

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, February 3rd, 2026, 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 January 6th, 2026 meeting and approve them as printed.
5. Civility Reminder
6. Citizen appearances other than agenda items listed.
7. Action Items
 - A. Public Hearing, Review, and Motion for Site Plan Application SP-2026-01 and Conditional Use Permit Application CUP-2026-02 for a financial institution with a drive-through window on parcel 6-27-125 (50 Union Street)
 1. Review Staff Report and Applicant Comments
 2. Public Hearing
 3. Plan Commissioner Questions and Comments
 4. Motion with Conditions
 - B. Review and Motion for Land Division Application LD-2026-01 for a Final Certified Survey Map on parcels 6-27-896, 6-27-904, and 6-27-905.
 1. Review Staff Report and Applicant Comments
 2. Plan Commissioner Questions and Comments
 3. Motion with Conditions
 - C. Review and Motion for Land Division Application LD-2026-02 for a Preliminary and Final Certified Survey Map on parcels 6-27-590.1 and 6-27-592
 1. Review Staff Report and Applicant Comments
 2. Public Hearing
 3. Plan Commissioner Questions and Comments
 4. Motion with Conditions
 - D. Public Hearing, Review, and Motion for Site Plan Application SP-2026-02 and Conditional Use Permit Application CUP-2026-03 for a community-based residential

-Mayor Dianne Duggan, Plan Commission Chair

facility on parcel 6-27-559.5170 (to be addressed at 725 Porter Road)

1. Review Staff Report and Applicant Comments
2. Public Hearing
3. Plan Commissioner Questions and Comments
4. Motion with Conditions

E. Public Hearing, Review, and Discussion on Ordinance 2026-01

1. Review Staff Report
2. Plan Commissioner Questions and Comments
3. Motion

F. Discussion and Motion to Recommend Common Council Sign Contract with Municipal Code Enforcement LLC

8. Discussion

A. Types of Small Businesses to Promote on Main Street

9. Community Development Report

10. Upcoming Meeting: March 3rd, 2026 at 6:00pm

11. Adjourn

-Mayor Dianne Duggan, Plan Commission Chair

**City of Evansville Plan Commission
Regular Meeting
Tuesday, January 6th, 2026, 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 Development Director
Aldersperson Bill Lathrop	P	Jason Sergeant, City Administrator
Aldersperson Abbey Barnes	P	Scott Mallon
Susan Becker	A	Morgan Rennes
John Gishnock	P	Roger Berg
Mike Scarmon	P	Jim Lahey
Eric Klar	A	Scott Mallon
		Daryl Fox
		Ron Schaaf
		Joel Tomlin

- 3. Motion to approve the agenda, by Barnes, second by Lathrop. Approved unanimously.**
- 4. Motion to waive the reading of the minutes from the December 2, 2025 meeting approve them as printed by Lathrop, seconded by Barnes. Approved unanimously.**
- 5. Civility Reminder.** Duggan affirmed the City’s commitment to conducting meetings with civility.
- 6. Citizen appearances other than agenda items listed.** None.
- 7. Action Items**
 - A. Public Hearing, Review, and Motion for Conditional Use Permit Application CUP-2026-01 for an Indoor Commercial Entertainment Use on parcel 6-27-860 (155 Union Street)**
 - 1. Review Staff Report and Applicant Comments**

The application is to operate a restaurant. Romano’s once operated further south on Union Street; this location will be in the former space of Evansville Blooms. Primary focus will be on takeout and delivery service though some dine-in options will be available. No alcohol will be served on site.
 - 2. Public Hearing.**

Duggan opened the public meeting at 6:03pm. Morgan Rennes is present and is a friend of the Romano family. She voices her support of the application. Public hearing closed at 6:05p.m.
 - 3. Plan Commissioner Questions and Comments**

Gishnock wondered if a monument sign for the entire site that featured the names of all businesses would be a good idea. Spranger replied that such a sign would need to be applied for by the owner. This applicant is welcome to their own signage on the building.

4. Motion with Conditions

Motion to approve a Conditional Use Permit for Indoor Commercial Entertainment per section 130-408 on parcel 6-27-860 located at 155 Union 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 shall obtain and maintain all City, state, and county permits and licenses as may be required.*
- 2) Any substantial changes to the business model shall require a review of the existing conditional use permit.*
- 3) Use cannot create a public nuisance as defined by local and state law.*
- 4) The Conditional Use Permit is recorded with the Rock County Register of Deeds.*

Motion by Lathrop, second by Scarmon. Motion passes unanimously.

B. Public Hearing, Review, and Motion for Land Division Application LD-2026-01 for a Preliminary Certified Survey Map on parcels 6-27-896, 6-27-905, and 6-27-905.

1. Review Staff Report and Applicant Comments

Spranger explained the land division, where two parcels are enlarged from land in an adjacent parcel. The request is a little unusual in that the State of Wisconsin has further requirements when parcels abut navigable waters. Plan Commission will see this application again when a final certified survey map is submitted that contains the necessary information. Most of the land added to the two residential parcels is undevelopable as it is in the floodway.

2. Public Hearing

Duggan opened the public meeting at 6:13pm. No comments of note. Public hearing closed at 6:15p.m.

3. Plan Commissioner Questions and Comments

Lathrop asked the reason for the exchange of land. Berg replied that he wished to enlarge the parcel for tenant recreation without their having to trespass, and for possible enlargement/lengthening of the driveway. Spranger notes that paved surfaces are allowed in the floodway. Jason Sergeant adds that the City would benefit from an easement within the floodway for conservation and recreational use, and suggests it as an additional condition. Gishnock asks whether conservancy use needs to be City owned. The answer is not necessarily.

4. Motion with Conditions

Motion to recommend Common Council approve a preliminary certified survey map adjust parcels 6-27-904 and 6-27-905 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. Add the location of the regulatory floodplain and Allen Creek to the face of the*

- preliminary certified survey map in advance of the January 13, 2026 Common Council meeting, in order to satisfy Section 110-101(5) of the City's subdivision ordinance.
2. Add the location Allen Creek, along with the approximate ordinary high water mark to the face of the final certified survey map and add the following language in order to satisfy Wis. Stats. 236.20(5) and (6): "Any land below the ordinary high watermark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution."
 3. Add the following language to the face of the final certified survey map: "Allowable land uses within the regulatory floodplain are determined by Chapter 54 (Flood Area Zoning) of the Evansville Municipal Code."
 4. The final Certified Survey Map and application is submitted for approval by Plan Commission and Common Council
 5. Submit to the City an easement for conservation and recreational use within the floodway area, complete with legal description. The City will initiate rezoning this area to C-1 Lowland Conservancy.

C. Public Hearing, Review, and Discussion on Ordinance 2026-01

1. Review Staff Report

Spranger summarized the changes proposed, noting that they were related to the concept plan the Commission reviewed in December for a new multifamily structure. She encouraged feedback before finalizing changes, noting that the ordinance had yet to go to first reading at Common Council.

2. Public Hearing

Duggan opened the public meeting at 6:36pm. No comments of note. Public hearing closed at 6:37p.m.

3. Plan Commissioner Questions and Comments

Gishnock expressed support for the square footage minimums proposed by the changes.

8. Discussion

A. 50 Union Street – Bank of New Glarus Concept Plan

Representatives from the Bank of New Glarus were there for feedback on the proposed site plan. Spranger explained the site will require two variances – one for pavement setbacks, the other for stacking lengths for drive-throughs. Barnes asked about the drive through window on the Casey's building. Spranger replied that such uses are conditional and if they are not in use for over a year, their permissions expire.

B. Update on Boundary Agreement with Town of Porter

The City wishes to enter a boundary agreement with the Town of Porter in order to lessen disputes regarding land division issues. Spranger went over how an agreement works and what the next steps were. A commissioner asked whether the boundary revert to the statutory 1.5 miles from City borders if the boundary agreement were to expire. Spranger said the City attorney would be asked. Lathrop suggested adding in an additional parcel that the proposed map had omitted. The map will be presented at next week's Common Council meeting and then shared with officials from the Town of Porter.

9. Community Development Report

10. Next Meeting Date: Tuesday, February 3rd, 2026 at 6:00 p.m.

11. Adjourn at 7:00 pm.



SITE PLAN AND CONDITIONAL USE APPLICATION – STAFF REPORT

Applications: SP-2026-01, CUP-2026-02

Applicants: Bank of New Glarus / RonBar Evansville LLC

Parcel: 6-27-125 **Location:** 50 Union Street

February 3, 2026

Prepared by: Colette Spranger, Community Development Director

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

Description of request: The applicant is seeking approval for a new building at 50 Union Street that will serve as the latest branch of the Bank of New Glarus. The site depicts two drive-through windows, which are a conditional accessory use in the B-3 zoning district. The site is leased from RonBar Evansville LLC, which owns the property to the north.

The Board of Zoning Appeals is set to rule on a variance for pavement setbacks and driveway stacking length at its February 2, 2026 meeting. The recommendations of this staff report reflect an assumption that the variances were granted. Should the Board of Zoning Appeals vote against the variance, staff recommends that Plan Commission hold tonight's public hearing, hold discussion between staff, the applicant, and commissioners, then table action for a later date.

Current zoning district: B-3 Community Business

Staff Analysis of Request:

The applicant has submitted a site plan to raze the existing building and build a new one at 50 Union Street. The site has a rich history – it was once the site of Bub's Drive In and was most recently Trapper's Bar and Grill. This lot has existed in its current configuration and size for some time. The lot, though smaller than its neighbors, is a legal size for the B-3 Community Business zoning district. Its current building is legal non-conforming. This means it was built before current zoning standards applied. Chief among these standards were pavement setbacks with the properties directly north and south, occupied by Culver's and Casey's, respectively.

Of greatest concern to the public is likely to be site circulation and how redevelopment will affect traffic and connectivity in a busy area near one of Evansville's busiest intersections. Staff is of the opinion the anticipated daily traffic (about 25 non-employee visits per day) will not result in major traffic delays. Even with a shortened stacking length for the drive through, allowed by a variance, the drive-through should be able to comfortably fit five cars at once – one at each drive-through window, two behind each window, and one at the entrance of the drive-through area. This would be a fifth of the daily total non-employee visits to the site. The drive-through is also oriented in a way that would make use of the drive-through as an alternative route between Casey's and Culver's cumbersome.

The proposed site features two drive-through bays. Approaching the drive-through, cars are funneled through a curbed entrance that then allows a user to choose a bay. Assuming that one vehicle would occupy 15-20 feet within a drive-through, a 100 foot area behind the bays would provide an area for 5-6 cars to wait while other vehicles receive services. The two drive-throughs as depicted have a combined stacking area of ~85 feet. The proposed curbing spills onto the adjacent site but is angled in a way that provides a buffer to the transformer that provides electric power to both sites. This area is within one of the access easements that apply to the site. However, no marking beyond the curb for the drive-through would be

per the easement agreement between the two property owners. Apart from the stacking length, the drive-throughs meet the requirements listed in 130-537 of the zoning ordinance.

Staff notes there is a drive-through window on the north side of the Casey's building, where Subway used to be. All drive-throughs in the B-3 district are a conditional use, meaning that once their use ceases after 365 days, it is no longer allowed. This drive-through has not been in use for over a year. Should the user of that building wish to continue the drive-through use, it would require Plan Commission review and approval.

Parking is sufficient on site, but a pedestrian connection should be made from the northern bank of parking spaces to the main entrance. Per staff interpretation of the cross access easement from 2009, which serves Casey's, Culver's, and this site, such an access is allowed within that easement.

One deficiency of this site plan is the amount of landscaping shown versus what is required by the zoning code. Per the zoning code, 865 points are required. 326 points are shown on the proposed landscape plan. The applicant still owes 540 points. If two street trees are planted in front of the building within the terrace, this deficit can be reduced to 440 points. The landscape plan meets the spirit of the code and it would be very difficult for the site to add more points without overcrowding plants or reducing visibility between users of the site, either in vehicles or on foot. The City allows landscape points to be planted off site in public areas for the benefit of the community.

Plan Commission Recommended Motions

Motion to approve site plan application SP-2026-01 and conditional use permit application CUP-2026-02 for a new building with a drive through on parcel 6-27-860 finding that the proposed changes meet the required standards and criteria set forth in Section 130-131 of the City of Evansville Zoning Ordinance, and are in the public interest, subject to the following conditions:

- 1. Applicant observes any conditions set as part of approval of variance application VAR-2026-01.***
- 2. Prior to recording at Rock County and prior to building permit issuance, applicant will make the following adjustments and submit to staff for approval:***
 - a. On site plan:***
 - i. Remove parking space closest to Union Street, adjust curbing and grass area as needed.***
 - ii. Remove expanded 30' driveway proposed in shared easement area with Culver's.***
 - iii. Show pedestrian connection from northern bank of parking spaces to building's main entrance.***
 - b. On landscape plan:***
 - i. Include schedule of proposed plants including common and botanical plant name and plant size at time of planting. Label areas that are to be seeded for grass.***
 - ii. Show location of 2 required street trees in terrace.***
 - iii. Relocate two low deciduous trees blocking emergency exits***
 - iv. Remove expanded 30' driveway proposed in shared easement area with Culver's.***
- 3. Work with City to donate remaining 440 landscape points, which will be planted off site for landscaping in public areas or towards the City's terrace tree program, either through donation of plants or fees paid equivalent to the value of landscape points.***
- 4. The business operator shall obtain and maintain all federal, city, state, and county permits and licenses as may be required.***

6. ***Any major deviations from approved plans will require a resubmittal of application and possibly fees or enforcement action.***
7. ***Once staff approves final versions of site and landscaping plans, applicant records the site plan and conditional use permit with the Rock County Register of Deeds.***



Bird's eye view of site with approximate lot lines. This is prior to redevelopment of the lot Culver's sits on.

Chapter 130 Review Criteria and Standards

The following section compares the site plan with the basic provisions of the base zoning district and other considerations of how the site functions, both internally and within its environs.

Site Plan Criteria Evaluation

Section 130-131 of the Municipal Code, includes factors for evaluating site plans.

Criteria	Staff Comment
1. Site Design and Physical Characteristics	<ul style="list-style-type: none"> • Staff appreciates the architectural design of the building and finds it a true improvement over the current site. • See notes on landscaping.
2. Site location relative to public road network	<ul style="list-style-type: none"> • Site is along Union Street. • Site has an access and parking easement with both the properties surrounding it allowing both ingress and egress (i.e. points of entrance/exit.)
3. Land Use	<ul style="list-style-type: none"> • Comprehensive Plan Future Land Use Category: Central Mixed Use • Financial institutions are allowed by right in the B-3 district. Drive-throughs are a conditional use, as well as accessory. (A stand-along drive through service would not be allowed.)
4. Traffic Generation	<ul style="list-style-type: none"> • The daily traffic expected at this location is 25 non-employee customers.
5. Community Effects	<ul style="list-style-type: none"> • The community is offered a new choice for residential and commercial banking, and would increase the City's non-residential tax base. • The vision of the <i>Allen Creek and North Union Street Corridor Plan</i> continues to be realized as site improvements follow the policies and design guidelines of the plan.
6. Other Relevant Factors	<ul style="list-style-type: none"> • None of note.

Sec. 130-827. Requirements for non-residential uses.	B-3 Community Business	Site Plan for 50 Union Street	Met?
1. Non-Residential Intensity			
a. Max # of Floors	4	1	
b. Min Landscape Surface Ratio	15 %	19%	
c. Maximum Building Coverage	60%	33%	
d. Max floor area ratio	1.5	0.33	
e. Min lot area	9,000 square feet	10,671 square feet	
f. Max building size	20,000 square feet per floor	OK	
g. Maximum parking street frontage	50%	OK	
2. Nonresidential bulk/lot dimensions			
a. Min lot area	9,000 square feet	10,671 square feet	
b. Min lot width	70 feet	OK	
c. Min street frontage	50 feet	OK	
3. Minimum setbacks and building separation			
a. Building to front/street side lot line	10 feet	OK	
b. Building to resident. side lot line	10 feet	OK	
c. Building to resident. rear lot line	25 feet	OK	
d. Building to nonres. side lot line	10 feet	OK	
e. Building to nonres. rear lot line	25 feet	OK	
f. Min paved surface setback-Side/rear	5 feet from side or rear, 10 feet from street	OK pending variance approval	
g. Min building separation	12 feet	OK	
4. Maximum building height	40 feet	OK	
5. Driveways and Access		OK	
a. Minimum width at sidewalk	25 feet	Shared with Culver's. OK as-is; enlarging this to 30' as depicted on site plan and landscape plan would not be allowed	
b. One driveway allowed per street on which lot has frontage			

Other Relevant Zoning Code Standards

Landscape Regulations (Article IV, Ch. 130)	
100 landscape points are required per 1,000 square feet of pervious surface. The site has 8,671 square feet of impervious surface. Therefore, 867 points are required per code.	

The proposed landscape plan shows 326 points. Staff notes two tree locations appear to block emergency door exits.

541 points are still owed per the zoning code. For visibility reasons, it would be very difficult to add more landscaping to this site. If two street trees are planted in the terrace in front of the building, this deficit can be lessened to 440 points.

Applicant can elect to donate landscaping elsewhere in the City, either in the terrace as part of the street tree program or in public spaces (e.g. parks).

**Performance Standards
(Article III, Ch. 130)**

Plan Commission to consider nuisances or adverse impacts related to air pollution, fire/explosive hazards, glare/heat, liquid/solid wastes, noise, odors, radioactivity, electrical disturbances, vibration, or water quality.

**Signs
(Article X, Ch. 130)**

Any changes to signs on the property beyond a change in copy will require a separate sign permit.

**Parking
(Article XI, Ch. 130)**

1 space needed per 300 square feet of floor space, plus one handicap space.

Building is 3,548 square feet. Therefore, 11 spaces are needed.

One space will need to be eliminated in order to observe front yard pavement setbacks, which are 10' from the property line. Combined with the shared parking area, there are sufficient parking spaces. Landscape plan and site plan differ slightly on location of handicap parking spot. Staff does not have an issue with either location so long as one is installed.

**Lighting
(Article XI, Ch. 130)**

No exterior lighting fixtures or poles are shown on the site or landscaping plan. Dark sky compliant fixtures will need to be shown along with construction plans. Any light produced by this site should be contained to 3.0 footcandles at the property line.

Key:

Green = compliant

Yellow = legal but may require further inspection

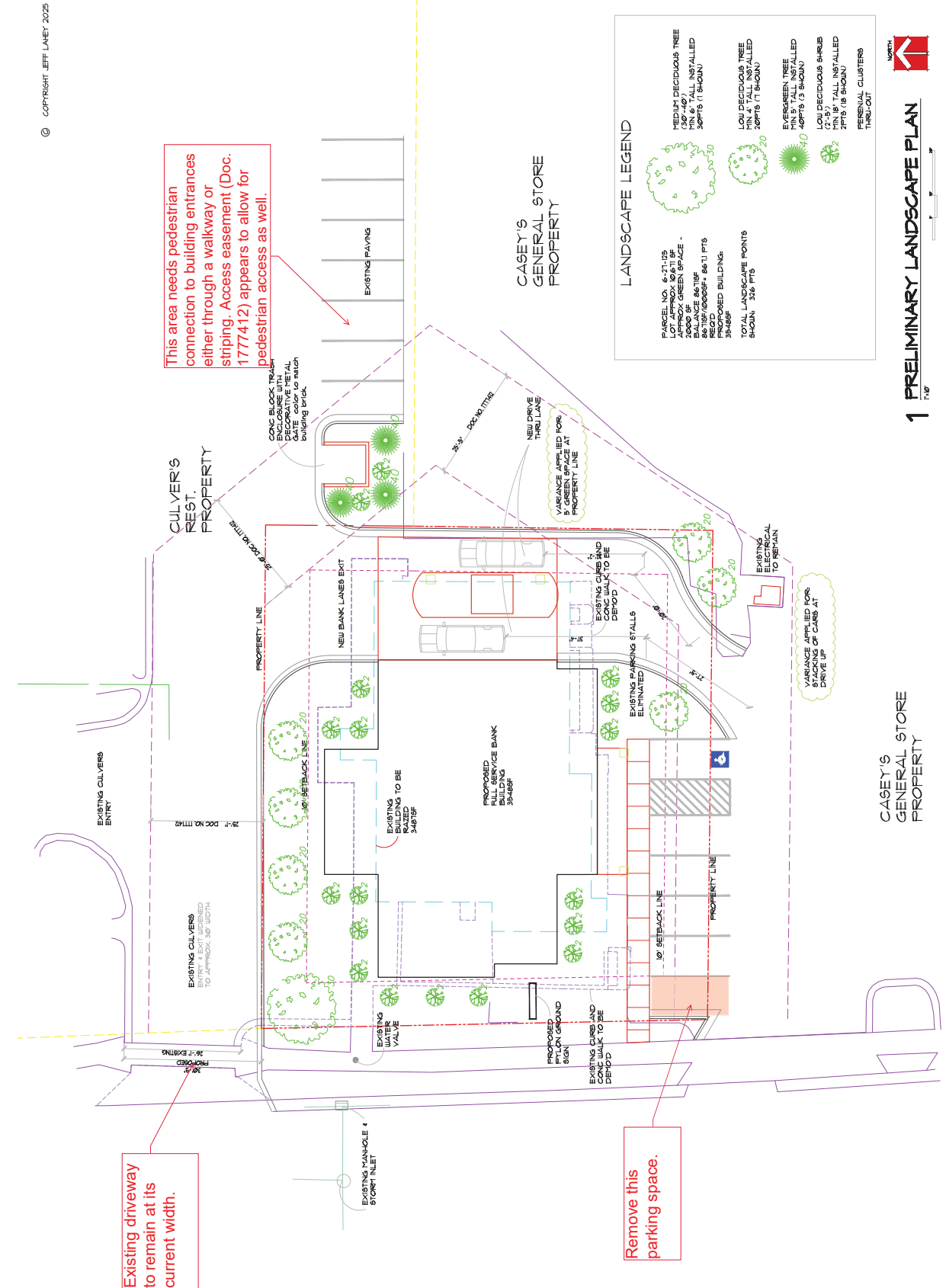
Red = non-compliant

"OK" denotes a condition that is currently existing and conforming the zoning district.



NO.	ISSUANCE	DATE
1	LANDSCAPE PRELIM	1-28-25
2		
3		
4		
5		
6		

CERTIFICATION AND SEAL



NEW PROJECT FOR
THE BANK OF NEW GLARUS
BY ZENON D EYANGVILLE, ESQ
PBB36

DRAWING TITLE	
SITE PLAN	
PROJECT NUMBER	250230
DRAWN BY	JLL
CHECKED BY	JLL
DATE	
NUMBER	

L100

LANDSCAPE LEGEND

PARCEL NO. 6-21-25
LOT APPROX 10671 SF
TOTAL GREEN SPACE -
2000 SF
BALANCE 8671 SF
BALANCE 8671 SF
RECD 10000 SF 8671 PFS
RECD 10000 SF 8671 PFS
TOTAL LANDSCAPE POINTS
SHOWN 330 PFS

MEDIUM DECIDUOUS TREE
MIN 4" TALL INSTALLED
30PFS (1 SHOWN)

LOW DECIDUOUS TREE
MIN 4" TALL INSTALLED
20PFS (1 SHOWN)

EVERGREEN TREE
MIN 4" TALL INSTALLED
40PFS (3 SHOWN)

LOW DECIDUOUS SHRUB
MIN 18" TALL INSTALLED
2PFS (18 SHOWN)

PERENNIAL CLUSTERS
THRU-OUT



1 PRELIMINARY LANDSCAPE PLAN

CASEY'S
GENERAL STORE
PROPERTY

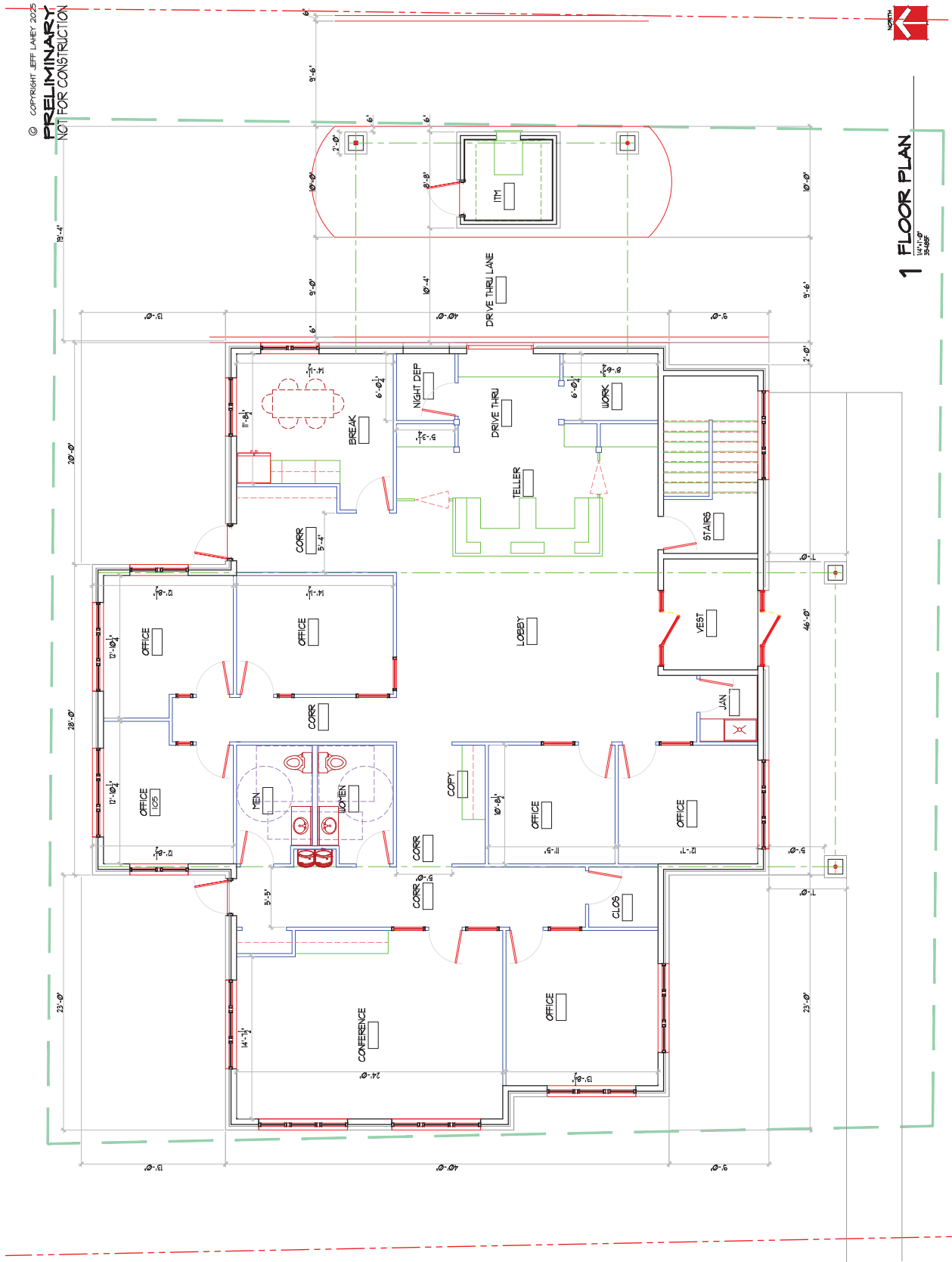
CASEY'S
GENERAL STORE
PROPERTY

© COPYRIGHT LEFF LAHEY 2025
PRELIMINARY
NOT FOR CONSTRUCTION



NO.	ISSUANCE	DATE
1	INITIAL LAYOUT	1-8-25
2	REVISED LAYOUT	1-8-25
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CERTIFICATION AND SEAL



1 FLOOR PLAN
1st Floor
30'-0" x 100'-0"

NEW PROJECT FOR:
THE BANK OF NEW GLARUS
50 N UNION ROAD
EVANGVILLE, WI

DRAWING TITLE	
FLOOR PLAN	
PROJECT NUMBER	250320
DRAWN BY	JLL
CHECKED BY	JLL
DATE	1-8-25
NUMBER	
A201	



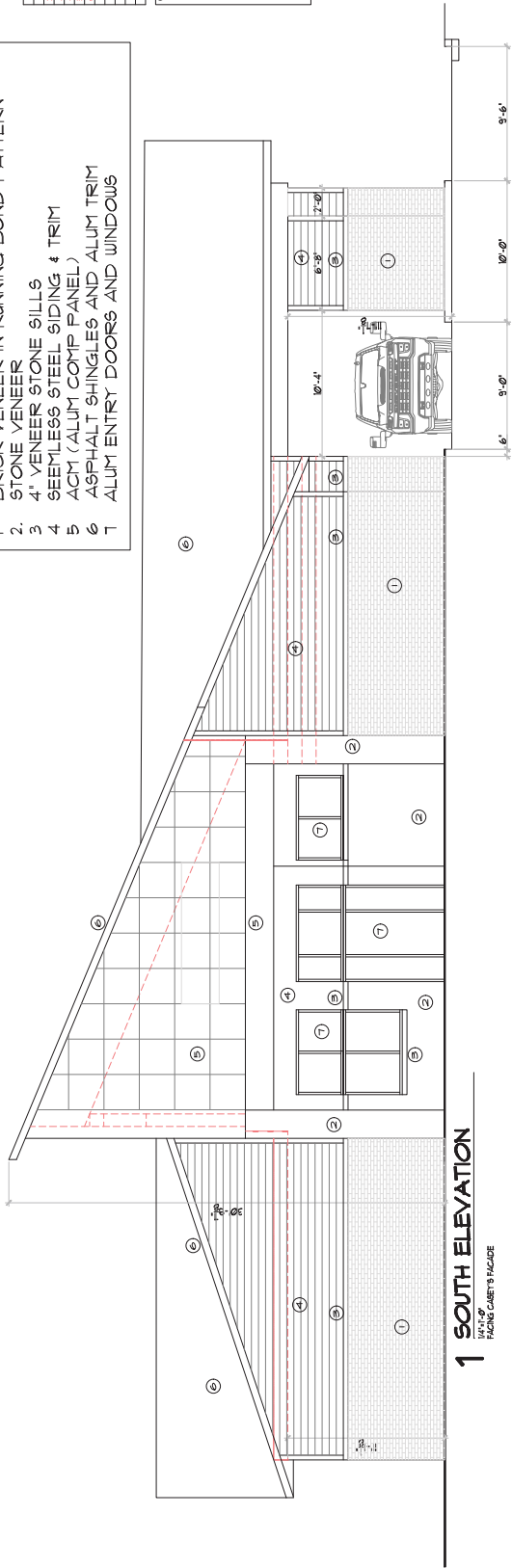
9110 COUNTY ROAD 'G'
MOUNT HOPE, WI 53072
608-444-8888
jlahey@jlahey.net

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93	REVISED LAYOUT	1-8-25
94	REVISED LAYOUT	1-8-25
95	REVISED LAYOUT	1-8-25
96	REVISED LAYOUT	1-8-25
97	REVISED LAYOUT	1-8-25
98	REVISED LAYOUT	1-8-25
99	REVISED LAYOUT	1-8-25
100	REVISED LAYOUT	1-8-25

CERTIFICATION AND SEAL

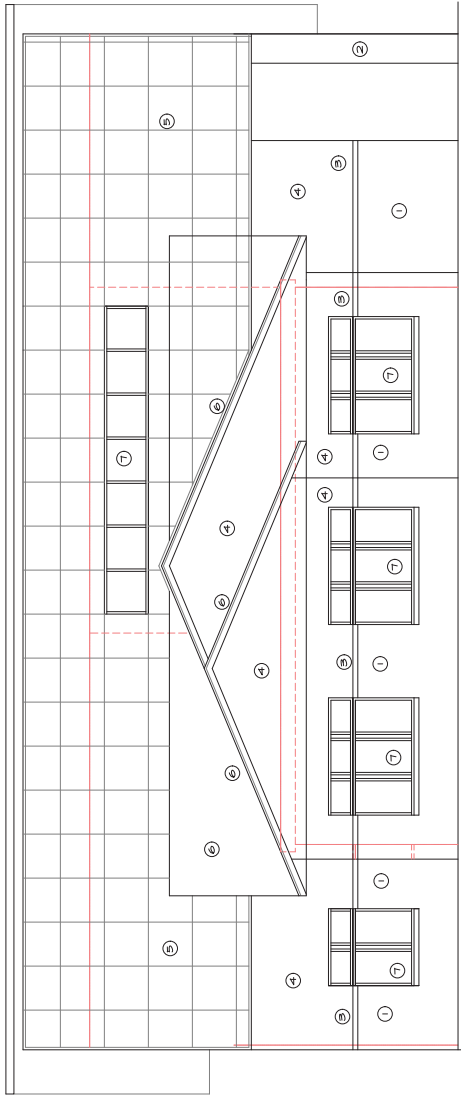
MATERIAL LEGEND

- 1 BRICK VENEER IN RUNNING BOND PATTERN
- 2 STONE VENEER
- 3 4" VENEER STONE SILL
- 4 SEAMLESS STEEL SIDING & TRIM
- 5 ACM (ALUM COMP PANEL)
- 6 ASPHALT SHINGLES AND ALUM TRIM
- 7 ALUM ENTRY DOORS AND WINDOWS



1 SOUTH ELEVATION

VIEW OF
FACING CARBET'S FACADE



2 WEST ELEVATION

VIEW OF
FACING CARBET'S FACADE

NEW PROJECT FOR:
THE BANK OF NEW GLARUS
50 N UNION ROAD
EVANSTON, WI

ELEVATIONS

PROJECT NUMBER:	250240
DRAWN BY:	JLL
CHECKED BY:	JLL
DATE:	
NUMBER:	

A301



1777412

EASEMENT AGREEMENT & C

RANDAL LEVES
REGISTER OF DEEDS
ROCK COUNTY, WI
RECORDED ON
01/17/2007 11:42:46AM

REG FEE: 31.00
EXEMPT #:
EXCLUSION CODE:
PAGES: 11

11
31.00

~~January~~ This Agreement, made this 10th day of December, 2006, by and between The French Group, LLC, a Wisconsin limited liability company (hereinafter referred to as "The French Group") Francesco Romano and Antonina Romano husband and wife (hereinafter referred to as "Romanos"), and Francois Oil Company, Inc., a Wisconsin corporation (hereinafter referred to as "FOC").

WHEREAS, The French Group owns a parcel of real estate situated at the Northeast corner of the intersection of East Main Street and Union Street in the City of Evansville, Rock County, Wisconsin, which parcel (the "FG Parcel") is more particularly described on Exhibit A attached hereto; and

Return to:
Attorney William L. Fahey
Lathrop & Clark LLP
P.O. Box 1507
Madison, WI 53701-1507

See Exhibits A, B & C Attached
Parcel Identification Number

WHEREAS, Romanos own a parcel of real estate fronting on Union Street in the City of Evansville, Rock County, Wisconsin, situated North and West of, and adjacent to, the FG Parcel, which parcel owned by Romanos (the "Romano Parcel") is more particularly described on Exhibit B attached hereto; and

WHEREAS, FOC owns a parcel of real estate also fronting on Union Street in the City of Evansville, Rock County, Wisconsin, situated North of, and adjacent to, the FG Parcel and the Romano Parcel, which parcel owned by FOC (the "FOC Parcel") is more particularly described on Exhibit C attached hereto; and

WHEREAS, a map showing the relative locations of the FG Parcel, the Romano Parcel, and the FOC Parcel is attached hereto as Exhibit D; and

WHEREAS, the parties wish to confirm and establish the existence of certain reciprocal easements in the manner and form following.

THEREFORE, in consideration of the foregoing, the mutual and reciprocal agreements, grants and covenants hereinafter set forth, and other valuable consideration, the receipt of which is hereby acknowledged by each party, the parties hereto agree as follows:

1. Permission to Park Vehicles on FG Parcel. The ownership and use of both the Romano Parcel and the FG Parcel are presently subject to the terms of a certain Joint Driveway/Parking Agreement dated April 19, 1982 and recorded May 6, 1982 on Card 104, Image 220, Document No. 952649, Rock County Registry (the "Joint

Driveway/Parking Agreement"). The Joint Driveway/Parking Agreement provides for the joint use of a driveway and parking area extending a distance of 30 feet on each side of the common east/west boundary line separating the Romano Parcel and the FG Parcel (the "Joint Driveway/Parking Area"). At the time this Agreement is being executed, the surface of the 30-foot segment of the Joint Driveway/Parking Area situated within the FG Parcel is physically marked to show the location of five (5) parking spaces along the South side of the Joint Driveway/Parking Area. As marked, such parking spaces extend by a distance of several feet beyond the South line of the Joint Driveway/Parking Area (the "Parking Extension Area"). The French Group grants to the owners of the Romano Parcel the right to utilize such five parking spaces as marked (notwithstanding the extension of such parking spaces beyond the South line of the Joint Driveway/Parking Area and within the Parking Extension Area), which right shall be in common with the owner of the FG Parcel and shall be subject to the terms of the Joint Driveway/Parking Agreement. In the event, and to the extent, that the marking of such parking spaces shall be changed at a future date in a manner which places the location of such parking spaces back within the limits of the Joint Driveway/Parking Area, the rights granted under this Section 1 shall terminate. A map showing the location of the Joint Driveway/Parking Area and the Parking Extension Area is attached hereto as Exhibit E.

2. **Grant of Easements Establishing Driveway Loop for Deliveries and Access.** The parties hereby establish a driveway loop, and provide for the construction, maintenance and repair thereof, and removal of ice and snow therefrom, as follows:

(a) The parties, acting individually and collectively, hereby grant reciprocal easements to the owners of the Romano Parcel and the FG Parcel, as hereinafter set forth, for the purpose of enabling the establishment of a continuous driveway loop over an easement area extending along and within the South, East and North sides of the Romano Parcel and within adjoining portions of the FG Parcel and the FOC Parcel. The easement area designated for such use (the "Driveway Loop Area") shall consist of a continuous driveway area described as follows:

Commencing at the intersection of Union Street and the common line separating the FG Parcel and the Romano Parcel, thence extending over the Joint Driveway/Parking Area referred to at paragraph 1(a) above, thence extending Northeasterly to the North line of the FG Parcel, then extending Northwesterly across the Western portion of the FOC Parcel and the Northeast corner of the Romano Parcel to the South line of the FOC Parcel, thence continuing Westerly over the South 25 feet of the FOC Parcel to Union Street.

The location and configuration of the Driveway Loop Area is indicated on the map attached hereto as Exhibit F. The easement rights granted hereunder shall be for the purpose of access and passage of pedestrians and vehicles, including automobiles and delivery trucks, to and from the Romano Parcel and

the FG Parcel. The Driveway Loop Area shall be of sufficient width to permit the free, unimpeded and safe passage of vehicles, including automobiles and delivery trucks, over and across such area to and from the Romano Parcel and the FG Parcel; provided further that the Driveway Loop Area shall not include any portions of the Romano Parcel, the FOC Parcel or the FG Parcel which may be marked for the parking of vehicles or marked, improved or used for purposes other than driveway use. The easement rights granted hereunder shall extend to the owners and tenants of the Romano Parcel and the FG Parcel, and their respective employees, customers, contractors, consultants, invitees and suppliers. The easement rights granted hereunder are non-exclusive, and the owner of each segment of the Driveway Loop Area shall have the right to utilize such segment for any other purpose or purposes whatsoever, provided the Driveway Loop Area shall remain unobstructed and open to the flow of traffic at all times and no alternate use shall interfere with easement rights granted hereunder.

(b) All decisions regarding the improvement, repair and maintenance of the segments of the Driveway Loop Area situated within the FOC Parcel shall be made by mutual agreement of the owners of the FOC Parcel, the Romano Parcel, and the FG Parcel. Consent shall not be unreasonably withheld by any party. All costs of improvement, repair and maintenance of, and removal of snow and ice from, the segments of the Driveway Loop Area situated within the FOC Parcel shall be shared as follows: fifty percent (50%) of such costs shall be paid by the owner of the Romano Parcel and fifty percent (50%) of such costs shall be paid by the owner of the FG Parcel. All costs of improvement, repair and maintenance of, and removal of ice and snow from, segments of the Driveway Loop Area situated within the Romano Parcel shall be paid by the owner of the Romano Parcel, and all such costs for the segment of the Driveway Loop Area situated within the FG Parcel shall be paid by the owner of the FG Parcel; provided that nothing herein shall amend or alter any terms of the Joint Driveway/Parking Agreement that may be applicable to segments of the Driveway Loop Area situated within the Romano Parcel and the FG Parcel.

3. **Binding Effect.** This Agreement, and the rights and responsibilities herein, shall be appurtenant to the FG Parcel, the Romano Parcel, and the FOC Parcel, respectively, and this Agreement shall be binding upon and accrue to the parties and their successors in interest. The easements and rights granted hereunder shall run with the land.

4. **Entire Agreement.** This Agreement states the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall not be amended except by written documents signed by each of the owners of the FG Parcel, the Romano Parcel, and the FOC Parcel, which amendment shall be recorded with the Rock County Register of Deeds.

5. **Terms; Termination.** This Agreement is intended to be perpetual. However, this Agreement may be terminated by written agreement signed by each of the owners of the FG Parcel, the Romano Parcel, and the FOC Parcel, which Agreement shall be recorded with the Rock County Register of Deeds.

IN WITNESS WHEREOF, the parties have placed their hands and seals on the day and year first above written.

THE FRENCH GROUP, LLC

By: [Signature]

Member

[Signature]
Francesco Romano

[Signature]
Antonina Romano

FRANCOIS OIL COMPANY, INC.

By: [Signature]
[Signature]

STATE OF WISCONSIN)

COUNTY OF DANE)

ss.

Personally came before me this 10 day of January 2007 ~~December, 2006~~, the above named Edward J. Francois, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same in the name and on behalf of The French Group, LLC and with full authority to do so.

[Signature]
Susan M. Wilbur
Notary Public, ~~Dane~~ County, Wisconsin.
My commission: Rock Feb. 8, 2009

STATE OF WISCONSIN)
COUNTY OF ROCK)

ss.

Personally came before me this 10 day of ^{January 2007}~~December, 2006~~, the above named Francesco Romano and Antonina Romaho, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Susan M. Wilbur
Susan M. Wilbur
Notary Public, ~~Dane~~ County, Wisconsin.
My commission: Rock Feb. 8, 2009

STATE OF WISCONSIN)
COUNTY OF DANE)

ss.

Personally came before me this 10 day of ^{January 2007}~~December, 2006~~, the above named Edward J. Francois, of Francois Oil Company, Inc., to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same in the name and on behalf of said entity and with full authority to do so.

Susan M. Wilbur
Susan M. Wilbur
Notary Public, ~~Dane~~ County, Wisconsin.
My commission: Rock Feb. 8, 2009

*This instrument drafted by
Attorney William L. Fahey.*

fran0111\wendelbachprop\agr 121106.doc

EXHIBIT A

FG Parcel

Lot 1 of Certified Survey Map recorded on May 3, 2005 in the office of the Register of Deeds for Rock County, Wisconsin in Volume 28 of Certified Survey Maps, Pages 183, 184 and 185 as Document No. 1705424, being part of Lot 8 and part of Lots 6, 7 and 9, Block 11, Original Plat of Evansville, City of Evansville, Rock County, Wisconsin.

Tax parcel numbers: 6-27-126 and 6-27-126.1

058

francillstendelbachprop\exh a fg par 001106.doc

EXHIBIT B

A109

Romano Parcel

Outlot 17, Sheet 5 Assessor's Plat in the City of Evansville, Rock County, Wisconsin; also, that part of Outlot 16, Sheet 5, said Assessor's Plat and Lots 6 and 7, Block 11 of the Original Plat of said City of Evansville described as follows: Beginning at a point on the north line of said Outlot 16 which is 50 feet west of the northeast corner of said Outlot; running thence south and parallel with the east line of said Outlot 16 and said Lot 7, 100 feet; thence west and parallel with East Main Street, in said City to the easterly boundary of U.S. Highway 14; thence northerly along the easterly line of said Highway 14 to the southwest corner of Outlot 17; thence east along the south line of said Outlot 17, to the southeast corner thereof; thence north to the northwest corner of said Outlot 16; thence east along the north line of said Outlot 16 to the place of beginning; and

That part of Outlot 16, Sheet 5 of the Assessor's Plat of the City of Evansville, Rock County, Wisconsin, and Lot 7 Block 11 of the Original Plat of the City of Evansville, Rock County, Wisconsin, which is described as follows: Beginning at an iron pipe monument at the northeast corner of Outlot 16 running thence West 50 feet to an iron pipe monument on the North line of Outlot 16; thence South 100 feet parallel to and 16 feet east of the west line of Outlot 16 and Lot 7 to an iron pipe monument; thence east 50 feet parallel to the North line of the above mentioned Lot 7 to an iron pipe monument on the east line of Lot 7; thence North along the east line of Lot 7 and Outlot 16, 100 feet to the point of beginning.

Tax parcel number: 6-27-125

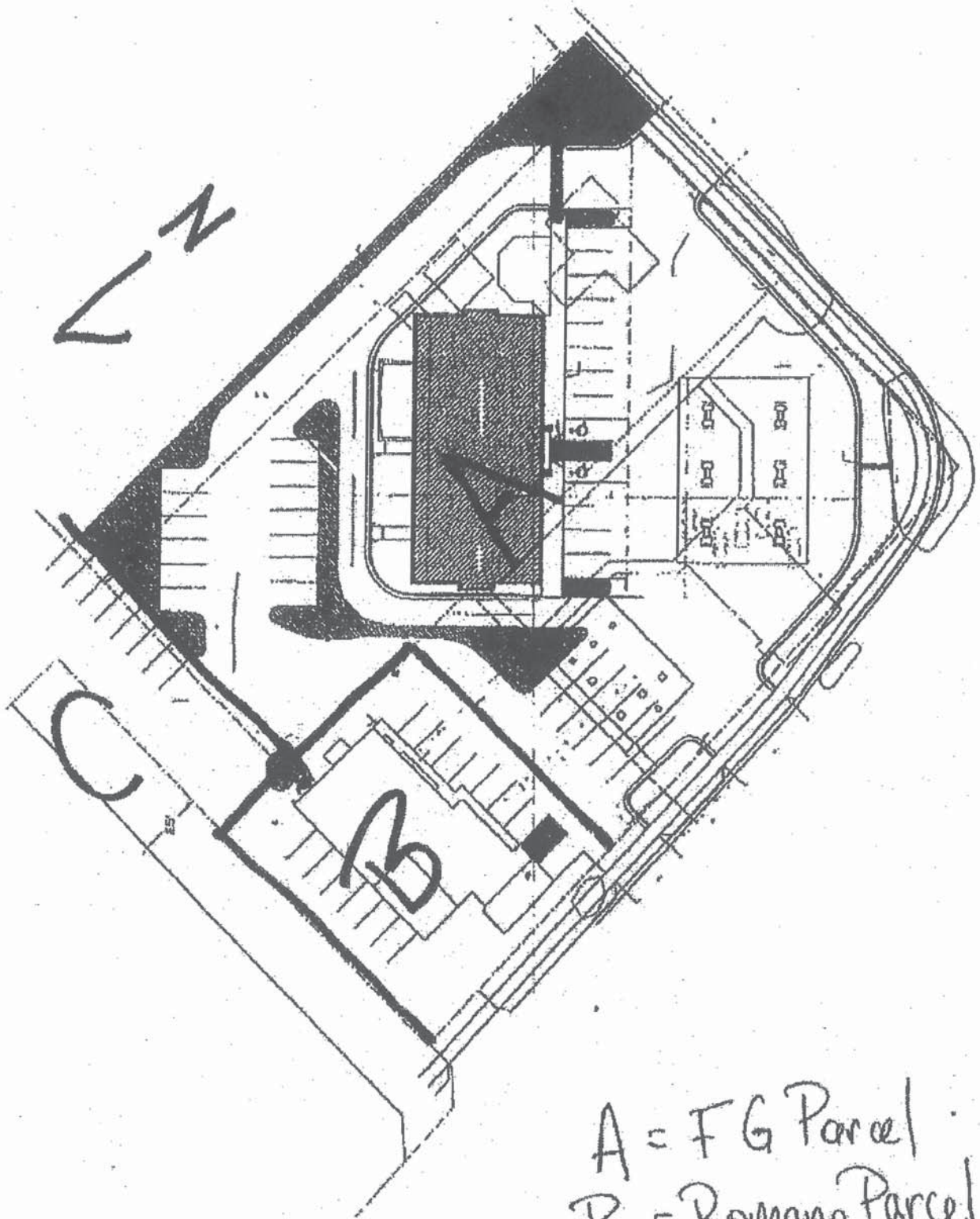
EXHIBIT C

FOC Parcel

Lot 1 of Certified Survey Map recorded on October 10, 2006 in the office of the Register of Deeds for Rock County, Wisconsin in Volume 30 of Certified Survey Maps, Pages 240 through 242 as Document No. 1767449, being part of Outlot 22, Sheet 5 of the Assessor's Plat of the City of Evansville, located in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, T.4N., R.10E, of the 4th P.M., City of Evansville, Rock County, Wisconsin.

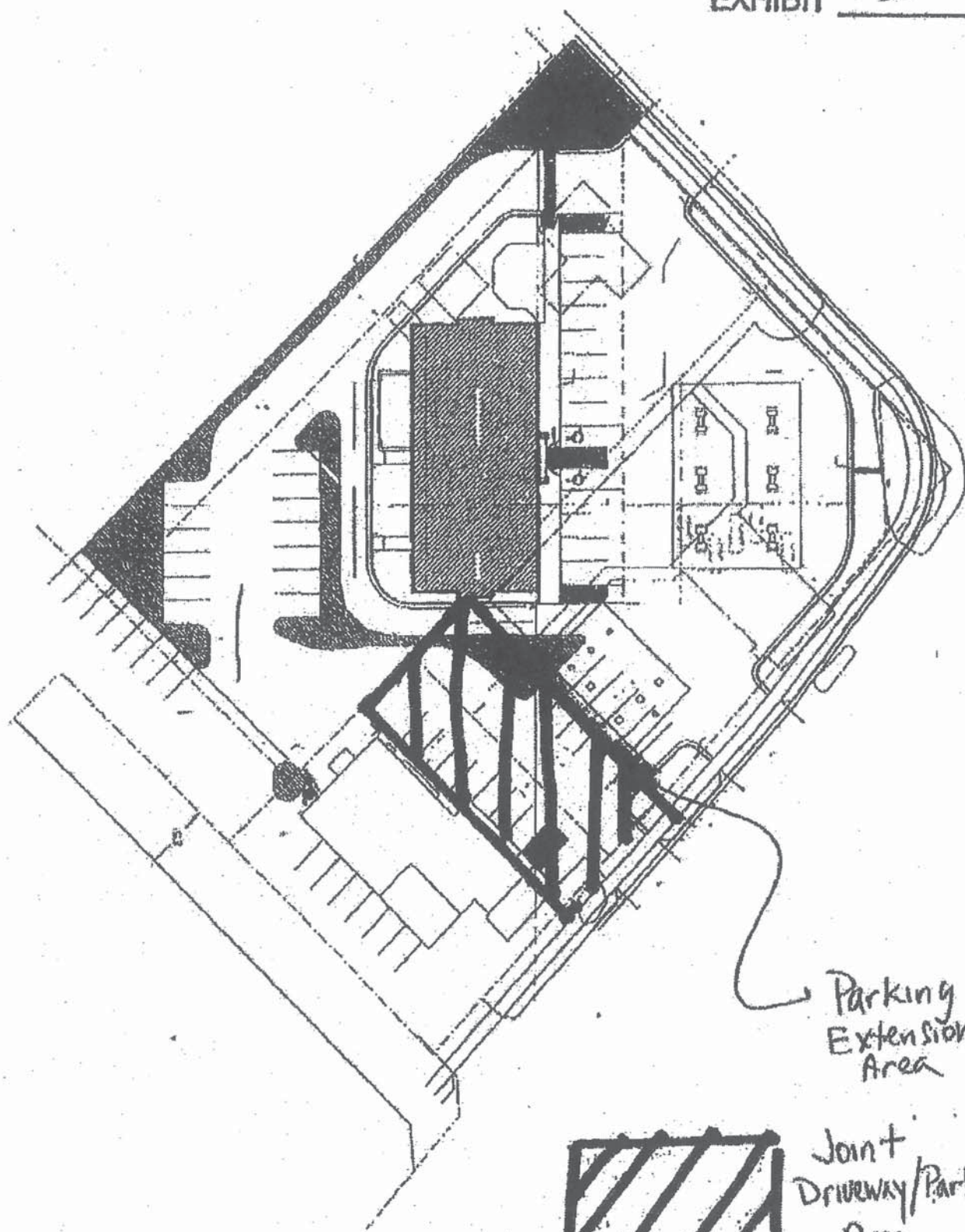
Tax parcel numbers: 6-27-862 and 6-27-861p

EXHIBIT D



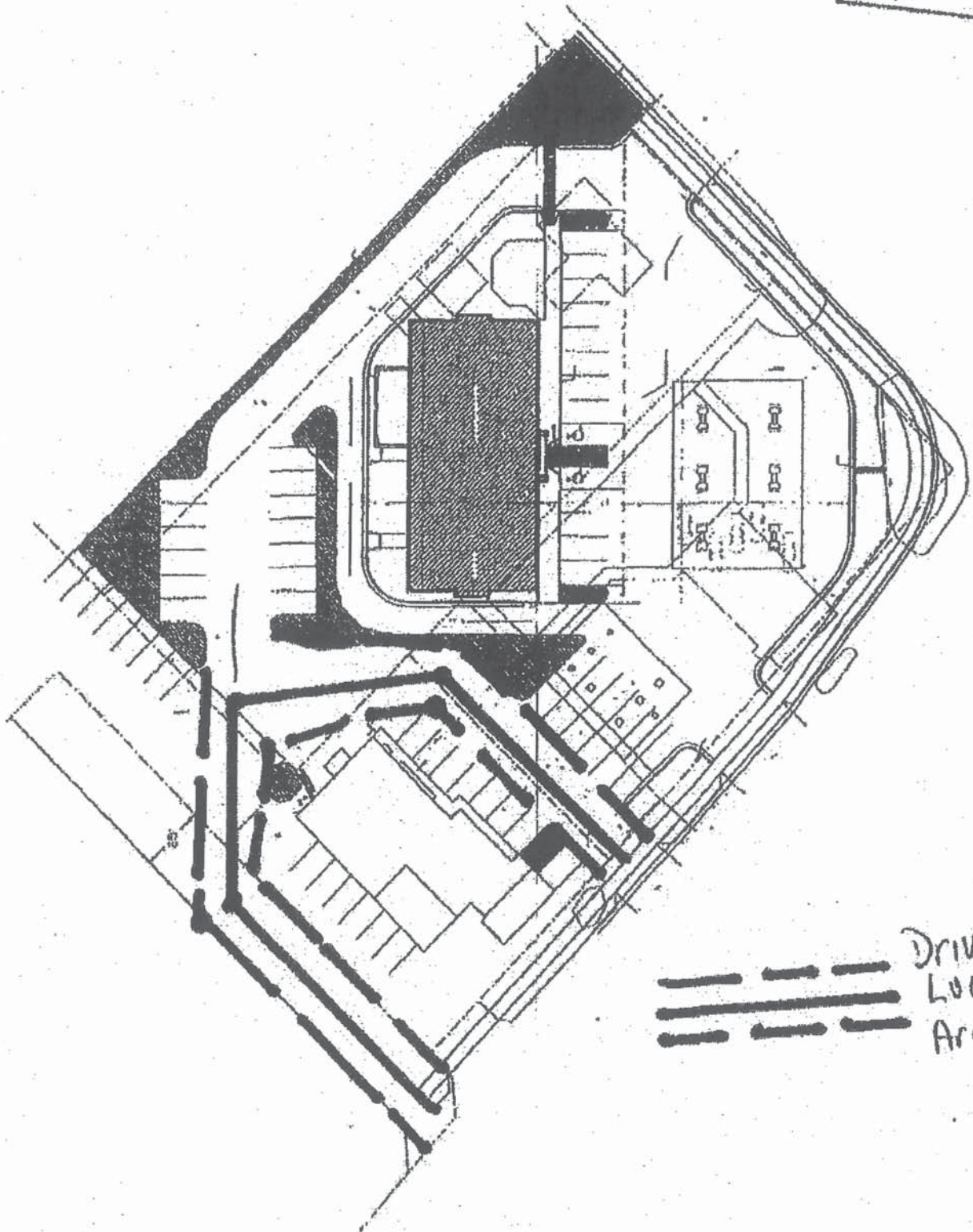
A = FG Parcel
B = Romano Parcel
C = Fol Parcel

EXHIBIT E



Joint
Driveway/Parking
Area

EXHIBIT F



Driveway
Loop
Area

2268363

SANDY DISRUD
REGISTER OF DEEDS
ROCK COUNTY, WI
RECORDED ON
08/21/2024 10:24 AM
REC FEE: 30.00
PAGES: 8

**The above recording information verifies
that this document has been electronically
recorded and returned to the submitter.**

Document Number **CROSS EASEMENT AGREEMENT**

THIS AGREEMENT is made to become effective as of the 16th day of August, 2024 (the "Effective Date") by and between Ronald R. Mallon as Trustee of the Revocable Trust of Ronald R. Mallon and Barbara E. Mallon dated 12/8/1998 as amended and restated on 9/30/2016 (collectively "Mallon") and Whiskey Throttle Bar, Grill & Pizzeria, Inc. ("Whiskey"); a Wisconsin corporation. Mallon and Whiskey are sometimes referenced in this Agreement collectively as the "Parties" and individually as a "Party".

WHEREAS, Mallon intends to purchase and become the owner of certain real property located at 60 N. Union Street, Evansville, WI, as more particularly described in attached Schedule A which is incorporated herein by reference (the "Mallon Property");

WHEREAS, Whiskey is the owner of certain real property located at 50 N. Union Street, Evansville, WI, as more particularly described in attached Schedule B which is incorporated herein by reference (the "Whiskey Property");

WHEREAS, the Whiskey Property adjoins the southeastern boundary of the Mallon Property; and

WHEREAS, Mallon and Whiskey desire to confirm and establish certain easements and other rights in their respective properties in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. **Shared Parking Easement.** The area on the Mallon Property to be covered by this Shared Parking Easement (the "Shared Parking Easement Area") is identified as "Shared Parking Area" in the sketch attached as Schedule C which is incorporated into this Agreement by reference. Mallon grants to Whiskey for the benefit of Whiskey and its customers, employees, tenants, invitees, agents and representatives (collectively "Users") a perpetual non-exclusive easement on that portion of the Shared Parking Easement Area located on the Mallon Property (the "Shared Parking Easement") for the purposes stated herein. The Shared Parking Easement Area on the Mallon Property shall consist of up to twenty (20) parking spaces to be used by Whiskey and its Users during business hours for customer overflow vehicular parking when available parking spaces on the Whiskey Property are fully occupied.

It is intended that the Shared Parking Easement Area be used by Whiskey and its Users for overflow customer parking only when available parking spaces on the Whiskey Property are fully occupied and parking spaces in the Shared Parking Easement Area are available for use. If at any time exclusive use of the parking spaces on the Mallon Property covered by the Shared Parking Easement is required to meet or comply with applicable federal, state and/or local laws, regulations or ordinances, Mallon shall have the right to terminate the Shared Parking Easement upon thirty (30) days prior written notice to Whiskey. Nothing contained herein shall be construed to

Recording Area

Name and Return Address
Attorney Michael E. Grubb
Olm & Associates
P.O. Box 37
Whitewater, WI 53190

See Attached
Parcel Identification Numbers

See Attached
Computer Identification Numbers

allow Whiskey or its Users to occupy parking spaces on the Mallon Property outside the Shared Parking Easement Area or use any parking space in a manner that would violate applicable federal, state and/or local laws, regulations or ordinances. Mallon shall have the right to establish reasonable rules, restrictions and regulations governing the use, maintenance, operation and enjoyment of that portion of the Shared Parking Easement Area located on the Mallon Property; provided, however, that no such rules, restrictions or regulations shall serve to prevent the reasonable enjoyment of the easement rights granted to Whiskey hereunder.

2. **Joint Access Easement.** Mallon grants to Whiskey for the benefit of Whiskey and all present and future Users of the Whiskey Property a perpetual non-exclusive easement at the location designated as the "Access Driveway" in attached Schedule C to be used for ingress and egress from Union Street to the Shared Parking Easement Area and the Whiskey Property (the "Joint Access Easement"). Mallon and its Users shall also have the right to use said Access Driveway at all times. The area covered by the Joint Access Easement on the Mallon Property shall be approximately twenty four (24) feet wide.

3. **No Barriers.** Except as required by the City of Evansville, neither Party shall install curbs, barriers, fences, dividers or other obstructions which would interfere with, prohibit or discourage the free and uninterrupted flow of vehicular and pedestrian traffic to and from the Mallon Property and the Whiskey Property as contemplated by the Joint Access Easement. Neither Party shall take any action that will interfere with the use and enjoyment of the Joint Access Easement by the other Party and/or Users of the other Party's property.

4. **Construction Expenses.** The cost of the initial construction and striping of the paved parking spaces in the Shared Parking Easement Area and the Access Driveway in the Joint Access Easement as required by the City of Evansville shall be borne by Mallon. Whiskey and its Users shall cooperate with and not impede or interfere with said work.

5. **Maintenance and Improvements.** After completion of construction of the parking improvements and access drive improvements pursuant to Section 4 above, each Party agrees to bear one-half (50%) of the ongoing expenses associated with the use, repair, maintenance and replacement of the improvements in the Shared Parking Easement Area and the Joint Access Easement. In addition, each Party agrees to keep and maintain said Party's property in good condition and repair and at a standard of quality consistent with first class commercial centers in the Evansville, Wisconsin area including, but not limited to, periodic patching, re-surfacing and re-striping and keeping the area in a neat and safe condition free of accumulated paper, debris, other refuse, snow and ice for the uses and purposes described in this Agreement. If a Party fails to properly repair, maintain or improve said Party's property, the other Party shall have the right, but not the obligation, to perform or arrange for performance of any such repairs, maintenance and/or improvements and charge the cost thereof to the non-performing Party. Such right to repair, maintain and/or improve the other Party's property shall be exercised only upon thirty (30) days prior written notice describing the specific repairs, maintenance and/or improvements to be completed. The Party performing the repairs, maintenance and/or improvements on the non-performing Party's Property as provided herein shall be reimbursed by the non-performing Party for all costs and expenses relating thereto within fifteen (15) days after presentation to the non-performing Party of an invoice or other documentation showing the cost of labor performed and materials provided therefore. The Party to which reimbursement is owed under this provision shall have all rights and remedies available at law or in equity including, but not limited to, the right to collect all amounts owed and the right to terminate the easement rights granted to the non-performing Party hereunder. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, no provision of this Section 5 and no other provision of this Agreement shall relieve or release a Party from any repairs, maintenance and/or improvements caused by, arising from, attributable to or in any way associated with any negligent or willful act or omission of said Party and/or any User of said Party's property.

6. **Indemnification.** Each Party to this Agreement agrees to indemnify, defend and hold harmless the other Party and said other Party's officers, directors, shareholders, partners, members, trustees, employees, tenants, invitees, agents and representatives of, from and against any and all liability, suits, actions, claims, costs, damages, compensation, attorneys' fees, other professional fees and expenses of every kind and description (including liability and expenses in connection with loss of life, personal injury and/or damage to property) caused by, arising from, attributable to or in any way associated with any negligent or willful act or omission by said Party and/or said Party's customers, invitees, employees, contractors, subcontractors, suppliers, agents and representatives.

7. **Liability Insurance.** Each Party shall maintain in effect at all times while this Agreement is in effect a commercial general liability insurance policy naming the other Party as an additional insured thereon, to insure against injury to property, person and/or loss of life arising out of the use, occupancy, repair, maintenance and/or improvement of the Shared Parking Easement Area and the Joint Access Easement with a combined single limit of not less than \$1 million for bodily injury and property damage per occurrence and not less than \$2 million in the aggregate. Each Party shall also maintain workers' compensation coverage to the extent required under Wisconsin law. Said insurance coverage shall be issued by an insurance company or insurance companies duly qualified and licensed to do business in the State of Wisconsin. Each year, each Party shall provide to the other Party a certificate of insurance or other satisfactory evidence confirming the existence of the liability coverage required hereunder and naming the other Party as an additional insured on said coverage. Each certificate of insurance shall provide that the coverage confirmed therein shall not be cancelled, terminated or reduced without not less than thirty (30) days' prior written notice to the Party named as an additional insured therein. It is intended that, from time to time, policy limits on the liability coverage required hereunder will be increased periodically (but not more than once every five (5) years) to reflect the effects of inflation and changes attributable to normal and customary commercial insurance practices in the Rock County, WI area. Each Party agrees not to do or permit anything to be done on said Party's property that will invalidate insurance coverage maintained by the other Party.

8. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin, without regard to the conflict of laws principles thereof.

9. **Entire Agreement/Amendment.** This Agreement sets forth the entire understanding and agreement of the Parties with regard to the subject matter hereof and, as such, supersedes all prior discussions, negotiations, understandings and agreements, whether oral or written. This Agreement shall not be amended or modified in any way except by a written document executed and acknowledged by the Parties hereto and duly recorded in the office of the Register of Deeds of Rock County, Wisconsin.

10. **Notices.** All notices required or permitted under this Agreement shall be personally delivered or sent by certified mail, postage prepaid, return receipt requested, to the other Party addressed as follows:

If to Mallon:

Mallon Revocable Trust
Att'n: Ronald R. Mallon, Trustee
3420 Cricketeer Drive
Janesville, Wisconsin 53546

If to Whiskey:

Whiskey, Throttle Bar, Grill & Pizzeria, Inc.
Att'n: Deeanna K. Straub
N3864 County Road F
Broadhead, WI 53520

Notices shall be effective upon the date of personal delivery or, if sent by certified mail, two (2) business days after the date of proper mailing. Either Party may change the address to which notices must be sent pursuant to this Agreement by written notice to the other Party in the manner set forth above.

12. **Invalidity.** If any term or condition of this Agreement and/or the application of this Agreement to any person or circumstance shall be determined to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and each remaining term and condition shall be valid and enforceable to the fullest extent permitted by law.

13. **Waiver.** No delay or omission by any Party in exercising any right, remedy or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of said right or power. A waiver by a Party of any obligations of the other Party under this Agreement shall not be construed to be a waiver of any further or future breach and/or of any other terms or conditions of this Agreement.

14. **Enforcement.** Either Party shall be entitled to resort to all rights and remedies available at law or in equity in connection with a breach or threatened breach of any term or condition of this Agreement by the other Party including, but not limited to, the right to restrain, enjoin or prevent a breach of this Agreement or obtain any other equitable relief, the right to collect sums owed by the other Party and the right to terminate the easement rights granted to the defaulting Party hereunder. If legal action is initiated by either Party to enforce the terms of this Agreement, the prevailing Party in any such legal action shall be entitled to recover its reasonable attorneys' fees and other costs from the non-prevailing Party.

15. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the easements granted hereunder to the general public or for any public purpose whatsoever. Upon request, each Party agrees to cooperate with the other Party to take such measures as may be reasonably necessary to prevent dedication to the public of any portion of said Party's Property, whether by express grant, implication or prescription. Any such measures may include, but are not necessarily limited to, the posting of signs indicating "No Thru Traffic", "No Parking" or similar messages.

16. **Benefit.** This Agreement and the rights and obligations of each Party hereto shall be binding upon and inure to the benefit of each Party and each Party's respective heirs, representatives, assigns and successors in interest and shall run with the land identified herein as the Mallon Property and the Whiskey Property.

17. **Conditions Precedent.** The rights and obligations of each Party under this Agreement are expressly conditioned upon the satisfaction of all of the following conditions: (a) Mallon acquires and becomes the fee title owner of the Mallon Property; and (b) completion of construction of a Culver's Restaurant on the Mallon Property and installation of asphalt paving in the Shared Parking Easement Area and the access drive by or at the direction of Mallon in compliance with City of Evansville requirements. If all of these conditions are not satisfied, the rights and obligations of each Party under this Agreement shall be null and void and have no further effect. This Agreement shall automatically be effective upon satisfaction of these conditions.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

MALLON PROPERTY

Lot 1 of a Certified Survey Map recorded October 10, 2006, as Document No. 1767449, in Volume 30 of Certified Survey Maps, on Pages 240-242, in the office of the Register of Deeds for Rock County, Wisconsin; being part of Outlot 22, Sheet 5, Assessor's Plat, City of Evansville, County of Rock, State of Wisconsin.

Tax Parcel No.	6-27-862
Tax ID No.	222 065023

WHISKEY PROPERTY

Outlot 17, Sheet 5, Assessor's Plat in the City of Evansville, County of Rock, State of Wisconsin.

Also, part of Outlot 16, Sheet 5, Assessor's Plat, and parts of Lots 6 and 7, Block 11, Original Plat, City of Evansville, County of Rock, State of Wisconsin, described as follows: Beginning at a point on the North line of said Outlot 16, 50 feet West of the Northeast corner of said outlot; thence South, parallel with the East line of said Outlot 16 and said Lot 7, 100 feet; thence West, parallel with East Main Street, to the Easterly boundary of U.S. Highway 14; thence Northerly, along the Easterly line of said Highway 14 to the Southwest corner of Outlot 17, Sheet 5; thence East, along the South line of said Outlot 17, to the Southeast corner thereof; thence North to the Northwest corner of said Outlot 16; thence East, along the North line of said Outlot 16, to the place of beginning.

Also, part of Outlot 16, Sheet 5, Assessor's Plat, and part of Lot 7, Block 11, Original Plat, City of Evansville, County of Rock, State of Wisconsin, described as follows: Beginning at an iron pipe monument at the Northeast corner of said Outlot 16; thence West 50 feet to an iron pipe monument on the North line of said Outlot 16; thence South 100 feet, parallel to and 16 feet East of the West line of said Outlot 16 and Lot 7, to an iron pipe monument; thence East 50 feet, parallel to the North line of said Lot 7, to an iron pipe monument on the East line of said Lot 7; thence North, along the East line of said Lot 7 and Outlot 16, 100 feet to the place of beginning.

Together with a right of way for the purpose of laying and maintaining sewer and water pipes and installation over that part of said Lot 7, Block 11, Original Plat, which runs from the above described real estate to the sewer lying West of the building now located in said Lot 7, this easement shall further give to grantees the right to connect to the water main in the building located on said Lot 7 and grantees shall further have a permanent right to enter upon said premises at all reasonable times for the purpose of maintaining and repairing said facilities whenever the need therefore arises.

Tax Parcel No. 6-27-125
Tax ID No. 222 0001126



APPLICATION FOR PRELIMINARY LAND DIVISION - STAFF REPORT

Application: LD-2026-01

Applicant: Pleasy Berg Trust

Parcels 6-27-896, 6-27-904, 6-27-905

February 3rd, 2026

Prepared by: Colette Spranger, Community Development Director

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

Location: 14 Railroad Street, 20/22 Railroad Street

Description of request: An application for a final land division to enlarge two parcels from a neighboring property has been submitted for review.

Existing Uses and Lot Sizes: Parcels 6-27-904 and 6-27-905 have duplexes. Parcel 6-27-896 is undeveloped and largely undevelopable. Approximately 2,357 square feet from parcel 6-27-896 will be added to parcel 6-27-905 for a total of 8,673 square feet. Approximately 3,842 square feet from parcel 6-27-896 will be added to 6-27-904 for a total of 10,114 square feet. These meet the minimum requirements for lot sizes within the R-2 zoning district.

Existing Zoning: R-2 Residential District Two with Flood Area Zoning overlay in rear yards along Allen Creek

Proposed Land Division: The CSM would extend the backyards of parcels 6-27-904 and 6-27-905 to the eastern boundary of 6-27-896, which falls within Allen Creek.

Typically, Certified Survey Maps depicting the sale/exchange of land between owners of adjoining properties are exempt following the City's Subdivision Ordinance, given that no lots are created and lot sizes are not reduced below minimums set by the State and municipality.

In this case, however, two lots are being enlarged to include environmentally sensitive areas within the regulatory floodway. The State of Wisconsin requires documentation of the ordinary high water mark and language regarding the public trust when lots extend to the edges of navigable streams and other waterways. Review criteria for Common Council to determine if such a land division is in the public interest means that the decision must be consistent with the City's floodplain regulations and that effect on the natural environment would be negligible.

Per City staff review, this land division is occurring in an existing platted area. Existing uses will not generate a need for future infrastructure or negatively impact existing infrastructure. Any development on the expanded areas of the lot will be contingent on what is allowed in Chapter 54 (Flood Area Zoning).

Therefore, Plan Commission review and Common Council approval are required.

A public hearing was held on January 6th, 2026. No comments of note were made.

Staff is working with the applicant to secure an easement for conservation and recreation within the floodway. This may help with FEMA documentation the City is required to keep.

Consistency with the City of Evansville Comprehensive Plan and Municipal Code: The proposed land division and land uses are thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. The proposal complies with the design standards and environmental considerations as set forth in the Land Division and Zoning Ordinances.

Staff Recommended Motion:

Motion to recommend Common Council approve a final certified survey map adjust parcels 6-27-904 and 6-27-905 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. Prior to signing the final certified survey map, applicant to work with City to execute an easement for conservation and recreational use within the floodway, with the City initiating a change of zoning for that area from R-2 to C-1 Lowland Conservation.***
- 2. The final Certified Survey Map is recorded with the Rock County Register of Deeds.***

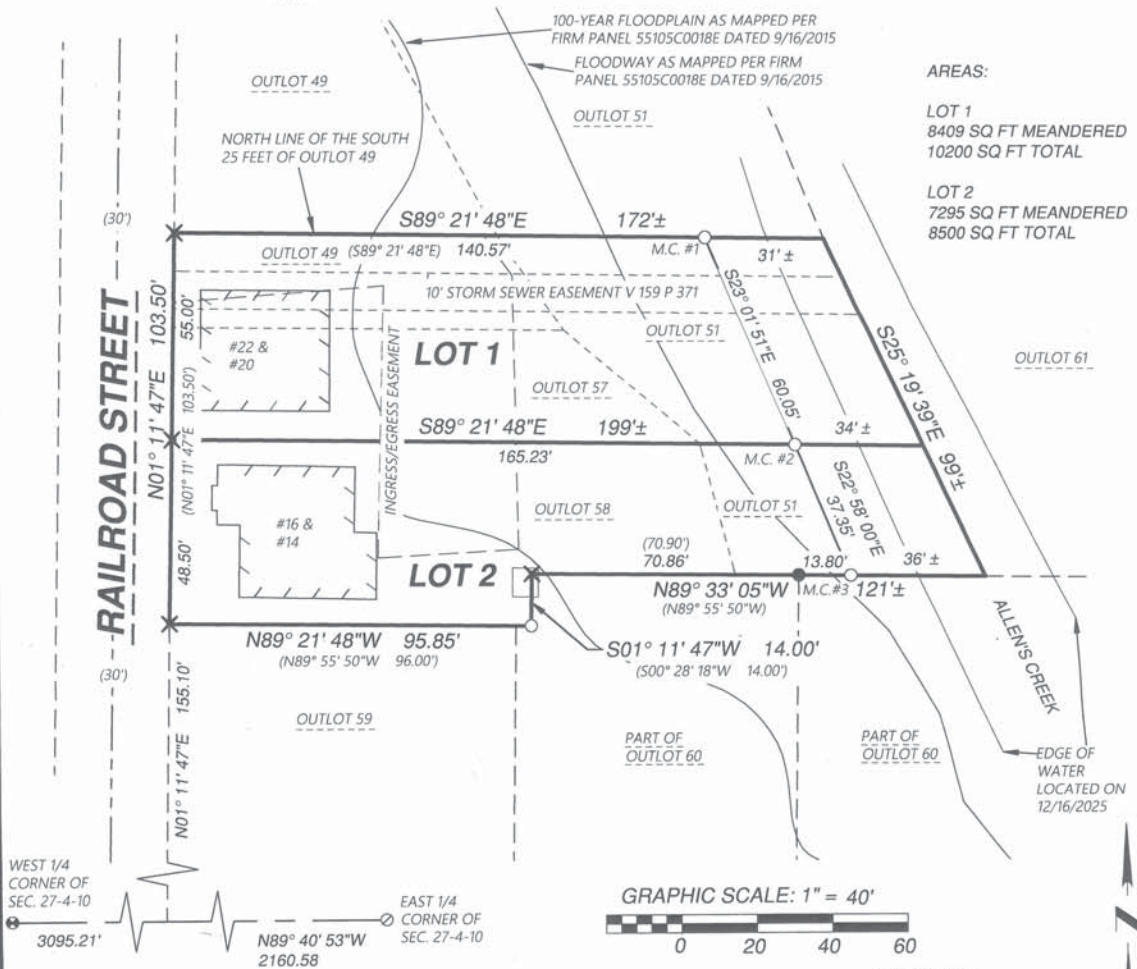
CERTIFIED SURVEY MAP NO.

OF OUTLOT 57, OUTLOT 58, PART OF OUTLOT 49, AND PART OF
OUTLOT 51 OF THE ASSESSOR'S PLAT OF EVANSVILLE, SITUATED IN
THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 27, T.4N, R.10E, OF THE 4TH PM,
CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



NOTES:
ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR
NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS
THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE OF
WISCONSIN CONSTITUTION.

THE DEVELOPER AGREES TO LIMIT THE LAND WITHIN THE REGULATORY
FLOODPLAIN TO A USE ACCEPTABLE WITHIN THE PARAMETERS OF CHAPTER 54
OF THE EVANSVILLE MUNICIPAL CODE.



AREAS:

LOT 1
8409 SQ FT MEANDERED
10200 SQ FT TOTAL

LOT 2
7295 SQ FT MEANDERED
8500 SQ FT TOTAL

NOTES:
FIELDWORK COMPLETED DECEMBER 16, 2025.

THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS,
RECORDED AND UNRECORDED.

BEARINGS BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM, ROCK
COUNTY. THE EAST-WEST CENTERLINE OF SEC. 27-4-10 BEARS N89°40'53"W.

DISTANCE UNITS BASED ON THE US SURVEY FOOT.

CERTIFIED SURVEY MAP WAS RETRACED USING THE ACCESS EASEMENT
AGREEMENT DOCUMENT NO. 2231653 DATED NOV. 29, 2022, AND A PLAT OF
SURVEY BY STEVEN L. LATHROP, MAP NO. S14770 DATED AUG. 23, 2006.

Project No. 125 - 481

For: PLEASY BERG TRUST

SHEET 1 OF 4

LEGEND

- FOUND 3/4" IRON PIN
- ⊙ FOUND ALUMINUM MONUMENT
- ⊙ FOUND SURVEY NAIL
- SET IRON REBAR, 3/4"x 24",
(1.5 LBS./LIN.FT.)
- ✕ SET CUT CROSS
- M.C. MEANDER CORNER
- (XXX) RECORD DATA

Combs
& ASSOCIATES

109 W. MILWAUKEE ST
JANESVILLE, WI 53548
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- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

tel: 608-752-0575
fax: 608-752-0534

CERTIFIED SURVEY MAP

OF OUTLOT 57, OUTLOT 58, PART OF OUTLOT 49, AND PART OF OUTLOT 51 OF
THE ASSESSOR'S PLAT OF EVANSVILLE, SITUATED IN THE SOUTHWEST QUARTER
OF THE NORTHEAST QUARTER OF SECTION 27, T.4N, R.10E, OF THE 4TH PM,
CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)

COUNTY OF ROCK } SS. I, JEFFREY R. GARDE, PROFESSIONAL LAND SURVEYOR NO.2766, DO HEREBY CERTIFY THAT I
HAVE SURVEYED, DIVIDED AND MAPPED:

OUTLOT 57, OUTLOT 58, PART OF OUTLOT 49, AND PART OF OUTLOT 51 OF THE ASSESSOR'S PLAT OF EVANSVILLE, SITUATED IN
THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, T.4N, R.10E, OF THE 4TH PM,
CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 27 AFORESAID; THENCE N89°40'53"W ALONG THE EAST-WEST
CENTERLINE OF SAID SECTION 2160.58 FEET; THENCE N01°11'47"E A DISTANCE OF 155.10 FEET ALONG THE EAST LINE OF RAILROAD
STREET TO A CUT CROSS AT THE SOUTHWEST CORNER OF OUTLOT 58 OF THE ASSESSOR'S PLAT OF EVANSVILLE AND THE POINT
OF BEGINNING FOR THE LANDS TO BE HEREIN DESCRIBED; THENCE CONTINUING ALONG THE EAST LINE OF RAILROAD STREET A
DISTANCE OF 103.50 FEET TO A SET CUT CROSS ON THE NORTH LINE OF THE SOUTH 25 FEET OF OUTLOT 49 AFORESAID; THENCE
S89°21'48"E ALONG THE NORTH LINE OF THE SOUTH 25 FEET OF OUTLOT 49 A DISTANCE OF 140.57 FEET TO A SET REBAR BEING
MEANDER CORNER NUMBER 1; THENCE CONTINUING ALONG SAID NORTH LINE OF SAID SOUTH 25 FEET A DISTANCE OF 31 FEET
MORE OR LESS TO THE CENTERLINE OF ALLEN'S CREEK; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE A DISTANCE OF 99
FEET MORE OR LESS TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 58 AFORESAID; THENCE N89°33'05"W A DISTANCE
OF 36 FEET MORE OR LESS TO A SET REBAR AT MEANDER CORNER NUMBER 3, SAID MEANDER CORNER NUMBER 3 BEING
LOCATED FROM MEANDER CORNER NUMBER 1 AS FOLLOWS: BEGINNING AT MEANDER CORNER NUMBER 1, S23°01'51"E A DISTANCE
OF 60.05 FEET TO A SET REBAR AT MEANDER CORNER NUMBER 2; THENCE S22°58'00"E A DISTANCE OF 37.35 FEET TO MEANDER
CORNER NUMBER 3 AFORESAID; THENCE N89°33'05"W ALONG THE NORTH LINE OF OUTLOT 60 A DISTANCE OF 84.66 FEET TO A SET
CUT CROSS; THENCE S00°11'47"W ALONG THE WEST LINE OF OUTLOT 60 A DISTANCE OF 14.00 FEET TO A SET REBAR; THENCE
N89°21'48"W ALONG THE NORTH LINE OF OUTLOT 60 AND OUTLOT 59 A DISTANCE OF 95.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,700 SQUARE FEET, MORE OR LESS.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION OF
THAT LAND. THAT I HAVE MADE SUCH SURVEY, DIVISION AND MAP BY THE DIRECTION OF ROGER BERG AND THAT I HAVE FULLY
COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES IN SURVEYING, DIVIDING AND MAPPING THE
SAME.

GIVEN UNDER MY HAND AND SEAL THIS 30TH DAY OF DECEMBER, 2025 AT JANESVILLE, WISCONSIN.



Project No. 125 - 481
For: PLEASY BERG TRUST

SHEET 4 OF 4



109 W. MILWAUKEE ST
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APPLICATION FOR SITE PLAN AND CONDITIONAL USE PERMIT

STAFF REPORT

Applications: CUP-2026-03 and SP-2026-02

Applicant: Sienna Crest Assisted Living

Parcel 6-27-559.5170

February 3, 2026

Prepared by: Colette Spranger, Community Development Director

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

Location: Lot 170, Westfield Meadows First Addition

Future Address: 725 Porter Road (first building along Porter Road), 727 Porter Road (second building)

Description of request: The applicant is requesting to operate two Community Based Residential Facilities. The project is proposed for two phases. The first building will be for assisted living have capacity for up to 28 residents. The second phase will include the memory care facility, which will have capacity for 20 residents. Both buildings will be staffed and operated 24 hours a day, 7 days a week. The buildings would be licensed by the Department of Health Services. **The applicant is seeking approval for a conditional use permit to allow an institutional residential use on parcel 6-27-559.5170 within the B-3 zoning district along with site plan re-approval.**

The conditional use permit for this same use at the same site was previously approved by Plan Commission in May 2023. Per the zoning ordinance, conditional use permits expire if not started within 365 days of approval.

The site plan was approved by Plan Commission in June 2023. The same site plan is being submitted again for approval. Staff notes that the only change from what was previously approved is that the City Engineer has since determined that dedicated stormwater ponds are not needed for this site or Lot 171 its south, as the storm run-off for these lots was calculated with the rest of the Westfield Meadows plat when it was created in 2006. The regional stormwater ponds that were created with that plat also serve these lots.

Per the zoning code and unlike conditional use permits, site plan approvals do not contain a sunset date. The record of decision for site plan approval that was granted to the applicant in 2023 did not contain any language about commencement. While in staff's estimation this is not a big concern for this particular application, this omission should be rectified in a future update of the zoning code. The same conditions for site plan approval that were given in 2023 are re-listed on the recommended motion for tonight. Since the removal of the stormwater pond is a variation from the original site plan, staff recommends that Plan Commission add a condition requiring the applicant to show modified drainage and erosion control plans to the City engineer prior to building permit issuance.

Existing/Prior Uses: Undeveloped

Staff Analysis of Request:

The City is in need of housing of all varieties. An assisted care facility in this location is a welcome asset to the community for both Evansville residents needing the care and their caregivers. The applicant

operates several other assisted living facilities in the area, the nearest being Oregon. The business has been in operation for over 20 years.

A site plan application has also been submitted by the applicant in order to approve the site layout. The building design has already received approval from the Department of Safety and Professional Services (DSPS). All commercial building plans require approval from DSPS and the City's new building inspection service will ensure the building still meets all applicable codes.

In 2023 the fire inspector suggested that a monitored alarm system be used in place of a manual one. In the event of a true emergency, he pointed out that staff would be focused on evacuating residents and not calling the fire department, and having a monitored system would buy valuable time. Other than that, the plans submitted were found satisfactory. Staff is waiting comments from the current fire inspector.

The EMS chief requested a tour of the facility before it opens and asked how patient information could be easily be obtained when a call is made. The facility prepares Emergency Packets for this specific purpose. The EMS chief had no pressing concerns.

Staff would also like to remind Plan Commissioners and the public that while the proposed site plan shows two multifamily apartment buildings on the parcel directly south of this site (Lot 171). Those buildings have not been approved and will not be discussed tonight. They exist on the site plan as a way to show connectivity through the two sites which are under the same ownership and may one day be complimentary in use. When the time is ready, the land owner will be required to submit site plan and conditional use approval for those units. This will prompt its own set of public hearing notices.

Specific approval requirements are listed below.

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 Conditional Use Permit CUP-2026-03 and Site Plan SP-2026-02 for an Institutional Residential Use to operate an assisted living facility per section 130-376 on parcel 6-27-559.5170 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 Conditional Use Permit set forth in Section 130-104(3)(a) through (e) of the Zoning Ordinance, subject to the following conditions:*

- 1) The business operator shall obtain and maintain all City, state, and county permits and licenses as may be required.*
- 2) Any substantial changes to the business model shall require a review of the existing conditional use permit.*
- 3) Use cannot create a public nuisance as defined by local and state law.*
- 4) Prior to building permit issuance, applicant to submit a modified drainage and erosion control plan that depicts the removal of the stormwater pond.*
- 5) Any variations from the approved site plan are approved by Plan Commission.*
- 6) Any exterior lighting should be dark sky friendly and not cause glare or light-wash on neighboring parcels.*
- 7) The Conditional Use Permit and Site Plan is recorded with the Rock County Register of Deeds.*

Standards for Institutional Residential Uses

The Municipal Code lists the following regulations applicable for institutional residential uses. The site's compliance with each regulation follows in italics.

- a. No individual lots are required, although the development shall contain a minimum of 800 square feet of gross site area for each occupant of the development.
Staff Comment: Regulation met.
- b. A minimum of 30 percent of the development's gross site area shall be held as permanently protected green space.
Staff Comment: Regulation met.
- c. The proposed site shall be located so as to avoid disruption of an established or developing office area.
Staff Comment: Not applicable.
- d. The applicant shall provide an off-street passenger loading area at a minimum of one location within the development.
Staff Comment: Regulation met.
- e. All structures shall be located a minimum of 35 feet from any residentially zoned property which does not contain an institutional residential land use.
Staff Comment: Regulation met.
- f. Parking requirements: Three spaces for all single-family and two-family dwelling units; for multi-family dwelling units, two spaces per unit for two or more bedrooms, 1 ½ spaces per unit for one or less bedrooms. These requirements may be waived by the plan commission for businesses in the B-2 district, following a request for the applicant.
 - a. Monastery or convent: One space per six residents, plus one space per employee on the largest work shift, plus one space per five chapel seats if the public may attend.
 - b. Nursing home: One space per six patient beds, plus one space per employee on the largest work shift, plus one space per staff member and per visiting doctor*Staff Comment: Regulation met.*
- g. The applicant shall comply with article II, division 4 of this chapter, pertaining to standards and procedures applicable to all conditional uses.

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

1. **Consistency of the use with the comprehensive plan.** The proposed use in general and in this specific location is consistent with the city's comprehensive plan of September 2022.
Staff Comment: The Comprehensive Plan is specific about goals to provide support for senior housing. The Comprehensive plan indicates this area be used for mixed/residential uses and a desire to create aesthetically appealing and welcoming entry corridors into the city. This proposal achieves all of the applicable goals.
2. **Consistency with the City's zoning code, or any other plan, program, or ordinance.** The proposed use in general and in this specific location is consistent with City's zoning code, or any other plan, program, or ordinance, whether adopted or under consideration pursuant to official notice of the city.
Staff comment: The proposed 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: *No adverse effect is anticipated on nearby property. The materials, scale, and character of the proposed buildings blend well with the neighborhood.*

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: *This is a desirable and appropriate location for assisted living facilities within the City. Housing for those requiring assisted living and memory care is appropriate in the B-3 zoning district*

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

Staff Comment: *the property is currently served by public utilities.*



LEGEND:

- [illegible]

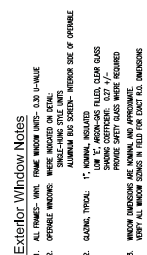
[illegible]

CONSTRUCTION PLANS
FOR

SIENNA CREST ASSISTED LIVING INC.
 LOTS 170 & 171 OF WESTFIELD MEADOWS 1ST ADDITION
 SECTION 28, T.4N., R.10E. OF THE 4TH P.M.
 CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



FD-302 (Rev. 11-27-70) 122-5661



- Keyed Notes-
Exterior Elevations

- [illegible]

Exterior Window Types



10. UTILITY EASEMENT—
DOC. NO. 2076262

[illegible]

CONSTRUCTION PLANS
FOR

SIENNA CREST ASSISTED LIVING INC.
LOTS 170 & 171 OF WESTFIELD MEADOWS 1ST ADDITION
SECTION 28, T.4N., R. 10E. OF THE 4TH P.M.
CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



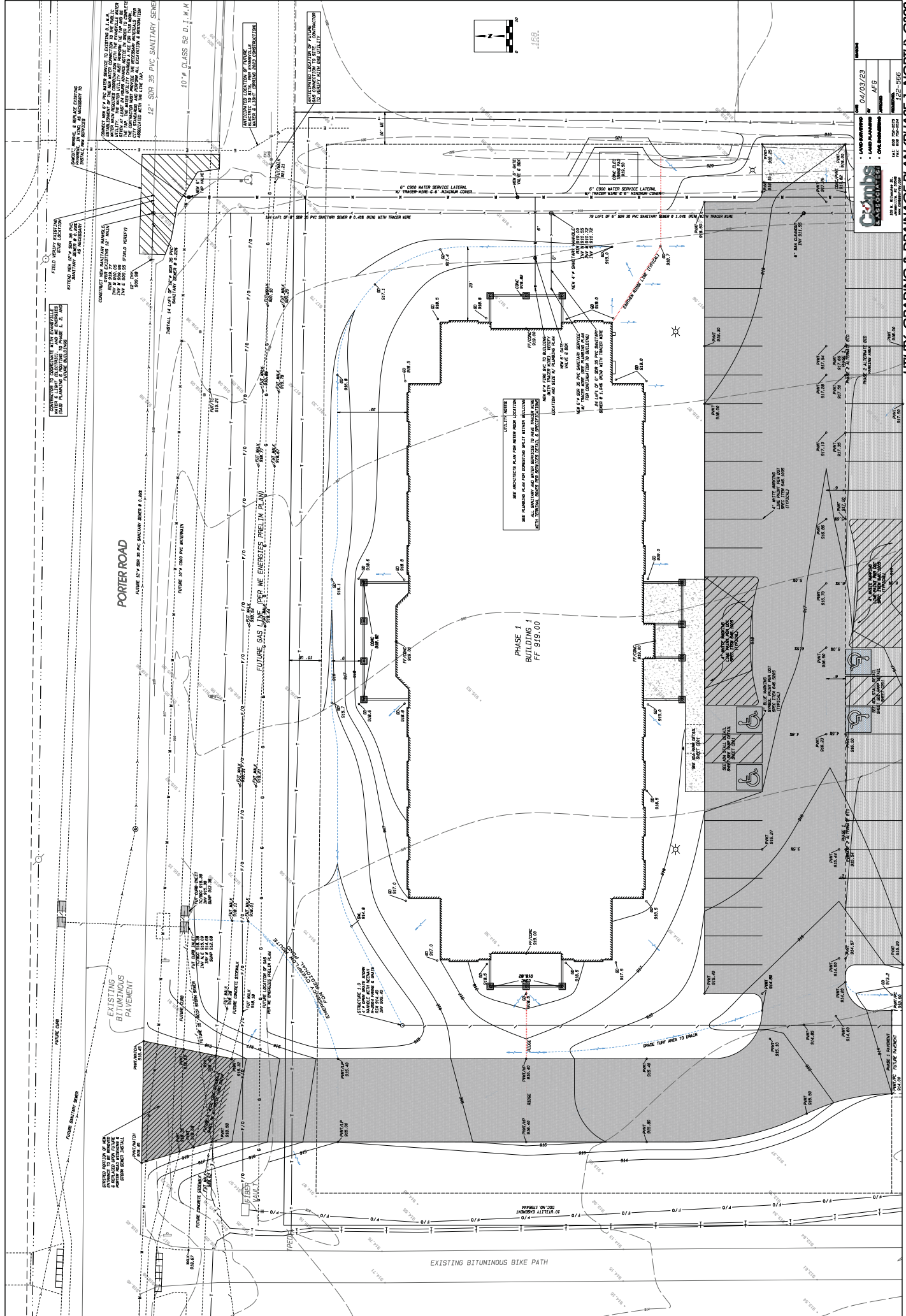
	at AREC	at SITE DATA prior to future development:
FOUNDATION AREA	157,268 sf	0 sf
"loop" area ratio:	0.01	0.05
perVIOUS surface area:	0.05	0.05
perVIOUS surface ratio:	0.05	0.05
Building Height:	N/A	N/A

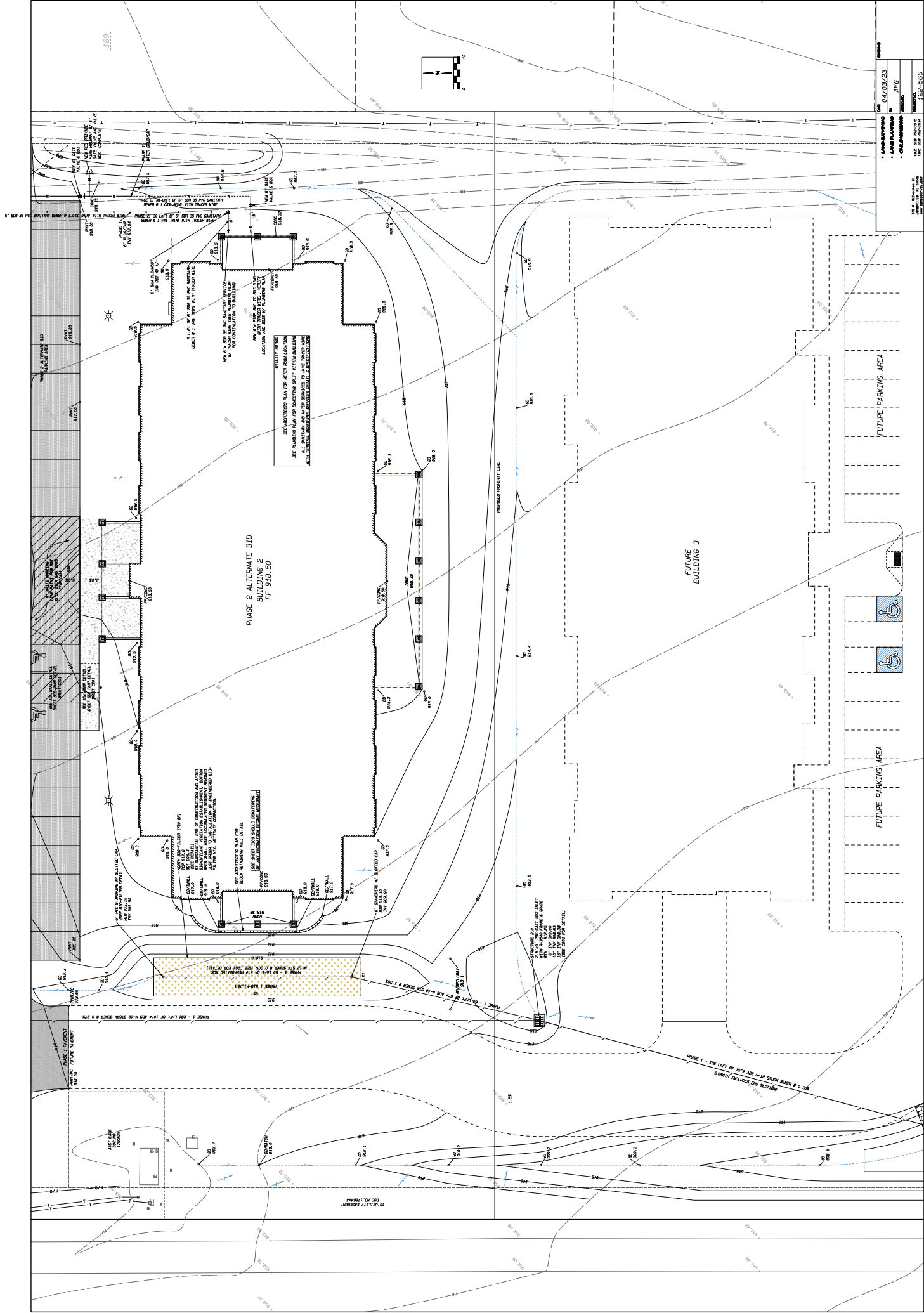
LOT 1 SITE DATA:

Lot Area:	111,702 sf
Foundation Area (Bldg. F.D.):	25,000 sf
Floor area ratio: 25,000 / 111,702 = .22	
Superficial surface area:	54,886 sf
Superficial surface ratio:	49.1%
Building Height:	



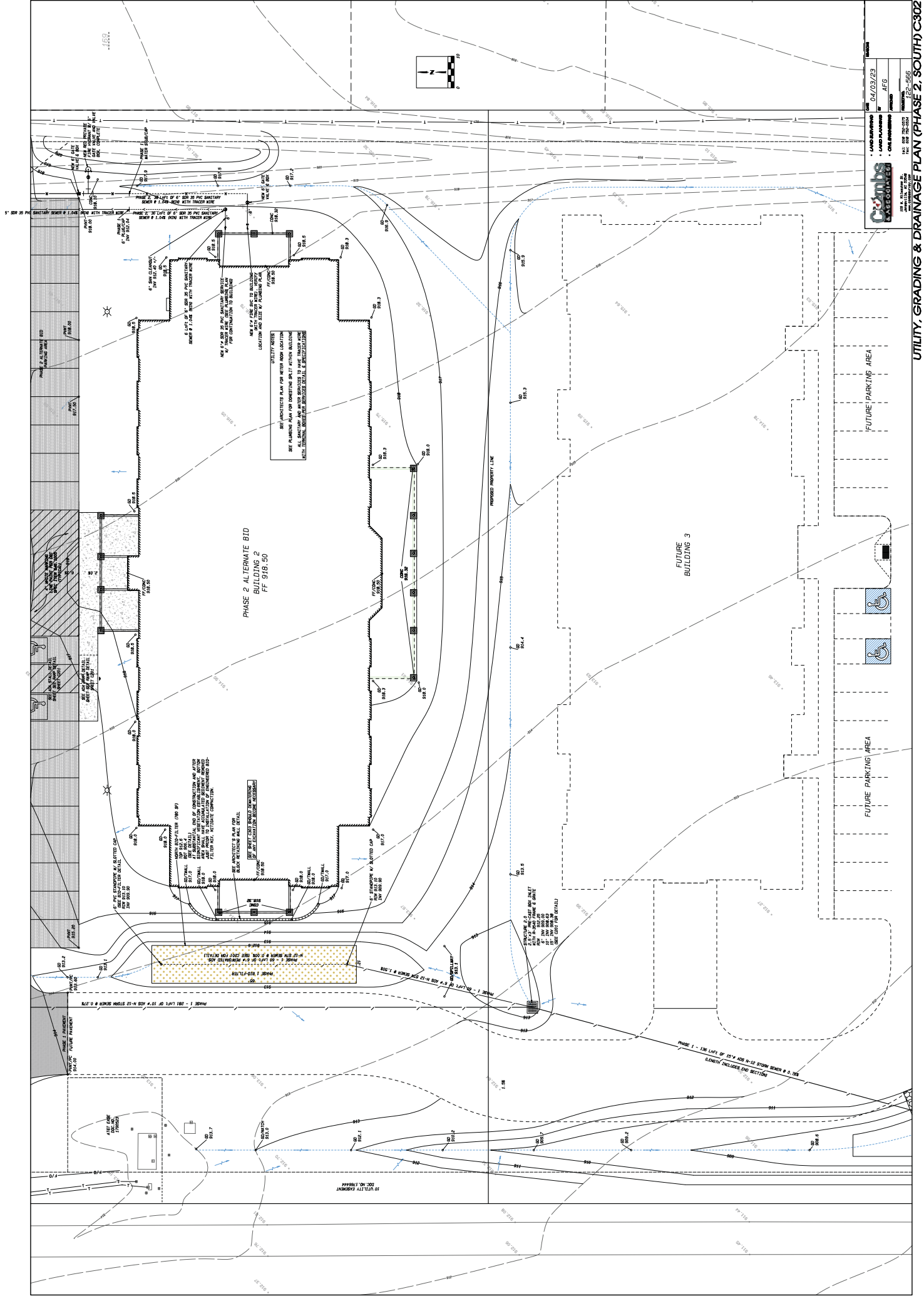
122-566
 DIMENSION PLAN C700





UTILITY, GRADING & DRAINAGE PLAN (PHASE 1 ONLY, SOUTH) C307

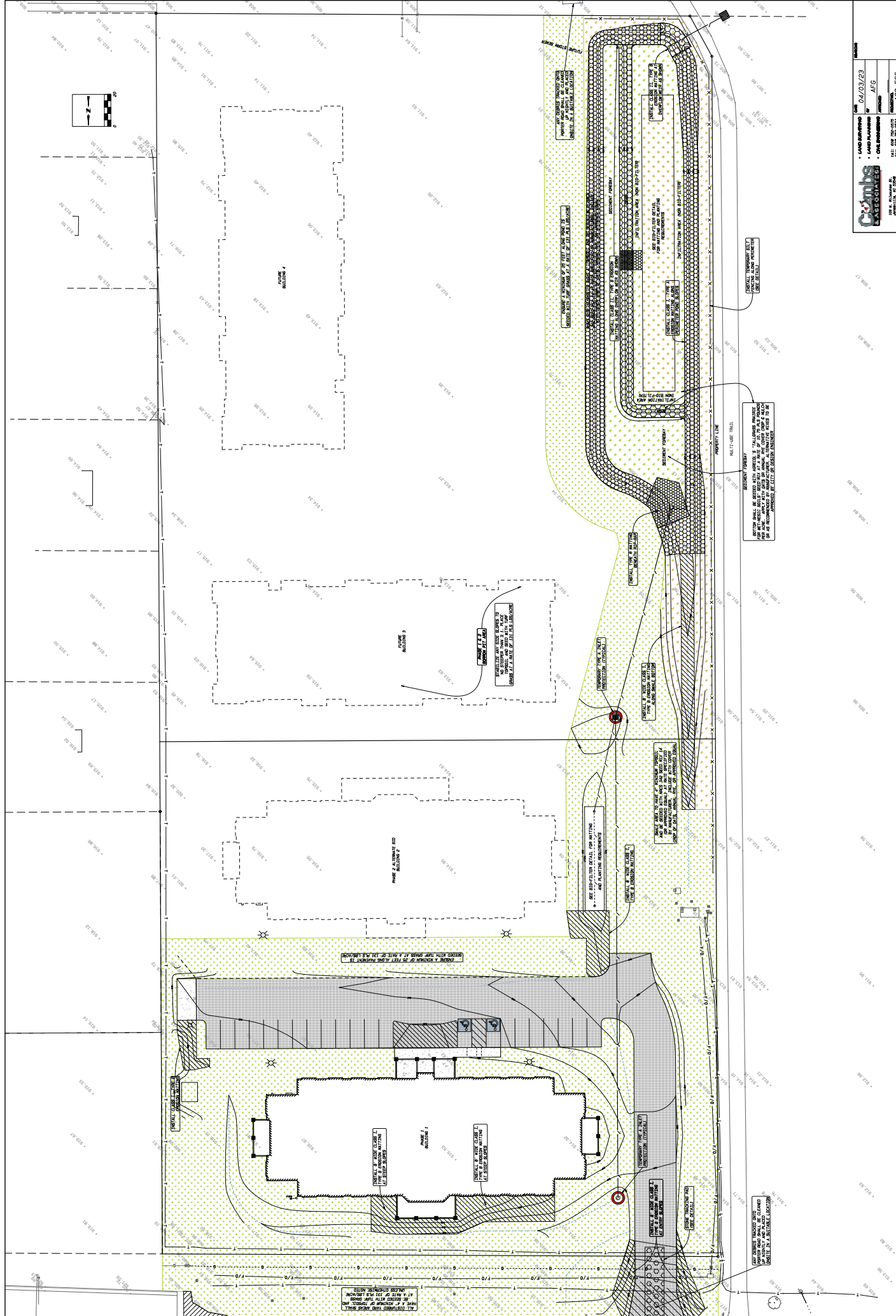
DATE	04/03/23
PROJECT	AFG
DESIGNED BY	AFG
CHECKED BY	AFG
APPROVED BY	AFG
DATE	04/03/23
PROJECT	AFG
DESIGNED BY	AFG
CHECKED BY	AFG
APPROVED BY	AFG



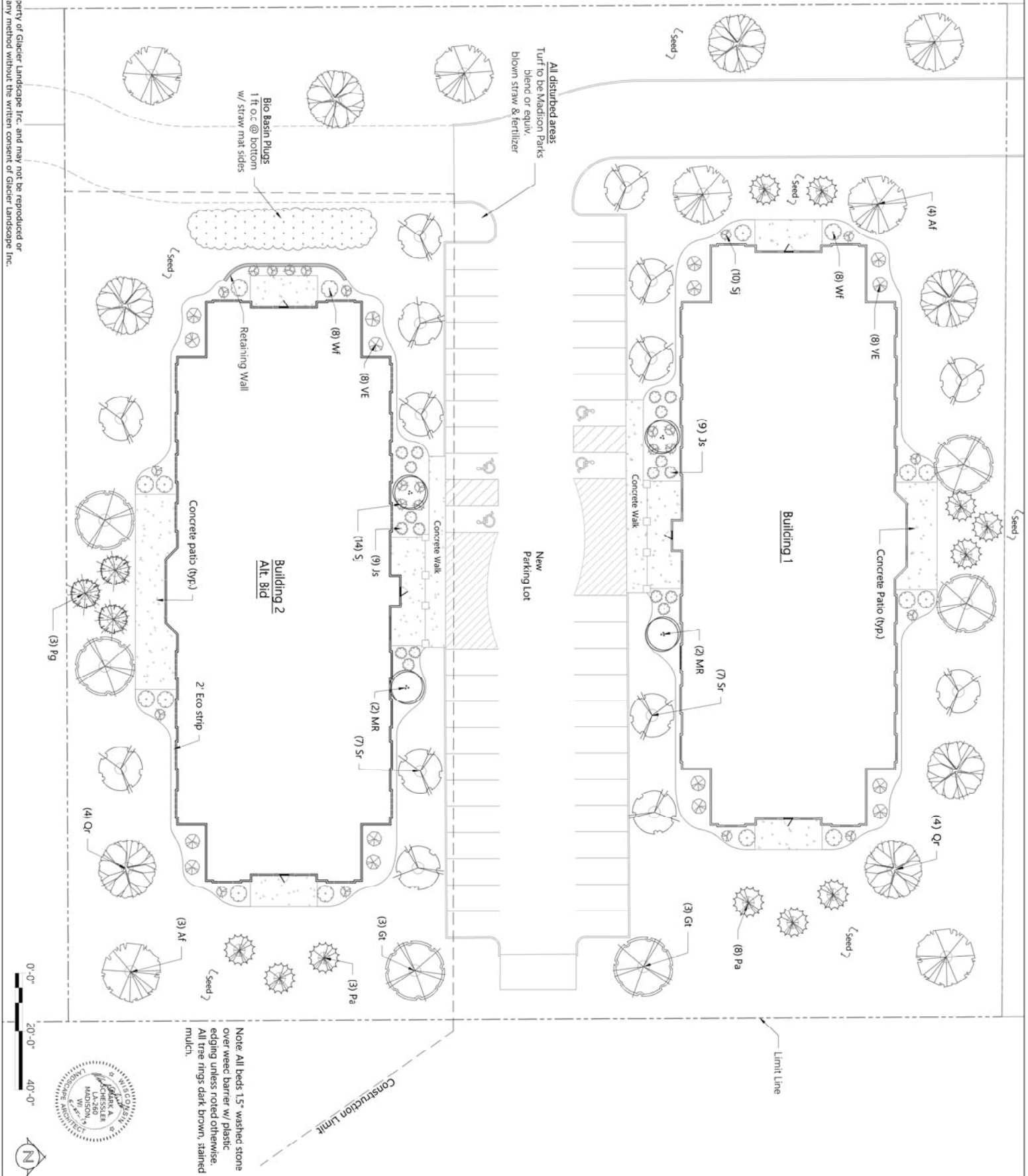
Combs
CONSULTANTS

DATE: 04/03/23
PROJECT: AFG
SHEET: 169
SCALE: AS SHOWN
DRAWN BY: J. L. LEE
CHECKED BY: J. L. LEE
APPROVED BY: J. L. LEE

UTILITY, GRADING & DRAINAGE PLAN (PHASE 2, SOUTH C302)



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Sienna Crest Plant Palette



Marmo Maple



Shademaster Honeylocust



Red Jewel Crabapple



Red Oak



Ivory Silk Tree Lilac



Goldflame Spirea



Sienna Crest Plant Palette



Emerald Triumph Viburnum



Wine & Roses Weigela



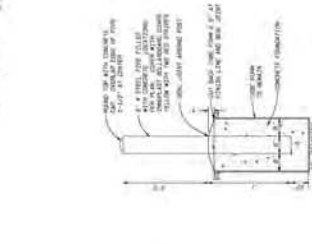
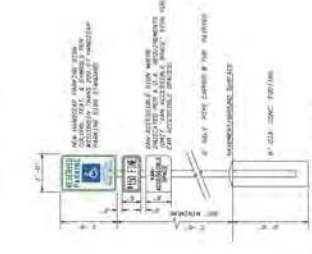
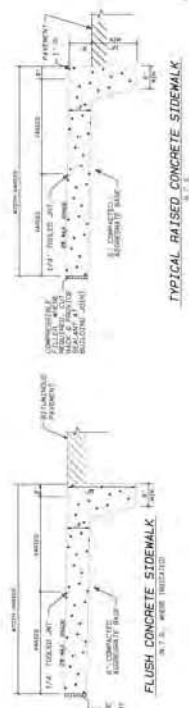
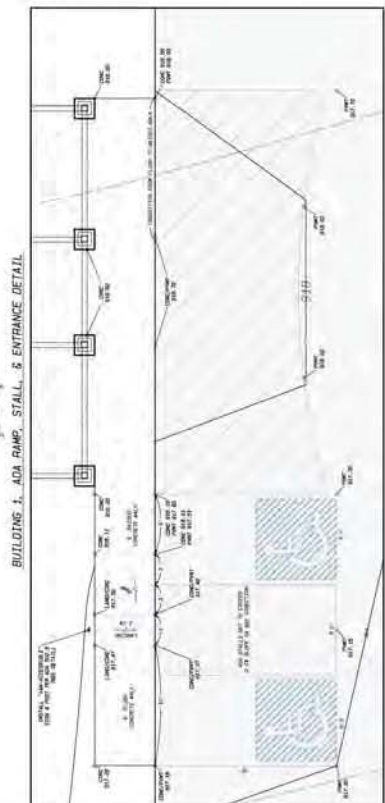
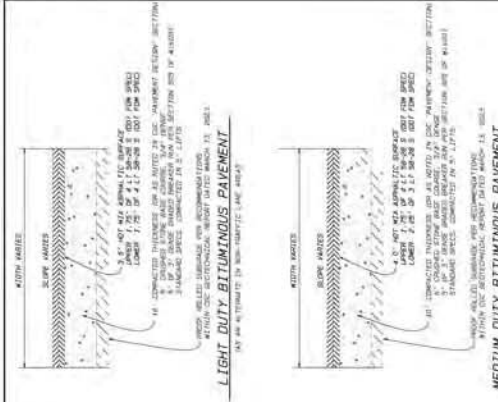
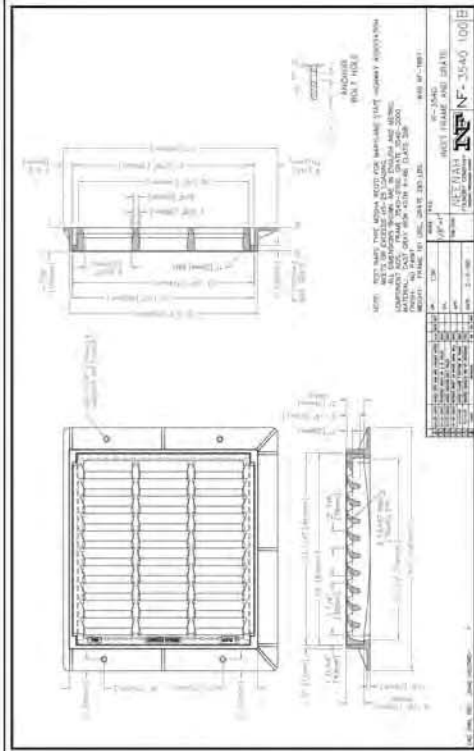
Mini Arcadia Juniper



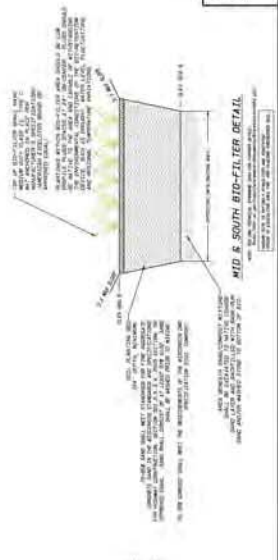
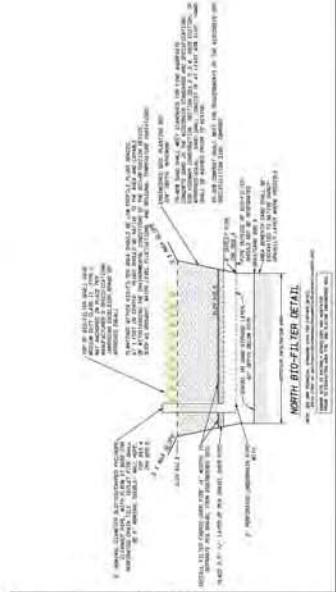
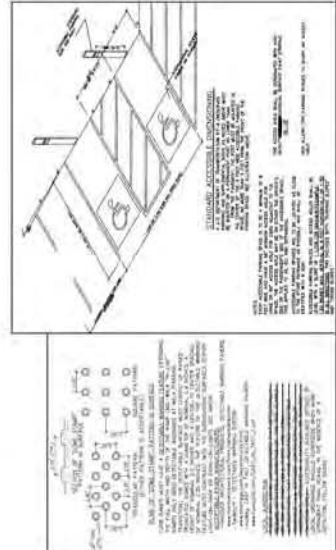
Black Hills Spruce



Norway Spruce

[illegible]

- 1) Wisconsin DOT standard specifications for fillstone and drainage materials (available online at <http://www.wisconsin.gov/dot/specifications>), and Wisconsin Dept. of Transportation, NDS (a public domain) Project Order.
- 2) Comparison treatments:
 - a) Baseline treatment: 100% fillstone (control) (fillstone alone)
 - b) Base course: 50% fillstone (1:1), 50% standard Companses.
- 3) Material PFG 1 (see Fig. 1) (basal material, also for the control, Table 1002-2 of the manual of Specifications).
- 4) The material is an amended version of 1.5 mm (No. 10) for drainage part of just one course.





City of Evansville

Community Development Department

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

Date: January 13th, 2026

To: Common Council

From: Colette Spranger, Community Development Director

Re: Init Ordinance 2026-01: Amending Division 17 (Residential District Three) of Chapter 130 (Zoning)

Background

There are two main drivers for the amendments proposed by this ordinance update:

- Developers looking to improve their existing properties through creative infill development, especially in older neighborhoods in the City
- Plan Commission/Common Council desires and community need for more and varied housing options throughout the City

The last set of major zoning code updates (made in 2024) centered around lowering minimum lot sizes in an effort to enforce density in the R-1 and R-2 zoning districts. These changes were not carried forward to the R-3 zoning district, despite the intention of the R-3 zoning district to encapsulate multifamily development, which by nature is high density.

Reception at Plan Commission and Common Council has been positive. Minor changes were made between January and now – shed sizes have been restored to 200 square feet, and Plan Commission now has the option at site plan approval to waive parking and open space requirements in older parts of the City.

Staff would also like the Common Council members of Plan Commission to sponsor this ordinance.

Recommended Motion: Plan Commission recommends Common Council adopt Ordinance 2026-01, Amending Division 17 (Residential District Three) of Chapter 130 (Zoning)

**CITY OF EVANSVILLE
ORDINANCE # 2026-01**

**AN ORDINANCE UPDATING DIVISIONS 17 (RESIDENTIAL DISTRICT THREE) 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 the goals of the Smart Growth Comprehensive Plan, last updated in September 2022, specifically those related to lot size, layout, density, and intent for certain residential districts.

SECTION 2. Lot size minimums were decreased in the R-1 and R-2 districts in 2024 through Ordinance 2024-05, leading to an inconsistency in lot size minimums allowed within the R-3 zoning district.

SECTION 3. Lowering lot size minimums increases density for new development. Voluntarily decreasing lot size and allowing for higher density residential developers is a tool recommended by the League of Wisconsin Municipalities and the Wisconsin Housing and Economic Development Authority, among others, as a method to encourage housing development in the face of a housing stock shortage, and to encourage housing in the “missing middle”.

SECTION 4. Common Council and Plan Commission wish to encourage infill development within older neighborhoods of the City and acknowledge that reasonable modifications to the R3 district can be made in order to enable creative solutions to increase the City’s housing stock.

SECTION 5. The Evansville Plan Commission held a public hearing on January 6, 2026, 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 2026-01 be approved by Common Council.

SECTION 6. The changes proposed in Ordinance 2026-01 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:

DIVISION 17. RESIDENTIAL DISTRICT THREE (R-3)

Sec. 130-1021. Purpose and intent.

The purpose of the R-3 district is to provide a means of obtaining the residential goals and objectives of the Smart Growth Comprehensive Plan. The R-3 district is intended to protect and enhance the character and value of residential areas primarily occupied by varied dwelling types of moderate density and to accommodate areas planned for new residential development of moderate density.

(Code 1986, § 17.41(1), Ord. 2023-15)

Sec. 130-1022. Uses permitted by right.

The following uses are permitted in the R-3 district:

- (1) Places of worship and all affiliated uses, all grade schools, libraries and hospitals, water storage facilities and related structures.
- (2) Municipal buildings, except sewage plants, garbage incinerators, warehouses, garages, shops and storage yards.
- (3) Public parks, playgrounds, and recreational and community center buildings and grounds.
- (4) One or more private garages and one accessory building per principal building clearly incidental to the residential use of the property. Additionally:
 - a. No accessory building may exceed 200 square feet.
 - b. The total area of any attached garages shall not exceed the area of the foundation of the dwelling.
 - c. The total area of any detached garages shall not exceed the area of the foundation of the dwelling.
 - d. The total area of the private garage(s) shall not exceed 13 percent of the total area of the lot, if the area of the lot is less than 10,000 square feet, and shall not exceed 11 percent of the total area of the lot, if the area of the lot is 10,000 square feet or more.

- (5) Uses customarily incidental to any of the uses listed in subsections (1)--(5) of this section, provided that no such use generates traffic or noise that would create a public or private nuisance.
- (6) Not over four boarders or lodgers not members of the family per dwelling unit.
- (7) Multiple-family dwellings up to four units
- (8) Roominghouses, boardinghouses or lodging houses for not more than 15 roomers or boarders.
- (9) Home occupation, when meeting all of the criteria of section 130-531.
- (10) Community living arrangement (one to eight residents) (per section 130-377).
- (11) Community living arrangement (nine to 15 residents) (per section 130-378).
- (12) Family day care home (per section 130-532).

(Code 1986, § 17.41(2); Ord. No. 2002-4, § 15, 4-9-2002; Ord. No. 2003-7, § 10, 10-14-2003, Ord. 2005-28, Ord. 2023-15)

Sec. 130-1023. Uses permitted as conditional use.

The following conditional uses shall be allowed in the R-3 district only after issuance of a conditional use permit as prescribed by article II, division 4 of this chapter:

- (1) Home occupation, which does not meet all of the criteria of section 130-531.
- ~~(2) Public buildings, such as colleges and universities, including private music, dancing, business, and vocational schools, but not to include sewage plants, garbage incinerators, warehouses, garages or storage areas.~~
- ~~(3) Institutions of a charitable or philanthropic nature, hospitals, clinics and sanitariums; and libraries, museums and community buildings, private clubs and fraternities, except those whose principal activity is a service customarily carried on as a business, and except also riding clubs.~~
- ~~(4) Telephone, telegraph and electric transmission lines, buildings or structures.~~
- ~~(5)~~(2) Indoor institutional uses (per section 130-373) and indoor recreational uses (per section 130-376).
- ~~(6)~~(3) Group day care center (per section 130-413)
- ~~(7) Funeral homes, undertaking establishments and cemetery memorial retail businesses.~~
- ~~(8)~~(4) ~~Multiple family dwellings greater than four units and multiple~~Multiple-family dwellings where there are more than one principal-land-use structures on the same lot.
- ~~(9)~~(5) Community living arrangement (16 or more residents) (per section 130-379).

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

(Code 1986, § 17.41(3), Ord. 2005-1, Ord. 2005-23, Ord. 2005-28, Ord. 2005-44, Ord. 2007-21, Ord. 2023-15)

Sec. 130-1024. Requirements for all uses.

Within the R-3 district, the following standards shall apply:

- (1) Maximum building height: 35 feet.
- (2) Minimum front and street side yard setback: ~~20~~15 feet.
- (3) Maximum front yard and street side yard setback: ~~25~~20 feet for building closest to street.
- (4) Minimum rear yard setback: 25 feet.
- (5) Minimum side yard setback: ~~10~~8 feet, total 20 feet ~~both per~~ sides
- (6) Detached garage and accessory building side yard and street side yard setback not including an accessory dwelling unit:
 - a. 3 feet for side yards.
 - b. 20 feet for street side yards.
- (7) Minimum lot width at setback line: 70 feet.
- (8) Minimum building separation: 10 feet
- (9) Minimum lot frontage on public road: 50 feet.
- (10) Minimum lot area:
 - ~~a. Single family: 8,000 square feet.~~
 - ~~b. Two family: 10,000 square feet.~~
 - ~~c. Multifamily dwelling units between two and four units: 3,000 square feet per unit.~~
 - a. Units/Parcels containing more than ~~two~~four dwelling units: 2,500 square feet per unit.
 - b. Within areas categorized as Historic Neighborhood or Central Mixed Use on the Future Land Use Map of the City's Smart Growth Comprehensive Plan: 2,000 square feet per unit
 - ~~A.~~
- (11) Height of detached garages and accessory buildings: Shall not exceed the height of the principal structure
- (12) Minimum above-grade floor area for a dwelling unit: ~~1,000 square feet.~~700 square feet per unit, plus 300 square feet per additional bedroom

~~(12)~~(13) Plan Commission may elect to waive or reduce parking space requirements for developments categorized as Central Mixed Use or Historic Neighborhood on the Future Land Use Map.

Sec. 130-1025. Requirements for multifamily developments. This section applies to multifamily buildings with more than four units and/or with more than one principal land use structure on a single lot:

- (1) Buildings shall have primary entrances that face the front or street side right-of-way and connect to City sidewalk with a pedestrian walk.
- (2) Parking Areas
 - a. Minimum paved surface setback: 5 feet from side or rear, 10 feet from street.
 - b. Parking areas and/or garages are not permitted in front or side yards.
 - c. Parking areas with drives in excess of 100 feet should be inter connected.
- (3) Usable open space: Usable open space shall be provided on each lot used for multifamily dwellings. 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 enjoyment by occupants of the development, but shall not include public or private streets, drives or drainageways. Plan Commission may elect to waive this requirement for developments categorized as Central Mixed Use or Historic Neighborhood on the Future Land Use Map.
- (4) Each unit must have its own dedicated outdoor area (such as a patio or balcony) of at least 24 square feet. The total of these dedicated outdoor areas may be used towards the usable open space requirement in (~~e~~3) above.
- (5) Outdoor refuse and recyclable storage areas shall be located on a concrete pad and surrounded by a fence or enclosure constructed of durable, weatherproof materials that match or compliment the materials used on the principal structures.
- (6) Building size and massing shall be compatible with other structures on the lot and of those on adjoining properties.
- (7) Building materials and exterior roofing shall be compatible with materials and colors with other buildings on the lot and on adjoining properties. Building materials shall include at least 50% durable materials (such as stone, clay or masonry brick, decorative concrete masonry) on street facing facades.
- (8) Mailbox installations shall comply with USPS regulations and are not permitted on City-owned parcels or within the right-of-way.
- ~~(9)~~ City Staff or Plan Commission may require building orientation to be adjusted to meet site-specific concerns or address aesthetic considerations of nearby properties.

(Code 1986, § 17.41(4); Ord. No. 2003-9, § 6, 9-9-2003; Ord. No. 2003-11, § 6, 10-14-2003, Ord. 2007-21, Ord. 2012-16, Ord. 2023-15)

Secs. 130-1026--130-1040. Reserved.

Passed and adopted this ___th day of _____, 2026.

Dianne C. Duggan, Mayor

ATTEST:
Leah L. Hurtley, City Clerk

Introduced: 01/13/2026
Notices published: 12/23/2025, 12/30/2025
Public hearing held: 01/06/2026
Adopted:
Published: (within 10 days of adoption)

Sponsor(s): _____

Drafted on 1/2/2026 by Colette Spranger, Community Development Director
Updated on 1/30/2026 by Colette Spranger.

**CODE ENFORCEMENT SERVICES CONTRACT BETWEEN
THE CITY OF EVANSVILLE AND MUNICIPAL CODE ENFORCEMENT, LLC**

THIS AGREEMENT is between the **City of Evansville, 31 S Madison St., P.O. Box 529 Evansville, WI 53536** (hereinafter “City”) and **Municipal Code Enforcement, LLC, PO Box 62, Delavan, Wisconsin, 53115**, (hereinafter “MCE”) as of this **1st** day of **March, 2026**.

RECITALS:

WHEREAS, the City requires code enforcement services; and

WHEREAS, MCE maintains an agency that regularly enforces and administers municipal codes for various municipalities, providing services that include, but are not limited to, review of the municipal code, response to property complaints, completion of code inspections, preparation of written orders for repair, preparation and issuance of citations, administration of landlord licensing and vacant building programs, and other miscellaneous code enforcement activities; and

WHEREAS, the City and MCE desire to contract with each other for such code enforcement services as set forth herein, to be provided by MCE to the City; and

WHEREAS, the City agrees to compensate MCE at the rate set forth herein for performing these services.

NOW THEREFORE, for valuable consideration, and with the express intention on the part of both parties that this contract is legally binding, the parties do agree to the following:

1.) SCOPE OF SERVICES – MCE agrees to provide the City with the following code enforcement services at the discretion of the City:

- **Violation Monitoring**
 - Property Maintenance
 - Unsightly Debris
 - Weeds, Grass, Trees, or Other Vegetation
 - Junked, Unlicensed, or Abandoned Vehicles/Boats
 - Snow Removal
 - When a violation is present pertaining to any of the items above, orders will be sent to the property owner with details of the violation and a deadline to come into compliance. After the compliance deadline has passed, a re-inspection of the property will take place to determine the status of the violation and further action will be taken, as necessary, which may include any of the following:
 - Direct communications with property owners
 - Phone call or email
 - Final notice

- Granting of extensions if warranted based on the judgment of MCE after consultation with the City
 - Issuing municipal citations through the City police department
 - Nuisance abatement pursuant to City Code
 - Costs billed to property owner, according to fee schedule set forth in the Evansville Municipal Code (hereinafter “Code”) as updated from time to time with guidance of MCE, possibly resulting in possible special charges against property owner.
- **Municipal Programs:**
 - Vacant Building Program
 - Landlord Licensing Rental Inspection Program
 - Short-Term Rental Inspection Licensing Program
 - Tree Removal Permitting Program
 - Liquor Licensing Program
 - Restaurant Grease Trap Compliance Program
- **Additional Tasks:**
 - Building Condemnation
 - Court Attendance and Evidence Preparation
 - Review and Recommendations for Improvement to Municipal Code of Ordinances
 - Collaboration with Building Inspector
 - Continuous Improvement of Municipal Codes and Ordinances
 - Other Issues/Complaints/Nuisances
 - Landlord/Tenant/Neighbor Dispute Mediation
 - Safety Hazard Elimination

2.) DUTIES – MCE shall perform the code enforcement services set out in the Scope of Services above for the City. MCE’s jurisdiction shall be concurrent with the City’s boundaries including extraterritorial boundaries. Within said jurisdiction, and in the performance of those duties, MCE shall have the full lawful authority and responsibility to enforce the Code and issue citations, specific Chapters and Sections of the Code, including ordinances for which a statutory counterpart exists. MCE’s agents and employees shall not have the authority to make arrests for violations of the Code. It is specifically the intent of the parties that MCE is not a law enforcement officer within the meaning of Wis. Stat. § 165.85(2)(c). MCE shall cooperate with the City’s Police Department in investigating and issuing citations and other pursuing other enforcement activity as needed by the City’s Police Department to complete matters originating with MCE’s investigative and Code enforcement duties.

3.) HOURS AND COMPENSATION – Unless otherwise agreed upon by both parties, MCE shall provide no more than **14 hours per week** in code enforcement services and

shall be compensated at the rate of **\$49.00 per hour**. MCE shall send the City an invoice every month detailing the number of hours provided and the amount owed. If an automatic renewal of this contract is enacted, as detailed below, this hourly rate shall increase by 3%, rounded to the nearest dollar, for each year that the automatic renewal takes place.

4.) TERMS OF CONTRACT – This contract shall begin **March 1, 2026** and end on **December 31, 2026**. This contract shall automatically renew, unless an amendment or a subsequent contract is executed by both parties, no less than 60 days before the contract end date. The term of the renewal contract shall be one year.

5.) DOCUMENTS AND OPEN RECORDS REQUESTS – All documents produced by MCE in the course of its performance under this contract shall be deemed to be records of the City and shall be turned over to the City upon request or upon termination of this contract for any reason. In the event of an open records request that implicates records that MCE possesses or has access to, MCE shall provide the requested records to the City of Evansville within five (5) business days of written request to MCE.

6.) MONTHLY REPORT – MCE shall provide the City Administrator with a monthly report containing a summary of its work on City matters for each month of the Contract term for the prior month's work. The report shall be delivered to the City Administrator by the tenth (10th) day of each month.

7.) TERMINATION WITHOUT CAUSE – Notwithstanding the contract term specified in this contract, both the City and MCE shall have the right to terminate this contract, without cause, by giving 90 days' written notice to the other party.

8.) TERMINATION WITH CAUSE – Notwithstanding the contract term specified in this contract, the City of Evansville shall have the right to terminate the contract with cause, in whole or in part, if it determines that MCE has failed to perform satisfactory work. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall provide MCE at least thirty (30) days' written notice prior to the date of termination.

If the contract is terminated with cause, MCE shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by MCE up to the date of termination that were accepted by the City.

9.) ASSIGNMENT – MCE shall not assign, transfer, or convey any rights under this contract without the prior written consent of the City.

10.) INSURANCE – MCE shall at its own expense, procure and maintain the following insurance coverage and shall provide a certificate of insurance to the City Clerk verifying these coverages, including any required endorsements or riders, during the term of this contract:

- General Liability – One Million Dollars (\$1,000,000.00) combined single limit and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury, personal injury, and property damage.
- Automobile Liability Insurance
- The City of Evansville shall be named as an additional insured on MCE's insurance policies, on a primary and non-contributory basis, with subrogation rights against the City waived.

11.) INDEPENDENT CONTRACTOR – It is agreed and understood between the parties that MCE is an independent contractor. MCE is not an employee of the City of Evansville and shall not be entitled to any benefits enjoyed by employees of the City. MCE remains in control of all of its employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards for performance thereof. All MCE personnel rendering services hereunder shall be, for all purposes, employees of MCE, although they may act as officers or agents of the City while acting within the scope of the services performed under this contract.

12.) INDEMNIFICATION – To the fullest extent permitted by law, MCE shall defend, indemnify, and hold harmless the City, its elected and appointed officials, employees, consultants, and volunteers and others working on behalf of the City, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the mistake, error, omission or negligence of MCE, or by any officer, employee, representative, or agent of MCE or the material breach of any obligation under this contract by MCE, or by any officer, employee, representative, or agent of MCE. MCE shall have no obligations under this section to the extent that any Claim arises as a result of MCE's compliance with specific municipal laws, ordinances, rules, regulations, resolutions, executive orders, or other instructions received from the City and lawfully and properly carried out by MCE. If either party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident. Nothing herein shall be construed to be a waiver of statutory liability immunity provided by Wisconsin Statutes and caselaw. This indemnification is further limited by the amounts of statutory limits of municipal liability provided by Wisconsin Statutes and caselaw.

13.) APPLICABLE LAW – This contract shall be governed in all respects by the law of the State of Wisconsin, and any litigation with respect thereto shall be brought in the courts of the State of Wisconsin.

14.) SEVERABILITY – If any term or provision in this contract is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be stricken from this contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this contract. If any provision or part thereof of this contract is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the

extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as legally possible.

15.) ENTIRE AGREEMENT – This contract and all other agreements, exhibits, attachments, and schedules referred to in this contract constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this contract and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this contract by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this contract.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and intend for the agreement to be effective as of the date and year first specified above.

Allison Schwark, Municipal Code Enforcement, LLC Date

NAME, TITLE Date

ATTEST:

NAME, TITLE Date

C. Strengths and Challenges of The City of Evansville's Economic Climate

The City of Evansville has both advantages and challenges when seeking to attract potential businesses and industry. During the 2015 Comprehensive Plan update, workers highlighted strengths and challenges of the local economic climate. These can be found below in Table 8.2.

Table 8.2: Highlight of Evansville's Economic Climate

Strengths	Challenges
High quality of life for residents.	Lack of variety of businesses to meet people's everyday needs.
A municipal electric utility that offers substantially lower rates over the long term than large, for profit electric companies.	Perceived telecommunication limitations.
A great location between two metropolitan areas.	Residents of the City of Evansville are very mobile and can easily drive to nearby communities to purchase services and products.
Young, educated local workforce.	Volunteer fire department is strained by growing population
Full time police department.	High housing prices relative to other Rock County communities.
Safe community atmosphere.	Poor utilization of downtown parking.
Lower housing and living costs in comparison with Dane County.	Limited available sites for light industry.
Historic character.	Local businesses do not have hours that meet the needs of the large number of residents who work outside of the community.
One-stop contact for planning, permitting, and zoning.	Underutilized segments of rail infrastructure.
Generally, high household and family income levels compared to state averages.	Perceived high property taxes.
Access to rail infrastructure.	Poor proximity to the interstate.
High income relative to Rock County.	
High quality, progressive school district.	
Efforts to showcase alternative energy technologies.	

D. Current Business Districts

There are five primary business environments in the City of Evansville: downtown, the Water Street industrial development area, the east side development area, neighborhood business development, and USH 14. Additionally, tourism, which is discussed later in this chapter, brings a significant amount of business into Evansville. What follows is a profile of each of these business environments.

Downtown Evansville is the historic heart of the community. It extends along Main Street between First Street and Union Street. Streetscaping improvements have been completed to enhance the historic character of the area. This included improvements to the street surface, sidewalks, signage, building facades, lighting, and plantings. Additional streetscaping could further enhance the user experience of the downtown, including curb bump outs to ease pedestrian crossings and additional landscaping. Future efforts should include the promotion of higher



FIGURE 8D: VIEW OF DOWNTOWN EVANSVILLE BUSINESSES.

density residential development in and adjacent to the downtown to provide a concentrated local customer base and the addition of public gathering spaces to facilitate social interactions and provide an area for events within the downtown. These improvements are important to create a pleasant and unique experience, which is important to incentivize shoppers to visit the downtown.

The Water Street Industrial Development Area is a 60-acre development located south of USH 14 on the southeast side of the City. This area includes large and small industrial uses. The majority of the land in this area has been developed, and the City has seen a shortage of light industrial space in recent years. One of the priorities of the future land use map is the designation of areas that can accommodate further light industrial development within the future boundaries of the City.



FIGURE 8E: IMAGE OF WATER STREET INDUSTRIAL DEVELOPMENT AREA.

The East Side Development Area is located along USH 14 between CTH M and Weary Road. This area is differentiated from development along the USH 14 corridor (described below) because the focus of development is a mix of commercial and industrial. This area has additional sewer capacity to serve larger industrial businesses and freight rail access along the southern portion of the area. This area could accommodate a variety of unique development proposals with a mix of uses.

Union Street/US Highway 14 has several businesses located along the route in Evansville. Highway 14 receives a large amount of through traffic. Most of the uses along this corridor are highway-oriented commercial establishments. The area where these businesses are located may experience development pressure from commercial establishments seeking larger parcels than those currently available downtown.

Neighborhood Business Development is located within existing neighborhoods. These include convenience stores, dental offices, and home occupations. These businesses provide common goods and services to nearby residents, improving the walkability of the neighborhoods in which they are located.

VI. Desired Business and Industry

First and foremost, Evansville will encourage existing businesses to remain in Evansville. Coordination with the Chamber of Commerce and other business organizations to work with the Community Development Department and frequently meet with business owners. These visits slowed down due to the COVID-19 pandemic. Expansion of existing businesses is also something the City aims to encourage.

Entrepreneurs are a hard-to-describe aspect of business development, as their work spans industries or typical business models. Often these types of businesses are responding to emerging needs in a fast-changing economy. Thriving entrepreneurship will lead to a diverse economy that provides economic resilience and an active and vibrant business environment.

While it would be tempting to cater to any business that is interested in establishing or relocating its operations to Evansville, the reality is that some businesses are more suitable or complementary to the existing local economy than are others. The City aims to target the following types of industries.

A. Agriculture and Biotech Companies

Given Evansville's rural location between major metropolitan areas, businesses that serve agricultural uses can capitalize on the agricultural land around Evansville. Numerous agriculture-related businesses already exist in Evansville, demonstrating an opportunity for complementary businesses. Examples of these include small or mid-scale processing facilities, distribution hubs, and agriculture-supporting biotech facilities.

B. Professional, Educational and Technical Companies

Many communities across Wisconsin share the desire to attract professional, educational and technical companies, such as software consulting firms and software developers, because businesses like these don't rely as heavily on proximity to major roadways and rail lines. To be successful at attracting these types of companies, the City of Evansville will need to promote its central location and the numerous factors that contribute to the City's quality of life, including the potential labor source of qualified candidates already living in Evansville.

C. Additional Local Retail and Service Businesses

In the 2022 Community Survey, 57% of respondents indicated a desire for more opportunities to shop, dine, and do business in Evansville. Understanding the local market demand for merchandise or services will be key for successful businesses. Currently, most residents have little choice but to patronize businesses available in nearby communities for their common needs. Many franchises and "big-box" stores do not consider Evansville, as larger populations in the nearby metro areas are more easily serviceable. Therefore, Evansville provides good opportunity for small business owners.

Service businesses (e.g. restaurants, coffee shops, sweet shop/ice cream parlors, grocery stores) are also desired in the downtown and along USH 14. These businesses, like retail choices, should seek to capitalize on the local family market and high percentage of homeowners. Potential businesses might include food (i.e. bakery, winery, and pizzeria) and theater space. Bed and breakfast establishments are also desired to meet the growing need for local accommodations and to serve non-motorized tourists using regional trails or scenic byways.

D. Expanded Industrial and Manufacturing Opportunities

Industries are desired to provide quality jobs to local residents. Ideally, industries would capitalize on the City's central location, high quality of life, agriculturally oriented surroundings, skilled workers, and access to the railroad.

E. Construction and Skilled Trades

Additional opportunities exist in the skilled trades, such as electrical and plumbing. Residential development is strong in the City of Evansville and the surrounding area. As such, it continues to provide an increasing share of the area's tax base and is likely to remain a steady source of employment for many younger workers.

VII. Economic Development Opportunities

Use of supporting goals, objectives and policies provided in this chapter will help the City to capitalize on these opportunities.

A. Importance of City's Financial Strength

Many of City assisted or public-private partnership projects may require City borrowing for either incentives or infrastructure installation. The City is obligated to always consider the "but-for" factor in all TIF agreements or projects. Additional considerations are made when determining the type of incentive offered such as the borrowing capacity of the City.

Positive bond ratings on borrowed funds lead to lower interest loans which leads to more opportunities to work with developers. Economic diversity with a City's strong financial position leads to better bond ratings, leading to better lending options, leading to more opportunities to assist developers in creating a diverse economy. The four (4) current TIDs represent a diversity in development with a mix of health care, redevelopment of an area supporting many small businesses, new commercial development and manufacturing.

B. Industrial Development

The location of a railroad line through Evansville provides opportunities for industrial businesses that could utilize the railroad to reduce shipping costs. The City has begun to promote development along the active Union Pacific rail line in the City's southeast. Successful development of this corridor could spur efforts to open the northern portion of the rail line between Evansville and Oregon, thus providing a more direct route to Madison. To promote the available sites on the rail line, the City has partnered with the Madison Regional Economic Partnerships (MadREP),

which maintains a database of available, shovel-ready industrial sites in the region. Appropriate areas for construction of small scale industrial buildings are identified on the future land use map.

C. Tourism

The City recognizes that tourism is an economic driver for the community as well as validation of the quality of life and resources that exist here. The Evansville Tourism Commission identifies tourism opportunities and administers the annual expenditures of tourism dollars.

The Tourism Commission has funded or supported multiple community endeavors, such as the holiday lights, Fourth of July celebrations, the Art Crawl, Evansville Underground Music, and other community-minded events that bolster Evansville's small town atmosphere and sense of place.

D. Expansion and Enhancement of Downtown District

The City has implemented various recommendations of the *Allen Creek & North Union Street Redevelopment Master Plan* in order to expand Evansville's downtown further east. Future development of the City-owned 155 E. Main Street site (previously known as the old Bauer Haus property) and plans for the Ice Age Trail to run through Evansville's downtown will be future assets to the core of the community.

Evansville's historic downtown is a true community focal point that is important to the residents of the community. To maintain the integrity of this area, Evansville has design standards for non-residential property in the B-2 (central business) district in addition to the basic zoning of a property. However, the design standards do not provide specifics for lighting and façade improvements. Rather, the ordinance includes provisions for building form, including setback, height, mass, horizontal rhythms and vertical rhythms (which generally require that new development be modeled after existing development in the immediate vicinity and conform to the general design theme of the downtown area). The ordinance states that the Plan Commission will determine if new structures, building additions, building alterations, and restoration or rehabilitation correspond to the general design theme of the downtown.

To be more effective, the ordinance must provide illustrations to clarify important design considerations. Likewise, specific information related to signage, lighting, building materials, and landscaping standards should be included to more clearly define what is acceptable and avoid potential inconsistency in the basis of Plan Commission decisions over time.

Any changes to the design standards ordinance must be developed with local business owners and interest groups (e.g. Evansville Historic Preservation Commission, Economic Development Committee and Chamber of Commerce). Updating this ordinance needs to be a near-term priority in order ensure any redevelopment that occurs fits in with the future vision of the Downtown.

E. Previously Commissioned Plans and Reports

Recommendations included in these plans should be implemented in conjunction with this comprehensive plan to ensure that the economic development opportunities desired are being realized. This will require coordination with utilities and community facilities, and transportation improvements identified in previous chapters. The recommendations should be reviewed every five years to measure progress and identify additional objectives.

2007 R.A. Smith & Associates Allen Creek & North Union Street Redevelopment Plan

The *Allen Creek & North Union Street Redevelopment Master Plan* was adopted by the City in 2007 to promote and guide redevelopment with the goal of expanding Evansville's downtown to include the areas around Allen Creek and North Union Street. Even in 2022, it continues to provide sound siting and design considerations for new development both near Allen Creek and around the City.

The Union Street area is an older industrial district, located in a high traffic area that has a number of large buildings and lots. Drainage is a problem due to the location of the parcels between Allen Creek to the west and a wetland

to the east. Expanding the downtown area will allow the City to improve the public space within the downtown, and may incentivize people travelling through Evansville to stop in the downtown. It will also provide a more attractive corridor through the City, improving its image. For example, new commercial buildings along Union Street could have dual frontages facing both the street and a potential bicycle and pedestrian path along Allen Creek. This path might someday be extended beyond the south edge of the City to connect with the Ice Age Trail and other regional trails described in the Transportation Element.

The plan provides recommendations for future commercial, residential, and light industrial development within the redevelopment area. These recommendations utilize Allen Creek and associated wetlands as recreational and open space assets, rather than viewing them as hindrances to development. The plan also identifies design guidelines for new commercial buildings, streetscapes, parking lots, and public spaces to maximize the effectiveness of the redevelopment and enhance the downtown environment.

2012 Ady Voltedge Retail Market Analysis

Ady Voltedge, a national economic development consulting firm, completed a retail market analysis in 2012. Some key recommendations that the City can act on include:

- Refine a cohesive vision for the downtown shopping area.
- Describe a cohesive vision for the east side shopping area.
- Identify and act on areas of shared needs among business owners – activities that would provide benefits to individual business owners as well as to the shopping areas as a whole.
- Work to increase the *awareness* and *interest* in local shops among area residents.

The City should seek to implement the recommendations in the *Retail Market Analysis*, as well as ensure that the analysis is available to the business community.

2016 Entrepreneurship Findings and Recommendations

A sub-committee of the Economic Development Committee prepared a report based on interviews with local business owners to answer two questions: Does Evansville need a business incubator, and what business services should or can the City provide? The results of the interviews concluded in three main goals: improve the overall perception of the City; offer programs and services to start-ups and existing businesses, and address physical space issues. Some of the specific suggestions to achieve those goals are incorporated in the goals and objectives section of this chapter.

VIII. Tools and resources to promote economic development

The City of Evansville has many unique opportunities, existing plans, and partner organizations that can be of great assistance to future economic development needs.

A. City Economic Development Tools and Resources

Tax Increment Financing (TIF)

Tax Increment Financing (TIF) allows communities to undertake a public project to stimulate beneficial development or redevelopment that would not otherwise occur. It is a mechanism for financing local economic development projects in underdeveloped and blighted areas. Taxes generated by the increased property values pay for public improvements and development assistance.

Tax increment Districts (TIDs) are used for a variety of purposes and can promote a variety of economic growth. The City has had eight (8) TIDs in total with five (5) currently open as of 2022. The districts themselves represent a diversity of economic development and opportunity:

- TID 5 was established as a redevelopment district. This district was used to improve the downtown area, preserve many historic buildings and offer incentives to strengthen the business community in the downtown. Funding was used primarily for infrastructure including stormwater management, a new bridge,