

NOTICE

A meeting of the City of Evansville Plan Commission will be held via video and/or audio remotely on the date and time stated below. Notice is further given that members of the City Council 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. Submit Public Comments by email to jason.sergeant@ci.evansville.wi, by leaving in the drop box in front of City Hall at 31 S Madison Street, or by mail to PO Box 529, Evansville, WI 53536.

City of Evansville **Plan Commission**
Regular Meeting
Tuesday, April 6, 2021, 6:00 p.m.

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

AGENDA REVISED TO INCLUDE ITEM 6C

1. Call to Order
2. Roll Call
3. Motion to Approve Agenda
4. Motion to waive the reading of the minutes from the March 2, 2021 meeting and approve them as printed.
5. Civility Reminder
6. Citizen appearances other than agenda items listed
 - A. Concept Discussion for Subdivision Plat, Comprehensive Plan Amendment, and Rezone Request of Lot 15 in Stonewood Grove
 - B. Concept Discussion for Westfield Meadows First Addition Subdivision and Rezone
 - C. Discussion and Possible Motion to Approve Site Plan for a Dog Park at 535 S Madison Street.
7. New Business
 - A. Public Hearing and Review of RZ-2020-01 to rezone Parcel 6-27-683 from A Agricultural District to R-2 Residential District Two located at 339 E Franklin Street
 - i. Staff and Applicant Comments
 - ii. Public Hearing
 - iii. Plan Commissioner Questions and Comments
 - iv. Motion to recommend Ordinance 2021-05
 - B. Public Hearing and Review of Land Division Application LD-2021-01 to create a condominium on parcel 6-27-614 located at 20 S Madison.
 - i. Review Staff Report and Applicant Comments
 - ii. Public Hearing
 - iii. Plan Commissioner Questions and Comments
 - iv. Motion with Conditions

-Mayor Bill Hurtle, Plan Commission Chair

C. Updates and Discussion of Settler's Grove Subdivision Proposal

- i. Development Agreement
- ii. Subdivision Plat
- iii. Rezone Request

D. Pre-Application Discussion of Site Plan Proposal for site redevelopment at 155 N Union

8. Monthly Reports

A. Community Development Report

9. Next Virtual Meeting Dates: May 4, 2021 at 6:00pm; June 1, 2021 at 6:00pm; and July 6, 2021 at 6:00pm

10. Motion to Adjourn

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

**City of Evansville Plan Commission
Regular Meeting
March 2, 2021, 6:00 p.m.
Meeting held virtually due to COVID-19 Guidelines**

MINUTES

1. **Call to Order** at 6:05 pm.

2. **Roll Call:**

Members	Present/Absent	Others Present
Mayor Bill Hurtley	P	Community Development Director Jason Sergeant
Aldersperson Rick Cole	P	Chad Renly, Municipal Services Director
Aldersperson Erika Stuart	P	Nathan Ward, US Cellular
Bill Hammann	P	Chris Felton, 213 S Second
John Gishnock	P	
Mike Scarmon	P	
Susan Becker	P	

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

4. **Motion to waive the reading of the minutes from the February 8, 2021 Meeting and approve them as printed by Hammann, seconded by Becker. Approved unanimously.**

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

6. **Citizen appearances other than agenda items listed.** None

7. **New Business**

A. Public Hearing and Review of Wireless Permit Application to install 5G Nodes within the City of Evansville on Fifth Street and the intersection of Lincoln and Second.

- i. **Applicant Comment and Presentation.** Renly provided an overview of the application on behalf of US Cellular explained they have been working on this for a while and the plans are all in the packet. Ward added the project is straight forward and said Renly was helpful getting this put together.
- ii. **Staff Comments. Sergeant shared this public hearing process is intended to gather feedback before Renly does final review.** Community Development staff comments included in the packet requesting adjusted placement of the new poles further from the intersections to provide the best flexibility and view corridors for pedestrians.
- iii. **Public Hearing.** Hurtley opened the public hearing at 6:10 pm. Felton commented about the brightness of lighting at this location. Renly said the lighting would remain the same at this location. Hurtley closed the public hearing at 6:13pm
- iv. **Plan Commissioner Questions and Comments.** Hammann asked when installation was expected, Ward anticipates construction to begin this summer. Commission discussed

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location of shut off disconnects. Gishnock commented on seeing Renly communicate with Community Development Department on location is a positive.

- v. **Motion with Conditions. Motion to recommend the approval of the small cell wireless application to install 5G nodes by Hammann, seconded by Stuart, Approved unanimously.**

- B. **Motion to Recommend to Common Council Resolution 2021-03 A Resolution Authorizing Acquisition of Real Estate by Hammann. seconded by Cole.** Sergeant explained this authorizes staff to accept remaining outlots in Westfield Meadows. **Approved Unanimously.**

8. Monthly Reports

A. Community Development Report. Sergeant shared his report, including an upcoming site plan redevelopment application at 155 N Union Street.

B. Report on enforcement. Sergeant shared some enforcement actions have been delayed or extended due to pandemic.

- 9. **Next Virtual Meeting Dates: Tuesday, April 6, 2021 at 6:00pm; and Tuesday, May 4, 2021 at 6:00pm**

- 10. **Motion to Adjourn by Cole, seconded by Hammann. Approved Unanimously.**

Agenda Item 6A

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to finish
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enable
snapping)

Porter

Westfield A

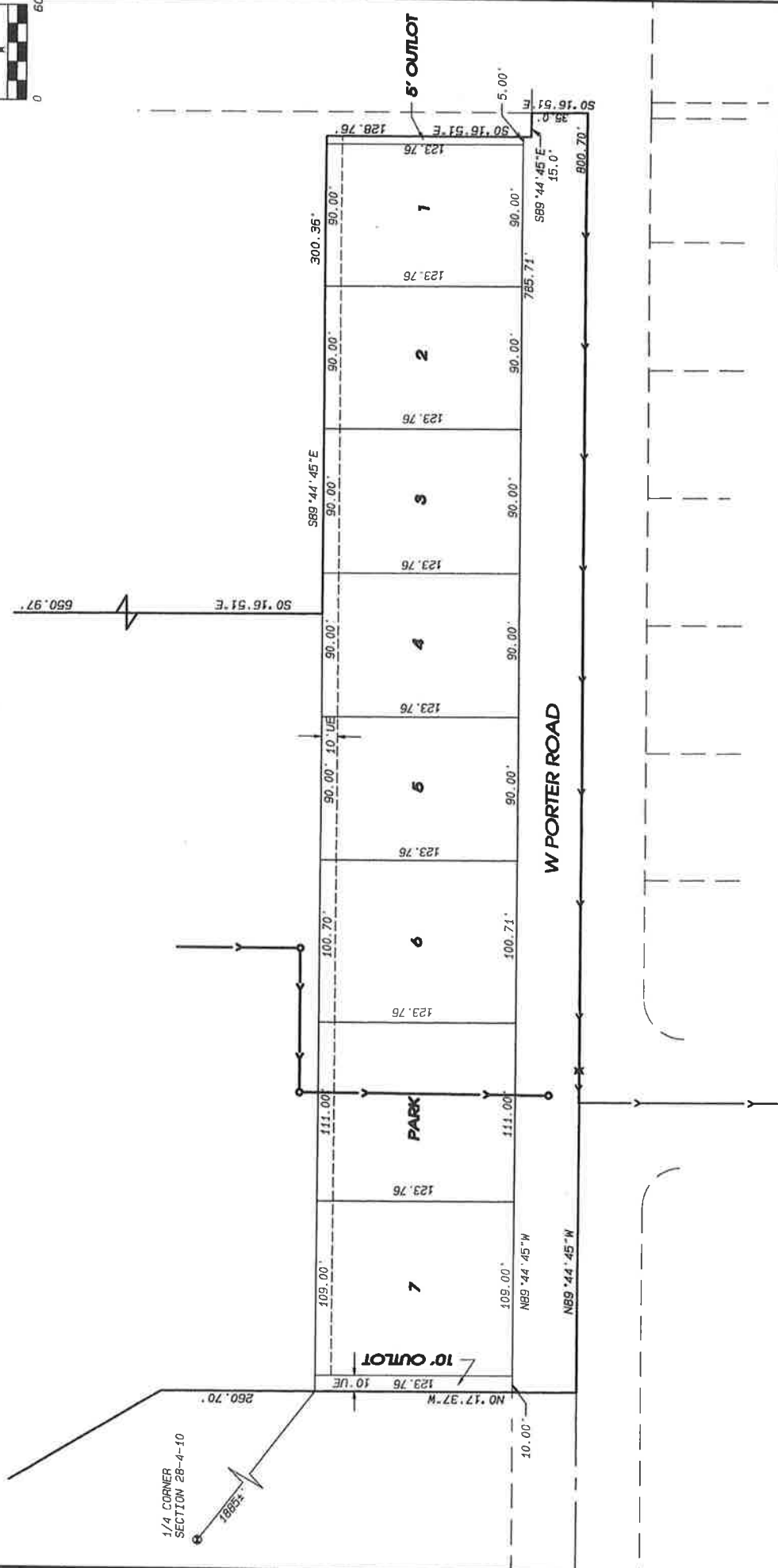
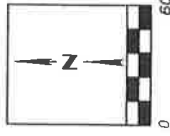
S Seventh St

Hickory St

Oak St

PRELIMINARY PLAT

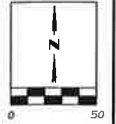
LOTS 1-7 WESTFIELD MEADOWS SUBDIVISION, SECTION 28, T. 4N., R. 10E OF THE 4TH PM.,
CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



Combs & ASSOCIATES
 • LAND SURVEYING • LAND PLANNING • CIVIL ENGINEERING
 109 N. Milwaukee St.,
 Janesville, WI 53548
 Tel: 608.752.0575
 Fax: 608.752.0534
 www.combsurvey.com

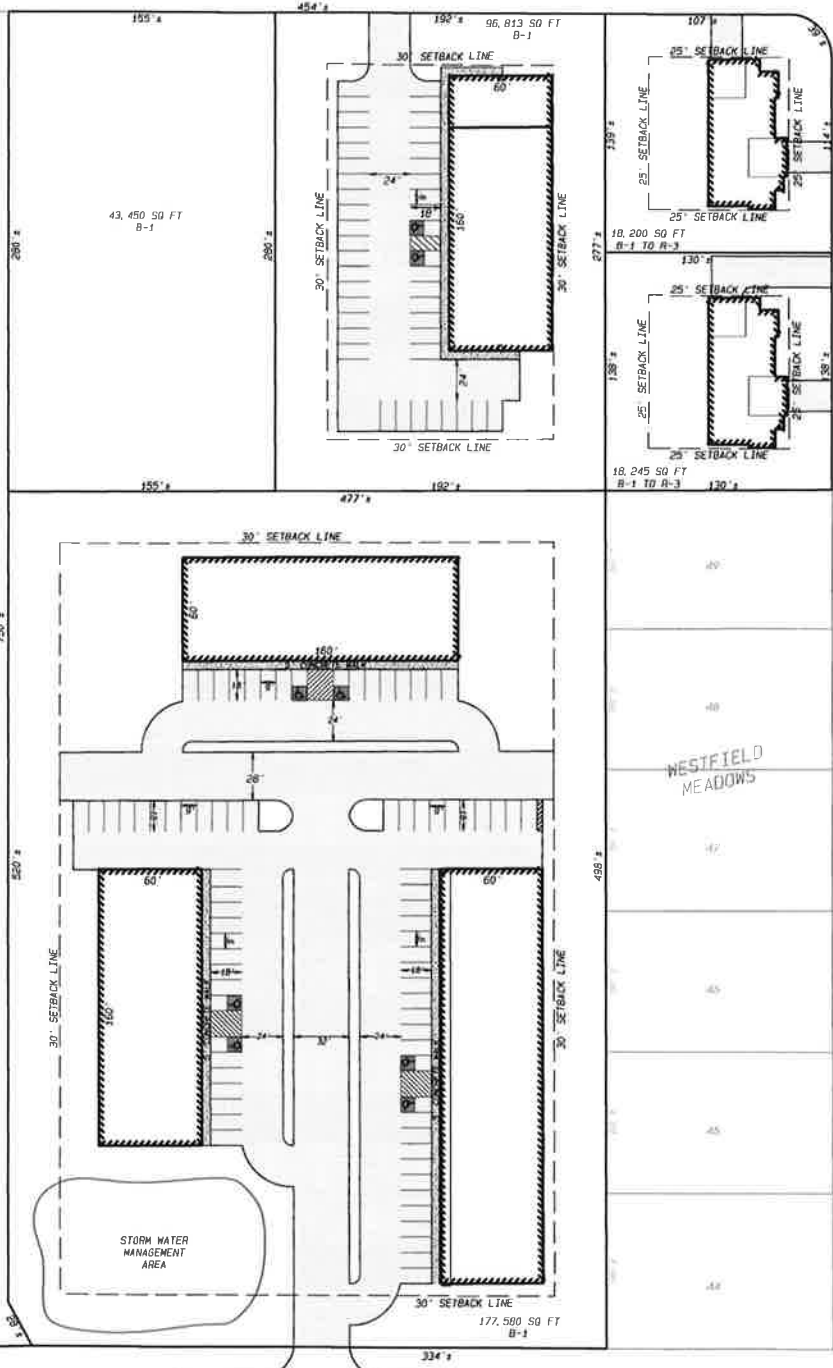
WESTFIELD MEADOWS 1ST ADDITION

LOT 43 & 50 WESTFIELD MEADOWS SUBDIVISION, SECTION 28, T.4N., R.10E OF THE 4TH PM.,
CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



W PORTER ROAD

CURB CUT



WESTFIELD MEADOWS

SEVENTH STREET

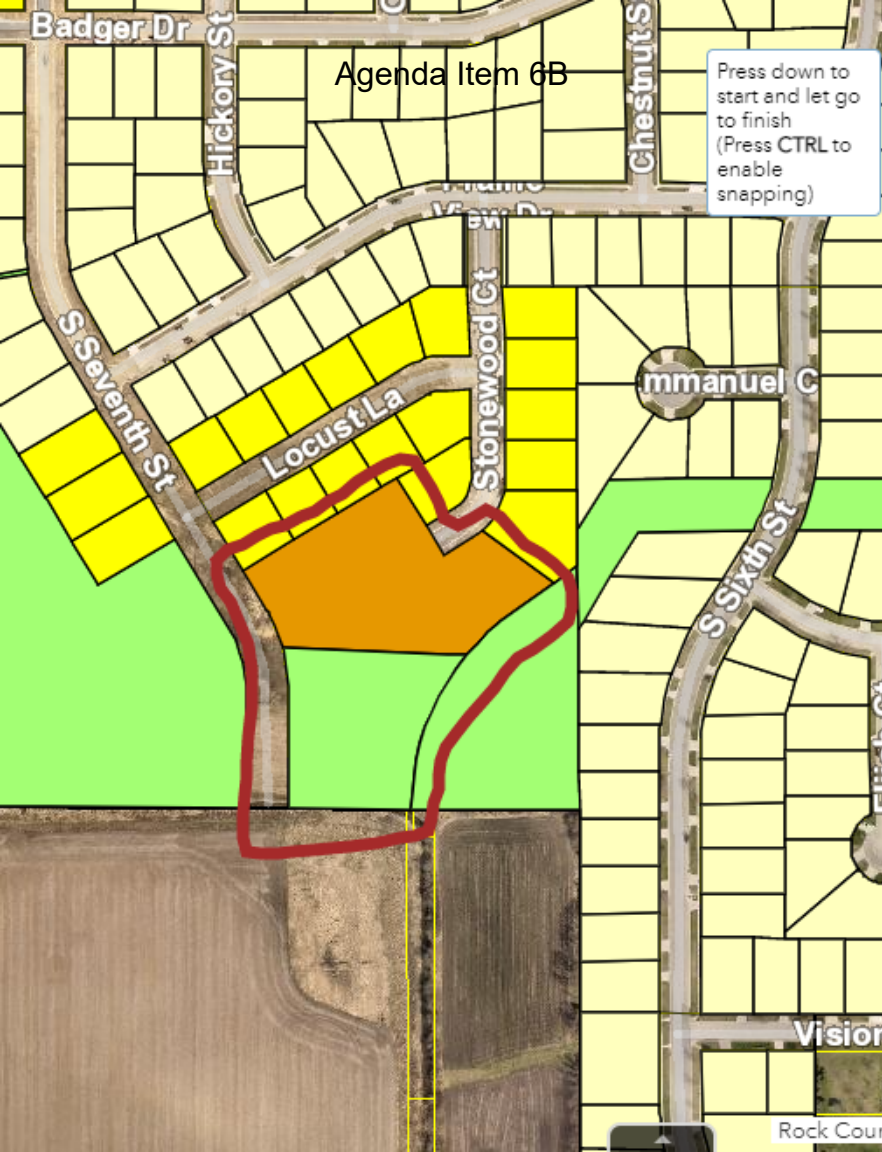
BADGER DRIVE

<p>109 W. Milwaukee St. Janesville, WI 53540 www.combsurvey.com</p>	• LAND SURVEYING	DATE	3/23/21
	• LAND PLANNING	BY	BF6
	• CIVIL ENGINEERING	PROJECT NO.	120-081
		CLIENT	DAVE OLSEN LIVING TRUST
	tel: 608 752-0575		
	fax: 608 752-0534		

SITE PLAN D

Agenda Item 6B

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Badger Dr

Hickory St

Chestnut St

S Seventh St

Locust La

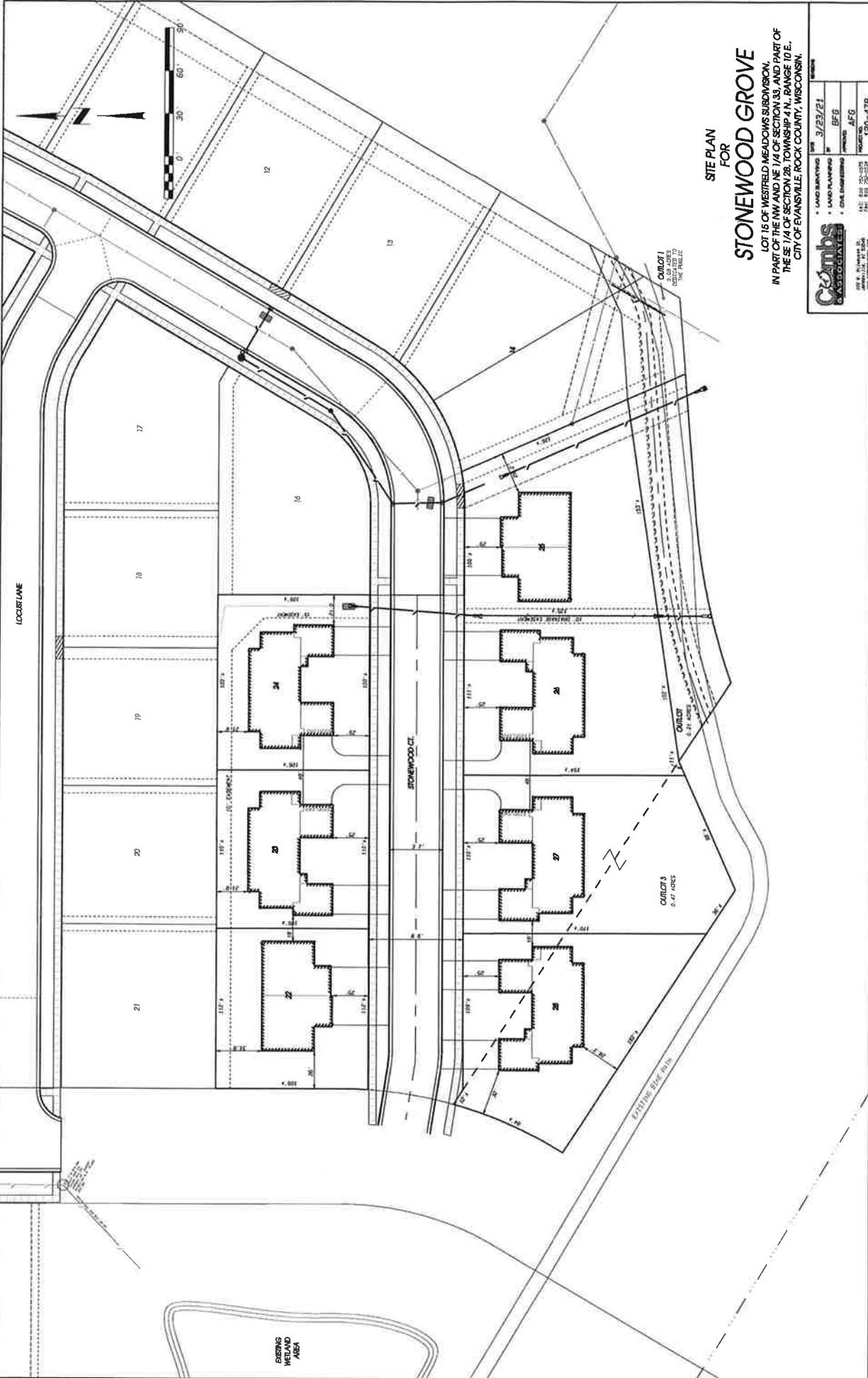
Stonewood Ct

mmanuel C

S Sixth St

Vision

Rock Cour



SITE PLAN FOR STONEWOOD GROVE

LOT 15 OF WESTFRED MEADOWS SUBDIVISION, IN PART OF THE NW AND NE 1/4 OF SECTION 33, AND PART OF THE SE 1/4 OF SECTION 28, TOWNSHIP 4 N., RANGE 10 E., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



LAND SURVEYING
 LAND PLANNING
 CIVIL ENGINEERING

DATE: 3/23/21
 PROJECT: 150-478

BY: [Signature]
 TITLE: [Title]

SCALE: AS SHOWN

PROJECT: 150-478

BEING HELD AS A



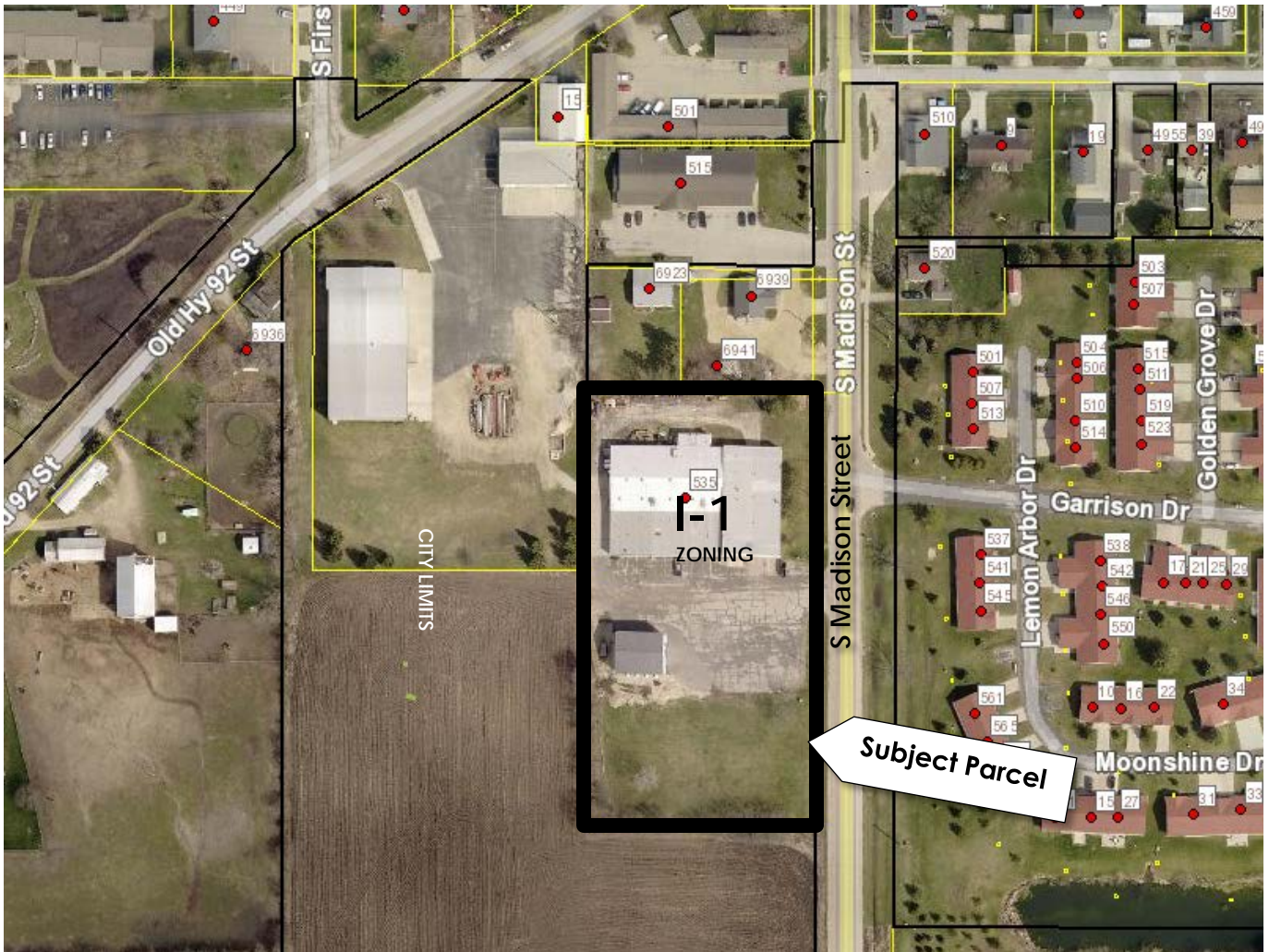
SITE PLAN APPLICATION – STAFF REPORT

Applicant: Chad Renly (Evansville Municipal Services)

Parcel 6-27-987 535 S Madison Street

April 6, 2021

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



Description of request: The applicant is seeking approval of site modifications to create a Dog park. The property is zoned Light Industrial and undeveloped, with the offices for the City of Evansville’s Municipal Services Department located to the north.

Staff Analysis of Request: The proposal meets many of the standards outlined in the Zoning Ordinances. The proposed use could be categorized in in two different zoning classifications

(public recreation or commercial animal boarding.) Staff is interpreting the zoning code to best align with a public recreation use. Such as use emphasizes screening from neighboring residential land uses.

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

1. **Consistency of the use with the comprehensive plan.** The proposed use in general and in this specific location is consistent with the city's comprehensive plan of November 2015.

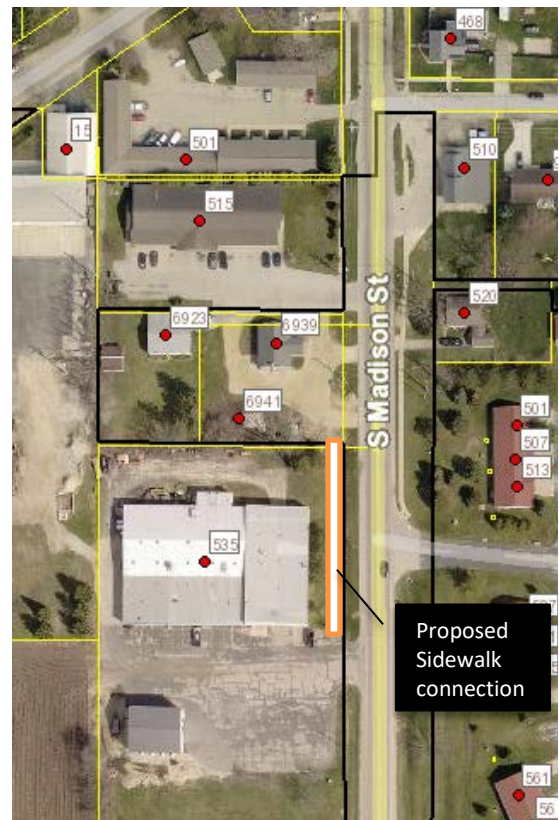
Staff Comment: The Comprehensive plan indicates this area be used for industrial purposes and expresses a desire to create aesthetically appealing and welcoming entry corridors into the city. This proposal, with conditions, achieves all of the applicable goals

2. **Consistency with the City's zoning code, or any other plan, program, or ordinance.** The proposed use in general and in this specific location is consistent with City's zoning code, or any other plan, program, or ordinance, whether adopted or under consideration pursuant to official notice of the city.

Staff comment: The proposed construction is consistent with the City's zoning code and other plans, programs, and ordinances.

3. **Effect on nearby property.** The use will not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the City's zoning code, the comprehensive plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the city.

Staff Comment: No adverse effect is anticipated on nearby property. Staff does recommend a revision to include a sidewalk connection to the north, as illustrated at right:



4. **Appropriateness of use.** The use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

Staff Comment: Outdoor recreation is permitted in the I-1 district.

5. **Utilities and public services.** The use will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities, or services provided by the City or any other public agency serving the subject property.

Staff Comment: the property is currently served by public utilities

Required Plan Commission conclusion: Section 130-104(3)(f) of the Municipal Code requires the Plan Commission to determine whether the potential public benefits of the site plan do or do not outweigh any and all potential adverse impacts. The proposed motion below states that benefits do in fact outweigh any and all potential adverse impacts. The commission can also choose to delay final approval subject to a public hearing.

Staff recommended motion: *The Plan Commission approves the site plan that includes improvements as presented for a dog park at 535 S Madison Street on parcel 6-27-987, finding that the benefits of the use outweigh any potential adverse impacts, and that the proposed use is consistent with the required standards and criteria for issuance as set forth in Section 130-104(3)(a) through (e) of the Zoning Ordinance, subject to the following conditions:*

- 1. Revised landscaping plan submitted with increased screening outside the east and south fence lines*
- 2. Sidewalk added connecting north edge of parking lot to parcel 6-27-993*
- 3. Any variation from presented plans are approved by Plan Commission*
- 4. Any exterior lighting should be dark sky friendly and not cause glare or light-wash on neighboring parcels.*

Alternate action: Table decision on the application until a public hearing is held at the May 4, 2021 Meeting

SITE PLAN APPLICATION

Evansville, Wisconsin

Version: September 28, 2015

General instructions. Complete this application as it applies to your project and submit 12 copies to the City Clerk along with the required application fee. Before you formally submit your application and fee, you may submit one copy to the Community Development Director, who will ensure it is complete. If you have any questions, contact the Community Development Director at 608.882.2285 or jason.sergeant@ci.evansville.wi.gov. You may download this file as a Microsoft Word file off of the City's website at: www.ci.evansville.wi.gov.

- Office Use Only -

Initial application fee	\$300
Receipt number	_____
Date of pre-application meeting	_____
Date of determination of completeness	_____
Name of zoning administrator	_____
Date of Plan Commission review	_____
Application number	_____

1. Applicant information

Applicant name	Chad Renly
Street address	31 S. Madison St.
City	Evansville
State and zip code	WI 53536
Daytime telephone number	608-490-1313
Fax number, if any	_____
E-mail, if any	_____

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

	Agent 1	Agent 2	Agent 3
Name	Nikolas Dorava		
Company	Town and Country Engineering		
Street address	2912 Marketplace Dr.		
City	Madison, WI		
State and zip code	53719		
Daytime telephone number	608-273-3350		
Fax number, if any			
E-mail, if any	ndorava@tcengineers.net		

3. Subject property information

Street address	535 S. Madison St.	
Parcel number	6 - 27 -987	Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.
Current zoning classification(s)	I-1 Note: The zoning districts are listed below. Agricultural District A Residential Districts RR LL-R12 LL-R15 R-1 R-2 R-3 Business Districts B-1 B-2 B-3 B-4 B-5 Planned Office District O-1 Industrial Districts I-1 I-2 I-3	
Describe the current use	City Services	

SITE PLAN APPLICATION

Evansville, Wisconsin

Version: September 28, 2015

4. Project Information

Total lot area	a.	<u>111,500</u>	sq. ft.
Floor area	b.	<u>21,500</u>	sq. ft.
Floor area ratio	(b / a)	<u>0.193</u>	
Total impervious surface area	c.	<u>71,500</u>	sq. ft.
Parking lot area		<u>33,500</u>	sq. ft.
Impervious surface ratio	(c / a)	<u>0.641</u>	
Landscaped area	d.	<u>40,000</u>	sq. ft.
Landscape surface area ratio	(d / a)	<u>0.359</u>	
Number of dwelling units	e.	<u>1</u>	
Site density	(e / a)	<u>111,500</u>	dwelling units per acre
Estimated number of employees		<u>20</u>	
Estimated number of daily customers		<u>1</u>	
Estimated number of residents		<u>0</u>	
Peak hour traffic loads			

5. Describe the proposed use.

Addition of a dog park to existing city property.

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

Anticipated operating conditions include the operation of a city dog park that will be open to the public. Hours of operation will be set as daylight hours in order to minimize early and late hour disturbances of any kind.

SITE PLAN APPLICATION

Evansville, Wisconsin

Version: September 28, 2015

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

City owned property located near the city limits. As such it is unlikely that there will be any potential nuisances that will adversely affect nearby residents.

- 8. Potential expansion.** If expansion of the building can be reasonably anticipated, describe the expansion.

N/A

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

No grading required. Additions will include a fence along with double entrance gate. Parking will be provided utilizing the existing parking lot.

- 10. Plans and drawings.** Attach one copy of the following drawings and plans (11" x 17") to each application. In addition, provide 3 copies of each (24" x 36").

		Attached?	
		Yes	No
Site plan	See the check list at the end of this application for those elements that should be shown.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Landscaping plan	It should be at the same scale as the main plan, show the location of all required buffer and landscaping areas, and existing and proposed landscaping, fences, and berms.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Grading and erosion control plan	It should be at the same scale as the main plan, show existing and proposed grades, retention walls and related structures, and erosion control measures as may be needed to comply with City requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Elevation drawing of new or remodeled building (s)	The drawings should show exterior treatments, materials, texture, color, and overall appearance. Perspective renderings of the proposed project and/or photos of similar structures may be submitted but not in lieu of adequate drawings showing the intended appearance of the building(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

SEE ATTACHED

SITE PLAN APPLICATION

Evansville, Wisconsin

Version: September 28, 2015

12. Applicant certification

<ul style="list-style-type: none"> ◆ I certify that the application is true as of the date it was submitted to the City for review. ◆ I understand that I may be charged additional fees (above and beyond the initial application fee) consistent with the Municipal Code. 	

Applicant Signature

Date

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

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

FACT SHEET

SITE PLAN APPLICATION

Evansville, Wisconsin

Version: September 28, 2015

What is meant by site plan review?

Site plan review is a thorough review of a development proposal's site, building, and operational plans. This review includes, but is not limited to: the physical property, location, lighting plans, landscaping, grading and erosion control, exterior building materials, future expansion, elevations of the proposed building(s), proposed land use, proposed activity, operational considerations relating to hours and traffic generation, and operational considerations relating to potential nuisance creation.

What is the purpose of site plan review?

Site plan review is required to ensure attractive, efficient, and appropriate development of land in the community, exterior architectural design, construction materials, signage, color, and building form, and to ensure that every reasonable step has been taken to avoid depreciating effects on surrounding property and the natural environment.

What projects require site plan review?

The initiation of all development activity (except residential renovations and additions), including building permits, occupancy permits for a change of use of an existing lot or structure where there is contemplated a site plan revision, clear cutting, grading or filling. Development activity associated with an approved final plat of subdivision or certified survey map for single family and/or duplex dwelling units are exempt from site plan review.

What information is required to apply for site plan review?

The applicant must provide a written description of the intended use describing in detail, such items as: zoning district, natural resources worksheet, current and proposed land uses, number of residents/employees/customers, lot and dwelling size, drawing of property and building, detailed landscaping plan, grading and erosion control plan, elevation drawings, and operational considerations.

What is the process?

The applicant is encouraged to meet with the City Community Development Director to discuss any questions prior to the submission of a site plan. After the application is submitted, it will be reviewed by City staff, who will review it for completeness and evaluate whether the use is in harmony with the goals of the City's Comprehensive Plan. The Plan Commission will review the site plan, and may approve the plan, approve with additional measures or modifications, or may withhold approval of the site plan until revisions are made. Final approval of a site plan will occur at a Plan Commission meeting.

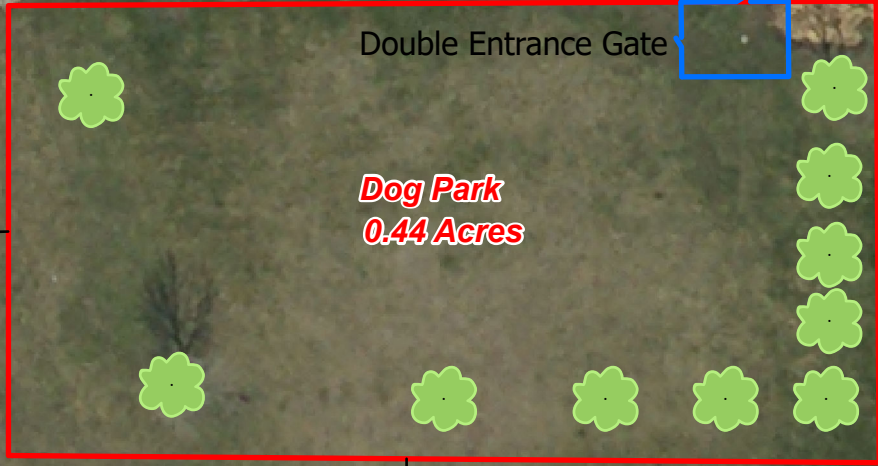
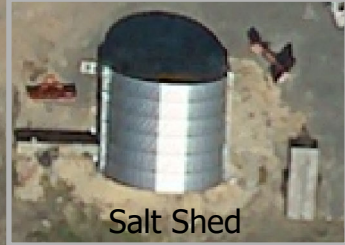
There is a fee of \$300, plus reimbursement of municipal consulting costs for site plan review.

Note: This fact sheet is prepared to facilitate an understanding about site plan review. Applicants should refer to City Ordinance for further explanation and requirements regarding site plan review and approval. Please contact the City Interim Community Development Director at 608.882.2285 or brad.sippel@ci.evansville.wi.gov if you have any questions.

PARCEL
6-27-987

City of Evansville
Dog Park Concept Plan

LOT AREA 111,500 SQ. FT.
FLOOR AREA 21,500 SQ. FT.
FLOOR AREA RATIO 0.193
IMPERVIOUS SURFACE 71,500 SQ. FT.
IMPERVIOUS SURFACE RATIO 0.641



25'

25'

25'

-  Dog Park Fence
-  Double Entrance Gate
-  Parcels
-  Parking
-  Salt Shed

N

0 10 20 Feet

tc TOWN & COUNTRY ENGINEERING, INC.
2912 Marketplace Drive
Suite 103
Madison, WI 53719
(608) 273-3350
www.tcengineers.net

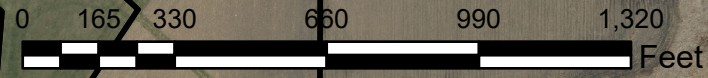
Town & Country Engineering, Inc. makes no representation regarding the accuracy or completeness of this map and its underlying data. Any use or reuse of this map will be at your own risk and without liability or legal exposure to Town & Country Engineering, Inc. Not to be used for utility marking for purposes of Digger's Hotline. Date: 3/16/2021 Path: J:\JOB#\SEvansville\EV-00-00\Mapping\Custom Maps\2020\Dog Park1.aprx

City of Evansville Dog Park Concept Plan



PROJECT LOCATION

Parcels



tc TOWN & COUNTRY
ENGINEERING, INC.
2912 Marketplace Drive
Suite 103
Madison, WI 53719
(608) 273-3350
www.tcengineers.net

Town & Country Engineering, Inc. makes no representation regarding the accuracy or completeness of this map and its underlying data. Any use or reuse of this map will be at your own risk and without liability or legal exposure to Town & Country Engineering, Inc. Not to be used for utility marking for purposes of Digger's Hotline.
Date: 3/16/2021
Path: J:\JOB#\SEvansville\EV-00-00\Mapping\Custom Maps\2020\Dog Park1.aprx



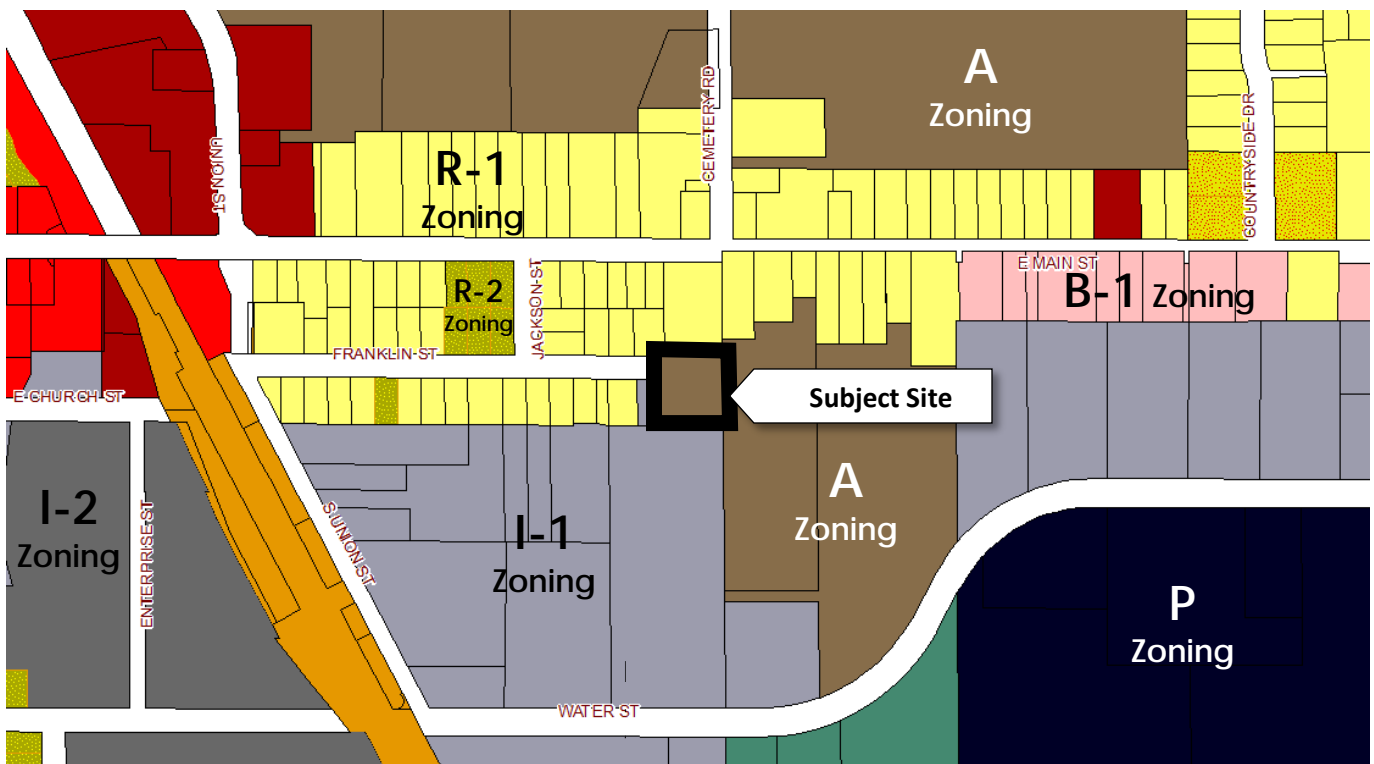
APPLICATION FOR REZONING – STAFF REPORT
APPLICATION NUMBER: RZ-2020-01 (ORDINANCE 2021-05)

Applicant: Krueger

Parcel 6-27-683, 339 Franklin Street

April 6, 2021

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



Description of request: The request is to change the zoning classification of Parcel 6-27-683 at 339 E Franklin Street, as depicted in the map above, from Agricultural District (A) to Residential District Two (R-2) in accordance with Section 130-172(2) of City Ordinances.

Background of request: The property currently has a dwelling unit and workshop. Adjacent Zoning included industrial, residential, and agriculture. The lot is adjacent to downtown, a public park and an industrial area. Plan Commission has recommended approval.

Staff Analysis of Request: This rezoning will allow a total of one to four primary dwelling units by right on the property and will contribute to creating a denser residential area that conforms to the goals of the Smart Growth Plan.

Required Plan Commission findings: The following factors, consistent with Section 130-131 (1) through (6) of the Evansville Zoning Ordinance shall be considered in the review of a rezoning application:

Section 130-131 (1) Site design and physical characteristics

- a. *Existing topography, drainage patterns and vegetative cover and the suitability of the proposed use in this regard.*
- b. *Availability of water, sewer, rail and other services and the utility requirements of the proposed site.*
- c. *Where public sewers are not available, the percolation characteristics of the soil.*
- d. *Adequacy of the proposed internal circulation system, including safety considerations.*
- e. *Access to sites from the internal circulation system.*
- f. *The costs of providing various public services.*
- g. *Appearance (how the area will look).*

Staff Comments: These parcel is currently connected to City sewer and water. The developer will be responsible for the costs of installing sewer to the property and connecting to water and other utilities if needed. Impact fees for the existing unit would not need to be paid. This proposal does not change the expected development pattern, density or infrastructure needs.

Section 130-131 (2) Site location relative to public road network

- a. *Convenient access to a public road network (safety of access points).*
- b. *Visibility from the proposed road and the need for visibility.*
- c. *Access; the location is to provide access primarily by right-hand turning movements.*

Staff comments: Any future use will not have an adverse impact on the road network. However, there is an opportunity to request pedestrian and right of way easements on the parcel to accommodate better connections to water street.

Section 130-131 (3) Land use

- a. *Compatibility with existing or proposed uses in the area.*
- b. *Relation to any existing land use plan.*
- c. *Relation to existing or proposed development at nearby interchanges.*
- d. *In reviewing an application for a zoning district change to a business district, the plan commission and city council shall consider whether the proposed zoning district change likely will result in increased vehicular traffic on nearby local streets in areas of existing residential development and whether such increased traffic will have an adverse impact on the existing residential development.*

Staff comments: The proposed use is consistent with the neighboring single and multi-family residential. The use is consistent with the zoning code and the City's Comprehensive Plan. Primarily the focus on providing housing choices near downtown.

Section 130-131 (4) Traffic generation

- a. Amount of daily and peak hour traffic to be generated, related to site size. Traffic shall be sub-classified as to arterial, collector and local streets.
- b. Amount of traffic generated relative to existing and anticipated ultimate generated traffic in the area.
- c. Expected composition of site-generated traffic by vehicle types.
- d. Effect of site-generated traffic on the operation of the area.
- e. Safety and convenience of future users.

Staff comments: An increase in traffic will not be expected.

Section 130-131 (5) Community effects

- a. Immediate and long-range tax base.
- b. Access to market or service area.
- c. Relation to scenic or recreation values.
- d. Relation to the public interest, the purpose and intent of this chapter and substantial justice to all parties concerned.
- e. Compliance with the master plan's goals and objectives.

Staff comments: The proposal is in compliance with the City's zoning code and Comprehensive Plan.

Section 130-131 (6) Other relevant factors

- a. Compliance with the Performance Standards in Article III of the zoning code.
- b. Additional impacts.

Staff comments: The site must comply with the performance standards contained within Article III of the zoning code.

Staff recommended motion: *Motion to recommend approval of Ordinance 2021-05, Rezoning Parcel 6-27-683 at 339 Franklin Street from Agricultural District (A) to Residential District (R-2), finding that the public benefits of the proposed rezoning outweigh any and all potential adverse impacts, as identified in Section 130-174(3)a-c of City ordinances.*

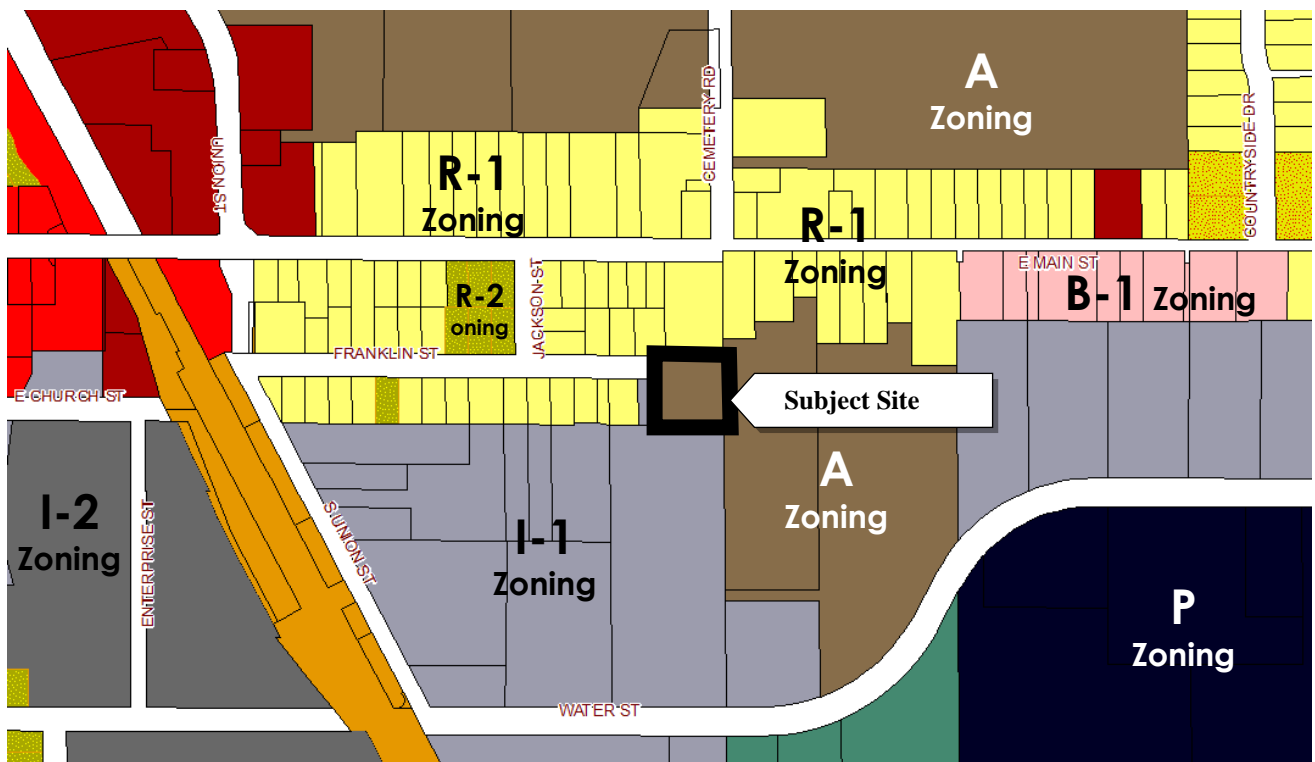
With Possible Condition: *Applicant provides a 15' easement for a multi-use trail along the south lot line.*

CITY OF EVANSVILLE
ORDINANCE # 2021-05

**An Ordinance Rezoning Territory from Agricultural District (A)
to Residential District Two (R-2)**
(On Parcel 6-27-683 with Tax ID 222059076, at 339 E Franklin)

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

SECTION 1. Zoning Classification. In accordance with Section 130-171 to 130-176, Evansville Municipal Code, Section 62.23(7)(d)2 of the Wisconsin State Statutes and upon recommendation of the Plan Commission and the findings of the Common Council that such zoning district change is in the best interest of the City, and all necessary notices having been given, and the required public hearing having been held, and the Plan Commission having made its recommendation of approval in writing to the Common Council, the zoning classification of parcel 6-27-683 with Tax ID 222059076, at 339 E Franklin is changed from Agricultural District (A) to Residential District Two (R-2). The area to be rezoned is indicated on the maps below:



SECTION 2. Zoning Map Amendment. The official zoning map, City of Evansville, Wisconsin, is hereby amended to show the territory described in Section 1 as Residential District Two (R-2).

SECTION 3. Severability. If any provision of this Ordinance is invalid or unconstitutional, or

if the application of the Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION 4. Effective Date. This Ordinance shall take effect upon its passage and publication as provided by law.

Passed and adopted this _____ day of _____, 2021

William Hurtley, Mayor

ATTEST:

Darnisha Haley, Clerk

Introduced: 03/09/2021
Notices published: ___/___/2021 and ___/___/2021
Public hearing held: ___/___/2021
Adopted: ___/___/2021
Published: ___/___/2021 (within 10 days of adoption)

Sponsors: This is a city-initiated ordinance.

Drafted on March 1, 2021 by Jason Sergeant, Community Development Director



APPLICATION FOR PRELIMINARY AND FINAL LAND DIVISION – STAFF REPORT

Application No.: LD-2021-01 **Applicant:** Lori Lenz

Parcel 6-27-614, 20 S Madison

April 6, 2021

Prepared by: Jason Sergeant, Community Development Director

Direct questions and comments to: Jason.sergeant@ci.evansville.wi.gov or 608-882-2285



Figure 1 Location Map

Description of request: An application for a preliminary and final land division to create a Two Unit Condominium Plat on parcel 6-27-614 (Tax ID 222 059002) at 20 S Madison Street has been submitted for consideration by the Plan Commission. Municipal Services has reviewed the application and recommended approval.

Existing and Proposed Uses: The existing has a commercial building, garage and residential home constructed and is zoned for residential use (B-2). The newly created Condominium will allow a mortgage for each of the residential and commercial units.

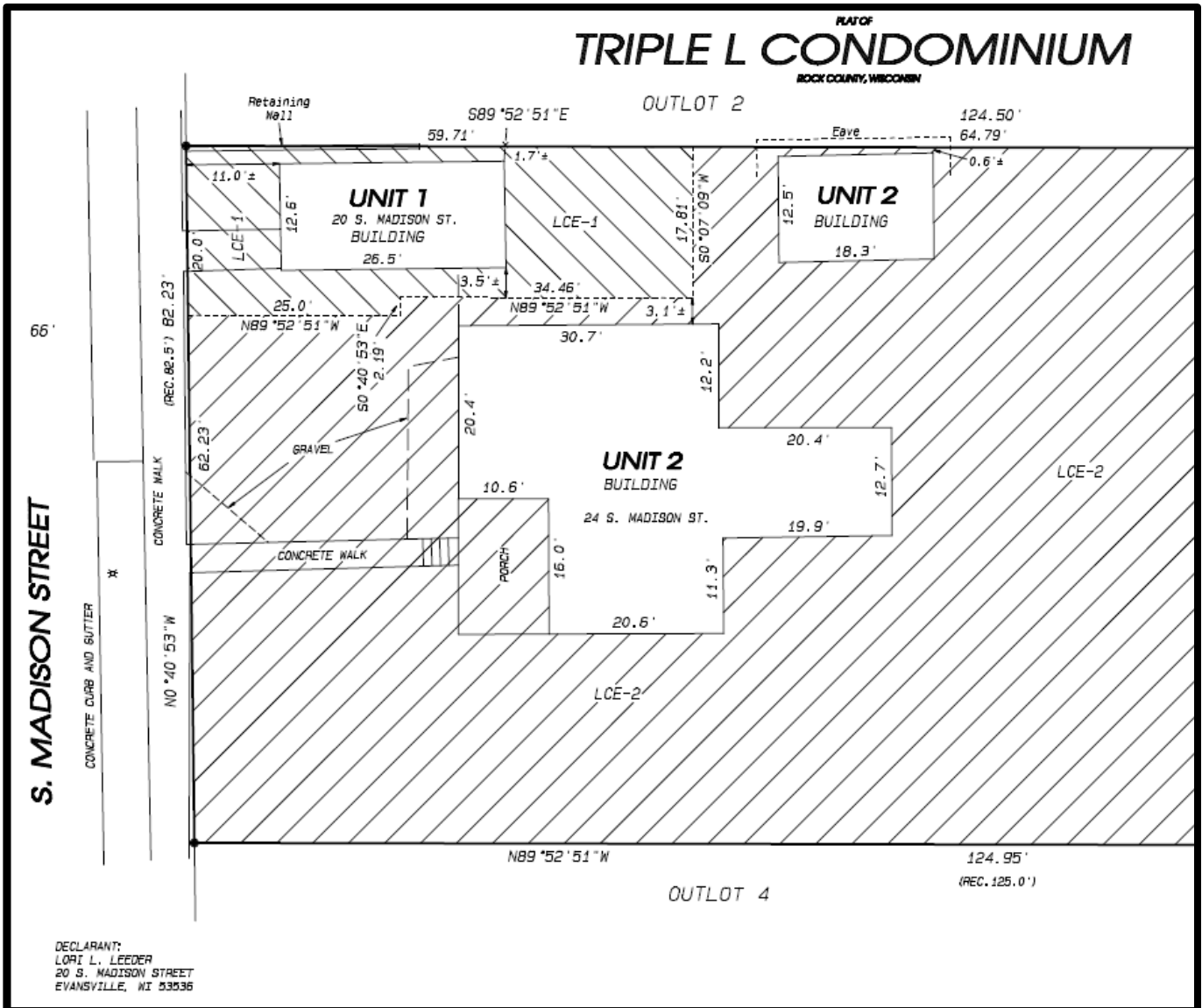


Figure 2 Final Condominium Plat

Consistency with the City of Evansville Comprehensive Plan and Municipal Code: The proposed land division and land uses are thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. This would promote infill housing, walkability, and density. The proposal complies with the design standards and environmental considerations as set forth in the Land Division Ordinance.

Staff Recommended Motion: *Motion to recommend to Common Council approval of the condominium plat to create two units on 6-27-614 (Tax ID 222 059002) located at 20 S Madison Street, 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 plat is recorded with Rock County Register of Deeds and Municipal Services Reviews the application.*

FINAL LAND DIVIDER’S AGREEMENT – Settler’s Grove

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

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

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

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

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

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

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

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

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

ARTICLE I. Land; General Conditions

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

~~the amount of _____~~ WILL NOT EXCEED \$122,000.

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

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

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

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

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

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

K. Development Type and Density. Developer intends to construct or cause the construction of multi-family housing on lots 47, 78, 49, and 50 with 6-8 units on each lot.

ARTICLE II. Phases and Development.

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

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

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

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

1. For Phase I, as soon as Developer has obtained all necessary approvals of the Plans and Specifications described in Article III and has filed with the

City Clerk all required documents, including but not limited to the irrevocable letter of credit referenced in Article IV, Section C and construction drawings have been submitted and approved.

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

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ARTICLE III. Public Improvements.

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

1. Developer shall construct, furnish, install, and provide a complete sewerage system throughout the entire Subdivision all in accordance with

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

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

F. Surface Water Drainage System.

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

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

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

G. Public Streets.

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

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

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

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

7. Developer shall complete the final lift of asphalt after at least one (1) winter season, but no later than two (2) years after the initial commencement of construction of Public Improvements for the phase or sub-phase, unless extended by the Common Council.
8. Developer shall maintain the streets in the Subdivision until accepted by the City.

9. Developer shall fully improve Porter Road for the extent of the subdivision and eastward to the extent of the City-owned Outlots. Evansville Development Group is expected to improve porter road to City standards from city outlots to Westfield Meadows to city standards.

H. Sidewalks\Pathways.

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

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

~~3.~~ Developer shall remain obligated to construct, furnish, install, and provide sidewalks as specified in this Agreement even if Developer enters into agreements with lot purchasers obligating lot purchasers to install the sidewalks.

~~4.~~ Developer shall construct a 10' wide paved asphalt recreation trail in Outlot , connecting to West Side Park, connecting to Westfield Meadows, and adjacent to the subdivision allowing for a connection to the north the earlier of: A.) no later than when 50% of lots are completed in the subdivisions or B.) No later than December 31, 2025 or C.) Completion of Phases .

I. Electrical System.

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

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

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

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

J. Landscaping.

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

K. Street Signs.

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

L. Traffic Control Signs.

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

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

ARTICLE IV. Obligation to Pay Costs.

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

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

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

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

ARTICLE V. Dedication and Acceptance.

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

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

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

ALTERNATE LANGUAGE BELOW:

G. A. Acceptance of Work.

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

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

out of or in any way related to the project and that no moneys are owed to any surveyor, mechanic, subcontractor, materialmen or laborer. When the remaining engineering, inspection and legal fees have been paid and when the necessary lien waiver affidavits have been filed, and Municipality has been provided with proof that the covenants and restrictions for the plat have been recorded a Resolution accepting the Improvements constructed pursuant to this Development Agreement will be prepared and presented to the Village Board for final approval. Upon approval of the Resolution, the Improvements will be accepted by the Municipality.

C. 3. The sanitary sewer, lift station, water mains, and any respective service lateral shall not be accepted for a permitted phase until as built plans and a complete breakdown of all construction, engineering and administrative costs incurred by the Developer is submitted to the Municipal Engineer and Administrator respectively. Further, the water system installation shall not be accepted until bacteriologically safe samples are obtained by a certified agency. The Developer shall be responsible for flushing the mains, obtaining the samples and have all tests completed as may be required for the Municipality's acceptance.

D. 4. Developer agrees to provide for maintenance and repair of all Improvements until such Improvements are formally accepted by the Municipality by Resolution of the Village Board.

E. 5. The Municipality will provide timely notice to the Developer whenever inspection discloses that an improvement does not conform to the standards and specifications shown on the Plans and Specifications or is otherwise defective. The Developer shall have 20 days from the issuance of such notice to correct the defect. The Municipality shall not declare a default under this Agreement during the 20 day correction period on account of any such defect unless it is clear the Developer does not intend to correct the defect or unless the Municipality determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat.

F. 6. Prior to final acceptance, the Developer shall provide Municipality with as-built plans. As-built plans shall be provided in both an electronic format and in hard copy. As-built plans in electronic format and readable by AutoCAD must be provided showing all horizontal and vertical locations of public sanitary, water, and storm water utilities i.e. manholes, hydrants, water main bends and tee's, valves, sanitary and water lateral curb boxes, inlets, endwalls, etc. All vertical information shall be on NAVD88 datum. The profile drawings must also show the diameter, length and slope of all pipes. In addition, Developer shall provide Municipality as-built-plans showing the finished surface elevations at all lot corners demonstrating positive drainage between lot corners, and also showing the finished surface

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

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

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

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

ARTICLE VI. Issuance of Building Permits/Occupancy Permits.

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

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

installation of survey monuments.

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

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

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

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

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

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

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

ARTICLE VII. Default and Remedies.

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

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

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

ARTICLE VIII. Miscellaneous.

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

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

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

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

To Developer:

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

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

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

Evansville Development Group Grove Development LLC

By: _____

(print name and title)

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

(SEAL)

(print name)

(SEAL)

(print name)

(SEAL)

(print name)

(SEAL)

(print name)

(SEAL)

(print name)

(SEAL)

(print name)

DRAFT ~~103/15/2020~~2021

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

CITY OF EVANSVILLE:

William Hurtley, Mayor

Date: _____

Judy Walton, City Clerk

Date: _____

DRAFT

APPENDIX A

Property Descriptions

, CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

DRAFT

APPENDIX B**Agreement as to Liability, Indemnity and Insurance**

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

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

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

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

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

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

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

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

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

Dated: _____

(print name of CONTRACTOR), a Wisconsin Corporation

By: _____

(print name and title)

By: _____

_____, Secretary
(print name)

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APPENDIX C

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

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

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

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

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

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

Acknowledged by:

Date:

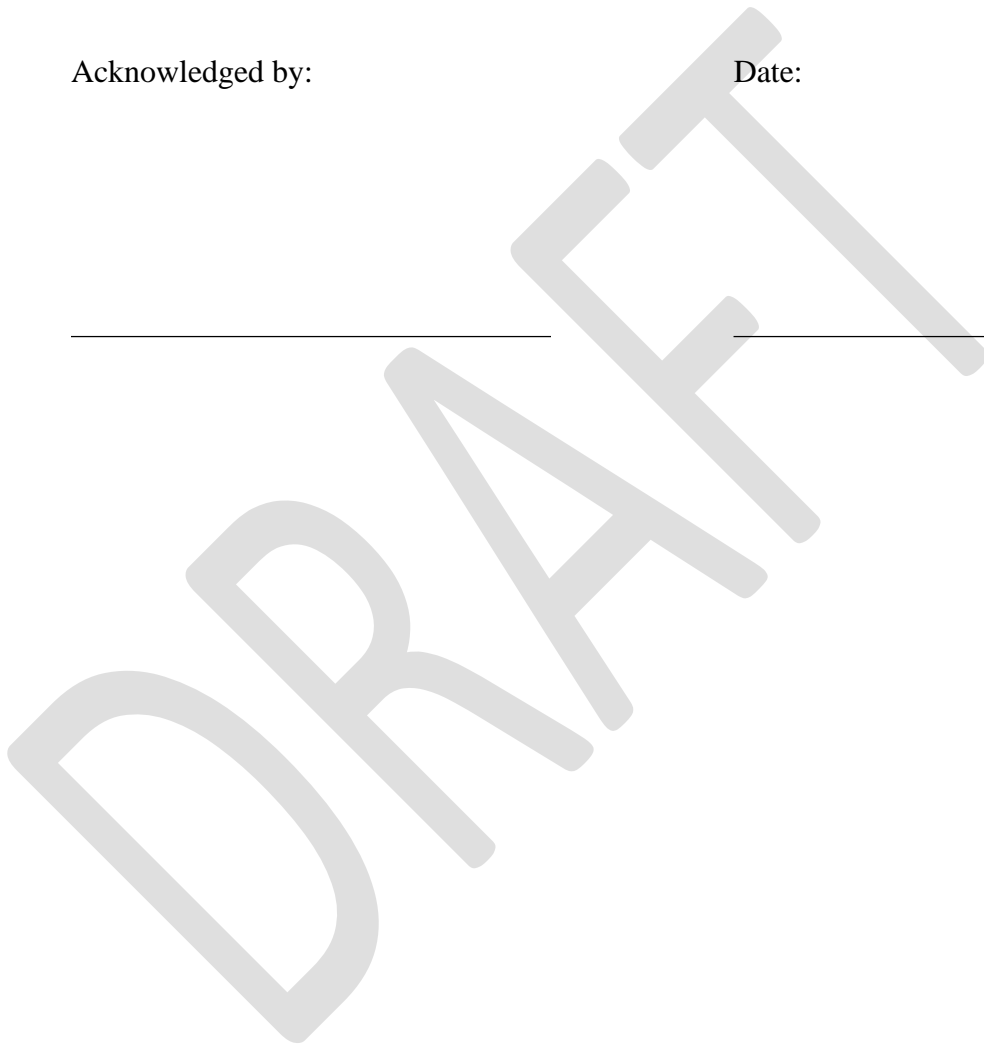


EXHIBIT 1

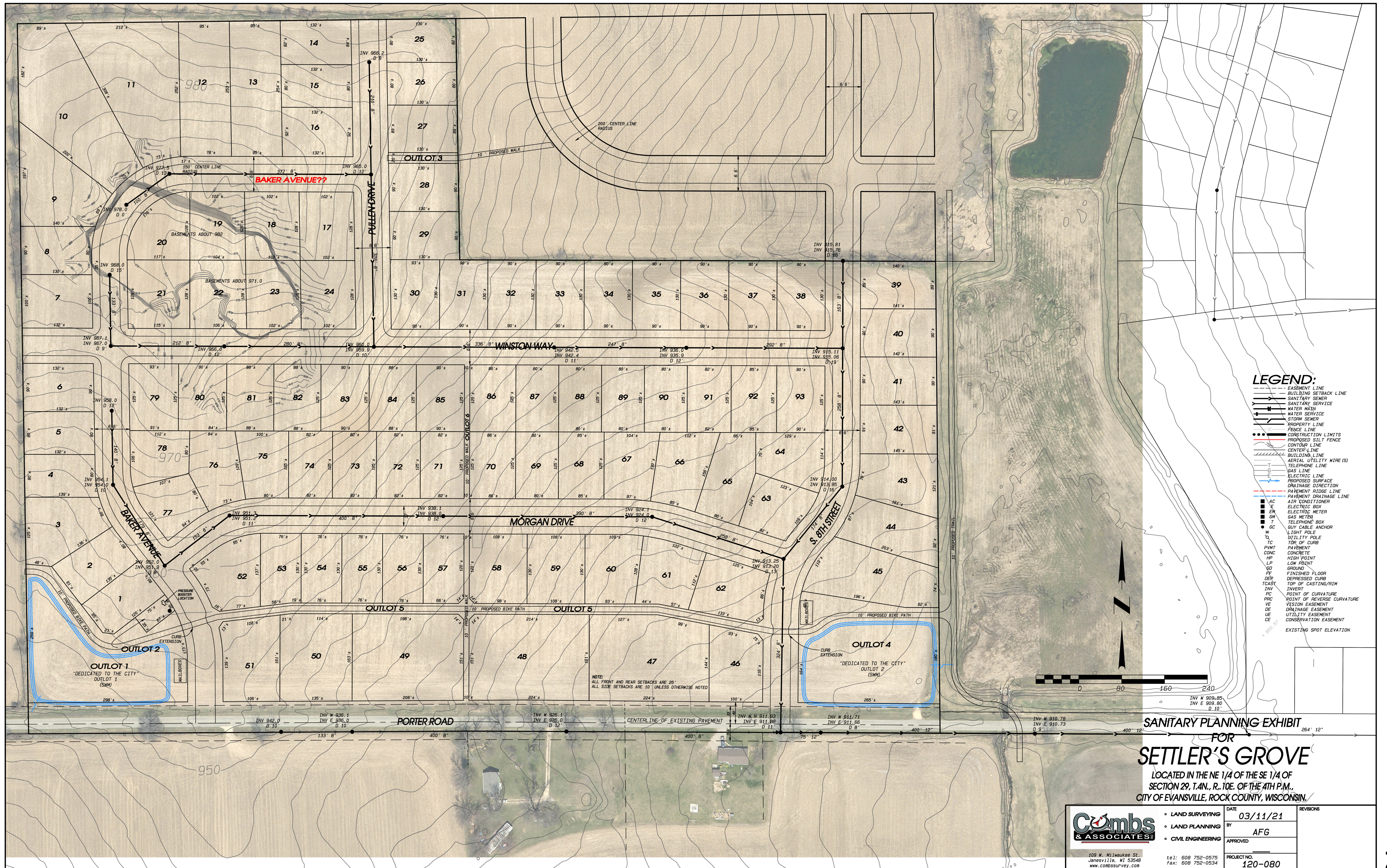
Settler's Grove Subdivision

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EXHIBIT 2

_____ **Land Dividers Agreement and Amendments**

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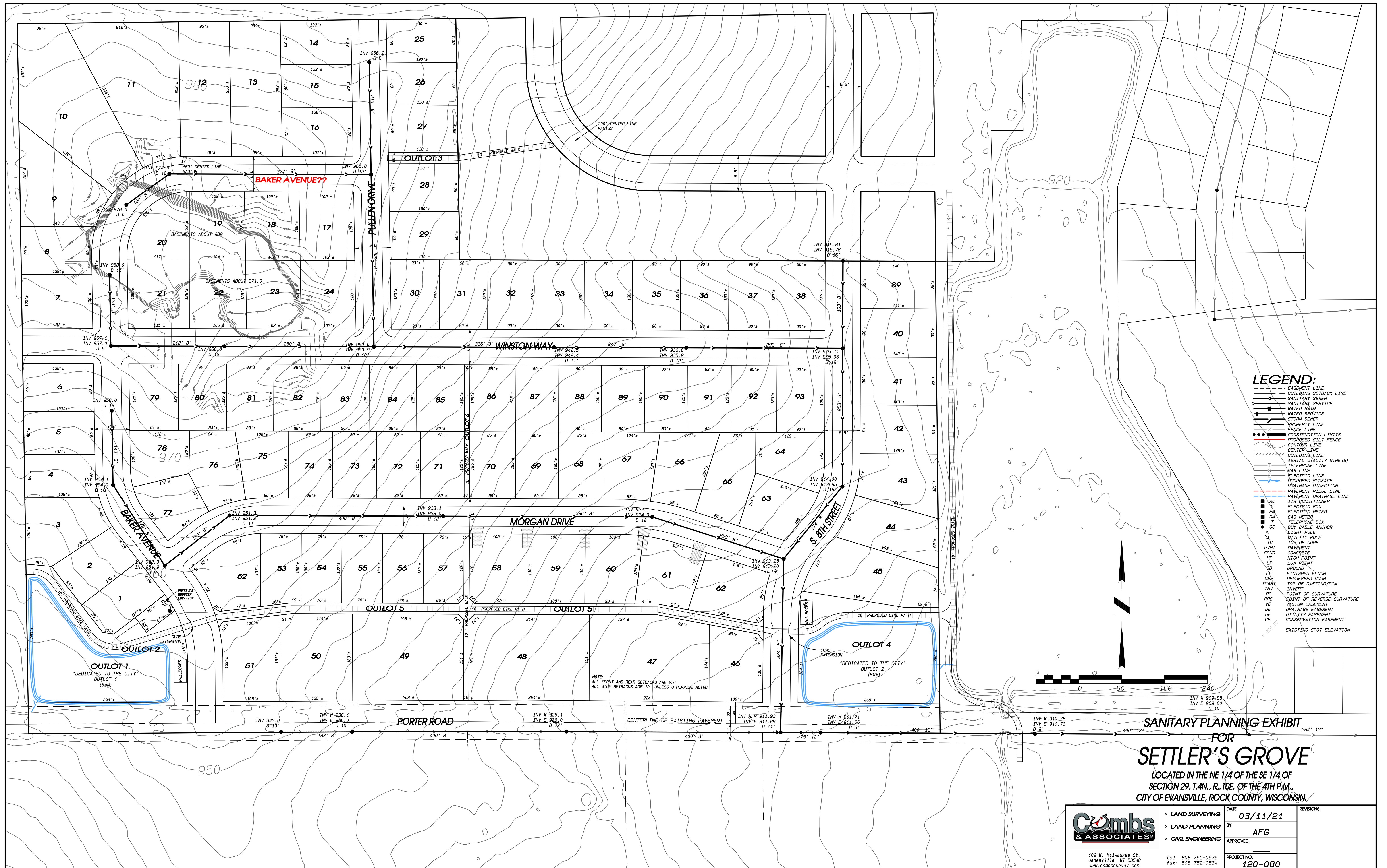


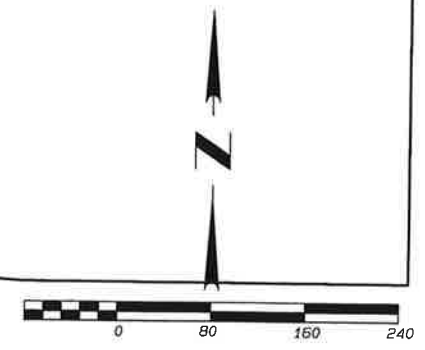
- LEGEND:**
- EASEMENT LINE
 - BUILDING SETBACK LINE
 - SANITARY SEWER
 - SANITARY SERVICE
 - WATER MAIN
 - WATER SERVICE
 - STORM SEWER
 - PROPERTY LINE
 - FENCE LINE
 - CONSTRUCTION LIMITS
 - PROPOSED SILT FENCE
 - CONTOUR LINE
 - CENTER LINE
 - BUILDING LINE
 - AERIAL UTILITY WIRE (S)
 - TELEPHONE LINE
 - GAS LINE
 - ELECTRIC LINE
 - PROPOSED SURFACE
 - DRAINAGE DIRECTION
 - PAVEMENT RIDGE LINE
 - PAVEMENT DRAINAGE LINE
 - AC AIR CONDITIONER
 - EB ELECTRIC BOX
 - EM ELECTRIC METER
 - GM GAS METER
 - T TELEPHONE BOX
 - GC GUY CABLE ANCHOR
 - LP LIGHT POLE
 - TC TOP OF CURB
 - PVMT PAVEMENT
 - CONC CONCRETE
 - HP HIGH POINT
 - LP LOW POINT
 - GD GROUND
 - FF FINISHED FLOOR
 - DEP DEPRESSED CURB
 - TCAST TOP OF CASTING/RIM
 - INVERT INVERT
 - PC POINT OF CURVATURE
 - PRC POINT OF REVERSE CURVATURE
 - VE VISION EASEMENT
 - DE DRAINAGE EASEMENT
 - UE UTILITY EASEMENT
 - CE CONSERVATION EASEMENT
 - EXISTING SPOT ELEVATION

NOTE:
ALL FRONT AND REAR SETBACKS ARE 25'
ALL SIDE SETBACKS ARE 10' UNLESS OTHERWISE NOTED

SANITARY PLANNING EXHIBIT
FOR
SETTLER'S GROVE
LOCATED IN THE NE 1/4 OF THE SE 1/4 OF
SECTION 29, T.4N., R., 10E. OF THE 4TH P.M.,
CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

<p>109 W. Milwaukee St. Janesville, WI 53548 www.combsurvey.com</p>	LAND SURVEYING LAND PLANNING CIVIL ENGINEERING	DATE 03/11/21 BY AFG APPROVED _____	REVISIONS _____ _____ _____
	PROJECT NO. 120-080		
	TEL: 608 752-0575 FAX: 608 752-0534		





- LEGEND:**
- EASEMENT LINE
 - - - BUILDING SETBACK LINE
 - SANITARY SEWER
 - SANITARY SERVICE
 - WATER MAIN
 - WATER SERVICE
 - STORM SEWER
 - 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
 - PROPOSED SURFACE
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 - PAVEMENT DRAINAGE LINE
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 - E ELECTRIC BOX
 - EM ELECTRIC METER
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 - T TELEPHONE BOX
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 - PC POINT OF CURVATURE
 - PRC POINT OF REVERSE CURVATURE
 - VE VISION EASEMENT
 - DE DRAINAGE EASEMENT
 - UE UTILITY EASEMENT
 - CE CONSERVATION EASEMENT
 - EXISTING SPOT ELEVATION

- R-1 ZONING
- R-2 ZONING
- R-3 ZONING

**REZONE MAP
FOR
SETTLER'S GROVE**

LOCATED IN THE NE 1/4 OF THE SE 1/4 OF
SECTION 29, T.4N., R., 10E. OF THE 4TH P.M.,
CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

	• LAND SURVEYING	DATE: 08/27/20	REVISION: 03/16/21 Updated Map
	• LAND PLANNING	BY: AFG	
	• CIVIL ENGINEERING	APPROVED: RJC	
		PROJECT NO: 120-080	

109 W. Milwaukee St.
Janesville, WI 53548
www.combsurvey.com

Tel: 608 752-0575
Fax: 608 752-0534



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

SP-2021-03

Jason Sergeant <jason.sergeant@ci.evansville.wi.gov>
 To: "Mayer, Joe" <Joe.Mayer@kimley-horn.com>
 Cc: Brian Berquist <brian@tcengineers.net>

Fri, Mar 5, 2021 at 8:09 AM

Joe,

An initial completeness check has been done as well as a brief review of the proposal. The City's Zoning Code, Allen Creek Redevelopment Plan, and other recent conditions of approval the Plan Commission has used in similar approvals were used as reference. Consultation was also done with the City Engineer, utility, and transportation staff. All comments are compiled into a unified list below:

Site:

- Increase building front setback to 10 feet
- Relocated light pole should be on the "south" side of the parking entrance.
- Currently the sidewalk is recessed for a portion of this property, how is this proposed to be graded? (There was some concern expressed with having a steep grade from building to sidewalk, resulting in a build up of snow/ice/etc)
- Remove striped no parking areas and replace with landscaping
- Move trees to either side of entrance and to parking islands
- Landscaping may need to be redistributed to offer a bit more screening of parking from USH 14, rear parking, and east facade
- Pavement patches in public roadway should go from curb to centerline of road and a minimum of 10' wide in direction of travel
- The total disturbed area shown on C1.0 is ~42,000 square feet, just under the 1 acre threshold for stormwater management requirements. In order to achieve the grass replanting and installing quite a few trees on the east side of the parcel it seems the actual disturbance will be above the 1 acre mark.
 - Recommend reducing the paved area as much as possible to reduce disturbance (narrow driving lanes and turn around?)
- The water service shutoff valve should be placed in the grass terrace along USH 14. The existing water service for the site needs to be abandoned back to the water main (that will require a 2nd patch in USH 14).
- The sewer service is shown tapping directly into a manhole. This should be tapped instead into the sewer main, as the configuration shown requires sewage to make an almost 150 degree turn to head downstream. The existing sewer service for the site needs to be located and abandoned back to the main (that will require a 2nd patch in the sidewalk).
- A note on C3.0 refers to Kenosha Water Utility standards, which should get corrected.
- Specify the estimated car trips per day the project will generate
- Submit documentation the 40' cross access easement has been released.
- Narrow driveway opening, typical preference is 25'

Building Design:

- Review the Allen Creek Plan, primarily pages 21 through 26 (attached)
- Disrupt building mass by offsetting facade, pushing back clearstory level, and/or pushing back stock room mass to be offset from primary facade.
- Enhance the primary entrance corner by increasing the architectural massing and/or detail.
 - Open up the corner entrance by removing doors and glass (or adding doors to north) and adding a walk to the north to connect new entry opening with sidewalk, so pedestrian access to the sidewalk is a priority.
- Increase amount of transparent glazing on North and East facades, transparent glazing should be a minimum of 50%
- Specify HVAC equipment location and how will it be screened
- Dumpster enclosure should coordinate with building materials
- Specify ground sign design and height
- Signs should not be back-lighted, but be individually back lit lettering or have downlighting fixtures installed, and wash light on sign surface
- Specify all exterior light fixtures, locations, and calculations (exterior fixtures should be dark sky compliant)

- Add low walls along parking that fronts street, try and increase "building street wall" coverage to as close to 60% as possible.

Other Comments:

The remaining area of concern relates to the Northern "point" of the site. This area is not being developed under the proposal submitted. This open area makes meeting the Allen Creek Plan's 60% building street wall coverage a challenge. The city has been approached by a drive thru restaurant that would be able to locate on this portion of the lot, adding this restaurant would help meet the coverage standard. As an alternative, this portion of the site could be divided off for development.

 **Allen Creek Plan.pdf**
15867K

Drawing name: K:\GIS\DATA\168708008_000 - COVER SHEET.dwg C:\0 Feb 09, 2021 8:49pm by BrettHickey
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PRELIMINARY ENGINEERING PLANS

DOLLAR GENERAL

255 N. UNION ROAD

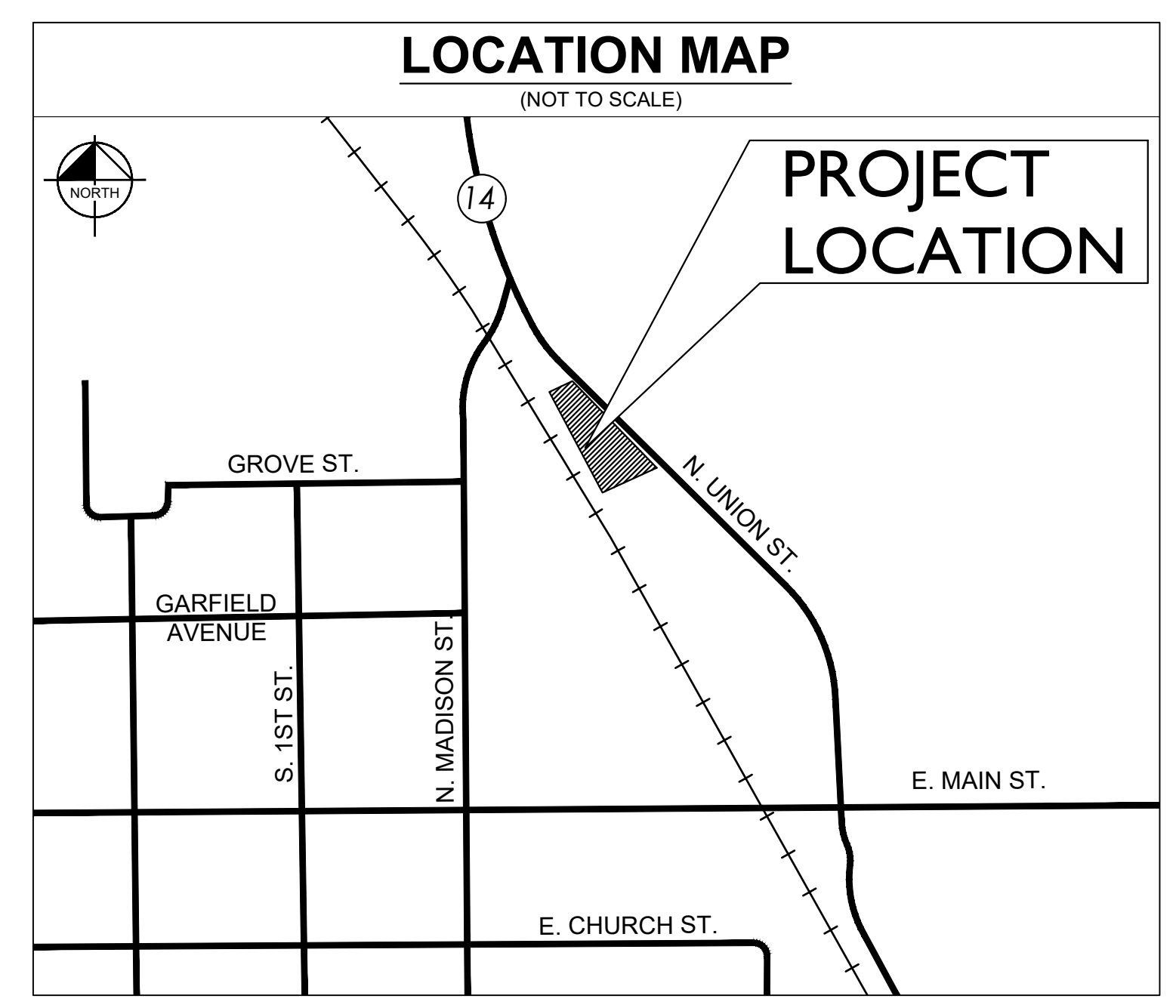
EVANSVILLE, WISCONSIN 53536

UTILITY AND GOVERNING AGENCY CONTACTS

<p>COMMUNITY DEVELOPMENT DEPARTMENT CITY OF EVANSVILLE 31 S. MADISON ST. EVANSVILLE, WI 53536 TEL: (608) 882-2285 CONTACT: JASON SERGEANT</p> <p>PUBLIC WORKS DEPARTMENT (SEWER) CITY OF EVANSVILLE 31 S. MADISON ST. EVANSVILLE, WI 53536 TEL: (608) 273-3350 CONTACT: BRIAN BERQUIST</p> <p>PUBLIC WORKS DEPARTMENT (STORMWATER) CITY OF EVANSVILLE 31 S. MADISON ST. EVANSVILLE, WI 53536 TEL: (608) 490-1313 CONTACT: CHAD RENLY</p> <p>MUNICIPAL UTILITY EVANSVILLE WATER & LIGHT CITY OF EVANSVILLE 31 S. MADISON ST. EVANSVILLE, WI 53536 TEL: (608) 882-2288 CONTACT: KERRY LINDROTH</p>	<p>ROADWAY AUTHORITY WISCONSIN DEPARTMENT OF TRANSPORTATION SOUTHWEST REGION - MADISON OFFICE 2101 WRIGHT STREET MADISON, WI 53704 TEL: (608) 246-3800 CONTACT: DAVE VIETH, DIRECTOR</p> <p>NATURAL GAS WE ENERGIES 1300 JANESVILLE AVENUE FORT ATKINSON, WI 53538 TEL: (800) 242-9137</p> <p>TELEPHONE CHARTER COMMUNICATIONS, INC. (SPECTRUM) 1348 PLAINFIELD AVENUE JANESVILLE, WI 53545 TEL: (866) 874-2389</p>
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PROJECT TEAM

<p>DEVELOPER THE OVERLAND GROUP 1903 EAST BATTLEFIELD ST. SPRINGFIELD, MO 65804 TEL: (417) 293-3332 CONTACT: JACOB W. STAUFFER</p> <p>ARCHITECT TORGERSON DESIGN PARTNERS 116 N. 2ND AVE. OZARK, MO 65721 TEL: (417) 581-8889 CONTACT: MIKE SEBBEN</p> <p>SURVEYOR CHAPUT LAND SURVEYS 234 W. FLORIDA STREET MILWAUKEE, WI 53204 TEL: (414) 224-8068 CONTACT: DONALD CHAPUT</p>	<p>CIVIL ENGINEER KIMLEY-HORN AND ASSOCIATES, INC. 4201 WINFIELD ROAD, SUITE 600 WARRENVILLE, IL 60555 TEL: (630) 487-5550 EMAIL: JOE.MAYER@KIMLEY-HORN.COM CONTACT: JOE MAYER, EMAIL: JUSTIN.MULLER@KIMLEY-HORN.COM CONTACT: JUSTIN MULLER, P.E.</p> <p>LANDSCAPE ARCHITECT KIMLEY-HORN AND ASSOCIATES, INC. 4201 WINFIELD ROAD, SUITE 600 WARRENVILLE, IL 60555 TEL: (630) 487-5550 EMAIL: DANIEL.GROVE@KIMLEY-HORN.COM CONTACT: DANIEL GROVE</p> <p>GEOTECH TERRACON CONSULTANTS, INC. 9856 SOUTH 57TH STREET FRANKLIN, WI 53132 TEL: (414) 423-0255 CONTACT: PAUL J. KOSZAREK, P.E.</p>
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SHEET INDEX	
SHEET NO.:	DESCRIPTION
C0.0	COVER SHEET
V0.0	ALTA SURVEY
C1.0	SITE PLAN
C2.0	GRADING & EROSION CONTROL PLAN
C2.1	EROSION CONTROL NOTES & DETAILS
C3.0	UTILITY PLAN
L1.0	LANDSCAPE PLAN
L2.0	LANDSCAPE NOTES AND DETAILS

LEGAL DESCRIPTION

PART OF OUTLOT 27, SHEET 5, ASSESSOR'S PLAT, LOCATED IN THE SW1/4 OF THE NE1/4 OF SECTION 27, TOWNSHIP 04 NORTH, RANGE 10 EAST, OF THE CITY OF EVANSVILLE, IN THE CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST 1/4 CORNER OF SECTION 27, THENCE NORTH 01°28'52" WEST FOR A DISTANCE OF 992.95 FEET ALONG THE EAST LINE OF THE NE1/4 OF SECTION 27; THENCE SOUTH 89°56'25" WEST FOR A DISTANCE OF 1818.96 FEET TO THE SOUTHWEST RIGHT OF WAY OF USH "14"; THENCE NORTH 44°51'54" WEST FOR A DISTANCE OF 254.58 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING; THENCE SOUTH 64°43'22" WEST FOR A DISTANCE OF 205.54 FEET; THENCE NORTH 28°32'00" WEST FOR A DISTANCE OF 392.62 FEET; THENCE NORTH 64°09'13" EAST FOR A DISTANCE OF 88.05 FEET TO THE SOUTHWEST RIGHT OF WAY OF USH "14"; THENCE SOUTH 44°51'54" EAST FOR A DISTANCE OF 416.99 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

BENCHMARKS

BENCHMARKS:
 (LOCATIONS SHOWN ON SURVEY)

STARTING BENCHMARK: FOUND ALUMINUM SURVEY SPIKE MARKING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 4 NORTH, RANGE 10 EAST
ELEVATION=919.35

SITE BENCHMARK: SE FLANGE BOLT ON HYDRANT
ELEVATION=902.66

PROFESSIONAL ENGINEER'S CERTIFICATION

I, JUSTIN MULLER, A LICENSED PROFESSIONAL ENGINEER OF WISCONSIN, HEREBY CERTIFY THAT THIS SUBMISSION, PERTAINING ONLY TO THE "C" SERIES CIVIL SHEETS LISTED ABOVE BUT EXCLUDING DETAILS PREPARED BY OTHERS, WAS PREPARED ON BEHALF OF THE OVERLAND GROUP BY KIMLEY-HORN AND ASSOCIATES, INC. UNDER MY PERSONAL DIRECTION. THIS TECHNICAL SUBMISSION IS INTENDED TO BE USED AS AN INTEGRAL PART OF AND IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

DATED THIS ___9TH___ DAY OF ___FEBRUARY___, A.D., 2021.

Justin Muller
 WISCONSIN LICENSED PROFESSIONAL ENGINEER E-40596
 MY LICENSE EXPIRES ON JULY 31, 2022

 <small>© 2021 KIMLEY-HORN AND ASSOCIATES, INC. 4201 WINFIELD ROAD, SUITE 600 WARRENVILLE, IL 60555 PHONE: 630-487-5550 WWW.KIMLEY-HORN.COM</small>	DATE: _____ BY: _____ REVISIONS: _____ No. _____
THE OVERLAND GROUP	COVER SHEET
DOLLAR GENERAL <small>255 N UNION ROAD (US HWY 14) EVANSVILLE, WI 53536</small>	ORIGINAL ISSUE: 02/09/2021 KHA PROJECT NO. 168708008 SHEET NUMBER C0.0

ALTA/NSPS LAND TITLE SURVEY

CLIENT

The Overland Group, LLC

SITE ADDRESS

255 Union Street, City of Evansville, Rock County, Wisconsin.

LEGAL DESCRIPTION

Part of Outlot 27, Sheet 5, Assessor's Plat, located in the SW1/4 of the NE1/4 of Section 27, Township 04 North, Range 10 East, of the City of Evansville, in the City of Evansville, Rock County, Wisconsin, described as follows: Beginning at the East 1/4 corner of Section 27, thence North 01°28'52" West for a distance of 992.95 feet along the East line of the NE1/4 of Section 27; thence South 89°56'25" West for a distance of 1818.96 feet to the Southwest right of way of USH "14"; thence North 44°51'54" West for a distance of 254.58 feet along said right of way to the point of beginning; thence South 64°43'22" West for a distance of 205.54 feet; thence North 28°32'00" West for a distance of 392.62 feet; thence North 64°09'13" East for a distance of 88.05 feet to the Southwest right of way of USH "14"; thence South 44°51'54" East for a distance of 416.99 feet along said right of way to the point of beginning.

TITLE COMMITMENT

This survey was prepared based on First American Title Insurance Company Commitment No. DM0006172, effective date of December 14, 2020 which lists the following easements and/or restrictions from schedule B-II:

- 1, 2, 3, 5 & 10 visible evidence shown, if any.
- 4, 6, 7, 8, 11 & 13 not survey related.
9. Restrictions, notes, easements, building setback lines and other matters as may be shown on the recorded plat/certified survey map of the subject property. **No restrictions noted in Assessor's Plat.**
12. Terms and provisions of Joint Driveway Easement Agreement dated 11/14/2003 and recorded 11/20/2003, as Doc. No. 1642509. **Affects property by location, shown.**

BASIS OF BEARINGS

Bearings are referenced to the Rock County Coordinate System, in which the East line of the NE 1/4 bears N00°47'10"W.

LAND AREA

The Land Area of the subject property is 57,641 square feet or 1.3233 acres.

PARKING SPACES

There are 11 regular parking spaces and 1 handicap space marked on this site.

FLOOD NOTE

According to the flood insurance rate map of the County of Rock, Community Panel No. 55105C0016E, effective date of September 16, 2015, this site falls in Zone AE (Base Flood Elevations determined).

MUNICIPAL ZONING

The zoning information noted below is taken from the municipal code ordinance. It does not reflect all zoning restrictions that may apply. It is not intended to be used in lieu of a comprehensive zoning report as stated in ALTA Table A Item 6(a) nor to be relied on for site development purposes.

Municipal Code: Sec. 130-821

Site is zoned: B-3 (Community Business District)

- (3) Minimum setbacks and building separation:
 - a. Front or street side lot line to house: 25 feet, 40 feet for a lot adjacent to a street with an officially mapped right-of-way equal to or exceeding 100 feet.
 - b. Front or street side lot line to garage: 25 feet, 40 feet for a lot adjacent to a street with an officially mapped right-of-way equal to or exceeding 100 feet.
 - c. Side lot line to house or garage: Six feet.
 - d. Total of both sides, lot lines to house or garage: 12 feet.
 - e. Rear lot line to house or garage: 30 feet.
 - f. Side lot line to accessory structure: Three feet from property line, five feet from alley.
 - g. Rear lot line to accessory structure: Three feet from property line, five feet from alley.
 - h. Minimum paved surface setback: Five feet from side or rear, ten feet from street.
 - i. Minimum dwelling unit separation: 12 feet.
- (4) Maximum height of dwelling unit: 35 feet, greater with conditional use permit.
- (5) Maximum height of accessory structure: 15 feet.

TABLE "A" ITEMS

11. Utility lines are shown from visible surface evidence, municipal plans and from plans and markings provided by Diggers Hotline, the One-call Utility Marking System (Wisconsin Statute 182.0175), Ticket Numbers 20205010932 & 20205010924.
18. There is no evidence on site of delineated wetlands areas.

NOTE:

Site was snow covered at time of survey.

TO: The Overland Group, LLC
First American Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 of Table A thereof. The field work was completed on December 25, 2020.

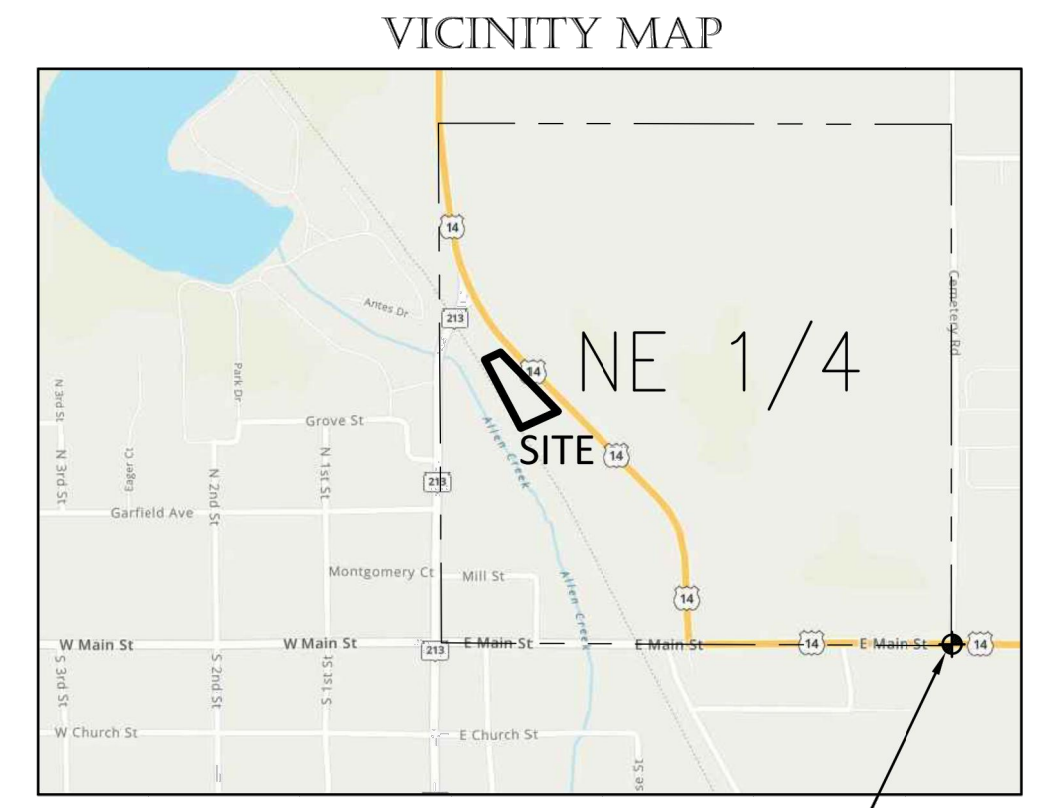
Date of Map: January 11, 2021

DANIEL BEDNAR
S-2812
GERMANTOWN, WI
Professional Land Surveyor
Registration Number S-2812

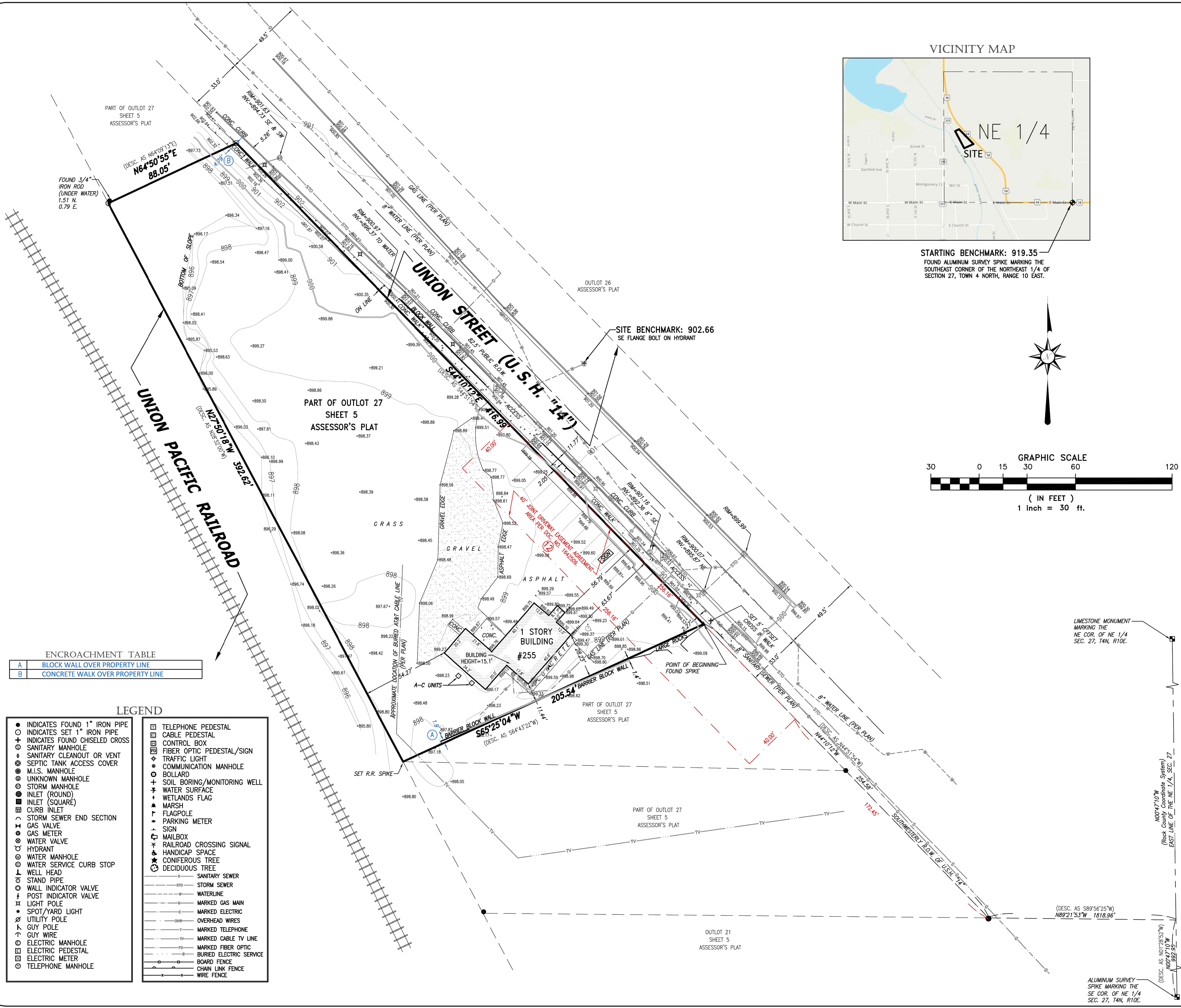
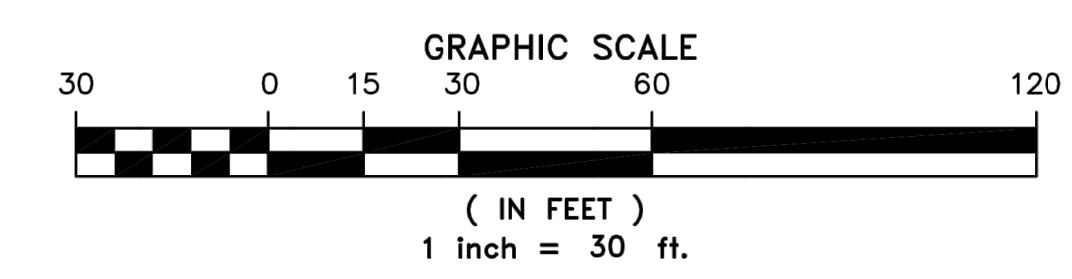
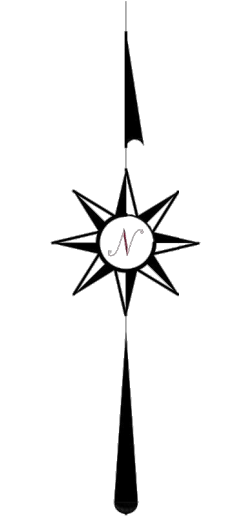
Date	Revision description

CHAPUT LAND SURVEYS
234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

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STARTING BENCHMARK: 919.35
FOUND ALUMINUM SURVEY SPIKE MARKING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 4 NORTH, RANGE 10 EAST.



ENCROACHMENT TABLE

A	BLOCK WALL OVER PROPERTY LINE
B	CONCRETE WALK OVER PROPERTY LINE

LEGEND

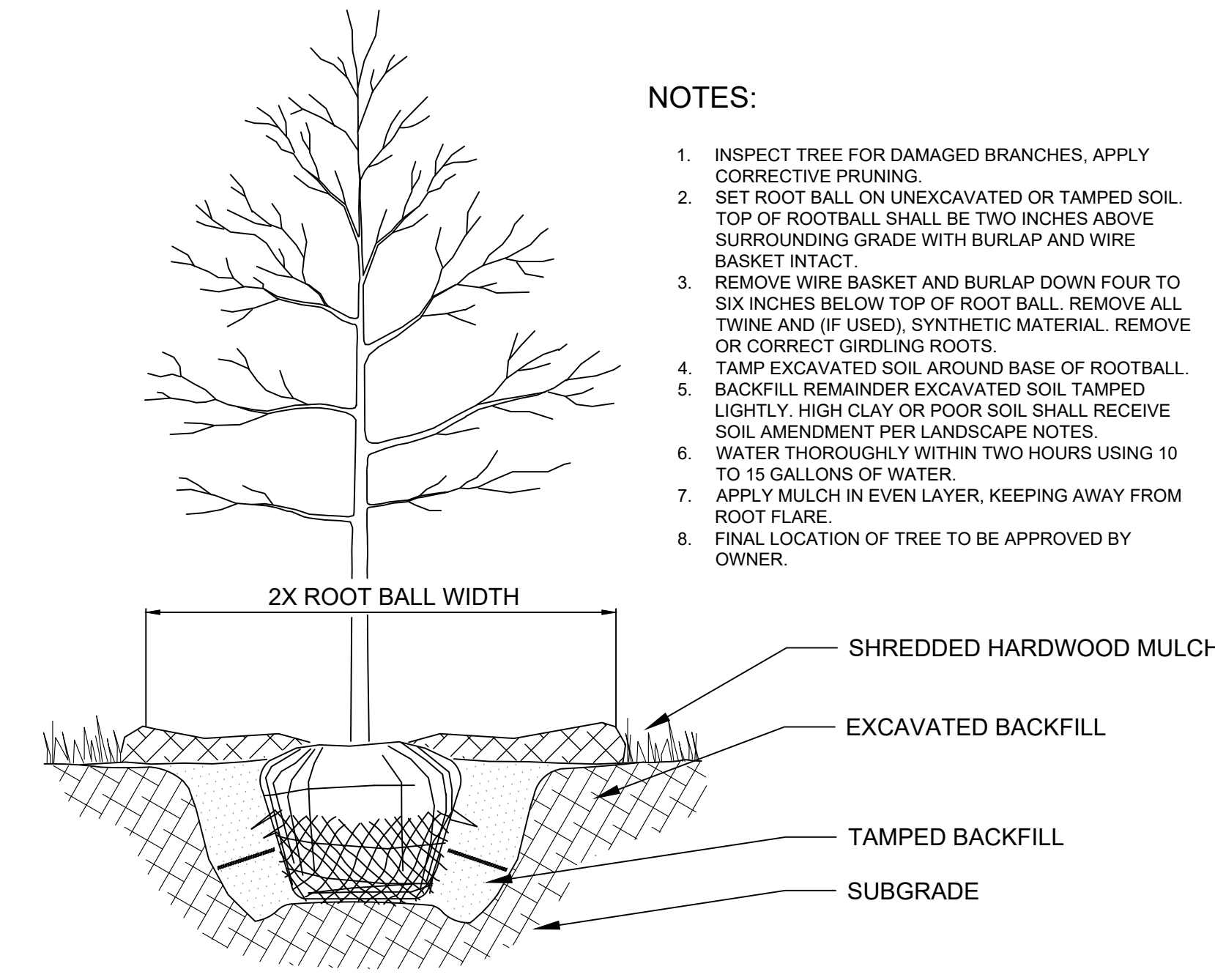
● INDICATES FOUND 1" IRON PIPE	□ TELEPHONE PEDESTAL
○ INDICATES SET 1" IRON PIPE	□ CABLE PEDESTAL
+ INDICATES FOUND CHISELED CROSS	□ CONTROL BOX
⊙ SANITARY MANHOLE	□ FIBER OPTIC PEDESTAL/SIGN
⚡ SANITARY CLEANOUT OR VENT	⊙ TRAFFIC LIGHT
⊙ SEPTIC TANK ACCESS COVER	⊙ COMMUNICATION MANHOLE
⊙ M.I.S. MANHOLE	⊙ BOLLARD
⊙ UNKNOWN MANHOLE	+ SOIL BORING/MONITORING WELL
⊙ STORM MANHOLE	⊙ WATER SURFACE
⊙ INLET (ROUND)	⊙ WETLANDS FLAG
⊙ INLET (SQUARE)	▲ MARSH
⊙ CURB INLET	⊙ FLAGPOLE
⊙ STORM SEWER END SECTION	⊙ PARKING METER
⊙ GAS VALVE	⊙ SIGN
⊙ GAS METER	⊙ MAILBOX
⊙ WATER VALVE	⊙ RAILROAD CROSSING SIGNAL
⊙ HYDRANT	⊙ HANDICAP SPACE
⊙ WATER MANHOLE	⊙ CONIFEROUS TREE
⊙ WATER SERVICE CURB STOP	⊙ DECIDUOUS TREE
⊙ WELL HEAD	— SANITARY SEWER
⊙ STAND PIPE	— STORM SEWER
⊙ WALL INDICATOR VALVE	— WATERLINE
⊙ POST INDICATOR VALVE	— MARKED GAS MAIN
⊙ LIGHT POLE	— MARKED ELECTRIC
⊙ SPOT YARD LIGHT	— OVERHEAD WIRES
⊙ UTILITY POLE	— MARKED TELEPHONE
⊙ GUY WIRE	— MARKED CABLE TV LINE
⊙ ELECTRIC MANHOLE	— MARKED FIBER OPTIC
⊙ ELECTRIC PEDESTAL	— ELECTRIC SERVICE
⊙ ELECTRIC METER	— BOARD FENCE
⊙ TELEPHONE MANHOLE	— CHAIN LINK FENCE
	— WIRE FENCE

CHAPUT LAND SURVEYS

Drawing name: K:\GIS_DEVA\168708008_DollarGeneral_Evansville_MV2 Design\CAD\PlanSheets\L2.0 LANDSCAPE PLAN.dwg L2.0 LANDSCAPE NOTES AND DETAILS Feb 09, 2021 6:49pm by Brett Hickey
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

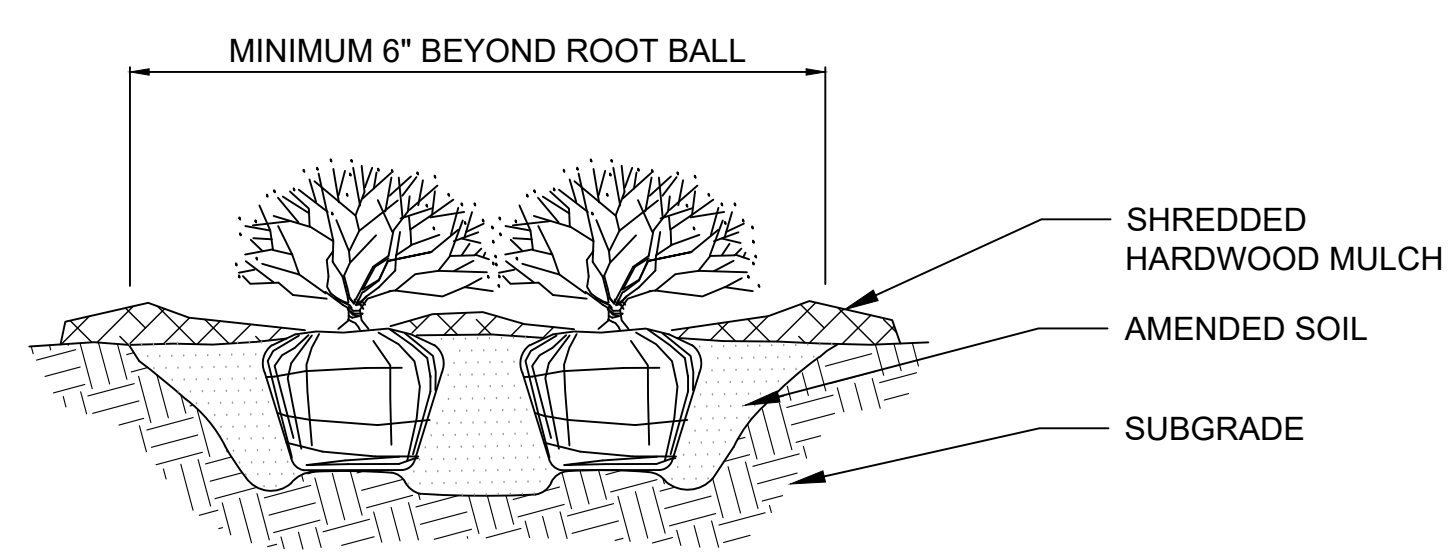


1-800-242-8511



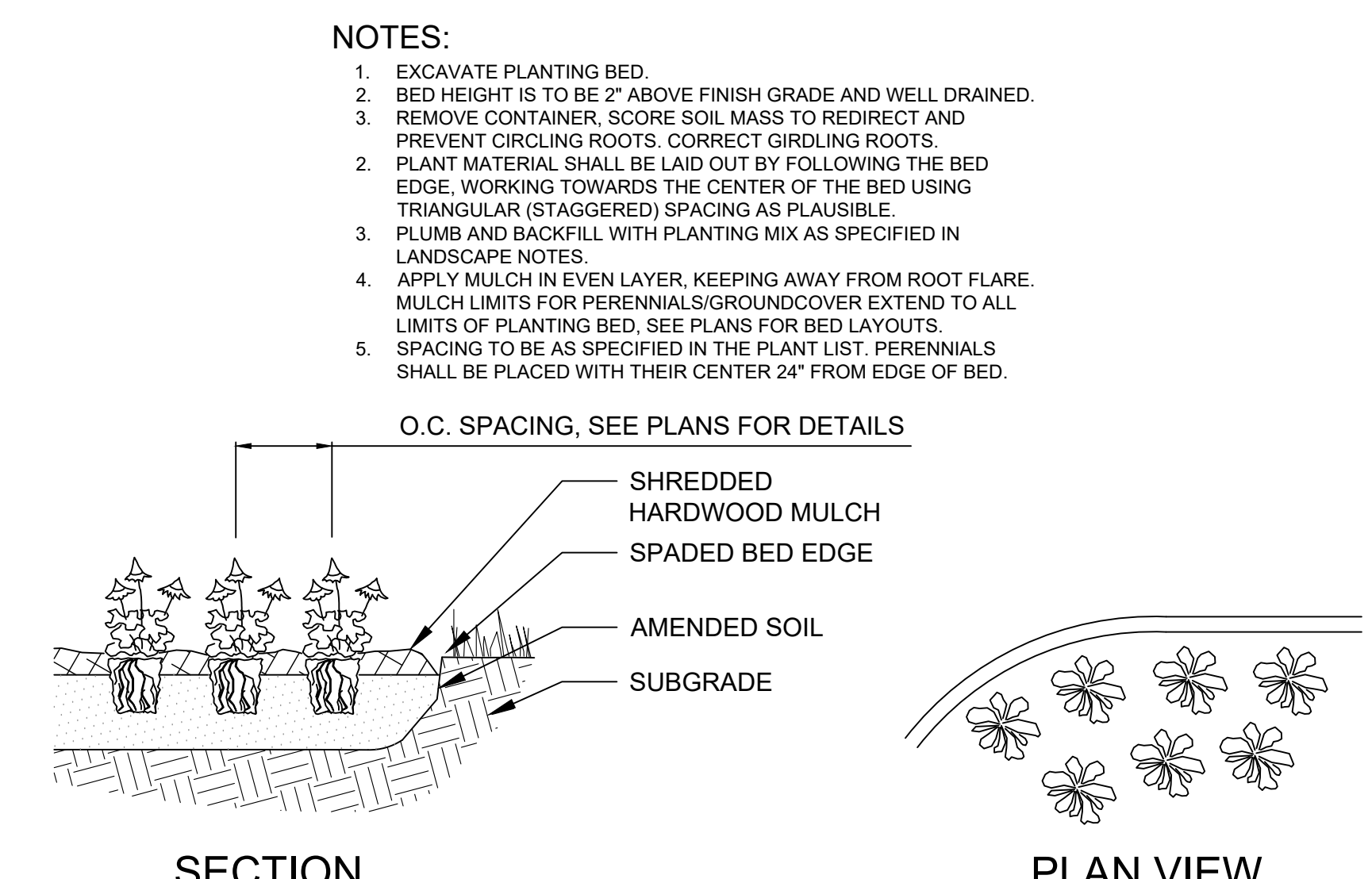
- NOTES:**
1. INSPECT TREE FOR DAMAGED BRANCHES. APPLY CORRECTIVE PRUNING.
 2. SET ROOT BALL ON UNEXCAVATED OR TAMPED SOIL. TOP OF ROOTBALL SHALL BE TWO INCHES ABOVE SURROUNDING GRADE WITH BURLAP AND WIRE BASKET INTACT.
 3. REMOVE WIRE BASKET AND BURLAP DOWN FOUR TO SIX INCHES BELOW TOP OF ROOT BALL. REMOVE ALL TWINE AND (IF USED), SYNTHETIC MATERIAL. REMOVE OR CORRECT GIRDLING ROOTS.
 4. TAMP EXCAVATED SOIL AROUND BASE OF ROOTBALL.
 5. BACKFILL REMAINDER EXCAVATED SOIL TAMPED LIGHTLY. HIGH CLAY OR POOR SOIL SHALL RECEIVE SOIL AMENDMENT PER LANDSCAPE NOTES.
 6. WATER THOROUGHLY WITHIN TWO HOURS USING 10 TO 15 GALLONS OF WATER.
 7. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE.
 8. FINAL LOCATION OF TREE TO BE APPROVED BY OWNER.

1 TREE PLANTING NTS



- NOTES:**
1. APPLY CORRECTIVE PRUNING.
 2. SET ROOT BALL OR CONTAINER ON UNEXCAVATED OR TAMPED SOIL. TOP OF ROOTBALL (CONTAINER) SHALL BE ONE INCH ABOVE SURROUNDING GRADE. FOR LARGER SHRUBS WITHIN PLANTING BED DIG A DEEPER PIT ONLY FOR THOSE SHRUBS.
 3. REMOVE BURLAP FROM TOP HALF THE LENGTH OF ROOTBALL. TWINE AND (IF USED) SYNTHETIC MATERIAL SHALL BE REMOVED FROM PLANTING BED. FOR CONTAINER GROWN SHRUBS, REMOVE CONTAINER AND LOOSEN ROOTS PRIOR TO INSTALLATION.
 4. REMOVE OR CORRECT GIRDLING ROOTS.
 5. PLUMB AND BACKFILL WITH AMENDED SOIL PER LANDSCAPE NOTES. WATER THOROUGHLY WITHIN TWO HOURS.
 6. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE. MULCH LIMITS FOR SHRUBS EXTEND TO ALL LIMITS OF PLANTING BED. SEE PLANS FOR BED LAYOUTS.

2 SHRUB PLANTING NTS



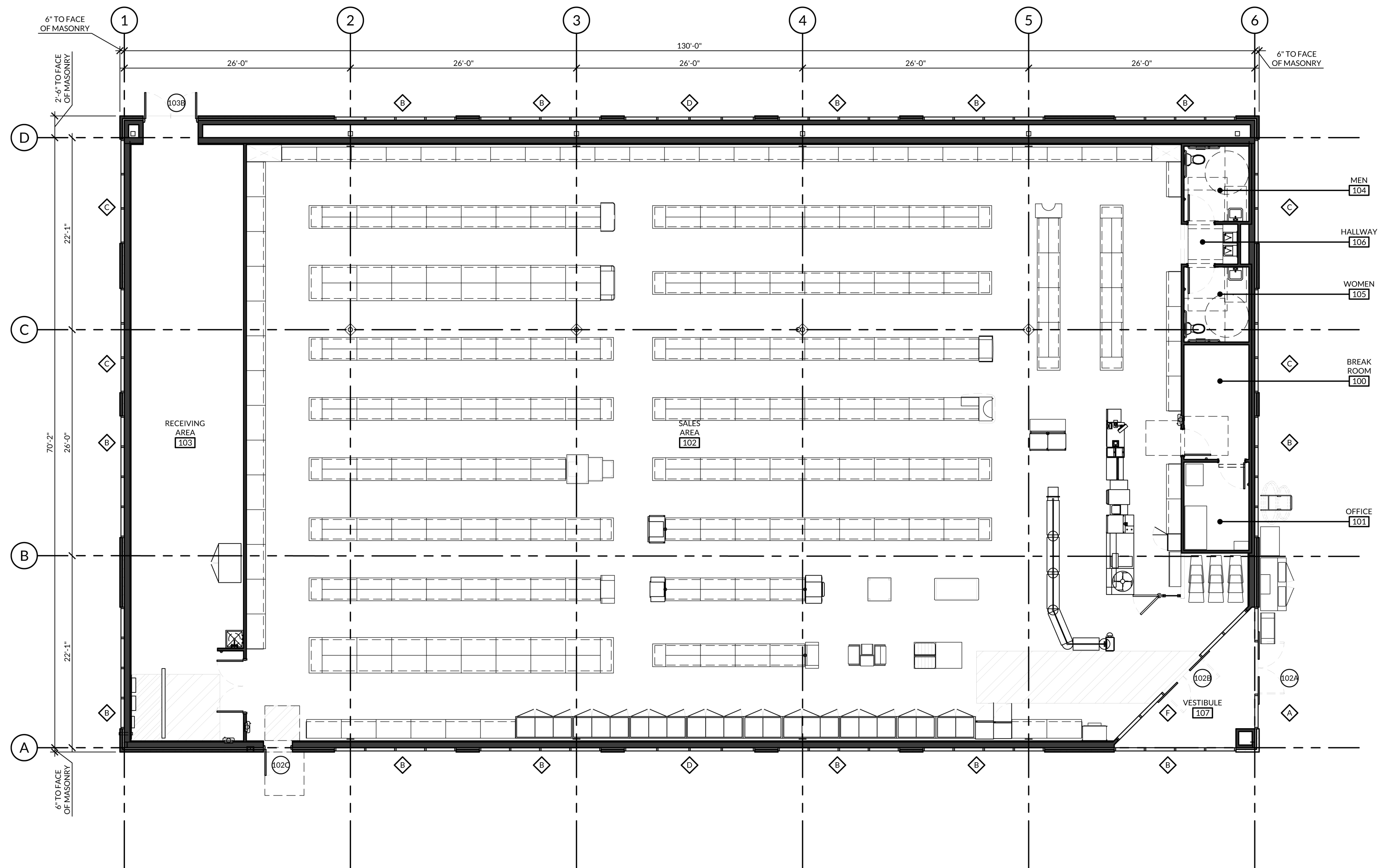
- NOTES:**
1. EXCAVATE PLANTING BED.
 2. BED HEIGHT IS TO BE 2" ABOVE FINISH GRADE AND WELL DRAINED.
 3. REMOVE CONTAINER, SCORE SOIL MASS TO REDIRECT AND PREVENT CIRCLING ROOTS. CORRECT GIRDLING ROOTS.
 4. PLANT MATERIAL SHALL BE LAID OUT BY FOLLOWING THE BED EDGE, WORKING TOWARDS THE CENTER OF THE BED USING TRIANGULAR (STAGGERED) SPACING AS PLAUSIBLE.
 5. PLUMB AND BACKFILL WITH PLANTING MIX AS SPECIFIED IN LANDSCAPE NOTES.
 6. APPLY MULCH IN EVEN LAYER, KEEPING AWAY FROM ROOT FLARE. MULCH LIMITS FOR PERENNIALS/GROUND COVER EXTEND TO ALL LIMITS OF PLANTING BED. SEE PLANS FOR BED LAYOUTS.
 7. SPACING TO BE AS SPECIFIED IN THE PLANT LIST. PERENNIALS SHALL BE PLACED WITH THEIR CENTER 24" FROM EDGE OF BED.

3 PERENNIAL PLANTING NTS

LANDSCAPE NOTES

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING MATERIALS AND PLANTS SHOWN ON THE LANDSCAPE PLAN. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT LANDSCAPE, PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION OR DURING THE SPECIFIED MAINTENANCE PERIOD. CALL FOR UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.
2. THE CONTRACTOR SHALL REPORT ANY DISCREPANCY IN PLAN VS. FIELD CONDITIONS IMMEDIATELY TO THE LANDSCAPE ARCHITECT, PRIOR TO CONTINUING WITH THAT PORTION OF WORK.
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
5. ALL PLANTS TO BE SPECIMEN GRADE, WELL BRANCHED, HEALTHY, FULL, PRE-INOCULATED AND FERTILIZED. PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, AND SCARS. PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES. PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES. TRUNKS WILL BE WRAPPED IF NECESSARY TO PREVENT SUN SCALD AND INSECT DAMAGE. THE LANDSCAPE CONTRACTOR SHALL REMOVE THE WRAP AT THE PROPER TIME AS PART OF THIS CONTRACT.
6. THE OWNER'S REPRESENTATIVE MAY REJECT ANY PLANT MATERIALS THAT ARE DISEASED, DEFORMED, OR OTHERWISE NOT EXHIBITING SUPERIOR QUALITY.
7. ALL NURSERY STOCK SHALL BE GUARANTEED, BY THE CONTRACTOR, FOR ONE YEAR FROM DATE OF FINAL INSPECTION. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNERS WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
8. PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
9. PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
10. TOPSOIL SHALL BE PROVIDED AND GRADED BY THE GENERAL CONTRACTOR UP TO 6 INCHES BELOW FINISHED GRADE IN TURF AREAS AND 18 INCHES IN PLANTING AREAS.
11. PLANTING AREA TOPSOIL SHALL BE AMENDED WITH 25% SPHAGNUM PEATMOSS, 5% HUMUS AND 70% PULVERIZED SOIL FOR ALL NON TURF SEED MIX AREAS, SHRUB, ORNAMENTAL GRASS, PERENNIAL AND ANNUAL BEDS.
12. SEED/SOD LIMIT LINES ARE APPROXIMATE. CONTRACTOR SHALL SEED/SOD ALL AREAS WHICH ARE DISTURBED BY GRADING WITH THE SPECIFIED SEED/SOD MIXES.
13. EDGING TO BE A SPADED EDGE UNLESS INDICATED OTHERWISE ON THE PLANS. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. A SPADED BED EDGE SHALL SEPARATE MULCH BEDS FROM TURF OR SEEDED AREAS. A SPADED EDGE IS NOT REQUIRED ALONG CURBED EDGES.
14. CONTRACTOR SHALL INSTALL SHREDDED HARDWOOD MULCH AT A 3" DEPTH TO ALL TREES, SHRUB, PERENNIAL, AND GROUND COVER AREAS. TREES PLACED IN AREA COVERED BY TURF SHALL RECEIVE A 4 FT WIDE MAXIMUM TREE RING WITH 3" DEPTH SHREDDED HARDWOOD MULCH.
15. INSTALLATION OF TREES WITHIN PARKWAYS SHALL BE COORDINATED IN THE FIELD WITH LOCATIONS OF UNDERGROUND UTILITIES. TREES SHALL NOT BE LOCATED CLOSER THAN 5' FROM UNDERGROUND UTILITY LINES AND NO CLOSER THAN 10' FROM UTILITY STRUCTURES.
16. DO NOT DISTURB THE EXISTING PAVING, LIGHTING, OR LANDSCAPING THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLAN.
17. ALL DISTURBED AREAS TO BE SODDED OR SEEDED, UNLESS OTHERWISE NOTED. SOD/SEED SHALL BE LOCAL HARDY TURF GRASS MIX UNLESS, OTHERWISE NOTED.
18. PLANT QUANTITIES SHOWN ARE FOR THE CONVENIENCE OF THE OWNER AND JURISDICTIONAL REVIEW AGENCIES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES AS DRAWN.
19. THE CONTINUED MAINTENANCE OF ALL REQUIRED LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY ON WHICH SAID MATERIALS ARE REQUIRED. ALL PLANT MATERIALS REQUIRED BY THIS SECTION SHALL BE MAINTAINED AS LIVING VEGETATION AND SHALL BE PROMPTLY REPLACED IF THE PLANT MATERIAL HAS DIED PRIOR TO FINAL ACCEPTANCE. PLANTING AREAS SHALL BE KEPT FREE OF TRASH, LITTER, AND WEEDS AT ALL TIMES.

NO.	REVISIONS	DATE	BY
<small>© 2021 KIMLEY-HORN AND ASSOCIATES, INC. 4201 WINFIELD ROAD, SUITE 600 EVANSVILLE, IN 47712-2550 PHONE: 812-487-2550 WWW.KIMLEY-HORN.COM</small>			
SCALE: AS NOTED	DESIGNED BY: JPM	DRAWN BY: JPM	CHECKED BY: JMM
THE OVERLAND GROUP			
LANDSCAPE NOTES AND DETAILS			
DOLLAR GENERAL <small>255 N UNION ROAD (US HWY 14) EVANSVILLE, WI 53536</small>			
ORIGINAL ISSUE: 02/09/2021			
KHA PROJECT NO. 168708008			
SHEET NUMBER			
L2.0			



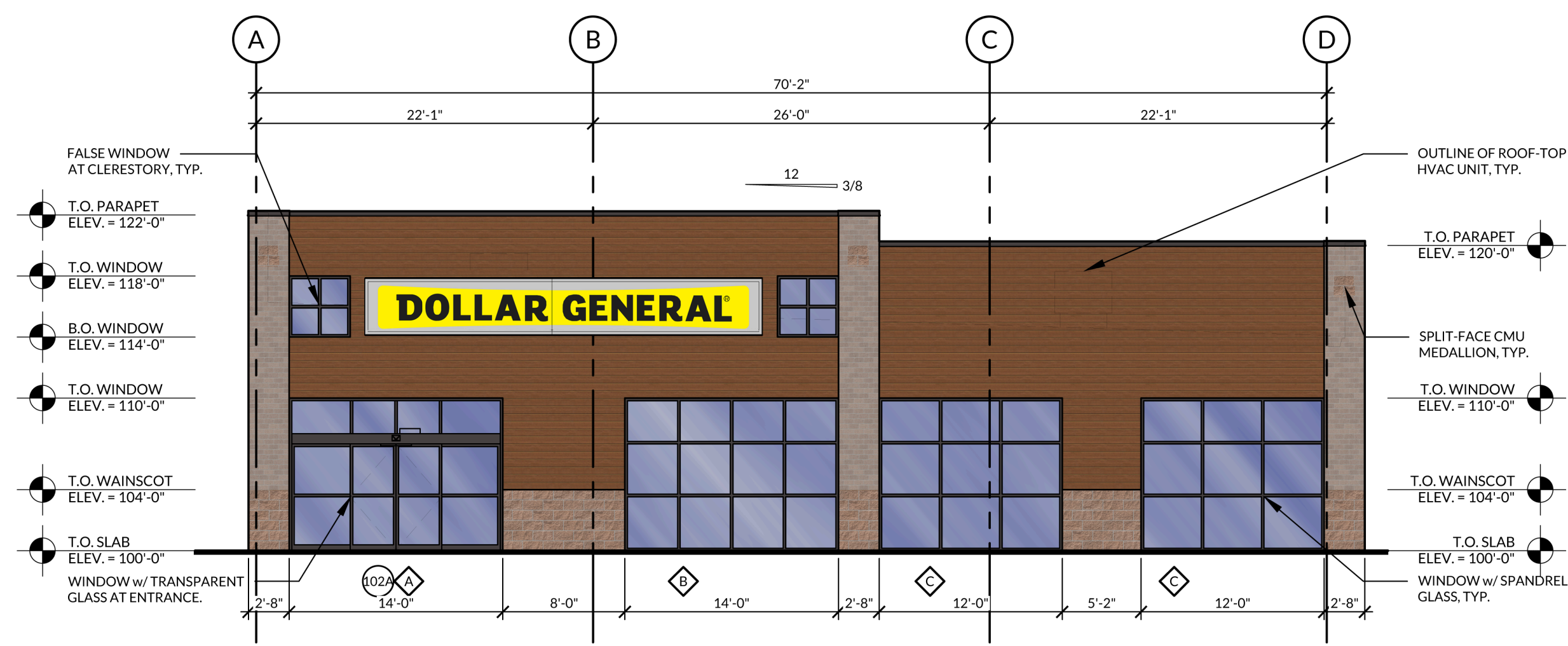
1 FLOOR PLAN
SCALE: 1/8"=1'-0"



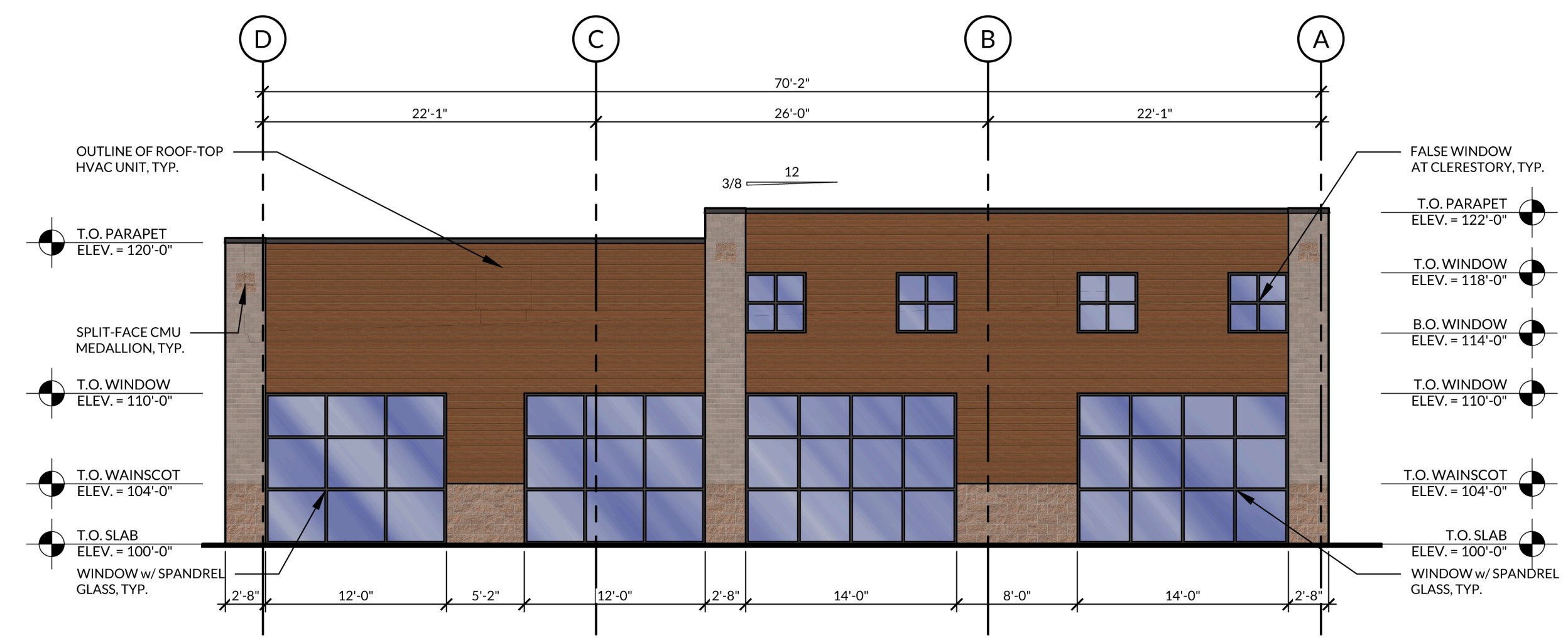
Proposed Store for:



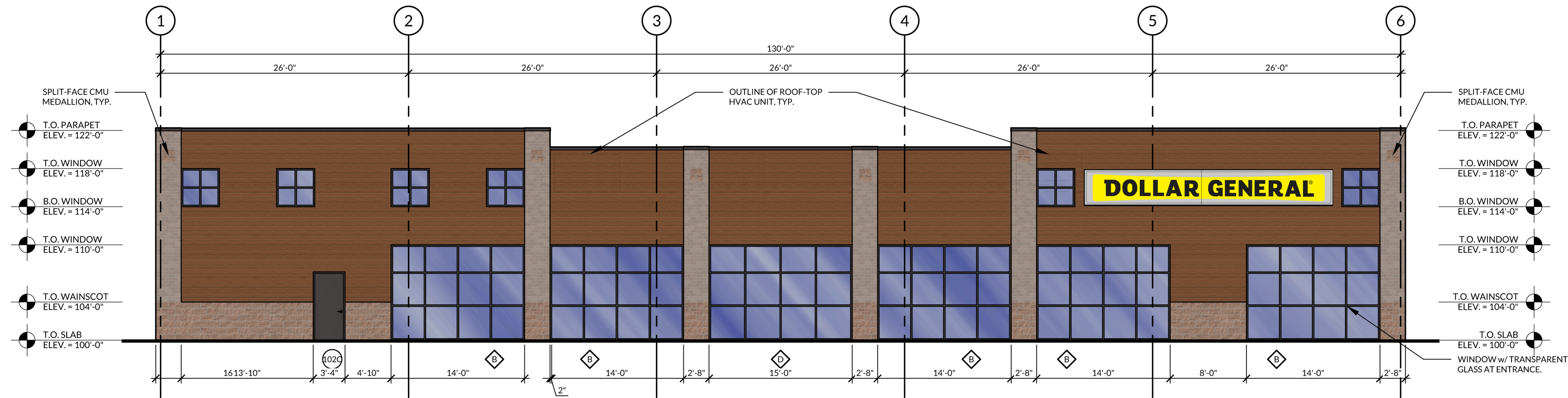
Union Street/U.S. Highway 14
Evansville, Rock County, Wisconsin 53536



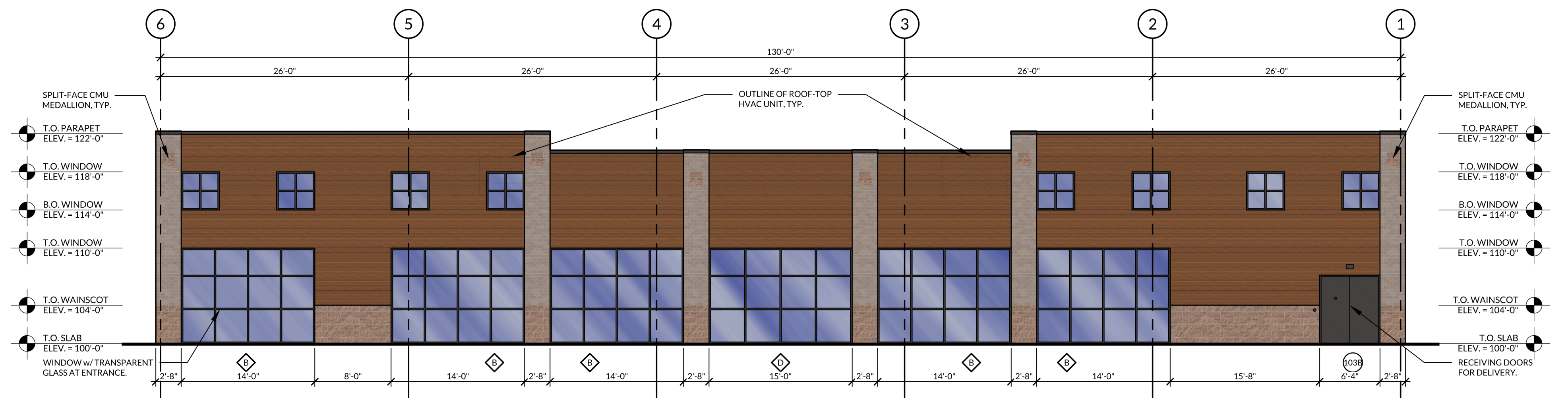
1 WEST ELEVATION
SCALE: 1/8"=1'-0"



2 EAST ELEVATION
SCALE: 1/8"=1'-0"



3 NORTH ELEVATION
SCALE: 1/8"=1'-0"



4 SOUTH ELEVATION
SCALE: 1/8"=1'-0"



Nichiha Panel
Vintagewood
Color: Redwood



Split-Face
CMU
Color: Sahara Sand

Proposed Store for:



Union Street/U.S. Highway 14
Evansville, Rock County, Wisconsin 53536



Acme Brick
Utility Size
Color: Slate Gray



Aluminum Frame/
Metal Frame
Color: Dark Bronze



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

RE: SP-2021-03 -Dollar General Evansville

Mayer, Joe <Joe.Mayer@kimley-horn.com>

Wed, Mar 24, 2021 at 12:11 PM

To: Jason Sergeant <jason.sergeant@ci.evansville.wi.gov>, Mike Sebben <msebben@tdp-arch.com>

Jason,

Thanks for your patience on this resubmittal. I have attached a revised site plan per your comments. Before we formally resubmit, we were hoping we could get some preliminary feedback on the revised approach as well as some clarification on the architectural renderings:

Site Plan Changes

- Dollar General sites have to accommodate a WB-62 Semi-Trailer for deliveries. The Truck has to access the rear delivery door, which presents challenges to site access. We believe we can accommodate with the following changes:
 - Two access points (as in existing conditions) so the truck does not have to turn around within the site
 - 28 ft drive aisles so the truck does not hop the curb when entering and exiting
- We are proposing that the parcel be split to meet the building frontage requirements:
 - Dollar General Lot
 - 0.91 acres, 271 ft of frontage
 - Building spans approximately 48% of the frontage
 - We would propose a landscape wall in front of the parking to reach the required 60%
 - Remaining lot
 - 0.41 acres, 145 ft of frontage
 - Does this parcel meet the minimum requirement of the ordinance, and can it be split?

Architectural Clarifications:

1. Can the glazing be spandrel glass? Shelving/Refrigeration is on practically all walls of the store and any transparent glass would reveal the backs of these items. Additionally, the glass in the clerestory is specifically added to give the impression of a second story per Allen Creek Plan guidelines. Transparent glass would not be practical.
2. Opening up the corner entrance, while possible, would require eliminating the Vestibule. Per 2015 Energy Code, we are allowed an air curtain in lieu of a Vestibule. We want to verify that this is acceptable.
3. The current rendering shows the RTU/HVAC equipment screened by means of extending the parapet walls. Are other methods acceptable such as individual screens. We would like to avoid having parapets on all four sides if possible due to potential roof drainage issues.
4. Are there specific requirements for the exterior lighting in addition to dark sky compliance, i.e. style, aesthetics, etc.?

Joseph Mayer, P.E.

Kimley-Horn | 4201 Winfield Road, Suite 600, Warrenville, IL 60555

Direct: 630 487 5563 | Mobile: 773 972 7491

From: Mayer, Joe

Sent: Tuesday, March 23, 2021 4:55 PM

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

Subject: RE: SP-2021-03

