

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, September 1st, 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 August 4th, 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 Rezoning Application RZ-2026-02 to rezone parcel 6-27-559.5171 for proposed Westfield Meadows 2nd Addition Subdivision
 1. Review Staff Report and Applicant Comments
 2. Public Hearing
 3. Plan Commissioner Questions and Comments
 4. Motion with Conditions
 - B. Review and Discussion of Westfield Meadows 2nd Addition Preliminary Plat and Draft Land Divider’s Agreement
 - C. Public Hearing, Review, and Motion for Rezoning Application RZ-2026-03 to rezone parcel 6-27-173 (101 W Church Street) from R-1 to B-1
 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 Possible Motion for Ordinance 2026-08: Creating Section 130-505 Data Centers in Chapter 130 (Zoning)
 1. Review Staff Report and Applicant Comments
 2. Public Hearing
 3. Plan Commissioner Questions and Comments

-Mayor Abbey Barnes, Plan Commission Chair

4. Possible Motion with Conditions
8. Discussion
9. Community Development Report
 - A. Building Permit Activity – July
 - B. Code Enforcement Activity - July
10. Upcoming Meeting: October 6th, 2026 at 6:00pm
11. Adjourn

-Mayor Abbey Barnes, Plan Commission Chair

**City of Evansville Plan Commission
Regular Meeting
Thursday, August 4th, 2026, 6:00 p.m.**

MINUTES

1. Call to Order at 6:00pm.

2. Roll Call:

Members	Present/ Absent	Others Present
Mayor Abbey Barnes	P	Colette Spranger, Community Development Director
Aldersperson Bill Lathrop	P	Nancy Greve
Aldersperson Chuck Boyce	P	Cassie Steiner
Susan Becker	P	Karl Lauterbach
John Gishnock	P	Jared Micks
Mike Scarmon	P	
Ry Thompson	P	

3. Motion to approve the agenda, by Lathrop, second by Gishnock. Motion to move item 6 to after discussion of 8A. Approved unanimously.

4. Motion to waive the reading of the minutes from the July 7th, 2026 meeting and approve them as printed by Lathrop, second by Boyce. Approved unanimously.

5. Civility Reminder.

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

7. Action Items

8. Discussion

A. Zoning and Regulation for Data Center Land Uses

Review of materials provided by staff. Spranger first addressed why the City was working on data center zoning and site regulation when, in general, there is no interest from these companies in investing in Evansville. In short, the City can make better decisions by being proactive about such uses rather than being surprised by them when they show up unannounced. This is a good exercise for Plan Commission to envision how they would like such a use to look and operate within the City. She then went over what can and cannot be achieved by a moratorium, noting that Evansville did not meet the legal requirements to enact one. They can, however, spend time to create a thoughtful zoning land use that captures the public's concerns and looks out for the city's best interests.

Thompson mentioned he was curious about wastewater reuse and noted that closed loop cooling systems make water usage less of an issue. Spranger noted that zoning regulation could not dictate how the utilities are regulated or operated.

Gishnock voiced his support for an ordinance. He would like the City to "ask for the sky" in reference to this kind of use, noting that the nearby Village of DeForest did exactly that and

rejected a proposal because the developer could not or would not meet those expectations. He would like to see the surrounding townships work together if there is a shared interest in limiting development of this particular use. He is in favor of bringing any kind of development to the public early in the process and is against the City signing any non-disclosure agreement (NDA). He wonders if the City has the capability of banning them.

Lathrop found the Boardman Clark write up very useful. He wonders if there is support in the Town [of Union] for data center development, as the City's regulation would not pertain beyond its boundaries. He is mindful of the impact, both physically and financially, such a use may have on residents.

Scarmon notes that zoning can restrict things like size and height, and that the City's industrial districts can limit the intensity of any project. He would like to see a reclamation plan or strategy if such a development goes belly up.

Boyce notes that data centers are the latest "boogeyman" in popular culture. We don't have a project in front of us, so that buys us time to think. He is of the opinion a smaller center might be okay for the City, but that in no way can the City support a hyperscale model that is creating controversy elsewhere in Rock County. He considers NDAs and tax implications/incentives all part of the negotiation process.

Barnes echoes the previous concerns and wonders if the City's lighting ordinance is strong enough to address what is typical at a data center. Spranger does not think it goes far enough for this use, which is often lit 24/7 for security purposes.

The Commission then opened for public comment, as all in the audience were in attendance for this topic.

- Jared Micks would like there to be strong enforcement if any agreement is violated. He also notes that the closed loop system is not 100% efficient and expresses the opinion that such a facility is very unlikely to operate as advertised.
- Cassie Steiner appreciates the conversation and notes 76% of Wisconsinites think the costs outweigh the benefits when it comes to data centers. She cites that 73% of water withdrawal comes from electricity generation, and closed loop water systems shift the demand back to electricity, so there is no clear winner in terms of impacts to public utilities. The closed loop system also is a source of PFAS in the water supply.
- Karl Lauterbach echoes previous concerns and is particular concerned about decibel levels generated by these uses.
- Nancy Greve appreciates the proactive discussion.

Commissioners thanked attendees for participating and welcomed them back to future discussions.

B. 2025 Wisconsin Act 173 Updates

Spranger reported briefly that it was likely the City would need to update its comprehensive plan, particularly the land use and housing chapters, in 2027 in order to be compliant with this legislation by January 1, 2028.

9. Community Development Report

A. Building Permit Activity – June

B. Code Enforcement Activity - June

10. Upcoming Meeting: September 1st, 2026 at 6:00pm

11. Adjourn at 7:13 pm.



PLAN COMMISSION STAFF REPORT

Applications: RZ-2026-01

Applicant(s): Grove Homes

Parcel: 6-27-559.5171 **Location:** 700 Block of Badger Drive

September 1, 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 has submitted an application requesting rezoning of the lots associated with the proposed Westfield Meadows Second Addition subdivision plat. This report also updates Plan Commission on where the proposed plat stands and offers commentary on the proposed land divider's agreement. A public hearing will be held on the rezoning. Municipal Services Committee still needs to make a recommendation on the plat, which will happen at its September 29th meeting.

Current Zoning: R-3 Residential District Three.

Proposed Zoning: R-2 Residential District Two and LL-R Large Lot Residential.

If approved, this would be an example of downzoning, or changing the land use to allow for a less-dense development. This lot was originally created with the intention to enable denser housing development such as an apartment building or age-restricted housing.

There are 9 proposed lots. In order to meet the Smart Growth Comprehensive Plan's threshold of 3.66 dwelling units per acre for newly subdivided land, this development would need to yield 11 dwelling units upon build out. (The Plan does not say whether or not the 3.66 dwelling units per acre includes or excludes right-of-way. For sake of this subdivision, given the concerns regarding driveway access around the cul-de-sac bulb, staff is choosing to exclude the right-of-way for a net acreage of 2.97 acres.) Therefore, at least two of the lots need to be developed with a duplex in order to achieve this requirement. The City will not be requiring these duplexes to be split along the shared wall.

Lots 1, 2, 3, 5, 7, 8, and 9 are proposed to rezone to the R-2 zoning district, where duplexes are enabled by right. No special approval is needed to build a duplex. City regulations still require Plan Commission review and Common Council approval of a zero lot line CSM, wherein a duplex lot is divided along the shared wall, but pending changes in 2027 this may become an administrative process. The lots as presented meet the bulk requirements for the R-2 zoning district. There is a maximum lot size of 14,000 square feet for a single family residence in Evansville's standard residential zoning districts; the listed lots fall under this threshold, so none will be required to be duplexes. The City Planner and Engineer have recommended that Lot 9 be built as a single family residence given the impracticality of placing a driveway on Badger Drive, whose paving ends before the end of lot. The applicant has agreed upon this term, which is specified in the land divider's agreement.

Lots 4 and 6 are proposed to use the Large Lot Residential zoning district. Plan Commission and City Council have pushed for denser developments to generate new housing and more efficiently provide utility services. Both are in excess of the lot size limits of the R-2 district, both for single and two-family residences. However, given the configuration of the cul-de-sac bulb, it is extremely difficult to create a lot that conforms to the lot area maximums while also providing sufficient (and required) street frontage.

One of the intents of the Large Lot Residential district is “to provide a means of obtaining the goals and objectives of the Smart Growth Comprehensive Plan with regard for natural features that prevent many lots from conforming to the lot area maximums of the City’s standard residential zoning districts.” Since the plat otherwise meets the Plan’s goals of density, staff is of the opinion this is an appropriate use of the Large Lot Residential district. Large Lot Residential also allows duplex homes to be built by right.

Preliminary Plat and Land Divider’s Agreement Comments

Much discussion and consideration has been given to the existing berm on the undeveloped and undivided lot. Residents of the lots along Seventh Street contend that they were promised landscaping along the berm by the developer/builder of their homes, who is the same one proposing development of the lot. They would like to see this promise fulfilled as part of this plat. However, there have been instances of localized flooding on the Seventh Street lots following large rain events. There is suspicion the berm may be to blame for this flooding, as the original drainage plans for the Westfield Meadows plat assumed water would be flowing through the backyards of these lots down to Badger Drive, where it would then flow into the regional stormwater system. Instead, many of these lots drain between the houses and flows to Seventh Street before it gets to Badger Drive. Staff is of the opinion that it would be highly irregular for the City to approve, much less mandate, and kept landscaped berm across multiple private properties. A grading plan will be submitted along with the final plat and reviewed by the engineer prior to the next Plan Commission meeting.

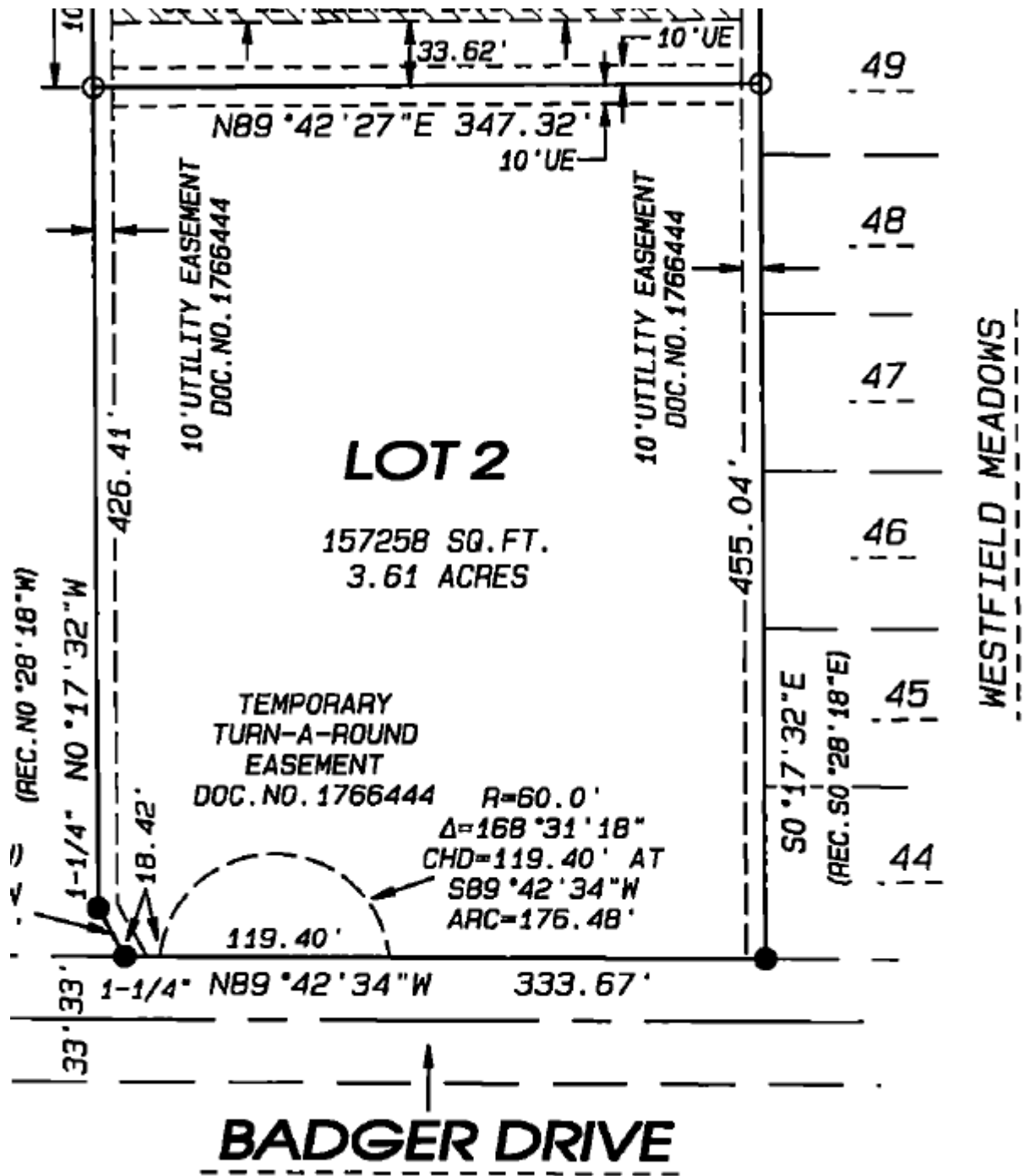
The preliminary plat is nearly ready for approval. Per the City’s subdivision ordinance, the following items should be shown on the plat:

- Current/proposed zoning
- Regional floodplain location
- Existing easements
- Proposed easements

The Municipal Services Committee will need to review the plat and give a recommendation. Typically a five foot easement along the side and rear yards is requested. There is an existing 10’ easement around the perimeter of the current lot. There is also a temporary turnaround easement that will need to be released as part of approval. Locations of those easements are shown on the next page from the most recent land division involving this lot. (A CSM adjusting lot lines was administratively approved by the Community Development Director per Section 110-4(5) of the Subdivision Ordinances, resulting in an enlarged lot for the Sienna Crest development on and decreasing the size of this lot.

Staff Recommended Motion

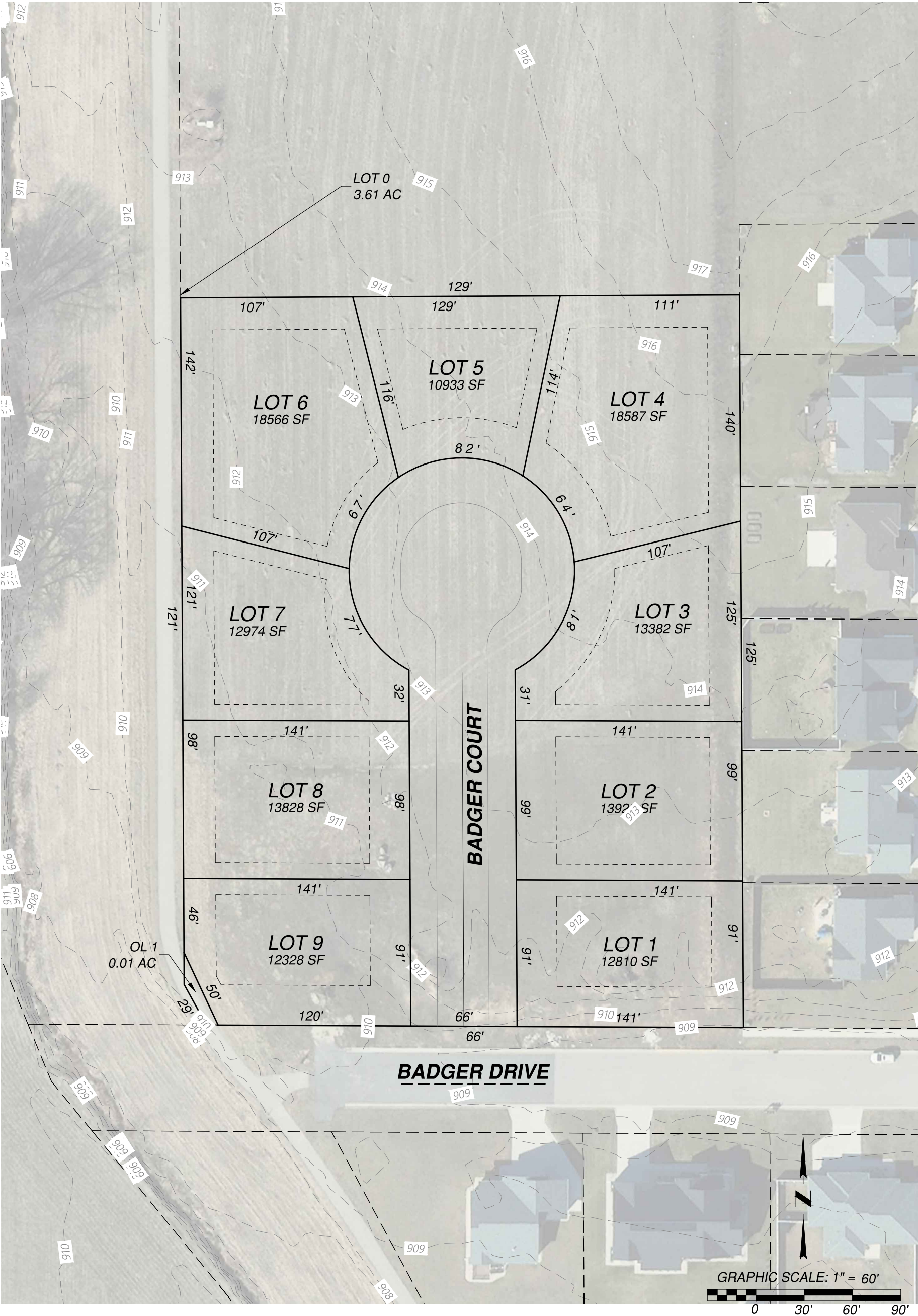
No motions are recommended for this evening. If Plan Commission’s discussion is positive and there are few concerns remaining, staff will direct the applicant to finalize the preliminary plat and create a final plat. Then, Plan Commission will be able to recommend approval of preliminary and final plats, the rezoning request, and the land divider’s agreement at its October 6th meeting. Common Council could then take action to approve the entire package at its October 13th meeting.



Lot 171 was adjusted in size through a CSM. This shows the location of existing easements on the parcel.

WESTFIELD MEADOWS SECOND ADDITION

LOT 2 OF CERTIFIED SURVEY MAP NUMBER 42-507 AS DOCUMENT NUMBER 2308601 SITUATED IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, T.4N., R.10.E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



Project No. 126-189
For: GROVE PARTNERS



- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combssurvey.com

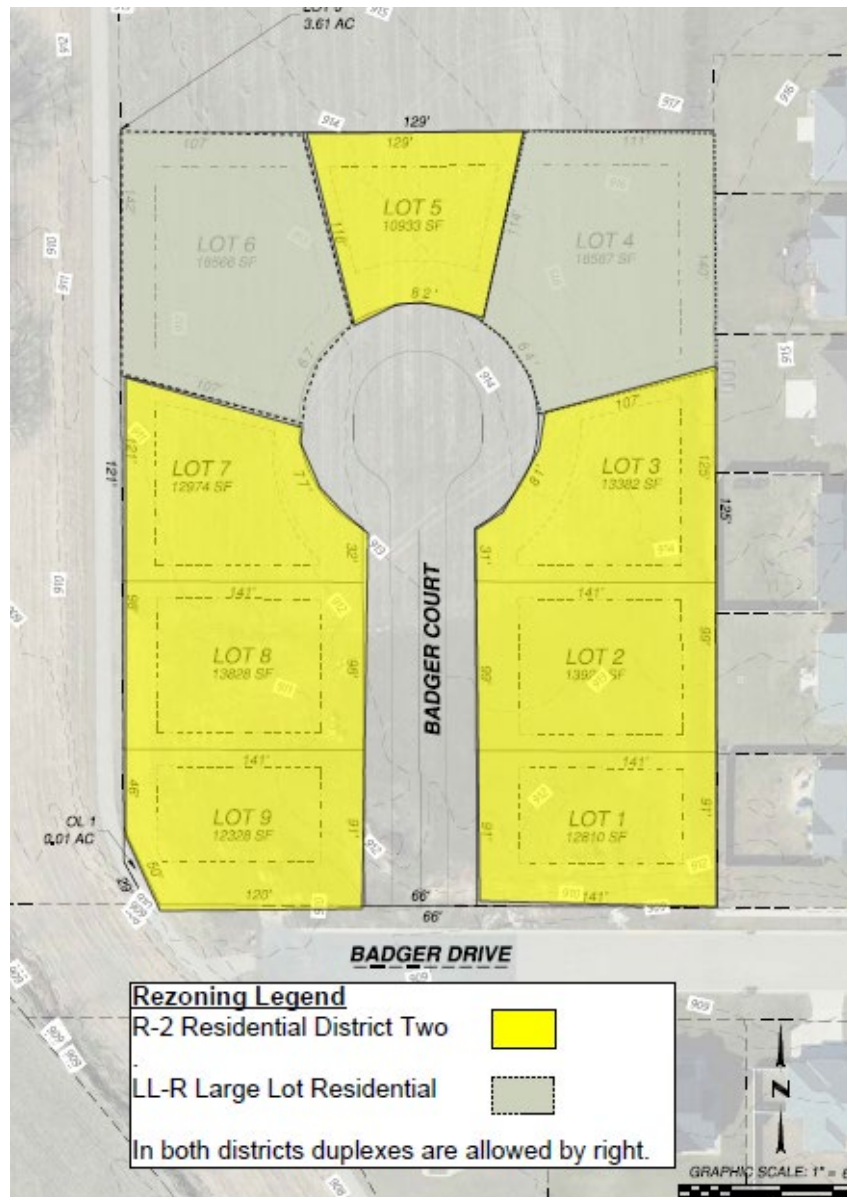
tel: 608-752-0575
fax: 608-752-0534

**CITY OF EVANSVILLE
ORDINANCE # 2026-05**

An Ordinance Rezoning Lots within the Westfield Meadows Second Addition Subdivision

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

SECTION 1. Zoning Classification. In accordance with Section 130-171 to 130-176, Evansville Municipal Code, Section 62.23(7)(d)2 of the Wisconsin State Statutes and upon recommendation of the Plan Commission and the findings of the Common Council that such zoning district change is in the best interest of the City, and all necessary notices having been given, and the required public hearing having been held, and the Plan Commission having made its recommendation of approval in writing to the Common Council, that the zoning classification of parcel 6-27-559.5171 be changed from Residential District Three (R-3) to Residential District Two (R-2) for Lots 1 through 3, 5, and 7 through 9, and to Large Lot Residential (LL-R) for Lots 4 and 6. The area to be rezoned is indicated on the map below:



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

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

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

Passed and adopted this ____th day of October, 2026.

Abbey Barnes, Mayor

ATTEST:
Leah L. Hurtley, City Clerk

Introduced: 6/9/2026
Notices published: 8/13/2026, 8/20/2026
Public hearing held: 9/1/2026
Adopted: _____
Published: (within 10 days of adoption)

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

Drafted on 6/4/2026 by Colette Spranger, Community Development Director
Updated on 8/28/26 by Colette Spranger.

FINAL LAND DIVIDER'S AGREEMENT- Westfield Meadows, Second Addition

This Agreement made this ____ day of _____, 2026, between Grove Partners, LLC, hereinafter called the "Developer," and the City of Evansville, a municipal corporation of the State of Wisconsin, located in Rock County, hereinafter called the "City."

WHEREAS, Developer owns approximately 3.61 acres of land in the City of Evansville that is legally described in Appendix A;

WHEREAS, Developer desires to subdivide and develop the above-described land for residential purposes to be known as Westfield Meadows, Second Addition, hereinafter called the "Subdivision"

WHEREAS, on the ____ of _____, 2026, the City's Plan Commission recommended to the City's Common Council approval of a preliminary and final plat for the Subdivision subject to certain conditions, and on ____ of _____, 2026 Common Council approved a preliminary and final plat for the Subdivision subject to certain conditions;

WHEREAS, upon approval, the above-described land is zoned R-2 Residential District Two and LL-R Large Lot Residential;

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

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

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

ARTICLE I. Land; General Conditions

- A. Easements. Developer hereby grants a temporary easement over all areas not platted as public to the City for access and inspection during construction of the Public Improvements described in Article III.
- B. Fee-in-lieu of Parkland. The Developer's obligations for the dedication of parkland and/or fees in lieu of Parkland have been satisfied by the Final Land Divider's Agreement and any addendums for the Westfield Meadows subdivision.
- C. Survey Monuments. Developer shall properly place and install all survey or other monuments required by statute or ordinance prior to any particular phase being accepted. Internal survey monuments shall be installed after the Public Improvements described in Article III are completed.
- D. Deed Restrictions. Developer shall execute and record deed restrictions in a form as will be separately approved by the City prior to the sale of any lots in the subdivision. Such restrictions shall include, but are not limited to, covenants as follows: that there shall be no further division or

subdivision of lots within the Subdivision unless in accordance with municipal subdivision and zoning ordinances; that easements for utilities, drainage, stormwater conveyances within the subdivision are permanent; and that this final land divider's Agreement has been entered into between Developer and the City, a copy of which is on file in the City Clerk's office. This final land divider's Agreement shall be recorded by the Developer with the Rock County Register of Deeds.

E. Housing Type and Density.

1. In order to comply with the housing density goals outlined in the Smart Growth Comprehensive Plan, updated and adopted September 22, 2022, and in order for lots on this plat to meet bulk requirements per Chapter 130 of the Evansville Municipal Code, Lots 1, 2, 3, 5, 7, 8, and 9 shall be rezoned to the R-2 Residential District Two zoning district and Lots 4 and 6 shall be rezoned to the LL-R Large Lot Residential zoning district.
2. The Developer shall achieve a housing unit density of at least 11 units. City and Developer agree that densities in the development may range from 11 to 17 units at build out.
3. Lot 9 shall be built as a single family residence.

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

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

H. Grading, Erosion and Silt Control.

1. Developer agrees to submit a plan for the maintenance and disposition of on-site topsoil.
2. Prior to commencing site grading, Developer shall submit for approval by the City Engineer a grading plan. The plan shall provide sufficient control of the site to prevent siltation downstream from the site. Developer shall provide to the City written certification from the Developer's engineer that the plan, in its execution, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including provision for notification of land disturbance to the State of Wisconsin Department of Natural Resources.
3. Developer shall cause all grading, excavation, open cuts, and site slopes and other land surface disturbances to be mulched, seeded, sodded or otherwise protected so that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications on file with the City Clerk's office.
4. Developer shall immediately place effective erosion control procedures along downslope areas and along sideslope areas as required to prevent or reduce erosion where erosion during construction will result in a loss of soil to waters of the state, public sewer inlets or off-site. During the period of construction at a site, all erosion control procedures necessary to meet the performance standards of Wisconsin Statutes Chapter SPS 321.125, shall be properly implemented, installed and maintained by Developer, building permit

applicants, and the subsequent landowners. If erosion occurs after building construction activities have ceased, some or all of the erosion control procedures shall be maintained by Developer until the site has been stabilized.

5. Developer shall restore all disturbed areas and re-grade any areas not allowing the flow of surface water as specified in the grading plan.
- I. Applicability. The requirements of this Article I apply to the construction and installation of sanitary sewers, water mains, public streets (including signage), private streets, electrical systems, landscaping and storm water management facilities and shall remain in effect until the acceptance, by resolution adopted by the Common Council, of all Public Improvements required by this Agreement.

ARTICLE II. Phases and Development.

- A. Construction of Public Improvements. Developer shall notify the city at least 30 days in advance of completing Public Improvements as described in Article III and obtains approval of the same. Developer shall complete installation of the Public Improvements described in Article III. Developer shall install as part of a phase or sub-phase any Public Improvements which are not physically located within said phase or sub-phase but are necessary to serve the lots within it.
- B. Phases Identified. The subdivision shall be completed in one phase.
- C. Timing of Phases. Developer shall begin installation of the Public Improvements described in Article III for each phase of the Subdivision as follows:
- D. As soon as the Developer has obtained all necessary approvals of the Plans and Specifications described in Article III and has filed with the City Clerk all required documents, including but not limited to the irrevocable letter of credit referenced in Article IV, Section C.

ARTICLE III. Public Improvements.

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

by the Wisconsin Department of Workforce Development.:

D. Water Distribution System.

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

E. Sanitary Sewers.

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

F. Surface Water Drainage System.

1. Developer shall construct, install, furnish, and provide adequate facilities for storm and surface water drainage including, but not limited to: piping, inlets, junction structures, and storm water appurtenances, throughout the entire Subdivision and to perform the grading plan all in accordance with the approved Plans and Specifications and all applicable federal, state and local ordinances, specifications, regulations and guidelines for the construction of storm and surface water drainage systems in the City of Evansville and approved by the City Engineer.
2. Developer shall maintain roads free from mud and dirt from construction of the Subdivision.
3. City will issue no building permit for any lot until the finish grading of the entire phase, including that lot, has been accepted by the City. Finish grade shall be

defined as spot elevations at lot corners.

4. City shall retain the right to require Developer to install additional storm and surface water drainage measures and erosion control measures as needed in accordance with generally accepted engineering standards prior to acceptance by the City of the storm and surface water drainage improvements.
5. Upon completion of each phase or sub-phase, Developer shall clean all storm sewers and shall repair any defects as determined by the City Engineer prior to presenting the improvements for acceptance by the City.
6. Developer shall re-grade areas as directed by the City if contractors who grade individual lots do so in a way that interferes with the flow of surface water as specified in the grading plan.
7. Developer shall guarantee the establishment of vegetative cover planted within any storm water basins, swales or green ways for a period of three (3) years from the date of the City's acceptance.
8. Developer agrees that the top of foundation and the minimum elevation in the lowest opening in the foundation for any future structure built on any Lot in the subdivision should be listed on the final recorded plat. After building permits are issued and at foundation and footing inspections, the City Engineer shall be provided verification of the top of foundation and the minimum elevation in the lowest opening in the foundation by a registered surveyor.

G. Public Streets.

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

by the Common Council.

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

H. Sidewalks/Pathways.

1. Developer shall construct, furnish, install and provide five-foot wide concrete sidewalks within the public rights-of-way on both sides of all public streets.
2. Sidewalks may be installed on a lot-by-lot basis as houses are constructed; however, Developer shall install all sidewalk on a block face where sidewalk is specified within one (1) year of when 80% of the lots on the block face are occupied by completed houses
3. Developer shall remain obligated to construct, furnish, install, and provide sidewalks as specified in this Agreement even if Developer enters into agreements with lot purchasers obligating lot purchasers to install the sidewalks.

I. Electrical System.

1. Developer shall pay, in advance, the Evansville municipal electric utility the amount of the utility's estimate of the cost of installing the electrical system in the Subdivision including, but not limited to, the bases for transformers, but not including the transformers themselves, within ten (10) days of receiving the estimate from the utility. Installation will be done in sub-phases as close as practical to the sub-phases for the other Public Improvements.
2. In the event the utility's actual cost to install electrical system is less than the estimate, the utility shall refund the difference to the Developer.
3. In the event the utility's actual cost to install the electrical system is greater than the estimate, Developer shall pay the difference to the utility within thirty (30) days of billing.
4. City shall have the Evansville municipal electric utility install all street lighting in the subdivision. The Developer shall pay the municipal utility's cost thereof including, but not limited to, the cost of labor provided by utility employees to install such street lighting, and the cost of materials, within thirty (30) days of billing.

J. Landscaping.

1. Developer shall remove and lawfully dispose of all outbuildings, destroyed trees, bush, tree trunks, shrubs, and other natural growth and all left over construction materials, construction debris and rubbish from each phase or sub-phase of the Subdivision after the completion of improvements in each phase or sub-phase. The Developer shall not bury any of the materials described in this paragraph in any portion of this Subdivision.
2. Developer shall plant at least one street tree every 40 to 60 feet in the terrace of each lot of a variety and caliper size approved by the City's Municipal Services Director in the fall or spring immediately following completion of the house on each lot and to plant any and all street trees required by this paragraph if any purchasers of lots fail to do so in a timely fashion. The location of said planting

shall be approved by the Municipal Services Director to assure that the plantings will not impact underground utilities.

- K. Street Signs. City shall purchase and install all street signs in the subdivision. The Developer shall pay the city's cost thereof including, but not limited to, the cost of labor provided by city employees to install street signs, and cost of materials, within thirty (30) days of billing.
- L. Street lights. City shall purchase and install all street lights in the subdivision. The Developer shall pay the city's cost thereof including, but not limited to, the cost of labor provided by city employees to install street lights and cost of materials, within thirty (30) days of billing.
1. Two street lights shall be required in the right-of-way on the north side of Badger Drive. One shall be located near the entrance to the recreational trail. The other shall be located near the southeast corner of the plat.
- M. Traffic Control Sign
1. City shall provide and apply pavement striping at each crosswalk within the Subdivision and at intersections and approaches outside but near the Subdivision.
 2. The Developer shall pay the City the cost of striping including, but not limited to, the cost of labor provided by City employees to apply such striping, and cost of materials, within thirty (30) days of billing.
 3. Developer shall pay the City the cost of purchasing and installing all traffic control signs including, but not limited to, the cost of labor provided by City employees to install such signs, and cost of materials, within thirty (30) days of billing.
 4. Traffic control sign locations to be indicated on construction plans submitted to the City Engineer.
- N. Correction of Defects. After notification by the Developer, the City Engineer and others shall walk through the development to identify warranty repairs needed. Developer shall correct defects due to faulty materials or workmanship in any Public Improvement which appear within a period of one (1) year from the acceptance of the Public Improvements for each phase or sub-phase of development is released, and shall pay for any damages resulting therefrom to City property. The City may refuse to accept the Public Improvements unless and until they conform to generally accepted industry standards. This correction period does not affect or bar claims for negligence discovered at a later date. Wisconsin law on negligence shall govern negligent workmanship.
- O. Additional Improvements. Developer agrees that if modifications to the Plans and Specifications including, but not limited to, additional drainage ways, sanitary sewers, water mains, erosion control measures, and storm and surface water management facilities are necessary in the interest of public safety or are necessary for the implementation for the original intent of the Plans and Specifications, the City is authorized to order Developer, at Developer's sole expense, to implement the same, provided such order is made in writing to Developer not later than one (1) year after the City's acceptance of the Public Improvements installed by Developer in the final phase of the Subdivision. Such modifications or additional improvement shall be deemed necessary to the extent they meet or conform to generally accepted engineering standards or change in any regulation, law, or code.

ARTICLE IV. Obligation to Pay Costs.

- A. Reimbursement of Professional and Out-of-Pocket Expenses. Developer agrees to reimburse the City for any costs due to the use of professional staff, including, but not limited to, City Engineer, City Planner and City Attorney, in connection with this Agreement. Costs shall be based on invoices or actual out-of-pocket expenses incurred by the City with no overhead added by the City.
- B. Developer's Obligation to Pay Costs. Developer agrees that it is obligated to construct, furnish, install, and provide all public improvements in the Subdivision or necessary for the Subdivision at its own expense or to pay the City's or municipal utility's costs of construction compelled under this agreement. If it is necessary to incur an additional cost not explicitly mentioned in this Agreement in order for Developer to fulfill any obligation of the Developer under this Agreement, Developer agrees the Developer is obligated to pay such cost.
- C. Irrevocable Letters of Credit.
1. For each phase or sub-phase, Developer shall file with the City Clerk (i) a letter describing the scope of the phase or sub-phase that Developer intends to construct and (ii) an irrevocable letter of credit in favor of the City from a lending institution approved by the City in a form approved by the City in an amount sufficient, determined by the City Engineer, to pay the costs the City would incur to complete all Public Improvements for the phase or sub-phase.
 2. No construction of Public Improvements for a phase or sub-phase shall begin until Developer has filed with the City Clerk an irrevocable letter of credit that meets the requirements of the preceding paragraph.
 3. The City Engineer shall determine the amount of each irrevocable letter of credit based on the scope of the Public Improvements for the phase or sub- phase.
 4. The irrevocable letter of credit for each phase or sub-phase shall not expire until 18 months from the date on which Public Improvements as described in Article III are accepted by the City.
 5. Developer shall provide an extension of the duration of such irrevocable letter of credit, upon demand by the City, if not all of the Public Improvements for the phase or sub-phase have been completed and accepted prior to its expiration.
 6. Such irrevocable letter of credit shall stand as security for the reimbursement of costs the city expends under this agreement and for the completion of Public Improvements for the phase or sub-phase until the City accepts the Public Improvements for the phase or sub-phase pursuant to Article V.
 7. The lending institution providing the letter of credit shall pay to the City any draw upon demand, and upon its failure to do so, in whole or in part, the City shall be empowered in addition to its other remedies, without notice or hearing, to impose special assessments in the amount of said demand, or satisfaction cost, upon each and every lot in the subdivision payable in the next succeeding tax year.
 8. The City, in its sole discretion, shall permit the amount of each letter of credit to be reduced

by an amount reasonably proportionate to the cost of the Public Improvements that are paid for by Developer and accepted by the City, provided that the remaining letter of credit is sufficient to secure payment for any remaining Public Improvements required. through the issuance of a letter from the City Administrator to the lending institution that issued such letter of credit agreeing to such reduction.

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

ARTICLE V. Dedication and Acceptance.

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

acceptance of all Public Improvements required to be constructed in this Agreement upon acceptable completion thereof in each phase or sub-phase subject to the reasonable approval of the City Engineer. The City or its representatives shall provide such letter accepting or rejecting Developer's request for acceptance of such Public Improvements within forty-five (45) days of submission of such request in writing to the City Engineer. If such request is rejected, the City or its representatives shall enclose with the notification letter a letter from the City Engineer specifying the reasons for such rejection. As soon as practical after the issuance of such letters of acceptance, the Common Council will adopt resolutions accepting the dedications of Public Improvements in each phase or sub-phase.

ARTICLE VI. Issuance of Building Permits/Occupancy Permits.

- A. No building permits shall be issued by the City for any lot in the Subdivision until the Common Council has approved this Agreement and the final plat of the Subdivision. Additionally, no building permit shall be issued until the Developer has paid in full all sums that are required to be paid within ten (10) days of approval of this agreement by the Common Council, the City Clerk/Treasurer has signed the final plat and the final plat has been recorded.
- B. No building permits shall be issued until the developer has completed the installation of survey monuments.
- C. No building permits shall be issued by the City for any lot on a street until the road base, curb and gutter have been completed and preliminarily accepted by the City.
- D. No building permit shall be issued by the City for any lot until the sanitary sewer and water system serving such lot have been completed and accepted by the City.
- E. No building permit shall be issued by the City for any lot in a phase or sub-phase until all site grading for the phase or sub-phase has been completed and accepted by the City.
- F. No occupancy permit shall be issued by the City for any lot until the first lift of asphalt has been installed on the street adjoining said lot.
- G. No occupancy permit shall be issued by the City for any lot until the stormwater management practices serving such lot have been completed and accepted by the City.
- H. The City reserves the right to withhold issuance of any and all building and/or occupancy permits if Developer is in violation of this Agreement.

ARTICLE VII. Default and Remedies.

- A. Events of Default. As used in this Agreement, the term "Event of Default" shall include, but not be limited to any of the following:
 - 1. Failure by the Developer to pay the City any fees, charges or reimbursement required to be paid under this Agreement.
 - 2. Failure by the Developer to commence and complete the construction of any Public Improvements pursuant to the terms of this Agreement.
 - 3. Failure by the Developer to maintain an irrevocable letter of credit adequate to complete the Public Improvements of any phase or sub-phase pursuant to Article IV.

4. Failure by the Developer to observe or perform or cause to be observed or performed any covenant, condition, obligation or agreement on its part to be observed or performed as set forth in this Agreement.
- B. Remedies on Default. Whenever any Event of Default occurs the non-defaulting party may suspend its performance under this Agreement and, upon thirty (30) days written notice of the right to cure such default, may pursue any legal or administrative action, including the authority to draw upon the irrevocable letter of credit described in Article IV, which appears necessary or desirable to compel the defaulting party to comply with this Agreement and/or to seek an award of monetary damages
- C. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or the Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice in this Article VII
- D. No Additional Waiver Implied by One Waiver. In the event that any agreement contained in this Agreement should be breached by another party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE VIII. Miscellaneous.

- A. Captions. Any captions of the several parts of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- B. Severability. If any term of this Agreement shall, for any reason and to any extent, be invalid or unenforceable, the remaining term shall be in full force and effect.
- C. Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between City and Developer and supersedes all prior discussions and agreements whether written or oral between the parties. This Agreement constitutes the sole and entire Agreement between City and Developer.
- D. Status of City. Nothing herein shall be deemed to create or establish the City as a copartner or joint venturer with Developer in the design, construction, ownership or operation of the Subdivision; nor shall the City be entitled to proceeds or revenues derived from the ownership or operation of the Subdivision.
- E. Good Faith. Any actions taken pursuant to this Agreement will be measured by an implied covenant of good faith and fair dealing.
- F. Ordinances and Municipal Code. All provisions of the City's ordinances and Municipal Code are incorporated herein by reference, and all such provisions shall bind the parties hereto and be part of this Agreement as fully as if set forth at length herein. This Agreement and all work and the

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

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

To Developer:
Grove Partners, LLC
129 North Madison St.
Evansville, WI 53536

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

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

Grove Partners LLC
By:

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

CITY OF EVANSVILLE

Mayor Date: _____

City Clerk Date: _____

(print name and title)

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

(SEAL)
Roger Berg

(SEAL)

Matt Brown

_____(SEAL)
David A. Olsen

DRAFT

APPENDIX A

LOT 2 OF CERTIFIED SURVEY MAP NUMBER 42-507 AS DOCUMENT NUMBER 2308601 SITUATED IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, T.4N., R.10.E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

DRAFT

APPENDIX B

Agreement as to Liability, Indemnity and Insurance

1. FOR VALUABLE CONSIDERATION _____ (CONTRACTOR), hereinafter referred to as "Contractor," acknowledges that the work to be performed for construction of improvements (the "Work") in Westfield Meadows, Second Addition, located in the City of Evansville, hereinafter referred to as "City," will be conducted in accordance with the latest edition of the project plans and specifications as reviewed by the City Engineer and as approved by the City and any other agencies having jurisdiction and on file in the City Clerk's office.

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

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

The policies of insurance so required by this paragraph 2 to be purchased and maintained by CONTRACTOR shall include by endorsement as additional insureds (subject to any customary exclusion in respect of professional liability) the City and City Engineer and include coverage for the respective officers and employees of all such additional insureds. A certificate of insurance shall be provided to the City along with the endorsements listed above. Failure to procure adequate insurance shall not relieve the CONTRACTOR of its obligation under this Indemnity/Hold Harmless Agreement.

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

negligence or omission of a person or entity indemnification hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

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

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

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

Dated:

(print name of CONTRACTOR), a Wisconsin Corporation

By:_____

(print name and title)

By:_____

APPENDIX C

The undersigned purchaser of Lot(s) in the Westfield Meadows, Second Addition Subdivision (the "Subdivision") hereby acknowledges that the City of Evansville will not issue a building permit/occupancy permit until the following conditions are met:

- A. No building permits shall be issued by the City of Evansville (the "City") for any lot in the Subdivision until the Common Council has approved the Final Land Divider's Agreement (the "Agreement") between Grove Partners LLC, (the "Developer") and the City, the City has approved the final plat of the Subdivision, Developer has paid in full all sums that are required to be paid within ten (10) days of approval of the Agreement by the Common Council, the City Clerk/Treasurer has signed the final plat, and the final plat has been recorded.
- B. No building permits shall be issued by the City for any lot on a street until the road base, curb and gutter have been completed and preliminarily accepted by the City.
- C. No building permit shall be issued by the City for any lot until the sanitary sewer and water system serving such lot have been completed and accepted by the City.
- D. No building permit shall be issued by the City for any lot in a phase or. sub- phase until all final site grading for the phase or sub-phase has been completed and accepted by the City.
- E. No occupancy permit shall be issued by the City for the purchased lot until this Appendix C has been signed and submitted to the Building Inspector
- F. No occupancy permit shall be issued by the City for any lot until the first lift has been installed on the street adjoining said lot.
- G. No occupancy permit shall be issued by the City for any lot until a five-foot wide concrete sidewalk within the public right of way has been installed pursuant to municipal ordinances.

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

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

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

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

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

Acknowledged by:

Date:



APPLICATION FOR REZONE – STAFF REPORT

Application No.: RZ-2026-03

Applicant: Studio 608 (Brian and Jenifer Holmes)

Parcels: 6-27-173

September 1, 2026

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



Location: 101 W Church Street

Description of request: An application to rezone parcel 6-27-173 has been submitted to enable a business use at the property.

Existing Use: Vacated church

Existing and Proposed Zoning: The parcel is currently zoned R-1 Residential District One. The applicant proposes B-1 Local Business District. The proposed new zoning would allow a business to operate out of the vacant church building. Places of worship are permitted uses by right in the R-1 district; a business use would need a rezone.

Staff recommended use of the B-1 zoning district to compliment that of the neighboring parcel across the street, home to Maple Grove Dental. Staff did not feel B-2 was appropriate despite the historic nature of the building, given that this location is on two residential streets. The lot meets the intensity, and bulk/lot dimension requirements of the B-1 district. B-1 would also allow someone to use the building as a residence, either single family or multifamily, at a later date if a future owner so desires.

A note on occupancy: Per the building inspector, there is no requirement for the users to change their use from “assembly” to “commercial”, as the “assembly” requirements are more stringent than “commercial”. Occupancy requirements are set by the State of Wisconsin commercial building code. They are not administered by the Community Development Director.

A note on the historic district: The owners are well aware of the expectations of maintaining a building within the historic district. The owners have received a Certificate of Appropriateness from the Historic Preservation Commission for adding an ADA accessible lift on the Church Street entrance. The “main” entrance at the corner will be maintained as an ornamental entrance.

Consistency with the City of Evansville Comprehensive Plan and Municipal Code: This area is existing land use as depicted on the Comprehensive Plan for this parcel is Historic Neighborhood, which recommends the B-1 zoning district as an implementing district.

Staff Recommended Motion: *Motion to recommend Common Council approve Ordinance 2026-07, Rezoning Parcel 6-27-173 from Residential District One (R-1) to Local Business District (B-1).*

**CITY OF EVANSVILLE
ORDINANCE # 2026-07**

An Ordinance Rezoning Parcel 6-27-173 from Residential District One (R-1) to Local Business District (B-1)

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

SECTION 1. Zoning Classification. In accordance with Section 130-171 to 130-176, Evansville Municipal Code, Section 62.23(7)(d)2 of the Wisconsin State Statutes and upon recommendation of the Plan Commission and the findings of the Common Council that such zoning district change is in the best interest of the City, and all necessary notices having been given, and the required public hearing having been held, and the Plan Commission having made its recommendation of approval in writing to the Common Council, that the zoning classification of parcel 6-27-173 be changed from Residential District One (R-1) to Local Business (B-1). The area to be rezoned is indicated on the map below:



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

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

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

Passed and adopted this _____ day of October, 2026.

Abbey Barnes, Mayor

ATTEST:

Leah L. Hurtley, City Clerk

Introduced: 9/1/2026
Notices published: 8/13/2026, 8/20/2026
Public hearing held: 9/1/2026
Adopted: _____
Published: (within 10 days of adoption)

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

Drafted on 8/28/26 by Colette Spranger, Community Development Director



City of Evansville

Community Development Department

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

Date: September 1, 2026
To: Plan Commission
From: Colette Spranger, Community Development Director
Re: Draft Data Center Land Use

Feedback from public comment and Plan Commission discussion earlier in the summer influenced what this conditional use attempts to convey. It focuses on site design and impacts to the physical environment (lighting, vibration) and ecological/social well-being (sound).

This has been submitted to the City attorney for review; it may be that items (a) through (f) would need to be incorporated in the I-3 zoning district standards as opposed to the conditional use section. If so, the ordinance to be read at Common Council will be amended to address that change. A copy of I-3 zoning district is also included, as it would provide the base for site plan review.

The document proposed tonight was modeled after similar ordinances throughout the country. Three, however, provided the most useful content that could be adapted to Evansville's needs. These are:

- [Fairfax County, Virginia](#)
- [City of Sanford, North Carolina](#)
- [Town of New Glarus, Wisconsin](#) (Note: These standards were revoked when the State of Wisconsin took over regulation of wind turbines in 2009. However, the infrasound levels within provide a decent snapshot of how to quantify the effects of low-frequency sound. Municipalities can now be no stricter than the state with regard to wind generation regulation. [Measurement Protocol for Noise Assessment of Proposed and Existing Wind Electric Generation Plants](#) now provides the threshold that needs to be met in Wisconsin for wind turbines.)

In researching for this use, staff reviewed the existing performance standards set by the City. The performance standards section of the zoning code addresses common potential nuisances resulting from intense land uses, particularly those in the industrial districts. If there is evidence or suspicion of a property violating these limits, the City would be within its right to ask the property/business owner for a report from a reputable source proving compliance with the City's performance standards.

While drafted in 1986, the limits and method of measurement for sound and vibration still appear valid and defensible. To measure the limits in that section of the zoning ordinance, a third-party professional in that field would need to provide the data collection, interpretation, and reporting. Since these are often violations or nuisances that aren't easily imagined until they cause an issue, staff wanted to provide a brief overview of what is currently on the books and how that may feel in layman's terms.

Finally, staff conducted a fair amount of research on how to capture the impacts of sounds and lighting, another hot topic discussed in recent months. Suffice to say these two items, similar to data centers, are entire industries and fields of studies in and of themselves. Trying to define what is right for Evansville will remain tricky as technology evolves. Plan Commission should expect to revisit these topics regularly as the City experiences and defines how it wants to look and feel as a community.

Current Regulation on Sound and Vibration

Sec. 130-236. Noise.

- (c) No activity shall produce a sound level outside the I-1, light industrial district, I-2, heavy industrial district or I-3 special industrial district boundaries which exceeds the following sound level, measured by a sound level meter and associated octave band filter:

TABLE INSET:

<i>Octave Band Frequency (cycles per second)</i>	<i>Sound Level (decibels)</i>
0 to 75	79
75 to 150	74
150 to 300	66
300 to 600	59
600 to 1,200	53
1,200 to 2,400	47
2,400 to 4,800	41
Above 4,800	39

- (b) No activity in any other district shall produce a sound level outside its premises that exceeds the following:

TABLE INSET:

<i>Octave Band Frequency (cycles per second)</i>	<i>Sound Level (decibels)</i>
0 to 75	72
75 to 150	67
150 to 300	59
300 to 600	52
600 to 1,200	46
1,200 to 2,400	40
2,400 to 4,800	34

Above 4,800	32
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(c) All noise shall be so muffled or otherwise controlled as not to become objectionable due to intermittence, duration, beat frequency, impulse character, periodic character or shrillness.

Brief Overview of Noise and Sound Impacts in Everyday Terms

“Continuous” = sustained sounds, measured in adjusted decibels (dBA)
“Impulse” = not ongoing, measured in decibels (dB)

Per the Center for Hearing and Communication: “Continued exposure to noise above 70 dBA (adjusted decibels) over time will cause hearing loss. The volume (dBA) and the length of exposure to the sound will tell you how harmful the noise is. In general, the louder the noise, the less time required be

COMMON NOISE LEVELS (DBA)

Do your daily activities put you at risk of noise-induced hearing loss? Check out the list below and see if action is needed to protect your hearing from noise. Repeat exposure to noise at a level of just 70 dBA can cause permanent hearing issues. What can you do? Avoid noisy environments. And on those occasions where you can't distance yourself from the noise source, use hearing protection. Noise-induced hearing loss is permanent, yet entirely preventable.

Home	Work	Recreation
• 50 Refrigerator • 50-60 Electric Toothbrush • 50-75 Washing Machine • 50-75 Air Conditioner • 50-80 Electric Shaver • 55 Coffee Percolator • 55-70 Dishwasher • 60 Sewing Machine • 60-85 Vacuum Cleaner • 60-95 Hair Dryer • 65-80 Alarm Clock • 70 TV Audio • 70-80 Coffee Grinder • 70-95 Garbage Disposal • 75-85 Flush Toilet • 80 Pop-Up Toaster • 80 Doorbell • 80 Ringing Telephone • 80 Whistling Kettle • 80-90 Food Mixer or Processor • 80-90 Blender • 110 Baby Crying • 110 Squeaky Toy Held Close to Ear • 135 Noisy Squeeze Toys	• 40 Quiet Office, Library • 50 Large Office • 65-95 Power Lawn Mower • 80 Manual Machine, Tools • 85 Handsaw • 90 Tractor • 90-115 Subway • 95 Electric drill • 100 Factory Machinery • 100 Woodworking Class • 105 Snow Blower • 110 Power Saw • 110 Leaf Blower • 120-125 Chainsaw, Hammer On Nail • 120 Pneumatic Drills, Heavy Machine • 120 Jet Plane at Ramp • 120 Ambulance Siren • 130 Jackhammer, Power Drill • 130 Air Raid • 130 Percussion Section at Symphony • 140 Airplane Taking Off • 150 Jet Engine Taking Off • 150 Artillery Fire at 500 Feet • 189 Rocket Launching from Pad	• 40 Quiet Residential Area • 70 Freeway Traffic • 85 Heavy Traffic, Noisy Restaurant • 90 Truck, Shouted Conversation • 95-110 Motorcycle • 100 Snowmobile • 100 School Dance, Boom Box • 110 Music Club, Disco • 110 Busy Video Arcade • 110 Symphony Concert • 110 Car Horn • 110-120 Rock Concert • 112 Personal Music Player on High • 117 Football Game Stadium • 120 Band Concert • 125 Auto Stereo • 130 Stock Car Races • 143 Bicycle Horn • 150 Firecracker • 156 Cap Gun • 157 Balloon Pop • 162 Fireworks (at 3 Feet) • 163 Rifle • 166/170 Handgun, Shotgun

Source: Center for Hearing and Communication

Sec. 130-505. Data centers.

A data center is a building (or collection of buildings) whose principal use is housing computing infrastructure for storing, management, transmission and processing digital information. Typical supporting equipment includes mechanical and electrical equipment, redundant power supply connections, redundant data communications connections, power generators, cooling units, and enhanced security features. Such uses often place high demands on utilities and public infrastructure. Depending on their size and intensity, they have the potential to create subtle but tangible effects on the surrounding environment that require special consideration. This section does not apply to computer server rooms which are fully enclosed within a building whose principal use is not for data storage and does not exceed 15 percent of that building's gross floor area.

1. Permitted by Right: Not applicable.
2. Conditional Use regulations: I-3
 - a. Maximum building size: 30,000 square feet
 - b. Total number of buildings (principal and accessory): 4
 - c. Site may not fall within a Groundwater Protection Overlay District or any Special Hazard Flood Area.
 - d. Distance from the lot line any residentially zoned property or property developed with a residential use: 500 feet
 - e. Distance for any equipment for cooling, ventilating, or otherwise operating the facility, including any power generator or other power supply equipment, must be either:
 - i. 300 feet from the lot line of any residentially zoned property or property developed with a residential use; or
 - ii. Separated from the lot line of a residentially zoned property or a property developed with a residential use by the principal data center building.
 - f. *Building and Site Design.*
 - i. Under no circumstances shall pre-fabricated metal or vinyl siding be utilized for exterior building materials, nor shall intermodal freight containers or other similar modular containers be utilized to house data equipment beyond temporary storage during construction.
 - ii. Each building must include a main entrance feature that is differentiated from the remainder of the building façade.
 - iii. All building façades must include:
 1. A change in the façade surface for every 150 horizontal feet of at least one of the following: building material, pattern, texture, color, or accent material;
 2. Windows, doors, or similar fenestration design features such as faux windows, must be distributed horizontally and vertically across the façade and comprise a minimum of 30 percent of the individual façade.
 - iv. To provide visual screening and reduce noise levels, any equipment necessary for cooling, ventilating, or otherwise operating the facility, including power generators or other power supply equipment, must be fully enclosed or screened by a wall or similar barrier.
 - v. Any equipment necessary for cooling, ventilating, or otherwise operating the facility that is located on the ground and any accessory electrical substation must be screened from view from abutting lots and from rights-of-way by a visually solid wall, fence, or landscaping.

- g. *Exterior Lighting Plan.* As part of site plan approval, the applicant shall submit a photometric (footcandle) grid of the site, showing minimum, maximum, average amounts of lighting throughout the site.
- i. Lighting not to exceed 3.0 footcandles at the property boundary.
 - ii. Lighting shall not create trespass/spotlight across property lines or create horizontal glare noticeable from a public right-of-way.
 - iii. All lighting fixtures shall:
 1. Be dark sky compliant (fully cutoff or shielded, fixed downward).
 2. Be fixed no higher than 30 feet.
 3. Have a correlated color temperature (CCT) no greater than 3000K.
 - iv. For each lighting fixture use, provide details regarding:
 1. Lumen level
 2. Correlated color temperature (CCT) level
 3. Location and height on site.
- h. *Development Agreement.* As part of site plan approval, the applicant shall enter into a developer's agreement with the city, to run with the land, that includes all of the following:
- i. A provision requiring long-term maintenance of the development including landscaping if the building is vacated.
 - ii. A provision requiring the preparation of an adaptive reuse plan or a demolition plan acceptable to the City within 12 months of vacation.
 - iii. A provision requiring the property owner to post a bond of sufficient amount to either convert the building to another use or demolish the building, which ever is greater, if the building remains vacant 24 months after the first date of vacation.
 - iv. Other provisions deemed necessary by the City to address the particular circumstances related to the project, including utility expectations and responsibilities.
- i. *Sound and Vibration Study.* As part of site plan approval, a pre-construction sound study prepared by a third-party licenses acoustic engineer shall be submitted to determine baseline ambient noise levels (as measured in dBA) along all exterior property lines of the proposed data center.
- i. Study shall demonstrate that the site will not exceed continuous sound of 50 decibels (dBA) during the day and 45 dBA at night and not exceed impulse sound of 100 decibels, and in general meet the requirements of Sec 130-126. "Day" is defined as 7 a.m. to 9 p.m. "Night" is defined as 9:00pm to 7:00 am.
 - ii. Such a study shall also include a measurement of sounds generated by all cooling equipment at full operational load.
 - iii. Vibration levels and limits to follow Section Sec. 130-239.
 - iv. Impacts and levels of infrasound/low-frequency vibration at the property boundary, ½ mile from the site, and 1 mile from the site shall be included in the report.
 - v. Low-frequency/infrasound sound shall not exceed the following limits at the property boundary.

<i>1/3 Octave Band Center Frequency (Hz)</i>	<i>Limit (dB)</i>
20 and below	70
20	68

25	67
31.5	65
40	62
50	60
63	57
80	55
100	52
125	50

- vi. A post-construction study must be submitted demonstrating to Plan Commission's satisfaction that the operation complies with the above within six months of operation.
- vii. A development agreement may address ongoing sound and vibration testing as needed, at the applicant's expense.
- viii. Sound on site may provide exceptions for the routine testing and maintenance of backup generators (between 7 a.m. – 9 p.m. for up to two hours per day) and the emergency use of generators during a power outage.

3. Parking requirements: One space per employee on largest work shift, plus one.

DIVISION 24. SPECIAL INDUSTRIAL DISTRICT (I-3)*

Sec. 130-1196. Purpose and intent.

(a) *Description.* This district is intended to permit both large and small scale industrial and office development at an intensity which provides ample incentive for infill development and redevelopment of industrial areas existing as of the effective date of the ordinance from which this section is derived. This district is designed to permit a very wide variety of industrial uses which may occur both indoors and outdoors, including certain land uses which are permitted in no other zoning district because of their potential to create nuisances for adjoining properties. In order to ensure a minimum of disruption to residential development, no development within this district shall take direct access to a local residential street or a residential collector street.

(b) *Rationale.* This district is intended to provide a location for urban intensity heavy industrial land uses which may include outdoor storage and display uses. It must be emphasized that this is not a district where virtually any land use is permitted, as at all uses shall comply with the minimum performance standards presented in this ordinance. In addition, certain land uses such as extraction uses, waste disposal facilities, compositing operations, junkyards, salvage operations, and freight terminals are permitted within this district only upon the granting of a conditional use permit.

(Ord. No. 1998-12, § 3(17.48), 9-8-1998)

Sec. 130-1197. Uses permitted by right.

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

- (1) Cultivation (per section 130-341).
- (2) Selective cutting (per section 130-346).
- (3) Passive outdoor public recreation (per section 130-371).
- (4) Public services and utilities (per section 130-375).
- (5) Office (per section 130-401).
- (6) Indoor maintenance service (per section 130-405).
- (7) Indoor storage or wholesaling (per section 130-451).
- (8) Off-site parking lot (per section 130-481).
- (9) Distribution center (per section 130-484).
- (10) Light industrial (per section 130-501).

(Ord. No. 1998-12, § 3(17.48), 9-8-1998)

Sec. 130-1198. Permitted as conditional use.

* **Cross references:** Businesses ch 22

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

- (1) Agricultural services (per section 130-344).
- (2) Clear cutting (per section 130-347).
- (3) Outdoor maintenance service (per section 130-406).
- (4) Outdoor commercial entertainment (per section 130-409).
- (5) Sexually oriented land use (per section 130-416).
- (6) Junkyard or salvage yard (per section 130-454).
- (7) Waste disposal facility (per section 130-455).
- (8) Composting operation (per section 130-456).
- (9) Airport/heliport (per section 130-482).
- (10) Freight terminal (per section 130-483).
- (11) Heavy industrial (per section 130-502).
- (12) Communication tower (per section 130-503).
- (13) Extraction use (per section 130-504).
- (14) Railroad line (per section 130-485).
- (15) Motor vehicle storage yard (per section 130-457).

(Ord. No. 1998-12, § 3(17.48), 9-8-1998, Ord. 2005-44, Ord. 2006-42)

Sec. 130-1199. Uses permitted as accessory uses.

Land uses permitted as accessory uses in the I-3 district are as follows:

- (1) Land uses permitted by right:
 - a. Farm residence (per section 130-523).
 - b. Private residential garage or shed (per section 130-524).
 - c. Company cafeteria (per section 130-525).
 - d. Indoor sales incidental to light industrial use (per section 130-529).
 - e. Outdoor furnace (per section 130-539).
- (2) Land uses permitted as conditional use:
 - a. Company provided on-site recreation (per section 130-526).
 - b. On-site parking lot (per section 130-535).
 - c. Exterior communication devices (per section 130-536).

(Ord. No. 1998-12, § 3(17.48), 9-8-1998, Ord. 2006-36)

Sec. 130-1200. Uses permitted as temporary uses.

Land uses permitted as temporary uses in the I-3 district are as follows:

- (1) Outdoor assembly (per section 130-562).
- (2) Contractor's project office (per section 130-563).
- (3) Contractor's on-site equipment storage (per section 130-564).
- (4) Relocatable building (per section 130-565).
- (5) On-site real estate sales office (per section 130-566).

(Ord. No. 1998-12, § 3(17.48), 9-8-1998)

Sec. 130-1201. Requirements for residential uses.

Regulations applicable to residential uses in the I-3 district are not applicable.

(Ord. No. 1998-12, § 3(17.48), 9-8-1998)

Sec. 130-1202. Requirements for nonresidential uses.

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

- (1) Nonresidential intensity requirements:
 - a. Maximum number of floors: Four.
 - b. Minimum landscape surface ratio: Ten percent.
 - c. Maximum floor area ratio: 1.00.
 - d. Minimum lot area: 4,800 square feet.
 - e. Maximum building size: Not applicable.
- (2) Nonresidential bulk requirements:
 - a. Minimum lot area: 4,800 square feet.
 - b. Minimum lot width: 40 feet.
- (3) Minimum setbacks:
 - a. Building to front or street side lot line: 25 feet, 40 feet for a lot adjacent to a street with an officially mapped right-of-way equal to or exceeding 100 feet.
 - b. Building to residential side lot line: 50 feet.
 - c. Building to residential rear lot line: 30 feet.
 - d. Building to nonresidential side lot line: 20 feet.
 - e. Building to nonresidential rear lot line: 30 feet.
 - f. Minimum paved surface setback: Five feet from side or rear; ten feet from street.
 - g. Minimum building separation: 40 feet.
 - h. Maximum building height: 40 feet.

- i. Minimum number of off-street parking spaces required on the lot: See parking lot requirements per specific land use in section 13-302.
- (4) Nonresidential landscaping requirements (nonresidential, two-family and multifamily):
 - a. Twenty landscaping points per 100 linear feet of building foundation.
 - b. Five landscaping points per 1,000 square feet of gross floor area.
 - c. Twenty landscaping points per 100 linear feet of street frontage.
 - d. Forty landscaping points per 10,000 square feet paved area/20 stalls.

(Ord. No. 1998-12, § 3(17.48), 9-8-1998)

Secs. 130-1203--130-1210. Reserved.

916 Silver Lake Drive
P.O. Box 340
Portage, WI 53901



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Municipal Monthly Billing

City of Evansville P.O. Box 529 Evansville, WI 53536	Date: August 6, 2026 GEC File: I53-222 (Insp-28) Subject: City of Evansville 2026 Building Inspections
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Inspection Services: 2026 Building Inspections

For the Period of: 7/1/2026 - 7/31/2026

Amount Due for Building Permit Applications:

Permit Number	Permit Issued To	Type of Permit	Permit Fee	GEC Fee
26-0036-53-222	Jeff Stier	Framing/Electric in Basement	\$ 410.00	\$ 355.00
26-0037-53-222	Shea Mesko	Deck	\$ 259.00	\$ 225.00
26-0038-53-222	Erik Farrar	Electric	\$ 179.00	\$ 155.00
26-0039-53-222	Sue White	20 Unit Comm. Construction	\$ 15,275.00	\$ 5,190.75
26-0040-53-222	Jon Powers	Duplex	\$ 7,490.00	\$ 1,130.00
26-0041-53-222	Jon Powers	Duplex	\$ 7,490.00	\$ 1,130.00
26-0042-53-222	City of Evansville	Electric	\$ 179.00	\$ 155.00
26-0043-53-222	RM Berg General Contractor	New Single Family	\$ 4,833.95	\$ 1,577.10
Total Permit Fees			\$ 36,115.95	\$ 9,917.85

Municipal income	\$ 26,198.10	
Previous Amount Due - (disregard if already paid)		\$ -
Current Amount Due		\$ 9,917.85

Amount Due				
Current	31-60 Days	61-90 Days	91-120 Days	>120 Days
\$ 9,917.85	\$ -	\$ -	\$ -	\$ -



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Grant Procurement & Administration • Land Surveying • Zoning Administration • Building Inspection • GIS Services



PAYMENT DUE UPON RECEIPT OF INVOICE

INTEREST AT THE RATE OF 1.5% PER MONTH ON UNPAID BALANCE WILL BE ADDED TO YOUR NEXT STATEMENT
City of Evansville

Page 1 of 1

CITY OF EVANSVILLE
CODE ENFORCEMENT MONTHLY REPORT
July 2026

PROPERTY MAINTENANCE - STATUS OF ORDERS

Status	Violation Address	Inspection Date	Orders Issued	Compliance Deadline	Violation Description	Mailed Copy (Y/N)	iWorQ (Y/N)	Parcel Number	Owner and Mailing Address
Pending	509 Porter Rd	3/26/2026	4/2/2026	5/2/2026	Order sent to clean up and remove all discarded items and all other unsightly debris in the area or properly store items away from public view.	<u>Y</u>	<u>Y</u>	222 019046	PAUL E CARGILL JEANNE H CARGILL 509 PORTER RD EVANSVILLE, WI 53536-2201
		6/4/2026	6/11/2026	6/2/2026 7/11/2026 8/1/2026	4/30/26 Extension granted. Not complied. Final letter sent. 7/1/26 Extension granted.	<u>Y</u> <u>Y</u>	<u>Y</u> <u>Y</u>		
Closed	427 W Church St	3/26/2026		3/31/2026	Doortag left for discarded items.	<u>Y</u>	<u>Y</u>	6-27-294.18	JAIME A GLESSNER 427 W CHURCH ST EVANSVILLE, WI 53536-1267
		4/3/2026	4/7/2026	5/7/2026	Order sent to clean up and remove all discarded items, wood debris, and all other unsightly debris in the area or properly store items away from public view.	<u>Y</u>	<u>Y</u>		
		5/15/2026	5/26/2026	6/28/2026	Complied for old UD. New initial letter sent to remove all discarded window frames and all other unsightly materials in the area, or properly store them away from public view.	<u>Y</u>	<u>Y</u>		
		7/2/2026			Complied for old UD. CNW for new UD items 7/17/26 Note: Unable to inspect/take photos of this property today due to people being outside. They seemed to be in compliance. Please add to CNW 7/23/26 Complied. Please CNW for new UD's on property.		<u>Y</u>		

Pending	42 N Fourth St	4/3/2026		4/8/2026	Doortag left for junked vehicle & vehicle parked on grass	<u>Y</u>	<u>Y</u>	6-27-0942	MATT MARTINSON 42 N 4TH ST EVANSVILLE, WI 53536-1002
				4/30/2026	4/6/26 Extension granted.	<u>Y</u>	<u>Y</u>		
		4/30/2026	5/13/2026	6/13/2026	Order sent to: - Remove all inoperable or unregistered vehicles otherwise make all vehicles operable and properly registered. - Clean up and remove all discarded items and all other unsightly debris in the area or properly store items away from public view.	<u>Y</u>	<u>Y</u>		
		6/18/2026	6/23/2026	7/27/2026	Not complied. FN sent to: - Remove all inoperable or unregistered vehicles otherwise make all vehicles operable and properly registered. - Clean up and remove all discarded items and all other unsightly debris in the area or properly store items away from public view. Check 1st week of August	<u>Y</u>	<u>Y</u>		
Closed	328 S Second St	4/15/2026		4/20/2026	Doortag left junked vehicle		Y	6-27-0422	AUSTIN J JOHNSON 328 S 2ND ST EVANSVILLE, WI 53536-1342
		4/24/2026	4/30/2026	5/30/2026	Order sent to remove all inoperable or unregistered vehicles otherwise make all vehicles operable and properly registered.	Y	Y		
		6/4/2026	6/11/2026	7/11/2026	Not complied. Final letter sent.	<u>Y</u>	Y		
		7/17/2026			Complied.				
Closed	401 S Second St	4/3/2026		4/8/2026	Doortag left for discarded items	<u>Y</u>	<u>Y</u>	6-27-0435	LORI K BARNARD 401 S 2ND ST EVANSVILLE, WI 53536-1343
		4//10/26	4/14/2026	5/14/2026	Order sent to clean up and remove all discarded items, indoor furniture, trash, rubbish, and all other unsightly debris in the area, or properly store items away from public view.	Y	Y		
		5/15/2026	5/27/2026	6/23/2026	Complied for old UD. New initial letter sent to: - Clean up and remove all discarded items and all other unsightly debris in the area or properly store items away from public view. - Remove all inoperable or unregistered vehicles otherwise make all vehicles operable and properly registered.	Y	Y		

		7/2/2026			iWorQ Note: Spoke with property owner. Tires have been removed. Chrome garbage can is for dog waste; advised on leaving it out of site. Advised on a tidier appearance; they are working on building a fence. 7/6/26 Complied	Y Y	Y Y		
Closed	105 N Second St	4/10/2026	4/14/2026	5/14/2026	Order sent to: - Remove all inoperable or unregistered vehicles otherwise make all vehicles operable and properly registered. - Clean up and remove all discarded items, trash, rubbish, and all other unsightly debris in the area, or properly store items away from public view.	Y	Y	6-27-0454	JAMES P MODAFF 105 N 2ND ST EVANSVILLE, WI 53536-1149
		5/15/2026	5/26/2026	7/5/2026	Not complied. FN sent to: - Remove all inoperable or unregistered vehicles otherwise make all vehicles operable and properly registered. - Clean up and remove all discarded items, trash, rubbish, and all other unsightly debris in the area, or properly store items away from public view.	<u>Y</u>	Y		
		6/4/2026 7/9/2026			JVs have been removed. UDs are still present. 7/11/26 Complied		Y Y		
Closed	31 N Fourth St	4/15/2026		4/20/2026	Doortag left for discarded items			6-27-0919	URBAN SANCTUARIES LLC 419 S 1ST ST EVANSVILLE, WI 53536-1309
		4/30/2026	5/6/2026	6/6/2026	Order sent to clean up and remove the discarded mattresses, and all other unsightly debris in the area or properly store items away from public view.	<u>Y</u>	<u>Y</u>		
		6/10/2026 7/23/2026	6/16/2026	7/16/2026	Not complied. FN sent to clean up and remove the discarded mattresses, and all other unsightly debris in the area or properly store items away from public view. Complied	<u>Y</u>	<u>Y</u>		
		4/15/2026		4/20/2026	Doortag left for discarded items			6-27-0229	CHAD E HOLPIN 321 W LIBERTY ST EVANSVILLE, WI 53536-1223

Pending	321 W Liberty St	4/30/2026	5/6/2026	6/6/2026	Order sent to clean up and remove discarded items, and all other unsightly debris in the area or properly store items away from public view.	<u>Y</u>	<u>Y</u>		
		7/2/2026	7/7/2026	8/10/2026	Not fully complied. FN sent to clean up and remove discarded items, and all other unsightly debris in the area or properly store items away from public view. 7/7/26 FN sent via certified mail. Note: Please only address the items that are not related to the repairs project. Note: The items between the two garages belong to the neighboring property	<u>Y</u>	<u>Y</u>		
Pending	321 W Liberty St	4/15/2026	4/21/2026	7/21/2026	Order sent to: - Repair or replace all damaged and missing siding, soffit and fascia. - Repair or replace all broken doors and windows. - Repair or replace all deteriorating roofing materials. - Repair or replace any sagging or damaged gutters. - Paint all exterior surfaces with exposed wood, chipped or missing paint. - Ensure all exterior parts of all structures are in good condition, structurally sound, and weather-tight.	<u>Y</u>	<u>Y</u>	6-27-0229	CHAD E HOLPIN 321 W LIBERTY ST EVANSVILLE, WI 53536-1223
				9/1/2026	7/8/26 Extension granted Note: The items between the two garages belong to the neighboring property		<u>Y</u>		
Pending	135 W Liberty St	5/15/2026	5/26/2026	8/28/2026	Order sent to: - Paint all exterior surfaces of the house and shed with exposed wood, chipped, or missing paint. - Repair any damage to the porch or replace the temporary plastic coverings with proper exterior materials. - Repair and keep the shed door closed to prevent vermin access.	<u>Y</u>	<u>Y</u>	6-27-242.1	DONALD E FALDET BRENDA FALDET 135 W LIBERTY ST EVANSVILLE, WI 53536-1315

Closed	424 Higgins Dr	5/15/2026		5/20/2026	Doortag left for junked vehicle	<u>Y</u>	<u>Y</u>	6-27-496.69	COLLEEN STILSON JOSEPH M STILSON 424 HIGGINS DR EVANSVILLE, WI 53536-1263
		5/21/2026	5/28/2026	6/28/2026	Order sent to remove all inoperable or unregistered vehicles otherwise make all vehicles operable and properly registered.	<u>Y</u>	<u>Y</u>		
		7/9/2026			Complied		<u>Y</u>		
Pending	424 Higgins Dr	5/21/2026	5/28/2026	8/28/2026	Order sent to: - Repair or replace all missing doors and siding. - Ensure that the house and garage are structurally sound and in good condition.	<u>Y</u>	<u>Y</u>	6-27-496.69	COLLEEN STILSON JOSEPH M STILSON 424 HIGGINS DR EVANSVILLE, WI 53536-1263

Pending	20 S Madison St	5/15/2026	5/21/2026	8/24/2026	Order sent to: - Repair or replace all damaged siding to eliminate rotting wood and deterioration. - Repair or replace all broken or missing soffits, fascia, and gutters. - Repair or replace all damaged or unfinished roof areas. - Paint all exterior surfaces of the property with exposed wood, chipped paint, or missing paint.- - Complete all unfinished exterior repairs to ensure the structure is weather-tight and in good condition.	<u>Y</u>	<u>Y</u>	6-27-614.1, 6-27-614.2	LORI L LEEDER 20 S MADISON ST EVANSVILLE, WI 53536-1318
Pending	20/24 S Madison St	7/29/2026	8/6/2026	10/5/2026	Order sent to repair or replace all deteriorated exterior components of the garage, including but not limited to the roof, soffits, fascia, trim, and siding. Ensure all parts are structurally sound, weather-tight, and in good condition.			6-27-614.1, 6-27-614.2	LORI L LEEDER 20 S MADISON ST EVANSVILLE, WI 53536-1318

Closed	46/48 N Second St	5/28/2026	6/11/2026	6/2/2026	Doortag left for junked vehicle	<u>Y</u>	<u>Y</u>	6-27-0447	SHANNON N WINGER-OMVIG 46 N 2ND ST EVANSVILLE, WI 53536-1148
		6/4/2026		7/11/2026	Order sent to remove all inoperable or unregistered vehicles otherwise make all vehicles operable and properly registered.	<u>Y</u>	<u>Y</u>		
		7/17/2026			Complied.		<u>Y</u>		
Pending	14 N Madison St	5/21/2026	5/26/2026	8/24/2026	Order sent to: - Repair the building facade and ensure that all parts of the building are in good condition and free from deterioration. - Paint areas of the building that have chipped, or missing paint	<u>Y</u>	<u>Y</u>	6-27-14	SHERI BIDDICK 694 W MAIN ST EVANSVILLE, WI 53536-1090
Closed	476 Lincoln Ct	5/21/2026	6/1/2026	7/1/2026	Order sent to remove all inoperable or unregistered vehicles otherwise make all vehicles operable and properly registered.	<u>Y</u>	<u>Y</u>	6-27-441.7C	JAMES M SCHUH JANICE M SCHUH476 LINCOLN CT EVANSVILLE, WI 53536-1291
		7/17/2026			7/10/25 Driver couldn't get photos due to people outside. CNW. Complied. Old JV (tarpred vehicle) was removed.				
Pending	476 Lincoln Ct	7/17/2026	7/24/2026	8/24/2026	New initial letter sent to address the new unregistered vehicle. Orders to remove all inoperable or unregistered vehicles otherwise make all vehicles operable and properly registered.	<u>Y</u>		6-27-441.7C	JAMES M SCHUH JANICE M SCHUH476 LINCOLN CT EVANSVILLE, WI 53536-1291

Pending	143 W Church St	5/21/2026	5/27/2026	8/24/2026	Order sent to: - Repair or replace the broken chimney. - Repair or replace the roof, soffit, and fascia to be free from holes and deterioration. - Paint areas of the house with exposed wood, chipped, or missing paint. - Ensure that all parts of the house are structurally sound and in good condition.	<u>Y</u>	<u>Y</u>	6-27-0167	JENNIE M JONES 374 SOUTH ST POYNETTE, WI 53955-9635
Pending	143 W Church St	7/23/2026 7/29/2026	7/31/2026	7/28/2026 8/5/2026	Doortag left for overgrown weeds. Order sent to mow overgrown weeds and vegetation.	<u>Y</u> <u>Y</u>	<u>Y</u> <u>Y</u>	6-27-0167	JENNIE M JONES 374 SOUTH ST POYNETTE, WI 53955-9635
Pending	227 Garfield Ave	5/21/2026	5/26/2026	8/24/2026	Order sent to repair or replace all broken windows on property.	<u>Y</u>	<u>Y</u>	6-27-0960	THOMAS J ARNESON VICKIE A ARNESON 227 GARFIELD AVE EVANSVILLE, WI 53536-1009
Pending	423 S Second St	5/21/2026	6/1/2026	9/1/2026	Order sent to raze or repair all buildings on the property to make them safe and habitable.	<u>Y</u>	<u>Y</u>	6-27-0438	ANDREW PAMU 423 S 2ND ST EVANSVILLE, WI 53536-1343
		6/10/2026	6/16/2026	7/16/2026	Order sent to clean up and remove all discarded items, including but not limited to the fence panels, and all other unsightly debris in the area or properly store items away from public view.	<u>Y</u>	<u>Y</u>	6-27-0951	DUANE R BABLER 412 W CHURCH ST EVANSVILLE, WI 53536-1213

Pending	412 W Church St	7/23/2026	7/29/2026	8/31/2026	Not complied. FN sent to clean up and remove all discarded items, including but not limited to the fence panels, or properly store items away from public view.	<u>Y</u>	<u>Y</u>		
Closed	30 School St	6/10/2026 6/18/2026 7/23/2026		6/15/2026 6/29/2026	Doortag left for weeds. Not complied. Ready for abatement. 6/22/26 Scheduled for abatement 7/27/26 Complied	<u>Y</u>	<u>Y</u> <u>Y</u>	6-27-524.1	FRANCISCO RESENDEZ CIRCE BELCHER 30 SCHOOL ST EVANSVILLE, WI 53536-1328
Closed	30 School St	6/10/2026 6/18/2026 7/29/2026	6/23/2026	6/15/2026 7/27/2026	Doortag left for UD. Order sent to clean up and remove all discarded items and all other unsightly debris in the area or properly store items away from public view. Complied. Old items have been removed.	<u>Y</u> <u>Y</u>	<u>Y</u> <u>Y</u>	6-27-524.1	FRANCISCO RESENDEZ CIRCE BELCHER 30 SCHOOL ST EVANSVILLE, WI 53536-1328
Pending	30 School St	6/10/2026	6/16/2026	9/16/2026	Order sent to: - Repair or replace the deteriorated roof. - Repair or replace all damaged soffits, fascia, and gutters. - Repair or replace any broken windows. - Paint all exterior surfaces of the property with exposed wood, chipped, or faded paint. - Ensure all exterior components are in good condition, structurally sound, and weather-tight.	<u>Y</u>	<u>Y</u>	6-27-524.1	FRANCISCO RESENDEZ CIRCE BELCHER 30 SCHOOL ST EVANSVILLE, WI 53536-1328
		6/10/2026		6/15/2026	Doortag left for UD, JV, vehicle parked on lawn	<u>Y</u>	<u>Y</u>		

Closed	131 Highland St	6/18/2026 7/29/2026	6/24/2026	7/27/2026	Not fully complied. Order sent to clean up and remove all discarded items and all other unsightly debris in the area or properly store items away from public view. Complied.	<u>Y</u>	<u>Y</u>	6-27-0409	TRUDY L CLOUD KENNETH J DIENBERG JR 131 HIGHLAND ST EVANSVILLE, WI 53536-1311
Pending	144 W Liberty St	6/10/2026		6/15/2026	Doortag left for JV	<u>Y</u>	<u>Y</u>	6-27-0184	JASON A GROVER BEATRIZ O HERNANDEZ 144 W LIBERTY ST EVANSVILLE, WI 53536-1354
		6/18/2026	6/23/2026	7/27/2026	Order sent to remove all inoperable or unregistered vehicles otherwise make all vehicles operable and properly registered.	<u>Y</u>	<u>Y</u>		
				8/27/2026	7/15/26 Extension granted	<u>Y</u>	<u>Y</u>		
Pending	144 W Liberty St	6/10/2026		6/15/2026	Doortag left for trailer parked on lawn	<u>Y</u>	<u>Y</u>	6-27-0184	JASON A GROVER BEATRIZ O HERNANDEZ 144 W LIBERTY ST EVANSVILLE, WI 53536-1354
		6/18/2026	6/23/2026	7/27/2026 8/27/2026	Order sent to remove or relocate the trailer to an appropriate, improved surface, and permitted parking location. 7/15/26 Extension granted	<u>Y</u> <u>Y</u>	<u>Y</u> <u>Y</u>		
Pending	12 N Wyler Dr	6/10/2026 6/26/2026	 7/6/2026	6/15/2026 8/4/2026	Doortag left for UD, JV, trailer parked on lawn Note: They are selling it and it (trailer) and did not have plates on it when Makayla was there. They put the plates back on and relocated the trailer. 6/15/26 Complied Not complied. Order sent to remove all inoperable or unregistered	 <u>Y</u>	<u>Y</u> <u>Y</u>	6-27-293.1076	MARCUS ROCKIETT SARA VAN NATTA 12 N WYLER DR EVANSVILLE, WI 53536-1082

Pending	19 W Church St	6/18/2026		6/25/2026	Doortag left for repairs: porch, window trims, windows, etc.	<u>Y</u>	<u>Y</u>	6-27-163.1	FORWARD INVESTMENT PROPERTIES LLC PO BOX 649 EVANSVILLE, WI 53536-6070
		6/18/2026	6/25/2026	9/28/2026	Note: This is a rental property we will need to prepare and send a letter to the owners. Order sent to: - Repair or replace all damaged parts of the enclosed porch, including broken or boarded windows, damaged soffits, trim, and siding. - Paint all exterior surfaces with exposed wood, chipped, or missing paint. - Ensure all exterior components of the property are structurally sound, weather-tight, and in good condition	<u>Y</u>	<u>Y</u>		
Pending	137 W Church St	6/18/2026		6/25/2026	Doortag left for repairs: chimney, etc.	<u>Y</u>	<u>Y</u>	6-27-0169	NOAH & REBECCA HURLEY REVOCABLE LIVING TRUST 17202 W HOLT RD BROOKLYN, WI 53521-9614
		6/18/2026	6/25/2026	9/28/2026	Order sent to: - Repair or replace the chimney to be structurally sound and in good condition. - Repair or replace all damaged parts of the porch. Ensure they are complete, free from deterioration, and uniformly painted.	<u>Y</u>	<u>Y</u>		
Pending	137 W Church St	6/18/2026		6/25/2026	Doortag left for JV	<u>Y</u>	<u>Y</u>	6-27-0169	NOAH & REBECCA HURLEY REVOCABLE LIVING TRUST 17202 W HOLT RD BROOKLYN, WI 53521-9614
		7/2/2026	7/7/2026	8/10/2026	Not complied. Order sent to remove all inoperable or unregistered vehicles otherwise make all vehicles operable and properly registered.	<u>Y</u>	<u>Y</u>		

Closed	137 W Church St	7/2/2026 7/9/2026 7/17/2026		7/7/2026 7/22/2026	Doortag left for weeds. Not complied. Ready for abatement. 7/15/26 Scheduled for abatement. Complied	<u>Y</u>	<u>Y</u> <u>Y</u> <u>Y</u> <u>Y</u>		
Pending	23 Mill St	6/18/2026 6/18/2026	 6/25/2026	6/25/2026 9/28/2026	Doortag left for repairs: siding, soffit, fascia, etc. Order sent to: -Repair or replace all damaged and missing siding, soffits, and fascia on the property. -Repair or replace the fence to be structurally sound and in good condition.	<u>Y</u> <u>Y</u>	<u>Y</u> <u>Y</u>	6-27-2020	NOAH & REBECCA HURLEY REVOCABLE LIVING TRUST 17202 W HOLT RD BROOKLYN, WI 53521-9614
Closed	664 E Countryside Dr	6/18/2026 7/2/2026 7/17/2026	 7/8/2026	6/23/2026 7/13/2026	Doortag left for overgrown weeds Not fully complied. Order sent to mow overgrown weeds and vegetation. Complied	<u>Y</u> <u>Y</u>	<u>Y</u> <u>Y</u>	6-27-316.329	LULLA S STEVENS 664 E COUNTRYSIDE DR EVANSVILLE, WI 53536-2107
Pending	30 Garfield Ave	6/18/2026 7/2/2026	 7/7/2026	6/25/2026 8/10/2026	Doortag left for UD Not complied. Order sent to clean up and remove all discarded items and all other unsightly debris in the area or properly store items away from public view.	<u>Y</u> <u>Y</u>	<u>Y</u> <u>Y</u>	6-27-0515	NOAH & REBECCA HURLEY REVOCABLE LIVING TRUST 17202 W HOLT RD BROOKLYN, WI 53521-9614

Pending	30 Garfield Ave	6/18/2026		6/25/2026	Doortag left for repairs: paint, siding, exterior, broken window	<u>Y</u>	<u>Y</u>	6-27-0515	NOAH & REBECCA HURLEY REVOCABLE LIVING TRUST 17202 W HOLT RD BROOKLYN, WI 53521- 9614
		6/18/2026	6/26/2026	9/28/2026	Order sent to: - Repair or replace all damaged and missing siding on the property. - Paint all exterior surfaces with exposed wood, chipped or missing paint. - Ensure all exterior components of the property are structurally sound, weather-tight, and in good condition.	<u>Y</u>	<u>Y</u>		
Pending	26 Garfield Ave	6/18/2026		6/25/2026	Doortag left for repairs: paint, siding, etc.	<u>Y</u>	<u>Y</u>	6-27-0516	CYNTHIA A HOVORKA 5541 N EAGLE RD EVANSVILLE, WI 53536- 8757
		6/18/2026	6/26/2026	9/28/2026	Order sent to: - Repair or replace all damaged and missing siding on the house and garage. - Paint all exterior surfaces with exposed wood, chipped or missing paint. - Ensure all exterior components of the property are structurally sound, weather-tight, and in good condition.	<u>Y</u>	<u>Y</u>		

Pending	200 Maple St	6/26/2026			Doortag left for repairs: paint, siding, etc.	<u>Y</u>	<u>Y</u>	6-27-0635	NOAH & REBECCA HURLEY REVOCABLE LIVING TRUST 17202 W HOLT RD BROOKLYN, WI 53521-9614
		6/26/2026	7/6/2026	10/2/2026	Order sent to paint all exterior surfaces of the property with exposed wood, chipped or faded paint.	<u>Y</u>	<u>Y</u>		
Pending	609 Windsor Ln	6/26/2026	7/6/2026	8/4/2026	Order sent to remove or relocate the vehicle to an appropriate, improved surface, and permitted parking location.	<u>Y</u>	<u>Y</u>	6-27-316.371	NOAH & REBECCA HURLEY REVOCABLE LIVING TRUST 17202 W HOLT RD BROOKLYN, WI 53521-9614
Pending	609 Windsor Ln	6/26/2026	7/6/2026	8/4/2026	Order sent to clean up and remove all discarded items, wood debris, and all other unsightly debris in the area or properly store items away from public view.	<u>Y</u>	<u>Y</u>	6-27-316.371	NOAH & REBECCA HURLEY REVOCABLE LIVING TRUST 17202 W HOLT RD BROOKLYN, WI 53521-9614
Pending	609 Windsor Ln	6/26/2026	7/6/2026	9/2/2026	Order sent to repair or replace the garage door to eliminate rotting wood, mold and mildew.	<u>Y</u>	<u>Y</u>	6-27-316.371	NOAH & REBECCA HURLEY REVOCABLE LIVING TRUST 17202 W HOLT RD BROOKLYN, WI 53521-9614

Pending	521 Greenview Dr	6/26/2026	7/1/2026	7/6/2026	Order sent to mow overgrown weeds and vegetation in your backyard.	<u>Y</u>	<u>Y</u>	6-27-316.67	LORELYN J LEISURE 521 GREENVIEW DR EVANSVILLE, WI 53536-1189
		7/9/2026		8/5/2026	Not complied. 7/13/26 Extension granted.	<u>Y</u>	<u>Y</u>		
						<u>Y</u>	<u>Y</u>		
Pending	613/615/617 Windsor Ln	6/26/2026	7/6/2026	8/4/2026	Order sent to clean up and remove all discarded items, including lumber, wire materials and any other unsightly debris in the area, or properly store items away from public view.	<u>Y</u>	<u>Y</u>	6-27-316.370	NOAH & REBECCA HURLEY REVOCABLE LIVING TRUST 17202 W HOLT RD BROOKLYN, WI 53521-9614
Pending	613/615/617 Windsor Ln	6/26/2026	7/6/2026	10/5/2026	Order sent to: - Repair or replace all damaged and missing siding, skirting, and trim to eliminate deterioration, mold and mildew. - Repair or replace all broken and missing fascia. - Paint all exterior surfaces of the buildings with exposed wood, chipped or missing paint.	<u>Y</u>	<u>Y</u>	6-27-316.370	NOAH & REBECCA HURLEY REVOCABLE LIVING TRUST 17202 W HOLT RD BROOKLYN, WI 53521-9614
Pending	660 Windsor Ln	6/26/2026		7/20/2026	Doortag left for trailer parking on the grass and discarded items/unregistered vehicles	<u>Y</u>	<u>Y</u>	6-27-316.342	MELISSA BRUMMER 660 WINDSOR LN EVANSVILLE, WI 53536-1198
		7/23/2026			6/29/26 Extension granted The trailer is moved to gravel. They put a cover over the chassis and they are currently putting it back together, painting it.		<u>Y</u>		
		723/2026			8/31/2026 Order sent to clean up and remove all discarded items and all other unsightly debris in the area or properly store items away from public view.	<u>Y</u>	<u>Y</u>		

Closed	469 Garfield Ave	7/9/2026 7/17/2026		7/14/2026	Doortag left for unsightly debris. Complied.	<u>Y</u> <u>Y</u>	<u>Y</u> <u>Y</u>		
Closed	26 Water St	7/9/2026 7/17/2026		7/14/2026	Doortag left for ovegrown weeds. Complied.	<u>Y</u>	<u>Y</u> <u>Y</u>		
Pending	128 E Main St	7/9/2026	7/14/2026	8/4/2026	Order sent to remove all contractor signs from the property.	<u>Y</u>	<u>Y</u>	6-27-907	SOPHIE X HUANG 1013 1ST CENTER AVE BRODHEAD, WI 53520-1421
Pending	128 E Main St	7/29/2026	8/4/2026	8/25/2026	Order sent to cut and remove all overgrown weeds, vegetation, and wild-growing trees on the property.			6-27-907	SOPHIE X HUANG 1013 1ST CENTER AVE BRODHEAD, WI 53520-1421
Pending	128 E Main St	7/29/2026	8/4/2026	8/25/2026	Order sent to open or adjust all blinds so that no more than 50% of the window areas are covered.			6-27-907	SOPHIE X HUANG 1013 1ST CENTER AVE BRODHEAD, WI 53520-1421
Pending	128 E Main St	7/29/2026	7/30/2026	11/4/2026	Order sent to: - Repair or replace all damaged facade surfaces and maintain the building exterior in good condition. - Remove the abandoned awning frame.			6-27-907	SOPHIE X HUANG 1013 1ST CENTER AVE BRODHEAD, WI 53520-1421

Closed	33 Water St	7/9/2026 7/17/2026		7/14/2026	Doortag left for ovegrown weeds. Complied.	<u>Y</u>	<u>Y</u> <u>Y</u>	6-27-0653	KAITLIN L JOHNSON 33 WATER ST EVANSVILLE, WI 53536-1428
Pending	33 Water St	7/17/2026	7/21/2026	8/24/2026	Order sent to clean up and remove all discarded items and all other unsightly debris in the area or properly store items away from public view.	<u>Y</u>	<u>Y</u>	6-27-0653	KAITLIN L JOHNSON 33 WATER ST EVANSVILLE, WI 53536-1428
Closed	674 E Countryside Dr	7/17/2026		7/22/2026	Doortag left for JV. Complied	<u>Y</u>	<u>Y</u>	6-27-316.330	GERARDO CARRILLO MOGUEL NANCY K PETERS CARRILLO 674 E COUNTRYSIDE DR EVANSVILLE, WI 53536-2107
Closed	618 E Countryside Dr	7/17/2026 7/23/2026 7/29/2026		7/22/2026 7/27/2026	Doortag left for JV. 7/21/26 Extension granted Note: Mr. Sobeski is trying to arrange a salvage company to get the car removed. It should be gone within a week. CNW - Checked too early Complied	<u>Y</u>	<u>Y</u>	6-27-316.132	DAVID T SOBESKI 618 E COUNTRYSIDE DR EVANSVILLE, WI 53536-2107

Pending	350 Union St	7/17/2026		7/22/2026	Doortag left for UD. Check 1st week of August	<u>Y</u>	<u>Y</u>	6-27-0866	S6B LLC 9931 N WILDER RD EVANSVILLE, WI 53536-8840
Closed	220 W Liberty St	7/17/2026 7/23/2026		7/22/2026	Doortag left for trailer parking on the grass. Complied	<u>Y</u>	<u>Y</u> <u>Y</u>		
Pending	220 W Liberty St	7/29/2026	8/4/2026	9/6/2026	Order sent to remove and properly dispose of all tree debris from the property.	<u>Y</u>	<u>Y</u>		
Pending	30 S Madison St	7/23/2026 7/29/2026		7/28/2026	Doortag left for overgrown weeds. Not complied. Ready for abatement.	<u>Y</u>	<u>Y</u> <u>Y</u>	6-27-615	30 MADISON ST LLC 1045 HILLCREST LN OREGON, WI 53575-2612
Pending	30 S Madison St	7/29/2026	8/4/2026	11/4/2026	Order sent to repair or replace all broken windows on the property.	<u>Y</u>	<u>Y</u>	6-27-615	30 MADISON ST LLC 1045 HILLCREST LN OREGON, WI 53575-2612
Closed	527 Abey Dr	7/23/2026 7/29/2026		7/28/2026 8/5/2026	Doortag left for overgrown weeds. Not complied. Ready for abatement. 7/30/26 Scheduled for abatement. 7/31/26 Complied	<u>Y</u>	<u>Y</u> <u>Y</u> <u>Y</u>	6-27-254.A13	CRAIG S ROMAN STACEY ROMAN 527 ABEY DR EVANSVILLE, WI 53536-9757

Closed	542 Abey Dr	7/23/2026 7/29/2026		7/28/2026	Doortag left for unsightly debris. Complied.	<u>Y</u>	<u>Y</u> <u>Y</u>	6-27-254.A57	CRAIG CIMINO JUDY CIMINO 542 ABEY DR EVANSVILLE, WI 53536-9755
Closed	310 W Church St	7/23/2026 7/29/2026		7/28/2026	Doortag left for overgrown weeds. Complied.	<u>Y</u>	<u>Y</u> <u>Y</u>		
Pending	138 Deanna Dr	7/23/2026		7/28/2026	Doortag placed for a trailer parked on the grass. Check 1st week of August	<u>Y</u>			
Pending	71 Cortland Dr	7/23/2026		7/28/2026	Doortag placed for a trailer parked on the grass. Check 1st week of August	<u>Y</u>			
Pending	536 Greenview Dr	7/23/2026		7/28/2026	Doortag placed for UD and vehicle parked on the grass. Check 1st week of August	<u>Y</u>			
Pending	101 E Main St	7/29/2026	8/3/2026	8/24/2026	Order sent to cut and remove all overgrown weeds and vegetation, including grasses, wild-growing trees, and growth on the building.	<u>Y</u>	<u>Y</u>	6-27-0117	ROCK COUNTY REALTY LLC PO BOX 643 WAUKESHA, WI 53187-0643

Pending	101 E Main St	7/29/2026	8/3/2026	11/2/2026	Order sent to paint all exterior surfaces of the building with chipped or missing paint to ensure a uniform color.	<u>Y</u>	<u>Y</u>	6-27-0117	ROCK COUNTY REALTY LLC PO BOX 643 WAUKESHA, WI 53187-0643
Pending	113 E Main St	7/29/2026	8/5/2026	11/4/2026	Order sent to: - Repair or replace all broken and boarded-up windows. - Repair or replace all damaged window shutters. - Repair or replace all damaged and deteriorated lower exterior walls of the building. - Repaint all exterior surfaces with chipped, peeling, or faded paint. - Ensure all exterior components are structurally sound, weather-tight, and maintained in good condition. Note: Entered under 111 E MAIN ST in iWorQ but under the same parcel number 6-27-120.	<u>Y</u>	<u>Y</u>	6-27-120	SCHOENENBERGER SURVIVORS TRUST N6676 ATTICA RD ALBANY, WI 53502-9594
Pending	17 W Main St	7/29/2026	8/5/2026	11/4/2026	Order sent to paint all areas of the exterior wall with chipped or missing paint to ensure a uniform color.	<u>Y</u>	<u>Y</u>	6-27-91	BEL KAY INVESTMENTS INC 12342 W SPRING VALLEY CORS JANESVILLE, WI 53548-9269
Pending	119 E Main St	7/29/2026	7/31/2026	8/5/2026	Order sent to mow overgrown weeds and vegetation.	<u>Y</u>	<u>Y</u>	6-27-0621	PRECISION COLLISION CENTER LLC 119 E MAIN ST EVANSVILLE, WI 53536-1123

Pending	119 E Main St	7/29/2026	7/31/2026	8/31/2026	Order sent to clean up and remove all discarded car parts, brush piles, and all other unsightly debris in the area or properly store items away from public view.	<u>Y</u>	<u>Y</u>	6-27-0621	PRECISION COLLISION CENTER LLC 119 E MAIN ST EVANSVILLE, WI 53536-1123
Pending	119 E Main St	7/29/2026	7/31/2026	8/31/2026	Order sent to remove or relocate the trailer to an appropriate, improved surface, and permitted parking location.	<u>Y</u>	<u>Y</u>	6-27-0621	PRECISION COLLISION CENTER LLC 119 E MAIN ST EVANSVILLE, WI 53536-1123
Pending	119 E Main St	7/29/2026	7/31/2026	11/2/2026	Order sent to: - Repair or replace all broken or boarded windows. Tarps, drop cloths, or similar temporary materials shall not be used as window coverings. - Repair or replace all damaged brick masonry. - Repair or replace any damaged roofing. Note: Failure to comply may result in the City declaring the property to be in a state of demolition by neglect, in violation of the Historic Preservation Ordinance.	<u>Y</u>	<u>Y</u>	6-27-0621	PRECISION COLLISION CENTER LLC 119 E MAIN ST EVANSVILLE, WI 53536-1123
Pending	20 W Main St	7/29/2026	7/31/2026	8/5/2026	Order sent to mow overgrown weeds and vegetation.	<u>Y</u>	<u>Y</u>	6-27-21	SEL INVESTMENTS LLC 2622 N CROSS RD EVANSVILLE, WI 53536-9522

Pending	20 W Main St	7/29/2026	7/31/2026	8/31/2026	Order sent to clean up and remove all discarded items and all other unsightly debris in the area or properly store items away from public view.	<u>Y</u>	<u>Y</u>	6-27-21	SEL INVESTMENTS LLC 2622 N CROSS RD EVANSVILLE, WI 53536-9522
Pending	20 W Main St	7/29/2026	7/31/2026	8/31/2026	Order sent to install a proper address number. Ensure it is clearly visible from the public way and complies with the Municipal Code.	<u>Y</u>	<u>Y</u>	6-27-21	SEL INVESTMENTS LLC 2622 N CROSS RD EVANSVILLE, WI 53536-9522
Pending	18 W Main St	7/29/2026	7/31/2026	10/31/2026	Order sent to: - Repair or replace all damaged and missing siding, trim, soffits, and fascia to eliminate deterioration, mold and mildew. - Repair or replace all broken windows. - Repair or replace all damaged and disconnected downspouts. Ensure water is directed away from the building. - Paint all exterior surfaces of the building with exposed wood, chipped, or missing paint.	<u>Y</u>	<u>Y</u>	6-27-2022	DOVERSPIKE PROPERTIES LLC S134 COUNTY ROAD F DURAND, WI 54736-2610
Pending	11 N Madison St	7/29/2026	8/5/2026	11/4/2026	Order sent to: - Repair or replace the dented siding to be in good condition. - Repair or replace the deteriorating door frame to ensure it is weather-tight and in proper working condition.	<u>Y</u>	<u>Y</u>	6-27-27	HELGESEN LAUNDRY LLC PO BOX 606 EVANSVILLE, WI 53536-6060

Pending	26 Water St	7/29/2026	8/3/2026	9/2/2026	Order sent to remove and properly dispose of all dried leaves at the curb.	<u>Y</u>	<u>Y</u>	6-27-643	CHRISTINA M KLEHFOTH 26 WATER ST EVANSVILLE, WI 53536-1429
Pending	18 E Main St	7/29/2026	8/5/2026	11/4/2026	Order sent to repair the damaged exterior wall and restore the missing masonry to prevent further deterioration and water intrusion.	<u>Y</u>		6-27-26	FARNSWORTH ENTERPRISES I LLC 205 CLIFTON ST EVANSVILLE, WI 53536-1007
Pending	5 W Main St	7/29/2026	8/5/2026	9/7/2026	Order sent to: - Repair or replace the damaged sign face of the projecting sign. - Remove or turn off all flashing signs on the property.	<u>Y</u>	<u>Y</u>	6-27-98	FARNSWORTH ENTERPRISES I LLC 205 CLIFTON ST EVANSVILLE, WI 53536-1007
Pending	5 W Main St	7/29/2026	8/5/2026	11/4/2026	Order sent to repair or replace all damaged trim to be structurally sound and in good condition.	<u>Y</u>	<u>Y</u>	6-27-98	FARNSWORTH ENTERPRISES I LLC 205 CLIFTON ST EVANSVILLE, WI 53536-1007
Pending	19/21 E Main St	7/29/2026	8/5/2026	9/7/2026	Order sent to repair or replace all broken light fixtures on the property.	<u>Y</u>	<u>Y</u>	6-27-113	GROVE PARTNERS LLC 129 N MADISON ST EVANSVILLE, WI 53536-1158

Pending	19/21 E Main St	7/29/2026	8/5/2026	9/7/2026	Order sent to remove or discontinue the illumination of signs on the property.	<u>Y</u>	<u>Y</u>	6-27-113	GROVE PARTNERS LLC 129 N MADISON ST EVANSVILLE, WI 53536-1158
Pending	137 E Main St	7/29/2026	8/5/2026	8/26/2026	Order sent to shield all outdoor decorative lighting on the property.	<u>Y</u>	<u>Y</u>	6-27-624.1	139 EAST MAIN STREET LLC 137 E MAIN ST EVANSVILLE, WI 53536-1123
Pending	137 E Main St	7/29/2026	8/5/2026	8/26/2026	Order sent to remove or turn off all flashing signs on the property.	<u>Y</u>	<u>Y</u>	6-27-624.1	139 EAST MAIN STREET LLC 137 E MAIN ST EVANSVILLE, WI 53536-1123
Pending	26 W Main St	7/29/2026	8/5/2026	8/26/2026	Order sent to remove or adjust all window coverings so that no more than 50% of the window areas are covered.	<u>Y</u>	<u>Y</u>	6-27-20.2	WILLO LLC 19 WALKER ST EVANSVILLE, WI 53536-1401
Pending	26 W Main St	7/29/2026	8/5/2026	11/4/2026	Order sent to repair or replace all hail-damaged roofing and siding on the primary structure and garage. Ensure all exterior components are weather-tight, in good repair, and free from deterioration.	<u>Y</u>	<u>Y</u>	6-27-20.2	WILLO LLC 19 WALKER ST EVANSVILLE, WI 53536-1401

Pending	8 S Madison St	7/29/2026	8/5/2026	11/4/2026	Order sent to: - Paint all exterior surfaces of the building with chipped or faded paint to ensure a uniform color. - Repair or replace all damaged, rusted, or missing sections of the cornice and roof edge along the upper facades. Ensure all components are structurally sound, weather-tight, and in good condition.	<u>Y</u>	<u>Y</u>	6-27-109	DAVIS LAND LLC 1949 N MILTON SHOPIERE RD MILTON, WI 53563-8695
Pending	102 E Main St	7/29/2026	8/5/2026	8/26/2026	Order sent to open or adjust all blinds so that no more than 50% of the window areas are covered.	<u>Y</u>	<u>Y</u>	6-27-1	JEFFERY A JOHNSON 102 E MAIN ST EVANSVILLE, WI 53536-1124
Pending	102 E Main St	7/29/2026	8/5/2026	10/5/2026	Order sent to repair, replace or remove the peeling mural on the property.	<u>Y</u>	<u>Y</u>	6-27-1	JEFFERY A JOHNSON 102 E MAIN ST EVANSVILLE, WI 53536-1124
Pending	26 E Main St	7/29/2026	8/5/2026	10/5/2026	Order sent to remove the unused awning frame from the building.	<u>Y</u>	<u>Y</u>	6-27-3	26 E MAIN ST EVANSVILLE, WI 53536-1122
Pending	24 E Main St	7/29/2026	8/5/2026	8/26/2026	Order sent to open or adjust all blinds so that no more than 50% of the window areas are covered.	<u>Y</u>	<u>Y</u>	6-27-4	JS DECKER LLC 143 W MAIN ST EVANSVILLE, WI 53536-1145

Pending	14 E Main St	7/29/2026	8/5/2026	8/26/2026	Order sent to: - Remove the flashing "OPEN" sign or permanently disable its flashing feature. - Remove the illuminated sign from the exterior of the building and obtain approval for a code-compliant exterior sign. If desired, the existing sign may be relocated and mounted on an interior wall within the building. Note: Entered under 12 E MAIN ST in iWorQ, but under the same parcel number 6-27-8.	<u>Y</u>	<u>Y</u>	6-27-8	LEWIS B FARNSWORTH 201 N 4TH ST APT 204 EVANSVILLE, WI 53536-1377
Pending	11 E Main St	7/29/2026	8/5/2026	8/26/2026	Order sent to open or adjust all window coverings so that no more than 50% of the window areas are covered, or provide a compliant window display.	<u>Y</u>	<u>Y</u>	6-27-111	FORWARD INVESTMENT PROPERTIES LLC PO BOX 649 EVANSVILLE, WI 53536-6070
Pending	11 E Main St	7/29/2026	8/5/2026	11/4/2026	Order sent to repair or replace any damaged roofing materials to ensure the roof is weather-tight and maintained in good condition.	<u>Y</u>	<u>Y</u>	6-27-111	FORWARD INVESTMENT PROPERTIES LLC PO BOX 649 EVANSVILLE, WI 53536-6070
Pending	2 E Main St	7/29/2026	8/7/2026	8/31/2026	Order sent to shield all outdoor decorative lighting on the property.			6-27-9	ATTN: TIM RYAN LAKE RIDGE BANK 8301 UNIVERSITY AVE MIDDLETON, WI 53562-2519

CITATIONS

Status	Violation Address	Inspection Date	Orders Issued	Compliance Deadline	Violation Description	Mailed Copy (Y/N)	iWorQ (Y/N)	Parcel Number	Owner and Mailing Address
Citation	213 S Second St	4/3/2026		4/8/2026	Doortag left for junked vehicle & unsightly debris	<u>Y</u>	<u>Y</u>	6-27-0240	CHRISTINE A FELTON 213 S 2ND ST EVANSVILLE, WI 53536-1339
		4//10/26	4/14/2026	5/14/2026	Order sent to: - Remove all inoperable or unregistered vehicles otherwise make all vehicles operable and properly registered. - Clean up and remove all discarded items, trash, rubbish, and all other unsightly debris in the area, or properly store items away from public view.	<u>Y</u>	<u>Y</u>		
		5/15/2026	5/22/2026	6/30/2026	Complied for JV but not for UD. FN sent to: - Clean up and remove all discarded items, trash, rubbish, and all other unsightly debris in the area, or properly store items away from public view.	<u>Y</u>	<u>Y</u>		
		7/2/2026	7/17/2026		Not complied. Citation report & complaint summary ready. 7/21/26 Citation issued.				