

AGENDA

PLAN COMMISSION MEETING

Thursday, February 23, 2023, at 7:00 p.m.

Jackson Municipal Complex

Village Board Room

N168W19851 Main Street

Jackson, WI 53037

1. Call to Order and Roll Call
2. Approval of Minutes for the Plan Commission Meeting of January 5, 2023
3. Preliminary Plat – Parcel #V3_053600B – The Oaks of Jackson – Village of Jackson
4. Ordinance #23-04 – Rezoning of Tax Parcel #V3_053600C from Planned Unit Development (PUD) to B-1, Community Business District – Village of Jackson
5. Ordinance #23-05 – Amending Ordinance Section 48-177 Parking Requirements
6. Citizens to address the Plan Commission
7. Adjourn

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

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

**DRAFT MINUTES
PLAN COMMISSION MEETING
Thursday, January 5, 2023 at 7:00 p.m.
Jackson Municipal Complex
Village Board Room
N168W19851 Main Street
Jackson, WI 53037**

1. Call to Order and Roll Call

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

Members Present: Tr. Emmrich, Ryan Ganshow, Tr. Kruepke and Dan Reik

Excused Absent: Jon Molkentin and Doug Wilcox

Village Board Member Present: Trustee Heckendorf

Staff Present: Director of Inspections Collin Johnson, Administrator Jen Keller, Director of Public Works/Village Engineer Brian Kober and Clerk Jilline Dobratz

Also Present: Mike Court of Shore Elliott Hendrickson Inc. (SEH), Jackie Mich of Vandewalle & Associates, and Deb Sielski of Washington County Department of Community Development.

2. Approval of Minutes for the Plan Commission Meeting of December 1, 2022

Motion by Tr. Emmrich, second by Tr. Kruepke to approve the Plan Commission minutes of December 1, 2022.

Vote: 5 ayes, 0 nays. Motion carried.

3. Ordinance 23-01 – Establishing R-1 Zoning for Tax Parcel #V3_074900H – Albert and Breanna Sunn

Motion by Pres. Schwab, second by Tr. Emmrich to recommend to the Village Board approval of Ordinance 23-01 establishing R-1 Single-Family Residential Zoning for Parcel No. V3_074900H and to amend the Village of Jackson Zoning Map accordingly.

Vote: 5 ayes, 0 nays. Motion carried.

4. Ordinance 23-02 – Establishing Planned Unit Development Zoning District PUD-04 for Tax Parcel #V3_053600B – The Oaks of Jackson – Village of Jackson

Motion by Pres. Schwab, second by Tr. Kruepke to recommend to the Village Board approval of the proposed Planned Unit Development Zoning District PUD-04 for Tax Parcel #V3_053600B, The Oaks of Jackson Subdivision, owned by the Village of Jackson as set forth in the draft Ordinance 23-02.

Administrator Keller provided background information. Discussion ensued on number of units, alleys, tree preservation, stormwater management and preliminary grading. The preliminary plat, draft covenants, memorandum of understanding and preliminary construction plans will be reviewed at the February Plan Commission meeting. Mike Court of SEH Inc. spoke about engineering considerations made for the existing trees, stormwater management needs of the site and incorporations of

berms to address those needs. Engineer Kober addressed the dead end streets to the south of the project site and stated an improved set of turnarounds are planned for those streets which will improve plowing efforts and drainage at a future date. Vote: 4 ayes, 1 nay (Tr. Emmrich). Motion carried.

5. Ordinance 23-03 – Amending Village Code Chapter 38 Subdivisions, Article III Design Standards for Lots

Motion by Pres. Schwab, second by Dan Reik to recommend to the Village Board approval of the proposed amendment to Chapter 38 Article III as set forth in the draft of Ordinance 23-03 and to schedule a public hearing for February 14, 2023. Vote: 5 ayes, 0 nays. Motion carried.

6. Citizens to Address the Plan Commission

Alex Weisheim, W197N16588 Aspen Drive, stated he is concerned about the We-Energies easement on the site of the proposed subdivision. He was also stated lots should be larger and requested information about the zoning of nearby properties.

Robert Richter, N166W19523 Pheasant Lane, stated he is concerned about existing trees, home elevations, lighting, and private drive standards.

Dan Stujenske, N166W19552 Ravens Way, stated he is concerned about existing trees and requested information about privacy fences in the Village.

7. Adjourn

Motion by Pres Schwab, second by Ryan Ganshow to adjourn. Vote: 5 ayes, 0 nays. Meeting adjourned at 7:30 p.m.

Respectfully submitted,

Jilline Dobratz, *MMC/WCPC*
Village Clerk

STAFF MEMO

Village of Jackson Plan Commission

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

Agenda Item: Item #3

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

From: Collin Johnson – Director of Inspections & Zoning

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

Background and Analysis:

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

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

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

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

Comprehensive Plan & Zoning Impacts:

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

Site Plan:

A Preliminary Plat Map is attached for reference.

Review Procedures:

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

Signage:

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

Additional Staff Comments:

None

Notice Requirements:

Posting on the agenda.

Potential Action:

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

General Conditions (1-3)

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

Specific Conditions (1-8)

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

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

Attachments:

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

Village of Jackson
PLAN COMMISSION APPLICATION

Application/Permit #: _____

PROPERTY INFORMATION

☐ COMMERCIAL ☐ INDUSTRIAL ☒ RESIDENTIAL ☐ OTHER _____

☐ CONDITIONAL USE ☐ PLANNED UNIT DEVELOPMENT ☐ CERTIFIED SURVEY MAP

☐ New ☐ New ☐ CONCEPT PLAN

☐ Amendment ☐ Amendment

☐ Special Use ☐ Special Use ☐ OTHER _____

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

Property Address: _____ N168W19851 Main Street _____ Unit: _____ Jackson, WI

Parcel #: V3_053600B Lot Size: 20.48 acres sq. ft. Building Area: _____ sq. ft.

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

APPLICANT INFORMATION

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

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

Office: (262) 677.9001 Cell: () _____ Fax: () _____

Email: _____ jen.keller@villageofjacksonwi.gov

BUSINESS INFORMATION (If New Business)

Legal Business Name: _____

D/B/A: _____ FEIN #: _____ - _____

Mailing Address: _____ State _____ Zip _____

Office: () _____ Cell: () _____ Fax: () _____

Email: _____

Website: _____

PROPERTY OWNER INFORMATION

Name(s): _____ Village of Jackson

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

Office: (262) 677.9001 Cell: () _____ Fax: () _____

Email: _____ jen.keller@villageofjacksonwi.gov

ARCHITECT / ENGINEER / CONTRACTOR INFORMATION (Circle One)

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

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

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

Office: (SEH) 414.949.8905 Cell: (Vandewalle) 608.255.3988 Fax: () _____

Email: _____ mcourt@sehinc.com, jmich@vandewalle.com

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

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

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

Hours of Operation: N/A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACKNOWLEDGEMENT & SIGNATURES

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

You MUST sign and date this Application!

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

Applicant Signature: Ken Keller

Co-Applicant Name (Print): _____

CO-Applicant Signature: _____

Date of Application: 12/21/22

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

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

→ internal transfer forthcoming

QUESTIONS?

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

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

TERMS OF THIS PERMIT

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

VILLAGE APPROVAL:

☐ TEMPORARY Expiration Date: _____, 20____

Plan Commission Approval: Meeting Date: _____, 20____

Village Board Approval: Meeting Date: _____, 20____

In-House Approval (O-T-C): Date: _____, 20____

Approved by: Village Administrator

Conditions and Duration of Approval:

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

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

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

Conditions of Approval: _____

APPLICATION DENIED: Date: _____, 20____

Staff Initials: _____

Reason for Denial: _____

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

1/09/2023

2:42 PM

Journal Entry Register - Full Report

Page: 1

ALL Journal Entries

ACCT

Dated From: 12/31/2022

From Account:

Thru: 12/31/2022

Thru Account:

---- Journal Entry ----

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

The Oaks of Jackson Neighborhood

Letter of Intent/Impact Statement

Summary

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

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

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

Traffic

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

Stormwater/Drainage

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

Wetland Impacts

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

Trees

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

Parking

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

Signage

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

Anticipated User Profiles

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

Sewer and Water Consumption

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

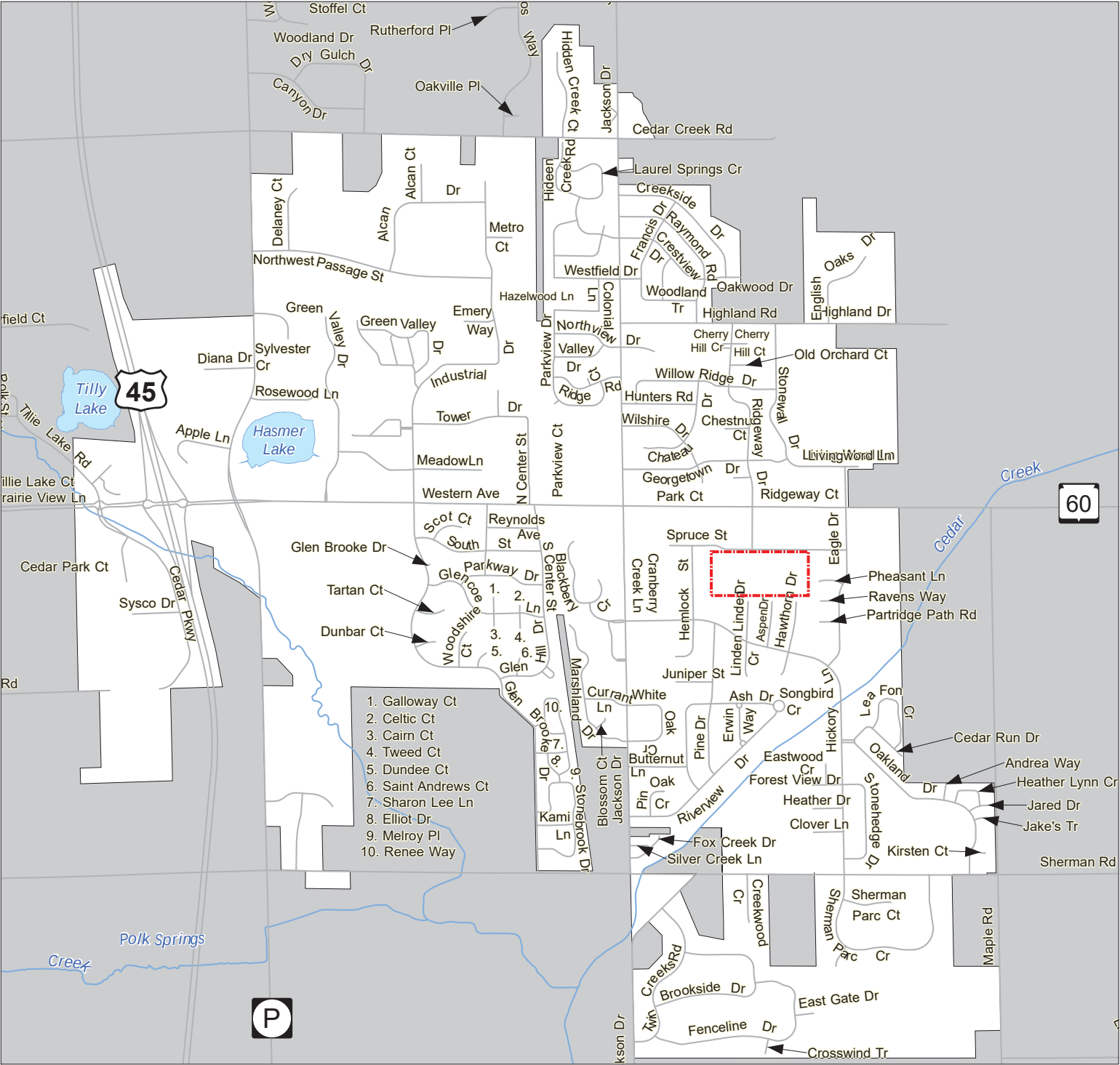
Connection to the South Neighborhood

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

Public Street Cross-Section

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

LOCATION MAP



- RIGHT OF WAY
- PERMANENT EASEMENT
- PROPERTY LINE
- HORIZONTAL CONTROL POINT
- BENCHMARK
- SURVEY MARKER
- SOIL BORING
- SANITARY SEWER AND MANHOLE
- FORCE MAIN AND LIFT STATION
- SANITARY SEWER SERVICE & CLEANOUT
- WATER MAIN, HYDRANT, VALVE AND MANHOLE
- WATER SERVICE AND CURB STOP BOX
- STORM SEWER, MANHOLE AND CATCH BASIN
- CULVERT AND APRON ENDWALL
- GAS MAIN, VALVE, VENT AND METER
- HANDHOLE
- BURIED FIBER OPTIC CABLE AND MANHOLE
- BURIED PHONE CABLE, PEDESTAL AND MANHOLE
- BURIED TV CABLE, PEDESTAL AND MANHOLE
- BURIED ELECTRIC CABLE, PEDESTAL, MANHOLE, TRANSFORMER AND METER
- OVERHEAD WIRE, POLE AND GUY WIRE
- LIGHT POLE
- TRAFFIC SIGNAL
- STREET NAME SIGN
- SIGN (NON STREET NAME)
- + RAILROAD TRACKS
- DECIDUOUS AND CONIFEROUS TREE
- BUSH / SHRUB AND STUMP
- EDGE OF WOODED AREA
- WETLAND
- BUILDING
- FENCE (UNIDENTIFIED)
- BARBED WIRE FENCE
- CHAIN LINK FENCE
- ELECTRIC WIRE FENCE
- WOOD FENCE
- WOVEN WIRE FENCE
- PLATE BEAM GUARDRAIL
- CABLE GUARDRAIL
- POST / BOLLARD
- RETAINING WALL

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

THE OAKS OF JACKSON

The map displays a residential neighborhood with a grid of streets. The streets shown are:

- STH 60 (at the top)
- SPRUCE STREET
- JACKSON OAKS DR
- RIDGEWAY DRIVE
- LINDEN DRIVE
- ASPEN DRIVE
- HAWTHORN DRIVE
- HICKORY LANE
- PINE DRIVE

A large, irregularly shaped area in the center of the map is outlined with a thick black line, indicating a specific project site. The map includes a scale bar and a north arrow.

A map of the Jackson, Tennessee area. A large black arrow points from the top right towards the Jackson County Fair Park, which is marked with a blue pin and labeled 'Jackson County Fair Park'. Other locations marked include Myfield, Jackson, and various schools and businesses. The map shows major roads like I-75 and I-24, and local streets like Cedar Creek Rd and Jackson Hwy.

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



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

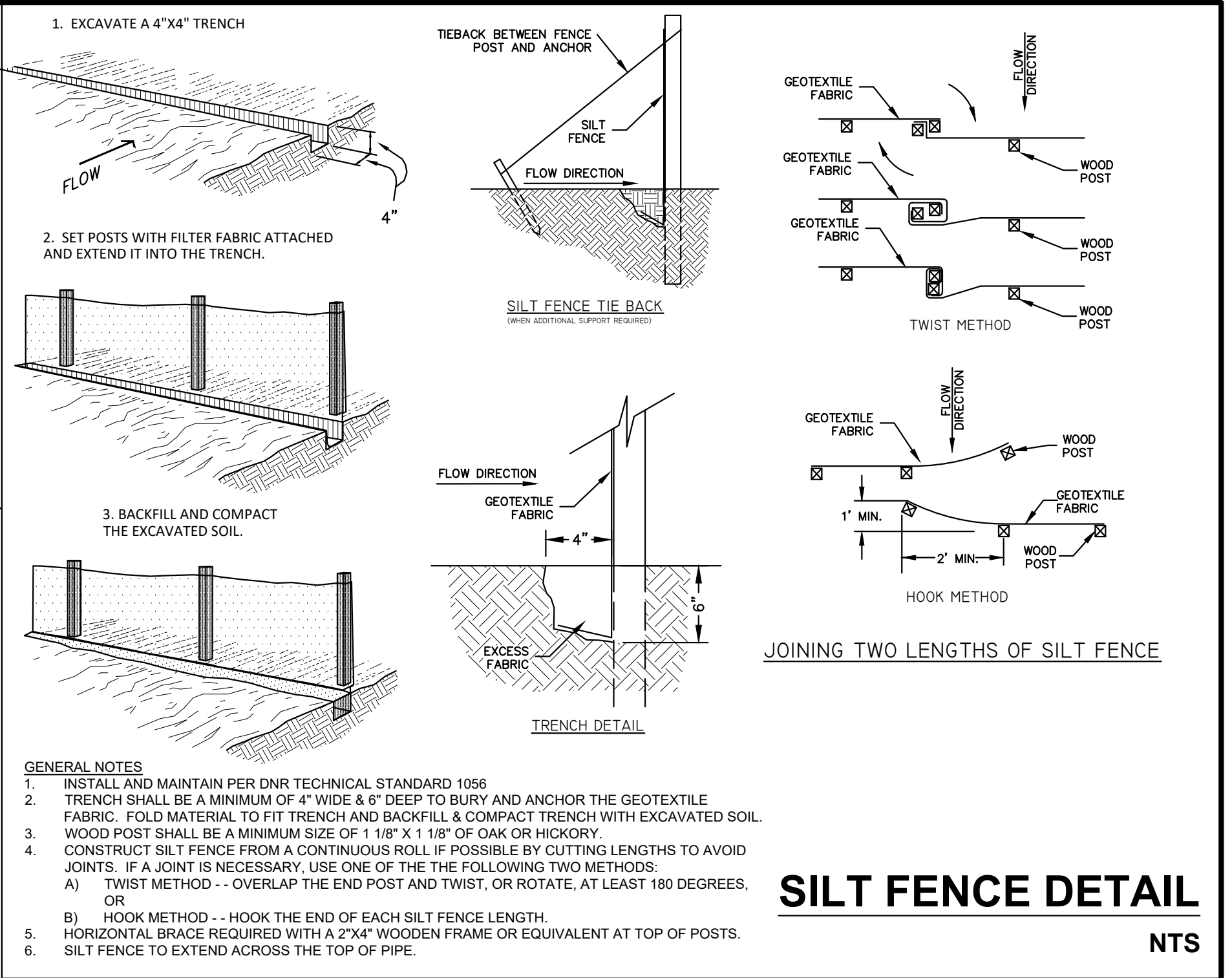
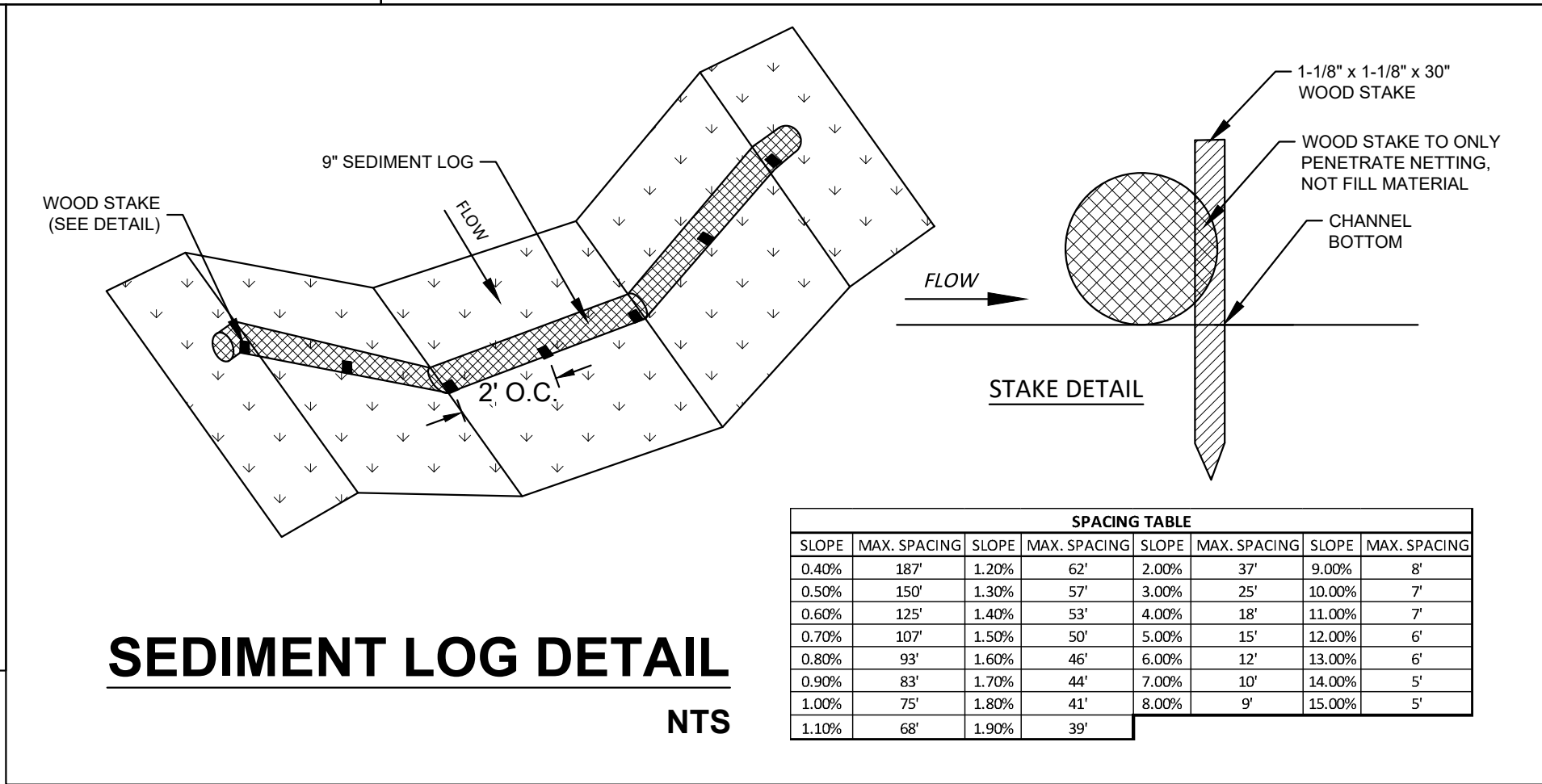
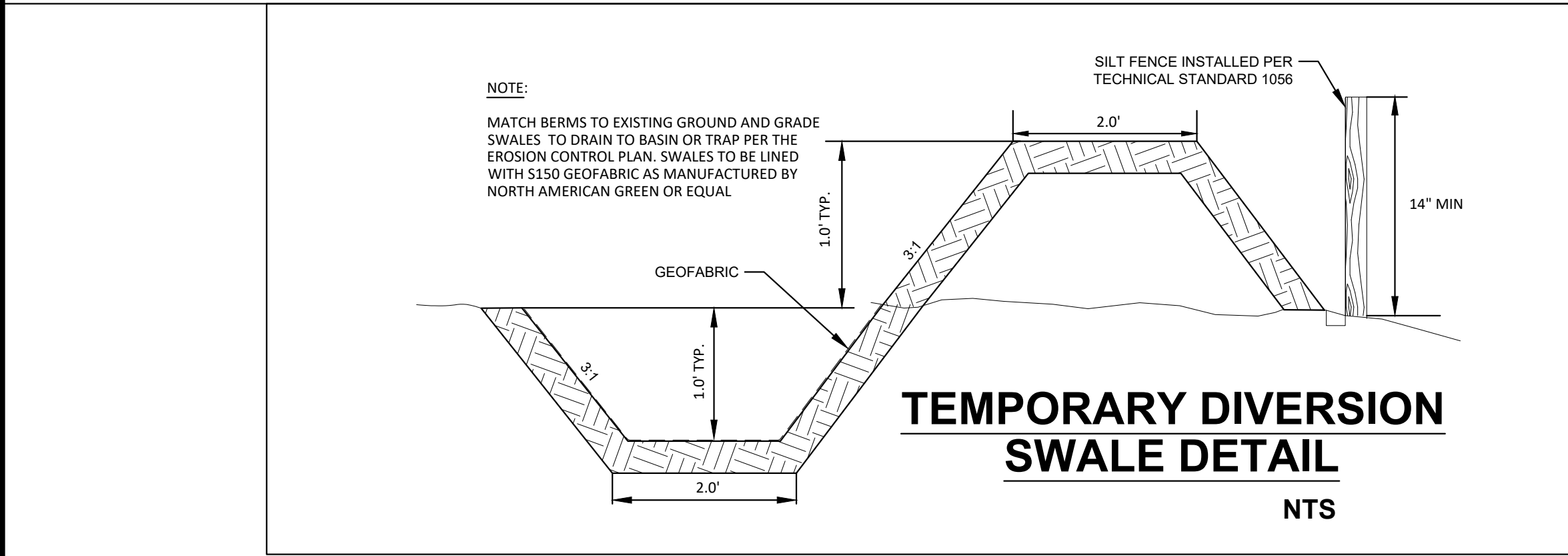
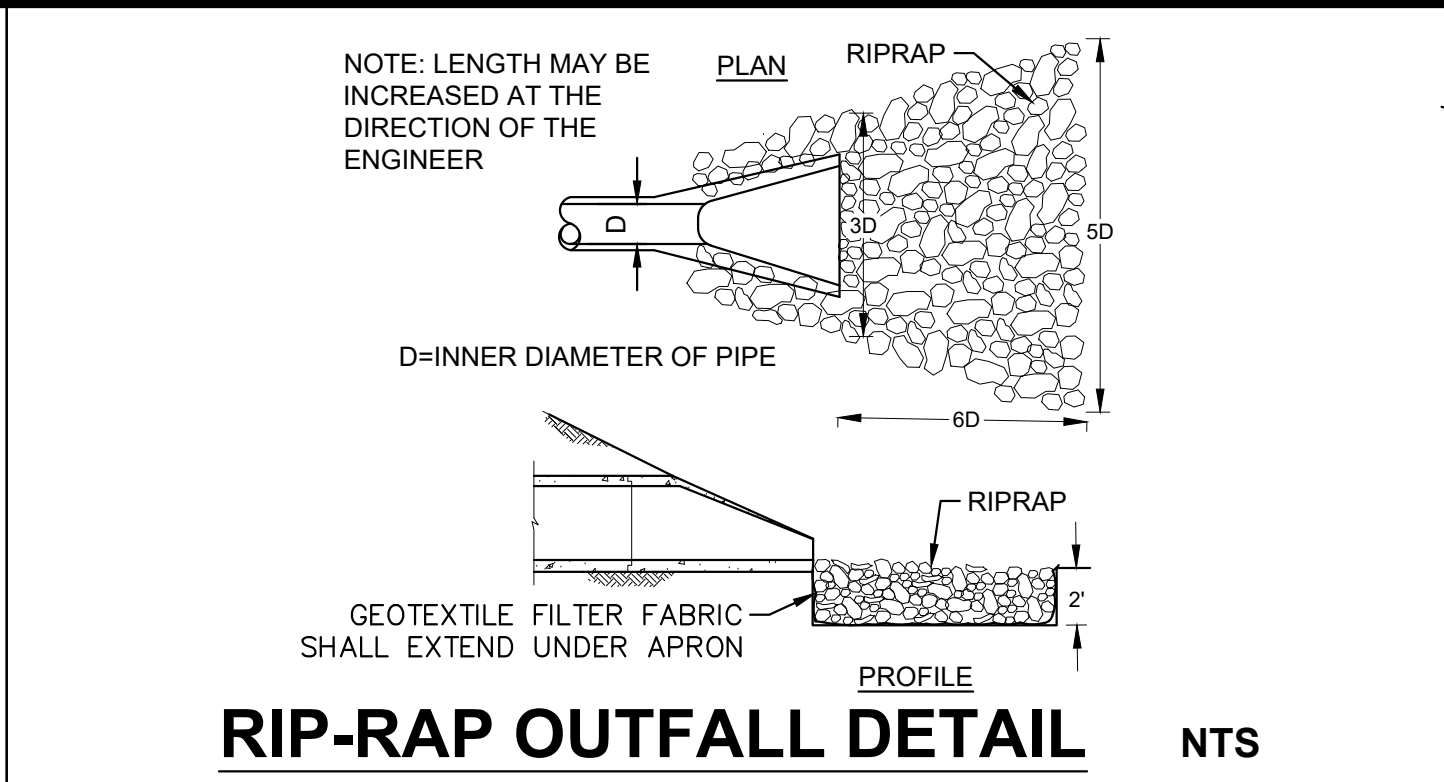
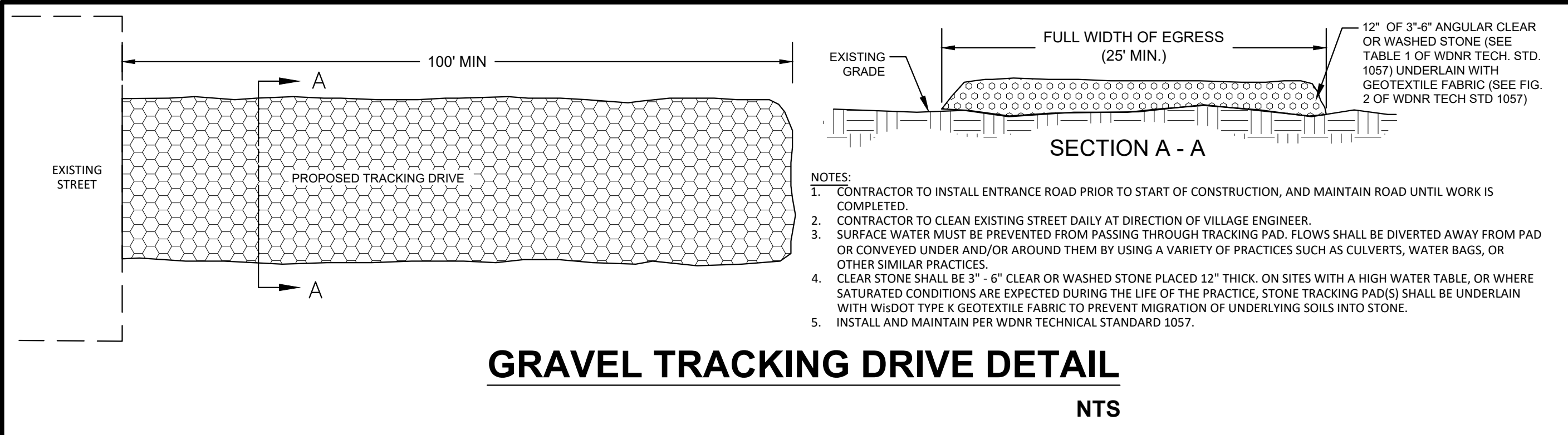
REV #	DATE	COMMENTS



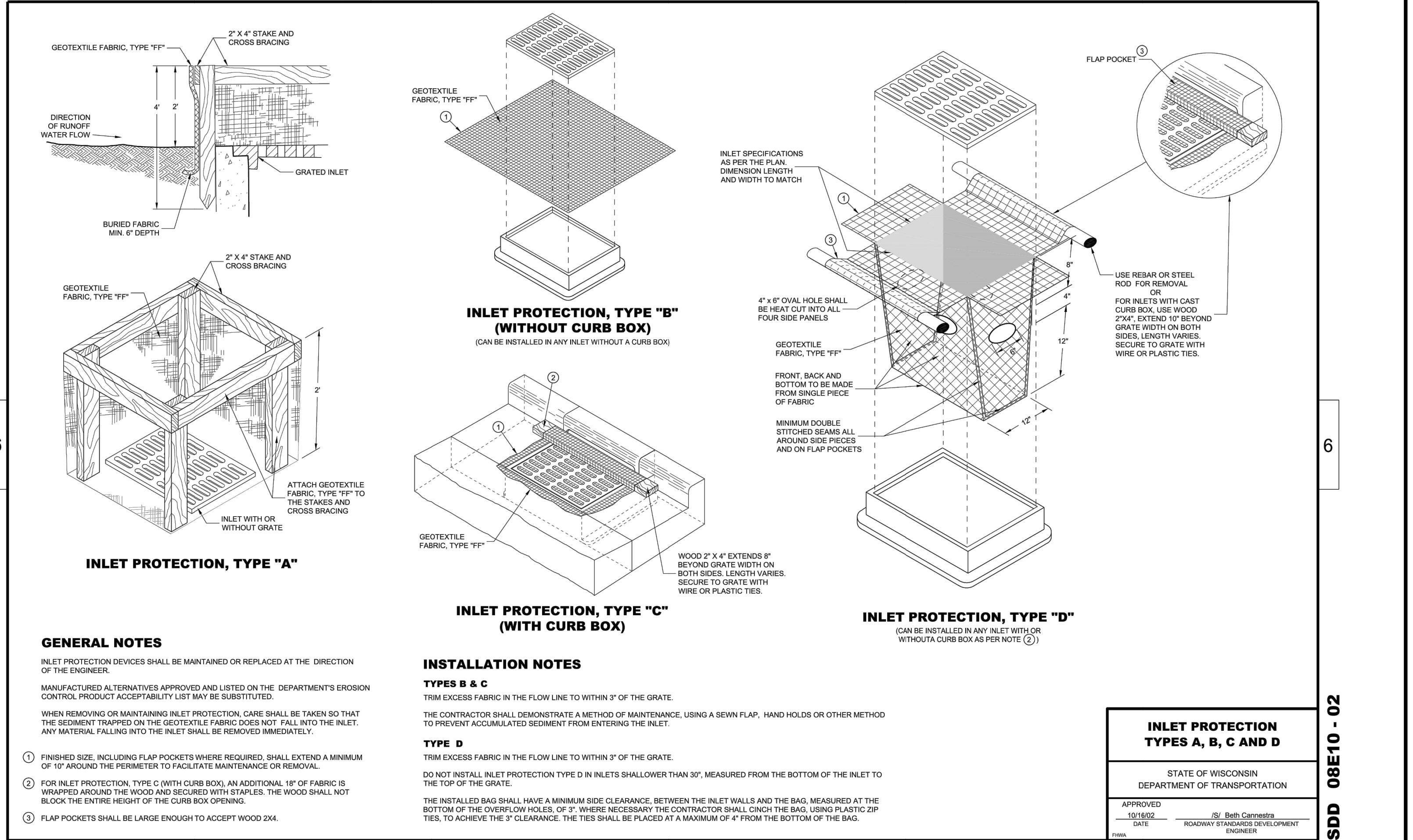
PHONE: 262.646.6855
501 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com

of 15

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



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

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

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

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

THE OAKS OF JACKSON
VILLAGE OF JACKSON, WI, WI

TITLE & DETAILS
DETAILS

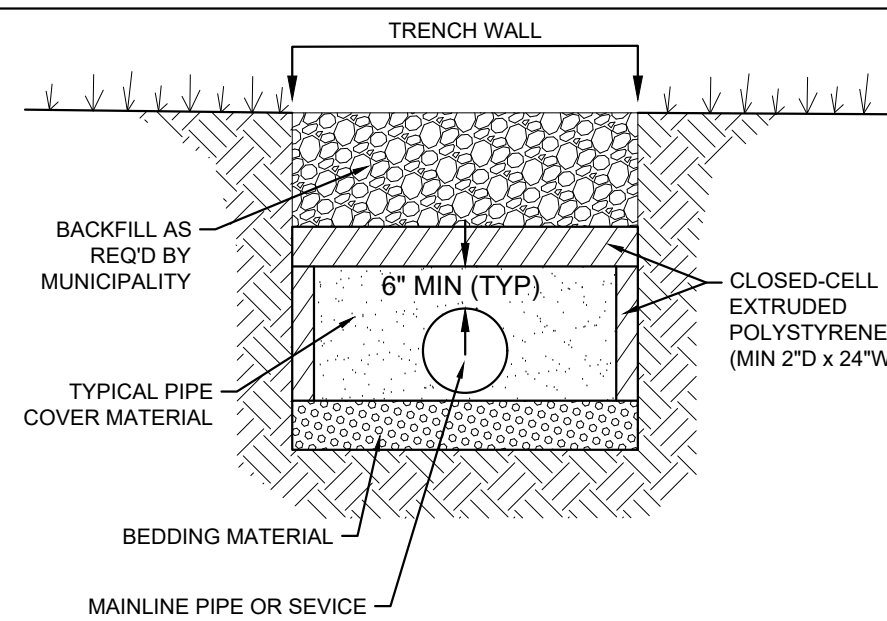
Figure # SEWAB
Tracer Wire Access Box

ABS shell conforms to: ASTM specification D-1785 Country of Origin: USA	Coating conforms to: ASTM specification A-48 Class 30 Country of Origin: USA
---	--

Compliance verified for:
Scranton Water District
Latest revision: October 2002

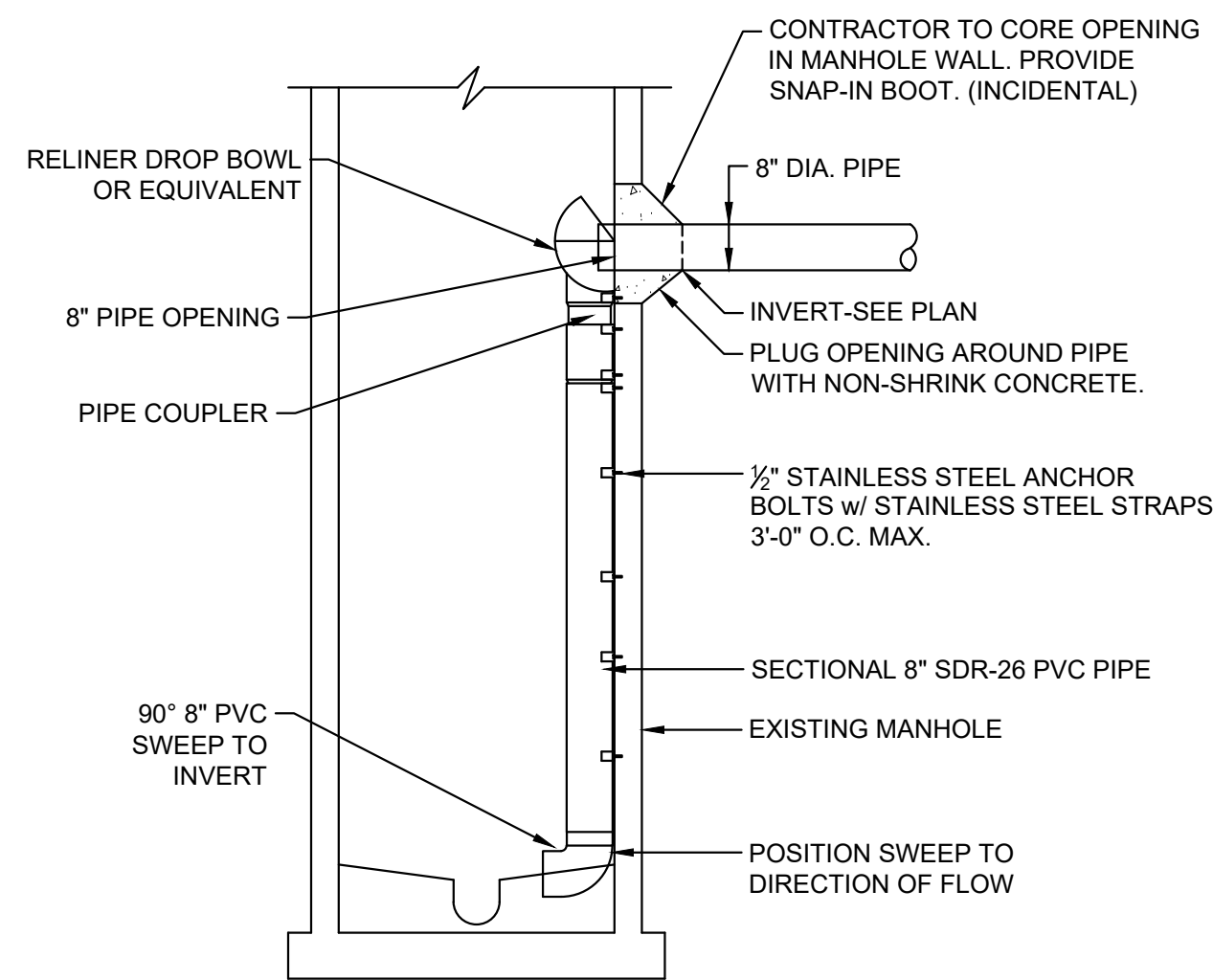
C.E. Test Services - Valves, Inc.

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



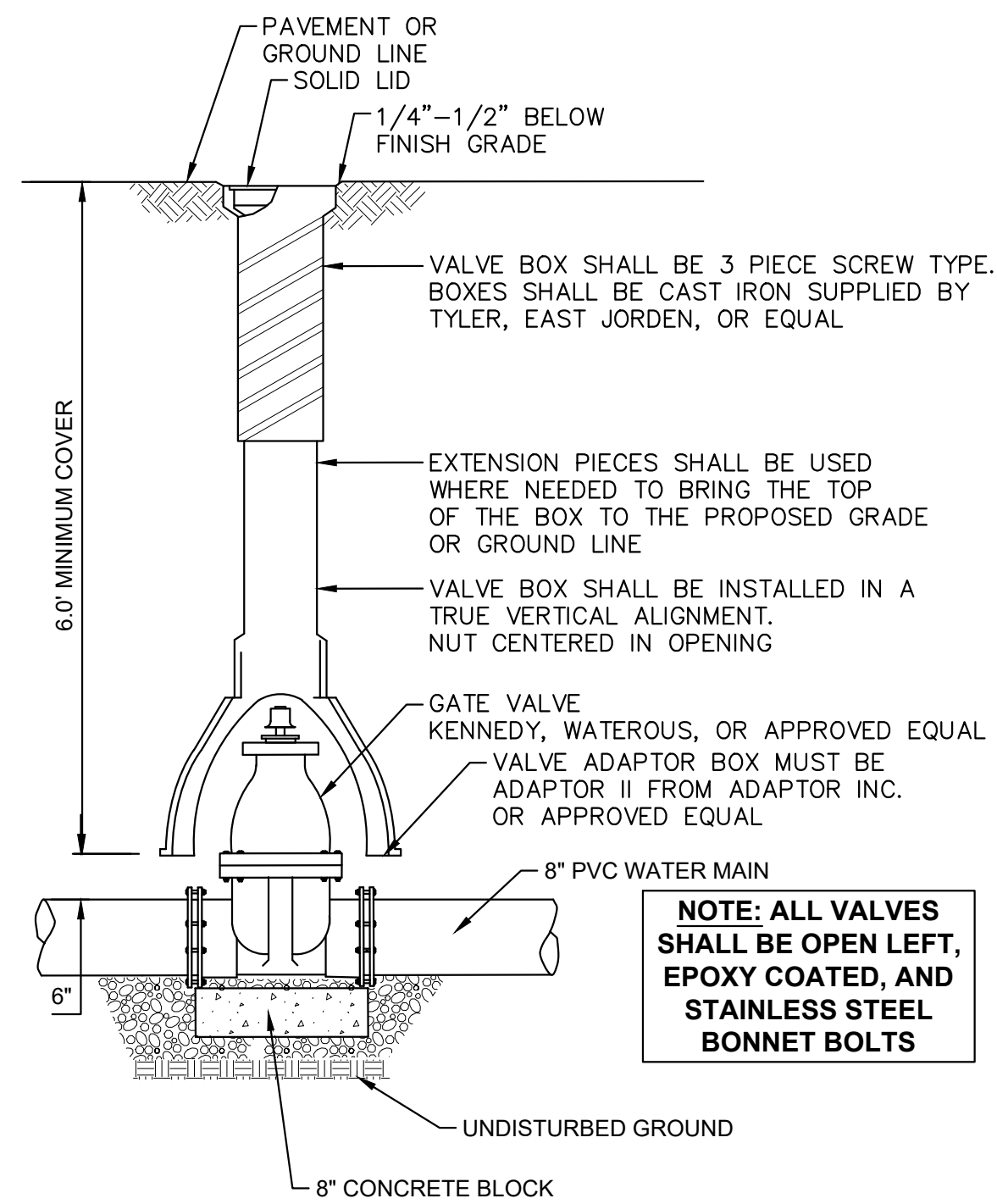
- NOTES:
1. INSULATION MUST BE REINSTALLED AFTER WATER SERVICE CONNECTION
 2. INSULATION BOARD SEAMS MUST BE STAGGERED.

NTS



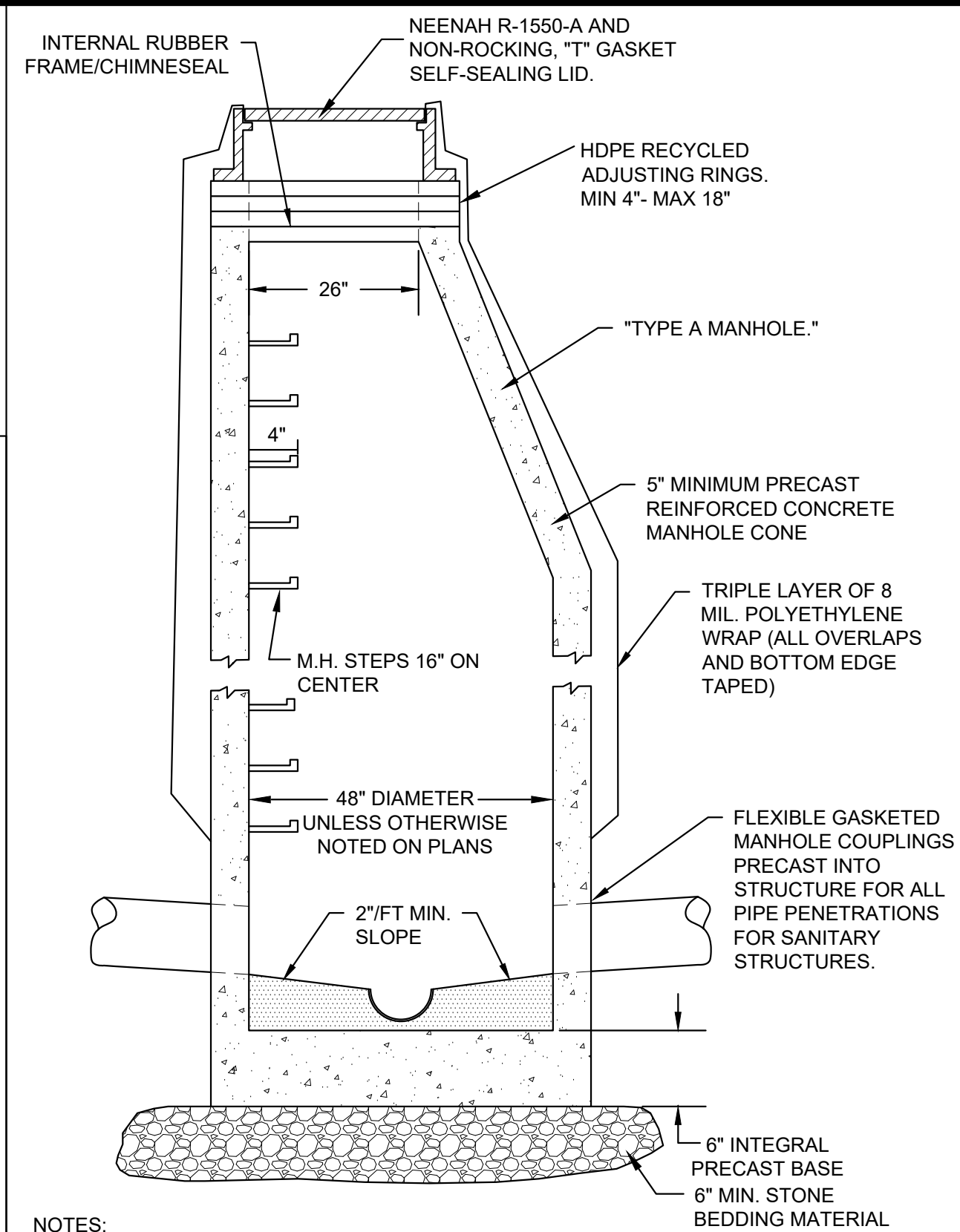
NOTES:
DO NOT DRILL WITHIN 8" ABOVE OR BELOW THE MANHOLE JOINT

NTS



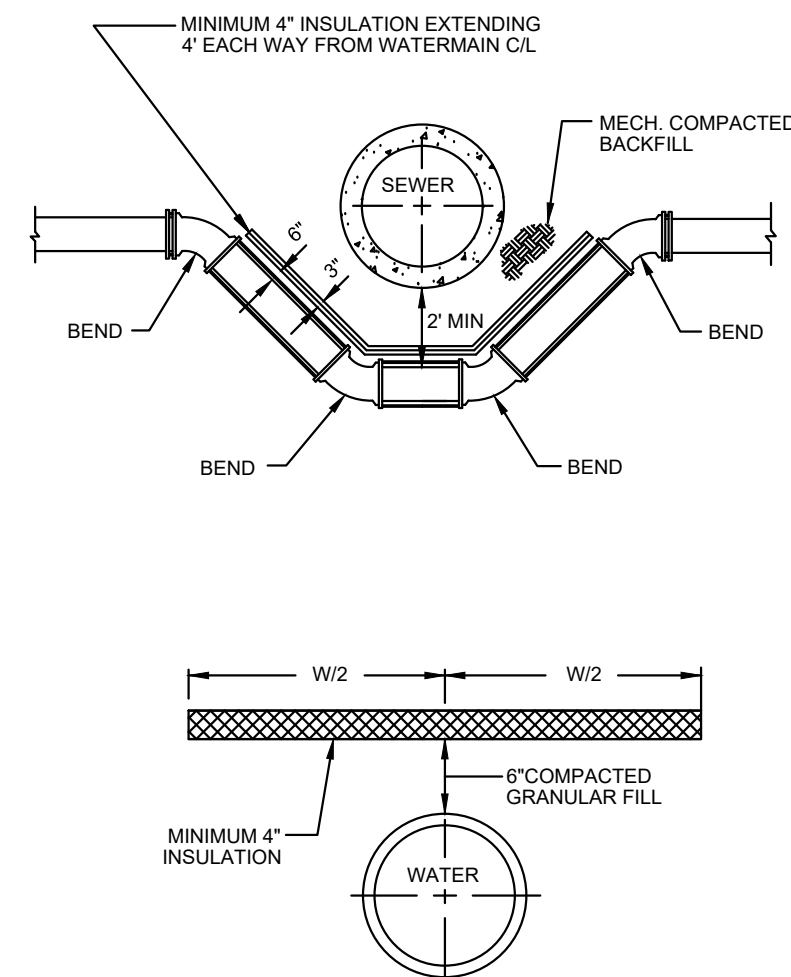
**NOTE: ALL VALVES
SHALL BE OPEN LEFT,
EPOXY COATED, AND
STAINLESS STEEL
BONNET BOLTS**

NTS



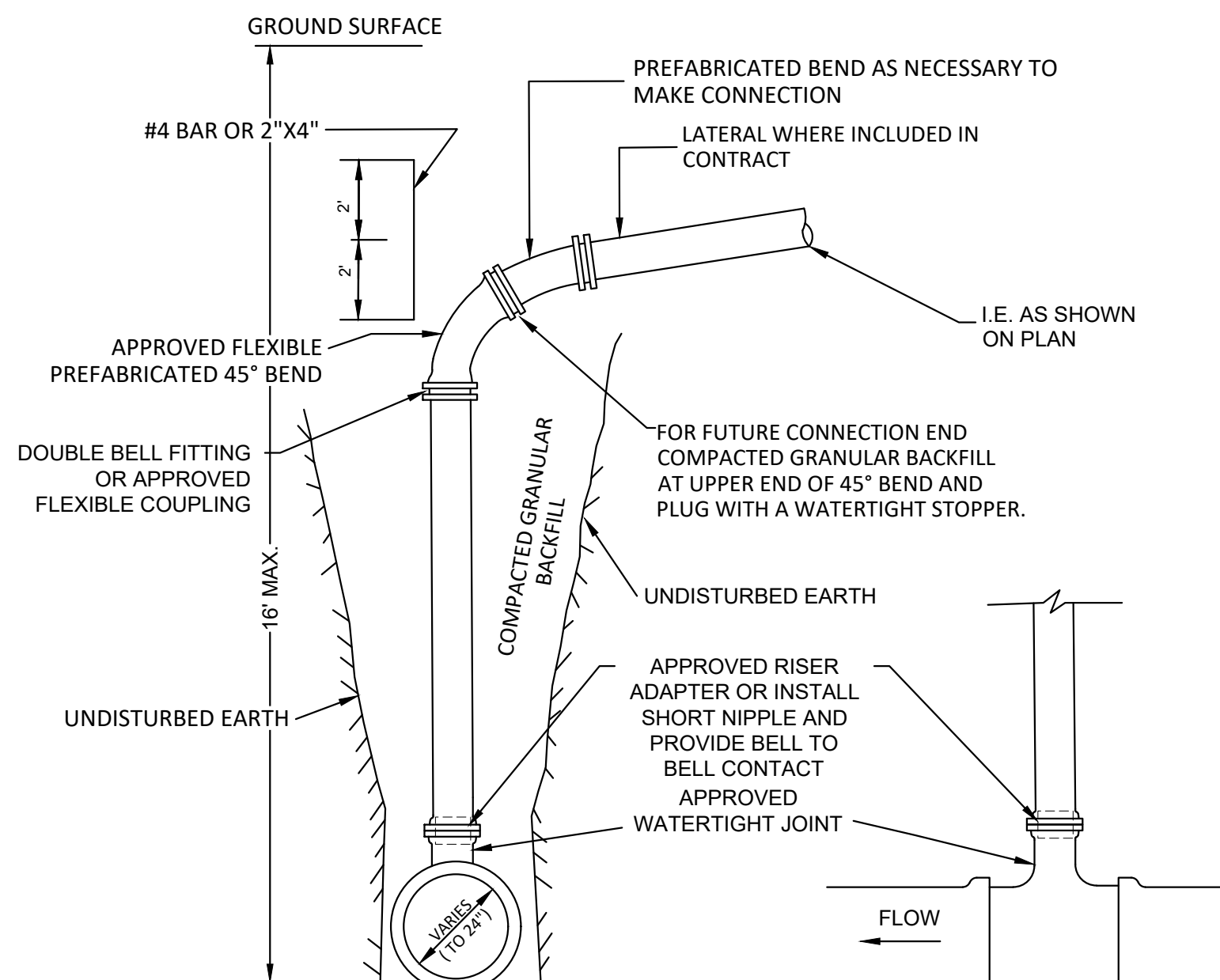
- | NOTES: | BEDDING MATERIAL |
|---|------------------|
| 1. FLEXIBLE WATERTIGHT PIPE TO MANHOLE SEAL IS REQUIRED FOR ALL FLEXIBLE SANITARY SEWER CONNECTIONS. ALL ANNULAR SPACE BETWEEN THE PIPE AND MANHOLE SHALL BE FILLED WITH FLEXIBLE BUTYL RUBBER GASKET MATERIAL PRIOR TO POURING THE MANHOLE INVERT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

NTS

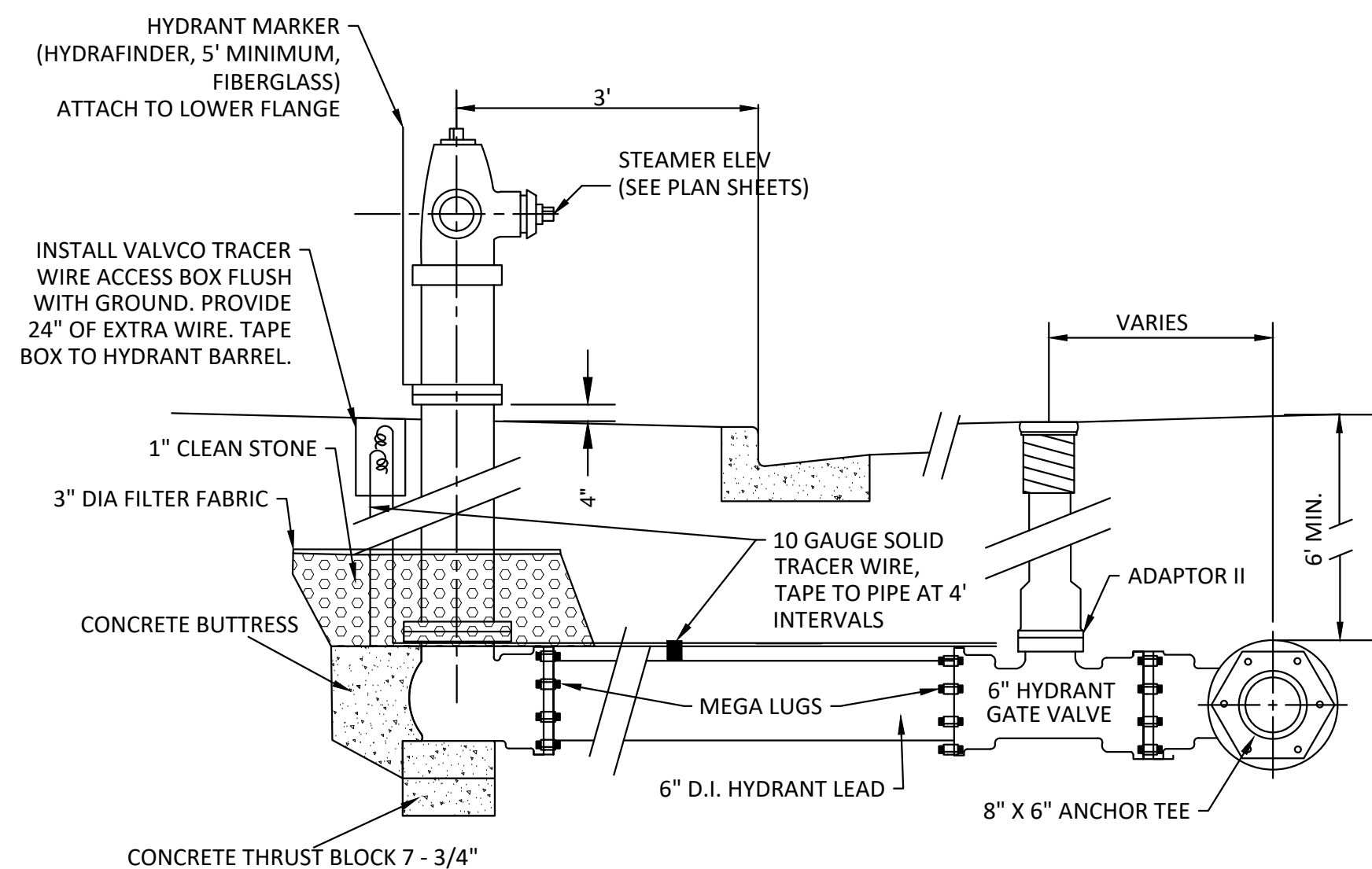
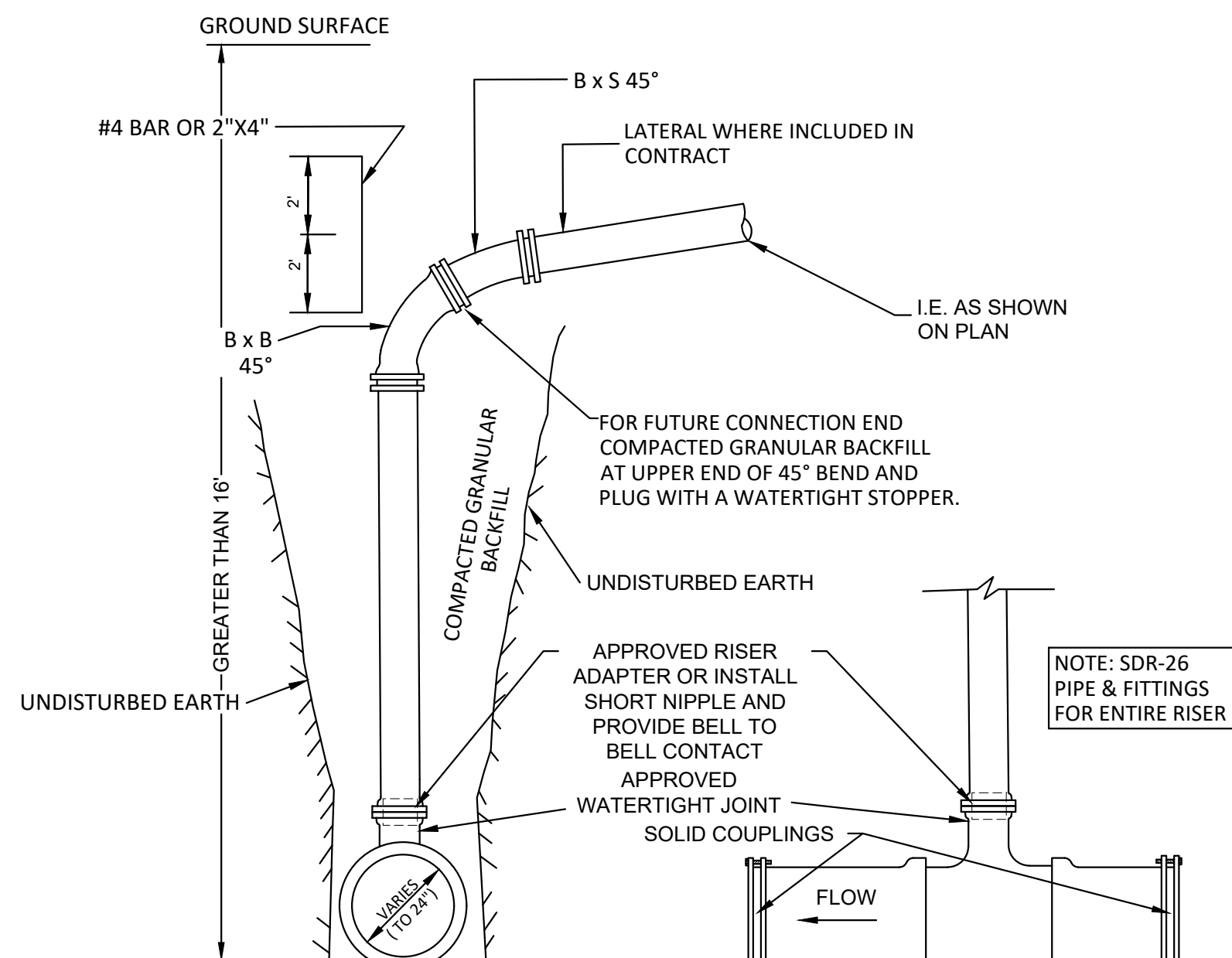


ALL JOINTS SHALL BE MECHANICAL TYPE WITH MEGA-LUG, FIELD LOCK JOINTS. PROVIDE CONDUCTIVITY STRAPS ACROSS ALL JOINTS AND VALVES, INCLUDING BENDS, SLEEVES.	LOWER WATER MAIN ITEM INCLUDES ALL CUTS, FITTINGS FIELD LOCK JOINTS, LOWERING, AND INSULATION
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NTS



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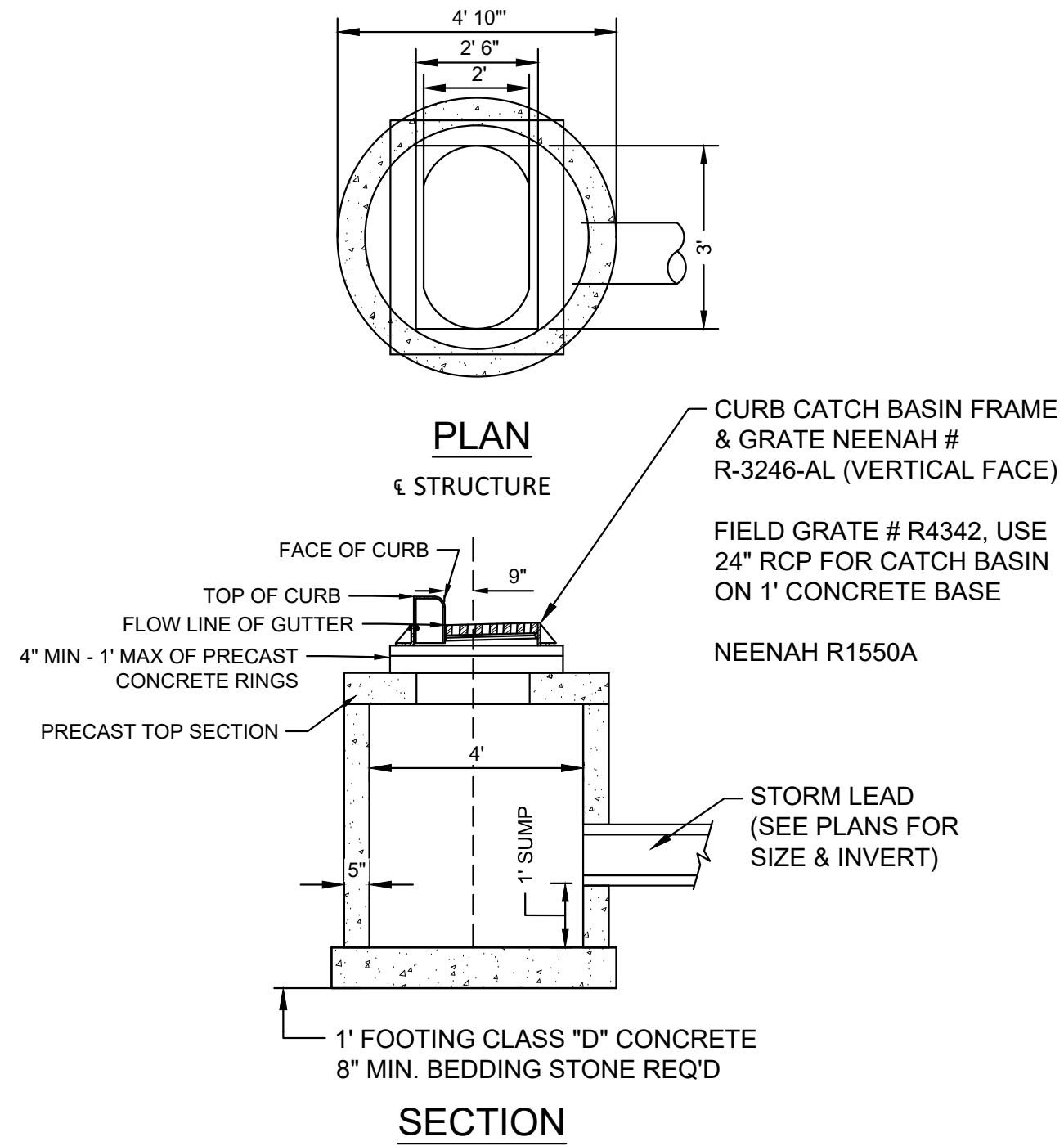


- NOTES:
1. HYDRANT SHALL BE WATEROUS PACER OR MUELLER CENTURION.
 2. RODDING OF HYDRANT MAY BE REQUIRED IF SOILS ARE UNSUITABLE.
 3. ENCASE ENTIRE BRANCH AND VALVE IN POLYETHYLENE WRAP.

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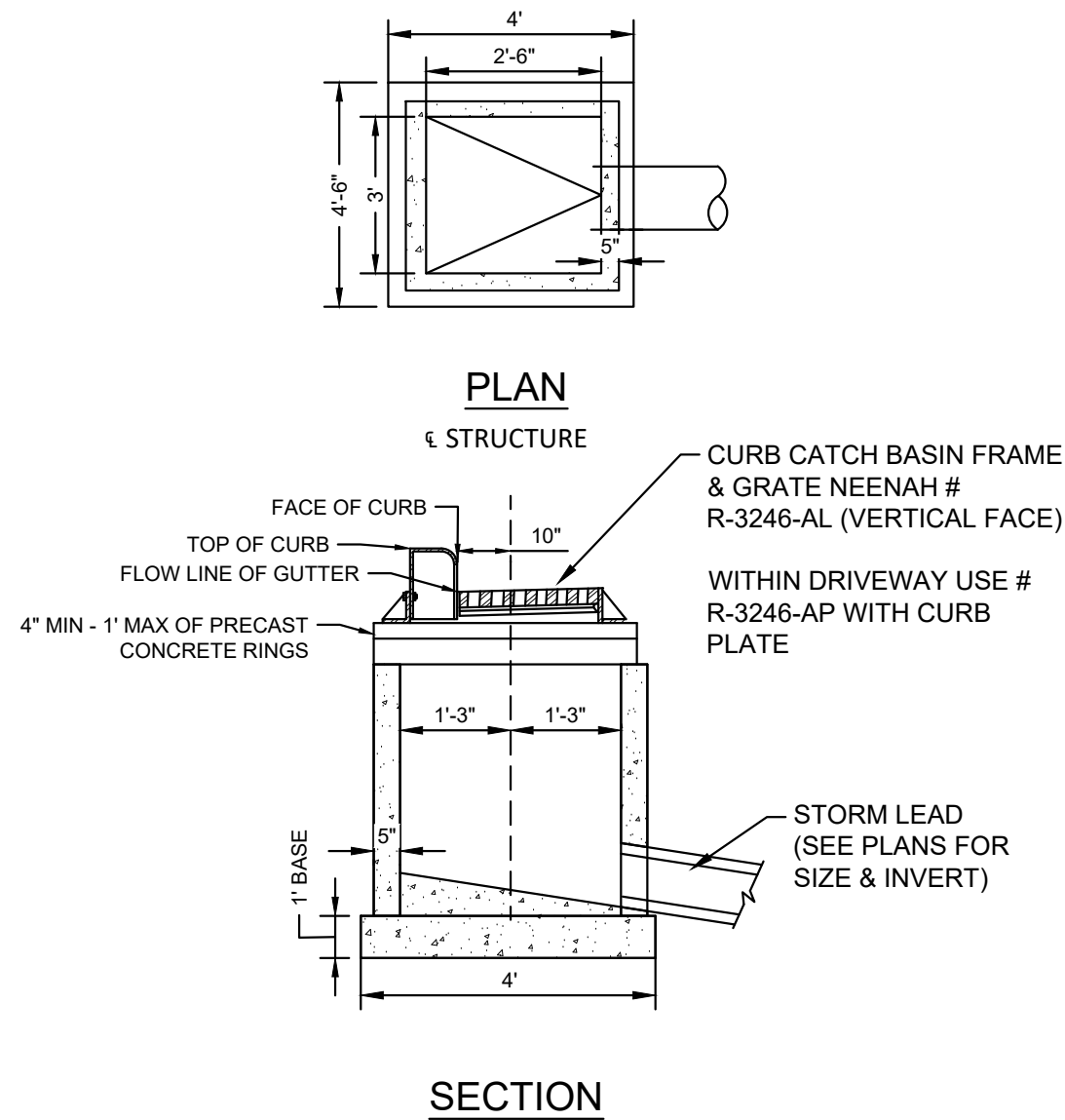
- NOTES:
1. USE 4" RINGS FOR MORE THAN 5" OF ADJUSTMENT.
 2. BACKFILL SHAL BE 1" CRUSHED STONE CHIPS.



STORM MANHOLE/ CATCH BASIN DETAIL

NTS

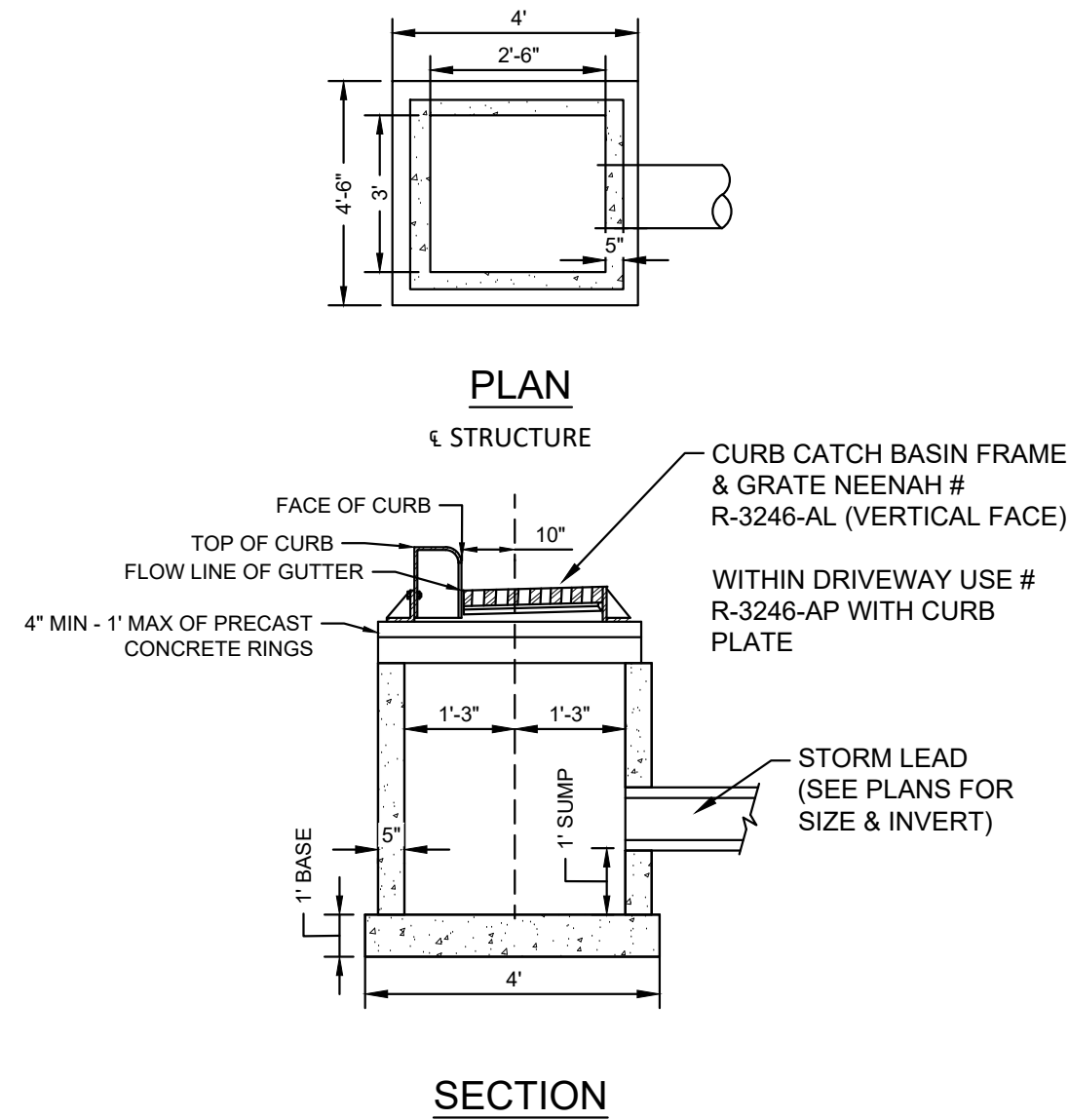
- NOTES:
1. USE 4" RINGS FOR MORE THAN 5" OF ADJUSTMENT.
 2. BACKFILL SHAL BE 3/4"-1" CRUSHED STONE CHIPS.



TYPICAL STORM INLET DETAIL

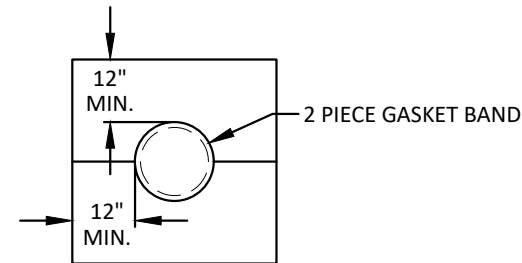
NTS

- NOTES:
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 2. BACKFILL SHAL BE 3/4"-1" CRUSHED STONE CHIPS.



TYPICAL STORM CATCH BASIN DETAIL

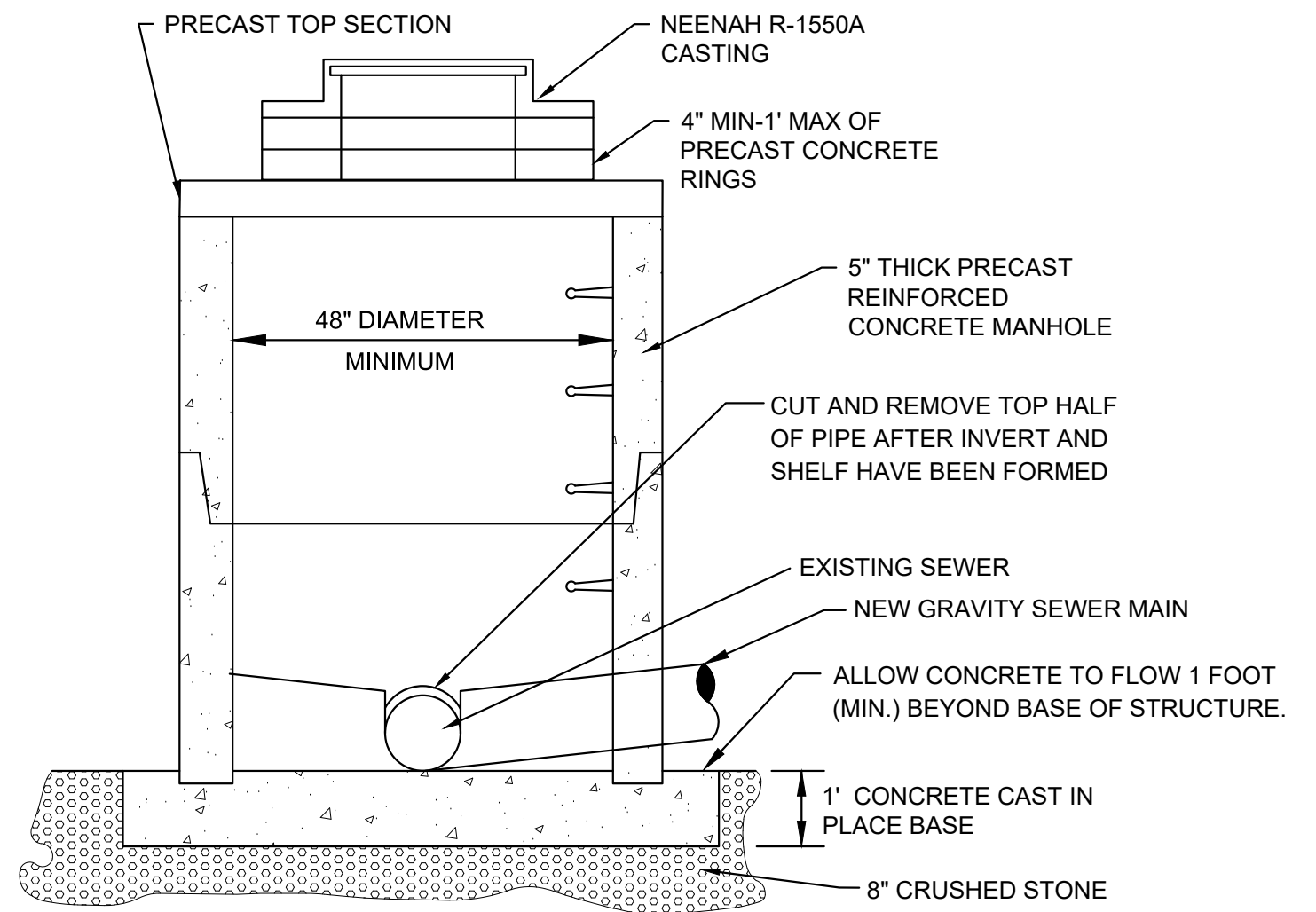
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- NOTES:
- ANTI-SEEP COLLARS SHALL HAVE A MINIMUM OF 12" PROJECTION FROM THE PIPE OUTSIDE DIAMETER AND SHALL BE SPACED AT AN INTERVAL NOT TO EXCEED 14 TIMES THE PROJECTION. COLLARS SHALL NOT BE PLACED CLOSER THAN WITHIN 2' OF A PIPE JOINT.

ANTI-SEEP COLLAR DETAIL

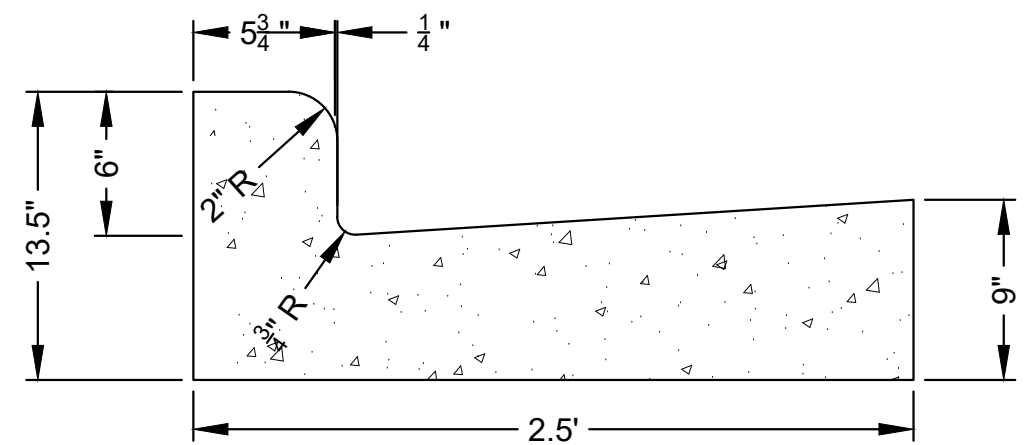
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- NOTES:
1. ANNULUS BETWEEN EXISTING SEWER LINE AND DOGHOUSE CUTOOUT SHALL BE GROUTED WITH BITUMASTIC SEALER.
 2. TUCK POINT MORTAR INTO ANNULAR CRACK AND BACKPLASTERED INSIDE AND OUTSIDE OF ALL JOINTS.
 3. EZ-STICK RUBBER GASKET OR APPROVED EQUAL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

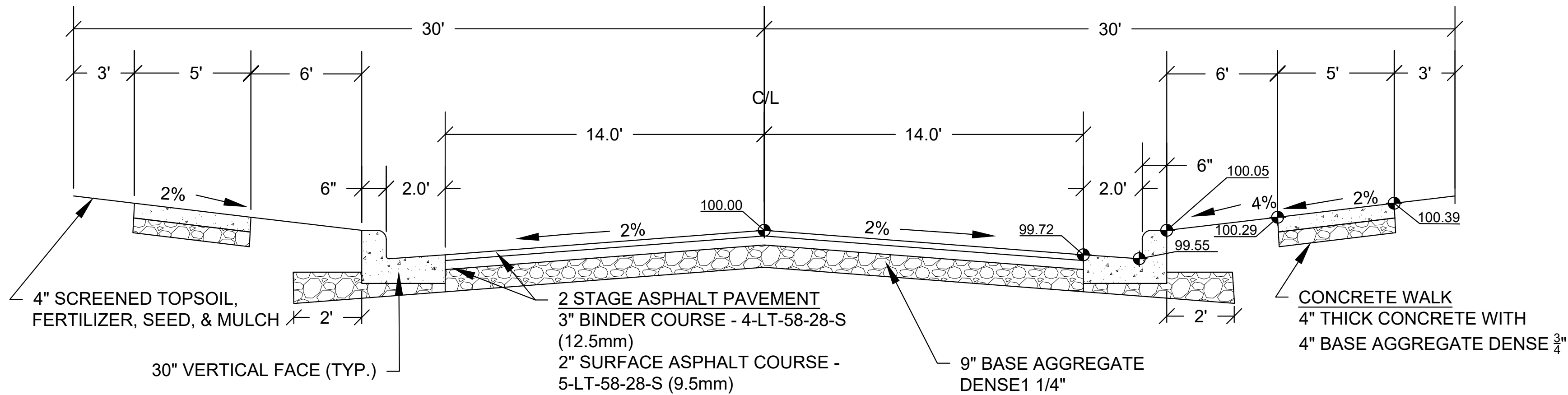
DOGHOUSE STORM MANHOLE DETAIL

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30" VERTICAL FACE CONCRETE CURB & GUTTER DETAIL

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TYPICAL ROAD CROSS SECTION

NTS

DATE: 2/2/2023 11:17 AM

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Drawn By	ZJH						
Designed By	BK						
Checked By	MPC						



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THE OAKS OF JACKSON
VILLAGE OF JACKSON, WI, WI

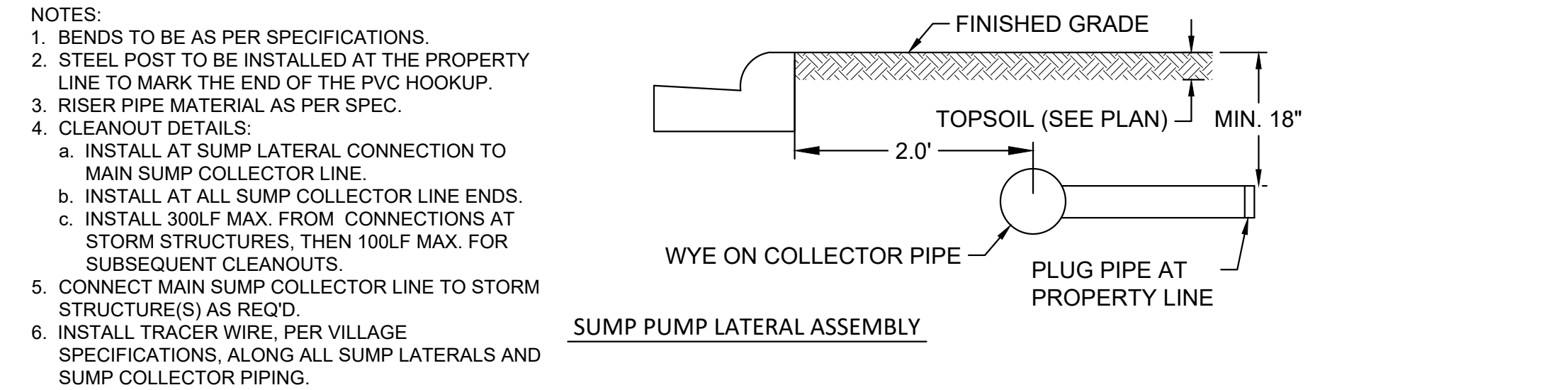
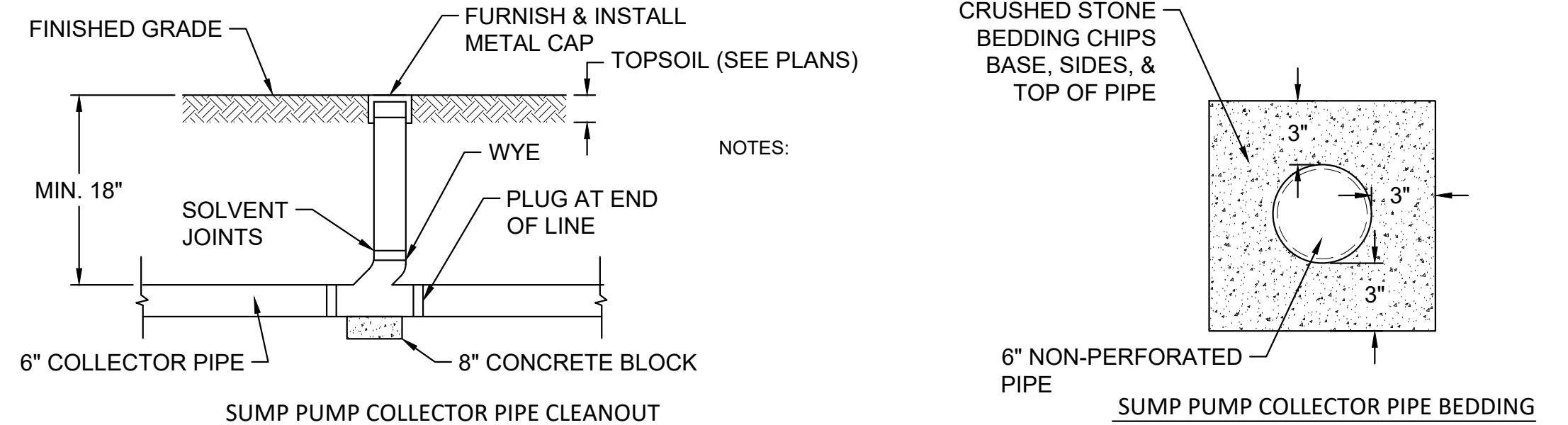
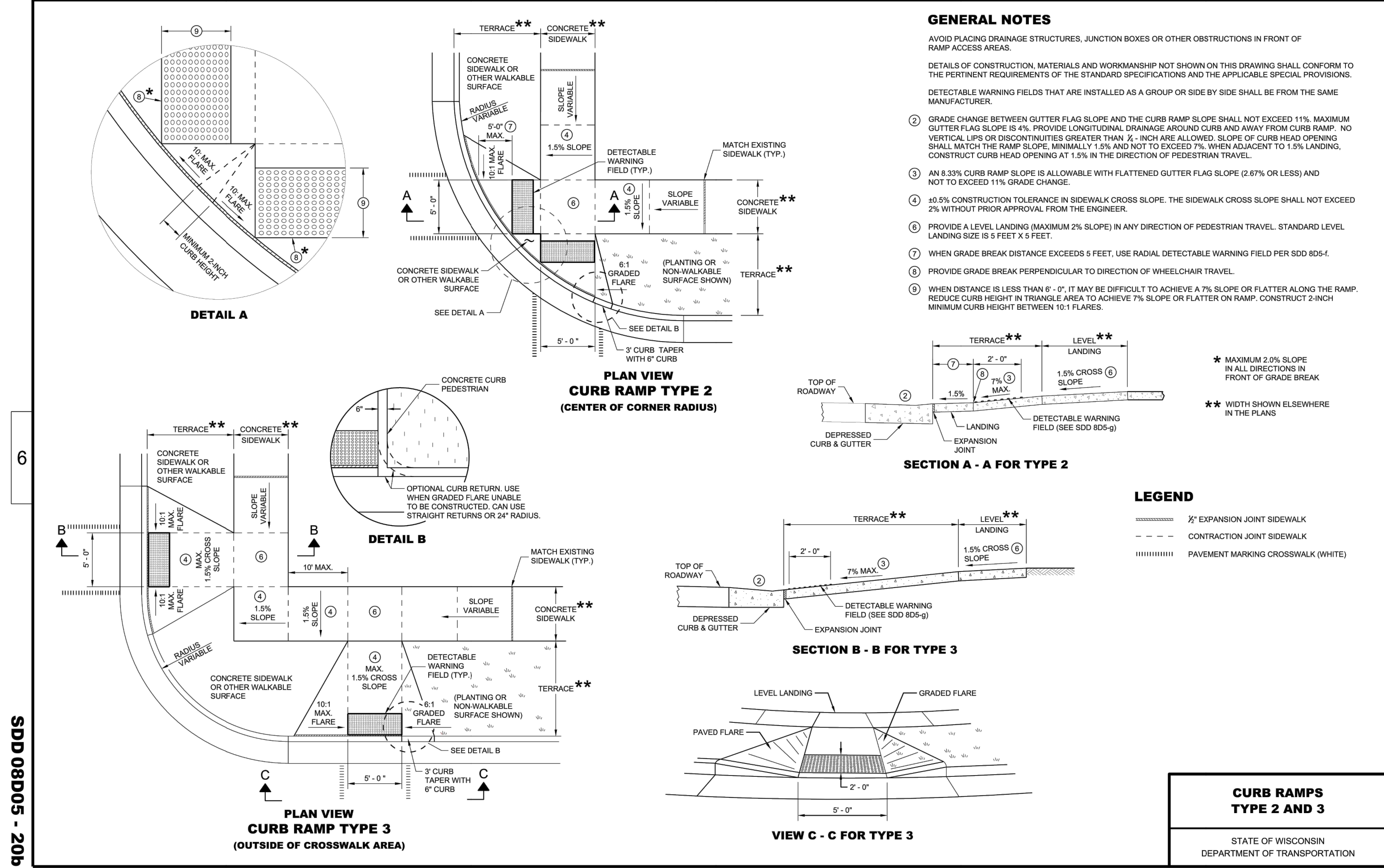
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DETAILS

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of 17

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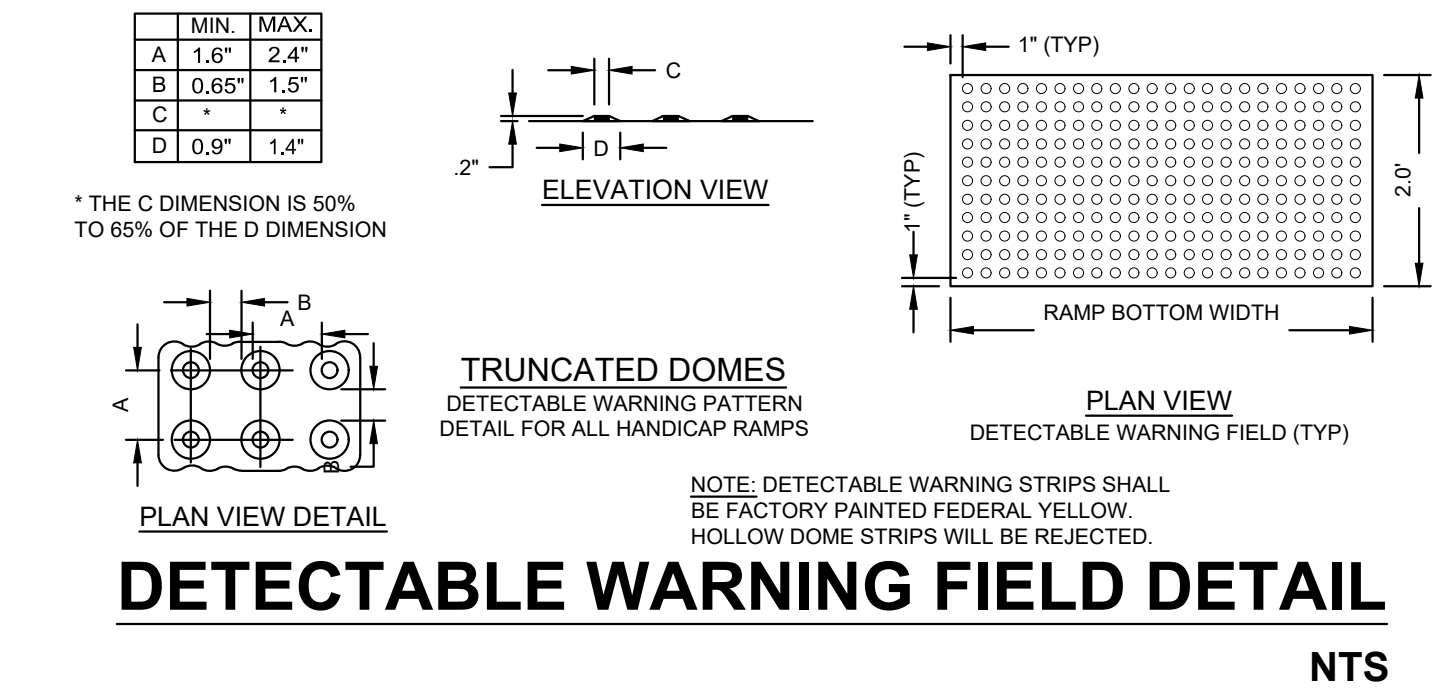
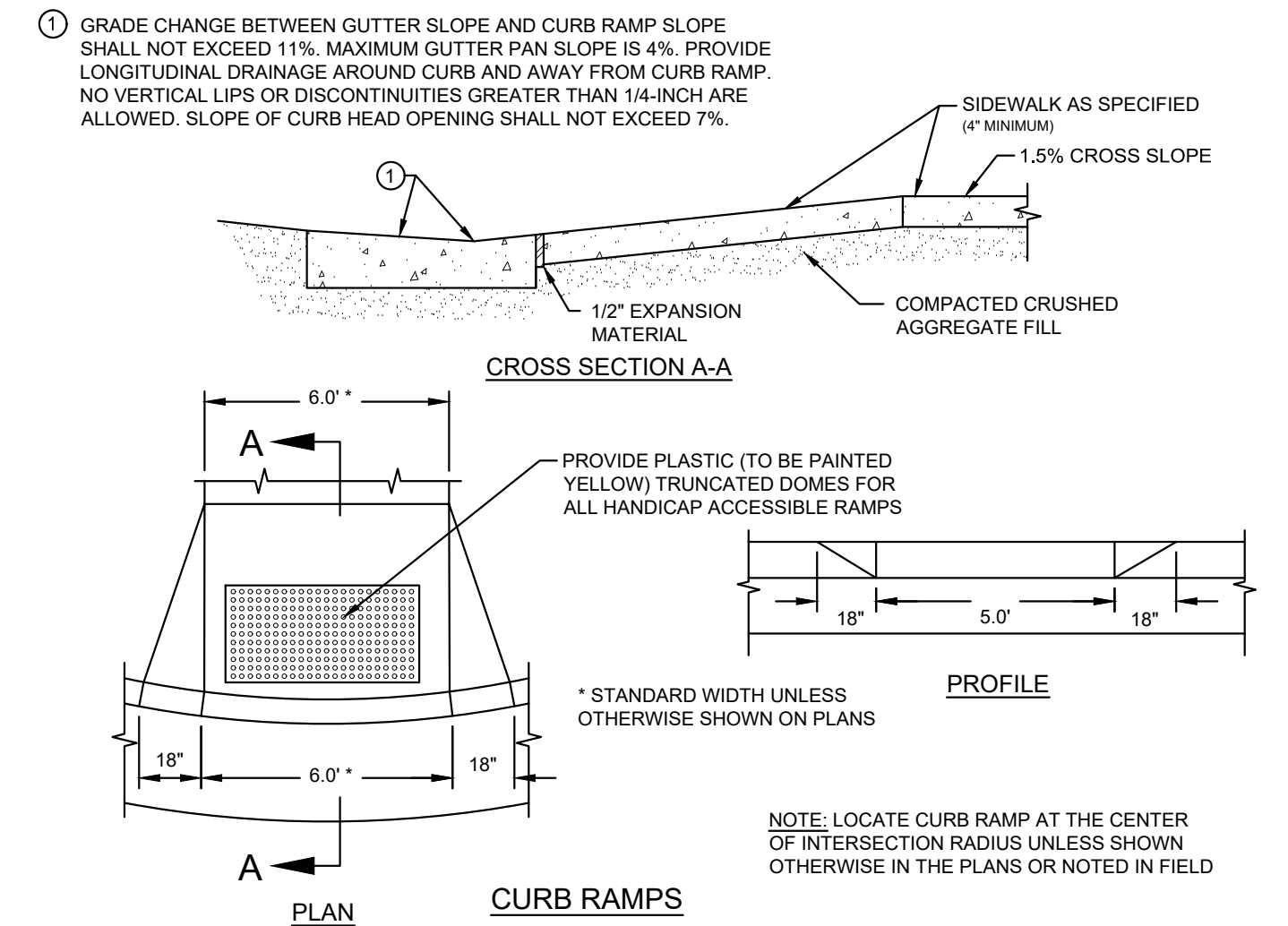


SDD 08D05-b Curb Ramps Types 2 and 3

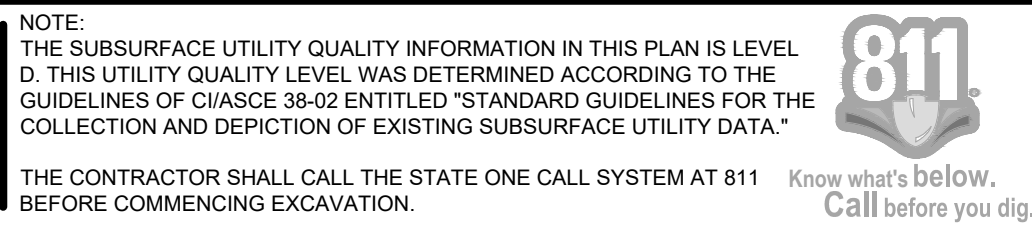


SUMP PUMP COLLECTOR PIPE CLEANOUT AND LATERAL ASSEMBLY DETAIL

NTS



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



THE OAKS OF JACKSON
VILLAGE OF JACKSON, WI, WI

TITLE & DETAILS
DETAILS

EROSION CONTROL NOTES:

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

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

13. INSTALL INLET PROTECTION PRIOR TO LAND-DISTURBING ACTIVITIES IN THE CONTRIBUTING DRAINAGE AREA(S) AND/OR IMMEDIATELY UPON INLET INSTALLATION. COMPLY WITH WDNR TECHNICAL STANDARD #1060.
14. STAGE CONSTRUCTION GRADING ACTIVITIES TO MINIMIZE THE CUMULATIVE EXPOSED AREA. CONDUCT TEMPORARY GRADING FOR EROSION CONTROL PER WDNR TECHNICAL STANDARD #1067.
15. COMPLETE AND STABILIZE SEDIMENT BASIN(S)/TRAP(S) OR WET PONDS PRIOR TO MASS LAND DISTURBANCE TO CONTROL RUNOFF DURING CONSTRUCTION. REMOVE SEDIMENT AS NEEDED TO MAINTAIN 3 FEET OF DEPTH TO THE OUTLET, AND PROPERLY DISPOSE OF SEDIMENT REMOVED DURING MAINTENANCE (REFER TO NR 528). CONSTRUCT AND MAINTAIN SEDIMENT BASIN(S)/TRAP(S) PER WDNR TECHNICAL STANDARD #1063.
16. INSTALL AND MAINTAIN SILT FENCING PER WDNR TECHNICAL STANDARD #1056. REMOVE SEDIMENT FROM BEHIND SILT FENCES AND SEDIMENT BARRIERS BEFORE SEDIMENT REACHES A DEPTH THAT IS EQUAL TO ONE HALF OF THE CONTROL PRACTICE'S HEIGHT. REPAIR BREAKS AND GAPS IN SILT FENCES AND BARRIERS IMMEDIATELY.
17. INSTALL AND MAINTAIN FILTER SOCKS IN ACCORDANCE WITH WDNT TECHNICAL STANDARD #1071.
18. ALL SIDE SLOPES 5:1 OR STEEPER SHALL BE RESTORED WITH CLASS I - TYPE 'A' EROSION MATTING, AND ALL AREAS OF CONCENTRATED FLOW SHALL BE RESTORED WITH CLASS II - TYPE 'B' CHANNEL MATTING. INSTALL AND MAINTAIN PER WDNR TECHNICAL STANDARDS #1052 AND #1053.

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

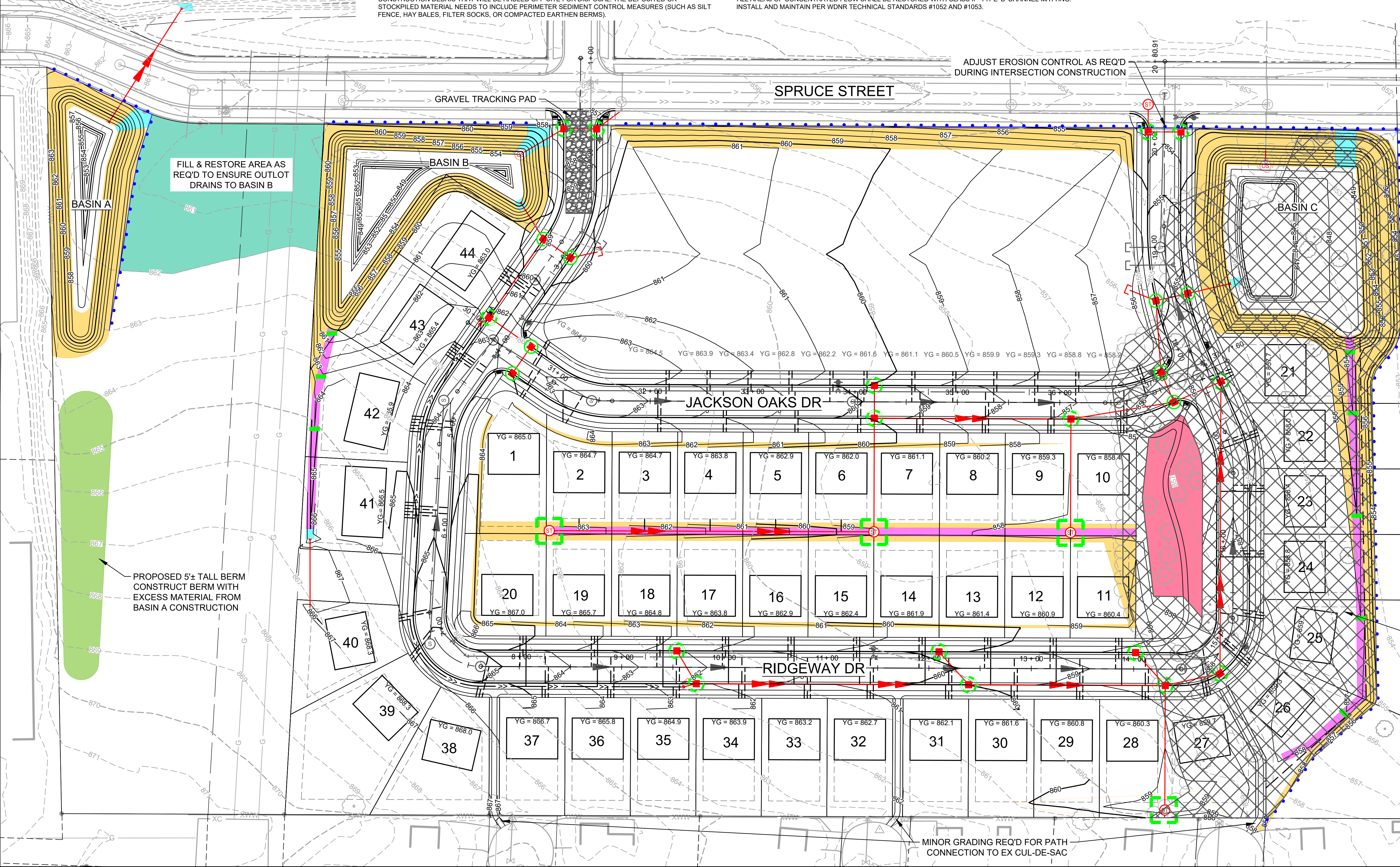
EROSION CONTROL LEGEND
SEE SHEET C 1.00 FOR DETAILS

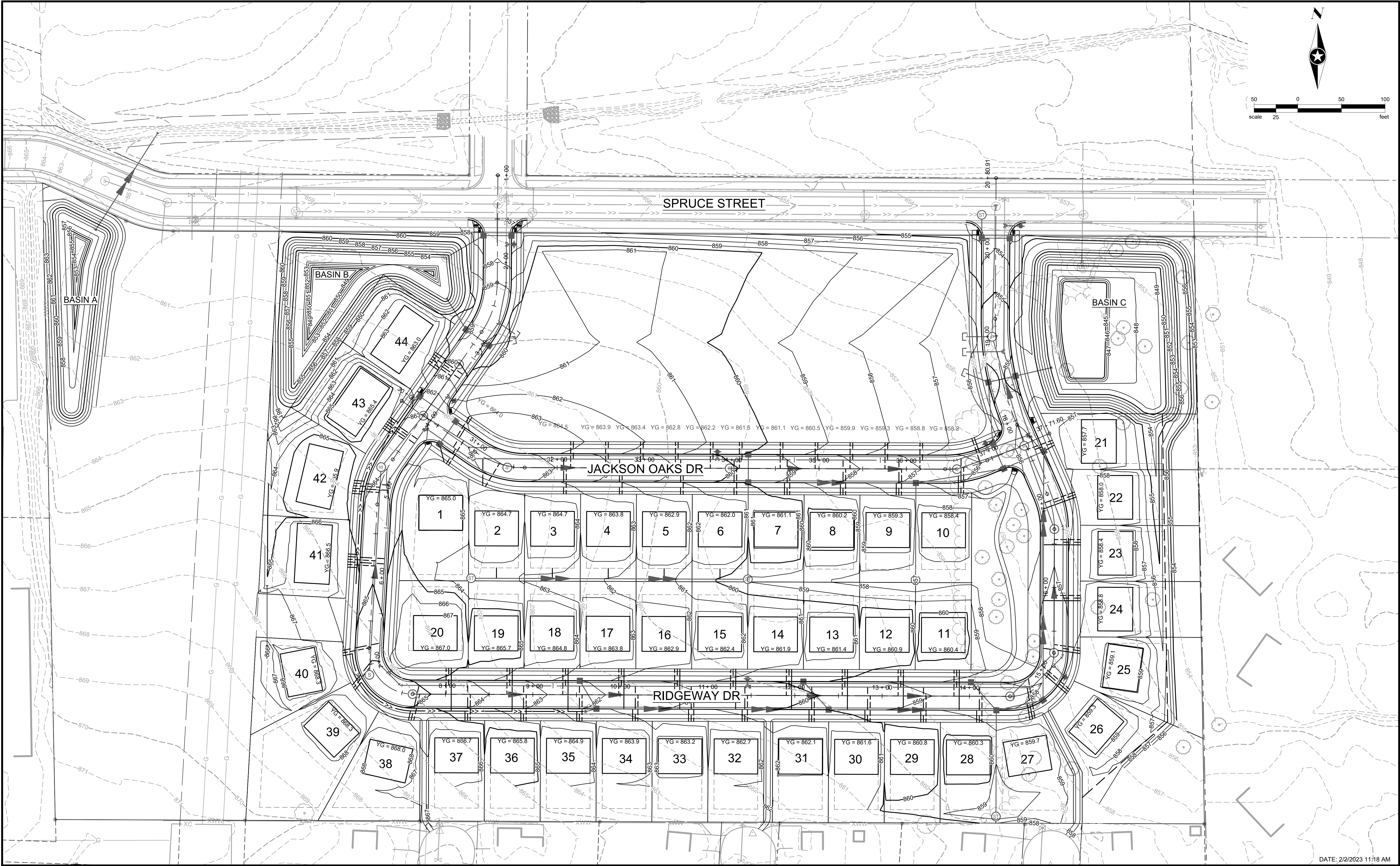
- INLET PROTECTION TYPE 'A'
- INLET PROTECTION TYPE 'C'
- INLET PROTECTION TYPE 'D'
- SEDIMENT LOG
- SILT FENCE
- CLASS I - TYPE 'A' ECRM
- CLASS II - TYPE 'B' CHANNEL MATTING
- CLASS III - TYPE 'B' TRM
- TREE PRESERVATION AREA
- CLEAR & GRUB LIMITS

CONSTRUCTION SEQUENCE

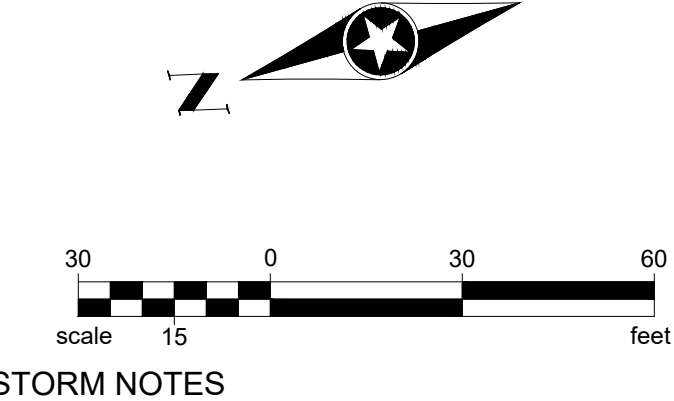
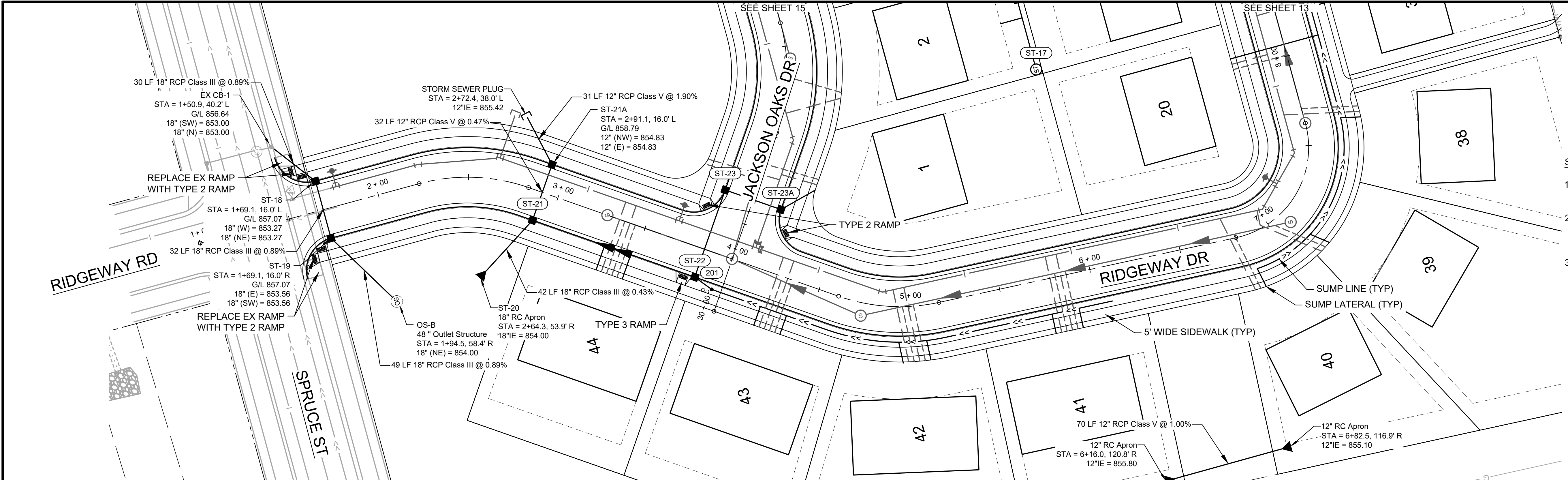
1. INSTALL STONE TRACKING PAD.
2. INSTALL SILT FENCE AND CLEAR/GRUB TREES.
3. STRIP AND STOCKPILE TOPSOIL IN THE AREAS OF THE STORMWATER BASINS.
4. CONSTRUCT BASINS. BASIN WET AREAS SHALL BE USED AS SEDIMENT CONTROL DEVICES DURING SITE DEVELOPMENT. DIRECT ALL STORMWATER TO THE WET CELLS DURING CONSTRUCTION.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

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

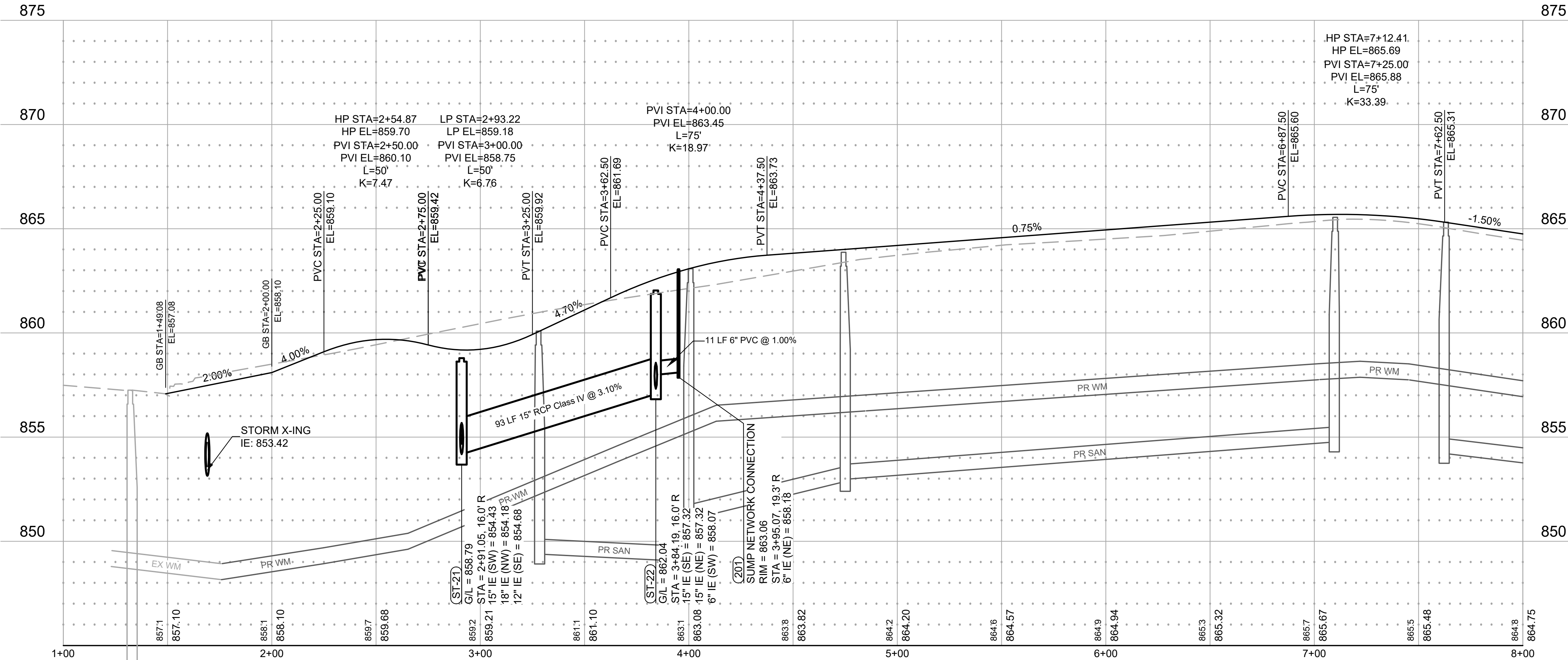




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- STORM NOTES**
1. ALL BUILDING SUMP LATERALS SHALL BE 6" PVC.
 2. ATTACH SUMP LATERALS TO THE NEAREST ADJACENT STORM MAINLINE, STRUCTURE, OR SUMP LINE AS REQ'D.
 3. INSTALL 6" PVC SUMP LINES WITH 4' MINIMUM COVER AND AT 1% MIN. SLOPE.



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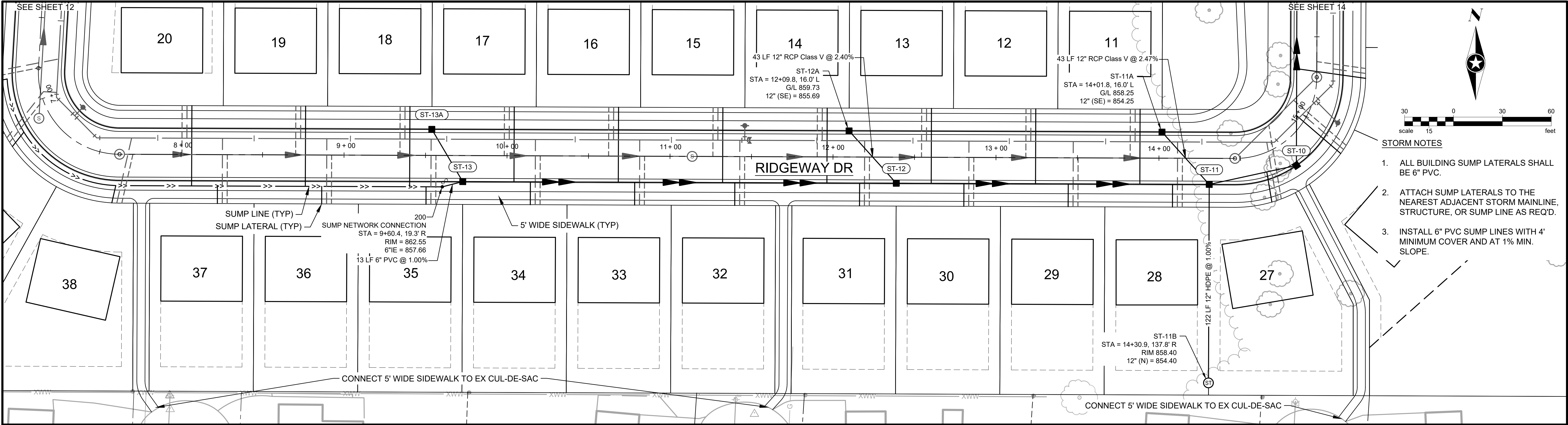


Know what's below.
Call before you dig.

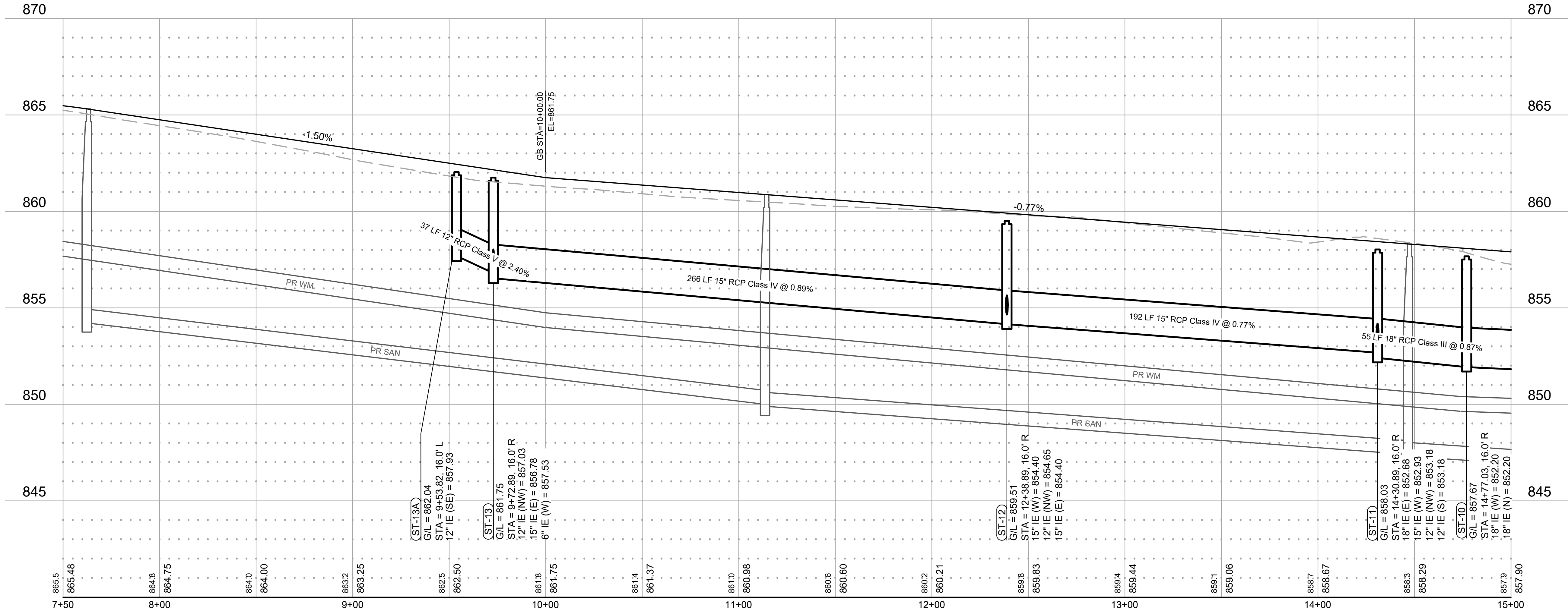
THE OAKS OF JACKSON
VILLAGE OF JACKSON, WI, WI

ROAD & STORM SEWER
RIDGEMAN DRIVE - STA 1+00 TO 8+00

DATE: 2/2/2023 11:19 AM



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



Save: 2/2/2023 11:11 AM zhochevar Plot: 2/2/2023 11:19 AM X:\F\J\JACK\17002615-final-dsgn\10-Civil\cad\dwg\sheet\UA170026PP-ST & RD.dwg

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

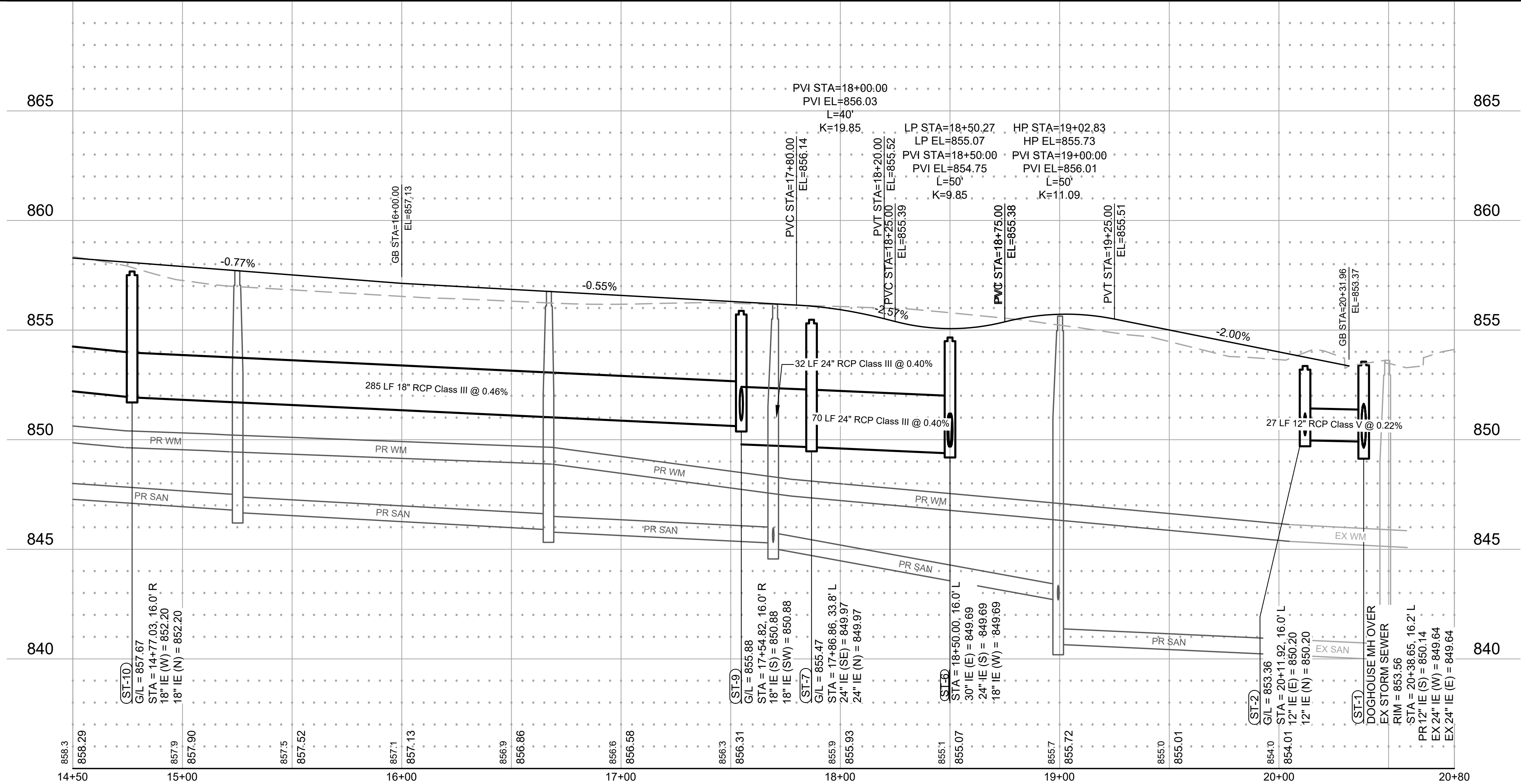
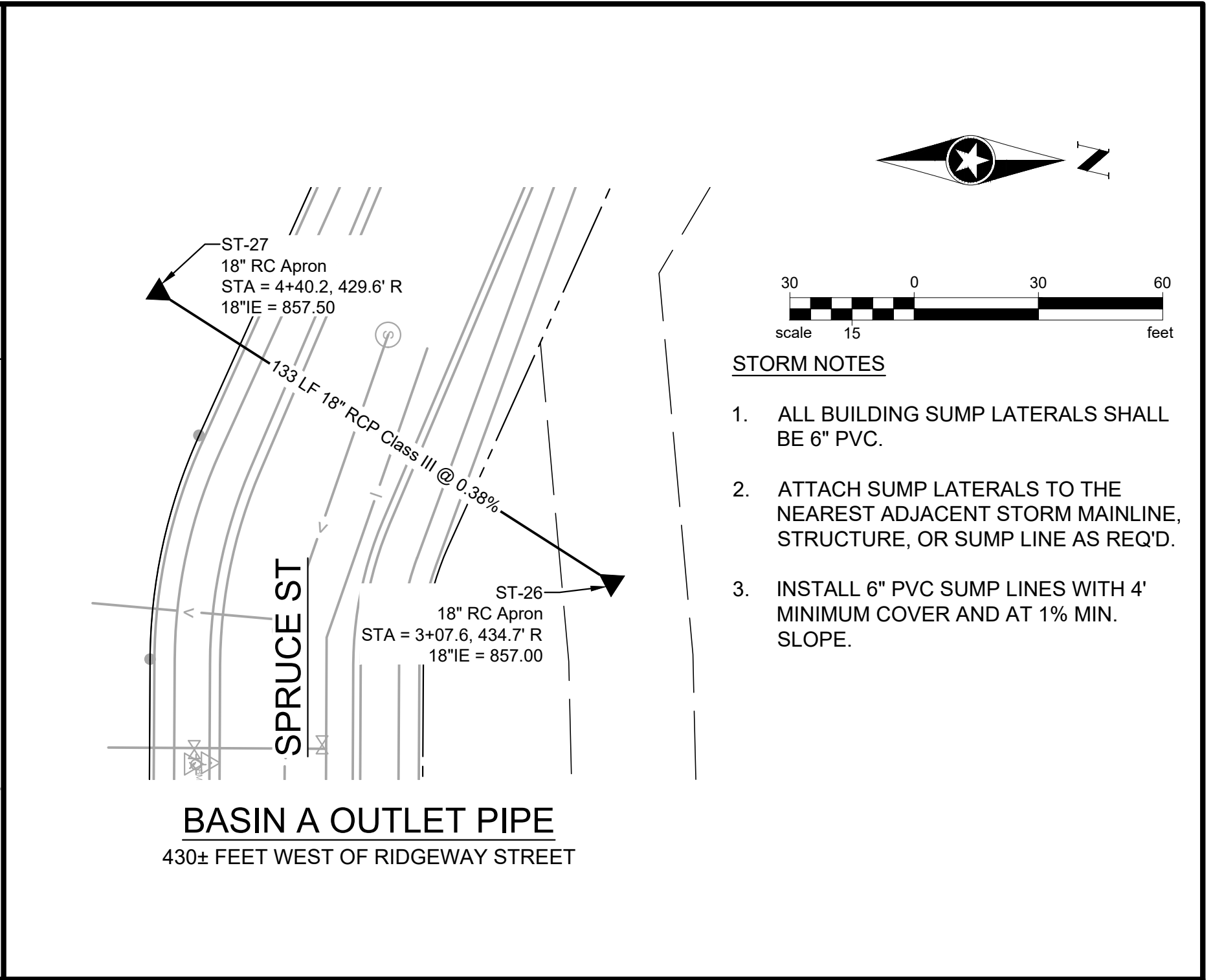
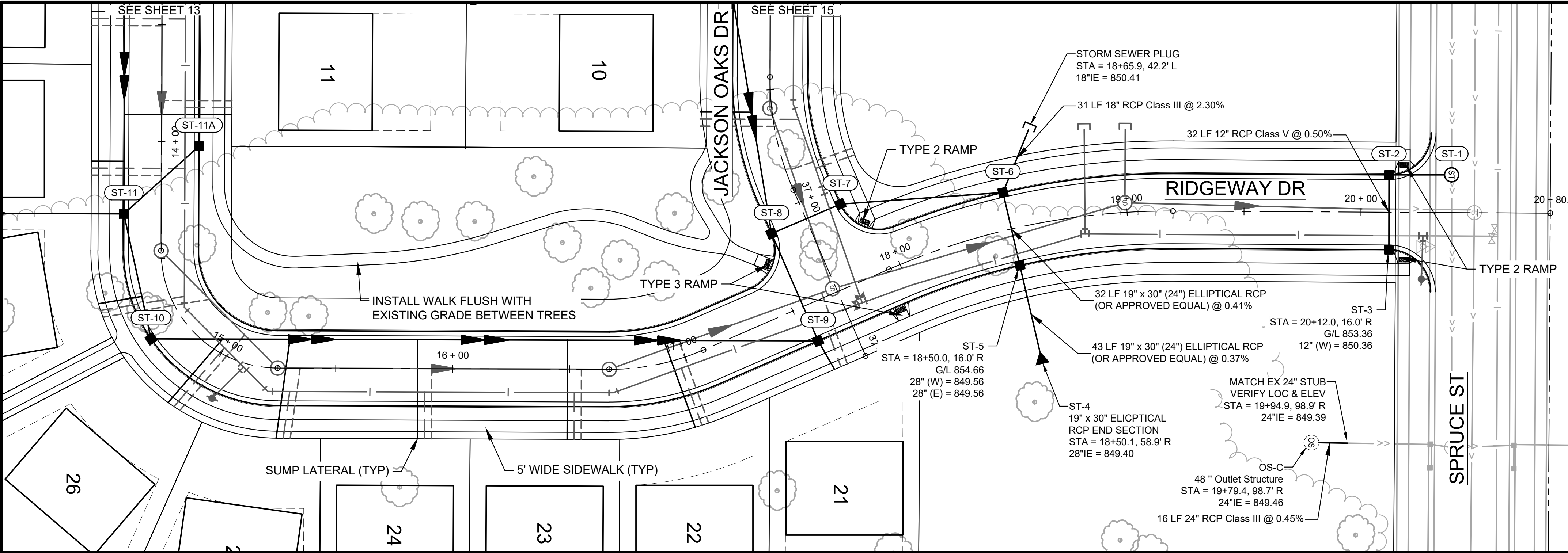
NOTE:
THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."
THE CONTRACTOR SHALL CALL THE STATE ONE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

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

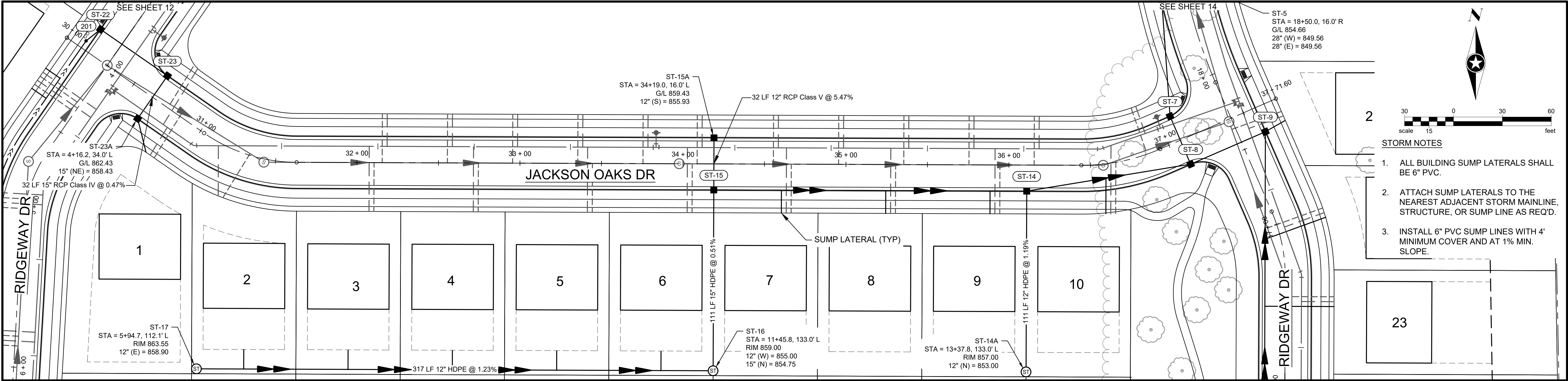
THE OAKS OF JACKSON
VILLAGE OF JACKSON, WI, WI

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

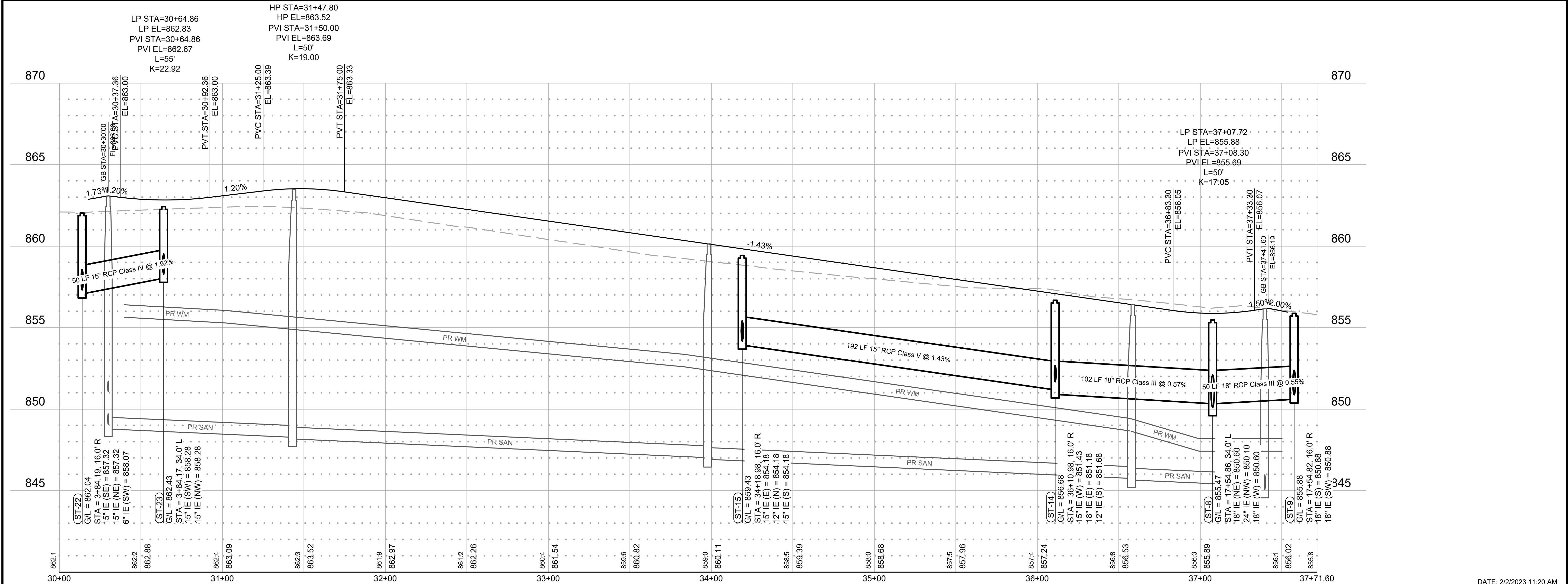
DATE: 2/2/2023 11:19 AM

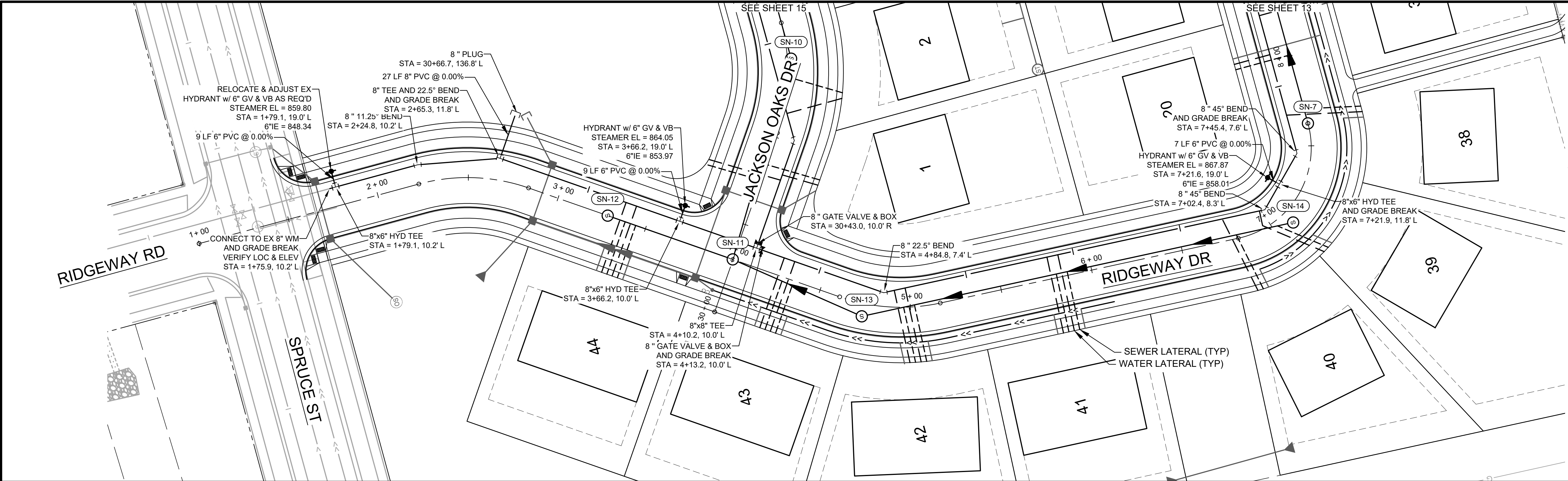


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- 2
- scale 15 30 0 30 60 feet
- STORM NOTES
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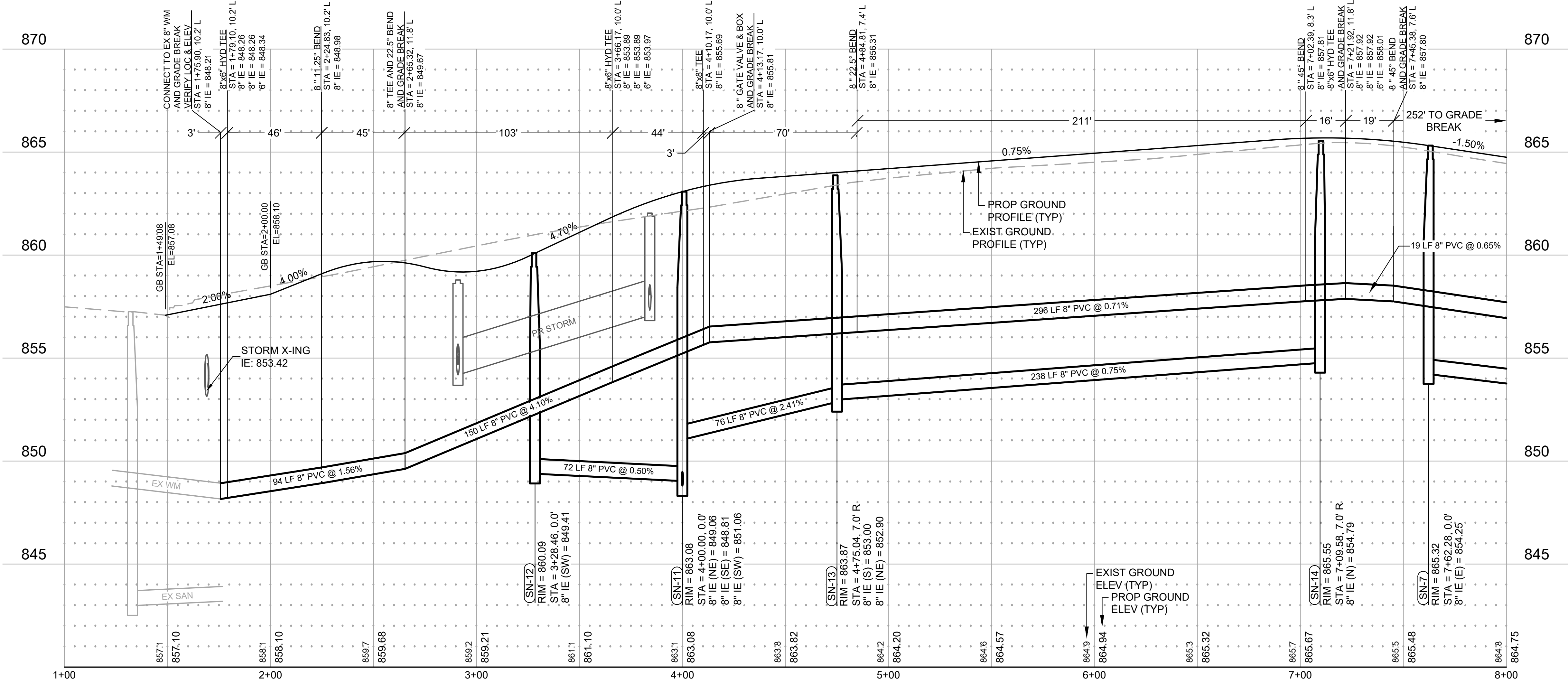




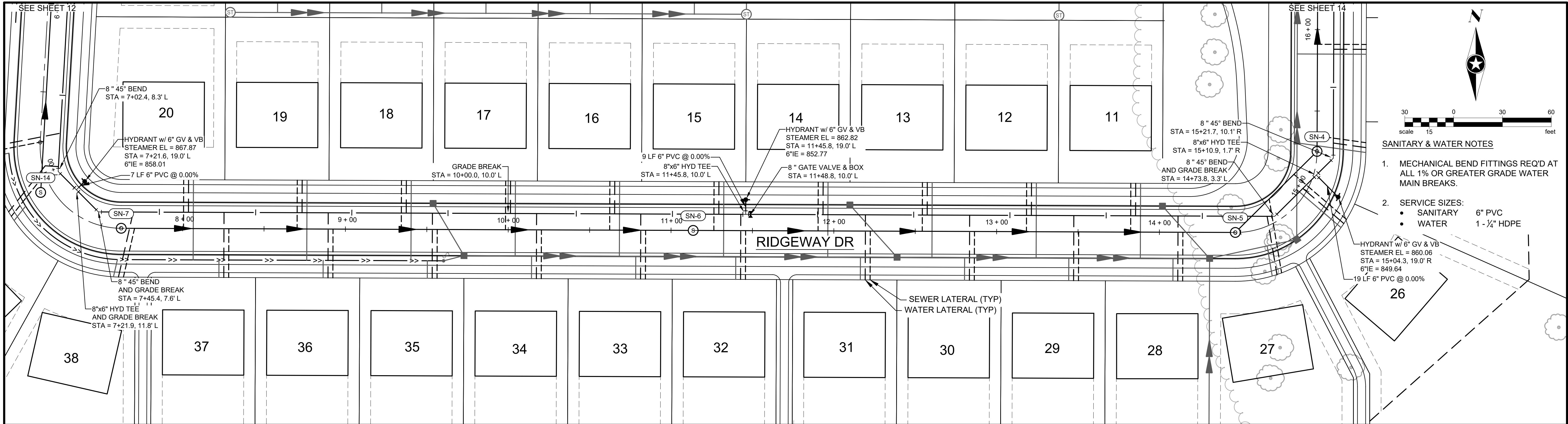
scale 15 feet

SANITARY & WATER NOTES

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

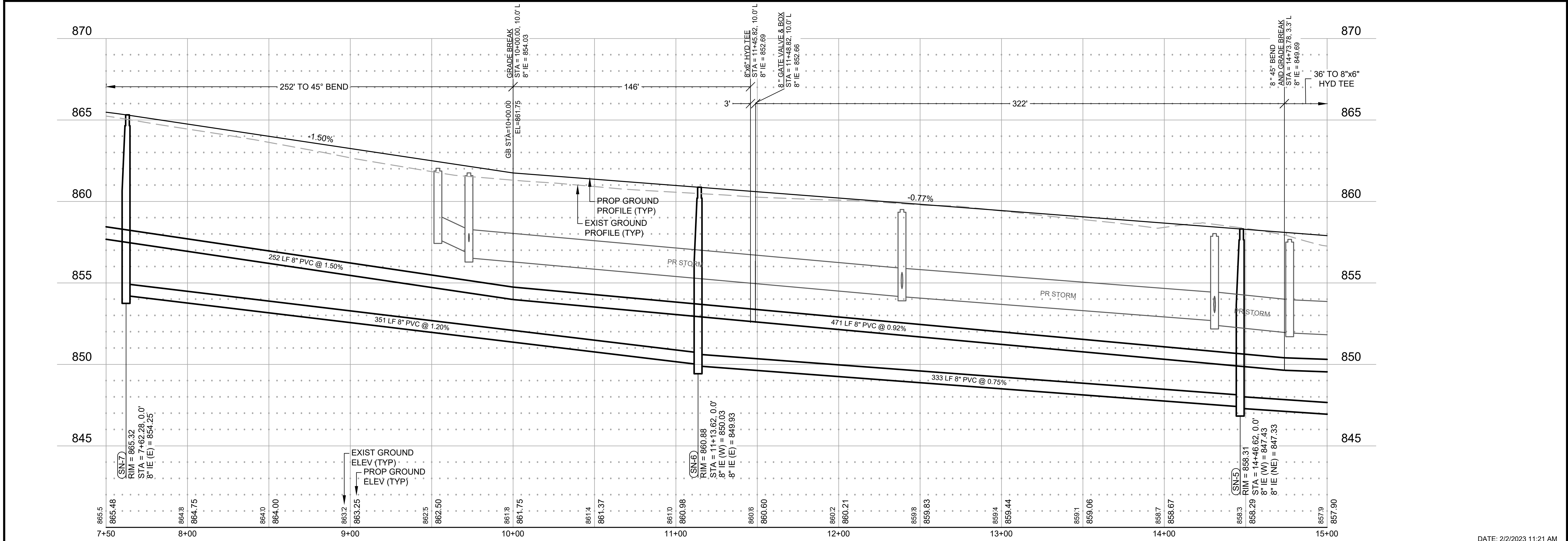


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SANITARY & WATER NOTES

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- SERVICE SIZES:
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 - WATER 1 - 1/4" HDPE



DATE: 2/2/2023 11:21 AM

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

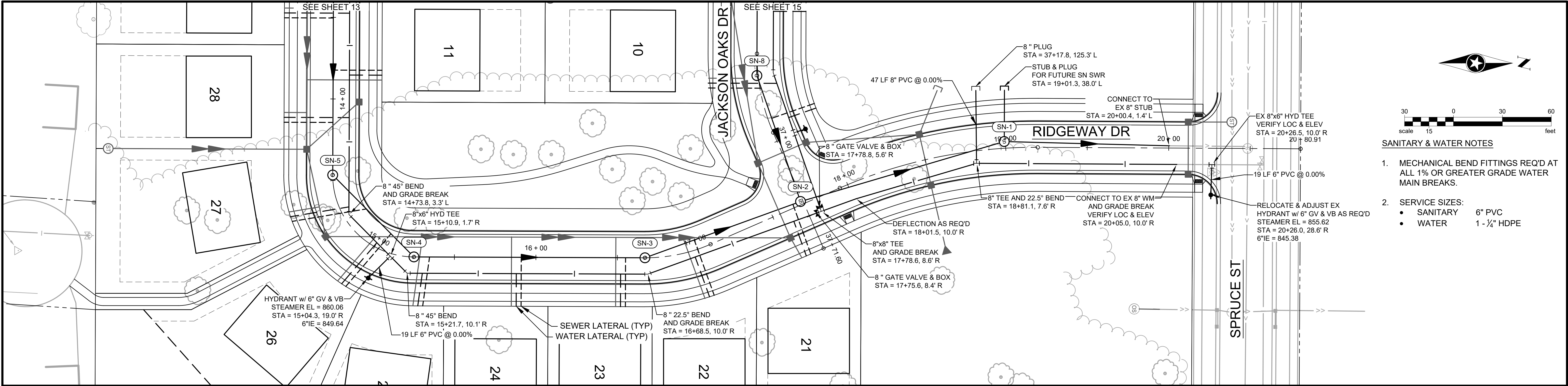
NOTE:
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D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE
GUIDELINES OF C/ASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE
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THE CONTRACTOR SHALL CALL THE STATE ONE CALL SYSTEM AT 811
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THE OAKS OF JACKSON
VILLAGE OF JACKSON, WI WI

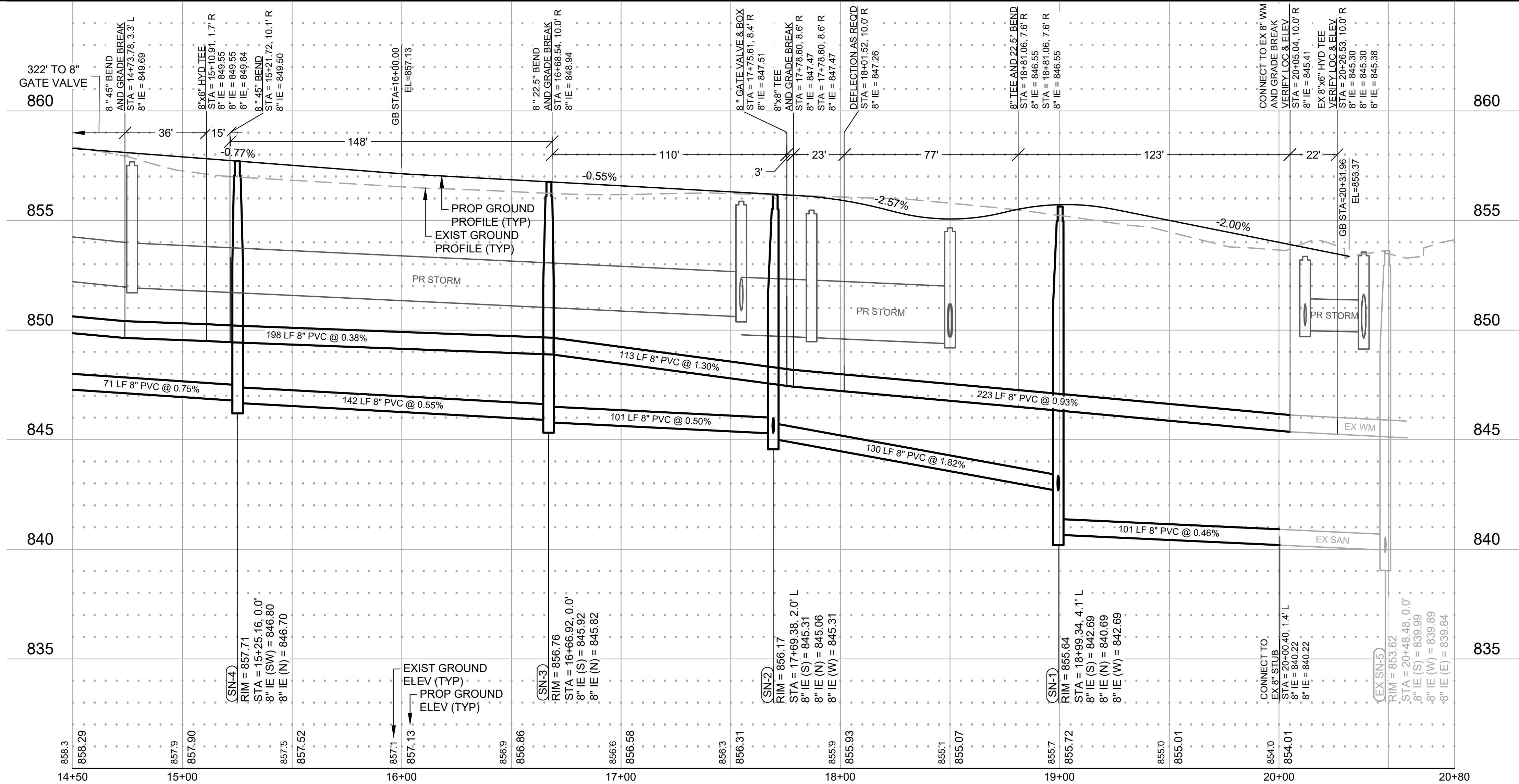
SANITARY SEWER & WATER MAIN
RIDGEWAY DRIVE - STA 8+00 TO 15+00

Save: 2/2/2023 11:10 AM zhochear Plot: 2/2/2023 11:21 AM X:\F\J\JACK\17002615-final-dsgn\51-drawings\10-Civil\cad\dwg\sheet\A170026PP SN & WM.dwg

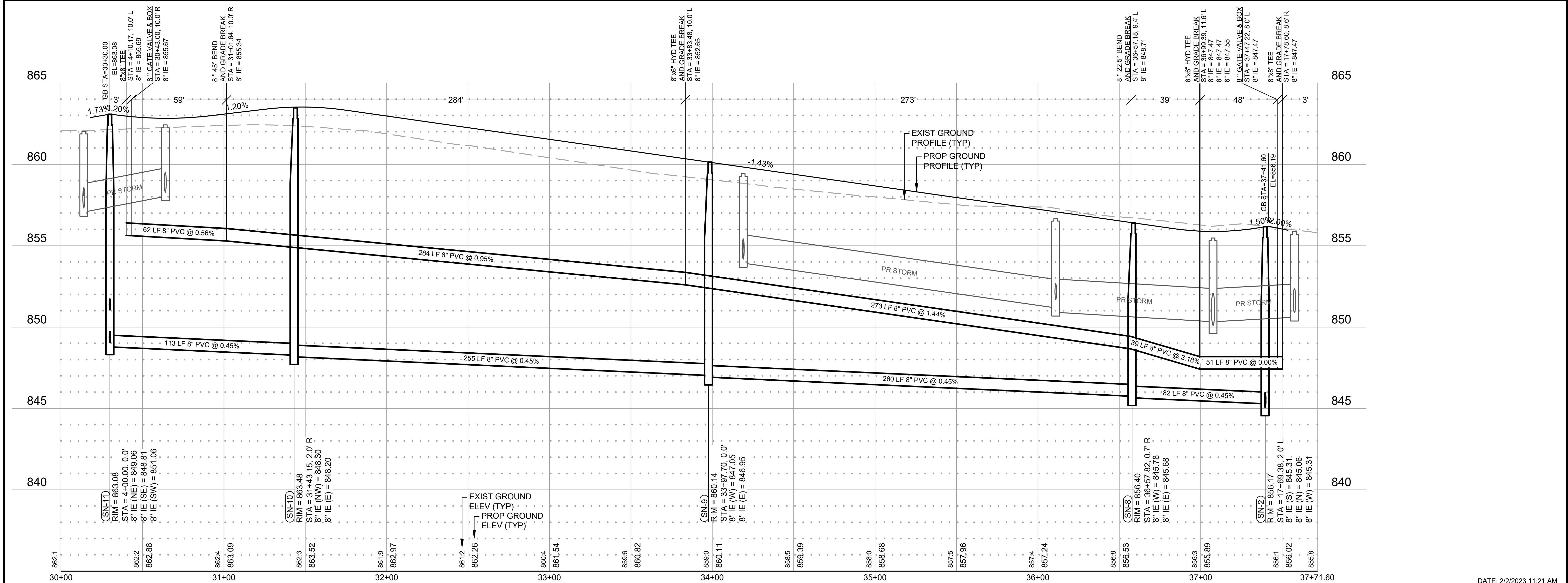
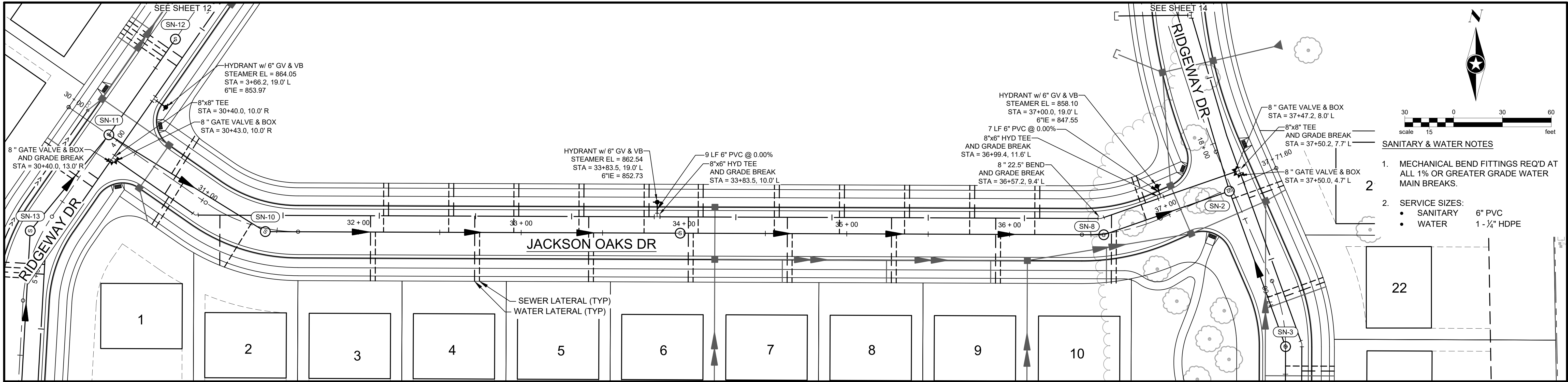


SANITARY & WATER NOTES

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Save: 2/2/2023 11:10 AM zhochevar Plot: 2/2/2023 11:21 AM X:\F\J\JACK\17002615-final-dsgn\51-drawings\10-Civil\cad\dwg\sheet\UA170026PP SN & WM.dwg

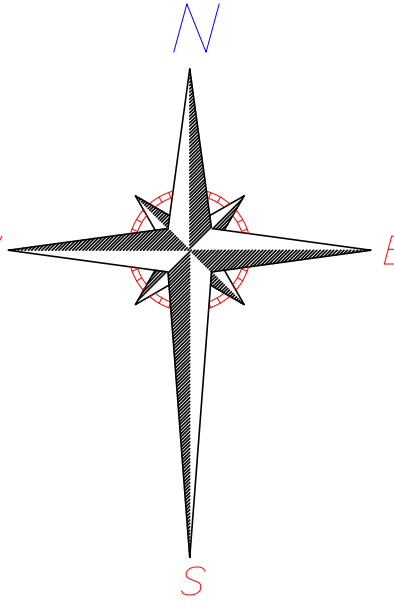
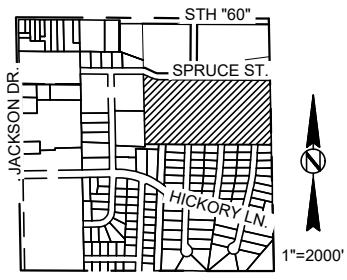


PRELIMINARY PLAT OF
THE OAKS OF JACKSON

LOT DETAIL

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

LOCATION MAP



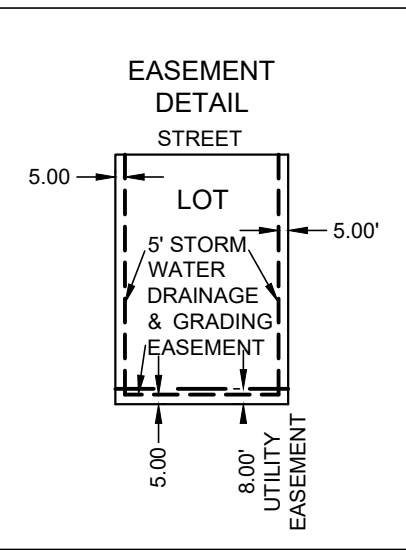
BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, NAD 83/2011 SOUTH ZONE -THE NORTH LINE OF THE NW 1/4 OF SECTION 20-10-10 BEARS S89°40'10"E, VERTICAL DATUM NAVD 88

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

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

LEGEND

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



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

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



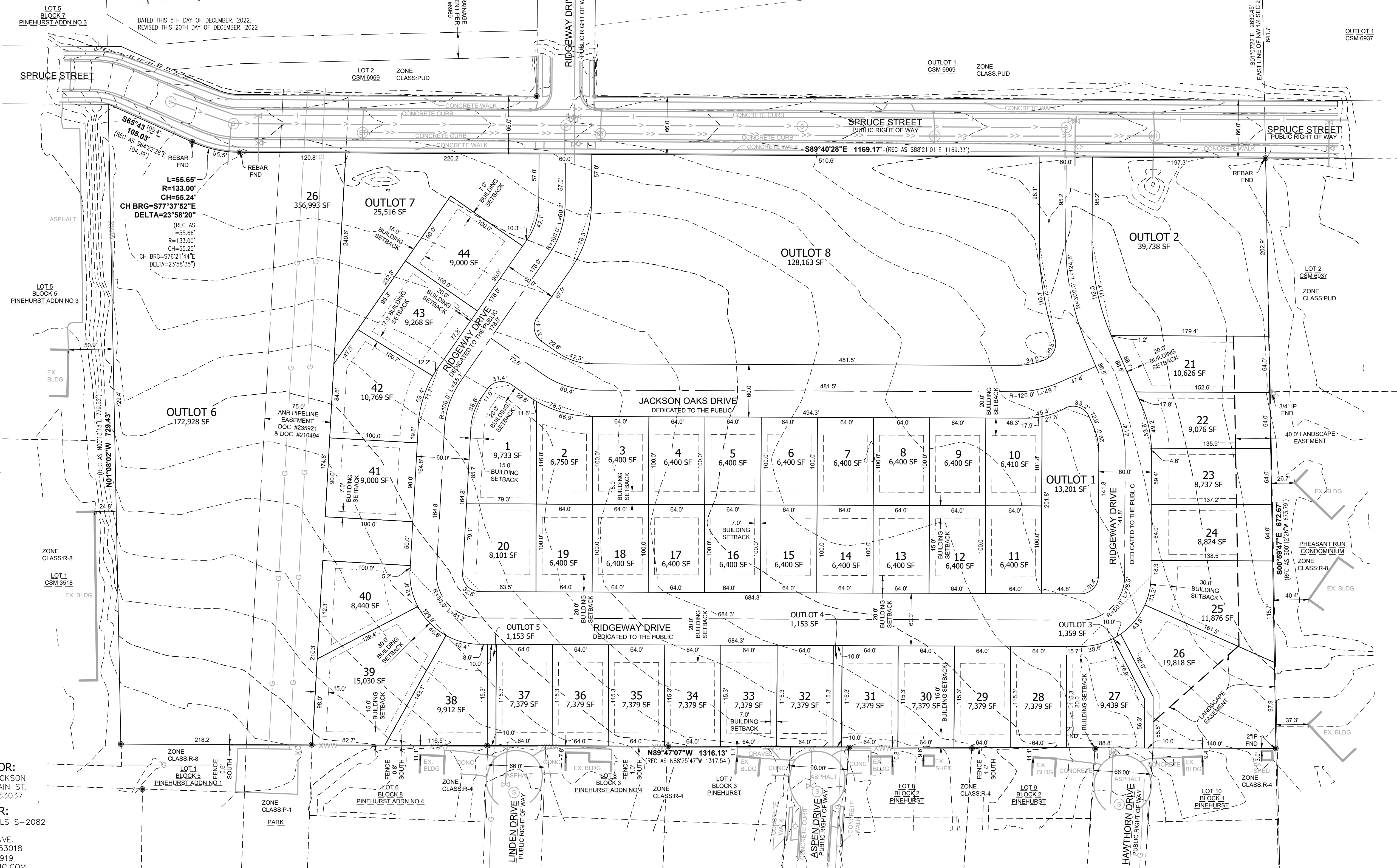
PROJECT JACKV #170026

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

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



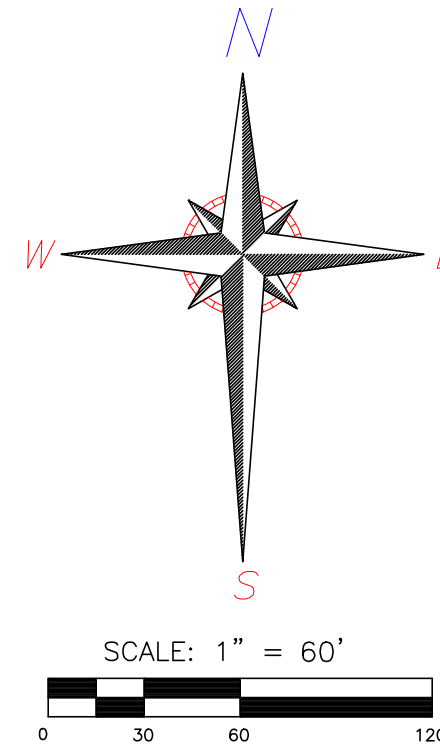
DATED THIS 5TH DAY OF DECEMBER, 2022.
REVISED THIS 20TH DAY OF DECEMBER, 2022



PRELIMINARY PLAT OF
THE OAKS OF JACKSON

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

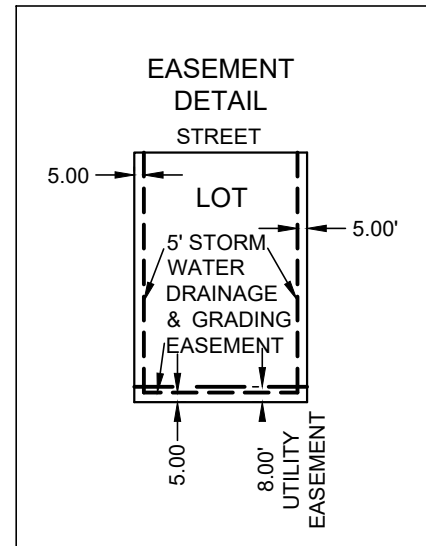
TOPOGRAPHIC DETAIL



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

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

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



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OTHER LOT & OUTLOT CORNERS
- CONCRETE MONUMENT W/ BRASS CAP FOUND
- 2" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- NO ACCESS



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

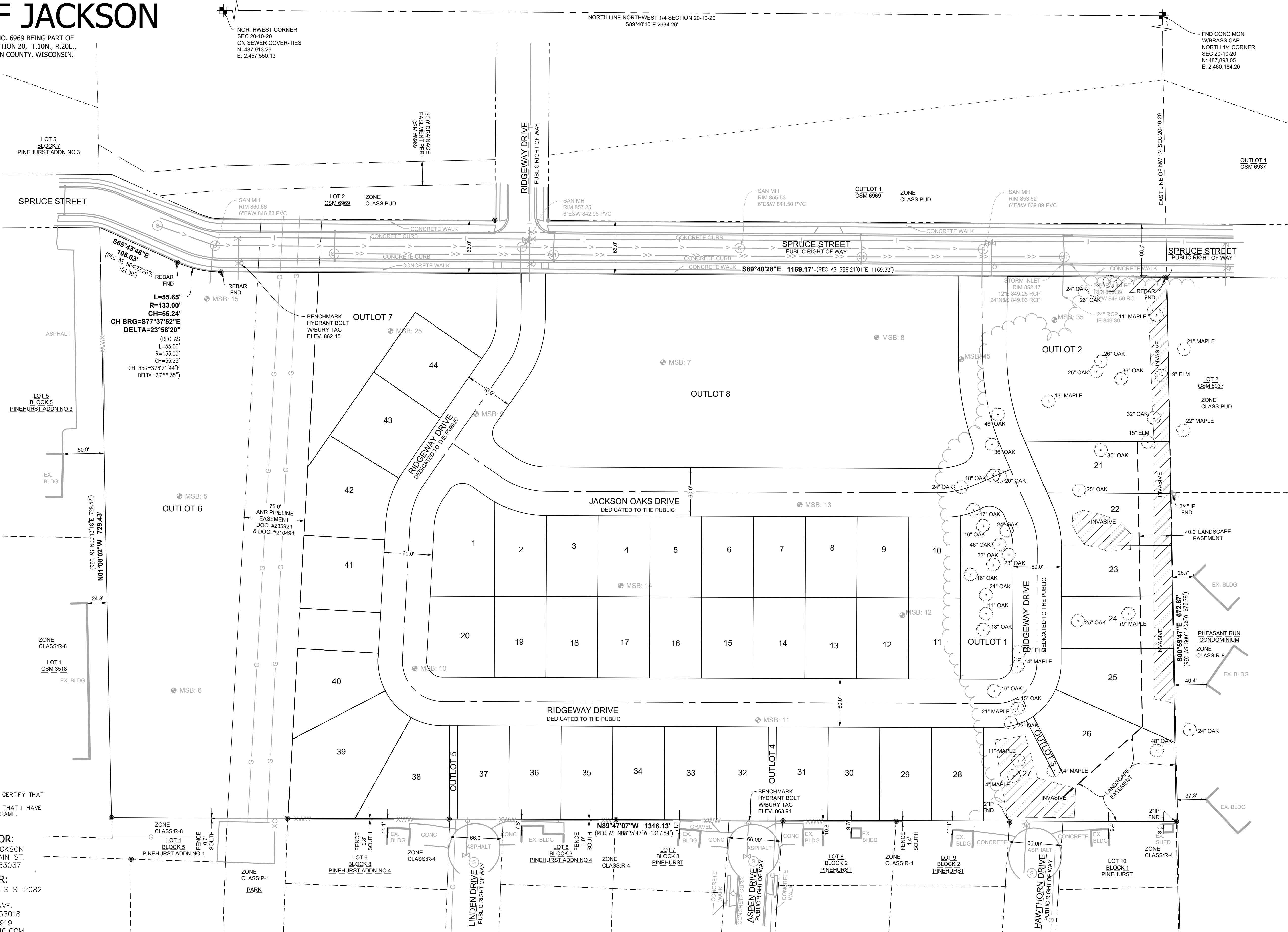
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SURVEY FOR:
VILLAGE OF JACKSON
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JACKSON, WI 53037

SURVEYOR:
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501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM



PROJECT JACKV #170026

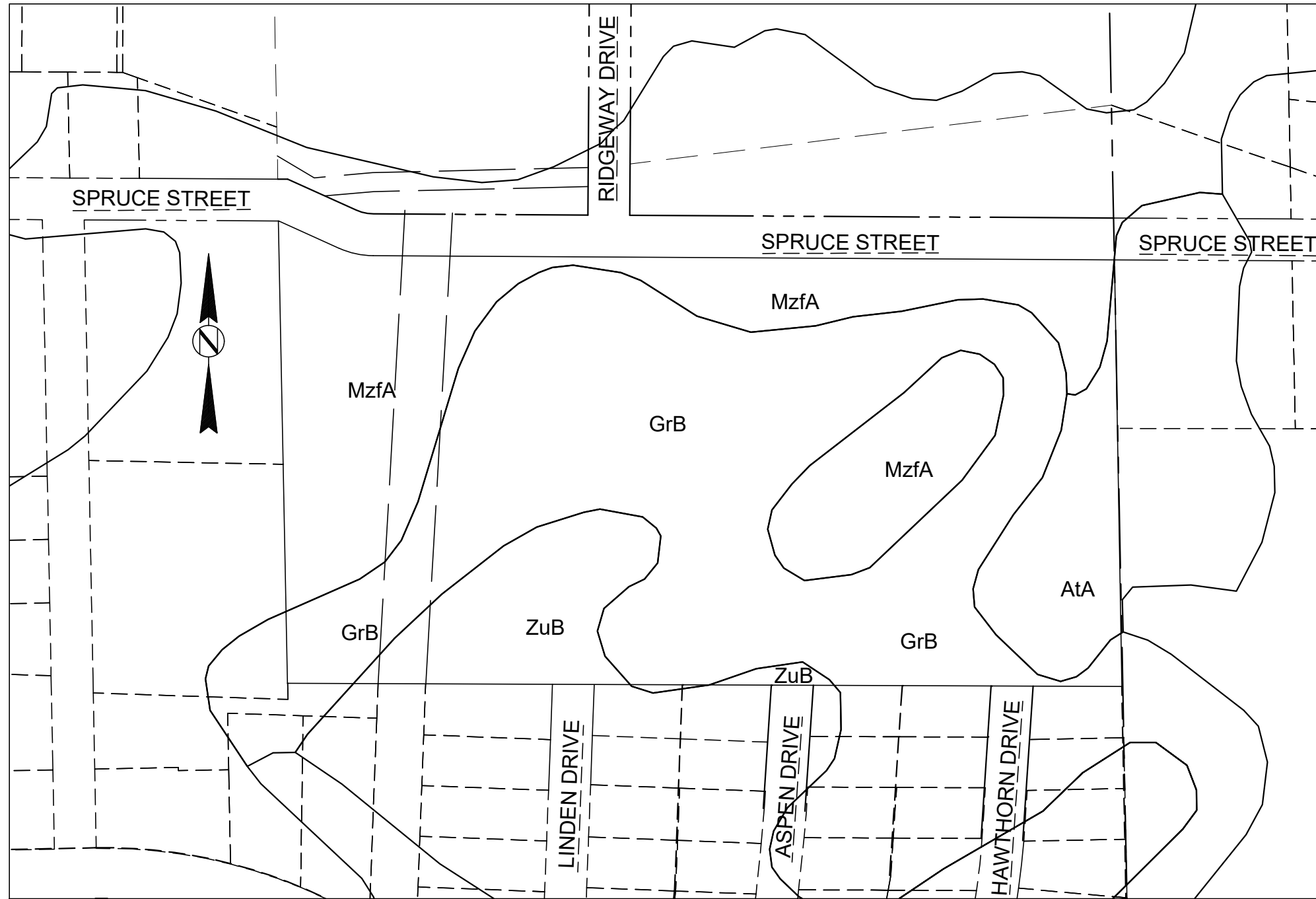


PRELIMINARY PLAT OF
THE OAKS OF JACKSON

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

NOTES:

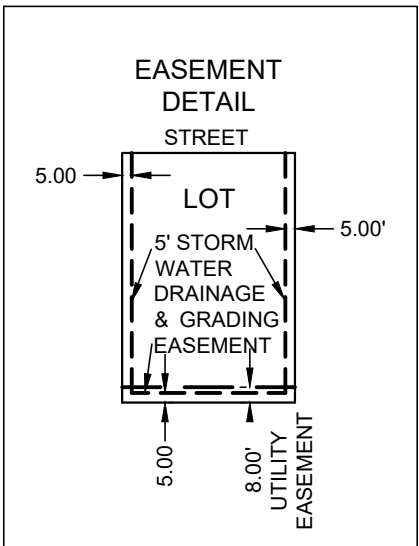
- TOTAL AREA = 890,673 S.F. 20.45 AC.
- EACH INDIVIDUAL LOT OWNER SHALL HAVE UNDIVIDABLE FRACTIONAL OWNERSHIP OF OUTLOTS 1, 2 AND 7, AND SHALL EACH BE LIABLE FOR AN EQUAL AND UNDIVIDABLE FRACTIONAL SHARE OF THE COST TO MAINTAIN SAID OUTLOTS. WASHINGTON COUNTY SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL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



SOILS MAP
1"=200'

LEGEND

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



SURVEY FOR:

VILLAGE OF JACKSON
N168W19851 MAIN ST.
JACKSON, WI 53037

SURVEYOR:

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

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

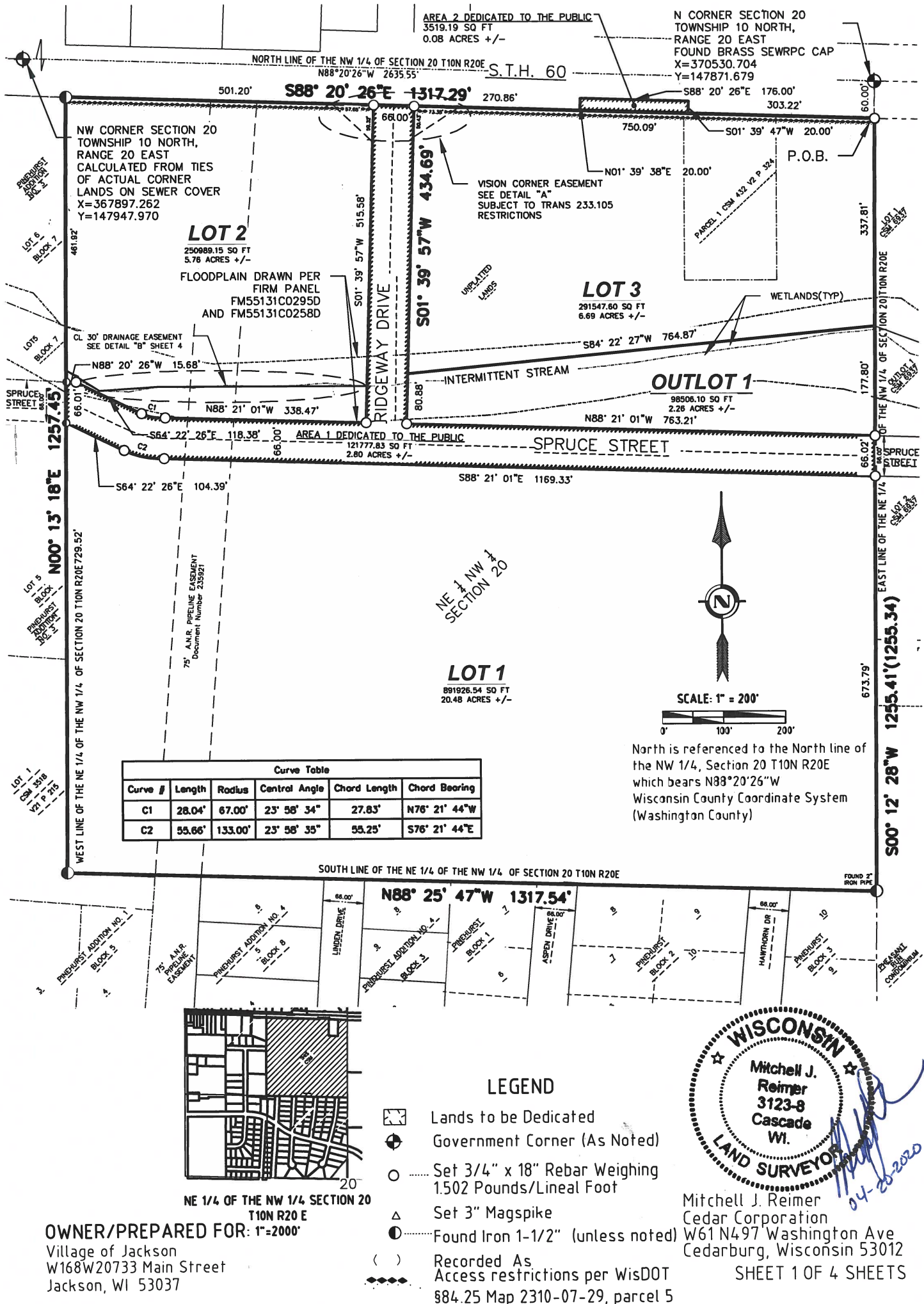


DATED THIS 5TH DAY OF DECEMBER, 2022.
REVISED THIS 20TH DAY OF DECEMBER, 2022



PROJECT JACKV #170026

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



CERTIFIED SURVEY MAP NO. _____
VOLUME _____, PAGE _____.

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

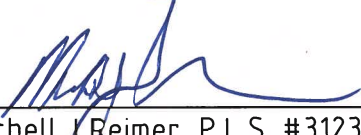
SURVEYOR'S CERTIFICATE

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

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

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

Dated this 20th day of April, 2020.



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



CERTIFIED SURVEY MAP NO. _____
VOLUME _____, PAGE _____.

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

CORPORATE OWNER'S CERTIFICATE

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

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

By: _____
John Walther - Village Administrator

Dated _____, 2020

STATE OF WISCONSIN)
WASHINGTON COUNTY) ss

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

_____ Notary Public, _____ Wisconsin

My commission expires _____



VILLAGE BOARD APPROVAL:

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

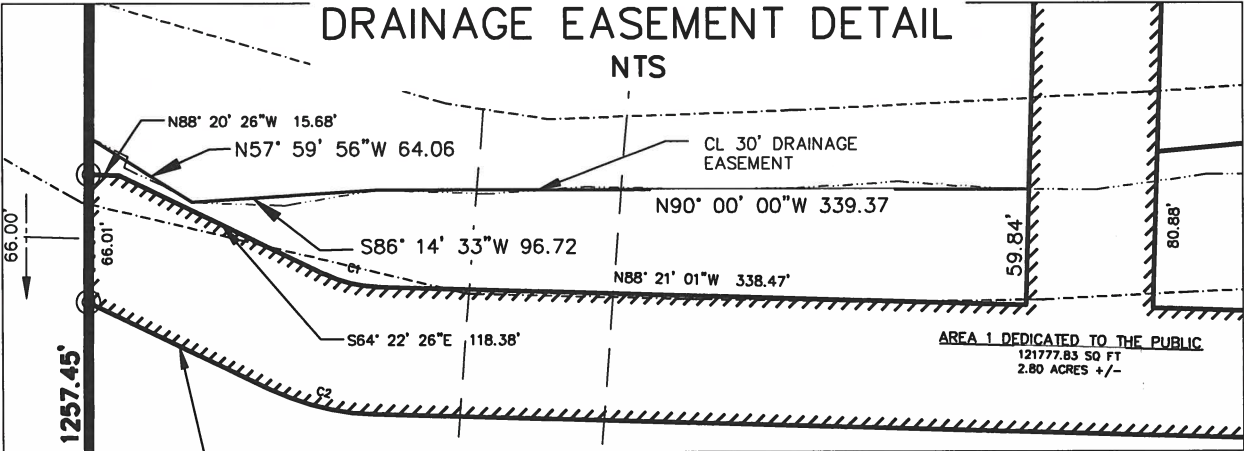
Approved this _____ day of _____, 2020. _____
Mike Schwab - Village President

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

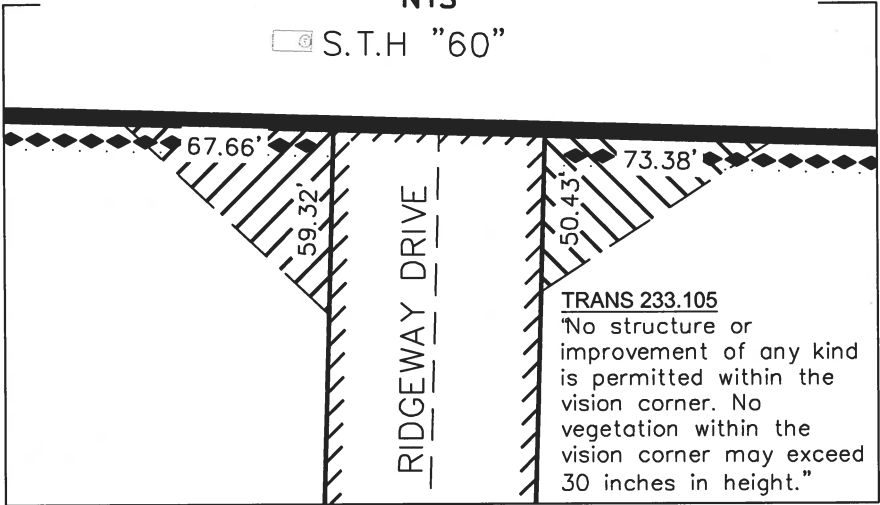
CERTIFIED SURVEY MAP NO. _____
VOLUME _____, PAGE _____.

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

DETAIL "B"
DRAINAGE EASEMENT DETAIL
NTS



DETAIL "A"
VISION CORNER EASEMENT DETAIL
NTS



DECLARATION OF PROTECTIVE COVENANTS OF THE OAKS OF JACKSON
DRAFT 2/15/2023

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

RECITALS

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

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

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

DECLARATION

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

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

ARTICLE 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. ARCHITECTURAL CONTROL

2.1 Architectural Controls; Restrictions on Development.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5 Grading and Landscaping.

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

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

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

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

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

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

ARTICLE 3. ASSOCIATION OF OWNERS

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

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

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

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

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

ARTICLE 4. ASSESSMENTS

4.1 Budget and Assessments.

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

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

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

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

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

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

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

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

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

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

ARTICLE 5. MAINTENANCE AND ALTERATIONS

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

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

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

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

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

ARTICLE 6. RESTRICTIONS ON USE AND OCCUPANCY

6.1 Permitted Uses.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7. SPECIAL FEATURES

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

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

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

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

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

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

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

ARTICLE 8. INSURANCE

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

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

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

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

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

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

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

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

ARTICLE 9. AMENDMENT OF DECLARATION

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

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

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

ARTICLE 10. RIGHTS OF DECLARANT

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

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

ARTICLE 11. REMEDIES

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

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

ARTICLE 12. EASEMENTS

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

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

ARTICLE 13. TERMINATION

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

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

ARTICLE 14. CONSTRUCTION AND EFFECT

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

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

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

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

14.5 Remedies. All remedies herein are cumulative.

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

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

DRAFT

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

DECLARANT:

THE VILLAGE OF JACKSON,
a Wisconsin municipal corporation

By: _____
Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF WASHINGTON)

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

[SEAL]

Name: _____
Notary Public, State of Wisconsin
My commission: _____

This instrument was drafted by:

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

THE OAKS OF JACKSON DEVELOPMENT AGREEMENT

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE PAGE TO FOLLOW

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

Dated this _____ day of _____, 2023.

VILLAGE OF JACKSON

By: _____
Mike Schwab, Village President

Attest: _____

Dated this _____ day of _____, 2023.

Other Signatures

By: _____
Authorized Representative

STAFF MEMO

Village of Jackson Plan Commission

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

Agenda Item: Item #4

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

From: Collin Johnson, Director of Inspections & Zoning

Subject: Ordinance 23-04 - Rezoning of Parcel V3_053600C

Background and Analysis:

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

In keeping with that vision, staff have identified the need for rezoning of parcel #V3_053600C from Planned Unit Development (PUD) to B-1 (Community Business District). The parcel is 5.76 acres or 250,905.6 square feet in area. The parcel includes roughly 500 feet of frontage along Highway 60/Main Street to the north, 516 feet along Ridgeway Drive to the east, and 485 feet along Spruce Street to the south. The western property line is roughly 462 feet in length and abuts an existing commercial parcel that contains mixed business uses.

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

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

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

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

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

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

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

Comprehensive Plan & Zoning Impacts:

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

Site Plan:

See attached aerial map included in DRAFT Ordinance.

Additional Staff Comments:

None

Review Procedures:

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

Notice Requirements:

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

Potential Action:

Recommend the Village Board approve Ordinance #23-04 amending the zoning for Parcel #V3_053600C and to amend the zoning map accordingly.

Attachments:

- Ordinance 23-04 (DRAFT)

ORDINANCE #23-04

**TO REZONE PARCEL V3_053600C IN THE VILLAGE OF JACKSON AND TO
AMEND THE ZONING MAP OF THE VILLAGE OF JACKSON PURSUANT TO
SECTION 48.34 OF THE MUNICIPAL CODE**

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

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

WHEREAS, the Village of Jackson hereby proposes to amend the zoning classification of Tax Parcel V3_053600C; and

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

WHEREAS, the Village of Jackson Plan Commission considered the matter at its meeting on February 16, 2023, and recommended approval; and

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

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

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

Section 1. To amend the zoning designation of the subject property, as described above, and depicted as Parcel V3_053600C on Exhibit A, attached hereto, from Planned Unit Development (PUD) to B-1 (Community Business District), and to amend the zoning map of the Village of Jackson to incorporate the zoning of the subject property.

Section 2. Effective Date

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

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

Introduced by: _____

Seconded by: _____

Vote: _____aye _____nay

Passed and approved _____

VILLAGE OF JACKSON

By: _____
Michael E. Schwab, Village President

Attest:

Jilline S. Dobratz, Village Clerk

Proof of Posting:

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

Village Official

Date

EXHIBIT A - Parcel V3_053600C



STAFF MEMO

Village of Jackson Plan Commission

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

Agenda Item: Item #5

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

From: Collin Johnson, Director of Inspections & Zoning

Subject: Village Parking Requirements

Background and Analysis:

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

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

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

Comprehensive Plan & Zoning Impacts:

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

Site Plan:

Not Applicable

Additional Staff Comments:

None

Review Procedures:

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

Notice Requirements:

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

Potential Action:

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

Attachments:

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

ORDINANCE #23-05

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

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

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

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

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

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

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

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

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

Sec. 48-177. Parking.

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

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

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

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

Table Notes:

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

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

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

Sec. 48-178 Shared parking.

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

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

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

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

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

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

Introduced by: _____

Seconded by: _____

Vote: _____aye _____nay

Passed and approved _____

VILLAGE OF JACKSON

By: _____

Michael E. Schwab, Village President

Attest:

Jilline S. Dobratz, Village Clerk

Proof of Posting:

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

Village Official

Date

ORDINANCE #23-05

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

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

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

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

WHEREAS, the Plan Commission reviewed a proposed ordinance with such revisions and recommended approval at their meeting on February 16, 2023; and

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

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

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

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

Sec. 48-177. Parking.

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

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

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

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

Gasoline filling stations	One space for each 250 square feet of floor area devoted to retail sales
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Table Notes:

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

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

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

Sec. 48-178 Shared parking.

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

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

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

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

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

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

Introduced by:_____

Seconded by:_____

Vote: _____aye _____nay

Passed and approved_____

VILLAGE OF JACKSON

By:_____

Michael E. Schwab, Village President

Attest:

Jilline S. Dobratz, Village Clerk

Proof of Posting:

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

Village Official

Date