

AGENDA
PLAN COMMISSION MEETING
Thursday, June 27, 2019 at 7:00 p.m.
Jackson Village Hall
N168 W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call
2. Approval of Minutes for the Plan Commission Meeting of May 23, 2019
3. Concept Plan – Jackson Development – Stonewall & Georgetown Dr.
4. Planned Unit Development Amendment – Sign – Cobblestone Meadows
5. Certified Survey Map – William Holz
6. Developer Agreement – Landscape Plan – Maplewood Farms
7. Review of Sign Banner Ordinance
8. Citizens to Address the Plan Commission
9. 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.

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

**DRAFT MINUTES
PLAN COMMISSION MEETING
Thursday, May 23, 2019 at 7:00 p.m.
Jackson Village Hall
N168W20733 Main Street
Jackson, WI 53037**

1. Call to Order and Roll Call

Pres. Schwab called the meeting to order at 7:00 p.m.

Members present: Keith Berben, Dan Herro, Tr. Kruepke, Dan Reik and Jon Weil.

Member Absent: Tr. Emmrich.

Staff present: Collin Johnson, Brian Kober and Jilline Dobratz.

Also present: Jonathan Schatz, Ehlers.

Pres. Schwab introduced Dan Reik, the newest member of the Plan Commission, who was sworn in prior to tonight's meeting.

2. Public Hearing regarding the proposed project plan, boundaries and creation of Tax Incremental District No. 7

Pres. Schwab opened the Public Hearing. This item was considered previously at a Joint Review Board meeting immediately preceding the Plan Commission meeting and information has been published. No one spoke. Pres Schwab closed the Public Hearing.

3. Consideration of Resolution Designating Proposed Boundaries and Approving a Project Plan for Tax Incremental District No. 7, Village of Jackson, Wisconsin

Jonathon Schatz distributed and reviewed the draft project plan that has been moved forward by the Joint Review Board. This is a mixed use proposed TID district of commercial and residential planned uses. The proposed Municipal Building is not included in the boundaries of the TID. The proposed TID has a 20-year life with a 15-year expenditure period. The Village does not currently have a developer or any proposed developer. Pres. Schwab stated since the Village is going to have a Municipal/Public Safety Building, this is one of the most efficient ways to get the infrastructure in in a way that would benefit the Village in the long term.

Motion by Pres. Schwab, second by Jon Weil the Plan Commission recommend Village Board approve the creation of Tax Incremental District No. 7.

Vote: 5 ayes, 0 nays, 1 abstain (Tr. Kruepke). Motion carried.

4. Approval of the Plan Commission minutes of April 25, 2019

Motion by Pres. Schwab second by Dan Herro to approve the Plan Commission minutes of April 25, 2019.

Vote: 6 ayes, 0 nays. Motion carried.

5. Planned Unit Development – Culver's / Springfield Sign - Sign

Mark Wessell, CSO and founder of Springfield Sign was present and spoke on the proposal. Competitively they are behind as McDonalds and Dairy Queen have pylon

structures. They want to enjoy in the same advantages they have. They see some safety concerns with the manual changeable copy boards. The problems they have with a shared resource is it is very difficult to manage it with other businesses. There is no cost sharing by the development and time sharing a device is difficult. Brian Kober commented the code has not changed since the franchise was built. They are allowed one free standing sign on their property. Culver's has a sign on Highway 45. When the franchise was built in 1998-1999 there was a request to have a sign along Highway 60. The negotiation was a multi-use sign with Subway, BMO Harris and Culver's which has the Flavor of the Day listed. Motion by Pres. Schwab, second by Dan Herro to recommend Village Board deny the Planned Unit Development for Culver's / Springfield Sign - Sign. Vote: 6 ayes, 0 nays. Motion carried.

6. Concept Plan – Morning Meadows – Single Family Subdivision

Bill Carity was present and spoke on the proposal. He purchased the property in 2005 and at the time worked with the Town of Jackson on zoning the proposed subdivision. With the recession he decided to shelf it. He recognizes the parcel would need to be annexed into the Village and understands the adjoining 21-acre parcel owned by the DNR associated with Cedar Creek would need to be annexed as well. Sewer and water are immediately adjacent to this parcel on Sherman Road. The parcel is 65 acres, 51 tillable acres, and Cedar Creek runs through the northeast corner. The wetlands have been delineated. The intent of the proposed development, which is single family residential, would be to create a conservation type subdivision with 50 percent of the 65 acres to be preserved. The proposed lots are approximately 10,000 square feet with green space except for some corner lots. He would like to establish walking trails. Brian Kober commented a county permit for access into County P would be required. Dan Herro spoke in favor of preserving the green space around Cedar Creek. Bill Carity is requesting open ditches and is looking for feedback. Pres. Schwab stated it would be nice to have connectivity with the Village, but it is his understanding that the property to the north is owned by the DNR and the DNR would oppose a pathway to the property even if they allow annexation. Tr. Kruepke inquired on street lighting for safety. Bill Carity stated he is aware there will be requirements by engineering for lighting at entrances, bends in the street, at the ends of cul-de-sacs, spacing requirements and residential lighting in front of each home.

Motion by Jon Weil, second by Keith Berben to recommend the Village Board approve the Concept Plan for Morning Meadows – Single Family Subdivision per staff comments.

Vote: 6 ayes, 0 nays. Motion carried

7. Planned Unit Development – Preliminary Plat – Dittmar Realty – Maplewood Farms – Single Family Subdivision

Kevin Dittmar from Dittmar Realty, Inc. was present and stated there aren't changes from the Concept Plan. If the bidding process is favorable, they would like to start construction mid to late June.

Motion by Pres. Schwab, second by Tr. Kruepke to recommend the Village Board approve the Planned Unit Development– Preliminary Plat – Dittmar Realty – Maplewood Farms – Single Family Subdivision per staff comments.

Keith Berben asked about the four phases. Kevin Dittmar explained Phase 1 has infrastructure already. They are minimizing offsite disturbance. Tr. Kruepke asked about the trail system, what is the area between the lots? Kevin Dittmar said it will be mowed turf and unmowed prairie grass in the remainder of the green space. Vote: 6 ayes, 0 nays. Motion carried.

8. Planned Unit Development – Premier Rosewood Jackson LLC – Rosewood Lane Multi-Family Subdivision

Sarah Hillenbrand from Premier and Jared Schmidt with Robert E. Lee & Associates were present. Sarah Hillenbrand gave a presentation on the proposed subdivision located on the northeast corner of County Highway P and Rosewood Lane. They are intending to construct six 12-unit buildings for a total of 72 units on site. Jared Schmidt spoke on the site plan changes they incorporated from comments made by the Plan Commission. Brian Kober stated the reduced number of hydrants will be discussed with the Fire Chief. Jon Weil inquired on the sequence in which the building will be built. Sarah Hillenbrand commented that they have not established the sequence yet. Dan Herro questioned if they will have an on-site care taker. Sarah Hillenbrand stated they have an office and maintenance garage on the plan and will have an on-site manager. Motion by Pres. Schwab, second by Tr. Kruepke recommend the Village Board approve the Planned Unit Development– Premier Rosewood Jackson LLC – Rosewood Lane Multi-Family Subdivision per staff comments. Vote: 6 ayes, 0 nays. Motion carried.

9. Certified Survey Map – Premier Rosewood Jackson LLC – Rosewood Lane Multi-Family Subdivision

Brian Kober clarified due to the process of removing Sylvester Circle, this Certified Survey Map is being created to sell the parcel, lot one, to Premier so they can develop the property. Kevin Dittmar will quick claim a portion of property to the Village. Motion by Pres. Schwab, second by Jon Weil recommend the Village Board approve the Certified Survey Map – Premier Rosewood Jackson LLC – Rosewood Lane Multi-Family Subdivision per staff comments. Vote: 6 ayes, 0 nays. Motion carried.

10. Citizens to Address the Plan Commission

None.

11. Adjourn

Motion by Pres. Schwab, second by Dan Herro to adjourn. Vote: 6 ayes, 0 nays. Meeting adjourned at 7:49 p.m.

Respectfully submitted,

Jilline Dobratz, *CMC/WCMC*
Village Clerk

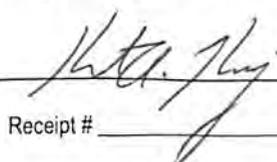
VILLAGE OF JACKSON DEVELOPMENT APPLICATION FORM
 (Due 1st Friday of the month for that month's Planning Commission Meeting)

Name of Applicant JACKSON DEVELOPMENT (HAIR CONSTRUCTION)
 Contact KURT HENNING Address/ZIP 1629 SHERMAN RD Phone # 414-550-7423
 E-mail Address klharcocast@gmail.com Fax # where Agenda/Staff comments are to be faxed N/A
 Name of Owner JACKSON DEVELOPMENT Address/ZIP _____ Phone# _____
 Owner Representative/Developer KURT HENNING
 Proposed Use of Site 4-FAMILY BUILDINGS - 7-IN TOTAL Present Zoning CONDO DEVELOPMENT

C APPLICATION VILLAGE OF JACKSON

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		
			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			
* Labels	\$25		If not included with submittal & prepared by the Village.		

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 KURT HENNING Signature  Date MAY 18, 2019

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: JACKSON DEVELOPMENT

For a property located at (address): STONEWALL DRIVE & GEORGETOWN

Phone number of Business/Applicant: 414-550-7423

For (land use, activity, sign, site plan, other): CONDO DEVELOPMENT

Impact Mitigation (noise, smoke, dust, odors, etc. affecting adjacent properties): NEW CONSTRUCTION

Hours of Operation: _____

Comprehensive/Master Plan Compatibility: PHASING OF STONEWALL PROJECT

Building Materials (type, color): SAME AS OTHER BUILDINGS IN STONEWALL DEVELOPMENT

Setbacks from rights-of-way and property lines: PART OF MASTER PLAN DEVELOPMENT IN STONEWALL

Screening/Buffering: _____

Landscape Plan (sizes, species, location): SAME AS PREVIOUS BUILDINGS

Signing (dimensions, colors, lighting, location): NONE

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

Traffic flow, pedestrian circulation (curb to street width), (parking one/both/neither side(s), sidewalk/pedestrian way width and material): RESIDENTIAL NEIGHBORHOOD DEVELOPMENT

Storm-water Management: IN EXISTING STORMWATER MASTER PLAN

Erosion Control: PER VILLAGE AND STATE CODES

Fire Hydrant Location(s): INSTALLED ALREADY

Knox Box, Posting Site (No Trespass signing), Emergency Telephone #'s: NA

Hazardous Material Storage: N/A

Alarm Systems: N/A

Site Features/Constraints: RESIDENTIAL CONDO DEVELOPMENT

Parking (no. of spaces, handicapped parking, and dimensions): RESIDENTIAL PROJECT

Tree and shrub preservation: N/A OPEN LAND

Setbacks/height limitations: IN COMMON CONDO DEVELOPMENT

Wastewater Usage Projected: RESIDENTIAL USE gal/year Water Usage Projected: RESIDENTIAL USE gal/year

Duration and Review of Conditional Use (expiration, when reviewed: upon complaint, specified period):

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 _____

John Walther, Administrator

_____, Owner
Please print name

Applications shall be submitted by 4:00 PM on the Friday of the month to be considered by the Planning Commission that month. In some cases, more than the number of copies on the face of this form will be required. Only complete applications shall be presented to the Planning Commission and the Village Board for action. Applications submitted without a pre-submittal conference risk delay by being incomplete.

The Planning Commission meets on the last Thursday of each month unless there is a conflict with a holiday. The Village Board meets on the second Tuesday of each month, and will conduct a public hearing. A decision on the request could be made at that meeting.

EXPLANATION OF TYPES OF INFORMATION (From face of application form):

1. ***Application Form: Must be submitted on CD.***
2. Letter of Intent: What you are requesting in your own words. (Be brief)
3. Mailing Labels: It is your responsibility to provide the Village with current owner addresses. If mailed notification is required for your application, an incorrect address may cause you a delay. If the Village prepares the labels for you, there will be an additional charge of \$25.00
4. Proof of Property Ownership: A copy of a deed, tax notice, title insurance policy (first page), recorded plat, etc.
5. Impact Statement: In general, the following points represent most of the topics to be addressed in the impact statement. Specific points will be designated at the pre-submittal conference by staff.
 - A. Annual water consumption estimate (100% occupancy and build-out)
 - B. Annual sewage generation estimate (100% occupancy and build-out)
 - C. Vehicle trip generation (trips per day per unit x number of units)
 - D. Estimated numbers of vehicles and recreational vehicles to be stored and/or parked on site.
 - E. Proposed sign(s) (advertising business, industry, dwelling unit)
 - F. General hours of operation
 - G. Anticipated user profiles (for residential developments)
 - H. Proposed dates of construction and completion
 - I. Unusual conditions which warrant special attention (hazardous materials storage, fire hazards, odors, noise generation, etc.
6. Location Map: Show where the site is relative to a Village map.
7. Development Plan: Shows entire proposal on the site. Includes edge of pavement and/or back of the curb line, sidewalks (existing and proposed), footprints of the structure, drives, parking spaces and fencing, locations of accessory uses, dimensions, etc. Landscape plans and water/sewer/storm plans may be shown combined on the plan if the composition is easily read and understood.
- 8/9. Plat Map: Prints of the preliminary and final (recordable plat), with proper signature blocks.
10. Certified Survey Map: A recordable instrument showing the legal and mapped description of the land division.
11. Annexation Petition/Attachment Request: Shows owner is supporting the annexation.
12. Annexation Map: A recordable map having the legal and mapped description of the parcel to be annexed.
13. Sketch Plan: An informal drawing depicting the proposal for discussion purposes.
14. Landscape Plan: Shows location, size, type, botanical name & common name of proposed trees & shrubs. Also calls out surface treatments. Shows walls, fences & details.
15. Grading/Drainage Plan: Shows original & proposed grades & runoff calculations based on a 10-year storm. It is usually combined with a Storm Sewer Plan. (storm sewer system, ditches, culverts, etc.)
16. Water/Sewer/Storm Sewer Plans: Shows size and location of proposed water mains & fire hydrants; size and location of the proposed sanitary sewer collection system with gradient profiles and invert elevations; shows the proposed storm drainage system as in 15.
17. Street Crossing Sections: Section shows curb, gutter, paving, and sidewalk relative to the right-of-way width.
18. Erosion Control Plan: A map of existing site conditions on a scale of at least 1 inch equals 100 feet showing the site, boundaries and immediately adjacent areas which accurately identify site locations.
19. Proposed Colors and Materials: Submit samples of exterior colors and materials.
20. Improvement Agreement: An agreement between the developer and the Village determining park dedications and the responsibilities for street, water, sewer, and the storm sewer improvements and extensions.
21. Annexation Agreement.

MEETINGS AT WHICH THE REQUEST IS BEING HEARD SHOULD BE ATTENDED BY THE APPLICANT OR A REPRESENTATIVE IN ORDER TO RESPOND TO QUESTIONS AND AVOID DELAYS IN THE APPROVAL PROCESS.

PROPOSED LAYOUT



Hwy 60

658.85
S 89°40'22" E

HIGHLAND MEADOWS

HIGHLAND MEADOWS

PHASE 2

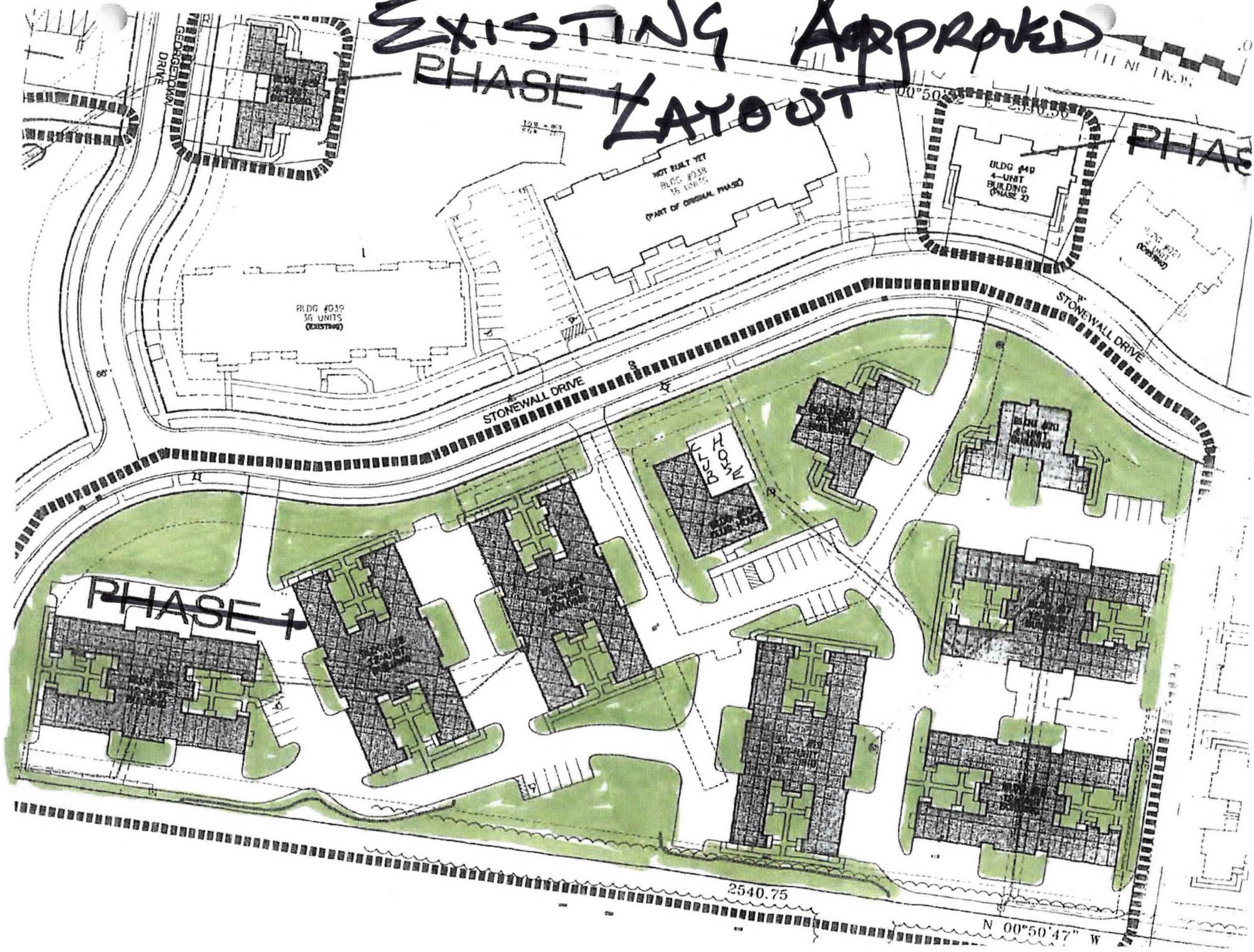
GEOPETOWN DRIVE

BLDG #030
30 UNITS
(EXISTING)

PART OF ORIGINAL PHASE
BLDG #30
& UNIT
BUILDING
NOT BUILT YET

PHASE 1

EXISTING APPROVED PHASE 1 LAYOUT



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

Name of Applicant Cobblestone Builders & Developers, Inc.
 Contact Dirk Wildt Address/ZIP N88 W16791 Main Street, Unit 1, Menomonee Falls, 53051 Phone # 262-502-9344
 E-mail Address cobblestone@cobblestone-bldrs.com E-mail Address where Agenda/Staff comments are to be sent. cobblestone@cobblestone-bldrs.com
 Name of Owner NFLDBA Cobblestone Builders Address/ZIP Same Phone# Same
 Owner Representative/Developer Dirk Wildt /Cobblestone Builders
 Proposed Use of Site Permanent Lannon Stone Sign Present Zoning PUD

<u>ACTION REQUESTED</u>	<u>FEE</u>	<u>SUBMITTAL REQUIREMENTS</u>	<u>TYPE OF INFORMATION DESCRIBED</u> (See page 5)	<u>PAPER COPIES</u>	<u>ZIP DRIVE (USB)</u>
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	1,2,3,6,10,20	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		
			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 S. Mistele-Wildt/Cobblestone Builders Signature  Date 5/30/19

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: Cobblestone Builders

For a property located at (address): Washington County CSM Doc # 1047909

Phone number of Business/Applicant: 262-502-9344

For (land use, activity, sign, site plan, other): Single family residences

Impact Mitigation (noise, smoke, dust, odors, etc. affecting adjacent properties): Normal levels of dust and noise that are generated during new home construction

Hours of Operation: 7am to 7pm Monday thru Saturday

Comprehensive/Master Plan Compatibility: Compliant

Building Materials (type, color): Siding - Fibercement, LP SmartSide Vinyl, Veneer Stone, brick, cultured stone, Soffit/Fascia - Aluminum, Fibercement, LP SmartSide, Roof - dimensional shingles, Trim - Miratec, LP SmartSide Colors - TBD, All subject to ACC approval

Setbacks from rights-of-way and property lines: Per site plan, 25'

Screening/Buffering: NA

Landscape Plan (sizes, species, location): 2-trees, bushes, shrubs, sod or seed per home owner selection + ACC approval

Signing (dimensions, colors, lighting, location): Monument sign at entry, low voltage lighting, Temporary sign about development at entry

Lighting (wattage, style, pole location and height, coverage): Photo cell controlled lamppost at each home site

Traffic flow, pedestrian circulation (curb to street width), (parking one/both/neither side(s), sidewalk/pedestrian way width and material): Two exits, 24' street width no sidewalks

Storm-water Management: Per master grading plan

Erosion Control: Silt fence or silt sock as required

Fire Hydrant Location(s): Onsite, per engineering

Knox Box, Posting Site (No Trespass signing), Emergency Telephone #'s: NA

Hazardous Material Storage: NA

Alarm Systems: NA

Site Features/Constraints: Tree lined perimeter, Partial lockout lots

Parking (no. of spaces, handicapped parking, and dimensions): Garage, driveway + street

Tree and shrub preservation: NA

Setbacks/height limitations: Front 25', Rear 25' + 15', Side 15', 35' height.

Wastewater Usage Projected: 1-RU per lot gal/year Water Usage Projected: 1-RU per lot gal/year

Duration and Review of Conditional Use (expiration, when reviewed: upon complaint, specified period): Continuous and reviewed upon complaint

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 _____

John Walther, Administrator

_____, Owner
Please print name



Real Quality • Real Value • Real People

N88 W16791 Main Street, Unit 1 · Menomonee Falls, WI 53051

E-mail cobblestone@cobblestone-bldrs.com · cobblestone-bldrs.com

May 23, 2019

Village of Jackson
N168 W20733 Main Street
Jackson, WI 53037

To Whom It May Concern:

It is our intent, Cobblestone Builders & Dev. Corp., to place a permanent sign adjacent to GlenBrooke Drive within the entrance median to Cobblestone Meadows Subdivision. This sign will be approx. 52" x 60" x 7" thick cut stone surface in Rustic Gold Natural, sawed bottom sandblasted and detailed in black with the words Cobblestone Meadows.

Respectfully,

Dirk Wildt
Cobblestone Builders & Developers, Inc.



Phone: 262.502.9344
N88 W16791 Main Street, Unit 1
Menomonee Falls, WI 53051
E-mail: cobblestone@cobblestone-bldrs.com
Web: cobblestone-bldrs.com

May 23, 2019

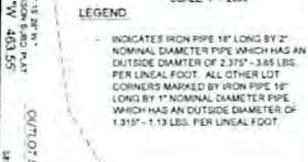
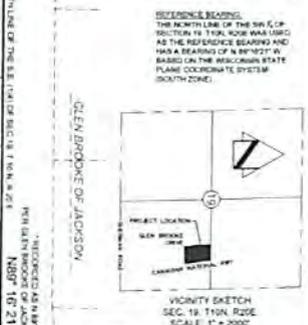
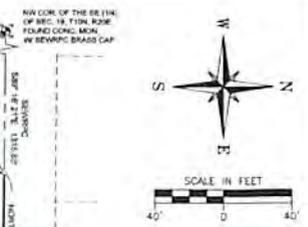
IMPACT STATEMENT

- A. N/A
- B. N/A
- C. N/A
- D. N/A
- E. 1- Permanent sign adjacent to GlenBrooke Drive within the Entrance median to Cobblestone Meadows Subdivision.
This sign will be approx. 52" x 60" x 7" thick cut stone surface in Rustic Gold Natural, sawed bottom sandblasted and detailed in black with the words Cobblestone Meadows.
- F. N/A
- G. N/A
- H. N/A
- I. N/A

COBBLESTONE MEADOWS

PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 19, TOWN 10 NORTH, RANGE 20 EAST,
VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN

All of Parcel 4 of Certified Survey Map No. 5727 recorded in Volume 41 of Certified Survey Map on Pages 329-331 inclusive as Document No. 1047909 in the Washington County Register of Deeds Office and all of Outlot 1 inclusive, being part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 19, Town 10 North, Range 20 East, Village of Jackson, Washington County, Wisconsin.



LEGEND
INDICATES RISE PIPE 1\"/>

SURVEYOR
JAHNKE AND JAHNKE ASSOCIATES, INC.
ATTN: PAUL J. JENSWOLD, PLS
JOHN R. STIGLER, PE
711 W. MORELAND BLVD
WAUKESHA, WI 53188
ATTN: (262) 542-5797
EMAIL: P.Jenswold@JahnkeAndJahnke.com

OWNER
NFI JACKSON, LLC
ATTN: JOE NIEBLER
19745 W GERHARDT RD
BROOKFIELD, WI 53045-2117



INSTRUMENT DRAFTED BY JOHN R. STIGLER
SHEET NO. 1 OF 3 SHEETS

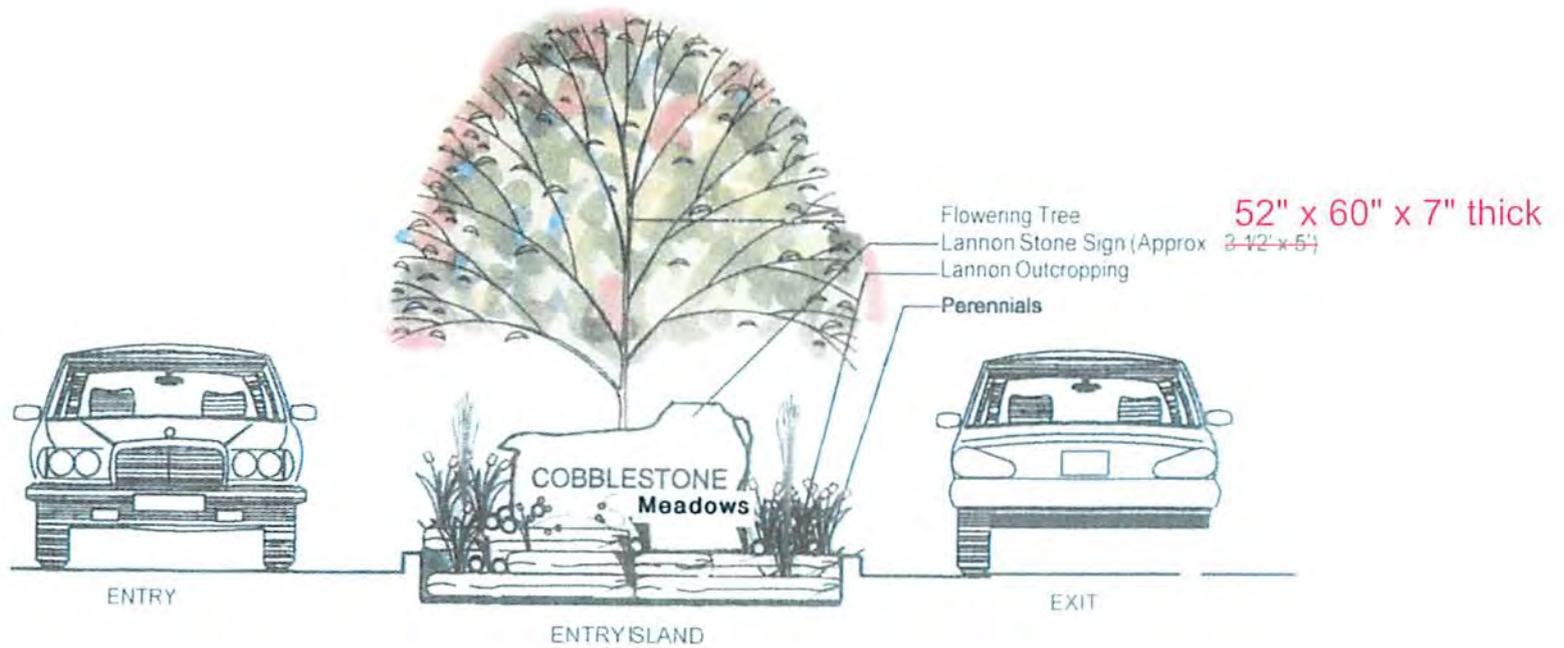


SURVEYOR NOTE
ALL DISTANCES HAVE BEEN MEASURED TO THE NEAREST TWO HUNDREDTH OF A FOOT AND COMPUTED TO THE NEAREST HUNDREDTH OF A FOOT. ANGLES HAVE BEEN MEASURED TO THE NEAREST THREE SECONDS AND COMPUTED TO THE NEAREST SECOND.

There are no objections to this plat with respect to Secs. 216-15, 216-16, 216-20 and 216-21(1) and (2), Wis. Stats. as provided by s. 216-12, Wis. Stats.
Certified _____ 2019
Department of Administration

PROJECT NUMBER: S-8713
PLOT/DC: 1/28/2019 4:34 PM
FILE NAME: S:\PROJECTS\SR15\DWG\SR15_FINAL_PLAT.DWG





SECTION PROFILE
 ENTRY SIGN AND LANDSCAPE
 COBBLESTONE BUILDERS, JACKSON, WI
 SCALE 1/4"=1'-0"
 Concept drawing ~~4/26/18~~ 5/23/19

ENTRY

EXIT

25 Sedum 'Autumn Joy' 4.5"

6 Hemerocallis 'Happy Returns' 1 gal.

Meadows

Cobblestone Trails Entry Sign 1 1/4"

Random Boulders

9 Karl Reed Grass

8 Little Princess Spirea

6 Broodmoor Junipers

1 Ivory Silk Tree 2" Cal.

7 Hemerocallis 'Happy Returns' 1 gal.

No Lighting

~~LIGHTING~~

Plants are for reference only at this time

ENTRY SIGN AND LANDSCAPE

COBBLESTONE BUILDERS JACKSON, WI
SCALE 1/4"=1'-0"

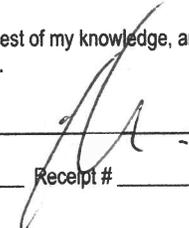
Concept drawing 4/26/17 5/23/19

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

Name of Applicant William E Holz Jr and/or Brenda A. Holz Phone # 262 364 4933
 Contact Bill Holz Address/ZIP _____
 E-mail Address wholzfamily@gmail.com E-mail Address where Agenda/Staff comments are to be sent. wholzfamily@gmail.com
 Name of Owner Bill Holz Address/ZIP N55W15483 Northway Dr Menomonee Falls WI 53051 Phone# 262 364 4933
 Owner Representative/Developer _____
 Proposed Use of Site homes + vacant land Present Zoning Res

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

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: William E. Holz Jr and/or Brenda A. Holz

For a property located at (address): C5M 6795

Phone number of Business/Applicant: 262 364 4933

For (land use, activity, sign, site plan, other): home sites + vacant land

Impact Mitigation (noise, smoke, dust, odors, etc. affecting adjacent properties): none

Hours of Operation: NA

Comprehensive/Master Plan Compatibility: Same

Building Materials (type, color): as per covenants + restrictions which are equal to or better than existing housing in the area

Setbacks from rights-of-way and property lines: as per village requirement per code or greater

Screening/Buffering: as existing

Landscape Plan (sizes, species, location): none at this time

Signing (dimensions, colors, lighting, location): none

Lighting (wattage, style, pole location and height, coverage): standard household lighting

Traffic flow, pedestrian circulation (curb to street width), (parking one/both/neither side(s), sidewalk/pedestrian way width and material): same as previously approve residential homes

Storm-water Management: as per existing

Erosion Control: not needed at this time

Fire Hydrant Location(s): as per existing

Knox Box, Posting Site (No Trespass signing), Emergency Telephone #'s: 262-364-4933

Hazardous Material Storage: none

Alarm Systems: not at this time

Site Features/Constraints: no known constraints, vacant land

Parking (no. of spaces, handicapped parking, and dimensions): NA

Tree and shrub preservation: plans call for the preservation, covenants require additions

Setbacks/height limitations: as per village ord./code or creator

Wastewater Usage Projected: standard home usage gal/year Water Usage Projected: standard home usage gal/year

Duration and Review of Conditional Use (expiration, when reviewed: upon complaint, specified period):

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 _____

John Walther, Administrator

_____, Owner

Please print name

Applications shall be submitted by 4:00 PM on the Friday of the month to be considered by the Planning Commission that month. In some cases, more than the number of copies on the face of this form will be required. Only complete applications shall be presented to the Planning Commission and the Village Board for action. Applications submitted without a pre-submittal conference risk delay by being incomplete.

The Planning Commission meets on the last Thursday of each month unless there is a conflict with a holiday. The Village Board meets on the second Tuesday of each month and will conduct a public hearing. A decision on the request could be made at that meeting.

EXPLANATION OF TYPES OF INFORMATION (From face of application form):

1. **Application Form: Must be submitted on a Zip Drive (USB).**
2. Letter of Intent: What you are requesting in your own words. (Be brief)
3. Mailing Labels: It is your responsibility to provide the Village with current owner addresses. If mailed notification is required for your application, an incorrect address may cause you a delay.
4. Proof of Property Ownership: A copy of a deed, tax notice, title insurance policy (first page), recorded plat, etc.
5. Impact Statement: In general, the following points represent most of the topics to be addressed in the impact statement. Specific points will be designated at the pre-submittal conference by staff.
 - A. Annual water consumption estimate (100% occupancy and build-out)
 - B. Annual sewage generation estimate (100% occupancy and build-out)
 - C. Vehicle trip generation (trips per day per unit x number of units)
 - D. Estimated numbers of vehicles and recreational vehicles to be stored and/or parked on site.
 - E. Proposed sign(s) (advertising business, industry, dwelling unit)
 - F. General hours of operation
 - G. Anticipated user profiles (for residential developments)
 - H. Proposed dates of construction and completion
 - I. Unusual conditions which warrant special attention (hazardous materials storage, fire hazards, odors, noise generation, etc.
6. Location Map: Show where the site is relative to a Village map.
7. Development Plan: Shows entire proposal on the site. Includes edge of pavement and/or back of the curb line, sidewalks (existing and proposed), footprints of the structure, drives, parking spaces and fencing, locations of accessory uses, dimensions, etc. Landscape plans and water/sewer/storm plans may be shown combined on the plan if the composition is easily read and understood.
- 8/9. Plat Map: Prints of the preliminary and final (recordable plat), with proper signature blocks.
10. Certified Survey Map: A recordable instrument showing the legal and mapped description of the land division.
11. Annexation Petition/Attachment Request: Shows owner is supporting the annexation.
12. Annexation Map: A recordable map having the legal and mapped description of the parcel to be annexed.
13. Sketch Plan: An informal drawing depicting the proposal for discussion purposes.
14. Landscape Plan: Shows location, size, type, botanical name & common name of proposed trees & shrubs. Also calls out surface treatments. Shows walls, fences & details.
15. Grading/Drainage Plan: Shows original & proposed grades & runoff calculations based on a 10-year storm. It is usually combined with a Storm Sewer Plan. (storm sewer system, ditches, culverts, etc.)
16. Water/Sewer/Storm Sewer Plans: Shows size and location of proposed water mains & fire hydrants; size and location of the proposed sanitary sewer collection system with gradient profiles and invert elevations; shows the proposed storm drainage system as in 15.
17. Street Crossing Sections: Section shows curb, gutter, paving, and sidewalk relative to the right-of-way width.
18. Erosion Control Plan: A map of existing site conditions on a scale of at least 1-inch equals 100 feet showing the site, boundaries and immediately adjacent areas which accurately identify site locations.
19. Proposed Colors and Materials: Submit samples of exterior colors and materials.
20. Improvement Agreement: An agreement between the developer and the Village determining park dedications and the responsibilities for street, water, sewer, and the storm sewer improvements and extensions.
21. Annexation Agreement.

MEETINGS AT WHICH THE REQUEST IS BEING HEARD SHOULD BE ATTENDED BY THE APPLICANT OR A REPRESENTATIVE IN ORDER TO RESPOND TO QUESTIONS AND AVOID DELAYS IN THE APPROVAL PROCESS.

Scope of new CSM for Holz / Highland Road

This is a reduction in the size of Lot #1 through the reconfiguration of Lot #2 and the creation of Lot #4

Lot #1 = see area in orange

- This lot will now have a more traditional and usable shape
- It will still be in excess of 5 acres

Lot #2 = see area in yellow

- Increasing in size by approximately .5 acre
- The portion of Lot #1 that is to the north of Lot#3 will be rolled into Lot #2 to create a larger lot approximately 1.5 acres in size
- This is necessary to avoid having a land lock portion of Lot #1

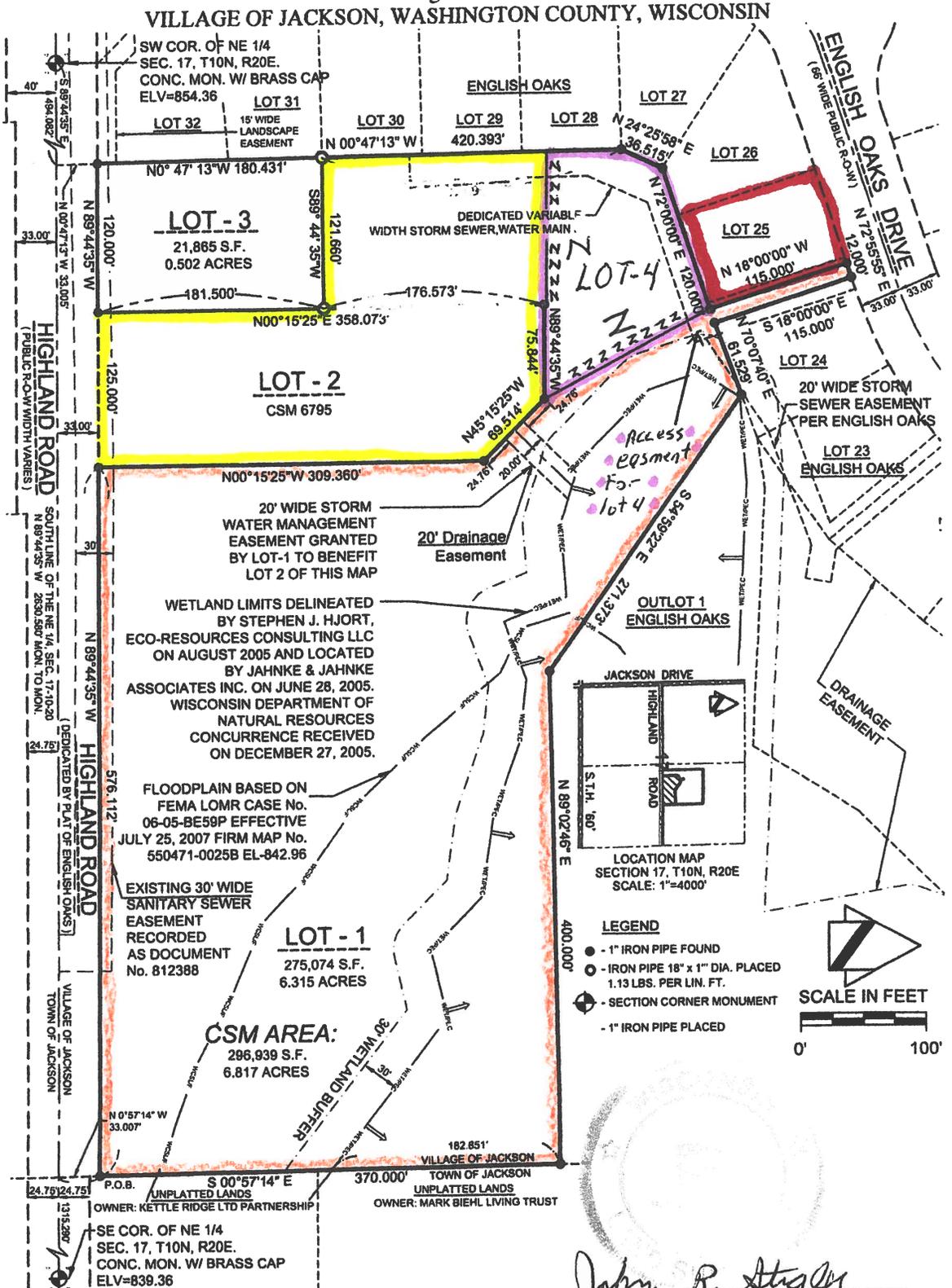
Lot #4 = see area in purple

- This is a newly created lot
- This lot was purchased by Jeff & Tiffany Baken the owners of the home in English Oaks Lot #25 that abuts Lot 4 to the North (see area marked in red)
- This lot has covenants on it that do not allow a dwelling unit to be constructed on the property
- An access easement, while unnecessary has been provided.

This was discussed with staff in proactive fashion prior to the sale of the property. While this could be done through an adjoining land transfer the owners are taking the steps necessary to have a CSM created.

CERTIFIED SURVEY MAP NO. _____ Sheet 1 of 4
 Being a Remapping of Lot 33 of English Oaks, a recorded subdivision and a redivision of Lot 1 of
 Certified Survey Map No. 6795 being part of the SW 1/4 of the NE 1/4 of Section 17, Town 10 North,
 Range 20 East

*Holz
New state
highlighted.*



REFERENCE BEARING: THE SOUTH LINE OF THE NORTHEAST 1/4 OF SEC. 17, T10N, R20E WAS USED AND HAS A BEARING OF S 89°44'35" E BASED ON WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) NAD-27
 FILE NAME: S:\projects\S8536\dwg\S8536 CSM.dwg
 P.S. WASHINGTON 1033

John R. Stigler
 JOHN R. STIGLER - Wis. Reg. No. S-1820
 DATED this 3rd DAY OF NOVEMBER, 2017
 REVISED THIS 18th DAY OF MARCH, 2019
 INSTRUMENT DRAFTED BY JOHN R. STIGLER

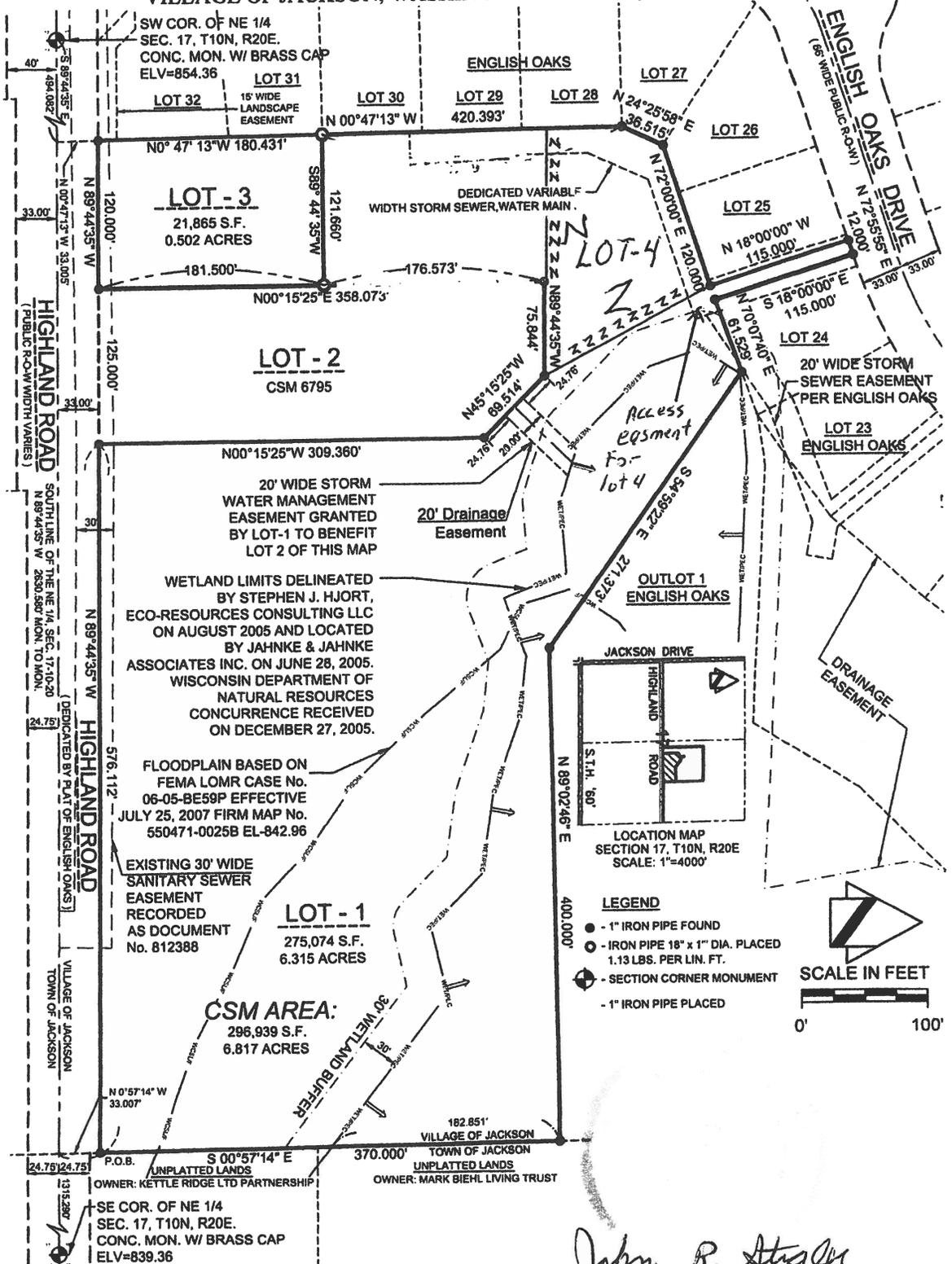
CERTIFIED SURVEY MAP NO. _____

Sheet 1 of 4

Being a Remapping of Lot 33 of English Oaks, a recorded subdivision and a redivision of Lot 1 of Certified Survey Map No. 6795 being part of the SW 1/4 of the NE 1/4 of Section 17, Town 10 North, Range 20 East

VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN

Holz new state



REFERENCE BEARING: THE SOUTH LINE OF THE NORTHEAST 1/4 OF SEC. 17, T10N, R20E WAS USED AND HAS A BEARING OF S 89°44'35" E BASED ON WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) NAD-27
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INSTRUMENT DRAFTED BY JOHN R. STIGLER



Highland Rd

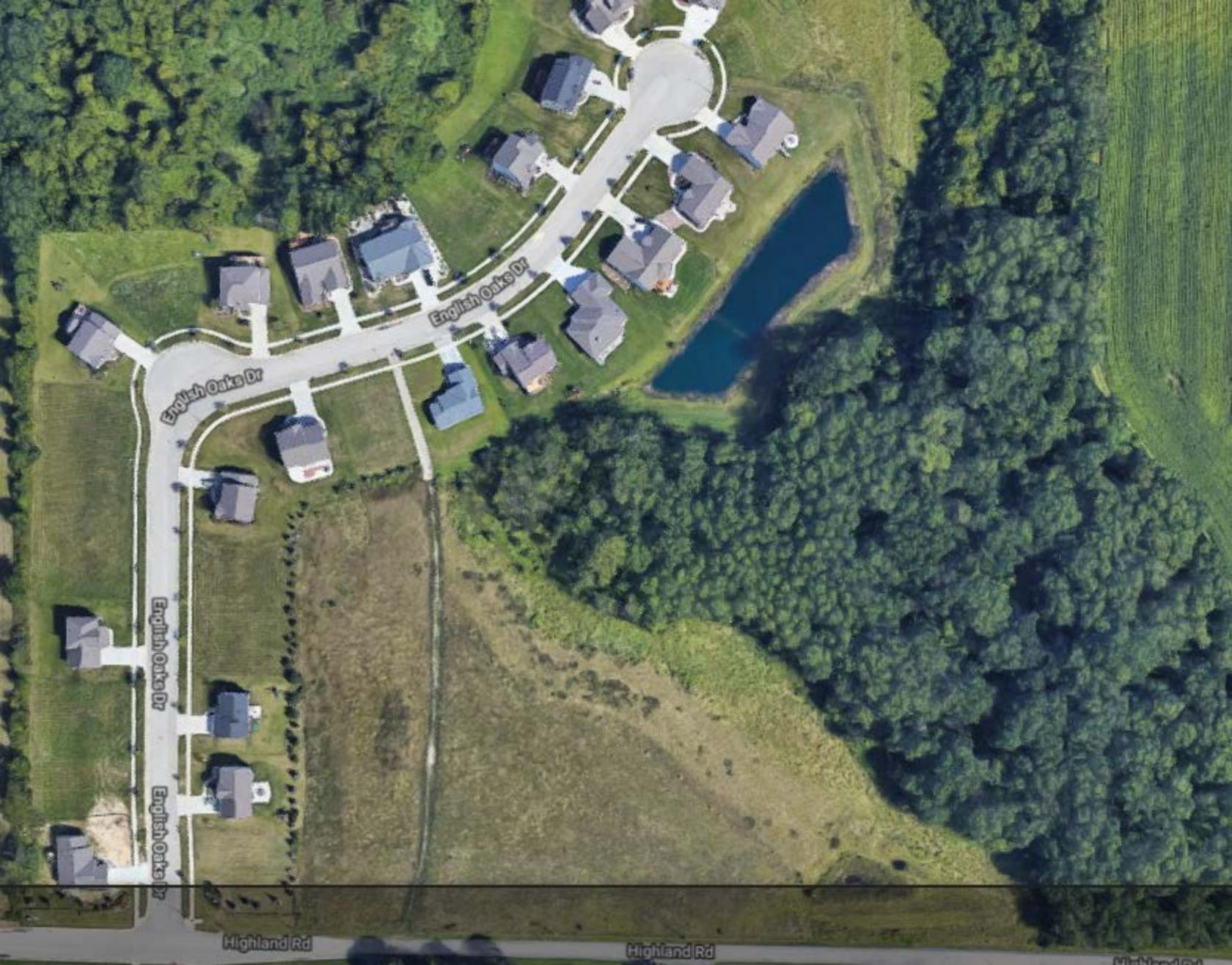
Highland Rd

Highland Rd

Highland Rd

Highland

Google



English Oaks Dr

English Oaks Dr

English Oaks Dr

English Oaks Dr

Highland Rd

Highland Rd

Midland Rd



English Oaks Dr

Highland Rd

Highland Rd

Highland Rd

Google

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2019, by and between Dittmar Realty, Inc. (“Developer”), and the Village of Jackson, a municipal corporation of the State of Wisconsin, located in Washington County, (“Village”).

WHEREAS, the Developer is the owner of 76 acres which has been zoned and approved for 125 single-family development in the Village of Jackson, Washington County, Wisconsin, as follows:

**MAPLEWOOD FARMS SUBDIVISION PHASE 1
See EXHIBIT “A” Attached Hereto
for legal description**

WHEREAS, the Developer is planning on developing 37 lots in the first phase; and

WHEREAS, the Village Board has approved the plan for the development of the property (“Plan”) on the condition that the Developer enter into an Agreement with the Village relative to the manner and method by which the Plan will be developed in accordance with the Village of Jackson Municipal Code; and

WHEREAS, the parties agree that the Developer shall be responsible for installing the public improvements on the site, as outlined below, but that all remaining improvements, including structures, private roadways, and private landscaping, shall become the responsibility of the builder(s) who is developing the real property that is the subject of this Agreement;

NOW, THEREFORE, in consideration of the approval by the Village of the Plan prior to the completion and installation of all required improvements, it is agreed as follows:

SECTION I. IMPROVEMENTS

- A. **Phasing.** The public improvements within the project shall be completed in phases (Phase 1) in accordance with the plan attached hereto (**see Exhibit “B”**).
- B. **Streets.**
 - 1. Developer shall complete the roadways in accordance with Exhibit “B” by December 31, 2019, except the final course of asphalt, including underground utilities prior to issuance of building permits within the site, other than the building permits for the model homes referred to in Section IV, B.2.
 - 2. The second course of asphalt shall be installed no later than 12 months following the installation of the first course of asphalt, or as directed by the Village Engineer.
- C. **Sanitary Sewer.**

1. The Developer shall furnish, construct, and install sanitary sewer system in accordance with the design plans prepared by RASmith Engineering and as approved by the Village Engineer.
2. All sanitary sewer main and lateral construction shall be done in accordance with standard specifications of the Village and shall be completed prior to the application of the first lift of asphalt street paving.
3. The Developer or subsequent builders are responsible for connecting sanitary sewer laterals to the building structure.
4. Sanitary sewer connections shall be determined to occur at the time each building permit is issued and shall be paid according to the connection fee in effect at the time each building permit is issued, by the builder requesting each permit.

D. Water Distribution

1. The Developer shall furnish, construct and install water mains in accordance with the design plans prepared by RA Smith and as approved by the Village. If a water main in excess of 12 inches is required, the Village is responsible for the cost of oversizing. Costs shall be paid within 45 days of receiving a detailed billing from the Developer.
2. All water main and service lateral construction by Developer shall be done in accordance with standard specifications of the Village and shall be completed prior to the application of the first lift of asphalt street paving.
3. Water connection charges shall be determined at the time each building permit is issued and shall be paid by the builder requesting the connection according to the connection/impact fee in effect at the time each building permit issued.
4. The Developer or subsequent builders are responsible for connecting water laterals to the building structure.

E. Storm Sewer.

1. The Developer shall furnish, construct, and install surface/storm water system in accordance with the design plans prepared by RASmith Engineering and as approved by the Village Engineer.
2. All storm water system construction shall be done in accordance with Village standards and shall be completed prior to the application of the first lift of asphalt street paving.
3. Each lot shall have a separate storm sewer lateral for sump pump discharge. The discharge shall terminate in the storm sewer system or ditch line.

F. Pedestrian Path.

Developer shall cause to be installed a common pedestrian trail system in accordance with the plan attached hereto (see Exhibit “B”).

G. Sidewalks.

The Developer agrees to construct and install sidewalks on both sides of the streets as per the approved Engineering plans in accordance with the standard specifications of the Village.

H. Erosion Control Plan.

The Developer shall comply with the erosion control plan prepared by RASmith Engineering, which conforms to the provisions of the Village of Jackson Municipal Code.

I. Grading Plan.

The site shall be graded in conformity with the Developer’s grading plan as approved by the Village Engineer. Following completion of all public improvements, Developer shall provide the Village with an as-built grading plan.

J. Landscaping.

The Developer shall comply with the landscaping plan, which is to be submitted to and approved by the Village.

K. Completion Date.

All public improvements on the site for which a completion date is not otherwise specified, other than the final lift of asphalt paving, shall be completed prior to the issuance of building permits, other than for the model homes referred to in Section IV.B.2., as per Village Code.

L. Installation of Improvements.

Following the completion date set forth in the preceding paragraph, the Village may replace, repair, or construct, or arrange for the replacement, repair, or construction, of any public improvements not installed by the Developer, in accordance with this Agreement and the Village’s standard specifications. Prior to proceeding with such replacement, repair, or construction, the Village shall give the Developer notice of any deficiency in the Developer’s performance and allow not less than 30 days for the Developer to correct such deficiency. The Developer shall reimburse the Village for its costs in connection with such replacement, repair, or construction.

M. Signs.

Developer may apply for and place its temporary promotional signs on the Developer's property, if approved by the Village, until the models are sold.

N. Street Lamps

The Developer agrees to pay the cost of the installation of the street lamps and the restoration required due to the installation of underground wiring per the Village developed plan. The Village of Jackson will select, and design the type and location of the street lamps used for the Subdivision. The Village of Jackson will hire a contractor for the installation. The Street Lamps will be owned and maintained by the Village of Jackson.

SECTION II. APPROVAL AND TRANSFER OF IMPROVEMENTS

A. Inspection.

All utility construction shall be inspected and tested by the Village Engineer or a consultant retained by him to assure that it complies with all construction and improvement requirements of the Village. Before any sureties are released to the Developer, the Village Engineer shall report the satisfactory completion and recommend acceptance of all improvements to the Board of Public Works and Village Board. The Village Engineer shall review any written requests from the Developer and respond in writing within 30 days of receiving said letter indicating acceptance or reasons for denial of acceptance of said improvements. The Developer shall pay the actual cost of such inspections as required by Section 38.14(f) of the Village of Jackson Municipal Code (see Exhibit "C").

B. As-Built.

After completion of all public improvements within the site, and prior to final acceptance of said improvements by the Village, the Developer shall prepare and present as-built documents in accordance with Section 38-209 of the Village of Jackson Municipal Code. As-builts shall be submitted on electronic media compatible with the Village's CAD system software, in addition to providing a reproducible medium to the Village Engineer.

C. Dedication.

Subject to all of the other provisions of this Agreement and the exhibits hereto attached, the Developer shall, upon completion of all of the above described public improvements, unconditionally, and without charge to the Village, grant, convey, and fully dedicate the same to the Village, its successors and assigns forever, free and clear of all encumbrances whatsoever; together with (without limitation because of enumeration) all land, structures, mains, conduits, pipes, lines, plant machinery, equipment, and appurtenances which may in any way be a part of or pertain to such improvements, together with any and all necessary easements for access thereto.

D. Acceptance.

Following completion and dedication of the improvements and upon written request by the Developer, the Village shall report inspection and completion of the improvements to the next scheduled meetings of the Board of Public Works and Village Board. The Village shall thereupon accept such improvements in accordance with Section 38-184 of the Village of Jackson Municipal Code. The Village shall thereafter have the right to connect or integrate other utility facilities with the facilities provided hereunder without payment or award to, or consent required of, the Developer. The Village Clerk shall provide the Developer with a certified copy of the Village Board Resolutions accepting improvements hereunder which the developer may record to evidence compliance with this Agreement.

E. Street and Pedestrian Path Grades.

Prior to construction, the Village shall establish the grade of all streets and pedestrian path in accordance with Section 36-26 of the Village of Jackson Municipal Code, and as approved by the Village Engineer.

F. Improvement Guarantee.

The Developer agrees to guarantee all improvements installed by it against defects in materials or workmanship which appear within a period of one year from the date of acceptance by the Village as herein provided and shall pay for any damages resulting therefrom to Village property.

G. Title Evidence.

Prior to recording of the Final Plat, the Developer shall provide the Village with title evidence acceptable to the Village showing that upon recording, the Village shall have good, indefeasible title to all interests in land dedicated or conveyed to the Village by the Plat, this Agreement or other instruments required by this Agreement.

H. As-Built Alterations or Repairs.

If the public improvements as installed by the Developer, even if in accordance with the approved plans, do not function or perform properly in the field as determined by the Village Engineer within the 1-year guarantee period, the Developer shall at its expense make such repairs or alterations as required by Village Engineer. If the Developer fails to make such alterations or repairs as reported during the 1-year guarantee period, then the Village will make the same and charge the Developer and/or draw on the Developer's letter of credit.

SECTION III. FINANCIAL GUARANTEE

A. Letter of Credit.

Prior to the commencement of any public improvements, the Developer shall provide to the Village a formal letter of credit issued pursuant to Wisconsin Statutes which shall assure the faithful performance of the Developer's obligations under this Agreement as itemized in **Exhibit D**, attached hereto and incorporated herein by reference. The amount for the letter of credit shall be 115% of the amount of the estimated total of the contracts for each phase for the installation of public improvements as approved by the Village Engineer. The amount of the letter of credit may be reduced from time to time by the Village Administrator in amounts equal to the value of improvements, which have been installed, completed, and accepted by the Village. The letter of credit shall be payable to the Village and shall be conditioned upon and guarantee to the Village the performance by the Developer of its obligations under this Agreement. The letter of credit shall be approved as to form by the Village Attorney.

B. Preservation of Assessment Rights.

In the event of a default by Developer under this agreement, and in addition to other remedies provided to the Village by this Agreement, the Village shall have the right without notice or hearing, to impose special assessments for any amount to which the Village is entitled by virtue of this Agreement. This provision constitutes the Developer's consent to the installation by the Village of all public improvements required by this Agreement and constitutes the Developer's waiver of notice and consent to all special assessment proceedings as described in Sec. 66.0701, Wis. Stats. In addition, if any of the common areas within the site are not maintained by the homeowner's association created by the Developer in a manner acceptable to the Village, the Village shall have the authority to provide the maintenance and charge the proportionate costs thereof against each unit within the Development as a special assessment or special charge pursuant to Section 66.0701 Wis. Stats.

C. Remedies Not Exclusive.

The remedies provided in this section are not exclusive. The Village may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.

SECTION IV. PERMITS AND FEES

A. Park Fees.

The Developer agrees the park impact fees shall be paid according to the connection/impact fee in effect at the time each building permit is issued and shall be paid at the time of building permit issuance, by the builder making the permit application.

B. Building Permits.

1. Maplewood Subdivision is zoned PUD-Residential with the minimum requirements of the R-5 zoning. Homes will have the minimum setback requirements Zone C (Lots 1-10):

- Road Setback = 25’ on local streets
- Rear Yard = 25’
- Side Yard = 10’

Homes will have the minimum setback requirements Zone A (Lots 11-37):

- Road Setback = 25’ on local streets
- Rear Yard = 25’
- Side Yard = 8’

2. Building permits within the site, other than building permits for model homes pursuant to subsection 2 below, will not be issued by the Village for residential construction until the Developer has installed and the Village has accepted all improvements within the phase except the final course of asphalt.

3. Notwithstanding anything contained herein to the contrary, the Builder is authorized to receive up to **three** early issue building permits to facilitate model home construction. All such homes shall be initially planned for model home use. The model homes may not be occupied for residential living purposes until the Developer has installed and the Village has accepted all public improvements within the phase, except the final course of asphalt. The model homes may continue as model homes until sold.

C. Developer’s Responsibility for Work.

The Work within the site shall be under the charge and care of the Builder and Developer until the public improvements serving the site have been accepted by the Village.

D. Insurance Requirements.

General: The Developer shall obtain insurance acceptable to the Village as required under this section. The Developer shall maintain all required insurance under this section until improvements have been accepted and during any subsequent period in which the Developer does work under this Agreement pursuant to the improvement guarantee or otherwise.

Certificates of Insurance: Where the Village does not specify other limits for liability insurance, the minimum limits of liability shall be as follows:

Employer’s Liability (if applicable)	\$100,000.00 per occurrence
Comprehensive Motor Vehicle Liability, Bodily Injury and Property Damage combined (if applicable)	\$1,500,000.00 per accident

Comprehensive General Liability	
Bodily Injury	\$1,500,000.00 per accident
Property Damage Combine	\$1,000,000.00 aggregate

The Developer may furnish coverage for bodily injury and property damage for Comprehensive Motor Vehicle Liability and Comprehensive General Liability through the use of primary liability policies or in a combination with an umbrella excess third party liability.

SECTION V. LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY

A. Laws To Be Observed:

The Developer shall at all times observe and comply with all federal, state, and local laws, regulations, and ordinances which are in effect or which may be placed in effect, which may affect the conduct of the work to be accomplished under this Agreement (“Work”). He shall indemnify and save harmless, the Village and all its agents, officers, and employees, against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether by himself or his agents, employees, or contractors. The Developer shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the work to be completed under this Agreement.

B. Public Protection and Safety.

The Developer shall be responsible for all damage, bodily injury, or death arising out of the Work whether from maintaining an “attractive nuisance” or otherwise. Where apparent or potential hazards occur, incident to his conduct of the Work, the Developer shall provide other reasonable safeguards.

Owner’s Protective Liability (Independent Contractor Insurance):

The liability limits shall be the same as those of the Comprehensive General Liability Policy.

Insurance required under this Agreement shall be carried with an insurer authorized to do business in Wisconsin by the Wisconsin State Insurance Department. The Village reserves the right to disapprove any insurance company.

E. Indemnification.

The Developer shall indemnify and hold harmless the Village, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney’s fees arising out of or resulting from the performance of the work, provided that any such claim,

damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part, by any negligent act or omission of the Developer, his Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; provided, however, that such indemnification shall not extend to directions by the Village of its employees to perform acts if the acts are performed in accordance with such direction. A claim for indemnification under this section shall be conditioned upon the Village giving to the Developer, within five business days of receiving the same, written notice of any claim made against the Village which indemnification is sought, and if requested to do so by the Developer's insurance carrier, the Village shall tender the defense of such claim to the Developer's insurance carrier. In any and all claims against the Village, its officers, agents, and employees, by any employee of the Developer, his Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer, the Contractor, or any Subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefits acts.

F. Personal Liability of Public Officials.

In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the Village officers, agents, or employees, it being understood and agreed that in such matters they act as agents and representatives of the Village.

SECTION VI. MISCELLANEOUS PROVISIONS

A. Survey Monuments.

The Developer has certified that all survey or other monuments required by statute or ordinance will be properly placed and installed. Any monuments disturbed during construction of improvements shall be restored by Developer.

B. Zoning.

The Village does not guarantee or warrant that the lands subject to this Agreement will not at some later date be rezoned, nor does the Village agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this Agreement.

C. Indemnification for Environmental Contamination.

The Developer shall indemnify, defend, and hold the Village and its officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the Village by, under, pursuant to, or in connection with the Plat or this agreement (including, but not limited to, street right of way and park land) of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of all improvements. Without limiting the generality of the foregoing, the indemnification by the Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether in the soil, groundwater, air, or any other receptor.

The Village agrees that it will immediately notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the real property. The Village also agrees that following notification to the Developer that contamination may exist, the Village shall make all reasonable accommodations to allow the Developer to examine the real property and conduct such clean-up operations as may be required by appropriate local, state, or federal agencies to comply with applicable laws.

D. Easements.

All water, sanitary sewer, storm water drainage, and utility easements dedicated to the Village on the Plat grant the Village the right to construct, install, maintain, inspect, repair, and replace the designated improvements in, on, over or under the easement or permit others to do so. No use of the property shall be made which interferes with the Village rights. The Village's only obligation to restore the property after any use by the Village shall be to grade the soil, replace topsoil, and plant grass seed.

E. Trash Container.

A standard Village trash container and recycling bin will be provided by the Village at the time of the Certificate of Occupancy is issued for each residential unit contracted for trash and recycling pickup.

F. Pond and Common Areas.

Detention ponds as approved by the Village for this development shall be transferred to a homeowner's association created by Developer. The Developer shall maintain the detention pond and the common areas until they are transferred to the homeowner's association. Upon transfer to the homeowner's association, the homeowner's association shall be responsible for maintaining the pond and the common areas. The Village shall be a party entitled to enforce the obligations of all members of the homeowner's association.

G. Exhibits.

- “A” Legal Description of Property
- “B” Site Plan / Phasing Plan for Phase 1, 2, 3 and 4
- “C” Section 38-14 of Municipal Code
- “D” Itemization of Bond

SECTION VII. APPROVAL

The Village shall, contemporaneously, with the approval of this Agreement, approve the Plat and cause the same to be signed and endorsed by the appropriate officers. The Developer shall thereupon provide the Village with a conformed mylar copy of the Plat in accordance with Section 38-85 of the Village of Jackson Municipal Code.

SECTION VIII. AMENDMENTS

The Village and the Developer may, by mutual consent, amend this Developer’s Agreement.

SECTION IX. BINDING EFFECT

The Developer warrants that it is the owner of all property described in Exhibit A and has full right and authority to make this Agreement. This Agreement and the grants, consents, and waivers contained herein shall run with the land and be binding upon the Developer and its successors and assigns including all individual lot owners within the plat.

PALOROMA FARMS, LLC C/O DITTMAR REALTY.

Dated: _____

By: _____
Kevin S. Dittmar, Developer

Subscribed and sworn to before me
on , 20

{Print name of signer}

Notary Public, State of Wisconsin
My Commission expires/is:

VILLAGE OF JACKSON

Dated: _____

By: _____
President, Michael E. Schwab

Attest:

Dated: _____

By: _____
John M. Walther, Administrator

Subscribed and sworn to before me
on , 20

{Print name of signer}

Notary Public, State of Wisconsin
My Commission expires/is:

This document was drafted by:
Village of Jackson
Brian W. Kober, P.E., Village Engineer

Please return recorded document to:
Village of Jackson
PO Box 637
N168 W20733 Main Street
Jackson, WI 53037

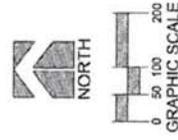
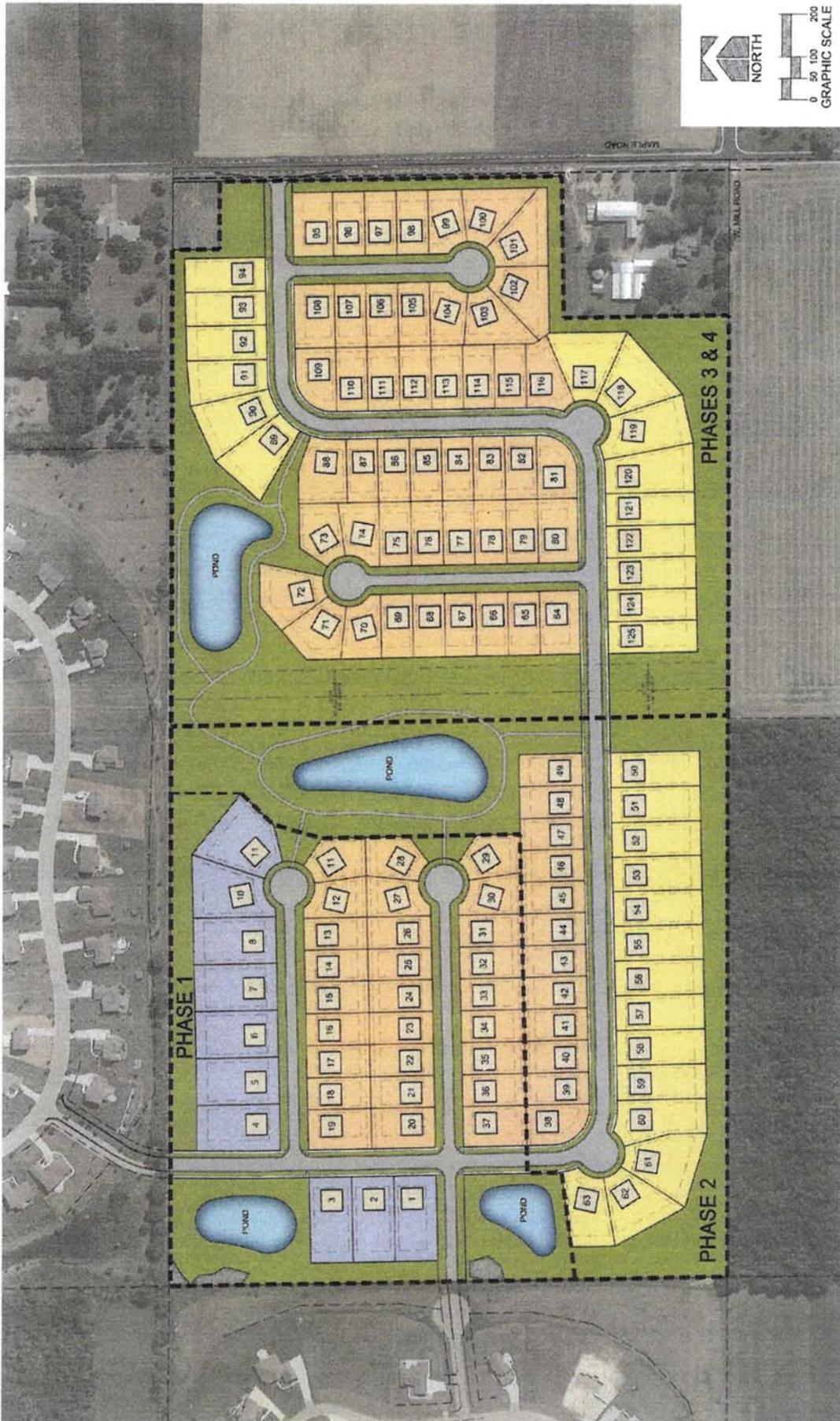
"Exhibit A"

Legal Description of the Property

Situated on Maple Road in the Village of Jackson, Washington County, Wisconsin

Part of the southeast $\frac{1}{4}$ and all of the southwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of section 29, town 10 north, range 20 east, Village of Jackson, Washington County, Wisconsin

EXHIBIT B



Sec. 38-14. - Fees.

EXHIBIT C

- (a) *Generally*. The subdivider shall pay the village all fees required at the times specified. All fee and penalty amounts shall be specified by resolution of the village board.
- (b) *Preliminary plat fee review fee*. The subdivider shall pay an application fee and a fee for each lot or parcel within the preliminary plat, as set forth by resolution, to the village treasurer at the time of first application for review of any preliminary plat to assist in deferring the cost of review. The application fee shall be paid to the village treasurer at the time of reapplication for approval of any preliminary plat which has been previously reviewed.
- (c) *Final plat review fee*. The subdivider shall pay a fee, as set forth by resolution, for the application and for each lot within the final plat, to the village treasurer at the time of application for approval of the plat to assist in defraying the cost of review. A reapplication fee, as set forth by resolution, shall be paid to the village treasurer at the time of a reapplication of any plat for approval which has been previously reviewed.
- (d) *Certified survey map review fee*. The subdivider shall pay a fee, as set forth by resolution, to the village treasurer at the time of application for approval of a certified survey map to assist in defraying the cost of review.
- (e) *Plan review fee*. The subdivider shall pay a fee at the time of submission of improvements plans and specifications to partially cover the cost to the village of checking and reviewing such plans and specifications. This fee shall be estimated, using actual costs by staff. The fee may be recomputed upon demand of the subdivider or village engineer, after completion of improvement construction in accordance with the actual cost of such improvements, and the difference, if any, shall be paid by or remitted to the subdivider. Evidence of cost shall be in such detail and form as provided by the village engineer.
- (f) *Inspection fee*. The subdivider shall pay a fee equal to the actual cost to the village for such inspection as the village engineer deems necessary to assure that the construction of the required improvements is in compliance with the plans, specifications and ordinances of the village or any other governmental authority. Inspection fees shall be paid as they are accrued.
- (g) *Engineering fee*. The subdivider shall pay a fee equal to the actual cost to the village for all engineering work incurred by the village in connection with the plat and such fees shall be paid as they accrue. Engineering work may include the preparation of construction plans and standard specifications. The village engineer may permit the subdivider to furnish all, some or part of the required construction plans and specifications, in which case no engineering fees shall be levied for the preparation of such plans and specifications, except that fees shall be leviable for the review of plans submitted in accordance with this chapter.
- (h) *Administrative fee*. The subdivider shall pay a fee equal to the cost of any legal, administrative or fiscal work which may be undertaken by the village in connection with the

EXHIBIT C (CONTINUED)

plat and such fees shall be paid as they accrue. Legal work shall include the drafting of contracts between the village and the subdivider.

- (i) *Erosion control fee.* The subdivider shall pay a fee, as set forth by resolution, for the application and for each lot within the final plat, to the village treasurer at the time of application for construction of said plat to assist in defraying the cost of review.

(Prior Code, § 15.07)

Exhibit D
Maplewood Subdivision
Letter of Credit Amount

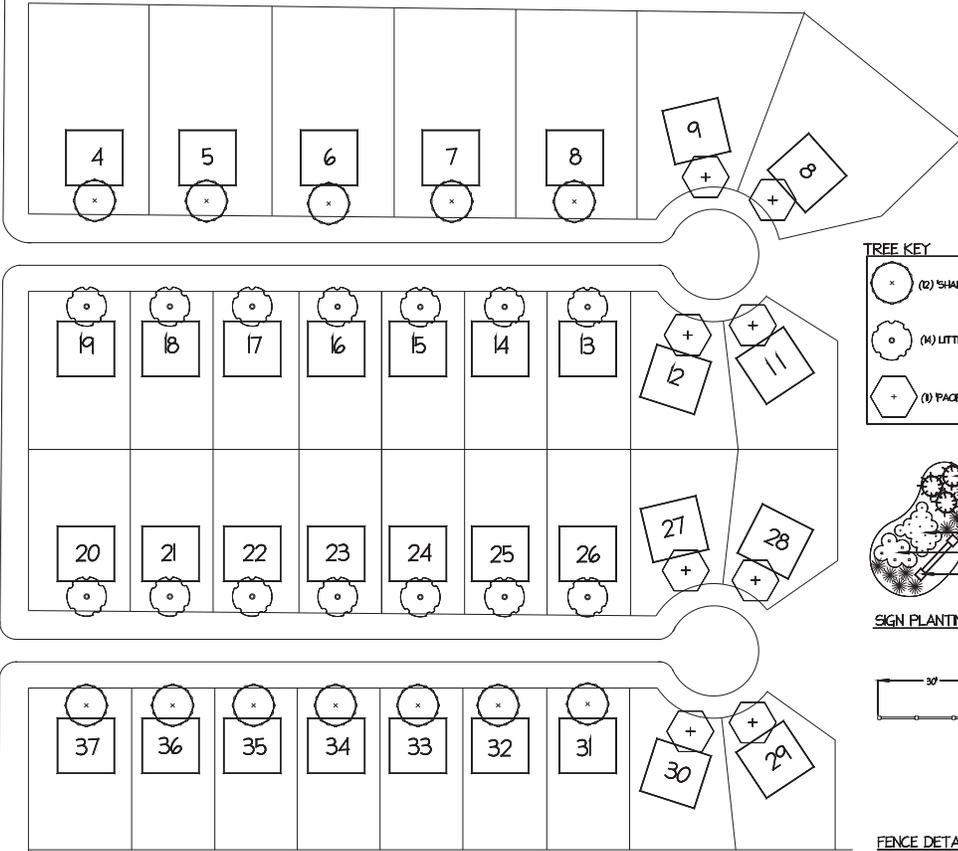
Category	Amount
Grading and Erosion Control	\$328,000.00
Sanitary Sewer and Laterals	\$381,627.00
Watermain and Laterals	\$267,140.00
Storm Sewer	\$114,488.00
Asphalt Binder Course & Stone Base	\$240,162.00
Asphalt Surface	\$69,660.00
Curb and Gutter and Sidewalk	\$67,352.00
Street Trees (37 @ \$250)	\$9,250.00
Sub-Total	\$1,477,679.00
15% (Village of Jackson)	\$221,651.85
Total	\$1,699,330.85



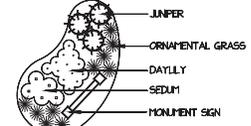
Date: 05-21-2019
 Scale: 1" = 40'-0"
 Designer: Bob Diehl
 Rev/Date:

MAPLEWOOD FARMS SUBDIVISION SLINGER, WISCONSIN

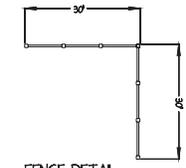
The drawings have been prepared for the individual named above, and subject to LaRosa Landscape Company, Inc. Any reproduction or modification of any of the drawings without consent from LaRosa Landscape Company, Inc. is a violation of copyright law.



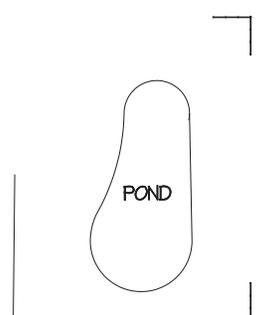
- TREE KEY**
- (2) SHADEMASTER HONEYLOCUST
 - (4) LITTLELEAF LINDEN
 - (1) PACIFIC SUNSET MAPLE



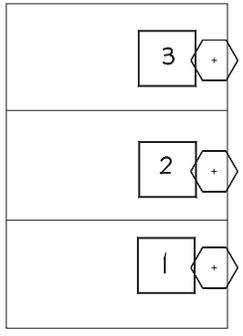
SIGN PLANTING



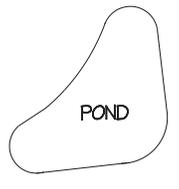
FENCE DETAIL



NOTE DECORATIVE WHITE 2-RAIL PVC FENCE (4 TOTAL)



NOTE MONUMENT SIGN IN PLANTINGS



**APPROVED MINUTES
Village Board Meeting
Tuesday, May 14, 2019 at 7:30 p.m.
Jackson Village Hall
N168W20733 Main Street
Jackson, WI 53037**

1. Call to Order and Roll Call.

Pres. Schwab called the meeting to order at 7:30 p.m.
Members Present: Trustees Emmrich, Kruepke, Kurtz, Lippold, Malcolm and Olson.
Staff present: Collin Johnson, Brian Kober, Chief Swaney, Kelly Valentino, Chief Vossekuil, John Walther, Jilline Dobratz and Village Attorney Matt Parmentier.

2. Pledge of Allegiance.

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

3. Any Village Citizen Comment on an Agenda Item.

None.

4. Public Hearing – Conditional Use Permit (CUP) – Event Horizon Tattoos – Richard Malnory – Tattoos & Body Piercing

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

Motion by Pres. Schwab, second by Tr. Olson to approve the Conditional Use Permit (CUP) – Event Horizon Tattoos – Richard Malnory – Tattoos & Body Piercing.

Tr. Kurtz inquired on location. Richard Malnory stated they are to the right of Sonya's Rose.
Vote: 7 ayes, 0 nays. Motion carried.

5. Approval of Minutes for the Village Board Meeting of April 9, 2019 and Special Village Board of April 16, 2019.

Motion by Tr. Olson, second by Tr. Lippold to approve the Village Board Minutes of April 9, 2019 and Special Village Board of April 16, 2019.

Vote: 7 ayes, 0 nays. Motion carried.

6. Committee Member Appointment – Plan Commission

Motion by Pres. Schwab, second by Tr. Lippold to approve the Committee Member Appointment - Plan Commission, Dan Reik be appointed to a two-year term to end in 2021.

Vote: 7 ayes, 0 nays. Motion carried.

7. Resolution #19-07 – Approving Appointment of Interim Judge for the Mid-Moraine Municipal Court.

John Walther stated the current Judge of the Mid-Moraine Municipal Court was recently elected as an Ozaukee County Circuit Court Judge. His term will end with Mid-Moraine Municipal Court on July 31, 2019. The Administrative Committee went through interviews and is recommending the appointment of Ms. Christine Ohlis from Waukesha County.

Motion by Pres. Schwab, second by Tr. Olson to approve the Appointment of Interim Judge for the Mid-Moraine Municipal Court.

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

8. Approval of Licenses

- Class B Picnic License:
Jackson Festivals, Inc. – Action in Jackson June 7-June 8, 2019
- Entertainment Licenses:
Jackson Festivals, Inc. – Action in Jackson June 7-June 8, 2019
Jackson Parks & Recreation – Community Events Throughout the Year
- Operators Licenses:
Jackson Pub: William Lomis
East Side Mart: Amanda Howell, John Robertson and Lori Yochem
Village Mart: Shawnie Baerber, Jeremy Howard, Stephanie Koby, Douglas Parkison, Anthony Schultz, Holly Shackelford, Tanya Zasada and James Janka
Motion by Pres. Schwab second by Tr. Malcolm to approve the Licenses.
Vote: 6 ayes, 0 nays, 1 abstain (Tr. Kruepke). Motion carried.

9. Budget & Finance Committee

- **Audited Financial Statements – December 31, 2018**
Independent Auditor James Frechette was present and reviewed the 2018 Audited Financial Statements. He has started an update of the TIF No. 4 report. As of the end of 2018, TIF No. 4 has about \$6.3 million left to collect in increment and has five years to collect. At the current rate of \$800,000 a year, it will be about \$2.3 million short. In the early years of TIF No. 4, there was no increment. All the debt service payments were paid by Water & Sewer or the debt service levy. Only \$644,000 is left in TIF No. 4 debt so the debt will be paid off. The Village Audit Report there is a change in accounting principal. The Village adopted GASB 75 in 2018 which requires other post-employment benefits be recorded in the financial statements. The hotel/motel fund tax was taken out of General Fund and has its own fund. The Capital Projects fund has \$1.8 million left and can be used for Capital Projects, there is no TIF left in it. Fire and EMS is down but the ladder truck was purchased, and we didn't borrow completely for it. TIF No. 5 had a deficit balance and in 2019 it will go to a positive fund balance. TIF No. 6 had a deficit balance and with the borrowing, it will be taken care of in 2019. Utilities, neither water or sewer has any long-term debt. Debt is down to \$9 million in debt with a debt limit of \$34 million.
Motion by Pres. Schwab, second by Tr. Lippold to approve the Audited Finance Statements – December 31, 2018 and place on file.
Vote: 7 ayes, 0 nays. Motion carried.
- **Resolution #19-08 – Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$1,250,000 for Community Development Projects in Tax Incremental District No. 6 .**
Phil Cosson of Ehlers was present and gave information on Tax Incremental District No. 6 which was created last year. In the Development Agreement, the developer put in the public improvements to be reimbursed. A request for reimbursement was submitted. There is significant savings to break the reimbursement into taxable and nontaxable. It is a busy time in bond market and with a lot of competition in bond sales. Recommending the approval of the resolutions as parameter sales. Looking to move the sale off of a regular Village Board meeting night. The sale would be Thursday, June 13 to get a better interest rate with less competition. If all parameters are meet, it can be signed off on by the Village President or the Village Administrator.

Motion by Pres. Schwab, seconded by Tr. Lippold to approve Resolution #19-08 – Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$1,250,000 for Community Development Projects in Tax Incremental District No. 6. Vote: 7 ayes, 0 nays. Motion carried.

- **Resolution #19-09 – Resolution Establishing Parameters for the Sale of Not to Exceed \$1,250,000 General Obligation Community Development Bonds, Series 2019A**

Motion by Pres. Schwab, seconded by Tr. Kurtz to approve Resolution #19-09 – Resolution Establishing Parameters for the Sale of Not to Exceed \$1,250,000 General Obligation Community Development Bonds, Series 2019A.

Vote: 7 ayes, 0 nays. Motion carried.

- **Resolution #19-10 – Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$1,050,000 Taxable General Obligation Promissory Notes, Series 2019B**

Motion by Pres. Schwab, seconded by Tr. Lippold to approve Resolution #19-10 – Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$1,050,000 Taxable General Obligation Promissory Notes, Series 2019B.

Vote: 7 ayes, 0 nays. Motion carried.

- **Review of Engineering Services – Chateau Dr & Hickory Lane Project**

Motion by Pres. Schwab, seconded by Tr. Olson to approve Review of Engineering Services – Chateau Drive & Hickory Lane Project to Cedar Corp in an amount not to exceed \$18,500.00 plus incidentals cost.

Brian Kober commented these are the next street projects that will be worked on.

Vote: 7 ayes, 0 nays. Motion carried.

- **Final Pay Request – 2018 Miscellaneous Streets – Stark Pavement**

Motion by Pres. Schwab, second by Tr. Olson to approve Final Pay Request – 2018 Miscellaneous Streets – Stark Pavement in the amount of \$6,706.06.

Vote: 7 ayes, 0 nays. Motion carried.

- **Review of Quote for Reconditioning Business Park Signs**

Motion by Pres. Schwab, second by Tr. Lippold to approve quote for Reconditioning Business Park Signs for \$9,620.87 for the Northwest Passage sign and \$9,399.52 for the Cedar Parkway sign.

Brian Kober stated these signs have faded through out the years and they need to be refurbished. The signs are poorly light and will be replaced with LED lighting. Tr.

Olson clarified this is coming out of hotel/motel tax funds.

Vote: 7 ayes, 0 nays. Motion carried.

- **Review of Quote for Relocation of Structure**

John Walther explained a bid was in the packet for moving the cream city brick farm house that was built in 1866. The idea is to relocate the house 800 feet to stay on the original farmstead. It is a historic building to the County. Another bid is forthcoming. The building could be given to someone who would relocate it to the corner of the property. They would have to pay for moving it, pay to put a

foundation in and buy the lot. Asking the Board to consider this possibility. Moving the house could potentially become a TIF expense if there are no takers for the building. He asked the Budget & Finance Committee for no recommendation to the Village Board as he would like to continue working on getting another quote. Tr. Lippold asked if there was a timeline developed. John Walther stated for the initial quote, a timeframe of June or July to move the house. This is a more difficult move as it has thick brick walls, it's the heaviest type of structure to move. There is not a lot of interest at this time. The Slinger Historical Society contacted him, and he is developing historically friendly contacts.

- **Review of Proposal for Hickory Lane Sand Play Area**

Motion by Pres. Schwab, second by Tr. Malcolm to approve the proposal of Hickory Lane Sand Play Area, for the amount of \$16,407.00 which has been raised by the Friend's group and donations.

Kelly Valentino gave background on the play area. This would complement the whole structure and cleans up that portion of the park.

Vote: 7 ayes, 0 nays. Motion carried.

10. Plan Commission

- **Review of Sign/Banner Ordinance**

John Walther stated Collin Johnson has been working on this. Plan Commission had asked staff to come up with fees. There are certain things in the sign ordinance that need revisions. Village Attorney Matt Parmentier spoke on current laws and conditional use permits of signs.

Motion by Pres. Schwab, second by Tr. Emmrich to refer Review of Sign/Banner Ordinance back to Plan Commission and after discussion at Plan Commission either direct it to staff or the Village Attorney for resolution.

Vote: 7 ayes, 0 nays. Motion carried.

- **Concept Plan – Maplewood Farms – Single Family Subdivision**

Motion by Pres. Schwab, second by Tr. Olson to approve Concept Plan – Maplewood Farms – Single Family Subdivision per staff comments.

Tr. Malcom asked if the concept includes sidewalks and curbs. Pres. Schwab explained the location of the sidewalks and curbs.

Vote: 7 ayes, 0 nay. Motion carried.

11. Board of Public Works

- **Resolution #19-06 – Discontinuing Public Way – Sylvester Circle**

Motion by Pres. Schwab, second by Tr. Olson to approve Resolution #19-06 Discontinuing Public Way – Sylvester Circle.

Village Attorney Matt Parameter spoke on the resolution and gave background on the process. A final resolution will be acted on in July to complete the process.

Vote: 7 ayes, 0 nays. Motion carried.

- **Review of Water Application – Sherman Road – Brian Behrens Property**

Motion by Pres. Schwab, second by Tr. Lippold to deny Water Application – Sherman Road – Brian Behrens Property. Tr. Olson comment the owner doesn't intend to build

himself, this is for sale of a property and there are no construction plans. This is a limited water service area. A water study is currently being completed in that area.
Vote: 7 ayes, 0 nays. Motion carried

12. Joint Parks & Recreation.

- No Recommendations

13. Proposed Public Safety Building - Update.

Cory Scheidler, Ron Dalton and Kristopher Dressler of Cedar Corporation were present. Cory Scheidler spoke on the site plan and the design options of adding Village offices. Layout, parking and flow will be the next steps of the design. Option 1B, the biggest change is to the fire department. Noise from police and fire trainings will carry over into the Board Room. Option 5B, the Village space is in its own wing with the center of the building being the shared space including training rooms. The cost of Option 1B is \$12.4 To \$12.6 million due to square footage. Option 5B is \$12.7 to \$12.9 million and is the recommendation from Cedar Corporation. Tr. Kurtz asked what it would cost without adding Village Hall. Cory stated the range is from \$10 to \$11.3 million. Tr. Emmrich asked if Village Hall could be moved to the farmstead home. Cory commented to move and renovate an older space could be as much as new construction. Pres. Schwab stated an appraisal was completed on the Village Hall property. The land was appraised at \$260,000 and with the building the appraisal is \$300,000 to sell quickly. To take two years to sell it, the appraisal is \$400,000. Motion by Pres Schwab, second by Tr. Lippold to direct Cedar Corporation to proceed with incorporating Village office space into the new Municipal building.

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

14. Departmental Reports.

Parks and Recreation Director Kelly Valentino stated they had a great turnout at the Fish Derby. Thanks to Jackson Auto for continuing to sponsor the event and thank you to all the volunteers. The longest fish was a 23" Northern and a 13 3/4" Crappie, they practice catch and release. Action in Jackson is June 7th and June 8th and they are looking for volunteers. Fireworks are on Saturday night, June 8th. This Saturday is the 38th annual Rummage Sale.

Fire Chief Swaney reported they took delivery of the ladder truck, anyone can go to the Fire Department to look at it. A ceremony will be held in the future.

Director of Public Works Brian Kober reported they collected 18,000 pounds of electronics on Spring Clean-up Day. The rubber matting at the park will be installed on Saturday. The plan is to open the Splash Pad Memorial Day weekend. The Sand Play area might be a phase two project.

John Walther stated the Village qualified for the \$10,583.00 recycling grant.

15. West Bend School District - Update.

John Walther stated Superintendent Don Kirkegaard wanted to make it to the meeting tonight but had a conflict. He will be at the June Village Board meeting to give an update.

16. Mid-Moraine Municipal Association Report.

Tr. Kurtz stated the Mid-Moraine dinner is on Wednesday, May 22nd at Galimoto's Twelve 21 in Cedarburg at 6:00 p.m. and the speaker is James Blise.

17. Washington County Board Report.

None.

18. Greater Jackson Business Alliance Report.

Brian Heckendorf commented the general membership meeting will be held tomorrow at the Community Center.

19. Citizens to Address the Village Board.

None.

20. Closed Session pursuant to Wis. Stats. §19.85(1)(f) for the purpose of considering financial, medical, social, or personal histories or disciplinary data of specific persons that, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data. During the closed session the Board will discuss personal histories of specific individuals who may be affected by proposed amendments to the Village's Sex Offender Residency Ordinance. The Village Board intends to reconvene into open session at the completion of the closed session.

Motion by Pres. Schwab, second by Tr. Olson to convene into closed session at 9:10 p.m. and to include the Village Board, Police Chief Vossekuil, Village Clerk, Village Attorney and Village Administrator.

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

Reconvene into Open Session with Possible Amendments to the Sex Offender Residency Ordinance

The Village Board reconvened into open session at 9:18 p.m.

Village Attorney Matt Parmentier explained the Village's current ordinance is outdated in regulating sex offender residency. The current ordinance and map were reviewed.

Discussion ensued on revisions to the ordinance.

Motion by Pres. Schwab, second by Tr. Emmrich to direct staff to come up with a distance that will get the Village to the 20 percent threshold and begin to take steps to add the Review Board for those exceptions.

Vote: 7 ayes, 0 nays. Motion carried.

21. Adjourn.

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

Vote: 7 ayes, 0 nays. Meeting was adjourned at 9:42 p.m.

Respectfully submitted:

Jilline Dobratz, *CMC/WCMC*
Village Clerk

**APPROVED MINUTES
PLAN COMMISSION MEETING
Thursday, March 28, 2019 at 7:00 p.m.
Jackson Village Hall
N168W20733 Main Street
Jackson, WI 53037**

1. Call to Order and Roll Call

Pres. Schwab called the meeting to order at 7:00 p.m.

Members present: Keith Berben, Tr. Kruepke and Steve Schoen.

Members excused: Peter Habel and Jon Weil.

Member absent: Tr. Emmrich.

Others present: Tr. Kurtz.

Staff present: Collin Johnson, John Walther, and Jilline Dobratz.

2. Approval of the Plan Commission minutes of February 28, 2019

Motion by Pres. Schwab second by Keith Berben to approve the Plan Commission minutes of February 28, 2019.

Vote: 4 ayes, 0 nays. Motion carried.

3. PUD Amendment – Village Mart Gas Station – Sign/Building Alteration

Collin Johnson, Director of Building Inspection/Code Enforcement Officer, clarified his staff comments with regards to the ordinance allowance to expand the 400 square foot maximum and read Ordinance Section #48-302.

Motion by Pres. Schwab, second by Keith Berben to recommend the Village Board approve PUD Amendment – Village Mart Gas Station – Sign/Building Alteration

John Walther stated the original pedestal sign was approved. The project was greater than anticipated and the Village wanted to make sure the project was done in the proper manner. Tr. Kruepke with Village Mart Gas Station commented he understood the concerns. He has been in business in the Village for 35 years. The project was discussed with the Village's prior Building Inspector to find out what needed to be done and was informed a PUD amendment would need to be submitted for the sign change. In the past, he has never needed a sign permit for the canopy or dispenser changes. He wanted to improve the Village and the building. Collin Johnson stated it was a matter of formality of the approval process and the permitting process for what was installed.

Vote: 3 ayes, 0 nays, 1 abstain (Tr. Kruepke). Motion carried.

4. Concept Plan – Premier Rosewood Jackson LLC – Rosewood Lane Multi-Family Development

Sarah Hillenbrand from Premier and Jared Schmidt with Robert E. Lee & Associates were present to speak on the concept plan. Premier is the development firm who completed construction on the Cranberry Creek development about two years ago. The new site will be on the corner of County P and Rosewood Lane. The project will be completed in 18 months. The footprints of buildings will be identical to Cranberry Creek. They will all be 12-unit buildings with two bedrooms, two baths in each unit,

private direct entries and attached single car garages. The interior and exterior finishes will be different. Pres. Schwab asked about occupancy in other developments. Sarah Hillenbrand stated it is at 100% and rental rates are above what was projected. Keith Berben asked if there are any complaints from neighbors on noise. Sarah responded that it is apartment living and they stand behind the quality of construction, building them specifically for deadening sound. Jared Schmidt spoke on the landscaping and outdoor space concept which they are working on. Steve Schoen commented the retention pond is a big hole and he would like to see something put in it. John Walther stated the current map is wrong, the cul-de-sac shown has been relocated to the North but it won't make a difference in the development itself. This is a great start to TIF 6.

Motion by Pres. Schwab, second by Steve Schoen to recommend the Village Board approve the Concept Plan for Premier Rosewood Jackson LLC – Rosewood Lane Multi-Family Development per staff comments.

Pres. Schwab would like to see how the Village is maintaining the residential balance of single and multi-family housing. John Walther said the residential balance is flowing in the multi-family percentage. The residential balance was created about 20 years ago and the culture has changed over the decades. This logistically couldn't be in a better location with ease on and off the freeway.

Vote: 4 ayes, 0 nays. Motion carried.

5. Review of Sign/Banner Ordinance

Pres. Schwab explained this is for discussion. It was a request from the Village Board to have the Plan Commission clarify the ordinance. Discussion of signs and banners by the Plan Commission and Village Staff ensued. Collin Johnson researched other neighboring communities and reported: Germantown allows a banner 12 times per year for a maximum of 15 days per installation or 180 days or six months per year; Richfield, a maximum of six nonconsecutive permits per year with one week in-between and displayed for a maximum of 21 days per display or 126 days or four months annually; Slinger, a maximum 45 days per display not to exceed 180 days or 6 months annually; West Bend, two times per year not to exceed six weeks per display. The consensus is they all put limits on the maximum numbers of days that a banner can be displayed. It makes the code more consistent.

Motion by Keith Berben, second by Pres. Schwab to recommend the Village Board approve one temporary sign per business for a period not to exceed 180 days or six 30 day increments at a price to be determined by staff before the Village Board meeting.

Discussion ensued on time length of banner display, fees, penalties and current temporary sign specifications.

Vote: 4 ayes, 0 nays. Motion carried.

Discussion ensued on location of temporary signs, sandwich boards, sign dimensions and help wanted signs.

The Commission directed staff to change the ordinance on non-permitted signs, such as a sandwich boards, signs are allowed to be displayed daily not to exceed 12 hours a day or during business hours, help wanted signs are exempt.

6. Citizens to Address the Plan Commission

None.

7. Adjourn

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

Vote: 4 ayes, 0 nays. Meeting adjourned at 8:05 p.m.

Respectfully submitted,

Jilline Dobratz, *CMC/WCMC*
Village Clerk

STAFF REVIEW COMMENTS
Plan Commission Meeting – Meeting Date, June 27, 2019

1. Concept Plan – Jackson Development/Kurt Henning – Condo Development

Building Inspection

- Dumpster enclosures shall be provided for each of the apartment-style buildings.
- It is unclear as to whether the submittals represent multiple new concepts or whether they show previous concepts along with the new proposal.
- The northern phase is limited to a maximum of 48 dwelling units. The concepts include either 32, 40 or 60 dwelling units.
- A meter plus shutoff will be required for each condo unit in a meter room.

Public Works/Engineering

- Both proposed concept plans increase green space and reduce the number of units.
- If residential units are condos, then the trash and recycling collection will be part of the Village of Jackson contract.
- The location of the residential shall incorporate the existing sewer and water utility locations. The Developer will not be allowed to open the cut the newly paved street of Stonewall Drive.
- During the PUD Amendment phase of approval, the building location shall be positioned to allow for the greatness separation between buildings.
- The TIF #7 Boundary Plan may have to be modified in order to allow the construction of the eight residential units in the triangle area near STH 60. The time frame of developing the TIF and the proposed Jackson Development will determine if the modification is necessary.
- Recommend approval of the concept plan.

Police Department

- No additional Comments.

Fire Department

- Recommend sprinkler with FDC. Hydrant 150 ft from FDC.
- If state approval does not make them sprinkler, the hydrant must be within 250 ft from each building.
- Knox box location by front entrance.

Administrative/Planning

- No additional Comments.

2. Planned Unit Development Amendment - Cobblestone Builders & Developers, Inc. – Sign

STAFF REVIEW COMMENTS
Plan Commission Meeting – Meeting Date, June 27, 2019

Building Inspection

- Separate sign permit is not required if sign approved as part of PUD.

Public Works/Engineering

- No additional comments

Police Department

- No additional Comments.

Fire Department

- No additional Comments.

Administrative/Planning

- Recommend Approval.

3. Certified Survey Map – William Holz – Highland Road

Building Inspection

- No comments.

Public Works/Engineering

- Recommend changing the CSM to have lot 4 and lot 25 be one lot. The new lot would be lot 4 of the new CSM.

Police Department

- No additional Comments.

Fire Department

- No additional Comments.

Administrative/Planning

- No additional Comments.

STAFF REVIEW COMMENTS
Plan Commission Meeting – Meeting Date, June 27, 2019

4. Developer Agreement – Landscape Plan – Maplewood Farms

Building Inspection

- No additional Comments.

Public Works/Engineering

- The standard Development Agreement has been modified to incorporate the uniqueness of Maplewood Farms Subdivision. The proposed Landscape Plan follows the requirements set forth in the Village Code.

Police Department

- No additional Comments.

Fire Department

- No additional Comments.

Administrative/Planning

- No additional Comments.