

NOTICE

A meeting of the City of Evansville Plan Commission will be held via video and/or audio remotely on the date and time stated below. Notice is further given that members of the City Council might be in attendance. Requests for persons with disabilities who need assistance to participate in this meeting should be made by calling City Hall: (608)-882-2266 with as much advanced notice as possible. Submit Public Comments in advance by email to jason.sergeant@ci.evansville.wi, by leaving in the drop box in front of City Hall at 31 S Madison Street, or by mail to PO Box 529, Evansville, WI 53536.

City of Evansville **Plan Commission**
Regular Meeting
Tuesday, October 6, 2020, 6:00 p.m.

Due to County, State and Federal social distancing recommendations in response to COVID-19, this meeting is being held virtually. Commission members, applicants, and members of the public will be required to participate via the virtual format. To participate via video, go to this website: <https://meet.google.com/fes-vcir-rfv>. To participate via phone, call this number: 1 608-764-9643 and enter PIN: 352 918 263# when prompted.

AGENDA

1. Call to Order
2. Roll Call
3. Motion to Approve Agenda
4. Motion to waive the reading of the minutes from the September 1, 2020 meeting and approve them as printed.
5. Civility Reminder
6. Citizen appearances other than agenda items listed
 - A. Discussion regarding Conditional Use for Daycare at 295 S Union
7. New Business
 - A. Discussion and Public Hearing of Preliminary Land Division Application LD-2020-04 to create Two Family Twin Lots at 554/556 Stonewood Court on parcel 6-27- 533.514.
 - i. Review Preliminary Plat and Staff Comments
 - ii. Public Hearing
 - iii. Plan Commissioner Questions and Comments
 - iv. Motion to approve.
 - B. Discussion and Public Hearing of an Application to Rezone, RZ-2020-03, a newly created subdivision, "Settler's Grove," on Porter Road parcels 6-27-970.2 and 6-27-970G.
 - i. Review Request and Staff Comments
 - ii. Public Hearing
 - iii. Plan Commissioner Questions and Comments
 - C. Review and Discussion of Draft Settler's Grove Development Agreement
 - D. Online Permitting Discussion and Possible Motion to Recommend
 - E. Discussion and Motion to Recommend Ordinance 2020-12.
8. Next Meeting Dates: Tuesday, November 3, 2020 at 6:00pm
9. Motion to Adjourn

-Mayor Bill Hurtley, Plan Commission Chair

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

**City of Evansville Plan Commission
Regular Meeting
September 1, 2020, 6:00 p.m.
Meeting held virtually due to COVID-19 Guidelines**

MINUTES

1. **Call to Order** at 6:01 pm.

2. **Roll Call:**

Members	Present/Absent	Others Present
Mayor Bill Hurtley	P	Community Development Director Jason Sergeant
Aldersperson Rick Cole	P	William Wassing, Community Member
Aldersperson Erika Stuart	P	
Bill Hammann	A	
John Gishnock	P	
Mike Scarmon	P	
Susan Becker	P	

3. **Motion to approve the agenda, by Cole, seconded by Stuart. Approved unanimously.**
4. **Motion to waive the reading of the minutes from the August 4, 2020 Meeting and approve them as printed by Cole, seconded by Becker. Approved unanimously.**
5. **Civility Reminder.** Hurtley noted the City's commitment to civil discourse.
6. **Citizen appearances other than agenda items listed.**
7. **New Business**
8. **New Business**
- A. **Motion to approve a 6' sideyard setback along the west lot line for parcel 6-27-350 at 263 Franklin Street per Section 130-675(5) of the Evansville Municipal Code.** Gishnock asked if this is in place of a variance. Sergeant shared this would normally be a variance, however an exception in the code allows for this special circumstance. ***Motion by Cole, seconded by Stuart. Approved unanimously.***
- B. **Discussion of Future Transportation Map and Commission Guidance for Settler's Grove**
- i. **Sidewalk connections.** Sergeant shared a map showing the future map along with subdivision plat. Commission discussed the importance of a connection to the northwest and would prefer to see a street connection. Cole illustrated a street could be extended and lot widths adjusted. Commission directed staff to request an extension Baker Avenue through Lots 27 and 28, adjusting lot widths on Winston Way and Pullen Drive to maintain total lot count.
- ii. **"Eighth Street."** Commission discussed a north south connector street that would be

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called Eighth Street

- iii. **Other through streets.** Commission discussed making a second north south connector or updating transportation plan map. **Motion to create Eighth Street as a north south connector and update Future Transportation Map to include a Ninth Street connector west of Settler's Grove** by Cole, seconded by Scarmon. *Passed Unanimously.*

C. Discussion of Park and Recreation Dedication and Commission Guidance for Settler's Grove

- i. **Ordinance Review.** Sergeant reviewed ordinance guidance on recreation dedication. He highlighted the total requirement would ask for 4.7 acres of recreation land dedicated to the city.
- ii. **Smart Growth and Park Plan Guidance.** Sergeant shared future land use map as not calling for park land in this area.
- iii. **Recreation Dedications in Settler's Grove.** Commission discussed importance of atrial connection to West Side Park. **Motion to accept Land dedication of trail easement, construction of trails that connect to north and west side parks, and additional fees in lieu of full park land dedication.** *Motion by Cole, seconded by Stuart. Approved unanimously.*

D. Discussion of Residential Zoning Updates. Sergeant shared ideas to phase in ADUs, incentivize builders to go beyond new minimum standards and include lot coverage, landscaping, garage and front porch standards in ordinance. Commission expressed a desire to see these updated move through approval this year.

- 8. **Next Meeting Dates: Tuesday, October 6, 2020 at 6:00pm.** Commission would like to meet virtually for next meeting.
- 9. **Motion to Adjourn** by Cole, seconded by Stuart. *Approved Unanimously.*



City of Evansville Parcel Report - 295 S Union

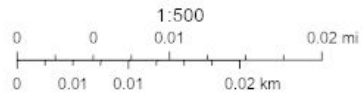
Area of Interest (AOI) Information

Area : 9,794.57 ft²

Oct 1 2020 11:22:41 Central Daylight Time



-  Variance/Certificate of Appropriateness
-  Evansville Permit Points (All)
-  Township Boundary Areas
-  Countywide Roads
-  CTY
-  HIGH
-  INTE
-  Parcels



County of Rock Land Information Office, Rock County, Wisconsin

Parcel Details

#	TaxID	Parcel #	Site Address	Owner1 First Name	Owner1 Last Name
1	222 00113406	6-27-132.6	295 S UNION ST	PLEASY R	BERG TRUST
2					

#	Owner2 First Name	Owner2 Last Name	Address	City	State
1			102 E MAIN ST	EVANSVILLE	WI
2					

#	Zip	Land Value	Improvements Value	Total Value	Legal Description
1	53536-1124	12500	98500	111000	PT NE 1/4 SE 1/4 COM N LN WATER ST & W LN EXCHANGE ST, NW 245', SW 45', SE 220', E 51' TO POB (EXC RD)
2					

#	Parcel Info Link	Acres	Area(ft ²)
1	http://www.co.rock.wi.us/Rock/TaxSearch/parceldetails.php?taxid=Z222+00113406&taxyear=2020	0.22485234	9,794.57
2		0.01490467	2.42

City Zoning

#	Zoning	Area(ft ²)
1	B-5 Special Use Business District	9,794.57

City Permits

#	Permit Type	Date Submitted	Approved	Date Approve/Deny	Comment	Permit Number	Count
1	Variance		Yes	October 15, 2008	Variance for setback and parking requirement for ADEVCO LLC.		1

FEMA Flood Hazard Zones

#	Flood Zone	Flood Zone Subtype	Area(ft ²)
1	X	AREA OF MINIMAL FLOOD HAZARD	6,508.71
2	X	0.2 PCT ANNUAL CHANCE FLOOD HAZARD	1,839.02
3	AE		1,446.69

FEMA LOMRs

#	DFIRM_ID	VERSION_ID	LOMR_ID	EFF_DATE	CASE_NO
1	55105C	1.1.1.0	55105C_1	May 3, 2017	16-05-6630P

#	SCALE	STATUS	SOURCE_CIT	GFID	Area(ft ²)
1	6000	Effective	55105C_LOMC1	f4b5c638-f185-4e5d-9e2a-0b42411c45b5	3,460.29



APPLICATION FOR PRELIMINARY AND FINAL LAND DIVISION – STAFF REPORT

Application No.: LD-2020-04 **Applicant:** Hurley Homes

Parcel 6-27-533.515, 554/556 Stonewood Ct

October 6, 2020

Prepared by: Jason Sergeant, Community Development Director

Direct questions and comments to: Jason.sergeant@ci.evansville.wi.gov or 608-882-2285



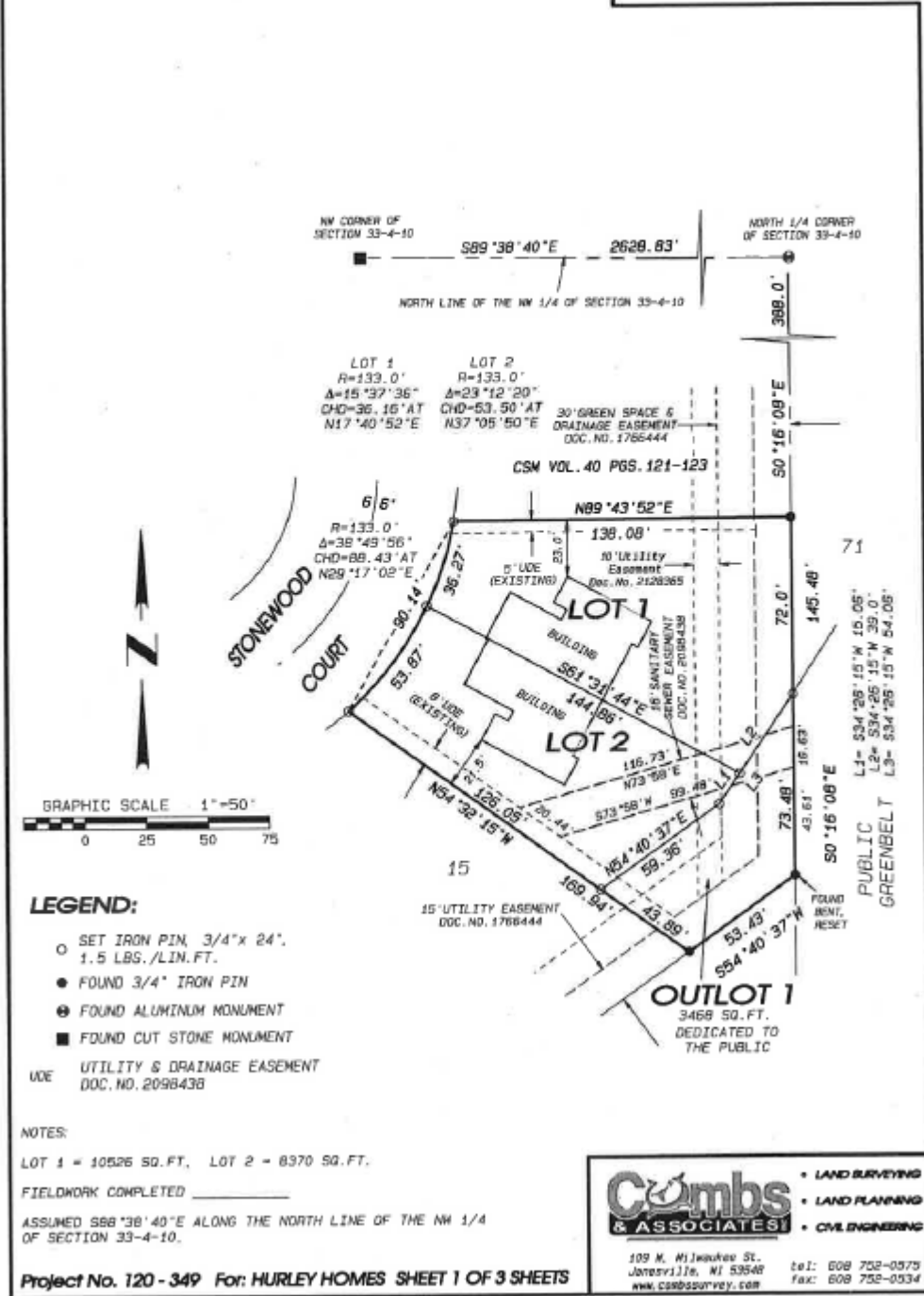
Figure 1 Location Map

Description of request: An application for a preliminary and final land division to create a Two Family Twin Lot on parcel 6-27-533.514 (Tax ID 222 04701514) at 554/556 Stonewood Court has been submitted for consideration by the Plan Commission. Municipal Services has reviewed the application and recommended approval.

Existing and Proposed Uses: The existing has a duplex home constructed and is zoned for residential use (R-2). The newly created Two Family Twin parcels would allow each side of the duplex to be independently owner-occupied.

CERTIFIED SURVEY MAP

LOT 14, STONEWOOD GROVE SUBDIVISION, AND BEING LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



Combs & Associates

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 N. Milwaukee St.
 Janesville, WI 53548
 www.combsurvey.com

tel: 608 752-0579
 fax: 608 752-0534

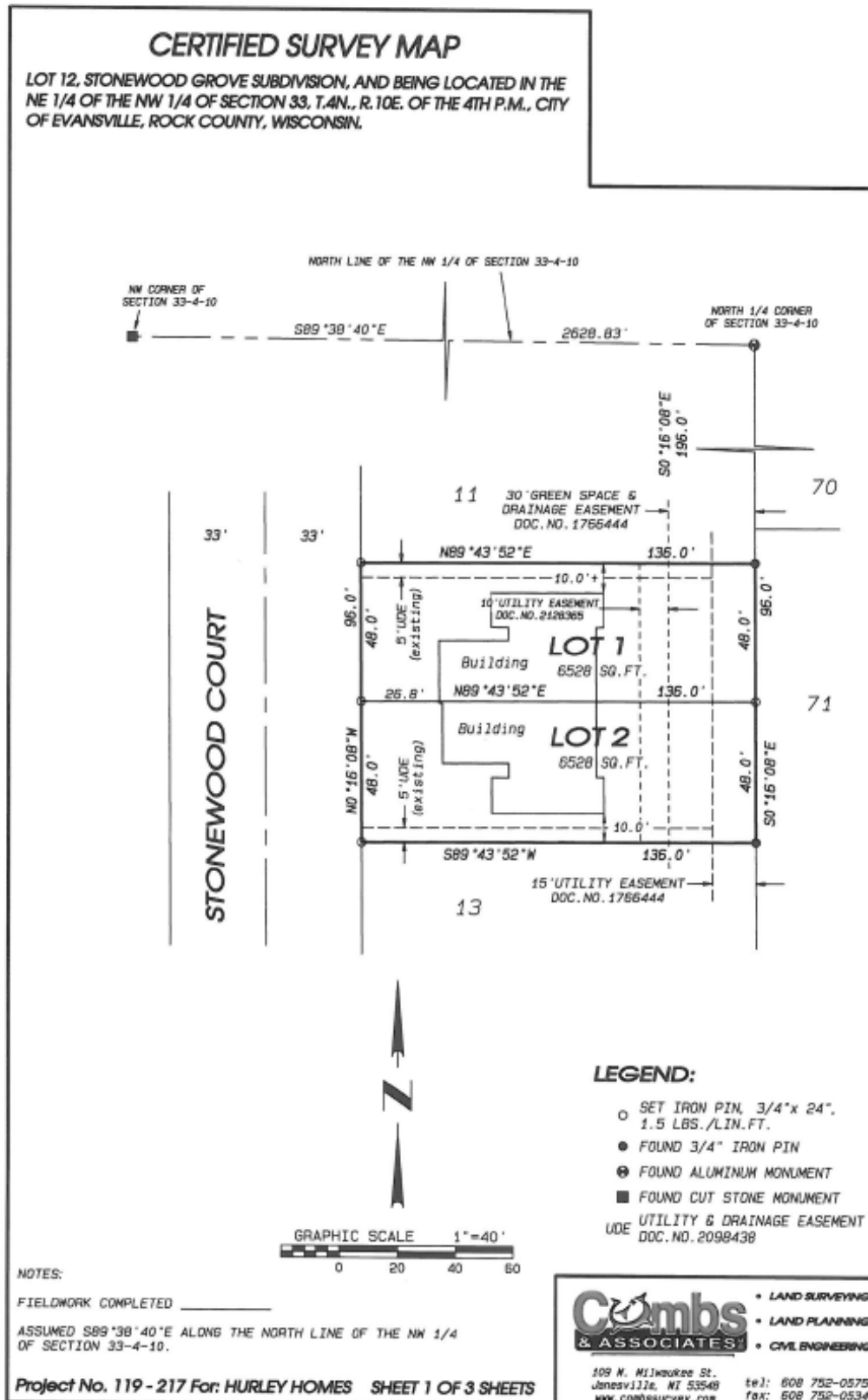


Figure 2 Final CSM

Consistency with the City of Evansville Comprehensive Plan and Municipal Code: The proposed land division and land uses are thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. This would promote infill housing, walkability, and density.

The proposal complies with the design standards and environmental considerations as set forth in the Land Division Ordinance.

Staff Recommended Motion: *Motion to recommend to Common Council approval of certified survey map to divide parcel 6-27-533.514 (Tax ID 222 04701514) into a Two-family twin lot located at 554/556 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the condition the final CSM and joint cross access easement agreement is recorded with Rock County Register of Deeds.*

**JOINT CROSS-ACCESS AND
MAINTENANCE AGREEMENT**

LD-2020-04

Document Number

Document Title

In re:

Lots 1 and 2, of a Certified Survey Map recorded _____, 2020, as Document No. _____, in Volume ____ of Certified Survey Maps, on pages _____, in the office of the Register of Deeds for Rock County, Wisconsin; being part of Lot 14, Stonewood Grove Subdivision, and being located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E. of the 4th P.M., City of Evansville, Rock County, Wisconsin

Recording Area

Name and Return Address

**Attorney Walter E. Shannon
104 West Main St.
Evansville, WI 53536**

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

INFO-PRO® www.infoproforms.com

JOINT CROSS ACCESS AND MAINTENANCE AGREEMENT

THIS AGREEMENT, is made this ____ day of _____, 2020 by HURLEY HOMES, LLC, ("Owner").

WHEREAS, Hurley Homes, LLC is the owner of the real estate located at 554 and 556 Stonewood Court, Evansville, Wisconsin, and legally described as follows: Lot 14, Stonewood Grove Subdivision, and being located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E. of the 4th P.M., City of Evansville, Rock County, Wisconsin, (the "Property"), on which a side-by-side zero lot line duplex is located, and

WHEREAS, Owner wishes to establish parameters with regard to the side-by-side zero lot line duplex, and

NOW, THEREFORE, in consideration of the mutual benefits to be obtained, it is agreed as follows:

1. There is a joint wall separating the zero lot line duplexes located on the property described above.
2. The owners of each unit ("Unit Owners"), are equally responsible for the maintenance of the common wall and roof area where the common wall attaches. The cost of maintaining the common wall and roof area where the common wall attaches shall be borne equally by the Unit Owners on either side of said shared wall.
3. The Unit Owners are equally responsible to maintain the joint driveway from Stonewood Court to the garage for their respective unit and agree that they will not block or park in front of the adjoining owner's unit. The cost of maintaining the joint driveway shall be borne equally between the Unit Owners. Neither Unit Owner shall alter or change the joint driveway in any manner, and it shall remain in the same location as when originally erected.
4. In the event of damage or destruction to the common wall, roof where the common wall attaches, and/ or joint driveway from any cause, other than the negligence or intentional act of either party hereto, the Unit Owners shall repair or rebuild said items. The cost of such repair or rebuilding shall be borne equally by the Unit Owners.
5. If either Unit Owner's negligence or intentional act shall cause damage to or destruction of the common wall or joint driveway, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his/her share, or all of such costs in case of negligence or intentional act, the other party may have such item repaired or restored and shall be entitled to have a contractor lien on the lot and dwelling unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable.

6. The Unit Owners agree that there shall be a perpetual eight-foot maintenance easement, four-feet on each side of the zero-lot line side property line dividing the property which easement shall allow access for normal maintenance and repair of the Unit Owner's respective unit, the common wall, roof where the common wall attaches, and joint driveway.

7. The Unit Owners shall keep all exterior walls of their respective units in good condition and repair at their sole cost and expense. No Unit Owner shall do or permit to be done any act or thing that would tend to depreciate the value of the building (i.e. variance in design, colors, roofing, etc.).

8. The Unit Owners may install a fence. Any fence between the two units may be placed on the zero-lot line with both Units being equally responsible for the construction and maintenance of the fence.

9. The construction of a detached single-family home is restricted in the event either or both sides of the twin dwelling are destroyed.

10. This Joint Cross Access and Maintenance Agreement shall run with the land and shall not be terminated, amended or otherwise altered without the approval of the Evansville City Council.

11. Any dispute arising with respect to this Agreement, its making or validity, its interpretation, or its breach shall be settled by arbitration in Rock County, Wisconsin, by a single arbitrator mutually agreed to by the disputing parties pursuant to the then obtaining rules of the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such disputes except as otherwise provided in this Agreement. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction. In any proceeding with respect to any dispute arising under or to collect any benefits due under this Agreement, the prevailing party in the proceeding shall be entitled to recover the costs of the proceeding and reasonable attorney fees from the other party.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

13. No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

15. This Agreement shall be binding on the parties hereto, their heirs, successors, personal representatives, and assigns.

EXECUTED as set forth below.

Hurley Homes, LLC, by:

Noah A. Hurley, Member

Rebecca A. Hurley, Member

STATE OF WISCONSIN)
COUNTY OF ROCK)ss

Personally came before me this ____ day of _____, 2020, the above named Noah A. Hurley and Rebecca A. Hurley, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of Hurley Homes, LLC.

Notary Public, Rock County, Wis.
My Commission _____.

This Instrument was drafted by
Attorney Walter Shannon
State Bar No. 1055751
Shannon Law Office, LLC
104 West Main St.
Evansville, WI 53536

LAND OWNER-INITIATED ZONING MAP AMENDMENT APPLICATION

Evansville, Wisconsin

Version: June, 2015

General instructions. Complete this application as it applies to your project and submit 12 copies to the City Clerk along with the required application fee. Before you formally submit your application and fee, you may submit one copy to the Community Development Director, who will ensure it is complete. If you have any questions, contact the Community Development Director at 608.882.2285 or jason.sergeant@ci.evansville.wi.gov. You may download this file as a Microsoft Word file off of the City's website at: www.ci.evansville.wi.gov.

- Office Use Only -

Initial application fee	\$150
Receipt number	_____
Date of pre-application meeting, if any	_____
Date of determination of completeness	_____
Name of zoning administrator	_____
Date of Plan Commission review	_____
Application number	_____

1. Applicant information

Applicant name Dave Olson Living Trust
 Street address 5 Maple Street
 City Evansville
 State and zip code WI 53536
 Daytime telephone number 608-289-6861
 Fax number, if any _____
 E-mail, if any dolsen@grovepartners.net

2. Agent contact information Include the names of agents, if any, that helped prepare this application including the supplemental information. Agents may include surveyors, engineers, landscape architects, architects, planners, and attorneys.

	Agent 1	Agent 2	Agent 3
Name	Ronald J. Combs		
Company	Combs & Associates, Inc.		
Street address	109 W. Milwaukee Street		
City	Janesville		
State and zip code	WI 53548		
Daytime telephone number	608-752-0575		
Fax number, if any	608-752-0534		
E-mail, if any	rjcombs@combssurvey.com		

3. Subject property information

Parcel number(s)	6 - 27 - <u>970C.2</u> _____ 6 - 27 - _____ . _____ 6 - 27 - _____ . _____ 6 - 27 - <u>970G</u> _____ 6 - 27 - _____ . _____ 6 - 27 - _____ . _____
Note: The parcel number can be found on the tax bill for the property or may be obtained from the City.	
Current zoning classification(s)	<u>Ag</u> Note: The zoning districts are listed below.
	Agricultural Districts A-1 A-2 A-3
	Residential Districts RR LL-R12 LL-R12A LL-R12B LL-R12C LL-R15 LL-R15A LL-R15B LL-R15C R-1 R-1A R-1B R-1C R-2 R-3
	Business Districts B-1 B-2 B-3
	Planned Office District O-1
	Industrial Districts I-1 I-2 I-3

LAND OWNER-INITIATED ZONING MAP AMENDMENT APPLICATION

Evansville, Wisconsin

Version: June, 2015

Describe the current use of each parcel	Ag-Farm Field
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4. Indicate what zoning district designation you would like the subject property to be zoned as. If multiple zones are proposed, use the parcel map provided as part of #7 below to show the proposed configuration.

R-1, R-2 and R-3

5. From the list below, check those reasons why you believe the zoning map and/or zoning classification should be changed.

<input type="checkbox"/>	The designation of the official zoning map and/or zoning classification should be brought into conformity with the City's Comprehensive Plan.
<input type="checkbox"/>	A mistake was made in mapping on the official zoning map and/or zoning classification.
<input type="checkbox"/>	Factors have changed (e.g., availability of new data, the presences of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
<input checked="" type="checkbox"/>	Growth patterns or rates have changed, thereby creating the need for an amendment to the official zoning map and/or zoning classification.

6. For each of the reasons checked above, provide additional detail.

This area has been planned for future Residential Lots. We are requesting the Zoning be changed to R-1, R-2 and R-3. See Proposed Zoning Map

7. **Location map.** Attach a map (8½" x 11") that shows those parcels to be rezoned and all parcels lying within 250 feet of the subject property. This map shall be reproducible with a photocopier, at a scale which is not less than one inch equals 600 feet. It shall clearly show the parcel number of each parcel to be rezoned, a graphic scale, and a north arrow.

LAND OWNER-INITIATED ZONING MAP AMENDMENT APPLICATION

Evansville, Wisconsin

Version: June, 2015

8. Applicant certification

- ◆ I certify that the application is true as of the date it was submitted to the City for review.
- ◆ I understand that I may be charged additional fees (above and beyond the initial application fee) consistent with the Municipal Code.
- ◆ I understand that the City Council may ask for additional information.
- ◆ I understand that if the City Council denies this application, I may not resubmit this same application during the 12-month period from the date of the City Council's decision, unless there is new evidence or proof of change as certified by the Community Development Director.



9/1/2020

Applicant Signature

Date

Governing Regulations

The procedures and standards governing this application process are found in Chapter 130, Article 2, Division 7, of the Municipal Code.



LEGEND:

- EASEMENT LINE
- BUILDING SETBACK LINE
- SANITARY SEWER
- SANITARY SERVICE
- WATER MAIN
- WATER SERVICE
- STORM SEWER
- PROPERTY LINE
- FENCE LINE
- CONSTRUCTION LIMITS
- PROPOSED SILT FENCE
- CONTOUR LINE
- CENTER LINE
- BUILDING LINE
- AERIAL UTILITY WIRE (S)
- TELEPHONE LINE
- GAS LINE
- ELECTRIC LINE
- PROPOSED SURFACE DRAINAGE DIRECTION
- PAVEMENT RIDGE LINE
- PAVEMENT DRAINAGE LINE
- AC AIR CONDITIONER
- E ELECTRIC BOX
- EM ELECTRIC METER
- GM GAS METER
- T TELEPHONE BOX
- WC WYRE CABLE ANCHOR
- LP LIGHT POLE
- UT UTILITY POLE
- TC TOP OF CURB
- PA PAVEMENT
- CONC CONCRETE
- HP HIGH POINT
- LP LOW POINT
- GD GROUND
- FF FINISHED FLOOR
- DEP DEPRESSED CURB
- TCAST TOP OF CASTING/RIM
- INV INVERT
- PC POINT OF CURVATURE
- PRC POINT OF REVERSE CURVATURE
- VE VISION EASEMENT
- DE DRAINAGE EASEMENT
- UE UTILITY EASEMENT
- CE CONSERVATION EASEMENT
- EXISTING SPOT ELEVATION

R-1 ZONING
 R-2 ZONING
 R-3 ZONING

**REZONE MAP
FOR
SETTLER'S GROVE**

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

<p>209 N. Milwaukee St. Janesville, WI 53548 www.combsurvey.com</p>	• LAND SURVEYING	DATE	08/27/20	REVISIONS
	• LAND PLANNING	BY	AFG	
	• CIVIL ENGINEERING	APPROVED	RJC	
		PROJECT NO.	120-080	

FINAL LAND DIVIDER’S AGREEMENT – Settler’s Grove

This Agreement made this ____ day of _____, 2020, between _____, 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 ____ acres of land in the City of Evansville that is legally described in Appendix A;

WHEREAS, the above-described land is presently zoned _____;

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

WHEREAS, on October 1, 2019, the City’s Plan Commission recommended to the City’s Common Council approval of a preliminary plat for the Subdivision subject to certain conditions, and on _____, 2019, the Common Council approved a preliminary plat for the Subdivision subject to certain conditions;

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

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

WHEREAS, all elements of the _____ and any amendments are incorporated into this agreement. If any term of this Agreement shall conflict with terms in the _____ for any reason, terms in this agreement shall govern.

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

ARTICLE I. Land; General Conditions

- A. Easements. Developer hereby grants a temporary easement over all areas not platted as public to the City for access and inspection during construction of the Public Improvements described in Article III.
- B. Fee In Lieu of Parkland. The Developer’s obligations for the dedication of parkland and/or fees in lieu of Parkland have been satisfied by the dedication of Outlot _____, construction of. Recreational trail on Outlot ____ (as described in _____), construction of recreational trail _____ (as described in _____), and fees paid for _____ in the amount of _____.

- C. Survey Monuments. Developer shall properly place and install all survey or other monuments required by statute or ordinance prior to any particular phase being accepted. Internal survey monuments shall be installed after the Public Improvements described in Article III are completed.
- D. Deed Restrictions. Developer shall execute and record deed restrictions and this agreement in a form as will be separately approved by the City prior to the sale of any lots in the subdivision. Such restrictions shall include, but are not limited to, covenants as follows: that there shall be no further division or subdivision of lots unless in accordance with municipal and zoning ordinances, within the Subdivision; that there shall be no residential development on outlots without the consent of the City and that this final land divider's Agreement has been entered into between Developer and the City, a copy of which is on file in the City Clerk's office.
- E. Soil Testing. Developer shall provide soil bearing tests at locations identified by City Engineer and provide results to City Engineer before any lot is sold. Before any building permit is issued the City Engineer shall advise the Developer and Building Inspector on required foundation systems for buildings in the subdivision.
- 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 Administrative Code, Commerce, Section 21.125, shall be properly implemented, installed and maintained by Developer, building permit applicants, and the subsequent landowners. If erosion occurs after building construction activities have ceased, some or all of the erosion control procedures shall be maintained by Developer until the site has been stabilized.

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

ARTICLE II. Phases and Development.

- A. Construction of Public Improvements. Developer shall complete installation of the Public Improvements described in Article III in six phases, or in logical sub-phases of not less than six lots, if the Developer notifies the city at least 30 days in advance and obtains approval of the same. Developer shall install as part of a phase or sub-phase any Public Improvements which are not physically located within said phase or sub-phase but are necessary to serve the lots within it.
- B. Phases Identified. Phasing for the Subdivision shall be as follows:
 1. Phase I shall be comprised of Lots __ through __.
 2. Phase II shall be comprised of Lots __ through __.
 3. Phase III shall be comprised of Lots __ through __.
 4. Phase...
 5. Phase...
 6. Phase...
- C. Timing of Phases. Developer may begin the installation of the Public Improvements described in Article III for each phase of the Subdivision as follows:
 1. For Phase I, as soon as 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 and construction drawings have been submitted and approved.

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

ARTICLE III. Public Improvements.

- A. Public Improvements. As used in this Agreement, the term “Public Improvements” shall mean the water distribution system, sanitary sewers and lift station, public street; sidewalks, trails, surface water drainage system and retention pond, electrical system and street lights, landscaping, street signs and traffic control signs described in this Article III to be dedicated to the City under Article V.
- B. Plans and Specifications. Developer shall file with the City Clerk’s office, a complete set of the plans and specifications for the Public Improvements for the entire Subdivision, as approved by the City Engineer, hereinafter called “Plans and Specification.” Said Plans and Specifications are hereby made a part of this Agreement by reference and including those standard specifications as the City may have adopted at the time of construction.
- C. Method of Improvement. Developer agrees to engage contractors for all Public Improvements included in this Agreement who are qualified to perform the work and who shall be 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, on-site ponds, off-site ponds 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 modify the off-site storm water pond if necessary to satisfy current State and City storm water requirements as part of the first sub-phase of the Subdivision.
3. Developer shall maintain roads free from mud and dirt from construction of the Subdivision.
4. City will issue no building permit for any lot until the finish grading of the entire phase, including that lot, has been accepted by the City. Finish grade shall be defined as spot elevations at lot corners
5. City shall issue no occupancy permits for any lots until the storm water pond modifications have been accepted by the City.
6. City shall retain the right to require Developer to install additional storm and surface water drainage measures and erosion control measures as needed in accordance with generally accepted engineering standards prior to acceptance by the City of the storm and surface water drainage

improvements.

7. Upon completion of each phase or sub-phase, Developer shall clean all storm sewers and shall repair any defects as determined by the City Engineer prior to presenting the improvements for acceptance by the City.
8. Developer shall re-grade areas as directed by the City if contractors who grade individual lots do so in a way that interferes with the flow of surface water as specified in the grading plan.
9. Developer shall guarantee the healthy establishment of vegetative cover planted within storm water basins, swales or green ways for a period of three (3) years from the date of the City's acceptance.
10. Developer agrees that the top of foundation and the minimum elevation in the lowest opening in the foundation for any future structure built on any Lot in the subdivision should be listed on the final recorded plat, attached to this agreement as Exhibit 1. After building permits are issued and at foundation and footing inspections, the City Inspector 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. All streets shall be constructed to the furthest extents of the subdivision and shall be presented 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.
9. Developer shall fully improve Porter Road for the extent of the subdivision and eastward to the extent of Westfield Meadows to city standards.

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 shall be installed at the same time as curb and gutter.
3. Developer shall remain obligated to construct, furnish, install, and provide sidewalks as specified in this Agreement even if Developer enters into agreements with lot purchasers obligating lot purchasers to install the sidewalks.
4. Developer shall construct a 10' wide paved asphalt recreation trail in Outlot _____, connecting to West Side Park, connecting to Westfield Meadows, and adjacent to the subdivision allowing for a connection to the north the earlier of: A.) no later than when 50% of lots are completed in the subdivisions or B.) No later than December 31, 2025 or C.) Completion of Phases _____.

I. Electrical System.

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

4. In the event the utility's actual cost to install the electrical system is greater than the estimate, Developer shall pay the difference to the utility within thirty (30) days of billing.
5. City shall have the Evansville municipal electric utility install all street lighting in the subdivision. The Developer shall pay the municipal utility's cost thereof including, but not limited to, the cost of labor provided by utility employees to install such street lighting, within thirty (30) days of billing.

J. Landscaping.

1. Developer shall remove and lawfully dispose of all outbuildings, destroyed trees, bush, tree trunks, shrubs, and other natural growth and all left over construction materials, construction debris and rubbish from each phase or sub-phase of the Subdivision after the completion of improvements in each phase or sub-phase. The Developer shall not bury any of the materials described in this paragraph in any portion of this Subdivision.
2. Developer shall require all purchasers of lots to plant a tree on each lot and the greater of A) at least two street trees, or B) one street tree per dwelling unit 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.

1. 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, within thirty (30) days of billing.

L. Traffic Control Signs.

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

2. Developer shall 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, within thirty (30) days of billing.
- M. Correction of Defects. Developer shall correct defects due to faulty materials or workmanship in any Public Improvement which appear within a period of one (1) year from the date the letter of credit referenced in Article IV, Section C, for each phase or sub-phase of development is released, and shall pay for any damages resulting therefrom to City property. The City may refuse to accept the Public Improvements unless and until they conform to generally accepted industry standards. This correction period does not affect or bar claims for negligence discovered at a later date. Wisconsin law on negligence shall govern negligent workmanship.
- N. Additional Improvements.
1. Developer agrees that if modifications to the Plans and Specifications including, but not limited to, additional drainage ways, sanitary sewers, water mains, erosion control measures and storm and surface water management facilities are necessary in the interest of public safety or are necessary for the implementation for the original intent of the Plans and Specifications, the City is authorized to order Developer, at Developer's sole expense, to implement the same, provided such order is made in writing to Developer not later than two (2) years after the City's acceptance of the Public Improvements installed by Developer in the final phase of the Subdivision. Such modifications 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.
 2. Developer shall identify the design of, location on outlots or easements, and perpetual maintenance plans for USPS approved cluster mailbox facilities. No building permits shall be issued until USPS approval of mail delivery for the subdivision is submitted to the City. Costs to install and maintain mail delivery services to the subdivision are the responsibility of the Developer
 3. Developer shall agree to develop all lots in the subdivision with dwelling units or residential structures that contain the following on the front facade: A) front porches and B) garages no more than 50% of the front façade width.

ARTICLE IV. Obligation to Pay Costs.

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

- B. Developer's Obligation to Pay Costs. Developer agrees that it is obligated to construct, furnish, install, and provide all public improvements in the Subdivision or necessary for the Subdivision at its own expense or to pay the City's or municipal utility's costs of constructing, furnishing, installing, and providing such public improvements. If it is necessary to incur an additional cost not explicitly mentioned in this Agreement in order for Developer to be able to perform any obligation of the Developer under this Agreement, Developer agrees the Developer is obligated to pay such cost.
- C. Irrevocable Letters of Credit.
1. For each phase or sub-phase, Developer shall file with the City Clerk (i) a letter describing the scope of the phase or sub-phase that Developer intends to construct and (ii) an irrevocable letter of credit in favor of the City from a lending institution approved by the City in a form approved by the City in an amount sufficient, as determined by the City Engineer, to pay the costs the City would incur to complete all Public Improvements for the phase or sub-phase.
 2. No construction of Public Improvements for a phase or sub-phase shall begin until Developer has filed with the City Clerk an irrevocable letter of credit that meets the requirements of the preceding paragraph.
 3. The City Engineer shall determine the amount of each irrevocable letter of credit based on the scope of the Public Improvements for the phase or sub-phase.
 4. The irrevocable letter of credit for each phase or sub-phase shall not expire until two (2) years from the date on which the irrevocable letter of credit is issued.
 5. Developer shall provide an extension of the duration of such irrevocable letter of credit, upon demand by the City, if not all of the Public Improvements for the phase or sub-phase have been completed and accepted prior to its expiration.
 6. Such irrevocable letter of credit shall stand as security for the reimbursement of costs the city expends 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, storm sewer manholes, sidewalks at the center of each lot, finished first floor elevations, and lowest opening elevations of structures. Locations shall be given in the Rock County coordinates system and dimensioned from permanent structures.
- C. Statement of Costs. Developer shall furnish, within 30 days of City’s request, the City with a statement of the total costs of Public Improvements in the Subdivision in each of the following categories: (1) streets (including signage) and sidewalks, (2) sanitary sewers and lift station, (3) water distribution system, (4) surface water drainage system, (5) electrical system, (6) landscaping, and, if requested to do so by the City, to furnish a statement of such information for each phase or sub-phase. This information is required for the City’s accounting records and reports to state agencies such as the Public Service Commission.
- D. City Responsibility. The City shall perform no repairs or maintenance on the Public Improvements until accepted by the City. Trash and garbage removal service and snow removal will be provided by the City for each phase or sub-phase upon the issuance of the first occupancy permit in each such phase or sub-phase.
- E. Dedication. Developer shall, without charge to the City, upon completion by phases or sub-phases of all Public Improvements, unconditionally give, grant, convey and fully dedicate the same to the City, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, all structures, mains, conduits, pipes, lines, equipment and appurtenances which may in any way be part of or pertain to such Public Improvements and together with any and all necessary easements for access thereto. After such dedication, the City shall have the right to connect or integrate other sewer or water facilities with those facilities provided hereunder as

the City decides, with no payment or award to, or consent required of, Developer. Dedication by Developer shall not constitute acceptance of any improvements by the City; Developer shall be responsible for all maintenance of Public Improvements serving the phase or sub-phase until accepted by the City.

- F. Acceptance. The City or its representatives shall provide the Developer with a letter of acceptance of all Public Improvements required to be constructed in this Agreement upon acceptable completion thereof in each phase or sub-phase subject to the reasonable approval of the City Engineer. The City or its representatives shall provide such letter accepting or rejecting Developer's request for acceptance of such Public Improvements within forty-five (45) days of submission of such request in writing to the City Engineer. If such request is rejected, the City or its representatives shall enclose with the notification letter a letter from the City Engineer specify 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, sidewalk, curb and gutter have been completed and preliminarily accepted by the City.
- D. No building permit shall be issued by the City for any lot until the sanitary sewer and water system serving such lot have been completed and accepted by the City.
- E. No building permit shall be issued by the City for any lot in a phase or sub-phase until all rough site grading for the phase or sub-phase has been completed to within 6" of final grade and accepted by the City.
- F. No occupancy permit shall be issued by the City for any lot until the first lift of asphalt has been installed on the street adjoining said lot.
- G. No occupancy permit shall be issued by the City for any lot until the final grade is complete and stormwater management practices serving such lot have been completed and accepted by the City.
- H. No occupancy permit shall be issued by the City for any lot until required street trees and sidewalks are installed or costs of such installations have been escrowed with the City.

- I. The City reserves the right to withhold issuance of any and all building and/or occupancy permits if Developer is in violation of this Agreement.

ARTICLE VII. Default and Remedies.

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

ARTICLE VIII. Miscellaneous.

- A. Captions. Any captions of the several parts of this Agreement are inserted for

convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

- B. Severability. If any term of this Agreement shall, for any reason and to any extent, be invalid or unenforceable, the remaining terms shall be in full force and effect.
- C. Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between City and Developer and supersedes all prior discussions and agreements whether written or oral between the parties. This Agreement constitutes the sole and entire Agreement between City and Developer and may not be modified or amended unless set forth in writing and executed by City and Developer with the formalities hereof.
- D. Status of City. Nothing herein shall be deemed to create or establish the City as a copartner or joint venturer with Developer in the design, construction, ownership or operation of the Subdivision; nor shall the City be entitled to proceeds or revenues derived from the ownership or operation of the Subdivision.
- E. Good Faith. Any actions taken pursuant to this Agreement will be measured by an implied covenant of good faith and fair dealing.
- F. Ordinances and Municipal Code. All provisions of the City's ordinances and Municipal Code are incorporated herein by reference, and all such provisions shall bind the parties hereto and be part of this Agreement as fully as if set forth at length herein. This Agreement and all work and the Public Improvements herein shall be performed and carried out in strict accordance with and subject to the provisions of said ordinances.
- G. Acknowledgement from Lot Purchasers. Developer agrees to deliver the purchaser of any lot within the Subdivision, before closing, a copy of Appendix C and agrees to obtain from each lot purchaser, at or before closing of the purchasers lot, acknowledgment of the receipt of a notice in the form attached hereto as Appendix C, and Developer shall provide a copy of such acknowledgment to the City.
- H. General Indemnity. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement, or documents incorporated herein by reference, Developer shall indemnify and save harmless the City, its trustees, officers, agent, independent contractors, and employees, and shall defend the same from and against any and all liability, claims, losses, damages, interests, action, suits, judgment, costs, expenses, attorney fees and the like to whomever owned and by whomever and whenever brought or maintained which may in any manner result from or arise in the cause of, out of, or as a result of the following acts or omissions of Developer:
 - 1. Negligent performance of this Agreement.

2. Negligent construction or operation of improvements covered under this Agreement.
 3. Violation of any law or ordinance.
 4. The infringement of any patent trademark, trade name or copyright.
 5. Use of public street improvements prior to their dedication and formal acceptance by the City.
 6. In any case where judgment is recovered against the City for any one or more of the foregoing acts or omissions of Developer, if notice and opportunity to defend has been delivered to Developer of the pendency of the suit, within ten (10) days after the City has been served with the same, the judgment shall be conclusive of Developer and not only as to the amount of damages, but also as its liability to the City, provided such judgment has become final and all rights of appeal have been exhausted, or if no appeal has been filed, all appeal periods have expired.
 7. Developer shall name as additional insured on its general liability insurance the City, its trustees, officers, agents, employees and independent contractors hired by the City (including without limitation the City Engineer) to perform services with respect to this Agreement and give the City evidence of the same upon request by the City.
 8. Developer shall furnish a completed Appendix B prior to start of construction by any entity retained by or used by the Developer to fulfill the Developer's obligations under the Agreement.
- I. Heirs and Assigns. This Agreement is binding upon Developer, owners, guarantors, their respective heirs, successors and assigns, and any and all future owners of the subject lands.
- J. No Assignment. Developer shall not assign its rights under this Agreement without the written consent of the City.
- K. Amendments. The City and Developer, by mutual consent, may amend this Agreement at any regularly scheduled meeting of the City's Common Council, if properly noticed pursuant to the open meeting law. The Common Council shall not, however, consent to an amendment until after first having received a recommendation from the City's Plan Commission.
- L. Notice. All notices, demands or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States mail. All such communications shall be addressed at the following, or other such address as either may specify to the other in writing:

To Developer:
Evansville
Development Group
Attn: Roger Berg
102 E Main Street
Evansville, WI 53536

To City:
Evansville Community Development Director
31 S. Madison St.
PO Box 529
Evansville, WI 53536

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

Evansville Development Group

By: _____

(print name and title)

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

_____(SEAL)

(print name)

_____(SEAL)

(print name)

_____(SEAL)

(print name)

_____(SEAL)

(print name)

_____(SEAL)

(print name)

_____(SEAL)

(print name)

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

CITY OF EVANSVILLE:

William Hurtley, Mayor

Date: _____

Judy Walton, City Clerk

Date: _____

APPENDIX A

Property Descriptions

, CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

APPENDIX B

Agreement as to Liability, Indemnity and Insurance

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

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

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

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

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

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

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

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

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

Dated: _____

(print name of CONTRACTOR), a Wisconsin Corporation

By: _____

(print name and title)

By: _____

_____, Secretary
(print name)

APPENDIX C

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

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

The undersigned purchaser acknowledges the City requires the purchaser of each lot to plant at least one yard tree and two street tree in the terrace of a variety and caliper size approved by the City's Superintendent of Municipal Services in the fall or spring immediately following completion of the house. The location of said planting shall be approved by the Superintendent 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 acknowledges that this “Appendix C” shall be delivered to the person or entity initially occupying the dwelling on the lot if the undersigned purchaser is anyone other than the person or entity initially occupying the dwelling.

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

Acknowledged by:

Date:

EXHIBIT 1

Settler's Grove Subdivision

EXHIBIT 2

_____ **Land Dividers Agreement and Amendments**

Service Agreement for Evansville, Wisconsin



Community Development & Public Works Software

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Executive Summary

Thank you for your interest in iWorQ Systems! We have been providing government software solutions since 2001 and serve more than 1,500 customers throughout the United States and Canada. We lead the industry in delivering hosted web-based solutions and were the first vendor in this market to provide a fully web-based system.

Since cities and counties often have limited capital budgets, we lease our applications so that our clients are not confronted with large capital investments and our annual support and maintenance fees do not increase year to year. We have found that this model allows agencies to plan for growth in a cost-conscious way.

To access our applications all you need is an internet connection and your choice of device including desktops, laptops, smartphones (iPhone, Android) and tablet devices (iPad, Galaxy, etc.) The system's graphical user interface, including all screens and dashboards, is natively touch screen enabled allowing your staff the flexibility to determine which device to utilize inside the office or in the field.

We are confident in providing a solution that can improve your internal communication as well as increase your responsiveness to your citizens and customers while reducing the time and effort from your staff. We also provide additional access through our Citizen Engagement mobile app and web portal for internal staff and citizens.

Thank you again for considering iWorQ, we will follow up with you to review any questions you may have about this proposal and the next steps in our consultative sales process.

Best Regards,

A handwritten signature in black ink that reads "Adam Laing". The signature is written in a cursive, flowing style.

Adam Laing
Vice President

Application Description

iWorQ software solutions and professional services together provide a seamless fit for Evansville software project. Having implemented over 1,500 customers and configuring a unique fit for each one provides our team the experience and background required to ensure a successful implementation.

iWorQ's browser-based software is an off-the-shelf system which requires no custom modifications to the code, only configuration of the application which requires no coding. As it is already utilized by hundreds of offices of all different sizes, we can scale and configure as much as needed for each implementation in order to meet your project goals. The system will provide access in the field and in the office, assuring your staff will be efficient and have all the data necessary to run a paperless system. iWorQ's hosted solution provides a smooth transition from your current system because much of the complexity of setting up the server hardware and networking environment is not required, which helps save time, money, and resources.

Since iWorQ's applications are configurable, we are able to provide a familiar and intuitive system that easy to use and understand. For example, when a user logs in, their screen contains only the fields on their dashboard that are pertinent to them, which makes the training process resonate with each of the end users. iWorQ implementers will consult with each department during the set-up process to configure the applications in order to meet the unique needs of each of your departments.

Project Initiation and Management

Throughout the history of our company, iWorQ's success with adding and maintaining customers can be accredited to our carefully structured methodology and approach with each implementation. Our phased project methodology allows regular checkpoints and frequent opportunities to ensure that all of our team members are in sync. During the planning phase, our project teams meet to analyze how each department operates today, and how you would like your new system to work going forward. Based on our discussions, we create a project plan, agree on major milestones, and set a project schedule. The project plan will also address communications, managing risk and change management.

Throughout the project, iWorQ will hold regular status meetings in which both teams report on progress, tasks, and timelines, as agreed upon during the planning phase and outlined in the project plan. The iWorQ project manager acts as your main point of contact during the project and works with your staff to ensure that adequate communication takes place, assuring that the project moves along smoothly.

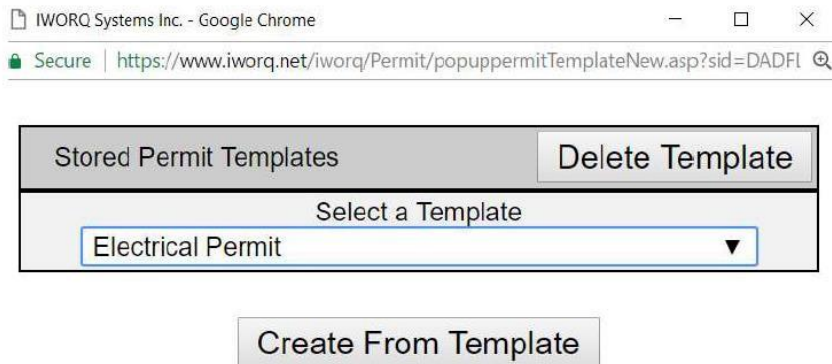
iWorQ has standard documentation to record decisions made during the project. These documents list tasks, person responsibilities, decisions made, etc.



Developing Specific Deliverables for Your Project

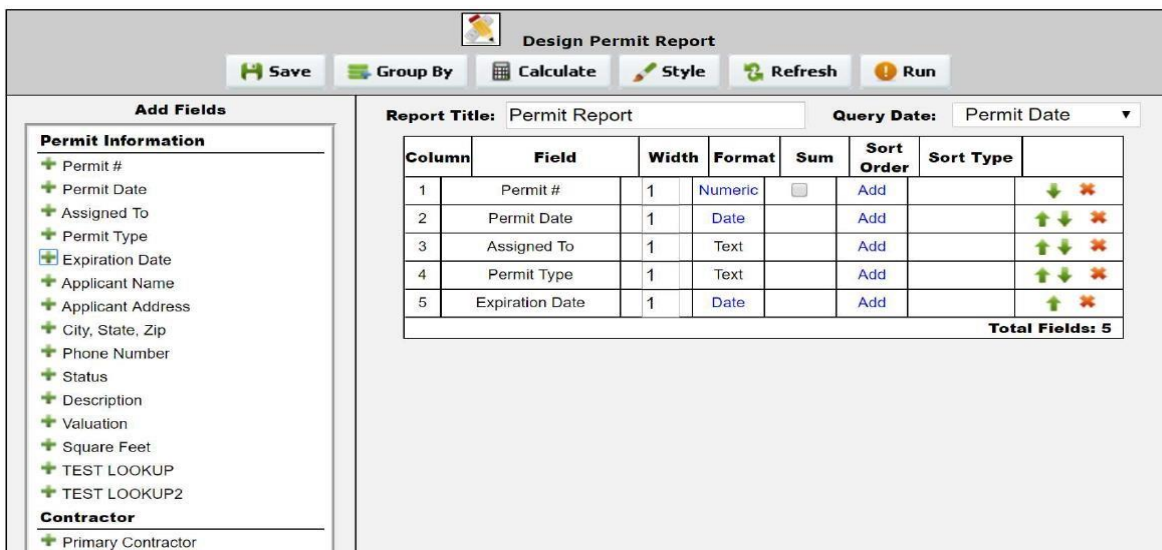
The iWorQ team works with your subject matter experts (that you assign) during the initiating and planning phases to determine what deliverables to build for your solution (e.g., reports, documents, templates, and dashboards etc.). After we create a deliverable, we test it to ensure it meets your specifications and then pass it to your team for user acceptance.

Figure 1.1



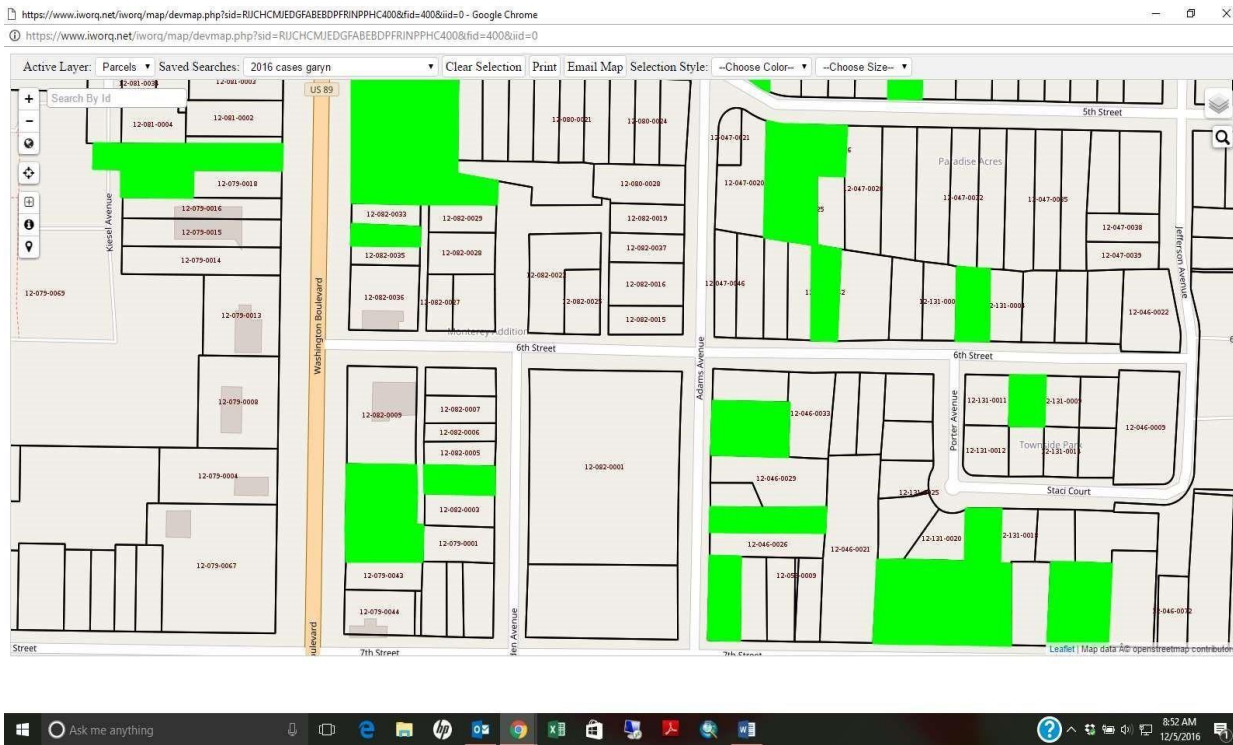
The above image shows how easy it is to create a permit template with prefilled information.

Figure 1.2



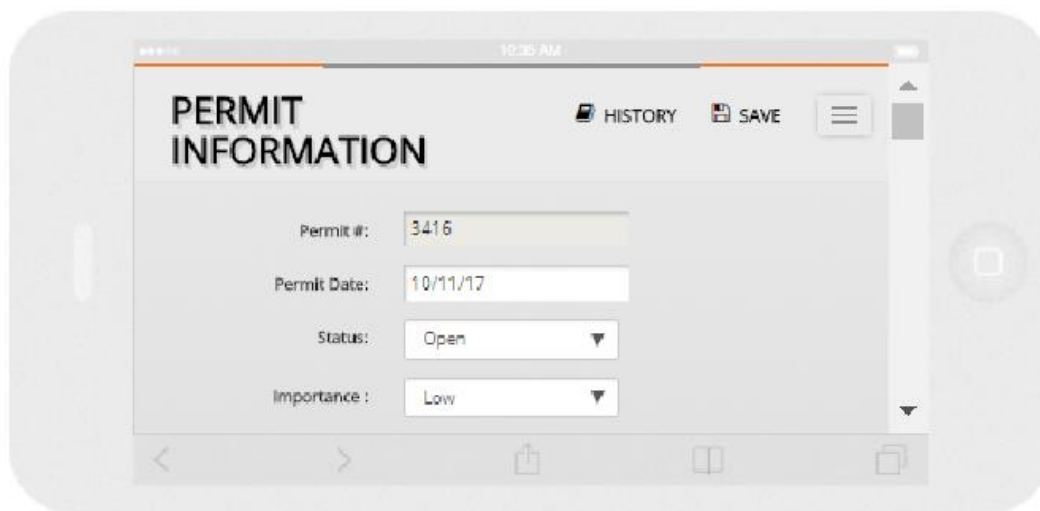
iWorQ's report builder provides a user interface that only requires a user to simply click on the "+" button below to instantly report on desired input. This enables you to add new fields when desired and create adhoc and saved reports.

Figure 1.3



Map above shows Responsive interface- Showing the parcel layer with highlighted parcels. The map is showing the permits issued last year. User can select, display, and edit data directly from the map.

Figure 1.4



The screenshot shows iWorQ's Mobile HTML 5 Interface making access in the field easy to use, which includes icons to help assure your field staff will be successful accessing the system.

Implementation Phases

Your project is configured through a four-phased approach that includes Initiation, Planning, Executing, and Closing phases. Throughout these phases, iWorQ bears the bulk of the project risk. We provide as much training and services as you need to be successful throughout the project.

This section discusses:

- *Initiation Phase*
- *Planning Phase*
- *Executing Phase*
- *Closing Phase*

Initiation Phase

During this phase, we install your software in our secure, hosted (SaaS) data center utilizing Amazon Web Services (AWS). During this phase, you should determine what staff members will assist with the project. We ask you to complete worksheets that allow us to import data into iWorQ dropdown fields. These worksheets do not require that you understand iWorQ data structures to complete this phase.

Planning Phase

During the Planning phase, the iWorQ project team works with your team to define how processes at Evansville work today and how you would like your new system to operate going forward. As part of this, your team should analyze the reports and documents you currently have to determine which ones you need to have in iWorQ. Based on our discussions, we create a project plan that includes project timelines, goals, priorities, and responsibilities. Our project team will work with you to set a clear project plan with detailed requirements. Both teams follow this plan during the executing phase.

Executing Phase

During the Executing phase, we train your project team and together configure the solution. Concurrent with your system configuration, our data integration team will work with you to build data interfaces and migrate data if they are part of the project scope. After our teams complete these tasks, we train your staff members.

Your success is our highest priority. While each of our training phases has a specific plan, we provide additional or repeat trainings at no additional cost if necessary for a successful implementation. As a customer, we will provide additional training anytime it is desired for no additional cost. The time completion of project phases is often dependent upon Evansville go-live goals and staff availability.



Go Live

After the configuration, iWorQ will train each of your staff members. During our training, attendees learn by doing actual data entry. They should come to the training with any materials they regularly use to enter cases (e.g., a stack of permits or code cases to be entered). Instructors will provide the training online. Instructors provide personal assistance to attendees, answer specific questions, and personalize teaching styles to meet the needs of individual attendees.

Closing Phase

During the closing phase, your iWorQ project team continues to work with you to answer any questions and resolve any configuration questions. We hold a project closure meeting to ensure a smooth transition from our project team to our iWorQ customer support team, who will support you going forward and as long as you are a customer.

Training

Your administrator and other individuals you designate receive several different types of training that cover iWorQ's key functionalities.

Our training involves guiding staff to use iWorQ to complete actual work tasks. Instructors provide personal assistance to attendees, answer specific questions, model examples and exercises, and personalize teaching styles to individual attendees. This informal style helps your staff relax and feel comfortable asking and responding to questions.

These trainings are described in further detail below:

Administrator Training: Administrator training teaches your iWorQ administrator(s) how to manage iWorQ going forward. This training covers items such as setting up code tables (options in drop-down lists); security rules; and iWorQ tools.

Configuration Training: During the configuration phase, your administrators make many decisions about configuring iWorQ to make your office its most efficient. During Configuration Training, iWorQ's project team helps trainees understand approaches, methodologies, and best practices for making these decisions and recognizing the ramifications of the decisions they make.

Go-Live Training: Prior to Go-Live, every user on the system will receive training pertinent to their role type on the system. We provide unlimited training during implementation and after Go-Live via conference calls, webinars, or online screen share and we offer an annual, national users' conference to learn new and advanced skills.



Evansville, Wisconsin	Quote creation: 5/28/2020
31 S Madison Street, Evansville, WI 53536	Prepared by: Nick Bishop and Dalton Mickelsen

1. QUOTE

Evansville- hereafter known as "Customer", enters into the following Service Agreement with iWorQ Systems, "iWorQ", headquartered Logan, UT. Customer will pay an annual fee for the services and a one-time setup fee detailed below:

Population: 5,378

<u>Community Development Applications and Services</u>	<u>Package Price</u>	<u>Billing</u>
Community Development (Enterprise Package) *Permit Management *Code Enforcement *Portal Home Quarterly upload of parcel information to iWorQ's GIS Map Track contractors, inspections, property information Track code violations, fees, and activities Unlimited reports and ad-hoc reporting Unlimited letters and documents configured through iWorQ's template library and 3 custom letters 3 custom forms for Portal Home Premium Data (25MB Uploads & 100GB Storage) Online credit/debit card processing integrated with iWorQ. GIS REST Services - iWorQ will publish your agency's WMS layers in iWorQ Community Development applications. iWorQ will update property details weekly. Annual fees are \$500 per layer (currently includes 2 layers) Note: If GIS configurations change (FTP location, name format, field changes, etc.) iWorQ will charge a minimum \$500 fee to accommodate new configuration adjustments (subject to additional hourly charges)	\$6,000 \$5,000	Annual
ANNUAL TOTAL	\$6,000 \$5,000	

Setup, training, and system configuration	\$3,500 Included	Once
Grand total due	\$9,500 \$5,000	

Notes

- 1- Invoices for amount will be sent out 2 weeks after signature. Terms of the invoicing is Net 30 days.
- 2- This quote is provided at the customer's request and is good through **June 30th, 2020**.
- 3- This quote cannot be disclosed or used to compete with other companies.
- 4- Pricing is based on population and number of applications. Removing any items from this quote may require application prices to be updated.

2. ADDITIONAL SERVICES

iWorQ provides additional applications and services that can be purchased as part of the Community Development solution. These can be added to the customer's annual* cost, upon request.

iWorQ Citizen Engagement - Drive citizen satisfaction, streamline communication between citizens and city/county leadership, and reduce overhead costs with a self-service public portal and a mobile application for Android and iOS.	Price based on Population	Annual
Licensing – track business, animal, liquor, rental, and other license types. Includes customized automated reminder letters and online renewal.	Price based on Population	Annual
Additional Storage – Each unit of storage contains an additional 100 GB.	\$250	Annual
Plans Review and Annotation – Requires premium data package to use. Draw and annotate on plans; save data in layers on plans; and place watermarks on plans.	\$1,000	Annual
Onsite Backup – iWorQ will send a *.BAK on a scheduled basis to an FTP server maintained by the customer.	\$500	Annual
Interactive Voice Response (IVR) – used by contractors to schedule inspections via telephone.	\$500	Annual
Additional letters/forms	Quote Required	Annual

**Additional services are subject to setup fees which are 2/3 of the annual cost.*

3. GUIDELINES

3.1 Getting started

iWorQ will assign an account manager to your account to begin the setup and training process upon contract signature.

Send the signed service agreement to iWorQ Systems:

Email: sales@iworq.com

Mailing address:

PO Box 3784

Logan, UT 84323

Physical address:

1125 W. 400. N. Suite 102

Logan, UT 84321

3.2 Billing information

iWorQ will invoice Customers on an annual basis. Customers reserves the right to cancel service at any time after the initial year, by providing iWorQ a 30-day written notice.

3.3 Data conversion

As part of the project setup, iWorQ provides a data conversion service. This service consists of importing data, sent by the Customer, in an electronic (relational database) format. iWorQ provides contact information and an upload site where the electronic data can be sent. Additional costs apply for data that does not meet the criteria listed above.

4. SERVICES and SUPPORT

4.1 Data ownership

All customer data remains the property of the customer. Customer can request data electronically or on disk, upon cancellation of Service Agreement. iWorQ will disburse data within 30 days of written notification.

4.2 FREE training

iWorQ provides FREE training and support. iWorQ provides webinars, phone support, written manuals, web videos, documentation and help files. Training is available to any Customer with a login.

4.3 FREE updates

All updates, bug fixes, and upgrades are FREE to the Customer. iWorQ is a web-based application. Customer only needs to login to get any updates to the applications.

4.4 FREE support

Customer support and training are FREE and available from 6:00 A.M. to 5:00 p.m. Mountain Standard Time.

4.5 FREE data back up

iWorQ does back-ups twice weekly and offsite once weekly.

4.6 Proprietary letters/forms

Letters and forms, including permits, certificates, or other documents must be owned by the customer and have a clear copyright.



4.7 Data upload and storage limits

Standard data plan includes uploads of up to 3 MB per file and 10 GB total storage. iWorQ offers a premium data plan available for an additional annual cost.

4.8 Software Terms and Limitations

The iWorQ Software is the proprietary information and a trade secret of iWorQ, Systems Inc. and this agreement grants no title or rights of ownership with the software. The software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws. Customer shall not permit any user or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the iWorQ Software, (b) make alterations to or modify the Software, (c) grant sublicenses, leases or other rights, or (d) permit any party access to the Licensed Software for purposes of programming against it.

5. SETUP & BILLING INFORMATION

**Please fill out all fields to ensure our team can reach the implementation & billing contacts*

5.1 Community Development Implementation Contacts

Primary Contact _____ Title _____

Phone _____ Cell _____

Email _____

Additional Contact(s) _____ Title _____

Phone _____ Cell _____

Email _____

5.2 Billing information

Billing Contact _____ Phone _____ Cell _____

Email _____ Prefer to receive invoice by email? Yes No

Billing Address _____

City _____ State _____ Zip _____

PO# _____ (if required) Tax exempt ID# _____



6. SIGNATURE

Signature of this Agreement is based on the understanding and acknowledgement of the terms and conditions stated within this Service Agreement.

_____ (Phone) _____ (Mobile) _____ (Email)

_____ (Signature) _____ (Print Name & Title) _____ (Date)

**CITY OF EVANSVILLE
ORDINANCE #2020-____**

**AN ORDINANCE AMENDING SECTION 110-230 OF THE
CODE OF ORDINANCES OF THE CITY OF EVANSVILLE
REGARDING EXTRATERRITORIAL PLAN APPROVALS**

In accordance with Wis. Stats. Sec. 236.45(4), the Plan Commission having considered the amendments to Section 110-230 of the Code of Ordinances of the City of Evansville as set forth below, and having recommended approval of same to Common Council; and

The Common Council having held a duly noticed public hearing on the proposed amendments to Section 110-230 of the Code of Ordinances of the City of Evansville as set forth below, and following said public hearing having determined that said amendments are in the best interest of the city.

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

SECTION 1. Section 110-230 of the Code of Ordinances of the City of Evansville is hereby amended to read as follows:

Article VII. Land Divisions in the City's Extraterritorial Plan Approval Jurisdiction.

Sec. 110-230. Land Divisions in the City's Extraterritorial Plan Approval Jurisdiction.

- (a) Generally. Except as set forth in section 110-230 (b), all land divisions within the city's extraterritorial plan approval jurisdiction require approval of the city in accordance with the procedures of this chapter as applicable to land divisions within the city, as contained in section 110-81 through section 110-125.
- (b) Exceptions. The requirements of section 110-230 (a) do not apply to the following:
 - (1) Land divisions of agriculturally zoned property which create a new lot for an existing residential structure, provided that the parcel from which the new lot is created is no less than 35 acres following said land division.
 - (2) The sale or exchange of parcels of land between owners of adjoining property if additional lots are not thereby created and the lots resulting are not reduced below the minimum size required by the ordinances of the town in which the lots are located.
 - (3) Land divisions creating no more than 5 lots with a minimum lot size of 10 acres. For all land divisions allowed under this exception, the subdivider must provide a preliminary plat or map for future replatting at higher density. No more than one land division created under this option may be created in a 20 year period from an original parcel or from contiguous parcels owned by the same land owner.
 - (4) Cluster land divisions creating no more than 7 lots averaging less than 2 acres per lot where the lots are contiguous and at least 10 acres per lot of undivided and undeveloped land is reserved for future development. For all land divisions

allowed under this exception, the subdivider must provide a preliminary plat or map for future replatting at higher density. No more than one land division created under this option may be created in a 20 year period from an original parcel or from contiguous parcels owned by the same land owner.

SECTION 2. Effective Date. This ordinance shall take effect upon its passage and publication as provided by law.

Passed and adopted this ____ day of _____, 2020

William Hurtley, Mayor

ATTEST:

Judy L. Walton, Clerk

Introduced:
Notices published:
Public hearing held:
Adopted:
Published: