

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 enough members of the City Council and Historic Preservation Commission may be present to constitute a “meeting” under Wisconsin statutes and this constitutes notice of any such meeting. 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, August 5th, 2025, 6:00 pm

AGENDA

1. Call to Order
2. Roll Call
3. Motion to Approve Agenda
4. Motion to waive the reading of the minutes from the July 1st, 2025 meeting and approve them as printed.
5. Civility Reminder
6. Citizen appearances other than agenda items listed.
7. Action Items
 - A. Motion to Approve Resolution 2025-16 Public Participation Plan
 - B. Public Hearing and Review of Conditional Use Permit Application CUP-2025-03 for Indoor Commercial Use (Tattoo Shop) on parcel 6-27-93 located at 15 W Main Street
 1. Review Staff Report and Applicant Comments
 2. Public Hearing
 3. Plan Commissioner Questions and Comments
 4. Motion with Conditions
 - C. Public Hearing and Review of Rezoning Application RZ-2025-03 to rezone parcels in the Windmill Ridge 2nd Addition subdivision from R-1 to R-2
 1. Review Staff Report and Applicant Comments
 2. Public Hearing
 3. Plan Commissioner Questions and Comments
 4. Motion with Conditions
 - D. Public Hearing and Review of Rezoning Application RZ-2025-01 to rezone certain parcels in the Capstone Ridge subdivision from R-1 to R-2
 1. Review Staff Report and Applicant Comments
 2. Public Hearing
 3. Plan Commissioner Questions and Comments
 4. Motion with Conditions

-Mayor Dianne Duggan, Plan Commission Chair

E. Review, Discussion, and Motion to Recommend Common Council Approve the Capstone Ridge Subdivision Development Agreement

8. Discussion

A. Housing Ad Hoc Committee

9. Community Development Report

10. Upcoming Meeting: September 2nd, 2025 at 6:00pm

11. Adjourn

-Mayor Dianne Duggan, Plan Commission Chair

**City of Evansville Plan Commission
Regular Meeting
Tuesday, July 1st, 2025, 6:00 p.m.**

MINUTES

1. Call to Order at 6:00pm.

2. Roll Call:

Members	Present/Ab sent	Others Present
Mayor Dianne Duggan	A	Colette Spranger, Community Development Director
Aldersperson Bill Lathrop	P	
Aldersperson Abbey Barnes	P	
Susan Becker	P	
John Gishnock	P	
Mike Scarmon	P	
Eric Klar	P	

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

4. Motion to waive the reading of the minutes from the June 3rd, 2025 meeting approve them as printed by Barnes, seconded by Klar. Approved unanimously.

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

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

7. Discussion Items.

A. Discussion and Motion to Recommend Approval of Ordinance 2025-03

Lathrop led a discussion regarding the use of the term "affordable" throughout the ordinance.

Consensus was reached to adjust the title of the ordinance to read "An Ordinance to Reimburse Building Permit Fees for Workforce Housing Projects and Expand Certain Commercial Uses." The specific rents set by WHEDA and HUD for 2025 were removed from the text and instead referenced generally as something set by WHEDA and HUD.

Klar asked what other municipalities do to reduce costs. Spranger replied that often reducing parking requirements or reimbursing zoning costs to allow housing were the most common, but Evansville already waives parking requirements in the downtown and has long allowed residential use on upper levels by right. That leaves Evansville with fewer options to meet WHEDA's requirement that the municipality provide measurable cost savings.

8. Discussion

A. Housing Ad Hoc Committee

Becker and Lathrop suggested a group to direct zoning code changes that reflect the future land use plan. Lathrop would like to see the development of a community land trust and for relationships with developers to improve. Becker voiced support for expanding social services in needed. Gishnock voiced support for an ad hoc group to have a deliverable and asked if it would have a sunset date, or if it would run indefinitely.

9. Community Development Report. Spranger gave updates about community developments, including ongoing work to assist residents and contractors after the April hailstorm and development updates for Culver's and Kwik Trip.

10. Next Meeting Date: Tuesday, August 5th, 2025 at 6:00 p.m.

11. Adjourn. 7:22 PM

**CITY OF EVANSVILLE
RESOLUTION #2025-16**

***A Resolution for A Public Input Process and Recommendation for Amendment of the City of
Evansville, WI Smart Growth Comprehensive Plan***

The Plan Commission along with the Common Council of the City of Evansville, Rock County, Wisconsin, do hereby resolve as follows:

SECTION 1. The City of Evansville, Wisconsin, adopted the *City of Evansville, WI Smart Growth Comprehensive Plan* in June of 2005, and most recently updated in September of 2023 in compliance with Wisc. Stats. s 66.1001(1)(a) and 66.1001(2.)

SECTION 2. City staff, working under the direction of the Plan Commission, has prepared a proposed amendment to *City of Evansville, WI Smart Growth Comprehensive Plan*.

SECTION 3. The Plan Commission along with the Common Council will follow a process to gather public input through a public hearing conducted by the Plan Commission.

SECTION 4. The Plan Commission will conduct a public hearing in compliance with Wisc. Stats. s.66.1001(4)(d), regarding the proposed *City of Evansville, WI Smart Growth Comprehensive Plan Amendment*.

SECTION 5. The proposed amendment is found by city staff to be consistent with the remaining sections of the adopted *City of Evansville, WI Smart Growth Comprehensive Plan*.

SECTION 6. The proposed amendment, together with the adopted *City of Evansville, WI Smart Growth Comprehensive Plan*, contain all of the elements set forth in Wisc. Stats. 66.1001(2)

SECTION 7. The Plan Commission hereby approves a Resolution recommending that the Common Council adopt the Public Input Plan. Following a public hearing and final approval of Application CP-2025-01, Plan Commission recommends Common Council, through an ordinance, amend the *City of Evansville, WI Smart Growth Comprehensive Plan*.

SECTION 8. The Common Council hereby approves a Resolution describing a public input process to gather public comments through a public hearing conducted by the Plan Commission and acknowledges Plan Commission's recommendation.

Passed and approved this 5th day of August, 2025.

Dianne Duggan, Mayor and Plan Commission Chair

ATTEST:

Leah Hurtley, Clerk



APPLICATION FOR CONDITIONAL USE PERMIT – STAFF REPORT

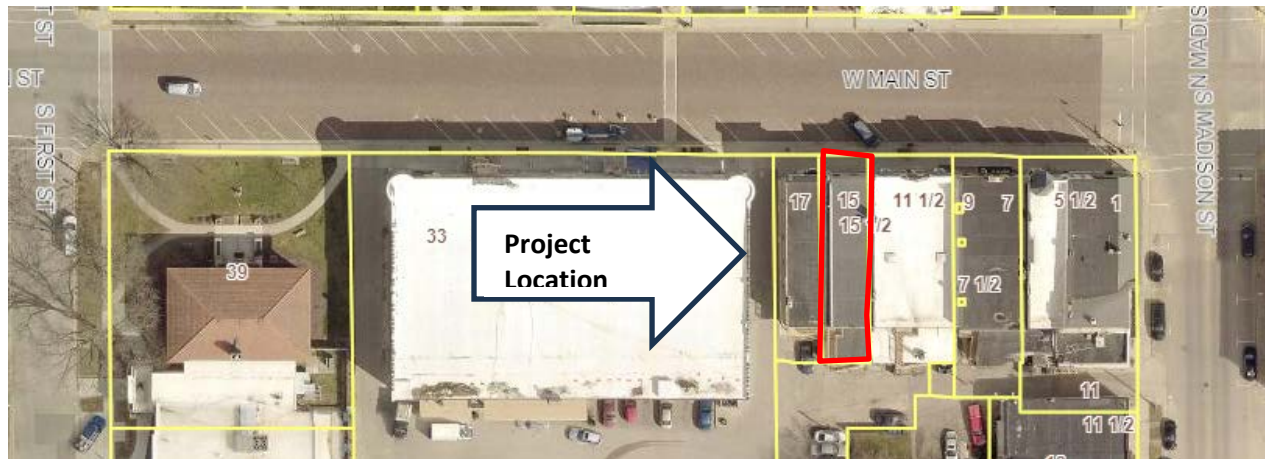
Application: CUP-2025-03

Applicant: Justin Drogsvold/Another One in the Skin Tattoos

Parcel 6-27-93

August 5th, 2025

Prepared by: Colette Spranger, Community Development Director
 Direct questions and comments to: C.spranger@evansvillewi.gov or 608-882-2263



Location: 15 W. Main Street

Description of request: The applicant is requesting to operate a tattoo parlor called Another One in the Skin. The applicant is seeking conditional use permit approval to allow an Indoor Commercial Entertainment use on parcel 6-27-93 within the B-2 zoning district, addressed at 15 W. Main

Existing/Prior Uses: This location was most recently home to Land and Lifestyle Properties and has been vacant for a few months.

Staff Analysis of Request:

The City is keen to encourage business in the downtown that generates foot traffic and encourages customers to visit multiple businesses within the same trip. Tattoo appointments are often long and could generate trips to nearby restaurants and the coffee shop across the street.

The applicant is asking for a waiver for parking requirements due to the shop's location in the B-2 zoning district. Additional parking is also available in the municipal parking lot at the back of the building.

Staff would like to address concerns that have been submitted by members of the public. Small issues concerning proper trash placement and a bench on the City sidewalk were immediately addressed by the business owner. The police department reported that while a noise complaint was called in, an officer on duty did not find the complaint credible.

A sign permit was pulled for the window signs. The applicant is reminded to remove the neon "tattoo" shop sign

Initially, the owner intended to be open until 11pm, which prompted concern from neighboring businesses and residents. The business owner offered to adjust the hours to 9pm, which staff finds reasonable. The only other business that has hours that late on that block of West Main Street is Lovegood's Coffee and Cocktails, which is open until 9pm on Wednesday, 10pm on Thursday, and 11pm Friday and Saturday.

Staff has verified with the business owner and with the Rock County Health Department that the business has received proper licensing for operating a tattoo shop. Two issues were identified - one of the practitioners didn't have their license from the state yet, so only Mr. Droegsvold is allowed to tattoo. They are also to change out the acoustical type ceiling tiles above the work chairs with smooth tiles. This licensing will involve regular inspections and Rock County will follow up on the noted issues.

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

1. **Consistency of the use with the comprehensive plan.** The proposed use in general and in this specific location is consistent with the city's comprehensive plan of September 2023.
Staff Comment: Policies in the Comprehensive Plan provide support for variety and diversification of uses in its historic downtown.
2. **Consistency with the City's zoning code, or any other plan, program, or ordinance.** The proposed use in general and in this specific location is consistent with City's zoning code, or any other plan, program, or ordinance, whether adopted or under consideration pursuant to official notice of the city.
Staff comment: The proposed use is consistent with the City's zoning code and other plans, programs, and ordinances.
3. **Effect on nearby property.** The use will not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the City's zoning code, the comprehensive plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the city.
Staff Comment: The applicant states that the business hours will be Monday through Saturday, 10:30am to 9:00pm.
4. **Appropriateness of use.** The use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
Staff Comment: There are other similar uses within the downtown area that have operated without issue.
5. **Utilities and public services.** The use will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities, or services provided by the City or any other public agency serving the subject property.

Staff Comment: the property is currently served by public utilities

Required Plan Commission conclusion: Section 130-104(3)(f) of the Municipal Code requires the Plan Commission to determine whether the potential public benefits of the 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 Indoor Commercial Entertainment per section 130-408 on parcel 6-27-93 located at 15 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 10am and no later than 9pm.*
- 2) The business operator shall obtain and maintain all City, state, and county permits and licenses as may be required.*
- 3) Address licensing and ceiling tile issues identified by Rock County Health Department at its July 21st, 2025 inspection.*
- 4) Any substantial changes to the business model shall require a review of the existing conditional use permit.*
- 5) Any changes to signage, outdoor lighting, and/or building façade are subject to approval from the Historic Preservation Commission. "Tattoo" neon sign to be moved from the front window.*
- 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.*



APPLICATION FOR REZONE – STAFF REPORT

Application No.: RZ-2025-03

Applicant Grove Partners LLC

Parcels: 6-27-559.5444A and 6-27-559.5444C

August 5, 2025

Prepared by: Colette Spranger, Community Development Director

Direct questions and comments to: c.spranger@evansvillewi.gov or 608-882-2263



Location: All lots in the Windmill Ridge 2nd Addition Subdivision

Description of request: An application to rezone parcels 6-27-559.5444A and 6-27-559.5444C from R-1 Residential District One to R-2 Residential District 2 has been submitted for consideration by the Plan Commission.

Note: this land has been approved for further subdivision into eight lots. The developer is still working on recording these lots, which has been delayed due to a lack of personnel at the Plat Review office at the State of Wisconsin. This rezoning will run with the land and will transfer to all lots created through that plat.

Existing and Proposed Zoning: The parcels are currently zoned R-1 Residential District One. The applicant proposes R-2 Residential District Two. The applicant intends to build single family homes, but the proposed zoning gives the applicant flexibility to build duplexes according to the wishes of potential buyers. This would also give future owners of any duplex built to split the lot along the common wall. (This is commonly called a zero lot line CSM.) This rezoning is also a requirement of the development agreement reached with the City, a document that has been previously approved by both Plan Commission and Common Council.

Consistency with the City of Evansville Comprehensive Plan and Municipal Code: This area is existing land use as depicted on the Comprehensive Plan for this parcel is Planned Neighborhood, which denotes a mixed residential neighborhood of medium to high density single and two family homes. R-2 is a suggested implementing zoning district of the comprehensive plan. In staff's opinion, the proposed zoning map amendment is thoroughly consistent with the Future Land Use Map of the Comprehensive Plan.

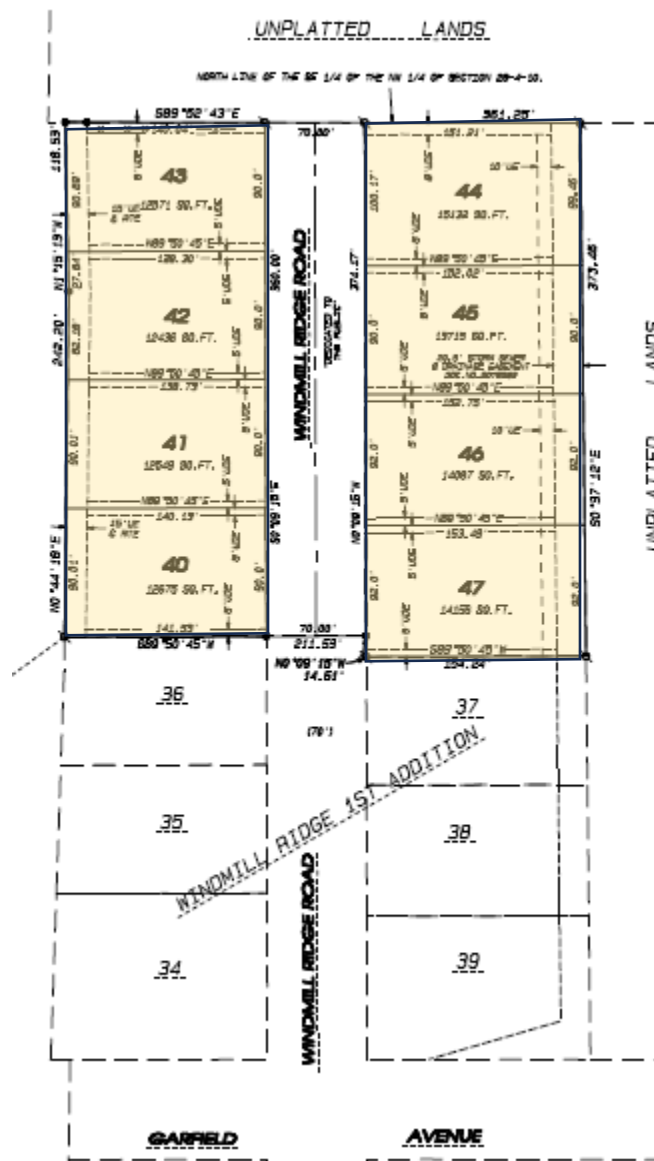
Staff Recommended Motion: *Motion to recommend Common Council approve Ordinance 2025-06, Rezoning Territory Subdivision from Residential District One (R-1) to Residential District 2 (R-2) in the Windmill Ridge 2nd Addition Subdivision.*

CITY OF EVANSVILLE
ORDINANCE # 2025-04

**An Ordinance Rezoning Territory from Residential District One (R-1)
to Residential District One (R-2) in the Windmill Ridge 2nd Addition Subdivision**

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

SECTION 1. Zoning Classification. In accordance with Section 130-171 to 130-176, Evansville Municipal Code, Section 62.23(7)(d)2 of the Wisconsin State Statutes and upon recommendation of the Plan Commission and the findings of the Common Council that such zoning district change is in the best interest of the City, and all necessary notices having been given, and the required public hearing having been held, and the Plan Commission having made its recommendation of approval in writing to the Common Council, that the zoning classification of Lots 40 through 47 in the Windmill Ridge 2nd Addition subdivision plat be changed from Residential District One (R-1) to Residential District One (R-2) The area to be rezoned is indicated on the map below:



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

District Two (R-2).

SECTION 3. Severability. If any provision of this Ordinance is invalid or unconstitutional, or if the application of the Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

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

Passed and adopted this _____ day of _____, 2025.

Dianne C. Duggan, Mayor

ATTEST:

Leah L. Hurtley, City Clerk

Introduced: 8/5/2025
Notices published: 7/24/2025, 7/29/2025
Public hearing held: 08/05/2025
Adopted: _____
Published: (within 10 days of adoption)

Sponsor: This ordinance was initiated by a landowner application for a zoning map amendment.

Drafted on 8/1/2025 by Colette Spranger, Community Development Director

**APPLICATION FOR REZONE – STAFF REPORT****Application No.:** RZ-2025-01**Applicant:** S&P Holdings and Pine Knoll Farms**Parcels:** see below**January 7, 2024**

Prepared by: Colette Spranger, Community Development Director

Direct questions and comments to: c.spranger@evansvillewi.gov or 608-882-2263**Location:** Capstone Ridge Subdivision**Description of request:** An application to rezone the 50 lots and 2 outlots listed below has been submitted for consideration by the Plan Commission.

Lot #	Parcel #	Lot #	Parcel #	Lot #	Parcel #
47	6-27-294.1047	65	6-27-294.1065	91	6-27-294.1091
48	6-27-294.1048	66	6-27-294.1066	92	6-27-294.1092
49	6-27-294.1049	67	6-27-294.1067	93	6-27-294.1093
50	6-27-294.1050	68	6-27-294.1068	94	6-27-294.1094
51	6-27-294.1051	69	6-27-294.1069	95	6-27-294.1095
52	6-27-294.1052	70	6-27-294.1070	96	6-27-294.1096
53	6-27-294.1053	71	6-27-294.1071	97	6-27-294.1097
54	6-27-294.1054	72	6-27-294.1072	98	6-27-294.1098
55	6-27-294.1055	73	6-27-294.1073	99	6-27-294.1099
56	6-27-294.1056	74	6-27-294.1074	100	6-27-294.1100
57	6-27-294.1057	75	6-27-294.1075	119	6-27-294.1119
58	6-27-294.1058	76	6-27-294.1076	120	6-27-294.1120
59	6-27-294.1059	77	6-27-294.1077	121	6-27-294.1121
60	6-27-294.1060	86	6-27-294.1086	122	6-27-294.1122
61	6-27-294.1061	87	6-27-294.1087	OL3	6-27-294.1000B
62	6-27-294.1062	88	6-27-294.1088	OL4	6-27-294.1000A
63	6-27-294.1063	89	6-27-294.1089		
64	6-27-294.1064	90	6-27-294.1090		

Existing and Proposed Zoning: These 49 lots and 2 outlots are currently zoned R-1 Residential District One. The applicant proposes R-2 Residential District Two in order to allow duplexes to be built by right instead of through a conditional use permit.

Staff would like to note that duplexes can still be built on these lots if the Developer applies individually for each one through with a Conditional Use Permit (also known as a CUP). CUPs only need to go to Plan Commission for approval. There is still a public hearing process involved to issue a CUP.

The Wisconsin state legislature passed Act 67 in 2017. Because of this, local governments are limited in their ability to deny a conditional use permit. Substantial evidence must be given to deny a conditional use permit. Substantial evidence does not include personal preferences or speculation, and must include reasonable conditions based on facts. In short, an applicant agreeing to meet all the reasonable conditions put forward by a governing body must be granted a conditional use permit.

The main difference between a duplex allowed by right through R-2 zoning versus a CUP is that the City only allows zero lot line CSMs (duplexes legally split along a shared wall) within the R-2 zoning district. This would enable owner occupied units. Owner occupied units are still possible for duplexes outside the R-2 zoning district, but this would need to be accomplished through a condominium plat. Without the R-2 zoning, most of the duplex units built would likely be rentals.

The amount of rental housing in the City's housing stock has decreased when tracked over the past 15 years. Either more affordable owner-occupied units or an increase in rental housing would be welcome.

Staff note that the R-2 zoning district does not require that all new housing units be two family; it merely enables them by right. The developers could still build single family if desired. However, one of the reasons the developers are seeking more duplexes is that it increases the revenue that would offset infrastructure costs necessary to finish this development, which are significant. The other reason is that duplex units can be sold for a lower price than the traditional single family home, and Evansville has a need for attainably priced housing units.

Other concerns shared by members of the public leading up to this meeting include:

- **Water/East Main Intersection:** some are concerned about the increased traffic burdens at the Water and East Main Street intersection. Average Daily Traffic counts taken by the Wisconsin DOT have reported ~7,500 daily trips around this location in 2023. This is a decrease from 8,100 trips in 2019 and 7,900 trips in 2016. Still, as Water Street serves as the City's designated truck route, staff acknowledges certain times of the day can have a delay for those trying to enter onto Main Street. The police department reports that previous requests from the City to the DOT for a signalized intersection were denied, citing proximity to the nearby County Road M/US Highway 14 intersection. One major benefit the City sees in allowing this development to go through is completing the connection to Cemetery Road. This would allow an alternate route for northbound traffic out of Evansville. This is likely to lessen dependency on Main Street/Highway 14.
- **Covenants.** Several homeowners have shared documents outlining covenants and other self-imposed regulations originally organized when the development was first built. The City is not party to that document; it is an agreement between private entities.

Development Agreement

Plan Commission is also reviewing a development agreement for this project, which will cover responsibilities for public improvements, sidewalks, stormwater management, and other development necessities related to new residential construction. The City Engineer is satisfied that the proposed stormwater ponds will satisfy the City's and State's requirements for stormwater management.

Previous discussion by Plan Commission included if the City should consider waiving park fees as an incentive to complete the road and utility systems that have sat neglected for decades by the previous developer. Staff reports back to Plan Commission and to Common Council that neither party, nor staff,

can waive fees per state law. However – upon completion of the water main loop and road extension of Exodus Pass to Cemetery Road, the City can reimburse the Developer. Currently the City is suggesting reimbursement of up to \$250,000.

Prior Ordinance Readings and Public Notice

Public notices and hearings were re-noticed as a courtesy to neighbors within 250 feet of the subject properties, some of whom reported not receiving the original notices that were mailed out December 27, 2024. Class II public hearings were supposed to be posted in the Janesville Gazette on December 23rd and December 30th, 2024, and instead were posted in the Beloit Daily News, which is not the City's paper of record. For these reasons public notice was sent out again.

As a result, Ordinance 2025-04 will be read again at Common Council and re-voted on at the August 12th, 2025 meeting.

Consistency with the City of Evansville Comprehensive Plan and Municipal Code: The proposed zoning map amendment is thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. The future land use of this area is listed as "Established Neighborhood", with the R-2 district as a recommended implementing district. This would be an example of "upzoning", or allowing higher densities of housing in an area originally planned for primarily single family use. Upzoning has been recommended by the League of Wisconsin Municipalities as a way to encourage housing growth. R-2 zoning was also chosen for lands recently platted west of this site along Exodus Pass.

Staff Recommended Motions for Items 7D and 7E:

Plan Commission recommends that Common Council approve Ordinance 2025-04.

Plan Commission recommends that Common Council approve the 2025 Final Land Divider's Agreement for Capstone Ridge.

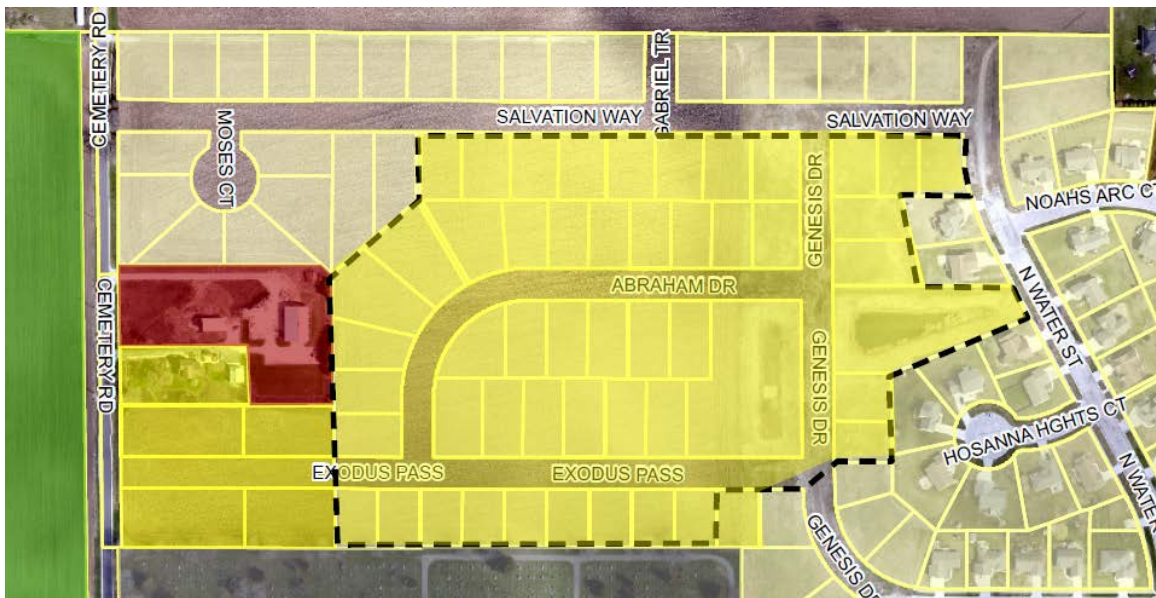
CITY OF EVANSVILLE
ORDINANCE # 2025-04

**An Ordinance Rezoning Territory from Residential District One (R-1)
to Residential District One (R-2) in the Capstone Ridge Subdivision**

On Parcels		
6-27-294.1047	6-27-294.1065	6-27-294.1090
6-27-294.1048	6-27-294.1066	6-27-294.1091
6-27-294.1049	6-27-294.1067	6-27-294.1092
6-27-294.1050	6-27-294.1068	6-27-294.1093
6-27-294.1051	6-27-294.1069	6-27-294.1094
6-27-294.1052	6-27-294.1070	6-27-294.1095
6-27-294.1053	6-27-294.1071	6-27-294.1096
6-27-294.1054	6-27-294.1072	6-27-294.1097
6-27-294.1055	6-27-294.1073	6-27-294.1098
6-27-294.1056	6-27-294.1074	6-27-294.1099
6-27-294.1057	6-27-294.1075	6-27-294.1100
6-27-294.1058	6-27-294.1076	6-27-294.1119
6-27-294.1059	6-27-294.1077	6-27-294.1120
6-27-294.1060	6-27-294.1086	6-27-294.1121
6-27-294.1061	6-27-294.1087	6-27-294.1122
6-27-294.1062	6-27-294.1088	6-27-294.1000B
6-27-294.1063	6-27-294.1089	6-27-294.1000A
6-27-294.1064		

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

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



- Proposed for Rezone to R-2
- R-1 Residential District 1
- R-2 Residential District 2

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

SECTION 3. Severability. If any provision of this Ordinance is invalid or unconstitutional, or if the application of the Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION 4. Effective Date. This Ordinance shall take effect upon its passage and publication as provided by law and upon a new Development Agreement for the remainder of Capstone Ridge signed by both parties.

Passed and adopted this _____ day of _____, 2025.

Dianne C. Duggan, Mayor

ATTEST:
Leah L. Hurtley, City Clerk

Introduced: 07/8/2025
Notices published: 7/24/2025, 7/29/2025

Public hearing held: 08/05/2025

Adopted: _____

Published: (within 10 days of adoption)

Sponsor: This ordinance was initiated by a landowner application for a zoning map amendment.

Drafted on 1/3/2025 by Colette Spranger, Community Development Director

Last updated on 8/1/2025.

2025 FINAL LAND DIVIDER'S AGREEMENT FOR CAPSTONE RIDGE

This Agreement made this ____ day of _____, 2025, between S&P Land Holdings 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, the Capstone Ridge subdivision, City of Evansville, Rock County, Wisconsin, is comprised of 137 lots, 53 of which were developed;

WHEREAS, the Developer owns or is responsible for providing infrastructure for the 84 undeveloped lots legally described in Appendix A;

WHEREAS, the above-described land is presently zoned R-1 Residential District One and R-2 Residential District Two;

WHEREAS, Developer desires to develop the above-described land for residential purposes within the hereinafter called the "Subdivision";

WHEREAS, the previous land divider's agreement for this Subdivision expired in 2011;

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, this document supersedes and replaces the "Final Land Divider's Agreement for Capstone Ridge", signed on May 10, 2005, and any of its amendments, the last of which was signed and approved on November 11, 2011;

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. 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.
- C. 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 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 shall be 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.

D. Housing Type and Density.

1. It is the intent of all parties that lots zoned R-2 will be developed for duplex housing. The Subdivision shall contain no more than 54 lots used for duplex housing

E. Advertising Signs. Developer agrees that any temporary signs placed anywhere in the Subdivision to advertise the Subdivision shall comply with Article X of Chapter 130 of the Evansville Municipal Code.

F. Construction Trailers. Small construction trailers may be located at the Subdivision on a temporary basis during the construction of the improvements described in Article III of this Agreement.

G. Grading, Erosion and Silt Control.

1. Developer agrees to submit a plan for the maintenance and disposition of on-site topsoil.
2. Prior to commencing site grading, Developer shall submit for approval by the City Engineer a grading plan. The plan shall provide sufficient control of the site to prevent siltation downstream from the site. Developer shall provide to the City written certification from the Developer's engineer that the plan, in its execution, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including provision for notification of land disturbance to the State of Wisconsin Department of Natural Resources.
3. Developer shall cause all grading, excavation, open cuts, and site slopes and other land surface disturbances to be mulched, seeded, sodded or otherwise protected so that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications on file with the City Clerk's office.
4. Developer shall immediately place effective erosion control procedures along downslope areas and along sideslope areas as required to prevent or reduce erosion where erosion during construction will result in a loss of soil to waters of the state, public sewer inlets or off-site. During the period of construction at a site, all erosion control procedures necessary to meet the performance standards of Wisconsin 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.

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

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 of construction 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 Outlots 3 and 4, Lots 13-17, 69-70, 98-100, and 119-122, plus public improvements necessary to service the lots listed in paragraph C of this Article.
 2. Phase II shall be comprised of Lots 47-58 and 92-97.
 3. Phase III shall be comprised of Lots 59-68 and 86-91.
 4. Phase IV shall be comprised of Lots 1-12, and 71-85.
- C. Lots owned by others. Undeveloped adjacent parcels not owned by the Developer are dependent on public improvements, including stormwater improvements, that are outlined in this Agreement. The City acknowledges the Developer has entered a separate agreement with the owner of those lots, and that the Developer bears the responsibility of public improvements serving those lots. The letter of credit for Phase I shall include funds to cover that portion of public infrastructure needed to develop the lots listed below. These lots are numbered as follows:
- | | |
|--------------------------|---------------------------|
| • Lot 10 (6-27-294.1010) | • Lot 18 (6-27-294.1018) |
| • Lot 11 (6-27-294.1011) | • Lot 19 (6-27-294.1019) |
| • Lot 59 (6-27-294.1059) | • Lot 43 (6-27-294.1043) |
| • Lot 60 (6-27-294.1060) | • Lot 44 (6-27-294.1044) |
| | • Lot 45 (6-27-294.1045) |
| | • Lot 46 (6-27-294.1046) |
| | • Lot 116 (6-27-294.1116) |
| | • Lot 117 (6-27-294.1117) |
| | • Lot 118 (6-27-294.1118) |
- D. 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.
 2. For the second phase, after all plans for the remainder of the plat have been approved and the latter of completion of either the first phase, or completion of the first lift of asphalt referenced in Article III, Section G, for all public streets within Phase I of the Subdivision, and as-built drawings have been submitted as referenced in Article V, Section A and B.
 3. For subsequent phases, after the latter completion of the first lift of asphalt as referenced in Article III, Section G, for all public streets within Phase II of the Subdivision, and as built drawings have been submitted as referenced in Article V, Section A and B.

ARTICLE III. Public Improvements.

- A. Public Improvements. As used in this Agreement, the term "Public Improvements" shall mean the water distribution system, sanitary 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. To construct, install, furnish, and provide water main along the east side of Cemetery Road to connect the water main at the west end of Salvation Way to the 10-inch water main at the south end of Cemetery Road as part of Phase II as identified in Article II of this Agreement. In exchange for this investment by Developer, the City has not and will not ask Developer to pay any part of the cost of the future reconstruction of Cemetery Road.
 - 4. 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.
 - 5. The City shall issue no building permits for any lots in Phase II identified in Article II of this Agreement until the water main along the east side of Cemetery Road from Exodus Pass (or as renamed) to its current extent near the entrance of Maple Grove Cemetery has been completed and accepted by the City.
 - 6. The water main loop described above shall be completed by December 31, 2030. The Developer can request from the City, in writing, up to four separate six month extensions to the December 31, 2030 water main construction deadline. The City, in its sole and absolute discretion, can either grant or deny said extension requests.

Under no circumstances will the deadline be any later than December 31, 2032.

7. The City shall issue no building permits for any lots in the Phase IV identified in Article II of this Agreement until the water main along the east side of Cemetery Road from Salvation Way to its current extent has been completed and accepted by the City.
8. Upon full completion of the water main loop as described in this section, and upon completion of the trail as described in Section I of this Agreement, the City shall reimburse the Developer \$250,000 or the actual cost of the water main loop if less.

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. The City shall issue no building permit for any lot until the sanitary sewer serving such lot has been accepted by the City.
5. In order to be served by public sanitary sewer, Lots 1, 2, 3, 4, 80, 81, 82, 83, 84, and 85 may be required to have privately maintained grinder pumps installed, depending on the lowest floor elevation of the dwelling unit built on the lot. The Developer shall document this requirement as needed in a deed restriction, and record the deed restriction with the Rock County Register of Deeds.

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. The City shall issue no building permit for any of the lots in Phase I and II until the entirety of the stormwater pond on Outlot 3, with a minimum 12-inch overflow pipe under Exodus Pass (or as renamed) to Cemetery Road, as shown in Plans and Specifications has been completed and accepted by the City. The maximum size of the pipe to be determined by modeling to not inundate kettle area nor overwhelm existing ditching/culverts on Cemetery Road.

3. Said stormwater pond shall have a drawdown device to leave ponds with 5-7 feet of pooled water prior to sediment removal.
4. In the event of a 100-year storm, Developer shall guarantee the pond level will maintain a minimum 2 foot freeboard at the lowest building opening on existing and proposed homes.
5. Developer shall maintain roads free from mud and dirt from construction of the Subdivision.
6. 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.
7. 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.
8. 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.
9. Contractors who grade individual lots must follow industry standards. Developer shall re-grade areas as directed by the City if subsequent grading is not done to industry standards and interferes with the flow of surface water as specified in the grading plan.
10. 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.
11. 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 plans and specifications which are kept on file at City Hall. 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.

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

H. Park and Recreation Land Dedication.

The developer's obligation for the dedication of park land will be based on the city parkland fee per lot in effect at the time of execution of this Agreement, wherein a single family lot owes \$1,280.64 per unit and a duplex or multifamily unit owes \$960.45 per unit (as of May 31, 2025).

1. Parkland dedication fees to be paid in full upon execution of this Agreement.
2. The Developer is not responsible for fee-in-lieu of park and recreation lands for the lots listed in paragraph C of Article II.

I. 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 and on connecting sidewalk between Salvation Way and Abraham Drive (or as renamed)
2. Sidewalks may be installed on a lot by lot basis at the grade shown on the approved construction drawings. Construction drawings shall show sidewalk elevation.
3. When 80% of the lots on the block face are occupied by completed houses, Developer shall install all sidewalk on a block face where sidewalk is specified within one (1) year.
4. 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.
5. Developer shall provide City with a permanent 15' easement for a recreational trail on north side of Lots 1 through 18.
6. Developer shall provide the City with copies of a deed restriction disclosing the easement for Lots 1 through 18. Developer shall record each deed restriction with the Rock County Register of Deeds.
7. Developer shall construct, furnish, install, and provide eight-foot wide asphalt bicycle and pedestrian paths on said easements on Lots 1 through 18.
8. Developer shall complete the bicycle and pedestrian paths by phase and to present them for acceptance by the City, provided, however, that all such paths must be completed and presented for acceptance by the City no later than the end of the calendar year in which Developer begins constructing improvements for Phase IV identified in Section III of this Agreement, and that the City shall issue no building

permit for lots in the Subdivision after said deadline until all such paths have been accepted by the City.

9. The trails described in this Section I described above shall be completed by December 31, 2030. The Developer can request from the City, in writing, up to four separate six month extensions to the December 31, 2030 trail construction deadline. The City, in its sole and absolute discretion, can either grant or deny said extension requests. Under no circumstances will the deadline be any later than December 31, 2032.

J. Electrical System.

1. Developer shall notify the Evansville municipal utility 90 (ninety) days in advance for an estimate to install the electric system in the Subdivision. The 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 transformers themselves, within ten (10) days of receiving the estimate from the utility. Installation will be done in sub-phases as close as practical to the sub-phases for the other Public Improvements.
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.

K. 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 two street trees or one tree every 40 to 60 feet, whichever is greater, in accordance with City code, in the terrace of each lot. Trees shall be of a variety and caliper size approved by the City before an occupancy permit is issued for the house on each lot. Developer shall 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 City to assure that the plantings will not impact underground utilities.

- L. 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.

M. 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. 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
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.

N. 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. When the Developer has completed all public infrastructure requirements, the City Engineer shall perform a walk through of the site with the Developer and assess public infrastructure for completeness. 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.

O. 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 and to pay the City's or municipal utility's costs of constructing, furnishing, installing, and providing such public improvements under this Agreement. If it is necessary to incur an additional cost not explicitly mentioned in this Agreement in order for Developer to fulfill any obligation of the Developer under this Agreement, Developer agrees the Developer is

obligated to pay such cost.

C. Irrevocable Letters of Credit or Bond.

1. For each phase or sub-phase, Developer shall file with the City Clerk (i) a letter or bond 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 or bond that meets the requirements of the preceding paragraph.
3. The City Engineer shall determine the amount of each irrevocable letter of credit or bond based on the scope of the Public Improvements for the phase or sub- phase.
4. The irrevocable letter of credit or bond 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 or bond, 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 or bond 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 or bond 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 or bond from the City Administrator to the lending institution that issued such letter of credit agreeing to such reduction.

ARTICLE V. Dedication and Acceptance.

- A. "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.

- B. 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.
- C. City Responsibility. The City is under no obligation to perform repairs or maintenance on the Public Improvements until accepted by the City. Trash and garbage removal service and snow removal will be provided by the City for each phase or sub-phase upon the issuance of the first occupancy permit in each such phase or sub-phase.
- D. Dedication. Developer shall, without charge to the City, upon completion by phases or sub-phases of all Public Improvements, unconditionally give, grant, convey and fully dedicate the same to the City, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, all structures, mains, conduits, pipes, lines, equipment and appurtenances which may in any way be part of or pertain to such Public Improvements and together with any and all necessary easements for access thereto. After such dedication, the City shall have the right to connect or integrate other sewer or water facilities with those facilities provided hereunder as the City decides, with no payment or award to, or consent required of, Developer. Dedication by Developer shall not constitute acceptance of any improvements by the City; Developer shall be responsible for all maintenance of Public Improvements serving the phase or sub-phase until accepted by the City.
- E. Acceptance. 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. 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.
- 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 occupancy permit shall be issued by the City for any lot until the first lift of asphalt has been installed on the street adjoining said lot.
- G. No occupancy permit shall be issued by the City for any lot until the stormwater management practices serving such lot have been completed and accepted by the City.
- H. No occupancy permit shall be issued by the City until required street trees and sidewalks are installed or costs of such installations have been escrowed with the City.
- I. The City reserves the right to withhold issuance of any and all building and/or occupancy permits if Developer is in violation of this Agreement.

ARTICLE VII. Default and Remedies.

- A. Events of Default. As used in this Agreement, the term "Event of Default" shall include, but not be limited to any of the following:
 - 1. Failure by the Developer to pay the City any fees, charges or reimbursement required to be paid under this Agreement.
 - 2. Failure by the Developer to commence and complete the construction of any Public Improvements pursuant to the terms of this Agreement.
 - 3. Failure by the Developer to maintain an irrevocable letter of credit adequate to complete the Public Improvements of any phase or sub-phase pursuant to Article IV.
 - 4. Failure by the Developer 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.
- 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.
- 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 nonexclusive list of acts or omissions of Developer:
1. Negligent performance of this Agreement.
 2. Negligent construction or operation of improvements covered under this Agreement.
 3. Violation of any law or ordinance.
 4. The infringement of any patent trademark, trade name or copyright.
 5. Use of public street improvements prior to their dedication and formal acceptance by the

City.

6. In any case where judgment is recovered against the City for any one or more of the foregoing acts or omissions of Developer, if notice and opportunity to defend has been delivered to Developer of the pendency of the suit, within ten (10) days after the City has been served with the same, the judgment shall be conclusive of Developer and not only as to the amount of damages, but also as its liability to the City, provided such judgment has become final and all rights of appeal have been exhausted, or if no appeal has been filed, all appeal periods have expired.
 7. Developer shall name as additional insured on its general liability insurance the City, its trustees, officers, agents, employees and independent contractors hired by the City (including without limitation the City Engineer) to perform services with respect to this Agreement and give the City evidence of the same upon request by the City.
 8. Developer shall furnish a completed Appendix B prior to start of construction by any entity retained by or used by the Developer to fulfill the Developer's obligations under the Agreement.
- I. Heirs and Assigns. This Agreement is binding upon Developer, owners, guarantors, their respective heirs, successors and assigns, and any and all future owners of the subject lands.
 - J. 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.
 - K. 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:
 S&P Land Holdings LLC
 PO Box 617
 Evansville, WI 53536

To City:
 City Administrator
 31 S. Madison St.
 P.O. Box 529
 Evansville, WI 53536
 - L. 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 written consent of City; such consent shall not be unreasonably withheld.

By:

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

CITY OF EVANSVILLE

Mayor Date:_____

City Clerk Date:_____

(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)
Andrew Phillips

_____(SEAL)
Seth Schulz

State of Wisconsin
County of Rock

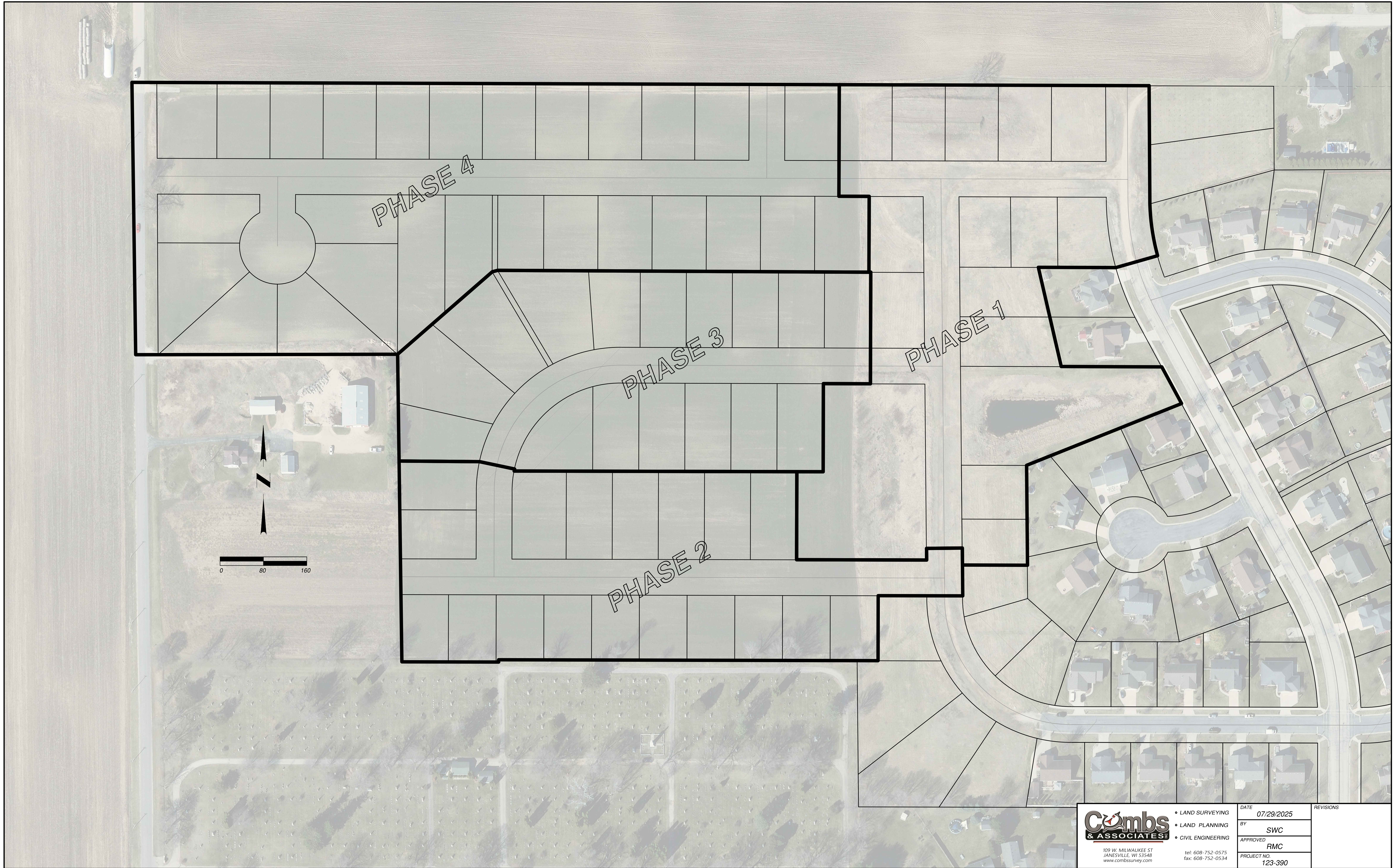
Signature of Notary Public

Printed Name

My Commission Expires:_____

APPENDIX A

Lots 1 through 19, 43 through 100, and lots 116 through of 122 of the Capstone Ridge Subdivision, City of Evansville, County of Rock, State of Wisconsin



Combs & Associates <small>109 W. MILWAUKEE ST. JANESVILLE, WI 53548 www.combsurvey.com</small>	• LAND SURVEYING	DATE	07/29/2025	REVISIONS
	• LAND PLANNING	BY	SWC	
	• CIVIL ENGINEERING	APPROVED	RMC	
		PROJECT NO.	123-390	

PHASING MAP

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 Capstone Ridge 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 S&P Land Holdings LLC, (the "Developer") and the City. 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.
- 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-feet 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.

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:
