

AGENDA
PLAN COMMISSION MEETING
Thursday, April 29, 2021 at 7:00 p.m.
Jackson Village Hall
N168 W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call
2. Approval of Minutes for the Plan Commission Meeting of March 25, 2021
3. Concept Plan - Proposed Land Division – John Lamm – Glen Brooke Drive
4. Extra Territorial Plat/CSM – Heckendorf Farms LLC – 2039 Sherman Road
5. Developers Agreement – Amended – Laurel Springs Addition #1
6. Citizens to Address the Plan Commission
7. 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.

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

DRAFT MINUTES
PLAN COMMISSION MEETING
Thursday, March 25, 2021 at 7:00 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 7:00 p.m.

Members Present: Pres. Schwab, Tr. Kruepke, Jon Molkentin, Dan Reik and Jon Weil

Members Absent: Keith Berben and Tr. Emmrich

Village Board Member Present: Tr. Heckendorf

Staff Present: Collin Johnson, Jen Keller and Jilline Dobratz

2. Approval of Minutes for the Plan Commission Meeting of January 28, 2021

Motion by Jon Weil, second by Jon Molkentin to approve the Plan Commission minutes of January 28, 2021 as submitted.

Vote: 5 ayes, 0 nays. Motion carried.

3. Certified Survey Map – Rod & Chantel Massie – N160 W19270 Sherman Road – Lot 1 & 2

- a. Request to create a separate 0.696 acre residential lot (future zoning to be Planned Unit Development) from the existing 10.573 acre lot currently zoned agricultural to create Lot 1.

Rod and Chantel Massie were present and gave background information. They did not know of the requirements when they purchased the property. It did not come up in the title insurance policy.

Motion by Pres. Schwab, second by Tr. Kruepke recommend Village Board approve the proposed Certified Survey Map – Rod & Chantel Massie – N160 W19270 Sherman Road – Lot 1 & 2 conditioned as follows:

- Agriculture zoning designation shall cease upon any future land division or conveyance of the principal parcel (Lot 2). Lot 2 shall then be rezoned to Planned Unit Development to align with adjacent zoning designations.
- Owner shall have the requirements set forth herein recorded with the Washington County Register of Deeds as a Deed Restriction within 30-days of approval. Owner shall provide the Village a copy of said Deed Restriction upon full execution of recording.
- The above requirements shall be applicable to any subsequent owners and/or assigns.
- The A-1 Agricultural District has no permitted uses, all uses are allowed by conditional use. A Conditional Use Permit process will be required if the property owner would have livestock on the property.
- The Board of Public Works will review the request to extend the exemption of connection to municipal sewer and water at the March 30th meeting. If the well is to remain, a well permit shall be required from the Jackson Water Utility. Otherwise, abandonment of the well will be mandatory.

- No building permits shall be approved for improvements to Proposed Lot 1 until a public hearing is conducted and approvals are granted by both the Plan Commission and Village Board for a petition to rezone Proposed Lot 1 from A-1 Agricultural District to PUD.

Vote: 5 ayes, 0 nays. Motion carried.

- b. Request to combine two separate tax parcels into one to create Lot 2.
Motion by Pres. Schwab, second by Jon Molkentin recommend Village Board allow the request to combine the two separate tax parcels into one to create Lot 2.

Vote: 5 ayes, 0 nays. Motion carried.

4. Utility Exemption Request – Rod & Chantel Massie – N160 W19270 Sherman Road – Lot 2

Motion by Pres. Schwab, second by Tr. Kruepke refer Utility Exemption Request – Rod & Chantel Massie – N160 W19270 Sherman Road – Lot 2 to Board of Public Works and if requested by Board of Public Works and/or Village Board that Plan Commission consider the matter at a future meeting.

Vote: 5 ayes, 0 nays. Motion carried.

5. Planned Unit Development – Comfort Inn & Suites – W227 N16890 Tillie Lake Court - Sign

Collin Johnson stated this is an update for the corporate identity program. They are removing one sign on the north side of the building, adding a sign in the island of the parking lot and updating the sign over the front entrance.

Motion by Tr. Kruepke, second by Dan Reik recommending Village Board approval of the Planned Unit Development – Comfort Inn & Suites – W227 N16890 Tillie Lake Court – Signs including; updated corporate branded wall signage above the main entry of the building, removal of a 7-foot by 6.5-foot wall sign from the north side of the building and installation of a 15-foot ground (pole) sign to be located in a landscaped area of their parking lot.

Vote: 5 ayes, 0 nays. Motion carried.

6. Conditional Use Permit – Harjot & Pavier Sangha – 3261 Creekwood Circle Attached Garage

Collin Johnson clarified this is for an attached garage, not a detached garage.

Motion by Jon Molkentin, second by Dan Reik recommend Village Board approve the Conditional Use Permit – Harjot & Pavier Sangha – 3261 Creekwood Circle – Attached Garage as submitted in the plans in the packet.

Vote: 5 ayes, 0 nays. Motion carried

7. Chicken Ordinance & License Application – Discussion with Possible Action

Motion by Pres. Schwab, second by Tr. Kruepke recommend Village Board approve the Chicken Ordinance and License Application as presented.

Collin Johnson stated the draft Ordinance was discussed with himself, the Village Attorney and the Village Administrator. Once the Ordinance has been adopted, staff will proceed with development on an actual permit form. Discussion ensued on front yard areas.

Vote: 5 ayes, 0 nays. Motion carried

8. Citizens to Address the Plan Commission

Casey Latz thanked everyone for the Chicken Ordinance. The Village residents that can have chickens and meet all the requirements are happy.

9. Adjourn

Motion by Jon Molkentin, second by Jon Weil to adjourn.

Vote: 5 ayes, 0 nays. Meeting adjourned at 7:34 p.m.

Respectfully submitted,

Jilline Dobratz, *CMC/WCMC*
Village Clerk

DRAFT

Village of Jackson
PLAN COMMISSION APPLICATION

Application/Permit #: _____ - _____

PROPERTY INFORMATION

- ☐ COMMERCIAL ☐ INDUSTRIAL ☒ RESIDENTIAL ☐ OTHER _____
- ☐ CONDITIONAL USE ☒ PLANNED UNIT DEVELOPMENT ☐ CERTIFIED SURVEY MAP
- ☐ New ☐ New ☒ CONCEPT PLAN
- ☐ Special Use ☐ Special Use ☐ OTHER _____
- (For existing CU ONLY) (For existing PUD ONLY)

Property Address: Glen Brooke Drive Unit: _____ Jackson, WI

Parcel #: To be Determined Lot Size: TBD sq. ft. Building Area: TBD sq. ft.

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

APPLICANT INFORMATION

Name(s): John Lamm

Mailing Address: 2708 Sherman Rd. Jackson State WI Zip 53037

Office: (262) 677-3010 Cell: (262) 208-0032 Fax: (262) 677-0505

Email: jllamm@lammscapes.com

BUSINESS INFORMATION (If New Business)

Legal Business Name: John Lamm of Jackson, Inc.

D/B/A: LAMMSCAPES! FEIN #: _____

Mailing Address: 2708 Sherman Rd. Jackson State WI Zip 53037

Office: (262) 677-3010 Cell: (262) 208-0032 Fax: (262) 677-0505

Email: _____

Website: www.lammscapes.com

PROPERTY OWNER INFORMATION

Name(s): John Lamm

Address: 2708 Sherman Rd Jackson State _____ Zip _____

Office: (262) 677-3010 Cell: (____) same Fax: (____) same

Email: jllamm@lammscapes.com

ARCHITECT / ENGINEER / CONTRACTOR INFORMATION (Circle One)

Firm Name: M Squared Engineering, LLC

Primary Contact: Matthew Hahn

Address: N19W6719 Commerce Ct, Cedarburg State WI Zip 53012

Office: (262) 376-4246 Cell: (262) 385-6031 Fax: (____)

Email: matt@mquaredengineering.com

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

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

A Beautiful Development
of a 2.9 Acre Triangle of land
in the Village of Jackson

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

Residential lots for fine houses
and living spaces "Little Lambs Corner"

Hours of Operation: 24 hour living

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

A quiet Residential area of homes

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

A quiet living area, as homes North
and East with little impact

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

All Residential homes North
and homes and lots East.

Proposed, development, on-site improvements or other construction/remodeling activities:

Future quality homes to be built
Landscape Improvements to common areas
by us or LANDSCAPES!

Proposed grading and/or stormwater management plan:

Area all left graded and cleaned up

Proposed landscape plan/improvements including driveways, sidewalks, vegetative plantings, etc.:

Landscape Plantings to beautify Entrance area
and center island - A shade tree for every lot
a 'Little Lamb' Hydrangea for

Proposed on-site security measures including site lighting:

None expected every home

Life Safety Systems – Existing or Proposed (Includes fire hydrants, fire suppression & fire alarm systems):

Fire hydrants & water in place

Projected traffic circulation and impacts: Normal traffic on Glen Brooke Dr
Each home drive to central circle & Entrance
Roadway with 2 lots entered on Glen Brooke

Setbacks from rights-of-way and property lines and height limitations: to be determined on engineered plan

Status of State/Federal License(s) or Certificate(s) required for operation: None required or applicable

Does this project require other Jurisdictional Approvals from other Governmental or Regulatory entities?
☒ No ☐ Yes If yes, explain: Not to my knowledge

Describe any proposed signage including type and location: A Nice Entry Sign, or in the
Landscaped Circle Island

Exterior Building Materials (type, color, etc.): Unknown but tasteful

Site Specific Features/Constraints: Existing Tree lines North & East borders
with Jaded shade trees, front areas ~

Parking (Total No. of spaces plus number of dedicated handicapped parking and type): Adequate for each home drive & street

Proposed screening/buffering from adjacent properties: Evergreens planted in Northwest & Southeast
corners. Big existing tree buffer existing.

Proposed provisions for refuse and recycling collection/storage: Up to private property owners for disposal.

Projected Sewer/Wastewater Usage: ? gal/year

Projected Water Usage: ? gal/year

ACKNOWLEDGEMENT & SIGNATURES

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

Applicant Name (Print):

John Lamm

Applicant Signature:

John Lamm

Co-Applicant Name (Print):

CO-Applicant Signature:

Date of Application:

April 6, 2021

You MUST sign and date this Application!

SUBMIT TO:

Village of Jackson – Village Hall (Checks shall be made payable to Village of Jackson)
N168 W20733 Main Street
PO BOX 637
Jackson, WI 53037

QUESTIONS?

Village Clerk: For all **general questions** related to completing form or questions related to Village meetings.
Phone: (262) 677-9001 x11
Email: jilline.dobratz@villageofjackson.com

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

TERMS OF THIS PERMIT

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

VILLAGE APPROVAL:

☐ TEMPORARY Expiration Date: _____, 20____

Plan Commission Approval: Meeting Date: _____, 20____

Village Board Approval: Meeting Date: _____, 20____

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

Approved by: John Walther, Village Administrator

Conditions and Duration of Approval:

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

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

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

Conditions of Approval: _____

APPLICATION DENIED: Date: _____, 20____

Staff Initials: _____

Reason for Denial: _____

FOR OFFICE USE ONLY	
Acct. #: 100-00-45730-000-00	
Date Received:	<u>4-8-21</u>
Amount:	<u>50.00</u>
Payment Type:	<u>CH</u> / CC / CA
Check/Receipt #:	<u>24868</u>
Received By:	<u>[Signature]</u>

24868

JOHN LAMM OF JACKSON INC

2708 SHERMAN RD
JACKSON, WI 53037-9794
(262) 677-3010
WWW.LAMMSCAPE.COM

bank **five nine**

79-242/759

4/8/2021

PAY TO THE
ORDER OF

Treasurer Village of Jackson

\$ **50.00

Fifty and 00/100

DOLLARS

Village of Jackson - Treasurer
P.O. Box 637
Jackson, WI 53037



John Lamm
AUTHORIZED SIGNATURE

MEMO

Concept Plan Fee Key# V3 0526 00Z

⑈024868⑈ ⑆075902421⑆ 3836096⑈

JOHN LAMM OF JACKSON INC

Treasurer Village of Jackson

Concept Plan for Triangle

4/8/2021

24868

50.00

Bank Five Nine

Concept Plan Fee Key# V3 0526 00Z

50.00



LAMMSCAPES!

“Little Lamb’s Corner”

Approximate Lot Sizes per Concept Plan Dates April 7, 2021

Lot #1: 5,500 sq. ft. Approximately

Lot #2: 7,600 sq. ft. Approximately

Lot #3: 10,200 sq. ft. Approximately

Lot #4: 5,075 sq. ft. Approximately

Lot #5: 5,300 sq. ft. Approximately

Lot #6: 5,410 sq. ft. Approximately

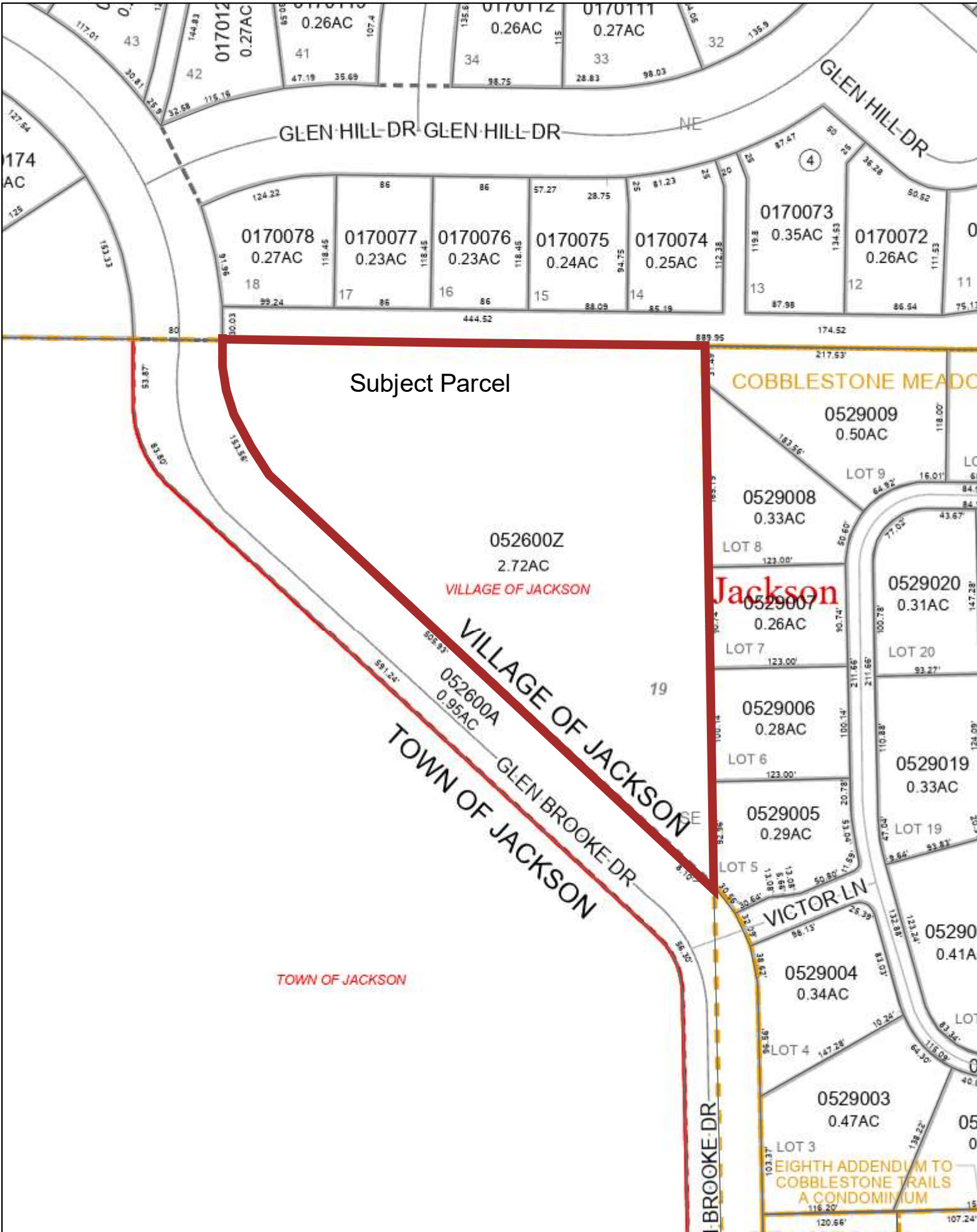
Lot #7: 7,775 sq. ft. Approximately

LANDSCAPE • GARDEN & DESIGN

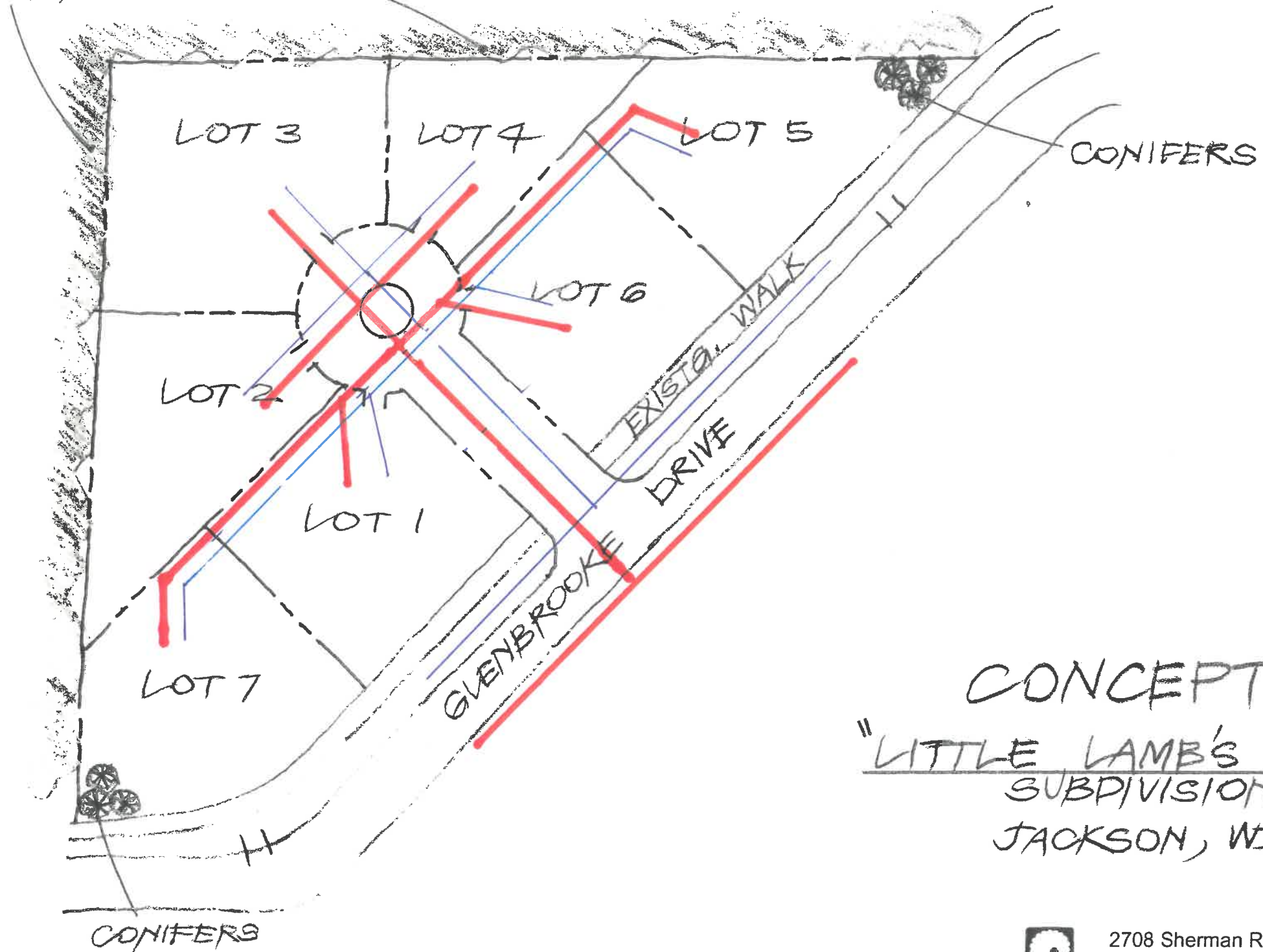
2708 Sherman Road Jackson, WI 53037 Phone: (262) 677-3010 Fax: (262) 677-0505

www.lammscape.com

Lamm Triangle



EXISTG. NATIVE TREES



CONCEPT PLAN
"LITTLE LAMB'S CORNER"
SUBDIVISION
JACKSON, WI.

 2708 Sherman Road
Jackson, WI 53037
LAMMSCAPES! (262) 677-3010

4.7.2021

VILLAGE OF JACKSON PLAN COMMISSION APPLICATION - SUBMITTAL GUIDE

(Meetings are held the fourth Thursday of the month. Applications are DUE the 1st Friday of the month for that month's meeting.)

<u>ACTION REQUESTED</u>	<u>FEE</u>	<u>SUBMITTAL REQUIREMENTS</u> <i>Refer to number items in shaded column →</i>	<u>TYPE OF INFORMATION DESCRIBED</u> <i>(See reverse side for further instructions)</i>	<u>Paper or Digital Copy Required</u>
CONCEPT PLAN	\$50	1,2,6,13	1 Complete Application (<i>all pages</i>)	Both
			2 Describe the intended use and operation	Both
CONDITIONAL USE			3) Address labels of adjacent owners to be notified (200' / 500')	Both
- Full Review	\$150	1,2,3,4,5,6,7,14,15,16,18,19,20	4) Property owner acknowledgement of the request	Both
- *Special Use (to existing CU)	\$50	1,2,4,5,6,7,13	5) Impact Statement	Both
			6 Location Map	Both
PLANNED UNIT DEVELOPMENT	\$150	1,2,3,4,5,6,7,8,9,10,14,15,16,17,18,20	7) Development Plan / Site Plan	Both
- *Special Use (to existing PUD)	\$50	1,2,3,4,5,6,7,13 (14-22 upon request)	8) Preliminary Plat	Both
			9 Final Plat	Both
REZONING	\$200	1,2,3,4,6,9 or 10 (500' for rezoning) 200' for Cond. Use or PUD Site Plan)	10 Certified Survey Map	Both
			11) Annexation Petition	Both
CERTIFIED SURVEY MAP (CSM)	\$150	1,2,6,10,20	12) Annexation Map	Both
			13) Sketch Plan	Both
MINOR SUBDIVISION	\$150	1,2,3,5,6,10,15,16,17,18,20	14) Landscape and Buffer Plan	Both
EXTRA TERRITORIAL PLAT/CSM	\$150	1,2,6,9 / 10		
EXTRA TERRITORIAL PLAT OUTSIDE SANITARY SRVC. AREA	\$50	1,2,6,9 / 10	Engineering Review - Infrastructure	
			15) Grading / Drainage Plan	Both (24x36)
PRELIMINARY PLAT	\$300	1,2,3,5,6,9,15,16,17,18	16) Water / Sanitary Sewer / Storm Sewer Plans	Both (24x36)
			17) Street / Right of Way cross sections	Both (24x36)
FINAL PLAT / Final Plat Reappl.	\$100	1,2,3,5,6,9,15,16,17,18,20	18) Erosion Control Plan	Both (24x36)
			19) Proposed colors / materials	Both
ANNEXATION / ATTACHMENT	\$200	1,2,3,4,5,6,11,12,21	20) Developers Agreement	Both
			21) Annexation Agreement (<i>includes pre-annex agreements</i>)	Both
STREET EASEMENT/ VACATION	\$150	1,2,3,4,6,9	22) Other -	Both
VARIANCE / APPEAL	\$150	1,2,3,4,6,7		
MAILING LABELS	\$25	For all property addresses within 200 feet For all properties within 500' if rezoning ONLY	Must submit additional fee if not providing labels	Both

***SPECIAL USE PERMITS** are applicable to EXISTING Conditional Use Permits and Planned Unit Developments. The granting of a Special Use Permit shall not change the character of the principal use or conflict with the purpose and intent of the original Conditional Use or Planned Use Development approval. Special Use Permits shall be reviewed for impact on neighboring uses in addition to the neighborhood. Compatibility is a primary consideration.

Examples of special uses include: New or expanded tenant uses including occupancies, minor changes to building facades, minor lighting changes, paint schemes, certain accessory structures, sign replacements of equal or lessor size or other uses or modifications as determined by the Village.

Applications shall be submitted NO LATER than 4:00 PM on the 1st Friday of the month to be considered at that month's meeting.

In some cases, additional copies of a submittal may 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.

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 at which a public hearing may be held. A decision on the request could be made at that time.

EXPLANATION OF TYPES OF INFORMATION REQUIRED *(From front page of application form)*

1. **Application Form:** You **MUST SUBMIT both HARD (paper) and DIGITAL (USB Drive) copies of your application.**
2. **Letter of Intent:** What you are requesting in your own words? *(Be brief)*
3. **Mailing/Address Labels:** It is your responsibility to provide the Village with addresses labels of ALL adjacent property owners within a 200-foot radius of the subject property. If mailed notification is required for your application, an incorrect address may cause a delay. *(Additional \$25 is required if Village provides address labels.)*
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. General hours of operation.
 - B. Unusual conditions which warrant special attention (hazardous materials storage, fire hazards, odors, noise generation, etc).
 - C. Vehicle trip generation (trips per day per unit x number of units).
 - D. Estimated numbers of vehicles and/or equipment, materials, to be parked and/or stored on site.
 - E. Proposed sign(s) advertising business, directional signage, dwelling unit rental, etc.
 - F. Proposed dates of construction and completion.
 - G. Anticipated user profiles (for residential developments).
 - H. Annual water consumption estimate (100% occupancy and build-out).
 - I. Annual sewage generation estimate (100% occupancy and build-out).
6. **Location Map:** An aerial map indicating where the site is located within the Village.
7. **Development Plan:** Show entire proposal on the site. Include edge of pavement and/or back of the curb line, sidewalks (existing and proposed), structure footprint(s), driveways, parking areas, fencing, refuse enclosures, locations of accessory uses, and overall dimensions of structures and setbacks, etc. Landscape plans and water/sewer/storm plans may be shown combined on the plan if the composition is easily read and understood.
- 8/9. **Plat Map:** Prints of the preliminary and final (**recordable plat**), with proper signature blocks.
10. **Certified Survey Map:** A recordable document showing the legal and mapped description of the land division.
11. **Annexation Petition/Attachment Request:** Shows owner is supporting the annexation.
12. **Annexation Map:** A recordable map having the legal and mapped description of the parcel to be annexed.
13. **Sketch Plan:** An informal drawing depicting the proposal for discussion purposes.
14. **Landscape Plan:** Show location, size, type, botanical name & common name of proposed trees & shrubs. Also details surface treatments. Show walls, fence location and style, buffers/screening and similar details.
15. **Grading/Drainage Plan:** Show 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:** Show size and location of proposed water mains & fire hydrants; size and location of the proposed sanitary sewer system with gradient profiles and invert elevations; shows the proposed storm drainage system as in #15 above.
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 Building 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

Village of Jackson
PLAN COMMISSION APPLICATION

Application/Permit #: _____ - _____

PROPERTY INFORMATION

- ☐ COMMERCIAL ☐ INDUSTRIAL ☐ RESIDENTIAL ☐ OTHER _____
- ☐ CONDITIONAL USE ☐ PLANNED UNIT DEVELOPMENT ☐ CERTIFIED SURVEY MAP
- ☐ New ☐ New ☐ CONCEPT PLAN
- ☐ Special Use ☐ Special Use ☐ OTHER _____
- (For existing CU ONLY) (For existing PUD ONLY)

Property Address: 2039 Sherman Rd Jackson Unit: _____ Jackson, WI

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

Current Zoning: ☐ B-1 ☐ B-2 ☐ M-1 ☐ M-2 ☐ I-1 ☐ PUD ☐ Other _____ ☐ Floodplain

APPLICANT INFORMATION

Name(s): Heekendort Faas LLC Melvin R. Heekendort Eunice Heekendort

Mailing Address: 1997 Sherman Rd Jackson State WI Zip 53037

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

Email: _____

BUSINESS INFORMATION (If New Business)

Legal Business Name: _____

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

Mailing Address: _____ State _____ Zip _____

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

Email: _____

Website: _____

PROPERTY OWNER INFORMATION

Name(s): _____

Address: _____ State _____ Zip _____

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

Email: _____

ARCHITECT / ENGINEER / CONTRACTOR INFORMATION (Circle One)

Firm Name: _____

Primary Contact: _____

Address: _____ State _____ Zip _____

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

Email: _____

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

Briefly explain what you are requesting to be reviewed and/or approved: to create new parcel
with deed lines corrected

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

Hours of Operation: _____

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

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

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

Proposed, development, on-site improvements or other construction/remodeling activities: _____

Proposed grading and/or stormwater management plan: _____

Proposed landscape plan/improvements including driveways, sidewalks, vegetative plantings, etc.: _____

Proposed on-site security measures including site lighting: _____

Life Safety Systems – Existing or Proposed (Includes fire hydrants, fire suppression & fire alarm systems): _____

ACKNOWLEDGEMENT & SIGNATURES

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

Applicant Name (Print): Heckendort Farms LLC - Melvin R. Heckendort Eunice Heckendort

Applicant Signature: Melvin R. Heckendort

Co-Applicant Name (Print): _____

CO-Applicant Signature: _____

Date of Application: _____

You MUST sign and date this Application!

SUBMIT TO: Village of Jackson – Village Hall (*Checks shall be made payable to Village of Jackson*)
N168 W20733 Main Street
PO BOX 637
Jackson, WI 53037

QUESTIONS?

Village Clerk: For all **general questions** related to completing form or questions related to Village meetings.
Phone: (262) 677-9001 x11
Email: jilline.dobratz@villageofjackson.com

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

TERMS OF THIS PERMIT

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

VILLAGE APPROVAL:

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

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

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

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

Approved by: John Walther, Village Administrator

Conditions and Duration of Approval:

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

Conditions of Approval: _____

APPLICATION DENIED: *Date:* _____, 20____

Staff Initials: _____

Reason for Denial: _____

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

Date Received: _____

Amount: _____

Payment Type: CH / CC / CA

Check/Receipt #: _____

Received By: _____

VILLAGE OF JACKSON

N168W20733 MAIN ST.

P O BOX 637

JACKSON, WI 53037-0147

Receipt Nbr: 242108

Date: 3/29/2021

Check

RECEIVED
FROM HECKENDORF

\$150.00

<u>Type of Payment</u>	<u>Description</u>	<u>Amount</u>
Accounting	PLANNING / ZONING FEES	150.00
	PLAN COMMISSION SUB/XTRA TERR PLAT	

TOTAL RECEIVED	150.00
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Receipt Memo: PLAN COMM/CK#9798

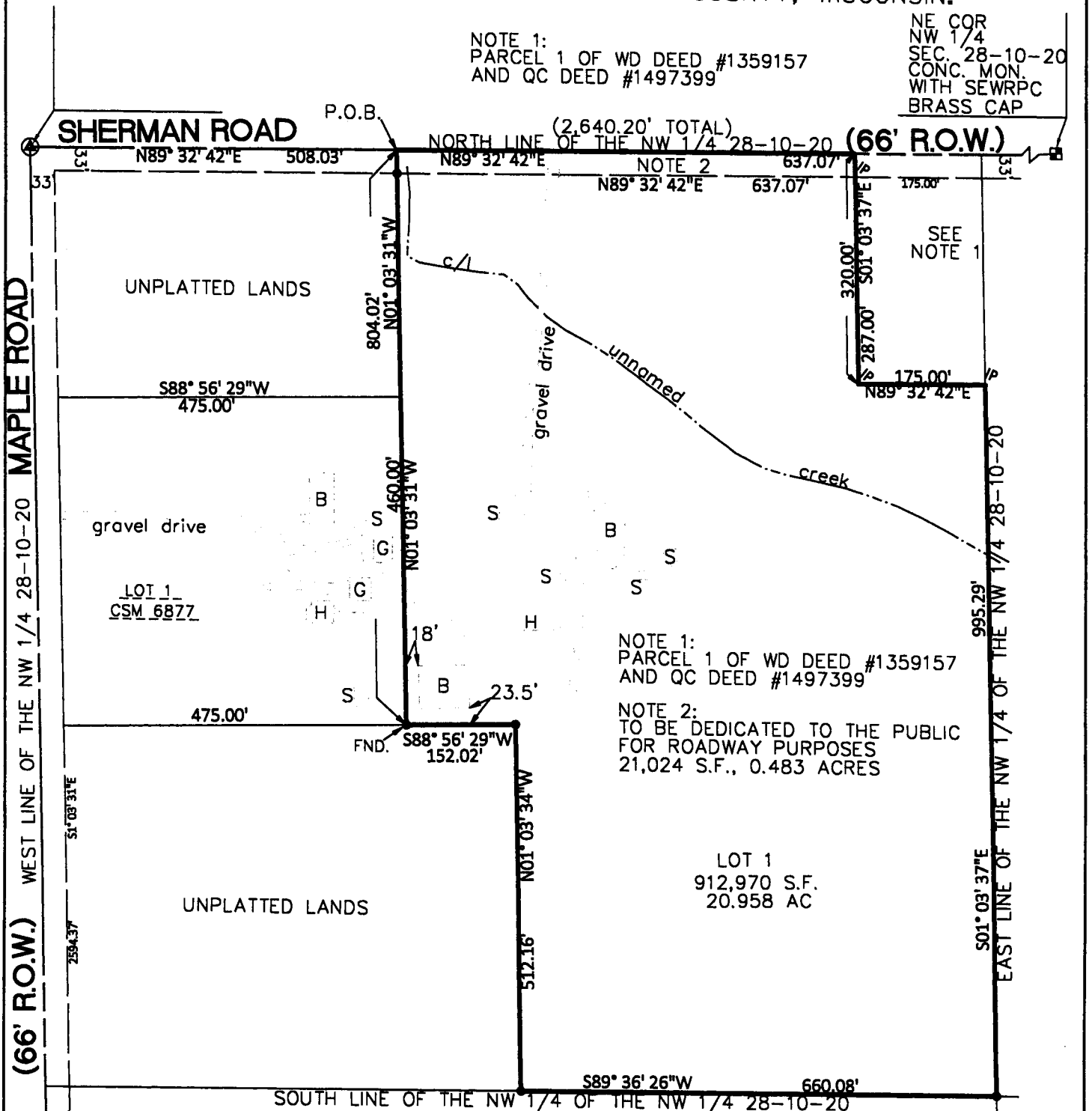
WASHINGTON COUNTY CERTIFIED SURVEY
MAP NO. _____

A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST
1/4 EXCEPT LOT 1 OF CERTIFIED SURVEY MAP 6877
BEING RECORDED IN THE WASHINGTON COUNTY
REGISTRY IN VOLUME 53 OF CERTIFIED SURVEY
MAPS ON PAGES 141-144 AS DOCUMENT NO.
1467359 AND PARCEL ONE OF DOCUMENT NO.

1359157 AND DOCUMENT NO. 1497399 ALL IN SECTION 28, TOWN 10 NORTH,
RANGE 20 EAST, TOWN OF JACKSON, WASHINGTON COUNTY, WISCONSIN.

NOTE 1:
PARCEL 1 OF WD DEED #1359157
AND QC DEED #1497399

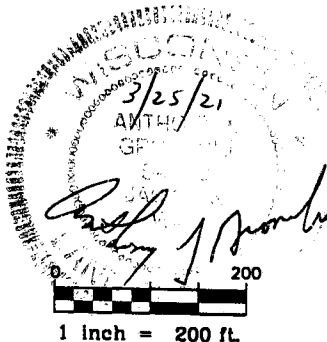
NE COR
NW 1/4
SEC. 28-10-20
CONC. MON.
WITH SEWRPC
BRASS CAP



(66' R.O.W.) WEST LINE OF THE NW 1/4 28-10-20 MAPLE ROAD

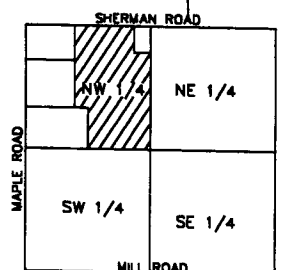
LEGEND

- P I.P. (FND)
- 3/4" REBAR (SET)
- H HOUSE
- G GARAGE
- S SHED
- B BARN
- P/L PROPERTY LINE
- R/W RIGHT OF WAY
- P.O.B. POINT OF BEGINNING



THIS INSTRUMENT WAS DRAFTED BY ANTHONY J. GROMACKI, P.L.S. 2090

BEARINGS BASED ON THE
WISC. STATE PLANE
COORDINATE SYSTEM
NORTH LINE OF NW 1/4
REC. AS N 89°32'42"E



NORTHWEST 1/4
SECTION 28-10-20
1" = 4000'

WASHINGTON COUNTY CERTIFIED SURVEY MAP NO. _____

A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, EXCEPT LOT 1 OF CERTIFIED SURVEY MAP 6877 BEING RECORDED IN THE WASHINGTON COUNTY REGISTRY IN VOLUME 53 OF CERTIFIED SURVEY MAPS ON PAGES 141-144 AS DOCUMENT NO. 1467359 AND PARCEL ONE OF DOCUMENT NO. 1359157 AND DOCUMENT NO. 1497399 ALL IN SECTION 28, TOWN 10 NORTH, RANGE 20 EAST, TOWN OF JACKSON, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I ANTHONY J. GROMACKI, PROFESSIONAL LAND SURVEYOR HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, EXCEPT LOT 1 OF CERTIFIED SURVEY MAP 6877 BEING RECORDED IN THE WASHINGTON COUNTY REGISTRY IN VOLUME 53 OF CERTIFIED SURVEY MAPS ON PAGES 141-144 AS DOCUMENT NO. 1467359 AND PARCEL ONE OF DOCUMENT NO. 1359157 AND DOCUMENT NO. 1497399 ALL IN SECTION 28, TOWN 10 NORTH, RANGE 20 EAST, TOWN OF JACKSON, WASHINGTON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

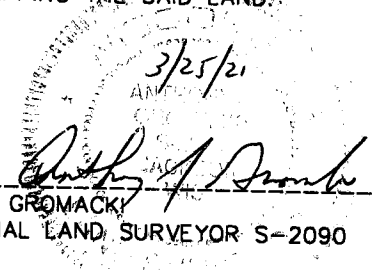
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE N89°32'42"E ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 508.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°32'42"E ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 637.07 FEET; THENCE S01°03'37"E 320.00 FEET; THENCE N89°32'42"E 175.00 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE S01°03'37"E ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4, 995.29 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE S89°36'26"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4, 660.08 FEET; THENCE N01°03'34"W 512.16 FEET; THENCE S88°56'29W 152.02 FEET; THENCE N01°03'31"W 804.02 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 21.442 ACRES, 933,994 S.F

THAT I HAVE MADE THIS SURVEY AND MAP BY THE DIRECTION OF MELVIN R HECKENDORF AND EUNICE HECKENDORF, CO-OWNERS OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE LAND DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISION OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE PROVISIONS OF THE LAND DIVISION AND SUBDIVISION ORDINANCE FOR THE TOWN OF JACKSON IN SURVEYING, DIVIDING AND MAPPING THE SAID LAND. DATED THIS 25TH DAY OF MARCH, 2021



ANTHONY J GROMACKI
PROFESSIONAL LAND SURVEYOR S-2090

OWNERS'S CERTIFICATE OF DEDICATION

AS OWNERS, WE HEREBY CERTIFY THAT WE CAUSED THE LAND SHOWN AND DESCRIBED HEREIN TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP. WE ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL:

TOWN OF JACKSON, PARKS AND PLANNING COMMISSION.

TOWN OF JACKSON, TOWN BOARD.

MELVIN R HECKENDORF

EUNICE HECKENDORF

STATE OF WISCONSIN)

WASHINGTON COUNTY) s.s.

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2021. THE ABOVE NAMED OWNERS ARE TO ME KNOW TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

(NOTARY SEAL) _____ NOTARY PUBLIC, _____, WISCONSIN.

MY COMMISSION EXPIRES _____

WASHINGTON COUNTY CERTIFIED SURVEY MAP NO. _____

A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, EXCEPT LOT 1 OF CERTIFIED SURVEY MAP 6877 BEING RECORDED IN THE WASHINGTON COUNTY REGISTRY IN VOLUME 53 OF CERTIFIED SURVEY MAPS ON PAGES 141-144 AS DOCUMENT NO. 1467359 AND PARCEL ONE OF DOCUMENT NO. 1359157 AND DOCUMENT NO. 1497399 ALL IN SECTION 28, TOWN 10 NORTH, RANGE 20 EAST, TOWN OF JACKSON, WASHINGTON COUNTY, WISCONSIN.

APPROVAL OF THE TOWN OF JACKSON, PARKS AND PLANNING COMMISSION

THIS CERTIFIED SURVEY MAP IN THE TOWN OF JACKSON, MELVIN R HECKENDORF AND EUNICE HECKENDORF CO-OWNERS, IS HEREBY RECOMMENDED FOR APPROVAL BY THE TOWN OF JACKSON PLAN COMMISSION.

DATED: _____, 2021

SIGNED: _____
DAVE KLUG, PARKS AND PLANNING CHAIRMAN

DATED: _____, 2021

SIGNED: _____
JIM MICECH, ZONING ADMINISTRATOR

APPROVAL OF THE TOWN OF JACKSON, TOWN BOARD

RESOLVED, THAT THIS CERTIFIED SURVEY MAP IN THE TOWN OF JACKSON, MELVIN R HECKENDORF AND EUNICE HECKENDORF CO-OWNERS, IS HEREBY APPROVED BY THE TOWN OF JACKSON BOARD.

DATED: _____, 2021

SIGNED: _____
RAY HEIDTKE, TOWN CHAIRMAN

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE TOWN BOARD OF THE TOWN OF JACKSON.

DATED: _____, 2021

SIGNED: _____
JULIA OLIVER, TOWN CLERK

SURVEYOR:
ANTHONY J. GROMACKI P.L.S.
M SQUARED ENGINEERING
N19 W6719 COMMERCE COURT
CEDARBURG, WISCONSIN 53012
PHONE: (262) 376-4246

3/25/21
Anthony J. Gromacki

OWNER:
HECKENDORF
1997 SHERMAN ROAD
JACKSON, WISCONSIN 53037

WASHINGTON COUNTY CERTIFIED SURVEY MAP NO. _____

A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, EXCEPT LOT 1 OF CERTIFIED SURVEY MAP 6877 BEING RECORDED IN THE WASHINGTON COUNTY REGISTRY IN VOLUME 53 OF CERTIFIED SURVEY MAPS ON PAGES 141-144 AS DOCUMENT NO. 1467359 AND PARCEL ONE OF DOCUMENT NO. 1359157 AND DOCUMENT NO. 1497399 ALL IN SECTION 28, TOWN 10 NORTH, RANGE 20 EAST, TOWN OF JACKSON, WASHINGTON COUNTY, WISCONSIN.

VILLAGE OF JACKSON PLAN COMMISSION APPROVAL

THIS LAND DIVISION IS HEREBY APPROVED BY THE VILLAGE OF JACKSON PLAN COMMISSION ON THIS _____ DAY OF _____ 2021

MIKE SCHWAB, CHAIRMAN

JILLINE DOBRATZ, CLERK

VILLAGE OF JACKSON PLAN BOARD APPROVAL

THIS LAND DIVISION IS HEREBY APPROVED BY THE VILLAGE OF JACKSON VILLAGE BOARD ON THIS _____ DAY OF _____ 2021

MIKE SCHWAB, CHAIRMAN

JILLINE DOBRATZ, CLERK

SURVEYOR:
ANTHONY J. GROMACKI P.L.S.
M SQUARED ENGINEERING
N19 W6719 COMMERCE COURT
CEDARBURG, WISCONSIN 53012
PHONE: (262) 376-4246

3/25/21
Anthony J. Gromacki

OWNER:
HECKENDORF
1997 SHERMAN ROAD
JACKSON, WISCONSIN 53037

EXHIBIT

OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, 28-10-20

NW COR
NW 1/4
SEC. 28-10-20
CONC. MON.
WITH SEWRPC
BRASS CAP

NOTE 1:
PARCEL 1 AND
QC DEED #1497399

SHERMAN ROAD

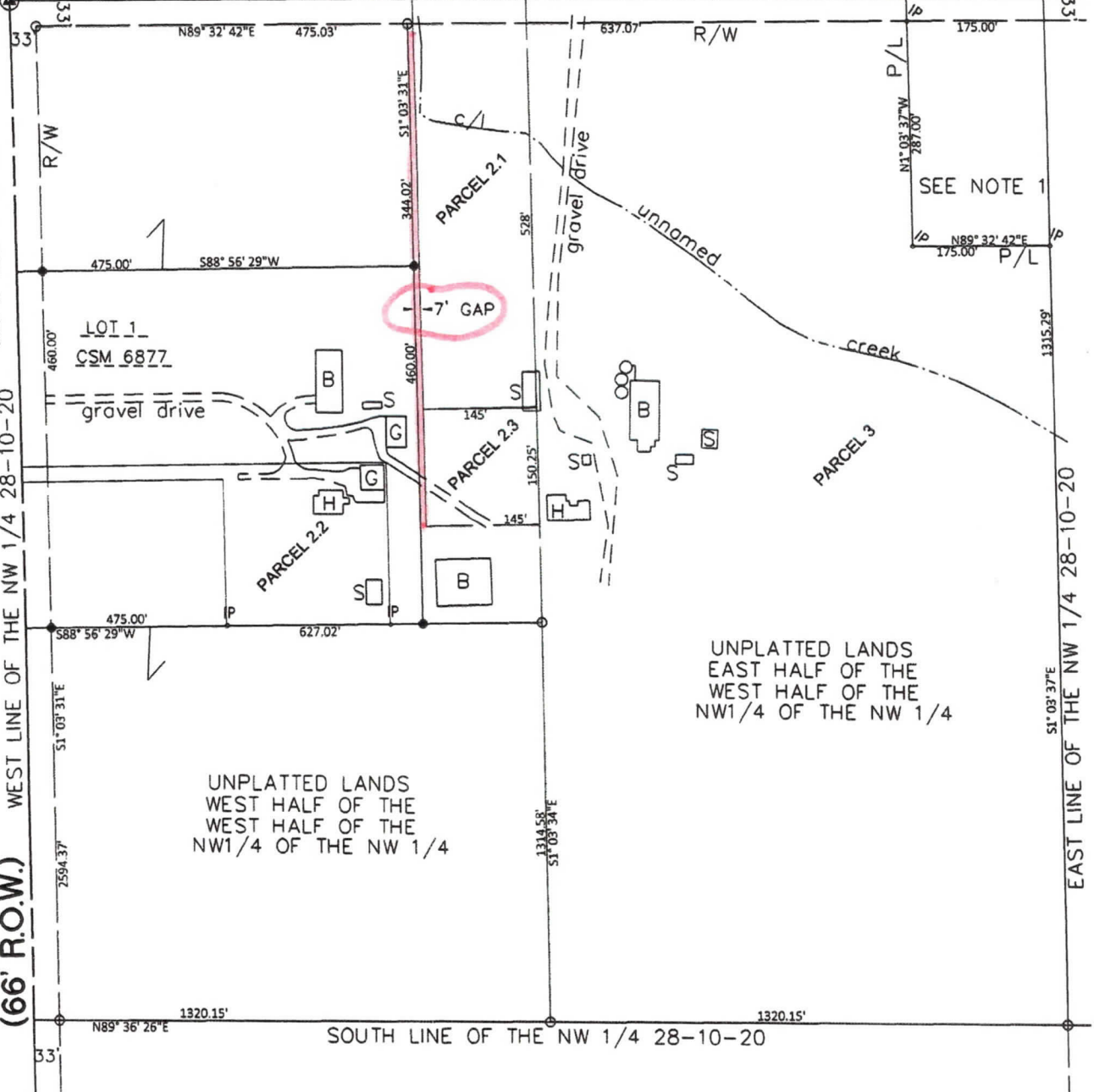
NORTH LINE OF THE NW 1/4 28-10-20

(66' R.O.W.)

MAPLE ROAD

WEST LINE OF THE NW 1/4 28-10-20

(66' R.O.W.)



LEGEND

- IP I.P. (FND)
- CONCRETE MONUMENT WITH BRASS CAP
- 3/4" REBAR (FND)
- 3/4" REBAR (SET)
- H HOUSE
- G GARAGE
- S SHED
- B BARN
- P/L PROPERTY LINE
- R/W RIGHT OF WAY

STATE OF WISCONSIN)
WASHINGTON COUNTY)SS

I Anthony J. Gromacki Land Surveyor in the State of Wisconsin, do hereby certify that on March 15th, 2021 surveyed the above described property according to official records and the accompanying map is true and correct representation of the exterior boundaries of the land surveyed to the best of my belief and knowledge.

THIS INSTRUMENT WAS DRAFTED BY ANTHONY J. GROMACKI, R.L.S. 2090



M Squared Engineering, LLC

...where engineering solutions meet water quality...

N19 W6717 Commerce Court
Cedarburg, WI 53012

Phone: (262)376-4246 www.msquaredengineering.com Fax: (262)375-2274

MELVIN HECKENDORF

PROJECT: HECKENDORF
PROJECT NO.: 21-120-020
DRAWN BY: AJG
DATE: 3/22/2021

PLAT OF SURVEY

SCALE: 1" = 200'

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
"LAUREL SPRINGS ADDITION NO. 1"

LEGAL DESCRIPTION:

Being a redivision of Lots 9-46, Lots 60-68, Outlots 1-4, and Discontinued Roads by Resolution Doc. No. 19-13, dated June 11, 2019, of "Laurel Springs" Subdivision, being a part of the Northeast 1/4 of the Northeast 1/4 of Section 18, Town 10 North, Range 20 East, in the Village of Jackson, Washington County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northeast corner of the said Section 18; Thence North 88°54'08" West and along the North line of the said Northeast 1 /4 Section and the centerline of "Cedar Creek Road", 40.02 feet to a point; Thence South 00°46'47" East, 40.02 feet to a point where the North Right-of-Way line of said "Cedar Creek Road" meets the West Right-of-Way line of "Jackson Drive", said point being the place of beginning of lands hereinafter described;

Continuing thence South 00°46'47" East and along the said West Right-of Way line being parallel to and at a right angle distance of 40.00 feet from the East line of the said Northeast 1/4 Section, 1115.14 feet to a point; Thence North 50°34'03" West and along the Northeast line of Lot 3 of said "Laurel Springs" Subdivision, 167.79 feet to a point; Thence South 74°33'32" West and along the North line of Lot 4 of said "Laurel Springs" Subdivision, 168.94 feet to a point; Thence North 84°38'36" West and along the North line of Lot 5 of said "Laurel Springs" Subdivision, 75.77 feet to a point; Thence South 77°05'22" West and along the North line of Lot 8 of said "Laurel Springs" Subdivision, 169.39 feet to a point on the East Right-of-Way line of "Crestview Drive"; Thence North 12°54'38" West and along the said East Right-of-Way line, 3.10 feet to a point of curvature; Thence Northwesterly 87.18 feet along the said East Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 317.00 feet, whose central angle is 15°45'26", and whose chord bears North 05°01'55" East, 86.91 feet to a point; Thence North 87°09'13" West and along the North line of Lot 47 of said "Laurel Springs" Subdivision and the Easterly extension thereof, 177.59 feet to a point; Thence North 57°37'23" West and along the Northeasterly line of Lot 49 of said "Laurel Springs" Subdivision, 172.37 feet to a point; Thence South 84°26'51" West and along the North line of Lot 50 of said "Laurel Springs" Subdivision, 184.51 feet to a point on the East Right-of-Way line of the "Fox Valley & Western Railroad"; Thence North 00°17'24" West and along the said East Railroad Right-of-Way line, 665.10 feet to a point; Thence South 88°54'08" East and along the South line of Unplatted Lands, 223.59 feet to a point; Thence North 00°16'25" West and along the East line of said Unplatted Lands, 266.15 feet to a point on the said South Right-of-Way line of "Cedar Creek Road"; Thence South 88°54'08" East and along the said South Right-of-Way line being parallel to and at a right angle distance of 40.00 feet from the said North line of the said Northeast 1/4 Section, 813.96 feet to the point of beginning of this description.

Said Parcel contains 992,017 Square Feet (or 22.7736 Acres) of land, more or less.



EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
"LAUREL SPRINGS ADDITION NO. 1"

LEGAL DESCRIPTION:

Lots 100 through 145 and Outlots 5 through 9 of "Laurel Springs Addition No. 1", recorded in the Office of the Register of Deeds for Washington County on September 17, 2019, in Map Book 50, at Pages 45 through 47 inclusive, as Document No. 1480010. being Subdivision of a part of the Northeast 1/4 of the Northeast 1/4 of Section 18, Town 10 North, Range 20 East, in the Village of Jackson, Washington County, Wisconsin.



DEVELOPMENT AGREEMENT

Document Number

Document Title

Recording Area

Name and Return Address

Jennifer L. Keller
Village of Jackson
PO Box 637
Jackson, WI 53037

Parcel Identification Number (PIN)

VILLAGE OF JACKSON

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

STATE OF WISCONSIN)

) ss.

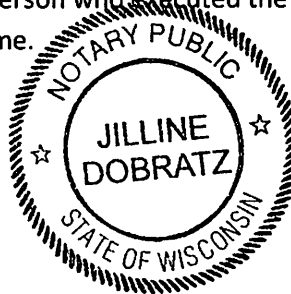
COUNTY OF WASHINGTON)

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

Jilline Dobratz

Notary Public, State of Wisconsin

My commission: May 21, 2023



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

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

WRDA Rev. 12/22/2010

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this 11th day of June, 2019, by and between Bielinski Homes, 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 22.77 acres which has been zoned and approved for single-family development in the Village of Jackson, Washington County, Wisconsin, as follows:

**LAUREL SPRINGS Addition No. 1
See EXHIBIT "A" Attached Hereto
for legal description**

WHEREAS, the Developer has completed Laurel Springs Phase I per the Development Agreement dated July 10, 2007; and

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

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

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

SECTION I. IMPROVEMENTS

A. **Phasing** The public improvements within the project shall be completed in Phase 1 in accordance with the plan attached hereto (see Exhibit "B").

B. **Streets**

1. Developer shall complete the re-construction of Jackson Drive and Cedar Creek Road in accordance with **Exhibit B** by December 31, 2019, and the construction of Hidden Creek Road and Laurel Springs Circle, except the final course of asphalt, including underground utilities prior to issuance of building permits within the site, other than the building permits for the model homes referred to in Section IV, D.3.

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

C. Sanitary Sewer

1. Developer shall furnish, construct, and install sanitary sewer system in accordance with the design plans prepared by Trio 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. Developer or subsequent builders are responsible for connecting sanitary sewer laterals to the sanitary sewer system.
4. Sanitary sewer connections shall be determined to occur at the time each building permit is issued and shall be paid according to the connection fee in effect at the time each building permit is issued, by the builder requesting each permit.

D. Water Distribution

1. Developer shall furnish, construct and install water mains in accordance with the design plans prepared by Trio Engineering and as approved by the Village. If a water main in excess of 12 inches is required, the Village is responsible for the cost of oversizing. Costs shall be paid within 45 days of receiving a detailed billing from Developer.
2. All water main and service lateral construction by Developer shall be done in accordance with standard specifications of the Village and shall be completed prior to the application of the first lift of asphalt street paving.
3. Water connection charges shall be determined at the time each building permit is issued and shall be paid by the builder requesting the connection according to the connection/impact fee in effect at the time each building permit issued.
4. The Developer shall cooperate with the Village in the extension of the water main for the use of the general public from the eastern boundary of Developer's site to the east right of way line of the Canadian National railroad tracks.

E. Storm Sewer

1. Developer shall furnish, construct, and install surface/storm water system in accordance with the design plans prepared by Trio 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.

F. Bicycle/Pedestrian Path

Developer shall cause to be installed a 10-foot wide bicycle/pedestrian path along the western edge of Jackson Drive at Developer's expense, constructed with a gravel base and asphalt surface as per plans approved by the Village Engineer.

G. Sidewalks

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

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

I. Grading Plan

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

J. Landscaping

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.D.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 Developer, in accordance with this Agreement and the Village's standard specifications. Prior to proceeding with such replacement, repair, or construction, the Village shall give Developer notice of any deficiency in Developer's performance and allow not less than 30 days for Developer to correct such deficiency. Developer shall reimburse the Village for its costs in connection with such replacement, repair, or construction.

M. Signs

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

N. Street Lamps

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 Developer, the Village Engineer shall report the satisfactory completion and recommend acceptance of all improvements to the Board of Public Works and Village Board. The Village Engineer shall review any written requests from Developer and respond in writing within 30 days of receiving said letter indicating acceptance or reasons for denial of acceptance of said improvements. Developer shall pay the actual cost of such inspections as required by Section 38.14(f) of the Village of Jackson Municipal Code (see Exhibit "C").

B. As-Builts

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

C. Dedication

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

D. Acceptance

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

E. Street and Bicycle/Pedestrian Path Grades

Prior to construction, the Village shall establish the grade of all streets and bicycle/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

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

G. Title Evidence

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

H. As-Built Alterations or Repairs

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

SECTION III. FINANCIAL GUARANTEE

A. Letter of Credit

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

B. Preservation of Assessment Rights

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

C. Remedies Not Exclusive

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

SECTION IV. PERMITS AND FEES

A. Park Fees

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

B. Police and Fire Impact Fees

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

C. Washington County Special Assessment

Developer agrees the Washington County Special for sewer and water shall be paid according to the assessment 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.

D. Building Permits

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

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

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

3. Notwithstanding anything contained herein to the contrary, Developer is authorized to receive up to **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 Developer has installed, and the Village has accepted, all public improvements within the phase, except the final course of asphalt. The model homes may continue as model homes until sold.

E. Developer's Responsibility for Work

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

F. Insurance Requirements

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

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

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

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

SECTION V. LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY

A. Laws to be Observed

Developer shall at all times observe and comply with all federal, state, and local laws, regulations, and ordinances which are in effect or which may be placed in effect, which may affect the conduct of the work to be accomplished under this Agreement ("Work"). Developer shall indemnify and save harmless, the Village and all its agents, officers, and employees,

against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether by himself or his agents, employees, or contractors. Developer shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the work to be completed under this Agreement.

B. Public Protection and Safety

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

Owner’s Protective Liability (Independent Contractor Insurance):

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

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

E. Indemnification

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

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. REIMBURSEMENT OF WATER MAIN EXTENSIONS

A. Jackson Drive

It is agreed and understood by the parties that the Village of Jackson is requesting Developer to install water main within the reconstructed Jackson Drive during Addition No. 1 of the Laurel Springs Development. The east side of Jackson Drive right of way is currently located within the Town of Jackson. It is agreed by the Village that the public improvements being installed by Developer will serve and benefit the Village of Jackson, as well as future development within the area. Therefore, the parties agree that after installation of the water main extended by Developer, and the acceptance of the dedication of the water main within Jackson Drive by the Village, the Village shall reimburse Developer for the improvements associated with said extension. Said improvements shall include, but not be limited to, all costs of grading, paving, water extension, water laterals, engineering, and legal fees, surveying fees, or any other fees associated with the installation of the water main within Jackson Drive. Costs shall be paid to Developer within 30 days of acceptance of the dedication of water main and receipt of detailed billings regarding said improvement (see **Exhibit "E"**).

B. Industrial Park Water Connection

It is agreed and understood by the parties that the Village of Jackson, as the Jackson Water Utility is requesting Developer to install water main from Northwest Business Park, being on the west side of the railroad tracks, to the Laurel Springs Subdivision. It is agreed by the Village that the public improvements being installed by Developer will serve and benefit the Village of Jackson, as well as future development within the area. Therefore, the parties agree that Developer shall assume the cost of all water supply facilities within the proposed subdivision, except for the added cost of installing water mains greater than twelve (12) inches in diameter, which are necessary to serve areas lying outside the proposed development. The Jackson Water Utility is responsible for the difference in cost between a 12-inch pipe and a 16-inch pipe. Costs shall be paid to Developer within 30 days of acceptance of the dedication of water main and receipt of detailed billings regarding said improvement, as in **Exhibit E**.

C. Cedar Creek Road

It is agreed and understood by the parties that the Village of Jackson, as the Jackson Water Utility, is requesting Developer to install a 12" water main on the north side of Cedar Creek Road from Jackson Drive to the proposed Crestview Drive. It is agreed by the Village that the public improvements being installed by Developer will serve and benefit the Village of Jackson, as well as future development within the area. Therefore, the parties agree that after the installation of the water main along the north side of Cedar Creek Road by Developer, and the acceptance of the water main by the Village, the Village shall reimburse Developer for the

improvements associated with said water main, except for improvements installed on adjacent lands owned by Developer. Said improvements shall include, but not be limited to, all costs of grading, boring, water extension, road crossing, asphalt patching, utility adjustments or relocations, engineering and legal fees, surveying fees, permit fees, or any other fees associated with the water main installation. Costs shall be paid to Developer within 30 days of acceptance of the dedication of water main and receipt of detailed billings regarding said improvement, as in Exhibit E.

SECTION VII. MISCELLANEOUS PROVISIONS

A. Survey Monuments

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

B. Zoning

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

C. Indemnification for Environmental Contamination

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

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

D. Easements

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

E. Trash Container

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

F. Pond and Common Areas

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

G. Exhibits

- "A" Legal Description of Property
- "B" Site Plan / Phasing Plan
- "C" Section 38-14 of Municipal Code
- "D" Itemization of Letter of Credit (updated 05/06/2019)
- "E" Other Improvements Village to Reimburse Developer (updated 05/29/2019)

SECTION VII. APPROVAL

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

SECTION VIII. AMENDMENTS

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

SECTION IX. BINDING EFFECT

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

BIELINSKI HOMES, INC.

Dated: June 4, 2019

By: [Signature]

Frank Bielinski, Vice President

Subscribed and sworn to before me

on: June 4, 2019, 2019

Timothy J. Voeller

Notary Public – State of Wisconsin (print name)

[Signature]

Notary signature

My commission expires: is permanent

VILLAGE OF JACKSON

Dated: June 11, 2019

By: [Signature]

Michael E. Schwab, Village President

Subscribed and sworn to before me

on: June 11, 2019

Jilline Dobratz

Notary Public – State of Wisconsin (print name)

[Signature]

Notary signature

My commission expires: May 23, 2023



Drafted by: John Walther

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
"LAUREL SPRINGS ADDITION NO. 1"

LEGAL DESCRIPTION:

Lots 100 through 145 and Outlots 5 through 9 of "Laurel Springs Addition No. 1", recorded in the Office of the Register of Deeds for Washington County on September 17, 2019, in Map Book 50, at Pages 45 through 47 inclusive, as Document No. 1480010. being Subdivision of a part of the Northeast 1/4 of the Northeast 1/4 of Section 18, Town 10 North, Range 20 East, in the Village of Jackson, Washington County, Wisconsin.



[illegible]

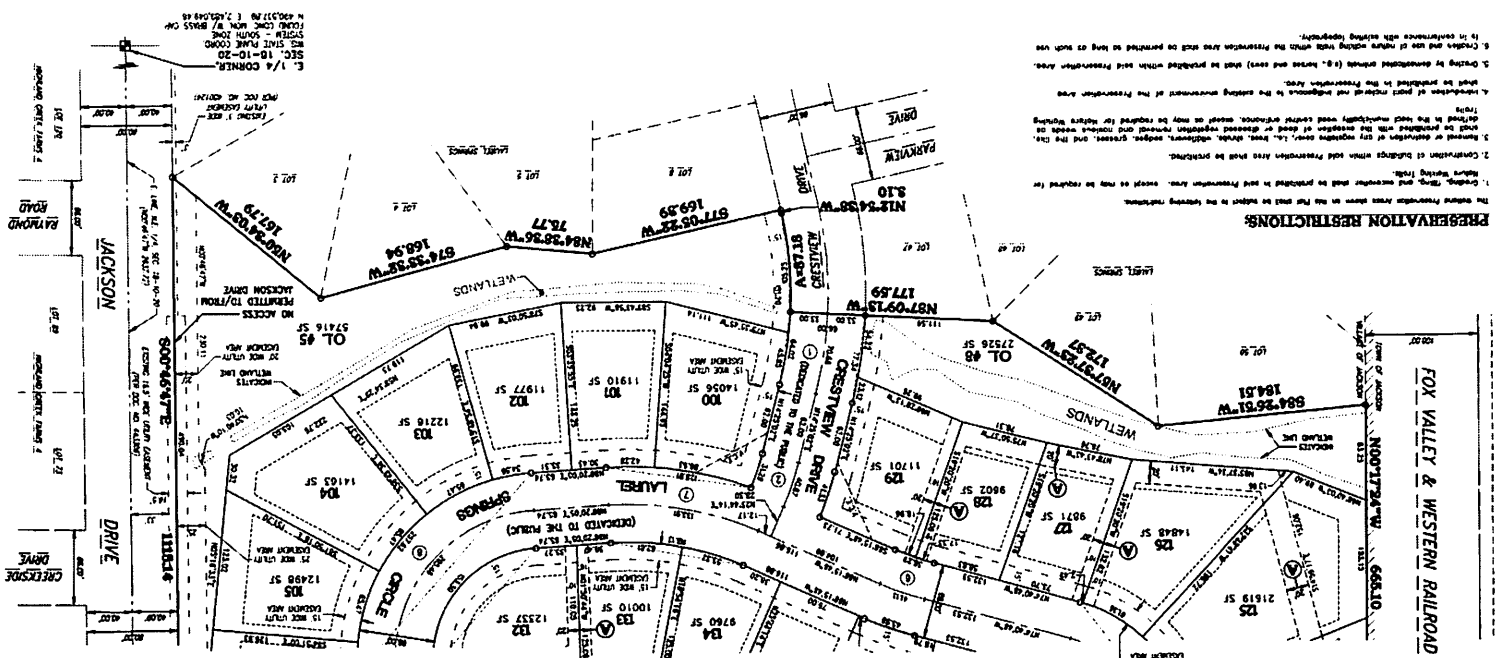
CURVE TABLE (Cont.)

[illegible]

CONVE TABLE (CONT.)

[illegible]

DATE	TIME	LOCATION	REMARKS
CONVEY TABLE (CONT)			



BEING A RETURN OF LOTS 3-54, LOTS 55-60, 00/01/02, 4-10 AND 11, BEING THE LOTS OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWN 10 NORTH, RANGE 20 EAST, IN THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN. NO. 19-12, DATED JUNE 12, 2019, BEING A PART OF LAUREL SPRINGS SUBDIVISION, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWN 10 NORTH, RANGE 20 EAST, IN THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN.

LAUREL SPRINGS ADDITION NO. 1



1200 W. NORTH AVENUE
BUILDING D
BROOKFIELD, WI 53005
Phone (414) 794-1400
Fax (414) 794-1401

[illegible]

There are no references to this plot with respect to States 236-15, 236-16, 236-20 and 236-21-13 and 236-21-14 as provided by a 236-12 W. V. State.

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

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"

Letter Of Credit On Total Improvement Costs

Laurel Springs Addition #1, Village of Jackson, WI

Item	Amount
Grading, Erosion Control & Final Site Stabilization	\$451,650.00
Complete Sanitary Sewer Construction	\$391,000.00
Complete Water System Construction	\$493,000.00
Complete Storm Sewer Construction	\$306,000.00
Concrete Curb & Gutter	\$105,405.00
Asphalt Road Paving (Base, Stone and Binder Course Subd. Only)	\$214,835.00
Asphalt Road Work Area IV Jackson Dr.	\$35,975.00
Asphalt Trail (10') Area III Jackson Dr.	\$27,500.00
Asphalt Road Work Area II Cedar Creek Rd.	\$21,250.00
Concrete Sidewalks	\$114,055.00
Surface Course Asphalt Paving (Subdivision Only)	\$90,010.00
Street Trees	\$30,000.00
Subtotal	\$2,280,680.00
Contingencies (15%)	\$342,102.00
Letter of Credit Amount	\$2,622,782.00

Exhibit E
Laurel Springs Subdivision Additional No. 1
Estimated Offsite Improvements Village to Reimburse Developer

5/29/2019

Items for Reimbursement	Bielinski Homes Proposals	Bielinski Homes 2019 Proposals	Village of Jackson Proposals	Village of Jackson Comments	Bielinski Response 4/23/2018
PERMITS and FEES					
Other Fees/Permits	\$500.00		Not included	Show details of fees and permits paid	Estimated costs
ENGINEERING					
Civil Engineering & As-Built (TRIO)	\$9,518.00	\$8,210.50	\$8,210.50	Provide fee and hours and details of work	Attached bill of \$7,517.50/\$2,000 est.
Engineering Inspections	\$5,000.00		Not included	Remove Village will not charge for hired inspector	Separate hours to be logged
Legal Fees	\$500.00		Not included	Remove Village will not pay your legal fees	Ok
SITE WORK					
Jackson Drive Reconstruction					
Survey/Stake Out (TRIO)	\$2,500.00	\$2,500.00	\$2,500.00	Provide fee and hours of work	Estimated Costs
Rough & Finish Grading/Erosion/Top Soil/Seeding	\$11,750.00	\$11,750.00	\$11,750.00	Is this for backfilling curb?	Yes a portion of the total
Water Main (669 LF 8" PVC)	\$70,600.00	\$80,000.00	\$80,000.00	\$119.58 per foot	
Compaction Testing - PSI	\$2,250.00		Not included	Proof rolling will be done - remove cost	
Granular Backfill Roadways	Included				
Dewatering	Not Included				
Crushed Stone (P&D)	Included				
Curb/Gutter Jackson Drive (730 L.F.)	\$10,220.00	\$12,228.00	\$12,228.00	\$16.75 per foot	
Asphalt Work Area IV Jackson Drive	\$32,250.00	\$35,975.00	\$35,975.00	Provide details of cost per ton or S.Y.	9" stone base/5" asphalt 1135 SY (\$28.41)
Pavement Marking	\$3,000.00		Not included	Village will hire Washington County	Ok
Cedar Creek Road Reconstruction					
Survey/Stake Out (TRIO)	\$2,150.00	\$2,150.00	\$2,150.00	Provide fee & hours of work	
Rough & Finish Grading/Erosion/Top Soil/Seeding	\$9,950.00	\$9,950.00	\$9,950.00		
Water Main (280 LF 8" & 12" PVC)	\$60,300.00	\$64,000.00	\$64,000.00	\$228.57 per foot	
Compaction Testing - PSI	\$1,750.00			Proof rolling will be done - remove cost	
Granular Backfill Roadways	Included				
Dewatering	Not Included				
Crushed Stone (P&D)	Included				
Asphalt Work Area II Cedar Creek Road	\$19,675.00	\$21,250.00	\$21,250.00	Provide details of cost per ton or S.Y.	9" stone base/5" asphalt 450 SY (\$43.72)
Pavement Marking	\$2,000.00		Not included	Village will hire Washington County	Ok
Rail Road Water Main Construction (Industrial Park)					
Recap 16" vs 12" Water Main Under RR (272 LF)	\$7,000.00	\$7,000.00	\$7,000.00		
SITE WORK TOTAL	\$250,913.00	\$255,013.50	\$255,013.50		

Note: The Village of Jackson will reimburse actual cost of construction and not a lump sum bid cost.

STAFF REVIEW COMMENTS
Plan Commission Meeting – April 29, 2021

1. Concept Plan – Proposed Land Division – John Lamm – Glen Brook Drive

Building Inspection

- Applicant is seeking preliminary approval for a proposed land division of Parcel No. 052600Z which is 2.720 acres in area. Applicant intends to create up to seven parcels ranging in approximate sizes from 5,075 sq. ft. to 10,200 sq. ft. intended for residential, single-family development. The documents provided are purely conceptual and not final. Applicant is open to feedback from the Village regarding the proposal.
- Inspection Department recommends the number of lots be decreased to allow lot sizes to be increased to a larger more consistent size. For comparison, the adjacent Cobblestone Meadows has lots ranging in area from 11,161 sq. ft. to 23,062 sq. ft. Current zoning ordinances have established lot minimums ranging from 8,000 sq. ft. (R-5) to 16,000 sq. ft. (R-1). The proposed density is 2.58 dwelling units per acre. General density ranges include: R-1:2.7, R-2:3.1, R-3:3.6, R-4:4.4, R-5:5.4 for single-family development.
- This property is zoned PUD therefore, the Village may approve any lot size and density deemed appropriate. Typical frontage setbacks would be applicable.
- Utility improvements would be required to serve the proposed development. Inspection Dept. defers to Public Works/Engineering regarding requirements.

Public Works/Engineering

- The proposed concept plan would be a private road. Per Section 38-143 of the Village Code, the minimum right of way width is 60 ft.
- Water and Sewer mains and water service valves shall be located in a street right of way. No laterals crossing an adjacent lot will be allowed for a subdivision plat.
- The property has an outstanding special assessment owed to the Developer of Glen Brooke Drive. Agreement of payment will be necessary before proceeding to development the property.

Police Department

- No comments

STAFF REVIEW COMMENTS
Plan Commission Meeting – April 29, 2021

Fire Department

- Lamm Development – Make sure hydrant placement is good and within 500 feet.
- Hidden intersection on curve of road concerns me as far as accidents.

Administrative/Planning

- Residential development of the lot is consistent with the current PUD zoning designation and zoning of surrounding parcels. Staff defer to Building Inspector Johnson's determination if these lots allow for permissible setbacks to be met, as well as lot frontage minimums for access. Staff also defer to DPW/Engineer Kober and Board of Public Works related to any utility connectivity concerns.

2. Extra Territorial Plat/CSM – Heckendorf Farms LLC – 2039 Sherman Road

Building Inspection

- No comments

Public Works/Engineering

- The property is connected to the Jackson Water Utility. The CSM is to correct the west property line. Recommend approval of the CSM.

Police Department

- No comments

Fire Department

- If housing is going in here, a fire hydrant has to be within 500 ft of the structure.

Administrative/Planning

- The Application shall have a date added to it for completeness. Updated Staff information on the application will also be completed. No additional comments on this item.

STAFF REVIEW COMMENTS
Plan Commission Meeting – April 29, 2021

3. Developers Agreement – Amended – Laurel Springs Addition #1

Building Inspection

- No comments

Public Works/Engineering

- Correction of the legal description. Recommend approval.

Police Department

- No comments

Fire Department

- Laurel Springs – Going back 20+ years, there was a plan for the corner of Jackson and Cedar Creek road that, when it was developed, the developer would provide the village an easement with power run to it for the purpose of putting a weather siren there. I cannot find anything in writing, but we may want to look back. I did not see anything in the developer's agreement. Curious more than anything if the weather siren thing actually happened.

Administrative/Planning

- Staff recommend approval of the updated legal description in Exhibit A and the updated Plat Map so that the Developer's Agreement, originally signed in 2019, can be accurate at the time of recording once delivered to the Washington County Register of Deeds. Because the approved Developer's Agreement was not recorded in a timely fashion, the legal descriptions and Plat Map have been amended to reflect the Final Plat Map lot numbers and designated outlots already recorded to these parcels.