



**VILLAGE OF JACKSON
VILLAGE BOARD MEETING AGENDA**

Tuesday, March 12, 2024 at 7:30 PM

(Or Immediately Following Budget & Finance Committee)

Jackson Municipal Complex

Village Board Room

N168W19851 Main Street

Jackson, WI 53037

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Village Citizen Comment on an Agenda Item (Please sign-in with the Clerk prior to speaking. Please note this is the Village Board's monthly business meeting, not a public hearing. People wishing to speak on an item on the agenda should present their comments under this agenda item. Each commenter will be limited to a total of 2 minutes.)
4. Consent Agenda
 - a. Approval of Minutes for the Village Board Meeting of February 13, 2024
5. Ordinance #24-02 - An Ordinance Creating Sec. 2-190 of the Municipal Code of the Village of Jackson Codifying a Community Development Authority
6. Budget and Finance Committee
 - a. EMS Letter of Appeal - Terri Curtis
 - b. 2024 Wastewater Treatment Plant Project - Construction Services with Town & Country Engineering, in the Amount of \$331,000.00
 - c. Change Order #4 - Jackson Wastewater Treatment Facility Storage Garage - Hunzinger Construction
 - d. Pay Request #5, Final - Jackson Wastewater Treatment Facility Storage Garage - Hunzinger Construction, in the Amount of \$76,989.91
 - e. Pay Request #4 - STH 60 Street Lighting Project - Wil-Surge, in the Amount of \$13,123.68
7. Plan Commission
 - a. Final Plat and Development Agreement - Maple Fields Subdivision, Addition No. 1 - Neuman Developments, Inc.
 - b. Final Plat - Morning Meadows Subdivision, Addition No. 2 - Home Path Financial, LP
8. Board of Public Works
 - a. 2024 License Agreement for Farming Public Land in TID #7
 - b. Electric Easement - We-Energies - Outlot 2, Oaks of Jackson
9. Personnel Committee
 - a. Review and Discussion of Jackson Police Department Lieutenant Promotional Process

10. West Bend School District
11. Washington County Board Report
12. Greater Jackson Business Alliance
13. Mid-Moraine Municipal Association Report
14. Closed Session Pursuant to Wis. Stats. §19.85(1)(e), "deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session".

The closed session is for the following purposes:

1. Discussing the 2024 Jackson Police Department Lieutenant Promotional Process;
and
 2. To Discuss Development Agreements, Protective Covenant, and Shared Access and Maintenance Agreement for Property Publicly Owned in TID 7; and
 3. To Approve the Sale of Property Village Owned in TID 7; and
 4. To Discuss the Purchase of Land.
15. Reconvene into Open Session with Possible Action Related to the Subject of the Preceding Closed Session
16. 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.

MINUTES
VILLAGE BOARD MEETING
Tuesday, February 13, 2024 at 7:30 PM
Village Board Meeting

1. Call to Order and Roll Call

The meeting was called to order at 7:30 PM by Pres. Heckendorf.

Members Present: Pres. Heckendorf, Tr. Emmrich, Tr. Engelhardt, Tr. Olson, Tr. Kruepke, Tr. Matter, and Tr. Wells.

Members Excused: None

Members Absent: None

Staff Present: Administrator Jen Keller, Police Chief Ryan Vossekuil, Fire Chief Aaron Swaney, Inspection/Zoning Director Collin Johnson, Public Works Director Brian Kober, Parks & Recreation Director Kelly Valentino, and Clerk Anastasia Gonstead.

2. Pledge of Allegiance

The Pledge of Allegiance was recited by those who were in attendance.

3. Presentations

a. Municipal Complex Roof Drainage Project - Presentation from Corey Scheidler, Cedar Corporation, with Possible Action

Corey Scheidler, with Cedar Corporation, presented regarding the Municipal Complex Roof Drainage Project. Visual presentation material was explained. Mr. Scheidler provided the planning and construction history of the building with regard to drainage and pipe size. He further went on to explain the roof drain modification options and methods to be as minimally invasive as possible.

Director Kober explained this matter is due to an insurance claim. He provided the various options and the undertaking the various options consist of. His recommendation was, as there have been no issues to point, aside from pipe rattling in the apparatus bay during a large storm, that the Village have the apparatus bay corrected but forego the remaining work and place funds given to the Village in another fund for building repairs that may come up in the future. Administrator Keller, Fire Chief Swaney, and Police Chief Vossekuil provided similar recommendations, with Police Chief Vossekuil adding that the retained funds should set aside exclusively for use on the municipal complex.

The body discussed the various options, with some having the belief that the building is new and everything should be fixed to agreeing with staff recommendation, pointing out that having the corrections done has the potential to lead to unintended consequences, such as shortening the life span of the parking lot.

Pres. Heckendorf asked how much of the decision needs to be made

tonight. Administrator Keller expressed it can be done piece by piece, that policy on how to set the money aside can be done at a future date - such as investing it in a high yield interest account. Pres. Heckendorf indicated he wants to make sure this would not be treated as a "slush fund" but to continue to budget appropriately for normal repairs or "wear and tear."

The motion to proceed with the apparatus bay roof drainage upgrades, not to exceed \$32,865.00, and to hold the remainder of the funds in reserves was made by Tr. Olson and seconded by Tr. Wells.

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

4. Village Citizen Comment on an Agenda Item (Please sign-in with the Clerk prior to speaking. Please note this is the Village Board's monthly business meeting, not a public hearing. People wishing to speak on an item on the agenda should present their comments under this agenda item. Each commenter will be limited to a total of 2 minutes.)

None.

5. Consent Agenda

- a. Approval of Minutes for the Special Village Board Meeting of January 30, 2024
- b. Reschedule August Budget & Finance Committee Meeting to August 6, 2024
- c. Reschedule August Village Board Meeting to August 6, 2024
- d. Resolution #24-01 Opposition to State of Wisconsin Senate Bill 691

The motion to approve the items enumerated within the consent agenda was made by Tr. Wells and seconded by Tr. Kruepke.

Vote: 7 ayes, 0 nays. Motion carried.

6. Review of Requested 2024 DPW Projects from Washington County "Shared Revenue Program"

Director Kober provided an explanation of the background of the 2024 DPW projects from the Washington County Shared Revenue Program, as well as the materials included in the packet pertaining to this agenda item. He pointed out some areas that would likely not be a good financial decision, but explained the projects which he would suggest they consider. The project list needs to be submitted by February 15, 2024, to the County and include prioritization of projects in the request. In September, the County will evaluate what they have been able to complete and then evaluate what funds would be available for 2025. Tr. Emmrich asked for clarification on what equipment the Village owns. Tr. Engelhardt inquired about rental/bringing the county in for services such as snow plowing. Director Kober provided background.

It was clarified that formal action was not required. Director Kober explained he will still

look at subcontracting for some services. Pres. Heckendorf explained this is used like a tool, the staff can pick the better of the two options when looking between the County's services and a subcontractor. General agreement was achieved from the body to submit a public works project list to the Washington County Shared Revenue Program.

7. Licenses

- a. Annual Entertainment License, Coffeerville Company, N168W20101 Main Street

The motion to approve the annual entertainment license for Coffeerville Company, located at N168W20101 Main Street, was made by Tr. Emmrich and seconded by Tr. Engelhardt.

Vote: 7 ayes, 0 nays. Motion carried.

8. Budget and Finance Committee

- a. Change Order #1 - Jackson Wastewater Treatment Facility Storage Garage - Hunzinger Construction

Pres. Heckendorf provided the committee history for this item, including the \$51,677.00 credit reflected in this change order.

The motion to approve Change Order #1, for the Jackson Wastewater Treatment Facility Storage Garage, to Hunzinger Construction, was made by Tr. Wells and seconded by Tr. Emmrich.

Vote: 7 ayes, 0 nays. Motion carried.

- b. Change Order #2 - Jackson Wastewater Treatment Facility Storage Garage - Hunzinger Construction

Pres. Heckendorf provided the committee history for this item, including the additional \$684.00 reflected in this change order.

The motion to approve Change Order #2, for Jackson Wastewater Treatment Facility Storage Garage, to Hunzinger Construction, was made by Tr. Olson and seconded by Tr. Kruepke.

Vote: 7 ayes, 0 nays. Motion carried.

- c. Change Order #3 - Jackson Wastewater Treatment Facility Storage Garage - Hunzinger Construction

Pres. Heckendorf provided the committee history for this item, including the \$1,200.00 credit reflected in this change order.

The motion to approve Change Order #3, for the Jackson Wastewater Treatment Facility Storage Garage, for Hunzinger Construction was made by Tr. Olson and seconded by Tr. Emmrich.

Vote: 7 ayes, 0 nays. Motion carried.

- d. Pay Request #3 - Jackson Wastewater Treatment Facility Storage Garage - Hunzinger Construction, in the Amount of \$227,905.83

The motion to approve Pay Request #3, for the Jackson Wastewater Treatment Facility Storage Garage, to Hunzinger Construction, in the amount of \$227,905.83, was made by Tr. Wells and seconded by Tr. Kruepke.

Vote: 7 ayes, 0 nays. Motion carried.

- e. Pay Request #4 - Jackson Wastewater Treatment Facility Storage Garage - Hunzinger Construction, in the Amount of \$142,692.68

The motion to approve Pay Request #4, for the Jackson Wastewater Treatment Facility Storage Garage, to Hunzinger Construction, in the amount of \$142,692.68, was made by Tr. Wells and seconded by Tr. Olson.

Vote: 7 ayes, 0 nays. Motion carried.

- f. Pay Request #3 - STH 60 Street Lighting Project - Wil-Surge, in the Amount of \$125,124.79

The motion to approve Pay Request #3, for the State Hwy 60 Street Lighting Project, to Wil-Surge, in the amount of \$125,124.79, was made by Tr. Olson and seconded by Tr. Wells.

Vote: 7 ayes, 0 nays. Motion carried.

- g. Review of Bids for the 2024 Jackson Wastewater Treatment Plant Improvement Project, in the Amount of \$4,715,248.00

The motion to approve the bid from JH Hassinger, for the 2024 Jackson Wastewater Treatment Plant Improvement Project, in the amount of \$4,715,248.00, for the base bid, supplemental bid, and alternative bid items C-2 and C-3, was made by Tr. Wells and seconded by Tr. Kruepke.

Vote: 7 ayes, 0 nays. Motion carried.

- h. Review Bids for the Eagle Drive & STH 60 Intersection Improvement Project, in the Amount of \$294,459.02

The motion to approve the bid from Vinton Construction for the Eagle Drive and State Hwy 60 Intersection Improvement Project, in the amount of \$294,459.02, was made by Pres. Heckendorf and seconded by Tr. Olson.

Vote: 7 ayes, 0 nays. Motion carried.

- i. Jackson Dog Park Feasibility and Design Proposal, Not to Exceed \$11,750.00

The motion to approve the bid from MSA for the Jackson Dog Park Feasibility and Design Proposal, not to exceed \$11,750.00, was made by Tr. Wells and seconded by Tr. Kruepke.

Discussion: Questions were asked by the body pertaining to various location options and timeframes with regard to MSA's proposals. Director Valentino and Director Kober provided clarification regarding multiple locations being looked into at the same time and the results should be available late spring of this year.

Vote: 7 ayes, 0 nays. Motion carried.

9. West Bend School District

Tr. Wells reported on Community conversation feedback events regarding upcoming and current happenings at facilities. Dates, times, and locations were provided.

10. Washington County Board Report

Pres. Heckendorf provided overview of the report from Washington County Board Supervisor Schwab, including upcoming legislation being considered.

11. Greater Jackson Business Alliance

Tr. Matter reported there is a new president of the Greater Jackson Business Alliance, Debbie Zienert.

12. Mid-Moraine Municipal Association Report

Tr. Olson reported the next meeting will be February 14, 2024.

13. Closed Session Pursuant to Wis. Stats. §19.85(1)(e) “deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.”

The closed session is for the following purposes:

1. To Discuss Development Agreements, a Protective Covenant, and Shared Access and Maintenance Agreement for Property Publicly Owned in TID 7; and
2. To Approve the Sale of Property Publicly Owned in TID 7; and
3. To Discuss the Purchase of Land.

The motion to proceed into closed session pursuant to Wis. Stats. §19.85(1)(e) for the matters enumerated in the agenda was made by Pres. Heckendorf and seconded by Tr. Wells. A roll vote was taken:

Pres. Heckendorf: Aye

Tr. Emmrich: Aye

Tr. Engelhardt: Aye

Tr. Olson: Aye

Tr. Kruepke: Aye

Tr. Matter: Aye

Tr. Wells: Aye

Vote: 7 ayes, 0 nays. Motion carried.

Those present in the closed session were the Village Board members and Administrator Keller. Director Valentino was present for the portion of closed session pertaining to the discussion on the purchase of land. The closed session commenced at 8:23 PM.

14. Reconvene into Open Session with Possible Action Related to the Subject of the Preceding Closed Session

The motion to proceed into open session was made by Tr. Wells and seconded by Tr. Olson.

Vote: 7 ayes, 0 nays. Motion carried. The open session commenced at 9:00PM.

The motion to approve the Amended Developer's Agreement for the Oaks of Jackson Phase I Development with Hillcrest Builders was made by Tr. Wells and seconded by Tr. Olson.

Vote: 7 ayes, 0 nays. Motion carried.

15. Adjourn

A motion to adjourn the meeting was made by Tr. Kruepke and seconded by Tr. Emmrich.

Vote: 7 ayes, 0 nays. Motion carried. The meeting was adjourned at 9:00PM.

Respectfully Submitted,
Anastasia Gonstead - Village Clerk



Taking the lead in Washington County.

MEMO

TO: Village Board

FROM: Anastasia Gonstead, Village Clerk

RE: Ordinance #24-02 - An Ordinance Creating Sec. 2-190 of the Municipal Code of the Village of Jackson Codifying a Community Development Authority

MEETING DATE: March 12, 2024

Background:

The Village of Jackson's Community Development Authority (CDA) was established on September 26, 1994, via Resolution #94-21, a copy of which is herein attached. The aforementioned resolution is outdated, as it references State statutes that no longer pertain to CDA's. Additionally, it is largely silent on the composition and structure of the CDA. In an effort to ensure the CDA is codified in a similar format to our other Village boards, committees, and commissions, I present for your consideration Ordinance #24-02 - An Ordinance Creating Sec. 2-190 of the Municipal Code of the Village of Jackson Codifying a Community Development Authority. This proposed ordinance takes the pertinent information from Resolution #94-21, is updated to include applicable State statutes, and enumerates the membership, powers, and duties in a similar structure to our existing boards, commissions, and committees, while using other municipality ordinances regarding CDA's as a reference, in an effort to capture all the applicable verbiage.

Recommended Action:

Motion to approve Ordinance #24-02 - An Ordinance Creating Sec. 2-190 of the Municipal Code of the Village of Jackson Codifying a Community Development Authority.

ORDINANCE #24-02

AN ORDINANCE CREATING SEC. 2-190 OF THE MUNICIPAL CODE OF THE VILLAGE OF JACKSON CODIFYING A COMMUNITY DEVELOPMENT AUTHORITY

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

SECTION I

CREATION: The following Chapter, Sec. 2-190 of the Municipal Code of the Village of Jackson, Wisconsin, as pertains to Boards, Commissions, and Committees, is amended as follows to codify the Community Development Authority:

2-190 Community Development Authority**1.04 Community Development Authority is hereby created as:****1. Membership:**

a. The membership shall consist of six members appointed by the Village President. One member shall be the Village President, who shall preside as chairperson, one member shall be a Village Trustee, and four members shall be citizen members. The Village Board members shall be appointed annually by the Village President at the organization meeting. The four citizen members shall be appointed by the Village President at the organizational meeting, subject to confirmation by the Village Board, for staggered three-year terms. If a vacancy occurs prior to the organizational meeting, the citizen member shall be appointed by the Village President, subject to confirmation by the Village Board, to complete the term.

2. Powers and Duties:

a. The Community Development Authority shall have the powers and duties as prescribed in Wis. Stats. §66.1335.

b. The Community Development Authority of the Village of Jackson, Wisconsin, is authorized to transact business and exercise any and all powers granted to a Community Development Authority under the Community Development Authority laws, as amended from time to time, for the purposes of, but not limited to the elimination or prevention of substandard, deteriorated, unsanitary, and blighted areas; the provision and retention of gainful employment opportunities for the citizens of the Village; the provision of affordable housing in the Village; an increase in the Village's tax base; the stimulation of the flow of investment capital into the village with resultant beneficial effects upon the economy in the Village; authorized also to act as

the agent of the Village in planning and carrying out community development programs and activities approved by the Village Board under the Federal Housing and Community Development Act of 1974; and as agent to perform all acts, except the development of the general plan of the Village, which may be otherwise performed by the Plan Commission under Wis. Stats. §66.1105, §66.1301 to §66.1329, §66.1331, or §66.1337.

3. Meetings:

a. Meetings may be held upon proper notice when occasion demands.

SECTION II

SEVERABILITY: If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provisions or applications.

SECTION III

EFFECTIVE DATE: This ordinance shall take effect from and after its passage and posting.

Introduced by: _____

Seconded by: _____

Vote: _____aye _____nay

Passed and approved _____

VILLAGE OF JACKSON

By: _____
Brian J. Heckendorf, Village President

Attest:

Anastasia Gonstead, Village Clerk

Proof of Posting:

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

Village Official

Date

RESOLUTION NO. 94-21

A RESOLUTION CREATING THE COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF JACKSON, WISCONSIN.

WHEREAS, the Village of Jackson, Wisconsin (the "Village") is a municipal corporation organized and existing under and pursuant to the laws of the State of Wisconsin and is authorized by Section 66.436 and Section 66.4325 of the Wisconsin Statutes, (the "Community Development Authority Law"), by proper resolution of the Village Board, to declare that there is a need in the Village for a community development authority ("CDA") which, upon the making of certain findings and declarations by this Village Board, shall be a public body corporate and politic authorized to transact business and exercise any and all powers, duties and functions set out in Section 66.40 and 66.431 of the Wisconsin Statutes for housing and redevelopment authorities; and

WHEREAS, it is the finding, determination and declaration of this Village Board that there exists within the Village a need for blight elimination, clearance of undesirable condition, urban renewal and community development programs and housing projects; and

WHEREAS, there is currently no redevelopment authority or housing authority created under Section 66.431 or 66.40 of the Wisconsin Statutes operating in the Village; and

WHEREAS, it is the finding, determination and declaration of this Village Board that the Village would derive public benefits from the creation of a CDA and the exercise by the CDA of its powers under the Community Development Authority Law, including by way of illustration but not limitation, the following public benefits: the elimination or prevention of substandard, deteriorated, unsanitary, and blighted areas; the provision and retention of gainful employment opportunities for the citizens of the Village; the provision of affordable housing in the Village; an increase in the Village's tax base; and the stimulation of the flow of investment capital into the Village with resultant beneficial effects upon the economy in the Village; and

WHEREAS, it is the finding, determination and declaration of this Village Board that the public interest will be served if the Village were to create a CDA in the Village.

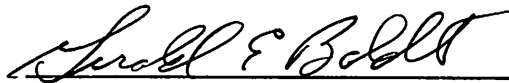
NOW, THEREFORE, BE IT RESOLVED:

1. On the basis of the findings and determinations herein recited, this Village Board declares that there is a need for and does hereby create a Community Development Authority in the Village, to be known as the "Community Development Authority of the Village of Jackson" (the "Authority"), authorized to transact business and exercise any and all powers granted to a CDA under the Community Development Authority Law as amended from time to time.

2. This Resolution shall be effective immediately upon its passage and approval. Upon such approval, the Clerk shall promptly notify the Village President of the adoption of this Resolution by delivering a certified copy hereof to him, and the Village President shall, with the confirmation of this Village Board, appoint seven (7) qualified resident persons to serve as commissioners of the Authority. Two commissioners shall be members of the Village Board. The Chairperson of the Authority shall be elected from among the commissioners of the Authority by majority vote of the commissioners.

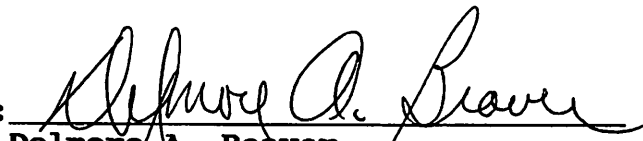
Passed and approved: September 26, 1994

Introduced by Trustee: Larry Hatke



Gerald E. Boldt, Village President

Attest:


Delmore A. Beaver,
Village Administrator/Clerk

RECEIVED FEB 05 2024

To Whom it May Concern:

After countless calls, I was told to write this letter regarding a claim for my son, Brady Curtis from June 24, 2023 for the Jackson Fire Department. My issue is when my son had passed out and hit his head the EMT, Marcus was going to assess Brady and knew that I lived in town and was wanting to transport Brady if needed. Marcus put Brady in the back of the ambulance to assess him. A short while later he took Brady to Aurora in Grafton. I understand Brady's 24 years old, yet everyone was aware myself or Brady's friend were going to transport Brady. Brady told me he was never asked if he wanted to be taken by Marcus. Brady's covered by our health insurance, and yet I'm being stuck with a bill for \$1269.70. I had tried appealing this without any luck. Sadly, during the appeal process my mom became ill and then passed away. I'm frustrated with this whole mess. I do believe Brady received fluids in the ambulance and while our wishes to not be transported weren't followed I understand a bill but not \$1269.70. I'm hoping to find a fair solution to this for both parties involved. Thank you for your time.

Sincerely,

Terri Curtis

Terri Curtis 262-623-8148

Jan. 29, 2024

JACKSON FIRE DEPARTMENT

PO BOX 72140

CEDARBURG, WI 53012

Toll Free (800)829-5703 Ext. 507

(262)375-9610 Ext. 507

PATIENT NAME: BRADY CURTIS

INSURANCE: UMR

BRADY CURTIS
W67 N977 CAMBRIDGE RD
CEDARBURG, WI 53012

PATIENT NUMBER: 12247
CALL NUMBER: 23-0527
DATE OF CALL: 06/24/2023

TIME OF CALL:

CALLER:

FROM: 635 WASHINGTON AVE
TO: AURORA MEDICAL CENTER-GRAFTON

REASON(S)
FOR
TRANSPORT

ELECINSU

CARE2

INVOICE DATE

10/23/2023

DESCRIPTION OF CHARGE	QUANTITY	UNIT PRICE	AMOUNT
ALS 1 BASE RATE A0427	1.0	950.00	950.00
MILEAGE A0425	7.6	17.00	129.20
IT REPORT CHARGE A0998	1.0	3.50	3.50
IV SUPPLIES A0394	1.0	65.00	65.00
NORMAL SALINE J7040	1.0	32.00	32.00
ECG/DEFIB SUPPLIES A0392	1.0	90.00	90.00
Total Charges			1269.70

DESCRIPTION OF PAYMENT	RECEIPT	PAYMENT DATE	AMOUNT
Total Credits			0.00
PLEASE PAY THIS AMOUNT →			\$1269.70

DETACH ALONG PERFORATION ABOVE AND RETURN STUB WITH YOUR PAYMENT

PATIENT NAME:
PATIENT NUMBER: CURTIS, BRADY
12247

CALL NUMBER:
BILLING DATE: 23-0527

AMOUNT DUE \$ 1269.70
AMOUNT \$
ENCLOSED

We have filed claims with your insurance over 35 days ago and have not received payment.
Please follow-up with your insurance to see that this claim is processed promptly or this
becomes your responsibility. Thank you.

PAY TO THE ORDER OF:
JACKSON FIRE DEPARTMENT PO BOX 72140 CEDARBURG, WI 53012-2709

Task Order – Standard Hourly Rates Basis

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

1. Background Data

- a. Effective Date of Task Order: February 6, 2024
- b. Specific Project (title): WWTF Tertiary Filters and Disinfection Construction
- c. Specific Project (description): See Attachment A.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are described in Attachment A and the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:
 - Construction Phase Services (Exhibit A, Paragraph A1.05)
 - including Resident Project Representative (RPR) services (A1.05.A.2)
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

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

4. Owner's Responsibilities

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

5. Task Order Schedule

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

6. Payments to Engineer

- A. Owner shall pay Engineer for Basic Services set forth above, except for services of Engineer's Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses.
 2. Engineer's Standard Hourly Rates Schedule is shown below.
 3. The total compensation for services under this Task Order is not-to-exceed \$331,000.
- B. Compensation for Reimbursable Expenses
1. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth below.

Standard Hourly Rates and Reimbursable Expense Rates Schedule

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

Schedule:

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

Task Order Form - Standard Hourly Rates Basis

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

Page 2

7. Terms and Conditions

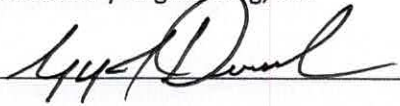
Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is February 6, 2024.

OWNER: Village of Jackson

ENGINEER: Town & Country Engineering, Inc.

By: _____

By: 

Print Name: Brian Kober, P.E.

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

Title: Public Works Director

Title: Vice-President

Date: _____

Date: 2/6/2024

Engineer License or Firm's

Certificate No. (if required): 37471-006

State of: Wisconsin

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Brian Kober

Name: Greg Droessler, P.E.

Title: Public Works Director

Title: Vice President

Address: N168 W20733 Main Street
Jackson, WI 53037

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

E-Mail
Address: dirpubwks@villageofjackson.com

E-Mail
Address: gdroessler@tcengineers.net

Phone: (262) 677-0707

Phone: (262) 925-3210

Task Order Form - Standard Hourly Rates Basis

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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Page 3

ATTACHMENT A

MEMORANDUM

Date: February 6, 2024

To: Brian Kober, P.E. – Director of Public Works

From: Greg Droessler, P.E.

Subject: Scope of Services - Construction Engineering Services and Part-Time Inspection Service for the Wastewater Treatment Facility

The Village of Jackson is upgrading the wastewater treatment facility with the addition onto the tertiary filter building, addition of UV disinfection, process piping work, electrical and SCADA upgrades, and miscellaneous site improvements. The general scope of the project is based on the plans and specifications dated January 2024. This Contract is for assisting the Village with construction administration and part-time resident engineering for this project.

It is anticipated that the Notice to Proceed will be issued to the contractor in February 2024. Per the contract, all work is to be substantially complete in 600 days, or approximately by October 2025. Final completion of the project is anticipated to be 60 days later, or December 2025.

The scope of services for the project includes the following major tasks:

A. Scope of Services – Construction Administration Service

1. The Engineer will perform such tasks as contract award, construction administration, review of construction time schedules, project management, construction coordination, change order requests, pay requests, record drawings, periodic site visits, and construction project meetings. Village Board and/or Public Works Committee meetings will also be attended upon request.
2. Project work tasks also included are shop drawing review for all equipment and materials, review of operation and maintenance manuals, coordination of equipment start-up, SCADA coordination, and loan services and disbursement requests.
3. Construction engineering services, for the civil, process, structural, architectural, heating/ventilating, and electrical services for the wastewater treatment facility upgrades. Sub-consultants utilized on the construction phase of the project are the same as those used in the design phase.
4. Preparation of WWTF O&M manual updates as required by the DNR for the project improvements. Updates will be made to chapters of the existing O&M manual to include the new process equipment, SCADA, and ventilation updates.

B. Scope of Services – Part-Time Resident Engineering.

1. Part-time resident inspection is proposed for the duration of the project. We will be onsite for all critical underground piping installation and foundation work. During the remainder of the project, we anticipate being onsite approximately 10-20 hours every week for approximately 50 weeks. Additional hours have been budgeted for closeout between substantial and final completion.

TOWN & COUNTRY ENGINEERING, INC.

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

2. The final cost will greatly depend on the Contractor, his subcontractors, construction schedule, and difficulty of the work undertaken.

The awarded construction contract for the wastewater facilities upgrade is \$4,715,248. The estimated construction administration services cost for the above scope is \$201,000 and will be provided on an hourly basis. Part-time resident engineering services will also be provided on an hourly basis for a cost of \$130,000; thus, the total of these phases will be provided for a Not to Exceed price of \$331,000.

We at Town & Country Engineering, Inc. wish to thank you for allowing us to serve the Village on this project. If you have any questions regarding the above material, please feel free to call.

TOWN & COUNTRY ENGINEERING, INC.

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PCCO #004

Hunzinger Construction Company
21100 Enterprise Avenue
Brookfield, Wisconsin 53045-5226
Phone: (262) 797-0797
Fax: (262) 797-0474

Project: 23-155 - Jackson - 2023 WWTF Storage Garage Expansion
W194N16658 Eagle Dr.
Jackson, Wisconsin 53037
Phone: 414-430-7196
Fax: 262-797-0474

Prime Contract Change Order #004: CE #008 - Omit Painting of Gas & Air Piping

TO:	Village of Jackson W194N16660 Eagle Drive Jackson, Wisconsin 53037	FROM:	Hunzinger Construction Company 21100 Enterprise Avenue Brookfield Wisconsin 53045-5226
DATE CREATED:	2/ 13 /2024	CREATED BY:	Matt Horton (Hunzinger Construction Company)
AIA CONTRACT#:		REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
SCHEDULE IMPACT:	0 days	EXECUTED:	No
CONTRACT FOR:	1:HCCo. Prime/General Contract	TOTAL AMOUNT:	(\$2,409.00)

DESCRIPTION:

CE #008 - Omit Painting of Gas and Compressed Air Piping

Omit painting of the Natural Gas and Compressed Air Piping as noted in Structure 95 Punch List items Nos. 13 & 14, in exchange for a cost credit for same, as approved by the Village of Jackson.

ATTACHMENTS:

[HCCo COR - Omit M & P Pipe Painting.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
007	CE #008 - Omit Painting of Gas & Air Piping	0 days	(2,409.00)
TOTAL:			(\$2,409.00)

The original (Contract Sum)	\$ 867,000.00
Net change by previously authorized Change Orders	(\$52,193.00)
The contract sum prior to this Change Order was	\$ 814,807.00
The contract sum will be decreased by this Change Order in the amount of	(\$2,409.00)
The new contract sum including this Change Order will be	\$ 812,398.00
The contract time will not be changed by this Change Order by 0 days	

Gregory Droessler, P.E. (Town & Country Engineering, Inc.)

6264 Nesbitt Road
Madison Wisconsin 53719

Village of Jackson

W194N16660 Eagle Drive
Jackson Wisconsin 53037

Hunzinger Construction Company

21100 Enterprise Avenue
Brookfield Wisconsin 53045-5226

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE  02/13/24
James R Hunzinger-EVP DATE

Matt Horton

From: Gregory Droessler <gdroessler@tcengineers.net>
Sent: Monday, February 12, 2024 10:48 AM
To: Matt Horton
Cc: Joel Becker; Phillip Moran, Jr.
Subject: RE: Jackson WWTF - Punch list: Credit for Omitting Painting of Gas & Compressed Air Piping

Matt,

I talked to Brain about this and he's good with this credit offer.

I've seen the onslaught of email notices today for the punch list, please just let me know when you're all set and I'll do a last walk-thru with the staff and get this closed out. Feel free to email me the record drawings or let me know if they are full size and to be picked up.

Thanks,

Greg

Gregory J. Droessler, P.E. – Vice President
gdroessler@tcengineers.net
Town and Country Engineering, Inc.
10505 Corporate Drive
Suite 105A
Pleasant Prairie, WI 53158
262.925.3210 (direct)
608.273.3350 (office)
262.620.2914 (cell)

From: Matt Horton <mhorton@hunzinger.com>
Sent: Friday, February 9, 2024 3:17 PM
To: Gregory Droessler <gdroessler@tcengineers.net>
Cc: Joel Becker <JBecker@hunzinger.com>; Phillip Moran, Jr. <pmoran@hunzinger.com>
Subject: RE: Jackson WWTF - Punch list: Credit for Omitting Painting of Gas & Compressed Air Piping
Importance: High

Greg,
I'm following up regarding the Structure 95 Punch List Items #13 & #14 – Painting of Gas & Compressed Air Piping Not Completed.

We propose to credit the Village of Jackson (\$2,409) to OMIT the Painting of the Natural Gas and Compressed Air Piping from the scope of the project.

Please advise if this is acceptable. If so, we will follow up with a formal a deductive change order and itemize the CREDIT on the final pay application accordingly.

Thanks,
Matt



Matt Horton *LEED AP BD+C*

Senior Project Manager

p. 262-780-9132 m. 414-640-0323

Hunzinger Construction Company

An ESOP Company

21100 Enterprise Ave. Brookfield, WI 53045

mhorton@hunzinger.com

www.hunzinger.com



NOTICE: This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, or confidential. If you are not the named addressee, you are not authorized to read, print, retain, copy, or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately and delete all copies of this message.

From: Gregory Droessler <gdroessler@tcengineers.net>

Sent: Wednesday, January 31, 2024 7:40 AM

To: Matt Horton <mhorton@hunzinger.com>

Cc: Brian Kober <brian.kober@villageofjacksonwi.gov>; Chad Russ <chad.russ@villageofjacksonwi.gov>; Jeff Deitsch <jeff.deitsch@villageofjacksonwi.gov>; Phillip Moran, Jr. <pmoran@hunzinger.com>

Subject: Jackson punch list

Matt,

Please find attached the punch list for Jackson. Much of the list is labeling, but there are some issues with the wrong breakers used, etc. that need to be sorted out. We also highlighted 4 items that were not done per the specs that the Village is willing to consider leaving "as is", but there should be credits offered as it saved your electrical and HVAC guys a fair amount of work for some (painting and installing conduit), or a fair amount in using EMT instead of rigid per the specs. Please look this over and give me a call with any questions.

Thanks,

Greg

Gregory J. Droessler, P.E. – Vice President

gdroessler@tcengineers.net

Town and Country Engineering, Inc.

10505 Corporate Drive

Suite 105A

Pleasant Prairie, WI 53158

262.925.3210 (direct)

608.273.3350 (office)

262.620.2914 (cell)

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: Village of Jackson, WI
Public Works
Attn: Brian Kober P.E.
W194 N16660 Eagle Dr,
Jackson, WI 53037

PROJECT: Jackson 2023 WWTF Garage Exp
W194 N16658 Eagle Dr.
Jackson, WI 53037

APPLICATION NO.: 23-155
PERIOD TO: 2/13/2024
PROJECT NOS.: 23155

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR: Hunzinger Construction Company
21100 Enterprise Ave.
Brookfield, WI 53045

VIA ARCHITECT: Town & Country Engineering
Attn: Greg Droessler

CONTRACT DATE: 8/8/2023
INVOICE #: 224003

CONTRACT FOR: General Contract

Wiring instructions can only be changed by verbal confirmation from John Hunzinger - President of Hunzinger Construction Company

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM \$867,000.00
2. Net change by Change Orders -\$54,602.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$812,398.00
4. TOTAL COMPLETED & STORED TO DATE \$812,398.00
(Column G on Continuation Sheet)
5. RETAINAGE:
 - a. 0.00 % of Completed Work \$0.00
(Columns D + E on Continuation Sheet)
 - b. 0.00 % of Stored Material \$0.00
(Column E.1 on Continuation Sheet)Total Retainage (Line 5a + 5b or
Total in Column I of Continuation Sheet) \$0.00
6. TOTAL EARNED LESS RETAINAGE \$812,398.00
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$735,408.09
8. CURRENT PAYMENT DUE \$76,989.91
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less line 6) \$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	2,162.00	-53,839.00
Total approved this Month	684.00	-3,609.00
TOTALS	2,846.00	-57,448.00
NET CHANGES by Change Order		-54,602.00

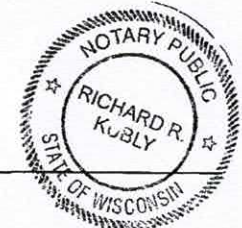
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hunzinger Construction Company

By: [Signature] Date: 2/19/24

State of: Wisconsin
County of: Waukesha
Subscribed and sworn before
me this 19th day of February, 2024

Notary Public: [Signature]
My Commission expires: 3/29/26



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 76,989.91
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Town & Country Engineering

By: [Signature] Date: 2/19/24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 23-155

APPLICATION DATE: 2/19/2024

PERIOD TO: 2/13/2024

ARCHITECT'S PROJECT NO: 23155

A	B	C	C.1	C.2	D	E	E.1	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULE OF VALUES	APPROVED CHANGES TO DATE	REVISED SCHEDULE OF VALUES	PREVIOUS APPLICATIONS	THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE (D+E)	% (F/C)	BALANCE TO FINISH (C-F)	RETAINAGE (IF VARIABLE RATE)
1	General Conditions/Requirement	157,068.00	0.00	157,068.00	149,214.60	7,853.40	0.00	157,068.00	100.00	0.00	0.00
2	Site Demo & Earthwork	48,873.00	0.00	48,873.00	48,873.00	0.00	0.00	48,873.00	100.00	0.00	0.00
3	Selective Demolition	6,670.00	0.00	6,670.00	6,670.00	0.00	0.00	6,670.00	100.00	0.00	0.00
4	Concrete	53,541.00	0.00	53,541.00	53,541.00	0.00	0.00	53,541.00	100.00	0.00	0.00
5	Carpentry	125,801.00	0.00	125,801.00	125,801.00	0.00	0.00	125,801.00	100.00	0.00	0.00
6	Roofing & sheet Metal	122,323.00	0.00	122,323.00	122,323.00	0.00	0.00	122,323.00	100.00	0.00	0.00
7	Metal Wall/Ceiling Panel Sys	101,167.00	0.00	101,167.00	101,167.00	0.00	0.00	101,167.00	100.00	0.00	0.00
8	OH Doors	32,371.00	0.00	32,371.00	32,371.00	0.00	0.00	32,371.00	100.00	0.00	0.00
9	Plumbing Systems	23,685.00	0.00	23,685.00	20,200.00	3,485.00	0.00	23,685.00	100.00	0.00	0.00
10	HVAC Systems	155,262.00	0.00	155,262.00	129,900.00	25,362.00	0.00	155,262.00	100.00	0.00	0.00
11	Electrical Systems	23,772.00	0.00	23,772.00	19,263.20	4,508.80	0.00	23,772.00	100.00	0.00	0.00
12	GC Performance/Payment Bonds	6,361.00	0.00	6,361.00	6,361.00	0.00	0.00	6,361.00	100.00	0.00	0.00
13	GC Insurances	10,106.00	0.00	10,106.00	10,106.00	0.00	0.00	10,106.00	100.00	0.00	0.00
14	PCCO#1-PCO#1: Alt. Roofing	0.00	-48,250.00	-48,250.00	-48,250.00	0.00	0.00	-48,250.00	100.00	0.00	0.00
15	PCCO#1-PCO#2: Alt. Metal Panel	0.00	-4,189.00	-4,189.00	-4,189.00	0.00	0.00	-4,189.00	100.00	0.00	0.00
16	PCCO#1-PCO#3: Alt. Windows	0.00	-1,400.00	-1,400.00	-1,400.00	0.00	0.00	-1,400.00	100.00	0.00	0.00
17	PCCO#1-PCO#4: MAU Stand	0.00	2,162.00	2,162.00	2,162.00	0.00	0.00	2,162.00	100.00	0.00	0.00
18	PCCO#2-PCO#5 Lighting Mods	0.00	684.00	684.00	0.00	684.00	0.00	684.00	100.00	0.00	0.00
19	PCCO#3-PCO#6 Omit OH Dr Horn	0.00	-1,200.00	-1,200.00	0.00	-1,200.00	0.00	-1,200.00	100.00	0.00	0.00
20	PCCO#4-PCO#7 Omit Pipe Painting	0.00	-2,409.00	-2,409.00	0.00	-2,409.00	0.00	-2,409.00	100.00	0.00	0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 23-155

APPLICATION DATE: 2/19/2024

PERIOD TO: 2/13/2024

ARCHITECT'S PROJECT NO: 23155

A	B	C	C.1	C.2	D	E	E.1	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULE OF VALUES	APPROVED CHANGES TO DATE	REVISED SCHEDULE OF VALUES	PREVIOUS APPLICATIONS	THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE (D+E)	% (F/C)	BALANCE TO FINISH (C-F)	RETAINAGE (IF VARIABLE RATE)
	TOTALS	867,000.00	-54,602.00	812,398.00	774,113.80	38,284.20	0.00	812,398.00	100.00	0.00	0.00



February 22, 2024

Village of Jackson
W194 N16660 Eagle Drive
Jackson, WI 53037

Attention: Brian Kober, P.E.
Director of Public Works

Subject: Project: VOJ 23-02
STH 60 – Street Lighting
Industrial Drive – Ridgeway Drive
Pay Request #4

Dear Mr. Kober:

Enclosed you will find Pay Request #4 for the STH 60 Street Lighting project in the Village of Jackson. The total amount, due to the contractor, has been reduced by five percent (5%) for retainage but not to exceed maximum retainage. The maximum retainage was met with the previous pay request #2. This is per Article 6.02.A.1 Progress Payments; Retainage, of Contract Document 00500, Agreement:

Total work completed to date	= \$355,019.18
Work completed, Pay Request #4	= \$13,123.68
Total Retainage	= \$9,454.40
Amount due to Contractor, Pay Request #4	= \$13,123.68

If you have any questions or comments, please contact me at (920) 924-5720.

Sincerely,

Blake Furlano

Blake Furlano
Project Inspector
Gremmer & Associates, Inc.

Project VOJ 23-02
STH 60 - Street Lighting
Industrial Drive - Ridgeway Drive

Pay Request #4
Wil-Surge - Prime Contractor

				Wil-Surge		Pay Request #1		Pay Request #2		Pay Request #3		Pay Request #4		Cumulative Totals		% Complete
Item No.	Description	Units	Total	Unit Price	Bid Total	Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total	Actual Quantity	Total	
619.1000	Mobilization	EACH	1	\$15,428.00	\$15,428.00	1.0	\$15,428.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	1	\$15,428.00	100%
628.7015	Inlet Protection Type C	EACH	25	\$89.00	\$2,225.00	0.0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	0%
643.5000	Traffic Control	LS	1	\$16,871.00	\$16,871.00	1.0	\$16,871.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	1	\$16,871.00	100%
653.0164	Pull Boxes Non-Conductive 24x42-Inch	EACH	17	\$987.00	\$16,779.00	0.0	\$0.00	0	\$0.00	17.00	\$16,779.00	0.00	\$0.00	17	\$16,779.00	100%
654.0105	Concrete Bases Type 5	EACH	36	\$891.00	\$32,076.00	0.0	\$0.00	36	\$32,076.00	0.00	\$0.00	0.00	\$0.00	36	\$32,076.00	100%
655.0610	Electrical Wire Lighting 12 AWG	LF	7,629	\$0.92	\$7,018.68	0.0	\$0.00	0	\$0.00	256.00	\$235.52	7344.00	\$6,756.48	7600	\$6,992.00	100%
655.0620	Electrical Wire Lighting 8 AWG	LF	20,342	\$1.68	\$34,174.56	0.0	\$0.00	0	\$0.00	21467.00	\$36,064.56	0.00	\$0.00	21467	\$36,064.56	106%
655.0625	Electrical Wire Lighting 6 AWG	LF	30,513	\$1.81	\$55,228.53	0.0	\$0.00	0.00	\$0.00	32200.50	\$58,282.91	0.00	\$0.00	32201	\$58,282.91	106%
671.0212	Conduit HDPE Directional Bore 1-Duct 2-Inch	LF	10,835	\$13.79	\$149,414.65	5267.0	\$72,631.93	4782	\$65,943.78	100.00	\$1,379.00	0.00	\$0.00	10149	\$139,954.71	94%
SPV.0060.01	Install Village Furnished Lighting Unit	EACH	36	\$832.00	\$29,952.00	0.0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	0%
SPV.0060.02	Install Village Furnished Meter Breaker Pedestal	EACH	2	\$6,910.00	\$13,820.00	2.0	\$13,820.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	2	\$13,820.00	100%
SPV.0180.01	Concrete Restoration	SY	3.3	\$348.00	\$1,148.40	0.0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	0%
SPV.0180.02	Asphalt Restoration	SY	5	\$808.00	\$4,040.00	0.0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	0%
CO #1	Concrete Replacement (Replaces Item SPV.0180.01)	SF	700	\$13.00	\$9,100.00	0.0	\$0.00	0	\$0.00	952.60	\$12,383.80	74.40	\$967.20	1027	\$13,351.00	147%
CO #2	Concrete Base 24" Dia Base	EACH	36	\$150.00	\$5,400.00	0.0	\$0.00	0	\$0.00	0.00	\$0.00	36.00	\$5,400.00	36	\$5,400.00	100%
STH 60 TOTAL					\$392,675.82		\$118,750.93		\$98,019.78		\$125,124.79		\$13,123.68		\$355,019.18	90%
TOTAL					\$392,675.82		\$118,750.93		\$98,019.78		\$125,124.79		\$13,123.68		\$355,019.18	90.41%

Wil-Surge original bid #
\$378,175.82
Difference / Increase of
\$13,351.60

\$5,937.55 Retainage Est #1
\$3,516.85 Retainage Est #2
\$0.00 Retainage Est #3
\$0.00 Retainage Est #4

Max retainage to hold = \$9,454.40
Based off original bid price

Work completed, previous estimate \$125,124.79
Work completed, this estimate \$13,123.68
Total work completed \$355,019.18
Retainage, this estimate \$0.00
Total retainage, previous estimates \$9,454.40
Total retainage \$9,454.40
Amount due to contractor, this estimate \$13,123.68



Taking the lead in Washington County.

MEMO

TO: Village Board

FROM: Collin Johnson, Director of Inspections/Zoning

RE: Final Plat and Development Agreement - Maple Fields Subdivision, Addition No. 1 - Neuman Developments, Inc.

MEETING DATE: March 12, 2024

Background and Analysis:

The Preliminary Plat for the entire proposed subdivision was reviewed by the Village Plan Commission on December 2, 2021. The Plan Commission recommended approval of the Preliminary Plat to the Village Board for consideration at the December 14, 2021, meeting. The Village Board approved the Preliminary Plat with specific and general conditions (see the attached Plan Commission minutes dated December 2, 2021).

The Developer has substantially completed construction on the sewer, water stormwater, and general road infrastructure, as well as grading all the lots. They are now seeking approval of the Final Plat in order to begin construction on the proposed homes.

Staff has reviewed the proposed Final Plat and found it to be consistent with the Preliminary Plat approved previously.

Comprehensive Plan & Zoning Impacts:

The Final Plat is consistent with the prescribed uses outlined in the Village Comprehensive Plan and Planned Unit Development zoning designation.

Site Plan:

See Final Plat.

Potential Action:

Motion to approve the Final Plat for the Maple Fields Subdivision, Addition No. 1, residential subdivision, conditioned upon approval of the terms found in the Development Agreement.

Attachments:

1. February 15, 2024 Plan Commission Memo
2. Plan Commission Application
3. Final Plat - Maple Fields, Addition No. 1



Taking the lead in Washington County.

4. Draft Developer's Agreement - Maple Fields, Phase 2
5. December 2, 2021 Plan Commission Staff Comments



STAFF MEMO

Village of Jackson
Plan Commission

Meeting Date: February 15, 2024
Agenda Item: # 3
To: Plan Commission
From: Collin Johnson, Director of Inspections/Zoning
Subject: Final Plat - Maple Fields Subdivision, Addition No. 1 - Neuman Developments, Inc.

Background and Analysis:

The Preliminary Plat for the entire proposed subdivision was reviewed by the Village Plan Commission on December 2, 2021. The Plan Commission recommended approval of the Preliminary Plat to the Village Board for consideration at the December 14, 2021, meeting. The Village Board approved the Preliminary Plat with specific and general conditions (see the attached Plan Commission Minutes dated December 2, 2021).

The Developer has substantially completed construction on the sewer, water stormwater, and general road infrastructure as well as grading all the lots. They are now seeking approval of the Final Plat in order to begin construction on the proposed homes.

Staff has reviewed the proposed Final Plat and found it to be consistent with the Preliminary Plat approved previously.

Comprehensive Plan & Zoning Impacts:

The Final Plat is consistent with the prescribed uses outlined in the Village Comprehensive Plan and Planned Unit Development zoning designation.

Site Plan:

See Final Plat.

Review Procedures:

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

Signage:

Not applicable.

Additional Staff Comments:

None.



Taking the lead in Washington County.

Notice Requirements:

Posting on the agenda.

Potential Action:

Motion to recommend the Village Board approve the Final Plat for Maple Fields Subdivision, Addition No. 1, residential subdivision.

Attachments:

1. Plan Commission Application
2. Final Plat - Maple Fields, Addition No. 1
3. 12_02_2021 Plan Commission Staff Comments

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 Final Plat, Add. No.1

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

Property Address: West of Maple Road and south of Sherman Unit: Jackson, WI

Parcel #: V3_0751037 Lot Size: _____ sq. ft. Building Area: _____ sq. ft.

Current Zoning: ☐ B-1 ☐ B-2 ☐ M-1 ☐ M-2 ☐ I-1 ☐ PUD ☒ Other R1 & R5 Floodplain: Y / N

APPLICANT INFORMATION

Name(s): Neumann Developments, Kevin Anderson

Mailing Address: N27 W24025 Paul Court, #100, Pewaukee State WI Zip 53072

Office: (262) 542-9200 Cell: (262) 825-8068 Fax: () _____

Email: kevin@neumanncompanies.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): Maple Fields, LLC

Address: Same as above State _____ Zip _____

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

Email: same

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

Firm Name: TRIO Engineering

Primary Contact: Josh Pudelko

Address: 4100 N. Calhoun Road, Brookfield State WI Zip 53005

Office: (262) 790-1480 Cell: () _____ Fax: () _____

Email: Jpudelko@trioeng.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: Final Plat for Addition No.1 to
Maple Fields subdivision. Addition No.1 contains 37 Lots and connect westerly to
Sherman Parc subdivision @ East Gate Drive.

Provide a brief overview of proposed use(s) of entire property and/or lease space: Single family residential

Hours of Operation: n/a

Provide a brief overview of proposed daily on-site operations: n/a

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: n/a

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

Describe any proposed grading, and/or stormwater management plan: Storm water management is designed
to accomodate the additional lots and roadways with additional storm water facilities per the
design plans submitted to the Village.

Describe any proposed landscape plan/improvements including driveways, sidewalks, vegetative plantings, etc.: _____
Each home will be individually landscaped.

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): n/a

Describe the projected traffic circulation and impacts: This phase will connect East Gate Drive to the existing Sherman Parc subdivision and provide a second entry/exit location for traffic and life safety and maintenance equipment.

List all setbacks from rights-of-way and property lines and height limitations: per zoning

Provide status of State/Federal License(s) or Certificate(s)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: DNR Construction Site Storm water permit is required and will be obtained prior to land disturbing activities.

Describe any proposed signage including type, size, and location: none

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

Describe any site-specific features/constraints, etc.: n/a

Outline proposed parking requirements including number of spaces plus those dedicated for handicapped parking: n/a

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: n/a

Projected Sewer/Wastewater Usage: _____ gal/year

Projected Water Usage: _____ 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.

Applicant Name (Print): Kevin Anderson

Applicant Signature: Kevin Anderson

Co-Applicant Name (Print): _____

CO-Applicant Signature: _____

Date of Application: ~~01-20-22~~ 01-24-24

You MUST sign and date this Application!

SUBMIT TO: **Village of Jackson – Building Inspection Dept.**
(Checks shall be made payable to Village of Jackson)
W194 N16660 Eagle Drive
PO BOX 637
Jackson, WI 53037

QUESTIONS?

Building Inspector: For questions concerning **building codes, zoning, or technical questions.**
Phone: (262) 677-9696
Email: collin.johnson@villageofjacksonwi.gov

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

TERMS OF THIS PERMIT

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

VILLAGE APPROVAL:

☐ **TEMPORARY** *Expiration Date:* _____, 20____

Plan Commission Approval: *Meeting Date:* _____, 20____

Village Board Approval: *Meeting Date:* _____, 20____

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

Approved by: Village Administrator

Conditions and Duration of Approval:

Depending on the request, approvals shall generally be continual or temporary in nature. ALL approvals are subject to the Conditions of Approval outlined below. All conditional or special uses/approvals shall, upon complaint, be subject to review, amendment, or revocation by the Village. Where temporary approvals are issued, such approvals shall be subject to the time limitations specified.

Conditions of Approval: _____

APPLICATION DENIED: *Date:* _____, 20____

Staff Initials: _____

Reason for Denial: _____

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

Date Received: _____

Amount: \$ _____

Payment Type: CH / CC / CASH

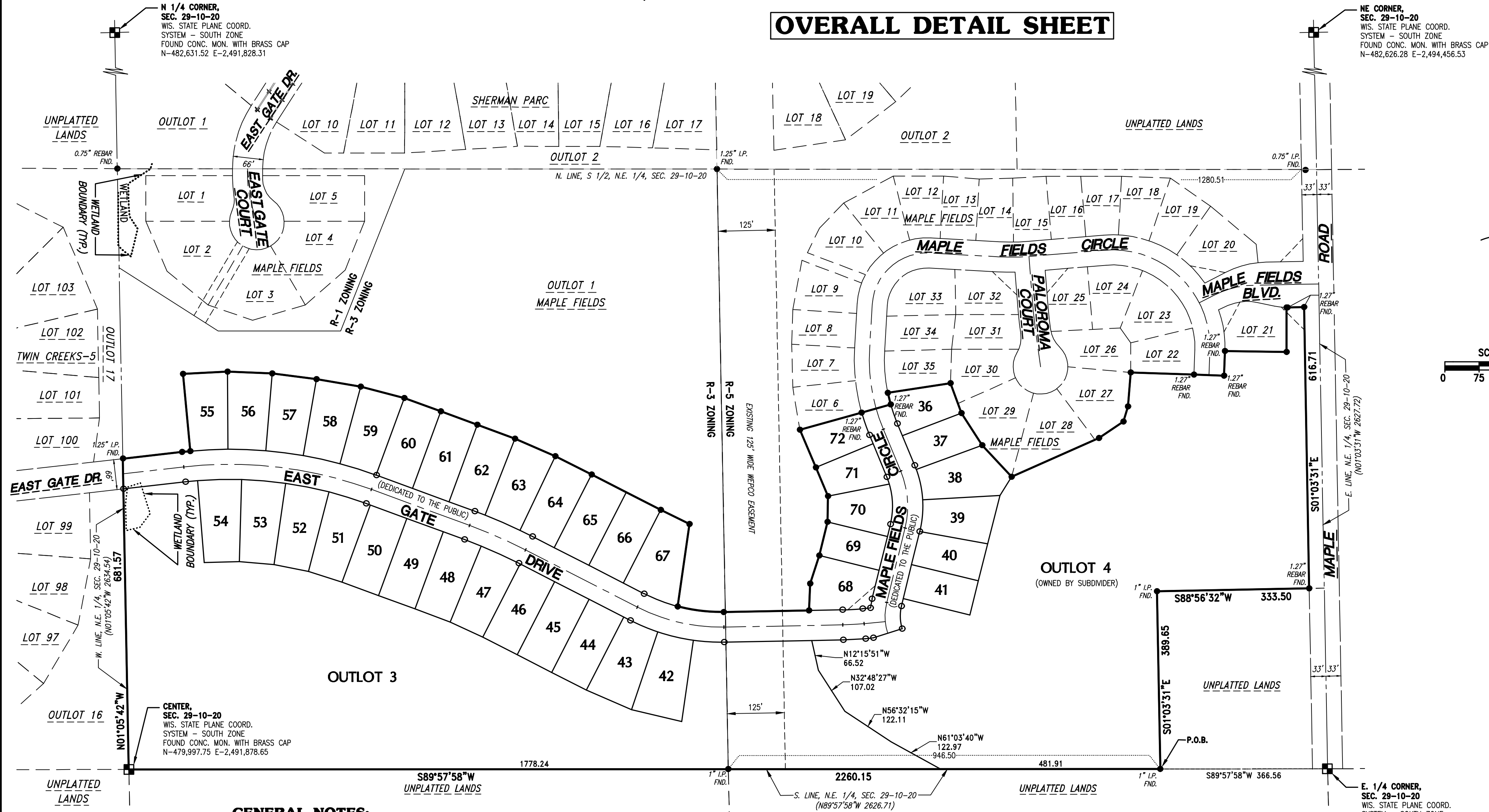
Check/Rcpt. #: _____

Received By: _____

MAPLE FIELDS ADDITION NO. 1

BEING A REDIVISION OF OUTLOT 2 OF "MAPLE FIELDS", BEING A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWN 10 NORTH, RANGE 20 EAST, IN THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN.

OVERALL DETAIL SHEET



NE CORNER,
SEC. 29-10-20
WIS. STATE PLANE COORD.
SYSTEM - SOUTH ZONE
FOUND CONC. MON. WITH BRASS CAP
N=482,631.52 E=2,491,828.31

TRUE NORTH
GRID NORTH
+01°16'11"

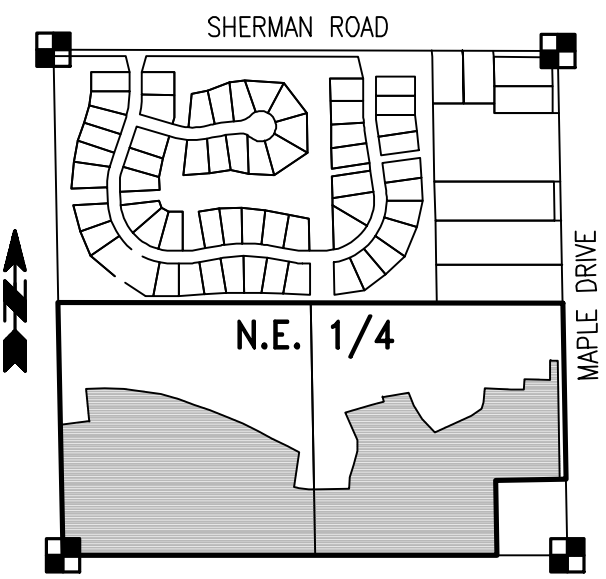
SCALE: 1"=150'
0 75 150 300



4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

OWNER:
MAPLE FIELDS, LLC
N27W24025 PAUL COURT, STE. 100
PEWAUKEE, WI 53072
PHONE: (262) 542-9200
FAX: (262) 349-9324

BUILDING SETBACK SUMMARY	
DEVELOPMENT: R-3 (LOTS 42-67)	
MIN. FRONT SETBACK:	30 FT.
MIN. REAR SETBACK:	25 FT.
MIN. SIDE SETBACK:	12 FT.
R-5 (LOTS 36-41 AND 68-72)	
MIN. FRONT SETBACK:	25 FT.
MIN. REAR SETBACK:	25 FT.
MIN. SIDE SETBACK:	8 FT.

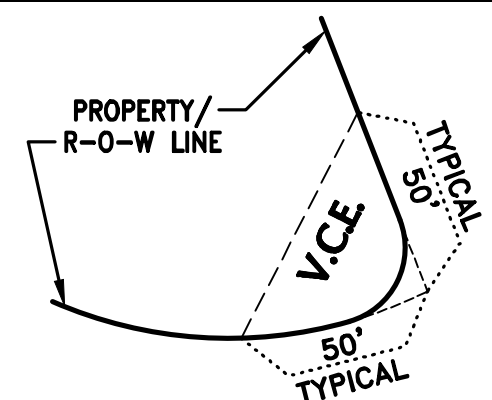


LOCALITY MAP:
N.E. 1/4, SEC. 29,
T. 10 N., R. 20 E.
SCALE: 1"=1000'

GENERAL NOTES:

- Indicates Set 1.270" outside diameter x 18" long Reinforcing Bar weighing 4.303 lbs. per lineal foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot.
- Indicates Found 0.75" Reinforcing Bar unless otherwise noted.
- All linear measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to nearest second and computed to the nearest half-second.
- All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the East line of the N.E. 1/4 of Section 29, Town 10 North, Range 20 East, bears North 01°03'31" West.
- The Easements for Storm Sewer and Drainage are herein granted to the Village of Jackson.
- The Owners of the residential Lots 36 through 72 within the "Maple Fields Addition No. 1" Subdivision and any previous and future additions to this subdivision, shall each own an equal undivided fractional interest in Outlot 3 of "Maple Fields Addition No. 1" and Outlot 1 of the "Maple Fields" Subdivision. The use and maintenance of Outlots 1 and 3 are governed by a land management plan approved by the Village of Jackson as contained within the Developer's Agreement. Washington County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
- Outlot 4 to be retained by the Owner for future development.
- Wetland was delineated by STANTEC in May 2018 and field located by Trio Engineering, LLC in May 2018.
- Stormwater Management Facilities are located on Outlot 3 of "Maple Fields Addition No. 1" and Outlot 1 of the "Maple Fields Subdivision". The Owners of the residential Lots within this Subdivision and any previous and future additions to this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Management Facilities within the "Maple Fields" and "Maple Fields Addition No. 1" Subdivisions. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision and any previous and future additions to this Subdivision consistent with the Stormwater Management Plan contained in the Developer's Agreement recorded for this subdivision in the Washington County Register of Deeds office.
- Stormwater management practices are located in Outlot 3 of "Maple Fields Addition No. 1" and Outlot 1 of the "Maple Fields Subdivision". There are one or more separate documents recorded on the property title through the Washington County register of deeds entitled "Stormwater Management Practice Maintenance Agreement" ("Maintenance Agreement") that apply to Outlots. The Maintenance Agreement subjects this Subdivision Plat, and all Lot Owners therein, to covenants, conditions, and restrictions necessary to ensure the long-term maintenance of the storm water management practice. The Agreement also outlines a process by which the Village of Jackson may levy and collect special assessments or charges for any services the community might provide relating to enforcement of the Maintenance Agreement.

VISION CORNER EASEMENT DETAIL (V.C.E.)



V.C.E. APPLIES TO:

Lot 68 and Outlot 3 are herein subject to a Vision Corner Easement as shown on this plat in that no tree, shrub, hedge, or other growth exceeding 30 inches in height above street grade shall hereafter be planted in any Vision Corner Easement. Vision Corner Easements are granted to the Village of Jackson to ensure sight lines are maintained at street intersections. The owner of any lot with such an Easement must comply with Section 46-54 of the Village of Jackson Municipal Code.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

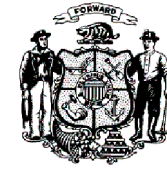


MAPLE FIELDS ADDITION NO. 1

BEING A REDIVISION OF OUTLOT 2 OF "MAPLE FIELDS", BEING A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWN 10 NORTH, RANGE 20 EAST, IN THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN.

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis Stats. as provided by s. 236.12, Wis. Stats.

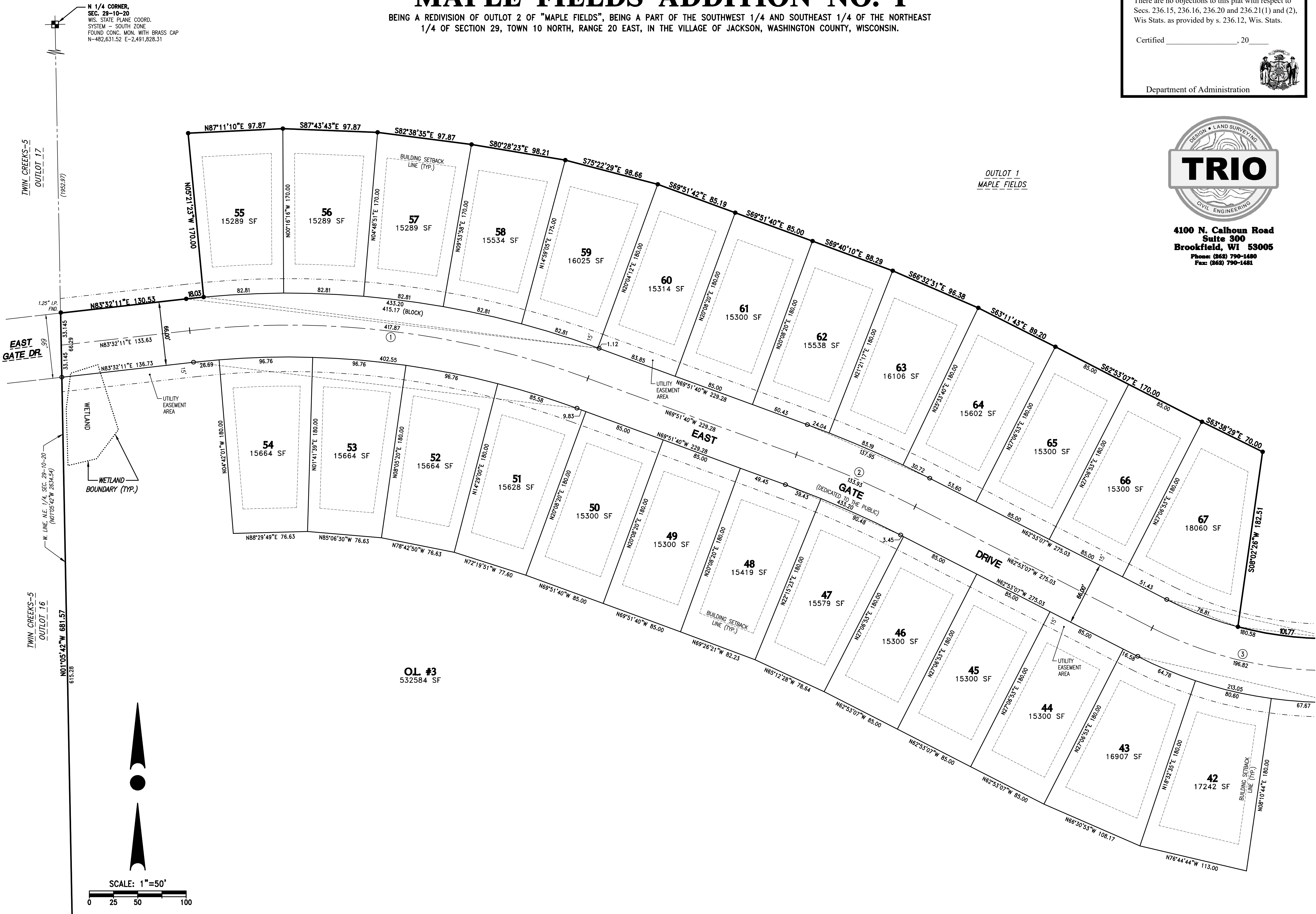
Certified _____, 20__



Department of Administration



4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481



There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis Stats. as provided by s. 236.12, Wis. Stats.

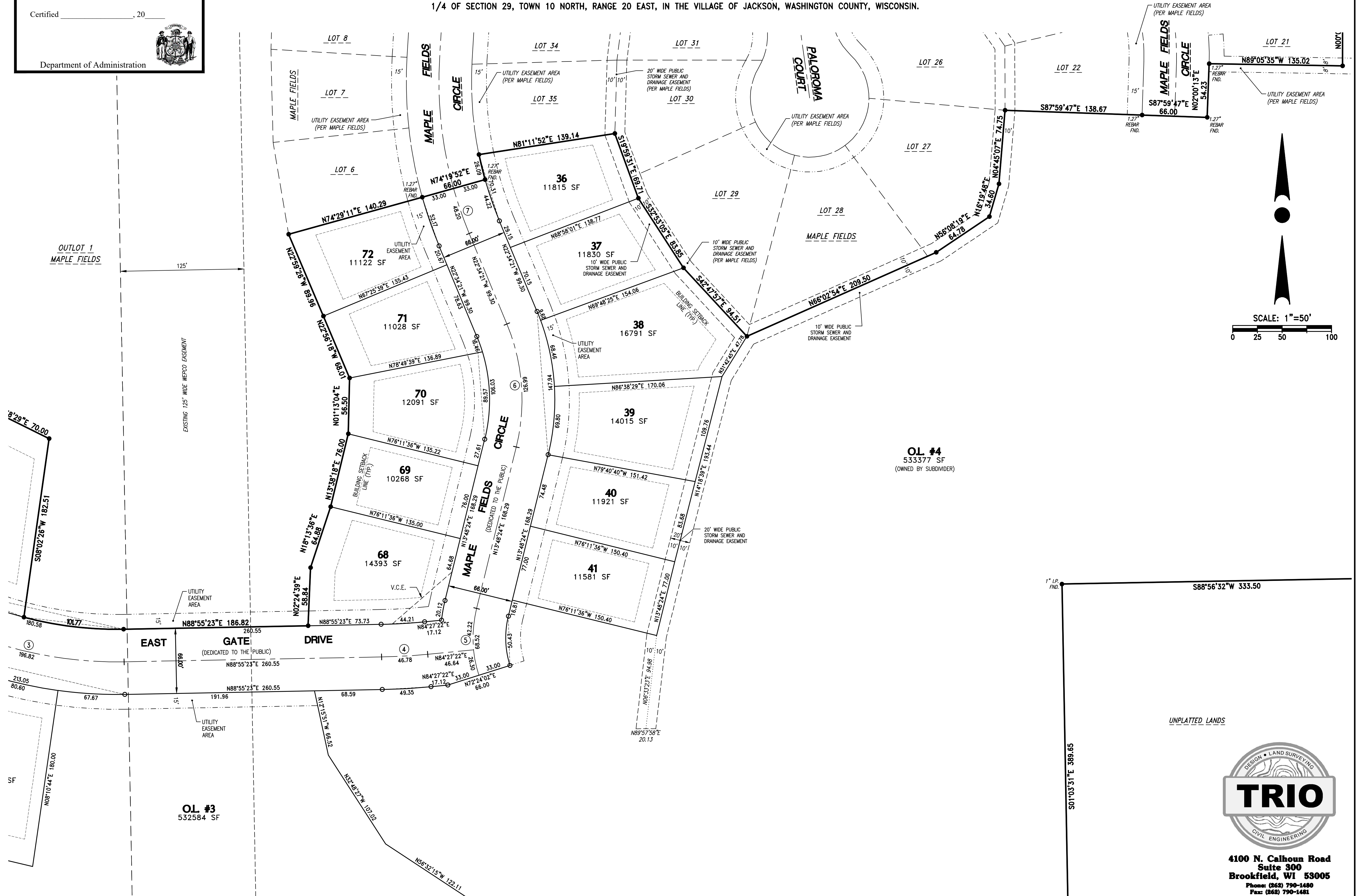
Certified _____, 20____



Department of Administration

MAPLE FIELDS ADDITION NO. 1

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H:\CADD\988\16016-01\SURVEY\PLATS\PHASE 2\166FPL02.DWG

16-016-953-02

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972)

DATED THIS 17TH DAY OF JANUARY, 2024

SHEET 3 OF 5



4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

MAPLE FIELDS ADDITION NO. 1

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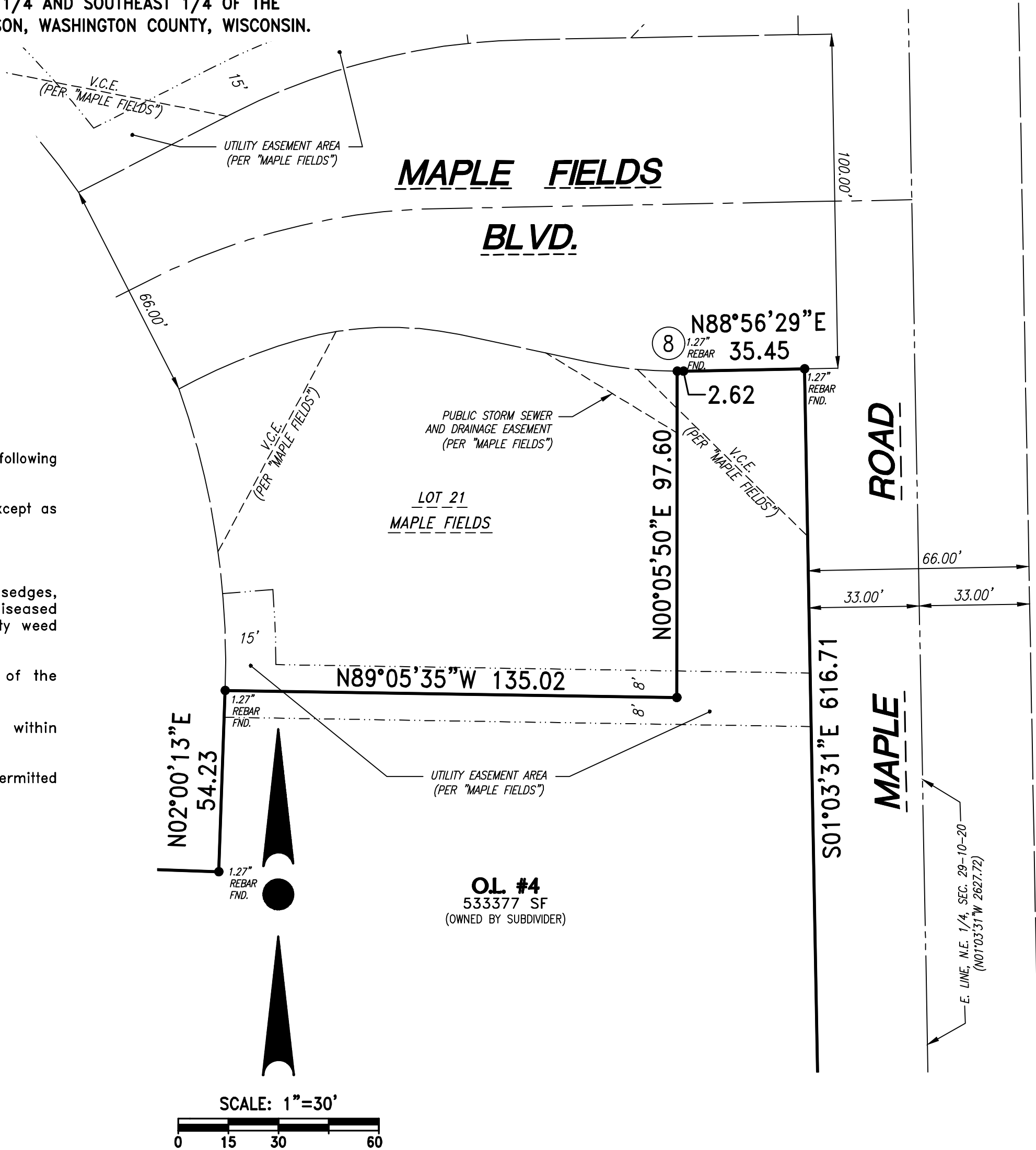
CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	C/L	900.00	26°36'09"	417.87	414.13	S83°09'44.5"E	N83°32'11"E	S69°51'40"E
	NORTH	933.00	26°36'09"	433.20	429.31	S83°09'44.5"E	N83°32'11"E	S69°51'40"E
	BOUNDARY	933.00	1°06'26"	18.03	18.03	N84°05'24"E	N83°32'11"E	N84°38'37"E
	BLOCK	933.00	25°29'43"	415.17	411.75	S82°36'31.5"E	N84°38'37"E	S69°51'40"E
	55	933.00	5°05'07"	82.81	82.78	N87°11'10.5"E	N84°38'37"E	N89°43'44"E
	56	933.00	5°05'07"	82.81	82.78	S87°43'42.5"E	N89°43'44"E	S85°11'09"E
	57	933.00	5°05'07"	82.81	82.78	S82°38'35.5"E	S85°11'09"E	S80°06'02"E
	58	933.00	5°05'07"	82.81	82.78	S77°33'28.5"E	S80°06'02"E	S75°00'55"E
	59	933.00	5°05'07"	82.81	82.78	S72°28'21.5"E	S75°00'55"E	S69°55'48"E
	60	933.00	0°04'08"	1.12	1.12	S69°53'44"E	S69°55'48"E	S69°51'40"E
	SOUTH	867.00	26°36'09"	402.55	398.94	S83°09'44.5"E	N83°32'11"E	S69°51'40"E
	O.L. 3	867.00	1°45'48"	26.69	26.68	N84°25'05"E	N83°32'11"E	N85°17'59"E
	54	867.00	6°23'40"	96.76	96.71	N88°29'49"E	N85°17'59"E	S88°18'21"E
	53	867.00	6°23'41"	96.76	96.71	S85°06'30.5"E	S88°18'21"E	S81°54'40"E
	52	867.00	6°23'40"	96.76	96.71	S78°42'50"E	S81°54'40"E	S75°31'00"E
	51	867.00	5°39'20"	85.58	85.54	S72°41'20"E	S75°31'00"E	S69°51'40"E
2	C/L	1100.00	6°58'33"	133.93	133.85	S66°22'23.5"E	S69°51'40"E	S62°53'07"E
	NORTH	1133.00	6°58'33"	137.95	137.86	S66°22'23.5"E	S69°51'40"E	S62°53'07"E
	62	1133.00	1°12'57"	24.04	24.04	S69°15'11.5"E	S69°51'40"E	S68°38'43"E
	63	1133.00	4°12'23"	83.19	83.16	S66°32'31.5"E	S68°38'43"E	S64°26'20"E
	64	1133.00	1°33'13"	30.72	30.72	S63°39'43.5"E	S64°26'20"E	S62°53'07"E
	SOUTH	1067.00	6°58'33"	129.91	129.83	S66°22'23.5"E	S69°51'40"E	S62°53'07"E
	48	1067.00	2°07'03"	39.43	39.43	S68°48'08.5"E	S69°51'40"E	S67°44'37"E
	47	1067.00	4°51'30"	90.48	90.45	S65°18'52"E	S67°44'37"E	S62°53'07"E
3	C/L	400.00	28°11'30"	196.82	194.84	S76°58'52"E	S62°53'07"E	N88°55'23"E
	NORTH	367.00	28°11'30"	180.58	178.76	S76°58'52"E	S62°53'07"E	N88°55'23"E
	67	367.00	12°18'15"	78.81	78.66	S69°02'14.5"E	S62°53'07"E	S75°11'22"E
	BOUNDARY	367.00	15°53'15"	101.77	101.44	S83°07'59.5"E	S75°11'22"E	N88°55'23"E
	SOUTH	433.00	28°11'30"	213.05	210.91	S76°58'52"E	S62°53'07"E	N88°55'23"E
	43	433.00	8°34'18"	64.78	64.72	S67°10'16"E	S62°53'07"E	S71°27'25"E
	42	433.00	10°39'55"	80.60	80.48	S76°47'22.5"E	S71°27'25"E	S82°07'20"E
	O.L. 3	433.00	8°57'17"	67.67	67.60	S86°35'58.5"E	S82°07'20"E	N88°55'23"E
4	C/L	600.00	4°28'01"	46.78	46.77	N86°41'22.5"E	N88°55'23"E	N84°27'22"E
	68	567.00	4°28'01"	44.21	44.19	N86°41'22.5"E	N88°55'23"E	N84°27'22"E
	O.L. 3	633.00	4°28'01"	49.35	49.34	N86°41'22.5"E	N88°55'23"E	N84°27'22"E
5	C/L	125.00	31°24'22"	68.52	67.66	N01°53'47"W	N17°35'58"W	N13°48'24"E
	C/L-SOUTH	125.00	12°03'20"	26.30	26.25	N11°34'18"W	N17°35'58"W	N05°32'38"W
	C/L-NORTH	125.00	19°21'02"	42.22	42.02	N04°07'53"E	N05°32'38"W	N13°48'24"E
	68	158.00	7°17'42"	20.12	20.10	N10°09'33"E	N06°30'42"E	N13°48'24"E
	O.L. 3	92.00	31°24'22"	50.43	49.80	N01°53'47"W	N17°35'58"W	N13°48'24"E
6	C/L	200.00	36°22'45"	126.99	124.86	N04°22'58.5"W	N13°48'24"E	N22°34'21"W
	WEST	167.00	36°22'45"	106.03	104.26	N04°22'58.5"W	N13°48'24"E	N22°34'21"W
	71	167.00	5°38'51"	16.46	16.45	N19°44'55.5"W	N16°55'30"W	N22°34'21"W
	70	167.00	30°43'54"	89.57	88.50	N01°33'33"W	N13°48'24"E	N16°55'30"W
	EAST	233.00	36°22'45"	147.94	145.47	N04°22'58.5"W	N13°48'24"E	N22°34'21"W
	37	233.00	2°22'46"	9.68	9.68	N21°22'58"W	N20°11'35"W	N22°34'21"W
	38	233.00	16°50'04"	68.46	68.21	N11°46'33"W	N03°21'31"W	N20°11'35"W
	39	233.00	17°09'55"	69.80	69.54	N05°13'26.5"E	N13°48'24"E	N03°21'31"W
7	C/L	400.00	6°54'13"	48.20	48.17	N19°07'14.5"W	N22°34'21"W	N15°40'08"W
	72	433.00	6°54'13"	52.17	52.14	N19°07'14.5"W	N22°34'21"W	N15°40'08"W
	EAST	367.00	10°58'34"	70.31	70.20	N17°05'04"W	N22°34'21"W	N11°35'47"W
	BOUNDARY	367.00	4°04'21"	26.09	26.08	N13°37'57.5"W	N15°40'08"W	N11°35'47"W
	36	367.00	6°54'13"	44.22	44.19	N19°07'14.5"W	N22°34'21"W	N15°40'08"W
8	BOUNDARY	130.00	1°09'21"	2.62	2.62	N89°31'9.5"E	S89°54'10"E	N88°56'29"E

PRESERVATION RESTRICTIONS:

The Wetland Preservation Areas shown on this Plat shall be subject to the following restrictions:

- Grading, filling, and excavation shall be prohibited in said Preservation Area. Except as may be required for Nature Walking Trails.
- Construction of buildings within said Preservation Area shall be prohibited.
- Removal or destruction of any vegetative cover, i.e., trees, shrubs, wildflowers, sedges, grasses, and the like, shall be prohibited with the exception of dead or diseased vegetation removal and noxious weeds as defined in the local municipality weed control ordinance, except as may be required for Nature Walking Trails
- Introduction of plant material not indigenous to the existing environment of the Preservation Area shall be prohibited in the Preservation Area.
- Grazing by domesticated animals (e.g., horses and cows) shall be prohibited within said Preservation Area.
- Creation and use of nature walking trails within the Preservation Area shall be permitted so long as such use is in conformance with existing topography.

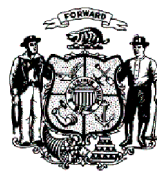


4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



MAPLE FIELDS ADDITION NO. 1

BEING A REDIVISION OF OUTLOT 2 OF "MAPLE FIELDS", BEING A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWN 10 NORTH, RANGE 20 EAST, IN THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Grady L. Gosser, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a redivision of Outlot 2 of "MAPLE FIELDS", Recorded in the Office of the Register of Deeds for Washington County on January 4th, 2023 as Document No. 1573699, being located in a part of the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 29, Town 10 North, Range 20 East, in the Village of Jackson, Washington County, Wisconsin.

Said Parcel contains 1,757,547 Square Feet (or 40.3477 Acres) of land, more or less.

That I have made such survey, land division, and map by the direction of MAPLE FIELDS, LLC, owner of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the Village of Jackson, Washington County, Wisconsin in surveying, dividing and mapping the same.

Dated this ____ Day of _____, 20 ____.

Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

UTILITY EASEMENT PROVISIONS:

An easement for electric, natural gas, and communications service is hereby granted by

MAPLE FIELDS, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, and WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation, and SPECTRUM MID-AMERICA, LLC, and MIDWEST FIBER NETWORKS, LLC, Grantee, AND

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

MAPLE FIELDS, LLC, a Wisconsin Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Limited Liability Company has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection.

APPROVING AGENCIES:

1. Village of Jackson

AGENCIES WHO MAY OBJECT:

1. State of Wisconsin, Department of Administration
2. Washington County, Planning and Parks Department

Witness the hand and seal of said Owner this ____ day of _____, 20 ____.

MAPLE FIELDS, LLC

Bryan Lindgren, President of
Neumann Developments, its Sole Member

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, 20____, the above named Bryan Lindgren, President of Neumann Developments, its Sole Member of the above named Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.

Print Name: _____
Public, Waukesha County, WI
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE:

MIDLAND STATES BANK, a corporation duly organized and existing by virtue of the laws of the State of Illinois, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedicating of the land described on this Plat, and does hereby consent to the above certificate of MAPLE FIELDS, LLC, owner, this ____ day of _____, 20 ____.

MIDLAND STATES BANK

Dave Sobojinski, Senior Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 20____, the above named Dave Sobojinski, Senior Vice President of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Commercial Lender of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Print Name: _____
Public, _____, IL
My Commission Expires: _____

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

I, Scott M. Henke, being the duly elected, qualified and acting Treasurer of the County of Washington, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of the ____ Day of _____, 20 ____ affecting the lands included in the plat of "MAPLE FIELDS ADDITION NO. 1".

Dated this ____ Day of _____, 20 ____.

Scott M. Henke, County Treasurer

CERTIFICATE OF VILLAGE TREASURER:

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

I, Darlene Smith, being the duly elected, qualified and acting Treasurer of the Village of Jackson, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of the ____ Day of _____, 20 ____ affecting the lands included in the plat of "MAPLE FIELDS ADDITION NO. 1".

Dated this ____ Day of _____, 20 ____.

Darlene Smith, Village Treasurer

VILLAGE BOARD APPROVAL:

Resolved, that the plat of "MAPLE FIELDS ADDITION NO. 1", in the Village of Jackson, having been recommended by the Plan Commission, and being the same, is hereby approved and the dedication herein accepted by the Village Board of Trustees of the Village of Jackson, on this ____ Day of _____, 20 ____.

Dated this ____ Day of _____, 20 ____.

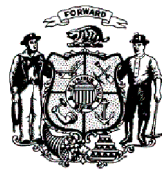
Brian Heckendorf, Village President

Jen Keller, Village Administrator

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20 ____

Department of Administration



4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

**MAPLE FIELDS – PHASE 12
DEVELOPMENT AGREEMENT**

This Development Agreement (“Agreement”) is entered into as of the latest date set forth below by and between Neumann Developments, Inc. (“Developer”), and its successors and assigns, and the Village of Jackson, Washington County, Wisconsin (“Village”).

Recitals

- A. Developer owns or intends to own the property shown on the Preliminary Plat attached hereto as Exhibit A (the “Property”). The Property is located within the Village.
- B. The public improvements within the project shall be completed in three phases in accordance with the plan attached hereto (see Exhibit A).
- C. Developer intends to develop the Property as a Hundred (100) lot residential subdivision with Two (2) Outlots. Phase 12 contains Thirty-~~five~~~~seven~~ (3537) single family residential lots. The Property will be developed with municipal sewer and water provided by the Village (the “Development”).
- D. The Village seeks to protect the health, safety, and general welfare of the community in approving the Development by requiring Developer to comply with the terms and conditions set forth in this Agreement.

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

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

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

- c. Village Approval and Starting Dates. No land disturbance or work may begin without the Village's approval of the starting date and schedule, which shall be submitted by Developer to the Village a minimum of seven calendar days before work or land disturbance is scheduled to begin. A starting date will not be approved until final plans and specifications for the land disturbance and work have been approved by the Village.
- d. Responsibility for Costs. Developer agrees that the Village shall not be responsible for any costs or charges related to the Development except any specifically enumerated and agreed to in writing by the Village and the Developer.
- e. Acceptance of Work.
 - (1) The Village may have an inspector on site during the construction of the improvements. If acceptable, the Village will certify the improvements as being in compliance with the standards and specifications of the Village. Before obtaining final acceptance of any improvement, the Developer shall present to the Village valid lien waivers from all persons providing materials or performing work on the improvements.
 - (2) No improvements will be accepted by the Village until they have been inspected and approved by the Village and, further, not until all outstanding Village incurred costs, including engineering, inspection, and legal charges indicated herein, have been paid in full and affidavits and lien waivers are received by the Village indicating that Developer's contractors and their suppliers have been paid in full for all work and materials furnished under this Agreement.
- f. Letter of Credit. Developer agrees to provide the Village, on or before the effective date of this Agreement, with security in the form of an irrevocable letter of credit or cash deposit, as deemed acceptable by the Village and its legal counsel, in the minimum amount of ~~\$1,837,672~~ TBD to secure completion of the improvements within the Development. In addition, such security shall remain in full force and effect until the expiration of 14 months from substantial completion as defined by WI Statute 236. The security on any letter of credit shall be payable to the Village at any time upon presentation of (i) a sight draft drawn on the issuing bank in the amount to which the Village is entitled to draw pursuant to the terms of this Agreement, (ii) an affidavit executed by the Village

President stating that Developer is in default under this Agreement; and (iii) the original of the letter of credit.

- g. Guaranty. Developer agrees to guarantee and warrant all work on the road improvements or other public infrastructure performed under this Agreement against defects in workmanship or material for a period of twelve months from the date of acceptance by the Village. If any defect should appear during the guaranty period, Developer agrees to make required replacement or acceptable repairs of the defective work at Developer's expense. This expense includes total and complete restoration of any disturbed surface or components of the improvements to the standards provided in the plans and specifications. All guarantees or warranties for materials or workmanship from contractors or subcontractors to Developer which extend the twelve-month guaranty period shall be assigned by Developer to the Village.
- h. Street Signs, Street Lamps, Trash Containers, Detention Pond and other Facilities. Developer shall cause electrical power and telephone facilities to be installed at the Development in such a manner as to make adequate service available to each lot within the Development. No electrical or telephone service may be located on overhead poles unless specifically authorized by the Village due to exceptional topography or other physical barrier. Plans indicating the proposed location of all electrical power and telephone distribution and transmission lines required to service the Development shall be approved by the Village. The Developer shall reimburse the Village for installation of all signs at the intersection of all streets proposed to be dedicated a street sign of a design as approved by the Village.
- (1) Streetlamps. The Developer agrees to pay for the cost of the installation of streetlamps and restoration required by the installation of underground wiring per the Village developed plan. The Village of Jackson will select the type and location of the streetlamps used for the Subdivision. The Village of Jackson will hire a contractor for the installation. The Street Lamps will be owned and maintained by the Village of Jackson.
- (2) Trash Containers. A standard Village trash container and recycling bin will be provided by the Village at the time of the Certificate of Occupancy is issued for each residential unit contracted for trash and recycling pickup.
- (3) Detention Pond. The detention pond easement area of Outlot 1 on Maple Fields Final Plat, as approved by the Village for this development, and the responsibility for the maintenance of the entrance median within the development shall be transferred to a homeowner's association

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

- i. Temporary Signs. Developer may apply for and place its temporary promotional signs on the Developer's property, if approved by the Village, until the models are sold.
- j. Maintenance of Improvements. Developer shall provide for the maintenance and repair of all improvements described in Exhibit B until such time that the improvements, as applicable, are dedicated to the Village (and then, subject to the warranties contained herein).
- k. Time for Completion. Completion of the improvements described in Exhibit B shall occur in accordance with the project schedule attached as Exhibit C. Time is of the essence regarding all dates set forth in the project schedule.
 - (1) In addition to the time limits outlined in Exhibits B and C, Developer shall complete the binder course of asphalt prior to issuance of building permits within the site.
 - (2) The second course of asphalt shall be installed no later than 12 months following the installation of the first course of asphalt, or as directed by the Village Engineer.
- l. Indemnification and Insurance. Developer will indemnify, defend, and hold the Village harmless from and against all claims, costs, and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of, the performance of work described in this Agreement except to the extent caused by the willful or negligent acts or omissions of the Village or its officers, employees, agents, or contractors. Developer is not an agent or employee of the Village. Developer shall require its contractors engaged in the construction of the Development to maintain a current Certificate of Insurance on file with the Village in amounts approved by the Village and naming the Village as additional insured. Developer shall also require that its contractors and their subcontractors indemnify, defend, and hold the Village harmless in the manner set forth in this Agreement.

Developer shall indemnify, defend, and hold the Village and its officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and

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

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

- 3. **Street Repair**. Developer is liable to the Village for any damage to any Village Street caused by construction of the Development. Developer hereby consents pursuant to Wis. Stat. § 66.0703(7)(b) to the Village levying special assessments or special charges if the Village is required to repair or replace all or any portion of a Village Street.

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

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

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

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

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

Dated this _____ day of _____, 202224.

VILLAGE OF JACKSON

By: _____
~~Mike Schwab~~ Brian J. Heckendorf,

Village President

Attest: _____

Dated this _____ day of _____, 202224.

{MAPLE FIELDS – PHASE 42 DEVELOPMENT AGREEMENT}
{Page 8 of 9}

NEUMANN DEVELOPMENTS, INC.

By: _____
~~Authorized Representative~~ Bryan

| Lindgren, President

STAFF REVIEW COMMENTS

Plan Commission November Meeting – December 2, 2021

Police Department

- No Comments.

Fire Department

- No Comments.

Administrative/Planning

- The Preliminary plat includes plans for Phase 1 and Phase 2 of the Maple Fields Subdivision. The Developer intends to bring forward a Final Plat in two (2) phases, and as such, Developers Agreements will be presented in two (2) phases. Should the Plan Commission want to comment on the template Developers Agreement or discuss the semi-completed covenants, those are on the agenda to discuss.
- Staff recommend to the Village Board the approval of the preliminary plat for Maple Fields Subdivision subject to the following terms and conditions:

General Conditions (1-4)

1. **Staff and Governmental Approval.** Prior to the Village signing the final plat/CSM, the commencement of any construction of any improvement, whether public or private, or any site development, the developer shall satisfy all comments, conditions and concerns of the Village engineer, the Village planner and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Administration per ch. 236, Wisconsin Statutes and ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per ch. 236, Wisconsin Statutes; and Washington County.
2. **Professional Fees.** Petitioner shall, on demand, reimburse the Village for all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. **Payment of Charges.** Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of the conditional approval.
4. **Surveyor's responsibility.** Although the Village of Jackson has reviewed the subdivision plat/certified survey map, the surveyor is entirely responsible for the thoroughness and accuracy of the survey and related matters and compliance with all state and local codes, ordinances, and procedures. Modifications to the survey may be required should errors or changed conditions be found at a future date.

STAFF REVIEW COMMENTS

Plan Commission November Meeting – December 2, 2021

Specific Conditions (1-12)

1. The subdivider must obtain the approval of the Village engineer.
2. The subdivider must submit plans and specifications to the Village Plan Commission for the berm and landscaping along Maple Road and obtain approval of the same within the Developer's Agreement.
3. The Date and name of delineator should be added to the plat with corresponding notes.
4. The "Vision Corner Easement" notes shall follow Section 46-54 Clear vision triangle in the Village Code. The sentence starting with "Trees in the vision corner..." shall be removed from the Preliminary Plat.
5. The Village will confirm the proposed street names are acceptable with Final Plat review and approval.
6. The subdivider must obtain all necessary approvals as specified in s. 236.34(1), Wis. Stats.
7. The subdivider must prepare and submit deed restrictions to the Village and obtain approval of the same within the Developer's Agreement.
8. Prior to any (1) land-altering activity of (2) the execution of the final plat, the subdivider must enter into a Development Agreement with the Village, upon such terms as determined by the Village Board, and obtain approval of the same. In addition to general provisions in a developer agreement, the agreement must address the following special circumstances:
 - a. Phasing of the development.
 - b. A description of those improvements that are needed to the Village's water and sewer infrastructure, if any, that may be needed to provide service to the subdivision and any cost recovery mechanisms needed to fund such required work.
 - c. At the time of approval of the preliminary plat, the subject property consists of two adjoining parcels. A provision must be added to ensure both parcels remain under the control of the subdivider.
 - d. Prior to any land-altering activity, the subdivider shall submit all required plans (e.g., construction plans, stormwater management, and erosion control) to the Village Engineer and obtain approval of the same.
 - e. Prior to any land-altering activity, the subdivider shall submit a stormwater management agreement to the Village and obtain approval of the same. Any necessary access easements shall be described with a legal description.
 - f. The subdivider must submit a land management plan for Outlots 1 and 2 to the Plan Commission and obtain approval of the same. Such plan must describe vegetation management objectives and permissible uses of such lands within the Developer's Agreement.
 - g. Any maintenance of cul-de-sac or boulevard areas shall be included as a developer's responsibility in the Developer's Agreement.
 - h. Any other conditions determined by the Village Planner, Engineer, or Attorney.
9. Notwithstanding any approval of the Final Plat, the parties agree that any roads designated for dedication on the plat are not accepted by the Village until specifically accepted in the manner set forth in the Development Agreement.

STAFF REVIEW COMMENTS

Plan Commission November Meeting – December 2, 2021

10. A Notice of Intent permit is required by NR 216.42, Wis. Stats. for construction sites of one acre or more of land disturbance. The subdivider must provide a copy of the same to the Village Engineer as soon as that has been issued.
11. The final plat will not be recorded if any portion or part of the subject property has any unpaid taxes or outstanding special assessments per s. 236.21(3), Wis. Stats.
12. The final plat must show all required features listed in the Village's land division regulations and comply with all required standards and procedures. In particular the final plat needs to address the following items:
 - a. Any maintenance of cul-de-sac or boulevard areas
 - b. The area of land being dedicated to the public for street purposes must be stated on the face of the plat per s. 236.20(2)(i), Wis. Stats.
 - c. Include the following note(s) on the face of the final plat substantially as follows:
 - i. The titleholders of Lots 1 through 100 own a 1/100th undivided and nontransferable interest in Outlots 1 and 2. The use and maintenance of the outlots is governed by a land management plan approved by the Village of Jackson as contained within the Developer's Agreement.
 - ii. The titleholders of Lots 1 through 100 are responsible for the maintenance of the stormwater facilities in the subdivision consistent with the stormwater management plan contained in the Developer's Agreement recorded for this subdivision in the Washington County register of deeds office.
 - iii. Stormwater management practices are located in one or more of the outlots in the subdivision. There are one or more separate documents recorded on the property title through the Washington County register of deeds entitled "stormwater management practice maintenance agreement" ("maintenance agreement") that apply to outlots. The maintenance agreement subjects this subdivision plat, and all lot owners therein, to covenants, conditions, and restrictions necessary to ensure the long-term maintenance of the storm water management practice. The agreement also outlines a process by which the Village of Jackson may levy and collect special assessments or charges for any services the community might provide relating to enforcement of the maintenance agreement.
 - iv. Vision corner easements are granted to the Village of Jackson to ensure sight lines are maintained at street intersections. The owner of any lot with such an easement must comply with Section 46-54 of the municipal code.
 - d. Show any existing easements and include the document number of the instrument of origin.
 - e. If the property is currently mortgaged, a consent of mortgage certificate with a notary is required because land is being dedicated to the public for street purposes.



Taking the lead in Washington County.

STAFF MEMO

Village of Jackson
Plan Commission

Meeting Date: February 15, 2024
Agenda Item: # 4
To: Plan Commission
From: Collin Johnson, Director of Inspections/Zoning
Subject: Final Plat - Morning Meadows Subdivision, Addition No. 2 - Home Path Financial, LP

Background and Analysis:

The Preliminary Plat and Development Agreement for Phase III were reviewed by the Village Plan Commission on June 16, 2023. The Plan Commission recommended approval of the Preliminary Plat to the Village Board for consideration at the July 11, 2023, meeting. The Village Board approved the Preliminary Plat without imposing additional conditions.

The Developer has substantially completed construction on the sewer, water stormwater, and general road infrastructure, as well as grading of all the lots. They are now seeking approval of the Final Plat in order to begin construction on the proposed homes.

Staff has reviewed the proposed Final Plat and found it to be consistent with the Preliminary Plat approved previously.

Comprehensive Plan & Zoning Impacts:

The Final Plat is consistent with the prescribed uses outlined in the Village Comprehensive Plan and Planned Unit Development zoning designation.

Site Plan:

See Final Plat.

Review Procedures:

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

Signage:

Not applicable.

Additional Staff Comments:

None.

Notice Requirements:



Taking the lead in Washington County.

Posting on the agenda.

Potential Action:

Motion to recommend the Village Board approve the Final Plat for Morning Meadows Subdivision, Addition No. 2, residential subdivision.

Attachments:

1. Plan Commission Application
2. Final Plat - Morning Meadows, Addition No. 2

Village of Jackson
PLAN COMMISSION APPLICATION

Application/Permit #: _____

PROPERTY INFORMATION

☐ **COMMERCIAL** ☐ **INDUSTRIAL** ☒ **RESIDENTIAL** ☒ **OTHER** Final Plat

☐ **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: Dan Mazurkiewicz

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

Office: (262) 781-1000 Cell: (262) 317-3328 Fax: (____) _____

Email: dan.mazurkiewicz@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

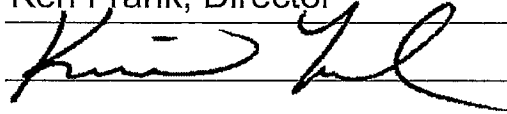
Describe the proposed provisions for refuse and recycling collection/storage and required screening/buffering: _____
Street side pickup

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: 01/24/24

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

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

QUESTIONS?

Zoning Director: For questions concerning **application submittal, zoning, or technical questions.**
Phone: (262) 677-9696
Email: collin.johnson@villageofjacksonwi.gov
Village Clerk: For all **general questions** concerning notices, meeting dates and times, etc.
Phone: (262) 677-9001 Ext. 213
Email: jilline.dobratz@villageofjacksonwi.gov

TERMS OF THIS PERMIT

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

VILLAGE APPROVAL:

☐ TEMPORARY Expiration Date: _____, 20____

Plan Commission Approval: Meeting Date: _____, 20____

Village Board Approval: Meeting Date: _____, 20____

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

Approved by: Village Administrator

Conditions and Duration of Approval:

Depending on the request, approvals shall generally be continual or temporary in nature. ALL approvals are subject to the Conditions of Approval outlined below. All conditional or special uses/approvals shall, upon complaint, be subject to review, amendment, or revocation by the Village. Where temporary approvals are issued, such approvals shall be subject to the time limitations specified.

Conditions of Approval: _____

APPLICATION DENIED: Date: _____, 20____

Staff Initials: _____

Reason for Denial: _____

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

Date Received: 1-25-24

Amount: \$ 125.00

Payment Type: CH / CC / CASH

Check/Rcpt. #: 1888

Received By: [Signature]

MORNING MEADOWS SUBDIVISION
ADDITION NO. 2

Part of the Northwest 1/4 and 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.

NOTES:
WASHINGTON COUNTY SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THEY BECOME THE OWNER OF ANY LOT OR OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY.

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 19-10-20, WHICH IS ASSUMED TO BEAR NORTH 01°12'50" WEST, WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD27).

VILLAGE VISION CORNERS:
NO OBSTRUCTIONS, SUCH AS STRUCTURES, PARKING, OR VEGETATION, SHALL BE PERMITTED IN ANY DISTRICT BETWEEN THE HEIGHTS OF 2 1/2 FEET AND TEN FEET ABOVE THE PLANE THROUGH THE MEAN CURB GRADES WITHIN THE TRIANGULAR SPACE FORMED BY ANY TWO EXISTING OR PROPOSED INTERSECTING STREET OR ALLEY RIGHT-OF-WAY LINES AND A LINE JOINING POINTS ON SUCH LINES LOCATED A MINIMUM OF 15 FEET FROM THEIR INTERSECTION.

COUNTY VISION CORNER:
NO STRUCTURE OR IMPROVEMENT OF ANY KIND IS PERMITTED WITHIN THE VISION CORNER. NO VEGETATION WITH THE VISION CORNER MAY EXCEED 30 INCHES IN HEIGHT.

THE ORDINARY HIGH WATER MARK IS APPROXIMATE, FOR REFERENCE ONLY.

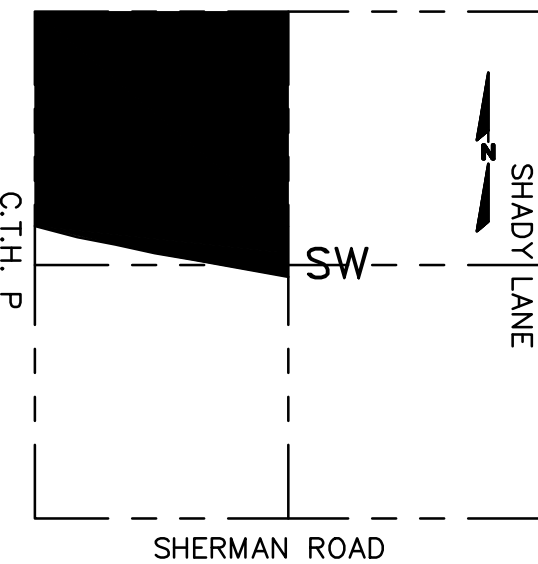
ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

SUBDIVISION STATISTICS

- 1. SUBDIVISION CONTAINS 44 LOTS AND 3 OUTLOTS
- 2. DEVELOPMENT CONTAINS 34.5 ACRES MORE OR LESS
- 3. LAND IS ZONED - PLANNED DEVELOPMENT (PUD Res)
- 20' FRONT YARD SETBACK
- 7' SIDE YARD SETBACK
- 15' REAR YARD SETBACK
- 0' SIDE YARD THROUGH BUILDING

LOCATION MAP

SOUTHWEST 1/4
OF SECTION 19, T10N, R20E



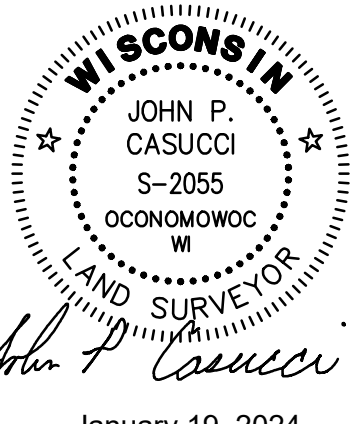
Wetland Line Table		
Line #	Direction	Length
L1	S01°17'25"E	18.48
L2	S34°38'04"E	19.00
L3	S67°31'56"E	54.65
L4	S85°30'24"E	73.99
L5	S82°26'13"E	105.67
L6	S83°13'24"E	151.21
L7	N79°37'44"E	32.24
L8	N84°29'01"E	77.31
L9	S60°46'32"E	114.44
L10	S84°20'45"E	67.21
L11	S83°26'48"E	84.69
L12	S85°12'32"E	115.07
L13	S87°42'21"E	141.46
L14	N89°00'52"E	121.50
L15	S83°30'15"E	82.63
L16	N08°53'48"E	38.59
L17	N01°11'51"W	43.70
L18	N01°11'51"W	144.86
L19	N25°23'18"W	102.88
L20	N49°42'07"W	94.55
L21	N41°20'12"W	82.80
L22	N40°13'31"W	179.81
L23	S35°31'23"W	8.90
L24	S74°30'58"W	5.92
L25	N61°48'12"W	19.89
L26	N37°21'42"W	21.64
L27	N49°22'26"W	12.84
L28	N58°59'18"W	20.13
L29	N58°53'31"W	19.07
L30	N00°15'56"W	9.90
L31	N55°35'33"E	10.43

Wetland Line Table		
Line #	Direction	Length
L32	N70°55'27"E	10.78
L33	N53°16'32"E	7.95
L34	N38°44'17"W	28.85
L35	N52°15'44"W	64.98
L36	N77°03'13"W	77.18
L37	S84°03'50"W	101.56
L38	N55°25'27"W	38.15
L39	N29°18'04"W	18.15
L40	N01°27'30"E	29.36
L41	N44°26'25"E	28.51
L42	N76°42'43"E	61.83
L43	N45°05'36"E	39.06
L44	N31°18'17"W	77.91
L45	N78°09'25"W	72.19
L46	N73°18'03"W	41.21
L47	N40°58'34"W	41.82
L48	N17°14'28"W	74.33
L49	N05°31'08"W	44.17
L50	N09°33'11"E	35.59
L51	N62°00'37"E	67.99
L52	N79°30'47"E	34.11
L53	N06°05'55"W	46.63
L54	N77°26'25"W	46.07
L55	N88°02'56"W	105.08
L56	N86°44'11"W	57.63
L57	S80°26'12"W	42.05
L58	N79°21'20"W	73.90
L59	N89°49'47"W	66.00
L60	N88°00'53"W	95.94
L61	N01°55'55"W	18.44
L62	N89°11'48"W	117.85

----- Indicates Utility Easement line
----- Indicates Building setback line

○ Indicates set 1 1/4" Iron rod at least 18" in length, wt = 4.303 lbs/lin. ft.
1.315"o.d.x18" Iron pipes set at all other Lot & Outlot corners, wt= 1.68 lbs/lin. ft.

Ⓢ Indicates dedicated for public street purposes



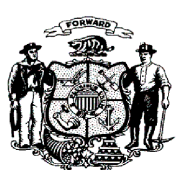
January 19, 2024

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

raSmith
CREATIVITY BEYOND ENGINEERING



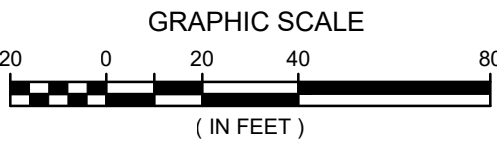
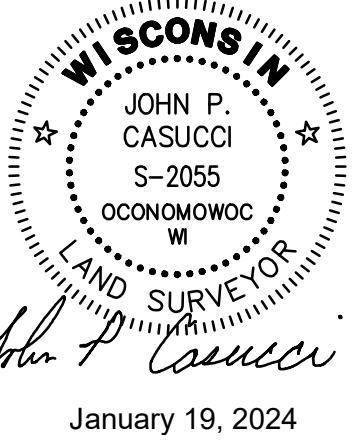
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

SHEET 1 OF 4 SHEETS

MORNING MEADOWS SUBDIVISION
ADDITION NO. 2

Part of the Northwest 1/4 and 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.

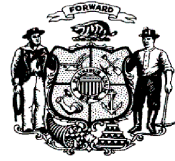
- Indicates Utility Easement line
----- Indicates Building setback line
- Indicates set 1 1/4" Iron rod at least 18" in length, wt = 4.303 lbs/lin. ft.
1.315"o.d.x18" Iron pipes set at all other Lot & Outlot corners, wt= 1.68 lbs/lin. ft.
- ① Indicates dedicated for public street purposes



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



raSmith
CREATIVITY BEYOND ENGINEERING

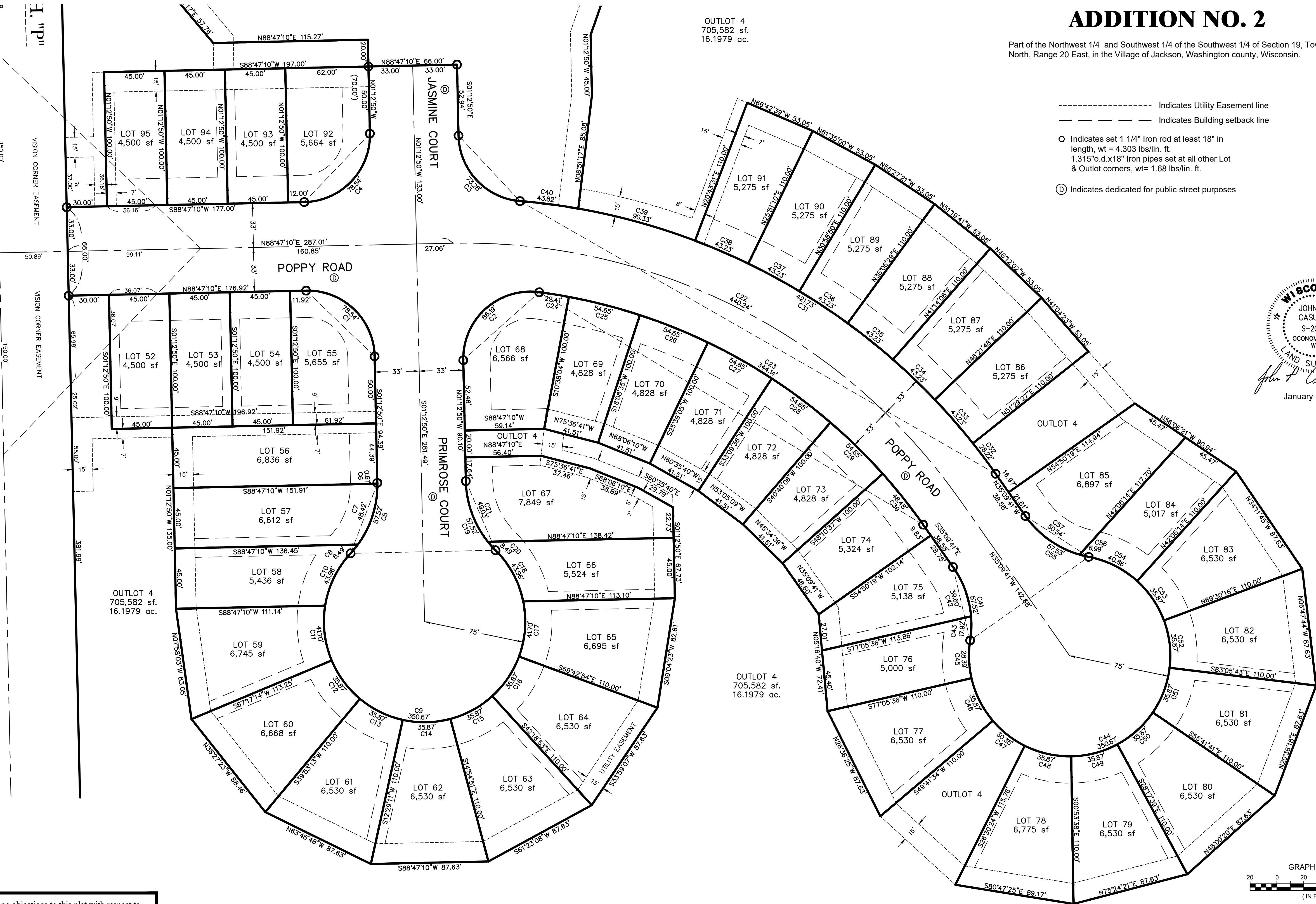
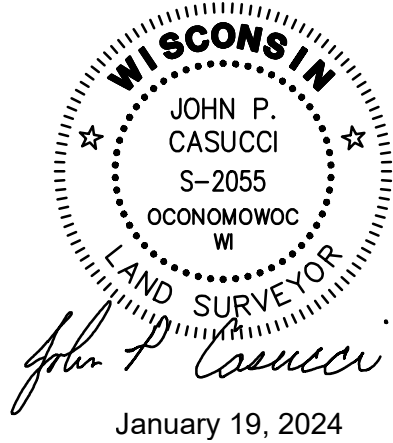
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

SHEET 2 OF 4 SHEETS

MORNING MEADOWS SUBDIVISION
ADDITION NO. 2

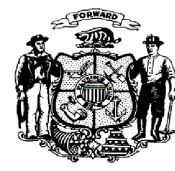
Part of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 19, Town 10 North, Range 20 East, in the Village of Jackson, Washington county, Wisconsin.

- Indicates Utility Easement line
- Indicates Building setback line
- Indicates set 1 1/4" Iron rod at least 18" in length, wt = 4.303 lbs/lin. ft. 1.315"o.d.x18" Iron pipes set at all other Lot & Outlot corners, wt= 1.68 lbs/lin. ft.
- ⊙ Indicates dedicated for public street purposes

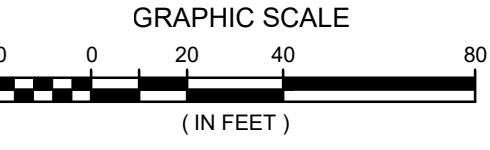


There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__



Department of Administration



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

SURVEYOR'S CERTIFICATE

State of Wisconsin }
 :SS
Waukesha county }

I, John P. Casucci, Professional Land Surveyor, certify:

That I have surveyed, divided and mapped

Part of the Northwest 1/4 and 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 Northwest corner of the Southwest 1/4 of Said Section; thence South 89° 11' 48" East along the North line of said Southwest 1/4 Section 50.03 feet to the point of beginning of lands to be described; thence continuing South 89° 11' 48" East along said North line 1214.89 feet to a point; thence South 01° 11' 51" East 1156.54 feet to a point in a meander line; thence North 89° 49' 18" West along said meander line 517.53 feet to a point; thence North 85° 19' 38" West along said meander line 385.18 feet to a point; thence North 86° 41' 20" West along said meander line 142.07 feet to a point; thence North 73° 25' 31" West along said meander line 178.76 feet to a point in the East line of County trunk Highway P; thence North 01° 17' 25" West along said East line 1081.40 feet to the point of beginning.

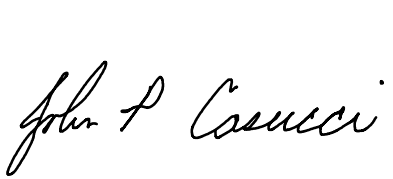
Including those lands lying between the meander line and the center of the ditch.

Said land contains 1,502,660 square feet or 34.50 acres more or less.

That I have made such survey, land division and plat by the direction of HOME PATH FINANCIAL LIMITED PARTNERSHIP,
That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of chapter 236 of the Wisconsin statutes and the subdivision regulations of the Village of Jackson in surveying, dividing and mapping the same.

Date: January 19, 2024


JOHN P. CASUCCI
S-2055
OCONOMOWOC
WI
LAND SURVEYOR

John P. Casucci
Professional Land Surveyor
Registration No. S-2055
john.casucci@rasmith.com

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by HOME PATH FINANCIAL LIMITED PARTNERSHIP, Grantor, to WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as WE Energies, Grantee, WISCONSIN BELL, INC. d/b/a/ AT&T WISCONSIN, A WISCONSIN CORPORATION, Grantee, and SPECTRUM MID-AMERICA, LLC . , Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

VILLAGE BOARD APPROVAL

State of Wisconsin }
 :SS
Washington County }

Resolved that the Plat of Morning Meadows Subdivision Addition No. 2 , in the Village of Jackson, having been recommended by the Plan Commission, and being the same, is hereby approved and the dedication herein accepted by the Village Board of

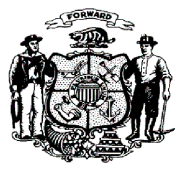
Trustees of the Village of Jackson, on this _____ Day of _____, 20_____

Mike Schwab,Village President

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20_____

Department of Administration



CORPORATE OWNER'S CERTIFICATE

HOME PATH FINANCIAL LIMITED PARTNERSHIP, a limited partnership duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said company has caused the land described on this Plat to be surveyed, divided, dedicated and mapped as represented on this Plat.

HOME PATH FINANCIAL LIMITED PARTNERSHIP does further certify that this map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:
Village of Jackson
Washington County
Wisconsin Department of Administration

IN Witness Whereof, HOME PATH FINANCIAL LIMITED PARTNERSHIP, has caused these presents to be

signed by JEFFREY M. KLEINER, it's Sole Member, on this ____ day of _____, 20_____.

HOME PATH FINANCIAL LIMITED PARTNERSHIP
a Wisconsin limited partnership

BY: IMS INVESTMENTS, LLC
A WISCONSIN LIMITED LIABILITY COMPANY
GENERAL PARTNERSHIP OF HOME PATH FINANCIAL LIMITED PARTNERSHIP

BY: _____
JEFFREY M. KLEINER, SOLE MEMBER

State of Wisconsin }
 :SS
_____ County }

Personally came before me this _____ day of _____, 20_____, JEFFREY M. KLEINER, of HOME PATH FINANCIAL LIMITED PARTNERSHIP, to me known to be the person who executed the foregoing instrument and acknowledged that they executed the foregoing instrument as such officers as the deed of HOME PATH FINANCIAL LIMITED PARTNERSHIP, by their authority.

Notary Public, State of Wisconsin
My commission expires _____

VILLAGE OF JACKSON PLAN COMMISSION

Preliminary Approval date: _____
Secretary

Final Approval date: _____
Secretary

VILLAGE CLERK CERTIFICATE

State of Wisconsin }
 :SS
Washington County }

I, Jilline Dobratz, being the duly elected qualified and acting clerk of the Village of Jackson, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as:

_____, 20_____, on any of the land included in the Plat of Morning Meadows Subdivision Addition No.2

Date: _____
Jilline Dobratz, Village Clerk

WASHINGTON COUNTY TREASURER'S CERTIFICATE

State of Wisconsin }
 :SS
Washington County }

I, Scott Henke, being the duly elected, qualified and acting treasurer of the County of Washington, do hereby certify that the

records in my office show no unredeemed tax sales or unpaid special assessments as of _____, 20_____, affecting the lands included in the Plat of Morning Meadows Subdivision Addition No. 2

Date: _____
Scott Henke, County Treasurer

MORNING MEADOWS SUBDIVISION
ADDITION NO. 2

Part of the Northwest 1/4 and 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.

Curve Table									
	Curve #	Length	Radius	Chord Bearing	Chord	Tangent In	Tangent Out	Delta	
LOT 55	C1	78.54	50.00	S46°12'50"E	70.71	S01°12'50"E	N88°47'10"E	90°00'00"	
LOT 68	C2	86.19	50.00	N48°10'14"E	75.91	S82°26'42"E	N01°12'50"W	98°46'08"	
OUTLOT 6	C3	73.28	50.00	N43°12'04"W	66.90	N01°12'50"W	N85°11'19"W	83°58'29"	
LOT 110	C4	78.54	50.00	S43°47'10"W	70.71	S88°47'10"W	S01°12'50"E	90°00'00"	
R.O.W.	C5	57.52	75.00	S20°45'32"W	56.12	S42°43'54"W	S01°12'50"E	43°56'44"	
LOT 56	C6	0.61	75.00	S00°58'51"E	0.61	S00°44'51"E	S01°12'50"E	00°27'59"	
LOT 57	C7	48.42	75.00	S17°44'49"W	47.58	S36°14'28"W	S00°44'51"E	36°59'19"	
LOT 58	C8	8.49	75.00	S39°29'11"W	8.49	S42°43'54"W	S36°14'28"W	06°29'26"	
R.O.W.	C9	350.67	75.00	S88°47'10"W	108.00	S45°09'34"E	N42°43'54"E	26°75'328"	
LOT 58	C10	43.96	75.00	S25°56'17"W	43.34	S09°08'41"W	S42°43'54"W	33°35'13"	
LOT 59	C11	41.70	75.00	S6°47'02"E	41.17	S22°42'46"E	S09°08'41"W	31°51'27"	
LOT 60	C12	35.87	75.00	S36°24'47"E	35.53	S50°06'47"E	S22°42'46"E	27°24'02"	
LOT 61	C13	35.87	75.00	S63°48'48"E	35.53	S77°30'49"E	S50°06'47"E	27°24'02"	
LOT 62	C14	35.87	75.00	N88°47'10"E	35.53	N75°05'09"E	S77°30'49"E	27°24'02"	
LOT 63	C15	35.87	75.00	N61°23'08"E	35.53	N47°41'07"E	N75°05'09"E	27°24'02"	
LOT 64	C16	35.87	75.00	N33°59'07"E	35.53	N20°17'06"E	N47°41'07"E	27°24'02"	
LOT 65	C17	41.70	75.00	N42°1'22"E	41.17	N11°34'21"W	N20°17'06"E	31°51'27"	
LOT 66	C18	43.96	75.00	N28°21'57"W	43.34	N45°09'34"W	N11°34'21"W	33°35'13"	
R.O.W.	C19	57.52	75.00	N23°11'12"W	56.12	N01°12'50"W	N45°09'34"W	43°56'44"	
LOT 66	C20	8.49	75.00	N41°54'51"W	8.49	N38°40'08"W	N45°09'34"W	6°29'26"	
LOT 67	C21	49.03	75.00	N19°56'29"W	48.16	N01°12'50"W	N38°40'08"W	37°27'18"	
C/L	C22	440.24	450.00	S63°11'15"E	422.89	S35°09'41"E	N88°47'10"E	56°03'09"	
R.O.W.	C23	344.14	417.00	S58°48'11"E	334.45	S35°09'41"E	S82°26'42"E	47°17'02"	
LOT 68	C24	22.41	417.00	S80°54'19"E	22.41	S79°21'56"E	S82°26'42"E	3°04'46"	
LOT 69	C25	54.65	417.00	S75°36'41"E	54.61	S71°51'25"E	S79°21'56"E	7°30'30"	
LOT 70	C26	54.65	417.00	S68°06'10"E	54.61	S64°20'55"E	S71°51'25"E	7°30'30"	
LOT 71	C27	54.65	417.00	S60°35'40"E	54.61	S56°50'24"E	S64°20'55"E	7°30'30"	
LOT 72	C28	54.65	417.00	S53°05'09"E	54.61	S49°19'54"E	S56°50'24"E	7°30'30"	
LOT 73	C29	54.65	417.00	S45°34'39"E	54.61	S41°49'23"E	S49°19'54"E	7°30'30"	
LOT 74	C30	48.48	417.00	S38°29'32"E	48.46	S35°09'41"E	S41°49'23"E	6°39'43"	
R.O.W.	C31	421.75	483.00	N60°10'30"W	408.46	N85°11'19"W	N35°09'41"W	50°01'38"	
OUTLOT 4	C32	28.22	483.00	N36°50'07"W	28.22	N38°30'33"W	N35°09'41"W	3°20'53"	
LOT 86	C33	43.23	483.00	N41°04'23"W	43.21	N43°38'12"W	N38°30'33"W	5°07'39"	
LOT 87	C34	43.23	483.00	N46°12'02"W	43.21	N48°45'52"W	N43°38'12"W	5°07'39"	
LOT 88	C35	43.23	483.00	N51°19'41"W	43.21	N53°53'31"W	N48°45'52"W	5°07'39"	
LOT 89	C36	43.23	483.00	N56°27'21"W	43.21	N59°01'10"W	N53°53'31"W	5°07'39"	
LOT 90	C37	43.23	483.00	N61°35'00"W	43.21	N64°08'50"W	N59°01'10"W	5°07'39"	
LOT 91	C38	43.23	483.00	N66°42'39"W	43.21	N69°16'29"W	N64°08'50"W	5°07'39"	
OUTLOT 4	C39	90.33	483.00	N74°37'58"W	90.20	N79°59'27"W	N69°16'29"W	10°42'58"	
OUTLOT 6	C40	43.82	483.00	N82°35'23"W	43.80	N85°11'19"W	N79°59'27"W	5°11'52"	
R.O.W.	C41	57.52	75.00	S13°11'19"E	56.12	S08°47'03"W	S35°09'41"E	43°56'44"	
LOT 75	C42	39.60	75.00	S20°02'00"E	39.15	S04°54'19"E	S35°09'41"E	30°15'22"	
LOT 76	C43	17.92	75.00	S1°56'22"W	17.88	S08°47'03"W	S04°54'19"E	13°41'22"	
R.O.W.	C44	350.67	75.00	S54°50'19"W	108.00	S79°06'24"E	N08°47'03"E	26°75'328"	
LOT 76	C45	28.39	75.00	S2°03'40"E	28.22	S12°54'24"E	S08°47'03"W	21°41'27"	
LOT 77	C46	35.87	75.00	S26°36'25"E	35.53	S40°18'26"E	S12°54'24"E	27°24'02"	
OUTLOT 4	C47	30.35	75.00	S51°54'01"E	30.14	S63°29'36"E	S40°18'26"E	23°11'10"	
LOT 78	C48	35.87	75.00	S77°11'37"E	35.53	N89°06'22"E	S63°29'36"E	27°24'02"	
LOT 79	C49	35.87	75.00	N75°24'21"E	35.53	N61°42'21"E	N89°06'22"E	27°24'02"	
LOT 80	C50	35.87	75.00	N48°00'20"E	35.53	N34°18'19"E	N61°42'21"E	27°24'02"	
LOT 81	C51	35.87	75.00	N20°36'18"E	35.53	N06°54'17"E	N34°18'19"E	27°24'02"	
LOT 82	C52	35.87	75.00	N6°47'44"W	35.53	N20°29'44"W	N06°54'17"E	27°24'02"	
LOT 83	C53	35.87	75.00	N34°11'45"W	35.53	N47°53'46"W	N20°29'44"W	27°24'02"	
LOT 84	C54	40.86	75.00	N63°30'05"W	40.35	N79°06'24"W	N47°53'46"W	31°12'38"	
R.O.W.	C55	57.53	75.00	N57°08'03"W	56.12	N35°09'41"W	N79°06'24"W	43°56'44"	
LOT 84	C56	6.99	75.00	N76°26'16"W	6.98	N73°46'08"W	N79°06'24"W	5°20'17"	
LOT 85	C57	50.54	75.00	N54°27'54"W	49.59	N35°09'41"W	N73°46'08"W	38°36'27"	

raSmith
CREATIVITY BEYOND ENGINEERING

14745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

SHEET 4 OF 4 SHEETS

Amendment to 2024 License Agreement to Farm Public Land

THIS LICENSE AGREEMENT TO FARM PUBLIC LAND is made this ____ day of _____, 2024, between the VILLAGE OF JACKSON, a municipal corporation, of Washington County, Wisconsin ("VILLAGE"), and Robert Loduha, ("Licensee").

WITNESSETH:

The VILLAGE is the owner of a parcel of land located in the Village of Jackson, which is vacant public land located Sec. 20, T10N, R20E PT OF NE NW LOT 2 DOC 1466506 + 1466507 EXC CSM 6969 and identified by Tax Key: V3_053600C. As the VILLAGE has plans to sell a portion of the property, there shall be an amendment to the agreement to only lease LOT 3 as there are no current plans to develop that portion of the property in 2023, and to limit weed growth during 2023, the VILLAGE will grant a license to Robert Loduha for the purpose of farming. In the event the VILLAGE chooses to change the use of these subject lands as commonly defined, a "Term of Convenience" of no less than 120 days shall be provided to the Licensee. Any financial loss for the removal of planted crops, due to termination of the agreement, shall be reimbursed to the Licensee by the VILLAGE with a maximum allowable repayment in the sum of \$1,000. This repayment shall be calculated proportionately to the amount of land to be restored and sold or developed.

NOW THEREFORE, IT IS AGREED between the VILLAGE and Licensee as follows:

1. **Premises.** VILLAGE, in consideration of the covenants contained herein, agree to issue a License Agreement to Robert Loduha for the space and area referred to below as the "demised premises" for a fee upon the terms set forth for the purposes of farming.

2. **Demised Premises.** The demised premise consists of vacant public land located in Sec. 20, T10N, R20E PT OF NE NW LOT 2 DOC 1466506 + 1466507 EXC CSM 7284 and identified by Tax Key: V3_053600H which consists of 3 acres for LOT 3. This land is not currently maintained by the Village of Jackson. See EXHIBIT A for map details.

3. **Term.** The term of this license agreement is from May 1, 2024 to November 30, 2024.

4. **Obligations of Licensee.**

A. **Type of Operation.** The demised premises shall be occupied and used by Licensee for farming purposes only. The Village benefits by the continued maintenance of the property. These crops may be harvested and sold by the Licensee as he/she sees fit. The Village is not entitled to any proceeds from the sale of these crops.

B. Cleanliness, Trash, Etc. Licensee shall maintain the demised premises in a clean, neat and sanitary condition.

5. License Fee. The License Fee shall be 2.5 acres at \$130.00 per acre for a total of \$325 per year. The full License Fee shall be payable upon cropping of the land, or before November 30th, 2024.

6. Insurance.

A. Fire Insurance. Licensee shall procure and keep in force fire and extended coverage insurance upon its improvements, furniture, furnishings, fixtures and equipment to their full insurable value and shall furnish the VILLAGE'S Clerk with evidence that coverage has been procured and is being maintained in full force.

B. Liability Insurance. Licensee shall maintain with insurance underwriters satisfactory to the VILLAGE a standard form of policy or policies of insurance in such amounts as may from time to time be approved by VILLAGE protecting both Licensee and VILLAGE against public liability, products liability and property damage. Licensee shall promptly, after the execution of this License Agreement, furnish such policy or policies for property damage growing out of any one accident or other cause in the sum of not less than \$1 million, for personal injury/death growing out of any one accident or other cause with liability of not less than \$1 million, the coverage to include products liability. It is understood that the specified amounts of insurance in no way limits the liability of Licensee, and that Licensee shall carry insurance in amounts so as to indemnify the VILLAGE from all claims, suits, demands and actions. Licensee shall furnish a certificate from the insurance carrier or carriers showing insurance to be in full force during the term of this contract or shall deposit copies of the policies that give this coverage with VILLAGE'S Clerk.

7. Indemnity. Licensee agrees to defend and indemnify the VILLAGE from all fines, suits, claims, demands and actions of any kind by reason of any of its operations under this license agreement and agrees to assume all the risk in the operation of its business and shall be solely responsible and answerable in damages for any accidents or injuries to persons or property.

8. Signs. Licensee shall not erect, install, operate or cause or permit to be erected, installed or operated in or upon the demised premises, any signs or other similar advertising device without having first obtained the approval of the VILLAGE.

9. Land Condition at End of License. Licensee shall disc/till the land after crops have been removed and return the land to its original condition, unless otherwise approved by the Village Board, by no later than November 30, 2024.

10. Nonassignment or Subletting. Licensee shall not assign this agreement and its rights, in whole or in part, except with the prior written consent of the VILLAGE.

11. Default. In the event that Licensee shall fail to pay the agreed upon License Fee the VILLAGE shall have the right to terminate this License Agreement. In the event Licensee fails to keep and perform or shall violate the terms, covenants and conditions of this license agreement on its part to be kept and performed and Licensee shall not have cured or corrected this failure or violation within ten (10) days after written notice shall have been given to Licensee, the VILLAGE shall have the right to terminate this license agreement.

Upon the occurrence one or more of the events of default, Licensee's right to possession of the demised premises shall terminate, and Licensee shall surrender possession of the demised premises immediately. In this event, Licensee grants to the VILLAGE full and free license to enter into and upon the premises or any part of them to take possession with or without process of law and to expel and remove the Licensee.

12. Not Joint Venture. It is mutually understood and agreed that nothing contained in this License Agreement is intended, or shall be construed as, in any way creating or establishing the relationship of co-partners or joint venturers between the parties or as constituting the Licensee as the agent or representative of VILLAGE for any purpose or in any manner.

13. Rules and Regulations. Licensee shall observe all of the VILLAGE'S and Washington County ordinances as well as the State of Wisconsin Statutes regarding activity on the farmed property.

14. Termination Without Cause. If this License Agreement is determined to be invalid or beyond the authority of the VILLAGE or if the Village Board without cause acts to terminate this License Agreement, Licensee shall cease using the demised premises as an extension of its operation and shall abandon the same within 10 days after written notification of the termination.

15. Entire Agreement/Amendment. The License Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This License Agreement may be modified or amended in writing, if the writing is signed by both parties and approved by the Village Board with a favorable recommendation from the Board of Public Works.

16. Severability. If any portion of this License Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a Court finds that any provision of the License Agreement is invalid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. Governing Law. The License shall be construed in accordance with the laws in the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have executed this license agreement on the day and year first above written.

License Issuer:

Licensee:

VILLAGE OF JACKSON

Robert Loduha

By: _____
Brian J. Heckendorf, Village President

By: _____
Robert Loduha

Attest: _____
Anastasia Gonstead, Village Clerk

EXHIBIT A

Memo

To: Board of Public Works

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

Subject: We-Energies Electric Easement Outlot 2 Oaks of Jackson

Date: February 21, 2024

Village owned streetlights are being installed along Spruce Street from Eagle Drive to Ridgeway Drive. The easement is needed to energize the electric service to power the streetlights.

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

Brian W. Kober, P.E.

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4944058**

IO NO. **5475**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VILLAGE OF JACKSON**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land 12 feet in width being a part of **Outlot 2 of THE OAKS OF JACKSON**, a subdivision as recorded in the office of the Register of Deeds for Washington County in Volume 53 on Pages 117-120 as Document No. 1586076 on October 11, 2023 and being a part of the Northeast 1/4 of the Northwest 1/4 of Section 20, Township 10 North, Range 20 East in the Village of Jackson, Washington County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P277
PO BOX 2046
MILWAUKEE, WI 53201-2046

V3-0536043
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

Grantor:

VILLAGE OF JACKSON

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, 2024,
the above named _____, the _____
and _____, the _____
of the VILLAGE OF JACKSON, for the municipal corporation, by its authority, and pursuant to Resolution File
No. _____ adopted by its _____ on _____, 2024.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

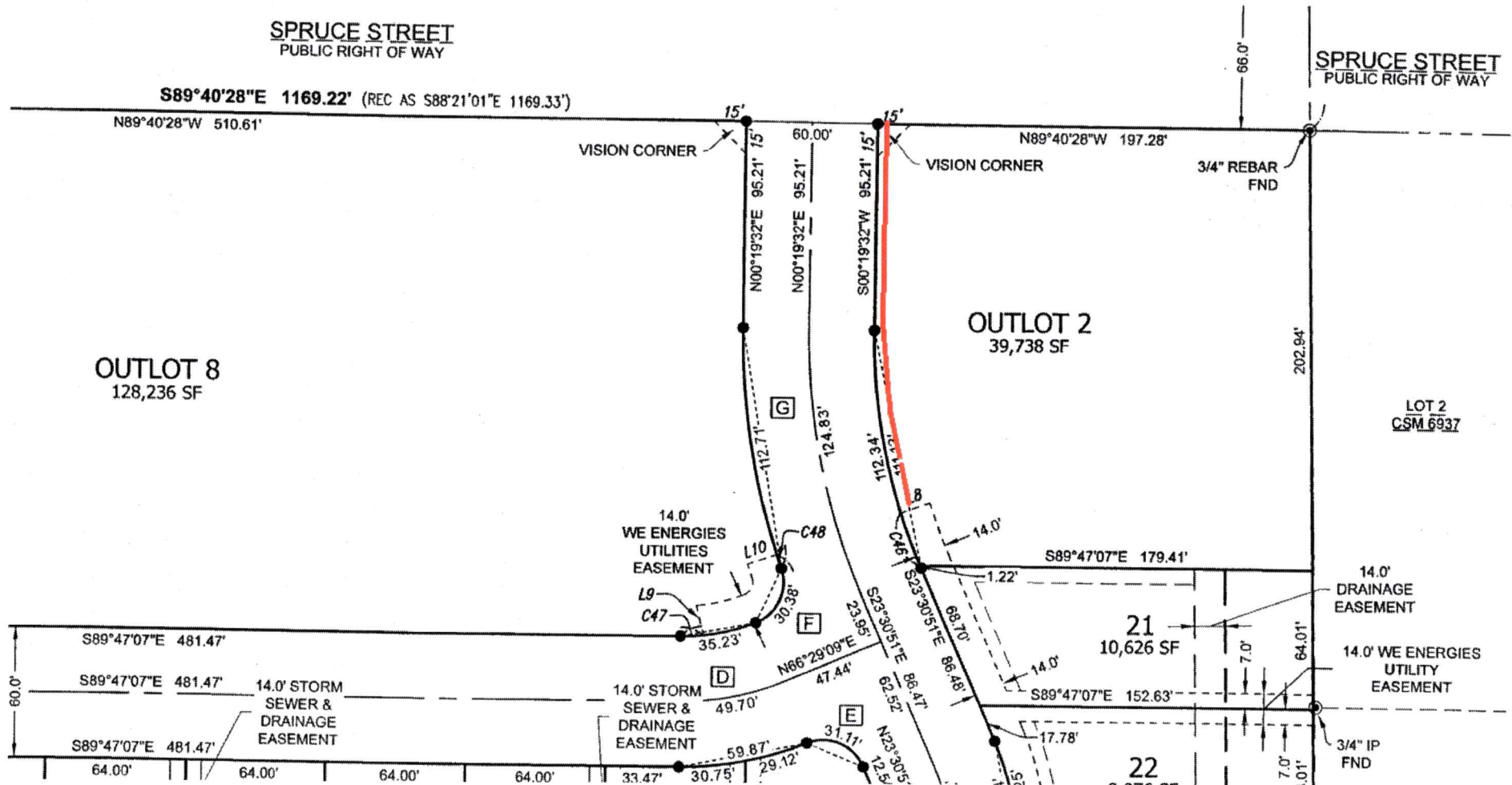
(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Michele Arendt on behalf of Wisconsin Electric Power Company, PO Box 2046,
Milwaukee, Wisconsin 53201-2046.

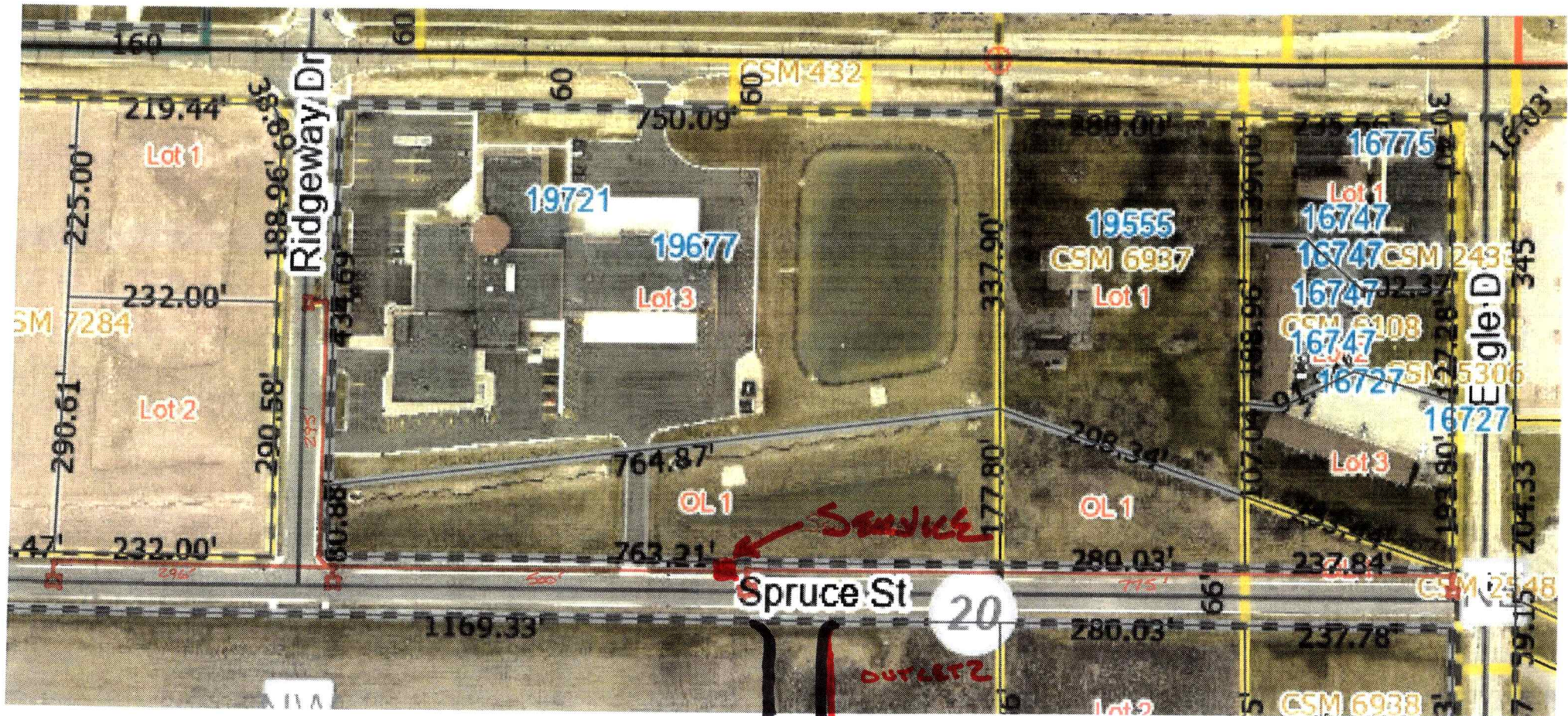
TEMPORARY EXHIBIT A

— = Proposed Easement Area



SPRUCE ST & RIDGEWAY DR

TAZ



Spruce St

20

OUTLET 2

EMERGENCY

RIDGEWAY DRIVE



MEMO

TO: Brian Heckendorf, Village President; Personnel Committee

FROM: Jen Keller, Village Administrator; Ryan Vossekuil, Police Chief

RE: 2024 Lieutenant Promotional Process

DATE: March 6, 2024

Background

The Jackson Police Department anticipates the retirement of Lieutenant Fristed in 2024 and wishes to post the promotional opportunity internally in March. Then, the PFC will interview applicants and certify an eligibility list of qualified candidates at their annual meeting in May.

Departments with internal talent, tenure, and skillsets as strong as JPD often, if not always, prefer to promote employees within the organization. In addition to efficiency, internal promotions of highly qualified employees encourage ongoing professional development throughout the agency and provide employees with pathways for growth at the JPD. These considerations are particularly important for the position of Lieutenant given the Lieutenant in JPD is the second in command, and directly supports the Chief of Police.

The Lieutenant is also the position immediately above the rank of the Sergeants. The Sergeants are represented in the Collective Bargaining Unit (CBU), therefore consideration of differences in compensation and benefits between Sergeants and the Lieutenant position must be discussed with the respective policy making bodies prior to job announcement. This discussion is critical to avoid wage and benefit compression issues developing between the upper ranks for the CBU and the Lieutenant position.

To address this, Staff are requesting the Personnel Committee and Village Board consider the unique needs of a potential promotion of qualified, internal applicants for Lieutenant, and offer the following to any current CBU employee who accepts the promotion to Lieutenant:

- The Lieutenant position will have the same sick leave benefit cap presently accessible to CBU employees – an accrual of up to 8 hours of sick leave per month, up to a maximum of 1,020 hours of sick leave.
- The Lieutenant position will have the same sick leave retirement/death benefit presently accessible to CBU – employees who retire or die shall receive one hundred percent (100%) of their accumulated sick leave credits, up to a maximum of 1,020 hours, converted to its monetary value at the employee's last rate of pay to be held by the Village and utilized for the sole purpose of paying health insurance premiums for themselves and/or their dependents until the “bank” of sick leave is exhausted.

Standard employee handbook language, which would currently apply to the Lieutenant job opening, limits non-represented employees to bank up to 960 hours and receive up to 50% of



those hours back in the form of monthly health premium reimbursement upon retirement. As noted above, this represents more than a 50% reduction in the sick leave retirement/death benefit, and a 60 hour per year reduction in sick leave, currently available to CBU employees.

Potential Motion:

Recommendation for Village Board approval of the 2024 Lieutenant Job Posting and future offer of employment to the successor lieutenant to include deviating from the Employee Handbook leave policy language and allowing up to 100% sick leave contribution from the Village upon retirement, not to exceed 1020 hours conditioned upon the following:

- 1- The offer will be reduced to 960 hours should the selected candidate not have accrued more than that amount upon the date the offer is made.
- 2- The offer may be amended should the most current CBA of WPPA JPD reduce the retirement/sick leave benefit language prior to the successor lieutenant's retirement date, if applicable.

Attachments:

Draft 2024 Lieutenant Job Posting

/JK & RV



JACKSON POLICE DEPARTMENT

N168W19851 MAIN STREET, JACKSON, WI 53037

Integrity - Respect - Courage

RYAN D. VOSSEKUIL
CHIEF OF POLICE

PHONE: (262) 677-4949

FAX: (262) 677-8570

Internal Job Posting

Department: Police

Position: Lieutenant of Police

Start Date: August 1, 2024

Position Classification:

The Lieutenant will function as second in command of the Jackson Police Department. The primary role of the Lieutenant is to perform supervisory / management duties delegated by the Chief of Police. This is a salaried command position, non-union, whose work hours are decided upon by assigned duties and the needs of the Chief. Shifts can be adjusted based upon department needs. Paid time off will be at the discretion of the Chief of Police. The Lieutenant will also be expected to work other hours as necessary, to carry a cell phone and be available 24 hours per day.

Position Description:

- Review attached job description.

Benefits:

Pay Rate: \$100,350.00 (2024)

Paid Leave: The Village provides generous leave time benefits which are outlined in the Village Employee Manual.

Sick Leave:

The Lieutenant position will have the same sick leave benefit cap presently accessible to CBU employees up to a maximum of 1,020 hours of sick leave. Once promoted, the Lieutenant will accrue 8 hours of sick leave per month (cap of 1,020 hours).

The Lieutenant position will have the same sick leave retirement/death benefit presently accessible to CBU – employees who retire or die shall receive one hundred percent (100%) of their accumulated sick leave credits, up to a maximum of 1,020 hours, converted to its monetary value at the employee's last rate of pay to be held by the Village and utilized for the sole purpose of paying health insurance premiums for themselves and/or their dependents until the "bank" of sick leave is exhausted.

The cap will be reduced to 960 hours should the selected candidate not have accrued more than that amount upon the date the offer is made.



JACKSON POLICE DEPARTMENT

N168W19851 MAIN STREET, JACKSON, WI 53037

Integrity - Respect - Courage

RYAN D. VOSSEKUIL
CHIEF OF POLICE

PHONE: (262) 677-4949
FAX: (262) 677-8570

Eligibility:

Minimum of ten years of full-time law enforcement experience

Minimum of five years of sworn experience with the Jackson Police Department

Ability to fulfill the requirements of the job description

Associate degree or higher preferred.

Application Procedure:

Submit Letter of Interest to Chief of Police.

Answer the following questions completely and submit as an attachment with your letter of interest.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



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Application Deadline: Letters of Interest and Question Answers must be submitted to the Chief by 2:00pm on April 3, 2024.

DRAFT