

AGENDA
VILLAGE BOARD MEETING
Tuesday, July 9, 2019 at 7:30 p.m.
Jackson Village Hall
N168 W20733 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)
4. Public Hearing – Planned Unit Development Amendment (PUD) – Sign - Cobblestone Meadows
(Plan Commission Draft Minutes)
5. Public Hearing – Proposed Discontinuation of a Public Way – Sylvester Circle
6. Resolution #19-19 – Discontinue Public Way – Sylvester Circle
7. Resolution #19-15 – Existing Employer Update Resolution Wisconsin Public Employers’ Group Health Insurance Program
8. Developer Agreement – Premier Rosewood Jackson LLC – Rosewood Lane Multi-Family Development
9. Approval of Minutes for the Village Board Meeting of June 11, 2019
10. Approval of Licenses
 - Hotel/Motel Licenses: AMA Hospitality, Inc./Comfort Inn & Suites, Jackson Main Street Motel
 - Operators Licenses:
 - East Side Mart: Nicole E. Frakes
 - Latest Edition: Nichole Buth, Mari B. Hicks, Kelly S. Winterbottom
 - Village Mart: Meghan L. Anderson
 - Walgreen’s #11676: Scott M. Badura, Lori A. Ditter, Taylor C. Wells
 - Tattoo/Body Piercing Establishment License: Event Horizon
 - Tattoo/Body Piercing Operators:
 - Event Horizon: Rich T. Malnory, Brandi A. Stam

11. Budget & Finance Committee
 - Review of Quotes on Creating a Yard Waste and Drop-Off Site
(Board of Public Works Draft Minutes)
12. Plan Commission
 - Concept Plan – Jackson Development – Stonewall & Georgetown Dr.
 - Certified Survey Map – William Holz
 - Developer Agreement – Landscape Plan – Maplewood Farms
 - Review of Sign Banner Ordinance
(Plan Commission Draft Minutes)
13. Board of Public Works
 - Resolution #19-16 Adopting 2018 CMAR Jackson Sewer Utility
 - Review of REU Calculation for St. Joseph Hospital Ambulatory Surgery Center Addition
(Board of Public Works Draft Minutes)
14. Joint Parks & Recreation
 - Rental Agreement – Democratic Party of Washington County – Spaghetti Dinner Fund-Raiser – October 13, 2019
15. West Bend School District – Update
16. Proposed Municipal Building – Update
17. Departmental Reports
18. Mid-Moraine Municipal Association Report
19. Washington County Board Report
20. Greater Jackson Business Alliance Report
21. Citizens to Address the Village Board
22. Adjourn

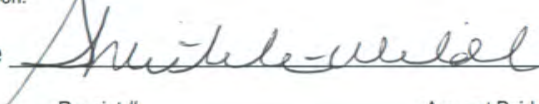
Persons with disabilities requiring special accommodations for attendance at the meeting should contact the Village Hall at least one (1) business day prior to the meeting.

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

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

ACTION REQUESTED	FEE	SUBMITTAL REQUIREMENTS	TYPE OF INFORMATION DESCRIBED (See page 5)	PAPER COPIES	ZIP DRIVE (USB)
CONCEPT PLAN	\$50	1,2,6,13	1) Complete Application (all pages)		XXX
			2) Describe what you intend to do (paragraph)		XXX
CONDITIONAL USE	\$150	1,2,3,4,5,6,7,14,15,16,18,19,20	3) Address Labels of adjacent owners to be notified (500' / 200')	labels	
			4) Owner acknowledgement of the request	1	
PLANNED UNIT DEVELOPMENT	\$150	1,2,3,4,5,6,7,8,9,10,14,15,16,17,18,20	5) Impact Statement		XXX
			6) Location Map		XXX
REZONING	\$200	1,2,(3),4,6,9 or 10 (500'for rezoning 200' for Cond. Use or PUD Site Plan)	7) Development Plan / Site Plan		XXX
			8) Preliminary Plat		XXX
CERTIFIED SURVEY MAP (CSM)	\$150	1,2,3,6,10,20	9) Final Plat		XXX
			10) Certified survey Map		XXX
MINOR SUBDIVISION	\$150	1,2,3,5,6,10,15,16,17,18,20	11) Annexation Petition		XXX
			12) Annexation Map	1	XXX
Extra-territorial Plat or CSM	\$150	1,2,6,9 / 10	13) Sketch Plan		XXX
			14) Landscape Plan	4 (24x36)	XXX
Extra-territorial Plat outside Sanitary Service Area	\$50	1,2,6,9 / 10	Engineering Review - Infrastructure		
			15) Grading/Drainage Plan	4 (24x36)	XXX
PRELIMINARY PLAT	\$300	1,2,3,5,6,9,15,16,17,18	16) Water / Sewer / Storm Sewer Plans	4 (24x36)	XXX
			17) Street / Right of Way cross sections	4 (24x36)	XXX
FINAL PLAT / Final Plat Reappl..	\$100	1,2,3,5,6,9,15,16,17,18,20	18) Erosion Control Plan	4 (24x36)	XXX
			19) Proposed colors / materials		XXX
ANNEXATION / ATTACHMENT	\$200	1,2,3,4,5,6,11,12,21	20) Developers Agreement		XXX
			21) Annexation Agreement (includes pre-annex agreements)		XXX
STREET EASEMENT/ VACATION	\$150	1,2,3,4,6,9	22) other -		XXX
VARIANCE	\$150	1,2,3,4,6,7			

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

Name S. Miste-Wildt/Cobblestone Builders Signature  Date 5/30/19

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

VILLAGE OF JACKSON

☐ Special Use ☐ Conditional Use ☒ Planned Unit Development Permit # _____

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

Permit to:

Name of Business/Applicant: Cobblestone Builders

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

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

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

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

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

Comprehensive/Master Plan Compatibility: Compliant

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

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

Screening/Buffering: NA

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

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

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

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

Storm-water Management: Per master grading plan

Erosion Control: Silt fence or silt sock as required

Fire Hydrant Location(s): Onsite, per engineering

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

Hazardous Material Storage: NA

Alarm Systems: NA

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

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

Tree and shrub preservation: NA

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

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

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

TERMS OF THIS PERMIT

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

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

John Walther, Administrator

_____, Owner
Please print name



Real Quality • Real Value • Real People

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

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

May 23, 2019

Village of Jackson
N168 W20733 Main Street
Jackson, WI 53037

To Whom It May Concern:

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

Respectfully,

Dirk Wildt
Cobblestone Builders & Developers, Inc.



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

May 23, 2019

IMPACT STATEMENT

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

COBBLESTONE MEADOWS

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

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



SCALE IN FEET
0 20 40

REFERENCE BEARING:
THE NORTH LINE OF THE SW 1/4 OF SECTION 18 T10N R20E WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF N 89° 07' 11" E BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM (NAD 83 ZONE 16).



VICINITY SKETCH
SEC. 18, T10N, R20E
SCALE: 1" = 200'

LEGEND
INDICATES IRON PIPE 1" LONG BY 2" NOMINAL DIAMETER PIPE WHICH HAS AN OUTSIDE DIAMETER OF 2.375" - 3.65" PER LINEAL FOOT. ALL OTHER LOT CORNERS MARKED BY IRON PIPE 1" LONG BY 1" NOMINAL DIAMETER PIPE WHICH HAS AN OUTSIDE DIAMETER OF 1.315" - 1.13" PER LINEAL FOOT.

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

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



John R. Stigler
JOHN R. STIGLER - Wis. Reg. No. S-1820
DATED Nov 30th, DAY OF NOVEMBER, 2018
REVISED Nov 28th, DAY OF JANUARY, 2019

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

PROJECT NUMBER: S-8713
PLOTTED: 1/28/2019 4:34 PM
FILE NAME: S:\PROJECTS\SPR15\DWG\SPR15_FINAL_PLAT.DWG



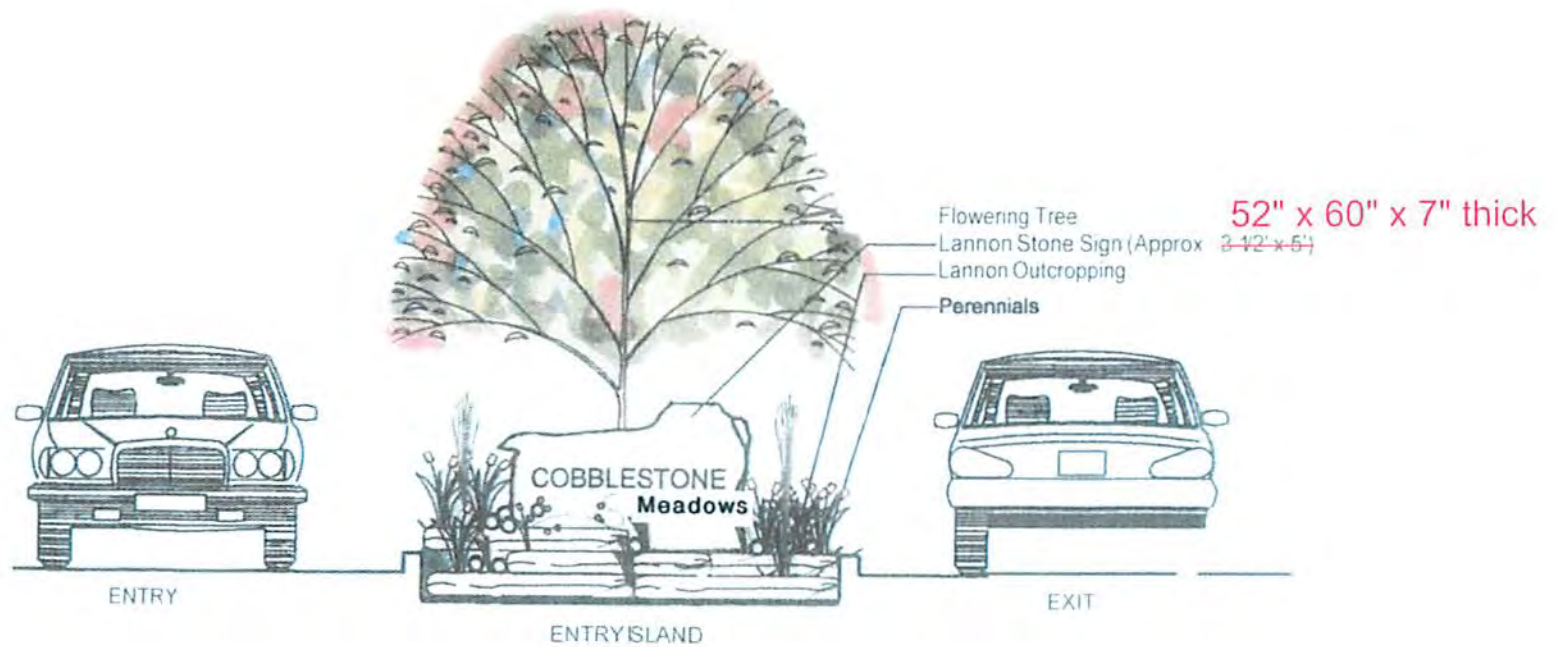
SURVEYOR NOTE:
ALL DISTANCES HAVE BEEN MEASURED TO THE NEAREST TWO HUNDREDTH OF A FOOT AND COMPUTED TO THE NEAREST HUNDREDTH OF A FOOT. ANGLES HAVE BEEN MEASURED TO THE NEAREST THREE SECONDS AND COMPUTED TO THE NEAREST SECOND.

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



AC COR. OF THE SE 1/4 OF SEC. 19, T10N, R20E, WISCONSIN CO. MAP, WISCONSIN CO. MAP





SECTION PROFILE ENTRY SIGN AND LANDSCAPE

COBBLESTONE BUILDERS, JACKSON, WI

SCALE 1/4"=1'-0"

Concept drawing ~~4/26/18~~ **5/23/19**

ENTRY

EXIT

25 Sedum 'Autumn Joy' 4.5" — — — — —

6 Hemerocallis 'Happy Returns' 4 gal. — — — — —

Meadows

Cobblestone Trails Entry Sign — — — — —

Random Boulders — — — — —

9 Karl Reed Grass — — — — —

8 Little Princess Spirea — — — — —

6 Broodmoor Junipers — — — — —

1 Ivory Silk Tree 2" Cal. — — — — —

7 Hemerocallis 'Happy Returns' 1 gal. — — — — —

No Lighting

~~LIGHTING~~

Plants are for reference
only at this time

ENTRY SIGN AND LANDSCAPE

COBBLESTONE BUILDERS JACKSON, WI

SCALE 1/4"=1'-0"

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

DRAFT MINUTES
PLAN COMMISSION MEETING
Thursday, June 27, 2019 at 7:00 p.m.
Jackson Village Hall
N168W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call

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

Members present: Tr. Emmrich, Dan Herro, Dan Reik and Jon Weil.

Member Excused: Tr. Kruepke.

Member Absent: Keith Berben.

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

2. Approval of Minutes for the Plan Commission Meeting of May 23, 2019

Motion by Tr. Emmrich second by Dan Reik to approve the Plan Commission minutes of May 23, 2019.

Vote: 5 ayes, 0 nays. Motion carried.

3. Concept Plan – Jackson Development – Stonewall & Georgetown Dr.

Kurt Henning, H & R Construction, was present and explained the proposed development. The new concept plan includes more green space and less roads. He is looking at converting the remaining four 12 family units to seven four family units due to the cost of the buildings. Four family buildings can be separated and eliminate sprinkler systems. They would like to put a four-family slab in before winter. The engineers are working on it now. The buildings are all slab on grade. Motion by Pres. Schwab, second by Tr. Emmrich to recommend the Village Board approve the Concept Plan for Jackson Development – Stonewall & Georgetown Drive as presented and per staff comments.

Vote: 5 ayes, 0 nays. Motion carried

4. Planned Unit Development Amendment – Sign – Cobblestone Meadows

Dirk Wildt from Cobblestone Builders & Developers, Inc. was present and gave background information on the stone sign.

Motion by Pres. Schwab, second by Jon Weil to recommend the Village Board approve the Planned Unit Development Amendment – Sign – Cobblestone Meadows as presented and per staff comments.

Vote: 5 ayes, 0 nays. Motion carried.

5. Certified Survey Map – William Holz

William Holz was present and stated Jeff Baken would like to purchase the back portion of one of his lots so that he can have a larger yard and put a shed on it. English Oaks subdivision lots are small, and they don't allow sheds in the covenants.

Motion by Jon Weil to recommend the Village Board approve the Certified Survey Map – William Holz per staff comments and as presented. Motion not seconded; motion failed for a lack of a second.

Collin Johnson commented, for the record, they were not aware that there was a potential for a shed to be constructed on this parcel. It is his understanding it's a nonbuildable lot and isn't sure if the Zoning Code would allow an accessory structure on a separate parcel without a primary residence or primary structure attached to it.

Motion by Pres. Schwab, second by Dan Herro to recommend this be referred directly to Village Board without comment based on new information.

William Holz stated he could have done this through an adjoining land transfer by State Statue, but he wanted to have everything done on the CSM, so it was nice and clean. He did not realize this would be an issue.

Vote: 5 ayes, 0 nays. Motion carried.

6. Developer Agreement – Landscape Plan – Maplewood Farms

Kevin Dittmar commented he is working great with Village staff. They had a pre-construction meeting this week. He is ready to provide a letter of credit.

Motion by Pres. Schwab, second by Tr. Emmrich to recommend the Village Board approve the Developer Agreement – Landscape Plan – Maplewood Farms per staff comments.

Jon Weil inquired if the trees are similar species on both sides of the road. Kevin Dittmar stated they can alternate the trees.

Vote: 5 ayes, 0 nays. Motion carried

7. Review of Sign Banner Ordinance

Collin Johnson stated this is coming back from the March meeting to possibly make amendments to this ordinance based on prior action the Village Board had taken regarding approval of sign banners for two separate businesses. Currently the ordinance allows temporary signs to be displayed up to 16 days at any one time for a maximum of two times per year. Beyond that it would need to go to the board for approval such as PUD areas or for a Conditional Use permit. Previous board discussion was a for a six-month timeframe. Collin Johnson recommends 90 days or a maximum of 120 days each at a 30-day permit timeframe. The final previous proposal was to allow a maximum of 180 days per year in 30 day increments for purposes of structuring fees. Discussion ensued on length of time, sandwich boards, permit fees, sign exemptions, sign size and number of signs per business. Staff suggestion on the permit fee would be \$60.00 for a 30-day period.

Motion by Pres. Schwab, second by Jon Weil to recommend staff formalize the change to the ordinance to include the 90-day limitation, in 30 day increments at \$60.00 per increment and one maximum 4' x 12' banner sign per business.

Vote: 5 ayes, 0 nays. Motion carried

8. Citizens to Address the Plan Commission

None.

10. Adjourn

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

Vote: 5 ayes, 0 nays. Meeting adjourned at 7:40 p.m.

Respectfully submitted,

Jilline Dobratz, *CMC/WCMC*
Village Clerk

DRAFT

VILLAGE OF JACKSON
WASHINGTON COUNTY, WISCONSIN

Legal Notice

PLEASE TAKE NOTICE that on July 9, 2019 at 7:30 p.m. at the Village of Jackson Village Hall, N168 W20733 Main Street, Jackson, Wisconsin, the Village Board will be conducting a hearing on a proposed discontinuation of a public way pursuant to Wis. Stat. 66.1003. The public way to be discontinued is known as Sylvester Circle. It is located in the NW1/4-SW1/4 of Section 18, T10N, R20E, in the Village of Jackson and being described as follows:

Being Sylvester Circle as dedicated via Certified Survey Map No. 6289 as recorded within Volume 47 on Pages 166-168 of Certified Survey Maps for Washington County as Document No. 1216871, said vacation being part of the Fractional NW1/4-SW1/4 of Section 18, T10N, R20E, Village of Jackson, County of Washington, State of Wisconsin. Containing 47,435 square feet or 1.089 acres, more or less.

The full legal description and scale map of the land that would be affected by the discontinuation can be obtained from the Village Clerk/Treasurer.

The hearing is open to the public and all interested parties are encouraged to attend.

VILLAGE OF JACKSON

Jilline S. Dobratz, Village Clerk/Treasurer

RESOLUTION #19-19

RESOLUTION TO DISCONTINUE PUBLIC WAY

The Village Board of the Village of Jackson, Washington County, Wisconsin, does resolve as follows:

RESOLVED, that the Village Board of the Village of Jackson, adopted by a majority of the Village Board on a roll call vote with a quorum present and voting and proper notice having been given, resolves and declares as follows:

The public way described below is vacated and discontinued under Wis. Stat. §66.1003(4). It is in the public interest that the public way described below is vacated and discontinued under Wis. Stat. § 66.1003(4). The public way to be discontinued is described as follows:

Being Sylvester Circle as dedicated via Certified Survey Map No. 6289 as recorded within Volume 47 on Pages 166-168 of Certified Survey Maps for Washington County as Document No. 1216871, said vacation being part of the Fractional NW1/4-SW1/4 of Section 18, T10N, R20E, Village of Jackson, County of Washington, State of Wisconsin. Containing 47,435 square feet or 1.089 acres, more or less.

Attached is a copy of a map showing the area of the road to be vacated.

The discontinuance of the above-described public way will not result in a landlocked property and no owner of property abutting the discontinued public way will be damaged by the discontinuance. Upon discontinuation, title will revert in accordance with Wis. Stat. § 66.1005.

The Village Clerk shall properly post or publish this resolution as required under Wis. Stats. § 60.80. The Village President and Village Clerk shall immediately execute an original, recordable Order to Discontinue Public Way in the name of the Village of Jackson discontinuing the above-described public way, which shall be submitted for recording with the Washington County Register of Deeds.

Introduced by: _____

Seconded by: _____

Vote: ____Ayes ____ Nays

Passed and Approved: _____

VILLAGE OF JACKSON

By: _____
Michael E. Schwab, Village President

John Kruepke, Village Trustee

Brian Emmrich, Village Trustee

Debbie Kurtz, Village Trustee

Gary Malcolm, Village Trustee

Donald Olson, Village Trustee

Jack Lippold, Village Trustee

Attest: _____
Jilline S. Dobratz - Village Clerk

Proof of Posting:

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

Village Official

Date

Being Sylvester Circle as dedicated via Certified Survey Map No. 6288 as recorded within Volume 47 on Pages 166-168 of Certified Survey Maps for Washington County as Document No. 1216871, said vacation being part of the Fractional NW1/4-SW1/4 of Section 18, T10N, R20E, Village of Jackson, County of Washington, State of Wisconsin.
Containing 47,435 square feet or 1.089 acres, more or less.

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING	BK TANGENT BEARING	HT TANGENT BEARING
C1	30.00'	85°30'13"	46.42'	41.03'	S45°23'07"E	S01°03'30"E	S69°42'43"W
C2	30.00'	64°37'23"	33.84'	32.02'	N57°16'35"E	S68°42'43"E	N25°35'54"E
C3	75.00'	24°47'23"	320.21'	126.77'	S32°01'25"E	N25°39'54"E	N09°42'43"W
C4	30.00'	01°20'47"	47.83'	42.92'	S44°35'53"W	N89°42'43"W	S01°03'30"E

SW-NW
(FRACTIONAL)

NOTE

BEARINGS REFERENCED TO THE WEST LINE OF THE
NORTHWEST QUARTER OF SECTION 10, WHICH HAS A
RECORDED GRID BEARING OF N01°13'1" W,

CENTER OF SECTION 16, T10N, R20E
CONCRETE MONUMENT WITH
WASHINGTON COUNTY BRASS CAP FOUND

QUARTER LINE

S88°54'03"E
50.03'

NW-SW
(FRACTIONAL)

LOT 2
CSM 76289
V47/P166

LOF 1
GSM 6289
V47/P166

S09°42'43"E
052.063

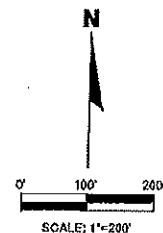
SYLVESTER CIRCLE

SYLVESTER CIRCLE
TO BE VACATED
47,435 SQ.FT.
1.089 ACRES

LOT 3
CSH #6289
V17/P166

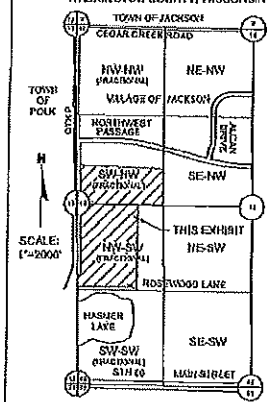
CURTIS
CSA 15280
V47/P166

ROSEWOOD LANE



LOCATION SKETCH

THE NORTHWEST QUARTER AND
THE SOUTHWEST QUARTER OF
SECTION 18, T10N, R20E
WASHINGTON COUNTY, WISCONSIN



RESOLUTION #19-15

**EXISTING EMPLOYER UPDATE RESOLUTION
WISCONSIN PUBLIC EMPLOYERS' GROUP HEALTH INSURANCE PROGRAM**

The Village Board of the Village of Jackson, Washington County, Wisconsin, does resolve as follows:

WHEREAS, pursuant to the provisions of Wis. Stat. § 40.51 (7) hereby determines to continue in the Wisconsin Public Employers (WPE) Group Health Insurance program that is offered to eligible personnel through the program of the State of Wisconsin Group Insurance Board (Board), and agrees to abide by the terms of the program as set forth in the Local Employer Health Insurance Standards, Guidelines and Administration Manual (ET-1144): and

WHEREAS, we will continue to participate in the program option in which we are currently enrolled. If we wish to elect a new program option, we will file a separate resolution to do so; and

WHEREAS, all participants in the WPE Group Health Insurance program need to be enrolled in a program option. Individual employees cannot choose between program options; and

NOW, THEREFORE, BE IT RESOLVED, the Village Board of Trustees supports the continuation in the Wisconsin Public Employers (WPE) Group Health Insurance program and agrees to abide by terms set forth.

Introduced by: _____

Seconded by: _____

Vote: ____Ayes ____ Nays

Passed and Approved: _____

Michael E. Schwab – Village President

Attest: _____
Jilline S. Dobratz - Village Clerk

Proof of Posting:

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

Village Official

Date



STATE OF WISCONSIN
Department of Employee Trust Funds
Robert J. Conlin
SECRETARY

Wisconsin Department
of Employee Trust Funds
PO Box 7931
Madison WI 53707-7931
1-877-533-5020 (toll free)
Fax 608-267-4549
etf.wi.gov

March 15, 2019

To whom it may concern,

The Department of Employee Trust Funds is writing to inform you of a change that requires you, the governing body of your municipality (Board), to sign and submit an updated resolution to participate in the Wisconsin Public Employers group health insurance program (WPE-GHIP). This will not change the WPE-GHIP that is offered to your employees and retirees. **Please sign and return the attached resolution as soon as possible and no later than October 1, 2019 to continue participation in the WPE-GHIP.**

The reasons for the need of this new resolution are as follows:

1. ETF has created one reference source for the WPE-GHIP. Previously, information was provided in a variety of publications such as: the *Local Health Insurance Employer Administration Manual* (ET-1144), the contract between the Group Insurance Board and the participating health insurance providers (ET-1136) and several employer bulletins. These resources are now combined into the *Local Employer Health Insurance Standards, Guidelines and Administration Manual* (ET-1144).
2. The original resolution the Board signed stated that the Board agreed to abide by the terms of the program set forth in the contract between the Group Insurance Board and the participating health insurance providers. With the movement of those contract provisions to this new employer manual (ET-1144), that resolution is no longer accurate.

Contract provisions that were moved into this employer manual were not materially changed. Signing this agreement does not bind the Board into any new or substantially revised provisions that haven't already been communicated or implemented. The change was motivated by ETF's strategic initiative to provide an improved experience for administrative staff.

If you have questions or comments, please contact ETF at ETFSMBEmployerInsurance@etf.wi.gov or 1-877-533-5020 select option 2 (toll free) or 1-608-266-3285 select option 2 (local Madison area).

Sincerely,

The Department of Employee Trust Funds
Attachment: Resolution ET-1169

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2019, by and between the Village of Jackson, a municipal corporation located in Washington County, Wisconsin (the “Village”), and Premier Rosewood Jackson, LLC and Premier Rosewood Jackson II, LLC, each a Wisconsin limited liability company, with principal office located at 3120 Gateway Road, Brookfield, Wisconsin 53045 (collectively the “Developer”).

RECITALS

WHEREAS, certain lands within the Village were the subject of an Agreement for Public Improvements and Other Matters Relating to D2C/GC JACKSON, LLC, a Phased Development entered into between the Village and D2C/GC Jackson, LLC, a Wisconsin limited liability company (the “Public Improvements Agreement”), pursuant to approvals for the development known as Northwest Business Park - Phase 6 dated December 12, 2017 (now known as Tax Increment District #6) by the Village Board of the Village of Jackson (the “Village Board”); and

WHEREAS, the Developer is the owner of a portion of the lands covered by the Public Improvements Agreement, as legally described in Exhibit “A” attached hereto and incorporated herein by reference (the “Development Parcel”); and

WHEREAS, the Village desires to modify the Public Improvements Agreement and to enter into this Agreement to address the development of the Development Parcel by the Developer in accordance with the Developer’s plan to construct Six (6) – Twelve (12) unit apartment buildings on the Development Parcel (the “Project”) as set forth in Exhibit “B”, attached hereto; and

WHEREAS, the Plan includes the development of public and private improvements as identified in Exhibit “B” attached hereto; and

WHEREAS, the parties agree that the Developer shall be responsible for constructing and installing improvements on the Development Parcel as identified in Section II, Subsections A through D, and all remaining improvements, including without limitation, residential buildings, parking areas, private roadways, and private landscaping. The Development Parcel shall be further defined by a certified survey map (the “CSM”) as approved by the Village Board;

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

SECTION I. TERMINATION OF PRIOR AGREEMENTS

The Village and the Developer hereby agree that the all prior agreements between the Village and the Developer’s predecessors in interest as to the Development Parcel, including but not limited to the Public Improvements Agreement, are hereby terminated and are of no further force or effect.

SECTION II. IMPROVEMENTS

A. Project and Assessments

The Developer shall be obligated to commence construction by not later than April 30, 2020 (the “Construction Commencement Date”) The Developer shall be obligated to complete the construction of, and deliver, not less than Sixty (60) residential units of housing (each a “Unit” and collectively the “Units”) by December 31, 2021 (the “Delivery Deadline”). The Developer hereby waives the right and covenants and agrees not to challenge any assessment that would result in Units being assessed at less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) per Unit. The parties acknowledge that wetlands of less than 10,000 square feet have been identified on the Development Parcel. The Developer has requested that the Army Corp of Engineers determine that the wetlands be deemed non-jurisdictional, such that the Developer can request that the DNR permit the wetlands to be filled. If the Developer is unable to fill the wetlands, the Village and the Developer acknowledge that the location of Buildings 3 and 4 may be slightly modified, consistent with the locations depicted on Exhibit B-1.

B. Internal Driveways and Parking Areas

The Developer shall complete the construction of the binder course of Asphalt for the internal drives and parking areas within the Project prior to the issuance of the occupancy permit for the first building constructed in the Project. All driveways and parking areas within the Project shall be private and shall be maintained by the Developer.

C. Sanitary Sewer

1. Sanitary Sewer service mains and laterals therefrom shall be installed by the Developer to serve the Project.
2. All sanitary sewer main and lateral construction shall be done in accordance with the standard specifications of the Village and shall be completed prior to the application of the first lift of asphalt street paving within the Project.

3. Sanitary sewer connection fees shall be as set forth in Exhibit “E” and shall be paid by the Developer upon the issuance of the building permit for each building to be constructed within the Project.
4. The sanitary sewer main shall be a Public Improvement and shall be dedicated to the Village as provided hereinafter.

D. Water Distribution

1. The Developer shall furnish, construct and install all water mains to serve the Project in accordance with the plans prepared by Robert E. Lee & Associates, Inc.
2. All water main and service lateral construction by the Developer shall be in accordance with standard specifications of the Village and shall be completed prior to the application of the first lift of asphalt street paving within the Project.
3. Water impact fees shall be as set forth in Exhibit “E” and shall be paid by the Developer upon the issuance of the building permit for each building to be constructed within the Project.
4. The water main shall be a Public Improvement and shall be dedicated to the Village as provided hereinafter.

E. Storm Sewer

1. The Developer shall furnish, construct and install a private storm water system to serve the Project in accordance with the plans prepared by Robert E. Lee & Associates, Inc.
2. All storm sewer system 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 within the Project.

F. Erosion Control Plan

The Developer shall prepare and submit for approval by the Village and the Village shall thereafter promptly approve an erosion control plan complying with the provisions of the Village of Jackson Municipal Code.

G. Landscaping

The Developer shall landscape the Project in accordance with the landscape plan approved by the Village Board, attached hereto as Exhibit “C”.

H. Installation of Public Improvements

Upon the Developer’s completion of construction of the Public Improvements, which for the purposes of this Agreement shall be defined to include the water main, fire hydrants and sanitary sewer main installed within the defined utility easements as depicted on the Utility Plan prepared by Robert E. Lee & Associates, Inc. and dated 04/2019, File N. 5915004D, Job No. 591500, a copy of which is attached hereto as Exhibit F, and incorporated herein by reference, the Developer shall deliver to the Village a certificate declaring that the Developer has completed construction of the same. Not later than thirty (30) days following the date of delivery of such certificate, the Village shall prepare and deliver to the Developer a notice of deficiencies setting forth an itemization of all repairs and replacements to the Public Improvements due to the Developer’s failure to install the Public Improvements in accordance with this Agreement. The Developer shall, at the Developer’s expense, complete such repairs and/or replacements set forth in such notice which are the responsibility of the Developer to correct under this Agreement not later than ninety (90) days following the date of delivery of the Village’s notice of deficiency to the Developer. The Developer shall not be obligated to make any repairs or replacements to the Public Improvements which are not specifically required by this Agreement, set forth in the Village’s notice of deficiency and delivered to the Developer in the manner and within the time prescribed in this section. Upon the completion of such repairs and replacements, the Developer shall deliver written notice to the Village certifying completion of the same and declaring the Developer’s intent to thereby dedicate the Public Improvements to the Village. Not later than sixty (60) days following the date of delivery of the Developer’s notice certifying that the deficiencies have been corrected and dedicating the Public Improvements to the Village, the Village shall accept the dedication of the Public Improvements. For all purposes under this section, the date and manner of delivery shall be governed by Section VIII.F.

SECTION III. APPROVAL AND TRANSFER OF PUBLIC IMPROVEMENTS

A. Inspections

All utility construction shall be inspected and tested by the Village Engineer or a consultant retained by him to assure that it complies with all construction and improvement requirements of the Village. Before any sureties are released to the Developer, the Village Engineer shall report the satisfactory completion and recommend acceptance of all improvements to the Board of Public Works and Village Board. The Village Engineer shall review any written requests from the Developer and respond in

writing within 30 days of receiving said letter indicating acceptance or reasons for denial of acceptance of said improvements. The Developer shall pay the actual cost of such inspections as required by Section 38.14(f) of the Village of Jackson Municipal Code (see Exhibit “D”).

B. As-Built

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

C. Dedication

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

D. Acceptance

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

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. As-Built Alterations or Repairs

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

SECTION IV. FINANCIAL GUARANTEE

A. Letter of Credit

Prior to the commencement of construction of the Public Improvements, the Developer shall provide the Village a Letter of Credit, issued by a reputable bank licensed to do business in Wisconsin, issued pursuant to applicable law in a form reasonably acceptable to the Village Attorney for the purpose of assuring the faithful performance of the Developer's obligations with regard to the Public Improvements to be constructed under this Agreement. The amount of the Letter of Credit shall be 115% of the amount of the estimated total for the contracts for the installation of the Public Improvement as agreed to by the Developer and as approved by the Village Engineer. An itemization of the estimated total of the amount of all such contracts shall be set forth at Exhibit E, attached hereto. As the contracts for the installation of the Public Improvements are determined and agreed to by the Developer, the Agreement will be amended by attaching by exhibit setting forth the estimated total for the contracts for the installation of the Public Improvements. The face value of the Letter of Credit shall be reduced monthly by the Village Administrator by the submitted value of the Public Improvements which have been installed and completed. The Letter of Credit shall be released automatically upon the accepted dedication of the Public Improvements in accordance with this Agreement. The Village shall issue such documentation as the Developer and the Developer's lender shall request upon the Village's acceptance of the dedication of the Public Improvements to evidence that the Letter of Credit is reduced, retired, and released.

B. Preservation of Assessment Rights

In the event of a default by the Developer under this Agreement and the expiration of any period which the Developer has to cure any such default, to the extent that (1) the Letter of Credit is in an amount insufficient to cure the Developer's default and (2) there does

not exist any remedy which reasonably cures the Developer's default, the Village shall have the right upon sixty (60) days written notice delivered to the Developer in accordance with Section VIII (F) to impose a special assessment lien on the Property in the amount the Village is entitled to 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 in the event that the Developer fails or refuses to install the same and the Developer fails to timely cure such default following delivery of the notice and expiration of the cure period required under Section VII. This provision also constitutes the Developer's waiver of consent to all special assessment proceedings as set forth in Section 66.0703(7)(b), 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 V. PERMITS AND FEES

A. **Park and Police and Fire Impact Fees**

The Developer agrees that the Park and 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.

B. **Building and Occupancy Permits.**

Notwithstanding anything to the contrary, the Village shall issue occupancy permits for each of the residential apartment buildings substantially completed upon the Property and at such time as such buildings are serviced by the Public Improvements for water, storm and sanitary sewer and the binder course for asphalt is installed.

C. **Insurance Requirements.**

General:

The Developer shall obtain insurance reasonably acceptable to the Village as required under this Section which shall name the Village as an additional insured or loss payee as the Village shall direct. The Developer shall maintain all required insurance under this section until the Village has accepted dedication of the Public Improvements required to be installed under this Agreement, the completion of all Private Improvements which, for

the purpose of this section only, shall be evidenced by the issuance of occupancy permits and during any subsequent period in which the Developer does work under this Agreement pursuant to the Public Improvement Guarantee at Section II (I).

The Developer shall provide to the Village copies of endorsements to the insurance policies required herein, which endorsements shall provide evidence of the coverages required herein. To the extent authorized by law, the Village and the Developer hereby mutually waive any right to recover against each other for any loss or damage due to any risk covered by insurance as set forth herein. All required insurance policies shall provide for a waiver of rights of subrogation against the Village and the Developer. The required insurance shall be provided on a primary/non-contributory basis for the additional insured.

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	\$1,500,000.00 per Bodily Injury Accident & Property Damage (if applicable)
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.

Insurance required by 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 reasonably disapprove of any insurance company.

SECTION VI. 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 (collectively, the “Laws”) which are in effect or may be placed in effect and impact the conduct of the work to be accomplished under this Agreement to construct the Public Improvements and the Private Improvements, exclusive of repairs, replacements and alterations (the “Work”). The Developer shall indemnify and save harmless the Village and its agents, officers and employees, against any claims or liability directly arising from or based on the violation of such laws by the Developer or its principals, agents, employees or contractors, except to the extent as such claims or liability arise by virtue of the negligence or willful misconduct of the Village and any of its agents, contractors, officers or employees. The Developer shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful completion 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, except as caused by the negligence or willful misconduct of the Village or any of its agents, contractors, officers or employees. Where apparent or potential hazards actually known by the Developer occur incident to the conduct of the Work, the Developer shall provide reasonable safeguards.

C. **Indemnification**

The Developer shall indemnify and hold harmless the Villages, its officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney’s fees arising directly from the performance of the Work, provided that any such claim, damage, loss or expense is (1) attributable to bodily injury, death or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused, in whole or in part, by any negligent act or omission of the Developer, or any of its agents, employees or contractors, or anyone for whose acts any of them may be liable; provided, however, that such indemnification shall not extend to the negligence or willful misconduct of the Village or any of its agents, officers or employees or to directions by the Village to its agents, officers, contractors or employees to perform its acts if the acts are performed pursuant to direction. A claim for indemnification under this section shall be conditioned upon the Village delivering to the Developer, within ten (10) calendar days after receiving the same, written notice of any claim made against the Village for which indemnification is sought in accordance with Section VI(C) prior to the later to occur of (1) within one (1)

year after the Village shall accept dedication of the Public Improvements of the Project in accordance with this Agreement or (2) the issuance of occupancy permits for all of the buildings within the Project.

The Village acknowledges that the Project is not subject to the public bidding requirements of Section 66.1333(5)(a)2 and Section 66.0901 of the Wisconsin Statutes, the prevailing wage rate and other provisions of Section 66.0903 of the Wisconsin Statutes, the substance abuse prevention provisions of Section 103.503 of the Wisconsin Statutes, or the payment and performance bond provisions of Section 779.14 of the Wisconsin Statutes. Notwithstanding this acknowledgment, the parties agree that the Developer and the Developer's contractor shall comply with all Laws. The Developer shall hold harmless, indemnify and defend the Village and all of its elected officials, employees and agents against any claims asserted by third parties pursuant to the above-referenced statutory provisions.

D. Personal Liability of Public Officials

In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them hereby, 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.

E. Survey Monuments

The Developer shall exercise all reasonable efforts to assure that all survey or other monuments required by statute or ordinance will be properly placed and installed. Any monuments disturbed during the construction of improvements shall be restored by the Developer.

SECTION VII. DEFAULT

A. Developer Default

1. In the event the Developer fails to timely perform any one or more of its obligations under this Agreement (a "Developer's Default"), the Village shall promptly provide written notice to the Developer to the extent known by the Village of the action or omission constituting the basis for the Developer's Default.
2. The notice set forth in the preceding section shall provide the Developer at least twenty (20) days from the date of the Notice to cure any payment default and at

least forty-five (45) days to cure any other default not related to payment obligations. However, the forty-five (45) day period may be extended to the period of time reasonably necessary to cure the default if the Developer promptly commences activities to cure the default and in good faith diligently pursues such activities to fully cure the default, but in no event shall the period of time to cure the default exceed one-hundred and twenty (120) days from the date of the Village's notice.

3. In the event a Developer's Default is not fully and timely cured by the Developer, the Village shall have all the rights and remedies available at law or in equity.
4. The Village may recover from the Developer all damages, costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the Village related to or arising out of a Developer's Default.

B. Village Default

1. In the event the Village fails to timely perform any one or more of its obligations under this Agreement (a "Village Default"), the Developer shall promptly provide written notice to the Developer to the extent known by the Developer of the action or omission constituting the basis for the Village Default.
2. The notice set forth in the preceding section shall provide the Village at least twenty (20) days from the date of the Notice to cure any payment default and at least forty-five (45) days to cure any other default not related to payment obligations. However, the forty-five (45) day period may be extended to the period of time reasonably necessary to cure the default if the Village promptly commences activities to cure the default and in good faith diligently pursues such activities to fully cure the default, but in no event shall the period of time to cure the default exceed one-hundred and twenty (120) days from the date of the Developer's notice.
3. In the event a Village Default is not fully and timely cured by the Village, the Developer shall have all the rights and remedies available at law or in equity.
4. The Developer may recover from the Village all damages, costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the Developer related to or arising out of a Village Default.

SECTION VIII. MISCELLANEOUS PROVISIONS

A. Easements

All water and sanitary sewers dedicated to the Village on the CSM grant the Village the right to construct, install, maintain, inspect, repair and replace such Public Improvements in, on, over or under the easement area to permit others on behalf of the Village to do so. The easement area shall be reasonably satisfactory to the Developer and shall be confined to the most restricted area necessary to permit the Village or its agents to accomplish the specific purposes of such easement. No use of the Property constituting the easement area shall be made which interferes with the Village's rights pursuant to such easement. The Village shall restore the Property constituting the easement area promptly following any use by the Village to its original condition.

At no additional cost to the Village, the Developer and its successors and assigns agree to sign, acknowledge, and deliver such other instruments, documents, or agreements as may be reasonably necessary in order to fully implement the intent of the easement rights being granted to the Village.

B. Exhibits

- "A" Legal Description of Property
- "B" Site Plan
- "B-1" Alternate Site Plan
- "C" Landscaping Plan
- "D" Section 38-14 of Municipal Code
- "E" Impact, and Connection Fees
- "F" Utility Plan – Sanitary Sewer and Water
- "G" Itemization of Expenses of Public Improvements for Letter of Credit.

C. Approval

The Village shall, contemporaneously with the approval of this Agreement, approve the CSM 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 Chapter 38 of the Village of Jackson Municipal Code.

D. Amendments

This Agreement may be amended only by written agreement signed by the Village and the Developer.

E. **Binding Effect**

The Developer warrants that it is the owner of the Property 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 shall be binding on the Developer and its successor and assigns.

This agreement cannot be assigned by the Developer without the prior written consent of the Village, which consent may be withheld at the Village's sole discretion.

F. **Notices**

All notices, demands, requests, consents or other communications required under this Agreement shall be in writing. All such notices, demands, consents and other communications shall be deemed to have been properly given if by confirmed email or if served in person or if sent by United States first-class mail, return receipt requested, addressed as follows:

If to the Developer:	Premier Rosewood Jackson, LLC 3120 Gateway Road Brookfield, Wisconsin 53045 Attn: Calvin M. Akin Email: cal@pre-3.com
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With a copy to:	Joe A. Goldberger North Shore Legal 13460 N. Silver Fox Drive Mequon, Wisconsin 53097 Email: jagoldberger@nslalaw.com
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If to the Village:	Village Administrator Village of Jackson N168 W20733 Main Street P.O. Box 637 Jackson, Wisconsin 53037 Email: jwalther@villageofjackson.com
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Notices given by telefacsimile or by hand delivery shall be deemed received on the same day given, if prior to 4:00 p.m. on a business day, and notices given by U.S. first-class mail shall be deemed received on the actual day of delivery.

G. **Severability**

Premier Rosewood Jackson II, LLC

Dated: _____

By: _____
Calvin M. Akin. Sole Member

STATE OF WISCONSIN)
 ss
COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, 2019, the above-named Calvin M. Akin to me known to be the person who executed the foregoing instrument and acknowledged the same.

Joe A. Goldberger, Notary Public
My commission is permanent.

Village of Jackson

Dated: _____

By: _____
Michael E. Schwab, President

Dated: _____

By: _____
John M. Walther, Administrator

ACKNOWLEDGMENT

STATE OF WISCONSIN)
 ss
COUNTY OF WASHINGTON)

Personally came before me this ____ day of _____, 2019, the above-named Michael E. Schwab and John M. Walther, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public
Washington County, Wisconsin
My Commission expires: _____

EXECUTION VERSION - PREMIER ROSEWOOD JACKSON – DA

EXHIBIT A

LEGAL DESCRIPTION

SEE ATTACHED

EXECUTION VERSION - PREMIER ROSEWOOD JACKSON – DA

EXHIBIT B

SITE PLAN

SEE ATTACHED

EXECUTION VERSION - PREMIER ROSEWOOD JACKSON – DA

EXHIBIT B-1

ALTERNATE SITE PLAN

EXECUTION VERSION - PREMIER ROSEWOOD JACKSON – DA

EXHIBIT C

LANDSCAPING PLAN

SEE ATTACHED

EXECUTION VERSION - PREMIER ROSEWOOD JACKSON – DA

EXHIBIT D

SECTION 38-14 OF THE MUNICIPAL CODE

SEE ATTACHED

EXHIBIT E

IMPACT AND CONNECTION FEES

CONFIRMATION OF FEES REQUIRED

Water Impact	\$820.00 per unit x 72 units	\$ 59,040.00
Sewer Connection	\$4,000.00 per unit x 72 units	\$288,000.00
Park Impact	\$740.00 per unit x 72 units	\$ 53,280.00
Police and Fire	\$1,280.00 per unit x 72 units	\$ 92,160.00
South Sewer Interceptor Fee	\$129.00 per unit x 72 units	\$ 9,288.00
TOTAL		\$501,768.00

The foregoing fees will be paid upon the issuance of a building permit for each 12-unit building at the rate of \$83,628.00 per building.

EXECUTION VERSION - PREMIER ROSEWOOD JACKSON – DA

EXHIBIT F

UTILITY PLAN – SANITARY SEWER AND WATER

SEE ATTACHED

EXECUTION VERSION - PREMIER ROSEWOOD JACKSON – DA

EXHIBIT G

ITEMIZATION OF EXPENSES OF PUBLIC IMPROVEMENTS FOR LETTER OF CREDIT

SEE ATTACHED

DRAFT MINUTES
Village Board Meeting
Tuesday, June 11, 2019 at 7:30 p.m.
Jackson Village Hall
N168 W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call.

Pres. Schwab called the meeting to order at 7:30 p.m.

Members Present: Trustees Emmrich, Kruepke, Kurtz, Lippold, Malcolm and Olson.

Staff present: Brian Kober, Kelly Valentino, Chief Vossekuil, John Walther and Jilline Dobratz.

2. Pledge of Allegiance.

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

Pres. Schwab requested to move #19 up on the agenda to follow item #8, all Board members agreed.

3. Any Village Citizen Comment on an Agenda Item.

None.

4. Approval of Minutes for the Village Board Meeting of May 14, 2019.

Motion by Tr. Olson, second by Tr. Lippold to approve the Village Board Minutes of May 14, 2019.

Vote: 7 ayes, 0 nays. Motion carried.

5. Public Hearing – Planned Unit Development (PUD) – Culver's / Springfield Sign – Sign

Pres. Schwab opened the Public Hearing.

Vinnie Busalacchi with Culver's, W227 N16880 Tillie Lake Court - Stated they would like to have a new sign as a lot has changed in the last 20 years. The owners of the center want a new sign and it will cut Culver's current sign by half. They are willing to sell them some property for Culver's to have their own sign.

Pres Schwab closed the Public Hearing. This came from Plan Commission with the recommendation to deny. Nothing has changed ordinance wise in the Village since the original sign was installed.

Motion by Pres. Schwab, second by Tr. Kruepke to deny the Planned Unit Development (PUD) – Culver's / Springfield Sign – Sign.

Discussion ensued on proposed future sign, the sign ordinance and violation of ordinance.

Vote: 5 ayes, 1 nay (Tr. Kurtz), 1 abstain (Tr. Lippold). Motion carried.

6. Public Hearing – Planned Unit Development (PUD) – Preliminary Plat – Sales Sign – Development Agreement – Dittmar Realty – Maplewood Farms Single Family Subdivision
Pres. Schwab stated the Development Agreement will not be considered. Pres. Schwab opened the Public Hearing.

Bob Seidel, 3244 Creekwood Circle - Spoke on behalf of the Twin Creeks Subdivision. The concerns of the subdivision are the entrance on Fenceline Road and the use of that road, particularly for heavy trucks. The road has been torn up from landscaping that was done. It is a sensitive road. He would like to know if it was settled on not having sidewalks.

Pres Schwab closed the Public Hearing.

Motion by Pres. Schwab, second by Tr. Lippold to approve the Planned Unit Development (PUD) – Preliminary Plat – Sales Sign – Dittmar Realty – Maplewood Farms Single Family Subdivision.

Vote: 7 ayes, 0 nays. Motion carried.

7. Public Hearing – Planned Unit Development (PUD) – Premier Rosewood Jackson LLC – Development Agreement - Rosewood Lane Multi-Family Development

Pres. Schwab stated the Development Agreement will not be considered. This came from Plan Commission with the recommendation to approve. Pres. Schwab opened the Public Hearing.

Barbara Carbine, N170 W21805 Rosewood Lane – Commented on her concern of the road Rosewood Lane, her special assessment, the number of vehicles on the road and problems with left hand turns from Rosewood onto Highway P. She stated if this passes, the residents should get a credit on their special assessments. She is totally against this plan.

Jared Schmidt with Robert E. Lee, 1250 Centennial Center Boulevard, Hobart – He is the engineer for the project and gave background information on the six buildings including improvements which were incorporated from the discussion at Plan Commission. They listened to the comments made by the Village.

Sherry Schumacher, N170 W21785 Rosewood Lane – Stated she agrees with what Barbara said and is concerned with who is living in the buildings. She has safety concerns, it is becoming more City.

Jim Blise, developer of the property from Design to Construct in Jackson, lives in the Town of Lisbon – Commented the road was designed as an industrial road so car or construction traffic access is not an issue. There are sidewalks and curb on both sides. They have been improving the entire area. This has been worked on for 15 months and from a development standpoint, they have addressed all the engineering aspects of the development.

Sara Hildenbrand with Pre3 – Spoke on the concerns of the residents. They screen their tenants and make sure they aren't causing any problems with the neighbors.

Rebecca Tinlin, N170 W21801 Rosewood Lane – Stated one of the reasons they moved to Jackson was because of the nice access to the City while still feeling like they live in the country. She would rather see residential than factory and hopes they will address things like berms, bushes and trees so they aren't staring at apartments.

Pres Schwab closed the Public Hearing.

Motion by Pres. Schwab, second by Tr. Kruepke to approve the Planned Unit Development (PUD) – Premier Rosewood Jackson LLC – Rosewood Lane Multi-Family Development.

Tr. Olson commented on the concerns of the residents, industrial zoned land and residential traffic. Tr. Lippold spoke on comments that were made and questioned Pre3 regarding the onsite manager not being responsive to issues. Sara Hildebrand stated this is the first she has heard of it and residents can always call the corporate office. Discussion ensued on Cranberry Creek complex issues. Casey Latz spoke on issues at Cranberry Creek; sidewalks were not shoveled last winter, and the bushes are overgrown over the sidewalk. She has spoken to the property manager.

Vote: 4 ayes, 3 nays (Tr. Lippold, Tr. Kurtz, Tr. Emmrich). Motion carried.

8. Resolution #19-14 – Consideration of Resolution Creating Tax Incremental District No. 7, Approving its Project Plan and Establishing its Boundaries.

Jonathon Schatz of Ehlers gave a brief overview of Tax Incremental District No. 7. The proposed Public Safety/Municipal building is not in the TID. There are no developers at this time. Development will be over 20 years and will support all the proposed expenditures. Motion by Pres. Schwab, second by Tr. Lippold to approve Resolution #19-14 - Creating Tax Incremental District No. 7, Approving its Project Plan and Establishing its Boundaries. Vote: 7 ayes, 0 nays. Motion carried.

19. West Bend School District - Update

Don Kirkegaard, Superintendent, commented on the next steps. The earliest a referendum would go forward is next April. The School Board will have to make a decision in January 2020. The issues are not gone, they are still there, and they have to be addressed. He took a tour of all the facilities and everything that is needed to be done to have safe buildings will be done. Last night, at the School Board meeting, there are a group of business people in West Bend that are going to look at the facilities and come up with a recommendation. The group will come back in September or October with information for the Board to consider. They were very pleased with the turnout and support with the last election in Jackson. If they go forward, they have to do a better job in uniting the entire district. He will keep the Village informed of what is happening and thanked everyone for their support.

9. Resolution #19-12 – Authorizing the Sale of Fermented Malt Beverages in Village Parks by Village Officers and Employees.

Kelly Valentino gave background information. The license had always been held through the Friends Group to provide alcohol in the parks. State Statue §125.06(6) allows any officials that work for the Village by resolution or ordinance to be able to serve alcohol. Motion by Pres. Schwab, seconded by Tr. Olson to approve Resolution #19-12 – Authorizing the Sale of Fermented Malt Beverages in Village Parks by Village Officers and Employees. Kelly Valentino commented all her staff has Operator Licenses. Chief Vossekuil has no objections.

Vote: 7 ayes, 0 nays. Motion carried.

10. Resolution #19-13 – Discontinuing Portions of Right-of-Way – Laurel Springs Subdivision.

John Walther provided information, the new development requires a different plat. The resolution will aid Bielinski Builders in replating the north half of the subdivision.

Motion by Pres. Schwab, seconded by Tr. Emmrich to approve Resolution #19-13 – Discontinuing Portions of Right-of-Way – Laurel Springs Subdivision.

Vote: 7 ayes, 0 nays. Motion carried.

11. Approval of Developer Agreement – Laurel Springs Addition #1

Motion by Pres. Schwab, seconded by Tr. Emmrich to approve the Developer Agreement – Laurel Springs Addition #1 as presented.

John Walther staff is comfortable with this and the letter of credit has been built in.

Vote: 7 ayes, 0 nays. Motion carried.

Pres. Schwab requested a recess to sign the documents. Reconvened at 8:35 PM.

12. Approval of Licenses

- Liquor Licenses:

Class "B" Fermented Malt Beverages & "Class B" Intoxicating Liquors:

Jon Zandi, DBA Jackson Pub LLC, N168W20594 Main St; Agent: Jon Zandi, 3207 Division Rd, Jackson WI 53037

KHD LTD, DBA Jimmys Restaurant & Bar, N168W21212 Main St; Agent: Angela Koutsios, N110W16867 Ashbury Cir #2, Germantown WI 53022

Martha E Nimkie, DBA Latest Edition Saloon, N168W20788 Main St; Agent: Martha Nimkie, N168W20788 Main St, Jackson WI 53037

Timothy Scott Holtz, DBA Pizza Station, N168W22224 Main St Ste D; Agent: Timothy Holtz, 1201 W Decorah Rd, West Bend WI 53095

Class "A" Fermented Malt Beverages & "Class A" Intoxicating Liquors:

Fox Bros Piggly Wiggly Inc, W194N16774 Eagle Dr; Agent: Lori M Byon Fox, N67W30952 Golf Rd, Harland WI 53029

K & A Petroleum LLC, DBA East Side Mart, N168W19490 Main St; Agent: Annette Kruepke, W205N17226 Colonial Ln Jackson, WI 53037

K & A Petroleum LLC, DBA Main Street Mart, N168W22224 Main St; Agent: Kurt Kruepke, W205N17226 Colonial Ln Jackson, WI 53037

J & M LTD, DBA The Village Mart, W213 N16770 Glen Brooke Dr; Agent: John H Kruepke, N166W21060 Parkway Dr Jackson, WI 53037

Walgreen Co, DBA Walgreens #11676, N168W21330 Main St; Agent: Michael Rodenkirch, 5205 Peaceful Hills Rd, Hartford WI 53027

• **Operators Licenses:**

- East Side Mart (2019-2020): Daniel Gugg, Jessica Gyuro, Amanda Howell, Bryon Larsh, Joshua Pfeiffer, John Robertson, Melissa Thornton, Lori Yochem
- Fox Bros. Piggly Wiggly (2019-2020): Timothy Gauger, Ronald Limbach, Sita Ly, Haley Roos, Peter Schroeder, Paul Williams
- Jackson Pub (2019-2020): Debra Egerer, Susa Hoppe, Gregory Kitner, Samantha Koenig, Lisa La Pine, Angela Meeks, Michelle Meyer, Jennifer Miller, Christine Sauer
- Jimmy's Restaurant (2019-2020): Bridget Baehring, Eleni Efremidis, Bonnie Ford, Nichole Kassner, Kaitlyn Martell, Dorene McIntosh, Brittany Sturtz, Agnes Turner, Pamela Wolf
- Latest Edition (2019-2020): Dennis Nimkie, Jodi Kulis
- Main Street Mart (2019-2020): Bryan Chuebeyang, Pamela Hildebrandt-Klein, John Linton, Toriano McAfee, Joshua Patten, Keri Schmidt
- Pizza Station (2019-2020): Amber Doede, Amber Wallace
- Village Mart (2019-2020): Shawnie Baerber, Stephanie Cooley, Jeremy Howard, Olivia Huntowski, James Janka, Stephanie Koby, Stephen Mott, Maureen Ott, Carol Purgett, Anthony Schultz, Tanya Zasada
- Walgreen's (2019-2020): Kathleen Brown, Joan Christian, Jennifer Diels, Nancy Edyvean, Kristen Fassbender, Austin Fitzgerald, Diane Gibas, Emily Goddard, David Grandinetti, David Klein, Jennifer Matasek, Dakota Morsovillo, Renata Oswald, Pranitha Patlolla, Rina Ristic, Timothy Schultz, Mark Seip, Rachel Uhren, Robert Woldt

Motion by Tr. Olson, second by Tr. Kurtz to approve all the licenses as presented with the exception of the denial recommended by the Chief of Police.
Vote: 6 ayes, 0 nays, 1 abstain (Tr. Kruepke). Motion carried.

13. Budget & Finance Committee

- No Recommendations

14. Plan Commission

- **Concept Plan – Morning Meadows – Single Family Subdivision**

Bill Carity was present and gave background information. The property is currently located in the Town. The parcel has Cedar Creek going through it and the wetlands have been delineated. He would like to develop about 50 acres. This would have to be annexed into the Village. The adjoining 21-acre parcel is owned by the DNR and it would also have to be brought into the Village. He would like to do this in open ditch with 66-foot-wide streets. The green space would be owned by the HOA.

Motion by Pres. Schwab, second by Tr. Emmrich to approve Concept Plan – Morning Meadows – Single Family Subdivision per Plan Commission recommendation.

John Walther stated he spoke to the DNR. They have no problems with the annexation and they will be a party to it. Water and sewer are already on Sherman Road to the west. He will work with Bill Carity and the DNR on the annexation.

Vote: 7 ayes, 0 nays. Motion carried.

- **Certified Survey Map – Premier Rosewood Jackson LLC – Rosewood Lane Multi-Family Development**

Motion by Pres. Schwab, second by Tr. Kruepke to approve Certified Survey Map – Premier Rosewood Jackson LLC – Multi-Family Development.

John Walther commented this is due to the process of the vacation to Sylvester Cir.

Vote: 5 ayes, 2 nays (Tr. Lippold and Tr. Emmrich). Motion carried.

15. Board of Public Works

- **Review of Maplewood Subdivision Phase 1 – Utility Plans**

Motion by Tr. Olson, second by Tr. Emmrich to approve Review of Maplewood Subdivision Phase 1 – Utility Plans.

Brian Kober commented this is allowing the connection, extending utility to serve the subdivision.

Vote: 7 ayes, 0 nays. Motion carried

16. Joint Parks & Recreation.

- No Recommendations

17. Proposed Public Safety Building - Update

John Walther read a memo from Cedar Corporation. They continue to work with the Option 5 floor plan as approved. The layout has been revised and they continue to work with the departments. Tours have been scheduled for June 18th and the week of June 24th.

18. Departmental Reports.

Parks and Recreation Director Kelly Valentino thanked everyone who helped with Action in Jackson, it was a really successful year. A big thanks to the Kruepke Family for sponsoring an incredible fireworks show. As of yesterday, they had 16,756 views on Facebook that the

Splash Pad is open. The playground is open and Little Tikes has chosen Jackson to be in their catalog spread, they will do a photo shoot in September. Thank you to the Board, the Friends Group and all the departments for their help.

Police Chief Ryan Vossekuil commented Action in Jackson went well for the Police Department, thank you Kelly and her team. Officer Justin Brinks has been promoted to the rank of Sergeant. Grant DeMaa has been hired as a Police Officer, he will start on Thursday.

20. Mid-Moraine Municipal Association Report

No report.

21. Washington County Board Report

County Supervisor Marcy Bishop was present and gave the monthly report from the last meeting on May 8, 2019. They approved to apply for grants for the brown fields and approved the Capital Improvement Program for 2020 to 2024. Assistance at Silver Lake with invasive species was approved. The County is bringing forward, for consideration, to go from an administrative form of government to a County Executive. If it passes County Board by majority vote, we would be voting on a County Executive in the April election.

22. Greater Jackson Business Alliance Report

Brian Heckendorf thanked everyone who helped out at Action in Jackson. The final numbers aren't in yet, but it was one of the best in years. It was very well planned. Thank you to the Kruepkes for the fireworks. The chainsaw art auction worked out very well and they will be back next year. Pres. Schwab thanked the Great Jackson Business Alliance for all their hard work and for all the volunteers. Kelly Valentino thanked Tim Meffert and Randy Matter who got the Business Alliance involved. It's a nice family event.

23. Citizens to Address the Village Board

Casy Latz commented on an article in the West Bend News on the Administrator vs a County Executive. She thinks it will take away from the Board, it's too much power for one person.

Gloria Teifke commented on Premier and Cranberry Creek. Premier takes better care of the outskirts and the lands than the apartment complex. Premier has taken care of trimming numerous times. They have a traffic problem and they have created enough places to park. She feels a good choice was made by allowing them to be there.

Brian Heckendorf commented a County Executive would have too much power. It would be easier to run an agenda item through and he is in favor of maintaining the Administrator.

24. Adjourn.

Motion by Pres. Schwab, second by Tr. Emmrich to adjourn.
Vote: 7 ayes, 0 nays. Meeting was adjourned at 9:09 p.m.

Respectfully submitted:

Jilline Dobratz, *CMC/WCMC*
Village Clerk

Licenses: July 9, 2019

Village Board Meeting

Name	Establishment	Police Chief Recommendation
OPERATOR'S LICENSES		
Nicole E. Frakes	East Side Mart	Approval
Nichole Buth	Latest Edition	Approval
Mari B. Hicks	Latest Edition	Approval
Kelly S. Winterbottom	Latest Edition	Approval
Meghan L. Anderson	Village Mart	Approval
Scott M. Badura	Walgreen's #11676	Approval
Lori A. Ditter	Walgreen's #11676	Approval
Taylor C. Wells	Walgreen's #11676	Approval
TATTOO/BODY PIERCING ESTABLISHMENT LICENSE		
Richard T. Malnory	Event Horizon	Approval
TATTOO/BODY PIERCING OPERATOR'S LICENSES		
Richard T. Malnory	Event Horizon	Approval
Brandi A. Stam	Event Horizon	Approval



JACKSON POLICE DEPARTMENT

N168 W20733 Main Street, Jackson, WI 53037

Integrity - Respect - Courage



RYAN D. VOSSEKUIL
CHIEF OF POLICE

PHONE: (262) 677-4949

FAX: (262) 677-8570

Date: June 24, 2019

To: Village Board

From: Chief Vossekuil *RV*

Ref: Tattoo / Piercing Establishment License Application

Richard Malnory has applied for a tattoo / piercing establishment license. His proposed business is Event Horizon and will be located at W208 N16787 South Center Street.

Village Code Sec. 10-192 requires the police chief to conduct an investigation into the applicant's background. The ordinance specifies the criteria to be evaluated when reviewing the applicant's criminal history:

"The applicant, if an individual, or any of the stockholders, any officers or directors of the corporation, or if the applicant is a partnership, the partners have not been convicted of any crime involving dishonesty, fraud, deceit or immorality as outlined in Wis. Stats. ch. 944 within five years prior to the date of the applications."

I've reviewed the available records related to Mr. Malnory. He has not been convicted of any crime involving dishonesty, fraud, deceit or immorality as outlined in Wis. Stats. Ch. 944 within five years prior to the date of the application.

Memo

To: Board of Public Works

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

Subject: Yard Waste Drop-off Site Fencing Quotes

Date: ~~June 25, 2019~~ July 8, 2019

CC:

The Village of Jackson had requested fencing quotes for the proposed Yard Waste Drop-off Site. There were three quotes received. Below is the breakdown of each quote:

Name of Company	Fence/ Gate	Options	Total
1) Fence Erectors, Inc.	\$24,484.00	\$1,705.00	\$26,189.00
2) Century Fence Company	\$22,725.00	\$2,163.00	\$24,888.00
3) Munson-Armstrong Fence	\$25,313.00	\$0.00	\$25,313.00

The process has been very difficult to recommend a fence company. Two companies Fence Erectors, Inc. and Century Fence gave great ideas on the gate operation and the construction of the fence. Munson-Armstrong Fence has updated their quote for the same grade of metal for the fence and gate compared to the other quotes. Fence Erectors, Inc. is a single company that installs and troubleshoots their projects. Where Century Fence Company subs out the whole project. Future maintenance and card purchase will be less expensive with Fence Erectors, Inc. Also, their proposed software has the capability of tracking 30,000 cards. The other software programs are limited.

If you have any questions, please let me know.

Brian W. Kober, P.E.

PROPOSAL



W196 N7549 F & W Court
Lannon, Wisconsin 53046

VILLAGE OF JACKSON
W194-N1666 EAGLE DRIVE,
P.O. BOX 637
JACKSON, WI 53037

Contact Person: BRIAN KOBER

Telephone: 262-251-5063

Fax: 262-251-9059

fenceerectorsinc@sbcglobal.net

Date: 6/24/19

Phone: 262) 677-0707 Ext. _____

Fax: 262) 677-8710 Cell: (____) _____

We propose to furnish the quantities of FENCE style specified below for shipment to: W194-N1666 EAGLE DRIVE
YARD WASTE SITE

Complete Height: _____ Lineal Feet: _____ Type of Fabric: _____
Gauge Wire #: _____ Mesh of Fabric: _____ Color of Fabric: _____
Top of Fabric Style KNUCKLE TWIST Top Rail Type: _____ O.D. _____
Line Posts: _____ O.D. _____ Post Spacing: _____
Privacy Stripping Type: _____ Color: _____

Sketch of Fence Layout

(____) Gate _____ Wide
(____) Gate _____ Wide
End Post _____ O.D.
End Post _____ O.D.
Gate Post _____ O.D.
Gate Post _____ O.D.
Cor Post _____ O.D.
Cor Post _____ O.D.

BUILDING PERMIT: _____

GROUND: _____

POST INST.: Concrete _____

Driven: _____ Other: _____

GROUND CONDITIONS: Thru Concrete _____

Asphalt: _____ Other: _____

ORNAMENTAL FENCE: Height _____

Style _____

Type _____ Color _____

TEMP FENCE: Height _____

Post Installed _____ Gates _____

Terms _____ Months _____

(Customer Responsible for all DAMAGES to Fence while installed)

Under Ground Locating: _____

OPERATOR: HSLG SLIDE 1HP/230V/1 PHASE

- HEATER IN OPERATOR

- CONTROLLER FOR CARD READER

UP TO 30,000 CARDS W/ REPORTS (EMERGENCY REQUIRED)

2-CARD READERS

1- BOOSENECK STAND 42" HIGH (OUTSIDE)

PHOTO EYE BEAM

REN. EDGE ON TAIL SECTION

2 LOOPS, 1 REN - 1 FREE EXIT (4'x12')

\$ 13,685.00

OPTIONS:

PEX CARDS FOR READER @ 1.55 EA PER BOX OF 25

HAD OPEN SWITCH @ 250.00

RADIO CONTROL RECEIVER @ 350.00

RADIO TRANSMITTERS @ 30.00 EA

4" GUARD POSTS FOR BOOSENECK STAND @ 350.00 EA

ADD'L BOOSENECK STAND @ 600.00

* NO PROGRAMMING OF CONTROLLER OR LINE VOLTAGE
FOR OPERATOR SUPPLIED BY FENCE ERECTORS.

Property Lines Must Be Established By Customer

WE PROPOSE hereby to furnish material and labor-complete with above specifications for the sum of (\$ SEE ABOVE)

Payment to be made as follows: (\$ _____)

Down Payment \$ _____ Monthly Payments ON INVOICE (\$ _____)

Subject to Approval of Loan Application and of the Company

ERECTION: Before erection is begun purchaser is to establish property line stakes and grade stakes and to remove all obstructions that may interfere with the erection. It is assumed that there are no underlying rocks or other unusual conditions and that the fence is to follow the ground line unless otherwise specified; if filling, trenching, post footings of greater depth or diameter, or any other unusual conditions are encountered including underground installations such as electrical conduit, cable, tanks, etc., or if labor other than our erectors is required the purchaser agrees to pay for extra expense of same.

This proposal may be withdrawn by us if not accepted within 30 days. X Authorized Signature

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Signature _____

P.O. # _____ Signature _____

PROPOSAL



W196 N7549 F & W Court
Lannon, Wisconsin 53046

Village Of Jackson
W194-N1660 Eagle Dr.
PO Box 637
Jackson WI 53037

Contact Person: Brian Kober

Telephone: 262-251-5063

Fax: 262-251-9059

fenceerectorsinc@sbcglobal.net

Date: 6-24-19

Phone: (262) 677-0707 Ext. _____

Fax: (____) _____ Cell: (____) _____

We propose to furnish the quantities of FENCE style specified below for shipment to: W194-N1660 Eagle Dr.
Yard Waste Site

Complete Height: 72" Lineal Feet: 150' Type of Fabric: _____
Gauge Wire #: 9 Mesh of Fabric: 2" Color of Fabric: _____
Top of Fabric Style KNUCKLE TWIST Top Rail Type: Round O.D. 1 5/8"
Line Posts: 19 O.D. 2 1/2" SS40 Post Spacing: 8' or Less
Privacy Stripping Type: Lite Link Color: Red wood
Sketch of Fence Layout

1 (Slide) 6' Gate 25' Wide
____ (____) Gate ____ Wide
____ End Post ____ O.D.
____ End Post ____ O.D.
1 Gate Post 3" SS40 O.D.
2 Gate Post 4" SS40 O.D.
1 Cor Post 3" SS40 O.D.
____ Cor Post ____ O.D.

BUILDING PERMIT: _____

GROUND: _____

POST INST.: Concrete X

Driven: _____ Other: _____

GROUND CONDITIONS: Thru Concrete _____

Asphalt: X Other: _____

ORNAMENTAL FENCE: Height _____

Style _____

Type _____ Color _____

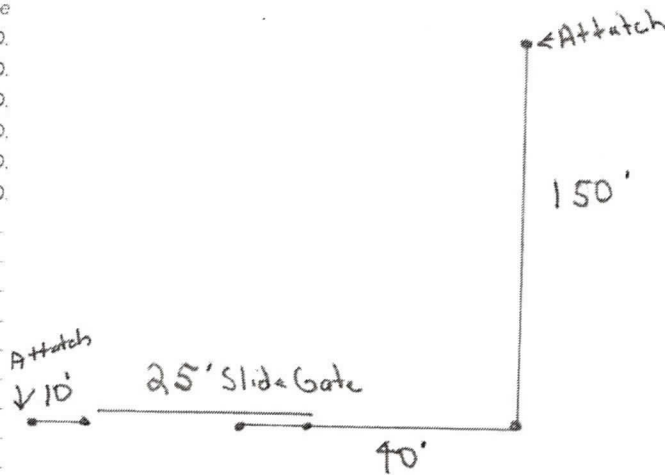
TEMP FENCE: Height _____

Post Installed _____ Gates _____

Terms _____ Months _____

(Customer Responsible for all DAMAGES to Fence while installed)

Under Ground Locating: _____



* Slide Gate To Have Stiffener 2 Full Fabric, Custom Latch
* 8' maximum Post Spacing 4 Load Master II Premium Nylon Rollers With Covers

Property Lines Must Be Established By Customer

WE PROPOSE hereby to furnish material and labor-complete with above specifications for the sum of (\$ 10,799.00)

Payment to be made as follows: (\$ _____)

Down Payment \$ _____ Monthly Payments On Invoice

Subject to Approval of Loan Application and of the Company

ERECTION: Before erection is begun purchaser is to establish property line stakes and grade stakes and to remove all obstructions that may interfere with the erection. It is assumed that there are no underlying rocks or other unusual conditions and that the fence is to follow the ground line unless otherwise specified; if filling, trenching, post footings of greater depth or diameter, or any other unusual conditions are encountered including underground installations such as electrical conduit, cable, tanks, etc., or if labor other than our erectors is required the purchaser agrees to pay for extra expense of same.

This proposal may be withdrawn by us if not accepted within 30 days. X Authorized Signature Dea R. L.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Signature _____

P.O. # _____

Signature _____

TOTAL \$ 24,484.00



SINCE 1917 THE MARK OF PERMANENCE
PO BOX 727, PEWAUKEE, WI 53072-0727

Office (262) 547-3331
Toll Free (800) 558-0507
Fax (262) 691-3463
Cellular (262) 993-5502
gsonnenburg@centuryfence.com

6/21/2019

Phone: 262-677-0707 Fax: 262-677-8770

CF ID: 527025475

Proposal To:

Village of Jackson
Brian Kober
W194 N16660 Eagle Drive
Jackson, WI 53037

Ship To:

W194 N16660 Eagle Drive
Jackson, WI

☒ Installed ☐ Material Only ☒ Prepaid Freight ☐ Freight Collect F.O.B. Job Site **Delivery Schedule:**

Description

Furnish and install 200' of chain link fence without barbed wire, 6' high overall. Fabric shall be 2" mesh, 9 gauge galvanized wire. Line posts shall be 2 1/2" O.D. SS40 galvanized steel pipe and spaced a maximum of 10' on centers. The top rail shall be 1 5/8" O.D. SS20 galvanized steel. 7 Gauge tension wire shall be attached along the bottom of the fence fabric.

Fence and gate fabric shall be filled with bottom lock privacy slats. (Choice of standard colors)

1 - Single slide gate 25' wide by 6' high. Frame shall be constructed of 2-1/2" steel pipe welded at all corners to form a rigid panel.

Includes: 1 - Linear HSLG, 1 H.P. slide gate operator.

- 1 - Photoelectric safety beam in gate opening.*
- 1 - Electronic safety edge system on tail end of gate.*
- 1 - Safety loop on inside of gate. (Saw cut and sealed into asphalt)*
- 1 - Safety loop on outside of gate. (Saw cut and sealed into asphalt)*
- 1 - Gooseneck stand mounted to concrete foundation.*
- 1 - Standalone proximity card/fob reader.*

1 - 3" O.D. SS40 steel pipe Latch posts, 6' high.

1 - 3" O.D. SS40 steel pipe Corner posts, 6' high.

2 - 4" O.D. SS40 steel pipe Gate posts, 6' high.

All posts shall be set in concrete foundations.

Material and Labor: \$17,795.00 (Quote valid for 45 days)

(See options on page 2)

Option #1: 10 Pack of Proximity fobs. Add: \$88.00

Option #2: 100 Pack of proximity cards. Add: \$440.00

Option #3: Line posts set on 8' centers in lieu of 10' Add: \$490.00

Option #4: Furnish and install (1) additional gooseneck stand with standalone proximity reader.

Add: \$895.00

Option #5: Furnish and install (2) 4" O.D. steel pipe bollards with safety yellow PVC bollard covers to protect goose neck stand and proximity reader.

Add: \$740.00

Option #6: Furnish loops in conduit and bury in sub-grade. Add: \$750.00

Option #7: Change card access system to computer tracked system. Add: \$2,875.00

Option #8: Furnish 3" square galvanized frame stiffener welded near top and bottom horizontal rails. (Recommended on gates with slats and gate operator) Add: \$815.00

\$4,930⁰⁰ ADDITIONAL
COSTS THAT IS
IN FENCE ERECTOR'S
BID

Excludes: Locating of private underground utilities.

Rock or fill excavating.

Electrical wiring. (High and low voltage)

Conduit of wiring. (High, low voltage and from operator to loop connection at grade and gooseneck back to gate operator)

Ethernet connection to gate operator/gooseneck stand.

Permits.

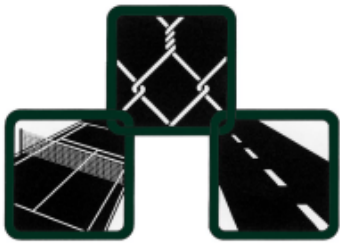
TOTAL \$22,725⁰⁰

Acceptance: This proposal when accepted in writing by purchaser and by Century Fence Company's Main Office becomes a contract between two parties. The conditions on the attached "Terms and Conditions" sheet are made a part of this contract.

Terms of Payment: Net Cash upon receipt of invoice.

Buyer's signature _____ Date _____

Submitted by Greg Sonnenburg
Greg Sonnenburg



MUNSON, INC.
Established 1955

MUNSON FENCE DIV.
MUNSON-ARMSTRONG PAVING DIV.
MUNSON TENNIS COURT DIV.

6747 N. Sidney Place Glendale, WI 53209

Phone: (414) 351-0800 FAX: (414) 351-0879

www.munsoninc.com



PROPOSAL SUBMITTED TO:

Brian Kober
Village of Jackson
W194N16660 Eagle Drive
Jackson, WI 53037
(262)-677-0707

DATE:

July 2, 2019

JOB NAME & LOCATION

Chain Link Fence
New Yard Waste Site Area
W194N16660 Eagle Drive
Jackson, WI

Per your request, we are pleased to quote the following:

- Furnish and install 200' of Chain Link Fence without barbed wire, including (1) gate. Fence to be 6' high overall.
- All terminal posts will be set in 36" deep concrete for frost protection and all unbraced line posts will be driven 36" deep for frost protection.
- Slide gate posts will be set in 48" deep concrete.
- Excavated spoils will be hauled away.
- Fill all fabric with Privacy Decorative Slats. Color to be: (Chosen from standard colors)

SPECIFICATIONS OF NEW FENCE TO BE AS FOLLOWS:

1. All posts, rails and applicable fittings above and below ground, will be zinc coated by the hot-dip process in accordance with ASTM F-1083 A-90, and A-626.
2. **FABRIC:** 2" mesh #9-gauge aluminized steel.
3. **TOP RAIL:** 1-5/8" O.D. SS40 pipe weighing 1.836lbs. per lineal foot.
4. **LINE POSTS:** 2-1/2" O.D. SS20 pipe weighing 3.12lbs. Posts will be spaced a maximum of 10ft. on center.
5. **TERMINAL POSTS:**
END & CORNER POSTS: of 3" O.D. SS20 pipe weighing 4.64 lbs. per lineal foot.
6. **GATE POSTS:** 4" O.D. SS40 pipe weighing 6.56lbs. per lineal foot.
7. **SLIDE GATE:** slide gate: 25' wide by 6' high.
Gate will slide horizontally on external rollers with protective covers attached to the gate posts.
Slide gate frames will be constructed of 2-1/2" O.D. SS40 pipe welded at all corners to form a rigid panel and filled with fabric to match the fence.
8. Fabric to be filled with privacy decorative slats. Color to match fence.

Continued on next page

AUTHORIZED
SIGNATURE: _____

David Richter

David Richter - Sales/Estimator/Project Manager

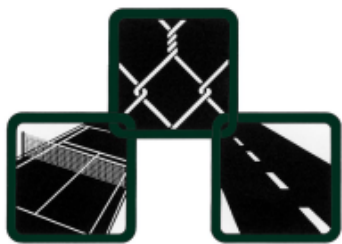
NOTE: This proposal may be withdrawn by us if not accepted within **30** days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and attached Terms and Conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

Date of Acceptance: _____ **SIGNATURE:** _____

-SEE LAST PAGE FOR TERMS AND CONDITIONS-



MUNSON, INC.
Established 1955

MUNSON FENCE DIV.
MUNSON-ARMSTRONG PAVING DIV.
MUNSON TENNIS COURT DIV.

6747 N. Sidney Place Glendale, WI 53209

Phone: (414) 351-0800 FAX: (414) 351-0879

www.munsoninc.com



PROPOSAL SUBMITTED TO:

DATE:

JOB NAME & LOCATION

9. **SLIDE GATE OPERATOR:** Includes.

- 1 Linear HSLG 1HP slide gate operator
- 1 Photoelectric safety beam (gate opening)
- 1 Electronic safety edge system (gate tail)
- 1 Free exit loop
- 1 Safety loop
- 2 Gooseneck stand
- 2 Wiegand Output Proximity Card Readers
- 1 DKS 1838 or Linear Emerge Access Controller (computer Programmed/Tracked)

LABOR AND MATERIAL \$25,313.00

OPTIONS:

- A. 10 pack of Prox Fobs.....Add.....\$88.00
- B. 100 pack of Prox Cards.....Add.....\$438.00

Work by others:

- 1. Power to gate operator
- 2. Conduit from gooseneck stands to gate operator
- 3. Ethernet Connection to Gate Operator required for tracked system & PC for programming (does not need to be dedicated)

NOTES:

- ❖ Munson Inc. will mark all public utilities (gas, water, electric, cable, telephone, etc.). Owner is responsible for marking private lines (lighting, sprinkler, sump pump, propane, invisible dog fence, etc.) prior to arrival of crews. Munson is not responsible for damage to unmarked private lines.
- ❖ Customer is responsible for any necessary permit or variance and for locating fence line.
- ❖ Aluminized steel fence fabric resists rust up to five times longer than galvanized fabric.
- ❖ SS40 pipe uses cold rolled steel to provide high tensile and yield strength, and is triple coated to resist corrosion. It is designed specifically for the fence industry and made in the USA.
- ❖ If pieces of concrete, footings, large rocks/boulders, debris or unstable soils are encountered in the work; an extra fee will be incurred for the removal.
- ❖ Munson Fence Div. of Munson, Inc. warrants all fence material supplied and installed to be free from defects in material and workmanship for (1) [one] year from the date of completion.

AUTHORIZED
SIGNATURE:

David Richter

David Richter - Sales/Estimator/Project Manager

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and attached Terms and Conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

Date of Acceptance: _____ SIGNATURE: _____

-SEE LAST PAGE FOR TERMS AND CONDITIONS-

A. MUNSON, INC. TERMS & CONDITIONS

1. Upon acceptance of this contract, if a cancellation notice is not received in writing within three days of acceptance, Munson, Inc assumes that the owner or owner's agent accepts the work herein described and the terms and conditions of sale herein contained. Any withdrawal of this contract could result in partial billing to reimburse Munson, Inc. for planning, preparation, and materials already ordered or installed on the job site.
2. This contractor is not responsible for damage to or injuries caused by any privately (not installed by a Public Utility) placed underground wires, pipes, sewers, conduits, obstructions or restrictions. The owner or his agent agrees to indemnify and hold harmless Munson Fence Div./Munson-Armstrong Paving Div., Munson Inc. from any and all claims, liabilities, costs and expenses whatsoever arising from above.
3. Property owner is responsible for any necessary permits or variances, unless specifically noted in the contract.
4. **The contract does not contemplate the encountering of underlying rock, concrete, wood or other unsuitable materials or unusual conditions during excavation. Should these conditions be encountered the owner shall be charged for the extra work incurred.**
5. The contract does not contemplate "frost-digging" conditions, unless specifically stated in this contract. Should owner require installation during such conditions, an additional charge will be made based on the actual time and equipment required to complete the installation.
6. Any alteration or deviation from stated specifications involving extra costs will become an extra charge over and above original contract. Any such alteration or deviation from stated specifications will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay to Munson, Inc. an extra charge over and above the original contract price for performance of the requested change order.
7. If, after notification, Munson, Inc. is unable to complete its work due to unmoved vehicles or obstructions, Munson, Inc. may bill for additional trip charges or vehicle towing charges.
8. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.
9. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices.
10. All labor and material is conclusively accepted as satisfactory unless this contractor is notified in writing within 72 hours after the work is performed.
11. Any claim for property damage is conclusively waived unless this contractor is notified in writing within 72 hours of the occurrence.
12. Munson, Inc. is not responsible for damage to existing concrete or asphalt due to normal construction equipment traffic.
13. Site restoration from excavation, such as backfilling edges or post footings, is not included unless specifically noted in the contract.
14. Prior to the commencement of the work of Munson, Inc., the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the work of Munson, Inc. If Munson, Inc. is directed to commence its work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Munson, Inc. commencing any of its work before any others have completed their work.
15. All agreements are contingent upon strikes, accidents or delays beyond our control with examples such as labor disputes, fire, unusual delay in transportation of materials, equipment or personnel, adverse weather conditions, unavoidable casualties or any cause beyond the control of Munson. If so then any agreed contract completion time should be extended for such reasonable time the parties may determine.
16. Unless stated in the contract, terms of payment are net 15 days. Any past due balances shall be subject to the current legal interest charge per month.
17. Owner shall reimburse Munson Inc. for any expense incurred by Munson Inc. in protecting or enforcing its rights under this agreement including, without limitation, reasonable attorney's fees and legal expenses (and, if appropriate, all expenses of taking possession, holding, preparing for disposition and disposing of any collateral). This includes any expenses incurred before and after the commencement of any litigation to protect or enforce its rights under this agreement, including all appeals.
18. This contract will be construed and enforced in accordance with the laws of the State of Wisconsin.

B. ADDITIONAL TERMS AND CONDITIONS FOR MUNSON FENCE DIV.

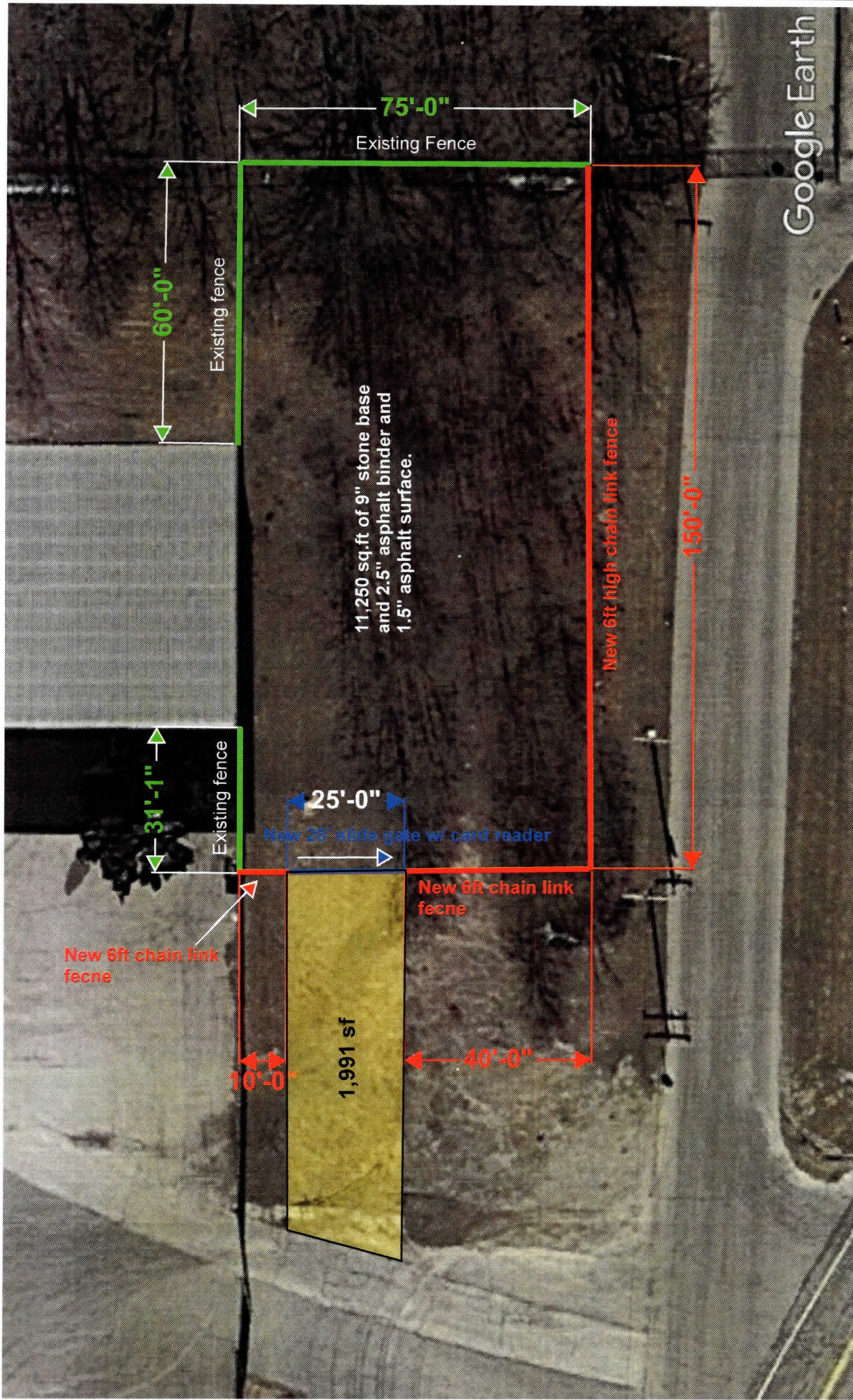
1. All property lines and grades are to be established by the owner. Fence is to follow ground lines unless otherwise provided for in this contract.
2. Obstructions of every nature, which in any manner interfere with the erection of fence shall be removed by the owner prior to commencement of work, unless otherwise provided for in this contract.
3. On all jobs where Munson Fence Div. installs or supplies "Razor Ribbon", owner or agents of the property will hold Munson Fence Div./Munson, Inc. harmless in any way from claims, liabilities or injuries.
4. Gate Operator Systems: End user to understand the operations and safety systems of the unit.

C. ADDITIONAL TERMS AND CONDITIONS FOR MUNSON-ARMSTRONG PAVING DIV.

1. **MUNSON-ARMSTRONG PAVING DIV. DOES NOT WARRANT AGAINST CRACKS SINCE THEY WILL APPEAR IN ALL PAVEMENTS.**
2. A 1-1/2% slope or greater is necessary for surface drainage of asphalt paving; 1% for concrete paving. If the owner directs construction of the subgrade, base or paved surface that results in a lesser slope, this contractor does not warrant satisfactory surface drainage.
3. Salt or melting compounds should not be applied to concrete paving for 12 months after installation. Any pitting or peeling resulting from such application will not be warranted by this contractor.
4. Due to the fact that ready mixed concrete is composed of all natural materials, Munson Inc cannot warrant against premature discoloration or color variation from load to load.
5. Material will not be placed on a wet, unstable, or frozen subgrade. A suitable subgrade shall be furnished by the contractor as a condition precedent to the performance of this contract.
6. The catch basin price is based upon the existing sewer lateral at the property line being in serviceable condition. Should it be necessary to connect to the street sewer line, owner shall be charged for the extra work incurred.
7. Sealer adhesion cannot be guaranteed on pavement with pre-existing sealcoat flaking, pavement located under tree canopies, over petroleum spillage, has alligator/spider cracking or low areas that puddle.

LIEN NOTICE

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (CONTRACTOR) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON THE OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."



New yard waste site chain link fence and slide gate with card reader. Excavation and installation of stone base and asphalt along with an option for a drive that includes the excavation and asphalt.



 MUNSON FENCE DIV.
 MUNSON-ARMSTRONG PAVING DIV.
 MUNSON TENNIS COURT DIV.
www.munsoninc.com

MUNSON, INC.

Village of Jackson
W194N16660 Eagle Drive
Jackson, WI 53037

THESE SPECIFICATIONS & DRAWINGS ARE PROPERTY OF
MUNSON, INC. & MAY NOT BE REPRODUCED, COPIED OR USED
FOR COMPETITIVE BIDS WITHOUT PRIOR WRITTEN PERMISSION

DATE: REV:

Memo

To: Board of Public Works
From: Brian W. Kober, P. E., Director of Public Works
Subject: Yard Waste Drop-off Site Paving Quote
Date: June 21, 2019
CC:

The Village of Jackson has received two quotes for paving the Yard Waste Site. The two quotes were from Johnson & Sons Paving Co, and Munson-Armstrong Paving. Below is the breakdown of each quote:

	Name of Company	Yard Area	Driveway
1)	Johnson & Sons Paving Co.	\$48,180.00	\$8,400.00
2)	Munson-Armstrong Paving	\$48,291.00	\$8,500.00

Johnson & Sons Paving Co. has completed paving projects for the Village of Jackson in the past. Staff recommends hiring Johnson & Sons Paving Co. to pave the yard waste site for the total amount of \$56,580.00.

If you have any questions, please let me know.

Brian W. Kober, P.E.



Johnson & Sons Paving Co.
20275 W Good Hope Rd
Lannon, WI 53046

Johnson & Sons Paving Co.
20275 W Good Hope Rd
Lannon, WI 53046
Phone: 262-251-5585
Fax: 262-251-3477
Web: www.johnsonandsonspaving.com

QUOTE #: 26968

Job Site: Misc Repairs Village of Jackson
N168W20733 Main Street, PO Box
637
Jackson, WI 53037

Send To:
Brian Kober
Village of Jackson
N168W20733 Main Street, PO Box
637
Jackson, WI 53037

Proposal Date: 05/06/2019
Sales Person: Greg Marcotte
Net Terms: Due Upon Completion
Phone #:
Mobile #: 414-333-9696
Email: dirpubwks@villageofjackson.com

Service: Misc Repairs Village of Jackson- 2019

Price

Fine Grade and Pave \$12,680.00
Office: 3998 SF

This proposal is based on 3998 square feet of asphalt grade and pave.

Fine grade the existing stone base.

Construct a 4" compacted hot mix asphalt pavement in two lifts consisting of 2" binder course lift and 2" surface course lift.

*to be saw cut by others.

Excavate Base Fine Grade & Pave \$48,180.00

Excavate _11250_ SF of the existing sub base to a depth of _13_" and remove from the site. All materials removed from site are 100% recycled.

Install _9_" of crushed aggregate base course.

Fine grade, water and compact the aggregate base course.

Construct a _4_" compacted hot mix asphalt pavement in two lifts consisting of _2.5_" binder course lift and _1.5_" surface course lift.

Excavate Base Fine Grade & Pave \$8,400.00

Excavate _1991_ SF of the existing sub base to a depth of _13_" and remove from the site. All materials removed from site are 100% recycled.

Install _9_" of crushed aggregate base course.

Fine grade, water and compact the aggregate base course.

Construct a _4_" compacted hot mix asphalt pavement in two lifts consisting of _2.5_" binder course lift and _1.5_" surface course lift.

While on site for the base bid above.

Important Notes: This proposal is good for 30 days.

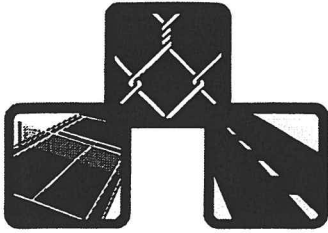
Estimate #: 26968

Johnson & Sons Paving Co.
Greg Marcotte
gmarcotte@johnsonandsonspaving.com
(262) 895-9319

Please review attached terms and conditions.

That in consideration of Johnson & Sons Paving , extension of credit to the above described customer, the undersigned personally agrees and guarantees to pay any balance due from the customer and any and all expenses, including court costs, legal and administrative expenses and attorney fees paid or incurred by Johnson & Sons Paving endeavoring to collect the sums owed by customer.

Customer Signature: _____ Date: _____



MUNSON, INC.
Established 1955

**MUNSON FENCE DIV.
MUNSON-ARMSTRONG PAVING DIV.
MUNSON TENNIS COURT DIV.**

6747 N. Sidney Place Glendale, WI 53209

Phone: (414) 351-0800 FAX: (414) 351-0879

www.munsoninc.com



PROPOSAL SUBMITTED TO:

Brian Kober
Village of Jackson
W194N16660 Eagle Drive
Jackson, WI 53037

DATE:

March 5, 2019

JOB NAME & LOCATION

Asphalt Work
New yard waste site area
W194N16660 Eagle Dr
Jackson, WI

(262)-677-0707

Please accept our proposal to furnish all necessary labor, equipment and material for the asphalt work of the above job. Area involved is approximately 11,250 Sq. Ft. Work to include:

NEW YARD

- Excavation and rough grade area to provide proper pitch.(by others)
- Vibratory compact the subgrade.
- Install 9" of crushed limestone base.(Approximately 591 tons of stone).
- Fine grade and vibratory compact the stone base.
- Tack area with CSS-1 for adhesion of new asphalt to existing asphalt/binder
- Pave with 4" of asphaltic concrete (2.5" of Grade #2 19.0mm binder course approximately 172 tons) and 1.5" of Grade #4 9.5mm surface course approximately 103 tons). (After compaction depth.)

LABOR AND MATERIAL \$48,291.00

OPTION: driveway (1991 square feet)

- Excavation and rough grade area to provide proper pitch.(by others)
- Vibratory compact the subgrade.
- Install 9" of crushed limestone base.(Approximately 105 tons of stone).
- Fine grade and vibratory compact the stone base.
- Tack area with CSS-1 for adhesion of new asphalt to existing asphalt/binder
- Pave with 4" of asphaltic concrete (2.5" of Grade #2 19.0mm binder course approximately 30 tons) and 1.5" of Grade #4 9.5mm surface course approximately 18 tons). (After compaction depth.)

ADD \$8,500.00

Notes on next page:

AUTHORIZED
SIGNATURE:

David Richter

David Richter - Sales/Estimator/Project Manager

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications
And attached Terms and Conditions are satisfactory and hereby accepted.
You are authorized to do the work as specified.

SIGNATURE: _____

Date of Acceptance: _____ **SIGNATURE:** _____

-SEE LAST PAGE FOR TERMS AND CONDITIONS-

DRAFT Minutes
Board of Public Works Meeting
Tuesday, June 25, 2019 at 7:00 p.m.
Jackson Village Hall
N168 W20733 Main Street

1. Call to Order and Roll Call.

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

Members present: Brian Heckendorf, Tr. Lippold, Sarah Malchow, Tr. Malcolm, and Gloria Teifke

Members excused: Chair Olson and Dan Leonard

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

2. Approval of the Board of Public Works Minutes of May 28, 2019.

Motion by Tr. Lippold, second by Sarah Malchow to approve the Board of Public Works minutes of May 28, 2019.

Vote: 5 ayes, 0 nays. Motion carried.

3. Resolution #19-16 Adopting 2018 CMAR Jackson Sewer Utility.

Brian Kober reviewed the annual report. The plant received a grade point average of 3.92 out of 4 which is an A rating.

Motion by Brian Heckendorf, second by Tr. Lippold recommend Village Board approve Resolution #19-16 Adopting the 2018 Compliance Maintenance Annual Report for the Jackson Sewer Utility.

Vote: 5 ayes, 0 nays. Motion carried.

4. Review of REU Calculation for St. Joseph Hospital Ambulatory Surgery Center Addition.

Brian Kober explained St. Joseph's Community Hospital is building onto the hospital with an Ambulatory Surgery Center. The Jackson Sewer and Water Utilities have reviewed proposed increased flows for the hospital addition. They estimated an increase of five Residential Equivalent Units (REUs) which equals to 300 gallons per day. The current water usage average is at about 100 REUs, and the Hospital has purchased a total of 108 REUs during a previous addition. The current water usage is under the purchased REU total so no extra REUs are needed to be purchased at this time. The Jackson Utilities will continue to monitor the water usage if future purchases are necessary. The hospital is not asking for an increase of water pressure for the addition.

Motion by Tr. Malcolm, second by Sarah Malchow recommend Village Board accept the review of REU Calculation for St. Joseph Hospital Ambulatory Surgery Center Addition.

Vote: 5 ayes, 0 nays. Motion carried.

5. Review of US Cellular Antenna Reconfiguration – White Water Tower.

Brian Kober commented the intent from US Cellular is to move six radio units from their shelter to the top of the tower near their antennas. They would also like to remove six

lines of coax and replace them with one hybrid line and a small Raycap Junction box. US Cellular will be proposing a new lease agreement.

Motion by Tr. Lippold, second by Brian Heckendorf to refer review of US Cellular Antenna Reconfiguration – White Water Tower to the next Board meeting.

Vote: 5 ayes, 0 nays. Motion carried.

6. Discussion on Jackson Park Alley Reconstruction Project

Brian Kober meet with the property owners last Wednesday. The project will be put out for bid on July 11, 2019 and July 18, 2019 for discussion at next month's meeting.

7. Review of Quotes on Creating a Yard Waste and Drop-Off Site.

Brian Kober received three quotes from fencing companies. The low bid is Century Fence Company who subs out the whole project. Fence Erectors, Inc. is a single company that installs and troubleshoots their project. Future maintenance and card purchase will be less expensive with Fence Erectors, Inc. Brian Heckendorf clarified the yard waste and drop-off site area. Brian Kober explained the current yard waste pick up schedule. The drop-off site will be for residents who want to bring bags and brush to the yard themselves. This will save the Streets Department from picking up bags. Discussion on the possibility of charging for yard cards. These are capital expenses. Motion by Tr. Lippold, second by Gloria Teifke to recommend to Budget & Finance and Village Board to accept the quote from Fence Erectors, Inc. for the fence/gate at the Yard Waste Drop-off Site in an amount not to exceed \$24,484.00.

Vote: 5 ayes, 0 nays. Motion carried.

Motion by Brian Heckendorf, second by Tr. Lippold to recommend to Budget & Finance and Village Board to accept the quote from Johnson & Sons Paving Co. in an amount not to exceed \$56,580.00.

Vote: 5 ayes, 0 nays. Motion carried.

8. Discussion of Village Informational Signs.

Brian Kober reviewed the two sign quotes. Next the Village will need to apply for a permit from the WisDOT to install the signs in the State Highway 60 right of way. The WisDOT might not allow eight items on a sign.

Motion by Tr. Lippold, second by Tr. Malcolm to refer discussion of Village Informational signs to the next meeting for staff to pursue the signs with the WisDOT.

Vote: 5 ayes, 0 nays. Motion carried.

9. Director of Public Works Report.

Brian Kober gave the report. Laurel Springs started on June 24th. Maplewood Farms development is proceeding with a pre-construction meeting on June 26th. The Hickory Park Playground project has had great reviews and is very popular. Little Tikes is going to use the playground in their national catalog. The Splash Play is very busy.

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

Vote: 5 ayes, 0 nays. Motion carried.

10. Citizens/Village Staff to Address the Board.

None

11. Adjourn.

Motion by Tr. Lippold, second by Brian Heckendorf to adjourn.

Vote: 5 ayes, 0 nays. Meeting was adjourned 7:37 p.m.

Respectfully submitted,

Jilline Dobratz, *CMC/WCMC*
Village Clerk

DRAFT

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

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

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	<u>Engineering Review - Infrastructure</u>		
			15) Grading/Drainage Plan	4 (24x36)	XXX
PRELIMINARY PLAT	\$300	1,2,3,5,6,9,15,16,17,18	16) Water / Sewer / Storm Sewer Plans	4 (24x36)	XXX
			17) Street / Right of Way cross sections	4 (24x36)	XXX
FINAL PLAT / Final Plat Reappl..	\$100	1,2,3,5,6,9,15,16,17,18,20	18) Erosion Control Plan	4 (24x36)	XXX
			19) Proposed colors / materials		XXX
ANNEXATION / ATTACHMENT	\$200	1,2,3,4,5,6,11,12,21	20) Developers Agreement		XXX
			21) Annexation Agreement (includes pre-annex agreements)		XXX
STREET EASEMENT/ VACATION	\$150	1,2,3,4,6,9	22) other -		XXX
VARIANCE	\$150	1,2,3,4,6,7			
* Labels	\$25		If not included with submittal & prepared by the Village.		

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

Name KURT HENNING Signature [Signature] Date MAY 18, 2019

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

C Applicant VILLAGE OF JACKSON

VILLAGE OF JACKSON

☐ Special Use ☐ Conditional Use ☐ Planned Unit Development Permit # _____

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

Permit to:

Name of Business/Applicant: JACKSON DEVELOPMENT

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

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

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

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

Hours of Operation: _____

Comprehensive/Master Plan Compatibility: PHASING OF STONEWALL PROJECT

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

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

Screening/Buffering: _____

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

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

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

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

Storm-water Management: IN EXISTING STORMWATER MASTER
PLAN

Erosion Control: PER VILLAGE AND STATE CODES

Fire Hydrant Location(s): INSTALLED ALREADY

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

Hazardous Material Storage: N/A

Alarm Systems: N/A

Site Features/Constraints: RESIDENTIAL CONDO DEVELOPMENT

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

Tree and shrub preservation: N/A OPEN LAND

Setbacks/height limitations: IN COMMON CONDO DEVELOPMENT

Wastewater Usage Projected: RESIDENTIAL gal/year
USE

Water Usage Projected: RESIDENTIAL gal/year
USE

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

TERMS OF THIS PERMIT

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

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

John Walther, Administrator

_____, Owner
Please print name

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

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

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

1. **Application Form: Must be submitted on CD.**
2. Letter of Intent: What you are requesting in your own words. (Be brief)
3. Mailing Labels: It is your responsibility to provide the Village with current owner addresses. If mailed notification is required for your application, an incorrect address may cause you a delay. If the Village prepares the labels for you, there will be an additional charge of \$25.00
4. Proof of Property Ownership: A copy of a deed, tax notice, title insurance policy (first page), recorded plat, etc.
5. Impact Statement: In general, the following points represent most of the topics to be addressed in the impact statement. Specific points will be designated at the pre-submittal conference by staff.
 - A. Annual water consumption estimate (100% occupancy and build-out)
 - B. Annual sewage generation estimate (100% occupancy and build-out)
 - C. Vehicle trip generation (trips per day per unit x number of units)
 - D. Estimated numbers of vehicles and recreational vehicles to be stored and/or parked on site.
 - E. Proposed sign(s) (advertising business, industry, dwelling unit)
 - F. General hours of operation
 - G. Anticipated user profiles (for residential developments)
 - H. Proposed dates of construction and completion
 - I. Unusual conditions which warrant special attention (hazardous materials storage, fire hazards, odors, noise generation, etc.
6. Location Map: Show where the site is relative to a Village map.
7. Development Plan: Shows entire proposal on the site. Includes edge of pavement and/or back of the curb line, sidewalks (existing and proposed), footprints of the structure, drives, parking spaces and fencing, locations of accessory uses, dimensions, etc. Landscape plans and water/sewer/storm plans may be shown combined on the plan if the composition is easily read and understood.
- 8/9. Plat Map: Prints of the preliminary and final (recordable plat), with proper signature blocks.
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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.

EXISTING APPROVED PLAN

HIGHLAND MEADOWS

PHASE 2

BLDG #1

BLDG #2

BLDG #3

BLDG #4

BLDG #5

BLDG #6

BLDG #7

BLDG #8

BLDG #9

BLDG #10

BLDG #1039 36 UNITS (EXISTING)

HIGHLAND MEADOWS

GEORGETOWN DRIVE

HIGHLAND LINE DELINEATED 4/28/04 BY FROBES & ASSOC.

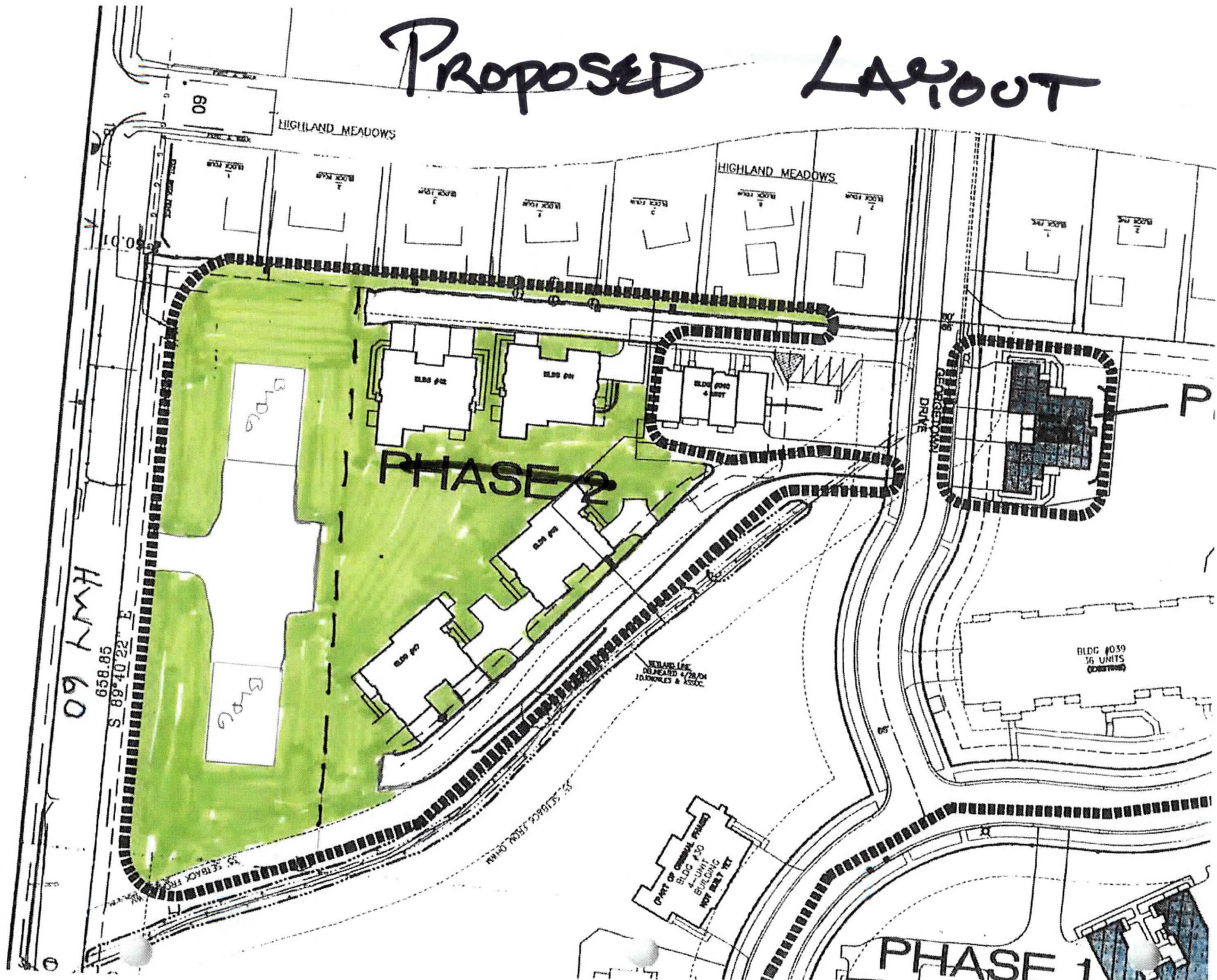
CHART OF ORIGINAL PLANS BLDG #20 4-UNIT BUILDING NOT BUILT YET

PHASE 1

658.85

S 89°40'22" E

PROPOSED LAYOUT



EXISTING APPROVED PHASE 1 LAYOUT



PROPOSED LAYOUT



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

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

ACTION REQUESTED	FEE	SUBMITTAL REQUIREMENTS	TYPE OF INFORMATION DESCRIBED (See page 5)	PAPER COPIES	ZIP DRIVE (USB)
CONCEPT PLAN	\$50	1,2,6,13	1) Complete Application (all pages)		XXX
			2) Describe what you intend to do (paragraph)		XXX
CONDITIONAL USE	\$150	1,2,3,4,5,6,7,14,15,16,18,19,20	3) Address Labels of adjacent owners to be notified (500' / 200')	labels	
			4) Owner acknowledgement of the request	1	
PLANNED UNIT DEVELOPMENT	\$150	1,2,3,4,5,6,7,8,9,10,14,15,16,17,18,20	5) Impact Statement		XXX
			6) Location Map		XXX
REZONING	\$200	1,2,(3),4,6,9 or 10 (500' for rezoning 200' for Cond. Use or PUD Site Plan)	7) Development Plan / Site Plan		XXX
			8) Preliminary Plat		XXX
CERTIFIED SURVEY MAP (CSM)	\$150	1,2,3,6,10,20	9) Final Plat		XXX
			10) Certified survey Map		XXX
MINOR SUBDIVISION	\$150	1,2,3,5,6,10,15,16,17,18,20	11) Annexation Petition		XXX
			12) Annexation Map	1	XXX
Extra-territorial Plat or CSM	\$150	1,2,6,9 / 10	13) Sketch Plan		XXX
			14) Landscape Plan	4 (24x36)	XXX
Extra-territorial Plat outside Sanitary Service Area	\$50	1,2,6,9 / 10	Engineering Review - Infrastructure		
			15) Grading/Drainage Plan	4 (24x36)	XXX
PRELIMINARY PLAT	\$300	1,2,3,5,6,9,15,16,17,18	16) Water / Sewer / Storm Sewer Plans	4 (24x36)	XXX
			17) Street / Right of Way cross sections	4 (24x36)	XXX
FINAL PLAT / Final Plat Reappl..	\$100	1,2,3,5,6,9,15,16,17,18,20	18) Erosion Control Plan	4 (24x36)	XXX
			19) Proposed colors / materials		XXX
ANNEXATION / ATTACHMENT	\$200	1,2,3,4,5,6,11,12,21	20) Developers Agreement		XXX
			21) Annexation Agreement (includes pre-annex agreements)		XXX
STREET EASEMENT/ VACATION	\$150	1,2,3,4,6,9	22) other -		XXX
VARIANCE	\$150	1,2,3,4,6,7			

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

Name William E. Holz Jr Signature [Signature] Date 6-7-19

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

VILLAGE OF JACKSON

☐ Special Use ☐ Conditional Use ☒ Planned Unit Development

Permit # _____

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

Permit to:

Name of Business/Applicant: William E. Holz Jr and/or Brend A. Holz

For a property located at (address): CSM 6795

Phone number of Business/Applicant: 262 364 4933

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

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

Hours of Operation: NA

Comprehensive/Master Plan Compatibility: Same

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

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

Screening/Buffering: as existing

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

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

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

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

Storm-water Management: as per existing

Erosion Control: not needed at this time

Fire Hydrant Location(s): as per existing

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

Hazardous Material Storage: none

Alarm Systems: not at this time

Site Features/Constraints: no known constraints, vacant land

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

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

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

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

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

TERMS OF THIS PERMIT

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

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

John Walther, Administrator

_____, Owner
Please print name

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

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

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

1. **Application Form: Must be submitted on a Zip Drive (USB).**
2. Letter of Intent: What you are requesting in your own words. (Be brief)
3. Mailing Labels: It is your responsibility to provide the Village with current owner addresses. If mailed notification is required for your application, an incorrect address may cause you a delay.
4. Proof of Property Ownership: A copy of a deed, tax notice, title insurance policy (first page), recorded plat, etc.
5. Impact Statement: In general, the following points represent most of the topics to be addressed in the impact statement. Specific points will be designated at the pre-submittal conference by staff.
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Scope of new CSM for Holz / Highland Road

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

Lot #1 = see area in orange

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

Lot #2 = see area in yellow

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

Lot #4 = see area in purple

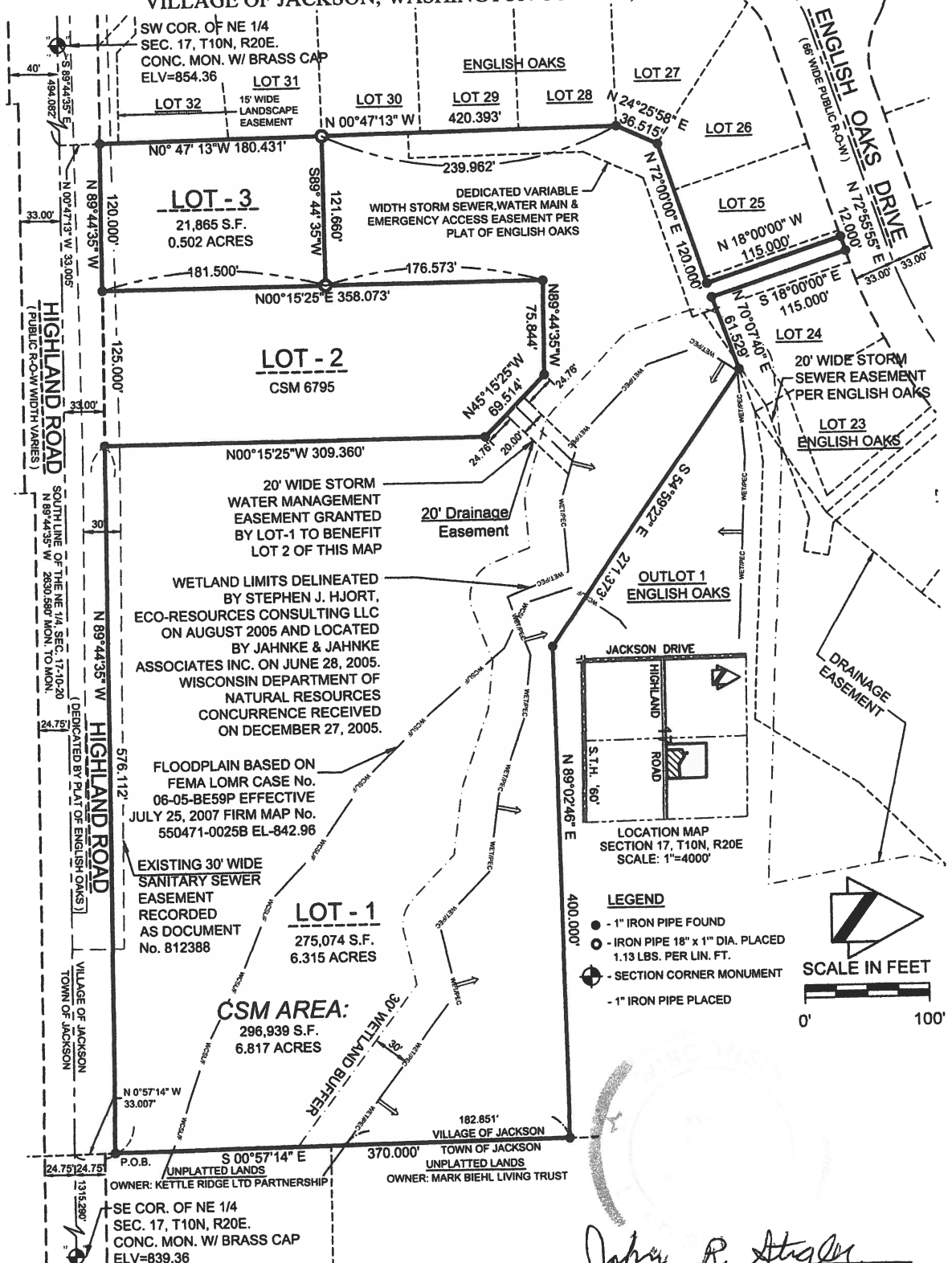
- This is a newly created lot
- This lot was purchased by Jeff & Tiffany Baken the owners of the home in English Oaks Lot #25 that abuts Lot 4 to the North (see area marked in red)
- This lot has covenants on it that do not allow a dwelling unit to be constructed on the property
- An access easement,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

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

CERTIFIED SURVEY MAP NO. _____

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

VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN



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

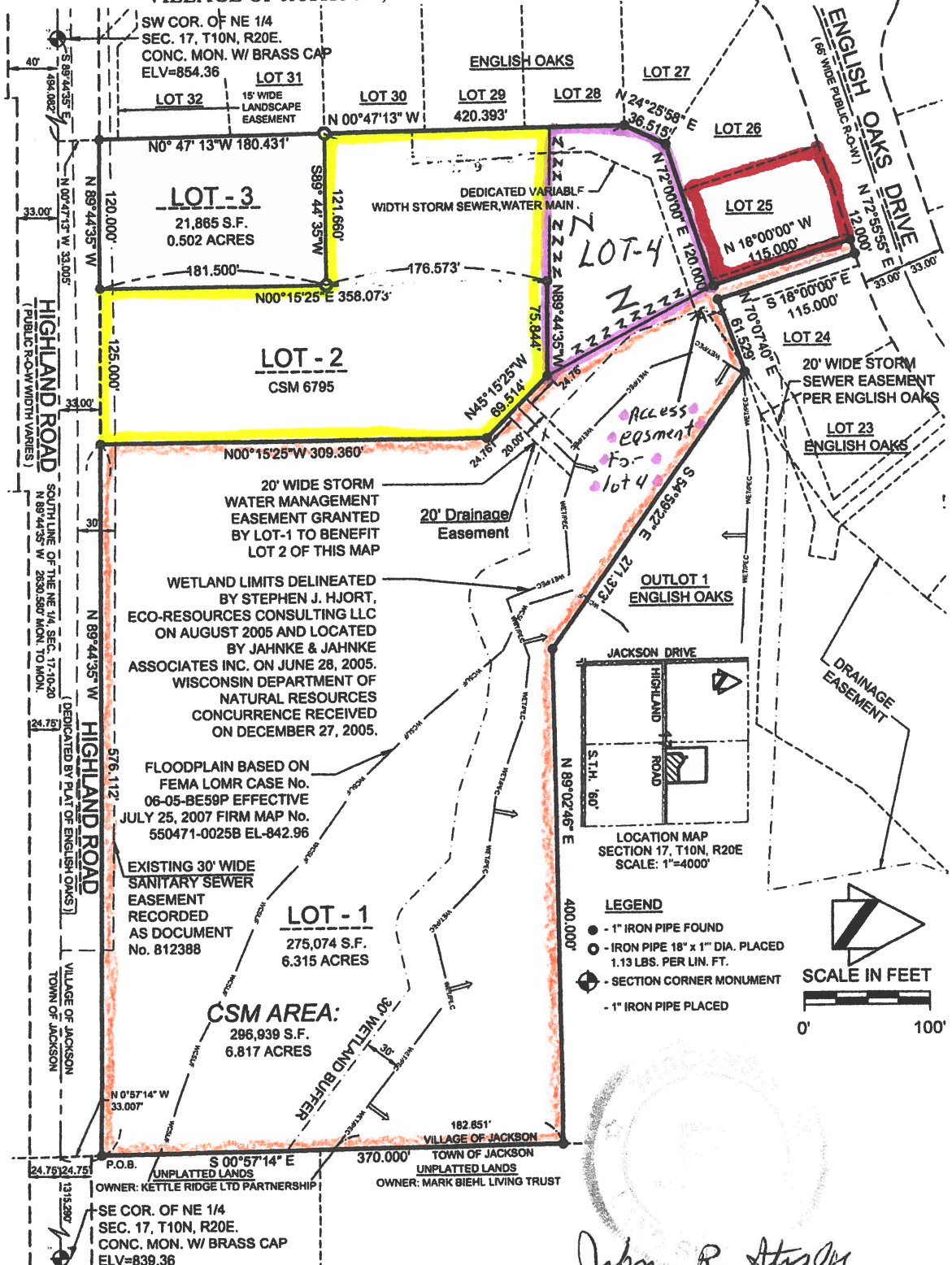
John R. Stigler
JOHN R. STIGLER - Wis. Reg. No. S-1820
DATED this 3rd DAY of NOVEMBER, 2017
REVISED THIS 18th DAY of MARCH, 2019
INSTRUMENT DRAFTED BY JOHN R. STIGLER

CERTIFIED SURVEY MAP NO. _____

Sheet 1 of 4

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

VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN



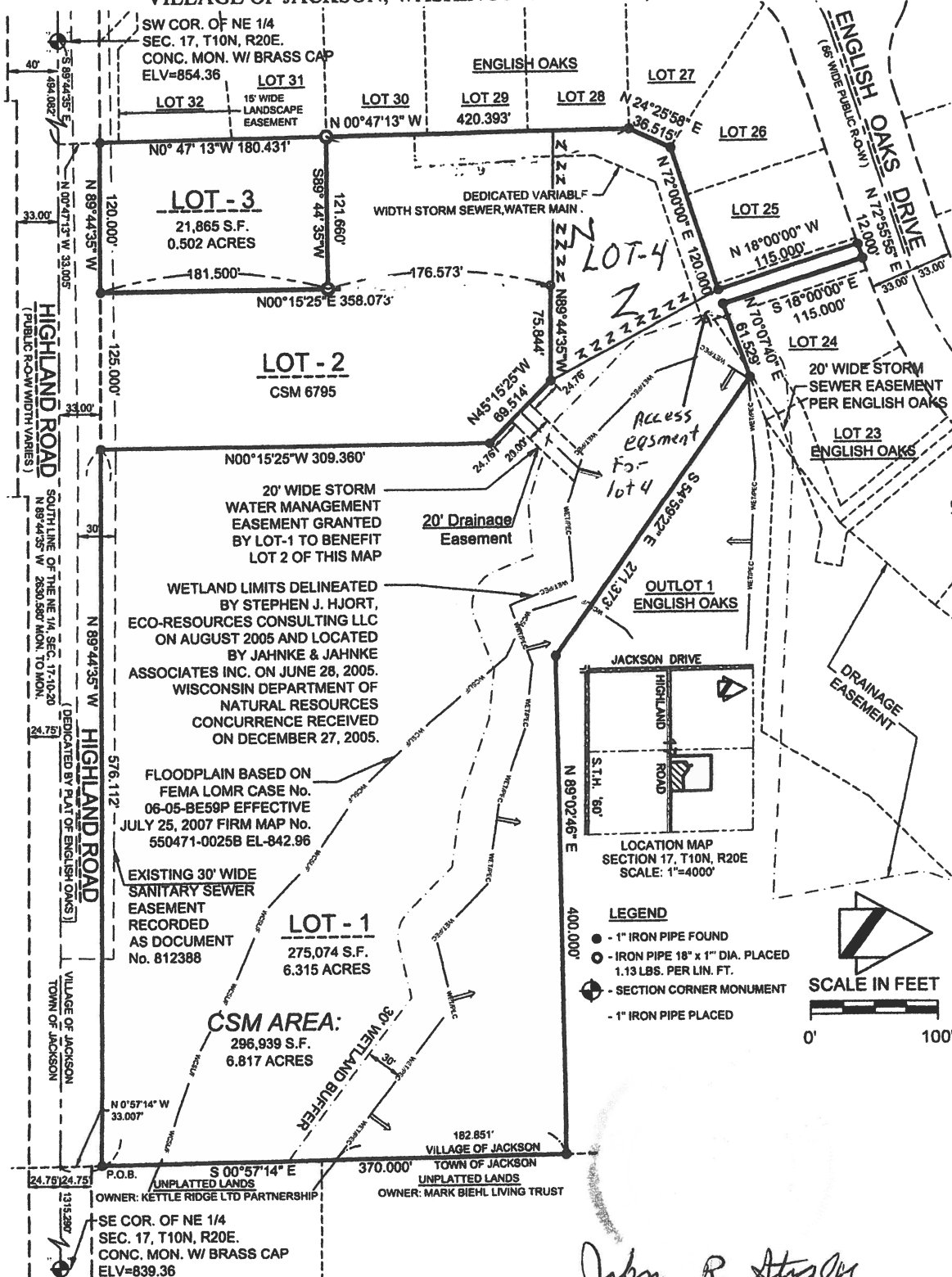
Holz
New state
highlighted.

John R. Stigler

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

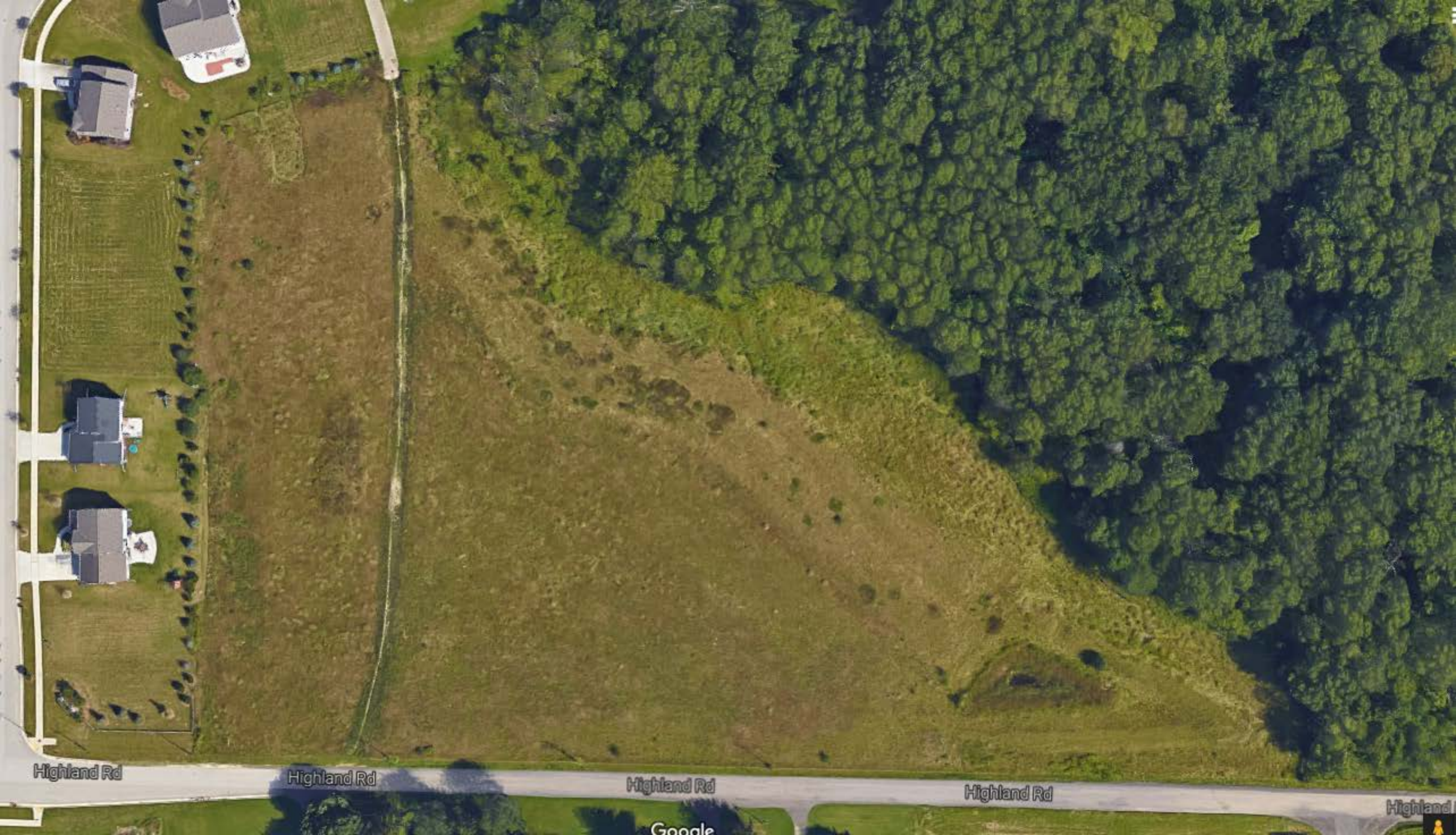
Sheet 1 of 4

VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN



REFERENCE BEARING: THE SOUTH LINE OF THE NORTHEAST 1/4 OF SEC.
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INSTRUMENT DRAFTED BY JOHN R. STIGLER



Highland Rd

Highland Rd

Highland Rd

Highland Rd

Highland Rd

Google



English Oaks Dr

English Oaks Dr

English Oaks Dr

English Oaks Dr

Highland Rd

Highland Rd

Highland Rd



Sign in

to

English Oaks Dr

Highland Rd

Highland Rd

Highland Rd

Google



Memo

To: John Walther, Village Administrator
From: Brian W. Kober, P. E., Director of Public Works/Village Engineer
Subject: William Holz Proposed CSM on Village Board Agenda July 9, 2019
Date: July 8, 2019
CC: Village Board

In order to limit any more confusion, please find this Memo on the proposed Certified Survey Map (CSM) by William Holz on the Village Board Agenda of July 9, 2019 meeting:

- 1) The submittal is not a CSM, but a concept plan of a proposed land division. There was original confusion by Staff on how to agenize the item.
- 2) Per Section 38-120 of the Village Code, the Village Board can require a CSM for a land division. The property owner had indicated during a phone conversion that he was just going to sell the land by a legal description.
- 3) Per Section 38-146(d) Lots of the Village Code, requires every lot shall front or abut a public street for a distance of at least 50 feet. The proposed land division is prohibited by Village Code since there is no street frontage. The land area becomes unbuildable if not connected to street frontage.

Recommendation is for the Village Board to deny the proposed land division/proposed CSM.

If you have any questions, please let me know.

Brian W. Kober, P.E.

DEVELOPMENT AGREEMENT

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

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

MAPLEWOOD FARMS SUBDIVISION PHASE 1

See EXHIBIT "A" Attached Hereto

for legal description

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

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

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

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

SECTION I. IMPROVEMENTS

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

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

D. Water Distribution

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

E. Storm Sewer.

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

F. Pedestrian Path.

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

G. Sidewalks.

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

H. Erosion Control Plan.

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

I. Grading Plan.

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

J. Landscaping.

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

K. Completion Date.

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

L. Installation of Improvements.

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

M. Signs.

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

N. Street Lamps

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

SECTION II. APPROVAL AND TRANSFER OF IMPROVEMENTS

A. Inspection.

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

B. As-Built.

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

C. Dedication.

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

D. Acceptance.

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

E. Street and Pedestrian Path Grades.

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

F. Improvement Guarantee.

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

G. Title Evidence.

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

H. As-Built Alterations or Repairs.

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

SECTION III. FINANCIAL GUARANTEE

A. Letter of Credit.

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

B. Preservation of Assessment Rights.

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

C. Remedies Not Exclusive.

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

SECTION IV. PERMITS AND FEES

A. Park Fees.

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

B. Building Permits.

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

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

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

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

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

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

C. Developer's Responsibility for Work.

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

D. Insurance Requirements.

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

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

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

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

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

SECTION V. LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY

A. Laws To Be Observed:

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

B. Public Protection and Safety.

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

Owner’s Protective Liability (Independent Contractor Insurance):

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

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

E. Indemnification.

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

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

F. Personal Liability of Public Officials.

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

SECTION VI. MISCELLANEOUS PROVISIONS

A. Survey Monuments.

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

B. Zoning.

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

C. Indemnification for Environmental Contamination.

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

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

D. Easements.

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

E. Trash Container.

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

F. Pond and Common Areas.

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

G. Exhibits.

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

SECTION VII. APPROVAL

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

SECTION VIII. AMENDMENTS

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

SECTION IX. BINDING EFFECT

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

PALOROMA FARMS, LLC C/O DITTMAR REALTY.

Dated: _____

By: _____
Kevin S. Dittmar, Developer

Subscribed and sworn to before me
on , 20

{Print name of signer}
Notary Public, State of Wisconsin
My Commission expires/is:

VILLAGE OF JACKSON

Dated: _____

By: _____
President, Michael E. Schwab

Attest:

Dated: _____

By: _____
John M. Walther, Administrator

Subscribed and sworn to before me
on , 20

{Print name of signer}

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

This document was drafted by:

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

Please return recorded document to:

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

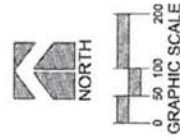
"Exhibit A"

Legal Description of the Property

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

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

EXHIBIT B



raSmith
CREATIVITY BEYOND ENGINEERING

MAPLEWOOD FARMS SUBDIVISION
SITE PLAN RENDERING - MAY 2, 2019

Sec. 38-14. - Fees.

EXHIBIT C

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

EXHIBIT C (CONTINUED)

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

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

(Prior Code, § 15.07)

Exhibit D
Maplewood Subdivision
Letter of Credit Amount

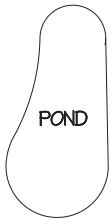
Category	Amount
Grading and Erosion Control	\$328,000.00
Sanitary Sewer and Laterals	\$381,627.00
Watermain and Laterals	\$267,140.00
Storm Sewer	\$114,488.00
Asphalt Binder Course & Stone Base	\$240,162.00
Asphalt Surface	\$69,660.00
Curb and Gutter and Sidewalk	\$67,352.00
Street Trees (37 @ \$250)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



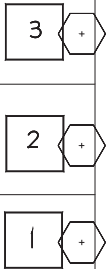
Date: 05-21-2019
Scale: 1" = 40' - 0"
Designer: Bob Diel
Revisions:

MAPLEWOOD FARMS SUBDIVISION SLINGER, WISCONSIN

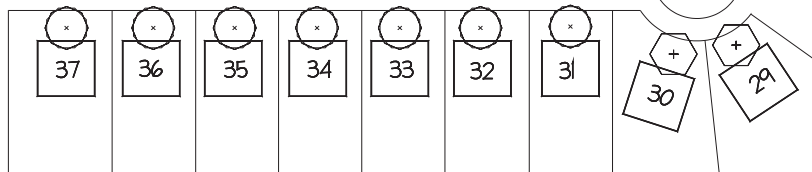
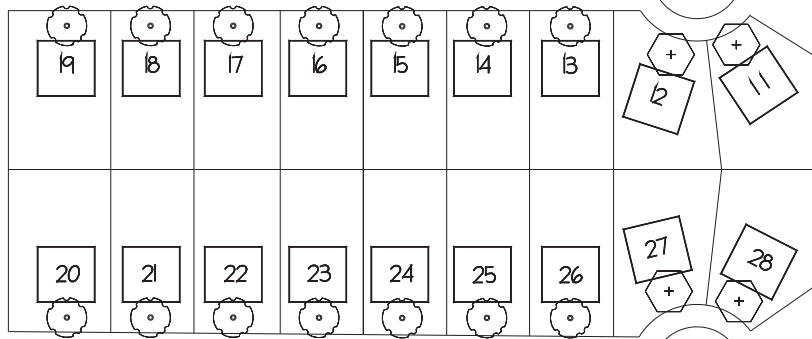
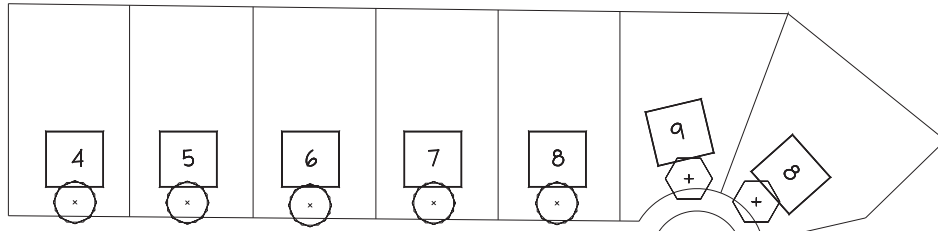
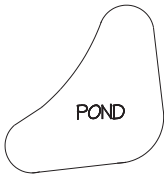
This drawing has been prepared for the individual named above, and nothing in this drawing constitutes a contract. The user of this drawing assumes all responsibility for its use.



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

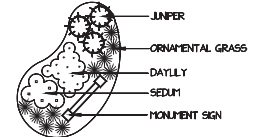


NOTE: MONUMENT SIGN PLANTINGS

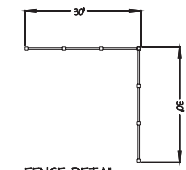


TREE KEY

- (X) SHADENMASTER HONEYLOCUST
- (O) LITTLELEAF LINDEN
- (+) PACIFIC SUNSET MAPLE



SIGN PLANTING



RESOLUTION #19-16

A RESOLUTION ADOPTING THE 2018 COMPLIANCE MAINTENANCE ANNUAL REPORT FOR THE JACKSON WASTEWATER TREATMENT FACILITY

WHEREAS, the State of Wisconsin Department of Natural Resources requires a Compliance Maintenance Annual Report for the Village of Jackson Wastewater Treatment Plant; and

WHEREAS, the Village of Jackson Wastewater Treatment Plant Superintendent, the Village's Engineer, the Village Clerk and the Village Treasurer have completed the necessary information requested in the annual report; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Jackson, Washington County, Wisconsin, does hereby resolve that the Village Board has reviewed the Compliance Maintenance Annual Report, and has approved it for submission.

Introduced by: _____

Seconded by: _____

Vote: _____ Aye _____ Nay

Passed and Approved: _____

Michael E. Schwab – Village President

Attest: _____
Jilline S. Dobratz – Village Clerk

Proof of Posting:

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

Village Official

Date



Taking the lead in Washington County.

June 21, 2019

Mr. Joe LaMonte, P.E.
Ring & DuChateau
10101 Innovation Drive Suite 200
Milwaukee, WI 53226

RE: St. Joseph's Community Hospital
Ambulatory Surgery Center – Estimated REUs

Dear Mr. LaMonte:

The Village of Jackson along with the Jackson Sewer and Water Utility has reviewed your determination of the new REUs created with the Ambulatory Surgery Center addition to the Hospital site. Your determination is as follows:

Per your email on June 7, 2019, the REU calculations for the proposed Ambulatory Surgery Center (ASC) addition at St. Joseph's Hospital:

The estimated water usage for the proposed ASC facility is based on the existing MOB water meter readings as previously submitted with the Kraemer Cancer Center (KCC) addition in 2010, plus the estimated water usage for the clinical sterilizer equipment. Since the proposed new building will have a similar outpatient occupancy to the MOB, using the existing MOB as a method for arriving at the estimated water/sewer usage appears to have merit. However, the ASC does have clinical sterilizer equipment that the MOB does not have, so that water usage is added separately to determine the total estimated daily water usage for the proposed ASC building addition. The proposed ASC also has a similar square footage of one MOB floor (approximately 18,000 SF), so the MOB water usage is adjusted accordingly.

From a plumbing design perspective, the proposed ASC is being supplied from the domestic cold-water distribution system internally from the hospital, while domestic hot water is being generated with new gas-fired water heaters located in the ASC. The ASC is fed from an existing 4" domestic cold-water line at the Garden level of the hospital, which has sufficient flow and pressure capacity to supply the proposed 1-story ASC building addition, without any impacts to the existing hospital.

REU calculations and methodology:

- Average existing MOB water usage (2 floors): 714 gallons per day (GPD) = 357 GPD/floor
- Average estimated Ambulatory Surgery Center water usage (1 floor): 357 GPD, plus 1000 GPD for sterilizer equipment (based on manufacturer's listed water consumption data) = 1,357 GPD total
- Estimated REUs for the Ambulatory Surgery Center = $1,357\text{GPD}/300\text{GPD} = 4.5 \text{ REU} = \underline{5 \text{ REU}}$ (rounded up)
- Estimated water impact fees: $5 \text{ REU} \times \$6,000/\text{REU} = \$30,000$

Estimated sewer impact fees: $5 \text{ REU} \times \$6,000/\text{REU} = \$30,000$

WI94N16660
Eagle Drive
Jackson, WI 53037
Phone: 262-677-0707
Fax: 262-677-8770

Mailing Address:
P.O. Box 637

www.villageofjackson.com

Upon review of the current REU total of annual water usage average, and the amount connection fee paid, the Hospital (using the worst-case scenario) has an average usage of hundred five (105) REU units compared to the hundred eight (108) REU paid in the year of 2007. The current usage is under the total REU payment that occurred in 2007, thus no payment is necessary at this time for the Ambulatory Surgery Center addition.

The Village of Jackson will continue to monitor the water usage for the Hospital site after the occupancy of the Ambulatory Surgery Center addition and determine if additional REUs will need to be charged. The Hospital authorities will be notified in advance if additional connection fees charges will be enforced.

The Board of Public Works Committee at the June 25, 2019 meeting will review the estimated REUs for the Ambulatory Surgery Center and will give a recommendation to the Village Board for the July 9, 2019 meeting.

If you have any questions, please do not hesitate to call me at 262-677-0707.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. W. Kober', with a stylized flourish at the end.

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

C: John Walther, Village Administrator

From: Joe LaMonte <jlamonte@ringdu.com>
Sent: Friday, June 7, 2019 2:13 PM
To: Brian Kober (dirpubwks@villageofjackson.com)
Cc: dpufahl@froedterthealth.org
Subject: FH SJWB Surgery Center Addition - Water/Sewer Impact Fee Statement
Attachments: Kraemer Cancer Center REU calculation letter 2 2 2011.pdf

Flag Status: Flagged

Mr. Brian Kober,

Thank you for bringing this to the project team's attention, sorry we did not get this to you sooner. I understand that you spoke with Dean Pufahl at the hospital, and he has asked me to send you the requested information in regards to the estimated water usage to determine water/sewer impact fees.

Below are the REU calculations for the proposed Ambulatory Surgery Center (ASC) addition at St. Joseph's Hospital:

The estimated water usage for the proposed ASC facility is based on the existing MOB water meter readings as previously submitted with the Kraemer Cancer Center (KCC) addition in 2010, plus the estimated water usage for the clinical sterilizer equipment. Since the proposed new building will have a similar outpatient occupancy to the MOB, using the existing MOB as a method for arriving at the estimated water/sewer usage appears to have merit. However the ASC does have clinical sterilizer equipment that the MOB does not have, so that water usage is added separately to determine the total estimated daily water usage for the proposed ASC building addition. The proposed ASC also has a similar square footage of one MOB floor (approximately 18,000 SF), so the MOB water usage is adjusted accordingly.

From a plumbing design perspective, the proposed ASC is being supplied from the domestic cold water distribution system internally from the hospital, while domestic hot water is being generated with new gas-fired water heater's located in the ASC. The ASC is fed from an existing 4" domestic cold water line at the Garden level of the hospital, which has sufficient flow and pressure capacity to supply the proposed 1-story ASC building addition, without any impacts to the existing hospital.

REU calculations and methodology:

- Average existing MOB water usage (2 floors): 714 gallons per day (GPD) = 357 GPD/floor
- Average estimated Ambulatory Surgery Center water usage (1floor): 357 GPD, plus 1000 GPD for sterilizer equipment (based on manufacturer's listed water consumption data) = 1,357 GPD total
- Estimated REUs for the Ambulatory Surgery Center = $1,357\text{GPD}/300\text{GPD} = 4.5 \text{ REU} = \underline{\underline{5 \text{ REU}}}$ (rounded up)
- Estimated water impact fees: $5 \text{ REU} \times \$6,000/\text{REU} = \$30,000$
- Estimated sewer impact fees: $5 \text{ REU} \times \$6,000/\text{REU} = \$30,000$

I have attached the Village of Jackson determination letter from the KCC 2010 building addition for reference. Based on the statements in this letter, the updated REU total for the Hospital campus with the new ASC building addition is (103) REU. Since the hospital had previously paid for (108) REU in 2007, there should be no additional impact fees due at this time.

The above should satisfy your request. Please let me know if you have any questions.

Sincerely,

Joe LaMonte – PE, CPD
Partner, Plumbing Department Manager
jlamonte@ringdu.com

Ring & DuChateau, LLP
17400 W. Capitol Drive
Brookfield, WI 53045

Direct: 414.778.7440
Cell: 414.303.3174
Main: 414.778.1700
Fax: 414.778.2360



CONFIDENTIALITY NOTICE: The information contained within this email is intended for the addressee only. The message may contain confidential information, and the wrongful distribution or communication of such information is prohibited. If you receive this email in error please notify the sender immediately by reply email and delete the email including any attachments.

 Please consider the environment before printing this email

Village of Jackson Water Usage
St. Joseph's Community Hospital
Account No. 000-8002-00
June 21, 2019
(4" Meter)

[illegible]

<u>Time Line for Construction</u>		Calculated REUs	<u>Using a 3 Year Average:</u>	
Jun-05	Occupancy of Hospital	90	Year 2012	11,689,000 Gal/Yr
2006	Occupancy of MOB	18	Year 2013	11,366,000 Gal/Yr
			Year 2014	11,210,000 Gal/Yr
				Gal/Yr
			Total	34,265,000 Gal/Yr
			3 year avg.	11,421,667 Avg. Gal/yr
				104.3 REU Units
	Total	108		
			year	REU's Paid
			Sewer/Water	Amount Paid
			2007	108
				\$12,000.00
				\$1,296,000.00

Note:

300 gallons per day is a REU (residential equivalent unit) for non-residential users or 109,500 gallons per year for residential users. As per Resolution 01-31, the water utility service fee and the sewer utility service fee for the connection to the Village's sewer and water infrastructure from land presently in the Town of Polk is \$6,000.00 each.

Adjusted Sewer Connection Fee
Adjusted Water Connection Fee

REU Units	Fees	Total Impact Fee
98	\$6,000.00	\$588,000.00
98	\$6,000.00	\$588,000.00

Total Impact Fees	\$1,176,000.00
--------------------------	-----------------------

6/21/2019 2:07 PM

Meter Information

Page: 1
UTIL

Account Nbr: 000-8002-00

Customer Name: ST. JOSEPH'S COMMUNITY HOSPITAL

Service Address: 3200 PLEASANT VALLEY RD.

PSC Classification: Commercial

Meter Nbr: 64080325

Rate Type: 4" METER

Install Date: 4/05/2017

Route/Seq Nbr: 96-3730

Location: E

Pressure Zone Cd: 00

ROM Serial Nbr:

ROM Install Date:

Register ID: 56769276

MXU/MIU ID: 80422234

Utilities: SEWER

WATER

Memos: 1st:

2nd:

3rd:

<u>Read Date</u>	<u>Reading</u>	<u>Consumption</u>	<u>Comment</u>
3/29/2019	138788000	1664000	Remote Reading
12/31/2018	137124000	1732000	Remote Reading
9/30/2018	135392000	2902000	Remote Reading
6/30/2018	132490000	2224000	Remote Reading
3/31/2018	130266000	1983000	Remote Reading
1/02/2018	128283000	1816000	Remote Reading
9/30/2017	126467000	2777000	Remote Reading
6/30/2017	123690000	2047000	Remote Reading
4/03/2017	121643000	2000000	Remote Reading
12/31/2016	119643000	1629000	Remote Reading
10/09/2016	118014000	3279000	Remote Reading
6/30/2016	114735000	2163000	Remote Reading
3/30/2016	112572000	2140000	Remote Reading
12/31/2015	110432000	1857000	Remote Reading
9/30/2015	108575000	3047000	Remote Reading
6/30/2015	105528000	2113000	Remote Reading
4/07/2015	103415000	2691000	Remote Reading
12/29/2014	100724000	1963000	Remote Reading
9/29/2014	98761000	3105000	Remote Reading
7/01/2014	95656000	2671000	Remote Reading
3/31/2014	92985000	2941000	Remote Reading
12/30/2013	90044000	2493000	Remote Reading
9/26/2013	87551000	3390000	Remote Reading
6/27/2013	84161000	2696000	Remote Reading
3/25/2013	81465000	2942000	Remote Reading
12/26/2012	78523000	2338000	Remote Reading
9/28/2012	76185000	3582000	Remote Reading
7/02/2012	72603000	3070000	Remote Reading
3/30/2012	69533000	2715000	Remote Reading
12/27/2011	66818000	2322000	Remote Reading



Jackson Joint Parks & Recreation Department
Jackson Area Community Center
 N165 W20330 Hickory Lane, Jackson, WI 53037
 Phone: (262) 677-9665

Date of Reservation : ____/____/____

Rental Agreement

☐ Check Here if this is a **LONG TERM**, annually renewing rental. (Note: these must be pre-approved and pre-negotiated by the Jackson Joint Parks & Recreation Department).

☐ Check here if "Additional Insured Certificate" is required. CERTIFICATE WILL BE PROVIDED

Name of Applicant (or Organization): DEMOCRATIC PARTY OF WASHINGTON COUNTY

Applicant's Address (Street, City, State, Zip):

PO Box 355 - West Bend, WI 53095

Phone and/or Cell Number: (____) 262 707-9935

Email: David.Klisse@charter.net

Event Date: 10/13/19

Purpose of Event: SEABOTT DINNER FUND-RAISER

* Will any of your guests require special accommodations? Yes (No)

If Yes please explain: _____

* Tickets Sold or Admission Charged? Yes (No) * DONATIONS ONLY

* Will there be decorations? (Yes) No

* Will Alcoholic Beverages be Served? (Yes) No

(Please be aware that it is necessary to have the appropriate license to serve alcohol in this premise.

If the appropriate licenses are not obtained, the department reserves the right to refuse the reservation. Visit the Jackson Village Hall for more information.)

Estimated Number of Persons to Attend Event: 100

Rental Start Time: 4:00 Rental End Time: 8:00

(Be sure to include setup and cleanup time to ensure return of your security deposit)

Please List The Rooms Being Rented & Rate:

Room Name	Number of hours	Room Rate	Total Room Cost
1. <u>64m W/KITCHEN</u> X <u>4</u> X <u>\$50/hr</u> = <u>\$200 -</u>			
2. _____ X _____ X _____ = _____			
3. _____ X _____ X _____ = _____			

Black table skirts and black or white 120" round table clothes are available to rent at \$5.00 per.

SKIRTS _____ and/or # CLOTHS _____ X \$5.00 = _____

Total Rental Fees (not including \$100.00 deposit):

\$ _____

Person Responsible for Walk Through with Building Attendant Before and After Event:

DAVID KLISSE

Phone: 262-707-9935

Person Responsible for Cleaning after Event:

DAVID KLISSE

Phone: 262-707-9935

ARE THERE OTHER WAYS WE CAN MAKE YOUR COMMUNITY CENTER RENTAL PERFECT FOR YOUR EVENT?

Tell us what you would like. We may or may not be able to accommodate you but we want your event to be successful. If we can't help you, we'll try to direct you to someone who can help you.

* Will be selling malt beverage through Park & Rec

Please Circle How You Heard of the Jackson Area Community Center:

Previous Customer ☒ Activity Guide ☐ Event/Program ☐ Facebook ☐ Newspaper ☐ None

SETUP REQUESTS: Tables, Chairs and general layout may be made at the time of reservation.

TOTAL FEES

Rental Deposit/Cleaning/Damage/Rental Reservation Time Violation: \$ 100.00

Rental Fee: \$ 200 Long Term Rental Fees: ☐ Monthly ☐ Bi-Annually

Additional Charges: \$ _____ Description of Additional Charges: _____

TOTAL: \$ \$300

PAYMENT: ☒ Check #: 3524 ☐ Cash Total: _____ ☐ Credit Below

The applicant hereby agrees to save, secure, and keep harmless the Jackson Area Community Center/Jackson Joint Parks & Recreation Department/Village of Jackson and its officers, employees, agents, and the Village of Jackson against claims of action, liability, judgments, costs, and expenses, including attorney fees, and in all things strictly comply to the conditions of this agreement.

I certify that I have read all the **TERMS & CONDITIONS** as provided and shall accept responsibility on behalf of my group for any damage or theft sustained by the community center (i.e. premises, furniture, equipment, or supplies) because of the occupancy of said premises by our group.

Please initial after reading WJ

I have read and agree with the terms and conditions of the entire contract.

Signature of responsible party: [Signature] Date: 6/12/14

Community Center Representative: _____ Date: _____

CREDIT CARD AUTHORIZATION		Amount: \$ _____
Name on Card (print) _____		
☐ Billing Same as above or please list		
AMEX	_____	Sec. Code _____
VISA/MC	_____	_____
or Discover	CVV Code _____	Exp. Mo. _____ Exp Yr. _____
I authorize the Jackson Jt. Parks & Recreation Dept. to charge my credit card for the above fees. If the Jackson Jt. Parks & Recreation Dept. is unable to process my payment, I will be responsible for an alternate payment arrangement.		
Signature _____	Date <u>6/12/14</u>	
(A convenience fee will be added for credit cards.)		

When paying with a credit card, the cardholder agrees to pay the rental fee immediately on the provided card.

We will hold the card information on file and it will be considered and used as a security deposit.