

**NOTICE**

A meeting of the City of Evansville Plan Commission will be held via video and/or audio remotely on the date and time stated below. Notice is further given that members of the City Council might be in attendance. Requests for persons with disabilities who need assistance to participate in this meeting should be made by calling City Hall: (608)-882-2266 with as much advanced notice as possible. Submit Public Comments in advance by email to [jason.sergeant@ci.evansville.wi](mailto:jason.sergeant@ci.evansville.wi), by leaving in the drop box in front of City Hall at 31 S Madison Street, or by mail to PO Box 529, Evansville, WI 53536.

City of Evansville **Plan Commission**  
 Regular Meeting  
 Tuesday, November 3, 2020, 6:00 p.m.

**Due to County, State and Federal social distancing recommendations in response to COVID-19, this meeting is being held virtually. Commission members, applicants, and members of the public will be required to participate via the virtual format. To participate via video, go to this website: <https://meet.google.com/fes-vcir-rfv>. To participate via phone, call this number: 1 608-764-9643 and enter PIN: 352 918 263# when prompted.**

**AGENDA**

1. Call to Order
2. Roll Call
3. Motion to Approve Agenda
4. Motion to waive the reading of the minutes from the October 6, 2020 meeting and approve them as printed.
5. Civility Reminder
6. Citizen appearances other than agenda items listed
  - A. Sidewalk Concerns on Parcel 6-27-933.03A
  - B. Conditional Use Discussion for Dog Kennel
7. New Business
  - A. Discussion and Public Hearing of Conditional Use Permit Application CUP-2020-05 Conditional Use Permit for a Group Day Care Center (nine or more children) per Sec. 130-413 on parcel 6-27-132.6 and 6-27-132.5 at 295 S Union Street.
    - i. Review Preliminary Plat and Staff Comments
    - ii. Public Hearing
    - iii. Plan Commissioner Questions and Comments
    - iv. Motion to approve.
  - B. Discussion of Final Land Division and Draft Development Agreement for Settler's Grove
  - C. Discussion on Municipal Services Recommended Ordinances 2020-10 and 2020-11
  - D. Discussion of Ordinance 2020-12, Chapter 110 Subdivisions.
  - E. Discussion of Ordinance 2020-13, Chapter 130 Zoning
  - F. Motion to Recommend Resolution 2020-24
  - G. Discussion and Motion to Approve 2021 Meeting Dates
8. Next Meeting Dates: Tuesday, December 1, 2020 at 6:00pm
9. Motion to Adjourn

*-Mayor Bill Hurtley, Plan Commission Chair*



*These minutes are not official until approved by the City of Evansville Plan Commission.*

**City of Evansville Plan Commission  
Regular Meeting  
October 6, 2020, 6:00 p.m.  
Meeting held virtually due to COVID-19 Guidelines**

**MINUTES**

**1. Call to Order** at 6:02 pm.

**2. Roll Call:**

<b>Members</b>	<b>Present/Absent</b>	<b>Others Present</b>
Mayor Bill Hurtley	P	Community Development Director Jason Sergeant
Aldersperson Rick Cole	P	William Wassing, Community Member
Aldersperson Erika Stuart	P	Jason Laska
Bill Hammann	P	Johanna Lema
John Gishnock	P	Roger Berg
Mike Scarmon	P	
Susan Becker	P	

**3. Motion to approve the agenda, by Cole, seconded by Becker. Approved unanimously.**

**4. Motion to waive the reading of the minutes from the September 1, 2020 Meeting and approve them as printed by Cole, seconded by Becker. Approved unanimously.**

**5. Civility Reminder.** Hurtley noted the City’s commitment to civil discourse.

**6. Citizen appearances other than agenda items listed.**

**A. Discussion regarding conditional use for daycare at 295 S Union.** Johanna Lema shared plans to open a daycare, commission asked about parking and sidewalks.

**7. New Business**

**A. Discussion and Public Hearing of Preliminary Land Division Application LD-2020-04 to create Two Family Twin Lots at 554/556 Stonewood Court on parcel 6-27- 533.514.**

- i. Review Preliminary Plat and Staff Comments.** Sergeant summarized the application
- ii. Public Hearing.** Hurtley opened the public hearing, closed with no comments.
- iii. Plan Commissioner Questions and Comments.** None
- iv. Motion to approve. Motion to recommend to Common Council approval of certified survey map to divide parcel 6-27-533.514 (Tax ID 222 04701514) into a Two-family twin lot located at 554/556 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the condition the final CSM and joint cross access easement agreement is recorded with Rock County Register of Deeds. Motion by Cole, seconded by Stuart. Approved unanimously.**

*These minutes are not official until approved by the City of Evansville Plan Commission.*

- B. Discussion and Public Hearing of an Application to Rezone, RZ-2020-03, a newly created subdivision, “Settler’s Grove,” on Porter Road parcels 6-27-970.2 and 6-27-970G.**
- i. Review Request and Staff Comments.** Sergeant reviewed the application.
  - ii. Public Hearing.** Hurtley opened the public hearing, closed with no comments.
  - iii. Plan Commissioner Questions and Comments.** Commission discussed the lack of B-1 zoning and was okay with the zoning presented, however some additional R-2 at the corners would be preferred.
- C. Review and Discussion of Draft Settler’s Grove Development Agreement.** The commission discussed the desire to see hammerhead turnarounds at each street ending as well as some mechanism to limit garage frontage.
- D. Online Permitting Discussion and Possible Motion to Recommend.** Sergeant explained a software solution to permit management has been discussed and was originally intended to be contracted in 2021. Staff has decided to move forward this year to better serve applicants when city hall is often closed due to trends in COVID-19 numbers.
- E. Discussion and Motion to Recommend Ordinance 2020-12.** Sergeant shared the ordinance for updating Chapter 110. *Motion by Hammann, seconded by Cole. Approved unanimously.*
- 8. Next Meeting Dates: Tuesday, November 3, 2020 at 6:00pm.** Commission would like to meet virtually for next meeting.
- 9. Motion to Adjourn by Cole, seconded by Stuart. Approved Unanimously.**

October 5, 2020

Jason Sergeant  
Community Development Director  
City of Evansville  
31 S. Madison Street  
Evansville, WI 53536

RE: Request for Waiver

Mr. Sergeant,

We received an Inspection Report dated August 11, 2020 regarding sidewalks for 272 N. 4<sup>th</sup> Street, Evansville.

We are requesting a waiver be granted waiving Municipal Ordinance Sec 106-81 requiring installation of a sidewalk for the property at 272 N. 4<sup>th</sup> Street. An Occupancy permit was issued back in November, 2019 for this property and the issue with regard to the sidewalk was never addressed at that time.

As you can see from the enclosed photos, there are currently no sidewalks adjacent to or across from 272 N. 4<sup>th</sup> Street. The sidewalk in question for 272 N. 4<sup>th</sup> Street would only be approximately 3' and 26' on either side of the driveway. As the current street situation is, a sidewalk at this property would be isolated and would not connect with any other sidewalk in the neighborhood.

We would be happy to answer any questions with regard to this issue.

We appreciate your consideration and hope that this waiver request is granted.

Thank you.

Dan & Sue White  
272 N. 4<sup>th</sup> Street  
Evansville, WI 53536  
608-575-9503  
[swhite032@hotmail.com](mailto:swhite032@hotmail.com)

cc: Larry Schalk, Inspector via email

approx.  
31' to property  
line





approx 270  
to  
property  
line



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**Request for Waiver for 272 N. 4th Street**

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**Jason Sergeant** <jason.sergeant@ci.evansville.wi.gov>

Tue, Oct 6, 2020 at 2:06 PM

To: Sue White &lt;swhite032@hotmail.com&gt;

Cc: Larry Schalk &lt;larry.schalk@ci.evansville.wi.gov&gt;, "Dan (d.white32@live.com)" &lt;d.white32@live.com&gt;

Sue,

Thanks for the email. I hope you and Dan are settled into the new home. It looks beautiful! I hate to be the messenger of bad news, but the requirements to install a sidewalk are specifically called out in Section 106-81 (g) (2) b of the Municipal Code (cut and pasted below for reference):

**(g) Required Location.****(1) *New developments and areas.* Sidewalks shall be required in all new developments and areas as per Sec. 110-160.****(2) *Existing developments and areas.* Sidewalks shall be required in all existing developments and areas as per Sec. 110-160, under the following conditions:**

- a. The addition or continuation of sidewalks improves the safety and mobility of pedestrians in areas surrounding schools, other public buildings, and residential neighborhoods. Including roads defined as primary local, collector, and arterial on the City's *Transportation Plan Map*.**
- b. Any repair, reconstruction, rehabilitation, addition, or improvement of a principal building, the cost of which has a value of 50% or greater than the assessed value of the subject property.**
- c. During the repair and replacement of roadway and other public works projects.**
- d. The requirements for existing developments and areas under subsection (f) of this section do not apply to one-way streets, listed under Sec. 122-63 (b), when the existing right-of-way is less than 30 feet in width. The City Engineer shall determine the side of the street for construction of sidewalk.**

The Code does not give myself, or Larry any ability to waive provisions. I understand the sidewalk would currently be placed in a location with no connecting sidewalk. This similar condition has occurred on several recent homes constructed on existing lots on Hillside Court and West Main. Larry and I sympathise with the frustration of such a requirement, but we are responsible to enact the ordinances as prescribed to through Common Council authority. I can share, the council has added money to the 2021 Budget to more aggressively fill in missing sidewalk gaps around the city starting on Main Street. The goal is to eventually have sidewalks on both sides of all streets for universal accessibility to residents of differing abilities. Finally, the requirement for sidewalks has now been called out more explicitly in building permit approvals to avoid confusion.

Please let us know an expected timeline for installation, I'm not aware of any communications to date with the Inspector regarding this topic, so apologies if a timeline has already been prescribed.

Best Regards - Jason

[Quoted text hidden]

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**Jason Sergeant****Community Development Director**

City of Evansville

31 S. Madison Street

PO Box 529

Evansville, WI 53536

**Office: (608)-882-2285****Fax: (608)-882-2282**[Jason.sergeant@ci.evansville.wi.gov](mailto:jason.sergeant@ci.evansville.wi.gov)





**STAFF REPORT – CONDITIONAL USE PERMIT APPLICATION**

App. No.: CUP-2020-05

Applicant/Property Owner: Pleasy R Berg Trust

Address: 295 S Union St.

Parcel No.: 6-27-132.6

Tax ID: 22200113406

**November 3, 2020**

Prepared by: Jason Sergeant, Community Development Director  
 Prepared for: **City of Evansville Plan Commission**



*Figure 1 Location Map*

**Description of request:** an application for a conditional use permit on parcel 6-27-132.6 (Tax ID 22200113406) located at 295 S Union Street has been submitted for consideration by the Plan Commission. The request is to operate a Group Day Care Center (nine or more children) per section 130-413. The Parcel is zoned B-5 Special Use Business District, as per the Evansville Zoning Ordinance a CUP is required for Group Day Care Centers.

**Staff Analysis of Request:** The proposal is believed to meet the minimum standards of the zoning district. Site plan improvements require addition of on-site parking or sidewalk and planting of trees and bushes to better comply with landscaping standards.

The applicant stated no additional exterior lighting or HVAC equipment is being added, additionally, one accessible parking space will be added on site. Staff requested a sidewalk along S Union to better facilitate on-street parking of the required 10 spaces.

**Required Plan Commission findings for Conditional Use Permit request:** Section 130-104 (3) of the Municipal Code, includes criteria that should be considered in making this decision:

1. **Consistency of the use with the comprehensive plan.** The proposed use in general and in this specific location is consistent with the city's comprehensive plan of November 2015.  
*Staff Comment: The Comprehensive plan indicates a desire to promote a diversity of businesses and promote the reuse of existing facilities.*
2. **Consistency with the City's zoning code, or any other plan, program, or ordinance.** The proposed use in general and in this specific location is consistent with City's zoning code, or any other plan, program, or ordinance, whether adopted or under consideration pursuant to official notice of the city.  
*Staff comment: The proposed use is consistent with the City's zoning code and other plans, programs, and ordinances.*
3. **Effect on nearby property.** The use will not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the City's zoning code, the comprehensive plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the city.  
*Staff Comment: No adverse effect is anticipated on nearby property.*
4. **Appropriateness of use.** The use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.  
*Staff Comment: group day care is an appropriate use in the district.*
5. **Utilities and public services.** The use will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities, or services provided by the City or any other public agency serving the subject property.  
*Staff Comment: the property is connected to public utilities.*

**Required Plan Commission conclusion:** Section 130-104(3)(f) of the Municipal Code requires the Plan Commission to determine whether the potential public benefits of the conditional use do or do not outweigh any and all potential adverse impacts. The proposed motion below states that benefits do in fact outweigh any and all potential adverse impacts. The recommended motion includes a condition.

**Staff recommended motion for CUP:** *The Plan Commission approves the issuance of a Conditional Use Permit for a Group Day Care Center (nine or more children) per Sec. 130-413 on parcel 6-27-132.6 and 6-27-132.5 at 295 S Union Street, finding that the benefits of the use outweigh any potential adverse impacts, and that the proposed use is consistent with the required standards and criteria for issuance of a CUP set forth in Section 130-104(3)(a) through (e) of the Zoning Ordinance, subject to the following conditions:*

1. *CUP is recorded with the Rock County Register of Deeds.*
2. *Applicable Federal, State of WI certifications, approvals and licensing for all facilities are maintained*
3. *Operating hours no earlier than 5am and no later than 8pm daily.*
4. *No exterior storage.*
5. *350 points of landscape elements added before issuance of occupancy permit*
6. *Installation of a 5 foot sidewalk, measured from the back of curb to the west, extending approximately 200 linear feet from the Southernmost ADA ramp to the driveway entrance on the north end of the parcel before issuance of occupancy permit.*
7. *4 trees added and sidewalk constructed along S Union Street adjacent to parcel 6-27-132.5 per October 5, 2015 Plan Commission Site Plan Approval no later than November 1<sup>st</sup>, 2022.*

# CONDITIONAL USE APPLICATION

## Evansville, Wisconsin

Version: December 2017

**General instructions.** Complete this application as it applies to your project. Submit one copy of the application form, **20 copies of any maps**, and the required application fee to the Community Development Director. Before you formally submit your application and fee, you may submit one copy to the Community Development Director, who will ensure it is complete. If you have any questions, contact the Interim Community Development Director at 608.882.2285 or [jason.sergeant@ci.evansville.wi.gov](mailto:jason.sergeant@ci.evansville.wi.gov). You may download this file off of the City's website at: [www.ci.evansville.wi.gov](http://www.ci.evansville.wi.gov).

PLEASE COMPLETE ALL SECTIONS OF THIS APPLICATION AND INCLUDE ALL REQUESTED MAPS. THE APPLICATION WILL NOT BE REVIEWED UNTIL THE ENTIRE APPLICATION IS COMPLETED.

**- Office Use Only -**

Initial application fee	<b>\$300</b>
Receipt number	<u>142329</u>
Date of pre-application meeting	<u>10/1/2020</u>
Date of determination of completeness	<u>[Signature]</u>
Name of zoning administrator	<u>J. Sergeant</u>
Date of Plan Commission review	<u>Nov 3, 20</u>
Application number	<u>CUP-2020-05</u>

**1. Applicant information**

Applicant name Pleasy R. Berg Trust  
 Street address 102 E. Main St  
 City EVANSVILLE  
 State and zip code WI 53536  
 Daytime telephone number 608-882-0897  
 Fax number, if any 608-882-0951  
 E-mail, if any bergrental@att.net



**2. Agent contact information.** Include the names of agents, if any, that helped prepare this application including the supplemental information. Agents may include surveyors, engineers, landscape architects, architects, planners, and attorneys.

	Agent 1	Agent 2	Agent 3
Name	<u>Roger M. Berg</u>	<u>Johanna Lema-Hernandez</u>	
Company	<u>Pleasy R. Berg Trust</u>	<u>Kids and Kids Bilingual Daycare LLC</u>	
Street address	<u>102 E. Main St.</u>	<u>40 Old Hwy 92.</u>	
City	<u>EVANSVILLE</u>	<u>Evansville</u>	
State and zip code	<u>WI 53536</u>	<u>WI 53536.</u>	
Daytime telephone number	<u>608-882-0897</u>	<u>608 3332189.</u>	
Fax number, if any	<u>608-882-0951</u>		
E-mail, if any	<u>bergrental@att.net</u>	<u>jphannalema1979@hotmail.com</u>	

**3. Subject property information**

Street address	<u>295 S. Union St, EVANSVILLE, WI 53536</u>		
Parcel number	<u>6-27-132-6</u>	Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.	
Current zoning classification(s)	Agricultural District      A Residential Districts      RR LL-R12 LL-R15 R-1 R-2 R-3 Business Districts      B-1 B-2 B-3 B-4 <b>B-5</b> Planned Office District      O-1 Industrial Districts      I-1 I-2 I-3		

**CONDITIONAL USE APPLICATION**  
**Evansville, Wisconsin**  
 Version: December 2017

Describe the current use	Dog Kennel
Full legal description *You can request this information from Real Property Division of Rock County *This may be attached as a separate file	PT NE 1/4 SE 1/4 Com N LN Water St. E W LN Exchange St. NW 245', SW 45', SE 220' E 51' to POB (Exc Rd)

**4. Proposed use.** Describe the proposed use.

Daycare Center for Kids & Kids  
 Group Daycare Center (nine or more children)  
 (Section 130-413) J

**5. Operating conditions.** For non-residential uses, describe anticipated operating conditions (hours of operation, conditions that may affect surrounding properties, etc.)

Hours: 5:00 AM to 7:00 PM Monday - Friday  
 conditions that may affect surrounding properties - NONE

**6. Potential nuisances.** Describe any potential nuisances relating to street access, traffic visibility, parking, loading, exterior storage, exterior lighting, vibration, noise, air pollution, odor, electromagnetic radiation, glare and heat, fire and explosion, toxic or noxious materials, waste materials, drainage, and hazardous materials.

NONE

**7. Review criteria.** Describe the reasons why you believe the proposed use is in keeping with the City's master plan. Refer to Section 130-104(3)a-f of the Municipal Code for the review criteria.

Business use

CONDITIONAL USE APPLICATION  
Evansville, Wisconsin  
Version: December 2017

8. **Other information.** Provide any other information relating to the intended project and its relation to nearby properties.

No effects on nearby properties

9. **Site plan.** Include **20 copies** of a site plan (11" x 17") with the application. In addition, the Community Development Director may require one copy that is 24" x 36". A checklist of items that must be shown on the site plan is included at the end of this application.

10. **Location map.** Include a map (8 1/2" x 11") that shows the subject property and all parcels lying within 250 feet of the subject property. This map shall be reproducible with a photocopier, at a scale which is not less than one inch equals 600 feet. It shall include a graphic scale and a north arrow.

11. **Applicant certification**

- ◆ I certify that the application is true as of the date it was submitted to the City for review.
- ◆ I understand that I may be charged additional fees (above and beyond the initial application fee) consistent with the Municipal Code.

*Rogers Berg*

Applicant Signature *Pleasy R. Berg Trust* Date *10/5/2020*  
*Roger M. Berg, Co-Trustee*

12. **Landlord certification (if applicable)**

*\*If you do not own the building that houses your business, you must have your landlord sign this application*

- ◆ I certify that the application is true as of the date it was submitted to the City for review.
- ◆ The applicant has discussed their plans with me, and I support their application for this conditional use permit in my building.

Landlord Signature

Date

**Governing Regulations** The procedures and standards governing this application process are found in Chapter 130, Article 2, Division 8, of the Municipal Code.

# CONDITIONAL USE APPLICATION

## Evansville, Wisconsin

Version: December 2017

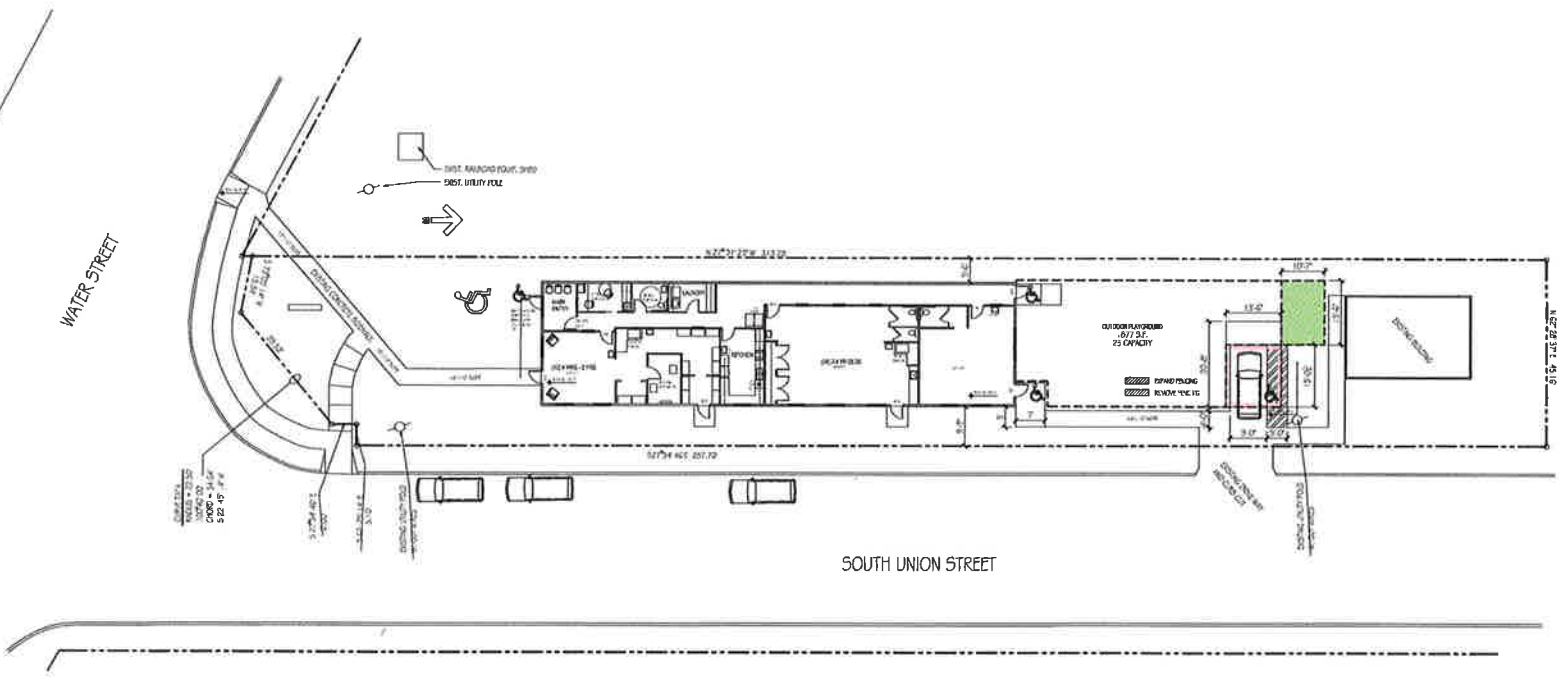
Site Plan Checklist	Complete ?	
	Yes	No
a. Title block with name, address, and phone and fax numbers of the current property owner and/or agents (developer, architect, engineer, planner) for the project	<input type="checkbox"/>	<input checked="" type="checkbox"/> <i>OK</i>
b. Date of the original plan and the latest date of revision	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. North arrow and graphic scale (not smaller than one inch equals 100 feet)	<input checked="" type="checkbox"/>	<input type="checkbox"/> <i>OK</i>
d. Parcel number of the subject property	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Property lines and existing and proposed right-of-way lines, with bearings and distances clearly labeled	<input type="checkbox"/>	<input checked="" type="checkbox"/> <i>OK</i>
f. Existing and proposed easement lines and dimensions with a key on the margin describing ownership and purpose	<input type="checkbox"/>	<input checked="" type="checkbox"/> <i>OK</i>
g. Required building setback lines	<input type="checkbox"/>	<input checked="" type="checkbox"/> <i>OK</i>
h. Existing and proposed buildings, structures, and paved areas, including building entrances, walks, drives, decks, patios, fences, utility poles, drainage facilities, and walls	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. The location and dimension (cross section and entry throat) of all access points onto public streets	<input type="checkbox"/>	<input checked="" type="checkbox"/> <i>OK</i>
j. The location and dimensions of on-site parking (and off-site parking provisions if they are to be employed), including a summary of the number of parking stalls provided versus required by this chapter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. The location and dimension of all loading and service areas of the subject property	<input type="checkbox"/>	<input type="checkbox"/>
l. The location of all outdoor storage areas and the design of all screening devices	<input type="checkbox"/>	<input type="checkbox"/>
m. The location, type, height, size, and lighting of all signage (existing and proposed)	<input type="checkbox"/>	<input type="checkbox"/>
n. The location, type, height, design/type, illumination power and orientation of all exterior lighting on the subject property, including clear demonstration of compliance with lighting requirements of the zoning code	<input type="checkbox"/>	<input type="checkbox"/>
o. The location and type of any permanently protected green space areas	<input type="checkbox"/>	<input checked="" type="checkbox"/> <i>OK</i>
p. The location of existing and proposed drainage facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/> <i>OK</i>
q. In the legend, data for the subject property as follows:	<input type="checkbox"/>	<input type="checkbox"/>
1. Lot area (square feet or acres) <i>9,795</i>	<input type="checkbox"/>	<input type="checkbox"/>
2. Floor area (square feet)	<input type="checkbox"/>	<input type="checkbox"/>
3. Floor area ratio	<input type="checkbox"/>	<input type="checkbox"/>
4. Impervious surface area (square feet)	<input type="checkbox"/>	<input type="checkbox"/>
5. Impervious surface ratio	<input type="checkbox"/>	<input type="checkbox"/>
6. Building height (feet)	<input type="checkbox"/>	<input type="checkbox"/>

CITY OF EVANSVILLE  
 31 SOUTH MADISON STREET  
 PO BOX 529  
 EVANSVILLE WI 53536  
 608-882-2266  
 Receipt No: 1.142329  
 Oct 5, 2020

BERG PLEASY TRUST  
 Previous Balance: .00  
 PLANNING/DEVELOPMENT REVENUE 300.00  
 CON USE PERMIT-295 S  
 UNION ST 6-27-132.6  
 10-44400-560  
 ZONING PERMITS & FEES  
 Total: 300.00  
 =====  
 CHECK  
 Check No: 6315 300.00  
 Payor: KIDS & KIDS BILINGUAL DAYCARE  
 Total Applied: 300.00  
 =====  
 Change Tendered: .00  
 =====  
 10/05/2020 01:06PM

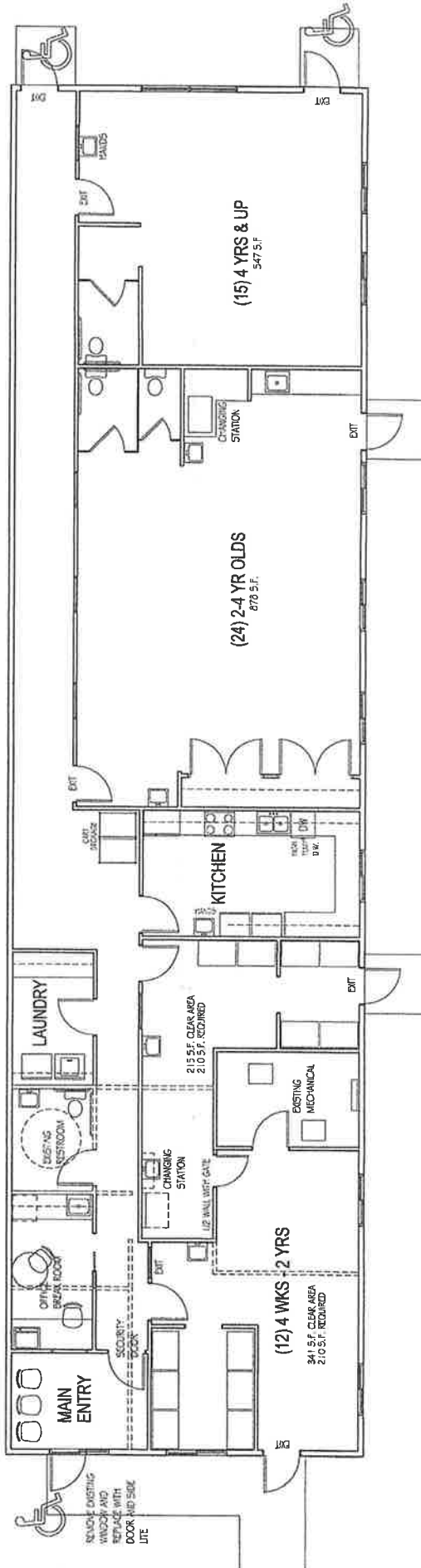
6-27-132.6

Site Plan





6-27-132.6





# City of Evansville Parcel Report - Parcels 6-27-132.6 and 6-27-132.5

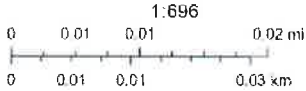
## Area of Interest (AOI) Information

Area : 14,071.54 ft<sup>2</sup>

Oct 6 2020 11:26:10 Central Daylight Time



- Variance/Certificate of Appropriateness
- Evansville Permit Points (All)
- Township Boundary Areas
- Countywide Roads
- CTY
- HIGH
- INTE
- Parcels



County of Rock Land Information Office - Rock County, Wisconsin

Parcel Details

#	TaxID	Parcel #	Site Address	Owner1 First Name	Owner1 Last Name
1	222 00113406	6-27-132.6	295 S UNION ST	PLEASY R	BERG TRUST
2	222 00113405	6-27-132.5		PLEASY R	BERG TRUST
3					

#	Owner2 First Name	Owner2 Last Name	Address	City	State
1			102 E MAIN ST	EVANSVILLE	WI
2			102 E MAIN ST	EVANSVILLE	WI
3					

#	Zip	Land Value	Improvements Value	Total Value	Legal Description
1	53536-1124	12500	98500	111000	PT NE 1/4 SE 1/4 COM N LN WATER ST & W LN EXCHANGE ST, NW 245', SW 45', SE 220', E 51' TO POB (EXC RD)
2	53536-1124	4900	12500	17400	PT NE1/4 SE1/4 COM N LN WATER STREET & W LN EXCHANGE ST, NW 245' FOR POB, NW 95', SW 45', SE 95', NE 45' TO POB
3					

#	Parcel Info Link	Acres	Area(ft²)
1	<a href="http://www.co.rock.wi.us/Rock/TaxSearch/parceldetails.php?taxid=Z222+00113406&amp;taxyear=2020">http://www.co.rock.wi.us/Rock/TaxSearch/parceldetails.php?taxid=Z222+00113406&amp;taxyear=2020</a>	0.22485234	9,794.57
2	<a href="http://www.co.rock.wi.us/Rock/TaxSearch/parceldetails.php?taxid=Z222+00113405&amp;taxyear=2020">http://www.co.rock.wi.us/Rock/TaxSearch/parceldetails.php?taxid=Z222+00113405&amp;taxyear=2020</a>	0.09818584	4,276.98
3		0.01490467	2.42

City Zoning

#	Zoning	Area(ft²)
1	B-5 Special Use Business District	14,071.54

City Permits

#	Permit Type	Date Submitted	Approved	Date Approve/Deny	Comment	Permit Number	Count
1	Variance		Yes	October 15, 2008	Variance for setback and parking requirement for ADEVCO LLC.		1

FEMA Flood Hazard Zones

#	Flood Zone	Flood Zone Subtype	Area(ft²)
1	X	AREA OF MINIMAL FLOOD HAZARD	9,696.34
2	AE		2,536.04
3	X	0.2 PCT ANNUAL CHANCE FLOOD HAZARD	1,839.02

#	DFIRM_ID	VERSION_ID	LOMR_ID	EFF_DATE	CASE_NO
1	55105C	1.1.1.0	55105C_1	May 3, 2017	16-05-6630P

#	SCALE	STATUS	SOURCE_CIT	GFID	Area(ft²)
1	6000	Effective	55105C_LOMC1	f4b5c638-f185-4e5d-9e2a-0b42411c45b5	3,460.29

Jason - Test footnote area if some sort of disclaimer or note would like to be displayed here.

CONDITIONAL USE APPLICATION  
Evansville, Wisconsin  
Version: December 2017

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## FACT SHEET

### ***What is a conditional use?***

A conditional use is a land use that would not be appropriate generally or without restriction throughout a specified area but which, if controlled as to the number, area, location, or relation to the neighborhood, could promote the public health, safety, or general welfare.

### ***What is the purpose of a conditional use permit?***

A conditional use permit allows for the possibility of a conditional land use to exist within the City's zoning code. Conditional use permits are often required to protect residential neighborhoods against potentially disruptive uses. For example, uses which might generate substantial amounts of noise, odor, traffic, or are otherwise incompatible with the neighborhood.

It is the responsibility of the property owner to demonstrate that the use will not create major undesirable impacts on nearby properties, the environment, or the community as a whole. The Evansville Plan Commission may issue a conditional use permit after considering the appropriateness of the use in the proposed location and evaluating how potential undesirable impacts, if any, will be addressed.

### ***What are some examples of uses requiring a conditional use permit?***

Some examples of conditional uses include: restaurants, taverns, theaters, arcades, indoor commercial entertainment community living arrangements, vehicle sales or rental, drive through facilities, group day care centers, vehicle repair and maintenance uses, car washes, personal storage facilities, group developments, or heavy industrial uses.

### ***What information is required to apply for a conditional use permit?***

The applicant must submit maps clearly identifying the property and location of the proposed use. A written description of the proposed conditional use describing the type of activities, buildings, and structures proposed for the subject property and their general locations and a site plan are also required. The applicant should also provide written justification as to the reasons why the applicant believes the proposed conditional use is appropriate and does not create undesirable impacts on nearby properties, the environment, or the community.

### ***What is the process?***

The applicant is encouraged to meet with the City Community Development Director to discuss any questions prior to the submission of the application. After the application is submitted, it will be reviewed by City staff, who will check it for completeness and evaluate whether the use is in harmony with the goals of the City's Comprehensive Plan. The Plan Commission will hold a public hearing, consider the staff recommendations, and make a decision within 60 days of the public hearing. There is a fee of \$300, plus reimbursement of municipal consulting costs. (This fee is in addition to the \$300 fee for site plan review.)

### ***Are there opportunities for public input?***

A public hearing will be scheduled for a Plan Commission meeting. Notice of the hearing will be sent to property owners within 250 feet of the subject property, posted at City Hall, and published in the *Evansville Review*. Interested individuals are encouraged to contact the Community Development with questions prior to the hearing and attend the hearing to share their opinions regarding the application.

Note: This fact sheet is prepared to facilitate an understanding about conditional use permits. Applicants should refer to the City's zoning code for further explanation and requirements. Please contact the Community Development Director at 608.882.2285 or [jason.sergeant@ci.evansville.wi.gov](mailto:jason.sergeant@ci.evansville.wi.gov) if you have any questions.

**Sec. 130-413. Group day care center (nine or more children).**

Group day care centers are land uses in which qualified persons provide child care services for nine or more children. Examples of such land uses include day care centers and nursery schools. Such land uses shall not be located within a residential building. Such land uses may be operated on a for-profit or a not-for-profit basis. Such land uses may be operated in conjunction with another principal land use on the same environs, such as a church, school, business, or civic organization. In such instances, group day care centers are not considered as accessory uses and therefore require review as a separate land use. The following regulations are applicable to group day care centers caring for nine or more children:

- (1) Permitted by right: Not applicable.
- (2) Conditional use regulations: All nonresidential districts except A.
  - a. The facility shall provide a bufferyard along all property borders abutting residentially zoned property with a minimum opacity per section 130-270.
  - b. Such uses shall comply with article II, division 4 of this chapter, pertaining to standards and procedures applicable to all conditional uses.
  - c. The property owner's permission is required as part of the conditional use permit application.
- (3) Parking requirements: One space per five students, plus one space for each employee on the largest work shift. These requirements may be waived by the plan commission for businesses in the B-2 district, following a request from the applicant.

(Ord. No. 1997-18, § 13(17.70(4)(m)), 1-19-1998; Ord. No. 1998-12, § 5(17.70(4)(m)), 9-8-1998, Ord. 2004-18, Ord. 2012-18)



PET WASTE STATION  
PLEASE CLEAN UP AFTER YOUR DOG  
PLEASE DO NOT FEED THE ANIMALS

Das Hund Haus

Das Hund Haus  
Dog Board & Training Center  
SOUTHERN WILSON  
DOG TRAINING ACADEMY  
882-1402  
295









**FINAL LAND DIVIDER'S AGREEMENT – Settler's Grove**

This Agreement made this [redacted] day of \_\_\_\_\_, 2020, between \_\_\_\_\_, hereinafter called the "Developer," and the City of Evansville, a municipal corporation of the State of Wisconsin, located in Rock County, hereinafter called the "City."

WHEREAS, Developer owns approximately ~~\_\_\_\_\_~~ 42.99 acres of land in the City of Evansville that is legally described in Appendix A;

WHEREAS, the above-described land is presently zoned A Agricultural District\_\_\_\_\_;

WHEREAS, Developer desires to subdivide and develop the above-described land for residential purposes to be known as ~~Stonewood-Settler's~~ Settler's Grove Subdivision, hereinafter called the "Subdivision", which ~~will beis presently~~ zoned ~~BR~~ R-1, R-2, and R-3;

WHEREAS, on ~~October 1~~ \_\_\_\_\_, ~~2019~~ 2020, the City's Plan Commission recommended to the City's Common Council approval of a preliminary plat for the Subdivision subject to certain conditions, and on \_\_\_\_\_, ~~2019~~ 2020, the Common Council approved a preliminary plat for the Subdivision subject to certain conditions;

WHEREAS, the Plan Commission and the City Council have reviewed this final land divider's Agreement for the Subdivision;

WHEREAS, the parties believe it to be in their mutual best interest to enter a written development agreement, hereinafter called the "Agreement," which sets forth the terms of understanding concerning said Subdivision.

~~WHEREAS, all elements of the \_\_\_\_\_ and any amendments are incorporated into this agreement. If any term of this Agreement shall conflict with terms in the \_\_\_\_\_ for any reason, terms in this agreement shall govern.~~

NOW, THEREFORE, in consideration of the recitals, the terms and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I. Land; General Conditions**

- A. Easements. Developer hereby grants a temporary easement over all areas not platted as public to the City for access and inspection during construction of the Public Improvements described in Article III.
- B. Fee In Lieu of Parkland. The Developer's obligations for the dedication of parkland and/or fees in lieu of Parkland have been satisfied by the dedication of Outlot [redacted], construction of. Recreational trail on Outlot [redacted] (as described in \_\_\_\_\_), construction of recreational trail on city owned stormwater and park parcels\_\_\_\_\_ (as described in [redacted]), and fees paid for

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                     land acquisition - in the amount of                     . (WILL NOT EXCEED \$122,000)

- C. Survey Monuments. Developer shall properly place and install all survey or other monuments required by statute or ordinance prior to any particular phase being accepted. Internal survey monuments shall be installed after the Public Improvements described in Article III are completed.
- D. Deed Restrictions. Developer shall execute and record deed restrictions and this agreement in a form as will be separately approved by the City prior to the sale of any lots in the subdivision. Such restrictions shall include, but are not limited to, covenants as follows: that there shall be no further division or subdivision of lots unless in accordance with municipal and zoning ordinances, within the Subdivision; that there shall be no residential development on outlots without the consent of the City and that this final land divider's Agreement has been entered into between Developer and the City, a copy of which is on file in the City Clerk's office.
- E. Soil Testing. Developer shall provide soil bearing tests at locations within the development identified by City Engineer and provide results to City Engineer before any lot is sold. Before any building permit is issued the City Engineer shall advise the Developer and Building Inspector on required foundation systems for buildings in the subdivision.
- F. Advertising Signs. Developer agrees that any temporary signs placed anywhere in the Subdivision to advertise the Subdivision shall comply with Article X of Chapter 130 of the Evansville Municipal Code.
- G. Construction Trailers. Small construction trailers may be located at the Subdivision on a temporary basis during the construction of the improvements described in Article III of this Agreement.
- H. Grading, Erosion and Silt Control.
1. Developer agrees to submit a plan for the maintenance and disposition of on-site topsoil.
  2. Prior to commencing site grading, Developer shall submit for approval by the City Engineer a grading plan. The plan shall provide sufficient control of the site to prevent siltation downstream from the site. Developer shall provide to the City written certification from the Developer's engineer that the plan, in its execution, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including provision for notification of land disturbance to the State of Wisconsin Department of Natural Resources.
  3. Developer shall cause all grading, excavation, open cuts, and site slopes and other land surface disturbances to be mulched, seeded, sodded or otherwise protected so that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications on file with the City Clerk's office.

4. Developer shall immediately place effective erosion control procedures along downslope areas and along sideslope areas as required to prevent or reduce erosion where erosion during construction will result in a loss of soil to waters of the state, public sewer inlets or off-site. During the period of construction at a site, all erosion control procedures necessary to

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meet the performance standards of Wisconsin Administrative Code, Commerce, Section 21.125, shall be properly implemented, installed and maintained by Developer, building permit applicants, and the subsequent landowners. If erosion occurs after building construction activities have ceased, some or all of the erosion control procedures shall be maintained by Developer until the site has been stabilized.

5. Developer shall restore all disturbed areas and re-grade any areas not allowing the flow of surface water as specified in the grading plan.

I. Applicability. The requirements of this Article I apply to the construction and installation of sanitary sewers, water mains, public streets (including signage), private streets, electrical systems, landscaping and storm water management facilities and shall remain in effect until the acceptance, by resolution adopted by the Common Council, of all Public Improvements required by this Agreement.

J. Monitoring. Developer shall provide, or reimburse the City for, continuous onsite monitoring of construction activities.

ARTICLE II. Phases and Development.

A. Construction of Public Improvements. Developer shall complete installation of the Public Improvements described in Article III in six phases, or in logical sub-phases of not less than six lots, if the Developer notifies the city at least 30 days in advance and obtains approval of the same. Developer shall install as part of a phase or sub-phase any Public Improvements which are not physically located within said phase or sub-phase but are necessary to serve the lots within it.

B. Phases Identified. Phasing for the Subdivision shall be as follows:

1. Phase I shall be comprised of Lots \_\_ through \_\_.
2. Phase II shall be comprised of Lots \_\_ through \_\_.
3. Phase III shall be comprised of Lots \_\_ through \_\_.
4. Phase...
5. Phase...
6. Phase...

C. Timing of Phases. Developer may begin the installation of the Public Improvements described in Article III for each phase of the Subdivision as follows:

1. For Phase I, as soon as Developer has obtained all necessary approvals of the Plans and Specifications described in Article III and has filed with the City Clerk all required documents, including but not limited to the irrevocable letter of credit referenced in Article IV, Section C and construction drawings have been submitted and approved.

2. For Phase II, after the latter of completion of either Phase I, or completion of the first lift of asphalt referenced in Article III, Section G, for all public streets within Phase I of the Subdivision, and as-built drawings have been submitted as referenced in Article V, Section A and B.
3. For Phase III, after the latter of completion of either Phase I or II, or completion of the first lift of asphalt referenced in Article III, Section G, for all public streets within Phase II of the Subdivision and as-built drawings have been submitted as referenced in Article V, Section A and B..

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ARTICLE III. Public Improvements.

- A. Public Improvements. As used in this Agreement, the term “Public Improvements” shall mean the water distribution system, sanitary sewers ~~and lift station~~, public street; sidewalks, trails, surface water drainage system and retention pond, electrical system and street lights, landscaping, street signs and traffic control signs described in this Article III to be dedicated to the City under Article V.
- B. Plans and Specifications. Developer shall file with the City Clerk’s office, a complete set of the plans and specifications for the Public Improvements for the entire Subdivision, as approved by the City Engineer, hereinafter called “Plans and Specification.” Said Plans and Specifications are hereby made a part of this Agreement by reference and including those standard specifications as the City may have adopted at the time of construction.
- C. Method of Improvement. Developer agrees to engage contractors for all Public Improvements included in this Agreement who are qualified to perform the work and who shall be approved as qualified for such work by the City Engineer. The Developer shall have all such contractors execute an agreement as to liability/indemnity and insurance pursuant to the format set forth in Appendix B to this Agreement and file executed document with the city. Developer further agrees to use materials and make the various installations in accordance with the approved Plans and Specifications. Developer further agrees to require all such contractors to pay wages as required by the Wisconsin Department of Workforce Development.
- D. Water Distribution System.
1. Developer shall construct, install, furnish, and provide a complete system of water distribution including, but not limited to, piping, valves, fittings, fire hydrants, throughout the entire Subdivision all in accordance with the Plans and Specifications and all applicable federal, state and local ordinances, specifications, regulations and guidelines for the construction of water systems in the City of Evansville and as approved by the City Engineer.
  2. Upon completion of each phase or sub-phase, Developer shall pressure test, leakage test, and bacteria test according to City and State requirements the entire water distribution system, and repair any defects as determined by the City Engineer, prior to acceptance by the City.
  3. City shall issue no building permit for any lot until the portion of the water distribution system serving such lot has been accepted by the City.
- 34. RESERVED FOR BOOSTER STATION DISCUSSION**
- E. Sanitary Sewers.
1. Developer shall construct, furnish, install, and provide a complete sewerage system throughout the entire Subdivision all in accordance with



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the Plans and Specifications and all applicable federal, state and local ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the City of Evansville and as approved by the City Engineer.

2. Upon completion of each phase or sub-phase, developer shall pressure test, leak test, and mandrel test according to City and State requirements the entire sanitary sewer system and repair any defects as determined by the City Engineer prior to acceptance by the City. Developer shall provide copies of all tests conducted to the City.
3. Upon completion of each phase or sub-phase, Developer shall clean all sanitary sewers, televise the sanitary sewer system, provide a copy of the televised video to the City and shall repair any defects as determined by the City Engineer prior to presenting the Public Improvements for acceptance by the City.
4. City shall issue no building permit for any lot until the sanitary sewer serving such lot has been accepted by the City.

F. Surface Water Drainage System.

1. Developer shall construct, install, furnish, and provide adequate facilities for storm and surface water drainage including, but not limited to, piping, inlets, junction structures, on-site ponds, off-site ponds and storm water appurtenances, throughout the entire Subdivision and to perform the grading plan all in accordance with the approved Plans and Specifications and all applicable federal, state and local ordinances, specifications, regulations and guidelines for the construction of storm and surface water drainage systems in the City of Evansville and approved by the City Engineer.
2. Developer shall modify the off-site storm water pond if necessary to satisfy current State and City storm water requirements as part of the first sub-phase of the Subdivision.
3. Developer shall maintain roads free from mud and dirt from construction of the Subdivision. Any mud or dirt remaining after 48 hours of initial deposit, shall be cleaned and removed by the City, with all costs and penalties billed to developer.
4. City will issue no building permit for any lot until the finish grading of the entire phase, including that lot, has been accepted by the City. Finish grade shall be defined as spot elevations at lot corners
5. City shall issue no occupancy permits for any lots until the storm water pond modifications have been accepted by the City.
6. City shall retain the right to require Developer to install additional storm and surface water drainage measures and erosion control measures as

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needed in accordance with generally accepted engineering standards prior to acceptance by the City of the storm and surface water drainage improvements.

7. Upon completion of each phase or sub-phase, Developer shall clean all storm sewers and shall repair any defects as determined by the City Engineer prior to presenting the improvements for acceptance by the City.
8. Developer shall re-grade areas as directed by the City if contractors who grade individual lots do so in a way that interferes with the flow of surface water as specified in the grading plan.
9. Developer shall guarantee the healthy establishment of vegetative cover planted within storm water basins, swales or green ways for a period of three (3) years from the date of the City's acceptance.
10. Developer agrees that the top of foundation and the minimum elevation in the lowest opening in the foundation for any future structure built on any Lot in the subdivision should be listed on the final ~~recorded-approved construction plans. After approval by City, the developer shall record those elevation numbers with each lot. Proof of such recording shall be provided to the City from the Rock County Register of Deeds. plat, attached to this agreement as Exhibit 1.~~ After building permits are issued and at foundation and footing inspections, the ~~City-Building~~ Inspector shall be provided verification of the top of foundation and the ~~minimum~~ elevation ~~in-of~~ the lowest opening in the foundation by a registered surveyor.

#### G. Public Streets.

1. Developer shall grade and surface all streets in the Subdivision in accordance with the plat of said subdivision and the Plans and Specifications and all applicable local ordinances, specifications, regulations and guidelines for the construction of roads in the City of Evansville and as approved by the City Engineer.
2. Developer agrees to furnish to the City a copy of the plan showing the street grades in front of each lot and finished yard grade. This information shall be provided prior to the issuance of building permits.
3. Developer shall complete the streets by phase or sub-phase through installation of road base, curbs and gutters. All streets shall be constructed to the furthest extents of the subdivision and shall be presented them for preliminary acceptance by the City.
4. City shall issue no building permits for lots on a street until the street has been preliminarily accepted by the City.
5. Developer shall clearly identify streets, lots and addresses within the subdivision with temporary signage before building permits for lots in the subdivision are issued by the City.

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6. Developer shall complete the first lift of asphalt on all the streets in a phase or sub-phase no later than one (1) year after the initial

7. Developer shall dip the curb as indicated on construction plans at the entrance to each driveway.

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commencement of construction of Public Improvements for the phase or sub-phase, unless extended by the Common Council.

7. Developer shall complete the final lift of asphalt after at least one (1) winter season, but no later than two (2) years after the initial commencement of construction of Public Improvements for the phase or sub-phase, unless extended by the Common Council.
8. Developer shall maintain the streets in the Subdivision until accepted by the City.
9. Developer shall fully improve Porter Road for the extent of the subdivision and eastward to the extent of Westfield Meadows to city standards.

H. Sidewalks/Pathways.

~~1.~~ Developer shall construct, furnish, install, and provide five-foot wide concrete sidewalks within the public rights-of-way on both sides of all public streets.

~~2. Sidewalks shall be installed~~ at the same time as curb and gutter.

~~3.1.~~ Developer shall remain obligated to construct, furnish, install, and provide sidewalks as specified in this Agreement even if Developer enters into agreements with lot purchasers obligating lot purchasers to install the sidewalks.

~~4.2.~~ Developer shall construct a 10' wide paved asphalt recreation trail in Outlot           , connecting to West Side Park, connecting to Westfield Meadows, and adjacent to the subdivision allowing for a connection to the north the earlier of: A.) no later than when 50% of lots are completed in the subdivisions or B.) No later than December 31, 2025 or C.) Completion of Phases           .

I. Electrical System.

1. Developer shall request an estimate for the cost of installing the electrical system ~~from the Water and Light Superintendent~~ in a phase or sub-phase at least 45 days in advance of expected installation date.

2. Developer shall pay, in advance, to the Evansville municipal electric utility the amount of the utility's estimate of the cost of installing the electrical system in the Subdivision including, but not limited to, the bases for transformers, but not including the transformers themselves, within ten (10) days of receiving the estimate from the utility. Installation will be done in sub-phases as close as practical to the sub-phases for the other Public Improvements.

3. In the event the utility's actual cost to install the electrical system is less than the estimate, the utility shall refund the difference to Developer.

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4. In the event the utility's actual cost to install the electrical system is greater than the estimate, Developer shall pay the difference to the utility within thirty (30) days of billing.
5. City shall have the Evansville municipal electric utility install all street lighting in the subdivision. The Developer shall pay the municipal utility's cost thereof including, but not limited to, the cost of labor provided by utility employees to install such street lighting, within thirty (30) days of billing.

J. Landscaping.

1. Developer shall remove and lawfully dispose of all outbuildings, destroyed trees, bush, tree trunks, shrubs, and other natural growth and all left over construction materials, construction debris and rubbish from each phase or sub-phase of the Subdivision after the completion of improvements in each phase or sub-phase. The Developer shall not bury any of the materials described in this paragraph in any portion of this Subdivision.
2. Developer shall require all purchasers of lots to plant a tree on each lot and the greater of A) at least two street trees, or B) one street tree per dwelling unit in the terrace of each lot of a variety and caliper size approved by the City's Municipal Services Director in the fall or spring immediately following completion of the house on each lot and to plant any and all street trees required by this paragraph if any purchasers of lots fail to do so in a timely fashion. The location of said planting shall be identified on construction drawings and approved by the Municipal Services Director to assure that the plantings will not impact underground utilities.

K. Street Signs.

1. City shall purchase and install all street signs in the subdivision. The Developer shall pay the city's cost thereof including, but not limited to, the cost of labor provided by city employees to install street signs, within thirty (30) days of billing.

L. Traffic Control Signs.

1. City shall provide and apply pavement striping at each crosswalk within the Subdivision and at intersections and approaches outside but near the Subdivision. The Developer shall pay the city's cost thereof including, but not limited to, the cost of labor provided by city employees to install pavement striping, within thirty (30) days of billing.

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2. Developer shall pay the City the cost of purchasing and installing all traffic control signs including, but not limited to, the cost of labor provided by City employees to install such signs, within thirty (30) days of billing.
- M. Correction of Defects. Developer shall correct defects due to faulty materials or workmanship in any Public Improvement which appear within a period of one (1) year from the date the letter of credit referenced in Article IV, Section C, for each phase or sub-phase of development is released, and shall pay for any damages resulting therefrom to City property. The City may refuse to accept the Public Improvements unless and until they conform to generally accepted industry standards. This correction period does not affect or bar claims for negligence discovered at a later date. Wisconsin law on negligence shall govern negligent workmanship.
- N. Additional Improvements.
1. Developer agrees that if modifications to the Plans and Specifications including, but not limited to, additional drainage ways, sanitary sewers, water mains, erosion control measures and storm and surface water management facilities are necessary in the interest of public safety or are necessary for the implementation for the original intent of the Plans and Specifications, the City is authorized to order Developer, at Developer's sole expense, to implement the same, provided such order is made in writing to Developer not later than two (2) years after the City's acceptance of the Public Improvements installed by Developer in the final phase of the Subdivision. Such modifications or additional improvement shall be deemed necessary to the extent they meet or conform to generally accepted engineering standards or change in any regulation, law, or code.
  2. Developer shall identify the design of, location on outlots or easements, and perpetual maintenance plans for USPS approved cluster mailbox facilities. No building permits shall be issued until USPS approval of mail delivery for the subdivision is submitted to the City. Costs to install and maintain mail delivery services to the subdivision are the responsibility of the Developer
  3. Developer shall agree to develop all lots in the subdivision with dwelling units or residential structures that contain the following on the front facade: A) front porches and B) garages no more than 50% of the front façade width.

ARTICLE IV. Obligation to Pay Costs.

- A. Reimbursement of Professional and Out-of-Pocket Expenses. Developer agrees to reimburse the City for any costs due to the use of professional staff, including, but not limited to, City Engineer, City Planner, on-site monitor, and City Attorney, in connection with this Agreement. Costs shall be based on invoices or actual out-of-pocket expenses incurred by the City with no overhead added by the City.

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- B. Developer's Obligation to Pay Costs. Developer agrees that it is obligated to construct, furnish, install, and provide all public improvements in the Subdivision or necessary for the Subdivision at its own expense or to pay the City's or municipal utility's costs of constructing, furnishing, installing, and providing such public improvements. If it is necessary to incur an additional cost not explicitly mentioned in this Agreement in order for Developer to be able to perform any obligation of the Developer under this Agreement, Developer agrees the Developer is obligated to pay such cost.
- C. Irrevocable Letters of Credit.
1. For each phase or sub-phase, Developer shall file with the City Clerk (i) a letter describing the scope of the phase or sub-phase that Developer intends to construct and (ii) an irrevocable letter of credit in favor of the City from a lending institution approved by the City in a form approved by the City in an amount sufficient, as determined by the City Engineer, to pay the costs the City would incur to complete all Public Improvements for the phase or sub-phase.
  2. No construction of Public Improvements for a phase or sub-phase shall begin until Developer has filed with the City Clerk an irrevocable letter of credit that meets the requirements of the preceding paragraph.
  3. The City Engineer shall determine the amount of each irrevocable letter of credit based on the scope of the Public Improvements for the phase or sub-phase.
  4. The irrevocable letter of credit for each phase or sub-phase shall not expire until two (2) years from the date on which the irrevocable letter of credit is issued.
  5. Developer shall provide an extension of the duration of such irrevocable letter of credit, upon demand by the City, if not all of the Public Improvements for the phase or sub-phase have been completed and accepted prior to its expiration.
  6. Such irrevocable letter of credit shall stand as security for the reimbursement of costs the city expends under this agreement and for the completion of Public Improvements for the phase or sub-phase until the City accepts the Public Improvements for the phase or sub-phase pursuant to Article V.
  7. The lending institution providing the letter of credit shall pay to the City any draw upon demand, and upon its failure to do so, in whole or in part, the City shall be empowered in addition to its other remedies, without notice or hearing, to impose special assessments in the amount of said demand, or satisfaction cost, upon each and every lot in the subdivision payable in the next succeeding tax year.
  8. The City, in its sole discretion, shall permit the amount of each letter of

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credit to be reduced by an amount reasonably proportionate to the cost of the Public Improvements that are paid for by Developer and accepted by the City, provided that the remaining letter of credit is sufficient to secure payment for any remaining Public Improvements required, through the issuance of a letter from the City Administrator to the lending institution that issued such letter of credit agreeing to such reduction.

- D. City Costs. The City will be responsible for any development fees and costs applicable to City-owned land.

ARTICLE V. Dedication and Acceptance.

- A. Digital File of Final Plat. Developer shall furnish the City with a copy of the digital file of the drawing of the final plat, and the City may make any use it believes is appropriate of this file including, but not limited to, furnishing this file to the City Engineer and to Rock County to update digital parcel maps of the City.
- B. “As Built” Plans. Developer agrees to furnish the City with “as built” plans of the entire system of Public Improvements in each phase or sub-phase upon completion and acceptance thereof. All “as built” plans shall be submitted by Developer to the City in both paper and digital forms. All “as built” plans shall include, but not be limited to, the horizontal and vertical locations of curb stops, water valves, water bends, water fittings, hydrants, sewer wyes, sewer laterals, sewer manholes, storm sewer inlets, storm sewer pipe ends, storm sewer manholes, sidewalks at the center of each lot, finished first floor elevations, and lowest opening elevations of structures. Locations shall be given in the Rock County coordinates system and dimensioned from permanent structures.
- C. Statement of Costs. Developer shall furnish, within ~~30~~-60 days of City’s request, the City with a statement of the total costs of Public Improvements in the Subdivision in each of the following categories: (1) streets (including signage) and sidewalks, (2) sanitary sewers and lift station, (3) water distribution system, (4) surface water drainage system, (5) electrical system, (6) landscaping, and, if requested to do so by the City, to furnish a statement of such information for each phase or sub-phase. This information is required for the City’s accounting records and reports to state agencies such as the Public Service Commission.
- D. City Responsibility. The City shall perform no repairs or maintenance on the Public Improvements until accepted by the City. Trash and garbage removal service and snow removal will be provided by the City for each phase or sub-phase upon the issuance of the first occupancy permit in each such phase or sub-phase.
- E. Dedication. Developer shall, without charge to the City, upon completion by phases or sub-phases of all Public Improvements, unconditionally give, grant, convey and fully dedicate the same to the City, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, all structures, mains, conduits, pipes, lines, equipment and appurtenances which may in any way be part of or pertain to such Public Improvements and together with any and all necessary easements for access thereto. After such dedication, the City shall have the right to connect or integrate other sewer or water facilities with those facilities provided hereunder as



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the City decides, with no payment or award to, or consent required of, Developer. Dedication by Developer shall not constitute acceptance of any improvements by the City; Developer shall be responsible for all maintenance of Public Improvements serving the phase or sub-phase until accepted by the City.

- F. Acceptance.** The City or its representatives shall provide the Developer with a letter of acceptance of all Public Improvements required to be constructed in this Agreement upon acceptable completion thereof in each phase or sub-phase subject to the reasonable approval of the City Engineer. The City or its representatives shall provide such letter accepting or rejecting Developer's request for acceptance of such Public Improvements within forty-five (45) days of submission of such request in writing to the City Engineer. If such request is rejected, the City or its representatives shall enclose with the notification letter a letter from the City Engineer specify the reasons for such rejection. As soon as practical after the issuance of such letters of acceptance, the Common Council will adopt resolutions accepting the dedications of Public Improvements in each phase or sub-phase.

**ALTERNATE LANGUAGE BELOW:**

**G. A. Acceptance of Work.**

**A. 1.** The Municipality shall provide a Resident Inspector, at the developer's sole expense, to inspect the underground Improvements required by this Agreement as they are constructed and upon completion for compliance with local and state codes. The Resident Inspector shall certify to the Municipal Engineer that all underground improvements have been properly installed. The Municipal Engineer shall inspect the above ground Improvements, and if acceptable to the Municipal Engineer, the Municipal Engineer shall certify such underground and above ground Improvements as being in compliance with the standards and specifications of the Municipality. Such inspection and certification, if appropriate, will occur as soon as possible upon written notice by the Developer to the Municipal Engineer that Developer desires to have the Municipality inspect an Improvement.

**B. 2.** After the Developer has installed all required Improvements, the Developer shall notify the Municipal Engineer in writing that the work is complete and ready for final inspection. The Municipal Engineer shall inspect the Improvements and forward a letter to the Developer indicating his approval or disapproval. When the Improvements have been approved by the Municipal Engineer, the Municipal Administrator/Clerk ("Administrator") shall prepare a final billing for any engineering, inspection, administrative, and legal fees remaining due and shall submit it to the Developer for payment. In addition, the Developer and all general contractors and subcontractors shall file lien waivers or affidavits in a form acceptable to the Municipality and approved by the Municipal Attorney, evidencing that there are no claims, actions or demands for damages, arising

- out of or in any way related to the project and that no moneys are owed to any surveyor, mechanic, subcontractor, materialmen or laborer. When the remaining engineering, inspection and legal fees have been paid and when the necessary lien waiver affidavits have been filed, and Municipality has been provided with proof that the covenants and restrictions for the plat have been recorded a Resolution accepting the Improvements constructed pursuant to this Development Agreement will be prepared and presented to the Village Board for final approval. Upon approval of the Resolution, the Improvements will be accepted by the Municipality.
- C. 3. The sanitary sewer, lift station, water mains, and any respective service lateral shall not be accepted for a permitted phase until as built plans and a complete breakdown of all construction, engineering and administrative costs incurred by the Developer is submitted to the Municipal Engineer and Administrator respectively. Further, the water system installation shall not be accepted until bacteriologically safe samples are obtained by a certified agency. The Developer shall be responsible for flushing the mains, obtaining the samples and have all tests completed as may be required for the Municipality's acceptance.
- D. 4. Developer agrees to provide for maintenance and repair of all Improvements until such Improvements are formally accepted by the Municipality by Resolution of the Village Board.
- E. 5. The Municipality will provide timely notice to the Developer whenever inspection discloses that an improvement does not conform to the standards and specifications shown on the Plans and Specifications or is otherwise defective. The Developer shall have 20 days from the issuance of such notice to correct the defect. The Municipality shall not declare a default under this Agreement during the 20 day correction period on account of any such defect unless it is clear the Developer does not intend to correct the defect or unless the Municipality determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat.
- F. 6. Prior to final acceptance, the Developer shall provide Municipality with as-built plans. As-built plans shall be provided in both an electronic format and in hard copy. As-built plans in electronic format and readable by AutoCAD must be provided showing all horizontal and vertical locations of public sanitary, water, and storm water utilities i.e. manholes, hydrants, water main bends and tee's, valves, sanitary and water lateral curb boxes, inlets, endwalls, etc. All vertical information shall be on NAVD88 datum. The profile drawings must also show the diameter, length and slope of all pipes. In addition, Developer shall provide Municipality as-built-plans showing the finished surface elevations at all lot corners demonstrating positive drainage between lot corners, and also showing the finished surface

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elevation of all stormwater management ponds, swales and infiltration areas for the Phase in question. The horizontal location of all water and sewer services shall be located as follows:

- **a.** Sewer laterals shall be located by the distance to the sewer 'wye' from the downstream manhole.
- **b.** The ends of stubbed sewer laterals for future connection shall be located and the elevations determined and shown.
- **c.** Water laterals shall be located by the distance from the nearest hydrant or valve on the main (whichever is closest) to the corporation stop.
- **d.** The distance to the curb stop from the main shall also be provided.

**G.** Any bends in the water main shall be indicated by the length from the nearest main-line valve. For mapping purposes, a single electronic point file of the entire development describing the as-built surface features of the new sanitary sewer, water system and storm sewer system, i.e. manholes, hydrants, water main bends, lateral curb boxes, valves, inlets, endwalls, etc., on the Dane County Coordinate system must be provided. This point file must include; northing, easting, elevation (NAVD88), and a point description. The Municipal Engineer can obtain the electronic file for the surface features, at the Developer's cost, when requested by either the Municipality or the Developer, provided that the Developer locates these features in the field. The Municipal Engineer will update all applicable Municipal maps and computer water and stormwater models. The cost of updating of Municipal maps and computer water and stormwater models to incorporate this development shall be borne by the Developer.

**F.H.** All sanitary sewer mains shall be televised in accordance with the Municipality's standard specifications. A colored digital recording of the televising as well as a written report of the location of laterals and lengths of pipe shall be provided to the Municipality before final acceptance of the sewer.

#### ARTICLE VI. Issuance of Building Permits/Occupancy Permits.

**A.I.** No building permits shall be issued by the City for any lot in the Subdivision until the Common Council has approved this Agreement and the final plat of the Subdivision. Additionally, no building permit shall be issued until the Developer has paid in full all sums that are required to be paid within ten (10) days of approval of this agreement by the Common Council, the City Clerk/Treasurer has signed the final plat and the final plat has been recorded.

**B.J.** No building permits shall be issued until the developer has completed the

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installation of survey monuments.

~~E.K.~~ No building permits shall be issued by the City for any lot on a street until the road base, sidewalk, curb and gutter have been completed and preliminarily accepted by the City.

~~D.L.~~ No building permit shall be issued by the City for any lot until the sanitary sewer and water system serving such lot have been completed and accepted by the City.

~~E.M.~~ No building permit shall be issued by the City for any lot in a phase or sub-phase until all rough site grading for the phase or sub-phase has been completed to within 6" of final grade and accepted by the City.

~~F.N.~~ No occupancy permit shall be issued by the City for any lot until the first lift of asphalt has been installed on the street adjoining said lot.

~~G.O.~~ No occupancy permit shall be issued by the City for any lot until the final grade is complete and stormwater management practices serving such lot have been completed and accepted by the City.

~~H.P.~~ No occupancy permit shall be issued by the City for any lot until required street trees and sidewalks are installed or costs of such installations have been escrowed with the City.

~~I.Q.~~ The City reserves the right to withhold issuance of any and all building and/or occupancy permits if Developer is in violation of this Agreement.

#### ARTICLE VII. Default and Remedies.

- A. Events of Default. As used in this Agreement, the term "Event of Default" shall include, but not be limited to any of the following:
1. Failure by the Developer to pay the City any fees, charges or reimbursement required to be paid under this Agreement.
  2. Failure by the Developer to commence and complete the construction of any Public Improvements pursuant to the terms of this Agreement.
  3. Failure by the Developer to maintain an irrevocable letter of credit adequate to complete the Public Improvements of any phase or sub-phase pursuant to Article IV.
  4. Failure by the Developer or the City to observe or perform or cause to be observed or performed any covenant, condition, obligation or agreement on its part to be observed or performed as set forth in this Agreement.
- B. Remedies on Default. Whenever any Event of Default occurs the non-defaulting party may suspend its performance under this Agreement and, upon thirty (30) days written notice of the right to cure such default, may pursue any legal or administrative action,

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including the authority to draw upon the irrevocable letter of credit described in Article IV, which appears necessary or desirable to compel the defaulting party to comply with this Agreement and/or to seek an award of monetary damages.

- C. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or the Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice in this Article VII.
- D. No Additional Waiver Implied by One Waiver. In the event that any agreement contained in this Agreement should be breached by another party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE VIII. Miscellaneous.

- A. Captions. Any captions of the several parts of this Agreement are inserted for

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convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

- B. Severability. If any term of this Agreement shall, for any reason and to any extent, be invalid or unenforceable, the remaining terms shall be in full force and effect.
- C. Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between City and Developer and supersedes all prior discussions and agreements whether written or oral between the parties. This Agreement constitutes the sole and entire Agreement between City and Developer and may not be modified or amended unless set forth in writing and executed by City and Developer with the formalities hereof.
- D. Status of City. Nothing herein shall be deemed to create or establish the City as a copartner or joint venturer with Developer in the design, construction, ownership or operation of the Subdivision; nor shall the City be entitled to proceeds or revenues derived from the ownership or operation of the Subdivision.
- E. Good Faith. Any actions taken pursuant to this Agreement will be measured by an implied covenant of good faith and fair dealing.
- F. Ordinances and Municipal Code. All provisions of the City's ordinances and Municipal Code are incorporated herein by reference, and all such provisions shall bind the parties hereto and be part of this Agreement as fully as if set forth at length herein. This Agreement and all work and the Public Improvements herein shall be performed and carried out in strict accordance with and subject to the provisions of said ordinances.
- G. Acknowledgement from Lot Purchasers. Developer agrees to deliver the purchaser of any lot within the Subdivision, before closing, a copy of Appendix C and agrees to obtain from each lot purchaser, at or before closing of the purchasers lot, acknowledgment of the receipt of a notice in the form attached hereto as Appendix C, and Developer shall provide a copy of such acknowledgment to the City.
- H. General Indemnity. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement, or documents incorporated herein by reference, Developer shall indemnify and save harmless the City, its trustees, officers, agent, independent contractors, and employees, and shall defend the same from and against any and all liability, claims, losses, damages, interests, action, suits, judgment, costs, expenses, attorney fees and the like to whomever owned and by whomever and whenever brought or maintained which may in any manner result from or arise in the cause of, out of, or as a result of the following acts or omissions of Developer:
  - 1. Negligent performance of this Agreement.

2. Negligent construction or operation of improvements covered under this Agreement.
  3. Violation of any law or ordinance.
  4. The infringement of any patent trademark, trade name or copyright.
  5. Use of public street improvements prior to their dedication and formal acceptance by the City.
  6. In any case where judgment is recovered against the City for any one or more of the foregoing acts or omissions of Developer, if notice and opportunity to defend has been delivered to Developer of the pendency of the suit, within ten (10) days after the City has been served with the same, the judgment shall be conclusive of Developer and not only as to the amount of damages, but also as its liability to the City, provided such judgment has become final and all rights of appeal have been exhausted, or if no appeal has been filed, all appeal periods have expired.
  7. Developer shall name as additional insured on its general liability insurance the City, its trustees, officers, agents, employees an independent contractors hired by the City (including without limitation the City Engineer) to perform services with respect to this Agreement and give the City evidence of the same upon request by the City.
  8. Developer shall furnish a completed Appendix B prior to start of construction by any entity retained by or used by the Developer to fulfill the Developer's obligations under the Agreement.
- I. Heirs and Assigns. This Agreement is binding upon Developer, owners, guarantors, their respective heirs, successors and assigns, and any and all future owners of the subject lands.
- J. No Assignment. Developer shall not assign its rights under this Agreement without the written consent of the City.
- K. Amendments. The City and Developer, by mutual consent, may amend this Agreement at any regularly scheduled meeting of the City's Common Council, if properly noticed pursuant to the open meeting law. The Common Council shall not, however, consent to an amendment until after first having received a recommendation from the City's Plan Commission.
- L. Notice. All notices, demands or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States mail. All such communications shall be addressed at the following, or other such address as either may specify to the other in writing:

To Developer:  
~~Evansville Development~~  
~~Group~~Grove Development  
 LLC  
 Attn: ~~Roger Berg~~Dave Olsen  
 102 E Main 5 Maple Street  
 Evansville, WI 53536

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To City:  
Evansville Community Development Director  
31 S. Madison St.  
PO Box 529  
Evansville, WI 53536

M. Binding Effect. This Agreement shall be permanent and run with the property described in Appendix A, and the rights granted and responsibilities assumed thereby shall inure to, and be binding upon, the parties, their heirs, successors and assigns. Developer’s obligations under this Agreement cannot be assigned without prior consent of City; such consent shall not be unreasonably withheld.

**Evansville Development Group Grove Development LLC**

By: \_\_\_\_\_  
\_\_\_\_\_  
(print name and title)

The obligations of the Developer stated above in this Final Land Divider’s Agreement are hereby personally guaranteed by the undersigned, who state they fully understand and accept the responsibilities of the Subdivider.

\_\_\_\_\_  
\_\_\_\_\_  
(print name) (SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
(print name) (SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
(print name) (SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
(print name) (SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
(print name) (SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
(print name) (SEAL)



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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date stated.

CITY OF EVANSVILLE:

\_\_\_\_\_  
William Hurtley, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Judy Walton, City Clerk

Date: \_\_\_\_\_

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**APPENDIX A**

**Property Descriptions**

, CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

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## APPENDIX B

### **Agreement as to Liability, Indemnity and Insurance**

1. FOR VALUABLE CONSIDERATION, \_\_\_\_\_ (CONTRACTOR), hereinafter referred to as “Contractor,” acknowledges that the work to be performed for construction of improvements (the “Work”) in the Stonewood Settler’s Grove located in the City of Evansville, hereinafter referred to as “City,” will be conducted in accordance with the latest edition of the project plans, ~~and~~ specifications, and Municipal Codes as reviewed by the City Engineer and as approved by the City and any other agencies having jurisdiction and on file in the City Clerk’s office.

2. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and will provide protection from claims set forth below which may arise out of or result from CONTRACTOR’s performance furnishing of the Work and CONTRACTOR’s other obligations under the Contract Documents, for the Work whether it is to be performed or furnished by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

- A. Claims under worker’s compensation, disability benefits and other similar employee benefits acts;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR’s employees;
- C. Claims for damages because of bodily injury, sickness, or disease, or death of any person other than CONTRACTOR’s employees;
- D. Claims for damages insured by customary personal injury liability coverage which are sustained: (1) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (2) by any other person for any other reason;
- E. Claims for damages, other than the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- F. Claims for damages because of bodily injury or death or any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The policies of insurance so required by this paragraph 2 to be purchased and maintained by CONTRACTOR shall include by endorsement as additional insureds (subject to any customary exclusion in respect of professional liability) the City and City

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Engineer and include coverage for the respective officers and employees of all such additional insureds. A certificate of insurance shall be provided to the City along with the endorsements listed above. Failure to procure adequate insurance shall not relieve the CONTRACTOR of its obligation under this Indemnity/Hold Harmless Agreement.

3. Indemnification. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the City and the City Engineer, and the officers, directors and employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including, but not limited to all fees and charges for engineers, architects, attorneys and other professionals and all court or arbitration or other dispute, resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claims, cost, loss or damage: (i) 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 (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable regardless of whether or not caused in part by any negligence or omission of a person or entity indemnification hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

4. In any and all claims against the City or the City Engineer or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under worker's compensation acts, disability benefit acts or other employee benefit acts.

5. The indemnification obligations of CONTRACTOR under paragraph 3 shall not extend to that portion of liability of the City Engineer, and its officers, directors, employees or agents caused by the professional negligence, errors, or omissions of any of them.

6. CONTRACTOR further understands and agrees that the City, its officers, agents, employees and the City Engineer are not responsible for the CONTRACTOR's means and methods of construction and that the CONTRACTOR has the sole responsibility and liability for project safety.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(print name of CONTRACTOR), a Wisconsin Corporation

By: \_\_\_\_\_

\_\_\_\_\_  
(print name and title)

By: \_\_\_\_\_

\_\_\_\_\_, Secretary  
(print name)

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**APPENDIX C**

The undersigned purchaser of Lot(s) \_\_\_\_\_ in the Settler's Grove Subdivision (the "Subdivision") hereby acknowledges that the City of Evansville will not issue a building permit/occupancy permit until the following conditions are met:

- A. No building permits shall be issued by the City of Evansville (the "City") for any lot in the Subdivision until the Common Council has approved the Final Land Divider's Agreement (the "Agreement") between \_\_\_\_\_ Development Group, (the "Developer") and the City, the City has approved the final plat of the Subdivision, Developer has paid in full all sums that are required to be paid within ten (10) days of approval of the Agreement by the Common Council, the City Clerk/Treasurer has signed the final plat, and the final plat has been recorded.
- B. No building permits shall be issued by the City for any lot on a street until the sidewalk, road base, curb and gutter have been completed and preliminarily accepted by the City.
- C. No building permit shall be issued by the City for any lot until the sanitary sewer and water system serving such lot have been completed and accepted by the City.
- D. No building permit shall be issued by the City for any lot in a phase or sub-phase until all final site grading for the previous phase or sub-phase has been completed and accepted by the City.
- E. No building permit shall be issued by the City for the purchased lot until this Appendix C has been signed and submitted to the Building Inspector
- F. No occupancy permit shall be issued by the City for any lot until the first lift has been installed on the street adjoining said lot.
- G. No occupancy permit shall be issued by the City for any lot until a five-foot wide concrete sidewalk within the public right of way has been installed pursuant to municipal ordinances.

The undersigned purchaser acknowledges the City requires the purchaser of each lot to plant at least one yard tree and two street tree in the terrace of a variety and caliper size approved by the City's Superintendent of Municipal Services in the fall or spring immediately following completion of the house. The location of said planting shall be approved by the Superintendent of Municipal Services to assure that the planting will not impact underground utilities.

The undersigned purchaser acknowledges that there will be restrictions on the minimum elevations of the lowest opening of the foundation and waterproofing or pumping may be necessary to protect structures from ground water. Lowest opening and top of foundation will be shown on the final plat.

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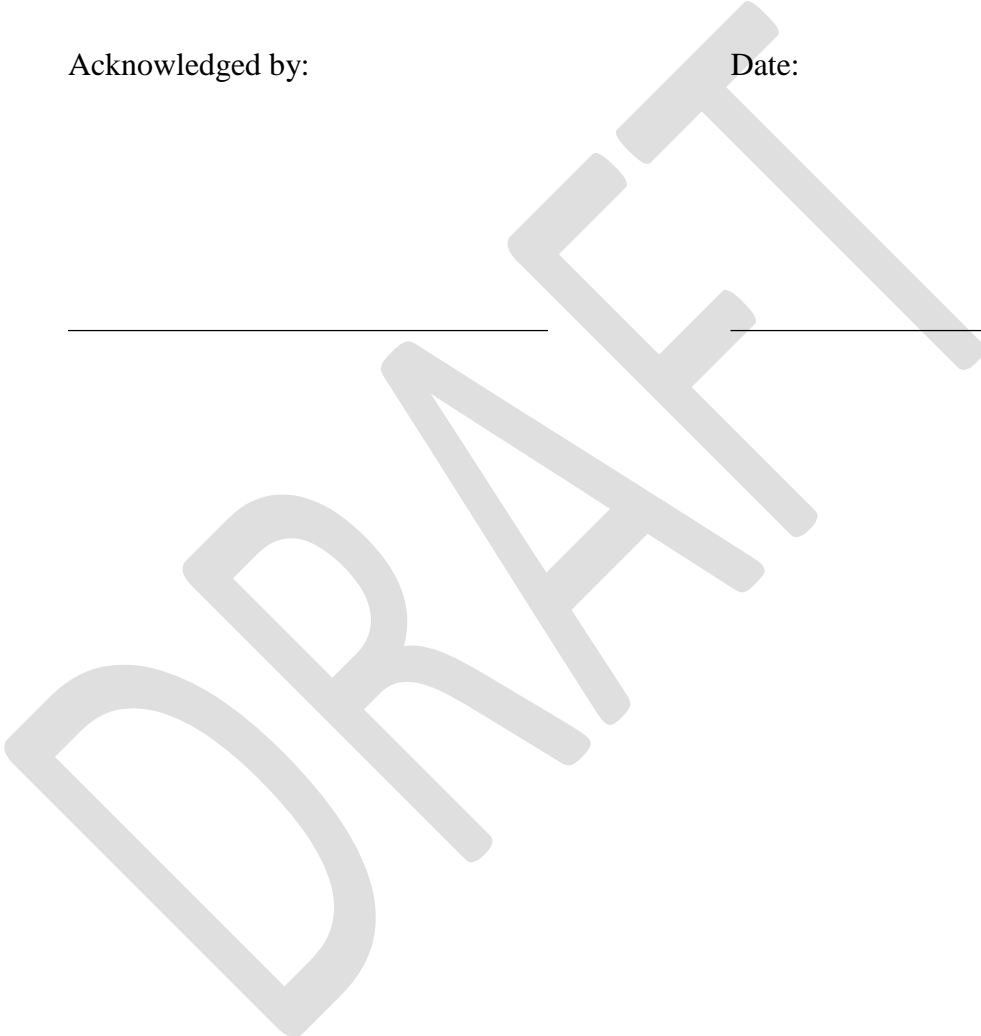
The undersigned purchaser acknowledges that this “Appendix C” shall be delivered to the person or entity initially occupying the dwelling on the lot if the undersigned purchaser is anyone other than the person or entity initially occupying the dwelling.

The undersigned purchaser acknowledges that the lots in the Subdivision are subject to zoning that requires each single-family dwelling to contain a minimum total number of square feet on the first floor and above, that the City has no obligation to change the zoning or grant a conditional use permit if such zoning makes it difficult to re-sell any lot in the Subdivision, and that the undersigned purchaser knowingly accepts such risk.

Acknowledged by:

Date:

\_\_\_\_\_



**EXHIBIT 1**

**Settler's Grove Subdivision**

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**EXHIBIT 2**

**\_\_\_\_\_ Land Dividers Agreement and Amendments**

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**CITY OF EVANSVILLE  
ORDINANCE #2020-10**

**AMENDING CHAPTER 102 – SOLID WASTE**

The Common Council of the City of Evansville, Rock County, Wisconsin, amend Evansville Municipal Code Chapter 102 as follows:

\*\*\*\*\*

**Sec. 102-1. Definitions<sup>1</sup>.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- a) *Appliance* means a residential air conditioner, clothes dryer, clothes washer, dishwasher, freezer, oven, refrigerator, stove, or similar equipment.
- b) *Brush waste* means all branches and small trees less than four inches in diameter and less than 6 feet in length.
- ~~b)c)~~ *Bulky item* means any item of solid waste which can be handled by one person but because of its size, shape or weight, will not fit into a solid waste container. This would include but not be limited to couches, mattresses, furniture, carpeting, and similar items. This would exclude scattered or uncontained materials including, but not limited to: construction materials, refuse that can be contained in the provided solid waste container, and items greater than 50 pounds in weight.
- ~~e)d)~~ *Chipboard* means packaging normally utilized in lightweight boxes. Examples of current uses are cereal boxes, potato chip boxes, 12-pack beverage boxes and small toy packaging.
- ~~e)e)~~ *Collection point* means any individual dwelling place or any discrete commercial, business, industrial or governmental establishment as determined by the number of water meters within the city by the municipal services committee.
- ~~e)f)~~ *Contractor* means the person under contract with the city to collect and dispose of solid waste and curbside recyclables.
- ~~f)g)~~ *Curbside recyclables* means those recyclables designated by the city council under section 102-5(4)b to be collected on a bi-weekly basis by the city or its contractor.
- ~~g)h)~~ *Dumpster* means a large mechanical container provided by the property owner or collector. Such device must be adaptable to the mechanical dumping device currently in use on the refuse truck and kept clean and in a workable condition by the owner of the mechanical container.
- ~~h)i)~~ *Electronic waste* or *e-waste* means a device that requires an electric current or electromagnetic fields to function and that contains a circuit board including but not limited to televisions, computers, computer accessories, microwave ovens, fax machines, DVD players, and cell phones. E-waste is banned from disposal in Wisconsin landfills and incinerators.

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<sup>1</sup> **Cross references:** Definitions generally, § 1-2.

h)j) *Foam polystyrene packaging* means packaging made primarily from foam polystyrene that satisfies one of the following criteria:

- 1) Is designed for serving food or beverages.
- 2) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
- 3) Consists of rigid material shaped to hold and cushion the packaged article in a shipping container.

h)k) *Garbage* means all organic refuse resulting from the preparation of food, and ordinary kitchen waste, including discarded, decayed or spoiled food products.

h)l) *Household* means a dwelling within the city where a single family resides.

h)m) *Lead acid battery* means an automotive battery that is designed to produce or store direct current electricity and is no longer suitable for its original purpose.

h)n) *Magazines and catalogs* means any item produced on high-grade printing stock, usually multi-colored and glossy in appearance.

h)o) *Newspaper* means newsprint type paper normally received as an ordinary newspaper, advertising circular or supplement. Magazines are not included in this definition.

h)p) *Office paper* means white and colored paper, both regular and legal size, computer paper and similar papers.

h)q) *Recyclable* means any item of solid waste which is prohibited by law or ordinance from being disposed of in a solid waste disposal facility (landfill), and includes but is not limited to the following:

- 1) Corrugated paper or cardboard.
- 2) A glass bottle or jar.
- 3) Newspaper or other material printed on newsprint.
- 4) Plastics, types 1 through 7.
- 5) An aluminum, tin, or ferrous metal can.
- 6) Lead acid batteries.
- 7) Appliances.
- 8) Yard refuse material.
- 9) Chipboard.
- 10) Office paper.
- 11) Magazines and catalogs.
- 12) Aseptic packaging.

h)r) *Recycling container* means a container specifically provided by the contractor to be used exclusively for the storage and pickup of curbside recyclables by the contractor.

h)s) *Refuse from the remodeling or reconstruction of a home or building* means that part of the home or building that is usually considered a permanent part of the home or building, including doors, windows, screens, cabinets, roofing materials, boards, plaster, lath, drywall, paneling and similar materials.

h)t) *Rubbish* means any inorganic waste material which is being discarded. The term "rubbish" does not include any waste material under the definitions of the terms "garbage," "recyclable," "uncollectible materials," "yard refuse material" or "refuse from the remodeling or reconstruction of a home or building."

h)u) *Solid waste* means any item of garbage or rubbish, recyclable or other discarded or salvageable material, including but not limited to waste materials resulting from

industrial, commercial, agricultural, office, governmental, domestic use, construction or public service activities.

~~u~~v) *Solid waste container* means a container specifically provided by the contractor to be used exclusively for the storage and pickup of garbage and rubbish by the contractor.

~~v~~w) *Uncollectible materials* means earth, sod, rock, concrete, blacktop or refuse from the remodeling or reconstruction of a home or building.

~~w~~x) *Waste oil* means automotive engine oil after it has been used and removed from the crankcase of a motor vehicle and contains no other contaminating substance.

~~x~~y) *Waste tire* means a tire that is no longer suitable for its original purpose because of wear, damage or defect.

~~y~~z) *Yard refuse bag* means any product designed to decompose within a reasonable time when exposed to weather elements, and so labeled by the manufacturer.

~~z~~aa) *Yard refuse material* means grass clippings, weeds, garden waste, leaves, bushes, ~~branches, tree parts~~ or similar material.

(Code 1986, § 11.03(1), Ord. 2013-10, Ord. 2014-02)

**Sec. 102-2. Enforcement; penalty.**

Violations of this chapter shall be subject to a penalty per Section 1-11.

(1) The contractor shall have the authority to monitor compliance with this chapter and record violations for purposes of enforcement. The contractor may maintain such records as documentation of violations within the city.

(Code 1986, § 11.03(13), Ord. 2013-10)

**Sec. 102-3. Separation of recyclables.**

(a) No person may dispose of or participate in the disposal of recyclables generated from within the city in a solid waste disposal facility (landfill).

(b) No person shall, within the city, set out for collection and disposal to a solid waste disposal facility (landfill) any recyclables. This subsection does not apply to recyclables placed in recycling containers exclusively used for storing recyclables to be delivered to a recycling facility or otherwise collected pursuant to this chapter.

(Code 1986, § 11.03(2))

**Sec. 102-4. Duties of operators of multi-unit residential and nonresidential facilities.**

(a) The owner or occupant of a building with five or more household units and the owner or occupant of every commercial, retail or industrial unit within the city shall comply with the following:

(1) Provide an adequate dumpster for solid waste to be collected for disposal in a solid waste disposal facility (landfill).

(2) In addition to the dumpster described in subsection (a)(1) of this section, provide an adequate dumpster for recyclables. The volume of such a dumpster shall not be less than 25 percent of the volume of the dumpster provided under subsection (a)(1) of this section for the same unit or set of units.

(3) Notify all tenants, users and occupants of the facilities or buildings of the requirements of this section and procedures promulgated under this section. In the case of a residential dwelling unit, such notice shall be given at the time the tenant first leases or rents the unit and semiannually thereafter.

(4) Provide for the collection of recyclables separated from the solid waste by the tenants, users or occupants of the facility or building and delivery of the recyclables to a recycling facility.

(5) Provide for the collection of solid waste, except as specified in subsection (a)(4) of this section, generated by the tenants, users or occupants of the facility or building and dispose of the materials collected in an approved manner.

(b) Residences with four or less household units and every governmental unit shall and commercial or retail collection points which generate no more than one (1) solid waste containers of nonrecyclable solid waste per week may be included with the city collection program, provided that they conform to all the recycling provisions of this chapter.

(Code 1986, § 11.03(3), Ord. 2013-10)

**Sec. 102-5. Collection regulations.**

Collection within the city shall be according to the following:

- (1) Standards for containers. Every person producing or accumulating solid waste or recyclable materials on premises under his charge or control shall use and renew, when necessary, one (1) solid waste and one (1) recycling containers to hold the materials without overloading. All containers shall be maintained in a good, clean and sanitary condition. Any defective container having ragged or sharp edges or any other defect which may injure or hamper the person collecting or handling the container shall be replaced by a new container. One additional container for recycling may be provided.
- (2) Placement of containers. Solid waste and recycling containers as described in this section shall be placed within two feet of the curb or edge of the pavement not earlier than 5:00 p.m. on the day preceding the scheduled collection and not later than 6:00 a.m. of the scheduled day of collection and shall be returned by the occupant to the point of storage within 12 hours after the material in the container is emptied.
- (3) Collection schedule. Solid waste and curbside recyclables shall be collected according to the schedule set by the municipal services committee in strict conformity with the provisions of this chapter and with such additional rules and regulations as may be made from time to time. However, any time the need for more or less frequency is indicated, such change in collections may be made by the ~~superintendent of~~ municipal services director with the approval of the municipal services committee and the collector.
- (4) Preparation of solid waste and recyclables.
  - a. Garbage. To keep garbage containers reasonably clean and sanitary and to facilitate the dumping of the containers, all garbage shall be drained of excess water and then wrapped or enclosed in paper or plastic before depositing it in a container. The owner of the container shall be responsible for keeping the container reasonably clean and sanitary.

- b. Curbside Recyclables. Curbside recyclables may be commingled and placed in the recycling containers, provided they have been prepared as follows:
  - 1. All glass bottles and jars shall be rinsed clean and the caps removed. No type of glass other than glass bottles shall be included.
  - 2. All metal cans shall be rinsed clean. Miscellaneous metal shall not be included.
  - 3. Plastic, types 1 through 7. Plastic bottles and containers shall be rinsed clean and the labels and caps removed.
  - 4. Newspaper and anything that comes with it may be included.
  - 5. Corrugated paper and cardboard may be included.
  - 6. Chipboard may be included.
  - 7. Office paper may be included.
  - 8. Magazines and catalogs may be included.
  - 9. Aseptic packaging shall be rinsed clean.
- c. Bulky items. Bulky items shall be picked up once per month as scheduled by the city and contractor. Bulky items shall be placed on the ground near the household unit's collection point. No more than one item per month shall be collected unless prior arrangements with the city contracted service or other private hauler has been arranged.
- (5) Appliances. All appliances ~~will~~ shall be collected by either the contractor with the city upon such terms and conditions as the contractor shall establish or with a contractor of a person's choosing. Any person having an appliance to be removed shall arrange with ~~either~~ the contractor ~~for~~ such removal. ~~The city shall make available to any person the appropriate contact at the contractor for removal of the appliance.~~
- (6) Yard refuse material. Yard refuse material will be collected by city personnel on a frequency not to exceed once per month. The collection day will be set by the ~~superintendent of~~ municipal services director with the approval of the municipal services committee. Any yard refuse material placed in a bag for collection must be placed in a yard refuse bag (paper), and the manufacturer's label is to be visible to the collector. If placed in a 32 gallon or smaller sized container it must also weigh less than 50 pounds to be collected.
- (7) Ashes. All ashes shall be placed in an acceptable plastic container and securely closed.
- (8) Tire waste. Automotive tires ~~may be placed at curbside for collection during regularly scheduled recycling pickups. Each household is limited to the collection of eight (8) automotive tires per year~~ are not collected as part of the city service and must be disposed of privately.
- (9) Oil waste. Waste oil may be collected during scheduled recycling pickup, provided it is placed at curbside in a sealed container not to exceed five (5) gallons.
- ~~(9)~~(10) Brush waste. All brush waste must be stacked no higher than 4 feet in the right-of-way. The thickest part of the branch or the base of the branch must be facing forward in a direction of vehicle traffic on that side of the right-of-way. Smaller branches may be bundled by twine or rope with no metal or plastic less than four feet in length and less than 50 pounds.

(Code 1986, § 11.03(4), Ord. 2013-10, Ord. 2014-02)

**Sec. 102-6. [Repealed].**

(Code 1986, § 11.03(5), Ord. 2013-10)

**Sec. 102-7. Handling of uncollectible materials.**

Uncollectible materials shall be removed by and at the expense of the owner or occupant, ~~and s~~Such removal shall be arranged directly with ~~the a licensed~~ contractor or disposed at a regulated facility by the owner or occupant.

(Code 1986, § 11.03(6))

**Sec. 102-8. Access for unusual pickup points.**

Where it is more economical and advisable to the city due to extreme building, where the property owners sign a waiver or release releasing the collector from property damage liability, the collector may go on private property with a vehicle to pick up solid waste and curbside recyclables.

(Code 1986, § 11.03(7), Ord. 2013-10)

**Sec. 102-9. Adjustment of collection schedule for holidays.**

The collection schedule will be adjusted to accommodate legally designated holidays.

(Code 1986, § 11.03(8), Ord. 2013-10)

**Sec. 102-10. Use of garbage disposals.**

Any person may dispose of garbage into the sanitary sewer system by the use of a garbage grinding device, provided that such device or discharge does not hamper or destroy the sanitary sewer system or the operation of the sanitary sewer wastewater treatment facility or in any way pollute the watercourse into which the wastewater treatment facility discharges and is installed in compliance with the Wisconsin Plumbing Code, latest edition.

(Code 1986, § 11.03(9))

**Sec. 102-11. Prohibited disposal.**

No material which may be collected as provided in this chapter shall be dumped or otherwise disposed of at any place within the city. No person shall bury or cause to be buried any solid waste within the corporate limits of the city. No person shall deposit any solid waste created, generated or collected outside of the city upon any premises owned either by him or others within the corporate limits of the city.

(Code 1986, § 11.03(10))



**Sec. 102-12. Payment of costs of collection.**

The expense of collecting solid waste from residences with four or less household units and from commercial or retail establishments participating in the city collection program shall be paid by a special charge pursuant to Wisconsin Statutes section 66.0627, ~~except as noted in this chapter for appliance recycling.~~

(Code 1986, § 11.03(11), Ord. 2013-10)

**Sec. 102-13. Solid waste district.**

A solid waste district is hereby established, which shall include all the territory within the corporate limits of the city.

(Code 1986, § 11.03(12))

**CITY OF EVANSVILLE  
ORDINANCE #2020-11**

**AMENDING CHAPTER 46 – ENVIRONMENT AND PROPERTY MAINTENANCE**

The Common Council of the City of Evansville, Rock County, Wisconsin, amend Evansville Municipal Code Chapter 46 as follows:

\*\*\*\*\*

**Article I. In General**

- Secs. 46-01. Title.
- Secs. 46-02. Intent and Purpose.
- Secs. 46-03. Definitions.
- Secs. 46-04--46-~~30~~29. Reserved.

**Article II. Junked Vehicles or Other Junked or Discarded Property**

- Sec. 46-30. Right-of-way Placement
- Sec. 46-31. Storage generally.
- Sec. 46-32. Storage in connection with automobile sales or repair business.
- Sec. 46-33. Enforcement; removal.
- Secs. 46-34--46-60. Reserved.

**ARTICLE I. IN GENERAL**

**Secs. 46-01. Title.**

This chapter shall be known as the “Environment and Property Maintenance Code” of the City of Evansville.

**Secs. 46-02. Intent and Purpose.**

- (1) This chapter is adopted for the purpose of preserving and promoting the public health, safety, comfort, convenience, prosperity, and general welfare of the people of the City and its environment. This includes, among others, physical, aesthetic, and monetary values.
- (2) It is recognized that there may now be, or may in the future be, residential and nonresidential buildings, structures, yards or vacant areas and combinations thereof which are so dilapidated, unsafe, dangerous, inadequately maintained so as to constitute a menace to the health, safety, and/or general welfare of the people. The establishment and enforcement of property maintenance standards is necessary to preserve and promote the private and public interests of the community.

**Secs. 46-03. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

*Approved* means approved by the Administrative Officer under the regulations of this chapter or approved by an authority designated by law.

*City Inspector* means the Building Inspector or other designated inspector.

*Inspection* means an examination performed in conjunction with a lawful request of the Evansville Plan Commission, or City inspector for the purpose of certifying the fulfillment of an official requirement listed in the request.

(Ord. 2016-10)

**Secs. 46-04-~~3029~~. Reserved.**

## **ARTICLE II. JUNKED VEHICLES OR OTHER JUNKED OR DISCARDED PROPERTY<sup>1</sup>**

**Sec. 46-30. Right-of-Way Placement.** Collection of junk, discarded property, trash, litter or debris is generally provided to residents by placing containers or large items of bulk within the right-of-way. If the provided services is being utilized it must be done within the time frame as scheduled by the City.

(1) *Scheduled Collection.* An items of junk, discarded property, trash, litter or debris placed curbside for collection that is outside of the schedule below shall be considered a violation of municipal code.

1. No canister, cart, bag or other container as part of the weekly or bi-weekly collection of regular refuse and recycling may be placed on the curb 48 hours prior to the scheduled collection date.
2. No bulky waste, special collection items or privately scheduled collection of any other junk, discarded property, trash, litter or debris may be placed in the right-of-way 7 days or sooner than the scheduled collection.
3. Permitted containers in the right-of-way under Chapter 102 of the Municipal Code are excluded providing the continued validity of the permit.

### **Sec. 46-31. Storage generally.**

- (1) *Junked Vehicles.* No person shall allow any disassembled, inoperative, unlicensed, junked or wrecked motor vehicle to be stored or to remain viewable from the public right of way on public or private property within the city for longer than thirty (30) days, unless in connection with an automotive sales or repair business enterprise located in a properly zoned area and in conformity with this article. To the extent that this article applies to abandoned vehicles the terms of Wis. Stats. § 342.40 shall be complied with. Removal of a vehicle or other junked or discarded property under this article shall be at the owner's expense.

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<sup>1</sup> **Cross references:** Traffic and vehicles, ch. 122.

- (2) *Junked or Discarded Property, Trash, Litter, or Debris.* No person shall allow to accumulate, or store, junk, litter, trash, or debris on any property in the City longer than thirty (30) days, including but not limited to the following:
1. Any broken or otherwise inoperable or dilapidated furniture, dilapidated outdoor structures, or appliances or part thereof.
  2. Any electronic devices or part thereof including but not limited to televisions, stereo components, computers, printers, copiers and stereo components.
  3. Any accumulation of paper; cardboard; wood; trash; garbage; rubbish; used, reclaimed or rotting wood; glass; aluminum cans; plastic containers or other junk, waste, refuse, discarded material or similar items having little or no value.
  4. Any building material including used or reclaimed lumber, pallets or pallet lumber or other reclaimed or salvaged building materials, rocks, trees, stumps, or other debris from land development, materials for building construction, street grading, or installation of underground utilities, upon the surface of any land in the City of Evansville except on approved and active construction sites or at approved storage or disposal sites.

(Code 1986, § 7.09(1), Ord. 2016-10, Ord. 2019-04)

**Sec. 46-32. Storage in connection with automobile sales or repair business.**

Any vehicles, disassembled vehicles, inoperative vehicles, or other junked or discarded property stored or allowed to remain more than three days in connection with an automobile sales or repair business enterprise shall be kept in an area at least 50 feet distant and screened from the nearest city street right of way.

(Code 1986, § 7.09(2), Ord. 2016-10, Ord. 2019-04)

**Sec. 46-33. Enforcement; removal.**

- (1) Whenever any police officer finds any property or vehicles as described in Article II; including any disassembled inoperative, unlicensed, junked or wrecked motor vehicle or other junked or discarded property, trash, litter or debris placed or stored in the open upon any public property within the city, he may issue a citation to the owner of such vehicle or other junked or discarded property and such owner shall be subject to a penalty as provided in section 1-11. In addition, after trying to notify the owner verbally or otherwise, he may cause such vehicle or other junked or discarded property to be removed to a junk or salvage yard and stored in such junk or salvage yard for 30 days, at the end of which time such junk or salvage yard shall dispose of such vehicle or other junked or discarded property unless previously claimed by the owner.
- (2) Whenever any police officer, other city officer, or employee finds any property or vehicles as described in Article II; including such vehicles or other junked or discarded property, trash, litter or debris placed or stored in the open upon private

property within the City, they shall notify the owner of the property upon which such vehicle or other junked or discarded property is placed or stored that the vehicle or other junked or discarded property constitutes a violation of this article. Such notice may be given to the owner personally or by mail to the owner at any place such owner may be found or to his last known address. The owner may be notified that it is the intention of the city to remove such vehicle or other junked or discarded property, trash, litter or debris immediately. If such vehicle or other junked or discarded property, trash, litter or debris is not removed within three days, any police officer or other city officer may cause the vehicle or other junked or discarded property, trash, litter or debris to be removed, and the cost of such removal shall be charged to the property where the vehicle or other junked or discarded property is stored, which unpaid charges shall be entered as a special charge on the tax roll. The officer may also issue citations for each day of violation with the penalties as stated in section 1-11.

- (3) Whenever any police officer, other city officer, or employee finds any property or vehicles as described in Article II; including such vehicles or other junked or discarded property, trash, litter or debris placed or stored in the open upon public right-of-way within the City, they shall notify the owner of the property upon which such vehicle or other junked or discarded property is placed or stored that the vehicle or other junked or discarded property constitutes a violation of this article. Such notice may be given to the owner personally or by mail to the owner at any place such owner may be found or to his last known address. The owner may be notified that it is the intention of the city to remove such vehicle or other junked or discarded property, trash, litter or debris immediately. If such vehicle or other junked or discarded property, trash, litter or debris is not removed within three days, any police officer or other city officer may cause the vehicle or other junked or discarded property, trash, litter or debris to be removed, and the cost of such removal shall be charged to the property where the vehicle or other junked or discarded property is stored, which unpaid charges shall be entered as a special charge on the tax roll. The officer may also issue citations for each day of violation with the penalties as stated in section 1-11.

- ~~(4)~~ If such vehicle or other junked or discarded property trash, litter or debris is claimed by the owner, the junk or salvage yard shall charge to the owner a reasonable fee for handling or storage.

(Code 1986, § 7.09(3)--(5), Ord. 2016-10, Ord. 2019-04)

**Secs. 46-34--46-60. Reserved.**



**CITY OF EVANSVILLE  
ORDINANCE #2020-\_\_\_\_**

AN ORDINANCE AMENDING SECTION 110-230 OF THE  
CODE OF ORDINANCES OF THE CITY OF EVANSVILLE  
REGARDING EXTRATERRITORIAL PLAN APPROVALS

In accordance with Wis. Stats. Sec. 236.45(4), the Plan Commission having considered the amendments to Section 110-230 of the Code of Ordinances of the City of Evansville as set forth below, and having recommended approval of same to Common Council; and

The Common Council having held a duly noticed public hearing on the proposed amendments to Section 110-230 of the Code of Ordinances of the City of Evansville as set forth below, and following said public hearing having determined that said amendments are in the best interest of the city.

The Common Council of the City of Evansville, Rock County, Wisconsin, do ordain as follows:

**SECTION 1.** Section 110-230 of the Code of Ordinances of the City of Evansville is hereby amended to read as follows:

**Article VII. Land Divisions in the City's Extraterritorial Plan Approval Jurisdiction.**

**Sec. 110-230. Land Divisions in the City's Extraterritorial Plan Approval Jurisdiction.**

- (a) Generally. Except as set forth in section 110-230 (b), all land divisions within the city's extraterritorial plan approval jurisdiction require approval of the city in accordance with the procedures of this chapter as applicable to land divisions within the city, as contained in section 110-81 through section 110-125.
- (b) Exceptions. The requirements of section 110-230 (a) do not apply to the following:
  - (1) Land divisions of agriculturally zoned property which create a new lot for an existing residential structure, provided that the parcel from which the new lot is created is no less than 35 acres following said land division.
  - (2) The sale or exchange of parcels of land between owners of adjoining property if additional lots are not thereby created and the lots resulting are not reduced below the minimum size required by the ordinances of the town in which the lots are located.
  - (3) Land divisions creating no more than 5 lots with a minimum lot size of 10 acres. For all land divisions allowed under this exception, the subdivider must provide a preliminary plat or map for future replatting at higher density. No more than one land division created under this option may be created in a 20 year period from an original parcel or from contiguous parcels owned by the same land owner.
  - (4) Cluster land divisions creating no more than 7 lots averaging less than 2 acres per lot where the lots are contiguous and at least 10 acres per lot of undivided and undeveloped land is reserved for future development. For all land divisions

allowed under this exception, the subdivider must provide a preliminary plat or map for future replatting at higher density. No more than one land division created under this option may be created in a 20 year period from an original parcel or from contiguous parcels owned by the same land owner.

**SECTION 2. Effective Date.** This ordinance shall take effect upon its passage and publication as provided by law.

Passed and adopted this \_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
William Hurtley, Mayor

ATTEST:

\_\_\_\_\_  
Judy L. Walton, Clerk

Introduced:  
Notices published:  
Public hearing held:  
Adopted:  
Published:



**FIRST READING  
CITY OF EVANSVILLE  
ORDINANCE #2020-13**

**AN ORDINANCE AMENDING CHAPTER 130 OF THE ZONING CODE**

The Common Council of the City of Evansville, Rock County, Wisconsin, do hereby ordain as follows:

*Evansville Municipal Code, Chapter 130* shall be amended as follows:

**Sec. 130-6. Definitions.**

*Accessory Dwelling Unit (ADU) Unit* means a detached subordinate structure, which is clearly incidental to ~~, and customarily found in connection with, the principle structure or use to which it is related,~~ and ~~which~~ is located on the same ~~lot~~ parcel as the principle structure. An ADU is no more than 750 square feet in size and contains a dwelling unit, ~~and~~ at least a one car garage, ~~is no more than 750 SF in size, contains no more than one full bathroom, and has a is connected with a~~ driveway connected to the street.

*Dwelling, two-family* means a building containing two dwelling units that are either ~~detached~~, vertically stacked one above the other or side-by-side, with a separate entrance to each unit and with yards on all sides of the dwelling. Two Family Dwellings constructed after January 1, 2021 shall be serviced by individual utility connections and meters.

**Sec 130-675. General Regulations.**

(5) *Setback exceptions.* A setback less than the setback required by this chapter may be permitted:

a. Where there are at least five existing main buildings existing on June 1, 1978, within 500 feet of the proposed site that are built to less than the required setback. In such case, the setback shall be the average of the nearest main building on each side of the proposed site or, if there is no building on one side, the average of the setback for the main building on one side and the required setback. Such setback shall be granted by a permit from the city plan commission and shall not require a special exception or variance.

b. Bay windows, architectural features, roof overhangs, chimneys, window wells, or similar less than 24"

c. Covered open porches in the front yard at least 25 square feet, but not exceeding 75 square feet in size.

DIVISION 15. RESIDENTIAL DISTRICT ONE (R-1)

**Sec. 130-981. Purpose and intent.**

The purpose of the R-1 district is to provide a means of obtaining the residential goals and objectives of the ~~development~~ Comprehensive Plan ~~guide~~. The R-1 district is intended to provide sufficient space in appropriate locations for residential development to meet the housing needs of the community's present and expected future population, with due allowance for the need for a choice of sites. The intent of this district is to provide a ~~suitable-traditional~~ open-neighborhood character for single- and two-family detached dwellings at ~~low~~ densities which are served by public sewer and other basic community services.

(Code 1986, § 17.39(1))

**Sec. 130-982. Uses permitted by right.**

The following uses are permitted in the R-1 district:

- (1) One single-family dwelling unit. One or more private garages for each residential lot. The total area of any attached garages shall not exceed the area of the foundation of the dwelling. The total area of any detached garages shall not exceed the area of the foundation of the dwelling. In addition, the total area of the private garage(s) shall not exceed 13 percent of the total area of the lot, if the area of the lot is less than 10,000 square feet, and shall not exceed 11 percent of the total area of the lot, if the area of the lot is 10,000 square feet or more.
- (2) Churches and all affiliated uses, all grade schools, libraries, water storage facilities and related structures.
- (3) Municipal buildings, except sewage plants, garbage incinerators, warehouses, garages, shops, and storage yards.
- (4) Public parks and playgrounds and recreational and community center buildings and grounds.
- (5) Accessory buildings clearly incidental to the residential use of the property; provided, however, that no accessory building may exceed 150 square feet.
- (6) Uses customarily incidental to any of the uses listed in subsections (1)--(5) of this section; provided that no such use generates traffic or noise that would create a public or private nuisance.
- (7) Not over four boarders or lodgers not members of the family.
- (8) Greenhouses.
- (9) Home occupation, when meeting all of the criteria of section 130-531.
- (10) Community living arrangement (one to eight residents) (per section 130-377).
- (11) One two-family dwelling unit, subject to site plan approval, only on those lots denoted for such use on the face of a final subdivision plat or certified survey map which were approved by the common council after September 30, 2005. One or more private garages may be provided for each residential unit as provided for in this subsection. The total area of any attached garages for each

residential unit shall not exceed the area of the foundation of the residential unit. The total area of any detached garages for each residential unit shall not exceed the area of the foundation of the residential unit. In addition, the total area of the private garage(s) for each residential unit shall not exceed 13 percent of the total area of the lot, if the area of the lot is less than 10,000 square feet, and shall not exceed 11 percent of the total area of the lot, if the area of the lot is 10,000 square feet or more.

(12) Accessory Dwelling Unit per Section 130-6 that is also located within a city designated Historic Conservation Overlay District or locally landmarked/plaquesd parcel.

(Code 1986, § 17.39(2); Ord. No. 2002-4, § 12, 4-9-2002; Ord. No. 2003-7, § 7, 10-14-2003, Ord. 2005-28, Ord. 2005-38, Ord. 2016-18)

**Sec. 130-983. Uses permitted as conditional use.**

The following conditional uses shall be allowed in the R-1 district only after issuance of a conditional use permit as prescribed by article II, division 4 of this chapter:

- (1) Two-family dwelling units, and one or more private garages for each residential unit. The total area of any attached garages for each residential unit shall not exceed the area of the foundation of the residential unit. The total area of any detached garages for each residential shall not exceed the area of the foundation of the residential unit. In addition, the total area of the private garage(s) for each residential unit shall not exceed 13 percent of the total area of the lot, if the area of the lot is less than 10,000 square feet, and shall not exceed 11 percent of the total area of the lot, if the area of the lot is 10,000 square feet or more.
- (2) Home occupation, which does meet all of the criteria of section 130-531.
- (3) Public buildings such as colleges and universities, including private music, dancing, business, and vocational schools, but not to include sewage plants, garbage incinerators, warehouses, garages, or storage areas.
- (4) Institutions of a charitable or philanthropic nature; and libraries, museums and community buildings, private clubs and fraternities, except those whose principal activity is a service customarily carried on as a business, and except also riding clubs.
- (5) Telephone, telegraph and electric transmission lines, buildings or structures.
- (6) Indoor institutional uses (per section 130-373) and indoor residential uses (per section 130-376).
- (7) Day care centers and nursery schools (less than 9 children).
- (8) Funeral homes, undertaking establishments and cemetery memorial retail businesses.
- (9) Bed and breakfast establishments, subject to the following restrictions:

- a. *Off-street parking.* At least one space shall be provided by the operator for every one to two rooms being rented and two spaces for every three and four rooms being rented.
- b. *Signs.* A sign no larger than four square feet in size will be allowed on the property, with the location and design of the sign to be subject to the approval of the police chief and historic preservation commission, respectively.

(10) Community living arrangement (nine to 15 residents) (per section 130-378).

(11) Railroad line (per section 130-485).

(12) Single-family dwelling units with an above-grade floor area of at least 900 and less than 1,200 square feet.

(Code 1986, § 17.39(3); Ord. No. 2002-4, § 13, 4-9-2002; Ord. No. 2003-7, § 8, 10-14-2003, Ord. 2005-23, Ord. 2005-28, Ord. 2005-44, Ord. 2007-21)

#### **Sec. 130-984. Requirements for all uses.**

Within the R-1 district, the following standards shall apply:

- (1) Maximum building height: 35 feet.
- (2) Setbacks and Building Separation
  - a. Minimum front yard setback: 25 feet.
  - b. Maximum front yard and street side yard setback: 30 feet.
  - c. ~~(3)~~ Minimum rear yard setback: 15-20 feet.
  - d. ~~(4)~~ Minimum side yard setback: Eight feet, total of 20 feet on both sides.
  - e. Minimum side yard setback: Eight feet on both sides when any two of the following standards are met:
    - 1. Linear garage frontage does not exceed 40% of the building's front elevation.
    - 2. Building is a two-story structure
    - 3. Front Porch at least 25 square feet in size
    - 4. Street facing garage doors are recessed by at least four feet behind the façade of the ground floor of the principal building.
    - 5. Driveway width does not exceed 15 feet in front setback area or is shared by access easement with adjacent lot.
  - f. Occupied dwelling units shall maintain 10 feet of building separation, unless fireproofed
  - g. Driveway side and rear yard setbacks: 3 feet

~~(5) Maximum front yard and street side yard setback: 35 feet.~~

~~(6)(3)~~ Detached garage and accessory building side yard and street side yard setback:

- a. Three feet for side yards.
- b. 20 feet for street side yards.

~~b.c. Five feet for rear yards.~~

~~(74)~~ Minimum lot width at front setback line: 70 feet for lots platted after December 31, 2000; 60 feet for lots platted before January 1, 2001.

~~(85)~~ Minimum lot frontage on public road: 50 feet.

~~(96)~~ Minimum lot area for single-family dwelling: 8,000 square feet for lots platted after December 31, 2000; 6,000 square feet for lots platted before January 1, 2001.

~~(107)~~ Minimum lot area for two-family dwelling: 10,000 square feet for lots platted after December 31, 2000; 8,000 square feet for lots platted before January 1, 2001.

~~(118)~~ Minimum above-grade floor area for single-family dwelling: 1,~~200-000~~ square feet.

~~(129)~~ Minimum floor area for two-family dwelling: 700 square feet per unit.

~~(1310)~~ Minimum street side yard setback: 20 feet.

~~(1411)~~ Height of detached garages and accessory buildings: Shall not exceed the height of the principal structure.

(12) Buildings and Structures Lot Coverage Standards

a. Maximum lot coverage by impervious surfaces shall be forty percent (40%) of lot area.

b. Maximum front yard coverage by impervious surfaces shall be thirty five percent (35%) of lot area, provided maximum lot coverages are not exceeded.

c. Maximum linear garage coverage on a building's front elevation shall be fifty percent (50%)

d. Maximum Driveway Width at sidewalk of 20 feet, 25 feet at front setback line.

(Code 1986, § 17.39(4); Ord. No. 2003-9, § 4, 9-9-2003; Ord. No. 2003-11, § 4, 10-14-2003, Ord. 2004-2, Ord. 2005-1, Ord. 2005-9, Ord. 2005-50, Ord. 2007-21, Ord. 2012-16)

**Sec. 130-985. Uses permitted that meet special regulations.**

The following special uses shall be allowed in the R-1 district subject to special regulations:

- (1) Chicken Keeping, which meets the special use regulations outlined in Section 130-541.

**Secs. 130-985--130-1000. RESERVED**

**DIVISION 16. RESIDENTIAL DISTRICT TWO (R-2)**

**Sec. 130-1001. Purpose and intent.**

The purpose of the R-2 district is to provide a means of obtaining the residential goals and objectives of the ~~development~~ Comprehensive Planguide. The R-2 district is intended to provide areas which are to be occupied substantially by single-family and two-family dwellings ~~and attached dwellings~~.

(Code 1986, § 17.40(1), Ord. 2005-50)

**Sec. 130-1002. Uses permitted by right.**

The following uses are permitted in the R-2 district:

- (1) Single-family dwellings.
- (2) Two-family dwellings (per section 130-324).
- (3) Two-family twin dwellings (per section 130-323).
- (4) Churches and all affiliated uses, all grade schools, libraries and hospitals, water storage facilities and related structures.
- (5) Municipal buildings, except sewage plants, garbage incinerators, warehouses, garages, shops, and storage yards.
- (6) Public parks, playgrounds, and recreational and community center buildings and grounds.
- (7) One or more private garages and one accessory building clearly incidental to the residential use of the property; provided, however, that no accessory building may exceed 150 square feet. The total area of any attached garages shall not exceed the area of the foundation of the dwelling. The total area of any detached garages shall not exceed the area of the foundation of the dwelling. In addition, the total area of the private garage(s) shall not exceed 13 percent of the total area of the lot, if the area of the lot is less than 10,000 square feet, and shall not exceed 11 percent of the total area of the lot, if the area of the lot is 10,000 square feet or more.
- (8) Uses customarily incidental to any of the uses listed in subsections (1)--(5) of this section; provided that no such use generates traffic or noise that would create a public or private nuisance.
- (9) Not over four boarders or lodgers not members of the family.
- (10) Home occupation, when meeting all of the criteria of section 130-531.

(11) Community living arrangement (one to eight residents) (per section 130-377).

(12) Community living arrangement (nine to 15 residents) (per section 130-378).

(Code 1986, § 17.40(2); Ord. No. 2002-4, § 14, 4-9-2002; Ord. No. 2003-7, § 9, 10-14-2003, Ord. 2005-28, Ord. 2012-02)

### **Sec. 130-1003. Uses permitted as conditional use.**

The following conditional uses shall be allowed in the R-2 district only after issuance of a conditional use permit as prescribed by article II, division 4 of this chapter:

- (1) Home occupation, which does not meet all of the criteria of section 130-531.
- (2) Public buildings such as colleges and universities, including private music, dancing, business, and vocational schools, but not to include sewage plants, garbage incinerators, warehouses, garages or storage areas.
- (3) Institutions of a charitable or philanthropic nature, hospitals, clinics and sanitariums; and libraries, museums and community buildings, private clubs and fraternities, except those whose principal activity is a service customarily carried on as a business, and except also riding clubs.
- (4) Telephone, telegraph and electric transmission lines, buildings or structures.
- (5) Indoor institutional uses (per section 130-373) and indoor residential uses (per section 130-376).
- (6) Funeral homes, undertaking establishments and cemetery memorial retail businesses.
- (7) Three-family and four-family dwelling units.
- (8) Day care centers and nursery schools (less than nine children).
- (9) Railroad line (per section 130-485).
- (10) Single-family dwelling units with an above-grade floor area of at least 900 and less than 1,200 square feet.

(Code 1986, § 17.40(3), Ord. 2005-23, Ord. 2005-44, 2007-21)

### **Sec. 130-1004. Requirements for all uses.**

Within the R-2 district, the following standards shall apply:

- (1) Maximum building height: 35 feet.
- (2) Setbacks and Building Separation
- (3) Minimum front yard setback: 25 feet.
- (4) Maximum front yard and street side yard setback: 30 feet.
- (5) Minimum rear yard setback: 20 feet.

d. Minimum side yard setback: Eight feet, total of 20 feet on both sides.

~~\_Minimum front setback: 25 feet.~~

~~\_(3) Minimum rear yard setback: 15 feet.~~

(4) Detached garage and accessory building side yard and street side yard setback:

- a. Three feet for side yards.
- b. 20 feet for street side yards.

a. Five feet for rear yards.

(5) Minimum lot width at front setback line: ~~70-75~~ feet for lots platted after December 31, 2000; 60 feet for lots platted before January 1, 2001. Two-family twin lots shall have a minimum of 35 feet per lot.

(6) Minimum lot frontage on public road: 50 feet, except that two-family twin lots shall have a minimum of 25 feet per lot.

(7) Minimum lot area:

- a. Single-family: 8,000 square feet for lots platted after December 31, 2000; 6,000 square feet for lots platted before January 1, 2001.
- b. Two-family: 10,000 square feet for lots platted after December 31, 2000; 8,000 square feet for lots platted before January 1, 2001.
- c. Two-family twin: 5,000 square feet per lot.
- d. Three-family: 12,000 square feet.
- e. Four-family: 14,000 square feet.

(8) Minimum side yard setback:

- ~~—~~a. -Single-family, two-family, three-family, and four-family: Eight feet; total 20 feet on both sides.
- b. -Two-family twin: Zero feet on the interior (common wall) lot line. Ten feet on exterior side lot lines.

c. Two-family twin Alternate side yard setback: Eight feet on both sides when any two of the following standards are met:

- 1. Linear garage frontage does not exceed 40% of the building's front elevation.
- 2. Building is a two-story structure
- 3. Front Porch at least 25 square feet in size
- 4. Street facing garage doors are recessed by at least four feet behind the façade of the ground floor of the principal building.
- 5. Driveway width does not exceed 15 feet in front setback area or is shared by access easement with adjacent lot.



f. Occupied dwelling units shall maintain 10 feet of building separation, unless fireproofed

g. Driveway side and rear yard setbacks: 3 feet

- (9) Minimum street side yard setback: 20 feet.
- (10) Maximum front yard and street side yard setback: 35 feet.
- (11) Usable open space: Usable open space shall be provided on each lot used for multifamily dwellings of three or more units. Usable open space shall compose at least 25 percent of the gross land area of the lot area and shall be used for recreational, park or environmental amenity for collective enjoyment by occupants of the development, but shall not include public or private streets, drives or drainageways.
- (12) Height of detached garages and accessory buildings: Shall not exceed the height of the principal structure.

(13) Minimum above-grade floor area for single-family dwelling: 1,200-000 square feet.

(14) Buildings and Structures Lot Coverage Standards

- a. Maximum lot coverage by impervious surfaces shall be forty percent (40%) of lot area.
- b. Maximum front yard coverage by impervious surfaces shall be thirty five percent (35%) of lot area, provided maximum lot coverages are not exceeded.
- c. Maximum linear garage coverage on a building's front elevation shall be fifty percent (50%)
- d. Maximum Driveway Width at sidewalk of 20 feet, 25 feet at front setback line.

~~(13)~~

(Code 1986, § 17.40(4); Ord. No. 2003-9, § 5, 9-9-2003; Ord. No. 2003-11, § 5, 10-14-2003, Ord. 2005-1, Ord. 2005-9, Ord. 2005-50, Ord. 2007-21, Ord. 2012-02, Ord. 2012-16)

**Secs. 130-1005--130-1020. Reserved.**



**RESOLUTION #2020-24**

**CITY OF EVANSVILLE**

**RESOLUTION OF NECESSITY**

RESOLVED, by the governing body of the City of Evansville, Wisconsin as follows:

WHEREAS, this resolution is a resolution of necessity, in accordance with subsections 32.06(1) and 32.07(2), Wisconsin Statutes, relating to the within described redevelopment project; and

WHEREAS, it is hereby determined that it is necessary for the City of Evansville to obtain additional property, generally, to assist in providing incentives for development and to obtain this property in particular so that it can be joined with currently owned city property to create a more attractive development opportunity; and

WHEREAS, development within the city brings jobs and creates tax revenue for the city; and

WHEREAS, the use of the property is currently a grandfathered non-conforming use within the wellhead protection zone and properties within the wellhead protection zone are a priority of the city; and

WHEREAS, the current buildings on the parcel are not being used and are in disrepair and are creating a blight for the downtown; and

WHEREAS, it is also necessary, in the furtherance of the above-stated public purposes, for the City of Evansville to acquire the fee title to the following described real estate located at 170 East Church Street, Evansville, WI 53536 for said future development:

Part of OL16, Sheet 2, Assessor's Plat, City of Evansville, Rock County, Wisconsin, described as follows:

Commencing at the Southwest corner of Outlot 16, Assessors Plat, City of Evansville, Rock County, Wisconsin, which is also the intersection of the North line of Church Street and the Southwesterly right-of-way line of the Chicago and Northwestern Railroad; thence S. 90°00'00" W. 165.00', thence N. 00°00'00" E. 178.95'; thence N. 90°00'00" E., 111.62' to the Southwesterly right-of-way line of the Chicago and Northwestern Railroad; thence S. 16°37'30" E. 186.75' along said right-of-way line to the point of beginning.

It is hereby resolved that it is a necessity for the City of Evansville to obtain the real estate referenced in this resolution to further the stated public purposes.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF EVANSVILLE

By: \_\_\_\_\_  
William C. Hurtley, Mayor

Attest: \_\_\_\_\_  
Judy L. Walton, City Clerk

Published \_\_\_\_\_



# Evansville Plan Commission

## 2021 Meeting Dates

*Meetings typically held virtually at 6:00 PM:*

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*Dates and times subject to change*

### **Tuesday, January 5, 2021**

Applications must be completed for January Meeting by Wednesday, December 2, 2020

### **Tuesday, February 2, 2021**

Applications must be completed for February Meeting by Wednesday, January 6, 2021

### **Tuesday, March 2, 2021**

Applications must be completed for March Meeting by Wednesday, February 3, 2021

### **Tuesday, April 6, 2021**

Applications must be completed for April Meeting by Wednesday, March 3, 2021

### **Tuesday, May 4, 2021**

Applications must be completed for May Meeting by Wednesday, April 7, 2021

### **Tuesday, June 1, 2021**

Applications must be completed for June Meeting by Wednesday, May 5, 2021

### **Tuesday, July 6, 2021**

Applications must be completed for Meeting by Wednesday, June 2, 2021

### **Tuesday, August 3, 2021**

Applications must be completed for August Meeting by Wednesday, July 7, 2021

### **Tuesday, September 7, 2021**

Applications must be completed for September Meeting by Wednesday, August 4, 2021

### **Tuesday, October 5, 2021**

Applications must be completed for October Meeting by Wednesday, September 1, 2021

### **Tuesday, November 2, 2021**

Applications must be completed for November Meeting by Wednesday, October 6, 2021

### **Tuesday, December 7, 2021**

Applications must be completed for December Meeting by Wednesday, November 3, 2021

Last Updated: 10/29/2020

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