

NOTICE

A meeting of the City of Evansville Plan Commission will be held on the date and time stated below. Notice is further given that members of the City Council and Historic Preservation Commission may be in attendance. Requests for persons with disabilities who need assistance to participate in this meeting should be made by calling City Hall at (608)-882-2266 with as much notice as possible.

City of Evansville **Plan Commission**
Regular Meeting
City Hall, 31 S Madison St., Evansville, WI 53536
Tuesday, September 5th, 2023, 6:00 pm

AGENDA

1. Call to Order
2. Roll Call
3. Motion to Approve Agenda
4. Motion to waive the reading of the minutes from the August 1st, 2023 meeting and approve them as printed.
5. Civility Reminder
6. Citizen appearances other than agenda items listed
7. Action Items
 - A. Review of Land Division Application 2023-0226 for a Final Plat (Historic Standpipe Point) on parcel 6-27-930
 1. Staff Report and Applicant Comments
 2. Plan Commissioner Questions and Comments
 3. Motion to Recommend Approval with Conditions
 - B. Review and Motion to Recommend Approval of Land Divider's Agreement Historic Standpipe Point
 - C. Review of Site Plan Use Application 2023-0195 for a Soybean Oilseed Processing Plant (CHS Oilseed Processing)
 1. Staff Report and Applicant Comments
 2. Plan Commissioner Questions and Comments
 3. Motion as written in the staff report
8. Discussion Items
9. Community Development Report
10. Upcoming Meetings
 - A. Tuesday, October 3rd, 2023 at 6:00pm
11. Motion to Adjourn

-Mayor Dianne Duggan, Plan Commission Chair

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

**City of Evansville Plan Commission
Regular Meeting
Tuesday, August 1, 2023, 6:00 p.m.**

MINUTES

1. Call to Order at 6:04pm.

2. Roll Call:

Members	Present/Absent	Others Present
Mayor Dianne Duggan	P	Colette Spranger (Community Dev. Director)
Aldersperson Gene Lewis	P	Jason Sergeant (City Administrator)
Aldersperson Abbey Barnes	P	Richard Kersten, Lester Kersten, Gerald Kersten
Susan Becker	P	Bill/Barb Krumweide, Chris Gransee, Brian Smith
John Gishnock	P	Don Templeton, Ben Corridon, John Helgesen,
Mike Scarmon	P	Joe Geoffrion, Andy Phillips, Wanda Keniston,
Eric Klar	P	Jim Baldauf, Paula Ostrowski, Pat Galecki
		Alvin Francis, Larry Meier, Allison/Mike Hilliard,
		Rich Templeton, Ken Updike, Mike Sullivan,
		Jim/Sheri Ackley, Emil/JoAnne Quast, Pat Lentz
		Deb Tomlin, Kaye Crocker, Ivy Otto,
		Guy /Julie Kunz

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

4. Motion to waive the reading of the minutes from the July 6th, 2023 meeting and approve them as printed, by Becker, seconded by Barnes. Minor edits noted. Approved unanimously.

5. Civility Reminder. Duggan noted the City's commitment to conducting meetings with civility.

6. Citizen appearances other than agenda items listed.

7. Action Items

A. Review and Recommended Motion of Land Division Application 2022-0292 for a Zero Lot Line Certified Survey Map on parcel 6-27-559.5051 (Lot 51, Westfield Meadows)

i. Staff Report and Applicant Comments. Applicant from RM Berg General Contractors was present. Spranger summarized the application, noting that it was very similar to other zero lot line divisions approved by the City in recent years. The applicant will also be submitting a joint cross access and maintenance agreement, which is currently underway.

ii. Public Hearing. Mayor Duggan opened a public hearing at 6:04pm. No comments. Public hearing was closed at 6:04pm.

iii. Plan Commissioner Questions and Comments

None.

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

- iv. **Motion for Common Council to approve a certified survey map to divide parcel 6-27-559.5051 into two lots for a two-family twin residence, located at Lot 51 Westfield Meadows, 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 and maintenance agreement is recorded with Rock County Register of Deeds.**

Motion by Becker, seconded by Klar. Approved unanimously.

B. Review and Recommended Motion of Land Division Application 2023-0199 for a two lot Certified Survey Map on parcel 6-20-119.1 in the Town of Union within the City’s Extraterritorial Jurisdiction (14904 Bullard Road)

- i. **Staff Report and Applicant Comments.** Spranger explained that this lot division within the City’s extraterritorial jurisdiction can be approved by Plan Commission due to its ability to be further subdivided at a later date. The applicants have submitted a potential plat that creates developable lots.
- ii. **Public Hearing.** Mayor Duggan opened a public hearing at 6:09pm. Gerald Kersten, who farms nearby, voiced concerns about stormwater impacts from Lot 2 being paved. Duggan and Spranger explained that the City only has say over land divisions within the Town of Union and the matter would be better answered by Town or Rock County decision makers.
- iii. **Plan Commissioner Questions and Comments.** None.
- iv. **Motion for Common Council to approve a certified survey map creating two lots from parent parcel 6-20-119.1 located at 14904 Bullard Road, Town of Union, finding that the application is in the public interest and meets the objectives contained within Sections 110-230 and 110-102(g) of city ordinances, with the following conditions:**
1. **The final certified survey map is recorded with Rock County Register of Deeds, along with the record of decision from the City outlining these conditions.**
 2. **The applicant fulfills any other obligations set forth by the Town of Union and Rock County.**
 3. **No further land division of these parcels occur prior to August 8, 2043 unless superseded by one or both of the following:**
 - i. **An update to Article VII of the City’s Subdivision ordinance, last amended by Ordinance 2020-12; or**
 - ii. **The Town of Union and City of Evansville enter a boundary agreement.**

Motion by Becker, seconded by Duggan. Approved unanimously.

C. Review and Recommended Motion of Land Division Application 2023-0200 for a lot line adjustment on parcel 6-20-340 in the Town of Union within the City’s Extraterritorial Jurisdiction (8439 N Birdie Lane)

- i. **Staff Report and Applicant Comments.** Spranger reported that the application was to correct the parcel’s legal description. It is currently listed as an outlot, which appears to be a hold-over from when the lot was created from a combination of a buildable lot and outlot. The Town approved a building permit and the County approved a private on-site wastewater system permit for the property. The boundaries of the tax parcel ID assigned

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

to this land is unchanged. No new lot is being created; therefore, the City's Subdivision Ordinance does not apply.

- ii. **Public Hearing.** Mayor Duggan opened a public hearing at 6:17pm. Pat Lentz, 8348 N. Cemetery Road, questioned why other land divisions in the extraterritorial jurisdiction required 35 acres when a building was separated from the remainder of the lot. Staff reiterated that there was no land division occurring with this application; the certified survey map was the tool needed to amend the legal description. Public hearing closed at 6:18pm.
- iii. **Plan Commissioner Questions and Comments.** None.
- iv. **Motion to Recommend Common Council approve a Certified Survey Map for parcel 6-20-340 in the Town of Union and 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 applicant files the final certified survey map with the Rock County Register of Deeds.**

Motion by Becker, seconded by Klar. Approved unanimously.

~~D. Review and Recommended Motion of Land Division Application 2023-0226 for a final subdivision plat and development agreement on parcel 6-27-930 (Historic Standpipe Point)~~

- ~~i. Staff Report and Applicant Comments~~
- ~~ii. Public Comment~~
- ~~iii. Plan Commissioner Questions and Comments~~
- ~~iv. Motion with Conditions~~

E. Review and Recommended Motion of Land Division Application 2023-0192 for preliminary plat on parcel 6-20-218B in the Town of Union within the City's Extraterritorial Jurisdiction (Conifer Hills, Fourth Addition)

- i. **Staff Report and Applicant Comments.** Spranger explained that the only difference between this application and the one denied by Common Council in May 2023 was that the applicant felt it important to resubmit the plat and acknowledge there were in fact covenants associated with the land. Covenants and other types of land restrictions are agreements between private parties. The City does not and will not enforce them nor consider them as part of an application. Staff stand by their recommendation to deny the application.
- ii. **Public Hearing.** Mayor Duggan opened a public hearing at 6:20pm. Spranger shared two comments received over the phone. Shari Rasmussen expressed the covenant's commitment to preserve woodlands, which she feels would be threatened by this plat. Kathy Wiedel re-expressed a concern about the number and size of the lots, noting that stormwater and erosion control would be harder to maintain with more lots. Public hearing was closed at 6:21pm.
- iii. **Plan Commissioner Questions and Comments.** None.
- iv. **Motion to deny application 2023-0192 for a preliminary plat on parcel 6-20-218.B, finding that the application is inconsistent with Chapter 110 of the Municipal Code and with the City of Evansville Comprehensive Plan.**

Motion by Becker, seconded by Barnes. Approved unanimously.

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

F. Review and Recommended Motion of Annexation Application 2023-0194 to attach four parcels totaling 241.45 acres from the Town of Union to the City of Evansville

- i. Staff Report and Applicant Comments.** Spranger began by explaining that the rest of the applications on tonight's agenda were inter-related and that questions that arose during the public hearing might be asked to wait to be answered if it was more appropriate to be discussed in conjunction with another application. Plan Commission has different criteria to consider for different applications.

The annexation application is the first step towards granting approvals for a large agribusiness user to construct a soybean oilseed processing facility in Evansville. The user, CHS Oilseed Processing (CHS), has brokered land control with the current landowners of the properties being considered for this site. Four of those properties are within the Town of Union. The landowners have jointly petitioned the City and the State Department of Administration for annexation. City staff believe the application for these lands to come into the City is one that is consistent with the City's Comprehensive Plan and the policies therein. Plan Commission can recommend that Common Council approve the ordinance annexing these lands into the City. The ordinance will be voted on at the September Common Council meeting.

- ii. Public Hearing.** Mayor Duggan opened a public hearing at 6:34pm. Alvin Francis, Town of Union Plan Chairman, asked why the facility was not being built in the Town. Staff replied that the location had been identified by the user as an ideal one, given their need to access City facilities and utilities and its location along the railway. The City does not allow users to connect to its utilities without being in the City. There were other questions regarding the water source and the wastewater plans for the facility, which are still being worked out with the applicant and engineers. Public hearing was closed at 6:42pm.

- iii. Plan Commissioner Questions and Comments.** None.

- iv. Finding the annexation is consistent with the Comprehensive Plan, the Plan Commission recommends Common Council approval of Ordinance 2023-08 and the Annexation agreement, annexing territory to the City of Evansville, with the following conditions:**

- 1. The applicant signs and accepts the Annexation agreement.**
- 2. Remove all dwellings, buildings, structures, private septic systems and wells unless otherwise agreed to through a development agreement with the City.**
- 3. Back taxes for the Town of Union are reimbursed per Annexation agreement.**
- 4. DOA reviews and deems annexation to be in the public interest.**

Motion by Becker, seconded by Barnes. Approved unanimously.

G. Review and Recommended Motion of Land Division Application 2023-0196 to combine six lots to create two lots (CHS Oilseed Processing)

- i. Staff Report and Applicant Comments.** Spranger explained the lots being combined includes the four lots in the annexation application as well as two additional lots already within the City. This is only valid if Common Council approves the annexation and if CHS records the CSM with the County.

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

ii. Public Hearing. Mayor Duggan opened public hearing at 6:48pm. Hearing no comment, public hearing was closed at 6:48pm.

iii. Plan Commissioner Questions and Comments.

iv. Motion with Conditions

Motion to recommend that Common Council approve the preliminary certified survey map for parcels that include 6-27-958.07, 6-27-959.6, 6-20-219B, 6-20-318, 6-20-317.01, and 6-20-305, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the following conditions:

1) Common Council approves Annexation Ordinance 2023-08.

2) Final Certified Survey Map adjusted to include corrected road right of way parcels, utility easements, and/or out lots as directed by the City.

3) The Final Certified Survey Map is approved by the City and recorded with Rock County Register of Deeds.

Motion by Becker, seconded by Klar. Approved unanimously.

H. Review and Recommended Motion of Rezoning Application 2023-0197 to rezone lands from agricultural to industrial use (CHS Oilseed Processing)

i. Staff Report and Applicant Comments. Spranger discussed why some of the parcels were being rezoned and others were not in the application.

ii. Public Hearing. Mayor Duggan opened public hearing at 7:07pm. Gerald Kersten expressed concern for semi traffic and how it may be affected by this project. There was a traffic study done relating to this project which showed the traffic increase would be minimal. Julie Koontz stated the noise level from the Mancato plant reached 51 decibels. Public hearing was closed at 7:16pm.

iii. Plan Commissioner Questions and Comments

iv. Motion with Conditions

Motion to recommend that Common Council approve Ordinance 2023-10, Rezoning 311.49 acres of Territory from Agriculture (A) to Heavy Industrial (I-2) subject to the following conditions:

1) Common Council Approves Ordinance 2023-08.

2) Common Council Approves Ordinance 2023-09.

3) Common Council Approves Land Division Application 2023-0196.

4) Applicant records Certified Survey Map with Rock County Register of Deeds.

Motion by Becker, seconded by Duggan. Approved unanimously.

I. Review and Recommended Motion of Conditional Use Permit Application 2023-0193 for an Agricultural Service Use (CHS Oilseed Processing)

i. Staff Report and Applicant Comments. Spranger explained that CUPs dictate what can actually happen on site and that this would be contingent on all of the other applications. Spranger explained the proposed use is for soybean processing and an

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

oil refinery with a rail yard. Spranger did not recommend action being taken on this application at this meeting as the City is awaiting further information.

- ii. **Public Hearing.** Mayor Duggan opened public hearing at 7:26pm. Ivy Otto expressed concern for how the development may affect the Evansville Wildlife Area. Julie Koontz expressed concern for how the plant may affect the water system in the area. Public hearing was closed at 7:32pm.
- iii. **Plan Commissioner Questions and Comments.** Becker had a question about the amount of truck traffic generated by the site, 90 truck trips per hour is listed in the study, which refers to 45 trucks with one trip going in and one truck going out.
- iv. **Motion with Conditions**

Motion to recommend that Common Council approve a Conditional Use Permit for an agricultural service use to operate a soybean processing facility per Section 130-344 and extend construction initiation timeframe to 730 days and operational use timeframe to 1,095 days per Section 130-109 on parcel 6-27-958.07 finding that the benefits of the use outweigh any adverse impacts and that the proposed use is consistent with the required standards and criteria for issuance of a Conditional Use Permit set forth in Section 130-104(3)(a through e) of the zoning ordinance subject to the following conditions;

- 1) *Ordinance 2023-08 annexation is approved and signed by the mayor*
- 2) *Ordinance 2023-09 comprehensive plan update is approved and signed by the mayor*
- 3) *Ordinance 2023-10 rezoning is approved and signed by the mayor*
- 4) *Common Council approved Land Division Application 2023-196*
- 5) *Applicant records Certified Survey Map with Rock County Register of Deeds*
- 6) *Site Plan application 2023-0195 is approved by Plan Commission*
- 7) *The business operator shall obtain and maintain all City, State, County, and Federal permits and licenses as may be required*
- 8) *Any substantial changes to the business model shall require a review of the existing Conditional Use Permit*
- 9) *The use cannot create a public nuisance as defined by local and state law.*
- 10) *The Conditional Use Permit is recorded with the Rock County Register of Deeds.*

Motion by Duggan, seconded by Becker. Approved unanimously.

J. Review of Site Plan Use Application 2023-0195 for a Soybean Oilseed Processing Plant (CHS Oilseed Processing)

- i. **Staff Report and Applicant Comments.** Spranger explained that this is contingent on the rest of the applications. Spranger described the plan as it is submitted at the moment but that the design is subject to change. Spranger recommended no action being taken tonight on this application. Spranger stated the city is requesting a utility easement to the north of the property for future expansion.
- ii. **Public Comment.** Julie Koontz asked about previous CHS plant closures, the plants in question were different types of plants than the proposed Evansville facility. There were additional comments regarding traffic and air quality in the area. Julie Koontz also asked about the approval process and if the public would get a vote. Duggan

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

explained the decision would be made by a vote by Common Council. Public comment ended at 8:22pm.

iii. Plan Commissioner Questions and Comments

iv. Motion with Conditions. None

K. Motion to Approve Resolution 2023-18 Public Participation Plan

Spranger explained how public participation is a required part of making a Comprehensive Plan Amendment.

Motion to approve Resolution 2023-18 Public Participation Plan

Motion by Becker, seconded by Klar. Approved unanimously.

L. Review and Recommended Motion of Comprehensive Plan Amendment Application 2023-0198 for an Agricultural Service Use (CHS Oilseed Processing)

i. Staff Report and Applicant Comments. Spranger reiterated the industrial use would need to be expanded to a larger area due to the size of the proposed project in relation to what was anticipated in the current Comprehensive Plan

ii. Public Hearing Mayor Duggan opened public hearing at 8:32pm. There was no public comment relevant to this application.

iii. Plan Commissioner Questions and Comments. None.

iv. Motion with Conditions

Motion to recommend that Common Council approves Ordinance 2023-09

Motion by Duggan, seconded by Becker. Approved unanimously.

8. Discussion Items

None.

9. Community Development Report

Spranger advised all application from CHS are available on the City website.

10. Next Meeting Date:

A. Tuesday, September 5, 2023 at 6:00 p.m.

11. Motion to Adjourn by Duggan, seconded by Klar. Approved unanimously at 8:35pm.



APPLICATION FOR PRELIMINARY LAND DIVISION – STAFF REPORT

Application No.: LD-2023-0226 **Applicant:** RM Berg Construction

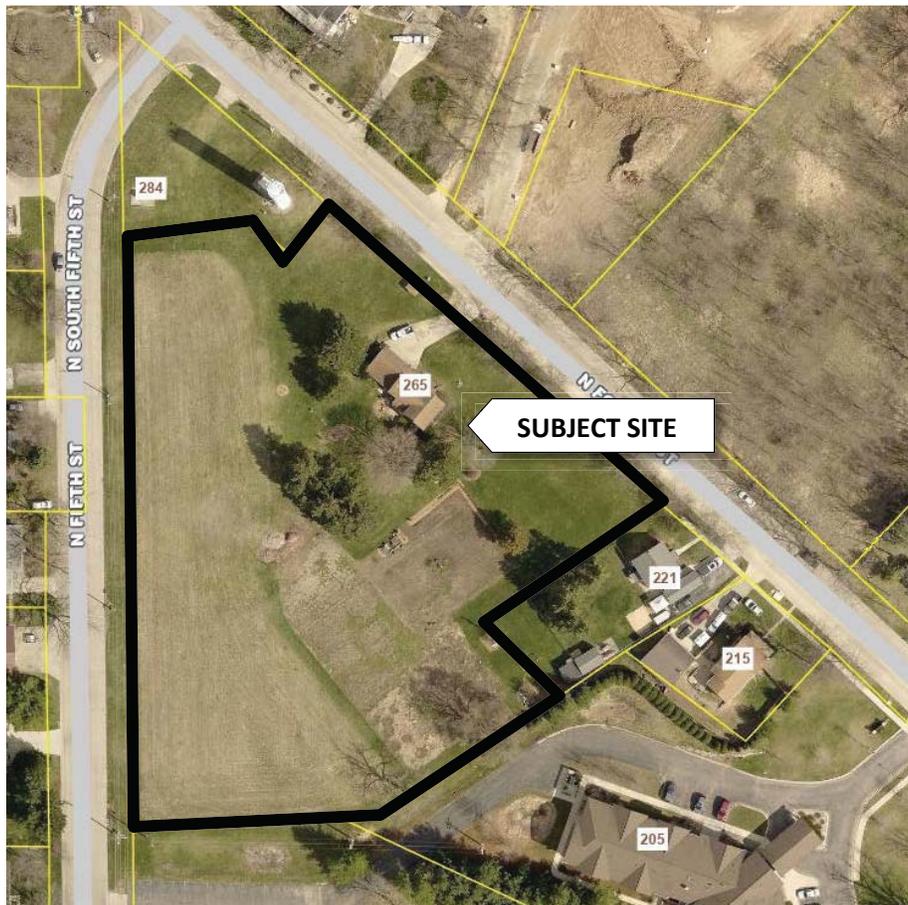
Parcel: 6-27- 930

Location: 265 N Fourth Street

For Plan Commission Review on: September 5, 2023

Prepared by: Colette Spranger Community Development Director

Direct questions and comments to: colette.spranger@ci.evansville.wi.gov or 608-882-2263



Description of request: An application for a final land division to create a final plat on parcels 6-27-930 has been submitted for consideration by Plan Commission. The request is to create a subdivision (Historic Standpipe Point) on land between the northern ends of Fifth and Fourth Street. A public hearing was held in May 2023. Common Council approved a preliminary plat in July. The applicant has met with City staff to discuss expectations for development in this area. A draft of the Final Plat is attached to this staff report. A land divider's agreement is also on tonight's agenda.

Existing and Proposed Uses: The existing parcel is undeveloped. The residence at 265 N Fourth Street has been razed.

The proposed plat shows six single family residential lots along Fifth Street. These can remain in the current R-1 zoning. All the lots as presented comply with the bulk requirements of the R-1 zoning district.

Along Fourth Street there is one lot with a proposed zoning of B-1. This is a very versatile zoning district, which allows single-family homes by right and duplex, townhouse, multifamily, and other residential uses by conditional use. It is staff's understanding that the intention of this lot is for some sort of multifamily (non-single family) land use. Benefits of this zoning district include a prohibition on parking areas in the front setback areas for all principal buildings as well as architectural and landscaping design standards for residential buildings.

A public hearing was held at the May 2nd, 2023 Plan Commission meeting. There were concerns from several neighbors about the appropriateness of multifamily housing along Fourth Street.

Municipal Services Committee reviewed the preliminary plat at its June 27nd, 2023 meeting. No major concerns were identified and the committee offered its recommendation for approval.

As a note – the Evansville Standpipe, the historic water tower that is listed on both the State and National Register of Historic Places – is located on City property and is outside this propose preliminary plat. It will not be affected by this development. The name of the subdivision plat is a nod to this historic landmark.

General Comments:

1. **Drainage Report Document and Grading Plan.** On-site stormwater will be handled by an outlot that will be dedicated to the public and managed by the City once improvements to the proposed bioretention pond are accepted by the City Engineer. As part of this review a letter from Town and Country Engineering has been included. The Engineer's suggestion for the drainage and grading plan have been incorporated into the developer's agreement.
2. **Development of Lot 7. The applicant intends to develop these into duplex units.** This will require rezoning, a site plan, and conditional use permit done through separate applications.

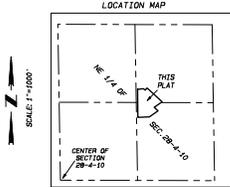
Consistency with the City of Evansville Comprehensive Plan and Municipal Code: The proposed land division is consistent with the Future Land Use Map of the Comprehensive Plan. The proposal also complies substantially with the design standards and environmental considerations as set forth in the Land Division Ordinance.

Staff Recommended Motion: *Motion to approve the Final Plat for the Historic Standpipe Point subdivision, finding that is in the public interests and substantially complies with Division 3 of Chapter 110 of the Municipal Code, subject to the following conditions.*

- 1. Developer obtains signatures and records final plat with Rock County Register of Deeds*
- 2. Developer's letter of credit is secured and approved by the City*
- 3. Development agreement is executed and signed by the City and Developer*
- 4. Subdivision construction drawings are approved by the City*
- 5. A rezoning application for Lot 7 is submitted to and approved by the City*
- 6. Applicant records a plat restriction, by adding suitable language to the face of the plat as approved by City Engineer, regarding prohibition of alterations of finished grades by more than six inches on utility easements and Stormwater drainage easements.*

HISTORIC STANDPIPE POINT

PART OF OUTLOT 16, SHEET 6, PART I OF THE ASSESSOR'S PLAT OF EVANSVILLE, WISCONSIN AND BEING LOCATED IN THE NE 1/4 OF THE NE 1/4 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 28, T. 4N., R. 10E., OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

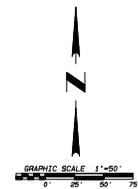
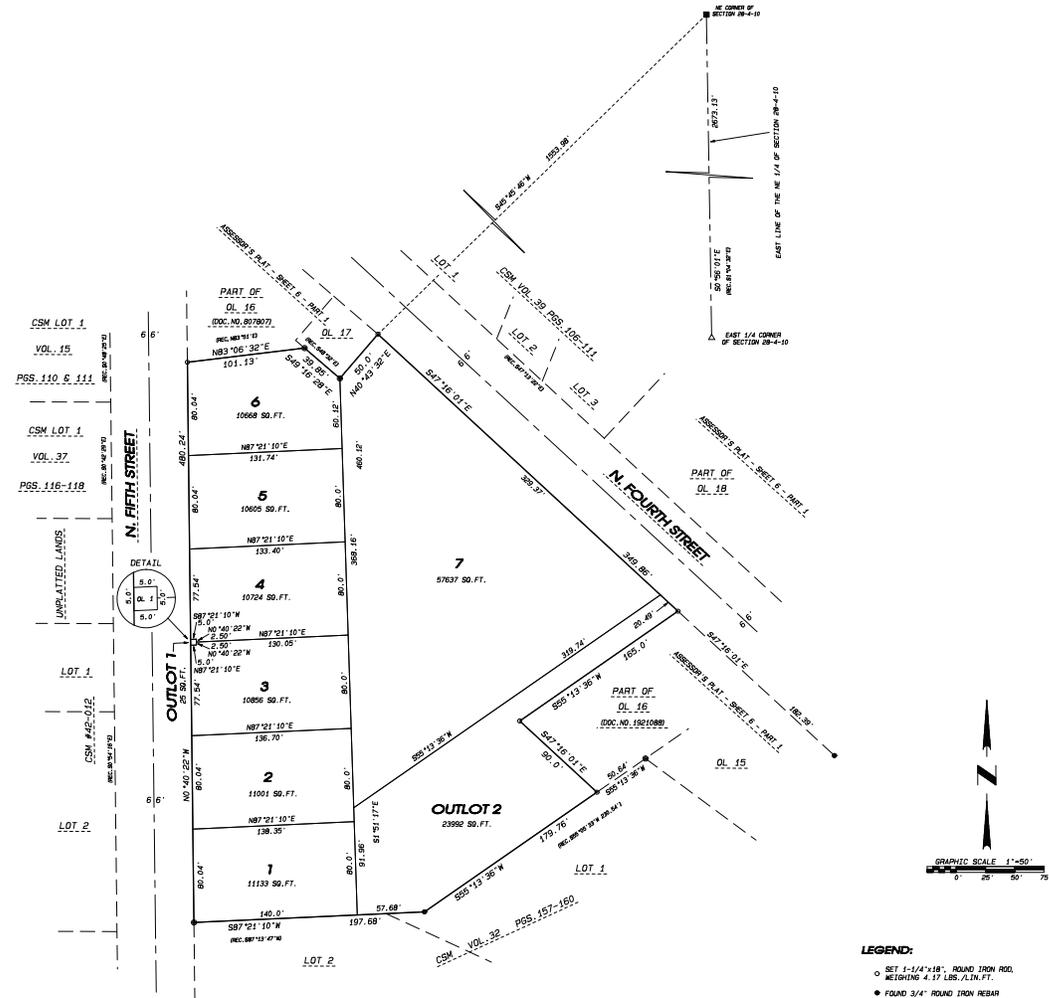


NOTE: ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDRETH OF A FOOT. ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND.

NOTE: UTILITY EASEMENTS AS SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE UTILITIES HAVING RIGHTS TO SERVE THE PLATTED AREA. THIS INCLUDES INSTALLATION OF WATER MAINS, STORM SEWER AND SANITARY SEWER IN THE EASEMENT AREAS.

NOTE: HISTORIC STANDPIPE POINT CREATES 7 LOTS AND 2 OUTLOTS FROM 3.37 ACRES.

NOTE: BEARINGS ARE REFERENCED TO THE EAST LINE OF THE NE 1/4 OF SECTION 28-4-10, HAVING AN ASSUMED BEARING OF S0°56'01\".



- LEGEND:**
- SET 1-1/4" x 1/8" ROUND IRON ROD WEIGHING 4.17 LBS./LN.FT.
 - FOUND 3/4" ROUND IRON REBAR
 - FOUND 1" ROUND IRON PIPE
 - FOUND COTTON GIN SPIKE
 - FOUND 6"x6" SQUARE STONE MONUMENT
- ALL OTHER LOT AND OUTLOT CORNERS ARE STAKED WITH 3/4" x 24" ROUND IRON REBAR WEIGHING 1.5 LBS./LN.FT.
- LOE UTILITY EASEMENT & DRAINAGE EASEMENT

<p>100 W. HILLSBORO ST. EVANSVILLE, IN 47704 www.combsurvey.com</p>	• LAND SURVEYING	DATE	06/28/2023	<p>PROJECT</p> <p>123-055</p> <p>BY</p> <p>BERG</p>
	• LAND PLANNING	BY	sll	
	• CIVIL ENGINEERING	PROJECT NO.	123-055	
		DATE	06/28/2023	

HISTORIC STANDPIPE POINT

PART OF OUTLOT 16, SHEET 6, PART I OF THE ASSESSOR'S PLAT OF EVANSVILLE, WISCONSIN AND BEING LOCATED IN THE NE 1/4 OF THE NE 1/4 AND IN THE SE 1/4 OF THE NE 1/4 OF SECTION 28, T. 4N., R. 10E., OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE
BY RAY M. COMBS, S.S.
ROCK COUNTY

I, Ray M. Combs, a professional land surveyor, hereby certify that I have surveyed, divided and marked HISTORIC STANDPIPE POINT, being a PART OF OUTLOT 16, SHEET 6, PART I OF THE ASSESSOR'S PLAT OF EVANSVILLE, WISCONSIN AND BEING LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 28, T. 4N., R. 10E., OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN, AND IN THE SE 1/4 OF THE NE 1/4 OF SECTION 28, T. 4N., R. 10E., OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN, TO BE HEREIN DESCRIBED AS FOLLOWS: COMMENCING AT A CUT STONE MONUMENT AT THE NE CORNER OF SAID SECTION, THENCE S45°46'N 145.3 59 FEET TO THE POINT OF BEGINNING FOR THE LAND TO BE HEREIN DESCRIBED; THENCE S47°16'01"E ALONG THE SW LINE OF N. FOWARTH STREET, 344.86 FEET TO THE MOST NORTHERLY CORNER OF LANDS DESCRIBED ON DOCUMENT NO. 1924088; THENCE S55°13'36"W 165.0 FEET TO THE MOST WESTERLY CORNER OF SAID LANDS; THENCE S55°13'36"W 165.0 FEET TO THE EAST LINE OF N. FIFTH STREET; THENCE N04°42'29"W ALONG THE NORTH LINE OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 32, PAGES 157 THRU 160, A DISTANCE OF 175.76 FEET; THENCE S87°21'0"W CONTINUING ALONG SAID NORTH LINE, 197.69 FEET TO THE EAST LINE OF N. FIFTH STREET; THENCE N04°42'29"W ALONG THE NORTH LINE OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 32, PAGES 157 THRU 160, A DISTANCE OF 175.76 FEET; THENCE S01°13'0"E ALONG SAID SOUTH LINE, 104.13 FEET TO THE SW LINE OF SAID OUTLOT 17; THENCE S49°16'28"E ALONG SAID SW LINE, 39.86 FEET TO THE MOST SOUTHERLY CORNER OF SAID OUTLOT 17; THENCE N40°43'32"E 50.0 FEET TO THE PLACE OF BEGINNING, CONTAINING 3.37 ACRES OF LAND. I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Evansville, in surveying, dividing and mapping the same.

GIVEN UNDER MY HAND AND SEAL THIS 28TH DAY OF JUNE, 2023

OWNER'S CERTIFICATE

AS OWNER, RM BERG GENERAL CONTRACTOR INC. HEREBY CERTIFIES THAT IT OWNED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MARKED AND CHECKED AS REPRESENTED ON THE PLAT. RM BERG GENERAL CONTRACTOR INC DOES ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: Department of Administration, City of Evansville; Rock County Planning and Development Agency.

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

x _____
Roger M. Berg

STATE OF WISCONSIN
ROCK COUNTY

SS.

Personally came before me this ____ day of _____, 20__ . Roger M. Berg to me known to be the persons who executed the foregoing instrument and acknowledged the same.

My Commission Expires: _____
Notary Public.

CITY COUNCIL OF EVANSVILLE RESOLUTION

Whereas, the City Planning Commission of the City of Evansville has reported on the plat of HISTORIC STANDPIPE POINT.

It is resolved that the plat of HISTORIC STANDPIPE POINT be accepted and is hereby approved.

STATE OF WISCONSIN

ROCK COUNTY

I hereby certify that the foregoing is a copy of a resolution passed by the Common Council of the City of Evansville.

Date: _____
x _____
City Clerk

CITY OF EVANSVILLE TREASURER

I, _____, being the duly elected, qualified and acting City Treasurer of the City of Evansville, do hereby certify that in accordance with the records in my office there are no unpaid taxes or special assessments as of _____ on any land included in the plat of HISTORIC STANDPIPE POINT.

Date: _____
_____ City Treasurer

ROCK COUNTY TREASURER

I, Michelle Roetger, being the duly elected, qualified and acting Treasurer of Rock County do hereby certify the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of _____ affecting the land included in the plat of HISTORIC STANDPIPE POINT.

Date: _____
_____ Rock County Treasurer

RECORDING DATA

Received for record this ____ day of _____, 20__ at ____ o'clock ____ M.
and recorded in Volume ____ of plats of Rock County on Pages _____.

Document No. _____
_____ Rock County Register of Deeds

Combs & Associates 119 N. Riverside St. Evansville, WI 53120 www.combswi.com	DATE	06/28/2023
	LAND RECORDS #	811
PLAT #	123-055	
FILE #	BERG	

August 25, 2023

Ms. Colette Spranger
Community Development Director
City of Evansville
31 South Madison Street
Evansville, WI 53536

Subject: Historic Standpipe Point –Plat and Stormwater Review

Dear Colette:

We have completed our review of the Plat and Storm Water Management Report for a proposed residential development entitled Historic Standpipe Point. The development would include 6 residential lots, 1 lot with 3 duplexes, and an outlot for stormwater management and is located immediately south of the 5th Street/4th Street intersection.

The plat has been reviewed relative to the pertinent sections of the City's subdivision ordinance below, along with our comments, if any. Please note that there are other sections of the subdivision ordinance (lot size, park dedication, etc.) that are being reviewed by City staff and are not included here.

Plat Document

Section 110-83. – Attachments to preliminary application

We wanted to confirm that the three required attachments have already been submitted:

1. Environmental assessment checklist
2. List of development projects approved in the last 5 years and outstanding obligations
3. A preliminary developer's agreement

Section 110-101. Contents

This section requires a number of items that need to be added to the document:

1. 2-foot contours
2. Locations or proposed utility and drainage easements. There should at least be an access and stormwater easement through Lot 1 to connect Outlot 2 to 5th Street.

In addition to the ordinance language, we have several comments for City consideration relative to the items on the preliminary plat itself:

1. 10 foot drainage easements should be shown on all lots along all common lot lines. We have experienced several occasions where neighboring builders/property owners have modified grades after construction is complete and without those easements the City has no ability to require a resolution.
2. The US Post Office has been requiring new subdivisions to install communal mailbox locations. We recommend that those be placed within easements on private parcels, not outlots. This will eliminate any potential City involvement for future snow removal, site maintenance, or eventual repair/replacement for the boxes.

Drainage Report Document and Grading Plan

The site is approximately 3.3 acres in size, and is characterized as infill development. Because it is less than 5 acres, neither the City's peak flow rate nor infiltration standards will apply. Stormwater quality standards (TSS Removal) are proposed to be met via a bio-retention basin. It should be noted that the basin design also actually ends up meeting the City's 10-year and 100-year flow rate requirements regardless of the exemption.

We recommend the following updates to the plan:

-If the City is intended to take over Outlot 2 (and the associated bio-retention basin), we recommend that the basin be planted with plug plants at 18-inch spacing instead of the proposed seed mix. These areas can be difficult to establish, and plugs will improve the chances of a strong plant base.

-There may be a desire to have a paved driveway to Outlot 2. This would slightly change the TSS Removal requirements.

-The model assumes a small amount of disturbance. This should be expanded to include the entire front yards of the entire plat to reflect the need to construct sidewalks along 4th Street and 5th Street. The plans should also be updated accordingly to show said sidewalks.

We suggest these comments be combined with comments from other City staff reviews. To maintain the desired project timelines, the City may choose to simply make resolving these items conditions of an approval.

Please feel free to contact us with any questions.

Very truly yours,
TOWN & COUNTRY ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "Brian Berquist".

Brian R. Berquist, P.E.
President

cc: Mr. Jason Seargent, City of Evansville (*via email*)
Mr. Dale Roberts, City of Evansville (*via email*)
Mr. Roger Berg (*via email*)
Mr. Adam Griffin, Combs & Associates (*via email*)

BRB:brb

J:\JOB#S\Evansville\EV-114 Historic Standpipe Plat Review\Review Ltr.docx

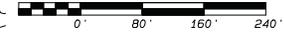


Member
Local System Interchange

To Obtain Location of
Participate Underground
Facilities Before You
Dig in Wisconsin

**CALL DIGGERS
HOTLINE**
1-800-242-8511

Wis Statute 182.0175 (1974)
Requires Min. 3 Work Days
Notice Before You Excavate



INDEX OF SHEETS
1. COVER SHEET
2. STORMWATER MANAGEMENT AREA
3. EROSION CONTROL NOTES/DETAILS

LEGEND:

- EASEMENT LINE
- BUILDING SETBACK LINE
- SANITARY SEWER
- FUTURE SANITARY SEWER
- WATER MAIN
- FUTURE WATER MAIN
- STORM SEWER
- FUTURE STORM SEWER
- FUTURE CURB
- PROPERTY LINE
- FENCE LINE
- CONSTRUCTION LIMITS
- PROPOSED SILT FENCE
- CONTOUR LINE
- CENTER LINE
- BUILDING LINE
- AERIAL UTILITY WIRE (S)
- TELEPHONE LINE
- GAS LINE
- ELECTRIC LINE
- VE VISION EASEMENT
- DE DRAINAGE EASEMENT
- UE UTILITY EASEMENT
- CE CONSERVATION EASEMENT
- SSE SANITARY SEWER EASEMENT
- PROPOSED SURFACE DRAINAGE DIRECTION (GRADE TO DRAIN)
- XX DRILL HOLE
- AS PA MASONRY WALL
- STONE MONUMENT
- CAST IRON MONUMENT
- POLYSTYRENE MONUMENT
- UTILITY POLE
- GC ○ RIV CABLE ANCHOR
- MI ○ MANHOLE
- MANHOLE
- EXISTING LIGHT POLE
- UI ■ UTILITY BOX (TY T D)
- GM ■ GAS METER
- EM ■ ELECTRIC METER
- GV ■ GAS VALVE
- WV ■ WATER VALVE
- FIVE MONUMENT
- IN ○ CURB INLET
- IN ○ STORM INTAKE
- XX PROPOSED LIGHT POLE

REF. BOX XX MINIMUM FINISHED FLOOR ELEVATION



**FOR CITY REVIEW
NOT FOR CONSTRUCTION**

**STORMWATER MANAGEMENT PLAN
FOR
HISTORIC STANDPIPE POINT**

A RESIDENTIAL SUBDIVISION
PART OF OUTLOT 16, SHEET 6, PART 1 OF THE ASSessor'S PLAT OF
EVANSVILLE, WISCONSIN AND BEING LOCATED IN THE NE 1/4 OF THE
NE 1/4 AND IN THE SE 1/4 OF THE NE 1/4 OF SECTION 28, T.4N., R.10E.
OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

	• LAND SURVEYING	DATE 08/11/23	REVISION
	• LAND PLANNING	BY AFG	
	• CIVIL ENGINEERING	APPROVED	
100 N. Milwaukee St. Janesville, WI 53408 www.combsa.com	tel: 608 752-0575 fax: 608 752-0534	PROJECT NO. 123-055	

GENERAL EROSION NOTES

1. THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS COMPOSED OF THIS DRAWING, THE EROSION CONTROL MEASURES, PREVENTION PLAN, SWPPP, SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
2. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
3. CONSTRUCTION SHALL MAINTAIN BEST MANAGEMENT PRACTICES (BMP) AS REQUIRED BY THE SWPPP OF THE PROJECT. BEST MANAGEMENT PRACTICES (BMP) AS REQUIRED BY THE SWPPP OF THE PROJECT SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
4. BEST MANAGEMENT PRACTICES AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REGULATIONS AND STANDARDS. BEST MANAGEMENT PRACTICES (BMP) AS REQUIRED BY THE SWPPP OF THE PROJECT SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
5. THE SITE MUST BE CLEAR, DEWATERED, AND ALL STATE MATERIALS AND PERMITS FOR ANY CONSTRUCTION ACTIVITIES MUST BE OBTAINED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
6. CONSTRUCTION SHALL MAINTAIN CLEARING TO THE MAXIMUM EXTENT PRACTICABLE OR AS REQUIRED BY THE SWPPP OF THE PROJECT. BEST MANAGEMENT PRACTICES (BMP) AS REQUIRED BY THE SWPPP OF THE PROJECT SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
7. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
8. CONSTRUCTION SHALL MAINTAIN CLEARING TO THE MAXIMUM EXTENT PRACTICABLE OR AS REQUIRED BY THE SWPPP OF THE PROJECT. BEST MANAGEMENT PRACTICES (BMP) AS REQUIRED BY THE SWPPP OF THE PROJECT SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
9. CONSTRUCTION SHALL MAINTAIN CLEARING TO THE MAXIMUM EXTENT PRACTICABLE OR AS REQUIRED BY THE SWPPP OF THE PROJECT. BEST MANAGEMENT PRACTICES (BMP) AS REQUIRED BY THE SWPPP OF THE PROJECT SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
10. CONSTRUCTION SHALL MAINTAIN CLEARING TO THE MAXIMUM EXTENT PRACTICABLE OR AS REQUIRED BY THE SWPPP OF THE PROJECT. BEST MANAGEMENT PRACTICES (BMP) AS REQUIRED BY THE SWPPP OF THE PROJECT SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.

MAINTENANCE

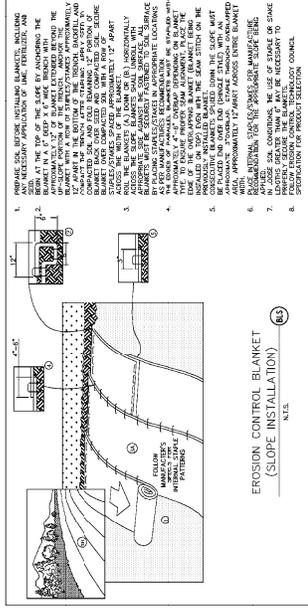
1. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
2. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
3. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
4. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
5. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
6. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
7. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
8. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
9. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
10. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.

CONSTRUCTION SEQUENCE

1. Install erosion tracking pad.
2. Establish a baseline and set up a surveying station.
3. Install all erosion control measures.
4. Install all sedimentation control measures.
5. Install all stabilization measures.
6. Install all final stabilization measures.
7. Install all final stabilization measures.
8. Install all final stabilization measures.
9. Install all final stabilization measures.
10. Install all final stabilization measures.

EROSION CONTROL PLAN NOTES

1. TO ENSURE THAT DISTURBED AREAS ARE NOT VULNERABLE TO EROSION OR LAND DISTURBANCE, THE CONTRACTOR SHALL MAINTAIN THE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
2. THE CONTRACTOR SHALL MAINTAIN THE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
3. THE CONTRACTOR SHALL MAINTAIN THE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
4. THE CONTRACTOR SHALL MAINTAIN THE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
5. THE CONTRACTOR SHALL MAINTAIN THE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
6. THE CONTRACTOR SHALL MAINTAIN THE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
7. THE CONTRACTOR SHALL MAINTAIN THE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
8. THE CONTRACTOR SHALL MAINTAIN THE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
9. THE CONTRACTOR SHALL MAINTAIN THE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.
10. THE CONTRACTOR SHALL MAINTAIN THE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL REMAIN IN PLACE UNTIL THE FINAL STABILIZATION OF THE SITE.



EROSION CONTROL BLANKET (SLOPE INSTALLATION) (SEE SHEET 123-055 FOR FURTHER DETAILS)

DATE	08/11/23
BY	AFG
REVISION	123-055
PROJECT	141 600 700-025
CLIENT	141 600 700-025

100 N. ALHAMBRA ST.
MILWAUKEE, WI 53212
WWW.COMBSINC.COM

LAND SURVEYING
LAND PLANNING
ENGINEERING
CONSTRUCTION

FINAL LAND DIVIDER’S AGREEMENT-HISTORIC STANDPIPE POINT

This Agreement made this _____ day of _____, between RM Berg General Contractor Inc. hereinafter collectively 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 3.26 acres of land in the City of Evansville that is legally described in Appendix A.

WHEREAS, the above-described land is presently zoned R1.

WHEREAS, Developer desires to subdivide and develop the above-described land for residential purposes to be known as Historic Standpipe Point, hereinafter called the “Subdivision”, which will be zoned R1 and B1.

WHEREAS, on September 5, 2023, the City’s Plan Commission recommended to the City’s Common Council approval of a final plat for the Subdivision subject to certain conditions, and on September 12, 2023 the Common Council approved a final plat for the Subdivision subject to certain conditions.

WHEREAS, the Plan Commission and the Common 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 final land divider’s agreement, hereinafter called the “Agreement”, which sets forth the terms of understanding concerning said Subdivision.

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. **Park and Recreation Land Dedication.** The developer’s obligation for the dedication of parkland will be based on the city parkland fee per lot in effect at the time of execution of this Agreement.

a. **Parkland dedication fees for Lots 1-6 to be paid upon execution of this Agreement.**

b. Parkland dedication fees for Lot 7 to be calculated and paid upon conditional use permit and site plan approval for construction on that lot.

- C. Survey Monuments. Developer shall properly place and install all surveys 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 that will be separately approved by the Common Council 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 City ordinances; that there shall be no residential development on outlots without the consent of the City Plan Commission; 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. 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.
- F. 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.
- G. 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 Engineer 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 immediately place effective erosion control procedures along downslope areas and alongside slope areas as required to prevent or reduce erosion where erosion during construction may 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 meet the performance standards of Wisconsin Administrative Code, including but not limited to, 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.

4. Developer shall restore all disturbed areas and re-grade any areas not allowing the flow of surface water as specified in the grading plan.
- H. Applicability. The requirements of this Article I apply to the construction and installation of sanitary sewers, water mains, private streets, electrical systems, landscaping and stormwater 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.
- I. Development Type and Density. Developer intends to construct or cause the construction of Single Family (Lots 1 through 6) and Two-Family (duplex) dwelling units (Lot 7, enabled through Conditional Use Permit and Site Plan).

ARTICLE II. Phases and Development.

- A. Construction of Public Improvements. Developer shall complete installation of the Public Improvements described in Article III in a single phase and install any Public Improvements which are not physically located within the plat but are necessary to serve the lots within it.
- B. Phases Identified. Phasing for the Subdivision shall be as a single phase.
- C. Timing. Developer may begin the installation of the Public Improvements described in Article III as soon as the Developer has:
 - a. Obtained all necessary approvals of the Plans and Specifications described in Article III; and,
 - b. has filed with the City Clerk all required documents, including but not limited to the irrevocable letter of credit referred in Article IV, Section C; and,
 - c. Construction drawings have been submitted and approved.

ARTICLE III. Public Improvements.

- A. Public Improvements. As used in this Agreement, the term “Public Improvements” shall mean the water distribution system, sanitary sewer system, sidewalks, surface water drainage system, electrical system, and landscaping 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, including standard specifications as the City may have adopted at the time of construction.
- C. Method of Improvements. Developer agrees to engage contractors for all Public Improvements included in this Agreement who are qualified to perform the work and who

shall be designated 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.

D. Sidewalks. Developer shall construct, furnish, install, and provide five-foot wide concrete sidewalks on all lots in the subdivision and on the corner City Lot at 4th and 5th Streets within the public right-of-way. Sidewalks shall be completed on all lots once five (5) of six (6) lots receive occupancy permits.

E. Surface Water Drainage System.

1. Developer shall construct, install, furnish, and provide adequate facilities for storm and surface water drainage throughout the entire Subdivision. Improvements shall include, but are not limited to, piping, inlets, junction structures, and storm water appurtenances, storm and surface water drainage systems and agree to perform the grading plan all in accordance with the approved Plans and Specifications applicable federal and state regulations and local ordinances, regulations, and guidelines.
2. 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 the developer.
3. The City will issue no building permit for any lot until the finished grading of the entire plat, including that lot, has been accepted by the City Building Inspector or Engineer. Finish grade shall be defined as spot elevations at lot corners, within six inches of final elevations. Topsoil installation to final elevation is required prior to occupancy permits being granted by the City Building Inspector or Engineer.
4. City shall retain rights to require Developer to install additional erosion control measures as needed in accordance with generally accepted engineering standards prior to acceptance by the City Building Inspector or Engineer of the storm and surface water drainage improvements.
5. City shall issue no occupancy permits for any lots until the storm water management features for that particular phase have been accepted by the City Building Inspector or Engineer.
6. Developer shall re-grade areas as directed by the City if Developer or contractors who grade individual lots do so in a way that interferes with the flow of surface water as specified in the grading plan.
7. Developer shall provide and guarantee the healthy establishment of vegetative cover planted within storm water basins, swales or green ways.
8. Additions to Drainage and Grading Plan (August 11, 2023)
 - a. Developer shall plant bio-retention basin on Outlot 1 with plug plants at 18-inch spacing

- b. Disturbed areas on model shall be expanded to include the entire front yards of the entire plat to reflect the need to construct sidewalks along 4th Street and 5th Street.
- c. Drainage and grading plan should also be updated accordingly to show said sidewalks.
- d. Developer and City are advised that a paved driveway constructed on Outlot 1 has the potential to change the TSS Removal requirements.

F. Electrical system.

1. Developer shall request an estimate for the cost of installing the electrical system from the Water and Light Superintendent at least 90 days in advance of the expected installation date.
2. Within ten (10) days of receiving the estimate from the utility, the Developer shall pay, in advance, the cost of installing the electrical system in the Subdivision. This includes but is not limited to the bases for transformers, but not including the transformers themselves.
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 the Developer.
4. In the event the utility's actual cost to install the electrical system is greater than the estimate, the Developer shall pay the difference to the utility within thirty (30) days of billing.

G. Landscaping.

1. Developer shall remove and lawful dispose of all outbuildings, destroyed trees, bush, tree trunks, shrubs, and other natural growth and all leftover construction materials, construction debris and rubbish from the Subdivision after the completion of improvements in each 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, in accordance with City Code, two street trees per dwelling unit or one street tree every 40 to 60 feet, whichever is greater in the terrace. Trees shall be of a variety and caliper size approved by the City and planted no later than the fall or spring immediately following completion of the house on each lot. Developer shall plant any and all street trees required by this paragraph if any home 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 City to assure that the plantings will not impact underground utilities.

- H. 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, is released, and shall pay for any damage to the City property resulting therefrom. 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.

I. Additional Improvements.

1. Developer agrees that if modifications to the Plans and Specifications including, but not limited to, additional drainage ways, 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 one year after the City's acceptance of the Public Improvements installed by Developer in the final phase of the Subdivision. Such modifications are deemed necessary if needed to conform to generally accepted engineering standards or change in any regulation, law, or code.
2. Developer shall identify the design and the location on private outlots or easements for USPS approved cluster mailbox facilities, and provide perpetual maintenance plans for said 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, shall never occur on public property, and will not be the responsibility of the City.
3. Developer shall develop all lots in the subdivision with dwelling units or residential structures that contain porches on the front façade.

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, 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. Reimbursement shall occur prior to the plat being recorded.
- 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 plat 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 subdivision.
 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 subdivision.
 4. The irrevocable letter of credit 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 subdivision 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 subdivision until the City accepts the Public Improvements for the subdivision pursuant to Article III.
 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 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. Issuance of Building Permits/Occupancy Permits.

- A. No building permits shall be issued by the City Building Inspector for any lot in the Subdivision until the Common Council has approved this Agreement and the final plat of the Subdivision.

- B. No building permits shall be issued by the City Building Inspector until the Developer has completed the installation of survey monuments.
- C. No occupancy permit shall be issued by the City Building Inspector for any lot until the final grade is complete and stormwater management practices serving such lots have been completed and accepted by the City Building Inspector.
- D. No occupancy permit shall be issued by the City Building Inspector for any lot until required street trees and sidewalks are installed or costs of such installations have been escrowed with the City Treasurer.
- E. No occupancy permit shall be issued by the City Building Inspector for any lot until all public improvements described in Article III have been completed and accepted by the City Building Inspector.
- F. The City reserves the right to withhold issuance of any and all building and/or occupancy permits if the Developer is in violation of this Agreement.

ARTICLE VI. 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 pursuant to Article III.
 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, 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.
- B. 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 VI.

- C. 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 VII. 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. Statement of Costs. Developer shall furnish, within 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.
- C. 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.
- D. 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 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.
- E. Acceptance of Work.
 - 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 City may, at its discretion, allow the Developer to provide a Resident Inspector that will perform the same function. 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.

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 City Council for final approval. Upon approval of the Resolution, the Improvements will be accepted by the Municipality.
3. The sanitary sewer, 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 City. 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.
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 City Council.
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.
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 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:

- i. Sewer laterals shall be located by the distance to the sewer 'wye' from the downstream manhole.
 - ii. The ends of stubbed sewer laterals for future connection shall be located and the elevations determined and shown.
 - iii. Water laterals shall be located by the distance from the nearest hydrant or valve on the main (whichever is closest) to the corporation stop.
 - iv. The distance to the curb stop from the main shall also be provided.
7. 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 Rock 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.
8. 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 VIII. Miscellaneous.

- A. Captions. Any captions of the several parts of this Agreement are inserted for convenience of reference only and shall be disregarded in constructing 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 purchaser's lot, acknowledgement of the receipt of a notice in the form attached hereto as Appendix C, and Developer shall provide a copy of such acknowledgement 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, agents, independent contractors, and employees, and shall defend the same from and against any and all liability, claims, losses, damages, interests, action, suits, judgment, costs, expense, attorney fees, and the like to whomever owned and by whomever 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 non-inclusive 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, within ten (10) days after the City has been served with the same, the judgment shall be binding upon the 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 and independent contractors hired by the City (including without limitation the City Engineer) to perform services 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. The Agreement is binding upon the 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 communication shall be addressed at the following, or other such address as wither may specify to the other in writing:
- To Developer:
R.M. Berg General Contractor Inc.
5 Maple St.
Evansville, WI 53536
- To City:
Evansville City Administrator
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 insure 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.

R.M.Berg General Contractor Inc.

(Print name and title) Date: _____

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.

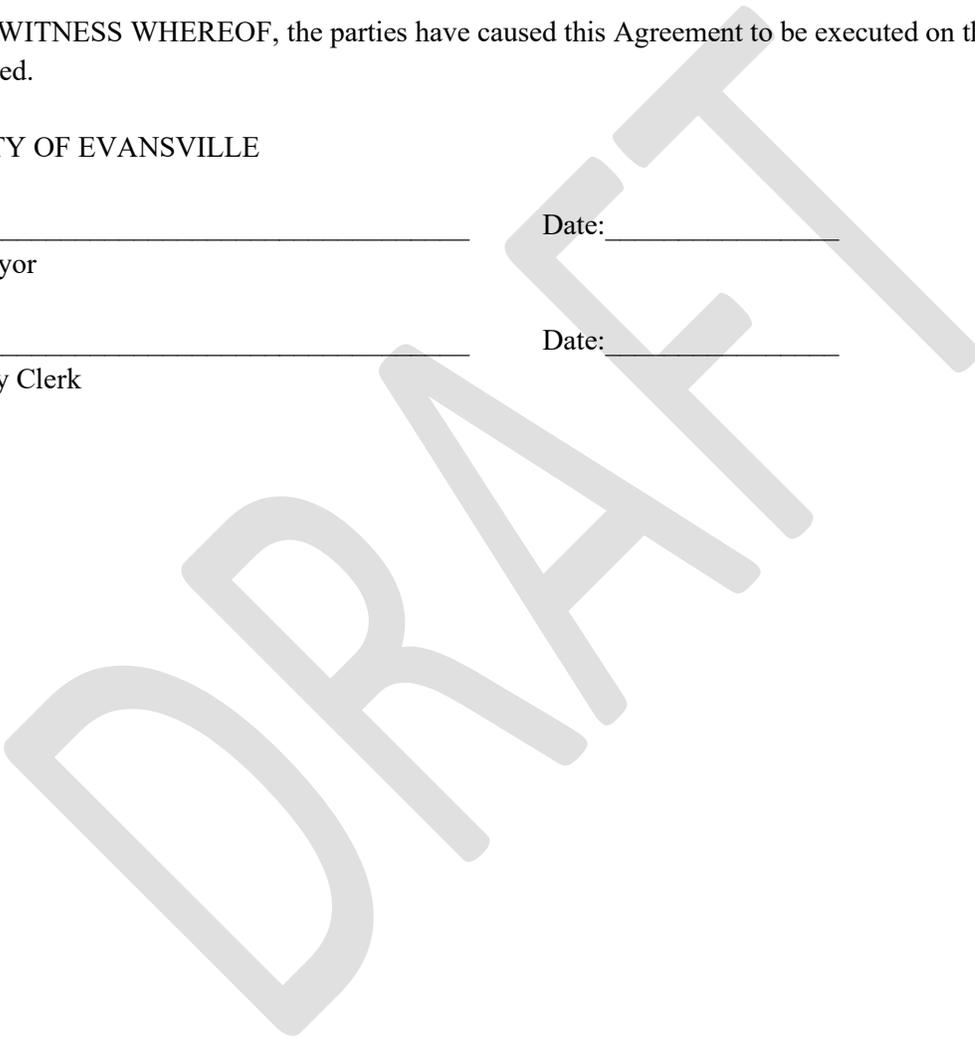
_____ (seal)
Roger Berg

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

CITY OF EVANSVILLE

_____ Date: _____
Mayor

_____ Date: _____
City Clerk



APPENDIX A

Property Description

PART OF OUTLOT 16. SHEET 6, PART I OF THE ASSESSOR'S PLAT OF EVANSVILLE, WISCONSIN AND BEING LOCATED IN THE NE 1/4 OF THE NE 1/4 AND IN THE SE 1/4 OF THE NE 1/4 OF SECTION 28, T. 4N., R. 10E. OF THE 4TH P. M.. CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN. DESCRIBED AS FOLLOWS: COMMENCING AT A CUT STONE MONUMENT AT THE NE CORNER OF SAID

SECTION; THENCE S45°45'45"W 1,553.98 FEET TO THE MOST EASTERLY CORNER OF OUTLOT 17. SHEET 6, PART I OF THE ASSESSOR'S PLAT OF EVANSVILLE.

ALSO BEING AT THE PLACE OF BEGINNING FOR THE LAND TO BE HEREIN DESCRIBED: THENCE S47°15'01"E ALONG THE SW LINE OF N. FOURTH STREET, 349.86 FEET TO THE MOST NORTHERLY CORNER OF LANDS DESCRIBED ON DOCUMENT NO.1921088; THENCE S55°13'36"W 165.0 FEET TO THE MOST WESTERLY CORNER OF SAID LANDS; THENCE S47°16'01"E 90.0 FEET TO THE MOST SOUTHERLY CORNER OF SAID LANDS; THENCE S55°13'35"W ALONG THE NORTH LINE OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 32, PAGES 157 THRU 160, A DISTANCE OF 179.76 FEET; THENCE S87°21'10"W CONTINUING ALONG SAID NORTH LINE 197.68 FEET TO THE EAST LINE OF N. FIFTH STREET; THENCE N40°22" ALONG SAID EAST LINE 480.24 FEET TO THE SOUTH LINE OF A PARCEL DESCRIBED ON DOCUMENT NO.807807; THENCE N83°05'32"E ALONG SAID SOUTH LINE, 101.13 FEET TO THE SW LINE OF SAID OUTLOT 17; THENCE S49°15'28"E ALONG SAID SW LINE. 39.85 FEET TO THE MOST SOUTHERLY CORNER OF SAID OUTLOT 17; THENCE N40°43 '32"E 50.0 FEET TO THE PLACE OF BEGINNING.

Containing 3.37 Acres.

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 ~~Settler’s Grove~~Historic Standpipe Point plat located in the City of Evansville, hereinafter referred to as “City,” will be conducted in accordance with the latest edition of the project plans, 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

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)

APPENDIX C

The undersigned purchaser of Lot(s) _____ in Historic Standpipe Point hereby acknowledges that the City of Evansville will not issue a building permit/occupancy permit until the following conditions have been met:

- A. No building permits shall be issued by the City of Evansville for any lot in the subdivision until the common council has approved the Final Land Divider’s Agreement between Developer and City, The city has approved the final plat of the subdivision, the developer has paid in full all sums that are required to be paid within 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 has been completed and preliminarily accepted by the City.
- C. Builder shall maintain roads free of mud and dirt during construction in the Subdivision. Any mud or dirt remaining after 48 hours of deposit may be cleaned and removed by the city or the developer with all costs and penalties billed to the builder.
- D. Builder shall remove and lawfully dispose of all leftover construction debris/materials/rubbish from each lot and construction site. Burying materials described in this paragraph anywhere within the Subdivision is strictly prohibited and the builder may be required to remedy such action or be subject to fines and/or penalties as deemed fair to cover city or developer costs to do so.
- E. Builder will ensure their excavation contractor final grades their lot(s) in a manner such that it will not interfere with the flow of surface water as specified in the grading plan.

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 groundwater. Lowest opening and top of the foundation will be shown on the final plat.

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.

Acknowledged by:

Date:



PLAN COMMISSION STAFF REPORT

Application: Site Plan 2023-0195 | **Applicant:** CHS Oilseed Processing LLC

Location: 6726 County Highway M | **Prepared for:** September 5, 2023

Parcels:

6-27-958.07 (Tax ID 222 069030)14

6-27-959.6 (Tax ID: 222 0730018)

6-20-219B (Tax ID: 040 04000302)

6-20-318 (Tax ID: 040 064006)

6-20-317.01 (Tax ID: 040 06400300101)

6-20-305 (Tax ID: 040 062001)

Prepared by: Colette Spranger, Community Development Director

Direct questions and comments to: colette.spranger@ci.evansville.wi.gov or 608-882-2263

Concurrent Applications:

- **Annexation 2023-0194:** brings Town lands into the City
- **Land Division 2023-0196:** Reconfigures the six lots listed above to two lots. This site will sit on Lot 1 of that CSM.
- **Rezoning 2023-0197:** rezones lands in Lot 1 to I-2 Heavy Industrial
- **Comprehensive Plan Amendment 2023-0198:** Adjusts future land use map to reflect new lot boundaries and expands industrial land uses further north. Potentially will address Transportation Plan Map and its potential connections.
- **APPROVED - Conditional Use Permit 2023-0193:** allows for an Agricultural Service Use in the I-2 Heavy Industrial zoning district.
- **Site Plan 2023-0195:** Site layout and design for buildings and infrastructure for soybean oilseed processing plant

Description of requests: The applicant is requesting site plan approval and a conditional use permit on a ~316 acre site on Evansville's east side for a soybean crush and oil refinery with railyard. This operation requires a conditional use permit for Agricultural Service Use.

Proposed zoning district: I-2 Heavy Industrial

Staff Analysis of Request:

The applicants have submitted a site plan that depicts locations of the proposed processing plant, refinery, and associated buildings on the acreage. City staff are working with the applicant and understand that the engineering and design elements of this project is still underway and may be subject to change. Construction is anticipated to begin in 2024 with the goal of being operational by 2026.

The site layout features the 3-loop rail track with switches that will allow for once daily rail service. The processing plant itself is location adjacent to the loop track and is positioned in the center of the lot.

The facility will also be designed and built to standards set by the National Fire Protection Association, International Building Code, Environmental Protection Agency and other state and federal agencies. Local and state building permits will be required.

When possible, the applicant intends to allow for cultivation on undeveloped lands on the site, including those within the loop track area.

Public Hearing Comments

Comments at the August public hearing and those received by staff, Plan Commission members, and alderpeople after the fact covered a variety of topics and concerns. City staff researched the most pressing and widely brought up concerns. Those items are summarized briefly.

City staff and committee members are also community residents. They share these concerns and desire an understanding of how this development will affect the area's health, functionality, and finances. As plans for this project solidify, staff is committed to updating the public and City governing bodies.

Air Permit and Public Notification Process

The applicant is in the process of obtaining an air permit from the Wisconsin Department of Natural Resources. The purpose of the air permit is to demonstrate that the addition of the plant will not have a pronounced detrimental effect on the local air quality. The model utilizes the property boundaries of the site to determine if the plant passes its assessment.

Once the applicant submits a site plan to the DNR that passes their modeling, a term letter outlining the permissions is issued to the applicant. The DNR then holds a public hearing to inform the public of its findings. The City is notified of this process but is otherwise uninvolved.

Future Land Use

This proposed plant encompasses a significant area of developable land that the City has long considered for a variety of land uses, including residential and commercial services. One of the trade offs of approving this project comes at the cost of having to seek land elsewhere for those uses and reconfigure expectations along this corridor. The City and applicant have worked together to identify and preserve as much of the area as possible that has development potential. The pending comprehensive plan land use amendment reflects this ongoing conversation.

Traffic

While County Highway M is built to withstand a high volume of truck traffic, and an initial traffic study provided by the applicant suggests the additional volume of traffic will have minimal impact on the level of service at the County Highway M/US Highway 14 intersection, public concern remains on the effect additional truck traffic will bring to other roads and routes throughout the area. There have also been questions regarding the impacts of high traffic volumes during harvest time. Regionally, ongoing conversations will be initiated with the Rock County Highway Division and the Wisconsin Department of Transportation to address routing, volume, and upkeep of roads outside the City likely to be impacted by this development. A condition of approval includes a revised traffic study during peak harvest time.

Public Utility Connections and other Infrastructure Improvements

A central question when reviewing a site plan for approval is whether or not a site can be properly serviced with City utilities and whether the existing infrastructure can handle the user's needs without any upgrading. The answer as it pertains to this site is: yes, there is a method for each of the City's utility services to reach and serve this site. The specifics of *how* connections these connections will look is still being developed, as the design of the site itself continues to be adjusted.

The applicant and City staff, along side consultants who specialize in this kind of development, are working together to assess what improvements are needed both on and off site to service the processing plant and how such improvements can be financed minimizing costs to current users and ratepayers of these services. As with other developments in the City, a development agreement will be drafted that may address utilities, define needed improvements, and identify the parties responsible for associated costs. This development agreement will ultimately be reviewed by Common Council for final action.

Nuisances/Hazards (Noise, Odor, etc.)

Any new development has the potential to generate adverse effects within the community. Industrial uses in particular are given scrutiny to ensure their placement and location within the community does not detrimentally affect existing businesses and residences.

- **Noise/Odor.** A handful of councilpersons visited a similar soybean processing site in Minnesota. Their experience was that odors and noises associated with the plant were not detectible off site.
- **Explosive Hazards.** Hexane is the main chemical used in processing on site. It will be delivered on truck, not rail, and subject to additional monitoring from state agencies for proper storage and use of this flammable liquid.
- **Air quality.** See prior comments about air permitting.

Project Scope and Plan Commission Decision Making Considerations

The proposed processing facility is on a scope larger than what the City is accustomed to seeing and the number of factors at play involve more decision makers and stakeholders than the typical project approved in recent Evansville history.

Staff feel it important to note that the project design is still developing. The site plan and layout presented for review and approval tonight is likely going to be modified, either in minor or potentially significant ways. From a zoning perspective, the plant's distance from property lines mean that these changes will likely not result in a violation of bulk standards (i.e. building setbacks and site intensity.) The applicant is asking for approval from the City to assure the applicant's project advisors and stakeholders that their significant financial investments in construction and engineering for the site will not be ultimately turned down by City governing bodies.

From the City's perspective, staff do their best to review potential developments in light of what is in the public's best interest. Community members are the City's stakeholders and what happens on this site has impacts beyond its property lines not just in the next few years, but decades from now. The addition of this plant would be a significant event that sets the course for Evansville's future.

The applicant has submitted five other applications for review and approval by Plan Commission and Common Council. Many of the conditions of approval for these applications are interdependent on one another. The language of the conditions for approval below have been carefully selected to acknowledge the shifting nature of the site's design and layout. Ongoing negotiations and plans for infrastructure needs and improvements will continue and ultimately be addressed through a development agreement.

Lastly: if significant changes to the site are made, or if uses on site are changed, the City has recourse to bring the applicant back before Plan Commission per Section 130-206 of the Municipal Code so that major decisions or revisions are made in full transparency between the applicant and the City.

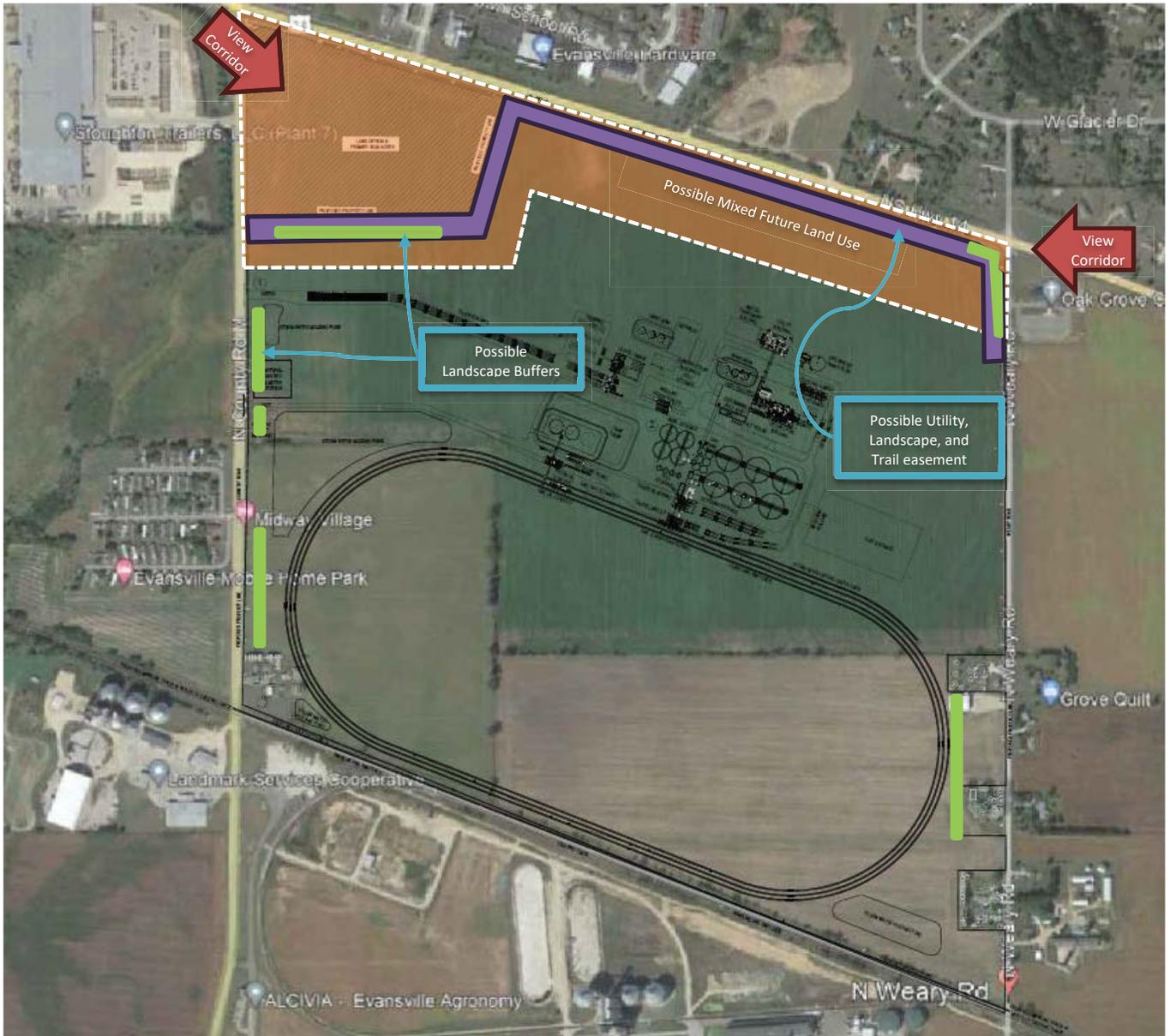
Plan Commission Motion

Motion to approve site plan application 2023-0195 for improvements and construction of a soybean oilseed processing facility on a new parcel created per Application LD-2023-0196, finding that the proposed changes meet the required standards and criteria set forth in Section 130-131 of the City of Evansville Zoning Ordinance, and are in the public interest, subject to the following conditions:

1. Ordinance 2023-08 (Annexation) fully approved
2. Ordinance 2023-09 (Comprehensive Plan Amendment) fully approved
3. Ordinance 2023-10 (Rezoning) fully approved.
4. Common Council approves Land Division Application 2023-0196 fully approved.
5. Conditional Use Permit Application 2023-0193 fully approved.
6. Applicant records conditional use permit and certified survey map with Rock County Register of Deeds.
7. A development agreement is mutually agreed upon and fully approved.
8. Wastewater discharge from site to arrive at City treatment plant at domestic strength, unless otherwise agreed to in the development agreement.

9. Applicant to connect to City water supply for domestic (potable) use only, unless otherwise agreed to in the development agreement.
10. Applicant may secure non-potable water usage through a high capacity well, subject to any applicable State land local regulations, unless otherwise agreed to in the development agreement.
11. Configuration of proposed utility connections (sanitary sewer, water, storm sewer) reviewed and approved by City Engineer.
12. Stormwater retention areas and configuration thereof reviewed and approved by City Engineer.
13. Grading and erosion control plan showing existing and proposed grades, including retention walls and related devices, and erosion control measures reviewed and approved by City Engineer.
14. Remove all outbuildings, dwellings, private septic systems, and private wells unless otherwise agreed to in the development agreement.
15. Any aviation lighting requirements are the responsibility of the applicant.
16. The business operator shall obtain and maintain all City, State, County, and Federal permits and licenses as may be required.
17. Final certified survey map to include proposed easement locations and acreages with appropriate dedication as discussed with staff.
18. Sign Permit Application submitted depicting location, type, height, size and lighting of all signage on the property for review and approval by staff.
19. Landscape plan illustrating compliance with Article IV of Ch 130 of the Municipal Code containing at least 60,000 landscape points and corresponding street trees submitted for review and approval by staff unless alternate consideration is agreed to in a development agreement.
20. Sidewalks installed along all public streets unless alternate considerations are agreed to in the development agreement
21. Elevation drawings of proposed buildings showing finished exterior treatment to clearly depict exterior materials, texture, color and overall appearance consistent with renderings submitted by the applicant for review on July 17, 2023 are reviewed and approved by staff.
22. Demonstration to staff that items required by Rock County for the new driveways on to County Highway M are met.
23. Configuration of internal fire protection system and turning movements for trucks submitted for review by Fire District.
24. Dimensioning and configuration of parking areas, showing dimensions and parking stalls as required by Article XI of the Municipal Code reviewed and approved by staff.
25. Revised traffic analysis conducted during peak harvest season submitted to staff to understand truck traffic impact and any corresponding intersection modifications needed.
26. Photometric Lighting Plan reviewed and approved by City staff. Lighting fixtures used on site must be dark sky compliant and reduce glare and unnecessary light pollution.

27. Any change to site plan application submittals shall be reviewed and approved per section 130-206 of the Municipal Code.



Chapter 130 Review Criteria and Standards

The following section compares the site plan with the basic provisions of the base zoning district and other considerations of how the site functions, both internally and within its environs.

Site Plan Criteria Evaluation

Section 130-131 of the Municipal Code, includes factors for evaluating site plans.

Criteria	Staff Comment
1. Site Design and Physical Characteristics	<ul style="list-style-type: none"> • Site layout is largely dependent on buffers required by the air permit and design of the looped rail track. • The site's appearance is similar to that of the Alcivia/Landmark facility south of the Union Pacific railway. • City staff have expressed a desire to maintain a visually pleasing corridor along USH 14. This may be achieved through modest landscaping, berming, and other screening techniques as required by the landscape regulations.
2. Site location relative to public road network	<ul style="list-style-type: none"> • Site has frontage along USH 14, County Highway M, and Weary Road. Two one-way access points are proposed along County Highway M and provide a loop for inbound and outbound trucks. • No improvements or access is anticipated along Weary Road.
3. Land Use	<ul style="list-style-type: none"> • Current Comprehensive Plan Future Land Use Category: mixture of Light Industrial, Heavy Industrial, and Mixed Use. • A separate comprehensive plan amendment application is in consideration and will receive formal approval at next week's Common Council meeting. Staff and applicant have worked to identify developable areas for appropriate future land uses inside the proposed site. • Proposed land uses are largely consistent with what the City envisioned for this area. Industrial users were anticipated, but the size and scale of this plant is larger and more intense than any prior concept. • Undeveloped land on the site outside of impervious and landscape areas is likely to be put in cultivation in the short term.
4. Traffic Generation	<ul style="list-style-type: none"> • Site will be open 24/7, but applicants state that the bulk of traffic will arrive between business hours Monday through Friday. • A traffic study performed for the site anticipates no major changes needed at the intersection of County Highway M and USH 14. The applicants have been sensitive to how they can limit heavy truck traffic coming from the west, noting that parts of East Main Street are predominantly residential • City staff are contacting state and county departments of transportation to inquire if signage directing truck traffic

Criteria	Staff Comment
	<p>could be placed at strategic points along the preferred truck routes. The applicants are open to developing a preferred truck route that is communicated to users of the site.</p> <ul style="list-style-type: none"> Public comments have added additional concerns regarding the impact of truck traffic on roads beyond those identified in the traffic study. There have also been questions about traffic volume during harvest season.
5. Community Effects	<ul style="list-style-type: none"> The proposed use has the possibility to significantly increase the City's tax base. Applicant states ~90 full time jobs would be generated by the plant
6. Other Relevant Factors	<ul style="list-style-type: none"> The use provides benefits beyond Evansville and would be a welcome asset for the state's agricultural community.

Zoning District Requirements (Ch 130, Article VIII, Division 23)			
Sec. 130-1187. Requirements for non-residential uses.	I-2 Heavy Industrial	CHS Oilseed Processing	Met?
1. Non-Residential Intensity			
a. Max # of Floors	4	1	
b. Min Landscape Surface Ratio	15%	89.1%	
c. Max floor area ratio	1.00	0.042	
d. Min lot area	9,000 sq ft	316 acres	
e. Max building size	n/a	2,750 sq feet	
2. Nonresidential bulk/lot dimensions			
a. Min lot area	9,000 sq ft	316 acres	
b. Min lot width	75 feet	OK	
c. Min street frontage	50 feet	OK	
3. Minimum setbacks and building separation			
a. Building to Front Lot Line Building to Street Side Lot Line Either of above next to ROW of 100+ feet	5 feet 25 feet 40 feet	OK	
b. Building to resident. side lot line	50 feet	OK	
c. Building to resident. rear lot line	30 feet	OK	
d. Building to nonres. side lot line	20 feet	OK	
e. Building to nonres. rear lot line	30 feet	OK	
f. Min paved surface setback- Side/rear	5 feet	OK	
Min paved surface setback -Street	10 feet	OK	

Zoning District Requirements (Ch 130, Article VIII, Division 23)			
Sec. 130-1187. Requirements for non-residential uses.	I-2 Heavy Industrial	CHS Oilseed Processing	Met?
g. Min building separation	40 feet	OK	
4. Minimum setbacks and building separation for Agricultural Service Use			
a. All buildings, structures, outdoor storage areas, and outdoor animal containments shall be located a minimum of 100 feet from all lot lines.		OK	
b. Minimum paved surface setback: 5 feet from side or rear lot line; ten feet from street lot line		OK	
c. Minimum building separation: 40 feet.		OK	
5. Max Building Height (Agricultural Service Use)	210 feet	200 feet	

Key:

Green = compliant

Yellow = legal but may require further inspection

Red = non-compliant

“OK” denotes a condition that is currently existing and/or conforming the zoning district.

Other Relevant Zoning Code Standards

Landscape Regulations (Article IV, Ch. 130)	
40 points per 1,000 sq ft of new impervious surface	
1,600,000 sq ft impervious surface ÷ 1,000 square feet	
Total Landscape Points Needed 64,000 points	

Performance Standards (Article III, Ch. 130)
No concerns regarding this site plan causing nuisances or adverse impacts related to air pollution, fire/explosive hazards, glare/heat, liquid/solid wastes, noise, odors, radioactivity, electrical disturbances, vibration, or water quality.
Air Pollution. The applicant is working with the Department of Natural Resources to obtain an air permit to control for particulate matter generated by the processing plant. City staff are requesting the results of the DNR’s findings to be shared once the review is complete. One of the requirements of the permit is that the plant’s venting stacks be appropriately set back from neighboring properties. A fence will be required on site to delineate where development is prohibited in order to comply with the air permit setback.
Fire/Explosive Hazards, Glare/Heat. Zoning staff provided the fire chief with site plans and other materials for review. In response, the fire chief contacted the City of Fairmont, Minnesota, where a similar processing facility is operated by the applicant. As of July 21 2023, no immediate concerns were expressed by the fire chief regarding the department’s ability to serve the site in case of emergency. Police, fire, and EMS chiefs have met with the applicant and continue to be involved with ongoing discussions with the applicant.

Noise, Odor. Some City staff and elected officials visited a CHS processing plant in Mankato, Minnesota. Their comments on odor were that it was light, aromatic, not unpleasant or acrid, and only detectable when on site. Noise generated by the plant was not excessive and also not detected off site. The proposed site location in Evansville provides a generous buffer between the plant and other properties which will mitigate these potential nuisances.

Radioactivity. Not a concern or impact associated with the proposed use.

Liquid/Solid Wastes, Electric Disturbances, Water Quality. The City and applicant are working closely with consultants to anticipate the improvements and capacity needed to serve the processing plant without major financial contributions or other use impacts on existing utility users. This is an ongoing discussion and details regarding needed improvements both on and off site will be outlined in a separate development agreement.

**Signs
(Article X, Ch. 130)**

Any new signs -- wall signs, monument signs, or similar -- will require a separate sign permit.

**Parking
(Article XI, Ch. 130)**

Loading Spaces. Required to allow for the loading and unloading of vehicles off the public right-of-way.

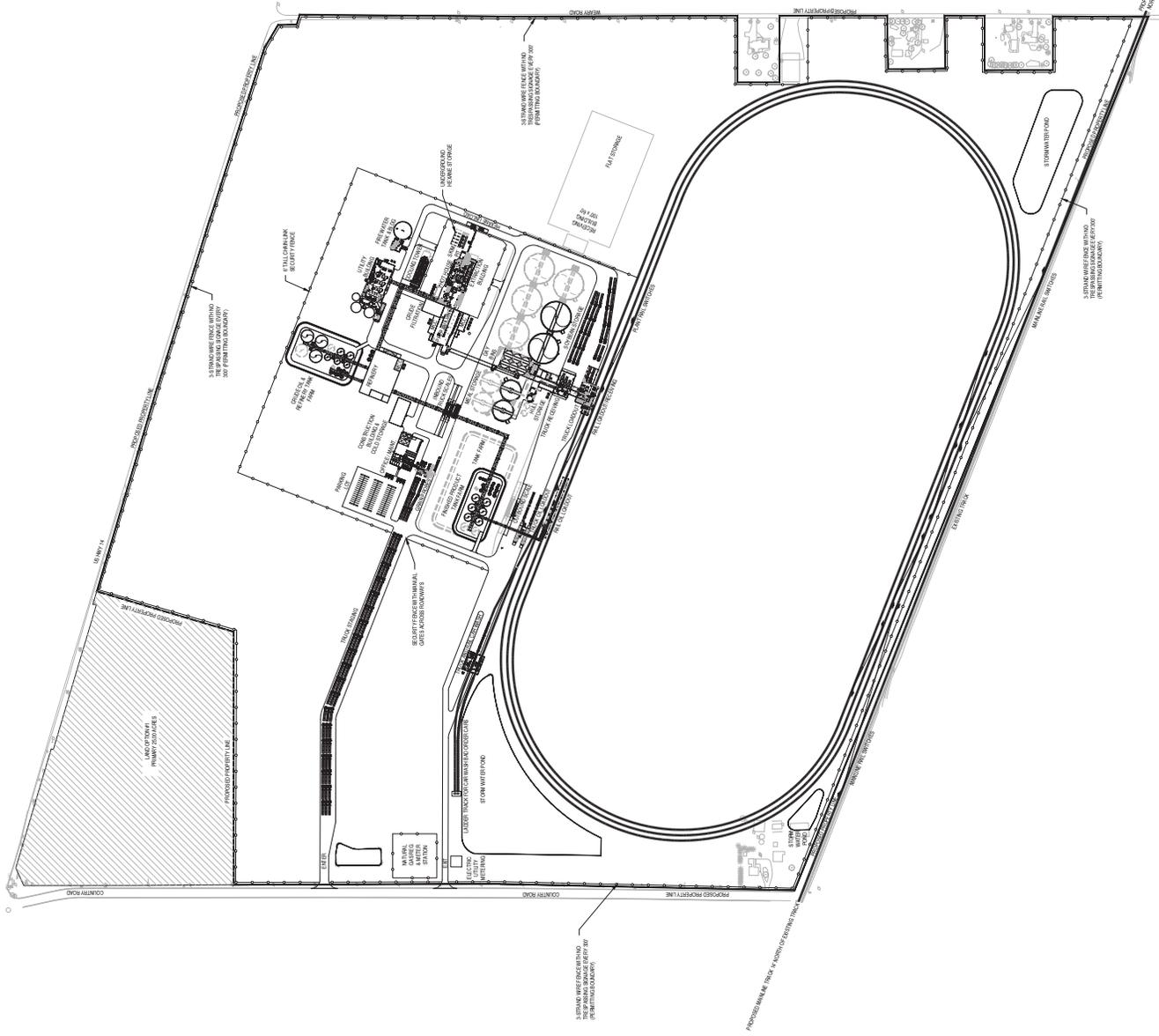
Plans show extensive staging area for a number of trucks that is large enough to keep trucks from backing up within the public right-of-way while dropping off grain.

1 parking stall per 1,000 sq feet of gross floor area is required.

The office/maintenance areas are 25,000 square feet. Therefore, 25 stalls would be required. Plan shows 60 spaces. Parking stall dimensions should be provided.

3 Accessible parking stall required per 51 to 75 total parking spaces on site.

Plans show 4 accessible stalls.



NO.	DATE	REVISION	BY	DATE	REVISION
A	02/12/20	ISSUED FOR REVIEW	RF	02/12/20	ISSUED FOR REVIEW
B	02/12/20	ISSUED FOR REVIEW	RF	02/12/20	ISSUED FOR REVIEW
C	02/12/20	ISSUED FOR REVIEW	RF	02/12/20	ISSUED FOR REVIEW
D	02/12/20	ISSUED FOR REVIEW	RF	02/12/20	ISSUED FOR REVIEW
E	02/12/20	ISSUED FOR REVIEW	RF	02/12/20	ISSUED FOR REVIEW
F	02/12/20	ISSUED FOR REVIEW	RF	02/12/20	ISSUED FOR REVIEW

THIS DRAWING IS THE PROPERTY OF KFI AND IS SUBJECT TO DESIGN CHANGES AND MODIFICATIONS WITHOUT NOTICE. THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS DRAWING WITHOUT THE CAREFUL AND PROFESSIONAL SUPERVISION OF A REGISTERED PROFESSIONAL ENGINEER.

KFI ENGINEERS
 1000 Highway 101, Suite 100
 St. Paul, Minnesota 55113
 Tel: (651) 777-0880 Fax: (651) 777-0878
 Email: kfi@kfi-eng.com

CONFIDENTIAL

**PRELIMINARY
NOT FOR CONSTRUCTION**

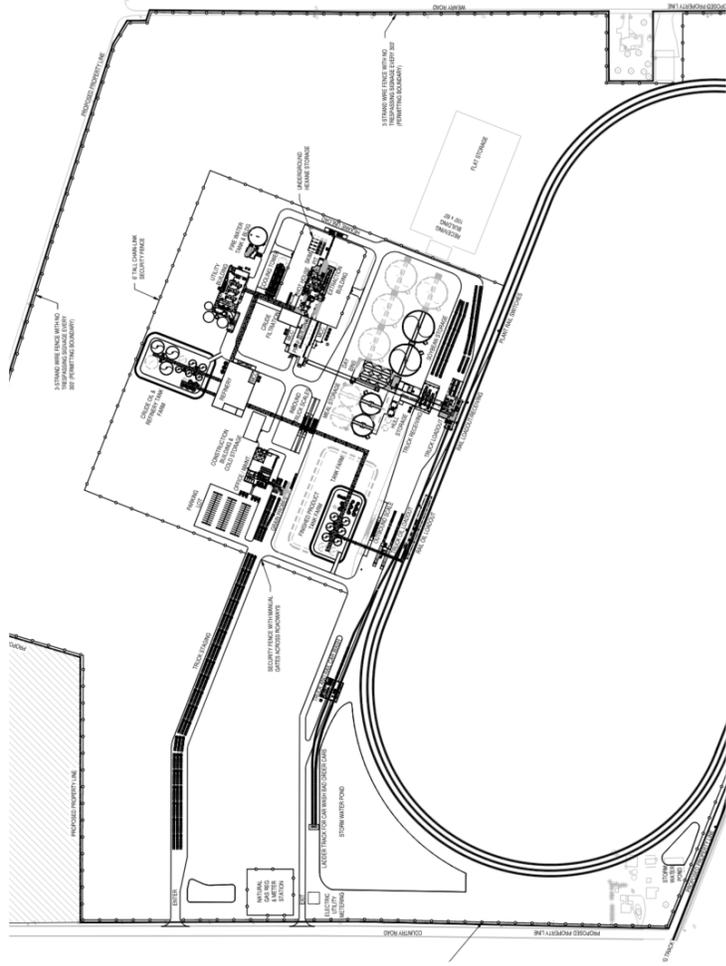
OVERALL SITE PROPERTY PLAN - TRUE NORTH

OVERALL SITE PROPERTY PLAN - TRUE NORTH

DATE: 02/12/20

PROJECT: Project Orange

Updated Site Plan: 8.31.23



Site Plan City Submittal : 7.5.23

