

## **NOTICE**

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

**City of Evansville Plan Commission**  
**Regular Meeting**  
City Hall, 31 S Madison St., Evansville, WI 53536  
Tuesday, June 4<sup>th</sup>, 2024, 6:00 pm

### **REVISED AGENDA**

1. Call to Order
2. Roll Call
3. Motion to Approve Agenda
4. Motion to waive the reading of the minutes from the May 7, 2024 meeting and approve them as printed.
5. Civility Reminder
6. Citizen appearances other than agenda items listed.
7. Action Items
  - A. Review and Action for Land Division Application LD-2024-04 for a preliminary and final plat on parcel 6-27-559.5403 (Outlot 3, Windmill Ridge)
    1. Review Staff Report and Applicant Comments
    2. Plan Commissioner Questions and Comments
    3. Motion with Conditions
  - B. Review and Motion to Recommend Land Divider's Agreement for Windmill Ridge First Addition.
  - C. Public Hearing, Review, and Action for Conditional Use Application 2024-02 for Outdoor Commercial Food and Beverage Service on parcel 6-27-924.1 (137 East Main Street)
    1. Review Staff Report and Applicant Comments
    2. Public Hearing
    3. Plan Commissioner Questions and Comments
    4. Motion with Conditions
  - D. Zoning Code Updates
    1. Review Proposed Changes and Discussion
    2. Public Hearing
    3. Plan Commissioner Questions and Comments
    4. Motion to Recommend
8. Discussion Items
  - A. Review of City Housing Density Map

*-Mayor Dianne Duggan, Plan Commission Chair*

9. Community Development Report
10. Upcoming Meeting: July 2<sup>nd</sup>, 2024 at 6:00pm
11. Adjourn

*-Mayor Dianne Duggan, Plan Commission Chair*

**City of Evansville Plan Commission  
Regular Meeting  
Tuesday, May 7<sup>th</sup>, 2024, 6:00 p.m.**

**MINUTES**

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

Members	Present/Absent	Others Present
Mayor Dianne Duggan	P	Colette Spranger (Community Dev. Director)
Aldersperson Gene Lewis	P	Roger Berg
Aldersperson Abbey Barnes	P	Ron Mallon
Vacant		Ryan Combs
John Gishnock	P	Stephanie Beske
Mike Scarmon	A	James Crowe
Eric Klar	P	Bill Lathrop
		Julie Johnson
		Joe Geoffrion
		Anne Kolasch
		Jason Sergeant, City Administrator

- 3. Motion to approve the agenda, by Klar, seconded by Barnes. Approved unanimously.**
- 4. Motion to waive the reading of the minutes from the April 2, 2024 meeting and approve them as printed, by Klar, seconded by Barnes. Approved unanimously.**
- 5. Civility Reminder.** Duggan noted the City’s commitment to conducting meetings with civility.
- 6. Citizen appearances other than agenda items listed.**
  - Rustie Winger Krieg (71 Cortland Drive)  
Spranger shared that she received an inquiry from a resident who wanted to know why sidewalks cut in and out within her neighborhood. Sergeant replied that residents can opt to complete sidewalks in front of their property and share 50% of the costs with the City. Sidewalks are repaired or constructed when roadwork is scheduled. Sidewalk gaps are prioritized by how busy the street is.
  - Stephanie Beske (38 N Windmill Ridge)  
A public hearing was originally scheduled for this evening for a subdivision plat. Ms. Beske had several concerns, including how drainage would be handled on the plat and what type of housing was going in. She also shared concerns regarding the lack of traffic signs at the end of both Wyler Drive and Windmill Ridge Road.
  - James Crowe (31 N Windmill Ridge)  
Mr. Crowe was concerned that his neighbor received notice for the public hearing but he did not. Spranger explained that notices are generated for properties within 250’ of the property in

question for any given public hearing.

## **7. Action Items.**

### **A. Public Hearing, Review, and Action for Conditional Use Application 2024-01 for Indoor Commercial Entertainment on parcel 6-27-90 (33 W Main St)**

- i. **Review Staff Report and Applicant Comments.** Spranger summarized the report. A children's play area and party event space is requesting to open in the downtown. There are no concerns regarding conflicting uses with existing businesses in the downtown.

- ii. **Public Hearing**

Opened at 6:18pm, no comments received, public hearing closed at 6:19pm

- iii. **Plan Commissioner Questions and Comments.**

None made.

- iv. **Motion with Conditions**

*Motion to approve a conditional use permit for indoor commercial entertainment per section 130-408 on parcel 6-27-90 located at 33 W Main Street, finding that the benefits of the use outweigh any potential adverse impacts, and that the proposed use is consistent with the required standards and criteria for issuance of a CUP set forth in section 130-104(3)(a) through (e) of the zoning ordinance, subject to the following conditions:*

*1. Hours of operation shall be no earlier than 6am and no later than 10pm.*

*2. The business operator shall obtain and maintain all City, State, and County permits and licenses as may be required.*

*3. Any substantial changes to the business model shall require a review of the existing conditional use permit.*

*4. Any changes to signage, outdoor lighting, and/or building façade are subject to approval from the Historic Preservation Commission.*

*5. Use cannot create a public nuisance as defined by local and state law.*

*6. The Conditional Use Permit is recorded with the Rock County Register of Deeds.*

*Motion by Klar, seconded by Barnes. Motion carried unanimously.*

### **B. Review and Amendment on Conditional Use Application 2022-0239 for Indoor Commercial Entertainment on parcel 6-27-108 (1 E Main St)**

Spranger explained that Slice Golf's existing conditional use permit was only made for 1 E Main Street. Slice is expanding into the vacant commercial space addressed at 3 E Main Street, which is on the same tax and legal property parcel. Plan Commission is requested to amend the conditional use permit so it can be demonstrated that approval also extends to 3 E Main Street.

*Motion to approve a Conditional Use Permit for indoor commercial entertainment (golf simulator) per section 130-408 on parcel 6-27-108, located at 1 and 3 E. Main Street, finding that the benefits of the use outweigh any potential adverse impacts, and that the proposed use is consistent with the required standards and criteria for issuance of a CUP set forth in Section 130-104(3)(a) through (e) of the Zoning Ordinance, subject to the following conditions:*

*1) The business operator, now and in the future, shall comply with all provisions of Section 130-408 in the City's Zoning Code, as may be amended, related to indoor commercial*

entertainment uses.

2) The parking requirements for this use in this location shall be waived.

3) The business operator, now and in the future, shall comply with all provisions in Section 130-568 of the City's Zoning Code, as may be amended, related to sidewalk cafes.

a. Tables, chairs, and barriers are not to be left outside when the business is not open.

b. Applicant to provide City staff with details showing exact placement of items associated with outdoor seating area.

4) Hours of operation shall be no earlier than 8am and no later than 10pm.

5) The business operator shall obtain and maintain all City, state, and county permits and licenses as may be required.

6) Any substantial changes to the business model, such as significant differences in hours of operation or type of business, shall require a review of the existing conditional use permit and the issuance of a new conditional use permit.

7) A sign application and Certificate of Appropriateness approval, issued by the Historic Preservation Commission, is required for any planned signage related to the business.

8) Use cannot create a public nuisance as defined by local and state law.

9) The Conditional Use Permit is recorded with the Rock County Register of Deeds.

*Motion by Klar, seconded by Barnes. Motion carried unanimously.*

**C. Public Hearing, Review, and Recommended Action for Land Division Application 2024-05 to create a zero lot line CSM on parcel 6-27-553.520 (649/651 Locust Ln)**

**i. Review Staff Report and Applicant Comments.**

This is an existing duplex that is requesting to be split into separate legal parcels. This will allow each unit to be sold and occupied by separate owners.

**ii. Public Hearing**

Opened at 6:24pm, no comments received, closed at 6:26pm.

**iii. Plan Commissioner Questions and Comments.**

None.

**iv. Motion with Conditions**

*Motion to approve a certified survey map to divide parcel 6-27-533.520 into two lots for a two-family twin residence addressed at 649 and 651 Locust Lane, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the following conditions:*

*1. The final CSM is recorded with Rock County Register of Deeds.*

*2. The applicant records a joint cross access and maintenance agreement for each of the new lots made by CSM.*

*Motion by Klar, seconded by Barnes. Motion carried unanimously.*

**D. Conceptual Site Plan for Culver's Restaurant at 60 N Union St**

**i. Review Staff Memo**

Spranger summarized the memo, mentioning that a prospective franchise owner had been working with the City for months on a possible location for a Culver's restaurant. Site layout and design is at a point where Plan Commission's feedback is requested. Ron Mallon spoke on behalf of his son, Scott, who is considering the property but could not be present at that night's meeting. The Mallons have 30 years experience in managing

Culver's restaurants. He is requesting that Plan Commission consider allowing more parking than what is permitted at that site, citing preferences made by the corporation. There is a possibility that delivery will be offered at this site, similar to what is being done in Janesville. There is a wetland delineation for the site that has been submitted to the Army Corps of Engineers for review. Ryan Combs spoke in favor of the site. Roger Berg stated that Culver's came to town because of the CHS oilseed processing plant. They wish to be close to the downtown and schools. Similar operations in Milton and Janesville employ 91 and 72 employees, respectively.

**ii. Plan Commissioner Questions and Comments**

No comments made.

**E. Conceptual Site Plan for Lot 7, Historic Standpipe Point**

**i. Review Staff Memo**

Spranger discussed future land use plans for this undeveloped section of the new Historic Standpipe Point subdivision. Per future land use plans, this area should include some mixed commercial/residential uses. Spranger also stated that this location is key for expanding commercial potential further west in the City. The developer favors a proposal for two duplex units and a single family home, which does not quite meet the intention of the mixed use district. City staff requested plans for a townhouse type unit. She shared two concept plans and requested feedback from Plan Commission for the developer, who was present. Per development agreement, the sites must be zoned B-1 Local Business District. This use allows business and residential uses.

**ii. Plan Commissioner Questions and Comments**

Mayor Duggan noted the lack of small business spaces in the downtown area. Alderperson Lewis preferred the first concept and thinks the area works better as a residential district. Ryan Combs, the surveyor, stated that grading and street elevations would make it difficult to accomplish a townhouse in this location, and that duplex units with rear parking would mean the garage would be on a lower level than the first floor. When asked why this was an issue, Berg stated that floor plans with stairs between the garage and first floor don't sell. Berg also stated he did not want business uses in this area.

**8. Discussion Items.**

**A. Housing Issues**

Plan Commission reviewed the housing chapter of the comprehensive plan and discussed different ways to increase housing density and encourage a variety of housing choices in the City. Gishnock suggested re-evaluating the zoning code, performing an analysis of infrastructure and financing mechanisms for known utility gaps as well as marketing interest to other developers for opportunities in Evansville. Accessory dwelling units were also discussed.

**9. Community Development Report**

**10. Next Meeting Date:**

**A.** Tuesday, June 4, 2024 at 6:00 p.m.

**11. Adjourn. 6:51 PM.**



## APPLICATION FOR PRELIMINARY AND FINAL LAND DIVISION – STAFF REPORT

Application No.: LD-2024-04 Applicant: Grove Partners LLC

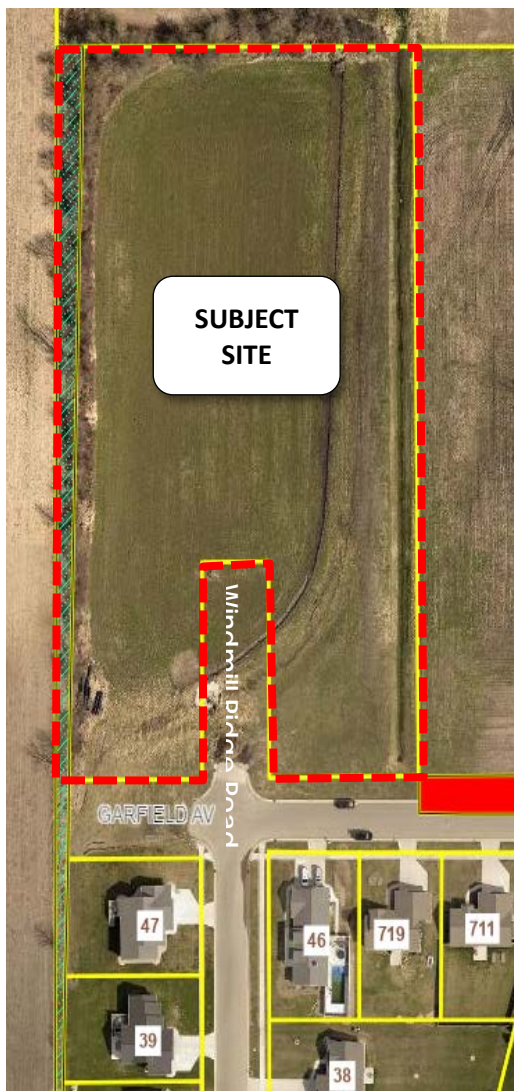
Parcel: 6-27-559.5403

Location: Outlot 3, Windmill Ridge

June 4, 2024

Prepared by: Colette Spranger Community Development Director  
Direct questions and comments to: [c.spranger@evansvillewi.gov](mailto:c.spranger@evansvillewi.gov) or 608-882-2263

A special meeting of Plan Commission was held on Tuesday, May 28<sup>th</sup>, 2024. It was not properly noticed per Wis. Stats. § 19.84(1)(b). Therefore, motions made by both Plan Commission and Common Council made that evening will need to be re-made.



**Description of request:** An application for a preliminary and final land division to create a subdivision on parcel 6-27-559.5403, totalling 5.047 acres, has been submitted for consideration by Plan Commission. This subdivision would be named **Windmill Ridge First Addition**. A public hearing was held on May 28, 2024. The applicant has met with City staff to discuss expectations for development in this area. A copy of the Preliminary and Final Plat plus development agreement follows this staff report.

**Existing and Proposed Uses:** Existing land is vacant. Proposed land use is residential.

The proposed plat shows six lots and three outlots. Three lots would be on either side of Windmill Ridge Road located in the southern half of Outlot 3. The entirety of Outlot 3 is currently zoned R-1 and the intention is for these six lots to remain in the R-1 Residential District One zoning district. All the lots as presented comply with the bulk requirements of the R-1 zoning district. The remaining land on the northern half of the plat is reserved for future development. Outlot 5 is reserved for a future extension of Windmill Ridge Road. Outlots 4 and 6 will be further subdivided at a later date.

City staff advised the applicant to provide a plat that subdivided the entirety of the developable land of

Outlot 3, Windmill Ridge. Based on the pace of building permits issued within the City and a low supply of available buildable lots, Staff believe that dividing the developable land now would save time down the road as well as saving the developer application fees for preliminary and final plats. Further division of Outlots 4 and 6 of the Windmill Ridge First Additional plat will require another land division application and likely another land divider's agreement. The applicant declined to make this change.

General Comments:

1. **Park land dedication.** Park land dedication has been satisfied by the original Windmill Ridge development agreement.
2. **Sidewalks.** Sidewalks will be required on each buildable lot.
3. **Multiuse/Recreational Trail.** The developer is providing a 15' easement for a future northern extension of the multiuse trail that currently ends at Porter Road. The developer has also worked with an adjacent landowner regarding a disputed area on the western edge of the plat. When added to the plat, this may be enough area to shift the location of the recreational trail easement. City staff will explore with the developer making this a dedicated outlot for recreation purposes.
4. **Stormwater management.** Stormwater needs for this land were factored into the original Windmill Ridge construction plans. Stormwater will be conveyed to the pond north of Porter Road by means of the City's storm sewer network. A stormwater and drainage easement has already been recorded along the eastern edge of Outlot 3.
5. **Developer obligations:** City approval of the land divider's agreement for Windmill Ridge First Addition will supersede and replace any remaining obligations of the original Windmill Ridge land divider's agreement, of which some of the developer partners are involved. As part of the approval for this plat, a letter of credit to cover the improvements outlined in the land divider's agreement will be required at the time of signing.
6. **Environmental checklist.** The applicant has submitted an environmental assessment checklist as required. Prior review of conditions on Outlot 3 indicated delineated wetlands. Further examination of this area suggests this is no longer the case, but the Surface Water Data Viewer from the DNR suggested there may be hydric soils on certain parts of Outlot 3. It should be noted that the same soil indicators are present on already developed portions of Windmill Ridge with little issue. There is nothing to indicate that additional information is required or that a more in-depth review is warranted. DNR approval will still be needed for erosion control and stormwater plans needed for construction.
7. **Traffic Circulation.** Access for the six buildable lots will be on an extension of Windmill Ridge Road.
8. **Future Housing Density on Outlots 4 and 6.** The City has a housing objective that new residential development shall exceed the City's overall average of 3.66 units per acre. The density of lots 34-39 does not meet this requirement. Therefore,



future development on Outlots 4 and 6 must yield at least 10 dwelling units to reach this goal.

1. R-1 zoning standards require 70 feet of lot width at the front yard setback line and at least 8,000 square feet for a lot containing a single family home. Both Outlots 4 and 6 can be further subdivided to yield 5 single family lots each. Parking could be achieved by placing side loading garages on the rear of the building or building detached garages.
2. Alternatively, future lots could be rezoned to the R-2 zoning district and developed into duplexes. Duplexes are also possible in the R-1 zoning district by conditional use permit.
9. **Obligations and Timing of Windmill Ridge Road extension on Outlot 5.** City and developers agree that Outlot 5 will eventually become dedicated to the public as right-of-way for a northerly extension of Windmill Ridge Road. Infrastructure and improvements to extend the road to the edge of the plat are expected to occur along with further subdivision of Outlots 4 and 6. Per the Transportation Map of the Comprehensive Plan, Windmill Ridge Road is planned to be extended up to County Highway C.
10. **Public Comments at May 7, 2024 Plan Commission Meeting.** A handful of residents spoke regarding traffic issues and concerns along Windmill Ridge Road and Wyler Drive, particularly with the opening of the Aquatic Center at Larson Acres Park, which has entrances at the end of both Wyler. Staff has included language regarding traffic control sign placement in the land divider's agreement.

**Consistency with the City of Evansville Comprehensive Plan and Municipal Code:**

- In order to meet the City's goals that aim to expand the City's stock of housing types, densities, designs, and price ranges, the parameters regarding future development on Outlots 4 and 6 must be upheld.
- The proposed land division is consistent with the Future Land Use Map and Transportation Map of the Comprehensive Plan.
- The proposal also complies substantially with the design standards and environmental considerations as set forth in the Land Division Ordinance.

**Staff Recommended Motion for Plan Commission:** *Motion to recommend Common Council approve the Preliminary and Final Plat Application for the Windmill Ridge First Addition subdivision, finding that is in the public interests and substantially complies with Chapter 110 of the Municipal Code, subject to the following conditions.*

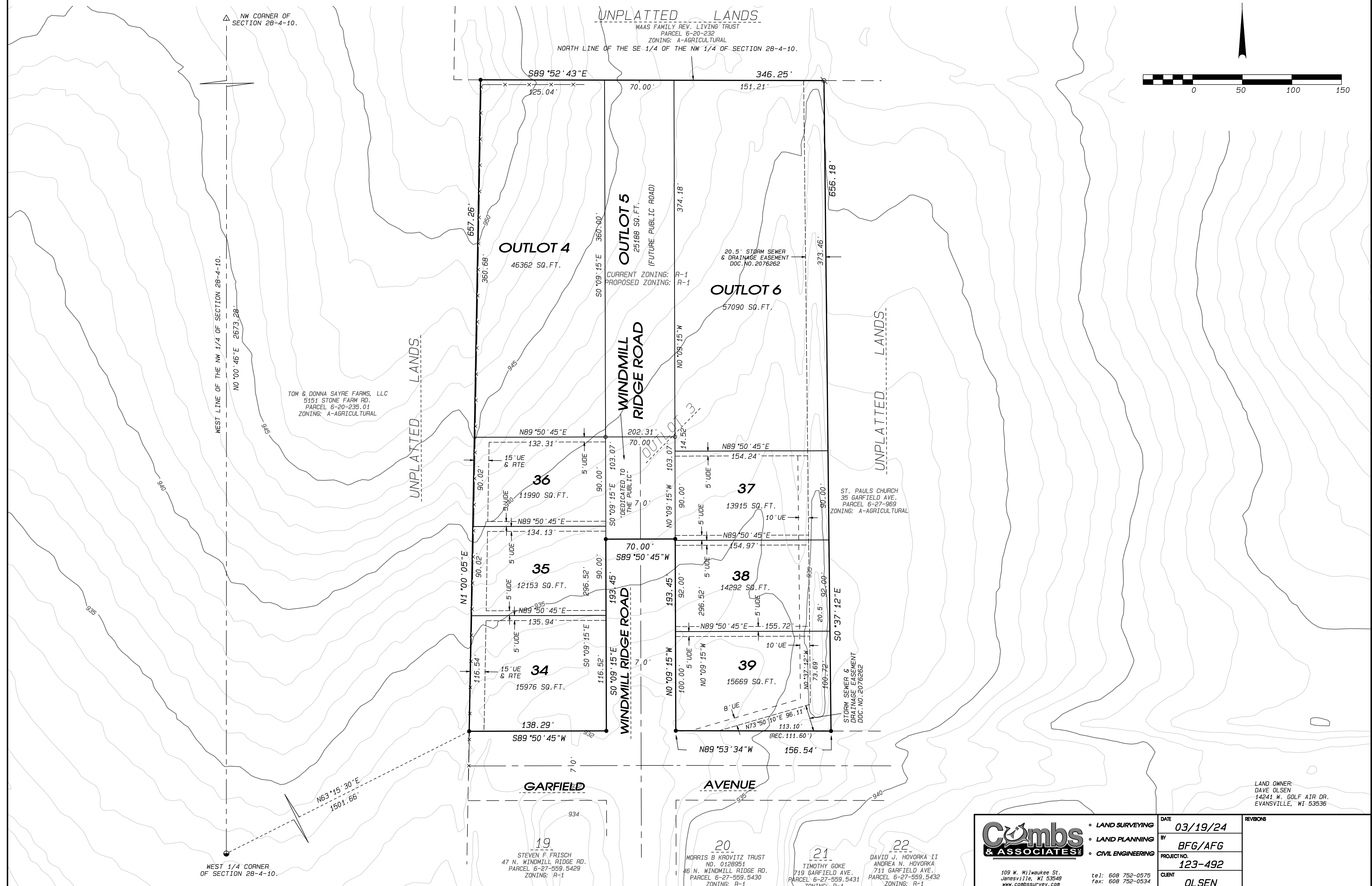
1. *Land Divider's Agreement completed and executed by both City and Developer.*
2. *Applicant submits Irrevocable Letter of Credit for City Engineer approval.*
3. *Applicant submits to City amended preliminary and final plats showing additional area acquired for recreational trail easement along west edge of plat prior to recording. Such an area may be made into a fourth outlot dedicated to the public for recreational purposes, pending agreement between the Developer and City.*

**Staff Recommended Motion for Common Council:** *Motion to approve the Preliminary and Final Plat Application for the Windmill Ridge First Addition subdivision, finding that is in the public interests and substantially complies with Chapter 110 of the Municipal Code, subject to the following conditions.*

- 1. Land Divider's Agreement completed and executed by both City and Developer.*
- 2. Applicant submits Irrevocable Letter of Credit for City Engineer approval.*
- 3. Applicant submits to City amended preliminary and final plats showing additional area acquired for recreational trail easement along west edge of plat prior to recording. Such an area may be made into a fourth outlot dedicated to the public for recreational purposes, pending agreement between the Developer and City.*

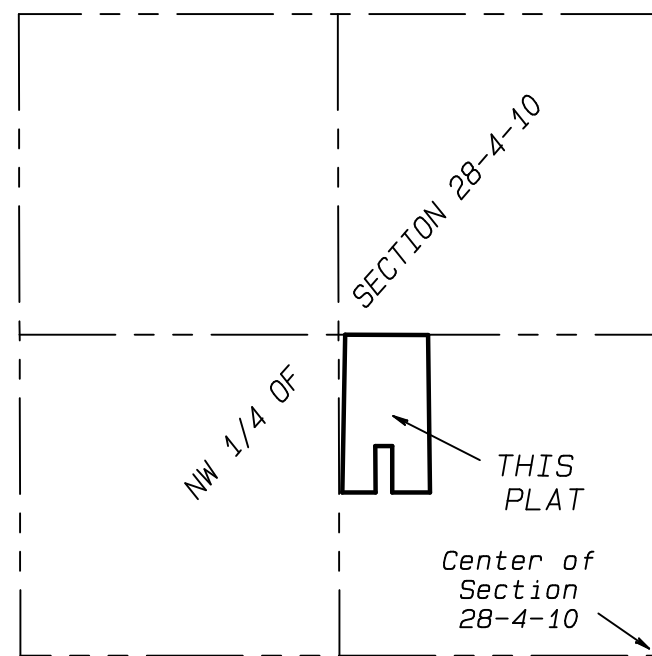
FOR  
WINDMILL RIDGE FIRST ADDITION

OUTLOT 3, WINDMILL RIDGE AND BEING LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 28, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



# WINDMILL RIDGE FIRST ADDITION

OUTLOT 3, WINDMILL RIDGE AND BEING LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 28, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



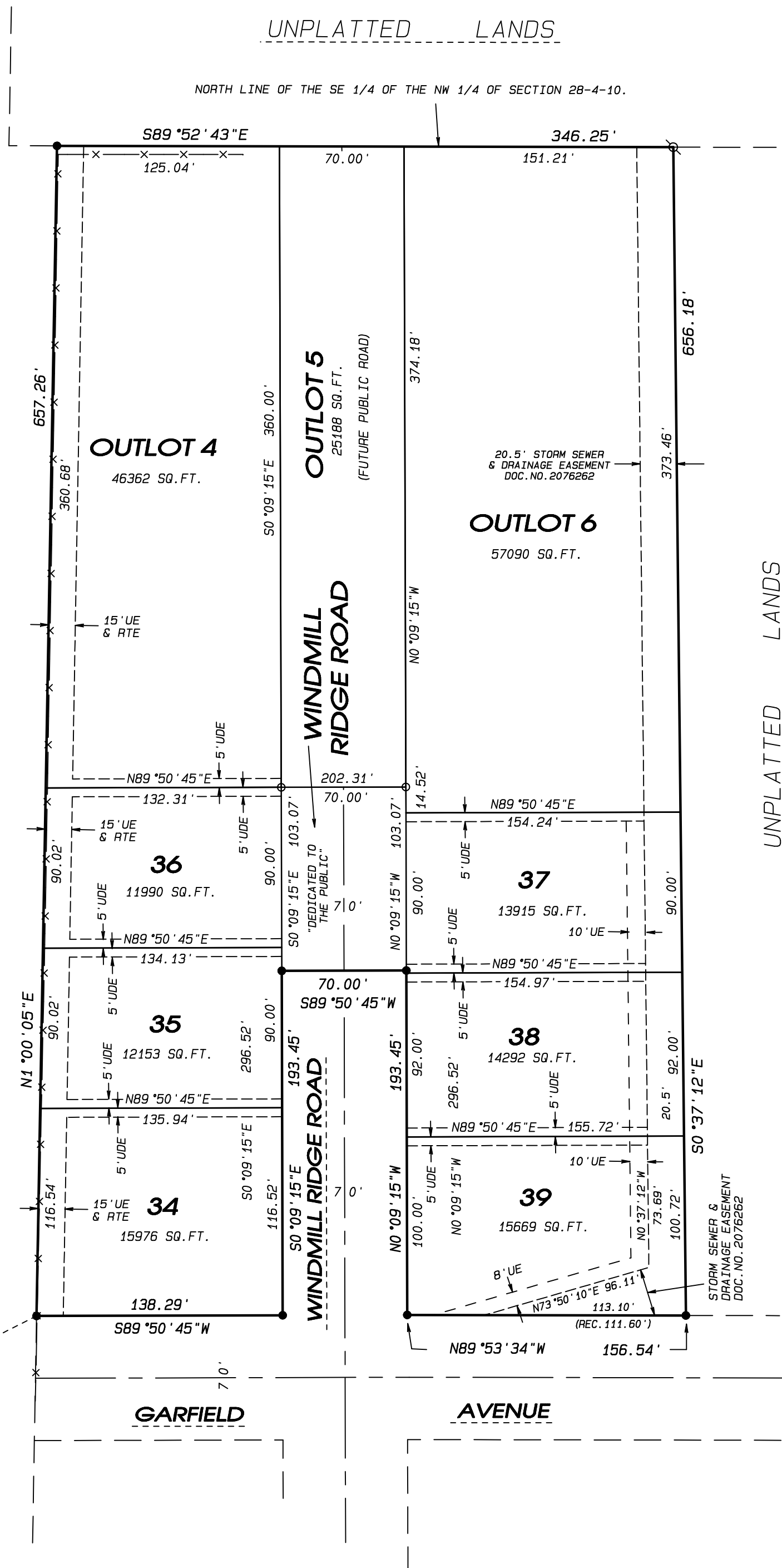
SCALE: 1"=800'



NW CORNER OF SECTION 28-4-10.

WEST LINE OF THE NW 1/4 OF SECTION 28-4-10.  
N0°00'46"E 2673.28'

UNPLATTED LANDS



UNPLATTED LANDS

NOTE: ASSUMED N0°00'46"E ALONG THE WEST LINE OF THE NW 1/4 OF SECTION 28-4-10.



## LEGEND:

- SET ROUND IRON ROD, 1-1/4" x 18", WEIGHING 4.17 LBS./LIN.FT.
  - FOUND 1-1/4" ROUND IRON ROD
  - ⊗ FOUND 3/4" ROUND IRON REBAR
  - △ FOUND RAILROAD SPIKE
  - FOUND 3" ROUND CAST IRON MONUMENT
- ALL OTHER LOT AND OUTLOT CORNERS ARE STAKED WITH 3/4" x 24" ROUND IRON REBAR WEIGHING 1.5 LBS./LIN.FT.
- x—x— FENCE
  - UDE UTILITY AND DRAINAGE EASEMENT
  - UE UTILITY EASEMENT
  - RTE RECREATIONAL TRAIL EASEMENT

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

NOTE: NO ALTERATIONS OF THE FINISHED GRADES BY MORE THAN 6 INCHES ON THE UTILITY AND DRAINAGE EASEMENTS ARE ALLOWED WITHOUT THE CONSENT OF THE CITY ENGINEER.

NOTE: UTILITY EASEMENTS AS SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE UTILITIES HAVING RIGHTS TO SERVE THE PLATTED AREA. THIS INCLUDES, BUT IS NOT LIMITED TO, THE INSTALLATION OF WATER MAINS, STORM SEWER AND SANITARY SEWER IN THE EASEMENT AREAS.

NOTE: WHERE ELECTRIC, GAS AND COMMUNICATIONS FACILITIES ARE LOCATED UNDERGROUND, THE FINAL GRADE AS ESTABLISHED BY THE SUBDIVIDER ON THE UTILITY EASEMENT, SHALL NOT BE ALTERED BY MORE THAN SIX INCHES BY THE SUBDIVIDER, HIS AGENT OR SUBSEQUENT OWNERS OF THE LOTS, EXCEPT WITH THE WRITTEN CONSENT OF THE UTILITIES INVOLVED.

NOTE: ALL RESIDENTIAL LOTS IN THIS DEVELOPMENT ARE SUBJECT TO A 5 FOOT STORM WATER DRAINAGE EASEMENT ON EACH SIDE OF ALL JOINT LOT LINES AND A 10 FOOT WIDE STORM WATER DRAINAGE EASEMENT ALONG ALL OTHER LOT LINES, UNLESS OTHERWISE SHOWN. (EXCEPT LOT LINES ABUTTING STREETS).

NOTE: WINDMILL RIDGE FIRST ADDITION CREATES 6 LOTS AND 3 OUTLOT FROM 5.05 ACRES.

SHEET ONE OF TWO SHEETS

<b>Combs &amp; Associates</b> 109 W. Milwaukee St. Janesville, WI 53548 www.combsurvey.com	• LAND SURVEYING	DATE	02/02/2024	REVISIONS
	• LAND PLANNING	BY	S11	
	• CIVIL ENGINEERING	PROJECT NO.	123-492	
		CLIENT	OLSEN	



FINAL LAND DIVIDER'S AGREEMENT- Windmill Ridge, First Addition

This Agreement made this \_\_\_\_ day of \_\_\_\_, 2024, 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 5.04 acres of land in the City of Evansville that is legally described in Appendix A;

WHEREAS, the above-described land is presently zoned R-1 Residential District One;

WHEREAS, Developer desires to subdivide and develop the above-described land for residential purposes to be known as Windmill Ridge Subdivision, hereinafter called the "Subdivision"

WHEREAS, on the 28<sup>th</sup> of May, 2024, the City's Plan Commission recommended to the City's Common Council approval of a preliminary and final plat for the Subdivision subject to certain conditions, and on the Common Council approved a preliminary and final plat for the Subdivision subject to certain conditions;

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

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

WHEREAS, all elements of the "Windmill Ridge Land Dividers Agreement" and any amendments are incorporated into this agreement. If any term of the Agreement shall conflict with terms in the "Windmill Ridge Land Dividers Agreement" for any reason, terms in this agreement shall govern;

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

ARTICLE I. Land; General Conditions

- A. Easements. Developer hereby grants a temporary easement over all areas not platted as public to the City for access and inspection during construction of the Public Improvements described in Article III.
- B. Fee-in-lieu of Parkland. The Developer's obligations for the dedication of parkland and/or fees in lieu of Parkland have been satisfied by the Final Land Divider's Agreement and any addendums for Windmill Ridge, signed January 9<sup>th</sup>, 2015 and incorporated by a reference in its entirety herein. If any term of this Agreement shall conflict with terms in the "Final Land Dividers Agreement – Windmill Ridge" for any reason, terms in this agreement shall govern.
- 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 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 within the Subdivision unless in accordance with municipal subdivision and zoning ordinances;; that there shall be no residential development on Outlots 4 and 6 without the consent of the City; that Outlot 5 shall be dedicated to the public for road right-of-way at a future date; that easements for utilities and recreational trail within the subdivision are permanent; 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. This final land divider's Agreement shall be recorded by the Developer with the Rock County Register of Deeds.
- E. Housing Type and Density.
1. It is the intent of all parties that Lots 34 through 39 be single family residences and not duplexes. Net housing unit density of Lots 34 through 39 is 3.11 dwelling units per acre.
  2. Developer acknowledges that in order to meet the minimum standard for housing density in new development as prescribed in the Housing Element of the City's Smart Growth Comprehensive Plan (adopted September 2022), Outlots 4 and 6 must yield at least 10 dwelling units at build out or be rezoned to the R-2 Residential District Two zoning district prior to issuance of any building permits.
- F. Advertising Signs. Developer agrees that any temporary signs placed anywhere in the Subdivision to advertise the Subdivision shall comply with Article X of Chapter 130 of the Evansville Municipal Code.
- G. Construction Trailers. Small construction trailers may be located at the Subdivision on a temporary basis during the construction of the improvements described in Article III of this Agreement.
- H. Grading, Erosion and Silt Control.
1. Developer agrees to submit a plan for the maintenance and disposition of on-site topsoil.
  2. Prior to commencing site grading, Developer shall submit for approval by the City Engineer a grading plan. The plan shall provide sufficient control of the site to prevent siltation downstream from the site. Developer shall provide to the City written certification from the Developer's engineer that the plan, in its execution, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including provision for notification of land disturbance to the State of Wisconsin Department of Natural Resources.
  3. Developer shall cause all grading, excavation, open cuts, and site slopes and other land surface disturbances to be mulched, seeded, sodded or otherwise protected so that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications on file with the City Clerk's office.
  4. Developer shall immediately place effective erosion control procedures along downslope areas and along sideslope areas as required to prevent or reduce erosion where erosion during construction will result in a loss of soil to waters of the state, public sewer inlets or off-site. During the period of construction at a site, all erosion control procedures necessary to meet the performance standards of Wisconsin Statutes Chapter 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.
- I. Applicability. The requirements of this Article I apply to the construction and installation of sanitary sewers, water mains, public streets (including signage), private streets, electrical systems, landscaping and storm water management facilities and shall remain in effect until the acceptance, by resolution adopted by the Common Council, of all Public Improvements required by this Agreement.
- J. Should someone other than the developer referenced in this agreement complete any of the public improvements contemplated herein, the existence of this agreement is not intended to bind the named developer to be financially responsible to any other developer doing such work.

**ARTICLE II. Phases and Development.**

- A. Construction of Public Improvements. Developer shall complete installation of the Public Improvements described in Article III as part of Phase I if the Developer notifies the city at least 30 days in advance and obtains approval of the same. Developer shall install as part of a phase or sub-phase any Public Improvements which are not physically located within said phase or sub-phase but are necessary to serve the lots within it.
- B. Phases Identified. Phasing for the Subdivision shall be as follows:
  1. Phase I shall be comprised of Lots 1-6.
  2. Phase II shall be comprised of development on Outlots 4 and 6, which will be submitted as a plat for future City approval.
- C. Timing of Phases. Developer shall begin installation of the Public Improvements described in Article III for each phase of the Subdivision as follows:
  1. For Phase I, as soon a Developer has obtained all necessary approvals of the Plans and Specifications described in Article III and has filed with the City Clerk all required documents, including but not limited to the irrevocable letter of credit referenced in Article IV, Section C.

**ARTICLE III. Public Improvements.**

- A. Public Improvements. As used in this Agreement, the term "Public Improvements" shall mean the water distribution system, sanitary sewers and lift station, public street; sidewalks, surface water drainage system and retention pond, electrical system. and street lights, landscaping, street signs and traffic control signs described in this Article III to be dedicated to the City under Article V.
- B. Plans and Specifications. Developer shall file with the City Clerk's office, a complete set of the plans and specifications for the Public Improvements for the entire Subdivision, as approved by the City Engineer, hereinafter called "Plans and Specification." Said Plans and Specifications are hereby made a part of this Agreement by reference and including those standard specifications as the City may have adopted at the time of construction.
- C. Method of Improvement. Developer agrees to engage contractors for all Public Improvements included in this Agreement who are qualified to perform the work and who shall be approved as qualified for such work by the City Engineer. The Developer shall have all such contractors execute an agreement as to liability/indemnity and insurance pursuant to the format set forth in

Appendix B to this Agreement and file executed document with the city. Developer further agrees to use materials and make the various installations in accordance with the approved Plans and Specifications. Developer further agrees to require all such contractors to pay wages as required by the Wisconsin Department of Workforce Development.:

**D. Water Distribution System.**

1. Developer shall construct, install, furnish, and provide a complete system of water distribution including, but not limited to, piping, valves, fittings, fire hydrants, throughout the entire Subdivision all in accordance with the Plans and Specifications and all applicable federal, state and local ordinances, specifications, regulations and guidelines for the construction of water systems in the City of Evansville and as approved by the City Engineer.
2. Upon completion of each phase or sub-phase, Developer shall pressure test, leakage test, and bacteria test according to City and State requirements the entire water distribution system, and repair any defects as determined by the City Engineer, prior to acceptance by the City.
3. City shall issue no building permit for any lot until the portion of the water distribution system serving such lot has been accepted by the City.

**E. Sanitary Sewers.**

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 including, but not limited to: piping, inlets, junction structures, and storm water appurtenances, throughout the entire Subdivision and to perform the grading plan all in accordance with the approved Plans and Specifications and all applicable federal, state and local ordinances, specifications, regulations and guidelines for the construction of storm and surface water drainage systems in the City of Evansville and approved by the City Engineer.
2. Developer shall maintain roads free from mud and dirt from construction of the Subdivision.



3. 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.
4. 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.
5. 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.
6. Developer shall re-grade areas as directed by the City if contractors who grade individual lots do so in a way that interferes with the flow of surface water as specified in the grading plan.
7. Developer shall guarantee the 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.
8. Developer agrees that the top of foundation and the minimum elevation in the lowest opening in the foundation for any future structure built on any Lot in the subdivision should be listed on the final recorded plat, attached to this agreement as Appendix C. After building permits are issued and at foundation and footing inspections, the City Engineer shall be provided verification of the top of foundation and the minimum elevation in the lowest opening in the foundation by a registered surveyor.

**G. Public Streets.**

1. Developer shall grade and surface all streets in the Subdivision in accordance with the plat of said subdivision and the Plans and Specifications and all applicable local ordinances, specifications, regulations and guidelines for the construction of roads in the City of Evansville and as approved by the City Engineer.
2. Developer agrees to furnish to the City a copy of the plan showing the street grades in front of each lot and finished yard grade. This information shall be provided prior to the issuance of building permits.
3. Developer shall complete the streets by phase or sub-phase through installation of road base, curbs and gutters and shall present them for preliminary acceptance by the City.
4. City shall issue no building permits for lots on a street until the street has been preliminarily accepted by the City.
5. Developer shall clearly identify streets, lots and addresses within the subdivision with temporary signage before building permits for lots in the subdivision are issued by the City.
6. Developer shall complete the first lift of asphalt on all the streets in a phase or sub-phase no later than one (1) year after the initial commencement of construction of Public Improvements for the phase or sub-phase, unless extended by the Common Council.
7. Developer shall complete the final lift of asphalt after at lease one (1) winter

season, but no later than two (2) years after the initial commencement of construction of Public Improvements for the phase or sub-phase, unless extended by the Common Council.

8. Developer shall maintain the streets in the Subdivision until accepted by the City.

**H. Sidewalks/Pathways.**

1. Developer shall construct, furnish, install and provide five-feet wide concrete sidewalks within the public rights-of-way on both sides of all public streets.
2. Sidewalks may be installed on a lot-by-lot basis as houses are constructed; however, Developer shall install all sidewalk on a block face where sidewalk is specified within one (1) year of when 80% of the lots on the block face are occupied by completed houses
3. Developer shall remain obligated to construct, furnish, install, and provide sidewalks as specified in this Agreement even if Developer enters into agreements with lot purchasers obligating lot purchasers to install the sidewalks.
4. Should Developer acquire additional land west of the area as depicted on the final plat, City will vacate and adjust its recreational trail easement to reflect the addition. If said area is acquired prior to recording the plat, Developer and City may choose to depict this area as an outlot dedicated to the public for recreation purposes.

**I. Electrical System.**

1. Developer shall pay, in advance, 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 transformer s 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.
2. In the event the utility's actual cost to install electrical system is less than the estimate, the utility shall refund the difference to the Developer.
3. 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.
4. 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, and the cost of materials, 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 at least one street tree in the terrace of each lot of a variety and caliper size approved by the City's Municipal Services Director in the fall or spring immediately following completion of the house on each lot and to plant any and all street trees required by this paragraph if any purchasers of lots fail to do so in a timely fashion. The location of said planting shall be approved by the Municipal Services Director to assure that the plantings will not impact underground utilities.
- K. Street Signs. City shall purchase and install all street signs in the subdivision. The Developer shall pay the city's cost thereof including, but not limited to, the cost of labor provided by city employees to install street signs, and cost of materials, within thirty (30) days of billing.
- L. Traffic Control Sign
1. City shall provide and apply pavement striping at each crosswalk within the Subdivision and at intersections and approaches outside but near the Subdivision.
  2. Developer shall pay the City the cost of purchasing and installing all traffic control signs including, but not limited to, the cost of labor provided by City employees to install such signs, and cost of materials, within thirty (30) days of billing.
  3. Traffic control sign locations to be indicated on construction plans submitted to the City Engineer.
- 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 acceptance of the Public Improvements for each phase or sub-phase of development is released, and shall pay for any damages resulting therefrom to City property. The City may refuse to accept the Public Improvements unless and until they conform to generally accepted industry standards. This correction period does not affect or bar claims for negligence discovered at a later date. Wisconsin law on negligence shall govern negligent workmanship.
- N. Additional Improvements. 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 one (1) year after the City's acceptance of the Public Improvements installed by Developer in the final phase of the Subdivision. Such modifications or additional improvement shall be deemed necessary to the extent they meet or conform to generally accepted engineering standards or change in any regulation, law, or code.

ARTICLE IV. Obligation to Pay Costs.

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

- 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, determined by the City Engineer, to pay the costs the City would incur to complete all Public Improvements for the phase or sub-phase.
  2. No construction of Public Improvements for a phase or sub-phase shall begin until Developer has filed with the City Clerk an irrevocable letter of credit that meets the requirements of the preceding paragraph.
  3. The City Engineer shall determine the amount of each irrevocable letter of credit based on the scope of the Public Improvements for the phase or sub- phase.
  4. The irrevocable letter of credit for each phase or sub-phase shall not expire until 18 months from the date on which Public Improvements as described in Article III are accepted by the City.
  5. Developer shall provide an extension of the duration of such irrevocable letter of credit, upon demand by the City, if not all of the Public Improvements for the phase or sub-phase have been completed and accepted prior to its expiration.
  6. Such irrevocable letter of credit shall stand as security for the reimbursement of costs the city expends under this agreement and for the completion of Public Improvements for the phase or sub-phase until the City accepts the Public Improvements for the phase or sub-phase pursuant to Article V.
  7. The lending institution providing the letter of credit shall pay to the City any draw upon demand, and upon its failure to do so, in whole or in part, the City shall be empowered in addition to its other remedies, without notice or hearing, to impose special assessments in the amount of said demand, or satisfaction cost, upon each and every lot in the subdivision payable in the next succeeding tax year.
  8. The City, in its sole discretion, shall permit the amount of each letter of credit to be reduced by an amount reasonably proportionate to the cost of the Public Improvements that are paid for by Developer and accepted by the City, provided that the remaining letter of credit is sufficient to secure payment for any remaining Public Improvements required. through the issuance of a letter from the City Administrator to the lending institution that issued such letter of credit agreeing to such reduction.
- D. City Costs. The City will be responsible for any development fees and costs applicable to City-owned land.

ARTICLE V. Dedication and Acceptance.

- A. Digital File of Final Plat. Developer shall furnish the City with a copy of the digital file of the drawing of the final plat, and the City may make any use it believes is appropriate of this file including, but not limited to, furnishing this file to the City Engineer and to Rock County to update digital parcel maps of the City.
- B. "As Built" Plans. Developer agrees to furnish the City with "as built" plans of the entire system of Public Improvements in each phase or sub-phase upon completion and acceptance thereof. All "as built" plans shall be submitted by Developer to the City in both paper and digital forms. All "as built" plans shall include, but not be limited to, the horizontal and vertical locations of curb stops, water valves, water bends, water fittings, hydrants, sewer wyes, sewer laterals, sewer manholes, storm sewer inlets, storm sewer pipe ends, and storm sewer manholes. Locations shall be given in the Rock County coordinates system and dimensioned from permanent structures.
- C. Statement of Costs. Developer shall furnish, within 30 days of City's request, the City with a statement of the total costs of Public Improvements in the Subdivision in each of the following categories: (1) streets (including signage) and sidewalks, (2) sanitary sewers and lift station, (3) water distribution system, (4) surface water drainage system, (5) electrical system, (6) landscaping, and, if requested to do so by the City, to furnish a statement of such information for each phase or sub-phase. This information is required for the City's accounting records and reports to state agencies such as the Public Service Commission.
- D. City Responsibility. The City shall perform no repairs or maintenance on the Public Improvements until accepted by the City. Trash and garbage removal service and snow removal will be provided by the City for each phase or sub-phase upon the issuance of the first occupancy permit in each such phase or sub-phase.
- E. Dedication. Developer shall, without charge to the City, upon completion by phases or sub-phases of all Public Improvements, unconditionally give, grant, convey and fully dedicate the same to the City, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, all structures, mains, conduits, pipes, lines, equipment and appurtenances which may in any way be part of or pertain to such Public Improvements and together with any and all necessary easements for access thereto. After such dedication, the City shall have the right to connect or integrate other sewer or water facilities with those facilities provided hereunder as the City decides, with no payment or award to, or consent required of, Developer. Dedication by Developer shall not constitute acceptance of any improvements by the City; Developer shall be responsible for all maintenance of Public Improvements serving the phase or sub-phase until accepted by the City.
- F. Acceptance. The City or its representatives shall provide the Developer with a letter of acceptance of all Public Improvements required to be constructed in this Agreement upon acceptable completion thereof in each phase or sub-phase subject to the reasonable approval of the City Engineer. The City or its representatives shall provide such letter accepting or rejecting Developer's request for acceptance of such Public Improvements within forty-five (45) days of submission of such request in writing to the City Engineer. If such request is rejected, the City or its representatives shall enclose with the notification letter a letter from the City Engineer specifying the reasons for such rejection. As soon as practical after the issuance of such letters of acceptance, the Common Council will adopt resolutions accepting the dedications of Public Improvements in each phase or sub-phase.

**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/Treasurer has signed the final plat and the final plat has been recorded.
- B. No building permits shall be issued 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, 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 site grading for the phase or sub-phase has been completed and accepted by the City.
- F. No building permit shall be issued by the City for any lot until Appendix C has been submitted to the Inspector signed by the purchaser.
- G. 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.
- H. No occupancy permit shall be issued by the City for any lot until the stormwater management practices serving such lot have been completed and accepted by 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 or the City to observe or perform or cause to be observed or performed any covenant, condition, obligation or agreement on its part to be observed or performed as set forth in this Agreement.
- B. Remedies on Default. Whenever any Event of Default occurs the non-defaulting party may suspend its performance under this Agreement and, upon thirty (30) days written notice of the



right to cure such default, may pursue any legal or administrative action, including the authority to draw upon the irrevocable letter of credit described in Article IV, which appears necessary or desirable to compel the defaulting party to comply with this Agreement and/or to seek an award of monetary damages

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

ARTICLE VIII. Miscellaneous.

- A. Captions. Any captions of the several parts of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- B. Severability. If any term of this Agreement shall, for any reason and to any extent, be invalid or unenforceable, the remaining term 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: Roger Berg  
129 North Madison St.



Evansville, WI 53536

To City:  
City Administrator  
31 S. Madison St.  
P.O. 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)

APPENDIX A

OUTLOT 3, WINDMILL RIDGE AND BEING LOCATED IN THE SE ¼ OF THE N2 ¼ OF SECTION 28, T. 4N. R. 10E. OF THE 4<sup>TH</sup> P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

DRAFT

APPENDIX B

## Agreement as to Liability, Indemnity and Insurance

1. FOR VALUABLE CONSIDERATION \_\_\_\_\_ (CONTRACTOR), hereinafter referred to as "Contractor," acknowledges that the work to be performed for construction of improvements (the "Work") in the Stonewood Grove located in the City of Evansville, hereinafter referred to as "City," will be conducted in accordance with the latest edition of the project plans and specifications 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 Jury 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:\_\_\_\_\_

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

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

**APPENDIX C**

The undersigned purchaser of Lot(s) in the Windmill Ridge First Addition 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 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 phase or sub-phase has been completed and accepted by the City.
- E. No occupancy permit shall be issued by the City for the purchased lot until this Appendix C has been signed and submitted to the Building Inspector
- F. No occupancy permit shall be issued by the City for any lot until the first lift has been installed on the street adjoining said lot.
- G. No occupancy permit shall be issued by the City for any lot until a five-foot wide concrete sidewalk within the public right of way has been installed pursuant to municipal ordinances.

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

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

The undersigned purchaser understands that there are deed restrictions associated with this plat and those restrictions are recorded with the Rock County Register of Deeds.

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:

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DRAFT



## APPLICATION FOR CONDITIONAL USE PERMIT – STAFF REPORT

**Application:** CUP-2024-02 **Applicant:** Tommy Hanna

Parcel 6-27-624.1

June 4, 2024

Prepared by: Colette Spranger, Community Development Director

Direct questions and comments to: [c.spranger@evansvillewi.gov](mailto:c.spranger@evansvillewi.gov) or 608-882-2263

**Location:** 137 E. Main Street (Allen Creek CoffeeHouse)

**Description of request:** The applicant is seeking conditional use permit approval to allow Outdoor Commercial Food and Beverage Service on parcel 6-27-924.1 within the B-2 zoning district. The approval would allow the applicant to serve food and alcohol in the backyard of his establishment. This is an accessory use to the principal permitted use on site, which is for Indoor Commercial Entertainment.

**Existing Uses:** Allen Creek CoffeeHouse. A short-term residential rental unit operated by the applicant is located on the second floor of the building.

### **Staff Analysis of Request:**

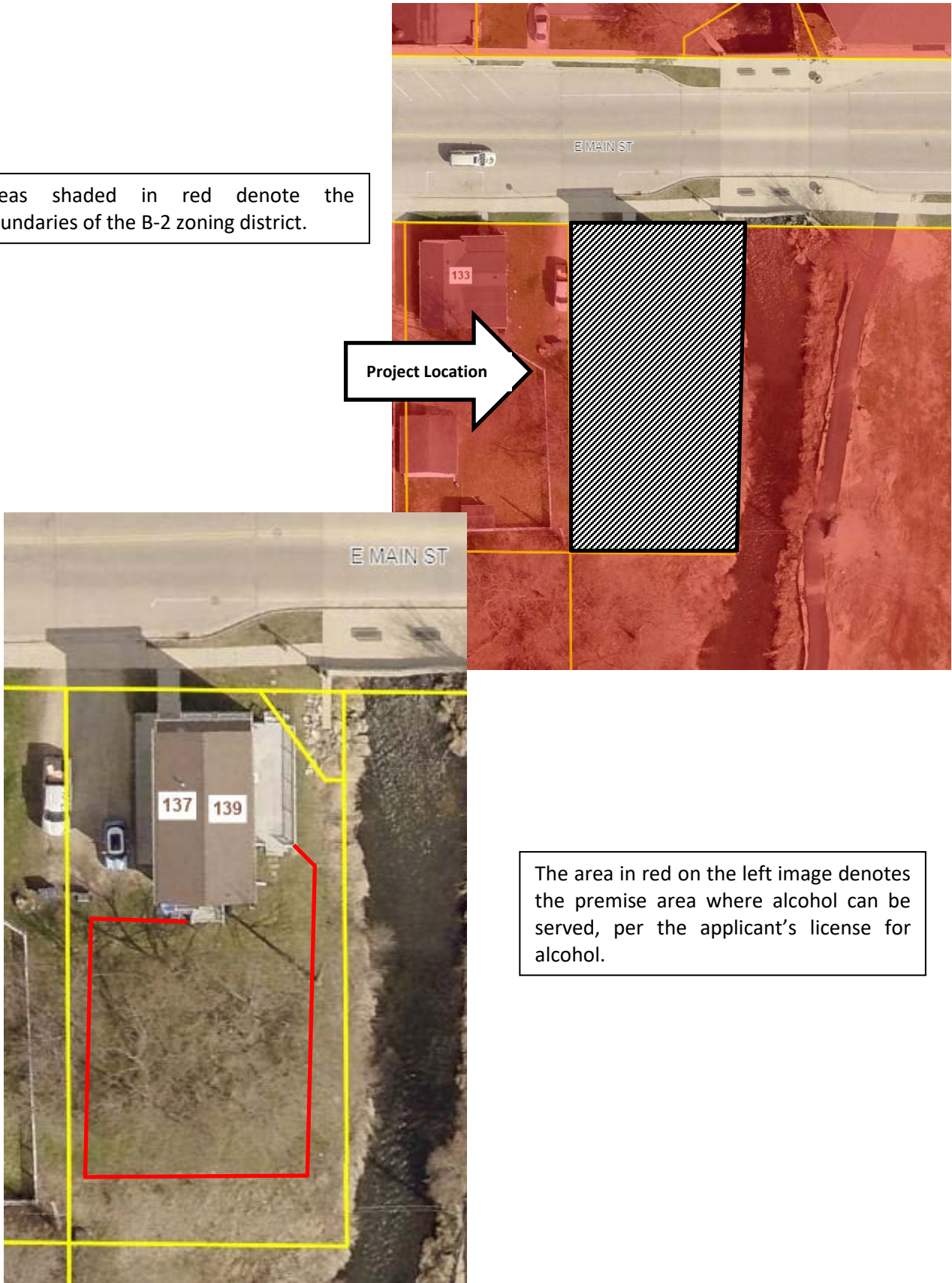
The City encourages businesses in the downtown that generate foot traffic and utilize Allen Creek as an amenity. The applicant intends to offer this service specifically during musical events hosted in the backyard. Some of these music events would be held during Allen Creek CoffeeHouse's traditional hours (6:30am to 4:00pm) but the applicant is anticipating adding some evening hours, specifically on Friday and Saturday evenings.

The applicant has received a license to serve alcohol at his establishment. Currently, the premises where serving is allowed is limited to the indoor dining space and deck. Obtaining this conditional use permit would expand the use to the backyard.

Staff is presenting changes to this land use which will be reviewed by plan commission this evening. Some of these changes are to reflect how this and other, existing outdoor commercial food and beverage service uses currently operate. Specifically, staff is requesting that this specific use not be subject to the 50% floor area limit when operating in the B-2 zoning district. Properties and buildings in the B-2 are often irregular compared to other business districts. Staff is also suggesting modified language regarding entrances and exits to the service area per suggestions of the City Clerk, who oversees alcohol licensing for establishments. Therefore, staff is suggesting that approval for this permit follow the proposed changes rather than what is currently adopted.

Areas shaded in red denote the boundaries of the B-2 zoning district.

Project Location



The area in red on the left image denotes the premise area where alcohol can be served, per the applicant's license for alcohol.



<b>Condition</b>	<b>Staff Comment</b>
a) <b>Size of the outdoor service area shall not be more than 50% of the floor area of the restaurant or tavern.</b>	Staff is suggesting zoning code changes later tonight that would waive this requirement for properties within the B-2 zoning district. The B-2 zoning district is intended to support business endeavors in a walkable environment. Most properties in the B-2 zoning district have next to no green space or yard area and are smaller than other business properties in the City. Those that do try to maximize their outside space as an amenity. In staff's opinion, this places constraints on businesses in the B-2 that are not otherwise present elsewhere in the City.
b) <b>The outdoor service area shall lie within the same parcel as the restaurant or tavern and shall not lie within any public right of way.</b>	The backyard is not within the right-of-way and is on the same parcel.
c) <b>The outdoor service area shall not lie within a required bufferyard or a required front, side, or rear yard setback.</b>	B-2 zoning district setbacks are zero feet for front and side yards and 10 feet for rear yards. The site is compliant.
d) <b>If the parcel containing the restaurant or tavern and outdoor service area is adjacent to residentially zoned property, all borders of the outdoor service area that abut or would otherwise be visible from the residentially zoned property shall have a bufferyard with a minimum opacity per section 130-270.</b>	This site is not adjacent to any residentially zoned property. It is, however, adjacent to a residence. There is a stand of trees between the two backyards. The neighboring property also has a fence with 50% opacity. Though not required, further screening from the neighboring property could be achieved through means of landscaping, either permanent or portable.
e) <b>If the parcel containing the restaurant or tavern and outdoor service area is adjacent to residentially zoned property, no person may occupy the outdoor service area after 9:30 PM.</b>	This site is not adjacent to any residentially zoned property. However, due to its proximity to a residence in the B-2 zoning district, a condition of approval will be limiting hours of outdoor food and beverage service to 9:30pm.
f) <b>No alcoholic beverages shall be served if the parcel containing the restaurant or tavern and outdoor service area is adjacent to residentially zoned property.</b>	This site is not adjacent to any residentially zoned property.
g) <b>No alcoholic beverages shall be served unless the liquor, beer or wine license, whichever is applicable, as issued by the state of Wisconsin explicitly states that consumption is permitted within the outdoor service area.</b>	The applicant has a license to serve alcohol that includes the outdoor area as part of its premise.
h) <b>If alcoholic beverages are served, the entrance or entrances to the outdoor service area shall be exclusively through the restaurant or tavern, and a barrier such as a rope or fence shall be erected to prevent entry to the outdoor service area by any other means.</b>	A temporary fence should be erected at the end of the applicant's driveway to prevent unauthorized entry to the outdoor service area when it is in use.

i) <b>The restroom facilities in the restaurant or tavern shall be of sufficient capacity to serve both the indoor and outdoor patrons, and no temporary toilet facilities will be permitted.</b>	Appears sufficient.
j) <b>Such uses shall comply with article II, division 4 of this chapter, pertaining to procedures applicable to conditional uses.</b>	Use shall not create a public nuisance as defined by local and state ordinance.

Section 130-104(3) of the Municipal Code, includes criteria that should be considered in making this decision:

<b>Criteria</b>	<b>Staff Comment</b>	<b>Condition met?</b>
<b>Consistency of the use with the comprehensive plan.</b> <i>The proposed use in general and in this specific location is consistent with the city's comprehensive plan of September 2022.</i>	Policies in the Comprehensive Plan provide support for variety and diversification of uses in its historic downtown and use of Allen Creek as a natural amenity.	Yes
<b>Consistency with the City's zoning code, or any other plan, program, or ordinance.</b> <i>The proposed use in general and in this specific location is consistent with City's zoning code, or any other plan, program, or ordinance, whether adopted or under consideration pursuant to official notice of the city.</i>	The proposed use is consistent with the City's zoning code and other plans, programs, and ordinances.	Yes
<b>Effect on nearby property.</b> <i>The use will not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the City's zoning code, the comprehensive plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the city.</i>	Approval of conditional use permit would limit outdoor service past 9:30pm.	Yes
<b>Appropriateness of use.</b> <i>The use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.</i>	The B-2 zoning district has traditionally hosted a mixture of uses, including outdoor food and beverage service adjacent to residential dwelling units.	Yes
<b>Utilities and public services.</b> <i>The use will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities, or services provided by the City or any other public agency serving the subject property.</i>	The property is currently served by public utilities	Yes

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

**Staff recommended motion for Plan Commission:** *Motion to approve a Conditional Use Permit for Outdoor Commercial Food and Beverage Service per section 130-538 on parcel 6-27-624.1 located at 137 East Main Street, finding that the benefits of the use outweigh any potential adverse impacts, and that the proposed use is consistent with the required standards and criteria for issuance of a CUP set forth in Section 130-104(3)(a) through (e) of the Zoning Ordinance, subject to the following conditions:*

- 1) Hours of operation shall be no earlier than 6am and no later than 9:30pm.*
- 2) Fencing (temporary or otherwise) to be erected at end of paved driveway to prevent unauthorized access to the outdoor service area when in use.*
- 3) Any outdoor lighting must be dark sky compliant, is not to stay on past 9:30pm, and shall not create a glare or shine directly upon neighboring property.*
- 4) The business operator shall obtain and maintain all City, state, and county permits and licenses as may be required.*
- 5) Any substantial changes to the business model shall require a review of the existing conditional use permit.*
- 6) Use cannot create a public nuisance as defined by local and state law.*
- 7) The Conditional Use Permit is recorded with the Rock County Register of Deeds.*



CITY OF EVANSVILLE  
ORDINANCE # 2024-04

AN ORDINANCE UPDATING CERTAIN SECTIONS OF CHAPTER 130 (ZONING)

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

SECTION 1. It is in the best interest of the City and that of its citizens to amend the Chapter 130 from time to time in order to accurately reflect current land uses and zoning districts, specifically those related to site layout and design for certain businesses, driveway and access standards for business districts, maximum lot sizes for single and two family dwelling units, and to address issues of consistency and continuity between chapter divisions and section.

SECTION 2. The presence of commercial and retail buildings that are either vacant, under construction or otherwise not conducting business windows are boarded, shuttered, or otherwise screened from view have an adverse affect and impair the economic welfare of the adjacent owners' property, deter pedestrian traffic, and lead to economic distress. Additionally, the Wisconsin Economic Development Corporation has estimated the cost of this impact to be \$70,000 in lost revenue per property each year. Finally, the aim of the B-2 Central Business District is to encourage foot traffic and create a welcoming atmosphere that encourages commerce. Therefore, it in the best interest of the City to enforce standards for window treatments in the B-2 Central Business District, which encompasses the majority of the City's historic downtown.

SECTION 3. The Evansville Plan Commission held a public hearing on June 4, 2024, in compliance with the requirements of Section 62.23(7)(d)(2), Wis. Stats., regarding the proposed amendment of the zoning ordinance, and by unanimous vote of the entire commission, has recommended Ordinance 2024-04 be approved by Common Council.

SECTION 4. The changes proposed in Ordinance 2024-04 are consistent with the City's adopted Smart Growth Comprehensive Plan.

The Common Council of the City of Evansville, Rock County, Wisconsin, do hereby amend sections of Chapter 130 as follows:

**FROM ARTICLE V, DIVISION 5. COMMERCIAL LAND USES**

**Sec. 130-407. In-vehicle sales or service.**

In-vehicle sales and service, land uses include all land uses which perform sales and/or services to persons in vehicles, or to vehicles which may or may not be occupied at the time of such activity (except for vehicle repair and maintenance services, see section 130-417). Such land uses often have traffic volumes that exhibit their highest levels concurrent with peak traffic flows on adjacent roads. Examples of such land uses include drive-in, drive-up, and drive-through facilities. This use does not include drive-in financial institutions, carwashes, or gas station/convenience store/food counters. These uses are handled as separate land use categories. If performed in conjunction with a principal land use (for example, a drive-up window or an ATM machine), in-vehicle sales and service land uses shall be considered an accessory use (see section 130-528). The following regulations are applicable to this use:

- (1) Permitted by right: B-4, as regulated in subsections (2)a--g. and (3) below.
- (2) Conditional use regulations: B-3, B-5.
  - a. Clearly marked pedestrian crosswalks shall be provided for each walk-in customer access to the facility adjacent to the drive-through lanes.
  - b. The drive-through facility shall be designed so as to not impede or impair vehicular and pedestrian traffic movement, or exacerbate the potential for pedestrian/vehicular conflicts.
  - c. In no instance shall a drive-through facility be permitted to operate which endangers the public safety, even if such land use has been permitted under the provisions of this article.
  - d. No drive-through facility should obscure the front façade or street-facing side of the principal building.
  - ~~d.e.~~ The setback of any overhead canopy or similar structure shall be a minimum of ten feet from all street right-of-way lines, a minimum of 20 feet from all residentially zoned property lines, and a minimum of five feet from all other property lines. The total height of any overhead canopy or similar structure shall not exceed 20 feet as measured to the highest part of the structure.
  - ~~e.f.~~ All vehicular areas of the facility shall provide a surface paved with concrete or bituminous material that is designed to meet the requirements of a minimum four-ton axle load.
  - ~~f.g.~~ The facility shall provide a bufferyard with a minimum opacity of 0.60 along all property borders abutting residentially zoned property (see section 130-270).
  - ~~g.h.~~ Interior curbs shall be used to separate driving areas from exterior fixtures such as canopy supports and landscaped islands. The curbs shall be a minimum of six inches high and be of a nonmountable design. No curb protecting an exterior fixture shall be located closer than 25 feet to any property line.
  - ~~h.i.~~ Such uses shall comply with article II, division 4 of this chapter, pertaining to standards and procedures applicable to all conditional uses.
- (3) Parking requirements:

- a. For principal land uses, One space per 50-200 square feet of gross floor area. For accessory land uses, refer to the parking requirements of the principal land use on site.
- b. Each drive-up lane shall have a minimum stacking length of 100 feet (or less if requested and need is demonstrated through the conditional use permit process) behind the pass-through window and 40 feet beyond the pass-through window.

(Ord. No. 1997-18, § 13(17.70(4)(g)), 1-19-1998; Ord. No. 2002-11, § 1, 11-12-2002, Ord. 2005-44)

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**Sec. 130-419. Gas station/convenience store/food counter.**

Gas station/convenience store/food counter uses are gas station facilities which are commonly designed to include a convenience store and food counter within the enclosed building. With the exception of any development proposals which may have been submitted in writing to the plan commission prior to the time of adoption of the ordinance from which this article is derived, these uses shall not include any drive-in, drive-up and drive-through facilities, which are considered in-vehicle sales or service uses(see section 130-407). Such land uses often have high traffic volumes which exhibit their highest levels concurrent with peak traffic flows. The following regulations are applicable to this use:

- (1) Permitted by right: Not applicable.
- (2) Conditional use regulations: B-1, B-3, B-4, B-5.
  - a. Clearly marked pedestrian crosswalks shall be provided for each walk-in customer access to the facility adjacent to the gas pumps and driving lanes.
  - b. Gas pump areas shall not be located in any front or street side yard.
  - ~~a.c.~~ Any convenience store/food counter building shall be located within the building envelope closest to the street side or occupy the corner area of any lot it occupies.
  - ~~b.d.~~ The gas pump areas shall be designed so as to not impede or impair vehicular and pedestrian traffic movement, or exacerbate the potential for pedestrian/vehicular conflicts.
  - ~~e.e.~~ In no instance shall a gas pump area be permitted to operate which endangers the public safety, even if such land use has been permitted under the provisions of this article.
  - ~~d.f.~~ The setback of any overhead canopy or similar structure shall be a minimum of ten feet from all street right-of-way lines, and a minimum of 20 feet from all residentially zoned property lines, and shall be a minimum of five feet from all other property lines. The total height of any overhead canopy or similar structure shall not exceed 20 feet as measured to the highest part of the structure.

~~e.g.~~ All vehicular areas of the facility shall provide a surface paved with concrete or bituminous material which is designed to meet the requirements of a minimum four-ton axle load.

~~f.h.~~ The facility shall provide a bufferyard along all property borders abutting residentially zoned property with a minimum opacity per section 130-270.

~~g.i.~~ Interior curbs shall be used to separate driving areas from exterior fixtures such as fuel pumps, vacuums, menu boards, canopy supports and landscaped islands. The curbs shall be a minimum of six inches high and be of a nonmountable design. No curb protecting an exterior fixture shall be located closer than 25 feet to any property line.

~~h.j.~~ Such uses shall comply with article II, division 4 of this chapter, pertaining to standards and procedures applicable to all conditional uses.

~~(1) (3)~~ —Parking requirements: One space per 300 square feet of gross floor area of convenience store, plus one space per three seats of food counter seating, and one space per employee on the largest work shift of the food counter.

~~(2) Sign regulations: no gas station/convenience store/food counter is allowed an electronic message sign beyond those that display fuel prices.~~

(Ord. No. 1997-18, § 13(17.70(4)(s)), 1-19-1998; Ord. No. 1998-19, § 1, 11-10-1998; Ord. No. 1998-12, § 5(17.70(4)(s)), 9-8-1998, Ord. 2005-44)



## FROM ARTICLE V, DIVISION 9. ACCESSORY LAND USES.

### Sec. 130-538. Outdoor commercial food and beverage service.

Outdoor commercial food and beverage service uses include the sale of food or beverages for on-site consumption on the premises of a restaurant or tavern. The following regulations are applicable to this use:

- (1) Permitted by right: Not applicable.
- (2) Conditional use regulations: O-1, B-1, B-2, B-3, B-4
  - a. The size of the outdoor service area shall not be more than ~~50-100~~ percent of the floor area of the restaurant or tavern or 300% of the floor area in the B-2 Central Business District.
  - b. The outdoor service area shall lie within the same parcel as the restaurant or tavern and shall not lie within any public right of way.
  - c. The outdoor service area shall not lie within a required bufferyard or a required front, side, or rear yard setback.
  - d. If the parcel containing the restaurant or tavern and outdoor service area is adjacent to residentially zoned property, all borders of the outdoor service area that abut or would otherwise be visible from the residentially zoned property shall have a bufferyard with a minimum opacity per section 130-270.
  - e. If the parcel containing the restaurant or tavern and outdoor service area is adjacent to residentially zoned property, no person may occupy the outdoor service area after 9:30 PM.
  - f. No alcoholic beverages shall be served if the parcel containing the restaurant or tavern and outdoor service area is adjacent to residentially zoned property.
  - g. No alcoholic beverages shall be served unless the liquor, beer or wine license, whichever is applicable, as issued by the state of Wisconsin explicitly states that consumption is permitted within the outdoor service area.
  - h. If alcoholic beverages are served, the entrance or entrances to the outdoor service area shall be exclusively through the restaurant or tavern, and a barrier (or other material as directed by alcohol licensing laws in the State of Wisconsin) ~~such as a rope or fence~~ shall be erected to prevent entry to the outdoor service area by any other means.
  - i. The restroom facilities in the restaurant or tavern shall be of sufficient capacity to serve both the indoor and outdoor patrons, and no temporary toilet facilities will be permitted.
  - j. Such uses shall comply with article II, division 4 of this chapter, pertaining to procedures applicable to conditional uses.
- (3) Parking requirements: One space per every three patron seats, calculated on the sum of the indoor and outdoor patron seats. This requirement may be waived by the plan commission for businesses in the B-2 district, following a request from the applicant.

**FROM ARTICLE VII, DIVISION FIVE. LOCAL BUSINESS DISTRICT (B-1)**

**Sec. 130-762. Uses permitted by right.**

Land uses permitted by right in the B-1 district are as follows:

- (1) Single-family uses (per section 130-321).
- (2) Cultivation (per section 130-341).
- (3) Selective cutting (per section 130-346).
- (4) Passive outdoor public recreation (per section 130-371).
- (5) Active outdoor public recreation (per section 130-372).
- (6) Indoor institutional uses (per section 130-373).
- (7) Public services and utilities (per section 130-375).
- (8) Office (per section 130-401).
- (9) Personal or professional services (per section 130-402).
- (10) Indoor sales or service (per section 130-403).
- (11) Indoor maintenance service (per section 130-405).
- (12) Group day care center (nine or more children) (per section 130-413).
- (13) Commercial Apartment (per section 130-522).

(Code 1986, § 17.32; Ord. No. 1997-18, § 4(17.32(2)(a)), 1-19-1998)

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**Sec. 130-763. Uses permitted as conditional use.**

Land uses permitted as conditional uses in the B-1 district are as follows:

- (1) Twin house/duplex (per section 130-321).
- (2) Two-flat (per section 130-321).
- (3) Townhouse (per section 130-321).
- (4) Multiplex (per section 130-321).
- (5) Apartment (per section 130-321).
- (6) Institutional residential uses (per section 130-322).
- (7) Clear cutting (per section 130-347).
- (8) Outdoor institutional uses (per section 130-374).
- (9) Community living arrangement (one to eight residents) (per section 130-377).

- (10) Community living arrangement (nine to 15 residents) (per section 130-378).
- (11) Community living arrangement (16 or more residents) (per section 130-379).
- (12) Indoor commercial entertainment (per section 130-408).
- (13) Bed and breakfast establishments (per section 130-412).
- (14) ~~Group day care center (nine or more children) (per section 130-413).~~
- (~~15~~14) Boardinghouse (per section 130-415).
- (~~16~~15) Group development (per section 130-418).
- (~~17~~16) Gas station/convenience store/food counter (per section 130-419).
- (~~18~~17) Railroad line (per section 130-485).
- (~~19~~18) Artisan studio (per section 130-423).

(Code 1986, § 17.32; Ord. No. 1997-18, § 4(17.32(2)(b), 1-19-1998, Ord. 2005-44, Ord. 2007-4)

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#### **Sec. 130-768. Requirements for nonresidential uses.**

The following regulations are applicable to nonresidential uses in the B-1 district:

- (1) Nonresidential intensity requirements:
  - a. Maximum number of floors: Two.
  - b. Minimum landscape surface ratio: 30 percent.
  - c. Maximum floor area ratio: 0.275.
  - d. Minimum lot area: 7,500 square feet.
  - e. Maximum building size: 5,000 square feet.
- (2) Nonresidential bulk and lot dimension requirements:
  - a. Minimum lot area: 7,500 square feet.
  - b. Minimum lot width: 75 feet.
  - c. Minimum street frontage: 50 feet.
- (3) Minimum setbacks and building separation:
  - a. Building to front lot line: 10 feet, 40 feet for a lot adjacent to a street with an officially mapped right-of-way equal to or exceeding 100 feet.  
Building to street side lot line: 15 feet, 40 feet for a lot adjacent to a street with an officially mapped right-of-way equal to or exceeding 100 feet.
  - b. Building to residential side lot line: 10 feet.
  - c. Building to residential rear lot line: 30 feet.

- d. Building to nonresidential side lot line: Not applicable.
  - e. Building to nonresidential rear lot line: 12 feet.
  - f. Minimum paved surface setback: 5 feet from side or rear; 10 feet from street.
  - g. Minimum building separation: 10 feet or zero feet on the zero lot line side where two nonresidential structures are adjacent.
  - h. Minimum accessory building setback: 5 feet.
- (4) Maximum building height: 35 feet.

(5) Driveways and Access

- a. Maximum width at sidewalk: 25 feet
  - b. One driveway allowed per street on which lot has frontage.
- (6) Minimum number of off-street parking spaces required on the lot: See parking lot requirements per specific land use in article V of this chapter.
- (7) Nonresidential landscaping requirements (nonresidential, two-family and multifamily uses):
- a. Forty landscaping points per 100 linear feet of building foundation.
  - b. Fifteen landscaping points per 1,000 square feet of gross floor area.
  - c. Forty landscaping points per 100 linear feet of street frontage.
  - d. Eighty landscaping points per 10,000 square feet of paved area/20 stalls.

## ARTICLE VIII, DIVISION SIX. CENTRAL BUSINESS DISTRICT (B-2)

### Section 130-799. Window Treatment in Central Business District.

- (1) Any and all windows of commercial and retail buildings located within the B-2 Central Business District whereby the interiors of such buildings can be observed from the public streets or sidewalks of the city, and which buildings are vacant, under construction or not conducting business shall be screened in the manner set forth in this division. This includes any business that is in operation or reasons not associated with natural disasters.
- (2) All windows of vacant commercial and retail buildings, commercial and retail buildings not conducting business within the B-2 Central Business District which windows can be viewed from the public streets and sidewalks of the city and which expose the interiors of such buildings, shall screen the vacant interior of the building in which they are located by constructing within the window a pocket, equivalent in dimension to the dimension of the window itself, and 40 inches or more in depth. This pocket shall be used for purposes of screening the interior of the building, and to provide an attractive display for those who can observe the window from the streets or public sidewalks of the city. This pocket shall be decorated by featuring fresh displays of the incoming tenant, artwork, merchandise, or services of an existing business duly licensed within the city. The window glass shall be clean both inside and outside.
- ~~(4)~~(3) The windows or storefronts of commercial and retail buildings in the B-2 Central Business District which are either vacant, under construction or otherwise not conducting business for a period of thirty consecutive business days shall not be boarded or shuttered, or covered from the inside by means of tarp, full curtains, blinds, or other non-commercial window treatments.
- (4) Under no circumstances shall a business in operation permanently and fully cover its windows from the inside with full curtains, blinds, or standard window treatments.
- (5) Definitions
  - a. Boarding means the placement of plywood or some type of construction material as a barrier, temporary or permanent, to cover and obscure a window or storefront.
  - b. Fresh displays means the artwork and displays within the pocket of the window and which have been rotated or changed every 120 days.
  - c. Shuttered means the placement of metal shutters, roll down grates and accordion types of barriers, temporary or permanent, commonly used to protect a building.
  - d. Vacant, under construction and not conducting business for a period of thirty consecutive business days mean properties which are not open to the public, or to clientele of any sort, and which buildings are not being used for the display or merchandising of any product. These terms shall not apply to new buildings under construction or new buildings never having been previously occupied, but shall

## Agenda Item 7D

apply to existing buildings conducting internal construction, renovation, maintenance or demolition that does not include the building's edifice.

DRAFT

**FROM ARTICLE VIII, DIVISION SEVEN. COMMUNITY BUSINESS DISTRICT.**

**Sec. 130-822. Uses permitted by right.**

Land uses permitted by right in the B-3 district are as follows:

- (1) Cultivation (per section 130-341).
- (2) Selective cutting (per section 130-346).
- (3) Passive outdoor public recreation (per section 130-371).
- (4) Active outdoor public recreation (per section 130-372).
- (5) Indoor institutional uses (per section 130-373).
- (6) Public services and utilities (per section 130-375).
- (7) Office (per section 130-401).
- (8) Personal or professional services (per section 130-402).
- (9) Indoor sales or service (per section 130-403).
- (10) Indoor maintenance service (per section 130-405).
- (11) Off-site parking lot (per section 130-481).
- (12) Artisan studio (per section 130-423).
- (13) Group development (per section 130-418).
- (14) Group day care center (nine or more children) (per section 130-413).

(Code 1986, § 17.34; Ord. No. 1997-18, § 6(17.34(2)(a)), 1-19-1998, Ord. 2007-4, Ord. 2017-01)

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**Sec. 130-823. Uses permitted as conditional use.**

Land uses permitted as conditional use in the B-3 district are as follows:

- (1) Clear cutting (per section 130-347).
- (2) Outdoor institutional uses (per section 130-374).
- (3) Institutional residential uses (per section 130-376).
- (4) Outdoor display (per section 130-404).
- (5) In-vehicle sales or service (per section 130-407).
- (6) Indoor commercial entertainment (per section 130-408).
- (7) Outdoor commercial entertainment (per section 130-409).
- (8) Commercial animal boarding (per section 130-410).
- (9) Commercial indoor lodging (per section 130-411).

(10) Bed and breakfast establishment (per section 130-412).

~~(11) Group day care center (nine or more children) (per section 130-413).~~

(12) Boardinghouse (per section 130-415).

(13) Vehicle repair and maintenance (per section 130-417).

(14) Gas station/convenience store/food counter (per section 130-419).

(15) Carwash (per section 130-420).

(16) Personal storage facility (per section 130-453).

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

(18) Motor vehicle storage yard (per section 130-457).

(19) ~~Business district mixed commercial/residential uses.~~ Commercial Apartment (per section 130-~~421~~522)

(20) Apartment (per section 130-321) in conjunction with non-residential land uses.

(Code 1986, § 17.34; Ord. No. 1997-18, § 6(17.34(2)(b)), 1-19-1998, Ord. 2005-44, Ord. 2006-42, Ord. 2017-01)

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#### **Sec. 130-827. Requirements for nonresidential uses.**

Regulations applicable to nonresidential uses in the B-3 district are as follows:

(1) Nonresidential intensity requirements:

- a. Maximum number of floors: Four.
- b. Minimum landscape surface ratio: 15 percent.
- c. Maximum Building Coverage: 60 Percent
- d. Maximum floor area ratio: 1.5
- e. Minimum lot area: 9,000 square feet.
- f. Maximum building size: 20,000 Square Feet per Floor
- g. Maximum Parking Lot Street Frontage: 50 Percent

(2) Nonresidential bulk and lot dimension requirements:

- a. Minimum lot area: 9,000 square feet.
- b. Minimum lot width: 70 feet.
- c. Minimum street frontage: 50 feet.

(3) Minimum setbacks and building separation:

- a. Building to front or street side lot line: 10 feet, 35 feet maximum or for a lot adjacent to a street with an officially mapped right-of-way equal to or exceeding 100 feet.
- b. Building to residential side lot line: Ten feet.



- c. Building to residential rear lot line: 25 feet.
  - d. Building to nonresidential side lot line: Ten feet or zero feet on zero lot line side.
  - e. Building to nonresidential rear lot line: 25 feet.
  - f. Minimum paved surface setback: Five feet from side or rear, ten feet from street.
  - g. Minimum building separation: 12 feet, or zero feet on zero lot line side.
- (4) Maximum building height: 40 feet.

(5) Driveways and Access

a. Maximum width at sidewalk: 25 feet

~~a.~~b. One driveway allowed per street on which lot has frontage.

- (5) Minimum number of off-street parking spaces required on the lot: See parking lot requirements per specific land use in article XI of this chapter.
- (6) Nonresidential landscaping requirements (nonresidential, two-family and multifamily): See landscaping requirements per article IV of this chapter.

(Code 1986, § 17.34; Ord. No. 1997-18, § 6(17.34(4)), 1-19-1998, Ord. 2017-01)

## **FROM ARTICLE VIII, DIVISION EIGHT. REGIONAL BUSINESS DISTRICT.**

### **Sec. 130-852. Uses permitted by right.**

Land uses permitted by right in the B-4 district are as follows:

- (1) Cultivation (per section 130-341).
- (2) Selective cutting (per section 130-346).
- (3) Passive outdoor public recreation (per section 130-371).
- (4) Active outdoor public recreation (per section 130-372).
- (5) Indoor institutional uses (per section 130-373).
- (6) Public services and utilities (per section 130-375).
- (7) Indoor sales or service (per section 130-403).
- (8) Indoor maintenance service (per section 130-405).
- (9) In-vehicle sales or service (per section 130-407).
- (10) In-vehicle sales and service incidental to on-site principal land use (per section 130-528).
- (11) Artisan studio (per section 130-423).
- (12) Group day care center (nine or more children) (per section 130-413).

(Code 1986, § 17.35; Ord. No. 1997-18, § 7(17.35(2)(a)), 1-19-1998; Ord. No. 2002-11, § 5, 11-12-2002, Ord. 2007-4)

### **Sec. 130-853. Uses permitted as conditional use.**

Land uses permitted as conditional uses in the B-4 district are as follows:

- (1) Clear cutting (per section 130-347).
- (2) Outdoor institutional uses (per section 130-374).
- (3) Institutional residential uses (per section 130-376).
- (4) Personal or professional services (per section 130-402).
- (5) Outdoor display (per section 130-404).
- (6) Drive-in financial institutions (per section 130-537).
- (7) Indoor commercial entertainment (per section 130-408).
- (8) Commercial animal boarding (per section 130-410(3)).
- (9) Commercial indoor lodging (per section 130-411).
- ~~1. Group day care center (nine or more children) (per section 130-413).~~
- (10) Boardinghouse (per section 130-415).
- (11) Vehicle repair and maintenance (per section 130-417).

- (12) Group development (per section 130-418).
- (13) Gas station/convenience store/food counter (per section 130-419).
- (14) Carwash (per section 130-420).
- (15) Large-format retail store (per section 130-422).
- (16) Railroad line (per section 130-485).
- (17) Business district mixed commercial/residential uses. (per section 130-421)
- ~~(18) Apartment (per section 130-321) in conjunction with non-residential land~~  
uses. Commercial Apartment (per section 130-522).

(Code 1986, § 17.35; Ord. No. 1997-18, § 7(17.35(2)(b)), 1-19-1998; Ord. No. 2002-11, § 6, 11-12-2002, Ord. 2005-44, Ord. 2005-47, Ord. 2006-25, Ord 2009-02, Ord. 2017-02)

**FROM ARTICLE VIII, DIVISION FIFTEEN. RESIDENTIAL DISTRICT ONE (R-1)**

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

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

- (1) Maximum building height: 35 feet.
- (2) Setbacks and Building Separation
  - a. Minimum front and street side yard setback: 25 or 20 feet when alternate standards are met (see Sec. 130-984(3)).
  - b. Maximum front yard and street side yard setback: 30 feet.
  - c. Minimum rear yard setback: 20 feet.
  - d. Minimum side yard setback: 8 feet, total of 20 feet on both sides or 8 feet when alternate standards are met (see Sec. 130-984(3)).
  - e. Minimum side yard setback:
  - f. Occupied dwelling units shall maintain 10 feet of building separation, unless fireproofed.
  - g. Driveway side and rear yard setbacks: 3 feet.
- (3) Alternative setback standards referenced in this section may be used when any of the two following standards are met:
  - a. Linear garage frontage does not exceed 40% of the building's front elevation.
  - b. Building is a two-story structure.
  - c. Front Porch at least 25 square feet in size .
  - d. Street facing garage doors are recessed by at least four feet behind the façade of the ground floor of the principal building.
  - e. Driveway width does not exceed 15 feet in front setback area or is shared by access easement with adjacent lot.
- (4) Detached ADU, garage and accessory building side yard and street side yard setback:
  - a. 3 feet for side yards, five (5) feet for ADUs only.
  - b. 20 feet for street side yards.
  - c. Five (5) feet for rear yards.
- (5) Minimum lot width at front setback line: 70 feet for lots platted after December 31, 2000; 60 feet for lots platted before January 1, 2001.
- (6) Minimum lot frontage on public road: 50 feet.
- (7) Minimum lot area for single-family dwelling: 8,000 square feet for lots platted after December 31, 2000; 6,000 square feet for lots platted before January 1, 2001.
- (8) Minimum lot area for two-family dwelling: 10,000 square feet for lots platted after December 31, 2000; 8,000 square feet for lots platted before January 1, 2001.
- (9) Maximum lot area for a single family dwelling: 12,000 square feet
- (8)(10) Maximum lot area for a two-family dwelling: 14,000 square feet
- (9)(11) Minimum above-grade floor area for single-family dwelling: 1,000 square feet.
- (10)(12) Minimum floor area for two-family dwelling: 700 square feet per unit.

~~(11)~~(13) Height of detached garages and accessory buildings: Shall not exceed the height of the principal structure.

~~(12)~~(14) Buildings and Structures Lot Coverage Standards

- a. Maximum lot coverage by impervious surfaces shall be forty five percent (45%) of lot area.
- b. Maximum front yard coverage by impervious surfaces shall be forty five percent (45%) of lot area, provided maximum lot coverages are not exceeded.
- c. Maximum linear garage coverage, as measured across the street facing façade, on a building's front elevation shall be fifty five percent (55%)
- d. Front facing façade of garage recessed from, or no more than, eight (8) feet offset from primary façade at ground level.
- e. Maximum driveway width at sidewalk of twenty (20) feet.

(Code 1986, § 17.39(4); Ord. No. 2003-9, § 4, 9-9-2003; Ord. No. 2003-11, § 4, 10-14-2003, Ord. 2004-2, Ord. 2005-1, Ord. 2005-9, Ord. 2005-50, Ord. 2007-21, Ord. 2012-16, Ord. 2020-13, Ord. 2021-08, Ord. 2023-15)

## **FROM ARTICLE VIII, DIVISION 16. RESIDENTIAL DISTRICT TWO (R-2)**

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

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

- (1) Maximum building height: 35 feet.
- (2) Setbacks and Building Separation
  - a. Minimum front yard and street side yard setback: 25 feet or 20 feet when alternate standards are met (see Sec.130-1004(8)).
  - b. Maximum front yard and street side yard setback: 30 feet.
  - c. Minimum rear yard setback: 20 feet.
  - d. Minimum side yard setback: 8 feet, total of 20 feet on both sides.
  - e. Detached garage and accessory building side yard and street side yard setback:
    1. 3 feet for side yards.
    2. 20 feet for street side yards.
    3. 5 feet for rear yards.
- (3) Minimum lot width at front setback line: 90 feet for lots platted after December 31, 2000; 60 feet for lots platted before January 1, 2001. Two-family twin lots shall have a minimum of 35 feet per lot.
- (4) Minimum lot frontage on public road: 75 feet, except that two-family twin lots shall have a minimum of 25 feet per lot.
- (5) Minimum lot area:
  - a. Single-family: 8,000 square feet for lots platted after December 31, 2000; 6,000 square feet for lots platted before January 1, 2001.
  - b. Two-family: 10,000 square feet for lots platted after December 31, 2000; 8,000 square feet for lots platted before January 1, 2001.
  - c. Two-family twin: 5,000 square feet per lot.
  - d. Three-family: 12,000 square feet.
  - e. Four-family: 14,000 square feet.
- (6) Maximum lot area:
  - a. Single family: 12,000 square feet
  - b. Two family: 14,000 square feet
  - c. Two family twin: 7,000 square feet
- (6)(7) Minimum side yard setback:
  - a. Single-family, two-family, three-family, and four-family: 8 feet; total 20 feet on both sides.

- b. Two-family twin: Zero feet on the interior (common wall) lot line. 10 feet on exterior side lot lines or 8 feet on both sides when alternate standards are met (see Sec.130-1004(8)).
  - c. Detached occupied dwelling units shall maintain 10 feet of building separation, unless fireproofed.
  - d. Driveway side and rear yard setbacks: 3 feet.
- (8) Maximum front yard and street side yard setback: 30 feet.

(7)(9) Alternative setback standards referenced in this section may be used when any of the two following standards are met:

- a. Linear garage frontage does not exceed 40% of the building's front elevation.
  - b. Building is a two-story structure.
  - c. Front Porch at least 25 square feet in size.
  - d. Street facing garage doors are recessed by at least four feet behind the façade of the ground floor of the principal building.
  - e. Driveway width does not exceed 15 feet in front setback area or is shared by access easement with adjacent lot.
- (8)(10) Usable open space: Usable open space shall be provided on each lot used for multifamily dwellings of three or more units. Usable open space shall compose at least 25 percent of the gross land area of the lot area and shall be used for recreational, park or environmental amenity for collective enjoyment by occupants of the development, but shall not include public or private streets, drives or drainageways.
- (9)(11) Height of detached garages and accessory buildings: Shall not exceed the height of the principal structure.
- (10)(12) Minimum above-grade floor area for single-family dwelling: 1,000 square feet.
- (11)(13) Buildings and Structures Lot Coverage Standards

- a. Maximum lot coverage by impervious surfaces shall be fifty percent (50%) of lot area.
- b. Maximum front yard coverage by impervious surfaces shall be fifty percent (50%) of lot area, provided maximum lot coverages are not exceeded.
- c. Maximum linear garage coverage on a building's front elevation shall be fifty five percent (55%)
- d. Front facing façade of garage recessed from, or no more than eight (8) feet offset from primary façade at ground level.
- e. Maximum Driveway Width at sidewalk of 20 feet.

(Code 1986, § 17.40(4); Ord. No. 2003-9, § 5, 9-9-2003; Ord. No. 2003-11, § 5, 10-14-2003, Ord. 2005-1, Ord. 2005-9, Ord. 2005-50, Ord. 2007-21, Ord. 2012-02, Ord. 2012-16, Ord. 2020-13, Ord. 2021-08, Ord. 2023-15)

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**FROM ARTICLE X SIGNS**

**Sec. 130-1276. Signs permitted in the local business district (B-1), community business district (B-3), special use business district (B-5), and planned office district (O-1) with a sign permit.**

Except for signs permitted without a sign permit under section 130-1274, all signs in the local business district (B-1), community business district (B-3), special use business district (B-5), or planned office district (O-1) and not in a historic preservation district are prohibited except for a sign that complies with the following regulations and for which the applicant has obtained a sign permit:

(a) Freestanding/ground/pole signs shall have no projections and are limited to one per parcel. They shall not exceed 50 square feet in area nor 15 feet in height measured from the mean centerline street grade to the top of the sign. ~~Exception: height may be up to 20 feet if sign is set back at least ten feet from the property line.~~

(b) Shopping center/group development/office park signs. One freestanding sign, showing only the name of said center and each represented business. They shall not exceed 60 square feet in area, 15 feet in height above finished grade, nor be placed within 20 feet of the property line.

(c) Projecting signs shall not extend over a public sidewalk and must maintain a clear vertical clearance of ten feet.

(d) Wall signs shall not project more than 16 inches from such wall. One sign is permitted on the front wall of any principal building. The sign area shall not exceed one-tenth building's front face (including doors and windows), with a maximum area of 200 square feet. If a single principal building is devoted to two or more businesses, the operator of each business may install a front wall sign. The maximum area of each sign shall be determined by using the proportional share of the front face (including doors and windows) occupied by each business and applying such proportion to the total sign area permitted for the front wall of the building. If the building is located on a corner lot, a sign may also be placed on the side wall facing the secondary street up to one-tenth of the wall's face in area, not to exceed 100 square feet. In no case shall the total area of all wall signs be in excess of 200 square feet or there be more than two wall signs per business.

(e) Awning signs and canopy/marquee signs are limited to a total of two such signs for each business, and the signage may be placed on the flap of the awning that hangs vertically and/or on the sloping portion of the awning, provided the signage does not occupy more than 50 percent of such area or to the part of the canopy/marquee that is a vertical face. The portion of the awning or canopy/marquee displaying a message or symbol shall be included in the total signage area per parcel area calculation.

(f) Window signs in excess of 25 percent of the glazed area but less than 50 percent of the glazed area provided the sign is not an electronic message sign.

(g) Lighting. Signs may be ~~directly illuminated/backlit or~~ indirectly illuminated by a hooded reflector, shall not create glare nor be flashing.

(h) Total signage area per parcel cannot exceed 250 square feet.

~~(i) Electronic message signs may only be used to advertise activities conducted on the premises or to present public information and cannot exceed 20 percent of the face of the sign. Electronic signs must also meet the following specific standards:~~

- ~~(1) The display area is a part of a freestanding ground sign.~~
- ~~(2) The display area does not exceed 25 square feet.~~
- ~~(3) The message shall be in one color and the background for the message shall be one color.~~
- ~~(4) The message shall remain static at least two minutes before the next message appears. No part of the message shall give the appearance of movement.~~
- ~~(5) There shall be no transition between messages (i.e., no traveling, scrolling, dissolving, or fading)~~
- ~~(6) There shall be no more than one electronic message display per parcel of land.~~

~~(i)~~(i) Sandwich board signs may only be displayed during business hours. They shall be securely fastened to prevent any hazardous condition. No sign shall exceed 12 square feet in area on each face, nor 4 feet in height above finished grade.

~~(j)~~(j) Church bulletins may be directly illuminated/backlit or indirectly illuminated, except neon, and are limited to one sign per lot, six feet in height above finished grade, 16 square feet in area and must be at least eight feet from any other zoning lot.

~~(k)~~(k) Searchlights are not allowed in this district.

~~(l)~~(l) Construction signs for development on a lot, one sign not more than 32 square feet in area, indicating only the name of the contractors, engineers or architects and displayed only during the time of construction.

~~(m)~~(m) Banners. Banners displayed for a business or nonresidential use may be displayed for a limited period of time, not to exceed 30 days per 90 day period. Banners shall not exceed a cumulative of 32 square feet per parcel, nor 15 feet in height above finished grade. Any banner attached to or displayed on public property will require a no fee permit from the zoning administrator.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL  
OF THE CITY OF EVANSVILLE, WISCONSIN;**

This ordinance shall take effect upon its passage and publication as provided by law.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Dianne Duggan, Mayor

ATTEST:

\_\_\_\_\_  
Leah Hurtley, City Clerk

Introduced: 06/10/2024  
Adopted: 07/09/2024  
Published: \_\_/\_\_/2024

### Net and Gross Density in Dwelling Units per Acre

