
 Fax (262) 786-6111
dkastenschmidt@reinders.com

Acct #:
Village of Jackson

Quote ID InfieldPro	Quotes Good for 90 days
Quote Date 2/19/15	Tax Not Included In Quote

Attn: Russ Krueger

PRICE QUOTATION

Qty	Model #	Description	Each	Total
1	08703	Sand Pro 3040	\$16,442	\$16,442
1	08714	Manual Blade (40")		
1	TS GL650 T7-C	Toro 3040/5040 Rahn Groomer with Heavy Duty, Springtine Scarifier & Broom		



Proposal Summary

I am pleased to submit the attached proposal for your consideration

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the seller. All proposals and agreements are contingent on availability of product from the manufacturer. Typographical errors are subject to correction.

All prices quoted include delivery to your facility unless otherwise stated. The preceding pricing is valid for 30 days unless otherwise stated. Prices include assembly where applicable and accessibility to parts and service manuals. Timing at delivery may vary and is subject to manufacturer's availability. Purchaser is responsible for applicable taxes. All financed items will require lease documentation be returned to the finance company and approved for shipment by the lessor before delivery can be completed.

To accept this proposal, sign here and return: _____ Date: _____

Thank you for considering Reinders, Inc for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Derek Kastenschmidt, SCPS
Territory Manager
Reinders, Inc



Memo

To: John M. Walther, Village Administrator
From: Brian W. Kober, P. E., Director of Public Works 
Subject: Sale of Village Owned Property
Date: February 20, 2015
CC: Village Board; Board of Public Works

Requesting for approval to sell Village owned property on Wisconsin Surplus Online Action. The following items are to be sold:

- 1) 8 hp Honda motor - gas
- 2) 5 hp Honda motor - gas
- 3) Sliding gate for chain link fence
- 4) 1996 Chev 2500 truck - one ton gas engine
- 5) Two – RBC blowers
- 6) Four piece potable shoring units
- 7) Allis Chalmers tractor

We will try for the best price possible. The equipment being sold is not being used, and has been replaced with newer equipment. The equipment has served its purpose for the Village, and now we have an opportunity to generate revenue for the Village of Jackson.

If you have any questions please let me know.

Brian W. Kober, P.E.

<u>NAME</u>	<u>BUSINESS</u>	<u>POLICE CHIEF RECOMMENDATION</u>
Operator's License Application: Scott Ballering Kelly Fechter	Walgreens	Approval Approval
Tattoo License Application: Samuel DeSmidt	No Good Tattoos	Approve with Conditions

Brian Kober
Village of Jackson
N168 W20733 Main Street
Jackson, Wisconsin 53037

Subject:

Water Distribution System, Certificate of Substantial Completion No. 1
West Shore Pipe Line Company, Jackson, Wisconsin

Dear Mr. Kober:

Please find attached the Certificate of Substantial Completion No. 1 for the Village of Jackson (Village) Water Distribution System Extension Contract constructed in Jackson, Wisconsin. With the exception of punch list items (attached), surface course paving, and restoration to be completed in May and June of 2015, work on the project has been completed. We appreciate the assistance provided by the Village during construction.

A meeting was held on December 9, 2014 with representatives of ARCADIS, PTS Contractors, Inc., the Village and the Town of Jackson (Town) to discuss the process for substantial completion and Village acceptance of the water distribution system extension. This process is established by the Project Manual (which includes the executed Contract Agreement between PTS Contractors and West Shore Pipe Line Company [WSPC]) and the development agreement between the Village and WSPC. The attached Certificate of Substantial Completion No. 1 is being provided to the Village in accordance with Article IX of the development agreement.

The process for Village acceptance of the water distribution system extension is specified in Article IV of the development agreement. One of the requirements for Village acceptance (Article 4.1.C) is the receipt of final record drawings. Draft record drawings were submitted to the Village and Town for review on December 23, 2014. Upon receipt of comments, the record drawings will be finalized and submitted to the Village.

From the discussions at our December 9, 2014 meeting, it is our understanding that Village acceptance of the attached Certificate of Substantial Completion No. 1 and final record drawings would be sufficient to provide WSPC with confirmation of Village acceptance of the water distribution system extension. ARCADIS notes that Articles 4.1.A and 4.1.B of the development agreement address submittal of liens waivers. The enclosed Certificate of Substantial Completion No.1 represents completion of the water distribution system extension; lien waivers for this work are enclosed. Lien waivers associated with the punch list items included with the

ARCADIS U.S., Inc.
126 N. Jefferson Street
Suite 400
Milwaukee
Wisconsin 53217
Tel 414.276.7742
Fax 414.276.7603
www.arcadis-us.com

ENVIRONMENT

Date:
January 23, 2015

Contact:
Ed Buc

Phone:
414.276.7742

Email:
ebuc@arcadis-us.com

Our ref:
WI001304.0004

Certificate of Substantial Completion No. 1 will be provided when these items are completed.

ARCADIS appreciates your continued assistance to expeditiously review the submitted record drawings for this important and time critical project. Should you have any questions relating to the information presented herein, please feel free to call at your convenience.

Sincerely,

ARCADIS U.S., Inc.



James P. Cooper, PE
Water Resources Engineer



Thomas F. Lachcik, PE, BCEE
Project Design Manager



Edmund A. Buc, PE, CHMM
Principal Engineer

Attachments:
Certificate of Substantial Completion No. 1
Lien Waivers

Copies:

Mr. Patrick Hodgins, Senior Director HSSE, West Shore Pipe Line Company
Mr. Larry Landsness, WDNR
Mr. Eric Nitschke, WDNR Southeast Region Director
Mr. Dan Ownby, President, West Shore Pipe Line Company

CERTIFICATE OF SUBSTANTIAL COMPLETION No. 1

Owner: West Shore Pipe Line Company and
Buckeye Pipe Line Company, LP

Owner's Contract No.:

Contractor: PTS Contractors, Inc.

Contractor's Project No.:

Engineer: ARCADIS U.S., Inc.

Engineer's Project No.: WI001304.0004

Project: Village of Jackson Water Distribution System Extension Contract Name:

This preliminary Certificate of Substantial Completion No. 1 applies to:

All Work

The following specified portions of the Work:

The portion of the Work associated with the intended use of the water distribution system under the Contract, except for miscellaneous pavement, final surface course pavement, restoration work, and the items listed in the attached Preliminary Punch List have been substantially completed and ready for their intended use.

December 18, 2014

Date of Substantial Completion No. 1

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, Village of Jackson, Town of Jackson and Engineer, and found to be substantially complete. The Date of Substantial Completion No. 1 of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion No. 1. The date of Substantial Completion No. 1 in the final Certificate of Substantial Completion No. 1 marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's
responsibilities:

None

As follows

Amendments to

Contractor's responsibilities:

None

As follows:

The following documents are attached to and made a part of this Certificate: Preliminary Punch List

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By:	<u>Thomas F. Leibel</u> (Authorized signature)	By:	<u>Brian Parker</u> Owner (Authorized Signature)	By:	<u>Steve</u> Contractor (Authorized Signature)
Title:	<u>Construction Manager</u>	Title:	<u>Sr. District Project Manager</u>	Title:	<u>Project Manager</u>
Date:	<u>1/8/2015</u>	Date:	<u>1/12/2015</u>	Date:	<u>1/12/15</u>

Remaining Punch List Items
1/22/2015

ID	Sheet No.	Location	Issue Description	Issue Status	Acceptance - Village	Acceptance - Town	Acceptance - County	Acceptance - ARCADIS	Modified	Comment By
2	2	All Service Connections	Contractor shall verify continuity of tracer wire from curb box to house. Engineer note's this shall be completed by Village per Specification Section 33 05 05, Paragraph 3.2.A.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 10:59	Village
3	2	Throughout Project	After a meeting with Village, contractor, GAI and Arcadis on 11-14-14, it was decided that just the valves that need immediate attention will be addressed this year. Prior to surface course next year ALL valves will be reinspected and decisions will be made for each regarding plumbness, whether or not there's hot mix around it and how they will be raised, etc.....	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	1/21/2015 9:10	Village
5	5	Crosswind at Western, 0+65	Hydrant set 6" too high, wrench marks on cap and operating nut. Need to correct hydrant height, file burrs of caps and operating nut, prime and paint per Specification Section 40 05 53, Paragraphs 2.3.C.5. and 2.10.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 10:54	Village
9	12	2025 Western	Remove rocks from ditch on North side of western, east of where the drill rig sat for this service installation per Specification Section 01 74 05, Paragraph 1.4.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 10:59	Town
10	12	Western, Maple and east	Fore slope of ditch on north side of road is steeper than existing. Flow line may have been moved closer to road.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 10:59	Town
11	12	2015 Western	Undermining of existing pavement occurred during excavation. Note Specification Section 31 23 16.13, Paragraph 3.10.E.7.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	1/22/2015 12:47	ARCADIS
16	21	CTH T	Roadway shall be restored with 6" (2 lifts) of 58-28 type E-1 asphalt pavement on 12" of ¾-inch base aggregate dense within the trench limits and north to the outside edge of pavement. From the south trench limit to the centerline, 2" shall be milled and resurfaced in the uniform final lift.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 10:59	County
17	21	CTH G	The existing gravel shoulder has been depleted to primarily dirt. All gravel shoulders adjacent to the water main installation shall be restored with ¾" base aggregate dense material, which meets state specifications, to a width of 3 feet and a depth of 4 inches.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 10:59	County
24	25	Mockingbird at Western	Hydrant access drive pavement surface shall slope away from road surface as shown on Sheet 132 of the Drawings. Confirm adequate inverts to allow for placement of bedding and pavement. Replace with elliptical culvert if necessary.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 10:59	ARCADIS
25	26	West end of Hummingbird, 1+20	Hydrant set 12" too low, chains broken off. Install proper hydrant depth and reattach or replace chains per Specification Section 40 05 53, Paragraphs 2.3.C.5. and 2.10.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 10:54	Village
36	36	West end of Golden Harvest, 0+26	Hydrant is 6" too high. Hydrant flange shall be 6" above finished grade per Specification Section 40 05 53, Paragraphs 2.3.C.5. and 2.10.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 10:54	Village
43	2979 Maple		Driveway shall be repaired to pre-construction condition. May need additional traffic bond.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	1/15/2015 11:31	ARCADIS
50	52	CTH G	Several locations along the edge of pavement have suffered permanent damage and/or full depth failure. These isolated locations shall be marked by Washington County and saw cut and repaired with the same full depth pavement replacement as required above on CTH T.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 10:59	County
53	52	CTH G	Due to consistent seal coat surface damage, the entire roadway width within the project limits shall have a new layer of seal coat applied. The work shall be done prior to September 30, 2014 or in the summer of 2015.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 10:59	County
54	52	CTH G	Washington County stipulates that the current 2-year warranty on the project work is extended to 5 years. Engineer note's this is due to the inadequate trench backfill material placed along portions of Cty ROW.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 10:59	County
55	53	2860 Division	Ditch line does not provide positive drainage and debris in culvert. Clean out culvert and regrade to provide positive drainage.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 11:00	Town
56	53	2818 Division	Remove rock and asphalt chunks in ditch line	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 11:00	Town
57	53	2818 Division to 2860 Division	Regrade ditch to provide positive drainage	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 11:00	Town
58	55	CTH G	The pavement failure due to blasting at approximately station 14+00 RT (apx. 30 feet wide), which has already been temporarily repaired, shall be saw cut out the roadway centerline and restored with the same full depth pavement replacement as required above on CTH T.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 11:00	County
62	65	Sherman at Division, 64+17	Straighten top section of valve box 12/5/14 box still angled/ see photo	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 11:00	Village
64	66	2097 Mill	Owner has requested sod around the curb box.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	1/22/2015 12:52	ARCADIS
65	68	2011 Mill	Restoration has resulted in weeds. Owner requests sod as soon as possible. Ditch is too steep, regrade to reduce slope. OWNER HAD REQUESTED SOD - mjs	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 11:00	ARCADIS
73	78	North end of Wildflower, 9+18	Straighten valve box, wrench marks on hydrant operating nut and caps. File burrs off of caps and operating nut, prime and paint. Valve box straightened, hydrant not painted. 11-14-14 Ponding water, regrade and revegetation.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 10:54	Village
79	87	NW corner of Sherman and Maple	Gabe Note : Swamp Area seeded but not regraded....area lower than surrounding swamp.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 11:00	ARCADIS

Remaining Punch List Items
1/22/2015

ID	Sheet No.	Location	Issue Description	Issue Status	Acceptance - Village	Acceptance - Town	Acceptance - County	Acceptance - ARCADIS	Modified	Comment By
90	10	Western at Maple	Existing traffic signage throughout intersection are no longer plumb. Straighten road signs per General Note 6 on Sheet 4 of the Drawings. 10/30 stop signs still bend at angles. 1/22 - Stop sign on NW corner of intersection still not plumb. LMR	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	1/22/2015 15:58	ARCADIS
91	72	1859 Mill	Replace sod and landscaping tall grass where damaged due to drill rig placement for 1870 Mill Service per Service Connection General Note 1 on Sheet 4 of the Drawings.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 11:00	ARCADIS
107		2430 Crosswind Trail	Sod needed at location of gas main excavation - result of gas main strike	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 11:01	ARCADIS
108		2985 Crosswind Trail	Sod has settled, bring up grade to match existing lawn.	(1) Unresolved	FALSE	TRUE	FALSE	FALSE	12/9/2014 15:12	ARCADIS
109		1836 Western	Ditch too steep, causing homeowner issues with mowing	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:12	ARCADIS
110		1676 Western	Siding damaged during lateral installation. 12/17/14 Damage (dent) to siding still present - PTS needs to confirm means of resolution.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	1/8/2015 15:52	ARCADIS
113		3152 Wildflower	Place sod at foundation excavation and replace area of sod at berm that was not prepped/placed correctly.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:12	ARCADIS
114		Sherman at Oakland	Seed placed during main line restoration should have been restored with sod. The seed in this area is sparse and full of weeds. Restore entire area with sod.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:12	ARCADIS
115		Throughout project area	Remove emat if sufficient vegetation present. 11/13 most matting still present despite vegetation.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:13	ARCADIS
116		1930 Western	Drilling Mud fracked out in yard in flower bed area. Clean up drill mud. 12/5/14 Mud in flower bed cleaned. Additional drill mud in lawn and trees to south not done/needs cleanup.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:13	Town
135	49	3209 Maple - Homeowner Comment	Ditch needs re-landscaping, stones on lawn, tire tracks on the grass	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:13	Town
136	51	3279 Maple - Homeowner Comment	Ruts and erosion in ditch	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:13	Town
137		2955 Division	Insulate lateral where 6' cover was not maintained. 11/13 - No repairs apparent by house and sidewalk.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	1/8/2015 15:59	ARCADIS
139	27	1974 Hummingbird - Homeowner Comment	Ditch fore-slope is steeper than before watermain installation. Rocks in grass. Driveway repairs were done with the wrong material. Current material should be removed. Replacement material must be 3/8" T.B. (or screenings) from Lannon Stone. Material must be graded and rolled/compacted.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:13	Town
140	57	2985 Division - Homeowner Comment	Level out ruts alongside driveway	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:13	ARCADIS
141		1646 Western	The block wall on either side of the driveway by the road should be repaired. Blocks were removed when the mainline came through.	(1) Unresolved	FALSE	FALSE	FALSE	TRUE	12/9/2014 15:13	ARCADIS
148		2430 Crosswind Circle	Remove gravel from the perimeter of the lawn.	(1) Unresolved	FALSE	FALSE	FALSE	TRUE	12/9/2014 15:13	ARCADIS
149		2430 Crosswind Circle	Install concrete patio in the spring.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:14	ARCADIS
187		1859 Mill	In the spring, repair landscaping/lawn adjacent to the driveway that damaged by the Elexico and PTS crews. There are large ruts alongside the driveway, where the crew drove on the lawn.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:14	ARCADIS
188		2985 Division - Homeowner comment	Homeowner would like sod placed near putting green in spring	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:14	ARCADIS
189		Flushing stations	Supply O and M manuals for flushing stations. Have not received as of 12-17-14.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/17/2014 14:22	Village
192		NW Corner of Golden Harvest and Crosswind Trl	Remove rocks in ditch	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:14	ARCADIS
194		2014 Hummingbird	Remove asphalt from ditch	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:14	ARCADIS
195		Lot 9 GoldenHarvest	Bump out asphalt around curb stop valve box with surface in 2015	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:14	Town
196		2992 Division	Match surface asphalt to conc drive in 2015	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:14	Town
197		1974 Hummingbird	Remove Asphalt from ditch next to driveway	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:14	Town
198		2869 Mockingbird	Remove asphalt at cross culvert across from 2869 Mockingbird	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:14	Town
199		Western and Mockingbird	Failing existing pvt on southbound lane of Mockingbird at Western. Fix in 2015	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:14	Town
200		Western	Remove rocks in south ditch line from 1885 western to Division Rd.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:14	Town
201		2992 Division	Remove Rocks at edge of field just north of 2992 division	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:14	Town
202		Across from 3037 Division	Clean out culvert across from 3037 Division (Farm access on east side of Division).	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:15	Town
203		Across from 3037 Division	Topsoil placed for restoration along division is washing down into blasted bedrock backfill. Check whole ditch for rocks and topsoil depth with Town in 2015.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:15	Town
204		2992 Division	Regrade ditch to provide positive drainage 2015. See Town for ditch grades.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:15	Town
205		1790 Western	Re-Patch floor at service entrance. Provide smooth patch, full depth of exist conc floor.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:15	Town
233		Throughout Project	Restoration of all disturbed areas including locations of former wells, curb boxes, locations where drill rig accessed, etc.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:15	ARCADIS
234		Throughout Project	Paving - complete surface course over all roads and driveways, including shouldering and striping.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 15:16	ARCADIS
240		3020 Maple	Complete well abandonment - pull pump, seal well, cut casing	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 10:57	ARCADIS
250		3166 Wildflower	Complete well abandonment - pull pump, seal well, cut casing	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 10:57	ARCADIS
264		Vacant lot on Wildflower	Curb box too high, cut and lower.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/9/2014 14:45	Village
269		1740 western	Cant turn valve in curb stop. Attach wire. As of 1-14-15 this has not been fixed. Curb stop may be all the way down and can't be turned per Dan R.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	1/14/2015 7:42	Village
274		1880 Western	Remove 50A/2P circuit breaker, welding receptacle, and associated conduit and wiring.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/12/2014 13:56	ARCADIS

Remaining Punch List Items
1/22/2015

ID	Sheet No.	Location	Issue Description	Issue Status	Acceptance - Village	Acceptance - Town	Acceptance - County	Acceptance - ARCADIS	Modified	Comment By
276		1915 Western	Securely fasten booster pressure switch cable to wall or water piping with wire clips or cable ties as required, maximum of 18" spacing.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/12/2014 13:56	ARCADIS
277		1986 Sherman	Securely fasten booster pressure switch cable to wall or water piping using cable clips or ties, with a maximum of 18" spacing.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/12/2014 13:56	ARCADIS
278		2987 Division	Update panelboard directory for booster pump breaker. Directory was incorrectly updated to show "spare" for the booster pump breaker.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/12/2014 13:57	ARCADIS
285		1987 Mill	Booster pump circuit breaker shall be replaced with a 20A/2P breaker. Remove (2) 50A/1P circuit breakers from existing panelboard, and relabel panelboard directory as "space" for the removed breakers. Provide covers for all open spaces in panelboard.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/12/2014 14:01	ARCADIS
287		1987 Mill	Install #4 grounding electrode conductor from existing water pipe (in basement floor) to panelboard ground bus.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/12/2014 14:00	ARCADIS
292		2933 Division	Provide junction box or conduit fitting for booster pressure switch wiring splice. Use approved insulated spring connectors as listed in Specification 26 05 19.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/12/2014 14:04	ARCADIS
297	139	Flushing System	Complete electrical installation of flushing system as shown on the Contract Drawings.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/12/2014 14:07	ARCADIS
300		Flushing System	Complete system integration listed in Specification 40 60 05, including installation, start-up, and demonstration. This includes work at the Flushing System, repeater site, and village SCADA system.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/12/2014 14:10	ARCADIS
304		1824 Western	Add a pipe support near the dual check valve (vertical pipe section).	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/15/2014 18:59	ARCADIS
305		2987 Division	Add a pipe or tubing to route any emergency pressure relief valve discharge to sump crock at this location.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/15/2014 19:01	ARCADIS
306		2985 Division	Add piping or tubing to route any emergency pressure relief valve discharge to the same floor drain as the softener discharge tubing.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/15/2014 19:02	ARCADIS
307		1880 Western	Replace bracket for hot box lid	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/16/2014 10:22	ARCADIS
308		1915 Western	Install sound blanket over booster pump	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/16/2014 12:19	ARCADIS
309		1836 Western	Install sound blanket over booster pump	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/16/2014 12:21	ARCADIS
310		2985 Division	Install sound blanket over booster pump	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	12/16/2014 12:21	ARCADIS
311		SMART Flushing System	Restoration and paving associated with installation of system.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	1/8/2015 15:56	ARCADIS
321		Throughout project	Remove shoulder material from ditches	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	1/22/2015 9:18	ARCADIS
322		2045 Mill - Homeowner comment	Curb stop too high	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	1/22/2015 9:18	ARCADIS
323		2045 Mill - Homeowner comment	Restore curb stop area with better quality seed or overseed, grass sparse.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	1/22/2015 9:22	ARCADIS
324		3152 Wildflower - Homeowner comment	Repair dead and/or unevenly laid sod at curb stop	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	1/22/2015 10:41	ARCADIS
325		3152 Wildflower - Homeowner comment	Repair dead and/or unevenly laid sod at numerous locations on the right-of-way in front of our property	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	1/22/2015 10:46	ARCADIS
326		3152 Wildflower - Homeowner comment	Removal of well pump, along with capping and sealing of well	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	1/22/2015 13:25	ARCADIS
327		3152 Wildflower - Homeowner comment	Disconnect electrical to well pump and confirm viability of electrical household ground due to severed supply line while excavation occurred.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	1/22/2015 13:38	ARCADIS
328		1730/1740 Western	Binder course between 1730 and 1740 Western is failing - mud visible through pavement. Will need repair in spring.	(1) Unresolved	FALSE	FALSE	FALSE	FALSE	1/22/2015 14:11	ARCADIS
6	8	Western, west of Maple	North side of road, remove all stone and rock from field per Specification Section 01 74 05, Paragraph 1.4. If topsoil depth does not match the rest of field, add topsoil to match average depth within field. ARCADIS noted that this work was completed by outside contractors and should be considered resolved. LMR	(2) Awaiting Approvals	FALSE	FALSE	FALSE	FALSE	1/22/2015 13:21	Town
15	21	CTH T	Repair ditch line on the north side, including any necessary reshaping to achieve clear drainage and restoration with 6 inches of topsoil, seed, and erosion mat on any disturbed slopes greater than 4:1.	(2) Awaiting Approvals	FALSE	FALSE	FALSE	TRUE	12/9/2014 15:16	County
49	52	2818 Division	Repair rock retaining wall at south end of culvert	(2) Awaiting Approvals	FALSE	FALSE	FALSE	TRUE	11/15/2014 8:49	Town
51	52	CTH G	All disturbed ditches on the project shall be restored with 6" of topsoil, seed, and erosion mat on any slopes greater than 4:1. Erosion mat shall also be placed on any previously manicured lawn areas. All bedrock chunks greater than 4" shall be removed prior to placing the topsoil.	(2) Awaiting Approvals	FALSE	FALSE	FALSE	TRUE	12/5/2014 11:11	County
52	52	CTH G	All disturbed ditches shall also be restored with a consistent flow line maintaining positive drainage throughout the project limits. This includes steady flow through all existing and newly replaced driveway culverts and removal of silt from culvert ends as necessary to prevent ponding and negative drainage.	(2) Awaiting Approvals	FALSE	FALSE	FALSE	TRUE	11/20/2014 6:43	County
60	61	Division north of Mill	Regrade ditch on west side of Division from culvert at Mill St, north to cross culvert under Division. Provide positive drainage and match flow line of field tile from farm field.	(2) Awaiting Approvals	FALSE	FALSE	FALSE	TRUE	11/20/2014 6:44	Town
111		3207 Division	Mailbox needs to be reset to correct height	(2) Awaiting Approvals	FALSE	FALSE	FALSE	FALSE	1/8/2015 15:54	Town
117		NE corner of Division and Western	County lot has an 18" CMP with east end buried in gravel at drive to lot. Clean out.	(2) Awaiting Approvals	FALSE	FALSE	FALSE	FALSE	1/22/2015 15:56	Town
118		2090 Western	Ruts along east side of Maple in forslope of ditch Mailbox Repair Required	(2) Awaiting Approvals	FALSE	FALSE	FALSE	TRUE	11/20/2014 6:45	Town
133	49	3209 Maple - Homeowner Comment	12/5/2014 mail box straight	(2) Awaiting Approvals	FALSE	FALSE	FALSE	TRUE	12/5/2014 11:23	Town

Remaining Punch List Items
1/22/2015

ID	Sheet No.	Location	Issue Description	Issue Status	Acceptance - Village	Acceptance - Town	Acceptance - County	Acceptance - ARCADIS	Modified	Comment By
134	49	3209 Maple - Homeowner Comment	Driveway Culvert is bent - needs replacement Small dent at edge; repair required, not replacement (LMR) dent repaired 11/19 conditions similar to pre construction photo.	(2) Awaiting Approvals	FALSE	FALSE	FALSE	TRUE	11/20/2014 6:47	Town
142		1750 Western	Replace mail box post - Damaged during construction. Post was not damaged during construction per pre-construction photos - LMR	(2) Awaiting Approvals	FALSE	FALSE	FALSE	TRUE	12/2/2014 13:10	Town
280		1836 Western	Support power wiring (yellow Romex cable) to either ceiling or beam. The cable is currently unsupported. Use conduit for portion of power wiring run that is on the basement wall.	(2) Awaiting Approvals	FALSE	FALSE	FALSE	FALSE	1/22/2015 13:29	ARCADIS
281		1836 Western	Provide junction box or conduit fitting for the booster pump pressure switch wiring splice. Use approved insulated spring connectors as listed in Spec 26 05 19.	(2) Awaiting Approvals	FALSE	FALSE	FALSE	FALSE	1/22/2015 13:30	ARCADIS
282		2985 Division	Securely fasten booster pressure switch cable to wall or water piping with cable clips or cable ties as required, with a maximum spacing of 18".	(2) Awaiting Approvals	FALSE	FALSE	FALSE	FALSE	1/22/2015 13:30	ARCADIS
283		2985 Division	Secure liquidtight non-metallic conduit between junction box and low-suction pressure switch. Secure power cable prior to turn into conduit at pump controller.	(2) Awaiting Approvals	FALSE	FALSE	FALSE	FALSE	1/22/2015 13:31	ARCADIS
284		2985 Division	Install ground conductor at existing water pipe and reconnect to existing ground conductor from panelboard ground bus.	(2) Awaiting Approvals	FALSE	FALSE	FALSE	FALSE	1/22/2015 13:31	ARCADIS
289		1824 Western	Label the appropriate circuit breaker in panelboard directory with "booster pump".	(2) Awaiting Approvals	FALSE	FALSE	FALSE	FALSE	1/22/2015 13:36	ARCADIS
290		1824 Western	Provide junction box or conduit fitting for booster pressure switch wiring splice. Use approved insulated spring connectors as listed in Specification 26 05 19.	(2) Awaiting Approvals	FALSE	FALSE	FALSE	FALSE	1/22/2015 13:36	ARCADIS

PARTIAL WAIVER of LIEN

DATE: May 21, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

\$93,353.78 Check # 74826

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

Wissota Sand and Gravel

PO Box 1228

Eau Claire, WI 54702

Cynthia Walters

Title: Office Manager

Date: 5-29-14

****Please email signed lien waiver to mwotachek@ptscontractors.net**

PARTIAL WAIVER of LIEN

DATE: May 21, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

\$18,000.00 Check 74817

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

North Shore Engineering, Inc.

11433 North Port Washington Road

Mequon, WI 53092

Jeri Ludwig

Title: OFFICE MANAGER

Date: 5-28-14

****Please email signed lien waiver to mwotachek@ptscontractors.net**

PARTIAL WAIVER of LIEN

DATE: May 16, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

Pay Request #4 \$18,515.25 Check 74792

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

— **Rock Removal Resources**
— **1125 N. Military Avenue**
— **Green Bay, WI 54303**

Andrea R. Hawkins
Title: Accounting Manager
Date: 5.19.2014

****Please email signed lien waiver to mwotachek@ptscontractors.net**

C

PARTIAL WAIVER of LIEN

DATE: May 21, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,
by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,
for Village of Jackson Water Distribution System Extension

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

\$339,567.89 Ach Payment 5/22/2014

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

HD Supply Waterworks Ltd
HD Waterworks Supply

PO Box 91036

Chicago, IL 60693-1036

[Signature]
Title: Credit Mgr

Date: 5-27-14

**Please email signed lien waiver to mwotachek@ptscontractors.net

PARTIAL WAIVER of LIEN

DATE: May 21, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

\$3,391.25 Checks 74825

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

Wisconsin Testing Laboratories

W140 N5886 Lily Road

Menomonee Falls, WI 53051

Jeffrey D. Smith

Title: MEMBER

Date: 5-23-14

****Please email signed lien waiver to mwotachek@ptscontractors.net**

PARTIAL WAIVER of LIEN

DATE: May 21, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

\$149,376.31 ACH Payment 5/30/2014

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

HD Supply Waterworks Ltd.

PO Box 91036

Chicago, IL 60693-1036

BMC Conway

Credit Memo

6-4-14

Please complete
and return in the
envelope provided

**Please em

.net

Thank you

DATE: May 29, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

\$10,783.78 Check 74852

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

Payne & Dolan, Inc.
PO Box 781
Waukesha, WI 53178-0781

David Dietz
Title: David Dietz - Agent

Date: 6-2-14

**Please email signed lien waiver to mwotachek@ptscontractors.net

PARTIAL WAIVER of LIEN

C

DATE: May 21, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,
by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,
for Village of Jackson Water Distribution System Extension

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

\$106,548.71 ACH Payment 6/12/2014

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

HD Supply Waterworks Ltd.

PO Box 91036

Chicago, IL 60693-1036

BAMC Conalbra
Title: Credit Mgr

Date: 6-16-14

**Please email signed lien waiver to mwotachek@ptscontractors.net

C

PARTIAL WAIVER of LIEN

DATE: June 26, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,
by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,
for Village of Jackson Water Distribution System Extension

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

\$21,566.80 ACH Payment 6/27/2014

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

thru May 29th, 2014

HD Supply Waterworks Ltd.
PO Box 91036
Chicago, IL 60693-1036

BANK
Title: Credit Manager
Date: 7-7-2014

**Please email signed lien waiver to mwotachek@ptscontractors.net

PARTIAL WAIVER of LIEN

DATE: June 25, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

\$74,920.04 **Check # 74983**

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

Wissota Sand and Gravel

PO Box 1228

Eau Claire, WI 54702

Angela Walter

Title: Office Manager

Date: 7.7.14

****Please email signed lien waiver to mwotachek@ptscontractors.net**

PARTIAL WAIVER of LIEN

DATE: June 25, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

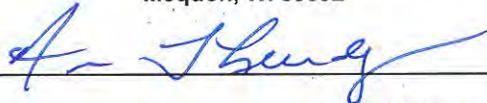
same being situated in Brown County, State of Wisconsin, described as

\$12,000.00 **Check 74970**

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

North Shore Engineering, Inc.

11433 North Port Washington Road
Mequon, WI 53092



Title: OFFICE MANAGER

Date: 7-7-14

****Please email signed lien waiver to mwotachek@ptscontractors.net**

C

PARTIAL WAIVER of LIEN

DATE: June 20, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

\$21,566.80 ACH Payment 6/27/2014

for all labor performed and for all material furnished for the erection, construction, alteration

or repair of said building and appurtenances, except,

thru May 29th, 2014

HD Supply Waterworks Ltd.

PO Box 91036

Chicago, IL 60693-1036

BANK Conahan

Title: Credit Manager

Date: 7-7-2014

**Please email signed lien waiver to mwotachek@ptscontractors.net

PARTIAL WAIVER of LIEN

DATE: June 25, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

\$2,792.25 **Check 74981**

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

Wisconsin Testing Laboratories

W140 N5886 Lily Road

Menomonee Falls, WI 53051



Title: MEMBER

Date: 7-3-14

****Please email signed lien waiver to mwotachek@ptscontractors.net**

PARTIAL WAIVER of LIEN

DATE: June 25, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

\$21,619.35 Check 74973

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

Payne & Dolan, Inc.
PO Box 781
Waukesaha, WI 53178-0781



Title: Agent / David Dietz

Date: 6-30-14

****Please email signed lien waiver to mwotachek@ptscontractors.net**

PARTIAL WAIVER of LIEN

DATE: June 25, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

\$22,142.10 Check 74976

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

Rock Removal Resources LLC
1125 N. Military Ave
Green Bay, WI 54303
Andrea R. Havunz
Title: Controller
Date: 7.1.2014

**Please email signed lien waiver to mwotachek@ptscontractors.net

PARTIAL WAIVER of LIEN

DATE: June 25, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

\$21,619.35 Check 74973

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

Payne & Dolan, Inc.

PO Box 781

Waukesha, WI 53178-0781

David Dietz
Title: Agent / David Dietz

Date: 6-30-14

**Please email signed lien waiver to mwotachek@ptscontractors.net

PARTIAL WAIVER of LIEN

DATE: July 10, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,
by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,
for Village of Jackson Water Distribution System Extension

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

\$27,050.24 ACH Payment 7/11/2014

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

HD Supply Waterworks Ltd.

PO Box 91036

Chicago, IL 60693-1036

BAMcConahan
Title: Credit Manager

Date: 7-15-14

****Please email signed lien waiver to mwotachek@ptscontractors.net**

PARTIAL WAIVER of LIEN

DATE: July 29, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

\$43,856.38 Check # 75114

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

Wissota Sand and Gravel
PO Box 1228
Eau Claire, WI 54702

Angela Waller

Title: Office Manager

Date: 8.4.14

****Please email signed lien waiver to mwotachek@ptscontractors.net**

PARTIAL WAIVER of LIEN

DATE: July 29, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

\$20,028.44 Check 75106

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

Rock Removal Resources LLC

1125 N. Military Ave
Green Bay, WI 54303

Andrea R. Havunz

Title: Controller

Date: 7-30-2014

**Please email signed lien waiver to mwotachek@ptscontractors.net

PARTIAL WAIVER of LIEN

DATE: August 8, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,
by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,
for Village of Jackson Water Distribution System Extension

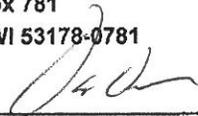
same being situated in Brown County, State of Wisconsin, described as

\$10,364.38 Check 75156

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

Payne & Dolan, Inc.

PO Box 781
Waukesaha, WI 53178-0781



Title: Agent / Dave Dietz

Date: 8-12-14

****Please email signed lien waiver to mwotachek@ptscontractors.net**

PARTIAL WAIVER of LIEN

DATE: August 8, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

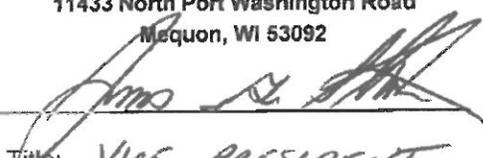
same being situated in Brown County, State of Wisconsin, described as

\$26,550.75 Check 75153

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

North Shore Engineering, Inc.

11433 North Port Washington Road
Mequon, WI 53092


Title: VICE PRESIDENT

Date: 8/11/2014

**Please email signed lien waiver to mwotachek@ptscontractors.net

PARTIAL WAIVER of LIEN

DATE: August 26, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

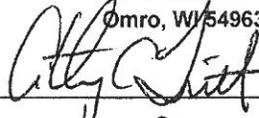
\$56,685.21 Check 75198

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

Falcon Drilling and Blasting

PO Box 508

Omro, WI 54963



Title: Vice President

Date: 9/3/14

**Please email signed lien waiver to mwotachek@ptscontractors.net

SEP 02 2014

PARTIAL WAIVER of LIEN

DATE: August 26, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

\$30,282.04 **Check # 75231**

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

Wissota Sand and Gravel

PO Box 1228

Eau Claire, WI 54702

Angela Walter

Title: Office Manager

Date: 8/28/14

****Please email signed lien waiver to mwotachek@ptscontractors.net**

PARTIAL WAIVER of LIEN

DATE: August 26, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

\$6,000.00 **Check 75209**

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

Laabs Well Drilling, Inc.

W68N913 Washington Ave.

Cedarburg, WI 53012

Robert Laabs

Title: President

Date: 8-29-14

****Please email signed lien waiver to mwotachek@ptscontractors.net**

PARTIAL WAIVER of LIEN

DATE: August 26, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

\$30,282.04 Check # 75231

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

Wissota Sand and Gravel
PO Box 1228
Eau Claire, WI 54702

Angela Walter

Title: Office Manager

Date: 8/28/14

**Please email signed lien waiver to mwotachek@ptscontractors.net

PARTIAL WAIVER of LIEN

DATE: August 26, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,
by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,
for Village of Jackson Water Distribution System Extension

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

\$104,890.50 Check 75181

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

Bore Master Inc.

PO Box 546

Pewaukee, WI 53072



Daniel B. Olson

Title: President

Date: 8-28-14

**Please email signed lien waiver to mwotachek@ptscontractors.net

PARTIAL WAIVER of LIEN

DATE: September 9, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

\$7,000.00 Check 75277

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

Laabs Well Drilling, Inc.

W68N913 Washington Ave.

Cedarburg, WI 53012

Robert Laabs

Title: President

Date: 9-13-2014

****Please email signed lien waiver to mwotachek@ptscontractors.net**

PARTIAL WAIVER of LIEN

DATE: September 24, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

1 \$26,836.00 Check 75342

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

Horsch and Miller, Inc.

PO Box 380

Slinger, WI 53086



Title: Secretary

Date: 9/30/14

****Please email signed lien waiver to mwotachek@ptscontractors.net**

PARTIAL WAIVER of LIEN

DATE: September 24, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,
by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,
for Village of Jackson Water Distribution System Extension

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

\$46,861.31 ACH Payment 9/24/2014

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

HD Supply Waterworks Ltd.
PO Box 91036
Chicago, IL 60693-1036

BAMC Conahan
Title: Credit Mgr
Date: 9-30-14

**Please email signed lien waiver to mwotachek@ptscontractors.net

PARTIAL WAIVER of LIEN

DATE: September 24, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,
by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,
for Village of Jackson Water Distribution System Extension

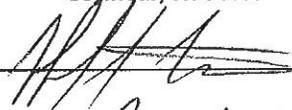
same being situated in Brown County, State of Wisconsin, described as

\$104,226.98 Check 75334

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

Elexco, Inc.

423 E. Bronson Road
Seymour, WI 54165


Title: President

Date: 9-26-14

**Please email signed lien waiver to mwotachek@ptscontractors.net

SEP 27 2014

PARTIAL WAIVER of LIEN

DATE: September 24, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

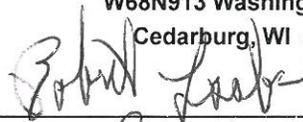
\$7,000.00 **Check 75345**

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

Laabs Well Drilling, Inc.

W68N913 Washington Ave.

Cedarburg, WI 53012



Title: _____

Date: _____

Laabs

9-26-2014

****Please email signed lien waiver to mwotachek@ptscontractors.net**

PARTIAL WAIVER of LIEN

DATE: October 24, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

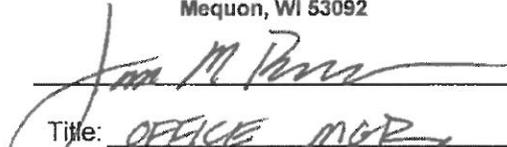
\$500.00 **Check 75483**

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

North Shore Engineering, Inc.

11433 North Port Washington Road

Mequon, WI 53092


Title: OFFICE MGR.
Date: 10/31/14

****Please email signed lien waiver to mwotachek@ptscontractors.net**

PARTIAL WAIVER of LIEN

DATE: October 24, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

\$8,750.00 Check 75476

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

Laabs Well Drilling, Inc.
W68N913 Washington Ave.
Cedarburg, WI 53012

Robert Laabs

Title: Owner

Date: 10-27-14

**Please email signed lien waiver to mwotachek@ptscontractors.net

OCT 29 2014

PARTIAL WAIVER of LIEN

DATE: October 24, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

\$19,291.07 Check 75472

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

Horsch and Miller, Inc.
PO Box 380
Slinger, WI 53086

Julie A. Brault
Title: Secretary
Date: 10/28/14

**Please email signed lien waiver to mwotachek@ptscontractors.net

PARTIAL WAIVER of LIEN

DATE: November 19, 2014

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

for West Shore Pipe Line Company and Buckeye Pipe Line Co., L.P. owner,

by PTS Contractors, Inc. 4075 Eaton Road, GB, WI 54311 contractor,

for Village of Jackson Water Distribution System Extension

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

\$11,212.50 Check 75585

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

Laabs Well Drilling, Inc.
W68N913 Washington Ave.
Cedarburg, WI 53012

Robert Laabs

Title: President

Date: 11-24-2014

****Please email signed lien waiver to mwotachek@ptscontractors.net**

DEVELOPMENT AGREEMENT

(Village of Jackson – Water Distribution System Extension)

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made as of the 13th day of March, 2014, by and between THE VILLAGE OF JACKSON, a municipal corporation of the State of Wisconsin (the “Village”) and WEST SHORE PIPE LINE COMPANY, a foreign corporation registered to transact business in the State of Wisconsin and BUCKEYE PIPE LINE COMPANY, L.P., a foreign limited partnership registered to transact business in the State of Wisconsin, jointly and severally (together, the “Developer”).

RECITALS:

WHEREAS, Developer has agreed to construct a water distribution system extension (the “Project”) in, over, under or on certain parcels of real property generally described and/or depicted on Exhibit A attached hereto (collectively, the “Properties”) located partially in the Village but primarily in the Town of Jackson, Wisconsin, and the Village has agreed to take certain actions in connection therewith, including, without limitation, the acquisition and acceptance by the Village of the Project upon completion by the Developer; and

WHEREAS, the Village and the Town of Jackson (the “Town”) have or will enter into that certain agreement dated March 13, 2014 (the “Service Agreement”) whereby the Village agrees to provide Village municipal water service to the Properties upon completion and acceptance of the Project by the Village; and

WHEREAS, the Village via Resolution No. 14-01 adopted March 11, 2014 authorized its proper officers to execute this Agreement.

NOW, THEREFORE, the Village and the Developer, in consideration of the premises and the mutual promises and undertakings contained herein, agree as follows:

ARTICLE I. DEFINITIONS AND RULES OF CONSTRUCTION

1.1 **Definitions.** In addition to the words and terms elsewhere defined in this Agreement, the following words and terms when used in this Agreement shall have the following meanings:

“Construction Agreement” means that certain construction agreement to be entered into between Developer and the Contractor for construction of the Project.

“Contractor” means PTS Contractors, Inc., which will construct the Project under the terms of the Construction Agreement.

“Design Agreement” means, collectively, those certain Service/Construction Contract Order Nos. C1-118366, C1-119607, C1-124475 and C1-124476, as the same may be amended or supplemented from time to time, between Developer and Engineer for all design and engineering services required for the Project.

“Engineer” means ARCADIS U.S., Inc., which will design the Project and perform other services for the Project under the terms of the Design Agreement.

“Environmental Laws” means all federal, state, and local laws including statutes, regulations, ordinances, codes, rules, and other governmental restrictions and requirements, including, without limitation, the Wisconsin Environmental Policy Act, relating to the discharge of air pollutants, water pollutants, or process waste water, or otherwise relating to the environment or hazardous substances, including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility Cleanup Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, and regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect during the construction of the Project.

“Laws” means all federal, state and local laws, codes, ordinances, and regulations applicable to the design, construction or use of the Project or otherwise.

“LWSA” means the specific properties that are listed on Exhibit A to this Agreement

“Project” as defined in the Recitals.

“Project Schedule” means a schedule for the construction of the Project to be provided by the Developer to the Village prior to the commencement of construction of the Project by Developer, which Project Schedule may be amended by Developer from time to time.

“Plans and Specifications” as defined in Section 2.1C below.

“Punch List” as defined in Section 9.1A below.

“Punch List Items” as defined in Section 9.1A below.

“Reimbursement Agreement” means that certain Reimbursement Agreement dated March 13, 2014 between Developer and the Village.

“Substantial Completion” as defined in Section 9.1A below.

“Village Authorized Representative” as defined in Section 3.1A below.

1.2 Rules of Interpretation. Unless the context clearly indicates to the contrary, the following rules shall apply to the interpretation of this Agreement.

A. Words importing the singular number shall include the plural number and vice versa.

B. The captions and headings herein are solely for convenience of reference only and shall not constitute a part of this Agreement nor shall they affect its meaning, construction, or effect.

C. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neutral genders, and words of the neutral gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

D. This Agreement and the Service Agreement are intended to supplement and complement each other and shall, where possible, be thus interpreted.

E. If a court determines that any provision of this Agreement is ambiguous, then the interpretation of such provisions shall, to the extent possible, be reasonably construed in favor of the Village.

ARTICLE II. DEVELOPER OBLIGATIONS

2.1 During the term of this Agreement, Developer agrees to:

A. Use commercially reasonable and diligent efforts to acquire all easements, leases, licenses, permits, access agreements or other authorizations or occupancy agreements (collectively, the “Easements”) in, over, under or on the Properties reasonably necessary for the construction, use, operation and maintenance of the Project.

B. Negotiate and enter into the Design Agreement and the Construction Agreement.

C. Undertake and construct the Project in a manner consistent with the final plans and specifications for the Project described in detail on Exhibit B attached hereto (as modified or supplemented pursuant to the terms and provisions hereof, the “Plans and Specifications”), and in accordance with all Laws. Within the warranty period set forth in Section 10.1, Developer shall, at its sole cost and expense, correct any Project work that fails to conform to the requirements of all Laws and shall be liable during such warranty period for any damages caused by work that fails to comply with all Laws.

D. Obtain, or cause the Contractor to obtain, all necessary state and local permits, licenses, variances and approvals required to construct the Project.

E. Comply with the terms and provisions of this Agreement and all Laws. In addition, Developer shall be solely responsible for conducting operations under this Agreement to avoid risk of harm to the health and safety of persons and property and for inspecting and monitoring all its Contractors’ equipment, materials and work practices to ensure compliance with its obligations.

F. As development of the Project continues, submit to the Village copies of any changes, additions, and/or refinements to the Plans and Specifications, provided however that changes, additions and/or refinements to the Plans and Specifications shall only be made in accordance with Article VI hereof.

G. Provide the Village with written notice of any material default which occurs under the terms of the Design Agreement or the Construction Agreement of which Developer receives written notice.

H. Provide payment, on behalf of those Town property owners within the LWSA who connect to the Project, of the Jackson Water Utility District water impact fees in the amount set forth in Exhibit D to this Agreement, provided that the owner(s) of such properties notify the Town within 45 days of the date of the Service Agreement that they desire to connect to the Project.

I. Provide payment for the reasonable costs incurred by the Village and/or the Jackson Water Utility in installing water meters for those Town property owners within the LWSA who connect to the Project, provided that the owner(s) of such properties notify the Town within 45 days of the date of the Service Agreement that they desire to connect to the Project (“Timely Electing Properties”). Developer acknowledges that the Jackson Water Utility is planning the installation of the Sensus FlexNet Advanced Metering Infrastructure System (“AMI System”), and Developer will reimburse the Water Utility for the reasonable costs incurred by the Water Utility in purchasing and installing the AMI System, provided that the total of such costs subject to reimbursement, together with all costs associated with installing water meters pursuant to this Section, shall not exceed \$91,675.

J. Provide the Jackson Water Utility a mobile hydrant automatic flushing system (Hydro-Guard model HG-6 Hydrant Automatic Flushing System or similar) at an estimated cost of approximately \$3,110.

**ARTICLE III.
AUTHORIZED REPRESENTATIVE; INSPECTIONS, AND CONSTRUCTION
DOCUMENTS**

3.1 A. For purposes of this Agreement, the Village’s authorized representative shall be Brian W. Kober, Director of Public Works and Village Engineer (the “Village Authorized Representative”). The Village may change the Village Authorized Representative by providing the Developer with five (5) business day’s prior written notice identifying the new Village Authorized Representative.

B. Developer shall cause the Engineer to perform all inspection and testing required and verify that the Project is constructed according to the Plans and Specifications and in accordance with all Laws.

C. The Village and Village Authorized Representative have reviewed and approved the Plans and Specifications for the Project. Notwithstanding this review and approval, Developer remains responsible to undertake and construct the Project in a manner consistent with the Plans and Specifications, and in accordance with all Laws.

D. Village personnel, agents and the Village Authorized Representative may make periodic inspections of the Project. The Village assumes no obligation to Developer for the sufficiency or adequacy of such inspections, it being acknowledged that such inspections are made for the sole and separate benefit of the Village. The fact that the Village may make such inspections shall in no way relieve Developer from its duty to independently ascertain that the

construction of the Project is being completed in accordance with the Plans and Specifications and Laws.

E. Developer shall provide or cause the Contractor or Engineer to provide the Village Authorized Representative with copies of the following as they are finalized:

1. Construction ready Plans and Specifications for the Project and the construction schedule for the Project, and any addenda, construction bulletins, or other subsequent revisions thereto (subject to the Village's right to approve the same as set forth herein).

2. Monthly construction progress reports as to compliance with the Project Schedule and the minutes of each bi-monthly construction progress meeting.

3. Inspection reports and test results prepared by any independent testing agency engaged by Developer which relate to the Project.

4. Any written field reports prepared by the Contractor, Engineer and consulting engineers following their site visits and inspections, which relate to the Project.

5. All Punch List Items relating to the Project.

6. Operation and maintenance manuals and warranty documents for all systems and equipment related to the Project.

7. Such additional documents relating to the Project as reasonably requested by the Village Authorized Representative.

F. Except as provided, below, Developer shall require the Engineer to arrange for bi-weekly construction progress meetings and shall require that the Contractor and its major subcontractors and consultants, respectively, attend such meetings. Developer shall notify or cause the Engineer to notify the Village Authorized Representative of each meeting and the Village Authorized Representative shall be permitted to attend all such meetings. The Village Authorized Representative reserves the right to require more frequent construction progress meetings if the circumstances reasonably require more frequent meetings. The Developer shall cooperate in the arrangements for more frequent meetings.

G. In the event the Village Authorized Representative reasonably determines that Developer or its Contractor, contractor(s) or subcontractor(s) are not constructing the Project substantially in accordance with the Plans and Specifications, he or she may give written notice to Developer of such noncompliance. As soon as reasonably possible after receipt of the written notice, Developer shall, at its sole cost, commence corrective measures to remedy such noncompliance. Notwithstanding the foregoing, neither the Village nor the Village Authorized Representative shall have, or incur, any obligation or liability relating to the Developer's obligation to construction of the Project in strict accordance with the terms of this Agreement.

H. Developer shall furnish water samples as reasonably requested by the Village Authorized Representative and shall provide reasonable assistance and cooperation

necessary to permit tests to be performed on materials or work in place including reasonable stoppage of work during testing.

I. All utility construction shall be inspected and tested by the Village Authorized Representative or a consultant retained by him to assure that it complied with all construction and improvement requirements of the Village. Before any sureties are released to the Developer, the Village Authorized Representative shall report the satisfactory completion and recommend acceptance of all improvements to the Board of Public Works and Village Board. The Developer shall pay the cost of such inspections subject to the terms and limitations of the Reimbursement Agreement.

ARTICLE IV. ACCEPTANCE OF PROJECT IMPROVEMENTS

4.1 The Village shall acquire and accept the Project upon Substantial Completion in accordance with the Plans and Specifications and in compliance with all applicable Laws and satisfaction of the following conditions:

A. Affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the Project have been paid in full.

B. The Village has received evidence reasonably satisfactory to it that no construction liens encumber the Project.

C. After Substantial Completion and prior to acceptance of the Project, the Developer shall prepare and present as-built documents in reproducible medium and supplied an AutoCAD compatible file, supplied on a CD.

D. Any water main portions of the Project shall not be accepted until a bacteriologically safe sample and satisfactory pressure test results are obtained by the Village. The Jackson Water Utility will flush the main and obtain samples required for this testing, followed by the Engineer or Contractor pressure testing the water system. All reasonable costs associated with testing of the water system shall be the responsibility of the Developer. Upon completion of the water mains and service laterals and acceptance of the Project by the Village of Jackson Water Utility, ownership and control of the Project shall be conveyed to the Village by bill of sale and Easements required for the use, operation and maintenance of the Project shall be transferred to the Village by assignment or other applicable instrument. Without limitation by specific enumeration of the foregoing, the Developer shall execute all other documents reasonably required by the Village to consummate the dedication of the Project to the Village or the Village of Jackson Water Utility.

ARTICLE V. CONDITIONS PRECEDENT

5.1 In the event that (i) the Service Agreement, in a form reasonably satisfactory to Developer, is not entered into between the Town and Village on or before April 13, 2014, or (ii) Developer has not acquired all Easements necessary for the Project on or before September 13,

2014, or (iii) Developer has not obtained all permits and approvals necessary for the Project, including without limitation, any governmental approvals from the Wisconsin Department of Natural Resources (“WDNR”), the Wisconsin Public Service Commission (“WPSC”), the Village, the Town and the County of Washington (the “County”), on or before September 13, 2014, then Developer shall have the option, in Developer’s sole discretion, to terminate this Agreement at any time thereafter upon written notice to the Village, and neither party will have any further rights or obligations hereunder, except as may expressly survive such termination and except as set forth in the Reimbursement Agreement.

5.2 In addition to the conditions precedent described in Section 5.1, above, the Developer is responsible for the payment to the Village of the water impact fees required by the Village Code of Ordinances in effect at the time of the execution of this Agreement applicable to the Properties that are actually connected to and served by the Village water system, provided that the owner(s) of such properties notify the Town within 45 days of the date of the Service Agreement that they desire to connect to the Project. A schedule of the estimated water impact fees is attached hereto as Exhibit D.

ARTICLE VI. CHANGES

6.1 No material changes shall be made to the Plans and Specifications without the written approval of the Village, not to be unreasonably withheld, conditioned or delayed. All changes to the Plans and Specifications shall occur by written change orders or construction change directives with fully-executed copies thereof provided to the Village’s Authorized Representative.

6.2 Notwithstanding the foregoing, Developer may make minor changes to the Plans and Specifications without the consent or approval of the Village to the extent (a) required by Laws or (b) required by governmental authorities or agencies, or (c) as otherwise necessary to obtain any and all building permits or other governmental approvals, licenses, permits or consents. Developer may also make “Field Decision Changes” (as such term is hereinafter defined) without the consent or approval of the Village. “Field Decision Changes” shall mean changes that are so minor as to have no material effect on the design, quality or utility of the Project. The Village shall be informed, in writing, of any such changes as soon as reasonably practicable thereafter.

6.3 With respect to changes requiring the approval of the Village, the Village’s Authorized Representative shall grant or deny such approval, in writing within five (5) business days of receiving written request for the change from Developer. If written approval or denial are not given within such five (5) business day period, the change request shall be deemed approved.

ARTICLE VII. INSURANCE

7.1 A. The Developer shall bear the risk of loss or damage to the Project prior to the date of the Village acquiring and accepting the Project improvements.

B. The Developer shall purchase and maintain or cause the Contractor and its subcontractors to purchase and maintain insurance upon the Project with terms and coverages equal to or better than those shown on Exhibit C attached hereto. Developer shall provide to the Village copies of endorsements to the insurance policies required herein, which endorsements shall provide evidence of the coverage(s) required herein. Each such endorsement shall provide, among other things, that the Village is an additional named insured on all such policies and that the Village shall receive not less than 30-day advance notice of any cancellation of coverage. No work shall be commenced in connection with the Project until the required insurance coverages are in place.

C. To the extent authorized by Laws, the Village and the Developer hereby mutually waive any right to recover against each other for any loss or damage due to any risk covered by insurance as set forth in this Article VII. Said insurance policy or policies shall provide for a waiver of rights of subrogation against the Village and the Developer.

ARTICLE VIII. TIME OF COMPLETION

8.1 The Project shall be Substantially Completed by the Developer in accordance with the Project Schedule, subject to force majeure.

ARTICLE IX. SUBSTANTIAL COMPLETION

9.1 A. The "Date of Substantial Completion" shall be the date upon which the Developer delivers to the Village a certificate of substantial completion for the Project by the Engineer. Within five (5) business days after the request of Developer, which request may be made at any time within twenty (20) days after the Date of Substantial Completion, the Village's Authorized Representative shall meet with the Developer or its representative to inspect the Project so Village's Authorized Representative may prepare the punch list (the "Punch List") describing any defects and/or deficiencies in the Project, including any incomplete items (collectively, the "Punch List Items"), and the estimated time necessary to correct said defects, deficiencies and incomplete items. Developer shall cause the Contractor to complete or correct the Punch List Items within thirty (30) days after the development of the Punch List; provided; however, that those items that cannot reasonably be completed or corrected within such thirty (30) day period shall be completed by the Contractor as soon as reasonably possible thereafter. At such time as Developer determines that the Punch List Items have been completed or corrected, then Developer may request another walk through, and within five (5) business days after that request, the Village's Authorized Representative and the Developer's representative shall walk through the Project to confirm that all of the Punch List Items have been completed or corrected. If all of the Punch List Items have been so completed or corrected, then the Contractor shall so stipulate in writing to the Village and the Village's Authorized Representative shall confirm such completion or correction in writing to the Developer.

B. Developer shall keep the Project free of mechanics or materialmen's liens. Any filed mechanics or materialmen's liens (unless bonded against or insured over) which are a lien against the Project at the time of acceptance, shall be satisfied or released of record by the Developer at or before acceptance and if the Developer fails to do so, then the Village may pay

any such delinquent filed mechanics or materialmen's liens which are a lien against Project. Notwithstanding the foregoing, Developer shall have the right to contest any such mechanics or material liens and any such notices of violations so long as Developer is proceeding in good faith and with reasonable diligence and the Project is not at risk of imminent foreclosure as the result of such dispute, and provided further, that upon final determination of any such contest, Developer complies with any such final determination.

ARTICLE X. WARRANTIES

10.1 Developer covenants and warrants for a period of one (1) year after Substantial Completion that it will cause the Project to be constructed in a good and workmanlike manner, in accordance with all applicable Laws and with the Plans and Specifications for the Project, and, prior to acceptance by the Village, will promptly correct any defects, structural or otherwise, in construction or deviations from the Plans and Specifications. Developer covenants that construction of the Project shall be completed free of all construction liens except for those liens and encumbrances permitted by this Agreement, if any.

10.2 Developer shall cause all guaranties and warranties obtained from or by the Contractor and its subcontractors and suppliers, or Developer or any other party in connection with the Project to run to the benefit of the Village as a third party beneficiary so that such guaranties and warranties shall be fully enforceable by the Village as a third party beneficiary against the Contractor and said contractors. Notwithstanding the foregoing, Developer shall, and shall cause the Contractor to agree to, assist the Village in obtaining the benefits of all such guaranties and warranties.

10.3 To the extent assignable, Developer shall assign its right, title and interest pursuant to and under the Design Agreement and pursuant to and under the Construction Agreement as such agreements relate to the Project, to the Village upon the Date of Substantial Completion. Regardless whether the Design Agreement is assignable, Village may make and retain copies of the Design Agreement and all other Project documents for information and reference in connection with the use of the Project by the Village. Furthermore, Engineer grants Village a license to use the Design Agreement and the Project plans and specifications in connection with the service area of the Project, provided, however, such license to Village shall not create any rights in third parties. Upon completion of the Project, or upon request of the Village, Developer shall deliver over to the Village Authorized Representative tangible and electronic copies of all Project plans and specifications.

10.4 The Developer shall require that the Contractor make the following representations and warranties to the Village:

A. The Contractor will complete the construction of the Project in accordance with the Plans and Specifications, the Schedule and all Laws.

B. The Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the construction of the Project and satisfy its obligations under the Construction Agreement;

C. The Contractor is authorized to do business in the State of Wisconsin and is properly licensed by all necessary governmental and quasi-governmental authorities having jurisdiction over the Contractor or the Project;

D. The Contractor's execution of the Construction Agreement and the construction of the Project are within the Contractor's duly authorized powers;

E. The Contractor's authorized representative has visited the Project site and is familiar with the conditions under which the construction of the Project is to be performed and has determined that, to the authorized representative's knowledge, based on visual inspection of the site and review of the Construction Agreement and such information as the Contractor has been provided, including without limitation the Plans and Specifications, that the construction of the Project can and will be constructed by the deadlines set forth in this Agreement through ordinary construction means and techniques;

F. The Contractor possesses a high level of experience and expertise in projects of the size, complexity and nature of the Project; and

G. The Contractor is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to perform its obligations hereunder.

10.5 Except as expressly provided in this Agreement, Developer shall have no further liability or responsibility with respect to the Project following acceptance by the Village.

ARTICLE XI. CONFLICT OF INTEREST

11.1 No member, officer or employee of the Village during his/her tenure has had or will have any interest, direct or indirect, in this Agreement or the Project.

ARTICLE XII. PUBLIC BIDDING, PREVAILING WAGE AND OTHER PUBLIC CONSTRUCTION REQUIREMENTS

12.1 The Village acknowledges that the Project is not subject to the public bidding requirements of Section 66.1333(5)(a)2. and Section 66.0901 of the Wisconsin Statutes, the prevailing wage rate and other provisions of Section 66.0903 of the Wisconsin Statutes, the substance abuse prevention provisions of Section 103.503 of the Wisconsin Statutes, or the payment and performance bond provisions of Section 779.14 of the Wisconsin Statutes. Notwithstanding this acknowledgment, the parties agree that the Developer and the Developer's Contractor shall comply with all Laws. The Developer shall hold harmless, indemnify and defend the Village and all of its elected officials, employees and agents against any claims asserted by third parties pursuant to the above-referenced statutory provisions.

ARTICLE XIII. VILLAGE COVENANTS, REPRESENTATIONS AND WARRANTIES

13.1 The Village covenants and agrees not to specially assess any of the properties serviced by the Project for any costs associated with the initial installation or construction of the

Project, unless for whatever reason the Village is required to pay any costs associated with the initial installation or construction of the Project that are the responsibility of Developer under this Agreement.

13.2 The Village covenants and agrees that the Village, through the Village of Jackson Water Utility, shall be required to provide water service to the properties serviced by the Project, pursuant to the Service Agreement.

13.3 The Village represents and warrants that no cost recovery payments, impact fees or other connection fees will be due to any prior developer or other third party in connection with the acceptance of the Project by the Village.

13.4 The Village represents and warrants that this Agreement does not conflict with any applicable Village ordinances, resolutions, rules or regulations.

**ARTICLE XIV.
NO JOINT VENTURE**

14.1 It is expressly understood and agreed that nothing in this Agreement shall be deemed to place the Village in the relationship of partner or joint venture with Developer.

**ARTICLE XV.
ASSIGNMENT**

15.1 No party to this Agreement may assign any of its interest herein or obligations hereunder, without the prior written consent of all other parties hereto.

**ARTICLE XVI.
NOTICES**

16.1 Any written notice, demand, correspondence or request in connection with this Agreement shall be sent to the following addresses via certified mail, FedEx or UPS:

If to the Village:
Village of Jackson
N168 W20733 Main St.
P.O. Box 637
Jackson, WI 53037
Attn: John M. Walther, Village Administrator

With a copy to:
Edgerton, St. Peter, Petak & Rosenfeldt
10 Forest Avenue
P.O. Box 1276
Fond du Lac, WI 54936-1276
Attn: John A. St. Peter

If to Developer:

c/o Buckeye Partners, L.P.
Five TEK Park
9999 Hamilton Boulevard
Breinigsville, PA 18031
Attn: Todd J. Russo
Vice President, General Counsel and Secretary

With a copy to:

Foley & Lardner LLP
777 E. Wisconsin Avenue
Milwaukee, WI 53202
Attn: Michael D. Flanagan

**ARTICLE XVII.
DEFAULT**

17.1 If any one or more of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default” under and for purposes of this Agreement:

A. Any party shall default in the performance or observance of any of the covenants, agreements, or conditions on the part of such party set forth in this Agreement and not otherwise the subject of a separate provision of this Agreement, and the continuance thereof for thirty (30) days following receipt and written notice from another party specifying such default and requesting that it be corrected, provided that if such default cannot reasonably be cured within such 30-day period, then a party shall not be in default hereunder so long as said party promptly commences and diligently pursues remedying such default;

B. Any party shall:

1. Become insolvent; or
 2. Be unable, or admit in writing its inability, to pay its debts as they become due; or
 3. Make a general assignment for the benefit of creditors or to an agent authorized to dissolve a substantial amount of its property; or
 4. Become subject (either voluntarily or involuntarily) to an order for relief within the meaning of the bankruptcy code, and in the case of an involuntary action, such order is not vacated within 60 days after entry; or
 5. File a petition to effect a plan or other arrangement with creditors;
- or
6. File an answer to a creditor’s petition, admitting the material allegations thereof, for dissolution, reorganization, or to effect a plan or other arrangements with creditors; or

7. Apply to a court for the appointment of a receiver for any of its assets; or
8. Have a receiver appointed for any of its assets (with or without consent) and such receiver shall not be discharged within sixty (60) days after appointment; or
9. Otherwise become the subject of any federal or state bankruptcy or insolvency proceedings.

C. The Developer shall abandon the construction of the Project for a period of one hundred eighty (180) consecutive days.

ARTICLE XVIII. REMEDIES

18.1 Upon the occurrence of any Event of Default by Developer, the Village may, at its option, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any others:

1. The Village may pursue any or all of the rights and remedies available to the Village at law and/or in equity against Developer and/or the Project; and/or
2. The Village may (i) enter into possession of the Project; (ii) perform or cause to be performed any and all work and labor necessary to complete the Project in accordance with the Plans and Specifications; (iii) do anything in its reasonable judgment to fulfill the obligations of Developer hereunder with respect to the Project, including either the right to avail itself of and procure performance of existing contracts or let any contracts with the same contractors or others; (iv) make changes in the Plans and Specifications which shall be necessary to complete the Project; and (v) if necessary, retain or employ new contractors, architects and inspectors.

Upon the occurrence of any Event of Default by the Village, the Developer may, at its option, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any others:

3. The Developer may pursue any or all of the rights and remedies available to the Developer at law and/or in equity against the Village; and/or
4. The Developer may terminate this Agreement upon written notice to the Village.

**ARTICLE XIX.
CROSS-DEFAULT**

19.1 The Village agrees that the occurrence of any Village default under the Service Agreement, at the option of the Developer, shall constitute a default under this Agreement, thereby entitling the Developer to exercise any of the various remedies herein provided. Developer shall be a third-party beneficiary of the Town's rights under the Service Agreement.

**ARTICLE XX.
ENVIRONMENTAL MATTERS**

20.1 Developer covenants and agrees to comply with all Environmental Laws applicable to Developer's construction activities related to the Project. Developer covenants and agrees to indemnify and hold the Village harmless from and against any and all losses, liabilities, damages, costs, expenses (including reasonable legal, consulting, and engineering fees), and awards of every type and nature arising from any third party claims or causes of action for any violations or alleged violations of Environmental Laws caused by Developer in connection with Developer's construction of the Project.

**ARTICLE XXI.
INDEMNIFICATION**

21.1 In addition to and without limiting or being limited by any other indemnity in this Agreement, but rather in confirmation and furtherance thereof, Developer hereby indemnifies, defends and holds the Village and all of its elected officials, officers, directors, members, supervisors, agents, employees, attorneys, consultants, insurers, successors and assigns (collectively, the "Indemnitees") harmless from and against all loss, liability, damage and expense, including reasonable attorneys' fees, suffered or incurred by any Indemnitee arising out of the failure of the Developer to comply with the provisions of this Agreement.

**ARTICLE XXII.
MISCELLANEOUS**

22.1 A. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be amended or modified only as expressly provided in a writing signed by all of the parties.

B. No party shall be entitled to or have the right to claim to be a third party beneficiary hereunder or otherwise be entitled to enforce or seek the benefit of any of the terms or provisions hereof.

C. The failure by any party to enforce any provision of this Agreement in any particular circumstance shall not be construed as a waiver of such provision in any other circumstance and such provision shall continue in full force and effect as to all such other circumstances.

D. The various exhibits appended to this Agreement and the opening recitals herein are incorporated herein and for all purposes are a part of this Agreement.

E. If any part of this Agreement shall be found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provisions hereof which can be given effect in the absence of the parts determined to be invalid or unenforceable.

F. All matters relating to the making, enforcement, and performance of this Agreement shall be governed by the internal laws of the State of Wisconsin.

G. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement. A facsimile or digital signature shall constitute the same as an original signature.

H. Under no circumstances shall any officer, director, commissioner, member, agent, elected official or employee of the Village or the Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

I. The term "Municipal Defenses" shall mean any provision of Wis. Stat. § 893.80 (as amended or renumbered from time to time), or any other governmental immunity, loss limitations, or other legal defense that may apply or be available to municipal public utilities, municipal service corporations, municipalities, or other political subdivisions. Village covenants and agrees, for and on behalf of Village and the Village of Jackson Water Utility, to and for the benefit of the Developer, that the Village and its agencies (including the Village of Jackson Water Utility) and officers ("Village Parties") shall not, with respect to any claim brought by Developer or any affiliate of Developer, for specific performance of this Agreement or the Service Agreement, assert any Municipal Defenses to limit any obligation of any Village Party under this Agreement or the Service Agreement. Village acknowledges that the notice delivery requirements set forth in Article XVI shall be sufficient for purposes of any notice that may be required under Wis. Stat. § 893.80 (as amended or renumbered from time to time). Except as set forth above, the Village reserves all statutory and common law Municipal Defenses.

ARTICLE XXIII. FORCE MAJEURE

23.1 If any party is delayed or prevented from the performance of any requirement of this Agreement by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, judicial orders, public emergency or regulations, action or inaction by the Town, WDNR, County or WPSC, or other causes beyond the reasonable control of the party obligated to perform, then performance of such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay.

ARTICLE XXIV. DISPUTE RESOLUTION

24.1 Except as specifically provided otherwise in this Agreement, any controversy or claim arising out of or relating to this Agreement, including any alleged breach, shall first be submitted to mediation under the Construction Industry Mediation Procedures of the American

Arbitration Association. The parties agree that the laws of the State of Wisconsin, without reference to conflict of law provisions, shall govern the interpretation of this Agreement, that the exclusive venue for litigation of any claim arising under this Agreement shall be the Wisconsin Circuit Court for Washington County, that any trial in such litigation shall be to the court, and the parties hereby waive any right to a trial by jury that they may otherwise have in connection with any such litigation.

SIGNATURE PAGE FOLLOWS THIS PAGE.

IN WITNESS WHEREOF, the parties hereto have each caused this Development Agreement to be executed and delivered by its duly authorized officers as of the day and year first set forth above.

VILLAGE:

THE VILLAGE OF JACKSON

By: Wendy A. Kannerberg
Name: Wendy A. Kannerberg
Title: Village President

By: Deanna R. Baldrey
Name: Deanna L. Baldrey
Title: Village Clerk

The Village Attorney has approved the foregoing Agreement as to form and Village Board authorization this 13 day of March, 2014.

By: John A. St. Peter
Name: John A. St. Peter
Title: Village Attorney

DEVELOPER:

WEST SHORE PIPE LINE COMPANY

By: _____
Name: _____
Title: _____

BUCKEYE PIPE LINE COMPANY, L.P.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have each caused this Development Agreement to be executed and delivered by its duly authorized officers as of the day and year first set forth above.

VILLAGE:

THE VILLAGE OF JACKSON

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

The Village Attorney has approved the foregoing Agreement as to form and Village Board authorization this ___ day of _____, 2014.

By: _____

Name: John A. St. Peter

Title: Village Attorney

DEVELOPER:

WEST SHORE PIPE LINE COMPANY

By: Dan Owsby

Name: Dan Owsby

Title: President

BUCKEYE PIPE LINE COMPANY, L.P.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have each caused this Development Agreement to be executed and delivered by its duly authorized officers as of the day and year first set forth above.

VILLAGE:

THE VILLAGE OF JACKSON

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

The Village Attorney has approved the foregoing Agreement as to form and Village Board authorization this ___ day of _____, 2014.

By: _____
Name: John A. St. Peter
Title: Village Attorney

DEVELOPER:

WEST SHORE PIPE LINE COMPANY

By: _____
Name: _____
Title: _____

BUCKEYE PIPE LINE COMPANY, L.P.

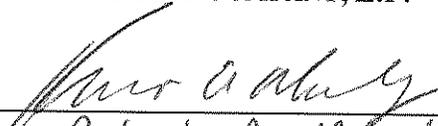
By:  _____
Name: Robert A. Matceky
Title: SVP, President Pipelines and Terminals

EXHIBIT A

Description and/or Depiction of the Properties

Attached are (1) a map generally depicting the location of the Properties, and (2) a list containing the Eligible Property within the LWSA as defined in the Service Agreement.

Town of Jackson Special Casing & Water Service Area Jackson, Wisconsin

EXHIBIT A

PORTIONS OF SECTIONS 21, 27, 28, 29, 32, 33 & 34, T18N, R20W

1/27/2014



SCALE: 1" = 500'

LEGEND

- SPECIAL CASING AREA
- RECOMMENDED SERVICE AREA
- RECOMMENDED WATER MAIN
- PARCELS
- SECTION
- QUARTER SECTION
- ELIGIBLE PARCEL
- APPROX. LOCATION
- HOUSE & GARAGE

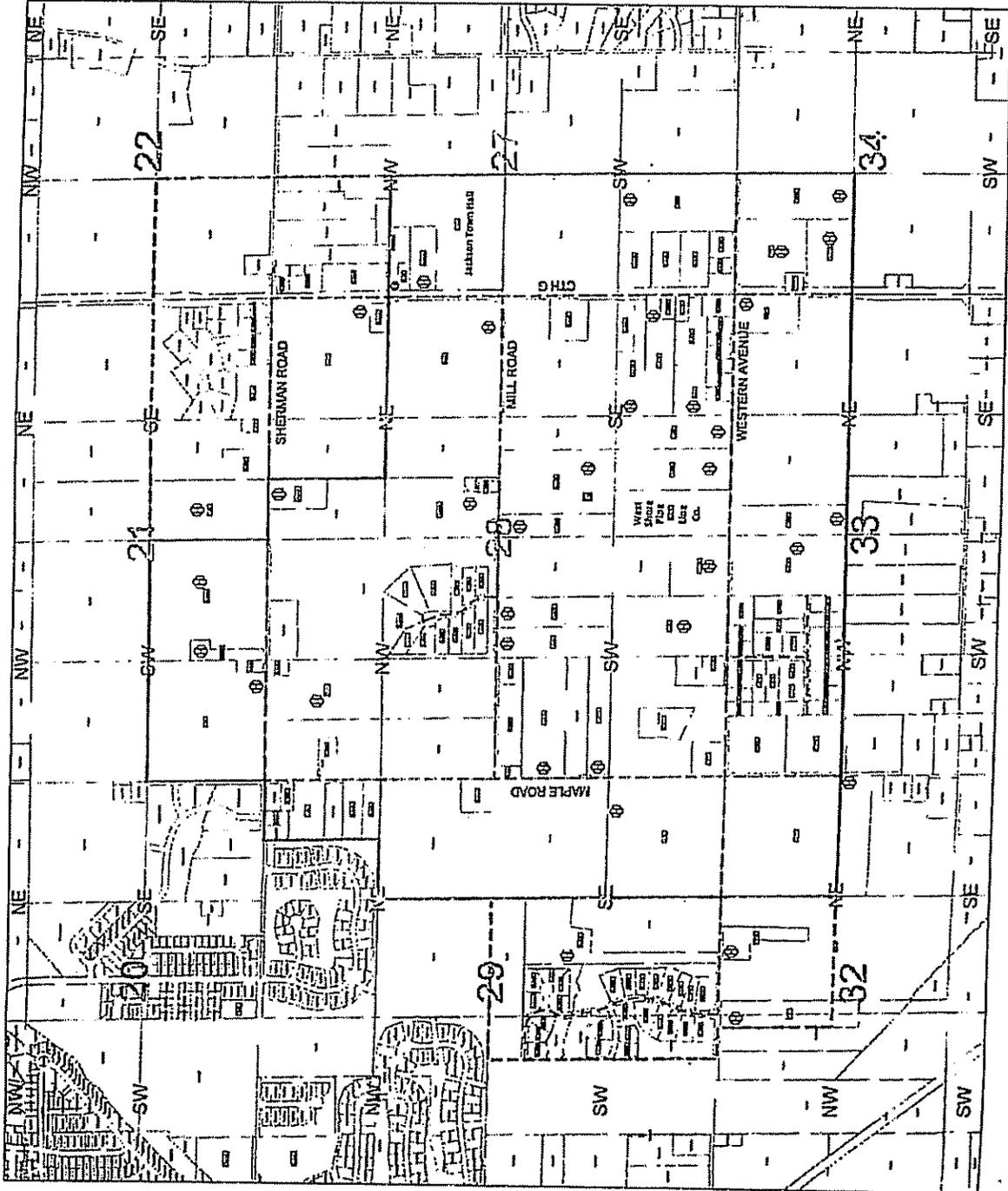


EXHIBIT A
Proposed Town of Jackson Properties for
Water Distribution System Extension

I.D.	Tax Key	House No.	Street	Owner	Type	Acres	Sudivision	Along Route
T7-0767015		2418	CROSSWIND CIR	PHILIP J IV&AMY E DAHLBERG	HOUSE	0.92	CROSSWIND FARMS	
T7-0767016			CROSSWIND CIR	HEIDTKE LIVING TRUST	VACANT	0.92	CROSSWIND FARMS	1/5
T7-0767017			CROSSWIND CIR	WINFIELD HOMES	VACANT	0.92	CROSSWIND FARMS	1/5
T7-0767018			CROSSWIND CIR	WINFIELD HOMES	VACANT	0.93	CROSSWIND FARMS	1/5
T7-0767014		2430	CROSSWIND TRAIL	BRIAN J&STACEY BIRCHBAUER	HOUSE	0.93	CROSSWIND FARMS	
T7-0767001		2913	CROSSWIND TRAIL	DARREN J & BARBARA A SELK	HOUSE	1.00	CROSSWIND FARMS	
T7-0767025		2926	CROSSWIND TRAIL	KEVIN KAZMIERCZAK	HOUSE	1.02	CROSSWIND FARMS	
T7-0767024		2938	CROSSWIND TRAIL	JOSEPH&SANDY REPKA	HOUSE	1.14	CROSSWIND FARMS	
T7-0767004		2945	CROSSWIND TRAIL	MARK R&CHRISTINE A SULO	HOUSE	1.08	CROSSWIND FARMS	
T7-0767023		2948	CROSSWIND TRAIL	CARLOS J&NORMA A ORTIZ	HOUSE	1.24	CROSSWIND FARMS	
T7-0767005		2961	CROSSWIND TRAIL	MICHAEL J&JENNIFER L STARZMAN	HOUSE	1.64	CROSSWIND FARMS	
T7-0767006		2985	CROSSWIND TRAIL	CHAD L&STEPHANIE J ALTSCHAFL	HOUSE	0.92	CROSSWIND FARMS	
T7-0767011		3053	CROSSWIND TRAIL	JOSEPH R&SARAH E ELLIOTT	HOUSE	0.92	CROSSWIND FARMS	
T7-0767013		3073	CROSSWIND TRAIL	CARL F&JANET L HOLTER	HOUSE	0.92	CROSSWIND FARMS	
T7-0767002			CROSSWIND TRAIL	CROSSWIND FARMS	VACANT	1.17	CROSSWIND FARMS	1/5
T7-0767003			CROSSWIND TRAIL	CROSSWIND FARMS	VACANT	1.30	CROSSWIND FARMS	1/5
T7-0767012			CROSSWIND TRAIL	GREG S RAGSDALE	LOT	0.92	CROSSWIND FARMS	1/5
T7-0767019			CROSSWIND TRAIL	CROSSWIND FARMS	VACANT	1.47	CROSSWIND FARMS	1/5
T7-0767020			CROSSWIND TRAIL	CROSSWIND FARMS	VACANT	1.08	CROSSWIND FARMS	1/5
T7-0767021			CROSSWIND TRAIL	CROSSWIND FARMS	VACANT	1.01	CROSSWIND FARMS	1/5
T7-0767022			CROSSWIND TRAIL	CROSSWIND FARMS	VACANT	1.24	CROSSWIND FARMS	1/5
T7-0767026			CROSSWIND TRAIL	CROSSWIND FARMS	VACANT	1.13	CROSSWIND FARMS	1/5
T7-0882008		2818	DIVISION RD	PHYLLIS J DENCKER	HOUSE	8.68		
T7-0882		2840	DIVISION RD	STEPHEN W WEYKER	HOUSE & LAND	12.07		
T7-088200A		2860	DIVISION RD	EVAN P&TRACY L NICKODEM	HOUSE	1.12		
T7-0841		2881	DIVISION RD	ST JOHNS LUTH CHURCH	CHURCH	7.12		
T7-074800J		2933	DIVISION RD	ERVIN R&MARY S LARSEN JR	HOUSE	4.89		
T7-071200A		2950	DIVISION RD	PHILIP&ROSEANN MCKEAN FAMILY	HOUSE	4.00		
T7-074800A		2955	DIVISION RD	KEITH&ELAINE L RUSCH	HOUSE	4.48		
T7-074700A		2963	DIVISION RD	GUSTAV C BLANK	HOUSE	1.00		
T7-074700B		2971	DIVISION RD	CHARLES F LUEDTKE	HOUSE	9.00		
T7-071200B		2976	DIVISION RD	VERSHANDLE BOWMAN	HOUSE	4.48		
T7-074700C		2985	DIVISION RD	CYRIL E SWIECICHOWSKI	HOUSE	7.14		
T7-074700D		2987	DIVISION RD	TIMOTHY J&NICOLE M OLSZEWSKI	HOUSE	2.48		
T7-071200C		2992	DIVISION RD	DENNIS C&BARBARA LIEBL	HOUSE	5.20		
T7-074300A		3037	DIVISION RD	BERGGREN FARMS II LLC	HOUSE	4.63		
T7-0707		3146	DIVISION RD	TOWN OF JACKSON	TOWN HALL	28.76		
T7-070600A		3166	DIVISION RD	HERBERT WICHMANN	HOUSE	4.94		
T7-0706		3174	DIVISION RD	KENNETH A SCHMITT	HOUSE	0.95		
T7-070600B		3186	DIVISION RD	BLANCA ROSA KASCHNER	HOUSE	5.00		
T7-070500B		3204	DIVISION RD	LEWIS G&ROSEMARY M HOLTSCLAW	HOUSE	5.00		
T7-072300A		3207	DIVISION RD	JON C ZANDI	HOUSE	1.50		
T7-0723		3215	DIVISION RD	WILLARD B WOLFF	HOUSE & LAND	37.47		
T7-070500C		3282	DIVISION RD	BOPPRE TRUST	HOUSE	2.16		
T7-070500A		3286	DIVISION RD	ROBERT DOBBERFUHL	HOUSE	0.79		
T7-0767007		2459	GOLDEN HARVEST LN	MARTIN D&MICHELLE BALL TOD	HOUSE	0.92	CROSSWIND FARMS	
T7-0767008			GOLDEN HARVEST LN	CROSSWIND FARMS	VACANT	0.92	CROSSWIND FARMS	1/5
T7-0767009			GOLDEN HARVEST LN	CROSSWIND FARMS	VACANT	1.25	CROSSWIND FARMS	1/5
T7-0767010			GOLDEN HARVEST LN	CROSSWIND FARMS	VACANT	1.29	CROSSWIND FARMS	1/5

This list includes parcels originally listed by Arcadis with the following additions:

I = Parcels added to the list

1/5= Vacant Parcels allowed installation of stubbed laterals

EXHIBIT A
Proposed Town of Jackson Properties for
Water Distribution System Extension

I.D.	Tax Key	House No.	Street	Owner	Type	Acres	Sudviston	Along Route
T7-0848010		1957	HUMMINGBIRD DR	TIM R & PATRICIA A OANO	HOUSE	1.62	MOCKINGBIRD HILL	
T7-0848009		1960	HUMMINGBIRD DR	JODY LASAGE	HOUSE	3.29	MOCKINGBIRD HILL	
T7-0848011		1969	HUMMINGBIRD DR	RICHARD A&CARRIE J DZIK	HOUSE	1.41	MOCKINGBIRD HILL	
T7-0848008		1974	HUMMINGBIRD DR	GARY J KOENEN	HOUSE	1.98	MOCKINGBIRD HILL	
T7-0848012		1983	HUMMINGBIRD DR	MARK R&KRISTY K KOENKE	HOUSE	1.39	MOCKINGBIRD HILL	
T7-0848007		1990	HUMMINGBIRD DR	GREGORY T&JENNIFER A HOLT	HOUSE	1.34	MOCKINGBIRD HILL	
T7-0848013		1995	HUMMINGBIRD DR	WARREN J&JUDY A PLEUGERS	HOUSE	1.39	MOCKINGBIRD HILL	
T7-0848014		2007	HUMMINGBIRD DR	ROBERT C & TAMMY L TETZLAFF	HOUSE	1.38	MOCKINGBIRD HILL	
T7-0848005		2014	HUMMINGBIRD DR	JOHN M STIEMKE	HOUSE	1.46	MOCKINGBIRD HILL	
T7-0848015		2019	HUMMINGBIRD DR	JOSEPH A&THERESA L HERRMANN	HOUSE	2.13	MOCKINGBIRD HILL	
T7-0848004		2026	HUMMINGBIRD DR	NATHAN&DEANNA S KONS	HOUSE	1.44	MOCKINGBIRD HILL	
T7-0848016		2031	HUMMINGBIRD DR	SARA J BAKER	HOUSE	1.38	MOCKINGBIRD HILL	
T7-0848003		2042	HUMMINGBIRD DR	ERIC A&JODI L BAUMANN	HOUSE	2.03	MOCKINGBIRD HILL	
T7-0848017		2043	HUMMINGBIRD DR	DOYLE F BUSSE	HOUSE	1.38	MOCKINGBIRD HILL	
T7-0813		2807	MAPLE RD	ROGER R&MARTHA LIESENER TRUST	HOUSE & LAND	51.22		
T7-085000D		2812	MAPLE RD	MICHAEL P&TRACY A HEERHOLD	HOUSE	10.28		
T7-0769		2979	MAPLE RD	BERGGGENER FARMS	HOUSE	40.00		1
T7-073700E		3020	MAPLE RD	FLORIAN J&KARA L WISINSKI	HOUSE & LAND	7.43		
T7-073700Z		3060	MAPLE RD	GARY A HECKENDORF	HOUSE	15.26		
T7-075200Z		3115	MAPLE RD	ROGER R&MARTHA LIESENER TRUST	HOUSE	3.31		
T7-074900C		3209	MAPLE RD	JEROLD R WAGENKNECHT	HOUSE	2.99		
T7-074900E		3223	MAPLE RD	S EUGENE MATEL	HOUSE	3.50		
T7-073100A		3252	MAPLE RD	EUGENE J&GRACE A MACIEJEWSKI	HOUSE	1.02		
T7-0749		3255	MAPLE RD	GREGORY R&CARLA J HARRY	HOUSE	5.95		
T7-074900J		3279	MAPLE RD	RONALD R&JULIE K HEIDTKE	HOUSE	0.99		
T7-085000A			MAPLE RD	DAVID Z & HOLLY L DYTCHKOWSKYJ	LOT	10.33		I/S
T7-0728		1736	MILL RD	ROSS B&MARCELLA C BISHOP	LAND	38.57		
T7-074400B		1859	MILL RD	CURTIS J&WANDA M BEELER	HOUSE	21.24		
T7-072600C		1860	MILL RD	JACKSON HISTORICAL SOCIETY INC	HOUSE	0.70		
T7-072600Z		1870	MILL RD	JOSEPH FC&JODI L LESAC	HOUSE	18.45		
T7-074400A		1891	MILL RD	PAUL&KAREN SCHRECK	HOUSE	10.98		
T7-073600A		1969	MILL RD	JEFFREY C SMITH	HOUSE	10.07		
T7-0736		1987	MILL RD	ROBERT J&JANICE I HENKE	HOUSE	10.07		
T7-073700B		2011	MILL RD	RAYMOND A&EULORA HECKENDORF LE	HOUSE	1.85		
T7-073700A		2045	MILL RD	BETH A FRANK	HOUSE	5.67		
T7-0738		2097	MILL RD	KEVIN A BEHM	HOUSE	1.00		
T7-0848002		2857	MOCKINGBIRD DR	JEFFREY F FALBO	HOUSE	1.55	MOCKINGBIRD HILL	
T7-0848006		2864	MOCKINGBIRD DR	GARY L&RHEA JANE GRESETH	HOUSE	1.83	MOCKINGBIRD HILL	
T7-0848001		2869	MOCKINGBIRD DR	KEVIN M&MARY K BUKOVIC	HOUSE	1.55	MOCKINGBIRD HILL	
T7-057600A		1710	SHERMAN RD	ROLAND L JACKSON	HOUSE	1.38		
T7-057600C		1732	SHERMAN RD	HAROLD F CALLUM JR	HOUSE	1.38		
T7-057600E		1752	SHERMAN RD	PAUL A LOBER	HOUSE	1.38		
T7-057600Z		1782	SHERMAN RD	JACK HILL	HOUSE	5.25		
T7-057500A		1796	SHERMAN RD	MICHAEL A&SANDRA L VORWERK	HOUSE	1.00		
T7-057500C		1818	SHERMAN RD	MICHAEL J&S S PEPLINSKI	HOUSE	4.00		
T7-072500A		1845	SHERMAN RD	PATRICK M&JANIS J SIERRA	HOUSE	5.00		
T7-0575		1876	SHERMAN RD	KENNETH E&MARIAN GREIFENHAGEN	HOUSE	20.00		
T7-057200Z		1930	SHERMAN RD	ROBIN L OLSON REVOCABLE	HOUSE	37.04		
T7-057200A		1986	SHERMAN RD	MATTHEW R&JESSICA L BRAEGER	HOUSE	2.60		
T7-073000A		1997	SHERMAN RD	MELVIN R HECKENDORF	HOUSE	1.03		
T7-057100A		1998	SHERMAN RD	THOMAS A&JEAN M OKRUHLICA	HOUSE	1.02		
T7-0571		2018	SHERMAN RD	SHERMAN HEIGHTS LP	HOUSE	38.98		
T7-0730		2039	SHERMAN RD	MELVIN R HECKENDORF&	HOUSE	21.72		
T7-074900F		2135	SHERMAN RD	JOHN S SR&TONI K HELLER	HOUSE	1.01		
T7-054500C		2406	SHERMAN RD	SANDRA LEE RINDT	HOUSE	9.07		I
T7-075500A		2409	SHERMAN RD	ROBERT C & DONNA STEITZ LIVING	HOUSE	10.05		I
V3-0203		N160 W14	SHERMAN RD	JAMES W & GINA M BLANK	HOUSE	2.00	Property is in the Val	I
T7-057600A001			SHERMAN RD	ROLAND L JACKSON	LOT	1.00		

This list includes parcels originally listed by Arcadis with the following additions:

I = Parcels added to the list

I/S= Vacant Parcels allowed installation of stubbed laterals

EXHIBIT A

Proposed Town of Jackson Properties for Water Distribution System Extension

ID.	Tax Key	House No.	Street	Owner	Type	Acres	Sudivision	Along Route
T7-088200C		1639	WESTERN AVE	PAUL A&KARLA K MOZDZEN	HOUSE	14.79		
T7-0712		1646	WESTERN AVE	THOMAS M&KIM M MUTZ	HOUSE	19.27		
T7-071200D		1666	WESTERN AVE	ROBERT G LAJOICE	HOUSE	1.73		
T7-071300A		1676	WESTERN AVE	THOMAS W&LYNN D ROSBECK	HOUSE	0.99		
T7-074800B		1708	WESTERN AVE	PETER J&JENNIFER E LASAGE	HOUSE	2.00		
T7-074800F		1730	WESTERN AVE	DANIEL J&VICKI G FLANDERS	HOUSE	1.13		
T7-074800H		1740	WESTERN AVE	CHRISTINE M KILBOURN	HOUSE	0.95		
T7-074800C		1750	WESTERN AVE	ROBERT A&SUSAN J BRANDT	HOUSE	0.95		
T7-074800D		1760	WESTERN AVE	FRANCIS J WANTY	HOUSE	1.03		
T7-074800E		1770	WESTERN AVE	RICHARD T&GLADYS H OESTREICH	HOUSE	1.03		
T7-074800G		1780	WESTERN AVE	ALLAN J&BARBARA J LUKES	HOUSE	0.99		
T7-0748		1790	WESTERN AVE	JAMES A NINEDORF	HOUSE	5.58		
T7-0745		1824	WESTERN AVE	THOMAS S&GWENDOLYN A WAGNER	HOUSE	10.98		
T7-074500B		1836	WESTERN AVE	JOHN D FENTON&	HOUSE	13.63		
T7-074500A		1880	WESTERN AVE	WEST SHORE PIPE LINE CO	HOUSE	15.34		
T7-084200A		1885	WESTERN AVE	WILLIAM L&JOYCE E VOGEL TRUST	HOUSE	10.00		
T7-084700C		1915	WESTERN AVE	JAMES R&NICOLLE A FEILBACH	HOUSE	20.00		
T7-074200A		1930	WESTERN AVE	ROSS B&MARCELLA C BISHOP	HOUSE	10.00		
T7-084800B		1961	WESTERN AVE	MARK P&TAMMY L FITZGERALD	HOUSE	2.13		
T7-0741		1964	WESTERN AVE	PETER&RUTH WOOD	HOUSE	20.00		
T7-084800A		1971	WESTERN AVE	JAMES & DONNA BOURNELIS	HOUSE	1.13		
T7-084900D002		1985	WESTERN AVE	ROBERT L BECK	HOUSE	1.00		
T7-073900C		2004	WESTERN AVE	MARY C QHA	HOUSE	1.00		
T7-084900D001		2005	WESTERN AVE	LOYD N FULTON	HOUSE	1.00		
T7-084900C		2015	WESTERN AVE	ROBERT PERSZYK	HOUSE	1.00		
T7-084900B		2025	WESTERN AVE	NORMAN R BLOCK	HOUSE	1.00		
T7-084900A		2035	WESTERN AVE	DANIEL E&LINDA A CORLETTE	HOUSE	1.00		
T7-073900A		2060	WESTERN AVE	LYLE A WHEELER	HOUSE	4.33		
T7-0740		2090	WESTERN AVE	GREGORY E HOLCOMB	HOUSE	3.00		
T7-081400B		2245	WESTERN AVE	CLIFFORD A&DORIS KOELLER	HOUSE	5.01		
T7-076800A		2250	WESTERN AVE	HEIDTKE LIVING TRUST	HOUSE	15.99		
T7-0815		2305	WESTERN AVE	RICHARD H&SHARON J BOLDT	HOUSE	10.77		
T7-0734002		3115	WILDFLOWER LN	ROBERT C&JUDI L MIELKE	HOUSE	1.98	PRAIRIE MEADOW EST	
T7-0734012		3116	WILDFLOWER LN	BRIAN GONIU	HOUSE	1.05	PRAIRIE MEADOW EST	
T7-0734003		3127	WILDFLOWER LN	CHAD D&MELISSA J JOHNSON	HOUSE	1.68	PRAIRIE MEADOW EST	
T7-0734011		3128	WILDFLOWER LN	DAVID J&KATHRYN L MOORE	HOUSE	1.28	PRAIRIE MEADOW EST	
T7-0734004		3133	WILDFLOWER LN	JAMI LONG	HOUSE	1.42	PRAIRIE MEADOW EST	
T7-0734010		3134	WILDFLOWER LN	ROBERT D&KATHRYN J CAMPBELL	HOUSE	1.46	PRAIRIE MEADOW EST	
T7-0734005		3151	WILDFLOWER LN	JAMES R JR&KAREN K CARR	HOUSE	1.36	PRAIRIE MEADOW EST	
T7-0734009		3152	WILDFLOWER LN	JORDAN A GALLITZ	HOUSE	4.10	PRAIRIE MEADOW EST	
T7-0734006		3159	WILDFLOWER LN	LISA L YORKEY-PETERS	HOUSE	1.58	PRAIRIE MEADOW EST	
T7-0734014		3165	WILDFLOWER LN	MICHAEL J&MICHELLE L UUTALA	HOUSE	1.43	PRAIRIE MEADOW EST	
T7-0734015		3166	WILDFLOWER LN	THOMAS&LORA STROBEL	VACANT	3.74	PRAIRIE MEADOW EST	I/S
T7-0734016		3166	WILDFLOWER LN	THOMAS&LORA STROBEL	HOUSE	2.87	PRAIRIE MEADOW EST	
					TOTAL ACRES	878.10		

This list includes parcels originally listed by Arcadis with the following additions:

I = Parcels added to the list

I/S= Vacant Parcels allowed installation of stubbed laterals

EXHIBIT B

List of Plans and Specifications

1. Project Manual, dated March 2014
2. Project Drawings, dated March 2014
3. Site Erosion Control and Storm Water Management Plan, dated November 2013
4. WDNR Form 3300-260, "Water System Approval Request"
5. WDNR Form 3300-66 "Water Main Extension Submittal Checklist"

EXHIBIT C

Insurance Provisions

<u>Coverage Type:</u>	<u>Coverage Required:</u>	<u>Aggregate:</u>
Commercial General Liability	Each Occurrence (1,000,000)	Aggregate (2,000,000)
Automobile Liability	Combined Single Limit (1,000,000)	
Workers Compensation	Statutory	
Employers Liability	Each Accident (500,000) Disease: Each Employee (500,000) Disease: Policy Limit (500,000)	
Professional Liability (Errors & Omissions)	Per Occurrence (3,000,000)	Aggregate (3,000,000)

EXHIBIT D

Schedule of Water Impact Fees

See attached.

EXHIBIT D

ORDINANCE #11-02

AN ORDINANCE AMENDING CHAPTER 22 OF THE VILLAGE CODE OF THE
VILLAGE OF JACKSON

THE VILLAGE BOARD OF THE VILLAGE OF JACKSON, WASHINGTON COUNTY,
WISCONSIN, does ordain the following changes to the Village Code:

SECTION I. Section 22.10 of the Village Code is repealed and amended as follows:

Sec. 22.10. Park Facilities Fees as may be charged pursuant to
Section 236.45 (6) Wis. Stats.

SECTION II. Section 22.09 A. of the Village Code is amended as follows:

Sec. 22.09 A. Water Impact Fee is set at \$820.00.

SECTION III. Section 22.11 A. of the Village Code is enacted as follows:

Sec. 22.11 A. Police and Fire Facilities Impact Fee is set at
\$1,430.00 per residential unit, Multi-Family \$1,280.00 per unit,
and at \$2.80 per \$1000.00 of improvements of non-residential
property.

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

Introduced by: Peter HABEL

Seconded by: BRIAN EMMAICH

Vote: 6 Aye — Nay

Passed and Approved: May 10, 2011

Wendy A. Kannenberg
Wendy A. Kannenberg, Village President

Attest: Susan E. Rank
Susan E. Rank, Village Clerk

Memo

To: Board of Public Works
From: Brian W. Kober, P. E., Director of Public Works 
Subject: Spring Cleanup Day and Yard Waste/Brush Pickup
Date: March 3, 2015
CC: Village Board

The 2015 Spring Clean-up day is scheduled for Saturday, April 25, 2015 from 9:00 AM to 12:00 PM. The residents will be able to drop off bags of leaves or yard waste, household waste (TV, microwaves, furniture, computers, etc.), and metal. The following is a breakdown of the proposed schedule for chipping and bag pick-up for the year:

Spring Season

Chipping and Bag Pick-up will start on Monday, April 27, 2015 and then each Monday until Tuesday, May 26th.

Fall Season

Chipping and Bag Pick-up will start again on Monday, October 5th and then each Monday until Monday, November 23th. The crew will continue until the leaves are gone, or the snow flies.

Summer Season

Chipping will only be done during the summer months. Every third Monday has been scheduled: June 15th, July 20th, Aug 17th, and Sept 21st, or after a storm.

Notification will be done on the school sign, in the quarterly newsletter, and website will be conducted to inform the residents. The money being saved on bag pick-up will be used for the cost associated with the Spring Cleanup Day.

If you have any questions please let me know.

Brian W. Kober, P.E.

DRAFT MINUTES

Board of Public Works Meeting

Tuesday, February 24, 2015 – 7:00 P.M.

Jackson Village Hall

N168W20733 Main Street

1. Call to Order and Roll Call.

Chairman Tr. Don Olson called the meeting to order at 7:00 p.m.

Members present: Tr. Jack Lippold, Tr. Scott Mittelsteadt, Brian Heckendorf, Linda Granec, Corinne Benson, and Scott Thielmann.

Members excused: None.

Staff present: Brian Kober and John Walther.

2. Approval of Minutes for January 27, 2015, meeting.

Motion by Corinne Benson, second by Tr. Lippold to approve the minutes of the January 27, 2015, Board of Public Works meeting.

Vote: 7 ayes, 0 nays. Motion carried unanimously.

3. Jackson Water Distribution System Extension – Certificate of Substantial Completion No. 1.

This matter was referred to this meeting from the January meeting. Director of Public Works, Brian Kober, commented that in talking with legal counsel, it is recommended that the Board of Public Works recommend the item to the Village Board to recognize that this is a certificate of completion #1. This is one of two parts. The system will not be accepted until all punchlist items are completed. Brian continued that attorney St. Peter suggested the language of “This approval does not constitute a waiver of any claims the Village has against the Town, including, without limitation, the Village’s rights against the Town under the intergovernmental agreement regarding provision of limited water service.”

Tr. Olson commented that his opinion has not changed.

Motion by Tr. Olson, second by Corinne Benson to Refer the item to the March Meeting.

Discussion of the item ensued.

John Walther commented to be very careful as the Village does not have any beef with West Shore. They are looking for certificate of substantial completion of the contract. This is one of two parts. West Shore has done what they said they will do except for a number of punchlist items.

Tr. Lippold questioned the definition of substantial completion. West Shore is stating that it is substantially complete except of the punchlist items. Brian commented that there are some significant items that are not complete such as the flushing station, the plumbing that is not hooked up for reading, and the adjustment to hydrants and valves. On the Town side there is a final lift and grading that needs to be completed. Brian commented that about 15% is yet to be complete.

Tr. Mittelsteadt commented that this is a construction project contract that is complete except for the punchlist items. John commented that substantial completion is not subject to punchlist items in the contract. Before taking ownership the punchlist items need to be completed.

Brian Kober recommended to acknowledge that certificate of substantial completion No. 1 and that there is still punchlist items to be done. This is part 1 of 2 parts. This is not acceptance of the system but recognition of the certificate.

Vote was taken on the Motion.

Vote: 3 ayes, 4 nays. (Tr. Olson, Corinne Benson, and Scott Thielman voted yes; Tr. Lippold, Tr. Mittelsteadt, Brian Heckendorf, and Linda Granec voted no).

Motion Failed.

Motion by Tr. Mittelsteadt to recommend acceptance of the Certificate of Completion No. 1 and that this approval does not constitute a waiver of any claims the Village has against the Town, including, without limitation, the Village's rights against the Town under the intergovernmental agreement regarding provision of limited water service. Second by Tr. Lippold.

Vote: 6 ayes, 1 nays. (Tr. Olson voted no).

Motion carried 6-1.

4. Review of 5 year Capital Improvement Projects for the Village.

Brian Kober reviewed the 5 year Capital Improvement Projects. The item was also presented last fall. Tr. Olson commented that he would like to see funding detail. Discussion of the application of the Park and Ride grant money ensued. The agenda item was a presentation on the report and for information only.

5. WDNR Storm Water Grant, and WI-WPDES Storm Water General Permit.

Brian Kober presented information on the item. Brian commented that the total cost of the project is \$98,695, and that the Grant portion is \$63,695, and the Village's share is \$35,000. The \$35,000 would be spent over a two year period. Brian reviewed the project with a list of the 43 ponds that will be looked at. Ten are the Village's and thirty-three are private.

Motion by Tr. Mittelsteadt, second by Linda Granec to recommend the Village Board continue with the project and allocate the funds of \$35,000 over a two year period.

Vote: 7 ayes, 0 nays. Motion carried unanimously.

6. Review and purchase of Toro Sand Pro 3040 Ball Diamond Groomer.

Brian Kober presented information on the item. The Sand Pro will replace the Allis Chamers Tractor. Motion by Tr. Olson, second by Tr. Lippold to recommend the Village Board approve the Toro Sand Pro 3040 Ball Diamond Groomer in an amount not to exceed \$16,442.

Vote: 7 ayes, 0 nays. Motion carried unanimously.

7. Review and Sale of Village Owned Equipment.

Brian Kober presented information on the item to the Committee. He reviewed his memo with equipment detail and the excess Village Property. Motion by Scott Thielmann, second by Corinne Benson to recommend the Village Board approve the sale of Village owned equipment as presented.

Vote: 7 ayes, 0 nays. Motion carried unanimously.

8. Digester Improvements Project - Update.

Brian Kober updated the committee on the Digester Improvements Project. The digester had not been cleaned for twenty years. A quote by the contractor of \$50,000 to paint the digester was not accepted. A new roof of treated lumber will be installed. In addition, support to the pipes was

added. The agenda item was an update on the item and for information only.

9. Director of Public Works Report.

Brian Kober reviewed the Public Works Report. Arbor Day is on April 24, 2015. The Village Annual Clean Up day is on April 25, from 9 a.m. to noon. The County Clean Sweep is on May 9th and will be held at the County Shops in West Bend and Slinger.

Motion by Linda Granec, second by Corinne Benson to place the report on file.

Vote: 7 ayes, 0 nays. Motion carried unanimously.

10. Citizens/Village Staff to address the Board.

Casey Latz questioned how votes can flip from the committee meeting to the village board meeting.

11. Adjourn.

Motion by Corrine Benson, second by Tr. Lippold to adjourn at 7:40 p.m.

Vote: 7 ayes, 0 nays. Motion carried unanimously.

Respectfully submitted by: Deanna L. Boldrey

DRAFT

Item Number 4. Website of information: <http://operationfinallyhome.org/>