

NOTICE

A meeting of the City of Evansville Plan Commission will be held on the date and time stated below. Notice is further given that members of the City Council and Historic Preservation Commission may be in attendance. Requests for persons with disabilities who need assistance to participate in this meeting should be made by calling City Hall at (608)-882-2266 with as much notice as possible. The meeting will also be held virtually in response to COVID-19. 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. (Your microphone may be muted automatically)

City of Evansville **Plan Commission**
Regular Meeting
City Hall, 31 S Madison St., Evansville, WI 53536
Tuesday, February 1, 2022, 6:00 p.m.

AGENDA

1. Call to Order
2. Roll Call
3. Motion to Approve Agenda
4. Motion to waive the reading of the minutes from the January 4, 2021 meeting and approve them as printed.
5. Civility Reminder
6. Citizen appearances other than agenda items listed
7. Action Items
 - A. Discussion and Motion to Recommend to Common Council Approval of the Final Land Divider's Agreement-Settler's Grove.
8. Discussion Items
 - A. Comprehensive Plan Update
 - i. Community Survey Questions and Overview
 - ii. Discussion, Guidance, and Goal Prioritization for Agricultural, Cultural, and Natural Resource Chapter
9. Community Development Report
 - A. Upcoming Learning Opportunity, February 28: Fundamentals of Zoning and Land Use Decision Making
10. Discussion on Closed Session Meetings
11. Next Meeting Date:
 - A. March 1, 2022 at 6:00pm
12. Motion to Adjourn

-Mayor Bill Hurtley, Plan Commission Chair

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

**City of Evansville Plan Commission
Regular Meeting
January 4, 2022, 6:00 p.m.**

MINUTES

1. Call to Order at 6:01pm.

2. Roll Call:

Members	Present/Absent	Others Present
Mayor Bill Hurlley	P	City Administrator Jason Sergeant
Aldersperson Rick Cole	P	Community Development Director Colette Spranger
Aldersperson Susan Becker	P	Bill Lathrop, Evansville Today
Bill Hammann	P	Roger Berg
John Gishnock	P	Paulette Morning
Mike Scarmon	P	Jeff Rothe
Eric Klar	P	Andy Phillips
		Randi Soldner (virtual)

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

4. Motion to waive the reading of the minutes from the December 7, 2021 meeting and approve them as printed, by Hammann, seconded by Becker. Approved unanimously.

5. Civility Reminder. Hurlley noted the City's commitment to conducting meetings with cordiality.

6. Citizen appearances other than agenda items listed. None

7. Action Items

A. Public Hearing and Review of Land Division Application LD-2021-08 to create two lots on parcel 6-27-965 located at 123/143 N Fifth Street.

i. Review Staff Report and Applicant Comments. Spranger informed Commission that the City is requesting the applicant submit an annexation application to bring in the portion of North Fifth Street directly abutting the property into the City, as it is still in the Town of Union.

ii. Public Hearing. Hurlley opened the public hearing at 6:05pm. Randi Soldner, 134 Joshua Drive, asked if the lot to the north of this property will be brought into compliance; notes that it not well-maintained. Staff replied the lot to the north is within the Town of Union, and out of the City's jurisdiction. Public hearing was closed at 6:13pm.

iii. Plan Commissioner Questions and Comments. Cole asked about the proposed language for future sidewalk installation; commission members agreed upon wording.

iv. Motion to Recommend to Common Council Approval of Land Division Application LD-2021-08 to create two lots on parcel 6-27-965 located at 123/143 N Fifth Street, subject to the following conditions:

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1. **The Applicant records the final Certified Survey Map with the Rock County Register of Deeds.**
2. **Sidewalks may be required by the City, with 24 months notice given.**
3. **The applicant file an annexation request for that portion of F1th Street adjacent to the property to be brought into the City.**

Motion by Hammann, second by Gishnock. Approved unanimously.

B. Review of Resolution 2022-02: A Resolution Authorizing the Relief of Public Dedication of Outlot 1, Windmill Ridge.

Motion to Recommend to Common Council Approval of Resolution 2022-02: A Resolution Authorizing the Relief of Public Dedication of Outlot 1, Windmill Ridge. *Motion by Hammann, second by Gishnock. Approved unanimously.*

C. Review of Resolution 2022 -03: A Resolution for A Public Participation Plan for a 2022 Update of the City of Evansville, WI Smart Growth Comprehensive Plan.

Motion to Recommend to Common Council Approval of Resolution 2022 -03: A Resolution for A Public Participation Plan for a 2022 Update of the City of Evansville, WI Smart Growth Comprehensive Plan. *Motion by Hammann, second by Gishnock. Approved unanimously.*

8. Discussion Items

A. Review of Resolution 2022-04: A Resolution Authorizing Acquisition of Real Estate.

Motion to Recommend to Common Council Approval of Resolution 2022-04: A Resolution Authorizing Acquisition of Real Estate. *Motion by Hammann, second by Gishnock. Approved unanimously.*

B. Review Compliance Letter for Brown School Place with Andy Phillips.

Andy Phillips and Paulette Morning appeared to discuss the letter that was sent by the Plan Commission on December 10, 2021 regarding the status of CUP-2018-09, CUP-2018-06, and SP-2018-01, also known as the Brown School Place development. They were accompanied by Jeff Rothe, an attorney from Edgerton. A lengthy discussion occurred regarding zoning compliance and the TIF agreement between the developer and the City. Scarmon suggested that the Plan Commission require that the development be completed as outlined on the existing plans by July 1, 2022. Should changes to the site plans as submitted, the applicant would need to submit a new site plan to the City for review.

Motion to extend the items in the compliance letter for Brown School Place to July 1, 2021. *Motion by Hammann, second by Cole. Approved unanimously.*

C. Settler's Grove Development Agreement

- i. **Closed session:** Motion by Hammann, seconded by Scarmon, that Plan Commission convene in closed session pursuant to Sec. 19.85(1)(e) of the Wis. Stats Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Upon completion, Plan Commission will reconvene in open session. Motion passed 7-0 on a roll call vote at 7:35 pm.

The recording and livestream was stopped at this time.

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No action was taken during closed session and the meeting reconvened at 7:47 pm

9. Community Development Report

Spranger gave the Community Development Report and went over plans for the 2022 Comprehensive Plan update.

7. Next Meeting Date:

A. February 1, 2022 at 6:00pm

8. Motion to Adjourn by Hammann, seconded by Becker, Approved Unanimously.

FINAL LAND DIVIDER’S AGREEMENT – Settler’s Grove

This Agreement made this [REDACTED] day of February, 2022, between Grove Partners, LLC, hereinafter called the “Developer,” and the City of Evansville, a municipal corporation of the State of Wisconsin, located in Rock County, hereinafter called the “City.”

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

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

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

WHEREAS, on February 1st, 2022, the City’s Plan Commission recommended to the City’s Common Council approval of a preliminary plat for the Subdivision subject to certain conditions, and on February 8th, 2022, the Common Council approved a preliminary plat for the Subdivision subject to certain conditions;

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

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

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

ARTICLE I. Land; General Conditions

- A. Easements. Developer hereby grants a temporary easement over all areas not platted as public to the City for access and inspection during construction of the Public Improvements described in Article III.
- B. Fees In Lieu of Park and Recreation Land Dedication. Construction of paved recreational trail, beyond article III-H requirements, shall satisfy Developer’s obligations for the fees in lieu of dedicated park and recreation lands. Additional trail construction will be done in accordance with City direction and requirements on City-owned areas outside the plat at \$46.00/centerline foot to satisfy the remaining \$150,473.46. If the City-directed path construction results in using less than this amount, the Developer will be required to pay the remaining balance to the City within 60 days of written request. If the City-directed path construction results in using more than this amount, the Developer will invoice the City and the City will

reimburse the Developer within six (6) months of when the path construction is completed. In either case, the total amount of the City-directed path construction will not exceed 3,700 feet in cumulative length.

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

to waters of the state, public sewer inlets or off-site. During the period of construction at a site, all erosion control procedures necessary to meet the performance standards of Wisconsin Administrative Code, Department of Safety and Professional Services (SPS) 321.125, shall be properly implemented, installed and maintained by Developer, building permit applicants, and the subsequent landowners. If erosion occurs after building construction activities have ceased, some or all of the erosion control procedures shall be maintained by Developer until the site has been stabilized.

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

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

I. Development Type and Density. Developer intends to construct or cause/promote the construction of multi-family (R3) housing on lots 47, 48, and 49 with 6-8 units on each lot and 4-6 units on Lot 50. Lots 6, 79, 77, 51, 52, 58-64, 46, 93, and 38 are designated duplex (R2) lots and all others will be single-family (R1) lots. Developer shall construct or cause/promote the construction of at least 125 dwelling units in the Development.

ARTICLE II. Phases and Development.

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

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

1. For the first phase (lots 38-46, lots 62-64, and lot 93), as soon as the Developer has obtained all necessary approvals of the Plans and Specifications described in Article III or for the first phase, and has filed with the City Clerk all required documents, including but not limited to the irrevocable letter of credit referenced in Article IV, Section C, and construction drawings for the entire plat or first phase have been submitted and approved.
2. For the second phase, after all plans for the remainder of the plat have been approved and the letter of completion of either the first phase, or completion of the first lift of asphalt referenced in Article III, Section G, for all public

streets within Phase I of the Subdivision, and as-built drawings have been submitted as referenced in Article V, Section A and B.

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

ARTICLE III. Public Improvements.

- A. Public Improvements. As used in this Agreement, the term “Public Improvements” shall mean the water distribution system, sanitary sewer system, public street; sidewalks, trails, surface water drainage system and retention pond, electrical system and street lights, landscaping, street signs and traffic control signs described in this Article III to be dedicated to the City under Article V.
- B. Plans and Specifications. Developer shall file with the City Clerk’s office, a complete set of the plans and specifications for the Public Improvements for the entire Subdivision, as approved by the City Engineer, hereinafter called “Plans and Specification.” Said Plans and Specifications are hereby made a part of this Agreement by reference and including those standard specifications as the City may have adopted at the time of construction.
- C. Method of Improvement. Developer agrees to engage contractors for all Public Improvements included in this Agreement who are qualified to perform the work and who shall be designated as qualified for such work by the City Engineer. The Developer shall have all such contractors execute an agreement as to liability/indemnity and insurance pursuant to the format set forth in Appendix B to this Agreement and file executed document with the city. Developer further agrees to use materials and make the various installations in accordance with the approved Plans and Specifications. Developer further agrees to require all such contractors to pay wages as required by the Wisconsin Department of Workforce Development.
- D. Water Distribution System.
 1. Developer shall construct, install, furnish, and provide a complete system of water distribution including, but not limited to, piping, valves, fittings, fire hydrants, and water pressure boosting system (with permanent standby generator) throughout the entire Subdivision all in accordance with the Plans and Specifications and all applicable federal, state and local ordinances, specifications, regulations and guidelines for the construction of water systems in the City of Evansville and as approved by the City Engineer.
 2. Upon completion of each phase or sub-phase, Developer shall pressure test, leakage test, and bacteria test according to City and State requirements the entire water distribution system, and repair any defects as determined by the City Engineer, prior to acceptance by the City. The City shall be provided with a copy of these tests.

3. City shall issue no building permit for any lot until the portion of the water distribution system serving such lot has been accepted by the City.
4. Developer shall construct a water boosting station (including standby generator) designed to the standards and requirements of the City to service lots above the elevation 960 feet. An extended warranty of five years covering parts and labor shall be furnished to the City upon acceptance of the station.

E. Sanitary Sewer System.

1. Developer shall construct, furnish, install, and provide a complete sewerage system throughout the entire Subdivision all in accordance with the Plans and Specifications and all applicable federal, state and local ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the City of Evansville and as approved by the City Engineer.
2. Upon completion of each phase or sub-phase, developer shall pressure test, leak test, and mandrel test according to City and State requirements the entire sanitary sewer system and repair any defects as determined by the City Engineer prior to acceptance by the City. Developer shall provide copies of all tests conducted to the City.
3. Upon completion of each phase or sub-phase, Developer shall clean all sanitary sewers, televise the sanitary sewer system, provide a copy of the televised video to the City and shall repair any defects as determined by the City Engineer prior to presenting the Public Improvements for acceptance by the City.
4. City shall issue no building permit for any lot until the sanitary sewer serving such lot has been accepted by the City.

F. Surface Water Drainage System.

1. Developer shall construct, install, furnish, and provide adequate facilities for storm and surface water drainage throughout the entire Subdivision. Improvements shall include, but are not limited to piping, inlets, junction structures, on-site ponds, off-site ponds and storm water appurtenances. Developer shall construct storm and surface water drainage systems and to perform the grading plan in accordance with the approved Plans and Specifications; applicable federal and state regulations; and local ordinances, regulations and guidelines.
2. Developer shall modify the off-site regional storm water pond on parcel 6-27-970C.1 if necessary to satisfy current State and City storm water requirements as part of the first sub-phase of the Subdivision.
3. Developer shall maintain roads free from mud and dirt from construction of the Subdivision. Any mud or dirt remaining after 48 hours of initial deposit, shall be cleaned and removed by the City, with all costs and penalties billed

to developer.

4. City will issue no building permit for any lot until the finish grading of the entire phase, including that lot, has been accepted by the City. Finish grade shall be defined as spot elevations at lot corners
5. City shall issue no occupancy permits for any lots in a phase until the storm water management features for that particular phase have been accepted by the City.
6. City shall retain the right to require Developer to install additional storm and surface water drainage measures and erosion control measures as needed in accordance with generally accepted engineering standards prior to acceptance by the City of the storm and surface water drainage improvements.
7. Upon completion of each phase or sub-phase, Developer shall clean all storm sewers and shall repair any defects as determined by the City Engineer prior to presenting the improvements for acceptance by the City.
8. Developer shall re-grade areas as directed by the City if developer or contractors who grade individual lots do so in a way that interferes with the flow of surface water as specified in the grading plan.
9. Developer shall provide and guarantee the healthy establishment of vegetative cover planted within storm water basins, swales or green ways for a period of three (3) years from the date of the City's acceptance.
10. Developer agrees that the top of foundation and the minimum elevation in the lowest opening in the foundation for any future structure built on any Lot in the subdivision will be listed on the final approved construction plans. After approval by City, the developer shall record those elevation numbers with each lot. Proof of such recording shall be provided to the City by the Developer. For all lots adjacent to stormwater management areas (Lots 1-3 and 39-45), after building permits are issued and at foundation and footing inspections the Building Inspector shall be provided verification of the top of foundation and the elevation of the lowest opening in the foundation by a registered surveyor. For all other lots, a contractor's certification verifying the as-built elevations will be acceptable.

G. Public Streets.

1. Developer shall grade and surface all streets in the Subdivision in accordance with the plat of said subdivision and the Approved Plans and Specifications. All work shall be in accordance with and all applicable local ordinances, specifications, regulations and guidelines for the construction of roads in the City of Evansville and as approved by the City Engineer.
2. Developer agrees to furnish to the City a copy of the plan showing the street grades in front of each lot and finished yard grade. This information shall

be provided prior to the issuance of building permits.

3. Developer shall complete the streets by phase or sub-phase through installation of road base, curbs and gutters. All streets shall be constructed to the furthest extents of the subdivision plat and shall present them for preliminary acceptance by the City.
4. Developer shall clearly identify streets, lots and addresses within the subdivision with temporary signage before building permits for lots in the subdivision are issued by the City.
5. Developer shall complete the first lift of asphalt on all the streets in a phase or sub-phase no later than one (1) year after the initial commencement of construction of Public Improvements for the phase or sub-phase, unless extended by the Common Council.
6. Developer shall not construct driveway openings at locations already indicated for sidewalk ramps on the plans. A neat, full width sawcut of the curb will be allowed for parcels not adjacent to sidewalk ramps.
7. Developer shall complete the final lift of asphalt after at least one (1) winter season, but no later than two (2) years after the initial commencement of construction of Public Improvements for the phase or sub-phase, unless extended by the Common Council.
8. Developer shall maintain the streets in the Subdivision to be free of debris, trash, mud, ice, and snow until accepted by the City.
9. The Developer shall fully improve Porter Road to City standards to the western edge of Windmill Ridge on the north side and Westfield Meadows on the south side. Developer is also responsible for continuing full Porter Road improvements to the eastern edge of the Settlers Grove Plat on the North side and to the Union Township border on the south side. The city will accept costs not to exceed \$150,000 related to replacing the existing culvert carrying discharge from the regional stormwater pond. The maximum length of this new culvert will be 70 feet. The developer will finance the engineering and construction of the culvert over seven (7) years. The City agrees to make annual payments in a minimum amount of \$25,000 starting no later than 12 months after the construction of the culvert has been completed, and due thereafter on or before successive anniversary dates until the full amount has been paid. Developers shall fully improve Porter Road (excluding curb and gutter and sidewalk on the Union Township/south side) including all City required utilities and township specific road construction.

H. Sidewalks\Trails

1. Developer shall construct, furnish, install, and provide five-foot wide concrete sidewalks within the public rights-of-way on both sides of all public streets at the same time as curb and gutter in the first phase. On subsequent phases, the Developer may request the City to allow deferring sidewalk construction until after the curb and gutter is constructed and individual homes are constructed, but prior to occupancy being granted on that particular home.
2. Developer shall remain responsible to construct, furnish, install, and provide sidewalks as specified in this Agreement even if Developer enters into agreements with lot purchasers obligating lot purchasers to install the sidewalks.
3. Developer shall construct a 10' wide paved asphalt recreation trail per City direction and requirements through Outlot 4 (adjacent to Lot 45) allowing for a connection to the east and then through Outlot 5 from South Eighth Street to Baker Avenue. (See Exhibit 2) The Recreational trail shall be installed by the earliest of: A.) when 50% of lots are completed in the subdivisions or B.) December 31, 2025, or C.) when Morgan Drive binder asphalt is completed.
4. Developer shall construct 5' wide mid-block/connecting concrete sidewalks from the eastern edge of outlot 4 intersecting with the recreational trail; on Outlot 5, between Lots 48 and 49; on Outlot 5, between lots 57 and 58; on Outlot 6 between lots 70 and 71; on Outlot 6 between lots 85 and 86; on Outlot 3 between lots 27 and 28, by the earlier of (see Exhibit 2): A.) when occupancy permits are issued for adjacent lots, B.) when 50% of lots are completed in the subdivisions or C.) December 31, 2025.

I. Electrical System.

1. Developer shall request an estimate for the cost of installing the electrical system from the Water and Light Superintendent for each phase or sub-phase at least 45 days in advance of expected installation date.
2. Developer shall pay, in advance, to the Evansville municipal electric utility the amount of the utility's estimate of the cost of installing the electrical system in the Subdivision including, but not limited to, the bases for transformers, but not including the transformers themselves, within ten (10) days of receiving the estimate from the utility. Installation will be done in sub-phases as close as practical to the sub-phases for the other Public Improvements.
3. In the event the utility's actual cost to install the electrical system is less than the estimate, the utility shall refund the difference to Developer.
4. In the event the utility's actual cost to install the electrical system is greater than the estimate, Developer shall pay the difference to the utility within

thirty (30) days of billing.

5. City shall have the Evansville municipal electric utility install all street lighting in the subdivision. The Developer shall pay the municipal utility's cost thereof including, but not limited to, the cost of labor provided by utility employees to install such street lighting, within thirty (30) days of billing.

J. Landscaping.

1. Developer shall remove and lawfully dispose of all outbuildings, destroyed trees, bush, tree trunks, shrubs, and other natural growth and all left over construction materials, construction debris and rubbish from each phase or sub-phase of the Subdivision after the completion of improvements in each phase or sub-phase. The Developer shall not bury any of the materials described in this paragraph in any portion of this Subdivision.
2. Developer shall require all purchasers of lots to plant a tree on each lot and the greater of A) two trees in the terrace, or B) one tree per dwelling unit in the terrace. Trees shall be of a variety and caliper size approved by the City and planted no later than the fall or spring immediately following completion of the house on each lot. Developer shall plant any and all street trees required by this paragraph if any home purchasers of lots fail to do so in a timely fashion. The location of said planting shall be identified on construction drawings and approved by the City to assure that the plantings will not impact underground utilities.

K. Street Signs.

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

L. Traffic Control Signs.

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

- M. Correction of Defects. Developer shall correct defects due to faulty materials or workmanship in any Public Improvement which appear within a period of one (1) year from the date the letter of credit referenced in Article IV, Section C, is released, and shall pay for any damages to City property resulting therefrom. The City may

refuse to accept the Public Improvements unless and until they conform to generally accepted industry standards. This correction period does not affect or bar claims for negligence discovered at a later date. Wisconsin law on negligence shall govern negligent workmanship.

N. Additional Improvements.

1. Developer agrees that if modifications to the Plans and Specifications including, but not limited to, additional drainage ways, sanitary sewers, water mains, erosion control measures and storm and surface water management facilities are necessary in the interest of public safety or are necessary for the implementation for the original intent of the Plans and Specifications, the City is authorized to order Developer, at Developer's sole expense, to implement the same, provided such order is made in writing to Developer not later than two (2) years after the City's acceptance of the Public Improvements installed by Developer in the final phase of the Subdivision. Such modifications are deemed necessary if needed to meet or conform to generally accepted engineering standards or change in any regulation, law, or code.
2. Developer shall identify the design of, location on outlots or easements, and perpetual maintenance plans for USPS approved cluster mailbox facilities. No building permits shall be issued until USPS approval of mail delivery for the subdivision is submitted to the City. Costs to install and maintain mail delivery services to the subdivision are the responsibility of the Developer, and will not be the responsibility of the City.
3. Developer shall develop all lots in the subdivision with dwelling units or residential structures that contain the following on the front façade: A) front porches and B) garages no more than 55% of the front façade width.

ARTICLE IV. Obligation to Pay Costs.

- A. Reimbursement of Professional and Out-of-Pocket Expenses. Developer agrees to reimburse the City for any costs due to the use of professional staff, including, but not limited to, City Engineer, City Planner, on-site monitor, and City Attorney, in connection with this Agreement. Costs shall be based on invoices or actual out-of-pocket expenses incurred by the City with no overhead added by the City. Upon request, City agrees to provide detailed information related to the hours, rates and description of tasks on the invoices.
- B. Developer's Obligation to Pay Costs. Developer agrees that it is obligated to construct, furnish, install, and provide all public improvements in the Subdivision or necessary for the Subdivision at its own expense or to pay the City's or municipal utility's costs of constructing, furnishing, installing, and providing such public improvements. If it is necessary to incur an additional cost not explicitly mentioned in this Agreement in order for Developer to be able to perform any obligation of the Developer under this Agreement, Developer agrees the Developer is obligated to pay

such cost.

C. Irrevocable Letters of Credit.

1. For each phase or sub-phase, Developer shall file with the City Clerk (i) a letter describing the scope of the phase or sub-phase that Developer intends to construct and (ii) an irrevocable letter of credit in favor of the City from a lending institution approved by the City in a form approved by the City in an amount sufficient, as determined by the City Engineer, to pay the costs the City would incur to complete all Public Improvements for the particular phase or sub-phase.
2. No construction of Public Improvements for a phase or sub-phase shall begin until Developer has filed with the City Clerk an irrevocable letter of credit that meets the requirements of the preceding paragraph.
3. The City Engineer shall determine the amount of each irrevocable letter of credit based on the scope of the Public Improvements for the phase or sub-phase.
4. The irrevocable letter of credit for each phase or sub-phase shall not expire until two (2) years from the date on which the irrevocable letter of credit is issued.
5. Developer shall provide an extension of the duration of such irrevocable letter of credit, upon demand by the City, if not all of the Public Improvements for the phase or sub-phase have been completed and accepted prior to its expiration.
6. Such irrevocable letter of credit shall stand as security for the reimbursement of costs the city expends or may need to expend under this agreement for the completion of public improvements under this agreement, and for the completion of Public Improvements for the phase or sub-phase, until the City accepts the Public Improvements for the phase or sub-phase pursuant to Article V.
7. Any letter of credit called for under this agreement will provide that the lending institution providing the letter of credit shall pay to the City any draw upon demand, and upon its failure to do so, in whole or in part, the City shall be empowered in addition to its other remedies, without notice or hearing, to impose special assessments in the amount of said demand, or satisfaction cost, upon each and every lot in the subdivision payable in the next succeeding tax year.
8. The City, in its sole discretion, shall permit the amount of each letter of credit to be reduced by an amount reasonably proportionate to the cost of the Public Improvements that are paid for by Developer and accepted by the City, provided that the remaining letter of credit is sufficient to secure payment for any remaining Public Improvements required, through the

issuance of a letter from the City Administrator to the lending institution that issued such letter of credit agreeing to such reduction.

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

ARTICLE V. Dedication and Acceptance.

- A. Digital File of Final Plat. Developer shall furnish the City with a copy of the digital file of the drawing of the final plat, and the City may make any use it believes is appropriate of this file including, but not limited to, furnishing this file to the City Engineer and to Rock County to update digital parcel maps of the City.
- B. Statement of Costs. Within 60 days of City's request the Developer shall furnish the City with a statement of the total costs of Public Improvements in each of the following categories: (1) streets (including signage) and sidewalks, (2) sanitary sewers and lift station, (3) water distribution system, (4) surface water drainage system, (5) electrical system, (6) landscaping. If requested to do so by the City, Developer shall furnish statements of such information by each phase or sub-phase. This information is required for the City's accounting records and reports to state agencies such as the Public Service Commission.
- C. City Responsibility. The City shall perform no repairs or maintenance on the Public Improvements until accepted by the City. Trash and garbage removal service and snow removal will be provided by the City for each phase or sub-phase upon the issuance of the first occupancy permit in each such phase or sub-phase.
- D. Dedication. Developer shall, without charge to the City, upon completion by phases or sub-phases of all Public Improvements, unconditionally give, grant, convey and fully dedicate the same to the City, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, all structures, mains, conduits, pipes, lines, equipment and appurtenances which may in any way be part of or pertain to such Public Improvements and together with any and all necessary easements for access thereto. After such dedication, the City shall have the right to connect or integrate other sewer or water facilities with those facilities provided hereunder as the City decides, with no payment or award to, or consent required of, Developer. Dedication by Developer shall not constitute acceptance of any improvements by the City; Developer shall be responsible for all maintenance of Public Improvements serving the phase or sub-phase until accepted by the City.
- E. Acceptance of Work.
1. The City shall provide an onsite resident inspector, at the developer's sole expense, to inspect the underground Public Improvements required by this Agreement as they are constructed and upon completion for compliance with local and state codes. The City may, at its discretion, may allow the Developer to provide a resident inspector that will perform the same function. The

resident inspector shall certify to the City Engineer that all underground improvements have been properly installed. The City Engineer shall inspect the above ground Improvements, and if acceptable, the City Engineer shall certify such underground and above ground Public Improvements as being in compliance with the standards and specifications of the City. Such inspection and certification, if appropriate, will occur as soon as possible upon written notice by the Developer to the City Engineer that Developer desires to have the City inspect a Public Improvement.

2. After the Developer has installed all required Public Improvements, the Developer shall notify the City Engineer in writing that the work is complete and ready for final inspection. The City Engineer shall inspect the Public Improvements and forward a letter to the Developer indicating approval or disapproval. When the Public Improvements have been approved by the City Engineer, the City shall prepare a final billing for any engineering, inspection, administrative, and legal fees remaining due and shall submit it to the Developer for payment. In addition, the Developer and all general contractors and subcontractors shall file lien waivers or affidavits in a form acceptable to the City and approved by the City Attorney, evidencing that there are no claims, actions or demands for damages, arising out of or in any way related to the project and that no moneys are owed to any surveyor, mechanic, subcontractor or laborer. When the remaining engineering, inspection and legal fees have been paid and when the necessary lien waiver affidavits have been filed, and City has been provided with proof that the covenants and restrictions for the plat have been recorded, a Resolution accepting the Public Improvements constructed pursuant to this Development Agreement will be prepared and presented to the City Council for final approval. Upon approval of the Resolution, the Public Improvements will be accepted by the City.
3. The sanitary sewer, water mains, and any respective service lateral shall not be accepted for a permitted phase until as built plans and a complete breakdown of all construction, engineering and administrative costs incurred by the Developer is submitted to the City. Further, the water system installation shall not be accepted until bacteriologically safe samples are obtained by a certified agency. The Developer shall be responsible for flushing the mains, obtaining the samples and have all tests completed as may be required for the City's acceptance.
4. Developer agrees to provide for maintenance and repair of all Public Improvements until such Public Improvements are formally accepted by the City by Resolution of the City Council.
5. The City will provide timely notice to the Developer whenever inspection discloses that an improvement does not conform to the standards and specifications shown on the Plans and Specifications or is otherwise defective. The Developer shall have (30) days from the issuance of such notice to correct the defect. The City shall not declare a default under this Agreement during the 30 day correction period on account of any such defect unless it is clear the Developer does not intend to correct the defect or unless

the City determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat.

6. Prior to final acceptance, the Developer shall provide City with as-built plans. As-built plans shall be provided in both an electronic format and in hard copy. As-built plans in electronic format and readable by AutoCAD must be provided showing all horizontal and vertical locations of public sanitary, water, and storm water utilities i.e. manholes, hydrants, water main bends and tees, valves, sanitary and water lateral curb boxes, inlets, endwalls, etc. All vertical information shall be on NAVD88 datum. The profile drawings must also show the diameter, length and slope of all pipes. In addition, Developer shall provide City as-built-plans showing the finished surface elevations at all lot corners demonstrating positive drainage between lot corners, and also showing the finished surface elevation of all stormwater management ponds, swales and infiltration areas for the Phase in question. The horizontal location of all water and sewer services shall be located as follows: (1) Sewer laterals shall be located by the distance to the sewer 'wye' from the downstream manhole, (2) The ends of stubbed sewer laterals for future connection shall be located and the elevations determined and shown, (3) Water laterals shall be located by the distance from the nearest hydrant or valve on the main (whichever is closest) to the corporation stop, (4) The distance to the curb stop from the main shall also be provided.
- F. Any bends in the water main shall be indicated by the length from the nearest main-line valve. For mapping purposes, a single electronic point file of the entire development describing the as-built surface features of the new sanitary sewer, water system and storm sewer system, i.e. manholes, hydrants, water main bends, lateral curb boxes, valves, inlets, endwalls, etc., on the Rock County Coordinate system must be provided. This point file must include; northing, easting, elevation (NAVD88), and a point description. The City Engineer can obtain the electronic file for the surface features, at the Developer's cost, when requested by either the City or the Developer, provided that the Developer locates these features in the field. The City Engineer will update all applicable City maps and computer water and stormwater models. The cost of updating of City maps and computer water and stormwater models to incorporate this development shall be borne by the Developer.
- G. All sanitary sewer mains shall be televised in accordance with the City's standard specifications. A colored digital recording of the televising as well as a written report of the location of laterals and lengths of pipe shall be provided to the City before final acceptance of the sewer.

ARTICLE VI. Issuance of Building Permits/Occupancy Permits.

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

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- B. No building permits shall be issued by the City until the developer has completed the installation of survey monuments.
- C. No building permits shall be issued by the City for any lot on a street until the road base, sidewalk, curb and gutter have been completed and preliminarily accepted by the City.
- D. No building permit shall be issued by the City for any lot until the sanitary sewer and water system serving such lot have been completed and accepted by the City.
- E. No building permit shall be issued by the City for any lot in a phase or sub-phase until all rough site grading for the phase or sub-phase has been completed to within 6” of final grade and accepted by the City.
- F. No occupancy permit shall be issued by the City for any lot until the first lift of asphalt has been installed on the street adjoining said lot.
- G. No occupancy permit shall be issued by the City for any lot until the final grade is complete and stormwater management practices serving such lot have been completed and accepted by the City.
- H. No occupancy permit shall be issued by the City for any lot until required street trees and sidewalks are installed or costs of such installations have been escrowed with the City.
- I. The City reserves the right to withhold issuance of any and all building and/or occupancy permits if Developer is in violation of this Agreement.

ARTICLE VII. Default and Remedies.

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

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

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

ARTICLE VIII. Miscellaneous.

- A. Captions. Any captions of the several parts of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- B. Severability. If any term of this Agreement shall, for any reason and to any extent, be invalid or unenforceable, the remaining terms shall be in full force and effect.
- C. Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between City and Developer and supersedes all prior discussions and agreements whether written or oral between the parties. This Agreement constitutes the sole and entire Agreement between City and Developer and may not be modified or amended unless set forth in writing and executed by City and Developer with the formalities hereof.
- D. Status of City. Nothing herein shall be deemed to create or establish the City as a copartner or joint venturer with Developer in the design, construction, ownership or operation of the Subdivision; nor shall the City be entitled to proceeds or revenues derived from the ownership or operation of the Subdivision.
- E. Good Faith. Any actions taken pursuant to this Agreement will be measured by an implied covenant of good faith and fair dealing.
- F. Ordinances and Municipal Code. All provisions of the City's ordinances and Municipal Code are incorporated herein by reference, and all such provisions shall bind the parties hereto and be part of this Agreement as fully as if set forth at length

herein. This Agreement and all work and the Public Improvements herein shall be performed and carried out in strict accordance with and subject to the provisions of said ordinances.

- G. Acknowledgement from Lot Purchasers. Developer agrees to deliver the purchaser of any lot within the Subdivision, before closing, a copy of Appendix C and agrees to obtain from each lot purchaser, at or before closing of the purchasers lot, acknowledgment of the receipt of a notice in the form attached hereto as Appendix C, and Developer shall provide a copy of such acknowledgment to the City.
- H. General Indemnity. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement, or documents incorporated herein by reference, Developer shall indemnify and save harmless the City, its trustees, officers, agent, independent contractors, and employees, and shall defend the same from and against any and all liability, claims, losses, damages, interests, action, suits, judgment, costs, expenses, attorney fees and the like to whomever owned and by whomever and whenever brought or maintained which may in any manner result from or arise in the cause of, out of, or as a result of the following acts or omissions of Developer:
1. Negligent performance of this Agreement.
 2. Negligent construction or operation of improvements covered under this Agreement.
 3. Violation of any law or ordinance.
 4. The infringement of any patent trademark, trade name or copyright.
 5. Use of public street improvements prior to their dedication and formal acceptance by the City.
 6. In any case where judgment is recovered against the City for any one or more of the foregoing acts or omissions of Developer, if notice and opportunity to defend has been delivered to Developer of the pendency of the suit, within ten (10) days after the City has been served with the same, the judgment shall be conclusive of Developer and not only as to the amount of damages, but also as its liability to the City, provided such judgment has become final and all rights of appeal have been exhausted, or if no appeal has been filed, all appeal periods have expired.
 7. Developer shall name as additional insured on its general liability insurance the City, its trustees, officers, agents, employees an independent contractors hired by the City (including without limitation the City Engineer) to perform services with respect to this Agreement and give the City evidence of the same upon request by the City.
 8. Developer shall furnish a completed Appendix B prior to start of construction by any entity retained by or used by the Developer to fulfill the Developer's obligations under the Agreement.
- I. Heirs and Assigns. This Agreement is binding upon Developer, owners, guarantors, their respective heirs, successors and assigns, and any and all future owners of the subject lands.
- J. No Assignment. Developer shall not assign its rights under this Agreement without the written consent of the City.

- K. Amendments. The City and Developer, by mutual consent, may amend this Agreement at any regularly scheduled meeting of the City’s Common Council, if properly noticed pursuant to the open meeting law. The Common Council shall not, however, consent to an amendment until after first having received a recommendation from the City’s Plan Commission.

- L. Notice. All notices, demands or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States mail. All such communications shall be addressed at the following, or other such address as either may specify to the other in writing:

To Developer:
 Grove Partners LLC
 Attn: Dave Olsen
 5 Maple Street
 Evansville, WI 53536

To City:
 City Administrator
 31 S. Madison St.
 PO Box 529
 Evansville, WI 53536

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

Grove Partners LLC

By: _____

(print name and title)

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

_____ (SEAL)

(print name)

_____ (SEAL)

(print name)

_____(SEAL)

(print name)

_____(SEAL)

(print name)

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

CITY OF EVANSVILLE:

William Hurtley, Mayor

Date: _____

Darnisha Haley, City Clerk

Date: _____

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APPENDIX A**Property Descriptions**

PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 28 AND PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 29, ALL IN T.4N., R.10E., OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS: Beginning at a cast iron monument at the East 1/4 Corner of said Section 29; thence $S0^{\circ}56'49''E$ along the East Line of the SE 1/4 of said Section, 450.78 feet; thence $S89^{\circ}49'07''E$ 888.58 feet to the West Line of a Certified Survey Map recorded in Volume 30, Pages 262 thru 264; thence $S0^{\circ}32'26''E$ along said West Line, 881.74 feet to the South Line of the NW 1/4 of the SW 1/4 of said Section 28; thence $N89^{\circ}44'15''W$ along said South Line, 882.35 feet to the SE Corner of the NE 1/4 of the SE 1/4 of said Section 29; thence $S89^{\circ}39'02''W$ along the South Line of the NE 1/4 of the SE 1/4 of said Section 29, a distance of 819.60 feet; thence $N0^{\circ}55'03''W$ 1326.80 feet to the East-West Centerline of said Section 29; thence $N89^{\circ}19'52''E$ along said East-West Centerline, 818.88 feet to the place of beginning.

Note: The above description is subject to any and all easements and agreements, recorded or unrecorded.

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

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

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

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

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

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

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

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

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

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

Dated: _____

(print name of CONTRACTOR), a Wisconsin Corporation

By: _____

(print name and title)

By: _____

_____, Secretary
(print name)

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APPENDIX C

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

- A. No building permits shall be issued by the City of Evansville (the "City") for any lot in the Subdivision until the Common Council has approved the Final Land Divider's Agreement (the "Agreement") between Grove Partners LLC, (the "Developer") and the City, the City has approved the final plat of the Subdivision, Developer has paid in full all sums that are required to be paid within ten (10) days of approval of the Agreement by the Common Council, the City Clerk/Treasurer has signed the final plat, and the final plat has been recorded.
- B. No building permits shall be issued by the City for any lot on a street until the sidewalk, road base, curb and gutter have been completed and preliminarily accepted by the City.
- C. No building permit shall be issued by the City for any lot until the sanitary sewer and water system serving such lot have been completed and accepted by the City.
- D. No building permit shall be issued by the City for any lot in a phase or sub-phase until all final site grading for the previous phase or sub-phase has been completed and accepted by the City.
- E. No building permit shall be issued by the City for the purchased lot until this Appendix C has been signed and submitted to the Building Inspector
- F. No occupancy permit shall be issued by the City for any lot until the first lift has been installed on the street adjoining said lot.
- G. No occupancy permit shall be issued by the City for any lot until a five-foot wide concrete sidewalk within the public right of way has been installed pursuant to municipal ordinances.
- H. No building permit shall be issued if building design does not conform to a 55 % maximum garage frontage of the total building facing the street on R-1 and R-2 zoned lots any single family dwelling; non-conforming construction may be required to be reconstructed into conformance or be subject to a maximum fine of \$25,000
- I. No occupancy permit shall be issued if a tree of a variety, caliper size and location approved by the City is not planted on each lot and the greater of A) at least two trees in the terrace, or B) one tree per dwelling unit in the terrace. Planting must be completed in the fall or spring immediately following completion of the house on each lot.

Additionally, the undersigned purchaser acknowledges:

- A. Builder shall maintain roads free from mud and dirt during construction in the Subdivision; any mud or dirt remaining after 48 hours of deposit may be cleaned and removed by the city or the developer with all costs and penalties billed to the builder
- B. Builder will report the as-built top of foundation and minimum elevation in the lowest opening in the foundation to the city building inspector to ensure conformance with city code, development plans, and agreements
- C. Builder will inform the city building inspector 24 hours in advance of pouring concrete sidewalks allowing for an inspection of the location and elevations of the concrete forms
- D. Builder shall remove and lawfully dispose of all leftover construction materials, construction debris and rubbish from each lot and construction site; burying materials described in this paragraph anywhere within the Subdivision is strictly prohibited and the builder may be required to remedy such action or be subject to fines and/or penalties as deemed fair to cover city or developer costs to do so
- E. Builder will ensure their excavation contractor final grades their lot(s) in a manner such that it will not interfere with the flow of surface water as specified in the grading plan

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

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

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

Acknowledged by:

Date:

EXHIBIT 1

Settler's Grove Subdivision

SETTLER'S GROVE SUBDIVISION

LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 28 AND IN THE NE 1/4 OF THE SE 1/4 OF SECTION 29, ALL IN T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

NOTE: REFER TO "LOT GRIDDING & DIMENSION PLAN" FOR PARTICULARS FOR LOT GRIDDING.

NOTE: ALL CONCRETE FOUNDATIONS MUST BE CONSTRUCTED TO THE FINISHED GRADE ELEVATION OF THE LOT. ALL FOUNDATION DIMENSIONS MUST BE AS SHOWN ON THE PLANS.

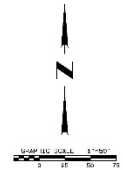
NOTE: UTILITY EASEMENTS AS SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE UTILITIES. ANY OTHER UTILITY EASEMENTS MUST BE OBTAINED BY THE PROPERTY OWNER. INSTALLATION OF WATER MAINS, OTHER SEWERS AND STRUCTURES SHALL BE THE PROPERTY OWNER'S RESPONSIBILITY.

NOTE: SETTLER'S GROVE SUBDIVISION CREATES 36 LOTS AND 3 OUTLOTS FROM 42.90 ACRES.

NOTE: THE LOWEST FOUNDATION GRADING ELEVATIONS SHALL BE AS FOLLOWS:

LOT	MINIMUM ELEVATION
10	1300.00
11	1300.00
12	1300.00
13	1300.00
14	1300.00
15	1300.00
16	1300.00
17	1300.00
18	1300.00
19	1300.00
20	1300.00
21	1300.00
22	1300.00
23	1300.00
24	1300.00
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29	1300.00
30	1300.00
31	1300.00

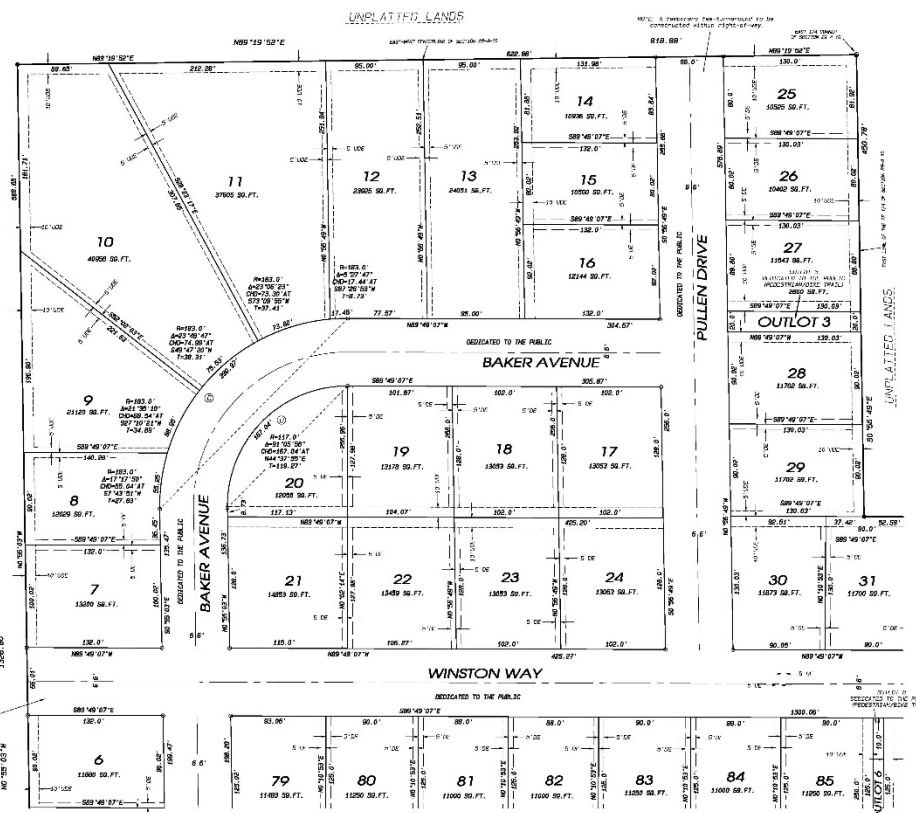
NOTE: SECTIONS ARE REFERENCED TO THE EAST LINE OF THE SECTION.



- LEGEND:**
- 1/4" = 1" GRADE, 1/4" = 1" ELEVATION
 - 1/4" = 1" GRADE, 1/4" = 1" ELEVATION
 - 1/4" = 1" GRADE, 1/4" = 1" ELEVATION
 - 1/4" = 1" GRADE, 1/4" = 1" ELEVATION
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 - 1/4" = 1" GRADE, 1/4" = 1" ELEVATION
 - 1/4" = 1" GRADE, 1/4" = 1" ELEVATION
 - 1/4" = 1" GRADE, 1/4" = 1" ELEVATION
 - 1/4" = 1" GRADE, 1/4" = 1" ELEVATION

SHEET ONE OF FOUR SHEETS

DATE	BY
05/11/21	PLANNING
01/11	ENGINEERING
120-080	PROJECT NO.
D. L. SEN	DRAWN BY

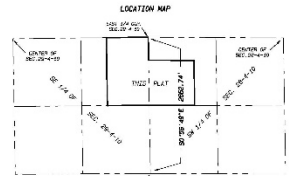


SEE SHEET 2

SETTLER'S GROVE SUBDIVISION

LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 28 AND IN THE NE 1/4 OF THE SE 1/4 OF SECTION 29, ALL IN T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

- SEE SHEET 1 -



GRADE DATA

CURVE 1	R=203.0'	A=107°05'58"	CH=135.02'	PT=515°31'44"E	T=109.74'
CURVE 2	R=100.0'	A=90°45'00"	CH=154.45'	PT=519°15'30"E	T=106.74'
CURVE 3	R=100.0'	A=84°10'30"	CH=201.22'	PT=544°32'55"W	T=106.54'
CURVE 4	R=250.0'	A=37°24'00"	CH=172.53'	PT=119°31'54"N	T=31.39'
CURVE 5	R=100.0'	A=84°10'30"	CH=154.45'	PT=519°15'30"E	T=106.74'
CURVE 6	R=300.0'	A=30°20'00"	CH=142.93'	PT=123°20'00"E	T=100.00'
CURVE 7	R=150.0'	A=36°10'00"	CH=60.24'	PT=103°15'36"W	T=44.93'

NOTE: THE LOWEST FOUNDATION ELEVATIONS SHALL BE AS FOLLOWS:

LEG	MINIMUM ELEVATION
1	1
2	2
3	3
4	4
5	5
6	6
7	7



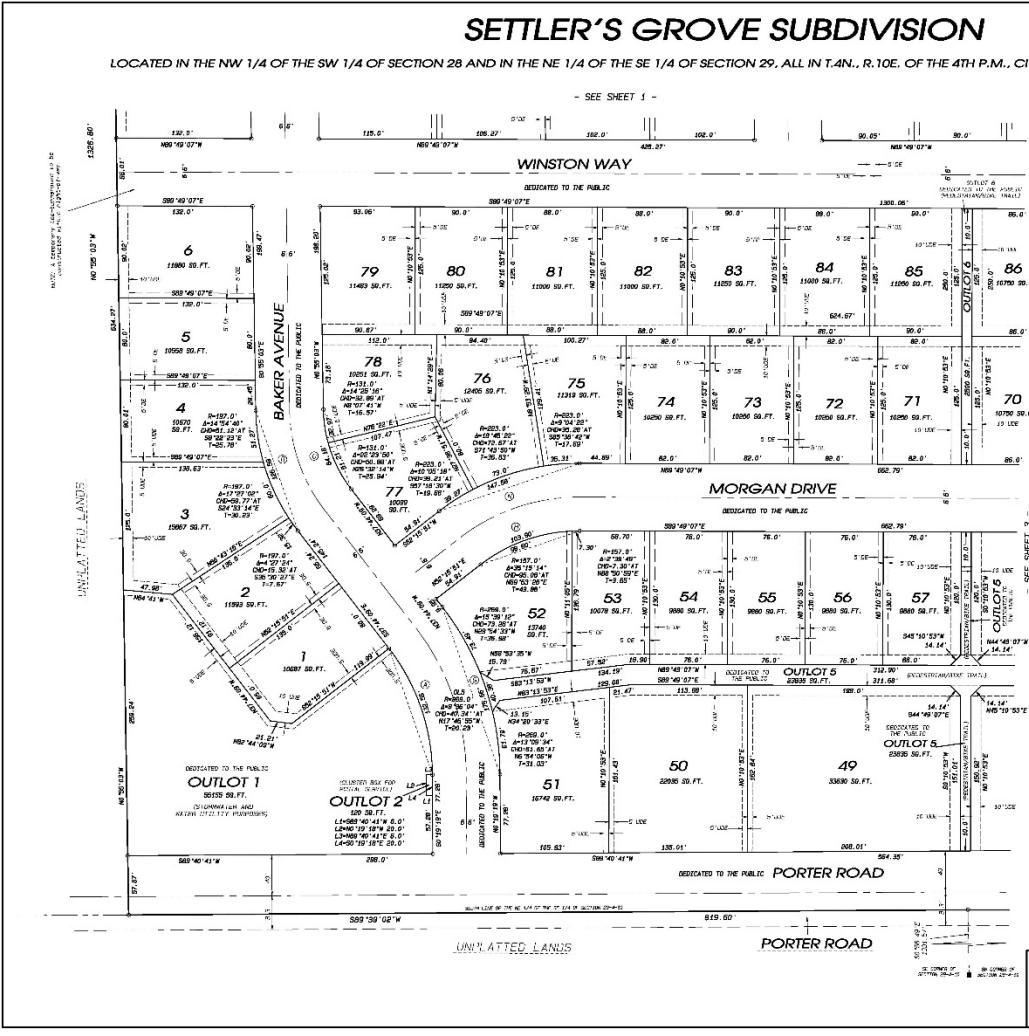
LEGEND:

- SET 1 (1/4" X 20") BANG TOOL POLE
 - BARRIERS # 4 (2" X 20" X 10')
 - 15000 GAL. URN PUMP
 - 15000 GAL. URN EAST SIDE PROPERTY
 - 15000 GAL. URN WEST SIDE PROPERTY
- ALL SETBACKS AND EASEMENTS SHOWN ARE SUBJECT TO THE CITY OF EVANSVILLE ZONING ORDINANCES AND THE CITY ENGINEER'S REVIEW.
1. ALL UTILITIES SHOWN ARE APPROXIMATE LOCATIONS.
2. SEE SHEET 1 FOR EASEMENTS.

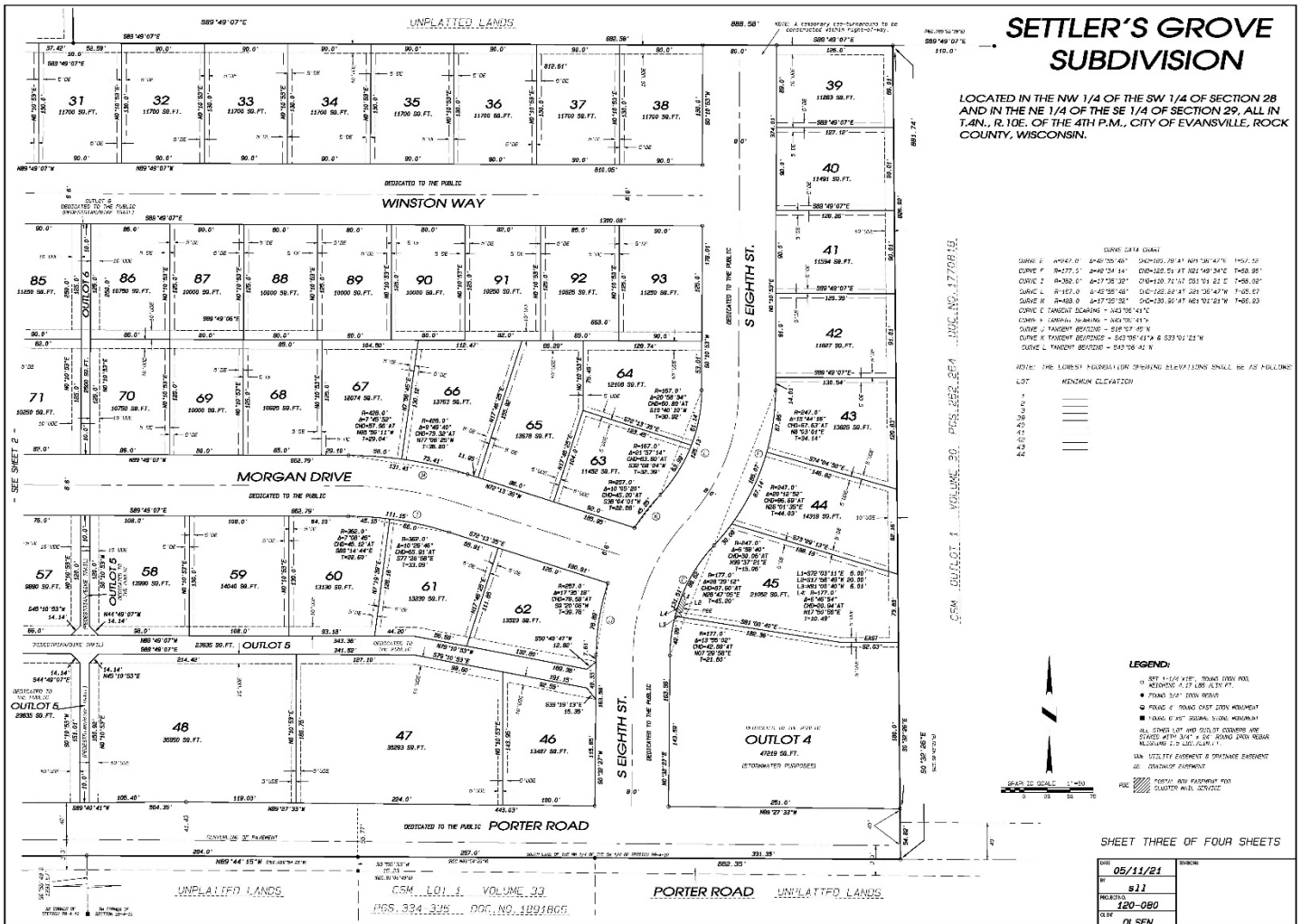
SHEET TWO OF FOUR SHEETS

DATE	05/11/21	DRAWN BY	DLSEN
REVISION	011	CHECKED BY	DLSEN
PROJECT NO.	120-080	DATE	

PREPARED BY: [Firm Name]



DRAFT 1/28/2022



DRAFT

EXHIBIT 3

_____ **Land Dividers Agreement and Amendments**

DRAFT



City of Evansville

Community Development Department

www.ci.evansville.wi.gov
 31 S Madison St
 PO Box 529
 Evansville, WI 53536
 (608) 882-2266

To: City of Evansville Plan Commission
From: Colette Spranger, Community Development Director
Date: January 31, 2022
Subject: 2022 Comprehensive Plan Update – Community Survey and Prioritization Exercise

Overview

This proposed survey will be around 25 questions, and primarily available through a SurveyMonkey link. A paper copy can be made available, likely for use at Creekside Place or the Eager Free Public Library.

The City has conducted a survey for each of its recent comprehensive plan updates, in 2004 and again in 2014. By and large, we are re-using many of the questions from the 2014 survey. The questions on that survey were well-written, and repeating them will give us a good look at how public perception has changed in terms of overall resident satisfaction, perception of City services, and views regarding population, housing, and economic growth. I made the decision to remove a handful of questions, as I am able to get good data through the Census.

Tonight will be an opportunity to review all questions and suggest new ones. I have organized potential new questions by comprehensive plan chapter below. The preliminary survey is also attached.

Distribution

We will be including a link and QR code to the survey in the February utility mailing. The link will be prominent on the home page of the City's website. I will also be posting the QR code at community bulletin boards around the City. We may also ask the school district to include the link/QR code in their regular e-mail blasts to student households.

Possible Topics/Questions to Add

- Should the City expand its recreational and park programming through the creation of a full or part-time recreation director?
- Should the City boost its efforts promoting tourism and/or annual events?
- Do you support the City reaching out to the Town of Union to coordinate a boundary agreement between the two municipalities?
- Something regarding traffic?

EVANSVILLE COMMUNITY SURVEY –2022

SHARING YOUR VIEWS ABOUT THE FUTURE

Thank you for your cooperation in helping us enhance the community of Evansville.

1. Overall, how satisfied are you with the City of Evansville as a place to live?

Very Satisfied Satisfied Dissatisfied Very Dissatisfied

2. Please rate the quality of the following community services and state if you would be willing to pay more, through increased taxes or fees, to improve the following community services.

Please rate the quality of the following community services:						Would you be willing to pay more to improve?	
	Top Notch	Good	Fair	Poor	Do Not Use	YES	NO
Police							
Fire							
Emergency Medical Services							
Sidewalk access/conditions							
Street maintenance							
Street sweeping							
Pothole patching							
Snow removal							
Drinking water							
Brush and yard waste pick-up							
Brush and yard waste drop-off site							
Storm water management							
Evansville Water and Light							
Parks and recreation facilities							
Building inspection							
Eager Free Public Library							
Garbage and recycling							
Planning and zoning/development services							
Youth center							
General city government							
Historic preservation							
Downtown revitalization							

3. How engaged do you consider yourself to be with city government?

Very engaged Somewhat engaged Not very engaged Not at all engaged

4. If you do not consider yourself to be engaged in city government, why is that? (Answer as many as you see fit.)

Meeting times are inconvenient		I do not think anyone will listen to me	
I am confident in the performance of city government without my involvement		There are insufficient means to interact with government by e-mail, social media, etc.	
No interest in city government		Would prefer virtual option to continue	
Too many personal/business commitments		Other:	

5. How would you prefer to receive official information from the City of Evansville? (check all that apply)

- In person at City Hall
 In person at the Library
 In person at public meetings
 Mail
 E-mail
 Newspaper
 Social media
 City of Evansville website
 Included as inserts in utility bills

6. The current population of the City of Evansville is approximately 5,703, a 13.7% increase from 2010. Since 2010, the City has permitted on average 30 new housing units per year. In planning for future population growth, which statement most closely matches your opinion: (Select one)

- The City Government should **encourage rapid growth** in housing & population.
 The City Government should **encourage moderate growth** in housing & population.
 The City Government should **limit growth** in housing & population.
 I favor **keeping the same rate of growth** for housing & population.

7. Why would you recommend that someone move to Evansville?

	Very Strong Aspect	Strong Aspect	Weak Aspect	Very Weak Aspect	No Opinion
Geographic Location					
Small City Atmosphere					
Housing Opportunities					
Local Employment Choices					
Quality of Schools					
Low Crime Rate/ Safety					
Historic Districts					
Parks and Recreation					
Property Taxes					
Transportation Access					
Close to friends and/or relatives					
Sense of community/inclusiveness					

8. Since 2014, the City and developers have added nearly a mile of walking/bicycling trails. To what extent do you support using local tax dollars for walking/bicycle trails through and around Evansville?

- Strongly Support
 Support
 Oppose
 Strongly Oppose
 Neither Support Nor Oppose

9. To what extent would you support or oppose the following kinds of future housing development in Evansville?

	Strongly Support	Support	Oppose	Strongly Oppose	No Opinion
Upscale single family homes					
Affordable single family homes					
Multi-family apartment buildings					
Mobile/manufactured home parks					
Duplexes/Two-family houses					
Condominiums/Townhouses					
Assisted living units for people with disabilities and/or seniors					
Independent living units for people with disabilities and/or seniors					

10. Would you be interested in working in Evansville if jobs comparable to your current employment were available?

Already work in Evansville Yes No Not sure/Not interested Retired/Unemployed

11. Please rate your likelihood of using the following transportation options to nearby communities, such as Madison or Janesville, if made regularly available.

	Likely to Use	Unlikely to Use
Park and Ride		
Commuter Bus Service		

12. How many visits do you or someone in your household make to Evansville’s downtown monthly?

12 or more 6-12 1-5 Do not use

13. To what extent do you agree with the following statements?

	Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
I am satisfied with the quality of broadband service available in the City of Evansville.					
The City of Evansville increase its enforcement of its property maintenance ordinance (i.e., dangerous stairs, peeling paint and excessive clutter).					
Recreational amenities, such as a walking trail, should be developed along Allen Creek.					
The City should continue to invest in repairing, replacing, and adding sidewalks.					
The City should increase funding and services to its Emergency Medical Service (EMS).					

14. How important is it to you that Evansville be a walkable community?

Very Important Important Unimportant Very Unimportant Neither Important -Nor Unimportant

15. Which do you think would best make residents more likely to shop/do business/dine in Evansville? (Select one)

- More convenient hours Lower costs Increased diversity of options More advertising

16. In which area should the City of Evansville put the greatest emphasis for the purposes of economic development? (Select one)

- Retaining and expanding existing businesses Encouraging new businesses by nurturing entrepreneurship
 Recruiting businesses from other municipalities Other (Please state): _____

17. Which of the following statements BEST reflects your future vision for the City of Evansville? (Select one)

Evansville should be a full-service City where nearly all working, shopping, service, housing, health care, and educational needs can be met.	
Evansville should be a fairly diverse community with some commercial, job, and housing opportunities.	
Evansville should focus on being a manufacturing/industrial based community	
Evansville should be a "bedroom" community; that is, a primarily residential community with few industries and limited commercial services.	

18. To what extent do you agree with the following statements?

	Strongly Agree	Agree	Disagree	Strongly Disagree	No Opinion
Our locally-owned utility Evansville Water & Light is an asset to the local community.					
Evansville Water & Light generally restores service quickly after an outage.					
Evansville Water & Light is an environmentally-friendly utility.					
Participation in energy efficiency programs is worth my time and effort.					
I support the City pursuing funding for programs such as replacing lead service laterals and providing discounted timed water softeners for residential use.					

19. How long have you been a resident of the City of Evansville?

- Less than 1 year 1 to 5 years 6 to 10 years 11 to 25 years 25+ years

20. Which of the following best describes your current residence?

- Single-family house Duplex/Two-family house Apartment Condominium/Town home Other

21. Do you own or rent your current residence? Own Rent

22. How many of the people living in your household are:

Under 18 _____ Age 18 to 55 _____ Over Age 55 _____

23. In your opinion, how can the City of Evansville encourage a sense of place and community?

7. Agricultural, Natural & Cultural Resources

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Agricultural, Natural & Cultural Resources Vision

In 2035 all residents have convenient access to neighborhood parks and trails. Regional bicycle and pedestrian trails connect Evansville to neighboring communities and nearby parks. Parks are diverse in size and include both passive and active recreational opportunities.

Evansville's growth has occurred at an appropriate urban density in order to preserve the surrounding rural character, maintain prime farmland, and protect woodlands and wetlands.

Within the City, natural features are preserved through effective ordinances. Trees, undeveloped green space, environmental corridors, trails and creative landscaping are important ingredients that contribute to community character.

Evansville is renowned for its historic character. Residents and business-owners have preserved, restored and maintained the City's historic buildings and neighborhoods. Evansville offers an array of local restaurants, parks and public spaces to provide cultural and entertainment choices to residents.

Policies

It is Evansville's vision that the community will retain its small city charm in a rural setting. Natural resources will be protected and serve as an environmental, recreational, and economic asset to the City. Residential and commercial development will be in harmony with the City's natural environment. The City will also work, in accordance with the Intergovernmental Coordination Element of the Wisconsin "Smart Growth" Law, with neighboring communities, the school district, Rock County, and the State of Wisconsin to ensure that natural resources are adequately protected for future generations. Goals to support this vision are provided at the end of this chapter. Supporting policies are provided below:

- Stronger Historic Preservation standards and processes are prioritized and encouraged by the City.
- Consider the additional costs both for actual construction and needed services associated with developing in areas with engineering limitations (soil, slope, groundwater, bedrock) when determining the amount of the letter of credit that the developer must provide to guarantee the construction of public improvements.
- Regulate the type of industrial development near the City's municipal wells to minimize the chances of groundwater contamination.
- Encourage the proper handling of wastes and chemicals so that they produce a minimum effect upon ground and surface water.
- Plan for and support the extension of public services in an orderly manner to discourage scattered rural development.
- Preserve the most significant aspects of the natural resource base, that is, primary environmental corridors and surrounding agricultural lands, which contribute to the maintenance of the ecological balance, natural beauty, agricultural production and economic well being of the City and environs.
- Encourage development within the City corporate limits, connected to municipal sanitary and water systems, to promote efficient, compact urban development patterns that maximize available services and include adequate open space.

Introduction

This chapter provides an inventory of existing agricultural, natural, and cultural resources in the City of Evansville. In addition, issues associated with these resources are discussed and a vision, with supporting goals and objectives, is presented.

Wisconsin's Smart Growth Law includes 14 goals for local comprehensive planning. The City of Evansville believes that the goals listed below specifically relate to planning for agricultural and natural resources:

- Protection of natural areas, including wetlands, wildlife habitats, lakes, woodlands, open spaces and environmental corridors.
- Protection of economically productive agricultural areas.
- Protection of agricultural lands for agricultural purposes.

During the 2005 Kick-Off Meeting, residents identified the following values related to this element:

- We value the history defined by historical buildings/ architecture, traditional downtown and beautiful homes.
- We value our well-maintained historic district.
- We value the peaceful, rural agricultural setting beyond City limits.

Agricultural Resources

There is agricultural land within the current City limits, but little of it would be considered prime farmland. The City anticipates that much of the agricultural land within the City limits will be developed, although the City believes substantial portions should be preserved as green space, including environmental corridors, when the land ceases to be actively cultivated.

The City will strongly support the nearby townships in preserving agricultural land in the townships, provided the land to be preserved is not identified in this plan's *Future Land Use Map* as being a likely site of future urban development. The City will consider and likely will attempt to implement any request by the townships for changes in City policy that would assist the townships in preserving agricultural land not marked for future urban development. The City also will consider requests to change this plan's *Future Land Use Map* to preserve as agricultural land areas marked for urban development, but the City will be more reluctant to accommodate such requests, because the areas marked for future urban development can be served efficiently with sanitary sewer service.

Natural Resources and Environmental Concerns

Natural resources help to determine the potential for development. Geology, topography, drainage patterns, floodplains, wetlands, and soil characteristics are among the natural and environmental features that determine if an area is physically suitable for specific types of development.

Preservation of natural resources (wetlands, surface and groundwater, woodlands, shorelines) is an important priority for the City of Evansville. These resources provide recreation opportunities that help to sustain the local economy and enhance the quality of life.

Geology and Topography

The City of Evansville is located approximately 900 feet above mean sea level, in the northwest corner of Rock County. Evansville is just south of where the last glacier advanced in Wisconsin. The area to the north is hilly, consisting of mounds of glacial till caused by melting of the most recent glacier. The area to the south of Evansville contains highly dissected stream valleys cut into the bedrock. The last glacial advance did not affect the area to the south, and the steep-sided stream valleys once found throughout this region of the state remain, since they escaped being ground down and filled in by glacial ground moraine or outwash.

Bedrock in the Evansville area consists of Ordovician-aged St. Peter sandstone, which in some places is overlain by more recent dolomites. The St. Peter sandstone ranges in thickness in the area. Municipal well records indicate the sandstone is approximately 115 – 135 feet thick in the City.

Underneath the St. Peter sandstone is approximately 60 feet of dolomite, below which is at least 600 feet of late Cambrian sandstones.

The City of Evansville is located over what used to be a valley for a tributary to the Yahara River. The tributary flowed to the east along a route that is now STH 14 from Evansville to a point north of Janesville. The tributary cut a steep-walled valley under the present city, and eventually flowed into the Yahara River, and then the Rock River. The tributary cut a steep-walled valley under the present city, and eventually flowed into the Yahara River, and then the Rock River. The floor of the ancient valley under Evansville is approximately 100 feet below the present land surface, while just east of the City the former valley floor is 260 feet below the surface.

When the last glacier started to melt and recede, outwash from the melting of the glacier filled in the ancient stream valley, leaving behind significant depths of relatively clean, permeable sands and gravels in the Evansville area.

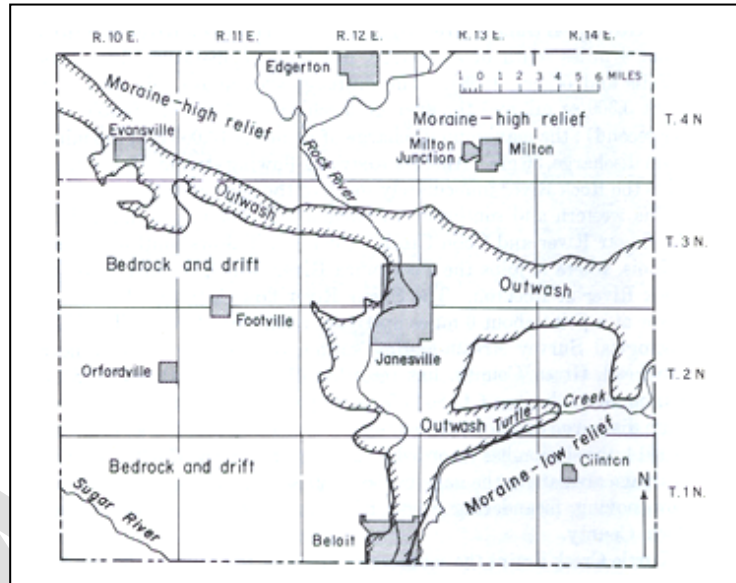


FIGURE 7A: MAP SHOWING PHYSIOGRAPHIC AREAS IN ROCK COUNTY, WI From E.F. LeRoux, *Geology and Ground-Water Resources of Rock County, Wisconsin* 1964

Watersheds and Drainage

The City of Evansville falls within the Allen Creek and Middle Sugar River Watershed. This watershed covers northeast Green County, northwest Rock County and south central Dane County. The dominant land use in the watershed is agriculture. Municipal wastewater treatment plant discharges to surface waters in the watershed come from Belleville and Brooklyn. Treated water from Evansville's wastewater treatment plant is allowed to soak into the ground, and eventually some of it becomes spring water that feeds into Allen Creek

As is discussed in the Utilities and Community Facilities Element, Evansville has a storm water collection system. Storm water from undeveloped areas and older areas of the City flow to Allen Creek. In newer developments, greenways, detention and retention facilities are used to control storm water.

Allen Creek

Allen Creek is the primary surface water feature in Evansville. It enters the City from the northwest and leaves to the south. Allen Creek is the source water for Lake Leota. Allen Creek rises in southern Dane County, flows through northwest Rock County and northeast Green County before emptying into the Sugar River. About 4.5 miles of the stream above Lake Leota are classified Class II and Class III trout waters (WDNR, 1980). Allen Creek below Evansville is on the State's antidegradation list (NR 102) as an exceptional resource water (ERW), affording it a greater level of protection. The stream below Evansville has a very good, diverse warm water sport fishery. There is some public ownership along the stream south of Evansville.

Evansville has a long history of volunteer, state, and municipal efforts to maintain the quality of Allen Creek:

- The earliest documented efforts date back to 1908 with the organization of the Union Drainage District. The purpose of the Union Drainage District was to dredge and rechannel the stream to create more tillable land.
- In 1909 and 1910, dredging the waterway from Butts Corners north to the Dane County line had deepened Allen Creek. During this first dredging of the creek, 77,000 cubic yards of material was removed. This allowed the surrounding land to drain into the creek and what had previously been swampland became tillable farmland.
- In 1951, the creek was dredged again and four laterals were constructed to extend the drainage ditch and drain more wetlands. An estimated 145,000 cubic yards of soil was removed in this process.
- In 1972, the Department of Natural Resources recommended improvements to Allen Creek to create a better Lake Leota environment. These actions were needed for many reasons, including the intensive farming of the land near the creek created erosion into the stream and increased the load of sediment carried into the lake. Actions included:
 - Riprapping the banks of the stream and placing retention ponds at the end of the draining ditch laterals to reduce the amount of silt that was carried by the stream. More than 4,000 tons of quarry rock was used to stabilize the creek banks.
 - Fencing along the shores of Lake Leota and Allen Creek to prevent farm animals from getting into the stream. Cattle were especially harmful to the stream banks, as the dirt gave way under their feet and caused further erosion of the stream.
 - Six cattle crossings were made at various points along Allen Creek.
 - The banks of the creek were also sloped with a dragline and seeded with grass to prevent further erosion.

Lake Leota

Lake Leota is a 40 acre lake divided by a railroad bridge into a smaller, upper lake (north end) and a larger, lower lake (south end). The lower lake has a maximum depth of 18 feet, while the upper lake is much shallower. Pan fish, trout and walleye are present in the lake.

Many questions regarding the status of Lake Leota were in the original 2005 Smart Growth Plan. This plan prioritized the restoration of Lake Leota to be a useable amenity for the residents of Evansville. Since then, the Lake has been dredged to restore it. Public involvement for the 2015 Smart Growth Plan update ~~has~~ confirmed that Lake Leota and Leonard-Leota Park are [seen as](#) valuable assets to the Evansville Community. Given the history of the Lake, it will be important to monitor the fore-bay to ensure the lake does not suffer from sedimentation, requiring another premature dredging to restore its usability.



FIGURE 7B: IMAGE OF LAKE LEOTA FROM MILL POND.
Source: Don Thompson



FIGURE 7C: LAKE LEOTA UPPER LAKE.

Shorelines

Shoreland areas in the City of Evansville are limited to Allen Creek and its tributaries and Lake Leota. The City has enacted a wetland and shoreland protection ordinance. However, the City does not currently have regulations to enforce what people who own non-wetland land adjacent to Lake Leota can do with their property that might have a negative impact on the lake. Rock County Shoreland Zoning protects the part of Lake Leota that is north of the railroad tracks, because that zoning was in place before the City annexed the property. **However, there is nothing in the City regulations to protect the part of Lake Leota south of the railroad tracks.** Shoreland zoning regulations are designed for efficient use, conservation, development, and protection of water resources.

Groundwater & Aquifers

The area around Evansville is underlain by thick sequences of sandstone bedrock, which tend to yield higher volumes of water the deeper a well is cased. Many domestic, stock, and smaller industrial wells in western Rock County draw water from the St. Peter sandstone. Most municipal and larger industrial wells in Rock County draw water from the Cambrian sandstones, which underlie the St. Peter sandstone in the Evansville area.

Beneath the surface of Evansville is the valley of an ancient streambed, which has been filled in by fairly clean glacial outwash. This creates another permeable body capable of yielding water for consumptive use.

There are no significant confining layers separating the glacially laid near-surface materials, the St. Peter sandstone, and the Cambrian sandstones, so the entire groundwater system in the area is considered to be a single aquifer. Groundwater is recharged primarily from precipitation from above. Horizontal groundwater movement is to the east toward the Rock River.

Due to the relatively permeable materials in the area separating surface activities from the groundwater aquifer, wellhead protection programs¹ are necessary to safeguard water supplies in the area. Evansville currently has a wellhead protection overlay district, however, many properties that existed within the overlay district prior to adoption are of an industrial nature. It is important to ensure new industrial uses do not start up as existing uses discontinue.

The arsenic issues associated with drawing water from the St. Peter sandstone aquifer in northeastern Wisconsin have, for the most part, not been identified in southeastern Wisconsin. The elevated arsenic levels found in northeastern Wisconsin have been linked to a narrow sulfide-bearing zone in the top of the St. Peter sandstone. Wells that oxygenate that zone while producing groundwater from it have been found to release arsenic into the groundwater.

In the Evansville area, either the sulfide-bearing zone has been stripped away by past glacial activity, or wells are not oxygenating and drawing water from that zone. Nevertheless, testing potable wells for arsenic is a prudent means to assure a safe water supply.

Wetlands & Floodplains

Wetlands act as a natural filtering system for sediment and nutrients such as phosphorus and nitrates. They also serve as a natural buffer, protecting shorelines and stream banks from erosion. Wetlands are also essential in providing wildlife habitat, flood control, and groundwater recharge. Floodplains serve many important functions

¹ More than 200 Wisconsin communities have wellhead protection programs in place. For more information refer to <https://dnr.wisconsin.gov/topic/DrinkingWater/SourceWaterProtection.html> <http://www.dnr.wi.gov/org/water/dwg/gw/whp.htm>

related to flood and erosion control, water quality, groundwater recharge and fish and wildlife habitats. Areas susceptible to flooding are considered unsuitable for development because of risks to lives and property.

Due to these benefits, regulations place limitations on the development and use of wetlands and floodplains. Under sections 87.3 and 144.26 of the Wisconsin Statutes, a municipality has the authority to give greater protection to wetlands, shoreland and floodplain areas. Evansville currently participates in the Federal Emergency Management Agency's (FEMA's) Community Rating System (CRS) program. The CRS recognizes and encourages community floodplain management activities that exceed the minimum National Flood Insurance Program (NFIP) standards. The City of Evansville currently has a Class 7 CRS rating which earns Evansville residents a 15% discount on flood insurance premiums through the NFIP.

Woodlands

Prior to settlement, the vegetation of Rock County was entirely forested with areas of mixed conifer-northern hardwood forest. As people moved to the area, much of the forests were cleared for agricultural crops. The City of Evansville was originally called "The Grove" because of a large stand of timber to the northwest. Early industries included a sawmill and gristmill on Allen Creek that cleared portions of the timber. Evansville has been designated as a Tree City USA for the amount of trees planted by the City in 2001, 2002, and 2003 and has continued to receive this designation through 2014. The City planted many of these trees in the terraces along streets in new residential subdivisions, using funds donated by the developers and builders.

Wildlife Habitats

Unfortunately there is not a source of comprehensive habitat information for Evansville. To protect habitat areas from encroachment, detailed habitat information collected by the WDNR is not available to the public. Resident observation is the best available local resource about wildlife habitat areas.

Primary wildlife habitat areas correspond to the environmental corridors shown on the *Natural Features Map*. These areas provide food and cover for deer, raccoons, skunk and other small creatures common in the area. Nearby farm fields also serve as a food source for deer, sandhill cranes, turkeys and waterfowl in the area. Farmland is also a very important local wildlife habitat that provides travel corridors between waterways and woodlands. Farmland also provides cover opportunities and large contiguous open spaces needed by wildlife.

Aquatic habitats include Lake Leota and Allen Creek. The quality of these water resources as aquatic habitats was discussed in previous sections of this chapter.

It must be noted here that Rock County has had deer test positive for Chronic Wasting Disease. In 2004, the eradication zone expanded from the Wisconsin State Line to USH 14 in Rock County. ~~Thankfully as of March 2015~~ In 2020, there were no recent cases reported within the Town of Union Township, though a few were found in the neighboring towns, and the majority of positive samples in Rock County were found east of Janesville. ²

Evansville Wildlife Area

The Wisconsin Department of Natural Resources manages the Evansville Wildlife Area that is located approximately 1 mile south of the City on STH 213. This property includes 6,567 acres (564 of which is owned by the WDNR and 6,003 is leased). The property includes 12 parking lots for visitor use. Principal wildlife observed in the area includes pheasants, rabbits, deer, squirrels, quail, songbirds, and sandhill cranes. Trout fishing and bird watching are common recreational pursuits by visitors to the property. The Evansville Wildlife Area includes a variety of natural habitats including, marsh, woodlots, stream, cropland and grassland.

² Wisconsin Department of Natural Resource, ~~CWD positives by selection~~ Cumulative CWD Positive Locations: Southern Farmland Zone, March ~~2021~~ 2015

Threatened and Endangered Species

There are many threatened and endangered plant and animal species in Rock County. Unfortunately, there is not a specific list or map available for Evansville. The WDNR does have county maps available of threatened and endangered species. These maps are very general and do not specially identify habitat areas within the county. The reason for this is because the WDNR does not want people to visit or otherwise intrude on the habitats of endangered and threatened species. The WDNR is attempting to identify and catalog endangered plant and animal species across the state. For a complete, up-to-date list, refer to www.dnr.state.wi.us. The state and federal government have programs and laws in effect to protect threatened and endangered plant and animal species in the City of Evansville and beyond.

Exotic and Invasive Species

Non-native, or exotic, plant and animal species have been recognized in recent years as a major threat to the integrity of native habitats and species, as well as a potential economic threat (damage to crops, tourist economy, etc). The WDNR requires that any person seeking to bring a non-native fish or wild animal for introduction in Wisconsin obtain a permit. The City of Evansville can help combat exotic species by educating residents about non-native species, encouraging residents to use native plants in landscaping, and developing ordinances to limit exotic invasive species.

Metallic and Non-Metallic Mining Resources

Since Evansville is located on a glacial outwash plain, it has a good supply of sand and gravel. These deposits are located along Allen Creek and also in the eastern half of the City. There are no metallic or non-metallic mining operations in the City of Evansville.

Soils^{3 4}

There are four general associations of soils in and around Evansville. North of the City is the **Kidder-St. Charles Association**. These are deep, well drained and moderately well drained. Most of this soil is cultivated and used to grow corn, soybeans, small grains and legumes. The major soil types in this association have slopes of less than 6% and no serious limitations for use as home sites and septic tank systems.

The **Plano-Warsaw-Dreden Association** covers most of the City. It consists of deep and moderately deep, well drained and moderately well drained, nearly level to sloping soils over stratified sand and gravel. Most of this association is cultivated and used to grow corn, soybeans, small grains, and legumes. The more sloping soils in this association are subject to erosion. There are many good sources of sand and gravel in this association. Due to the porous substratum, there is some danger of groundwater pollution from septic tank systems.

The **Sebewa-Kane Association** is found in the southern and central parts of the City. These are moderately deep, poorly drained and somewhat poorly drained, nearly level and gently sloping soils over stratified sand and gravel.

Most of this association is cultivated and used to grow corn, soybeans, small grains and legumes. Wet soils that have not been drained are either used as pasture land or wildlife habitat. Proper drainage is the main concern in maintaining the wet soils for dependable crop production. The loose sand that underlies the Kan and Sebewa soils can clog tile lines unless precautions are taken to prevent the sand from entering the tile.

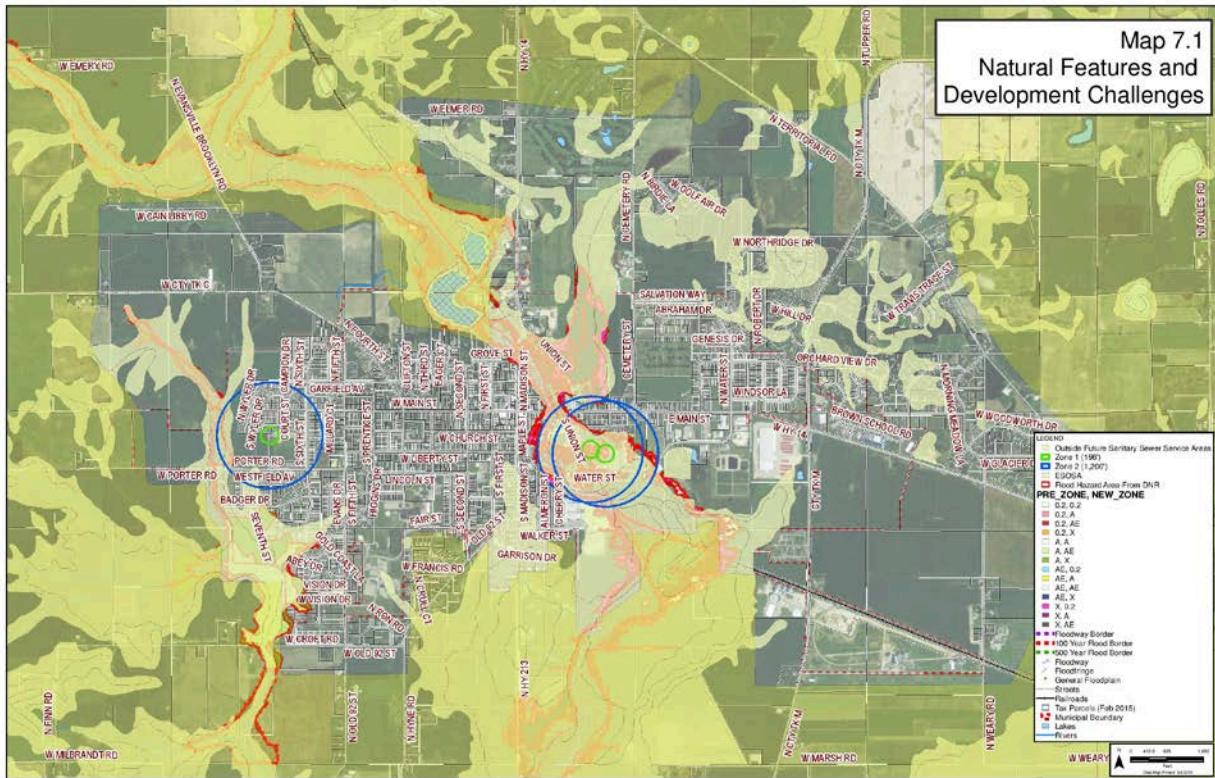
The fourth association, **Edmund-Rockton-Whalan Association**, lies to the west and southwest of Evansville. These are shallow and moderately deep, well-drained soils over dolomite bedrock. Much of this association is cultivated and used to grow corn, small grains and legumes. The major soils in this association are not suitable for septic

³ Rock County Planning Department. *Evansville Master Planning Program*, Volume 1, February 1977.

⁴ United States Dept of Agriculture Soil Conservation Service, *Soil Survey of Rock County*, 1974.

systems. There is a danger of groundwater contamination by unfiltered materials moving through crevasses in the dolomite.

Map 7.1: Natural Features and Development Challenges Map



DRAFT

Map 7.1: Natural Features and Development Challenges Map is based on soils data, which reflect areas of special concern. Specific use of a parcel would depend on further testing of the soils involved.

This map shows areas within the Evansville area with noted engineering limitations. These soils are poorly or somewhat poorly drained and would require special engineering to be built upon. Engineering problems include:

- A high shrink-swell potential (the difference in volume of a given weight of particular soil when dry and when moist)
- A high water table that can cause problems such as flotation of pipes and frost-heave
- The soil may have a low bearing capacity and not be suitable to support the weight of construction
- Bedrock near the surface makes digging basements or location of wastewater and water mains difficult

Environmental Corridors⁵

The *Natural Features Map* provided in this chapter includes environmental corridors. What follows is a definition of the areas included in this environmental corridor.

Lowland areas include wetlands, lands in floodplains, shorelands, and lands having wet soils. Much of this land is restricted from development by wetland protection laws. Most of these soils are also restricted from development because of the difficulty in having on-site sewer. These lowland areas include Allen Creek, areas to the North of Lake Leota, and the Evansville Wildlife Area.

Upland areas included in the environmental corridor have slopes greater than 20% and lands within the managed forest law. Areas with 20% or greater slope are very difficult to build upon because they are easily eroded. The intent of protecting these upland areas is to preserve, protect, enhance, and restore significant woodlands, scenic areas, submarginal farmlands and areas having slopes in excess of 20%; to limit erosion and sedimentation; to promote and maintain the natural beauty of the area; and to preserve areas having significant topography, potential recreation sites, wildlife habitat, and other natural resources that contribute to environmental quality.

Air Quality

The following information is from the Wisconsin Department of Natural Resources:

"A few common air pollutants are found all over the United States. These pollutants can injure health, harm the environment and cause property damage. EPA calls these pollutants **criteria air pollutants** because the agency has regulated them by first developing health-based **criteria** (science-based guidelines) as the basis for setting permissible levels. One set of limits (**primary standard**) protects health; another set of limits (**secondary standard**) is intended to prevent environmental and property damage. A geographic area that meets or does better than the primary standard is called an **attainment area**; areas that don't meet the primary standard are called **nonattainment areas**."

Rock County is an attainment area. Based on available data from the Wisconsin Department of Natural Resources, Evansville appears to have good-moderate air quality. Nearby areas to the east along USH 14 and to the south (in Illinois) are classified as having unhealthy conditions for sensitive groups of people (e.g. elderly, children, asthmatics). The nearest air quality monitoring stations are located in Madison and Beloit. More information on air quality is available at <https://dnr.wisconsin.gov/topic/AirQuality/Monitor.html> www.dnr.state.wi.us/org/aw/air/.

⁵ Much of this section was referenced from the 1996 Evansville Master Plan Update.

Historical Resources

Historical resources, like natural resources, are valuable assets, which should be preserved. The City of Evansville takes great pride in its history. This was clearly expressed in the community's values and strengths listed in the beginning chapters of this plan.

Settled as a village in 1839, Evansville grew as a rural market community. Much of Evansville's heritage architecture is due to the steady growth of the community. A rich variety of architectural styles can be seen in the City. A walk up Main Street is a tour of more than a century of diverse styles in building. The Wisconsin State Historical Society's designation states that Evansville has "the finest collection of 1840's to 1915 architecture of any small town in Wisconsin."

In Wisconsin, Evansville is one of the pioneers in the preservation of heritage resources. During the 1970's evolution of the preservation movement, Evansville civic leaders actively pursued the foundations for the preservation of local historic resources.

In 1976, 22 citizens appointed to a steering committee facilitated a comprehensive survey of the historic structures in the City. A result of this survey was the Evansville Historic District, a 120-acre, 22-block area consisting of most of the downtown commercial buildings and near west side residences. Evansville has eight listings in the National Register of Historic Places. The Eager Free Public Library was listed in 1977 and the Evansville Historic District was designated in 1978. As of 2022, Evansville has four historic districts listed on the National and State Registers of Historic Places. Within those districts are 351 contributing assets. There are four designated properties outside a designated historic district, and three properties listed on the State and National Register. The Historic District listing is 332 structures, 299 contributing and 33 non-contributing. The National Register of Historic Places is maintained by the National Park Service of the United States Department of the Interior. Listed properties are eligible for state and federal tax incentives for qualified rehabilitation and any federally funded project substantially altering a listed structure is subject to review.

Wisconsin statutes require any city, like Evansville, that contains any property listed on the National Register of Historic Places or the State Register of Historic Places to have an ordinance to regulate "any place, structure or object with a special character, historic, archaeological or aesthetic interest, or other significant value, for the purpose of preserving the place, structure or object and its significant characteristics". The same statute also requires cities like Evansville to regulate "all historical or archaeological landmarks and all property within each historic district to preserve the historic or archaeological



FIGURE 7D: (TOP) EXAMPLE OF GREEK REVIVAL ARCHITECTURE IN EVANSVILLE HISTORIC DISTRICT.

(BOTTOM) EXAMPLE OF HIGH VICTORIAN ITALIANATE ARCHITECTURE IN EVANSVILLE HISTORIC DISTRICT.

EVANSVILLE HISTORIC DISTRICT MAP

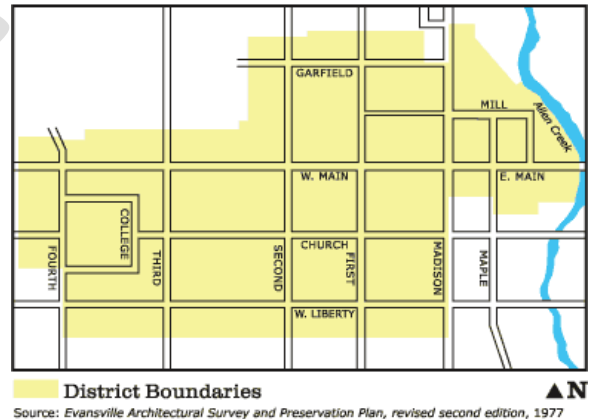
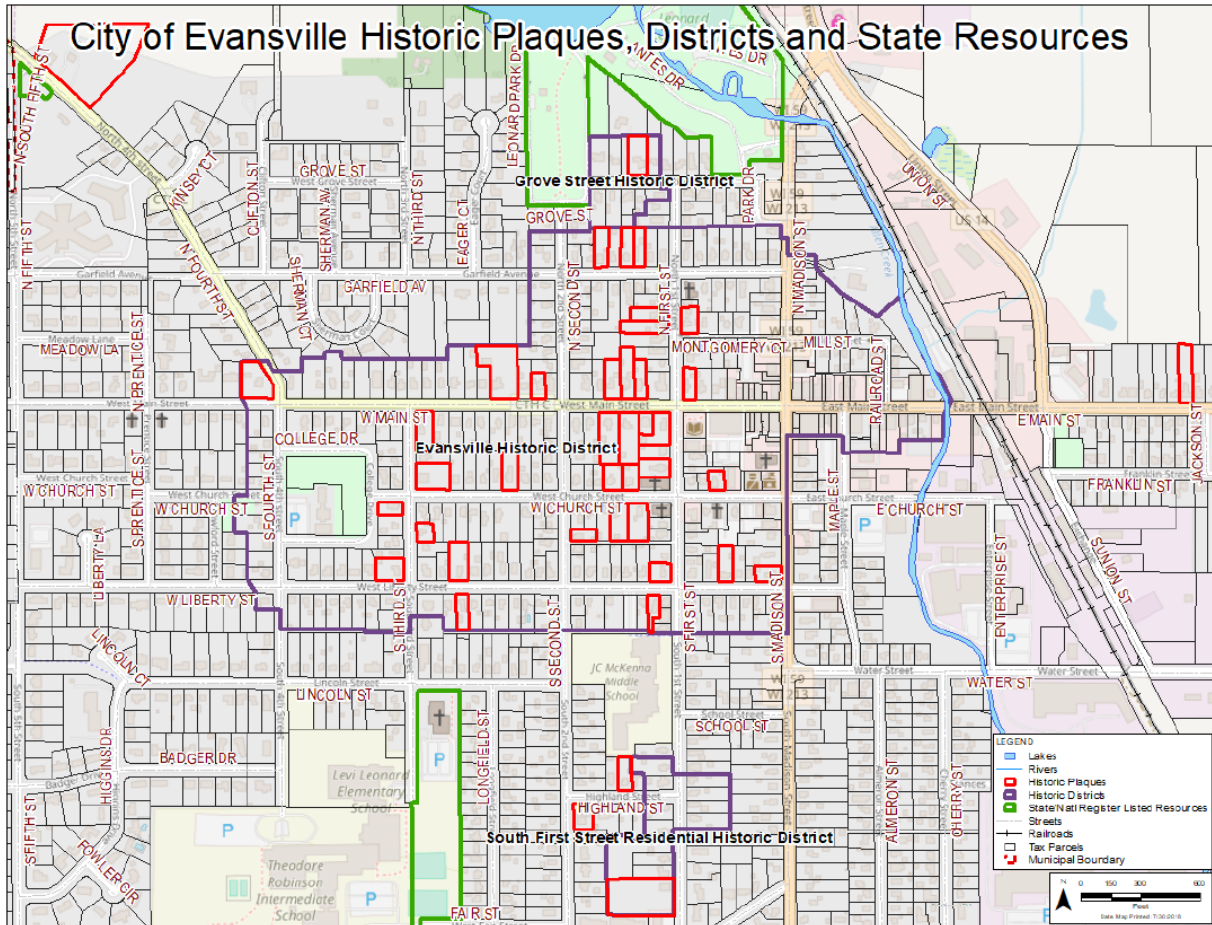


FIGURE 7E: EVANSVILLE HISTORIC DISTRICT MAP.

landmarks and property within the district and the character of the district". Finally, the statutes provide for creation of a city historic preservation commission to designate landmarks and establish historic districts. (Sec. 62.23 (7)(em), Wisconsin Statutes.)

FIGURE 7E: EVANSVILLE HISTORIC DISTRICTS



The Evansville Historic Preservation Commission was formed in 1978. The Commission currently consists of seven members appointed by the Mayor, six for staggered two-year terms and an alderperson with a one-year term. The Commission meets monthly and is charged with designation, review and education authority. The Commission receives annual funding from the City budget.

Monies have been used to purchase historical reference materials for the City library, assist in the production of a City brochure, support historic education projects in the school system, supplement restoration funding for projects such as the Baker Building Project of the Evansville Grove Society, the local historical society, and provide funding assistance to the signage component of the downtown building facade improvement program. The Zoning Ordinance, in Section 130-1121, also establishes the Historic Conservation Overlay District. It provides regulations in addition to the regulations of the underlying zoning district. The Section states:

These regulations are intended to protect against destruction of or encroachment upon such areas, structures or premises; to encourage uses which will lead to their continuance, conservation and improvement in a manner appropriate to preservation of the cultural and historic heritage of the city, to prevent creation of environmental influences adverse to such purposes, and to ensure that new structures and uses within such districts will be in keeping with the character to be preserved and enhanced, thereby to protect and promote the general welfare by maintaining and increasing property values and making the district a more attractive and desirable place in which to live.

The Evansville Historic Preservation Commission receives notification of all applications for conditional use permits in the Historic Conservation Overlay District and is charged with reviewing the applications and advising the Plan Commission as to whether the conditional use plans are compatible with the surrounding areas.

Since 1978, the Commission acquired 44 preservation easements for significant City historic residences. The City residences with easements display plaques signifying their special historic value to the community. Six of the residences with restrictive covenants are located outside of the Historic District. A preservation easement, also known as a restrictive covenant, is a legal agreement that grants an interest in a historic property, usually to a qualified nonprofit organization or government to accomplish preservation objectives. A property owner transfers to the organization the responsibility to protect the property from changes that would compromise its historical/architectural character. The covenants held by the Evansville Historic Preservation Commission provide protection for structural and/or exterior changes to the property. The easements are recorded in the county records office. The easement is permanently attached to the property title and granted in perpetuity. An easement is therefore binding on all future owners. Preservation easements provide the best protection, other than outright acquisition, against inappropriate alteration of heritage buildings.

In 1985, the City of Evansville was approved as one of the first Certified Local Governments (CLGs) by the Wisconsin Historical Society. Additional administrative procedures are required of CLGs, such as forwarding of monthly minutes of the local preservation commission to the Wisconsin Historical Society and annual reporting to the National Park Service of the Department of the Interior. Certified Local Government status provides eligibility for annual grants administered by the Wisconsin Historical Society with funds provided by the National Park Service. Past CLG funds were awarded to Evansville for the development of rehabilitation guidelines for the Evansville Historic District, heritage architecture educational materials, a walking tour guide of historic structures. Currently, there are 68 CLGs in Wisconsin and \$75,000-\$100,000 in annual grant funds available. The CLG grant application to update the 1976 inventory resulted in a 2006 intensive resurvey and 6 nominations to the State and National Registers of Historic Places, all of which were successful.

The City of Evansville has shown its commitment to preservation of publicly owned cultural resources. A recent remodeling of City Hall that included making the facility ADA-compliant and updating administrative offices was accomplished while maintaining the integrity of the building interior and exterior. A 1996 addition to the City Library was completed with utmost attention to preservation of the nationally designated historic building. The 2018 expansion will also respect historic and architectural integrity.

For More Information...

The Wisconsin Architecture and History Inventory (AHI) includes ~~494~~ 497 listings for the City of Evansville's. Properties listed in the AHI are part of the State of Wisconsin official historic catalogue. The AHI is comprised of written text (and some photographs) of each property, which documents the property's architecture and history. The AHI inventory is housed at the **State Historical Society of Wisconsin** in Madison and is maintained by the Society's Division of Historic Preservation. For a complete list of catalogued historic sites in the City of Evansville, visit the AHI on the Internet at: www.wisconsinhistory.org/

Infrastructure improvements can have significant impacts on local cultural resources and the City has provided historic street lighting in the downtown and is sensitive to appropriate street, sidewalk and landscaping improvements. The City's role as steward of publicly owned cultural resources serves as a model for the community.

Cultural Resources

Evansville is a community with a strong sense of local culture. There are nine churches in the City that promote social, cultural, and spiritual growth:

ST. JOHN'S LUTHERAN CHURCH
312 S. Third St. • 608-882-4044

ST. PAUL'S CATHOLIC CHURCH
35 Garfield St. • 608-882-0490

UNITED METHODIST CHURCH
21 S. Madison St. • 608-882-4622

OAK GROVE CHURCH
101 W. Church St • 608-882-4488

CONGREGATIONAL UNITED CHURCH OF CHRIST
112 W. Church St • 608-882-5475

GRACE INDEPENDENT BAPTIST CHURCH
23 W. Church St. • 608-882-5576

EVANSVILLE SEVENTH DAY ADVENTIST CHURCH
463 West Main St. • 608-882-2170

EVANSVILLE COMMUNITY CHURCH
457 W. Main St. • 608-882-6552

FAITH COMMUNITY CHURCH EVANSVILLE
811 Brown School Plaza • 608-436-9778



FIGURE 7F: IMAGES OF EVANSVILLE'S HISTORIC CHURCHES. (A) UNITED METHODIST CHURCH, (B) CONGREGATIONAL UNITED CHURCH OF CHRIST, (C) GRACE INDEPENDENT BAPTIST CHURCH, (D), OAK GROVE CHURCH, (E) ST. JOHN'S LUTHERAN CHURCH, (F) ST. PAUL'S CATHOLIC CHURCH.

Programs and Trends

The following portion of this chapter highlights programs and trends, including city ordinances and downtown revitalization,

City Regulations

The Evansville Zoning Ordinance includes basic provisions for historic preservation (refer to the Economic Development Element for more information). City ordinances also address floodplains, wetlands and stormwater retention and detention (refer to the Agricultural, Natural and Cultural Resources Element for more information). These codes lay the foundation for protection of natural and cultural resources. This plan suggests changes and new ordinances that should be considered.

Downtown Revitalization

TID 5 was established in 2004 as a redevelopment district. This district was used to improve the downtown area, preserve many historic buildings and offer incentives to strengthen the business community in the downtown. Funding was used primarily for infrastructure including stormwater management, a new bridge, sewer improvements, water main replacement, sidewalks, and beautification of the area as well as providing direct incentives for 11 businesses.

The City anticipates these redevelopment or rehabilitation projects will produce far more tax increment than they consume. This additional tax increment will be used to pay debt service on public infrastructure projects such as the 2007 Main Street Reconstruction Project. This public infrastructure project included enhancements such as historic appearing street lighting, benches, bike racks, and trash receptacles, and a TEA Grant and donated funds allowed restoration of the 1914 brick street. In addition, the City will use tax increment to finance incentive grants for façade improvements to private buildings or to interior renovations needed to retain existing businesses and attract new businesses. The use of tax increment to improve the downtown is coordinated by the Evansville Redevelopment Authority, which the City created in 2004 for this purpose.

ECP Downtown Activities

Since its inception, the Evansville Community Partnership (ECP) has recognized Evansville's downtown as an important aspect of the community's identity and has sought to foster the community's participation in preserving the downtown. Once or twice a year, the ECP recruits volunteers to clean up the downtown, with assistance from personnel from the City's Municipal Services Department. ECP also organizes the downtown flower basket program.

Agricultural, Natural & Cultural Resources Issues

What follows is a description of the major concerns expressed during the planning process. Strategies to address these concerns are included in the Goals, Objectives, and Policies of this element.

Park Planning

The City adopted its 2020-2025 Park and Outdoor Recreation Plan in September 2020. The recommended priority initiatives and improvement actions suggested within that Plan have so far resulted in repair of the Allen Creek walls in Leonard-Leota Park. A successful referendum in 2021 has led to active planning to expand West Side Park and to replace and relocate the Veterans Memorial Aquatic Center, while maintaining a water feature at Leonard-Leota Park. Both facilities are expected to be completed by 2023.

~~There are a number of projects that have been completed since the original Smart Growth Plan or will be completed in 2015, including resurfacing the tennis courts and basketball courts, dredging, and fish stocking at Lake Leota, improvements to historic aspects of Leonard Leota Park, acquiring land at West Side Park, and a community garden at West Side Park. Future needs include expanding Leonard Leota Park to include more land around the Lake, developing West Side Park, continued maintenance and improvements at the pocket and neighborhood parks, bicycle and walking trails, and a more centralized sports complex.~~

~~Additional opportunities exist to share facilities with the Evansville Community School District. Sharing facilities will allow the community to provide more facilities at lower costs to Evansville residents.~~

Preservation of Environmental Corridors

Participants in the planning effort clearly indicated that natural features are an important part of the community, and residents' support for protecting natural areas, including woodlands, floodplains, wetlands and creeks is strong. Furthermore, protecting environmental corridors is consistent with the overall planning theme aimed at balancing the desire for continued growth with the desire to maintain the City's small-town atmosphere. The environmental corridor consists of floodplains, wetlands, hydric soils, WDNR lands, areas of severe slope, and shoreland/wetland zoning.

Environmental corridors are components of the landscape connecting natural areas, open space, and wildlife habitat. They provide physical linkages between fragmented habitat areas and provide animals and insects a means of travel to and from feeding and breeding places. Fish and wildlife populations, native plant distribution, and even clean water all depend upon movement through corridors. Most native species decline when habitat areas are fragmented due to agricultural operations or residential and commercial development. Wildlife populations isolated in one location, like a stand of trees or a secluded wetland, can overpopulate or die out without adequate corridors allowing free and unimpeded movement.

The functional effectiveness of a corridor depends on the type of species that use it, its size and shape, and its edge effects. Larger corridors offer greater habitat diversity. Linear corridors tend to be less diverse but offer important migration routes. Edge effects include the penetration of wind, light, and sound, as well as visibility beyond and into surrounding areas. They are crucial in determining the type of habitat a corridor will provide.

One way to think of environmental corridors is to compare them to hallways. A building contains hallways, which are places of concentrated movement back and forth; and rooms, which are destination points where people eat, work, play, and sleep. The hallways serve to link places of activity. Environmental corridors increase the value of natural resource areas; Areas of concentrated natural resource activity ("rooms"), such as wetlands, highlands, woodlands, prairies, lakes, and other features, become more functional when linked by environmental corridors ("hallways").⁶

In suburban environments, corridors often lie along stream and riverbanks. More than seventy-percent of all terrestrial wildlife species use riparian corridors. Conservation design and open space development patterns in urbanizing areas have begun to address the importance of maintaining and restoring environmental corridors. Economic benefits of preserving and enhancing these habitat areas include increasing the value of nearby housing sites, reducing the risks of building in areas with soils rated poor for development, providing flood protection, reducing the cost of stabilizing eroding stream banks, and protecting water quality. It is important for the economic health and for hazard mitigation to treat sensitive environmental areas as amenities, rather than obstacles to development.

What is Habitat Fragmentation?

A primary threat to wildlife is **fragmentation** -- the breaking up of larger habitat areas into smaller sections.

Fragmentation decreases wildlife population sizes, isolates habitat areas and creates more edges – where two dissimilar habitats meet (i.e. grassland and residential subdivisions).

Carefully planned environmental corridors provide opportunities to reconnect fragmented natural areas and improve habitat for important plant, animal and insect species.

Shoreland Zoning

There is a need to consider adopting a shoreland protection zone as part of the zoning ordinance. Evansville has a ~~wetland~~ shoreland-~~wetland~~ ordinance to protect wetlands adjacent to bodies of water. But Evansville does not currently have provisions in the zoning code to regulate what people who own land adjacent to Lake Leota can do with their property that might have a negative impact on the lake. Rock County's shoreland zoning protects Lake Leota from harmful land uses near the lake's shore north of the railroad tracks, because that zoning ordinance was in force at the time the City annexed that part of the lake shore. There is nothing in the City or Rock County ordinances that protects Lake Leota from harmful land uses near the lake's shore south of the railroad tracks.

Similarly, if the City annexes property that contains or borders on a navigable stream, the City will have to choose among the following three options: (1) enforce Rock County's shoreland zoning ordinance, (2) ask Rock County to

⁶ Environmental Corridors: "Lifelines for Living"; University of Illinois Extension; Fact Sheet Series, 2001-013.

enforce its shoreland zoning ordinance, even though the property has been annexed into the City, or (3) enact and enforce the City's own shoreland zoning ordinance.

Long-Term Preservation of Evansville's History

At the Kick-Off Meeting [for the 2015 Plan update](#), some participants expressed concern that while the City has a significant Historic District and Historic Preservation Commission, Evansville does not do enough to honor local history. Much of this concern seems to stem from the fact that:

- The zoning ordinance has limited detail and enforcement provisions.
- The City could do more to market its unique parks and historic resources to attract new residents, businesses and tourists.

The City has not maximized its opportunities for historic preservation. For example, the Historic Preservation Commission's preservation easement program was dormant from the mid 1990s to 2004. Discussions with individuals at the Wisconsin Historical Society have indicated that the large number of easements held by the Commission is unique and remarkable, and to their knowledge no other community holds more than one or two easements. Residential property owners have recently approached the Commission about protecting their historic properties through easements. In 2004, Commission members presented information on easements to the historic homeowners group of the Evansville Grove Society. Several homeowners indicated their willingness to pursue easement protection. In addition, because City of Evansville is a Certified Local Government, the City is eligible to receive historic preservation grants, but has made few applications for such grants. The Historic Preservation Commission should become more knowledgeable about funding sources and more adept at writing grant applications.

Strategic planning activities by the Historic Preservation Commission are needed to accomplish Commission training, provide community education of the importance of cultural resource preservation and re-establish designation efforts, among other priorities. The culmination of Commission training and planning efforts would be the development of a community preservation plan. A City preservation plan would provide a road map of preservation strategy and activities for the community and would guide and prioritize the work of the Historic Preservation Commission.

The revitalization of downtown is critical to maintaining important aspects of the character and identity of the City of Evansville as it experiences rapid growth. Refinement of design guidelines for historic storefronts and infill construction in the commercial district, and development of funding sources for renovation/ rehabilitation are items needing exploration.

For it to be financially viable to maintain and renovate historic commercial buildings in the downtown over the long term, downtown businesses need more customers and sales. A considerable amount of vehicle traffic bypasses the current downtown commercial district on Union Street. One of the goals of TID No. 5 is to enlarge the downtown commercial district to the east to include the area between Union Street and Allen Creek. If the Union Street area is redeveloped to entice drivers passing through the city to stop and shop or eat, then the City should explore ways to encourage these visitors to stay longer and visit the shops and restaurants in the existing downtown commercial district.

Loss of Natural Resources

Given the rapid growth rate in the City and surrounding area, and the population projections that indicate this trend will continue, there is a real concern about the impact development is having on natural areas. Preservation of natural resources is important to preserving the rural character of the area, maintaining wildlife habitat, and providing green infrastructure (e.g. wetlands and floodplains for storm water management, scenic areas, etc.) needed to sustain Evansville's high quality of living. The City should watch for environmentally sensitive land near the City's limits to become available for sale and seek assistance from the WDNR, non-profit organizations or private donors to purchase the land for conservation and low-impact recreation uses (e.g., hiking and bicycling).

The City of Evansville can use indicators developed by the Partnership for Sustainable Communities to measure sustainability and track progress towards achieving sustainability goals. The Partnership for Sustainable Communities is an interagency partnership between HUD, the DOT, and the EPA. Indicators include metrics such as city vehicle fleet gas mileage, intersection density, access to safe parks and recreation, access to healthy food options, and many more.

Recreational Opportunities

Public input has demonstrated the strong desire for walking and bicycling trails within the community. Linear recreational areas present opportunities not only for trails but to double as environmental corridors to promote the movement of wildlife. Evansville also has a guided walking tour of the historic district, which requires that sidewalks be well maintained to accommodate the walking tour.

Agricultural, Natural & Cultural Resources Goals

These Agricultural, Natural, and Cultural Resources goals and objectives serve as a way to put the vision statement into action, through a series of to dos. Below are Goals and objectives for the Agricultural, Natural, and Cultural Resources Chapter:

Agricultural, Natural & Cultural Resources Goal #1			
Carefully consider soil types and natural limitations when approving development projects to avoid costly environmental and developmental problems and aid in the establishment of better settlement patterns.			
Supporting Objectives	Champion / Partner	Potential Funding Source	Milestone Date
1. Require additional analysis for potential development sites prior to approval.	M.S Committee	Private Development Investment	Continuous
2. Communicate and coordinate with neighboring communities, particularly when enforcing extra-territorial zoning, to prevent unsewered suburban and rural residential developments in areas covered by soils identified as being unsuitable for such developments.	City Admin. & Community Development Director	NA	Continuous
Agricultural, Natural & Cultural Resources Goal #2			
Make Allen Creek an asset for the downtown, not an impediment to development.			
Supporting Objectives	Champion / Partner	Potential Funding Source	Milestone Date

1. Encourage appropriate urban development along Allen Creek near the downtown, provided the developer can demonstrate it can be done without creating a high risk of flooding the new development or increasing the risk of flooding downtown.	Community Development Director, M.S Committee, City Engineer	NA	Continuous
2. In the downtown, construct public trails along Allen Creek and clean up its banks so residents and visitors can enjoy walking along the creek between shops and restaurants.	M.S Committee & Parks Board, RDA	City Budget DNR Grants	2020

Agricultural, Natural & Cultural Resources Goal #3

Protect wetlands in the City of Evansville.

Supporting Objectives	Champion / Partner	Potential Funding Source	Milestone Date
1. Wetland areas adjacent to Lake Leota or Allen Creek, wetlands within areas having special wildlife and other natural values, and wetlands having an area of five acres or more should not be allocated to any development except limited recreation and should not be drained or filled.	M.S Committee	NA	Continuous
2. To the extent practicable, areas immediately adjacent to and surrounding wetlands should be developed in such a way as to minimize effects on wetlands.	M.S Committee, City Engineer, Building Inspection	NA	Continuous

Agricultural, Natural & Cultural Resources Goal #4

To preserve, protect and expand the natural resources of Evansville for the use and enjoyment by present residents visitors, and future generations

Supporting Objectives	Champion / Partner	Potential Funding Source	Milestone Date
1. All remaining undeveloped lands within designated primary environmental corridors should be preserved in essentially natural, open uses.	Plan Commission	NA	Continuous

2. Enforce the wellhead protection program the City has initiated.	Municipal Services Committee	City Budget	Continuous
3. The City should watch for environmentally sensitive land near the City's limits to become available for sale and seek assistance from the WNDR, non-profit organizations or private donors to purchase the land for conservation and low-impact recreational uses (e.g. hiking, and bicycling).	City Administrator	Non-Profit Orgs., Donations & WDNR Grants	Continuous
4. Ensure a diversity of species and genus for street trees to avoid widespread loss of a monoculture due to disease or pest such as Emerald Ash Borer or Dutch Elm Disease.	M.S Committee	City Budget	Continuous
5. Check the fore-bay of Lake Leota every 5 years to assess sediment deposits.	M.S Committee	City Budget	2015, 2020, 2025, 2030, 2035
6. Use the Partnership for Sustainable Communities indicators to measure Evansville's progress in natural resource protection and sustainability.	E.I.T, M.S Committee		2017 & Continuous

Agricultural, Natural & Cultural Resources Goal #5

The City should work with the nearby townships to preserve agricultural lands in the townships for long-term agricultural use.

Supporting Objectives	Champion / Partner	Potential Funding Source	Milestone Date
1. Implement the preservation of certain lands in the nearby townships for long-term agricultural use through the City's extra-territorial land division authority.	Community Development Director	Continuous	Continuous
2. Explore with the Town of Union the possibility of re-establishing joint zoning in the extra-territorial jurisdiction area and/or entering into a boundary agreement.	City Administrator, Mayor, Common Council	City Budget	Continuous

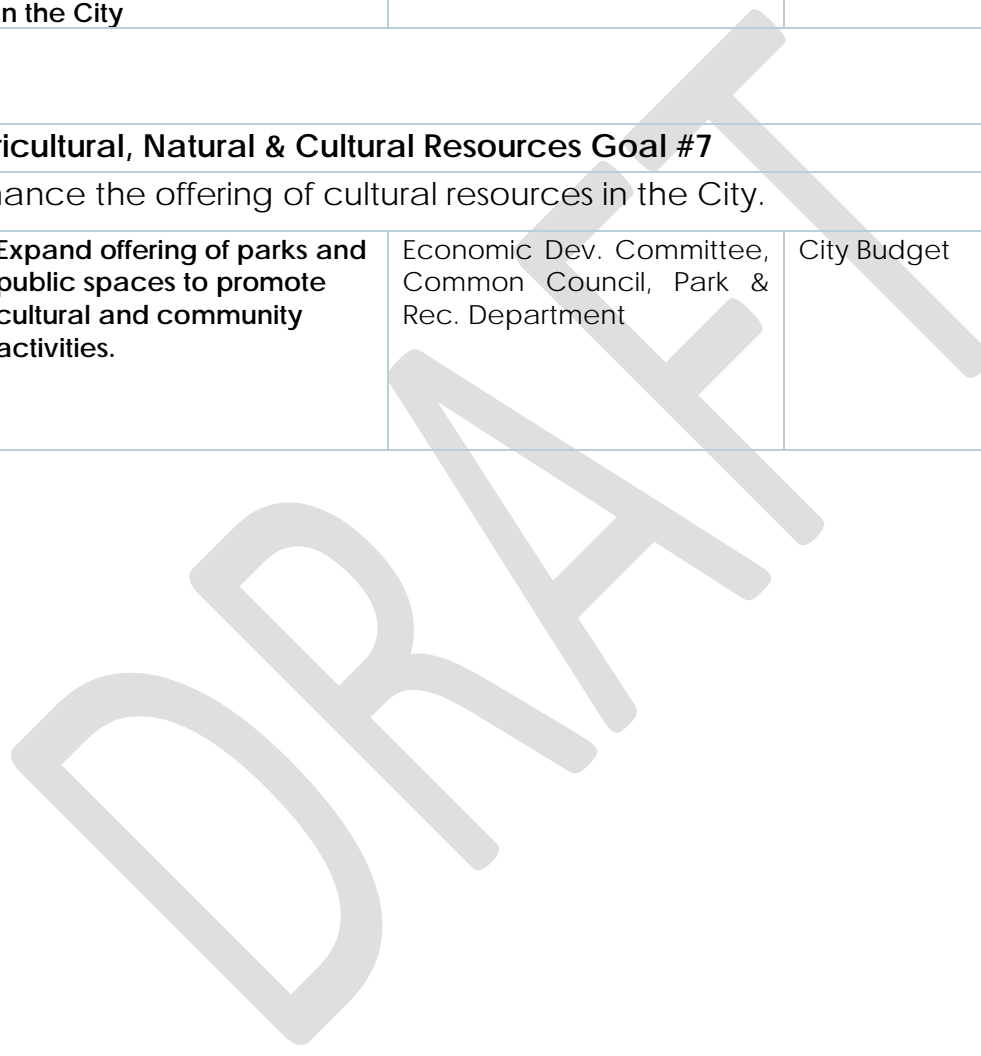
Agricultural, Natural & Cultural Resources Goal #6

Preserve and protect the historic resources of the City to promote the educational, cultural, and general welfare of residents of Evansville and provide for a more interesting, attractive and vital community.

Supporting Objectives	Champion / Partner	Potential Funding Source	Milestone Date

1. Update inventory of historic properties in the City and surrounding area. As available share updated information with the SHPO and encourage other historic preservation groups to do the same.	Evansville Historic Preservation Commission (EHPC)	State Historical Preservation Office (SHPO)	Continuous
2. Promote Evansville's unique parks and historic district to attract new businesses and tourism.	EHPC, Economic Development Commission, Tourism Committee	SHPO	Continuous
3. Encourage property owners and developers to expand the downtown commercial district.	Chamber of Commerce, Community Development Director, Economic Development Commission	NA	Continuous
4. Amend the B-2 Design Guidelines to provide more protection to historic structures and consider establishing residential design guidelines.	EHPC & Community Development Director	City Budget	2017
5. Promote the historic resources of the community by supporting local preservation groups.	EHPC	NA	Continuous
6. Continue to assist in a facade improvement program for the central business district.	Economic Dev. Committee (EDC) & ERA	Tax Increment or Local Financial Institutions	Continuous
7. Seek available grant money to improve historic structures, promote heritage resources and develop educational materials.	EHPC, Tourism Committee	ECP	Continuous
8. Coordinate with the Rock County Historic Society and SHPO.	EHPC	SHPO	Continuous
9. Amend the historic preservation ordinance to give the Evansville Historic Preservation Commission (EHPC) the power to prohibit alterations of buildings in the historic district.	EHPC, Common Council, Plan Commission	City Budget	2015
10. Educate and train the building inspector and citizens on the historic preservation process.	EHPC, Community Development Director, Building Inspection	City Budget	Continuous
11. Review easement program and enforce existing voluntary covenants	EHPC, Common Council	City Budget	Continuous

prohibiting alterations of buildings in the historic district.			
12. Utilize the standards promulgated by the U.S. Secretary of Interior for historic preservation projects.	EHPC	Private Landowners	Continuous
13. Expand the Historic Conservation Overlay District to include all historic districts in the City	EHPC, Common Council		
Agricultural, Natural & Cultural Resources Goal #7			
Enhance the offering of cultural resources in the City.			
1. Expand offering of parks and public spaces to promote cultural and community activities.	Economic Dev. Committee, Common Council, Park & Rec. Department	City Budget	Continuous





Community Development Updates

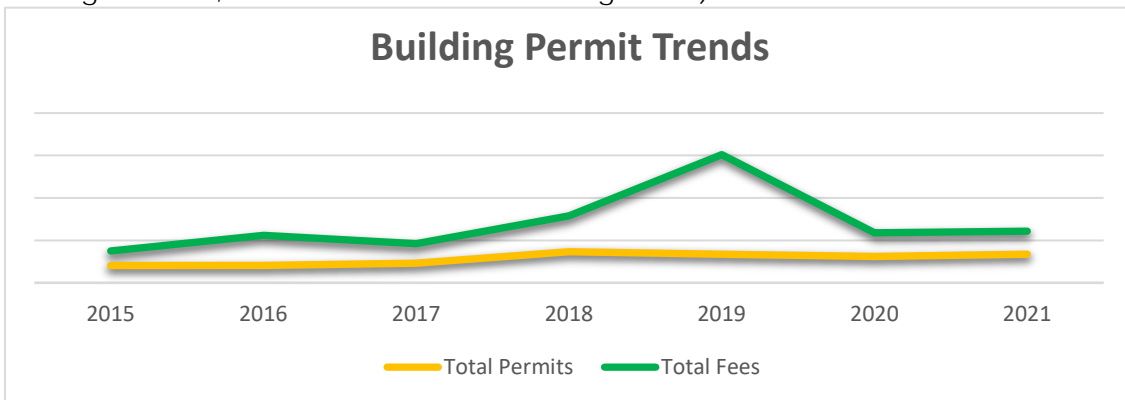
January 31, 2022 Colette Spranger, Community Development Director

Recent and ongoing community development activities:

- Ongoing negotiations with local developers regarding proposed subdivision plats; hopefully resolved!
- Fielding inquiries from two potential businesses looking to relocate in Evansville.
- Working on a handful of land division applications for zero lot line lots, for duplexes that are being converted to owner-occupied units. All needed rezoning.
- Historic Preservation Committee had a couple of tough applications that have been tabled.

Other Updates:

- **Building Permit Updates:**
- 2021 Total: 335 permits and \$60,922 in collected permit fees
- 2020 Totals: 310 permits and \$59,764 in collected permit fees
- 2019 totals: 338 Permits and \$151,861 in collected permit fees (Includes ECSD building improvements and construction)
- 2018 Totals: 366 permits and \$ 79,549.5 in collected permit fees (Includes Library building improvements and construction)
- 2017 Totals: 230 permits and \$ 46,451 in collected permit fees (Includes Delong Addition, Brown School Place II and Night Owl)
- 2016 Totals: 205 permits and \$ 56,440.54 in collected permit fees (Includes Delong Addition, Brown School Place II and Night Owl)



FUNDAMENTALS OF ZONING & LAND USE DECISION-MAKING

FEBRUARY 28, 2022, 6-8 PM
JANESVILLE, WI

This session will introduce local government officials to the comprehensive plan, zoning ordinance, and subdivision ordinance. We'll take a closer look at zoning decisions and review rules that apply when your plan commission and elected officials adopt and apply the ordinance. Learn about permitted and conditional uses, rezones, and variances. Staff from Rock County will be on hand to answer questions.

WHO SHOULD ATTEND?

- Plan Commissioners
- Elected Officials
- Planning and Zoning Staff
- Clerks and Administrators
- Building Inspectors

QUESTIONS?

Email landcenter@uwsp.edu or call 715-346-3783



Center for Land Use Education
College of Natural Resources
University of Wisconsin-Stevens Point



Extension
UNIVERSITY OF WISCONSIN-MADISON



COST: \$20

REGISTRATION: <https://bit.ly/zonelanduseJNVL>