

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 might 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, January 5, 2021, 6:00 p.m.

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

AGENDA

1. Call to Order
2. Roll Call
3. Motion to Approve Agenda
4. Motion to waive the reading of the minutes from the December 15, 2020 meeting and approve them as printed.
5. Civility Reminder
6. Citizen appearances other than agenda items listed
7. New Business
 - A. Discussion and Possible Motion to Recommend *LICENSE AGREEMENT FOR WIRELESS ATTACHMENTS TO POLES BETWEEN CITY OF EVANSVILLE AND UNITED STATES CELLULAR OPERATING COMPANY, LLC*.
 - B. Possible Discussion of Ordinance 2020-13, Chapter 130 Zoning.
 - C. Discussion and Review of *North Allen Creek Redevelopment Plan*.
8. Monthly Reports
 - A. Report on other permitting activity by Zoning Administrator
 - B. Report of the Evansville Historic Preservation Commission
 - C. Report on Common Council actions relating to Plan Commission recommendations
 - D. Report on Board of Appeals actions relating to zoning matters
 - E. Report on enforcement
 - F. Planning education/news
9. Next Virtual Meeting Dates: Tuesday, February 2, 2021 at 6:00pm; Tuesday, March 2, 2021 at 6:00pm; Tuesday, April 6, 2021 at 6:00pm; and Tuesday, May 4, 2021 at 6:00pm
10. Motion to Adjourn

-Mayor Bill Hurtle, Plan Commission Chair

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**City of Evansville Plan Commission
Regular Meeting
December 15, 2020, 2:00 p.m.
Meeting held virtually due to COVID-19 Guidelines**

MINUTES

1. **Call to Order** at 6:00 pm.
2. **Roll Call:**

| Members | Present/Absent | Others Present |
|---------------------------|-----------------------|---|
| Mayor Bill Hurtley | P | Community Development Director Jason Sergeant |
| Aldersperson Rick Cole | P | Dave Olsen |
| Aldersperson Erika Stuart | P | Noah Hurley |
| Bill Hammann | P | Matt Brown, 685 Hillside Court |
| John Gishnock | P | Roger Berg, Township Resident |
| Mike Scarmon | P | Ry Thompson, 102 Garfield |
| Susan Becker | P | Andy Phillips, Township Resident |
| | | Lori and Kyle Allen |
| | | Bob Murray |

3. **Motion to approve the agenda, by Cole, seconded by Stuart. Approved unanimously.**
4. **Motion to waive the reading of the minutes from the December 1, 2020 Meeting and approve them as printed by Cole, seconded by Stuart. Approved unanimously.**
5. **Civility Reminder.** Hurtley noted the City’s commitment to civil discourse.
6. **Citizen appearances other than agenda items listed.** None
 - A. **Introductions and Goal Statement (10 minutes).** Hurtley asked what Sergeants plan was with this agenda item. Sergeant shared he realized after doing the minutes form last week’s meeting, not everyone was on the same page with the goals of this meeting. Therefore, he hoped that all those on the call that intend to participate can introduce themselves and let everyone know what they hope to get out of this meeting. Sergeant shared he is the community development director and is hoping to better understand what some of the concerns and questions are about the ordinance and get some better guidance from Plan Commission on what their next steps are. Stuart introduced herself as a member of the Plan Commission and hopes to hear more from developers about the concerns with the meeting two weeks ago and hopes to move forward in a collaborative way. Rick Cole is on Plan commission and common council and is here to listen to input form the public on the item on the agenda. John Gishnock is on the plan commission and with formecology and is here to listen and learn and make the best decision for the building community and the city. Mike Scarmon is with Plan Commission and is here to listen to specific from the building and developer community as to what the challenges are with the new ordinance and have a good discussion on the goals over all and make sure everyone is on the same page with where this came from in the beginning. Bill Hammann is a plan commission

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member and is here to listen to everyone's concerns with ordinance 2020-13. Susan Becker is a community member of the plan commission and is interested in hearing how the builders in the community can align with the smart growth comprehensive plan and have a conversation on what that might look like. Bill Albright is a land owner and involved in development and interested in the new ordinance and how this may affect the future of development and building in Evansville. Roger Berg is representing a lot of the people that are on today and he sent a package and was unsure if plan commission received it. He wants to go through that package and call on people while he does so. Phill Mass is an area property owner and looked at the many pages of the ordinance and wants to listen and understand what all the verbiage actually means. Sergeant asked if anyone else wants to introduce themselves and state a goal. Lori Allen from Allen Realty and Allen Flatwork said she was here to listen and share. Ry Thompson said he was interested in listening and observing and hopes to share more about next generation neighborhoods

7. New Business

- A. Staff Overview of Ordinance 2020-13, Chapter 130 Zoning. (15 minutes).** Sergeant shared highlights of last meeting's report. Including the ordinance comes from a comprehensive plan adopted in 2015 that had several surveys and plans including a visual preference survey. The Plan Commission also covered a few other priorities of the plan, including overhaul of historic ordinances, rewrite of commercial zoning ordinances, and implementation of a property maintenance ordinance. The business overhaul occurred about 2 years ago allows more density and larger commercial buildings with a mix of uses. From original staff report:
- Dating back to efforts began in 2014, the plan guides the Plan Commission to update zoning ordinances to reflect public input, and this includes increasing density on a lot, putting pedestrians first, and creating a visually appealing streetscape. Some highlights from the plan:
 - Written survey data showed that many residents had concern over the idea of multifamily housing and accelerated community growth. However, over 70% preferred Evansville be a highly walkable community.
 - The visual preference survey used 50 images of different types of building and development to ask the public to rate each image and leave comments if desired. The results of the visual survey contrasted and clarified the results of the written survey, specifically demonstrating that multi-family homes were often rated higher than single family homes. All of the highly rated images of multi-family homes had a traditional appearance with large porches and limited or no garages. Excerpts from the surveys are attached.
 - Page 34 of the Comp Plan outlines ADUs as a priority, and as an opportunity to convert existing living space into a dwelling with minimal cost. Staff has been approached by two homeowners that would like to build ADUs on their property and three additional who would like to convert vacant space above garages back into legal rentable units. ADUs open up the possibility to generate income to offset high housing costs. The net result would be a more affordable rental unit as well as a more affordable single-family home. Effectively this creates two affordable living units simultaneously.
 - Pages 39-41 highlights the importance to change the zoning code to respond to the communities' preference for a variety of housing types, including smaller units, and units with a higher quality of design
 - Page 44 outlines specific action steps to update the zoning code

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- Page 162 outlines a plan theme of making residential development more attractive and more walkable as requested in surveys. This includes more sidewalks, range of lot sizes, building design that reflects historic character, narrower streets, homes that can be used multi-generationally, and homes that include entrances oriented toward the street, and rear parking.
- Pages 168 and 169 include examples of housing types requested by survey data and again outline subdivision revisions that need to be undertaken, including buildings placed closer to the street, mix of land uses, neighborhood amenities, narrow streets, pedestrian oriented design of housing, reducing the visual impact of front facing protruding garages.
- The proposed Ordinance responds to the plan, but doesn't go as far as suggested (EG allowing only rear loading garages) the proposed ordinance:
- Increase access to affordable housing by allowing homeowners to add ADUs to their property, provides the ability to build two equally sized units on one lot, and reduces the minimum required home size.
- Increases equity of housing amongst various demographics by allowing seniors to “age in place” and provide ability for a true multi-generational home.
- Responds to public input for more pedestrian friendly neighborhoods by encouraging front porches, reducing setbacks, allowing architectural details in setbacks, reducing amount garage and driveway oriented towards pedestrians
- Increases amount of house that can be placed on a lot
- Increases the visual appeal and safety of the streetscape and encourages pedestrians to feel like they have priority by encouraging garages to be recessed, thereby getting parked cars further from the sidewalk, adding front porches to better allow for ‘eyes on the street’ to monitor neighborhood.
- Reduces the total amount of the lot that can be covered by impervious surface.
- Reduces the rear yard setback for accessory structures
- City Staff and Plan Commission have heard numerous concerned residents comment on the appearance of many developments with a typical list of concerns that include, quality of design, landscaping, and reducing the amount of garage facing the street. Evansville has seen this type of construction since the plan's adoption. Three homes in the historic district have been constructed without front facing garages. An additional home has been constructed in the last year with a similar traditional appearance. The City has seen the value of these properties compete with newer construction and outpace the neighborhoods they are located in.
- Traditional neighborhood design that reduces garage clutter and increases density is being constructed more and more often as a response to buyer's demand in city's north of Evansville. This represents Evansville's “competition” and further highlights the importance to assure Evansville stays the fastest growing community in the county.
- Sergeant shared some high and low rated images from the Visual Preference Survey. He noted the opposition demonstrated by comments and ratings for multi-family home with majority garages in the front yard.
- Sergeant reviewed the drafted ordinance explaining front porches can now be in the front setback areas and side yards can be reduced if the home has a smaller garage, front porch, second story, or narrow driveway. Driveway widths are limited to 20 feet at sidewalk, most seem to be 18’.

Sergeant also shared what was newly learned from neighboring ordinances, including:

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- City Staff spoke with a half dozen area planners and discovered several ways regulations are used to this is being handled
- Madison limits garage frontage to 50% of front façade and requires the garage set back from main façade
- Oregon places design restrictions in subdivision agreements that include restriction of garage frontage
- Fitchburg requires residential to have a 60% frontage build out on the lot, meaning there must be a building façade at the setback line for 60% of the lot width. Garages are generally required to be in the rear third of the property. Driveways are a max of 10' in the first portion of the lot and it is allowed to widen after a certain distance to provide access to the garage.
- Planning staff from two regional planning firms confirmed the 50% provision is common and reflective of “trend in buyer preferences for a traditional neighborhood”
- Altoona limits garage frontage to 50% and recommends recessing behind main façade
- Kenosha requires side loaded garages to have a window facing street
- Maximum extension of garages from house is 10 feet
- Entrance emphasized by covered porch
- Suburban Milwaukee Area: restrictions on lot coverage to 35%
- Limit accessory building height to 16'
- Design regulations for ADUs
- Limit to 50% for garage coverage
- Limit of no more than two car garage facing street
- Garages recessed 20' form main building façade
- 33 feet minimum distance between driveways
- Exemplified of more dense development, see fly over video here:
<https://www.facebook.com/terravessa/>

Sergeant also mentioned affordability is a high priority and they only way to achieve this is through increased density to allow more users to share the cost of the utilities and city services.

B. Public and Commission Discussion of Ordinance 2020-13, Chapter 130 Zoning. (50 minutes). Hurtley mentioned there will not be a vote today on the ordinance and was unsure if anyone had sent Sergeant questions ahead of time. Berg asked if he should go through the packet he submitted. Hurtley asked if the questions were submitted to Sergeant in advance. Berg said he gave it to Jason and would like to now review the packet to explain the problem. Berg reviewed a packet and shows homes designed for lots in Evansville and showed plans that did not comply with the ordinance. Berg walked through several examples, highlighting each plan drawn up and how it would not meet the standards in the ordinance. Some problems include garages that are at the setback line and could not have a 30 feet or wider driveway. A duplex plan illustrated a duplex with shared driveway and no ability to properly calculate garage frontage. Berg shared two car garage plans and said they are not popular. Plans that have a tandem garage, but berg also said this is not popular on an upper middle-class home. Berg said one size won't fit all. He described more two car and three car garage plans that have driveways as a problem. A plan showed a garage that split entrances onto two streets. Some items that work are prefab homes. Brown went through his individual house and drove through town with Scarmon and

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Stuart said there was a consensus that homes on hillside court are nice and would not be able to be built again. Brown also said the pie shaped lots wouldn't allow for front yard driveways as a result of impervious percentage.

Sergeant clarified Hurtley's question and mentioned he receive all the information in the packet in the last two days and was only asked one question. He stated that he has not reviewed all of the information in the submitted plans to be able to comment on the accuracy or was he able to give any feedback.

Andy Phillips wanted to touch base and say that when looking at what residents want in town he would have to look at what people are buying tight now. People that are buying 350 350 thousand homes are liked by a majority of people. Phillips held up a photo of a home for sale and said it has been on the market for a year and a half and is not selling because the garage is too small, even though all other houses are selling.

John Smecko, 2926 n Wright Road, said he builds in other areas and has noticed that areas he builds these ordinances are not common. He thinks er are taking a position to make happen what is in the Madison area, but the customers that are in Madison are different customers than what they were two or three years ago and a younger and want to get out of the Madison area to get out of the restrictions in Madison and have larger setback areas. They also think three car garages are very important in Evansville. Smecko said the logic is backwards and we should be generating as much revenue in town first and then follow what everyone else is doing. He has seen a huge influx of people moving out of areas so they can raise a family and need storage space. Smecko thinks this should be stalled on look at what everyone else is doing. He thinks the 50% rule for garage would mean we would have to have huge lots and the house would be beyond the price of a house that people can afford.

Lori Allen said dissecting housing trends is her company's charge and uses statistics to guide her. She said according to MLS recorded sales in 2019 average sales price was \$275,642, in 32020 new homes had average sales price of \$306,000 in Dane county the average sales price was 400. Ranch homes in Evansville sell for 140k less than Dane county homes. Of 41 new homes sold in Evansville they are here, there is one available home left. Allen said she looks at numbers and things people moved here because of affordability and the respondents of the survey mentioned affordability is a number one factor. Allen said people moved here because of aesthetics and they have importance she expects a neat and clean yard. If aesthetics rise above affordability then what added costs changes may make. 41 families living here now spent in excessive of 3000 to do so. Allen said the minutes said staff and plan commission mentioned comments about the amount of garage frontage in houses. She is confused by this statement and hasn't heard this. Omission. Kyle Allen said we also do work in Dane county for builders and very seldom he can ever remember doing a two-story home and these houses are half a million and said people take their money and build ranches and add square footage to them. He said there are not a lot of two stories with garages in back.

Bob Murray, executive vice president of greenwoods state bank said as a bank he has a interest in the economic growth and his wife is from Evansville. He said the attractive thing of Evansville is that it is more affordable. Murray said he is not a builder. And it sounds like the new ordinance will make construction costs go higher and then the builders will increase costs

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even more.

Dave Olsen said he can't speak to the codes as much as Berg and Brown have done and did some study work on what other communities gave done and in terms of going back to the 2014 community survey, 34% of the mailing was returned and 712 of 2,084 residents responded with overwhelming satisfaction. The survey encouraged written comments that has 300 comments and in those there was no mention of any dissatisfaction with homes. A year later a visual preference survey was done and unfortunately as part of the 2014 community survey and was part of ppp. The visual survey was not included on the plan. He is not certain and cannot answer if the visual preference survey was done because they didn't get the answers they were looking for or they wanted in the 2014 community survey and it was 5 or 6 years ago. Olden stated the visual preference survey got 251 responses and thinks it was about 5% participation and doesn't think that sounds high enough to him to call for action. He also wants to kind of understand that a vps is a tool that can be used to spark dialogue and they are criticized for favoring certain development and care must be taken to understanding the results. As far as the ordinance changes, he printed ordinance from 7 communities in the area and was not able to find any similar provisions as proposed ordinance. Before we get too carried away we need to get back and study this and meaning the city engaging the building community verses the city ignoring the building community and not rely only on community input. He thinks there are customer bases that may not be represented.

Olsen had one more comment that the plan commission should consider that 5 of the 7 communities have multiple R1 zoning for different types of housing and assumes they do that to try and accommodate different neighborhood styles. And he thinks we need to look at the communities that surround us and not Madison or Kenosha.

Smecko said he caught the ordinances and it seems that they will make Evansville a better community and what is proposed is pretty immediate and drastic measures and is too aggressive.

Bill Albright is in the partnership and has developed the lot son the west side and as he looks at those, he is proud and compliments the builders and his concern is they are developing a solution to a problem that doesn't exist and when berg spoke to houses that can be built would be unpopular with neighbors and should go slow and look at individual changes and make sure they really make sense.

Berg thinks that the plan commission set up a sub committee to study this with all the involved stakeholders with two builders, two citizens, two council members and said he was on smart growth in 2000 and studied this. Sergeant let Hurlley know that time is limited if the intention was to do a workshop on designs as asked at the last meeting.

Ry Thompson wanted to express support for the ordinance and ADUs and would like to see diverse homes and doesn't find what is on the west side appealing. Thompson shared he sees a lot of people come to the city to build and see historic Evansville and doesn't think they come to see houses on the west side. He thinks the city is better off and more diverse if the housing looks different and doesn't agree everyone needs a three-car garage to sell a house. He thinks builders can adapt and costs won't be any more for houses with smaller driveways and less concrete.

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C. Discussion and Possible Motion to Remove from the Table and Recommend Ordinance 2020-13, Chapter 130 Zoning to Common Council (15 minutes). Cole said he is still in favor of the plan as presented and there might be tweaks to make down the road. Stuart is not comfortable moving forward with other subdivision approvals and said when she talked to Brown he expressed concern that the non-residents that responded to the survey are not applicable to the rules.

Scarmon said there was a lot of time and thought and he supports the goals of the ordinance and increasing density, something to talk about some other ways to encourage diversity in home styles. He thinks there is demand for what is currently built on the west side but also thinks there is demand for more traditional homes and we should try to achieve that

Becker thanked everyone and said there are people wanting more traditional homes, but they are only buying what is available, we should build three car garages still, just make sure there is homes for everyone. This has been discussed for a long time and we should keep moving forward

Hamman said they formed committees to address aspects of smart growth plan and the only thing that didn't go forward is the building ordinance revisions and now 15 years later we are discussing it again. We should re create a committee using the ordinance and come back with a plan everyone agrees upon.

Gishnock said he sees quality, equitable, sustainable, and diverse construction as a goal of the commission. He sees the ordinance as a way to achieve that. Gishnock asked sergeant if he could address the questions about the survey.

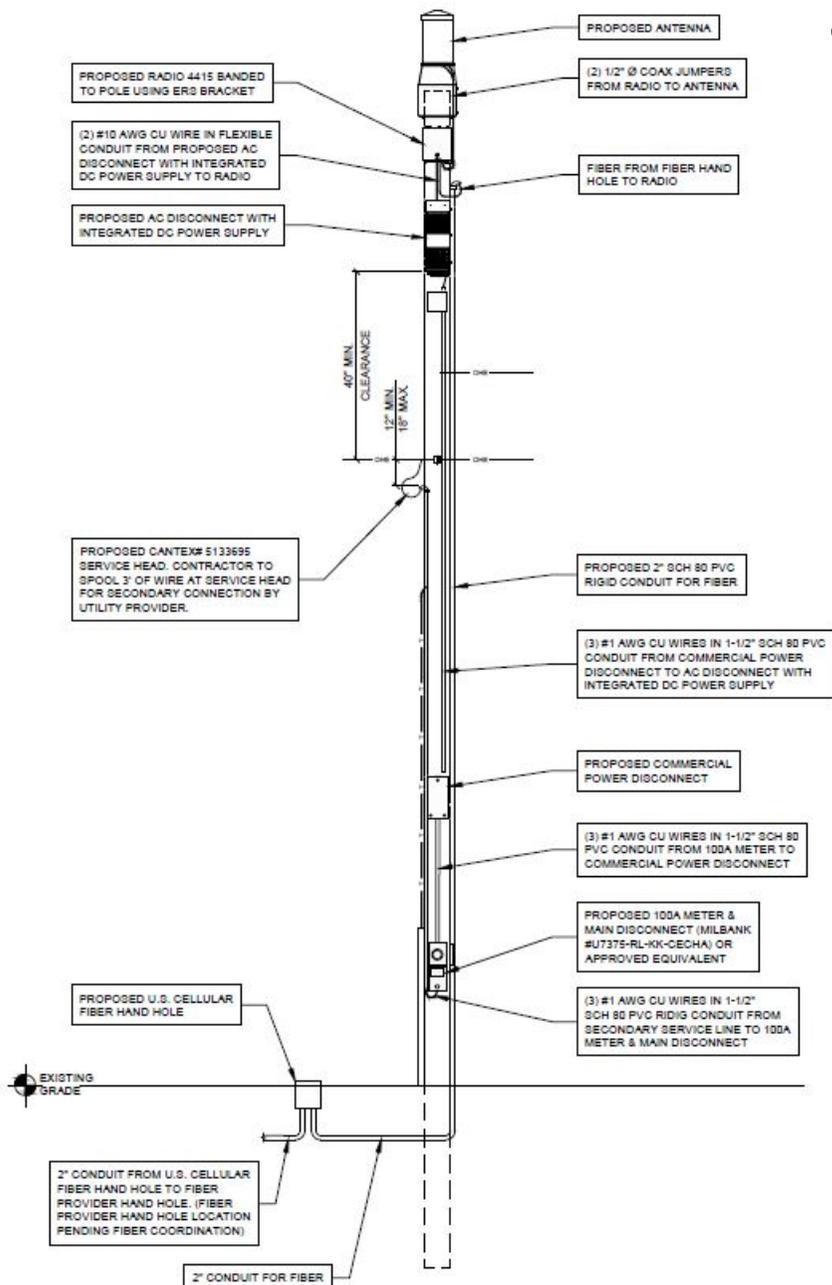
Sergeant stated the comprehensive plan adopted in 2015 had pre-work start in 2013, before his arrival. The plan is required by the state to make sure there is extremely diverse input from the public and has the city tell state what that plan is to accommodate growth over the next 20 years. Specifically, the city needs to show where everyone will work, play, and live with respect to compact growth that reduces impact on resources. The DOA predicted about 2,000 more people will be in the city by 2035. By default, the input reached outside the city limits and gathers input from surrounding residents. The concerns expressed over non-resident responses to the survey is inconsistent with the goals of comprehensive planning. The plan commission mailed out a survey in partnership with UW Madison. The Public Participation Plan called for additional and varied ways of reaching out. So, the visual preference survey was intended to understand the negative feedback on some issues questioned in the mail-in survey. The VPS identified that housing was often rated highly if had a traditional appearance, and rated negatively if it had a less traditional appearance. This information helped plan commission understand that multi-family housing wasn't opposed outright, but was if it had a certain appearance. Staff also sat in on two high school classes to discuss the plan, and attended a few in person fairs and community events to speak with residents directly. These discussions included visually drawing on a map and circling things they liked or didn't like. A survey was also done with business owners. Staff also attended chamber meetings to discuss the plan. All of this input information was intended to get the largest variety of input. Different formats will engage different types of residents, so the goal is to capture as much input as possible. All of the survey data was used in conjunction with other studies and plans done to assemble the full comprehensive plan

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document. None of the background data and research was used by itself to create the plan, the plan is reflective of all the data being compiled and balanced by the elected officials at that time.

Hurtley said he would speak with Sergeant to decide what the next steps are and asked sergeant if any other information was needed. Sergeant reminded everyone that he is available to field questions and help with understanding of the ordinance, but has only received on question to date. Additionally, he cautioned using existing non-conforming lots and house plans as a basis for demonstrating ordinance non-compliance. He was also surprised he didn't see any of the proposed plans take advantage of other ordinance provisions that would allow for large homes placed in setback areas, including ADUs, reduced setbacks and front porches. Finally, he shared that other communities specify these restrictions in the proposed ordinance, but do them by development agreements, deed restrictions, and covenances.

8. **Next Meeting Dates: Tuesday, January 5, 2020 at 6:00pm.** Commission would like to meet virtually for next meeting.
9. **Motion to Adjourn by Cole, seconded by Hammann. Approved Unanimously.**



NOTES:

1. PENDING FIBER COORDINATION
2. PENDING POWER COORDINATION

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

EVANSVILLE NODE 1A

EVANSVILLE NODE 2A

PROPOSED U.S. CELLULAR
EVANSVILLE NODE 3B

EVANSVILLE NODE 3B

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EVANSVILLE NODE 4B

LICENSE AGREEMENT
FOR WIRELESS ATTACHMENTS TO POLES
BETWEEN CITY OF EVANSVILLE
AND
UNITED STATES CELLULAR OPERATING COMPANY, LLC

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TABLE OF CONTENTS

| | Page |
|--|-------------|
| RECITALS | 1 |
| AGREEMENT | 1 |
| ARTICLE 1: DEFINITIONS | 1 |
| ARTICLE 2: SCOPE OF AGREEMENT | 5 |
| ARTICLE 3: FEES | 6 |
| ARTICLE 4: PAYMENT OF COSTS | 7 |
| ARTICLE 5: PERMIT APPLICATION REQUIREMENTS | 8 |
| ARTICLE 6: INSTALLATION OF LICENSEE’S WIRELESS FACILITIES..... | 11 |
| ARTICLE 7: WORK IN AND ACCESS TO THE SUPPLY SPACE | 12 |
| ARTICLE 8: MAINTENANCE OF LICENSEE’S WIRELESS FACILITIES | 13 |
| ARTICLE 9: SPECIFICATIONS | 14 |
| ARTICLE 10: INTERFERENCE..... | 15 |
| ARTICLE 11: INSURANCE | 16 |
| ARTICLE 12: INDEMNIFICATION AND LIABILITY | 18 |
| ARTICLE 13: LIMITATION OF LIABILITY | 19 |
| ARTICLE 14: PERFORMANCE BOND | 20 |
| ARTICLE 15: TERM | 20 |
| ARTICLE 16: TERMINATION | 20 |
| ARTICLE 17: DUTIES, RESPONSIBILITIES, AND EXCULPATION | 22 |
| ARTICLE 18: TRANSFERS AND ALLOCATION OF COSTS..... | 23 |
| ARTICLE 19: ATTACHMENT TO AND REPLACEMENT OF DECORATIVE STREETLIGHT POLES | 25 |
| ARTICLE 20: NOTICES | 27 |
| ARTICLE 21: ASSIGNMENT | 27 |
| ARTICLE 22: UNAUTHORIZED WIRELESS ATTACHMENTS | 28 |
| ARTICLE 23: PAYMENT OF TAXES | 28 |
| ARTICLE 24: MISCELLANEOUS PROVISIONS | 28 |
| | |
| APPENDIX A: FEES | |
| APPENDIX B: INITIAL CONTACT SHEET | |
| APPENDIX C: ANNUAL REPORT FORM | |

**LICENSE AGREEMENT
FOR WIRELESS ATTACHMENTS TO POLES
BETWEEN CITY OF EVANSVILLE
AND
[NAME OF LICENSEE]**

This LICENSE AGREEMENT (“**Agreement**”), effective as of the date of the last signature below (“**Effective Date**”), is made by and between the City of Evansville (“**City**”), a municipal corporation acting in its capacity as a Wisconsin public utility (“**Utility**”), and United States Cellular Operating Company, LLC (“**Licensee**”), with its principal offices located at 8410 W. Bryn Mawr Avenue, Chicago, IL 60631.

RECITALS

- A. Licensee desires to install, own, and/or operate Wireless Facilities on or supported by Utility’s Poles to be used to provide Wireless Service.
- B. Utility is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee’s Wireless Attachments on Poles, provided that Utility may refuse, on a non-discriminatory basis, to issue a Permit where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes, and/or any other Engineering Standards, in accordance with the terms and conditions in this Agreement.

AGREEMENT

UTILITY AND LICENSEE AGREE as follows:

ARTICLE 1: DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

- 1.1 **Affiliate**, when used in relation to Licensee, means another entity that owns or controls, is owned or controlled by, or is under common ownership control with Licensee.
- 1.2 **Antenna** means communications equipment that transmits and receives electromagnetic radio signals and is used in the provision of Wireless Services.
- 1.3 **Antenna Area** means the area on a Pole where the Antenna is installed, which is a component of a Wireless Facility. For a Wireless Facility that utilizes the top of a Pole, the Antenna Area shall be the Pole Top Space.
- 1.4 **Communications Space**, consistent with 47 C.F.R. § 1.1402(r), means the lower usable space on a Utility Pole, which typically is reserved for low-voltage communications equipment and which may be accessed by a Qualified Communications Worker.
- 1.5 **Communication Worker Safety Zone** means that space on a Utility Pole measured from the location of the neutral or lowest supply conductor to a location 40 inches below, as described in the National Electrical Safety Code (“**NESC**”).

- 1.6 **Decorative Streetlight Pole** means a pole structure of a decorative nature owned by Utility that is not part of the electric distribution system, the primary function of which is to support equipment used to provide overnight streetlight service, overhead streetlight service, or all-night security light service. The term “Decorative Streetlight Pole” also includes pole structures of a non-decorative nature that support streetlights and are not embedded in the ground or have break-away bases.
- 1.7 **Emergency** means a condition that poses a clear and immediate danger to life or health or of a significant loss of property or that requires immediate repair or replacement in order to restore electric service to a customer.
- 1.8 **Engineering Standards** means all applicable engineering and safety standards governing the installation, maintenance, and operation of utility facilities and the performance of all work in or around electric utility facilities, including all Utility’s standards as reflected in this Agreement) or otherwise adopted by Utility and the most current versions of the Wisconsin State Electrical Code (Wis. Admin. Code Ch. PSC 114) (“**WSEC**”), the National Electrical Code (“**NEC**”), the NESC, the regulations of the Occupational Safety and Health Administration (including the rules regarding safety equipment), and the safety and engineering requirements of any state or federal agency with jurisdiction over utility facilities, each of which is incorporated by reference into this Agreement.
- 1.9 **Good Utility Practice** means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any practices, methods, and acts which, in the exercise of good judgment in light of the facts known at the time the decision was made, could have expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety, and expedition.
- 1.10 **Laws** mean any federal, state, or local laws, rules, or regulations applicable to the activities contemplated under this Agreement.
- 1.11 **License Fee** means the annual per-Pole fee specified in Appendix A, which Licensee is required to pay to Utility for the right to attach its Wireless Facilities to a Pole.
- 1.12 **Make-Ready Survey or Survey** means the field work and analysis necessary to determine whether Licensee’s proposed use of a Utility Pole or Streetlight Pole is feasible based on capacity, safety, reliability, generally applicable engineering purposes, Good Utility Practice, and the Engineering Standards and to confirm or determine the nature of modifications, capacity expansion (i.e., taller or stronger Pole), and Make-Ready Work, if any, necessary to accommodate Licensee’s proposed use of the Pole.
- 1.13 **Make-Ready Work** means all work, as reasonably determined by Utility, required to accommodate Licensee's Wireless Facilities on a Utility Pole or Streetlight Pole and/or to comply with all Engineering Standards and Good Utility Practice. Such work may include, but is not limited to, rearrangement and/or transfer of Utility’s facilities or existing attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole strengthening, and related construction (such as pole replacement).

- 1.14 **Micro Wireless Facility** means a Wireless Facility that does not exceed 24 inches in length, 15 inches in width, and 12 inches in height and that has no exterior Antenna longer than 11 inches and that is strung on cables between existing Utility Poles.
- 1.15 **Normal Business Hours** means Monday through Friday from [7:00 a.m. to 5:00 p.m.] CST (Central Standard Time).
- 1.16 **Pad-Mounted Equipment Cabinet** means a stand-alone, weatherproof, metal, or composite enclosure consisting of a utility metering section and a Wireless Equipment section, which must be purchased, installed, and owned by Licensee and approved by Utility. Licensee must submit to Utility for its review and approval the manufacturing specifications and information for the equipment cabinet.
- 1.17 **Permit** means written or electronic authorization issued by Utility for Licensee to install, modify, or remove a Wireless Attachment (other than a Micro Wireless Facility) in a particular location pursuant to the requirements of this Agreement.
- 1.18 **Permit Application** means a complete application for a Permit in the form provided by the City and submitted with all applicable documents by Licensee to Utility for the purpose of requesting a Permit to install, modify, or remove a Wireless Attachment (other than a Micro Wireless Facility).
- 1.19 **Pole** means a Utility Pole, Streetlight Pole, or Decorative Streetlight Pole. The term “Pole” does not include transmission poles or towers.
- 1.20 **Pole Top Space** means the top portion of a Pole that is designated for the installation of one or more (as determined by Utility) enclosed Antennas. The Pole Top Space shall begin 68 inches above the highest electrical supply conductor or device on the Pole and continue upwards to the top of the Pole. For Wireless Attachments that use the top of a Pole, the Pole Top Space shall be considered the Antenna Area. The Pole Top Space is located entirely within the Supply Space.
- 1.21 **Post-Construction Inspection** means the inspection by Utility or Licensee or some combination of both to verify that the Wireless Attachments have been made in accordance with Engineering Standards and the Permit.
- 1.22 **Qualified Communications Worker** means a worker meeting all current training and experience requirements of all applicable federal, state, and local work rules, including OSHA Standard 1910.268 (29 C.F.R. § 1910.268).
- 1.23 **Qualified Electrical Worker** means a worker meeting all training and experience requirements of all applicable federal, state, and local work rules, including OSHA Standard 1910.269 (29 C.F.R. § 1910.269).
- 1.24 **Reserved Capacity** means structural capacity or space on a Pole that Utility has identified and reserved for its own core electric utility service and lighting requirements, including space for any and all associated internal communications functions that are essential to the proper operations of such core electric utility service, pursuant to reasonable projected need.

- 1.25 **Streetlight Pole** means a pole structure of a non-decorative nature owned by Utility that is not part of the electric distribution system, the primary function of which is to support equipment used to provide overnight streetlight service, overhead streetlight service, or all-night security light service. The term “Streetlight Pole” only includes pole structures embedded in the ground and excludes pole structures with break-away bases.
- 1.26 **Supply Space** means that space on a Utility Pole where Utility has installed or may install energized electric conductors and related electric supply equipment and also includes attachments that extend above the Pole Top Space. All work performed within the Supply Space shall be performed by Qualified Electrical Workers.
- 1.27 **Unauthorized Wireless Attachment** means any Wireless Facility or Wireless Equipment installed by Licensee on a Pole or on a span of wire or cable between two Poles without a Permit to do so, if a Permit is required under this Agreement.
- 1.28 **Utility Pole** means a pole structure owned by Utility and used for the distribution of electricity that is capable of supporting Wireless Attachments, whether or not a streetlight arm is attached to the pole structure. The term “Utility Pole” does not include Streetlight Poles or Decorative Streetlight Poles.
- 1.29 **Wireless Attachment** means a Wireless Facility mounted onto or supported by a Pole, in whole or in part, or attached to a span of wire or cable running between two Poles.
- 1.30 **Wireless Equipment** means any FCC-authorized radio equipment components owned by Licensee and used for a Wireless Facility, including Antennas, remote radio heads, transmitters, transceivers, cables, wires, and related components of a Wireless Facility.
- 1.31 **Wireless Equipment Cabinet** means a weather-tight enclosure that houses Wireless Equipment and associated electronics.
- 1.32 **Wireless Facility** means one or more Antennas and associated Wireless Equipment installed at the same fixed location that enables Wireless Service between user equipment and a communications network, and includes all of the following: (a) pole-mounted and ground-mounted equipment associated with Wireless Service; (b) radio transceivers, Antennas, or coaxial, metallic, or fiber-optic cable located on, in, under, or otherwise adjacent to a Pole; (c) regular and backup power supplies; (e) Wireless Equipment housed within an associated pole-mounted equipment cabinet or Pad-Mounted Equipment Cabinet. “Wireless Facility” shall include a Micro Wireless Facility but shall not include any microwave dishes, wireline back haul facilities, or other wires or cables used to connect to other wireless or wired communications facilities or equipment not at the same fixed location.
- 1.33 **Wireless Service** means the provision of authorized voice, video, or data services over a Wireless Facility.

ARTICLE 2: SCOPE OF AGREEMENT

- 2.1 Grant of License. Subject to the provisions of this Agreement and to Licensee’s application for and receipt of a Permit, Utility hereby grants Licensee a revocable, nonexclusive license

authorizing Licensee to install and maintain Wireless Attachments to Utility's Poles. This grant of authority applies solely to facilities and equipment that Licensee owns.

- 2.2 Parties Bound by Agreement. Licensee and Utility agree to be bound by all provisions of this Agreement and of the Permits issued pursuant to this Agreement.
- 2.3 Permit Issuance Conditions. Utility will issue a Permit to Licensee only when Utility determines, in its sole judgment, reasonably exercised, that (i) it has sufficient capacity to accommodate the requested Wireless Attachments, (ii) Licensee meets all requirements set forth in this Agreement, and (iii) the affected Poles can safely accommodate the proposed Wireless Attachments consistent with all applicable Engineering Standards and Good Utility Practice.
- 2.4 Reservation of Rights. Utility reserves the right to terminate any Permit it issues as necessary to ensure the safe and reliable operation and maintenance of Utility's electric system. In the event that Utility, in its reasonable discretion, believes that it must terminate any Permit in order to ensure safe and reliable operation and maintenance of Utility's electrical system, the termination provisions of Article 16 shall apply.
- 2.5 Licensee's Right to Attach.
- 2.5.1 Nothing in this Agreement, other than the issuance of a Permit, shall be construed as granting Licensee any right to attach its Wireless Equipment to any specific Pole or to compel Utility to grant Licensee the right to attach to any specific Pole.
- 2.5.2 Nothing in this Agreement shall be construed to grant any Affiliate of Licensee the right to attach to any Poles without entering into a license agreement with Utility and receiving a Permit pursuant to such agreement.
- 2.5.3 No use by Licensee of Utility's Poles shall create or vest in Licensee any ownership or property rights in those Poles. Notwithstanding anything in this Agreement to the contrary, Licensee is and shall remain a mere licensee.
- 2.6 Necessity of Authorizations. Licensee shall secure all necessary certifications, permits (including for right-of-way use), and franchises from federal, state, and local authorities prior to placing any Wireless Attachments on a Pole.
- 2.7 Necessity of Easements on Private Property. Licensee shall secure all necessary easements or other permissions from the property owner prior to placing any Wireless Attachments on a Pole located on private property.
- 2.8 Reserved Capacity. Access to space on Poles will be made available to Licensee with the understanding that such access is to Utility's Reserved Capacity. On giving Licensee at least 60 days' prior notice ("**Reclamation Notice**"), Utility may reclaim such Reserved Capacity any time within the five-year period following the installation of Licensee's Wireless Facility. In the Reclamation Notice, Utility shall give Licensee the option to remove its Wireless Facility from the affected Pole or to pay for the cost of any Make-Ready Work for which Utility would otherwise be responsible in order to expand the capacity of the affected Pole so that Licensee can maintain its Wireless Attachment on the affected Pole.

- 2.9 Expansion of Capacity. Utility will expand pole capacity for Utility Poles, at Licensee's expense, when necessary to accommodate Licensee's Wireless Attachment approved pursuant to the issuance of a Permit, and when consistent with local governmental land use requirements of general applicability and all applicable Laws and Engineering Standards. Notwithstanding the foregoing sentence, Utility is under no obligation to install, retain, extend, or maintain any Pole for the benefit of Licensee when such Pole or system of Poles is not needed for Utility's core electric or customer service requirements.
- 2.10 Permitted Uses. The license granted to Licensee is limited to the uses specifically stated in this Agreement, and no other use by Licensee shall be allowed without Utility's express written consent to such use. Nothing in this Agreement shall be construed to require Utility to allow Licensee to use any Poles after the termination of this Agreement.
- 2.11 Effect of Failure to Exercise Access Rights. If Licensee does not exercise any access right granted pursuant to a Permit within three months of the issuance of the Permit or completion of the Make-Ready Work, if any (or such longer time period as agreed between the parties), the Permit shall be null and void and Utility may use the space scheduled for Licensee's Wireless Attachment. Utility shall grant an extension where Licensee demonstrates that events beyond its control prevented Licensee from exercising any such access right. In such instances, Utility shall endeavor to make other space available to Licensee, upon written request, as soon as reasonably possible.
- 2.12 Agreements with Third Parties. Nothing contained in this Agreement shall be construed as affecting any rights or privileges conferred by Utility, by contract or otherwise, to others not a party to this Agreement to use any facilities or Poles covered by this Agreement. Utility shall have the right to continue to extend such rights and privileges. The privileges granted to Licensee shall at all times be subject to any such contracts and arrangements, including extensions thereof.

ARTICLE 3: FEES

- 3.1 Permit Application Fee. Licensee shall pay to Utility the applicable Permit Application Fee specified in **Appendix A** at the time a Permit Application is submitted. The Permit Application Fee shall increase by 2% over the then-existing amount on each anniversary of the Effective Date.
- 3.2 License Fee. Licensee shall pay to Utility the applicable License Fee specified in **Appendix A** on the schedule set out in Section 3.4. The License Fee shall increase by 2% over the then-existing amount on each anniversary of the Effective Date.
- 3.3 Other Fees. The Unauthorized Wireless Attachment Fee and the Failure to Transfer Fee are set out in **Appendix A** and shall be charged in accordance with Articles 22 and 18, respectively.
- 3.4 Billing Cycle. The total annual License Fee shall be determined based upon the number of Poles for which Permits have been issued under this Agreement, the License Fee and which is effective on the date the permit is approved and payable within 90 days. The annual License Fee shall be due and payable, in advance, on or before the anniversary of the permit approval date.

- 3.5 Physical Inventory to Verify Pole Count for Billing Purposes. Utility shall have the right to conduct a physical inventory of Licensee's Wireless Attachments on Utility's Poles upon 90 days' advance written notice. In such event, Utility employees or contractors selected by Utility shall conduct such physical inventory. Licensee shall notify Utility if Licensee chooses to have a representative present during the inventory process. A physical inventory shall be taken no more frequently than once every year; provided, however, that Utility may request and require a physical inventory to be taken more frequently in the event of a default by Licensee in the performance of its obligations hereunder. The cost of such physical inventory shall be shared equally among all users of the Poles, unless such inventory discloses Unauthorized Wireless Attachments, in which case Licensee shall pay the entire cost of the inventory for any Pole(s) determined to have Unauthorized Wireless Attachments.
- 3.6 Payment of Electric Service. Electric service for each Wireless Facility will be billed in accordance with the applicable Utility rate for electric service.

ARTICLE 4: PAYMENT OF COSTS

- 4.1 Work Performed by Utility. Licensee shall be responsible to pay for the cost of services provided by Utility in support of the design, installation, and maintenance of Licensee's Wireless Facilities, including Utility's costs for Make-Ready Surveys (including pole-loading analyses), Make-Ready Work, and Post-Construction Inspection.
- 4.2 Determination of Charges. Unless otherwise provided in this Agreement, wherever this Agreement requires Licensee to pay for work done or contracted for by Utility, the charge for such work shall include all material, labor, engineering, and administrative costs as applicable. Utility shall bill its services based upon actual costs, and such costs will be determined in accordance with Utility's cost accounting system used for recording capital and expense activities. Upon Licensee's request, Utility shall provide Licensee with documentation of charges and costs to be paid by Licensee.
- 4.3 Payment of Invoices. All invoices submitted to Licensee pursuant to this Agreement must be paid within 30 days.
- 4.4 Late Fee. Late fees of 1% per month will be applied to all balances due under this Agreement that are not paid within 30 days of the due date. Failure to pay such fees by the specified payment date shall constitute a default under this Agreement.
- 4.5 Advance Payment.
- 4.5.1 At the discretion of Utility, Licensee shall pay in advance all reasonable costs, including, but not limited to, administrative, construction, inspection, and Make-Ready Work expenses, in connection with Licensee's Wireless Attachments.
- 4.5.2 Wherever Utility requires advance payment of estimated expenses prior to the undertaking of an activity under this Agreement and the actual cost of such activity exceeds the estimated cost, Licensee agrees to pay Utility for the difference in cost if that amount exceeds the amount stated in the latest version of Wis. Admin. Code § PSC

113.1009. To the extent that the actual cost of the activity is less than the estimated cost, Utility agrees to refund to Licensee the difference in cost if that amount exceeds the amount stated in § PSC 113.1009.

ARTICLE 5: PERMIT APPLICATION REQUIREMENTS

5.1 Permit Required.

5.1.1 Licensee shall not install, modify, or remove any Wireless Attachments (other than Micro Wireless Facilities) without first applying for and obtaining a Permit. A Permit is not required for routine maintenance, but notice may be required as set out in Section 8.1. For the sake of clarity, a like-for-like replacement of a Wireless Facility or any Wireless Equipment is a modification requiring a Permit under this Agreement. A Permit is not required for the removal of Wireless Equipment under Section 16.2.

5.1.2 Attachments to structures other than Poles within or outside of public right-of-way owned and controlled by the City are not covered by this Agreement. With respect to such structures, Licensee must negotiate a separate attachment agreement with the City.

5.2 Micro Wireless Facilities.

5.2.1 Notwithstanding Section 5.1.1, Licensee shall not install or remove a Micro Wireless Facility without first giving Utility at least 15 days' advance notice. Such notice shall describe the proposed work, state the location of the work, and provide a work schedule.

5.2.2 If, after installation of the Micro Wireless Facility, Utility determines that a Make-Ready Survey is necessary to determine whether the facility may cause the Utility Poles supporting the facility to fall out of compliance with Engineering Standards, Utility may conduct a Make-Ready Survey at Licensee's expense. If, as a result of the Survey, Utility must modify the affected Poles to bring them into compliance, Licensee shall be responsible for the cost of such modifications.

5.3 Licensee's Certification. If Licensee believes that its Wireless Facility may be installed without the need to conduct a Make-Ready Survey, Licensee must certify in its Permit Application that Licensee's Wireless Facility can be installed on the identified Poles in compliance with all applicable Engineering Standards. Such certification must be made by a Wisconsin-licensed professional engineer.

5.4 Review of Permit Application.

5.4.1 *Complete Application.* Utility shall review Licensee's Permit Application for completeness before reviewing the application on its merits.

5.4.1.1 A complete Permit Application is an application that provides Utility with all the information listed on the Permit Application form and all information necessary under this Agreement for Utility to begin to Survey the affected Poles.

5.4.1.2 If Licensee submits an incomplete Permit Application, Utility shall, within 10 business days, inform Licensee of that fact and provide a list of information that still needs to be provided. If the resubmitted Permit Application is still incomplete, Utility shall, within five business days, inform Licensee of that fact and provide a list of information that still needs to be provided.

5.4.2 *Issuance of Permit.*

5.4.2.1 Upon receipt of a complete Permit Application, Utility will review the Permit Application within 45 days (or within 60 days if Licensee requests access to multiple Poles) and either grant or deny the Permit.

5.4.2.2 During such 45-day (or 60-day) period, Utility will discuss any issues with Licensee, including any unusual engineering and Make-Ready Work requirements associated with the Permit Application. Utility's acceptance of Licensee's submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in the engineering analysis.

5.4.2.3 If Utility denies the Permit, it shall do so in writing and provide an explanation of the reasons the Permit was denied.

5.4.2.4 For the sake of clarity, the make-ready process described in Sections 5.5, 5.6, and 5.7 applies only to Utility Poles and Streetlight Poles. Decorative Streetlight Poles are governed by Article 19.

5.5 Make-Ready Survey.

5.5.1 *Survey.* During the Permit Application review period, Utility may perform the Make-Ready Survey, using its own personnel or a contractor, and charge Licensee for the cost of the Survey. Alternately, Utility may require Licensee to conduct and submit to Utility a Make-Ready Survey at Licensee's expense.

5.5.2 *Notice of Field Inspection.* The party performing the Make-Ready Survey will use commercially reasonable efforts to provide the other party and any affected third-party attachers with three business days' notice of any field inspection that is part of the Make-Ready Survey and will allow the other party and any affected third-party attachers to be present for the field inspection.

5.5.3 *Other Attachers.* If the participation of an existing third-party attacher is required for a Make-Ready Survey, Licensee shall coordinate and be responsible for obtaining the third-party attacher's participation.

5.6 Cost Estimate and Payment of Make-Ready Work.

5.6.1 *Cost Estimate and Advance Payment.* Licensee will be responsible for payment to Utility for all Make-Ready Work required to accommodate Licensee's Wireless Attachments on a Utility Pole or a Streetlight Pole pursuant to Section 4.5. Utility shall provide an estimate of charges to perform all necessary Make-Ready Work within 14 days of

approving a Permit Application, and Licensee shall pay all such charges before Utility commences the Make-Ready Work.

5.6.2 *Replacement of Utility Poles and Streetlight Poles.* In the event replacement of a Utility Pole or a Streetlight Pole is required to accommodate the installation of Licensee's Wireless Facility, Licensee shall pay all costs related to such pole replacement including, but not limited to, the cost of the new pole, transfer of all existing facilities of Utility and any third-party attachers, and removal and disposal of the old pole. Payment of pole replacement costs does not grant Licensee any ownership interest in the new pole. Licensee shall not be entitled to reimbursement from Utility of any amounts paid to Utility for pole replacements or for rearrangement of attachments on Utility Poles or Streetlight Poles by reason of the use by Utility or other third-party attachers of any additional space resulting from such replacement or rearrangement.

5.7 Performance of Make-Ready Work.

5.7.1 *Performance of Make-Ready Work.* Make-Ready Work shall be performed only by Utility and/or a contractor authorized by Utility to perform such work. If Utility cannot perform the Make-Ready Work to accommodate Licensee's Facilities within time period specified in the work schedule provided pursuant to Section 5.7.2, Licensee may seek permission from Utility for Licensee to perform such work itself or employ a qualified contractor to perform the work. Any person, company, or contractor who performs Make-Ready Work must be preapproved by Utility.

5.7.2 *Work Schedule.* Utility agrees to submit an estimated schedule for the completion of Make-Ready Work within 15 days of Utility's receipt of Licensee's advance payment for the Make-Ready Work. Licensee acknowledges that actual completion of the Make-Ready Work will depend on timely completion of all required Make-Ready Work by Licensee and other third-party attachers that must be completed prior to Utility's performance of its Make-Ready Work. Timely completion of Make-Ready Work may also depend on whether the work is subject to Wisconsin's public bidding law requirements.

5.7.3 *Priority Scheduling of Make-Ready Work.* In the event Licensee requests that the Make-Ready Work be performed on a priority basis or outside of Utility's Normal Business Hours and Utility agrees to so perform the work, Licensee agrees to pay any resulting increased costs. Nothing herein shall be construed to require performance of Licensee's work before other scheduled work or Utility's own service restoration.

5.7.4 *Notice to Third-Party Attachers.* If the Make-Ready Work necessary to accommodate Licensee's Wireless Attachments involves third-party attachers, Utility shall provide notice to such attachers (with a copy to Licensee, along with the attacher's contact information) upon Utility's receipt of Licensee's advance payment for Make-Ready Work under Section 5.6.1. The notice shall contain the following information: (i) the identity of the Poles requiring Make-Ready Work; (ii) a description of the Make-Ready Work to be performed; (iii) the date such work is scheduled to be completed; and (iv) the date by which the third-party attacher must complete its share of the Make-Ready Work.

ARTICLE 6: INSTALLATION OF LICENSEE'S WIRELESS FACILITIES

- 6.1 Installation. Upon completion of all required Make-Ready Work and after Licensee has obtained all required federal, state, and local permits and approvals, and any necessary easements or other permissions under Section 2.7, Licensee may proceed to install the approved Wireless Facility with its own employees or contractors, provided that there is a Journeyman Lineman present at all times during installation. Once installation commences, such work shall be performed continuously until completion, unless Utility otherwise agrees.
- 6.1.1 All of Licensee's installation, removal, and maintenance work shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of Utility's Poles or equipment or any other third-party attacher's equipment attached thereto.
- 6.1.2 All of Licensee's installation, removal, and maintenance work performed on Poles or in the vicinity of other Utility facilities, either by its employees or contractors, shall be in compliance with all applicable Laws, Engineering Standards, and Good Utility Practice. Licensee shall ensure that any person installing, maintaining, or removing its Wireless Facilities is fully qualified and familiar with all Engineering Standards, including the provisions of Articles 11, 12, and 13.
- 6.1.3 As the electric service provider, Utility will be responsible for the installation, removal, connection, and disconnection of all electric service connections required to operate Licensee's Wireless Facility.
- 6.1.4 Any strengthening of Poles through the use of guying to accommodate Licensee's Wireless Attachments shall be provided by Licensee at Licensee's expense and to the satisfaction of Utility.
- 6.2 Inspections. Utility shall have the right to conduct Post-Construction Inspections of Licensee's Wireless Facilities at Licensee's expense.
- 6.3 Radio Frequency Hazard Area. Licensee agrees to provide site-specific radio frequency (RF) emission data and required worker clearances from operational Wireless Facilities.
- 6.4 Ground-Mounted Enclosures. Licensee shall not place new pedestals, vaults, or other ground-mounted enclosures within [10] feet of any Pole or other Utility facility without Utility's prior written permission. Licensee shall specifically identify this request in its Permit Application. If permission is granted by Utility, all such installations shall be in compliance with the Engineering Standards.
- 6.5 Posting of Contact Number. Licensee shall post a notice at each pole site at which it maintains a Wireless Facility. Such notice shall provide Licensee's name and a 24-hour contact number, and shall be updated by Licensee whenever its name or contact number changes.

ARTICLE 7: WORK IN AND ACCESS TO THE SUPPLY SPACE

- 7.1 Scheduled Work in the Supply Space. Licensee shall submit to Utility the name of any contractor proposed to perform work on Licensee's behalf within the Supply Space, together with a summary of the work to be completed and proposed work schedule, at least 10 business days prior to commencement of any installation, maintenance, modification, or removal of Licensee's Wireless Facilities. Contractor must have a Journeyman Lineman present at all times for any work within Supply Space.
- 7.2 Qualified Workers. Licensee warrants that all of Licensee's employees, agents, and contractors that work within the Supply Space are Qualified Electrical Workers and that those who work within the Communications Space are Qualified Communications Workers and further acknowledges that a Journeyman Lineman must be present for all installation, maintenance, modification or removal work.
- 7.3 Emergency Access. In the event that Licensee requires Emergency access to its Wireless Equipment located in the Supply Space, Licensee shall call Utility's emergency number to request such access (see Contact Sheet attached as Appendix B).

The caller should provide the following:

- Name of company making report;
- Location of the problem;
- Name of contact person reporting problem;
- Telephone number to call back for a progress report;
- Description of the problem in as much detail as possible;
- Time and date the problem occurred or began;
- Proposed corrective actions; and
- If appropriate, a statement that “**This is an emergency**” and that a problem presents a hazardous situation to the physical plant of Utility, Licensee, or others, as the case may be.

ARTICLE 8: MAINTENANCE OF LICENSEE'S WIRELESS FACILITIES

- 8.1 Maintenance and Notice. Licensee shall be responsible for the maintenance of its Wireless Facilities at its sole cost and expense. When maintenance requires work in the Supply Space, Licensee shall comply with the provisions of Article 7. When maintenance does not require work in the Supply Space, no advance notice to Utility is required.
- 8.2 Maintenance to Be Performed During Normal Business Hours. Unless Utility otherwise agrees, Licensee will perform routine maintenance and installation of Wireless Equipment in the Supply Space only during Utility's Normal Business Hours.
- 8.3 Emergency Maintenance; Authorization Required. Utility agrees to not unreasonably delay, restrict, or deny Licensee access to its Wireless Equipment located in the Supply Space for Emergency maintenance. Notwithstanding the above, Licensee shall not access the Supply

Space to perform Emergency maintenance without first obtaining Utility's authorization pursuant to Section 7.3 (see Contact Sheet attached as **Appendix B**), which authorization shall not be unreasonably withheld, conditioned, or delayed.

- 8.4 **Removal of Abandoned Facilities.** At its sole expense, Licensee shall remove any of its Wireless Equipment that has not operated for a continuous period of 12 months, which shall at that point be deemed abandoned. Licensee shall remove such equipment within 180 days of its abandonment, unless Licensee receives written notice from Utility that removal of the abandoned equipment is necessary to accommodate Utility's or a third-party attacher's use of the affected Poles, in which case Licensee shall remove such abandoned equipment within 60 days of receiving the notice, or within a shorter time period as necessary to accommodate Utility's or a third-party attacher's use. Licensee must obtain a Permit authorizing the removal of the abandoned equipment. If Licensee fails to remove its abandoned equipment within the requisite time period, Section 18.1.2 shall apply.
- 8.5 **Annual Reporting Requirements.** On each anniversary of the Effective Date, Licensee shall submit a report to Utility at Utility's notice address in Section 20.1 in the form attached as **Appendix C** containing the information listed below. Licensee's failure to timely provide the information within 45 days following issuance of written notice by Utility of the failure to timely comply shall be a material breach of this Agreement and also result in Utility suspending all work on Licensee's pending Permit Applications or on such applications as may be submitted after the suspension date. Within three business days of Utility receiving the updated report, Utility shall resume processing Licensee's Permit Applications in the order that they were initially received by Utility.
- 8.5.1 *List of New Wireless Attachments.* Licensee shall provide a list of specific Poles (by Utility Pole number, if available) on which Licensee has installed, during the previous 12-month reporting period, new Wireless Attachments, including any Wireless Equipment for which no Permit was required under this Agreement.
- 8.5.2 *List of Modifications to Wireless Attachments.* Licensee shall provide a list of all Wireless Equipment modified (including equipment replaced by substantially similar equipment) during the previous 12-month reporting period and identify the location of such equipment by Pole (by Utility Pole Number, if available).
- 8.5.3 *List of Nonfunctional Wireless Equipment.* Licensee shall provide a list of all Wireless Equipment that has become nonfunctional during the previous 12-month reporting period. The report shall identify the location of such equipment by identifying the specific Pole (by Utility Pole number, if available) on which the nonfunctional equipment is located and provide a description of the nonfunctional equipment.
- 8.5.4 *Removed Wireless Equipment.* Licensee shall provide a list of all Wireless Equipment removed (and not replaced by substantially similar equipment) from specific Poles (by Utility Pole number, if available) during the previous 12-month reporting period. The report shall identify the Pole from which the equipment was removed, a description of the removed equipment, and indicate the approximate date of removal.

- 8.5.5 *Updated Contact Information.* Licensee shall provide updated contact information if such information has changed from the previous year.
- 8.6 Priority Restoration of Utility Service. In the event of widespread interruptions of Utility's and Licensee's Wireless Facilities (e.g., a major storm or other event of force majeure) in connection with damage to Utility's Poles, Utility shall use Good Utility Practice to support restoration of the damaged Poles and Licensee's efforts to restore its Wireless Facilities, consistent with Utility's priority obligations to its core electric utility business. In the event of localized interruptions (e.g., motor vehicle accidents), Utility shall notify Licensee of the incident after taking any required actions to clear and restore the site. Licensee shall reimburse Utility for all support services provided by Utility to clear and/or assist in the restoration of Licensee's Wireless Facilities. Utility shall invoice Licensee for such costs and expenses. Licensee shall pay such invoice within 30 days of receipt.
- 8.7 Vegetation Management. Licensee shall be responsible for all tree trimming and other vegetation management necessary for the safe and reliable installation, use, and maintenance of its Wireless Attachments and to avoid stress on Poles caused by contact between tree limbs and Licensee's Attachments. If Licensee's personnel or tree trimming contractor fails to adhere to and comply with applicable Laws and Engineering Standards, Licensee will be required to remedy any and all out-of-compliance tree trimming or other vegetation management work. If Licensee fails to carry out the remedy within 30 days after receiving notice of such failure, then Utility may perform the work using its own personnel or a contractor. Licensee shall be responsible for paying Utility for 110% of the costs Utility incurs in taking action under this provision.

ARTICLE 9: SPECIFICATIONS

- 9.1 Specifications. Licensee shall install and maintain each Wireless Facility in accordance with all Engineering Standards Good Utility Practice, and any and all Laws. All fees, notices, permits, approvals, certifications, and licenses, and any necessary easements or other permissions under Section 2.7 required for the installation, maintenance, and operation of Licensee's Wireless Facilities shall be obtained and paid for by Licensee and shall be provided to Utility at no charge prior to the start of work and at any other time upon Utility's request.
- 9.2 Identification of Facilities/Tagging. Licensee shall identify by tagging its Wireless Facility attached to a Pole or on a span of wire or cable running between two Poles. Tag placement shall comply with all applicable Engineering Standards.
- 9.3 Protective Equipment. Licensee and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall, at its own expense, install protective devices designed to handle the voltage and current impressed on its Wireless Equipment in the event of contact with the electric supply conductor.
- 9.4 Violation of Specifications. If any one of Licensee's Wireless Facilities, or any part thereof, is installed, used, or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within 30 days from receipt of written notice of the violation(s) from Utility, Utility may, at its own option, correct those conditions or proceed to terminate the Permit under Article

16. Utility will attempt to notify Licensee in writing prior to performing such work, whenever practicable. When Utility reasonably believes, however, that a violation poses an immediate threat to the safety of any person, interferes with the performance of Utility's service obligations, or poses an immediate threat to the physical integrity of Utility's electric facilities, Utility may perform such work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable thereafter, Utility will advise Licensee of the work performed or the action taken. Licensee shall be responsible for paying Utility for 110% of the costs Utility incurs in taking action under this provision.

ARTICLE 10: INTERFERENCE

- 10.1 No Interference with Utility. Licensee shall not use or operate its Wireless Equipment in a manner that will interfere with Utility's use of the Pole. For the purposes of this Article 10, the term “**interfere**” or “**interference**” includes, but is not limited to, blocking of access to the Pole, radio frequency interference, mechanical interference, or any interference with Utility's equipment. In the event any such interference occurs, Licensee shall use best efforts to (i) remedy such interference no later than 24 hours after telephone and/or email notice has been sent to Licensee's emergency contact person (see Contact Sheet attached as **Appendix B**) or (ii) cease operation of the Wireless Facility or Wireless Equipment causing the interference until such interference can be eliminated with Utility's support, if required. If Licensee fails to timely remedy the interference or power down the Wireless Equipment responsible for the interference, Utility reserves the right to cut off electricity to the Wireless Facility. If Licensee is unable to eliminate the interference within 14 business days of the telephone and/or email notice, Utility shall have the right to terminate the Permit related to the Wireless Facility causing such interference, and the termination provisions of Article 16 shall apply. If Licensee fails to timely remove its Wireless Facility, Section 18.1.2 shall apply.
- 10.2 Emergencies; Notice. In the event of an Emergency, Utility reserves the right to take any action it deems necessary with respect to any Wireless Facility in order to avert or remedy the Emergency. In such an Emergency, Utility shall give notice to Licensee's emergency contact as soon as reasonably possible.
- 10.3 No Interference with Third-Party Attachers. Licensee shall not use or operate its Wireless Facility in a manner that will cause interference with any other third-party attacher's use of the Pole, provided that such other third-party attacher's installation predates the installation of Licensee's Wireless Facility causing the interference. In the event any such interference occurs, Licensee will (i) remedy such interference within 72 hours after learning of such interference or (ii) cease operation of its Wireless Facility or Wireless Equipment causing the interference until such interference can be eliminated with Utility's support, if required. If Licensee is unable to eliminate such interference, Utility shall have the right to terminate the Permit for the Wireless Facility causing such interference, and the termination provisions of Article 16 shall apply. Licensee shall cease operation of such Wireless Facility immediately upon receipt of notice pursuant to Article 16. If Licensee fails to timely remove its Wireless Facility, Section 18.1.2 shall apply.
- 10.4 Cooperation for Access. If Utility, Licensee, or other authorized third-party attachers require access to the Pole and such access is restrained as a result of Utility's or Licensee's operational

equipment, Licensee and Utility shall work cooperatively to develop and support access requirements. Such work may require temporarily ceasing wireless operations to comply with such standards.

- 10.5 Maintenance on Utility's Pole Structures. Utility may, in its sole discretion reasonably exercised, de-energize any pole-mounted Wireless Equipment any time its personnel or contractors are doing maintenance work on such Poles. Utility shall endeavor to provide at least 24 hours' advance notice of planned maintenance work to Licensee's Network Operations Center by voice message or email (see Contact Sheet attached as **Appendix B**). Advance notice of the de-energization of Wireless Equipment need not be provided in Emergency situations.

ARTICLE 11: INSURANCE

- 11.1 Policies Required. At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below:

- 11.1.1 *Workers' Compensation and Employers' Liability Insurance.* Statutory workers' compensation benefits and employers' liability insurance policy with a limit of \$1,000,000 each accident/disease.
- 11.1.2 *Commercial General Liability Insurance.* Commercial general liability policy with a limit of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including, but not limited to, premises, operations, products and completed operations, personal and advertising injury, blanket contractual coverage, independent contractor's coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage).
- 11.1.3 *Commercial Automobile Liability Insurance.* Commercial automobile liability policy in the amount of \$5,000,000 combined single limit each accident for bodily injury or property damage covering all owned, hired, and non-owned autos and vehicles.
- 11.1.4 *Excess/ Umbrella Liability Insurance.* Excess/umbrella liability policy with a limit of \$1,000,000 per occurrence and aggregate providing coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above.
- 11.1.5 *Property Insurance.* Each party to this Agreement will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and utility structures, fencing, or support systems that may be placed on, within, or around Utility's facilities to fully protect against hazards of fire, vandalism, and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance, or shall self-insure such exposures.
- 11.2 Qualification. The insurer must be authorized to do business under the laws of the State of Wisconsin and have an "A" or better rating in Best's Guide.

- 11.3 Contractors and Subcontractors. Licensee shall require all of its contractors and their subcontractors performing any work for Licensee under this Agreement to obtain and maintain substantially the same coverage with substantially the same limits as required of Licensee. Prior to any such contractor or its subcontractors performing any work for Licensee under this Agreement, Licensee shall furnish Utility with a Certificate of Insurance for each such contractor or subcontractor.
- 11.4 Certificate of Insurance; Other Requirements.
- 11.4.1 Upon the execution of this Agreement and within 15 days of each insurance policy expiration date during the term of this Agreement, Licensee will furnish Utility with a certificate of insurance evidencing the coverage required by this Agreement. The certificates shall reference this Agreement and the waiver of subrogation required in Section 11.1.1.
- 11.4.2 Utility shall be included as an “**Additional Insured**” as its interest may appear under this Agreement under all of the policies required by Section 11.1, except worker's compensation and employer's liability, which shall be so indicated on the certificate of insurance.
- 11.4.3 All policies, other than worker's compensation, shall be written on an occurrence and not on a claims-made basis.
- 11.5 Limits. The limits of liability set out in this Article 11 may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any relevant factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans or laws which would materially increase or decrease Utility's or Licensee's exposure to risk.
- 11.6 Accident or Incident Reports. Licensee shall promptly furnish Utility with copies of any accident or incident report(s) sent to Licensee's insurance carriers covering accidents or incidents occurring in connection with and/or as a result of the performance of the work under this Agreement.
- 11.7 No Limitations. Nothing contained in these insurance requirements is to be construed as limiting the extent of either party's responsibility for payment of damages resulting from either party's activities under this Agreement or limiting, diminishing, or waiving Licensee's obligation to indemnify, defend, and save harmless Utility as set forth in Article 12.
- 11.8 Primary Insurance. It is the intent of both parties that Licensee's policies of liability insurance in place in accordance with the provisions of this Article 11 shall be primary insurance but only with respect to Licensee's indemnification obligations hereunder.

ARTICLE 12: INDEMNIFICATION AND LIABILITY

- 12.1 Indemnification. Licensee, and its employees and agents (“**Indemnifying Parties**”) shall defend, indemnify, and hold harmless the City and its officials, employees, commissioners, board members and council members (“**Indemnified Parties**”) against any and all liability, costs,

damages, fines, taxes, penalties, , and expenses (including reasonable attorney's fees of Utility and all other costs and expenses of litigation) (“**Covered Claims**”) that may be asserted by any person or entity and arise from any act, omission, failure, negligence, or willful misconduct, in connection with the construction, maintenance, repair, use, relocation, transfer, or removal by Licensee or by another Indemnifying Party, of Licensee's Wireless Facility or Wireless Equipment, except to the extent of Utility's negligence or willful misconduct gives rise to such Covered Claims. Such Covered Claims include, but are not limited to, the following:

- 12.1.1 Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents as associated with Licensee’s use;
 - 12.1.2 Cost of work performed by Utility that was necessitated by Licensee's or another Indemnifying Party's failure to install, maintain, use, transfer, or remove Licensee's Wireless Equipment in accordance with the requirements and specifications of this Agreement, or from any other work this Agreement authorizes Utility to perform on Licensee’s behalf;
 - 12.1.3 Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by Licensee or other Indemnifying Party pursuant to this Agreement;
 - 12.1.4 Liabilities incurred as a result of Licensee's violation, or a violation by an Indemnifying Party of any law, rule, or regulation of the United States, any state, or any other governmental entity or administrative agency.
- 12.2 Procedure for Indemnification.
- 12.2.1 Utility shall give prompt written notice to Licensee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Utility, Utility shall give the notice to Licensee no later than 15 days after Utility receives written notice of the action, suit, or proceeding.
 - 12.2.2 Utility's failure to give the required notice will not relieve Licensee from its obligation to indemnify Utility unless, and only to the extent that, Licensee is materially prejudiced by such failure.
 - 12.2.3 Licensee will have the right at any time, by notice to Utility, to participate in or assume control of, the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to Utility. Utility agrees to cooperate fully with Licensee.
 - 12.2.4 If Licensee assumes the defense of a third-party claim as described above, then in no event will Utility admit any liability with respect to, or settle, compromise, or discharge, any third-party claim without Licensee's prior written consent.

ARTICLE 13: LIMITATION OF LIABILITY

- 13.1 Limited Liability. Regardless of any other provision of this Agreement, and with the exception of any third-party indemnity obligations, under no circumstances will either party be liable to the other, whether in contract, tort (including negligence and strict liability), warranty, or any other legal theory, for any incidental, indirect, special, or consequential damages whatsoever, such as, but not limited to, loss of profits or revenue, cost of capital or of substitute use or performance, interruptions to operations, or for claims for damages by or to the other party's customers. Furthermore, Utility will not be held liable for the accuracy or integrity of any data or message communicated over Licensee's Wireless Facilities.
- 13.2 Environmental Hazards. The City hereby represents that it has no actual knowledge that the Poles and property adjacent to the Poles contain any Hazardous Substances. Licensor also represents that it does not bring upon, use in, or release from the Poles any Hazardous Substances, nor does its license agreements with other licensees permit the use or storage of Hazardous Substances in, on or about the Poles. Licensee represents and warrants that its use of Poles will not generate any Hazardous Substances, that it will not store or dispose on or about Poles or transport to Poles any Hazardous Substances, and that Licensee's Wireless Facilities will not constitute or contain and will not generate any Hazardous Substances in violation of state or federal law now or hereafter in effect, including any amendments. "**Hazardous Substance**" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local laws, regulations or rules now or hereafter in effect, including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration, or other disaster, its Wireless Facility would not release such Hazardous Substances.
- 13.3 Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Utility or its insurer of the provisions of Wis. Stat. § 893.80, or any other applicable limits on municipal liability.

ARTICLE 14: PERFORMANCE BOND

- 14.1 Duty to Obtain Bond. Licensee shall obtain and maintain at its sole cost a corporate surety bond securing performance of its obligations and guaranteeing faithful adherence to the requirements of this Agreement. The bond shall be: (a) in an amount not less than [\$10,000]; (b) issued by a surety company licensed to do business in the State of Wisconsin; and (c) under terms and conditions acceptable to the City Attorney.
- 14.2 Time Period to Obtain Bond. Licensee shall obtain the bond prior to making any Wireless Attachments under this Agreement and no later than the 30th day after the Effective Date. Licensee shall renew the bond as necessary to keep it in full force throughout the term of this Agreement and for so long thereafter as Licensee maintains any Wireless Attachments on Utility's Poles.
- 14.3 Bond Does Not Limit Other Rights and Remedies. The rights reserved to Utility under the bond are in addition to all other rights. No action, proceeding, or exercise of a right regarding the

bond shall affect Utility's rights to demand full and faithful performance under this Agreement or limit Licensee's liability for damages.

ARTICLE 15: TERM

15.1 Term. This Agreement is effective as of the Effective Date and shall continue in effect for an initial term of five years. Thereafter, this Agreement shall automatically renew from year to year unless terminated by either party by giving written notice of its intention to do so not less than 90 days prior to the end of any term.

ARTICLE 16: TERMINATION

16.1 Utility's Right to Terminate. Utility shall have the right to terminate this Agreement and/or any Permit, if:

- 16.1.1 Licensee fails to comply with any provision of this Agreement or defaults in any of its obligations under this Agreement, and Licensee fails within 45 days after written notice from Utility to correct such noncompliance or default. In such event, Utility may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the Permit covering the Wireless Attachment(s) with respect to which such default or noncompliance shall have occurred. Excepting safety-code related defaults, if the default is of such a nature that it cannot be corrected within 45 days, Licensee's obligation is satisfied if Licensee, within 45 days, submits to Utility a reasonable written plan and work schedule to correct the default promptly and completes that plan on schedule and with reasonable diligence.
- 16.1.2 Licensee's Wireless Facilities are installed, operated, used, maintained, and/or modified in violation of any Law or in aid of any unlawful act or undertaking. Utility agrees not to terminate any Permit under this provision for a period of 45 days, provided that Licensee ceases operations at the site of the violation(s) and is making diligent efforts to correct the violation(s). Licensee shall provide Utility with prompt written notice of any such action under which operation or use of the Wireless Facility or Facilities is denied, revoked, canceled, or reinstated.
- 16.1.3 Any authorization that may be required by any federal, state, or local government or regulatory authority with respect to the installation, operation, use, maintenance, or modification of a Wireless Facility is denied, revoked, or canceled. Utility agrees not to terminate any Permit under this provision for a period of 180 days after receipt of notice of the denial, revocation, or cancellation, provided that Licensee ceases operations at the affected site and is making diligent efforts to obtain or reinstate such authorization(s). Licensee shall provide Utility with prompt written notice of any such action under which operation or use of the Wireless Facility is denied, revoked, canceled, or reinstated.
- 16.1.4 Utility, in its reasonable discretion, believes that termination of any Permit is necessary to ensure the safe and reliable operation and maintenance of Utility's electric system under Section 2.4. Utility will provide at least 30 days' advance notice of termination of any Permit pursuant to this Section.

- 16.2 Removal of Wireless Facilities on Termination. In the event of termination of this Agreement, Licensee shall, in lieu of a Permit Application, submit a plan and schedule to Utility under which Licensee will remove, using its own personnel or a contractor, all of its Wireless Facilities and associated Wireless Equipment located on or near Utility's Poles within 90 days from date of termination; provided however, that Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Utility until Licensee's Wireless Facilities and associated Wireless Equipment are removed. In the event that Licensee fails to vacate the Pole or fails to remove all of its Wireless Equipment, Utility shall have the right, after giving at least 10 days' prior written notice to Licensee, to remove the remaining Wireless Equipment in which event such Wireless Equipment may be retained by Utility as its property without accounting to Licensee therefore, and the expense of such removal and repairs shall be charged to and paid by Licensee without credit for the value, if any, of such Wireless Equipment. Section 18.1.2 applies should Licensee fail to comply with this Section 16.2.
- 16.3 Survival of Obligations. Even after the termination of this Agreement, Licensee's responsibility and indemnity obligations under this Agreement shall continue with respect to any claims or demands related to Licensee's Wireless Facilities.

ARTICLE 17: DUTIES, RESPONSIBILITIES, AND EXCULPATION

- 17.1 Duty to Inspect. Licensee acknowledges and agrees that Utility does not warrant the condition or safety of Utility's Poles, or the premises surrounding the Poles, and Licensee further acknowledges and agrees that it has an obligation to inspect Utility's Poles and/or the premises surrounding the Poles prior to commencing any work on Utility's Poles or entering the premises surrounding the Poles.
- 17.2 Knowledge of Work Conditions. By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its agents, servants, employees, contractors, and subcontractors with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.
- 17.3 **DISCLAIMER. UTILITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO ITS POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 17.4 Missing Labels. Licensee acknowledges that Utility does not warrant that all Poles are properly labeled and agrees that Utility is not liable for any injuries or damages caused by or in connection with missing labels or otherwise improperly labeled Poles. Licensee further agrees to notify Utility immediately if labels or tags are missing or otherwise believed to be improper; however, Utility agrees that Licensee is not liable for any injuries or damages caused by or in connection with Licensee's failure to so notify Utility.
- 17.5 Duty to Supervise. The parties further understand and agree that, in the performance of work under this Agreement, Licensee and its agents, servants, employees, contractors, and subcontractors will work near electrically energized lines, transformers, or other equipment of

Utility, and it is the intention that energy therein will not be interrupted during the continuance of this Agreement, except in an Emergency. Licensee shall ensure that its employees, servants, agents, contractors, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of Utility, and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall furnish its employees, servants, agents, contractors, and subcontractors with competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee agrees that in an Emergency in which it may be necessary to de-energize any part of Utility's equipment, Licensee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.

17.6 Requests to De-Energize.

17.6.1 In the event Utility, in its sole discretion, elects to de-energize any equipment or line at Licensee's request and for Licensee's benefit and convenience in performing a particular segment of any work, Licensee shall reimburse Utility in full for all reasonable costs and expenses incurred in order to comply with Licensee's de-energization request. Except during an Emergency, Utility shall provide, upon Licensee's request, an estimate of all costs (including lost revenue) and expenses to be incurred in accommodating Licensee's de-energization request and, upon reviewing such estimate, Licensee shall confirm whether it intends to continue or withdraw such request.

17.6.2 Licensee shall not make or break electrical connection at Utility's electric service point at any time without Utility's authorization.

17.7 Interruption of Service. In the event that Licensee causes an interruption of service by damaging or interfering with any equipment of Utility's, Licensee at its expense shall immediately do all things reasonable to avoid injury or damages directly resulting therefrom and shall notify Utility immediately.

17.8 Duty to Inform. Licensee further warrants that it understands the imminent dangers **(INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION)** inherent in the work necessary to make installations and removals and to engage in operations on Utility's Poles by Licensee's employees, servants, agents, contractors, or subcontractors, and accepts it as its duty and sole responsibility to notify and inform Licensee's employees, servants, agents, contractors, and subcontractors of such dangers, and to keep them informed regarding same.

ARTICLE 18: TRANSFERS AND ALLOCATION OF COSTS

18.1 Required Transfer, Rearrangement, or Removal of Licensee's Wireless Attachments.

18.1.1 If Utility reasonably determines that it is necessary for Licensee's Wireless Attachments to be transferred to a different or new Pole, rearranged on the same Pole, or removed from the Pole (including, due to an overhead to underground pole-line conversion or termination of a Permit) (collectively, "**Transfer**"), Licensee shall perform such work at

its own expense within 40 days after receiving written notice from Utility or within such other time period for the particular type of Transfer as is set out elsewhere in this Agreement (“**Transfer Period**”).

- 18.1.2 If Licensee fails to Transfer its Wireless Attachments as required under this Agreement within the requisite Transfer Period, Utility shall have the right to charge Licensee the Failure to Transfer Fee and/or to do the work itself using its own personnel or contractors and charge Licensee 110% of the actual costs incurred. Utility shall not be liable for damage to Licensee’s Wireless Equipment except to the extent provided in Article 13.
- 18.2 Allocation of Costs. The costs for any Transfer of Licensee's Wireless Attachments or the modification or replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of Utility's cables or wires) shall be allocated to Utility, Licensee, or other third-party attacher on the following basis:
- 18.2.1 If Utility intends to modify or replace a Pole solely for its own requirements, it shall be responsible for the costs related to the modification or replacement of the Pole, and Licensee shall be responsible for the costs associated with the Transfer of its own Wireless Attachments. Prior to making any such modification or replacement, Utility shall provide Licensee prior written notice in order to allow Licensee a reasonable opportunity to elect to modify or add to its existing Wireless Attachments. If Licensee elects to add to or modify its Wireless Attachments within one year after receiving such notice, Licensee shall bear a pro rata share of the costs incurred by Utility in making the space on the Poles accessible to Licensee.
- 18.2.2 If the modification or replacement of a Pole is necessitated by the requirements of Licensee, Licensee shall be responsible for the costs related to the modification or replacement of the Pole and for the costs associated with the Transfer of any third-party attacher’s equipment. Licensee must submit to Utility evidence, in writing, that it has made arrangements to reimburse all affected third-party attachers for the cost to Transfer such attacher’s equipment. Utility shall not be obligated in any way to enforce or administer Licensee’s responsibility for the costs associated with the Transfer of a third-party attacher’s equipment pursuant to this provision.
- 18.2.3 If the modification or the replacement of a Pole is the result of an additional attachment or the modification of an existing attachment sought by an attacher other than Utility or Licensee, the attacher requesting the additional or modified attachment shall bear the entire cost of the modification or pole replacement as well as the costs associated with the Transfer of Licensee’s Wireless Attachments. Licensee shall cooperate with such third-party attacher to determine the costs of the Transfer of Licensee’s Wireless Attachments.
- 18.2.4 If a Pole must be modified or replaced for reasons unrelated to the use of the Pole (e.g., storm, accident, deterioration), Utility shall pay the costs of such modification or replacement; provided however, that Licensee shall be responsible for the costs of the Transfer of its Wireless Attachments.

18.3 Treatment of Multiple Requests for Same Pole. If Utility receives Permit Applications for the same Pole from two or more prospective attachers within a 60-day period, and accommodating their respective requests would require modification or replacement of the Pole, Utility will evenly allocate among such attachers the applicable costs associated with such modification or replacement.

18.4 Emergencies/Advance Notice.

18.4.1 The written advance notification requirement of this Article 18 shall not apply in an Emergency. During an Emergency, Utility shall provide such advance notice as is practical, given the urgency of the particular situation including a telephone call to Licensee's emergency number (see Contact Sheet attached as **Appendix B**). Utility shall then provide written notice of any such actions taken within 72 hours following the occurrence.

18.4.2 When Utility reasonably determines that a transfer of Licensee's Wireless Facility, or any component thereof, is immediately necessary due to an Emergency, Licensee agrees to allow such Transfer. In such instances, Utility will, at its option, either perform the Transfer using its own personnel and/or contractors or require that Licensee do so immediately. Utility shall not be liable for damage to Licensee's Wireless Equipment except to the extent provided in Section 13.1. Utility shall provide written notice of any such actions taken within 10 days of the occurrence.

18.5 Utility Not Required to Relocate. No provision of this Agreement shall be construed to require Utility to relocate its electric facilities on a Pole for Licensee's benefit.

ARTICLE 19: ATTACHMENT TO AND REPLACEMENT OF DECORATIVE STREETLIGHT POLES

19.1 Conditions for Attachment. In the event that no existing Utility Pole or Streetlight Pole is suitable for Licensee's purposes under this Agreement, Licensee may seek a Permit to attach to a Decorative Streetlight Pole or to replace an existing Decorative Streetlight Pole with a "**Replacement Pole**" that would accommodate Licensee's Wireless Attachments. Utility will not issue such a Permit unless all the following conditions are met:

19.1.1 The original equipment manufacturer of the Decorative Streetlight Pole makes hardware specifically for Wireless Facility attachment, and Utility approves such hardware.

19.1.2 The attachment of the Wireless Facility does not change the primary purpose of the Decorative Streetlight Pole, which shall remain the purpose for which the pole was originally installed, or cause the pole to be a "wireless tower or base station," within the meaning of Section 6409(a) of the Spectrum Act, 47 U.S.C. § 1455.

19.1.3 If streetlight fixtures and mast arms are replaced, the replacements shall match the arc and style of the original streetlight fixture and mast arm, unless otherwise approved by Utility. The replacement streetlight fixture and mast arm shall be at the same height above the ground as the existing streetlight fixture and mast arm.

- 19.1.4 To the extent commercially available and technologically compatible with Licensee’s local network, Licensee shall use Wireless Equipment that has the smallest visual profile and shall be sized appropriately to the scale of the Decorative Streetlight Pole. A decorative transition shall be installed over the equipment enclosure upper bolts, or a decorative base cover shall be installed to match the equipment enclosure size. All hardware connections shall be hidden from view, as much as reasonably possible.
- 19.2 Standards for Replacement of Decorative Streetlight Poles. In addition to the standards set out in Section 19.1, the following standards also apply to the replacement of an existing Decorative Streetlight Pole (“**Replacement Pole**”):
- 19.2.1 Replacement Poles shall be of a similar design, material, and color as the replaced pole and other Decorative Streetlight Poles within the immediate area, unless Utility approves an alternative design proposed by Licensee.
- 19.2.2 All Replacement Poles shall be constructed in the same location, or reasonably close to, the Decorative Streetlight Pole being replaced.
- 19.2.3 Replacement Poles shall be designed and engineered to support a streetlight fixture and, if applicable, a mast arm of length equal to that of the existing Decorative Streetlight Pole to be replaced or of a length approved by Utility based on the location of such pole.
- 19.2.4 All Replacement Poles shall have new streetlight fixtures of the same manufacturer, model, and light output as the removed fixture and nearby streetlight fixtures, or as otherwise approved by Utility.
- 19.2.5 Replacement Poles, including, but not limited to, the pole itself, head, fixtures, mast arm (if applicable) and electrical components, shall have a five-year manufacturer’s replacement warranty.
- 19.2.6 Replacement Poles shall meet all applicable Engineering Standards, including American Association of State Highway and Transportation Officials structural guidelines for roadway applications and the American National Standards Institute requirements for vibrations.
- 19.2.7 The height of the Replacement Poles be measured from the ground to the top of poles. All Replacement Pole heights shall be consistent with those of the poles being replaced or the existing poles in the immediate area and in accordance with any applicable statute or rule of law.
- 19.2.8 Each Replacement Pole component shall be architecturally compatible to create a cohesive aesthetic.
- 19.3 Cost Responsibility. Licensee shall be solely responsible for the following costs:
- 19.3.1 The cost of removing the pre-existing Decorative Streetlight Pole in a manner that will allow its reuse and delivering the pole to Utility’s storage yard.

- 19.3.2 The cost to design and install the Replacement Pole and to purchase and deliver at least one back-up Replacement Pole to Utility's storage yard to be used in the event the Replacement Pole is damaged and needs to be replaced. Utility may require purchase and delivery of additional back-up Replacement Poles, taking into account the number of Replacement Poles Licensee installs at any one time. Licensee shall be responsible for replenishing Utility's inventory of back-up Replacement Pole(s) as needed to maintain the required number in utility's storage yard at all times.
- 19.3.3 In the event a Replacement Pole is damaged and, in Utility's sole judgment, needs to be replaced, Utility shall, using its own personnel or a contractor, remove the damaged pole and install a back-up Replacement Pole. All such work shall be done at Licensee's expense. Licensee shall be responsible for replacing its Wireless Attachments on the back-up Replacement Pole.
- 19.4 Ownership of Replacement Poles. Upon completion of construction, inspection, and acceptance by Utility of a Replacement Pole and upon delivery to Utility of a back-up Replacement Pole, ownership of such Replacement Poles shall transfer to Utility.
- 19.5 Utility's Discretion. Notwithstanding anything to the contrary in this Article 19, Utility may, in its sole discretion, deny Licensee's application to attach to an individual Decorative Pole.

ARTICLE 20: NOTICES

- 20.1 Written Notices. Unless otherwise provided in this Agreement, any notice, request, consent, demand, or statement contemplated to be made by one party to or upon the other shall be in writing and shall be treated as duly delivered when it is either (i) personally delivered to the office of Utility in the case of notice to be given to Utility, or personally delivered to the office of Licensee in the case of notice to be given to Licensee or (ii) deposited in the United States Mail and properly addressed to the party to be served as follows:

If to Utility, to: Evansville Water & Light
 Attn: Municipal Services Director
 31 S Madison St
 PO Box 529
 Evansville, WI 53536

If to Licensee, to: United States Cellular Operating Company LLC
 Attn: Real Estate Lease Administration
 8410 W. Bryn Mawr Avenue
 Chicago, IL 60631

or to such other address as either party may, from time to time, give the other party in writing.

- 20.2 Electronic Notices Allowed. The above notwithstanding, the parties may agree in specific instances to use electronic communications (such as email) for notifications related to the Permit Application and approval process and necessary transfers or pole modifications, but not for

tender of any legal notices. Licensee shall provide a local contact for all such notices upon execution of this Agreement.

- 20.3 Licensee's 24-hour Emergency Number. Licensee shall maintain a staffed 24-hour emergency telephone number (see Contact Sheet attached as **Appendix B**), not available to the general public, by which Utility can contact Licensee to report damage to Licensee's Wireless Facilities or other situations requiring immediate communications between the parties. Such contact person shall be qualified and able to respond to Utility's concerns and requests. Licensee's failure to maintain an emergency contact number shall eliminate Utility's liability to Licensee for any action Utility deems reasonably necessary given the specific circumstances.

ARTICLE 21: ASSIGNMENT

- 21.1 Assignment. Licensee may not assign or otherwise transfer its rights under this Agreement to any other person or entity without Utility's prior written consent, which consent shall not be unreasonably withheld.
- 21.2 Sub-Licensing. Licensee shall not sub-license any rights under this Agreement to any third party or Affiliate. Any such action shall constitute a material breach of this Agreement.
- 21.3 Obligations of Assignee/Transferee and Licensee. No assignment or transfer by Licensee of this Agreement shall be effective until the assignee or transferee acknowledges to Utility in writing that it agrees to assume all of Licensee's obligations arising under this Agreement. Licensee shall furnish Utility with written notice of the name, address, and contact information for the transferee or assignee.

ARTICLE 22: UNAUTHORIZED WIRELESS ATTACHMENTS

- 22.1 Unauthorized Wireless Attachment Fee.
- 22.1.1 Utility, without prejudice to its other rights or remedies under this Agreement, including but not limited to, requiring Licensee to immediately remove an Unauthorized Wireless Attachment, may require Licensee to submit a Permit Application and pay the Unauthorized Wireless Attachment Fee set out in **Appendix A** within 30 days after the date of written or email notification from Utility of an Unauthorized Wireless Attachment.
- 22.1.2 If such Permit Application is not received by Utility within the specified time period, Licensee shall remove the Unauthorized Wireless Attachment within seven days at its sole expense. In the event Licensee fails to remove the Unauthorized Wireless Attachment within the seven-day period, Utility may remove the Unauthorized Wireless Attachment without prior notice and without liability, using its own personnel and/or contractors, and charge Licensee 110% of the actual cost incurred.
- 22.2 Failure to Act. No act or failure to act by Utility under this Article 22 shall be deemed a ratification or grant of permission to Licensee to maintain the Unauthorized Wireless Attachment.

ARTICLE 23: PAYMENT OF TAXES

- 23.1 Each party shall pay all taxes and assessments lawfully levied on its own property, facilities, and equipment, whether free-standing or attached to Utility's Poles. The taxes and assessments that are levied on Utility's Poles shall be paid by Utility, but any tax, fee or charge levied on Utility's Poles solely due to Licensee's use shall be paid by Licensee. Licensee agrees that if any tax, fee, or charge is levied against Utility solely due to Licensee's equipment or facilities being attached to or supported by Utility's Poles, Licensee will reimburse Utility the full amount of said tax, fee, or charge.

ARTICLE 24: MISCELLANEOUS PROVISIONS

- 24.1 Amending Agreement. This Agreement shall not be amended, changed, or altered except in writing and with approval by authorized representatives of both parties.
- 24.2 Entire Agreement. This Agreement and its appendices constitute the entire agreement between the parties concerning attachment of Licensee's Wireless Facilities to Utility's Poles. Unless otherwise expressly stated in this Agreement, all previous wireless attachment agreements, whether written or oral, between Utility and Licensee are superseded and of no further effect, except as to provisions that survive termination.
- 24.3 Severability. If any provision or portion thereof of this Agreement is declared invalid by a court or agency of competent jurisdiction, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement, but rather it is the intent of the parties that this Agreement be administered as if it did not contain the invalid provision.
- 24.4 No Waiver. If Utility fails to take action to enforce compliance with any of the terms and conditions of this Agreement, such failure shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated, in accordance with this Agreement.
- 24.5 Wisconsin Law Shall Apply. This Agreement is deemed executed in the State of Wisconsin and shall be construed under the laws of the State of Wisconsin without regard to its conflict of laws principles.
- 24.6 Venue for Litigation. In the event suit or action is instituted to enforce or interpret any of the terms of this Agreement, the parties agree that proper venue for such action or suit shall lie in the Circuit Court, County of Rock, State of Wisconsin.
- 24.7 Incorporation of Recitals and Appendices. The recitals stated above and all appendices to this Agreement are incorporated into and constitute part of this Agreement.
- 24.8 Compliance with Laws. The parties shall comply with any and all Laws in performing their obligations under this Agreement.
- 24.9 No Third-Party Beneficiaries. Except as otherwise expressly stated, the parties have no intent to, and do not, create any third-party rights or interests in this Agreement.

- 24.10 Public Records. Materials provided to Utility pursuant to this Agreement are public records that may be made publicly available pursuant to state and federal public records law. Notwithstanding the foregoing, Licensee may designate items that it reasonably believes contain proprietary or confidential information by clearly marking each portion of such materials accordingly, and Utility shall endeavor to treat the information as proprietary and confidential, subject to applicable state and federal public records laws and Utility's determination that Licensee's request for confidential or proprietary treatment of the application materials is reasonable. Utility shall not be required to incur any costs to protect any materials submitted to Utility pursuant to this Agreement from disclosure.
- 24.11 Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Execution of this Agreement by facsimile or electronic signatures shall have the same legally binding effect as an original paper version.

Utility and Licensee have executed this Agreement in duplicate on the dates set forth on the signature pages that follow.

[SIGNATURE PAGES FOLLOW]

UTILITY:

**City of Evansville,
acting in its capacity as a Wisconsin public utility**
By:

Name: _____

Title: _____

Date: _____

LICENSEE:

[Name of Licensee]

By:

Name: _____

Title: _____

Date: _____

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**APPENDIX A
FEES**

The fees set out in the Fee Schedule shall increase annually as provided in Article 3 and shown in the tables below.

| FEE SCHEDULE | |
|---|---|
| Permit Application Fee | Initial Application: [\$100] per Pole for collocation on an existing Pole \$1000 per Pole for a new or replacement Pole Modification Application: [\$100] per Pole [2%] annual escalator |
| License Fee | [\$250] per Pole per year [2%] annual escalator |
| Unauthorized Wireless Attachment Fee | 4 times the License Fee amount for each Unauthorized Wireless Attachment |
| Failure to Transfer Fee | ¼ of the License Fee amount for each affected Pole for each day, until the Wireless Attachment is transferred, rearranged, or removed |

ATTACHMENT PERMIT

- **Date Application Received by Utility:** _____
- **Date Attachment Permit Issued by Utility:** _____

[**Evansville Water & Light**] hereby grants [**NAME OF COMPANY**] permission to attach, modify, or remove Wireless Attachment(s) and/or Wireless Equipment on the Poles indicated below, subject to the terms and conditions of the License Agreement for Wireless Attachments to Poles between the parties [**and the attached permit conditions**].

| Poles for Wireless Attachments | Poles for Modifications | Vacated Poles |
|--------------------------------|-------------------------|---------------|
| 1. _____ | 1. _____ | 1. _____ |
| 2. _____ | 2. _____ | 2. _____ |
| 3. _____ | 3. _____ | 3. _____ |
| 4. _____ | 4. _____ | 4. _____ |
| 5. _____ | 5. _____ | 5. _____ |

[**NAME OF UTILITY**]

By: _____

Print Name: _____

Title: _____

**APPENDIX B
INITIAL CONTACT SHEET**

Licensee's contact information must be updated annually if it has changed from the previous year (see Section 8.5.5 of the Agreement and **Appendix C**).

| UTILITY CONTACT INFORMATION | | |
|------------------------------------|------------------------|---------------------------------|
| | Phone Number(s) | Email |
| Business Hour Contact | (608)-882-2288 | chad.renly@ci.evansville.wi.gov |
| Emergency Contact | (608)-921-9100 | chad.renly@ci.evansville.wi.gov |

| LICENSEE CONTACT INFORMATION | | |
|-------------------------------------|------------------------|--------------|
| | Phone Number(s) | Email |
| Business Hour Contact | | |
| Emergency Contact/NOC | | |
| Billing Department | | |

**APPENDIX C
ANNUAL REPORT FORM**

This form is to be submitted annually in accordance with Section 8.5 of the Agreement.

12-Month Reporting Period: _____ to _____

| NEW WIRELESS ATTACHMENTS | |
|--|--------------------|
| Location (by Utility Pole number, if available) | Description |
| | |
| | |
| | |

| MODIFICATIONS TO PRE-EXISTING WIRELESS ATTACHMENTS | |
|---|--------------------|
| Location (by Utility Pole number, if available) | Description |
| | |
| | |
| | |

| NON-FUNCTIONAL WIRELESS EQUIPMENT | |
|--|--------------------|
| Location (by Utility Pole number, if available) | Description |
| | |
| | |
| | |

| REMOVED WIRELESS EQUIPMENT | | |
|--|--------------------|------------------------|
| Location (by Utility Pole number, if available) | Description | Date of Removal |
| | | |
| | | |
| | | |

UPDATED CONTACT SHEET

This section should be filled out if Licensee’s contact information has changed from the previous year (see Section 8.5.5 of the Agreement).

| UPDATED LICENSEE CONTACT INFORMATION | | |
|---|------------------------|--------------|
| | Phone Number(s) | Email |
| Business Hour Contact | | |
| Emergency Contact/NOC | | |
| Billing Department | | |

~~FIRST SECOND~~ READING
CITY OF EVANSVILLE
ORDINANCE #2020-13

AN ORDINANCE AMENDING CHAPTER 130 OF THE ZONING CODE

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

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

Sec. 130-6. Definitions.

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

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

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Sec 130-675. General Regulations.

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

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

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

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

DIVISION 15. RESIDENTIAL DISTRICT ONE (R-1)

Sec. 130-981. Purpose and intent.

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

(Code 1986, § 17.39(1))

Sec. 130-982. Uses permitted by right.

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

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

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

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

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

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

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

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

- a. *Off-street parking.* At least one space shall be provided by the operator for every one to two rooms being rented and two spaces for every three and four rooms being rented.
 - b. *Signs.* A sign no larger than four square feet in size will be allowed on the property, with the location and design of the sign to be subject to the approval of the police chief and historic preservation commission, respectively.
- (10) Community living arrangement (nine to 15 residents) (per section 130-378).
- (11) Railroad line (per section 130-485).
- (12) Single-family dwelling units with an above-grade floor area of at least 900 and less than 1,200 square feet.

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

Sec. 130-984. Requirements for all uses.

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

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

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

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

- a. Three feet for side yards.
- b. 20 feet for street side yards.
- ~~b-c. Five feet for rear yards.~~

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

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

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

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

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

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

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

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

(12) Buildings and Structures Lot Coverage Standards

- a. Maximum lot coverage by impervious surfaces shall be forty percent (40%) of lot area.
- b. Maximum front yard coverage by impervious surfaces shall be thirty five percent (35%) of lot area, provided maximum lot coverages are not exceeded.
- c. Maximum linear garage coverage on a building's front elevation shall be fifty percent (50%)
- d. Maximum Driveway Width at sidewalk of 20 feet, ~~25~~ 30 feet at front setback line. 35 feet at front setback line when shared with adjacent parcel by access easement

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

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

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

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

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

DIVISION 16. RESIDENTIAL DISTRICT TWO (R-2)

Sec. 130-1001. Purpose and intent.

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

(Code 1986, § 17.40(1), Ord. 2005-50)

Sec. 130-1002. Uses permitted by right.

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

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

- (10) Home occupation, when meeting all of the criteria of section 130-531.
- (11) Community living arrangement (one to eight residents) (per section 130-377).
- (12) Community living arrangement (nine to 15 residents) (per section 130-378).

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

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

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

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

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

Sec. 130-1004. Requirements for all uses.

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

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

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~~(5) Minimum rear yard setback: 20 feet.~~

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

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~~Minimum front setback: 25 feet.~~

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

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

a. Three feet for side yards.

b. 20 feet for street side yards.

a. Five feet for rear yards.

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

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

(7) Minimum lot area:

a. Single-family: 8,000 square feet for lots platted after December 31, 2000; 6,000 square feet for lots platted before January 1, 2001.

b. Two-family: 10,000 square feet for lots platted after December 31, 2000; 8,000 square feet for lots platted before January 1, 2001.

c. Two-family twin: 5,000 square feet per lot.

d. Three-family: 12,000 square feet.

e. Four-family: 14,000 square feet.

(8) Minimum side yard setback:

~~a. Single-family, two-family, three-family, and four-family: Eight feet; total 20 feet on both sides.~~

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~~b. Two-family twin: Zero feet on the interior (common wall) lot line. Ten feet on exterior side lot lines.~~

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

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1. Linear garage frontage does not exceed 40% of the building's front elevation.

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2. Building is a two-story structure

3. Front Porch at least 25 square feet in size

4. Street facing garage doors are recessed by at least four feet behind the façade of the ground floor of the principal building.

5. Driveway width does not exceed 15 feet in front setback area or is shared by access easement with adjacent lot.

- f. Occupied dwelling units shall maintain 10 feet of building separation, unless fireproofed
- g. Driveway side and rear yard setbacks: 3 feet,

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

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

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(14) Buildings and Structures Lot Coverage Standards

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

~~(13)~~

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

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

Allen Creek & North Union Street Redevelopment Master Plan



Prepared for the
City of Evansville, Wisconsin

By R.A. Smith & Associates, Inc.

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Table of Contents

| | |
|---|-----|
| Introduction | 1 |
| Allen Creek & North Union Street Project Area | 3 |
| Community Input | 7 |
| Market Analysis..... | 9 |
| Real Estate Analysis | 13 |
| Redevelopment Plan & Development Standards | 15 |
| Implementation Strategies..... | 27 |
| | |
| Appendix A: Adopting Resolution | A-1 |
| Appendix B: Alternative Redevelopment Scenarios | B-1 |
| Appendix C: Stakeholder Interviews | C-1 |
| Appendix D: Commercial Business Attraction Strategies | D-1 |

Introduction

U.S. Highway 14 (Union Street) extends north from Evansville's historic downtown area. This road is the principal commuter route to and from the City to larger communities in neighboring Dane County, including the City of Madison and its suburbs. As such, the corridor serves as an important gateway to the City.

This ***Allen Creek & North Union Street Redevelopment Master Plan*** is meant to address adverse conditions that exist within the corridor, and to provide a roadmap for its future development and economic vitality. The City of Evansville holds a vision of the district as a healthy and attractive business environment that is well integrated into the adjacent downtown and surrounding residential neighborhoods.

Commercial uses have developed along this corridor over a period of several decades. The City of Evansville's ***2005 Comprehensive Plan*** recommends a continuation of these types of uses. More recently, though, a stronger commercial area has developed on the east side of the City. This new commercial strip has impacted the vitality of both the North Union Street project area and the adjacent downtown. As a result, Union Street businesses must define a market niche in the face of both local competition and regional competition from surrounding communities. Actions to steer appropriate commercial development into the North Union Street Corridor

will be a critical factor in the future development and viability of the district.

Because of their age, many of the existing properties in the Allen Creek & North Union Street project area have been developed prior to current City standards for building and site design. The appearance of some of these properties is a concern to the community, which desires consistent standards and a coordinated design to create a distinctive sense of place throughout the district. This plan provides recommendations for new development standards that recognize the site design needs of businesses likely to locate in different parts of the corridor, while still creating a pedestrian-friendly commercial district.

Lastly, the City of Evansville seeks to establish a physical tie between the Allen Creek & North Union Street corridor and the historic downtown. This connection will be accomplished through a variety of means including vehicle and pedestrian connections, land uses, site design, and streetscape.

The ***Allen Creek & North Union Street Redevelopment Master Plan*** was prepared under the supervision of the City of Evansville's Redevelopment Authority, which approved the final plan on September 18, 2007. The plan was approved by the Plan Commission on November 5, 2007, and adopted by resolution of the Common Council on November 13, 2007.

Allen Creek & North Union Street Project Area

The Allen Creek & North Union Street project area, depicted in Map 1 on the following page, is generally bounded by Church Street on the south, Allen Creek and the railroad right-of-way on the west, the City limits to the north, and roughly the first tier of parcels bordering the east side of Union Street.

Land Use

The project area consists of 33 properties on either side of North Union Street or Main Street, totaling 39.85 acres. In addition to these, portions of two larger properties, located on the east side of Highway 14, fall into the area.

A majority of these properties are in the City's B-3, Community Business District, although a small number of parcels bordering Main Street are in the B-2, Central Business District and a handful of properties along the railroad track are zoned B-5, Special Use Business District. Eight parcels at the north end of the project area are zoned R-1, Residential District, and large tracts east of North Union Street are zoned A-1, Agricultural District or C-1, Lowland Conservancy District.

The City's *2005 Comprehensive Plan* identifies a mix of future land uses in the project area. These vary from commercial, retail, and office uses in the southern half of the project area, to a mixture of light industrial, governmental or institutional, residential, and commercial, retail, and office uses further north and along the edges of the district.

Environmental Features

The topography of the project area is generally level, sloping downward to the west to drain into Allen Creek. There is one wetland area located on the east side of Union Street, near the center of the project area. A portion of this wetland is in the C-1, Lowland Conservancy District. In addition, parts of the project area in this vicinity are heavily wooded.

The Federal Emergency Management Agency (FEMA) is currently in the process of updating its 100- and 500-year floodplain mapping for Rock County. Preliminary maps for the City of Evansville indicate that the majority of the project area is outside of the 100-year flood zone. The exceptions to

this are found near the southwest corner of Union Street and Main Street, along a drainage ditch and Allen Creek.

The Wisconsin Department of Natural Resources has identified two sites within the corridor where environmental remediation activities are ongoing. These are at 65 North Union Street and 340 North Union Street. The contamination at these sites is minor in nature and should not be an impediment to redevelopment.

Leonard Park is an important feature in the area. This large community park includes a pool, recreational facilities, and part of the shoreline of Lake Leota. The park can help to anchor the district, and should be made identifiable from the corridor.

Transportation

Union Street, which is also U.S. Highway 14 and State Highway 59, is a two-lane highway entering the City of Evansville from the north. The highway was reconstructed in 2005. The portion of the road extending south approximately from Madison Street was built as an urban cross-section with curb and gutter. The northern portion has a rural cross-section with a gravel shoulder.



Looking south on Union Street (U.S. Highway 14)

There is a sidewalk on the west side of the street that extends from the intersection with Main Street to just north of Madison Street. There is a small seg-

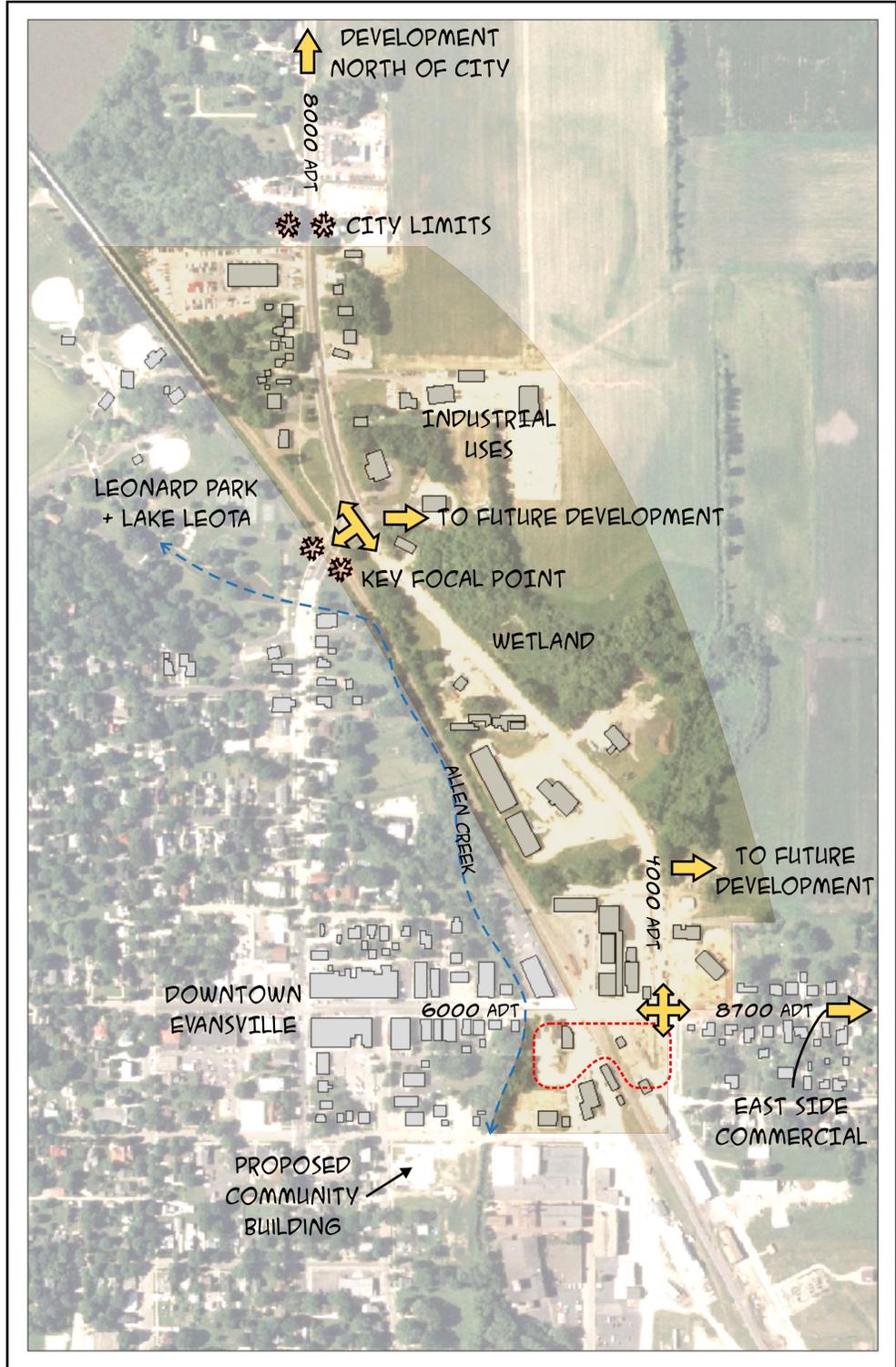
Map 1: Allen Creek & North Union Street Redevelopment Area
Project Area Opportunity Analysis

ment of sidewalk on the east side of the street near the intersection with Main Street. Decorative lighting was installed on Union Street between Main Street and Madison Street, and overhead power lines were relocated to the railroad corridor. Trees have been planted in the terrace.

The transportation element of the City's **2005 Comprehensive Plan** suggests the potential for a bypass route on U.S. Highway 14. This would route traffic around the City, reducing the volume of traffic through the project area. Many of the existing or potential future businesses along this route will depend on traffic passing through the City. The economic impacts of a bypass should be considered for both their impact to the North Union Street corridor and to the downtown.

In 2003, North Union Street carried a total of only 4,000 cars per day near its intersection with Main Street. This would be considered very light traffic for a commercial corridor. Main Street had somewhat higher counts, with 6,000 cars per day to the west of Union Street, and 8,700 cars to the east. The traffic count on Highway 14 north of the city limits was also higher, at 8,000 cars per day.

The **2005 Comprehensive Plan** identifies two off-road bicycle and/or pedestrian paths planned



within the project area. These include a trail along Allen Creek and the railroad corridor, linking downtown to Lake Leota, and a second trail extending east from the intersection of Madison Street and

Union Street, connecting to future residential development areas.

Private Property Development

A small portion of the project area lies along Main Street near Allen Creek. The character of buildings in this area is much more typical of a traditional downtown, although most of the properties included in the project area have been cleared. This segment of Main Street was also reconstructed in 2005. The City is considering replacement of the bridge over Allen Creek in 2008.

Properties in the project area represent building styles and development standards spanning a century. As might be expected, some of these existing developed areas do not match current expectations with regard to site design, architecture, construction materials, or landscaping, as reflected in the City's codes or design guidelines. Access management issues, however, have been partially addressed through reconstruction of Union Street.

The City of Evansville prepared a report on **Commercial Development Design Standards** in 2006, in response to concerns raised during preparation of the Comprehensive Plan. These design standards recommend limiting new commercial buildings to no more than 50,000 square feet, and contain additional recommendations related to franchise design, landscaping standards, parking lots, and lighting. The report discusses specific guidelines that may apply to the Allen Creek & North Union Street area, including:

- ✧ application of the standards to both new construction and as buildings are altered;
- ✧ requirements for the use of quality exterior materials consistently on all building façades;
- ✧ establishment of a minimum window area on the street elevations of buildings;
- ✧ regulation of the acceptable color palette for buildings;
- ✧ prohibitions on the use of neon lighting, except in signs;
- ✧ requirements for a prominent building entry;
- ✧ orientation of the primary building façade and entrance toward the street;

- ✧ articulation of the façade to break up its mass;
- ✧ variation of the building's roofline;
- ✧ modification of franchise design and color schemes to reflect community character;
- ✧ location of a majority of the parking to the side and rear of buildings;
- ✧ provision of screening for all mechanical equipment;
- ✧ provision of screening for loading areas;
- ✧ regulation of fencing types and its construction;



Looking south on Union Street at the intersection with Main Street

- ✧ application of identical standards to secondary or accessory buildings;
- ✧ regulation of access on larger commercial buildings;
- ✧ establishment of driveway connections between adjacent properties; and
- ✧ provision of community amenities on large commercial buildings.

The City has also adopted design standards for the Evansville Historic district. While the Allen Creek & North Union Street project area does not fall within the historic district, these standards may provide a benchmark for establishing a cohesive design approach.

Community Input

Staff from R.A. Smith & Associates interviewed several of the property and business owners in the Allen Creek & North Union Street corridor to determine their concerns and desires for the area. These stakeholders represent a variety of uses including residential, commercial, and light industrial sites. A more detailed review of their input is provided in Appendix C.

The impact of recent road construction on U.S. Highway 14 and on Main Street has been a consistent concern of many of the stakeholders. There is a perception that this construction has diverted customer traffic, and businesses have suffered from this along with poor access. Some stakeholders commented that a bypass would have a similar impact. The commercial businesses rely on passing traffic for their customers.

Most of the people interviewed agreed that the corridor should remain primarily commercial. Several people noted the potential for neighborhood commercial development on the northern stretch of U.S. Highway 14, where it could serve the daily commuter traffic headed north to the Madison area. One comment specifically singled out hotels as a desirable use within the corridor. At the time, a hotel development was being considered for a site on U.S. Highway 14 just north of Main Street.

There are mixed feelings on what additional land uses, if any, should be permitted. Residential or mixed-use development appears to be favored by a majority, provided that it is secondary to the commercial areas.

There is less support for light industrial uses, yet owners of these businesses tended to express concerns that they might be forced out if the area were to redevelop. Several acknowledged that, due to the nature of their business, their properties may not be particularly attractive.

Property owners generally support redevelopment within the project area. Several property owners indicated that they have considered redevelopment, or would be open to an opportunity if it came along. Of those who have considered redevelopment projects, several would favor multi-family residential or mixed-use buildings, while a couple have looked at strictly commercial development. Completion of the multi-year street reconstruction project is seen as an inducement to spur redevelopment, and some property owners expressed a desire for the City to actively promote this new investment.

Although most interviewees felt that the existing aesthetic along the corridor is less than appealing, business and property owners tend not to favor strict design standards for the project area. There is a concern that these would not be perceived as "business-friendly." A number of business owners commented that the City's effort might be better directed to encouraging better property maintenance. Maintaining green space along the corridor is seen as important as well as promoting the history of the City.

Market Analysis

Evansville is a small community surrounded by larger metropolitan areas that provide substantial competition for its retail businesses. While this is the first consideration for determining what businesses may be supported within the community, the City's other commercial districts (downtown and East Main Street) further help to determine what businesses may locate within the Allen Creek & North Union Street project area.



Ace Hardware on East Highway 14

Trade Area and Competition

A quick way to begin defining the City's trade area is to examine the locations and strength of discount and grocery stores in the region. These are evolving, as Roundy's recently acquired Copp's and Dick's Supermarkets, and Wal-Mart is currently planning to replace its discount stores in Stoughton and Monroe with new supercenters selling both general merchandise and groceries.

Evansville has a small Piggly-Wiggly grocery store on U.S. Highway 14 on the east side of the City. There are no general merchandise stores in the community, although Ace Hardware may fill this role to a small extent. For the most part, small communities around Evansville (such as Belleville, Oregon, Edgerton, Brodhead, Albany, Monticello, and New Glarus) have a similar range of retail shops.

Stoughton has a larger grocery and a Wal-Mart, currently planned for conversion to a supercenter. Already located on an important route to Madison, Stoughton presents stronger competition than other neighboring communities.

To the southwest, Monroe is the principal influence on Evansville's drawing power. That city has a Wal-Mart also slated for conversion to a supercenter, a Farm & Fleet, and a Shopko. Its groceries include a new Piggly-Wiggly, a new Pick 'n Save, and Aldi.

Much stronger competition is located in the metropolitan areas of Janesville and Madison. In addition to regional malls (one in Janesville and three in Madison) these communities have Target, Shopko, Wal-Mart, and Farm & Fleet discount stores, along with grocery chains including Sentry, Pick 'n Save or Copp's, Cub Foods, Aldi, and Woodman's.

The trade area may be further delimited by examining commuting patterns, which serve as a good surrogate for shopping trips. By far the largest flow of workers (37.2%) is northward to the Madison area. In comparison, 20.2% of workers commute to Janesville or elsewhere in Rock County.

Map 2, on the following page, depicts the extent of regional retail competition and a likely trade area for the City of Evansville. This trade area would be applicable to a more general level of commercial activity, including such items as groceries, hardware, pharmacy items, and personal services. Evansville falls almost entirely within the trade areas of its metropolitan neighbors for general merchandise and specialty goods.

Market Potential

In Wisconsin, the typical household spends about \$23,300 annually on the kinds of goods and services which would be purchased from businesses in a typical commercial setting¹. There are approximately 10,176 people living within the delineated trade area for Evansville, resulting in aggregate annual purchases of about \$237 million. Given that

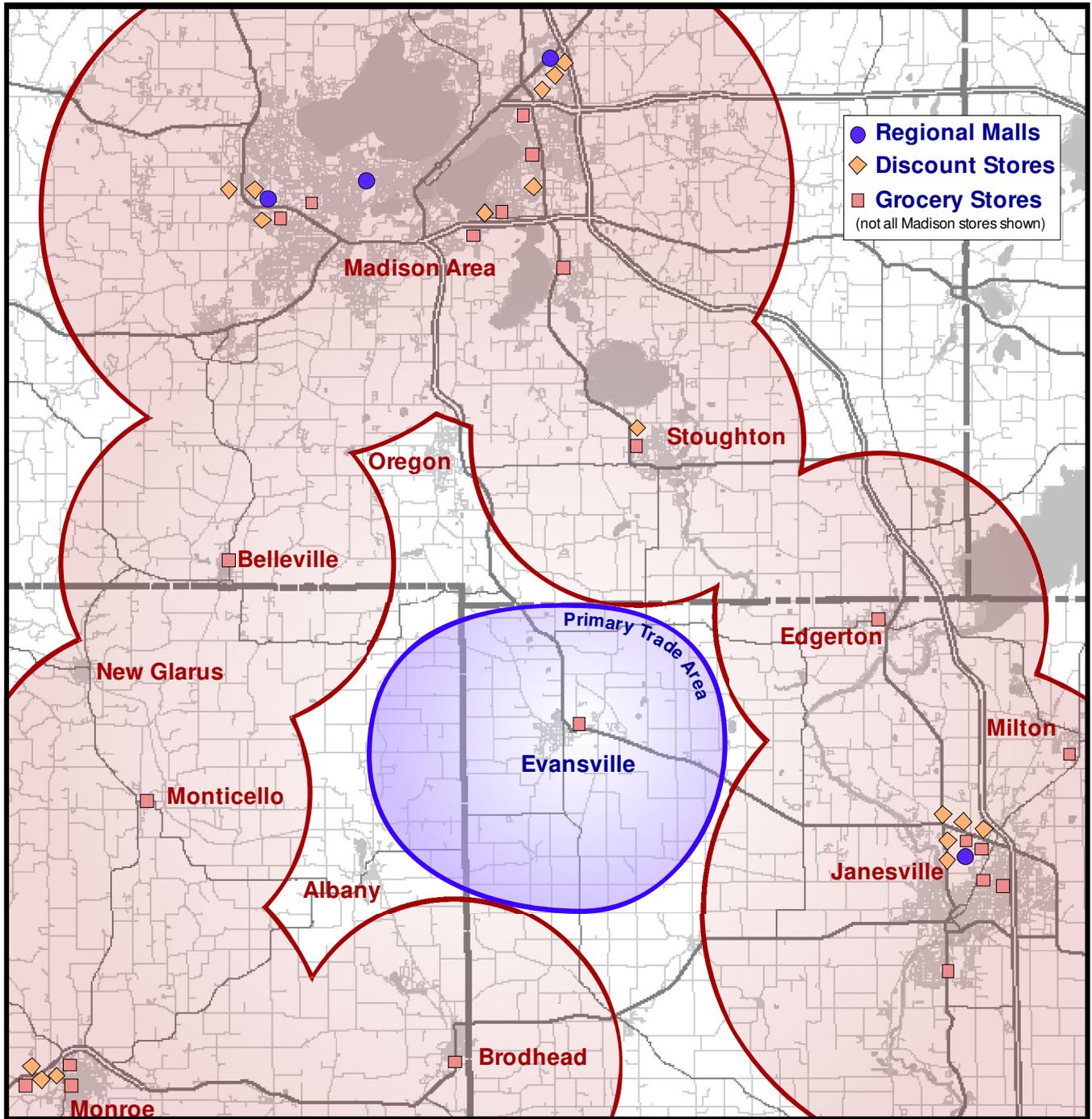
¹ Derived from U.S. Bureau of the Census data. This figure does not include rent, mortgage, utility, or similar payments which would not be purchased in a retail setting.

Evansville lacks many common categories of retail goods and services, a substantial share of this market potential is "leaking" from the city to larger communities with a more diverse commercial sector.

Retail and Service Business Markets

Based on population thresholds for retail stores and services in Wisconsin, the City of Evansville might expect to have several of the retail goods and services listed in Table 1. A population threshold is de-

Map 2: Regional Grocery and Discount General Merchandise Store Competition



rived by dividing the population of the state by the number of establishments of a given type. This gives some indication of the number of people in a trade area that may be needed to support a particular kind of business, and in turn, point to market opportunities in the community. Table 1 lists all of the retail and service businesses with a threshold of 20,000 people or less (roughly twice the population in Evansville's trade area). This is not intended to be interpreted as a list of the kinds of businesses to be attracted to the City, but to indicate the character of businesses, which will help to plan an appropriate development pattern to accommodate them.

The retail and service businesses considered most likely to locate within the Allen Creek & North Union Street corridor include business and professional offices, personal services, automotive and convenience-oriented retail, and eating places. The limited trade area population and competition from the well-anchored East Main Street commercial district make significant community-oriented retail (ex., furniture, clothing, general merchandise, etc.) development along North Union Street a difficult proposition.

Professional offices may include legal, medical, financial, or similar kinds of services. Many of these uses are currently located within the downtown area. Locations along North Union Street could provide an expansion opportunity for these existing businesses in addition to sites for new businesses in the community. In addition, this district may be a suitable location for any primary business which operates in an office environment.

Personal services include hair care, spas, laundry, and similar services. This is a growing economic sector nationally, and the area's population growth will only tend to fuel that growth locally. As these new businesses enter the community, they may find the North Union Street area to be a desirable location.

North Union Street, and even more so, U.S. Highway 14 north of the intersection with Madison Street, is the principal route for commuters entering or leaving the City to travel between Evansville and Madison. As such, it is an ideal location for the convenience-oriented retail catering to this market. Examples of these businesses include limited-

Table 1: Retail and Service Business Population Thresholds

| Retail Store or Service Type | Population Threshold | Expected Number |
|--|----------------------|-----------------|
| Full service restaurants | 980 | 10.38 |
| Limited service restaurants | 1,434 | 7.10 |
| Drinking places | 1,487 | 6.84 |
| Insurance agencies and brokerages | 1,541 | 6.60 |
| Offices of physicians | 1,860 | 5.47 |
| Gas stations with convenience stores | 2,007 | 5.07 |
| Offices of lawyers | 2,037 | 5.00 |
| Offices of dentists | 2,146 | 4.74 |
| Beauty salons | 2,240 | 4.54 |
| Automotive mechanical repair | 2,257 | 4.51 |
| Accounting, tax prep., bookkeeping | 2,504 | 4.06 |
| Commercial banking | 2,587 | 3.93 |
| Child care services | 2,693 | 3.78 |
| Computer services | 3,624 | 2.81 |
| Management consulting services | 3,696 | 2.75 |
| Gocery stores and supermarkets | 3,999 | 2.54 |
| Hotels | 4,193 | 2.43 |
| Automotive body and painting | 4,733 | 2.15 |
| Building materials dealers | 4,985 | 2.04 |
| Offices of chiropractors | 4,996 | 2.04 |
| Engineering services | 5,075 | 2.01 |
| Gift, novelty, and souvenir shops | 5,309 | 1.92 |
| Auto parts stores | 5,553 | 1.83 |
| Pharmacies and drug stores | 5,966 | 1.71 |
| New car dealers | 6,540 | 1.56 |
| Securities brokerages | 6,696 | 1.52 |
| Veterinary services | 7,307 | 1.39 |
| Temporary help services | 7,709 | 1.32 |
| Used car dealers | 8,128 | 1.25 |
| Sporting goods stores | 8,262 | 1.23 |
| Fitness or recreation centers | 8,386 | 1.21 |
| Direct selling establishments | 8,712 | 1.17 |
| Credit unions | 8,763 | 1.16 |
| Women's clothing stores | 9,100 | 1.12 |
| Furniture stores | 9,327 | 1.09 |
| Florists | 9,386 | 1.08 |
| Snack and beverage stores | 9,465 | 1.08 |
| Jewelry stores | 9,566 | 1.06 |
| Savings institutions | 9,711 | 1.05 |
| Specialty food stores | 9,948 | 1.02 |
| Shoe stores | 10,015 | 1.02 |
| Beer, wine, and liquor stores | 10,267 | 0.99 |
| Nursery, garden, farm supply stores | 10,314 | 0.99 |
| Gas stations | 10,385 | 0.98 |
| Hardware stores | 10,482 | 0.97 |
| Other miscellaneous stores | 10,943 | 0.93 |
| Photographic services | 10,996 | 0.93 |
| Travel agencies | 11,023 | 0.92 |
| Funeral homes and services | 11,776 | 0.86 |
| Floor covering stores | 11,932 | 0.85 |
| Radio, TV, and appliance stores | 12,028 | 0.85 |
| Family clothing stores | 12,855 | 0.79 |
| Offices of optometrists | 13,118 | 0.78 |
| Used merchandise stores | 13,188 | 0.77 |
| Dry cleaning and laundry services | 13,433 | 0.76 |
| Other home furnishings | 14,064 | 0.72 |
| Home health care services | 14,710 | 0.69 |
| Bowling centers | 15,055 | 0.68 |
| Architectural services | 15,106 | 0.67 |
| Car washes | 15,524 | 0.66 |
| Offices of physical therapists | 15,966 | 0.64 |
| RV parks and recreational camps | 16,495 | 0.62 |
| Offices of mental health practitioners | 16,617 | 0.61 |
| Graphic design services | 16,678 | 0.61 |
| Office administrative services | 16,741 | 0.61 |
| Other personal care services | 16,741 | 0.61 |
| Outpatient care centers | 16,930 | 0.60 |
| Offices of other health practitioners | 17,256 | 0.59 |
| Tire dealers | 17,322 | 0.59 |
| Household appliance stores | 17,525 | 0.58 |
| Hobby, toy, and game stores | 18,463 | 0.55 |
| Optical goods stores | 18,851 | 0.54 |
| ALL STORES AND SERVICES | | 139.51 |

service (i.e., fast food) restaurants and gas stations with convenience stores.

Finally, this location may be suited to full-service restaurants. This may especially be true if the site may offer additional amenities such as views of Allen Creek (such as along Main Street) and attractive outdoor dining or event space.

Additional Market Opportunities

Several development opportunities may exist in addition to the retail and service uses identified above. These include contractors and related product showrooms, residential housing, and industrial uses.

Evansville has grown rapidly in recent years, as it is seen as a low-cost housing location within a commuting distance of the Madison area. In similar communities, residential growth of this nature has led to growth of the local construction industry. As these contractors seek expanded locations, some may also provide a showroom or retail space in their facilities. This market could be attractive as a means to introduce retail elements into the North Union Street commercial district.

Several construction-related businesses are already located within the corridor. The character of these, though, is more industrial rather than retail. Industrial uses are, in fact, a potential market for property in the corridor, and some light industrial areas are identified on the City's Comprehensive Plan. If these continue to be considered as a targeted use, care must be taken in determining which uses are suitable, and in ensuring a design that is compatible with other desired uses in the corridor.

There are currently a few small, single-family homes located along U.S. Highway 14. While it may not be desirable to replicate this kind of development, residential uses may be compatible with corridor development plans. This may include vertical

mixed-use development (ground floor offices or retail with residential units above) or multi-family residential buildings such as senior-oriented housing and care facilities.

The Comprehensive Plan anticipates a demand for future multi-family housing. Accessibility for commuters, Allen Creek, and the proximity of Leonard Park and the downtown contribute to make this corridor attractive for these uses.

Relationship to Other Business Districts

Some of the communities around Evansville have attempted to develop a specialty, tourist-oriented business community in their downtowns. Stoughton and New Glarus have had good success in this, bringing in galleries, antique stores, and other specialty shops. While a similar business cluster has not developed in Evansville's downtown, the City may consider this as an approach to downtown revitalization. These uses would not be attractive for the Union Street corridor.

Filling the downtown's historic buildings with retail shops and services catering to visitors would be a significant inducement for the service businesses now located there to seek new locations on North Union Street. These businesses could be an important market for new development on North Union Street.

In general, the Allen Creek & North Union Street project area will benefit from strong physical ties to the neighboring downtown. There is a good opportunity to create a synergy between these two districts, as they pull more customers when combined than either may pull individually. While the two districts may compete as a location for some types of businesses, there can be variation in their core tenants. Because of their adjacency, it is still more desirable for a business to be located in the neighboring district rather than elsewhere in the community.

Real Estate Analysis

As noted in the market analysis, commercial opportunities well-suited to the market and to the Allen Creek & North Union Street project area include professional offices, business and personal services, and highway-oriented commercial uses. Additionally, residential and some light industrial uses may be supported in the area.

Land Use Analysis

In evaluating the physical qualities of the district, some of the likely uses may be better-suited to certain locations in the project area. Generally, the project area may be considered to have three sub-areas, including a downtown extension along Main Street, a downtown fringe or transitional commercial area on North Union Street between Main Street and Madison Street, and a highway commercial area extending along Union Street north of Madison Street.

The current patterns of land use do not necessarily reflect the areas described above. Although there is already some of the clustering described above, there are a variety of uses in the district, and often several on individual lots. These include retail, services, contractor shops, storage, and other activities.

Highway 14 has the highest traffic volume north of the intersection with Madison Street. It is the principal route for commuters exiting or returning to the City. This stretch of the corridor, therefore, is best suited to highway commercial uses. These may include gas stations and convenience stores, fast food restaurants, and other auto-oriented uses. Automobile sales, such as the dealership already located on North Union Street, may fall within this area.

Professional offices, business services, and personal services will be more likely to benefit from proximity to the downtown and would therefore be more suited to locations along Union Street south

of the intersection with Madison Street, or along Main Street.

Retail uses may locate at any point within the project area, however, they are more likely to choose locations along Union Street where on-site parking may be provided.

Residential uses may be appropriate as a secondary use at any location along the corridor. Areas along Main Street and on Union Street south of Madison Street may be more suitable than the northern part of the project area. Residential is not recommended as a primary use at any point along the corridor, with the exception of semi-commercial residential facilities such as assisted living complexes. These should be held to the same design standards as commercial uses.

Parcel Configuration

Individual properties within the district vary in size from about a quarter-acre to four or five acres, although a majority are less than an acre in size. These are appropriate sizes for the kinds of businesses that are likely to have an interest in locating in the project area. The small professional office, service, and retail uses that can be supported in Evansville will typically locate (or co-locate) in buildings around 2,500 to 5,000 square feet in size. A quarter to a half-acre lot is often sufficient to accommodate buildings of this size. As a result, land assembly is not likely to be a significant component of redevelopment plans for the project area.

Development may be constrained by the configuration of some of the properties in the project area. Many of the earlier-platted lots have frontage that is narrower than the lot depth. Other properties are shallow, particularly on the west side of Union Street near the Madison Street intersection. Finally, some properties on the east side of Union Street will be constrained by wetlands and environmental corridors that prevent development.

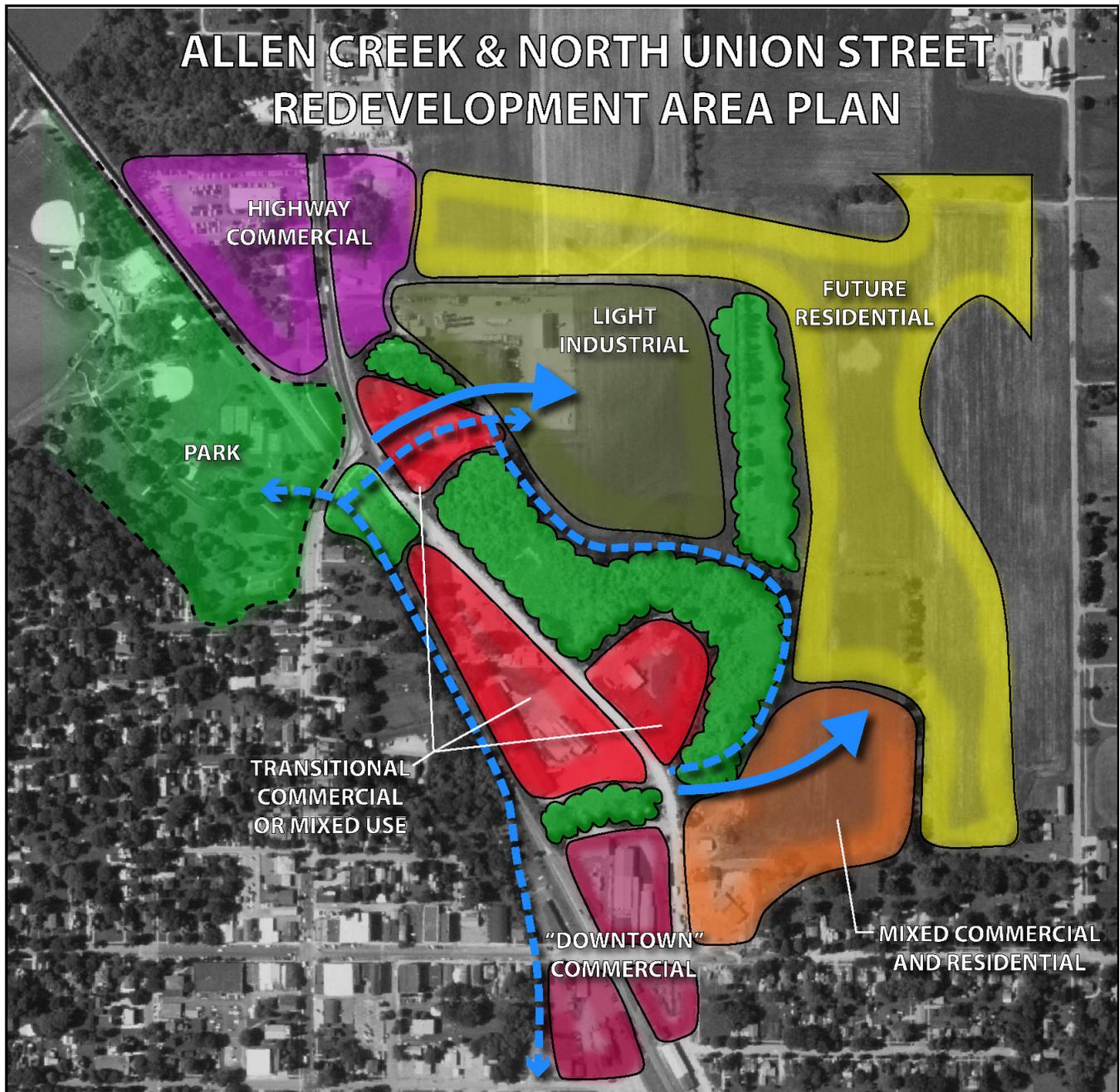
Redevelopment Plan & Development Standards

The *Allen Creek & North Union Street Redevelopment Master Plan* reflects broad community desires to extend Evansville's downtown, while recognizing market conditions that will determine likely uses and design needs within the project area. The plan seeks to provide a balanced approach to assuring the highest possible design quality while still being attractive to the limited market for new

commercial development that exists in the City of Evansville.

Plan Areas

The plan divides the project area into several sub-areas, all of which may develop with a different character (although not necessarily different uses).



These sub-areas were delineated based on a combination of market factors and physical features. (See figure on page 15.) These sub-areas should not be confused with zoning districts, as the intentions of the plan may be accomplished by having differing development standards apply within different portions of the same zoning district.

✧ Downtown Extension Area

This area includes those portions of the project area on either side of Main Street, extending west from Allen Creek to North Union Street. It is adjacent to the existing downtown, and future development in this area is anticipated to have the same character as in the downtown district.

Properties bordering Allen Creek are expected to develop in a manner that uses the creek as an amenity. A bicycle and pedestrian trail may pass through the area. Upper-level residential

uses are encouraged.

Parking areas on properties located between Main Street and West Church Street are presently used informally as a pathway for vehicle traffic between these two streets. The City has considered construction of an actual street in this location. Concept plans for this area demonstrate how this may be accomplished and provide public parking for businesses at the east end of the downtown.

✧ Transitional Commercial Area

This area extends along both sides of North Union Street from the edge of the Downtown Extension Area, north to Madison Street. Site development within this area should create a desirable pedestrian environment, although greater accommodation is made for automobiles than is the case in the Downtown Extension Area. Buildings are still oriented to the street, however, and parking areas are well screened.

This area contains extensive environmental corridors including wetlands. These are anticipated to remain, and will create considerable lengths of green-space along the east side of Union Street. Commercial development along that side of the street, therefore, will not be continuous. The plan indicates a path along the edge of the environmental corridor as a preferred means of providing pedestrian access on the east side of Union Street.

✧ Highway Commercial Area

Further accommodations for automobile traffic are made in this area, in recognition of the traffic volume and the types of businesses likely to be drawn to the area. While more parking may be located near the street, pedestrian access should still be emphasized and the impact of



auto-related features, such as drive-through windows and gas pumps, should be minimized through placement to the side of buildings.

✧ Mixed Commercial and Residential Area

This area is likely to be a gateway to future residential development east of the project area. It is a deep site, at least compared to other properties in the corridor. It is also a site where development may be constrained by an environmental corridor, that could become an asset for certain kinds of uses.

The **Allen Creek & North Union Street Redevelopment Master Plan** proposes to use this site as a transitional area between commercial uses (located toward Union Street) and low-intensity office or residential uses further back on the property. These uses would take access on a public road extending from Union Street to future development sites east of the site. One of the goals of this strategy should be to provide a less intensive transition from existing residential uses on Main Street (east of the project area) to the more intensive commercial uses on Union Street.

✧ Leonard Park Area

Leonard Park lies north of Madison Street, immediately west of the project area. As Evansville's community park, it is a center for activities and a traffic generator for businesses in the Union Street corridor. The intersection of Madi-

son Street with Union Street offers an opportunity to extend the park east of the railroad tracks to Union Street. This will create a strong, central focal point in the corridor and an improved gateway to the park.

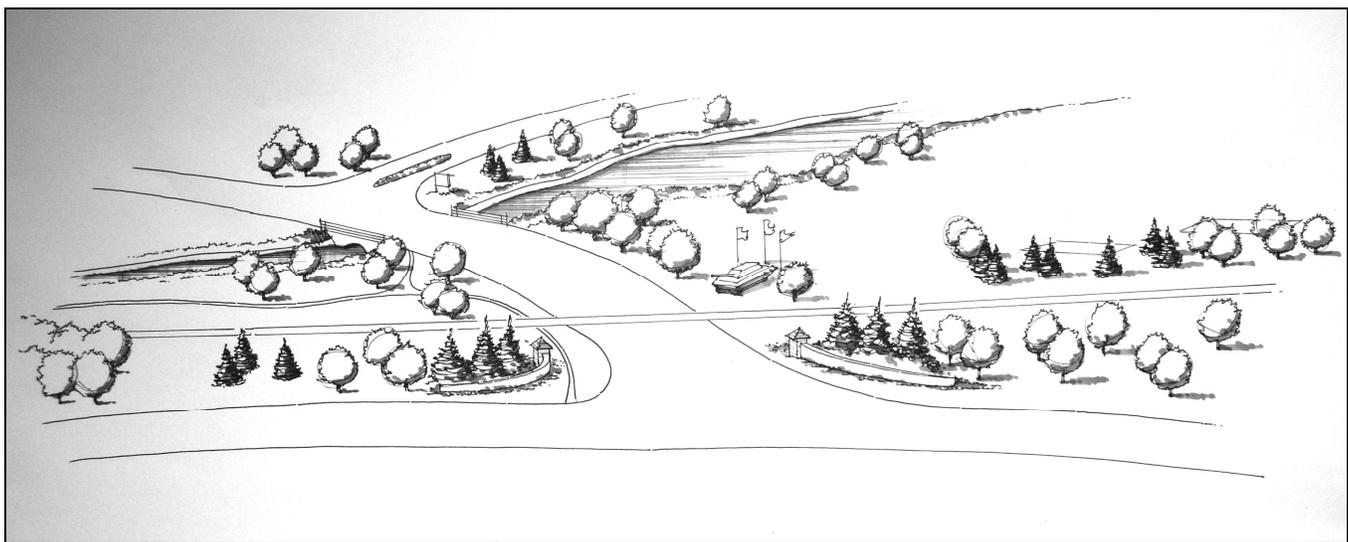
There is a significant area of right-of-way east of the railroad tracks, in which the City of Evansville may create a gateway feature to the park. This should utilize the same materials found in the historic parts of the park, including limestone walls.

✧ Light Industrial Area

There is an existing industrial zone east of the project area, near its northern end. The City's **2005 Comprehensive Plan** shows this area expanding, although the Union Street frontage will remain commercial. This **Allen Creek & North Union Street Redevelopment Master Plan** recommends that access to the site be provided by an extension to Madison Street, where traffic control may be provided at some future time, as warrants are established. Madison Street may be extended through the industrial area to future residential neighborhoods indicated in the **2005 Comprehensive Plan**.

✧ Future Development Areas

Evansville's **2005 Comprehensive Plan** recommends residential development on land east of the project area. Planning for the North Union Street corridor should provide accommodation



Conceptual gateway feature to Leonard Park from North Union Street at Madison Street

for public road access to these future development sites, providing customers a convenient route to businesses in the corridor and in the downtown. An extension of Madison Street east of Union Street is the most desirable location for this access. A second access point is shown further to the south, through the mixed commercial and residential area.

Bicycle / Pedestrian Path

The City of Evansville has long desired a bicycle and pedestrian path following Allen Creek and linking the downtown to Leonard Park. While locating the path next to commercial uses on Union Street might make these uses more accessible, a rail spur would necessitate locating the path next to the road, where there is already a sidewalk. In addition, a path on the east side of the railroad track would not allow views or access to Allen Creek. For these reasons, the **Allen Creek & North Union Street Redevelopment Master Plan** recommends locating the path on the west side of the railroad tracks, along the bank of Allen Creek, from Main Street north to the entrance to Leonard Park.

At Madison Street, the path is shown to split, with an extension across North Union Street to an environmental corridor on the east side of the street. One branch of the path will turn south through the environmental corridor, eventually returning to North Union Street. A second branch of the path would continue east into future development areas.

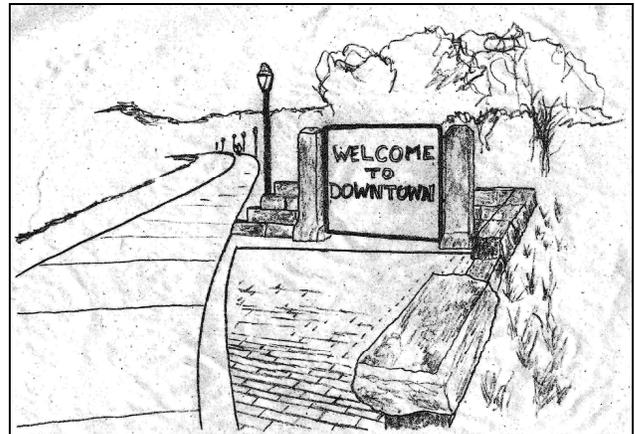
Plans for a senior center are being considered at a location on the southeast corner of Church Street and Maple Street. The path may be extended to Church Street along Allen Creek to provide a connection to this building.

Access Management

Traffic on North Union Street varies from 4,000 to 8,000 cars per day. As more businesses locate in the corridor and more workers use the corridor to commute to and from Madison, it will be important to manage access to the highway to maintain traffic flow and reduce conflicts. This is typically achieved by limiting the number of access drives any lot may have, and by encouraging shared access drives whenever possible.

Depending on the volume of traffic and the configuration of parcels, communities will often limit driveway access to one drive for every 100 to 300 feet of frontage. Seven of 23 properties bordering on North Union Street have less than 100 feet of frontage. Another six have less than 200 feet of frontage. This **Allen Creek & North Union Street Redevelopment Master Plan** recommends that the number of driveways be limited to a minimum of one for every existing lot, and no more than one for every 200 feet of road frontage. When adjacent lots are jointly developed or under common ownership, a shared drive may be required so that there is no more than one driveway for every 200 feet of combined frontage.

These access management standards and decisions related to future driveway access may need to be reviewed by the Wisconsin Department of Transportation.



Concept for a gateway feature

Gateways

As people enter and pass through the North Union Street corridor, they will encounter several important gateways. These include the entry to the City at the north end, Leonard Park at the intersection with Madison Street, and the entry to the downtown on both Union Street and Main Street. These entries should be addressed with a combination of signage and landscaping intended for both pedestrians and automobiles.

Development Standards for the Allen Creek & North Union Street Redevelopment Area



Development Standards

Development standards are intended to provide guidance on site and building design for future development in the project area. These standards represent a balanced approach to the community's desire to see the project area develop with a pedestrian character similar to the downtown, and the

The following standards are meant to apply to all new construction or renovation within the project area. These standards are intended to foster a physical environment that is functional and attractive for both vehicles and pedestrians. The development standards will assure a minimum quality of development and a harmonious design for the corridor. The following principles were used in preparing these standards.

- ✧ North Union Street is an urban street and not a rural highway. As such, preference is given to creating a quality urban environment and a functional commercial corridor. Moving traffic quickly is a secondary concern.
- ✧ The public streetscape should be attractive and well maintained. Sidewalks should be

realization that new development needs to provide accommodation for automobile traffic. The three commercial areas, mixed-use area, and light industrial area in this plan vary in the manner in which they prioritize pedestrian or automobile orientation, based on the nature of the uses most likely to be found in each area.

wide, offer a refuge from traffic, and connect all destinations in the corridor. Ornamental lighting and street furniture (benches, trash receptacles, etc.) should contribute to creating a sense of place. Street trees should provide shade for pedestrians and improve area aesthetics.

- ✧ Private development should create an attractive street wall. Buildings should engage both pedestrians through an attractive design, transparent storefronts, entries on the street, and attractive landscaping. Parking and service areas should be easily accessed, but still have a minimal presence from the street.
- ✧ Lighting should be adequate to provide safety and security, without being excessive.

- ✧ Various types of signs should be provided to address both pedestrians and vehicles.

This section begins with general standards applicable in all areas of the Allen Creek & North Union Street Redevelopment Area. Alternate standards for different parts of the project area are identified.

General Architectural Standards

The City of Evansville envisions that new development within the Allen Creek & North Union Street Redevelopment Area will be compatible with the historic downtown and neighboring residential districts, and that the corridor will develop in a manner



New building designed in a traditional style

that is friendly to pedestrians as well as automobiles. To that end, the following design standards will apply to the architecture of new or renovated buildings within the project area.

- ✧ Buildings should be designed to reflect traditional architectural styles found in the existing downtown area and adjoining neighborhoods.
- ✧ Buildings will be designed at a pedestrian scale (proportions, massing, articulation, etc.), and exhibit a high quality of detail and materials at the pedestrian level.
- ✧ The primary entry to the building must be oriented to the street façade. Principal entries should be easily identifiable and emphasized through architectural treatment, lighting, awnings, or other appropriate features.
- ✧ Buildings must be designed to be compatible with surrounding development. Excessive dif-

ferences in height, scale, color, style, or other characteristics will be avoided, or mitigated through appropriate design techniques.

- ✧ Architectural treatments such as cornices, overhanging eaves, transom windows, awnings, window moldings, sills, horizontal or vertical banding, and similar details should be provided to add interest to the building façade.
- ✧ Architectural treatments (details, materials, fenestration, etc.) will be applied consistently across all visible building façades.
- ✧ Street-level façades should be designed to be mostly transparent (a minimum of 50% transparent or lightly tinted glass). Building design should provide a distinction between upper and lower façades.
- ✧ The building exterior should be designed to reflect the interior arrangement of units through the use of features such as individual entries, groupings of windows, columns or piers, material changes, or other techniques.
- ✧ Uninterrupted wall or roof planes of thirty feet or more will be avoided. Windows, doors, dormers, offsets, or other features may be used to break up the plane.
- ✧ Buildings should incorporate sign bands as an appropriate location for business signage.
- ✧ Buildings located at the intersection of two public streets should incorporate prominent architectural details that enhance the visual quality of the corner.
- ✧ Buildings consisting of two or three stories are encouraged. Where only one floor is provided, a parapet wall or other treatment must be used to increase the building's height.
- ✧ Buildings façades fronting on Allen Creek should incorporate windows, doors, and other detail that creates an attractive appearance from the creek banks. Long, blank walls should be prohibited. Properties on the creek bank should be encouraged to view the creek as an amenity, providing outdoor seating, patios, walkways, or other site amenities tied to the creek.

- ✧ Generally appropriate building façade materials include brick, stone or cast stone, wood, cement resin board, and transparent glass. Materials such as concrete block, tile, concrete, EIFS, metal, spandrel (opaque) glass or glass block may be appropriate as accent materials. Standing seam metal panels, T-111 or similar plywood panels, and vinyl siding should be avoided.
- ✧ Exterior building colors should be compatible and used consistently on all building façades. Contrasting colors and franchise colors should use muted tones. Primary colors should typically be avoided.
- ✧ Customary "franchise architecture" should be modified to fit within the unique context of the project area.
- ✧ Lighting should be provided to illuminate building entries and accent the building façade. Lighted display windows are encouraged.
- ✧ All building mechanical, HVAC, electrical, plumbing, and similar features must be completely concealed from view from any public right-of-way.
- ✧ Garage doors may not face any public right-of-way. When located on a side wall, garage doors will be set back a minimum of fifty feet from the right of way and screened with landscaping.
- ✧ Accessory structures located on a single lot should reflect the same architectural style, materials, colors, and character of the primary structure.

General Site Design Standards

Sites within the Allen Creek & North Union Street Redevelopment Area will be designed to offer an attractive street edge for both pedestrians and vehicles. Buildings and landscaping will help to define a consistent street wall along the corridor. Parking will be located to the side or rear of the principal structure, and service uses will be located at the rear of the lot.

- ✧ Buildings should be placed to help define a street wall along any public right-of-way.

Minimum and maximum building setbacks are provided as follows:

- Downtown extension area: No setback from Main Street; 5 to 10 foot setback from other public streets.
- Transitional commercial area: 5 to 10 foot setback from right-of-way.
- Highway commercial area: 25 foot setback.
- Mixed commercial and residential area: 5 to 10 foot setback from North Union Street; 25 foot setback from other public streets.
- Light industrial area: 25 foot setback.



Example of a traditional downtown with buildings set back from the street.

- ✧ Accessory Structures may be located no closer to any street than the primary structure.
- ✧ In order to maintain the street wall, buildings should be designed to extend across a minimum length of the street frontage. The following standards apply to all street frontages:
 - Downtown extension area: 75 percent.
 - Transitional commercial area: 60 percent.
 - Highway commercial area: 40 percent.
 - Mixed commercial and residential area: 60 percent on North Union Street; 40 percent on other streets.

- Light industrial area: 40 percent.
- ✦ Building proximity and density are significant influences on the pedestrian environment, and property owners should be encouraged to pursue development that fully utilizes the property available. To that end, the following maximum lot coverage ratios (for buildings and for impervious surfaces) should be established:
 - Downtown extension area: 90 percent
 - building and lot coverage.
 - Transitional commercial area: 50 percent building coverage; 80 percent impervious surface lot coverage.
 - Highway commercial area: 40 percent building coverage; 70 percent impervious surface lot coverage.
 - Mixed commercial and residential area: 50 percent building coverage; 80 percent



Summary of Proposed Site Development Standards

| Project Area Location | Downtown Extension | Transitional Commercial | Highway Commercial | Mixed Commercial and Residential | Light Industrial |
|--|---------------------------------------|-------------------------|--------------------|---|------------------|
| Building Setback (Minimum) | None (West Main) 5-10 feet (Other) | 5-10 feet | 25 feet | 5-10 feet (Union Street) 25 feet (Other) | 25 feet |
| Building Setback (Maximum) | None (West Main) 5-10 feet (Other) | 5-10 feet | 25 feet | 5-10 feet (Union Street) 25 feet (Other) | 25 feet |
| Street Frontage (Minimum Coverage) | 75% | 60% | 40% | 60% (Union Street) 40% (Other) | 40% |
| Building Lot Coverage (Maximum) | 90% | 50% | 40% | 50% | 40% |
| Impervious Area Lot Coverage (Maximum) | 90% | 80% | 70% | 80% | 70% |
| Building Floor Area Ratio (Maximum) | 200% | 100% | 80% | 100% (Union Street) 80% (Other) | 50% |

impervious surface lot coverage.

- Light industrial area: 40 percent building coverage; 70 percent impervious surface lot coverage.
- ✧ The following floor area ratios should be established.
 - Downtown extension area: 200 percent.
 - Transitional commercial area: 100 percent.
 - Highway commercial area: 80 percent.
 - Mixed commercial and residential area: 100 percent on North Union Street; 80 percent on other streets.
 - Light industrial area: 50 percent.
- ✧ An attractively planted landscaping strip should be provided across the entire street frontage of the lot. This landscaping strip should extend 5 to 10 feet back from the street right-of-way, identical to the building setback, and include a combination of groundcover, low (under three feet), and canopy plantings.
- ✧ A paved pedestrian walkway must be provided from the public sidewalk to the principal building entrance(s).
- ✧ Parking must be located to the side or rear yard. No portion of any parking lot may extend closer to the street than the street facade of the principal building on the lot, or closer than 10 feet to the right-of-way, whichever is greater.
- ✧ Parking lots should be screened from the street through a combination of a berm or low wall, along with plants, to a minimum 30 inches in height, extending the length of the parking lot's street frontage. Large parking areas (more than 40 stalls) should include internal landscaping islands.
- ✧ A minimum of one driveway opening will be provided for existing lots in the project area. A maximum of one driveway opening will be provided for every 200 feet of frontage for existing lots in the project area. Shared driveways between adjacent lots are encouraged.

If any existing lot is subdivided, shared access must be provided so that the number of driveway openings is no more than would be permitted for the original lot.

- ✧ Drive-through or drive-up service areas are permitted at the side or rear of buildings. A single, one-way driving lane may be provided between the building and right-of-way only in the highway commercial area, no closer than 10 feet to the right-of-way, and must be extensively screened with a combination of a berm or low wall, and plantings.
- ✧ Service areas, including loading areas and trash receptacles, must be located at the rear of any building and screened from view from the public right-of-way.
- ✧ Where permitted, outdoor storage must be effectively screened from view from any public right-of-way. Stored vehicles or materials may not project above the height of the screening provided.
- ✧ Adequate site lighting should be provided for both pedestrian and vehicle circulation.

General Sign Standards

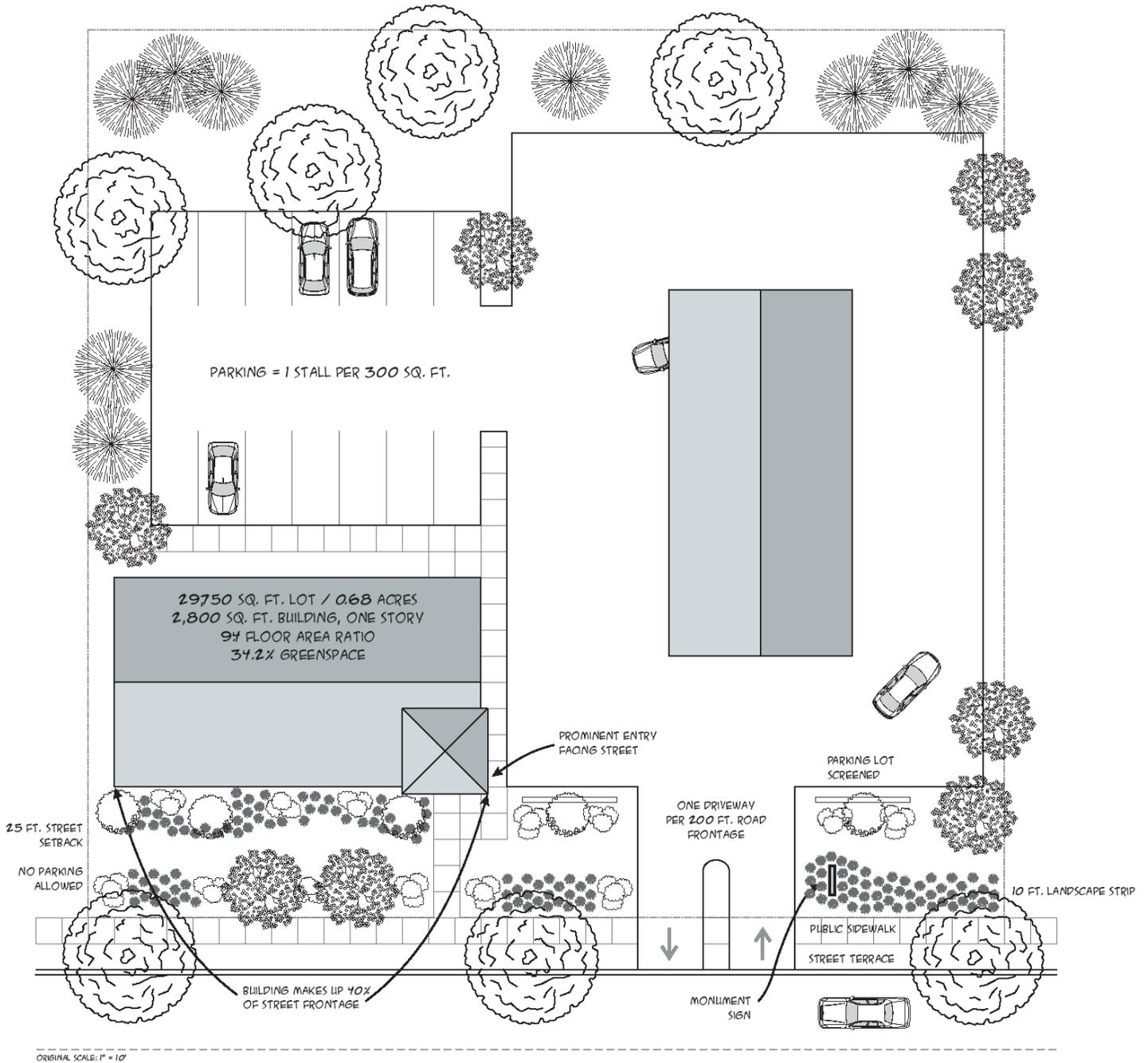
Buildings are encouraged to provide a combination of signage designed for both pedestrians and vehicles. The following are guidelines for appropriate signage.

- ✧ Signage mounted on a building should be designed to fit within the architecture of the building.
- ✧ Sign colors should be chosen to compliment the colors on the building façade. A minimum number of colors is preferable.
- ✧ Indirect lighting is preferable to internally-illuminated signs. Back-lit box signs with translucent faces will not be permitted.
- ✧ One monument sign should be permitted for each development. This sign may list multiple tenants in the development. Monument signs should be no more than 4 feet tall and should be externally-illuminated.
- ✧ One wall-mounted sign should be permitted for each building tenant.

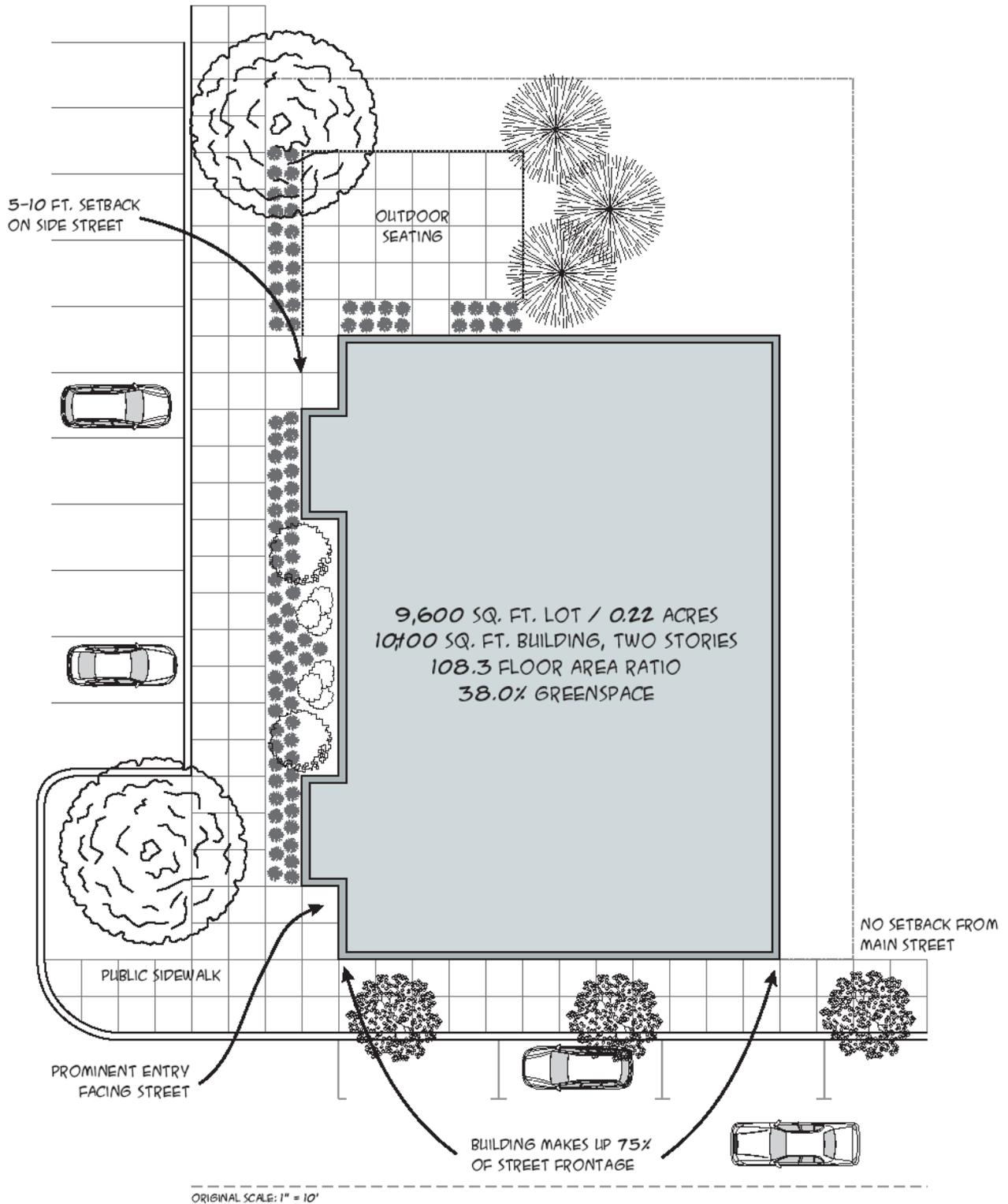
✧ Pedestrian-level signage should be provided on the street-level building façade. This may include wall-mounted or window signs, including a directory of building tenants. Pedes-

trian signage will not contain characters larger than 2 inches in height, or cover an aggregate area of greater than 10 percent of the street-level building façade.

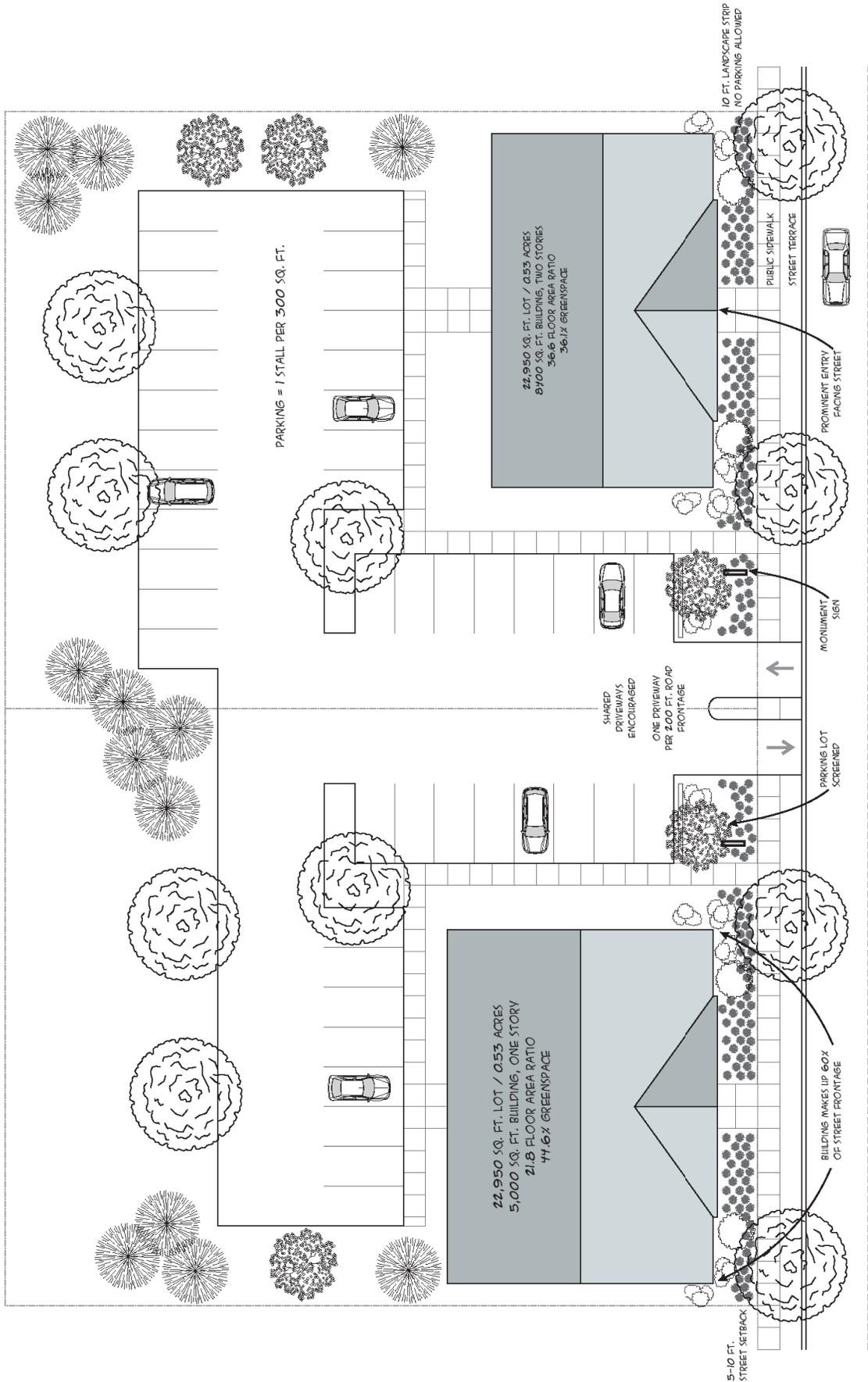
SITE DEVELOPMENT STANDARDS - HIGHWAY COMMERCIAL AREAS



SITE DEVELOPMENT STANDARDS DOWNTOWN EXTENSION AREA



SITE DEVELOPMENT STANDARDS – TRANSITIONAL COMMERCIAL AREAS



Implementation Strategies

Implementing the recommendations contained in this plan will include both physical improvements and amendments to the City of Evansville's Comprehensive Plan and ordinances. Key implementation measures are discussed in this section of the project report.

Physical Improvements

The ***Allen Creek & North Union Street Redevelopment Master Plan*** contains recommendations for several public capital development projects that are meant to spur private redevelopment in the project area. These include:

- ✦ developing gateways to the community and to the downtown;
- ✦ extending the entrance to Leonard Park east to North Union Street;
- ✦ constructing a new street extending between Main Street and West Church Street, in a location west of the railroad tracks; and
- ✦ constructing a bicycle and pedestrian path along the bank of Allen Creek, between West Church Street and the entrance to Leonard Park.

A majority of the project area falls within the boundaries of the City of Evansville's Tax Incremental District No. 5 (TID 5), as amended in 2005. The path along Allen Creek was included as an itemized project in the TID 5 plan, with construction anticipated in 2008. While not listed in the TID plan, the new road and the gateway features may be considered for funding through the TID.

The City of Evansville is considering dredging Lake Leota and potentially making other improvements in Leonard Park within a 2008-2010 time frame. This may be an appropriate time to consider extending the park entry to North Union Street.

Comprehensive Plan Updates

Neighborhood plans such as the ***Allen Creek & North Union Street Redevelopment Master Plan*** are typically adopted as amendments to a community's Comprehensive Plan. While this plan provides much greater detail for land uses and development

standards within the project area, it does not include substantial departures from general concepts contained within the ***2005 Comprehensive Plan***. Three exceptions to this are

- ✦ the bicycle/pedestrian path shown on the east side of North Union Street;
- ✦ the two future road connections leading east from North Union Street; and
- ✦ a discussion of the proposed U.S. Highway 14 bypass's impacts on both the downtown and the North Union Street corridor.

Of these, the proposed bypass is the most important. The market analysis pointed out the importance of traffic to the commercial viability of the North Union Street corridor. A bypass would divert a substantial portion of this traffic, including commuter traffic to and from Madison. Commercial businesses in both the North Union Street corridor and the downtown would likely suffer from a loss of this traffic. For that reason, the ***Allen Creek & North Union Street Redevelopment Master Plan*** has recommended that the City reconsider its plans for a bypass, and amend the ***2005 Comprehensive Plan*** to reflect this change.

Official Map

The City of Evansville may consider amendments to its official map to reflect the recommendations in this plan. The most important of these would be the new street proposed to extend between Main Street and West Union Street.

Code Amendments

The development standards contained within this report differ from the standards found in the City of Evansville's Zoning Code in several areas. Changes that may be considered would include:

- ✦ Permit residential uses an accessory use by right within all zoning districts in the project area, while prohibiting or limiting them as the primary use.
- ✦ Allow buildings larger than 5,000 square feet as a conditional use.

- ✧ Allow buildings over two stories as a conditional use
- ✧ Amend the dimensional standards (setbacks, building frontage, lot coverage, floor area ratio, landscaped areas, etc.) to be consistent with the design standards.
- ✧ Establish access management standards consistent with the recommendations in the plan.
- ✧ Adopt design guidelines based on the recommendations of the plan.