



**VILLAGE OF JACKSON  
PLAN COMMISSION MEETING AGENDA  
MAY 18, 2023 at 7:00 P.M.  
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 April 20, 2023
3. Ordinance #23-06 – Establishing Zoning District PUD-05 – Morning Meadows Subdivision – Home Path Financial, LP
4. Citizens to address the Plan Commission
5. 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, April 20, 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**

Trustee Kruepke called the meeting to order at 7:00 p.m.

Members Present: Tr. Emmrich, Ryan Ganshow, Jon Molkentin, Dan Reik, and Doug Wilcox

Member Excused: President Heckendorf

Staff Present: Administrator Jen Keller, Fire Chief Aaron Swaney, Deputy Clerk/Deputy Treasurer Pam Wolf and Clerk Jilline Dobratz

Also Present: Chase Opgenorth of American Architectural Group, Inc.

**2. Approval of Minutes for the Plan Commission Meeting of March 16, 2023**

Motion by Doug Wilcox, second by Tr. Emmrich to approve the Plan Commission minutes of March 16, 2023.

Vote: 6 ayes, 0 nays. Motion carried.

**3. Concept Plan – Jackson Townhouses for properties identified as Tax Parcels: V3\_019700N, V3\_019700U, V3\_019700T – James Kupfer**

Chase Opgenorth gave an overview of the concept plan. Administrator Keller spoke regarding the modified plan, storm water management, setbacks and staff comments. It was stated the proposal included rental occupied units, with comparable rental rates to Rosewood. Chief Swaney stated it would be necessary to remove the island or reduce the size for fire equipment to be able to maneuver. Jon Molkentin inquired on a variation of visual enhancements of the property and having a variety of roof types or another variety. Tr. Emmrich stated a stop sign may need to be looked at in the future for the access at Eagle Drive.

**4. Proposed Amendment to Village of Jackson Comprehensive Plan – Resolution #23-09**

Administrator Keller gave background information.

Motion by Doug Wilcox, second by Ryan Ganshow to adopt Resolution #23-09 amending the definition of “Medium Density Residential” contained within the Village of Jackson Comprehensive Plan as presented.

Vote: 6 ayes, 0 nays. Motion carried.

**5. Three-Lot Certified Survey Map (CSM) for property identified as Tax Key: V3\_053600C – Village of Jackson**

Motion by Doug Wilcox, second by Jon Molkentin, to recommend to the Village Board approval of the Three-Lot Certified Survey Map for Parcels V3\_053600C.

Administrator Keller provided information on the lots stating the Village is under contract with lot one in which conditions must be met in order to close on the property. One of the terms of the offer is the seller produces a CSM that the buyer is agreeable to.

Vote: 6 ayes, 0 nays. Motion carried.

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

No comments were provided.

**7. Adjourn**

Motion by Tr. Kruepke, second by Tr. Emmrich to adjourn.

Vote: 6 ayes, 0 nays. Meeting adjourned at 7:15 p.m.

Respectfully submitted,

Jilline Dobratz, *MMC/WCPC*  
Village Clerk

## **STAFF MEMO**

### Village of Jackson Plan Commission

**Meeting Date:** May 18, 2023

**Agenda Item:** Item #3

**To:** Brian Heckendorf, Village President  
Village of Jackson Plan Commission  
Jen Keller, Village Administrator

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

**Subject:** Ordinance #23-06 - Establishing Zoning District PUD-05 - Morning Meadows Subdivision - Home Path Financial, LP

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

Home Path Financial, LP is seeking to change the development approach for Morning Meadows Subdivision, Phase III. While temporary zoning of Planned Unit Development (PUD) – Residential was assigned to the entire subdivision (Phases I, II, & III) upon annexation into the Village, the zoning was never codified.

The ordinance before you is intended to establish zoning for Phases I & II allowing for single-family development as well as for Phase III, which the developer is now proposing to change from single-family lots to twin home (zero lot line) homes. The proposed change would effectively split every single-family lot in half and double the density of the Phase III development area.

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

The Village Plan Commission and Village Board recently acted on a revision to the Village Comprehensive Plan which allows for development of single-family style “twin home/zero lot line” development. This change was also needed to allow for the twin home development previously approved for The Oaks of Jackson subdivision as part of the Washington County Next Generation Housing Initiative.

As mentioned above, the property is effectively zoned PUD however, a codified PUD ordinance is needed in order to memorialize the regulatory aspects of each phase of the development.

A Planned Unit Development zoning district would need to be created to accommodate the proposed smaller lot sizes and zero lot-line configuration. This would likely also require an amendment to the existing PUD.

#### **Site Plan:**

See attached Site Development Plan

#### **Additional Staff Comments:**

Once the zoning is established for the entire development, you will be presented with a Preliminary Plat that details the proposed site plan for Phase III of Morning Meadows. Additionally, a Development Agreement will need to be reviewed and approved for the final phase.

There are several issues that will require additional discussion, detail, and consideration related to the proposed development including:

- Inclusion of sidewalks, street trees, curb, and street lighting as normally required by subdivision construction standards.

**NOTE:** Phases I & II were granted exceptions to the curb & gutter and sidewalk requirements.

- Traffic considerations:
  - How has the new concept plan affected plans for motor vehicle volume at intersections/cul de sac sizing and does it impact pedestrian traffic?
  - Road access off CTY TRK P from Washington County including potential for acceleration/deceleration lanes, potential traffic impact analysis?
- Will there be party wall agreements to govern shared home/property maintenance?

**Review Procedures:**

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

**Notice Requirements:**

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

**Potential Action:**

Motion to recommend the Village Board approve Ordinance 23-06 establishing zoning district PUD-05 for Morning Meadows Subdivision and to amend the zoning map accordingly.

**Attachments:**

1. PC Application & Letter of Intent
2. Ordinance 23-06 (DRAFT)
3. Phase I, II, III - Preliminary Plats (Original)
4. Phase III – Preliminary Plat (Proposed)
5. Phase I & II Development Agreements

- Traffic considerations:
  - How has the new concept plan affected plans for motor vehicle volume at intersections/cul de sac sizing and does it impact pedestrian traffic?
  - Road access off CTY TRK P from County including potential for acceleration/deceleration lanes, potential traffic impact analysis?
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**Potential Action:**

Motion to recommend the Village Board approve Ordinance 23-06 establishing zoning district PUD-05 for Morning Meadows Subdivision

**Attachments:**

- PC Application
- Previous Development Approvals
- Ordinance 23-06 (DRAFT)

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: Cty Hwy P, Jackson Unit: \_\_\_\_\_ Jackson, WI

Parcel #: V3\_052000Z002 Lot Size: 22.22 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): Home Path Financial, LP c/o Ken Frank

Mailing Address: 19435 W. Capitol Dr., Ste. 104 State WI Zip 53045

Office: (\_\_\_\_) \_\_\_\_\_ Cell: (262) 328-4939 Fax: (\_\_\_\_) \_\_\_\_\_

Email: kfrank@myhomepath.com

**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): Home Path Financial, LP

Address: 19435 W. Capitol Dr., Ste. 104, Brookfield State WI Zip 53045

Office: (\_\_\_\_) \_\_\_\_\_ Cell: (262) 328-4939 Fax: (\_\_\_\_) \_\_\_\_\_

Email: kfrank@myhomepath.com

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

Firm Name: RA Smith, Inc.

Primary Contact: Chris Hitch

Address: 16745 W. Bluemound Road, Brookfield State WI Zip 53005

Office: (262) 781-1000 Cell: (262) 317-3267 Fax: (\_\_\_\_) \_\_\_\_\_

Email: chris.hitch@rasmith.com

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

Briefly explain what you are requesting to be reviewed and/or approved: \_\_\_\_\_  
PUD overlay to support parcel sizes and building setbacks for proposed twin homes

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

Hours of Operation: N/A

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

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.: N/A

Describe all businesses, properties and other entities located adjacent to the proposed use: Residential Housing

Describe any proposed, development, on-site improvements or other construction/remodeling activities: \_\_\_\_\_  
Public infrastructure consisting of sanitary sewer, water main and rural section streets

Describe any proposed grading, and/or stormwater management plan: \_\_\_\_\_  
Grading and stormwater infrastructure was previously implemented during Phases I & II

Describe any proposed landscape plan/improvements including driveways, sidewalks, vegetative plantings, etc.: \_\_\_\_\_  
Continuation of landscape improvements implemented during Phases I & II

Describe any proposed on-site security measures including site lighting: N/A

Describe any existing or proposed Life Safety Systems (Includes fire hydrants, fire suppression & fire alarm systems): \_\_\_\_\_  
Public water main within all proposed right-of-way

Describe the projected traffic circulation and impacts: New intersection at County Hwy "P" per approved plans

List all setbacks from rights-of-way and property lines and height limitations: \_\_\_\_\_

4,500 SF min lot size; 45' min lot width; 20' front setback; 0/7' side setback; 15' rear setback; 15' corner setback

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: Washington County subdivision plat

Describe any proposed signage including type, size, and location: N/A

If construction is proposed, describe proposed exterior building materials (type, color, etc.): N/A

Describe any site-specific features/constraints, etc.: New intersection at County Hwy "P" per approved plans

Outline proposed parking requirements including number of spaces plus those dedicated for handicapped parking: \_\_\_\_\_

Driveways and garages

Describe all proposed screening/buffering from adjacent properties (where required by ordinance): \_\_\_\_\_

N/A

Describe the proposed provisions for refuse and recycling collection/storage and required screening/buffering: \_\_\_\_\_

Street side pickup

Projected Sewer/Wastewater Usage: 6,789,000 gal/year

Projected Water Usage: 6,789,000 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 Frank, Director

Applicant Signature: 

Co-Applicant Name (Print):

CO-Applicant Signature:

Date of Application: 03/25/23

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

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

## **QUESTIONS?**

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

Village Clerk: For all **general questions** concerning notices, meeting dates and times, etc.  
Phone: (262) 677-9001 Ext. 213  
Email: [jilline.dobratz@villageofjacksonwi.gov](mailto: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: 3-27-23  
Amount: \$ 426.00  
Payment Type: CH / CC / CASH  
Check/Rcpt. #: 1627  
Received By: emf

**VILLAGE OF JACKSON**

N168W19851 MAIN ST

JACKSON, WI 53037

**Receipt Nbr:** 269074**Date:** 4/04/2023**Check****RECEIVED  
FROM**

HOMEPATH FINANCIAL

\$425.00

| <u>Type of Payment</u> | <u>Description</u>     | <u>Amount</u> |
|------------------------|------------------------|---------------|
| Accounting             | PLANNING / ZONING FEES | 425.00        |
|                        | MORN MEADOWS PHASE #3  |               |

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|                |        |
|----------------|--------|
| TOTAL RECEIVED | 425.00 |
|----------------|--------|

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Receipt Memo: COND USE APPL. MORN MEAD #3/CK#1627



March 24, 2023

Village of Jackson, WI  
Department of Planning and Zoning

Re: Zoning Letter of Intent  
Morning meadows Phase III  
V3\_052000Z002

Home Path Financial, LP is requesting consideration for the re-zoning of Phase III of Morning Meadows, from PUD with R-6 underlying zoning, to PUD-04 District III: Twin Homes. In response to Washington County Next Generation Housing initiative, we believe we have a unique opportunity to help Jackson and Washington County meet the goals set out in that initiative.

**Background Summary:**

Home Path Financial, LP was granted entitlements for 88 detached single family homes on a parcel that was originally considered for multi-family housing. The plan was approved in 3 phases, with phase 3 separated by a natural waterway, and is serviced by its own entrance off of County Highway P. We have currently constructed detached single-family homes on all of the phase 1 lots (24 lots). We are in the process of constructing an additional 26 single-family detached homes in phase II. Phase III which was originally approved to be 38 detached single-family units, has only the mass earthwork completed.

**Proposal Summary:**

We are seeking to revised entitlements for phase III to provide for 63 fee-simple duplex units, with square footages ranging from 900sf to 1,275sf. The average proposed lot size would be 5,900sf, with smallest being 4,500sf. In addition, 70% of the units are likely to have exposure basements, which could facilitate additional square footage, as finished basements.

This proposal provides severable benefits to both the Village of Jackson, Washington County, and Home Path Financial. It provides for entry level housing, generally in line with the needs identified in the Next Generation Housing initiative. The proposed modifications provide for better land use transitioning, from lower density uses in our phases I and II, to commercial/industrial uses to the north and the east of phase III. It allows Home Path to offer a more diverse line of product, appealing to a broader market segment, allowing us to more quickly complete site infrastructure that is needed for the village to extend utility services to the north, prior to Highway P improvements scheduled for 2024.

Respectfully Submitted,

Kenneth Frank  
Home Path Financial, LP  
Director, Land and Development

[https://myhomepathcom.sharepoint.com/sites/msteams\\_3010e2-Developments/Shared Documents/Developments/Projects/Washington County/Jackson - Morning Meadows/Zoning - Municipality Correspondence/Phase III Revision Submittal/PC\\_LetterOfIntent.docx](https://myhomepathcom.sharepoint.com/sites/msteams_3010e2-Developments/Shared Documents/Developments/Projects/Washington County/Jackson - Morning Meadows/Zoning - Municipality Correspondence/Phase III Revision Submittal/PC_LetterOfIntent.docx)

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5116 N 126<sup>th</sup> St  
Butler, WI 53007  
[www.myhomepath.com](http://www.myhomepath.com)  
[Facebook.com/HomePathFinancial](https://www.facebook.com/HomePathFinancial)

*"Home Path Financial ~ Opening a Path to Success"*



**ORDINANCE #23-06**

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**AN ORDINANCE TO AMEND THE ZONING REGULATIONS IN CHAPTER 48 OF THE VILLAGE OF JACKSON MUNICIPAL CODE FOR A PLANNED DEVELOPMENT DISTRICT (PUD-05)**

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

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

**WHEREAS**, the developer, Home Path Financial, LP has submitted a petition to establish a Planned Unit Development District pursuant to the requirements in Section 48-151 of the zoning regulations; and

**WHEREAS**, the Village of Jackson Plan Commission reviewed the petition at their meeting on May 18, 2023, and recommended approval as set forth in this ordinance; and

**WHEREAS**, upon due notice as required by the zoning code, the Village Board conducted a public hearing on June 13, 2023, to accept public input; and

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

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

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

**Section 1.** Create Section 48-156 in Chapter 48, to read as set forth below.

## **Sec. 48-156. – PUD-05 Morning Meadows Planned Unit Development District**

**(a) Generally.** The Morning Meadows Planned Unit Development District (PUD-05) was established in 2023 to accommodate the unique needs of a mixed density residential development.

**(b) Submitted Plans Adopted by Reference.** PUD-05 is created accordance with the approved Preliminary Plat for Phase I, II, & III, attached hereto as Exhibit A, and the revised Preliminary Plat for Phase III (Addition No. 2) attached hereto as Exhibit B. The documents referred to above are hereby made a part of this ordinance.

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

#### **Phase I & II: Single Family Residential District**

(a) *Generally.* The Single-Family Residential District is to provide for a single-family residential development at densities not to exceed 5.4 dwelling units per net acre, served by municipal sewer and water facilities.

(b) *Permitted uses.* Single-family dwellings.

(c) *Permitted accessory uses.* Permitted accessory uses which shall be incidental to the residential use include one private attached garage and one detached shed (utility, storage, etc.), and home occupations and professional home offices as specified in section 48-1.

(d) *Conditional uses.* Conditional uses include group homes, foster homes, and halfway houses, provided there shall be a minimum lot area of 2,000 square feet per person (upon ultimate development) and a minimum principal building area of 200 square feet per person.

(e) *Lot area and width.* Lots shall have a minimum of 8,000 square feet in area and shall not be less than 70 feet in width at the setback line.

(f) *Building height and area.* No principal building or parts of a principal building shall exceed 35 feet in height. No accessory building shall exceed 15 feet in height. The total minimum floor area of a one-bedroom dwelling shall be 800 square feet; the total minimum floor area of a two-bedroom dwelling shall be 900 square feet; and the total minimum floor area of a three-bedroom dwelling shall be 1,000 square feet.

(g) *Setbacks and yards.* There shall be a minimum building setback of 25 feet from the right-of-way of all local streets. There shall be a side yard on each side of all buildings not less than 8 feet in width and a rear yard of not less than 25 feet.

### **Phase III: Twin Home Residential District (Zero Lot Line)**

(a) *Generally.* The Twin Home Residential District is to provide for zero lot line, single-family residential development at densities not to exceed 5.4 dwelling units per net acre, served by municipal sewer and water facilities.

(b) *Permitted uses.* Twin Homes (zero lot line).

(c) *Permitted accessory uses.* Permitted accessory uses which shall be incidental to the residential use include one private attached garage and one detached shed (utility, storage, etc.), and home occupations and professional home offices as specified in section 48-1.

(d) *Conditional uses.* Conditional uses include group homes, foster homes, and halfway houses, provided there shall be a minimum lot area of 2,000 square feet per person (upon ultimate development) and a minimum principal building area of 200 square feet per person.

(e) *Lot area and width.* Lots shall have a minimum of 4,500 square feet in area and shall not be less than 45 feet in width at the setback line.

(f) *Building height and area.* No principal building or parts of a principal building shall exceed 35 feet in height. No accessory building shall exceed 15 feet in height. The total minimum floor area of a one-bedroom dwelling shall be 800 square feet; the total minimum floor area of a two-bedroom dwelling shall be 900 square feet; and the total minimum floor area of a three-bedroom dwelling shall be 1,000 square feet.

(g) *Setbacks and yards.* There shall be a minimum building setback of 20 feet from the right-of-way of all local streets. There shall be a side yard on each side of all buildings not less than 7 feet in width and a rear yard of not less than 15 feet.

**(d) Other Development Standards.** Development standards not directly addressed by PUD-05 (such as accessory structures, fencing, pools) are subject to applicable Village of Jackson code provisions.

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

**Section 3.** This ordinance shall become effective upon passage and posting, or publication as provided by law.

**Section 4.** The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific Section or portion thereof directly specified in the decision and shall not affect the validity of any

other provisions, sections, or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

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

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

Vote: \_\_\_\_\_aye \_\_\_\_\_nay                      Passed and approved \_\_\_\_\_

VILLAGE OF JACKSON

By: \_\_\_\_\_  
Brian J. Heckendorf, Village President

Attest:

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

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

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

\_\_\_\_\_  
Date

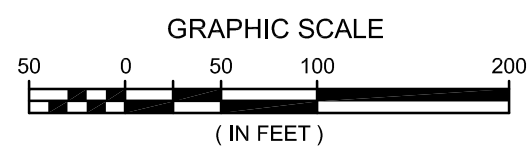
# PRELIMINARY PLAT OF MORNING MEADOWS

Situated on Sherman Road in the town of Jackson, Washington County, Wisconsin.

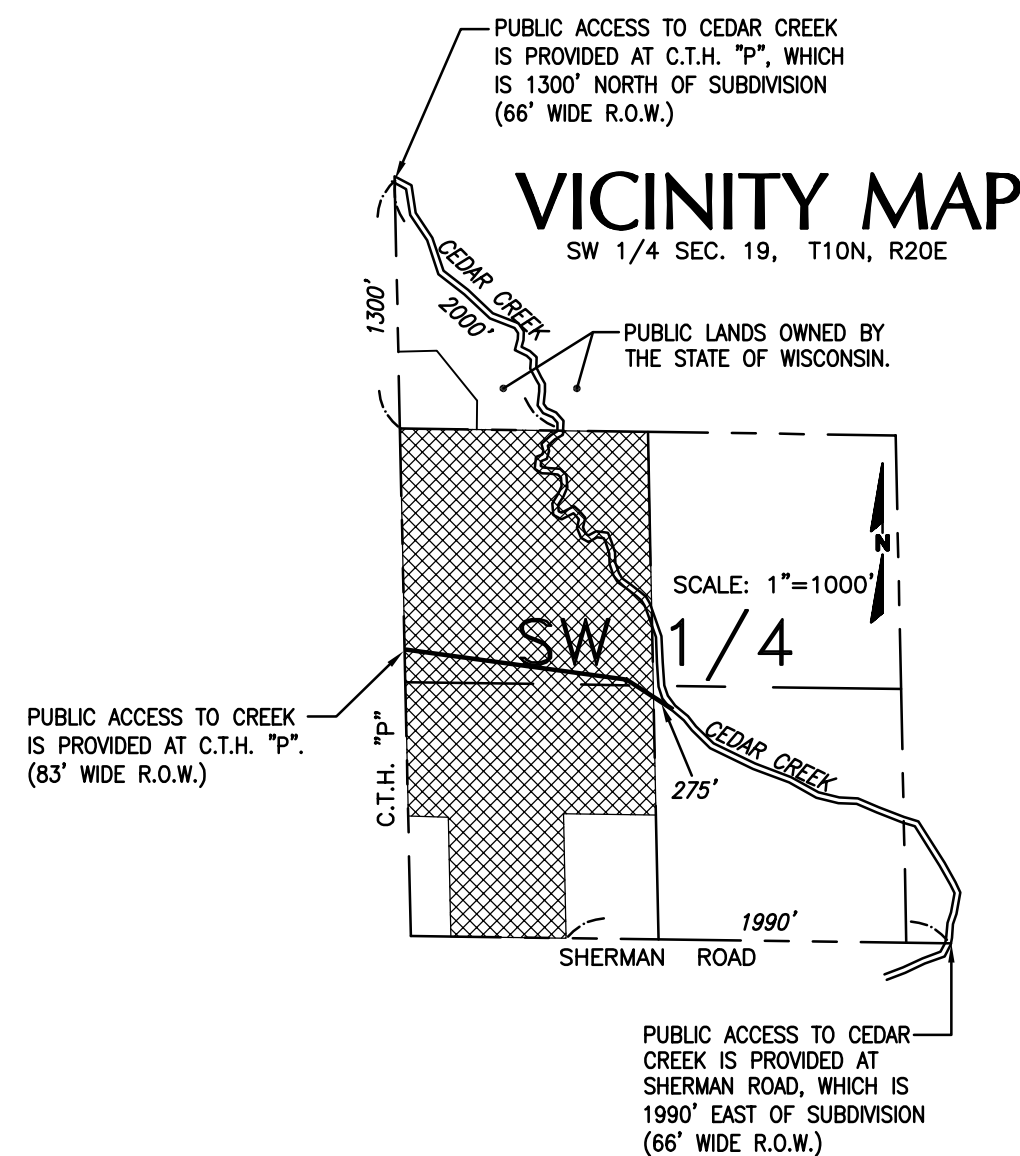
Part of the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Town 10 North, Range 20 East in the Village of Jackson, Washington county, Wisconsin.

Carity Land Corporation

Drawing No. 162019-RMK

**EXHIBIT A**

NE COR OF  
SW 1/4 OF  
SEC 19-10-20  
FOUND BRASS  
CAP MONUMENT  
N: 485,336.32  
E: 2,486,507.27



Notes:

Approving Agencies:

Wisconsin Department of Administration, Village of Jackson, Washington County Planning, Conservation & Parks committee

Objecting Agencies:

Washington County Planning, Conservation & Parks committee

Subdivision statistics

1. Subdivision contains 89 lots and 2 Outlots
2. Development contains 67.2 gross acres per deed
3. Land is zoned Planned Development
  - 66' wide ROW
  - 10,000 SF min lot size
  - 70' min standard lot width
  - 90' min corner lot width
  - 25' front/rear setback
  - 5' side setback
4. Elevations refer to mean sea level, NGVD 1929 adjustment
5. Outlots 1 & 2 to be owned and maintained by the Morning Meadows Subdivision Homeowner's Association.
6. Elevations by National Survey and Engineering, February 14, 2005. (NGVD 1929)
7. Wetlands provided digitally located by Stantec in September 2019.
8. Flood plain per scaled per FEMA map panels
9. Vision corner: no structure or improvement of any kind is permitted within the vision corner. no vegetation within the vision corner may exceed 30 inches in height.

SOILS TYPES

A1A = ASHKUM SILTY CLAY LOAM, 0 TO 3 PERCENT SLOPES  
B1A = BROOKSTON SILT LOAM, 0 TO 3 PERCENT SLOPES  
M1A = MEQUON SILT LOAM, 1 TO 3 PERCENT SLOPES  
M1A4 = MUSSEY LOAM, 0 TO 3 PERCENT SLOPES  
O1B = OZAUKEE SILT LOAM, 2 TO 6 PERCENT SLOPES

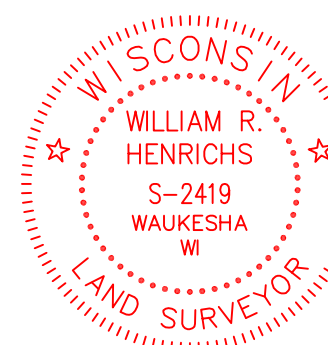
Owner/Developer

Carity Land Corporation  
12720 West North Avenue  
Brookfield, WI., 53005

Surveyor

R.A. Smith, Inc.  
16745 West Bluemound Road  
Brookfield, WI., 53005

I, William R. Henrichs, Professional Land Surveyor, do hereby certify that this preliminary plat is a correct representation of all existing land divisions and features, and that I, to the best of my knowledge, have substantially complied with the provisions of the subdivision and platting ordinance of the Village of Jackson and Chapter 236 of the Wisconsin State Statutes.



*William R. Henrichs*  
WILLIAM R. HENRICHS  
WISCONSIN PROFESSIONAL LAND SURVEYOR S-2419

SE COR OF  
SW 1/4 OF  
SEC 19-10-20  
FOUND BRASS  
CAP MONUMENT  
N: 482,859.14  
E: 2,486,562.48

**raSmith**  
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com

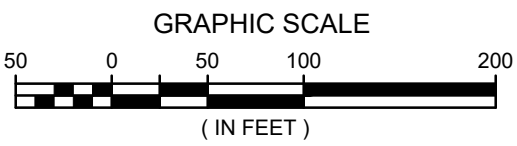
PRELIMINARY PLAT OF  
MORNING MEADOWS ADDITON NO. 2

EXHIBIT B

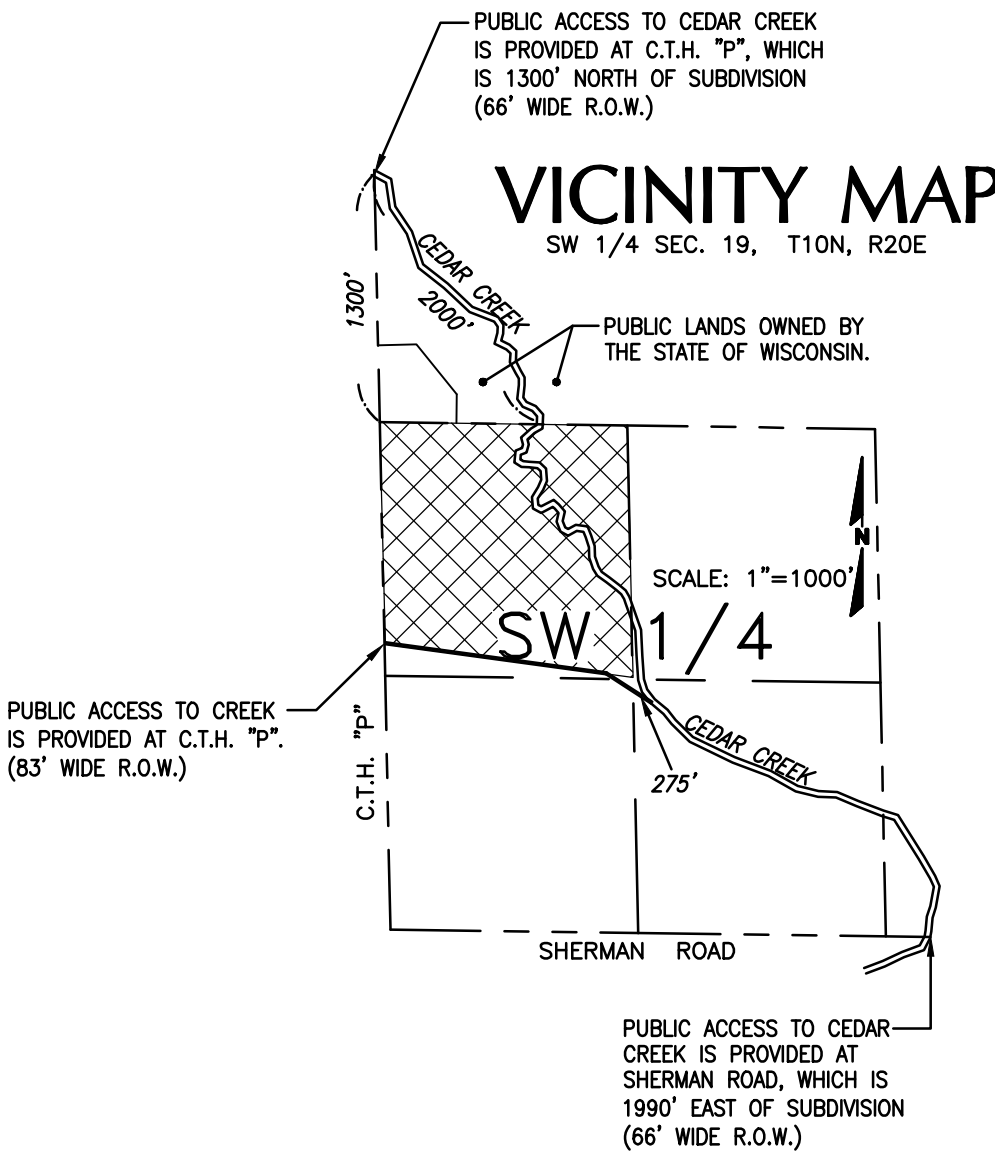
Situated on Sherman Road in the Town of Jackson, Washington County, Wisconsin.

Part of the Northwest 1/4 of the Southwest 1/4 of Section 19, Town 10 North, Range 20 East in the Village of Jackson, Washington county, Wisconsin.

Home Path Financial L.P.  
Drawing No. 162019-RMK  
April 18, 2023



NE COR OF  
SW 1/4 OF  
SEC 19-10-20  
FOUND BRASS  
CAP MONUMENT  
N: 485,300.12  
E: 2,486,507.27



Notes:

Approving Agencies:  
Village of Jackson

Objecting Agencies:  
Washington County Planning and Parks Department  
Wisconsin Department of Administration

Subdivision statistics  
1. Subdivision contains 62 lots and 2 Outlot  
2. Development contains 34.5 gross acres.  
3. Land is zoned Planned Development (PUD Res)  
• 66' wide ROW  
• Front yard 20'  
• Side yard 7'  
• Side yard through building 0' setback  
• Rear yard 15'

4. Elevations refer to mean sea level, NGVD 1929 adjustment  
5. Outlots 4 and 5 to be owned and maintained by the Morning Meadows Subdivision Homeowner's Association.  
6. Elevations by National Survey and Engineering, February 14, 2005. (NGVD 1929)  
7. Wetlands provided digitally located by Stantec in September 2019.  
8. Flood plain per scaled per FEMA map panels  
9. Vision corner: no structure or improvement of any kind is permitted within the vision corner. no vegetation within the vision corner may exceed 30 inches in height.

SOILS TYPES  
A1A = ASHKUM SILTY CLAY LOAM, 0 TO 3 PERCENT SLOPES  
B1A = BROOKSTON SILT LOAM, 0 TO 3 PERCENT SLOPES  
M1A = MEQUON SILT LOAM, 1 TO 3 PERCENT SLOPES  
M2A = MUSSEY LOAM, 0 TO 3 PERCENT SLOPES  
O1B = OZAUKEE SILT LOAM, 2 TO 6 PERCENT SLOPES

Owner/Developer  
Home Path Financial L.P.  
19435 W. Capitol Dr.  
Suite 102  
Brookfield, WI., 53005

Surveyor  
R.A. Smith, Inc.  
John P. Casucci, PLS  
16745 West Bluemound Road  
Brookfield, WI., 53005

I, John P. Casucci, Professional Land Surveyor, do hereby certify that this preliminary plat is a correct representation of all existing land divisions and features, and that I, to the best of my knowledge, have substantially complied with the provisions of the subdivision and platting ordinance of the Village of Jackson and Chapter 236 of the Wisconsin State Statutes.



John P. Casucci  
JOHN P. CASUCCI  
WISCONSIN PROFESSIONAL LAND SURVEYOR S-2055

APRIL 18, 2023

raSmith  
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com

DEVELOPMENT AGREEMENT

Document Number

Document Title

Document # **1526264**  
WASHINGTON COUNTY WISCONSIN  
**2021-03-16 10:41:00 AM**

*Sharon A. Martin*  
SHARON A MARTIN  
WASHINGTON COUNTY  
REGISTER OF DEEDS  
Fee: **\$30.00**

Return via EMAIL  
Pages: **19**

Recording Area

Name and Return Address  
Jennifer L. Keller  
Village of Jackson  
PO Box 637  
Jackson, WI 53037

Parcel Identification Number (PIN)

VILLAGE OF JACKSON

By: *Jennifer L. Keller*  
Jennifer L. Keller, Administrator

STATE OF WISCONSIN )

) ss.

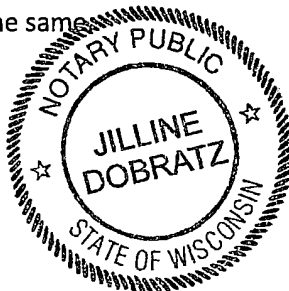
COUNTY OF WASHINGTON )

Personally came before me this 11 day of March, 2021, the above  
named Jennifer Keller, to me known to be the person who executed the  
foregoing instrument and acknowledges the same.

*Jilline Dobratz*

Notary Public, State of Wisconsin

My commission May 21, 2023



**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

## DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this 15<sup>th</sup> day of September, 2020, by and between Home Path Financial LP ("Developer"), and the Village of Jackson, a municipal corporation of the State of Wisconsin, located in Washington County, ("Village").

**WHEREAS**, the Developer is the owner of 92.17 acres which has been zoned and approved for single-family development in the Village of Jackson, Washington County, Wisconsin, as follows:

**MORNING MEADOWS – PHASE I  
(CONSISTING OF TWENTY-FOUR LOTS)  
See EXHIBIT "A" Attached Hereto  
for legal description**

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

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

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

### SECTION I. IMPROVEMENTS

- A. Phasing** The public improvements within the project shall be completed in three phases in accordance with the plan attached hereto as **EXHIBIT "B"**.
- B. Streets**
1. Developer shall complete the construction of Road "A" except the final course of asphalt, including underground utilities prior to issuance of building permits within the site, other than the building permits for the model homes referred to in Section IV.D.3.
  2. The second course of asphalt shall be installed no earlier than 12 months and no later than 24 months following the installation of the first course of asphalt, or as directed by the Village Engineer.
- C. Sanitary Sewer**
1. Developer shall furnish, construct, and install sanitary sewer system in accordance with the design plans prepared by R.A. Smith, Inc. and as approved by the Village Engineer.

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

**D. Water Distribution**

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

**E. Storm Sewer**

1. Developer shall furnish, construct, and install surface/storm water system in accordance with the design plans prepared by R.A. Smith, Inc. and as approved by the Village Engineer.
2. All storm water system construction shall be done in accordance with Village standards and shall be completed prior to the application of the first lift of asphalt street paving.

**F. Erosion Control Plan**

Developer shall comply with the erosion control plan prepared by R.A. Smith, Inc., which conforms to the provisions of the Village of Jackson Municipal Code.

**G. Grading Plan**

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

**H. Landscaping**

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

**I. Completion Date**

All public improvements on the site for which a completion date is not otherwise specified, other than the final lift of asphalt paving, shall be completed prior to the issuance of building permits, other than for the model homes referred to in Section IV.D.3., per the Village of Jackson Municipal Code.

**J. Installation of Improvements**

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

**K. Signs**

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

**L. Streetlamps**

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

**SECTION II. APPROVAL AND TRANSFER OF IMPROVEMENTS**

**A. Inspection**

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

such inspections as required by Section 38.14(f) of the Village of Jackson Municipal Code attached as **EXHIBIT “C”**.

**B. As-Builts**

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

**C. Dedication**

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

**D. Acceptance**

Following completion and dedication of the improvements and upon written request by Developer, the Village shall report inspection and completion of the improvements to the next scheduled meetings of the Board of Public Works and Village Board. The Village shall thereupon accept such improvements in accordance with Section 15.05 of the Village of Jackson Municipal Code. The Village shall thereafter have the right to connect or integrate other utility facilities with the facilities provided hereunder without payment or award to, or consent required of, Developer. The Village Clerk shall provide Developer with a certified copy of the Village Board Resolutions accepting improvements hereunder which Developer may record to evidence compliance with this Agreement.

**E. Street Grades**

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

**F. Improvement Guarantee**

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

**G. Title Evidence**

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

**H. As-Built Alterations or Repairs**

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

**SECTION III. FINANCIAL GUARANTEE**

**A. Letter of Credit**

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

**B. Preservation of Assessment Rights**

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

**C. Remedies Not Exclusive**

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

**SECTION IV. PERMITS AND FEES**

**A. Park Fees**

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

**B. Police and Fire Impact Fees**

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

**C. Water and Sewer Utility Special Assessment Calculation**

Developer agrees that prior to the commencement of any public improvements, the special assessment for sewer and water shall be paid as itemized in attached **EXHIBIT "E"** for Phase I.

**D. Building Permits**

1. Morning Meadows is zoned PUD-Residential with the minimum requirements of the R-5 zoning. Homes will have the minimum setback requirements:
  - Road Setback = 25' on local streets
  - Rear Yard = 25'
  - Side Yard = 8'
2. Building permits within the site, other than building permits for model homes pursuant to subsection 3 below, will not be issued by the Village for residential construction until Developer has installed, and the Village has accepted, all improvements within the phase, except the final course of asphalt.
3. Notwithstanding anything contained herein to the contrary, Developer is authorized to receive up to **two** early issue building permits to facilitate model home construction. All such homes shall be initially planned for model home use. The model homes may not be occupied for residential living purposes until Developer has installed, and the Village has accepted, all public improvements within the phase, except the final course of asphalt. The model homes may continue as model homes until sold.

**E. Developer's Responsibility for Work**

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

**F. Insurance Requirements**

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

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

|                                                                                                   |                             |
|---------------------------------------------------------------------------------------------------|-----------------------------|
| Employer's Liability (if applicable)                                                              | \$100,000.00 per occurrence |
| Comprehensive Motor Vehicle Liability, Bodily Injury and Property Damage combined (if applicable) | \$1,500,000.00 per accident |
| Comprehensive General Liability                                                                   |                             |
| Bodily Injury                                                                                     | \$1,500,000.00 per accident |
| Property Damage Combine                                                                           | \$1,000,000.00 aggregate    |

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

**SECTION V. LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY**

**A. Laws to be Observed**

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

**B. Public Protection and Safety**

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

Owner's Protective Liability (Independent Contractor Insurance):

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

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

**C. Indemnification**

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

**D. Personal Liability of Public Officials**

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

## **SECTION VI. MISCELLANEOUS PROVISIONS**

### **A. Survey Monuments**

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

### **B. Zoning**

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

### **C. Indemnification for Environmental Contamination**

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 Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether in the soil, groundwater, air, or any other receptor.

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

### **D. Easements**

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

**E. Trash Container**

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

**F. Pond and Common Areas**

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

**G. Exhibits**

- "A" Legal Description of Property
- "B" Site Plan / Phasing Plan
- "C" Section 38-14 of Municipal Code
- "D" Itemization of Letter of Credit
- "E" Water and Sewer Utility Special Assessment Calculation

**SECTION VII. APPROVAL**

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

**SECTION VIII. AMENDMENTS**

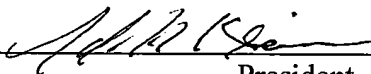
The Village and Developer may, by mutual consent, amend this Developer's Agreement.

**SECTION IX. BINDING EFFECT**

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

**HOME PATH FINANCIAL, INC.**

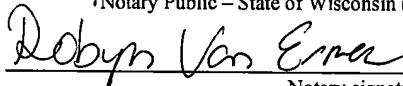
Dated: 9/15/2020

By: , President

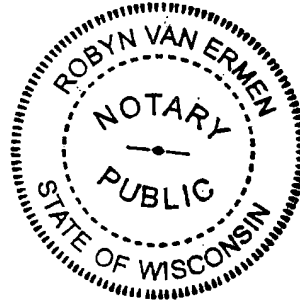
Subscribed and sworn to before me

on: September 15, 2020

Robyn Van Ermen  
Notary Public – State of Wisconsin (print name)

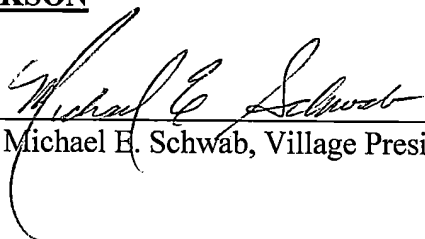
  
Notary signature

My commission expires: 4/15/2024



**VILLAGE OF JACKSON**

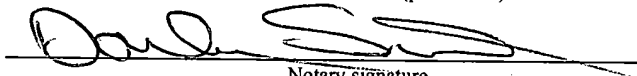
Dated: 10/16/2020

By:   
Michael H. Schwab, Village President

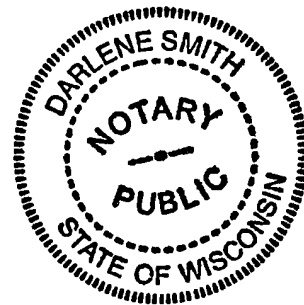
Subscribed and sworn to before me

on: October 16, 2020

Darlene Smith  
Notary Public – State of Wisconsin (print name)

  
Notary signature

My commission expires: 3/7/2023



Drafted by: John M. Wauthier

# **EXHIBIT A**

## **MORNING MEADOWS PHASE 1**

Part of the Southwest 1/4 of the Southwest 1/4 of Section 19, Town 10 North, Range 20 East, in the Village of Jackson, Washington County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Southwest 1/4 of Said Section; thence North 01° 12' 50" West along the West line of said 1/4 Section 626.10 feet to the point of beginning of lands to be described; thence continuing North 01° 12' 50" West along said West line 174.09 feet to a point; thence North 88° 47' 10" East 153.78 feet to a point; thence North 81° 53' 59" East 102.24 feet to a point; thence North 46° 11' 27" East 103.84 feet to a point; thence North 42° 05' 00" East 93.44 feet to a point; thence South 85° 52' 57" East 96.71 feet to a point; thence South 79° 49' 42" East 66.37 feet to a point; thence South 85° 52' 57" East 118.45 feet to a point; thence South 39° 11' 24" East 62.68 feet to a point; thence South 44° 21' 04" East 246.82 feet to a point; thence South 46° 04' 51" West 100.14 feet to the Northwest corner of Lot 1 of Certified Survey Map No. 2717; thence South 01° 11' 51" East along the West line of said Lot 648.00 feet to a point in the South line of the Southwest 1/4 of said Section; thence North 89° 14' 43" West along said South line 600.43 feet to a point; thence North 01° 12' 50" West along the East line of Certified Survey Map No. 6583 and its extension 626.10 feet to a point; thence North 89° 14' 43" West 208.70 feet to the point of beginning.

Said land contains 587,488 square feet or 13.4869 acres.

October 16, 2020

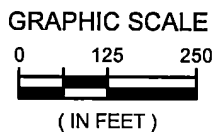
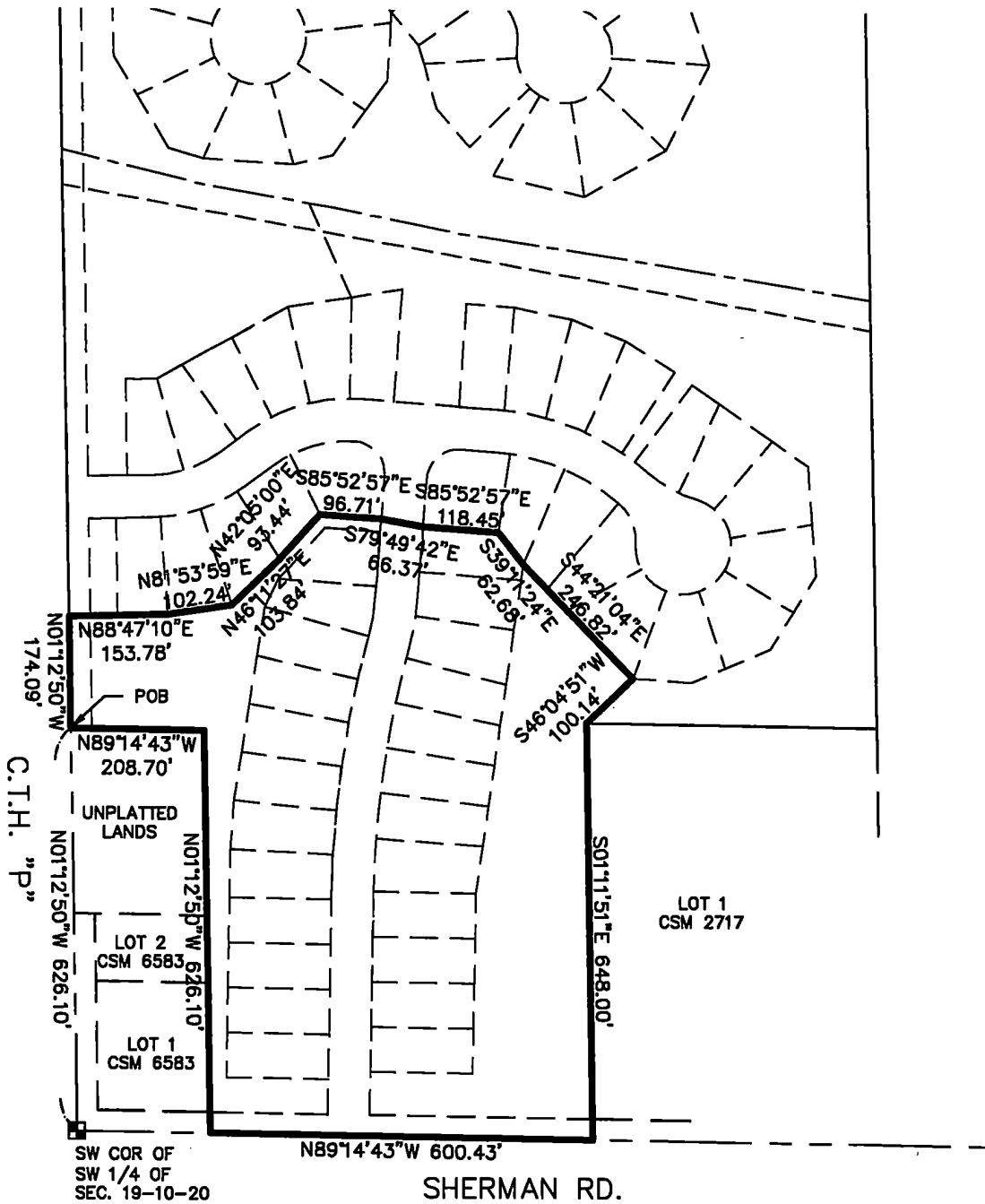
Drawing No. 162019-RMK

**raSmith**  
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com

# EXHIBIT B

## MORNING MEADOWS PHASE 1



**raSmith**  
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com

# PROPOSED LOT LAYOUT MORNING MEADOWS

CTH "P"

GRAPHIC SCALE  
0 10 20 30  
FEET

PHASE 3  
(38 LOTS)

PHASE 2  
(26 LOTS)

PHASE 1  
(24 LOTS)

SHERMAN RD.

raSmith

16745 W. Mansard Road  
Brooklyn, NY 11205-1928  
(646) 781-1000  
www.ra-smith.com

SHEET 1 OF 1

5/11/2019 10:31:11 AM 1199000001 LOT LAYOUT

## EXHIBIT "C"

### Sec. 38-14. - Fees.

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

except that fees shall be leviable for the review of plans submitted in accordance with this chapter.

- (h) *Administrative fee.* The subdivider shall pay a fee equal to the cost of any legal, administrative or fiscal work which may be undertaken by the village in connection with the plat and such fees shall be paid as they accrue. Legal work shall include the drafting of contracts between the village and the subdivider.
- (i) *Erosion control fee.* The subdivider shall pay a fee, as set forth by resolution, for the application and for each lot within the final plat, to the village treasurer at the time of application for construction of said plat to assist in defraying the cost of review.

(Prior Code, § 15.07)

## EXHIBIT "D"

**OMASINI, INC.**  
CONTRACTORS  
262/820-8300

N70 W25176 INDIAN GRASS LANE, SUSSEX, WI 53089  
FAX 262/820-8400  
dft@dftomasini.com

1/7/2021

Sam Jagodzinski  
Home Path Financial

**RE: Morning Meadows Final Asphalt Surface Course**

Sam,

Below is the breakdown of estimated cost for the final lift of asphalt surface and aggregate shoulder for Morning Meadows in Jackson, WI.

- |                                  |                                    |
|----------------------------------|------------------------------------|
| 1. Phase 1 - <del>\$26,880</del> | $\$26,880 \times 115\% = \$30,912$ |
| 2. Phase 2 - \$48,000            |                                    |
| 3. Phase 3 - \$60,000            |                                    |

Please let me know if you have any questions.

Thanks,



Mike Benish

**EXHIBIT "E"**  
**Morning Meadows Special Assessment and Impact Fee Calculation**  
**per Proposed Plat of August 5, 2020**

**Sherman Road Utilities**

|                               |    |
|-------------------------------|----|
| Proposed Total Number of Lots | 88 |
| Phase One Lots                | 24 |
| Phase Two Lots                | 26 |
| Phase Three Lots              | 38 |
| Total # of Residential Units  | 88 |

\$1,621 Sherman Rd. Sewer Charge per REU  
\$391 Sherman Rd. Water Charge per REU  
\$2,013 Total Charge per REU

**\$48,312 REU Assessment for Phase 1**

**\$52,338** REU Assessment for Phase 2

**\$76,494** REU Assessment for Phase 3

**\$177,144** Total REU for Development

600 Benefiting Frontage

\$59.04 Sherman Rd. Sewer Charge per foot  
\$34.04 Sherman Rd. Water Charge per foot  
\$93.08

**\$55,846 Frontage Assessment for Development Property**

**\$232,990** Total Assessment for Morning Meadows Development

The frontage assessment is getting the utility to the property.

The REU Assessment cost is the use of the utility by the property.

Please note the REU Assessment will increase or decrease depending the number of lots in the subdivision.

**The assessment and REU costs have not changed from 2004. The Jackson Sewer and Water Utilities are requesting only the money spent to install the mains, and with no interest.**

Sherman Road Area Utilities cost to be based on:

- (1) anticipated water & sewer demand based on acreage and use, and
- (2) benefiting frontage

**Connection and Impact Fees to be paid separately**

|                                |                |
|--------------------------------|----------------|
| WWTF Charge per REU (2019 fee) | \$4,000        |
| SW Int. Charge per REU         | \$129          |
| Water Impact Fee per REU       | \$820          |
| Park Impact Fee                | \$850          |
| Police and Fire Impact Fee     | <u>\$1,430</u> |
| Total                          | <u>\$7,229</u> |

**Connection and Impact Fees are payable during Building Application time.**

2

DEVELOPMENT AGREEMENT

Document Number

Document Title

Document # 1526265  
WASHINGTON COUNTY WISCONSIN  
2021-03-16 10:41:00 AM

*Sharon A. Martin*  
SHARON A MARTIN  
WASHINGTON COUNTY  
REGISTER OF DEEDS  
Fee: \$30.00

Return via EMAIL  
Pages: 22

Recording Area

Name and Return Address  
Jennifer L. Keller  
Village of Jackson  
PO Box 637  
Jackson, WI 53037

Parcel Identification Number (PIN)

VILLAGE OF JACKSON

By: *Jennifer L. Keller*  
Jennifer L. Keller, Administrator

STATE OF WISCONSIN )

) ss.

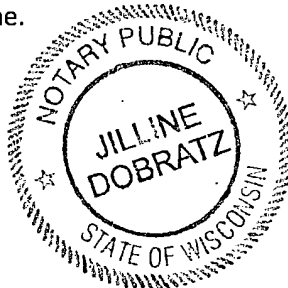
COUNTY OF WASHINGTON )

Personally came before me this 11 day of March, 2021, the above  
named Jennifer Keller, to me known to be the person who executed the  
foregoing instrument and acknowledges the same.

*Jilline Dobratz*

Notary Public, State of Wisconsin

My commission: May 21, 2023



**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

## DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this 8<sup>th</sup> day of February, 2021, by and between Home Path Financial LP ("Developer"), and the Village of Jackson, a municipal corporation of the State of Wisconsin, located in Washington County, ("Village").

WHEREAS, the Developer is the owner of 92.17 acres which has been zoned and approved for single-family development in the Village of Jackson, Washington County, Wisconsin, as follows:

**MORNING MEADOWS – PHASE II  
(CONSISTING OF TWENTY-SIX LOTS)  
See EXHIBIT "A" Attached Hereto  
for legal description**

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

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

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

### SECTION I. IMPROVEMENTS

A. **Phasing** The public improvements within the project shall be completed in three phases in accordance with the plan attached hereto as EXHIBIT "B".

B. **Streets**

1. Developer shall complete the construction of Road "B" except the final course of asphalt, including underground utilities prior to issuance of building permits within the site, other than the building permits for the model homes referred to in Section IV.D.3.

2. The second course of asphalt shall be installed no earlier than 12 months and no later than 24 months following the installation of the first course of asphalt, or as directed by the Village Engineer.

C. **Sanitary Sewer**

1. Developer shall furnish, construct, and install sanitary sewer system in accordance with the design plans prepared by R.A. Smith, Inc. and as approved by the Village Engineer.

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

**D. Water Distribution**

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

**E. Storm Sewer**

1. Developer shall furnish, construct, and install surface/storm water system in accordance with the design plans prepared by R.A. Smith, Inc. and as approved by the Village Engineer.
2. All storm water system construction shall be done in accordance with Village standards and shall be completed prior to the application of the first lift of asphalt street paving.

**F. Erosion Control Plan**

Developer shall comply with the erosion control plan prepared by R.A. Smith, Inc., which conforms to the provisions of the Village of Jackson Municipal Code.

**G. Grading Plan**

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

**H. Landscaping**

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

**I. Completion Date**

All public improvements on the site for which a completion date is not otherwise specified, other than the final lift of asphalt paving, shall be completed prior to the issuance of building permits, other than for the model homes referred to in Section IV.D.3., per the Village of Jackson Municipal Code.

**J. Installation of Improvements**

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

**K. Signs**

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

**L. Streetlamps**

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

**SECTION II. APPROVAL AND TRANSFER OF IMPROVEMENTS**

**A. Inspection**

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

such inspections as required by Section 38.14(f) of the Village of Jackson Municipal Code attached as **EXHIBIT "C"**.

**B. As-Built**

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

**C. Dedication**

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

**D. Acceptance**

Following completion and dedication of the improvements and upon written request by Developer, the Village shall report inspection and completion of the improvements to the next scheduled meetings of the Board of Public Works and Village Board. The Village shall thereupon accept such improvements in accordance with Section 15.05 of the Village of Jackson Municipal Code. The Village shall thereafter have the right to connect or integrate other utility facilities with the facilities provided hereunder without payment or award to, or consent required of, Developer. The Village Clerk shall provide Developer with a certified copy of the Village Board Resolutions accepting improvements hereunder which Developer may record to evidence compliance with this Agreement.

**E. Street Grades**

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

**F. Improvement Guarantee**

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

**G. Title Evidence**

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

**H. As-Built Alterations or Repairs**

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

**SECTION III. FINANCIAL GUARANTEE**

**A. Letter of Credit**

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

**B. Preservation of Assessment Rights**

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

**C. Remedies Not Exclusive**

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

**SECTION IV. PERMITS AND FEES**

**A. Park Fees**

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

**B. Police and Fire Impact Fees**

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

**C. Water and Sewer Utility Special Assessment Calculation**

Developer agrees that prior to the commencement of any public improvements, the special assessment for sewer and water shall be paid as itemized in attached **EXHIBIT "E"** for Phase II.

**D. Building Permits**

1. Morning Meadows is zoned PUD-Residential with the minimum requirements of the R-5 zoning. Homes will have the minimum setback requirements:

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

2. Building permits within the site, other than building permits for model homes pursuant to subsection 3 below, will not be issued by the Village for residential construction until Developer has installed, and the Village has accepted, all improvements within the phase, except the final course of asphalt.

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

**E. Developer's Responsibility for Work**

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

**F. Insurance Requirements**

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

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

|                                                                                                   |                             |
|---------------------------------------------------------------------------------------------------|-----------------------------|
| Employer's Liability (if applicable)                                                              | \$100,000.00 per occurrence |
| Comprehensive Motor Vehicle Liability, Bodily Injury and Property Damage combined (if applicable) | \$1,500,000.00 per accident |
| Comprehensive General Liability                                                                   |                             |
| Bodily Injury                                                                                     | \$1,500,000.00 per accident |
| Property Damage Combine                                                                           | \$1,000,000.00 aggregate    |

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

**SECTION V. LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY**

**A. Laws to be Observed**

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

**B. Public Protection and Safety**

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

**Owner's Protective Liability (Independent Contractor Insurance):**

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

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

**C. Indemnification**

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

**D. Personal Liability of Public Officials**

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

## **SECTION VI. MISCELLANEOUS PROVISIONS**

### **A. Survey Monuments**

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

### **B. Zoning**

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

### **C. Indemnification for Environmental Contamination**

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 Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether in the soil, groundwater, air, or any other receptor.

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

### **D. Easements**

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

**E. Trash Container**

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

**F. Pond and Common Areas**

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

**G. Exhibits**

- "A" Legal Description of Property
- "B" Site Plan / Phasing Plan
- "C" Section 38-14 of Municipal Code
- "D" Itemization of Letter of Credit
- "E" Water and Sewer Utility Special Assessment Calculation

**SECTION VII. APPROVAL**

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

**SECTION VIII. AMENDMENTS**

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

**SECTION IX. BINDING EFFECT**

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

**HOME PATH FINANCIAL, INC.**

Dated: 2/8/21

By: [Signature], President

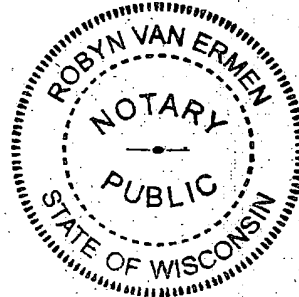
Subscribed and sworn to before me

on: February 8, 2021

Robyn Van Ermen  
Notary Public - State of Wisconsin (print name)

[Signature]  
Notary signature

My commission expires: 4/15/2024



**VILLAGE OF JACKSON**

Dated: 3/10/21

By: [Signature]  
Michael E. Schwab, Village President

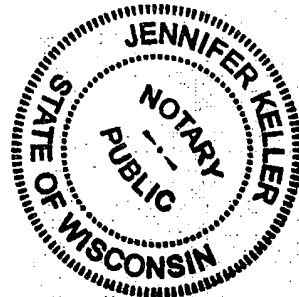
Subscribed and sworn to before me

on: March 10<sup>th</sup>, 2021

Jennifer Keller  
Notary Public - State of Wisconsin (print name)

[Signature]  
Notary signature

My commission expires: 9-5-22



Drafted by: John M. Walther

# **EXHIBIT "A"**

## **MORNING MEADOWS PHASE 2**

Part of the Southwest 1/4 of the Southwest 1/4 of Section 19, Town 10 North, Range 20 East, in the Village of Jackson, Washington County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Southwest 1/4 of Said Section; thence North 01° 12' 50" West along the West line of said 1/4 Section 800.19 feet to the point of beginning of lands to be described; thence continuing North 01° 12' 50" West along said West line 669.10 feet to a point in a meander line; thence South 80° 06' 40" East along said meander line 1287.85 feet to a point; thence South 01° 11' 51" East 616.72 feet to the Northeast corner of Lot 1 of Certified Survey Map No. 2717; thence North 89° 14' 43" West along the North line of said Lot 455.00 feet to the Northwest corner of said Lot; thence North 46° 04' 51" East 100.14 feet to a point; thence North 44° 21' 04" West 246.82 feet to a point; thence North 39° 11' 24" West 62.68 feet to a point; thence North 85° 52' 57" West 118.45 feet to a point; thence North 79° 49' 42" West 66.37 feet to a point; thence North 85° 52' 57" West 96.71 feet to a point; thence South 42° 05' 00" West 93.44 feet to a point; thence South 46° 11' 27" West 103.84 feet to a point; thence South 81° 53' 59" West 102.24 feet to a point; thence South 88° 47' 10" West 153.78 feet to the point of beginning.

Including those lands that fall between the meander line and the center of the creek.

Said land contains 768,250 square feet or 17.64 acres more or less.

October 15, 2020

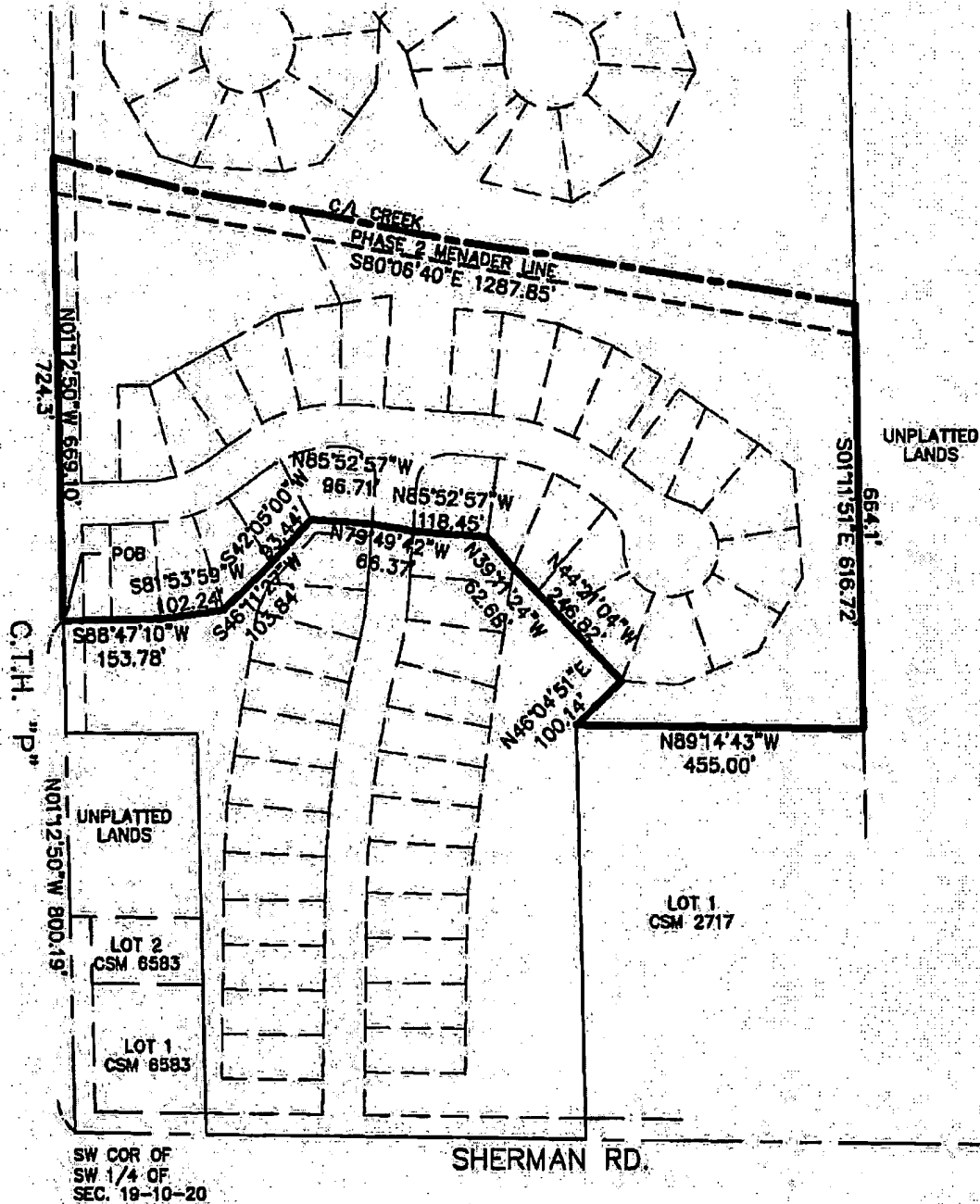
Drawing No. 162019-RMK

**raSmith**  
CREATIVITY. BEYOND ENGINEERING

16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com

# EXHIBIT "B"

## MORNING MEADOWS PHASE 2



**raSmith**  
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com

SHEET 2 OF 2

17 HAS 1  
(24 7075)

23 MAY 1972

PHASE 3 (38 Ltrs)

**PROPOSED LOT LAYOUT**

## MORNING MEADOWS

Chlorine

## EXHIBIT "C"

### Sec. 38-14. - Fees.

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

except that fees shall be leviable for the review of plans submitted in accordance with this chapter.

- (h) *Administrative fee.* The subdivider shall pay a fee equal to the cost of any legal, administrative or fiscal work which may be undertaken by the village in connection with the plat and such fees shall be paid as they accrue. Legal work shall include the drafting of contracts between the village and the subdivider.
- (i) *Erosion control fee.* The subdivider shall pay a fee, as set forth by resolution, for the application and for each lot within the final plat, to the village treasurer at the time of application for construction of said plat to assist in defraying the cost of review.

(Prior Code, § 15.07)

## EXHIBIT "D"

| Public Improvement Costs | Total Costs | Phase II Allocated Costs | 115% of Allocated Costs |
|--------------------------|-------------|--------------------------|-------------------------|
| Sanitary Sewer           | \$808,600   | \$236,220.22             | \$271,653.26            |
| Water Main               | \$638,550   | \$186,542.70             | \$214,524.10            |
| Storm Sewer              | \$140,530   | \$41,053.71              | \$47,211.76             |
| Roadway Construction     | \$416,895   | \$121,789.55             | \$140,057.98            |
| Total                    | \$2,004,575 | \$585,606.18             | \$673,447.11            |

**DF**  
**OMASINI, INC.**  
CONTRACTORS  
262/820-8300

N70 W25176 INDIAN GRASS LANE, SUSSEX, WI 53089  
FAX 262/820-8400  
dft@dfomasini.com

June 1, 2020

Home Path Financial  
19435 W. Capitol Drive #102  
Brookfield, WI 53045

Attn: Ed Woodland

Re: Morning Meadows  
Jackson, WI

The following is our budget proposal to install sanitary sewer, water main and storm sewer on the above referenced project per the plans prepared by RaSmith dated 2/27/2020 and per the following:

**SANITARY SEWER**

- 1 EA Connect to Existing Sanitary Sewer
- 25 EA 48" Precast Concrete Manhole W/ Frame & Lid
- 3392 LF 8" SDR-35 PVC Sanitary Sewer
- 1116 LF 8" SDR-26 PVC Sanitary Sewer
- 3713 LF 6" PVC Sanitary Laterals (88 EA)
- 239 VF 6" PVC Sanitary Riser (27 EA)

**SANITARY BUDGET**

**\$808,600.00**

**WATER MAIN**

- 1 EA Connect to Existing Water Main
- 10 EA Hydrant Assemblies W/ 6" Gate Valve & Box
- 4521 LF 8" C-900 PVC Watermain
- 218 LF 6" CL-52 Ductile Iron Hydrant Lead
- 12 EA 8" Gate Valve
- 3640 LF 1" Water Lateral (88)
- 88 EA Tapping Saddle, 1" Corporation, Curb Stop & Box

**WATER MAIN BUDGET**

**\$638,550.00**

**STORM SEWER**

- 1 EA 48" Precast Concrete Manhole W/Frame & Lid

GENERAL PUBLIC WORKS CONTRACTORS

**Morning Meadows**

Page 2

|                               |                                    |                       |
|-------------------------------|------------------------------------|-----------------------|
| 322 LF                        | 30" RCP Storm Sewer                |                       |
| 277 LF                        | 18" RCP Storm Sewer                |                       |
| 194 LF                        | 15" RCP Storm Sewer                |                       |
| 260 LF                        | 12" RCP Storm Sewer                |                       |
| 4 EA                          | 30" RCP End Section W/ Trash Guard |                       |
| 10 EA                         | 18" RCP End Section W/ Trash Guard |                       |
| 12 EA                         | 15" RCP End Section                |                       |
| 6 EA                          | 12" RCP End Section                |                       |
| 30 EA                         | Rip Rap @ Outfall End Section      |                       |
| <b>STORM SEWER BUDGET</b>     |                                    | <b>\$140,530.00</b>   |
| <b>TOTAL UTILITIES BUDGET</b> |                                    | <b>\$1,587,680.00</b> |

**SITE GRADING**

|                                                                              |  |                       |
|------------------------------------------------------------------------------|--|-----------------------|
| Adjust Grades to Balance Site - Import or export of material is not included |  |                       |
| Tree Clearing and Grubbing as needed                                         |  |                       |
| Install Silt Fence                                                           |  |                       |
| Strip Topsoil                                                                |  |                       |
| Use Excess Topsoil for Respread                                              |  |                       |
| Rough Grading                                                                |  |                       |
| Use Site Cut as Site Fills                                                   |  |                       |
| Compaction of Site Fills                                                     |  |                       |
| Finish Grade to Subgrade                                                     |  |                       |
| * Building Pad +/- .10'                                                      |  |                       |
| * Paved Areas +/- .10'                                                       |  |                       |
| * Landscape Areas +/- .25'                                                   |  |                       |
| Respread 4-8" of Salvage Topsoil +/- .20                                     |  |                       |
| Seed, Fertilizer, and Mulch                                                  |  |                       |
| Seed and Erosion Mat of Ponds and Ditches                                    |  |                       |
| On-site Clay to be used for Ponds                                            |  |                       |
| <b>SITE GRADING BUDGET</b>                                                   |  | <b>\$1,558,000.00</b> |

**ROADWAY CONSTRUCTION**

|          |                                               |  |
|----------|-----------------------------------------------|--|
| 15800 SY | 9" Stone Base Course                          |  |
| 805 LF   | 30" Concrete Curb & Gutter (4 island centers) |  |
| 13400 SY | 3.5" Asphalt Binder Course 3 LT 58-28S        |  |

Morning Meadows

Page 3

13400 SY 1.5" Asphalt Surface Course 5 LT 58-28S

9735 LF 2' Aggregate Shoulder

**ROADWAY CONSTRUCTION BUDGET**

**\$416,895.00**

**TOTAL PROJECT BUDGET**

**3,562,575.00**

**CONDITIONS:**

- 1 Compaction and soil testing by others.
- 2 Inspection by others.
- 3 Rock removal, if needed, to be negotiated.
- 4 Heavy dewatering, if required to be negotiated on a time and material basis.
- 5 Staking, layout and as-builts by others.
- 6 Spoil backfill in landscaped areas.
- 7 Granular backfill under paved areas.
- 8 All plan approvals and permits by others.
- 9 DNR permits by others.
- 10 Excavation for unsuitable subgrade or contaminated soil by others.
- 11 We do not include a payment and performance bond.
- 12 Final pricing is based on D.F. Tomasini digging test holes to verify soil conditions.
- 13 Restoration or clean up after utility company installation (gas, cable, electric, etc.) is not included.
- 14 Relocation of existing utilities and poles to be done by others.
- 15 Water main assumed to be a 7' depth and Storm Sewer assumed 5' depth.
- 16 Cold weather conditions are not included.
- 17 Above prices are for budgetary purposes only. Final Grading, Water Main and Storm Sewer Plan will need to be designed prior to final pricing.

Please let me know if you have any questions regarding the information provided above.

Sincerely,

D. F. TOMASINI CONTRACTORS, INC.



Mike Benish

Project Manager

# EXHIBIT "E"

## Morning Meadows Special Assessment and Impact Fee Calculation per Proposed Plat of August 5, 2020

### Sherman Road Utilities

|                               |    |
|-------------------------------|----|
| Proposed Total Number of Lots | 88 |
| Phase One Lots                | 24 |
| Phase Two Lots                | 26 |
| Phase Three Lots              | 38 |
| Total # of Residential Units  | 88 |

\$1,621 Sherman Rd. Sewer Charge per REU  
 \$391 Sherman Rd. Water Charge per REU  
 \$2,013 Total Charge per REU

**\$48,312** REU Assessment for Phase 1  
**\$52,338** REU Assessment for Phase 2  
**\$76,494** REU Assessment for Phase 3  
**\$177,144** Total REU for Development

600 Benefiting Frontage

\$59.04 Sherman Rd. Sewer Charge per foot  
 \$34.04 Sherman Rd. Water Charge per foot  
 \$93.08

**\$55,846** Frontage Assessment for Development Property

**\$232,990** Total Assessment for Morning Meadows Development

The frontage assessment is getting the utility to the property.

The REU Assessment cost is the use of the utility by the property.

Please note the REU Assessment will increase or decrease depending the number of lots in the subdivision.

**The assessment and REU costs have not changed from 2004. The Jackson Sewer and Water Utilities are requesting only the money spent to install the mains, and with no interest.**

Sherman Road Area Utilities cost to be based on:

- (1) anticipated water & sewer demand based on acreage and use, and
- (2) benefiting frontage

### Connection and Impact Fees to be paid separately

|                                |         |
|--------------------------------|---------|
| WWTF Charge per REU (2019 fee) | \$4,000 |
| SW Int. Charge per REU         | \$129   |
| Water Impact Fee per REU       | \$820   |
| Park Impact Fee                | \$850   |
| Police and Fire Impact Fee     | \$1,430 |
| Total                          | \$7,229 |

### Connection and Impact Fees are payable during Building Application time.