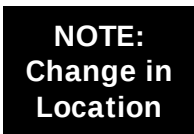


AGENDA
VILLAGE BOARD MEETING
Tuesday, August 14, 2018 at 7:30 p.m.
Jackson Area Community Center
N165 W20330 Hickory Ln.
Jackson, WI 53037



NOTE:
Change in
Location

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Village Citizen Comment on an Agenda Item (Please Sign In)
4. Ceremonial Oath of Office – Ryan D. Vossekul – Police Chief
5. Public Hearing – Conditional Use – Supply One – Building Addition
(Plan Commission Draft Minutes)
6. Public Hearing – Conditional Use – Cathedral Builders – Building
Addition and Storage Building
(Plan Commission Draft Minutes)
7. Public Hearing – Conditional Use – J & K Ministorage, LLC – Building
and Ground Signs
(Plan Commission Draft Minutes)
8. Public Hearing – PUD Amendment – Nayz Rayz – Banner Sign
(Plan Commission Draft Minutes)
9. Public Hearing – PUD Amendment – Pizza Station – Banner Sign
(Plan Commission Draft Minutes)
10. Approval of Minutes for the Village Board Meeting of July 10, 2018 and
Joint Village/town Board Meeting of June 26, 2018
11. Approval of Licenses
 - Operators Licenses:
 - o The Village Mart: Andrew Oswald
 - Entertainment License: Park & Recreation Circus – August 23-25, 2018 in
Hickory Lane Park

12. Budget & Finance Committee
 - STH 60 Path Project from Coffeerville to Eagle Drive.
(Board of Public Works Draft Minutes from May 29, 2018 and June 12, 2018 Budget & Finance)
 - Change Order #1 - Ridgeway Drive Reconstruction Project
 - Pay Request #1 - Ridgeway Drive Reconstruction Project
 - Proposal from Payne & Dolan Cedar Creek Road Project
(Board of Public Works Draft Minutes)
13. Board of Public Works
 - Jackson Water Utility Rate Study Presentation – City Water LLC
(Board of Public Works Draft Minutes)
14. Plan Commission
 - Certified Survey Map - Armstrong
(Plan Commission Draft Minutes)
15. Developer's Agreement – Cobblestone Meadows Development
16. Joint Parks & Recreation
 - Eagle Scout Project Approval, Meadowview Park Benches – Dylan Goggin
17. West Bend School District – Update
18. Proposed Public Safety Building – Update
19. Departmental Reports
20. Mid-Moraine Municipal Association Report
21. Washington County Board Report
22. Greater Jackson Business Alliance Report
23. Citizens to Address the Village Board
24. 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; Regarding pending real estate topics.

Reconvene into Open Session to Adjourn Only
25. Adjourn

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

DRAFT MINUTES
PLAN COMMISSION MEETING
Thursday – July 26, 2018 – 7:00 p.m.
Jackson Village Hall
N168W20733 Main St
Jackson, WI 53037

1. Call to Order & Roll Call

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

Members present: Keith Berben, Tr. Emmrich, Peter Habel, Tr. Kruepke, Steve Schoen, and Jon Weil.

Members Absent: None.

Also Present: Tr. Kurtz.

Staff Present: Brian Kober, John Walther and Jilline Dobratz.

2. Minutes – June 28, 2018, Plan Commission Meeting

Motion by Peter Habel second by Tr. Emmrich to approve the minutes of the June 28, 2018 Plan Commission meeting.

Vote: 7 ayes, 0 nays. Motion carried.

3. Conditional Use – Supply One – Building Addition

Motion by Peter Habel, second by Jon Weil to recommend to the Village Board the approval of the Conditional Use - Supply One - Building Addition, per staff comments. One question on water usage and REU. Brian Kober explained the REU is the residential equivalent unit. It is based on 300 gallons per day which is equivalent to 109,500 gallons per year. With the usage going up, it will be monitored and if it requires an additional REU, they will be charged for the overage. It's a three year average.

Vote: 7 ayes, 0 nays. Motion carried.

4. Conditional Use – Cathedral Builders – Building Addition and Storage Building

Motion by Peter Habel, second by Tr. Emmrich to recommend the Village Board approve the Conditional Use - Cathedral Builders - Building Addition and Storage Building, per staff comments.

Vote: 7 ayes, 0 nays. Motion carried.

5. Conditional Use – J & K Ministorage, LLC – Building and Ground Signs

Motion by Peter Habel, second by Pres. Schwab to recommend the Village Board approve the Conditional Use - J & K Ministorage, LLC - Building and Ground Signs, per staff comments.

Vote: 7 ayes, 0 nays. Motion carried.

6. Certified Survey Map – Armstrong

Motion by Peter Habel, second by Tr. Emmrich to recommend to the Village Board the approval of the Certified Survey Map – Armstrong, per staff comments.

Vote: 7 ayes, 0 nays. Meeting carried.

7. PUD Amendment – Nayz Rayz – Banner Sign

Tr. Kruepke stated three signs are already up and commented that banners should be limited to a special event, grand opening or a new product. Also, they should be for a limited amount of time and a limited number of banners. Peter Habel agrees with Tr. Kruepke and stated the material of the banner is not listed on the application. John Walther explained banners are considered temporary signs and it's in the Village Code. These have been approved in the past for other entities in the Village. A banner is meant to be a 16-day banner and can be granted over the counter. Tr. Kruepke stated a letter from the owner of the building giving permission should be included.

Motion by Peter Habel, second by Steve Schoen, to send the PUD Amendment – Nayz Rayz – Banner Sign, back to the applicant for further information. Pres. Schwab commented to vote the motion down and make a motion to deny as these are banners, not signs. Peter Habel amended his motion to recommend denial of the PUD Amendment – Nayz Rayz – Banner Sign, due to lack of information. The second concurred with the amendment.

Vote: 7 ayes, 0 nays. Motion carried.

8. PUD Amendment – Pizza Station – Banner Sign

Motion by Peter Habel, second by Steve Schoen to recommend denial, due to the lack of information, of the PUD Amendment - Pizza Station - Banner Sign.

Vote: 7 ayes, 0 nays. Motion carried.

Tr. Kruepke inquired if unapproved banners will be referred to the Building Inspector for removal until approved. The Building Inspector will contact the applicants.

9. Chicken Ordinance – Discussion Only

Pres. Schwab opened the discussion on chickens. Discussion included; licensing, approval of neighbors, possible zoning changes if eggs are sold, size of the coop, how many chickens would be allowed, where the chickens will be kept and who enforces the ordinance. John Walther stated a chicken will lay an average of 5 eggs a week, if they are fed correctly. Communities don't allow roosters in a City or Village environment. All chickens need to be registered with the State Department of Agriculture, Trade and Consumer Protection (DATCP). Some ordinances include getting written permission of the abutting neighbors. The coop becomes an accessory structure, one structure is allowed per property. Ducks could be added to the ordinance.

The Plan Commission would like to move forward and directed the Administrator to scan and email all commission members, the chicken ordinances of the municipalities that have been researched so far. Some things that need further discussion are; neighbor's permission, chickens have to be licensed by the State, permit is subject to review, the time length of permit, architectural approval of the coop, structure needs to protect the chickens, the area needs to be clean enough to prevent an infestation of rodents, windows with ventilation and the number of chickens allowed.

10. Citizens to Address the Plan Commission

Gloria Teifke commented that 1 to 4 chickens would not be able to keep themselves warm in the winter and they need to have water. They would have to have some winter accommodations.

Tr. Kurtz stated chickens bring in fleas, mites, parasites and lice.

11. Adjourn

Motion by Peter Habel, second by Tr. Emmrich to adjourn.

Vote: 7 ayes, 0 nays. Meeting adjourned at 7:44 p.m.

Respectfully submitted,

Jilline Dobratz, *CMC/WCMC*
Village Clerk/Treasurer

DRAFT

DRAFT MINUTES
Village Board Meeting
Tuesday, July 10, 2018 at 7:30 p.m.
Jackson Village Hall
N168W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call.

President Michael Schwab called the meeting to order at 7:30 p.m.
Members Present: Trustees Malcolm, Olson, Kruepke, Lippold, and Kurtz.
Members Excused: Trustee Emmrich
Members Absent: None.
Staff present: John Walther, Brian Kober, Kelly Valentino, Jim Micech and Jilline Dobratz.

2. Pledge of Allegiance.

President Schwab led the assembly in the Pledge of Allegiance.

Pres. Schwab requested to move item #15 up on the agenda to follow item #4, all Board members agreed.

3. Any Village Citizen Comment on an Agenda Item.

Ronald Stuebs – W197N16990 Stonewall Drive spoke on agenda item #8 in support of the Concept Plan – Stonewall Ridge - downsizing of the buildings from 12 to 8.

4. Approval of Minutes for the Village Board Meeting of June 12, 2018.

Administrator Walther asked the minutes from the June 26, 2018 Joint Village/Town meeting be brought back to the August meeting. Pres. Schwab postponed the minutes.

Motion by Pres. Schwab, second by Tr. Lippold to approve the Village Board Minutes of June 12, 2018 pending two items: Item #8b the motion should read “install signs directing people to Industrial Park, a sign could read “Industrial Park access going North on Highway P”

Item #9 Ordinance #17-03 Annexation of Paloroma Farms, the item was removed from the agenda and future agendas as it was acted on under agenda Item #10.

Vote: 6 ayes, 0 nays. Motion carried.

15. West Bend School District – Update.

Don Kirkegaard, Superintendent, reported the results from the survey of the proposed new Elementary School will be given at the Special School Board meeting Tuesday, July 17, 2018. A lot of people responded from the Town of Jackson and the Village of Jackson. Stated he can come back in August with a more detailed explanation of the results, what they are looking for and possible timelines. He started on Monday and is excited to be in the West Bend School District.

5. Resolution #18-19 – Honoring the Service of Police Chief Jed Dolnick.

Pres. Schwab read the resolution.

Motion by Pres. Schwab, second by Tr. Olson to introduce Resolution #18-19 Honoring the Service of Police Chief Jed Dolnick.

Vote: 6 ayes, 0 nays. Motion carried.

6. Approval of Licenses.

- Hotel/Motel License: AMA Hospitality Inc./Comfort Inn & Suites
Motion by Pres. Schwab, second by Tr. Lippold to approve the Hotel/Motel License.

Vote: 6 ayes, 0 nays. Motion carried.

- Operators Licenses:
 - o Walgreen's: Patrick J. Martin
 - o East Side Mart: Jacob A. Greefkes, Haley RE RobertsMotion by Pres. Schwab, second by Tr. Lippold to approve the Operators Licenses.

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

7. Budget & Finance Committee

- **Final Pay Request - Chateau Drive Reconstruction Project.**
Motion by Pres. Schwab, second by Tr. Olson to approve the Final Pay Request – Chateau Drive Reconstruction Project in the amount \$19,359.87.
Vote: 6 ayes, 0 nays. Motion carried.

- **Pay Request #2 – 2018 Utility Improvements Project.**
Motion by Pres. Schwab, second by Tr. Lippold to approve Pay Request #2 - 2018 Utility Improvements project in the amount of \$110,123.43.
Vote: 6 ayes, 0 nays. Motion carried.

8. Plan Commission

- **Certified Survey Map – TID #6.**
Motion Pres. Schwab, second by Tr. Olson to approve the Certified Survey Map – TID #6. Brian Kober stated there might be a renaming of the road.
Vote: 6 ayes, 0 nays. Motion carried.

- **Concept Plan - Stonewall Ridge – Site Plan Revisions/Density Reduction.**
Motion Pres. Schwab, second by Tr. Kruepke to approve the Concept Plan – Stonewall Ridge – Site Plan Revisions/Density Reduction
Vote: 6 ayes, 0 nays. Motion carried.

9. Final Plat and Developer's Agreement – Laurel Springs – Addition #1 – Bielinski Homes

Motion by Pres. Schwab, second by Tr. Malcolm to approve the Final Plat and Developer's Agreement – Laurel Springs – Addition #1 – Bielinski Homes.
Tr. Malcom inquired on a start date. Brian Kober explained they are having a pre-construction meeting next Wednesday and there is a possibility of starting the week of July 23rd. The entire thing is supposed to be done by the end of this year.
Vote: 6 ayes, 0 nays. Motion carried.

10. Board of Public Works

- **Resolution #18-16 – Adopting 2017 CMAR Jackson Wastewater Plant**

Pres Schwab read Resolution #18-16.

Motion by Pres. Schwab, second by Tr. Olson to introduce Resolution #18-16.
Vote: 6 ayes, 0 nays. Motion carried.

- **Resolution #18-17 – Preliminary Assessment TID #6 (Rosewood Lane) Project**

Pres Schwab read Resolution #18-17.

Motion by Pres. Schwab, second by Tr. Lippold to introduce Resolution #18-17.
Vote: 6 ayes, 0 nays. Motion carried.

- **Resolution #18-18 - Preliminary Assessment Highland Rd Water Main Project**

Pres. Schwab read Resolution #18-18.

Motion by Pres. Schwab, second by Tr. Lippold to introduce Resolution #18-18.
Tr. Malcolm asked how many properties are involved and Brian Kober stated four.

Vote: 6 ayes, 0 nays. Motion carried.

11. Joint Parks & Recreation

- **Park Rental Agreement – Washington County Humane Society – Paws in the Park – September 8, 2018**

Motion by Tr. Olson , second by Tr. Lippold to approve the Park Rental Agreement – Washington County Humane Society – Paws in the Park – September 8, 2018

Vote: 6 ayes, 0 nays. Motion carried.

- **Rental Agreement – Democratic Party of Washington County – Spaghetti Dinner Fund-Raiser – October 14, 2018**

Motion by Tr. Lippold, second by Tr. Malcolm to approve the Park Rental Agreement – Democratic Party of Washington County – Spaghetti Dinner Fund-Raiser – October 14, 2018

Vote: 6 ayes, 0 nays. Motion carried.

12. Ordinance #18-02 – Annexation Territory to the Village of Jackson – Creekside Villas – Bielinski Investments, LLC.

Pres. Schwab read Ordinance #18-02.

Motion by Pres. Schwab, second by Tr. Kurtz to introduce Ordinance #18-02.

Vote: 6 ayes, 0 nays. Motion carried.

Motion by Pres. Schwab, second by Tr. Olson to suspend the rules and allow the second reading with approval of Ordinance #18-02.

Roll Call Vote: 6 ayes, 0 nays. Motion carried.

Motion by Pres. Schwab, second by Tr. Lippold to approve Ordinance #18-02.

Vote: 6 ayes, 0 nays. Motion carried.

13. Ordinance #18-04 – Amending Chapter 2 – Article IX – Elections – of the Village Code of Ordinances – Adding Ward 11.

Pres. Schwab read the Ordinance.

Motion by Pres. Schwab, second by Tr. Olson to introduce Ordinance #18-04.

Vote: 6 ayes, 0 nays. Motion carried.

Motion by Pres. Schwab, second by Tr. Lippold to suspend the rules and allow the second reading with approval of Ordinance #18-04.

Roll Call Vote: 6 ayes, 0 nays. Motion carried.

Motion by Pres. Schwab, second by Tr. Olson to approve Ordinance #18-04.

Vote: 6 ayes, 0 nays. Motion carried.

14. Ordinance #18-05 - Amending Chapter 2 – Article IX – Elections – of the Village Code of Ordinances – Adding Ward 12.

Motion by Pres. Schwab, second by Tr. Lippold to introduce Ordinance #18-05.

Vote: 6 ayes, 0 nays. Motion carried.

Motion by Pres. Schwab, second by Tr. Lippold to suspend the rules and allow the second reading with approval of Ordinance #18-05.

Roll Call Vote: 6 ayes, 0 nays. Motion carried.

Motion by Pres. Schwab, second by Tr. Malcolm to approve Ordinance #18-05.

Vote: 6 ayes, 0 nays. Motion carried.

16. Proposed Public Safety Building - Update.

John Walther reported he has had conversations with the seller's attorney, the seller and the attorney have been out of town but expects to hear something this week.

17. Departmental Reports.

Park and Recreation Director Kelly Valentino thanked everyone who supported the Beer Garden in June, they made \$6,098. The Friends of Jackson made close to \$1,000 in tips, donations and T-shirt sales. They are gearing up for the next school year. The 4K programs have 22 kids in both morning and afternoon programs; the max is 20 in each. Last year was 17 in each morning and afternoon. Kelly stated they are partnering with the School District and the Tot Time program. Some of the 3-year old's that typically have to go to West Bend for speech therapy will be in the Tot Time program, so they won't have to leave to get special help. Anybody else in Jackson would have to go to Living Word and they are almost full. Once that fills, they will have to look at partner sights in the West Bend area.

Fire Department Duane Hafemiester reported a STRIKE Team was sent to the Racine Recycling fire this past week. They are part of the Washington County STRIKE Team. Departments from Washington County, Ozaukee County and other departments from Wisconsin and Illinois were there. A STRIKE Team is when there is a major fire and the local municipalities are all consumed, they reach out to communities farther out. It is part of the MABAS system and they assign shifts.

Administrator Walther spoke of the number of children in Tot Time and with the Superintendent here, are looking forward to an upbeat opinion of a new school in Jackson. It would be a great investment in the community to have a new school built. Also, the Jackson quarterly was finished today and stuffing needs to be done. We are looking for volunteers to help stuff 7,500 pieces of paper into envelopes as the Village Board wants the quarterly to be mailed out again. The water bills need to be out by Monday. We have 3,000 envelopes to be sent.

Tr. Lippold stated he understood there were major changes with the Election process this fall and asked the Clerk to outline what the changes are.

Clerk/Treasurer Jilline Dobratz reported on the E-Poll book purchase, weekly meetings with the State on the equipment and processes, paper poll books will be a backup as everything will be done electronically on a tablet. Village of Jackson is one of eight municipalities participating in this for the August Election.

Administrator Walther reminded everyone that the Village Board meeting for August 14th will be at the Community Center as the Partisan Primary Election will be held at Village Hall in the Board Room.

18. Mid-Moraine Municipal Association Report.

Tr. Kurtz stated they are not meeting until September.

19. Washington County Board Report.

None

20. Greater Jackson Business Alliance Report.

Kelly Valentino reported they are meeting next Wednesday at the Community Center and are presenting scholarships.

21. Citizens to Address the Village Board.

Casey Latz inquired on the progress of chickens. Jim Micech responded there hasn't been any progress, but it can be brought back to the Plan Commission. Pres. Schwab asked that it be put on the next Plan Commission agenda.

22. Adjourn.

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

Vote: 6 ayes, 0 nays. Meeting was adjourned at 8:16 p.m.

Respectfully submitted:

Jilline Dobratz, *CMC/WCMC*
Village Clerk/Treasurer

DRAFT MINUTES
Joint Village Board and Town Board Meeting
Tuesday, June 26, 2018 at 8:00 p.m.
Jackson Village Hall
N168W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call.

President Michael Schwab called the meeting to order at 8:02 p.m.

Members Present: Tr. Kurtz, Tr. Lippold and Tr. Malcolm.

Members Excused: Tr. Emmrich, Tr. Kruepke, and Tr. Olson.

Town Board Present: Chair Heidtke, Supr. Bishop, Supr. Hartwig, Supr. Huettl, and Supr. Kufahl.

Town Staff Present: Julia Oliver and Ron Eickstedt.

Village Staff Present: John Walther, Brian Kober, and Jilline Dobratz.

2. Pledge of Allegiance.

Chair Heidtke led the assembly in the Pledge of Allegiance.

3. Comments from any Village or Town Resident

None

4. Discussion of road projects related to jointly owned roads or connecting roads.

Chair Heidtke presented a draft intergovernmental agreement between the Town and Village regarding the costs of repaving of Cedar Creek Road and stated the Town wants to move forward with the project. Discussion ensued regarding public safety, walk/bike paths, speed limits, and costs of the project. The town wants no path (a path had originally been agreed to with the adoption of Joint Park and Open Space Plan.) The Village desires, as a significant compromise, a five-foot paved shoulder on the south side of the road, to be consistent with and to connect with the paved shoulder being constructed on the east side of the new CTH P reconstruction project. Discussion continued.

Motion by Supr. Huettl to adjourn. Motion failed for lack of a second.

Additional discussion followed.

Motion by Supr. Huettl, second by Supr. Bishop that the Town of Jackson complete the repaving of Cedar Creek Road from CTH P to the railroad tracks at its expense, at a width of 23', including pulverizing, proof-rolling, striping, built to the town's standard, in the amount of \$88,057; as well as the additional cost of all ditching. The Village of Jackson will be responsible for the construction of walk/bike path how it sees fit.

Vote: 5 ayes, 0 nays. Motion carried.

Motion by Tr. Malcolm, second by Tr. Kurtz to accept the Town of Jackson's proposal as detailed in the Town's motion. There was further discussion regarding the total cost and completion of the project.

Motion amended by Tr. Malcolm, second by Tr. Kurtz to include, per the agreement, that the Town will install the final 2" lift of asphalt (which is the town standard) on the road in three years.

Vote: 4 ayes, 0 nays. Motion carried.

Chair Heidtke commented there will be many shared roads in the town in 2021. He inquired as to how the roads will be handled in the future as standards are different from the Town to the Village. Pres. Schwab stated that there should be some consideration given through future Joint Planning Group meetings for the purposes of the maintenance of shared roads. Brian Kober said that the bylaws of the Joint Planning Group may need to be changed relative to the membership of the group, to enhance intergovernmental communication. Chair Heidtke agreed that the set-up of the group would need to be changed. Brian Kober said there is already a resolution from 2012 on the maintenance of certain shared roads. Chairman Heidtke stressed that this agreement is not the same as the current snow plowing agreement.

Brian Kober reported that with the development of the addition to Laurel Springs subdivision, Cedar Creek Road also needs to be repaved from the railroad tracks to Jackson Drive; the easterly draining culvert will be repaired/replaced; the Village will be repaving the west side of Jackson Drive from Creekside Drive to Cedar Creek Road along with the development. He invited the Town to participate in the repaving of the east side (town portion) of Jackson Drive, rather than the Village just paving the western half; also, the north side of Cedar Creek Road from the western boundary of Creekside Villas to the railroad tracks (town portion), and south side of Cedar Creek Road from the railroad tracks to the start of the Laurel Springs Subdivision Addition (town portion.) He will provide the cost estimates to Chair Heidtke.

5. Exchange of information related to each municipalities current, ongoing and future projects.

Village Administrator Walther reported the annexation of the Bielinski property north of Cedar Creek Road had been frozen until the Department of Administration (DOA) approved the Mediated Cooperative Plan between the Village and Town. The annexation process will resume by the end of the week. The Town and Village will receive questionnaires from the DOA to be completed relative to the annexation. The petition for unanimous annexation was referred to the next (June) Village Board meeting agenda due to the freeze, even though the parcel was outside of the scope of the Cooperative Plan. The parcel is 5.9 acres, located north of Cedar Creek Road and east of Jackson Drive. Now that

the Cooperative Plan has been approved, the DOA has promised to expedite the annexation that had been filed in late April.

6. Discussion of future Joint meeting(s).

Chairman Heidtke inquired if joint board meetings should be scheduled or on an as needed basis. Agreement is to have them as needed. President Schwab inquired if a Joint Planning meeting should be scheduled. Chairman Heidtke stated they will discuss it at a future Town Board meeting. Town Supervisors thanked the Village Board for coming in special for this meeting.

7. Adjourn.

Motion by Tr. Kurtz, second by Tr. Lippold to adjourn at 9:09 p.m.
Vote: 4 ayes, 0 nays. Motion carried.

The Town also adjourned their meeting.

Respectfully submitted,

Jilline Dobratz, CMC/WCMC
Village Clerk/Treasurer

APPROVED Minutes
Board of Public Works Meeting
Tuesday, May 29, 2018 –7:00 p.m.
Jackson Village Hall
N168W20733 Main Street

1. Call to Order and Roll Call.

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

Members present: Brian Heckendorf, Scott Thielmann, Linda Granec, Gloria Teifke, Tr. Malcolm, and Tr. Lippold.

Members absent: None

Staff present: John Walther and Brian Kober.

Others present: Tr. Kurtz.

2. Approval of Minutes for April 24, 2018, meeting.

Motion by Scott Thielmann, second by Tr. Malcolm to approve the minutes of the April 24, 2018 Board of Public Works meeting.

Vote: 7 ayes, 0 nays. Motion carried.

3. Review of petition creating a truck route for Northwest Business Park.

Brian W. Kober explained the item was referred from the last meeting so the Jackson Police could conduct a traffic study. A traffic study was conducted from May 1st to May 4th on Industrial Drive. The conclusion from the study is the speed was in compliance with only 0.25% of vehicles were measured at 40 mph or more.

Motion by Tr. Olson, second by Brian Heckendorf to recommend the Village Police Department continue traffic patrol, and no truck route needed at this time.

Vote: 7 ayes, 0 nays. Motion carried.

4. Review of traffic study Hickory Lane.

Brian W. Kober reviewed the traffic study conducted by the Village Police Department on Hickory Lane from May 10th to May 16th. The conclusion from the study is the speed was typical for a residential street, but especially good for a wide “collector road” like Hickory.

Motion by Tr. Olson, second by Brian Heckendorf to recommend the Village Police Department continue traffic patrol, and no traffic restrictions required at this time.

Vote: 7 ayes, 0 nays. Motion carried.

5. Review of Resolution 18-15 Preliminary Assessment Stonehedge Dr Storm Sewer Project.

Brian W. Kober reviewed the preliminary assessment for Stonehedge Drive Storm Sewer Project. The property owners in the proposed special assessment area will be special assessed for storm sewer lateral only.

Motion by Tr. Olson, second by Linda Granec to recommend approval of the preliminary assessment for the Stonehedge Dr Storm Sewer Project as presented.

Vote: 7 ayes, 0 nays. Motion carried.

6. Review of Pay Request #1 – 2018 Utility Improvements Project.

Brian W. Kober reviewed pay request #1 for the 2018 Utility Improvement Project. Restoration and paving of each project areas need to be completed.

Motion by Tr. Olson, second by Linda Granec to recommend approval of Pay Request #1 from Vinton Construction Company for 2018 Utility Improvements Project in the amount not to exceed of \$189,763.64.

Vote: 7 ayes, 0 nays. Motion carried.

7. Review of construction cost for new Street/Water Department Building and future projects.

Brian W. Kober thanked the Board members that took the time before the meeting to tour the new Street/Water Department Building. Discussion continued on future projects and time frame for completion. Tr. Olson requested the outstanding cost of capital projects for the June Budget & Finance meeting.

Motion by Tr. Olson, second by Tr. Lippold to recommend future major projects should be reviewed by the Board before proceeding.

Vote: 7 ayes, 0 nays. Motion carried.

8. Discussion on STH 60 Path Project from Coffeerville to Eagle Drive.

The item was referred from February 2018 meeting. Brian Kober reviewed with the Board the STH 60 Path Project from Coffeerville to Eagle Drive. The project has received a DNR grant in the amount of \$45,000.00 which had a construction timeline of design in 2017 and construct in 2018. The Village has received two Engineering Design proposals, and a recommendation is to use Key Engineering for the design at a cost of \$38,610.00.

Motion by Tr. Olson, second by Tr. Lippold to recommend approval of the quote from Key Engineering Group, LTD for the amount of \$38,610.00 to design the STH 60 Path from Coffeerville to Eagle Drive..

Vote: 7 ayes, 0 nays. Motion carried.

9. Director of Public Works report.

Brian Kober gave the report.

Motion by Brian Heckendorf, second by Linda Granec to place the Director of Public Works report on file.

Vote: 7 ayes, 0 nays. Motion carried.

12. Citizens/Village Staff to Address the Board.

Roy Glock W195 N17307 English Oaks Drive spoke about the preliminary assessment for the final lift of asphalt project. He feels the Developer of the subdivision should be responsible for the final lift and the Village should take legal action.

Tr. Kurtz spoke on concerns of how Jackson Park looks.

Brian Voelzke N160 W19415 Stonehedge Drive spoke on the Stonehedge Dr Storm Sewer Project.

13. Adjourn.

Motion by Tr. Lippold, second by Tr. Malcolm to adjourn.

Vote: 7 ayes, 0 nays. Meeting was adjourned at 8:12 p.m.

Respectfully submitted by: Brian W. Kober, P.E., Director of Public Works/Village Engineer

APPROVED MINUTES

Budget & Finance Committee Meeting

Tuesday, June 12, 2018 at 7:00 p.m.

Jackson Village Hall

N168W20733 Main St.

Jackson, WI 53037

1. Call to Order & Roll Call.

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

Members Present: Trustees Olson and Kurtz.

Members Absent: None.

Village Board Members Present: Tr. Kruepke, Tr. Malcolm, and Tr. Lippold

Staff Present: John Walther, Kelly Valentino, Fire Chief Swaney, and Brian Kober.

2. Approval of Budget & Finance Minutes: May 8, 2018 Meeting.

Motion by Pres. Schwab, second by Tr. Kurtz to approve the minutes for the May 8, 2018, meeting.

Vote: 3 ayes, 0 nays. Motion carried.

3. Approval of the May 2018 Treasurer's Report and Check Register.

The May Treasurer's Report and Check Register were reviewed.

Motion by Olson, second by Tr. Kurtz to approve the May 2018 Treasurer's Report and Check Register.

Vote: 3 ayes, 0 nays. Motion carried.

4. Hickory Park Inclusive Playground

Kelly Valentino gave a short presentation on the proposed Hickory Park Inclusive Playground. The Friends Group, Impact Fees, and Village Capital Expenditure fund are the three funding groups that will be used to pay for the project. The Friends Group raised \$100,000 in one year of fundraising. The park impact fee account has over \$130,000 to be spent, and the request is have the Village Capital Expenditures account provide \$100,000 to start the project. The Friends will continue fundraising until the project is completed. Tr. Olson requested what are the current expenditures of the Capital Improvement fund? Administrator Walther reviewed the fund and the Village has the money to pay for the playground equipment. Tr. Kurtz has concerns on maintenance of the parks with a \$300,000 piece of equipment. Kelly Valentino stated the new playground equipment has less maintenance because of the surface. Pres. Schwab thanked the Friends Group for the great effort of fundraising.

Motion by Pres. Schwab, second by Tr. Olson to recommend approval of the funding for the Hickory Park Playground equipment as presented.

Vote: 2 ayes, 0 nays 1 abstain (Tr. Kurtz). Motion carried.

5. Development Agreement – Bielinski Homes Inc. – Laurel Springs Addition #1

Brian Kober explained as per the proposed Developer's Agreement for Laurel Springs Addition No. 1, the Village is agreeing to reimbursements of water main extensions and roadway improvements in Jackson Drive, Cedar Creek Road and railroad crossing. The

estimated reimbursement total is \$234,605.50. The Town of Jackson will be contacted by the Village on the participation in the Cedar Creek Road and Jackson Drive.

Motion by Pres. Schwab, second by Tr. Kurtz recommends the Village Board approve the reimbursement of \$234,605.50 to Bielinski Homes Inc. associated with the Development Agreement for Laurel Springs Addition #1.

Vote: 3 ayes, 0 nays. Motion carried.

6. Resolution #18-15 – Preliminary Assessment Stonehedge Drive Storm Sewer Project.

Brian W. Kober reviewed the preliminary assessment for Stonehedge Drive Storm Sewer Project. The property owners in the proposed special assessment area will be special assessed for storm sewer lateral only.

Motion by Tr. Olson, second by Tr. Kurtz to recommend approval of Resolution #18-15 – Preliminary Assessment Stonehedge Drive Storm Sewer Project.

Vote: 3 ayes, 0 nays. Motion carried.

7. Pay Request #1 – 2018 Utility Improvements Project.

Brian W. Kober reviewed pay request #1 for the 2018 Utility Improvement Project.

Restoration and paving of each project areas need to be completed.

Motion Pres. Schwab, Second by Tr. Olson to recommend approval of Pay Request #1 – 2018 Utility Improvements Project.

Vote: 3 ayes, 0 nays. Motion carried.

8. STH 60 Path Project from Coffeerville to Eagle Drive

Brian Kober reviewed the STH 60 Path Project from Coffeerville to Eagle Drive. The project has received a DNR grant in the amount of \$45,000.00 which had a construction timeline of design in 2017 and construct in 2018. The Village has received two Engineering Design proposals, and a recommendation is to use Key Engineering for the design at a cost of \$38,610.00.

Motion Pres. Schwab, second by Tr. Olson to recommend approval of the quote from Key Engineering Group, LTD for the amount of \$38,610.00 to design the STH 60 Path from Coffeerville to Eagle Drive.

Vote: 3 ayes, 0 nays. Motion carried.

9. Citizens to address the Budget & Finance Committee.

None.

10. Adjourn.

Motion by Tr. Olson, second by Tr. Kurtz to adjourn at 7:24 p.m.

Vote: 3 ayes, 0 nays. Motion carried.

Respectfully submitted by: Brian W. Kober, P.E., Director of Public Works/Village Engineer

DRAFT Minutes
Board of Public Works Meeting
Tuesday, July 31, 2018 –7:00 p.m.
Jackson Village Hall
N168W20733 Main Street

1. Call to Order and Roll Call.

Chair Olson called the meeting to order at 7:00 p.m.

Members present: Linda Granec, Brian Heckendorf, Gloria Teifke, Scott Thielmann, Chair Olson, Tr. Malcolm and Tr. Lippold.

Staff present: Brian Kober, John Walther and Jilline Dobratz.

2. Approval of Minutes for June 26, 2018, meeting.

Motion by Tr. Malcolm, second by Brian Heckendorf to approve the minutes of the June 26, 2018 Board of Public Works meeting.

Vote: 7 ayes, 0 nays. Motion carried.

3. Jackson Water Utility Rate Study Presentation – City Water LLC.

Brian Kober introduced Jasmine Carter and Mike Rau from City Water LLC. Jasmine gave a short presentation, summary and recommendation. She went over 10 years of PSC reports and compiled information to get to the historical rate of return, current and future. City Water is recommending a simplified rate increase of 3% over 4 years to reach the 5% rate of return, starting October 15, 2018 and each year after another 3% increase. Some benefits are; less customer impact, increased revenue over time and allows for creation of sinking funds to offset major expenses to start saving and planning ahead. Brian Kober said it is on the conservative basis but should be able to get there in four years, possibly three. Recommends looking at it every year to see what the rate of return is and adjust accordingly. Tr. Lippold inquired if this will be presented to the Village Board. Brian Kober said a report will be in the packet with all the findings and spreadsheets. In 2010, the rate increase was 23%. Further discussion on increases continued. Currently there is a 2% rate of return. The PSC requires every year to generate 5% more than what expenses are to have money set aside to do other projects. A simplified rate increase needs to be posted and published; Class 1 notice, no Public Hearing is required.

Motion by Chair Olson, second by Tr. Lippold to recommend the Village Board adopt the four-year recommended plan by City Water LLC.

Vote: 7 ayes, 0 nays. Motion carried.

4. Review of Change Order #1 – Ridgeway Drive Reconstruction Project.

Brian Kober reported during the preconstruction meeting in reviewing the plans, the sanitary sewer needed to be extended 60 feet if two laterals in the project limits were going to be replaced. It was missed in the original design.

Motion by Chair Olson, second by Linda Granec to recommend to Budget & Finance and Village Board approval of Change Order #1 – Ridgeway Drive Reconstruction Project in an amount not to exceed \$23,058.

Vote: 7 ayes, 0 nays. Motion carried.

5. Review of Pay Request #1 - Ridgeway Drive Reconstruction Project.

Brian Kober reviewed the pay request #1 for the Ridgeway Drive Reconstruction Project. All utility has been installed. Last Friday the Water Utility and the contractor started at Midnight to take down the water main and complete the final connection. It was up and operating by 3:00 a.m. Tomorrow the curb and sidewalk will start being ripped up. The gas company is replacing all the services on the main. Sidewalk will be in conflict with them. They will be done in 2 to 3 weeks.

Motion by Brian Heckendorf, second by Linda Granec to recommend to Budget & Finance and Village Board approval of Pay Request #1 from Vinton Construction Company for Ridgeway Drive Reconstruction Project in the amount not to exceed \$405,623.77.

Vote: 7 ayes, 0 nays. Motion carried.

6. Review of Proposal from Payne & Dolan Cedar Creek Road Project.

Brian Kober reviewed the proposal in the packet. The Town of Jackson is reconstructing Cedar Creek Road from County Trunk Highway P to the railroad tracks. The Village still wanted to put the 5' paved shoulder on the South side of the road. John Walther stated the Town is putting in a 23' road, pulverizing, and ditching from the railroad tracks to County Trunk Highway P.

Motion by Brian Heckendorf, second by Tr. Malcolm to recommend to Budget & Finance and Village Board approval of the proposal from Payne & Dolan Cedar Creek Road Project in an amount not to exceed \$61,379.00.

Vote: 7 ayes, 0 nays. Motion carried.

7. Future Staffing for Public Works – Discussion only.

Brian Kober explained Chair Olson wanted to start talking about staffing. They are getting a lot of phone calls and complaints saying that the staff is not working to its full potential. Currently have 12½ staff and surgeries have multiple people out. In a few years, half of the staff is planning to retire. Looking at Streets and Parks as two separate departments. The parks are growing and three subdivisions will be added in the next year. With a mature staff, vacation time sometime leaves one person in the Street Department during a work day. In the new building, there isn't a receptionist and a lot of times the building is empty with people working in the field. When the Utilities start taking payments a full-time Utility Clerk will be needed. Brian Kober stated they look at major tasks that they have and right now it is mowing. Use to hire two summer help employees, usually college students. They are hard to find and would like to weigh the cost of that to a full-time person. Chair Olson discussed the new building, mowing the parks, full-time staff, retirements, hiring out tree removal and what is the best use of resources and what is the best way to move forward. Discussion continued on removal of ash trees and grinding out stumps. It's approximately \$2,000 to take down one big ash tree, it's

in the budget. The plan is not to take them all down just trying to catch up. Once the emerald ash borer hits, within four years the tree disintegrates and dies. This fall the Public Works staff will be removing the old Hickory Park Playground equipment for new equipment. Water Utility, all the radio reads are in and has freed up time. One of the biggest things that is dealt with is bag pick up. The plan is to propose a drop-off site with card system in the budget. Having a bag yard waste and brush drop off would save work hours for street pick-up. Sink holes are increasing, the one at Village Hall will be fixed before the Election on August 14th. Scott Thielmann asked if overtime is in the budget for some of the priority things that need to be done. Brian Kober stated overtime is saved for plowing operation. Discussion continued on mowing, park rentals and equipment storage.

8. Director of Public Works report.

Brian Kober gave the report. Gloria Teifke asked if Laurel Springs has wild land that's not going to be turned into housing units. Brian Kober stated it is going to be ponds, they are building 3 to 4 ponds.

Motion by Linda Granec, second by Brian Heckendorf to place the Director of Public Works report on file.

Vote: 7 ayes, 0 nays. Motion carried.

9. Citizens/Village Staff to Address the Board.

Scott Thielmann inquired on the policy of gravel driveways in the Village. Brian Kober stated the approach needs to be concrete and gravel driveways are allowed per Village code.

10. Adjourn.

Motion by Scott Thielmann, second by Tr. Lippold to adjourn.

Vote: 7 ayes, 0 nays. Meeting was adjourned 7:56 at p.m.

Respectfully submitted,

Jilline Dobratz, *CMC/WCMC*
Village Clerk/Treasurer

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, and between NFI Jackson LLC, (the “Developer”), and the Village of Jackson, a municipal corporation of the State of Wisconsin, located in Washington County, (the “Village”).

WHEREAS, the Developer is the owner of 8.59 acres which has been zoned and approved for single-family development, with the densities described below, in the Village of Jackson, Washington County, Wisconsin, as follows:

COBBLESTONE MEADOWS See EXHIBIT “A” Attached Hereto for legal description

WHEREAS, the Village Board has approved the plan for the development of the property on the condition that the Developer enter into an Agreement with the Village relative to the manner and method by which the plan will be developed in accordance with Chapters 38, 44, and 48 of the Municipal Code;

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

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

SECTION I. IMPROVEMENTS

A. Phasing. The public improvements within the project shall be completed in one phase in accordance with the plan attached hereto (**see EXHIBIT “B”**).

B. Streets.

1. Developer shall complete the construction of all streets, except the final course of asphalt, including underground utilities prior to issuance of building permits within the site, other than the building permits for the model homes referred to in Section IV.C.2.

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

3. All streets are private streets within the development. The Developer will provide an easement of least twenty feet in width for sanitary sewer and water systems.

C. Sanitary Sewer.

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

D. Water Distribution.

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

E. Storm Sewer.

1. The Developer shall furnish, construct and install surface/storm water system in accordance with the design plans prepared by Jahnke and Jahnke Associates, Inc. and as approved by the Village Engineer.
2. All storm water system construction shall be done in accordance with Village approval and shall be completed prior to the application of the first lift of asphalt street paving.
3. The storm sewer system is a private system, and will not be part of the Village's public system.

F. Bike/ Pedestrian Path.

There are no public paths proposed for the development.

G. Sidewalks.

There are no public sidewalks proposed for the development.

H. Erosion Control Plan.

The Developer shall comply with the erosion control plan prepared by Jahnke and Jahnke Associates, Inc., which conforms to the provisions of the Village of Jackson Municipal Code.

I. Grading Plan.

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

J. Landscaping.

The Developer shall landscape in accordance with the approved site Plan. All other landscaping shall be installed by each builder on private property.

K. Completion Date.

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

L. Installation of Improvements.

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

M. Signs.

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

N. Street Lamps

The street lamps will be installed by the Developer and will be privately owned by the property owner. All maintenance and replacement will be the responsibility of the property owner.

SECTION II. APPROVAL AND TRANSFER OF PUBLIC IMPROVEMENTS

A. Inspection.

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

B. As-Built.

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

C. Dedication.

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

D. Acceptance.

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

certified copy of the Village Board Resolutions accepting improvements hereunder which the developer may record to evidence compliance with this Agreement.

E. Street Grades.

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

F. Improvement Guarantee.

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

G. Title Evidence.

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

H. As-Built Alterations or Repairs.

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

SECTION III. FINANCIAL GUARANTEE

A. Letter of Credit.

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

B. Preservation of Assessment Rights.

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

C. Remedies Not Exclusive.

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

SECTION IV. PERMITS AND FEES

A. Park Fees.

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

B. Police and Fire Impact Fees.

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

C. Building Permits.

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

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

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

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

C. Developer's Responsibility for Work.

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

D. Insurance Requirements.

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

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

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

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

SECTION V. LEGAL REQUIREMENTS and PUBLIC RESPONSIBILITY

A. Laws To Be Observed:

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

notices necessary and incident to the lawful prosecution of the work to be completed under this Agreement.

B. Public Protection and Safety.

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

Owner’s Protective Liability (Independent Contractor Insurance):

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

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

E. Indemnification.

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

F. Personal Liability of Public Officials.

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

SECTION VI. MISCELLANEOUS PROVISIONS

A. Survey Monuments.

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

B. Zoning.

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

C. Indemnification for Environmental Contamination.

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

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

D. Easements.

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

E. Trash Container.

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

F. Pond and Common Areas.

The detention pond easement area of Certified Survey Map Number 5727, recorded in Volume 41 of records at page 329, 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.

G. Exhibits.

- "A" Legal Description of Property
- "B" Site Plan / Phasing Plan
- "C" Section 38-14 of Municipal Code
- "D" Itemization of Letter of Credit

SECTION VII. APPROVAL

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

SECTION VIII. AMENDMENTS

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

SECTION IX. BINDING EFFECT

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

NFI JACKSON, LLC

Date: _____

By: _____
Dirk Wildt, Member

Subscribed and sworn to before me

on: _____, 20__

Notary Public – State of Wisconsin (print name)

Notary signature

My commission expires: _____

VILLAGE OF JACKSON

Date: _____

By: _____
President, Michael E. Schwab

Date: _____

By: _____
John M. Walther, Administrator

Subscribed and sworn to before me

on: _____, 20__

Notary Public – State of Wisconsin (print name)

Notary signature

My commission expires: _____

This document was drafted by:

Brian W. Kober, P.E., Village Engineer
Village of Jackson

Please return recorded document to:

Village of Jackson
N168 W20733 Main St
PO Box 637
Jackson, WI 53037

RECEIVED

AUG 06 REC'D

Petro Property II

John Kruepke
N166 W21060 Parkway
Jackson, WI 53037

Telephone 262-677-4901
Fax 262-677-4401
E-mail: jmkapetro@gmail.com
August 1, 2018

To Who It May Concern,

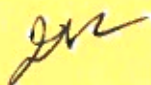
NayzRayz Spa has permission to display one (1) banner in the grass area facing Hwy P subject to Village of Jackson Code.



John Kruepke

Jim,

Correct letter
to Nayz Rayz



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

Name of Applicant Tim Holtz Address/ZIP 1168 W 22nd St. Main St. Phone # 262-677-4721
 Contact Tim Holtz E-mail Address pizza station @ yahoo.com Fax # where Agenda/Staff comments are to be faxed 262-677-1116
 Name of Owner Tim Holtz Address/ZIP 261 W Drorch Rd Phone# 262-689-0515
 Owner Representative/Developer _____
 Proposed Use of Site commercial Present Zoning PUD

ACTION REQUESTED	FEE	SUBMITTAL REQUIREMENTS	TYPE OF INFORMATION DESCRIBED (See page 5)	PAPER COPIES	CD
CONCEPT PLAN	\$50	1,2,6,13	1) Complete Application (all pages)		XXX
			2) Describe what you intend to do (paragraph)		XXX
CONDITIONAL USE	\$150	1,2,3,4,5,6,7,14,15,16,18,19,20	3) Address Labels of adjacent owners to be notified (500' / 200') *	Labels*	
			4) Owner acknowledgement of the request	1	
PLANNED UNIT DEVELOPMENT	\$150	1,2,3,4,5,6,7,8,9,10,14,15,16,17,18,20	5) Impact Statement		XXX
			6) Location Map		XXX
REZONING	\$200	1,2,(3),4,6,9 or 10 (500' for rezoning 200' for Cond. Use or PUD Site Plan)	7) Development Plan / Site Plan		XXX
			8) Preliminary Plat		XXX
CERTIFIED SURVEY MAP (CSM)	\$150	1,2,6,10,20	9) Final Plat		XXX
			10) Certified survey Map		XXX
MINOR SUBDIVISION	\$150	1,2,3,5,6,10,15,16,17,18,20	11) Annexation Petition		XXX
			12) Annexation Map	1	XXX
Extra-territorial Plat or CSM	\$150	1,2,6,9 / 10	13) Sketch Plan		XXX
			14) Landscape Plan	4 (24x36)	XXX
Extra-territorial Plat outside Sanitary Service Area	\$50	1,2,6,9 / 10	Engineering Review - Infrastructure		
			15) Grading/Drainage Plan	4 (24x36)	XXX
PRELIMINARY PLAT	\$300	1,2,3,5,6,9,15,16,17,18	16) Water / Sewer / Storm Sewer Plans	4 (24x36)	XXX
			17) Street / Right of Way cross sections	4 (24x36)	XXX
FINAL PLAT / Final Plat Reappl..	\$100	1,2,3,5,6,9,15,16,17,18,20	18) Erosion Control Plan	4 (24x36)	XXX
			19) Proposed colors / materials		XXX
ANNEXATION / ATTACHMENT	\$200	1,2,3,4,5,6,11,12,21	20) Developers Agreement		XXX
			21) Annexation Agreement (includes pre-annex agreements)		XXX
STREET EASEMENT/ VACATION	\$150	1,2,3,4,6,9	22) other -		XXX
VARIANCE	\$150	1,2,3,4,6,7			
* Labels	\$25		If not included with submittal		

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

Name Tim Holtz Signature [Signature] Date 7-9-2018

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

VILLAGE OF JACKSON

☐ Special Use ☐ Conditional Use ☒ Planned Unit Development

Permit # _____

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

Permit to:

Name of Business/Applicant: Pizza Station

For a property located at (address): N 168 W 22224 Main St.

Phone number of Business/Applicant: 2-677-4721

For (land use, activity, sign, site plan, other): Banners 2 Total
Installed at East Parking & Other at Hwy 9/60
to be displayed 6 times a year for a 3 week per period

Impact Mitigation (noise, smoke, dust, odors, etc. affecting adjacent properties): N/A.

Hours of Operation: M-W 11am - 9pm Th-11am-10pm Fri-11am-11pm
Sat-3pm-10pm Sun 3pm-9pm

Comprehensive/Master Plan Compatibility: N/A

Building Materials (type, color): N/A

Setbacks from rights-of-way and property lines: Banner in grass out of Rightaway

Screening/Buffering: N/A

Landscape Plan (sizes, species, location): N/A

Signing (dimensions, colors, lighting, location): Railway banner 48" x 96"
Hwy 9/60 sign 48" x 96" Material will be Vinyl

Lighting (wattage, style, pole location and height, coverage): N/A

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

Storm-water Management: N/A

Erosion Control: N/A

Fire Hydrant Location(s): N/A

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

Hazardous Material Storage: N/A

Alarm Systems: N/A

Site Features/Constraints:
Banners will be displayed outside public
Right-of-way

Parking (no. of spaces, handicapped parking, and dimensions): N/A

Tree and shrub preservation: N/A

Setbacks/height limitations: N/A

Wastewater Usage Projected: N/A gal/year Water Usage Projected: N/A gal/year

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

Banner to be displayed six times a year for a 3 year
period.

TERMS OF THIS PERMIT

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

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

Tim Holtz
_____, Owner
Please print name

John Walther, Administrator

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

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

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

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

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

Letter of Intent

We would like to hang two advertising Banners for lunch and dinner specials. One banner will be attached to the east railing due to the building owner is restricted from hanging anything other than BP promotional banners on their building. The second banner will be displayed near the intersection of Hwy 60 and Hwy P and will be located outside of the public right-of-way. Both banners will be made out of vinyl and see colored pictures for actual colors used.

Impact Statement

- A.) Annual water consumption: Not Applicable
- B.) Annual sewer consumption: Not Applicable
- C.) Vehicle trip generation: Not Applicable
- D.) Estimated number of vehicles stored on site: Not Applicable
- E.) Proposed signs: 2 total vinyl banners 48" x 96" advertising lunch & dinner specials to be proposed to be displayed 6 times per year for a three-week continuous period.
- F.) General hours of operation: Not Applicable
- G.) Anticipated user profile: Not Applicable
- H.) Proposed dates of construction: Banners to be installed upon receiving approval
- I.) Unusual conditions which warrant special attention: Not Applicable



N168W22224 Main St



Imagery ©2018 Google, Map data ©2018 Google 500 ft



N168W22224 Main St

Jackson, WI 53037



Tanning

Nayz Royz
SPA & Boutique

PIZZA
STATION

OPEN
FOR LUNCHES

NOW SERVING
BROASTED CHICKEN

MAIN STREET MART

E85 225° Kiddie Kampus

FARMERS INSURANCE

PIZZA STATION
DINE IN • CARRY OUT • DELIVERY

NayzRayz Spa

BOUTIQUE, LLC

DETAILS INSIDE

PIZZA STATION

OPEN FOR LUNCHES

NOW SERVING BROASTED CHICKEN

\$17.99

PIZZA
STATION

OPEN
FOR LUNCHES

NOW SERVING
BROASTED CHICKEN