

**MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, JUNE 12, 2023-6:30PM**

The Plan Commission met in City Hall on Monday, June 12, 2023 at 6:30P.M. Present were Commissioners Greg Misfeldt, Ross Wilson, Dan Varga, Beth Ameberg, Chad Trowbridge, Alderperson Jason Hiess, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Absent were Commissioners Dave Cihasky and Mike Tzanakis. Also attending were City Planner Brad Hentschel, City Inspector Paul Lasiewicz, City Engineer Bill McElroy and Riley Wogenese representing the Chip-Wa Hotel Group.

1. **Motion** by Varga, seconded by Hiess to approve the minutes of the May 08, 2023 Plan Commission meeting. **All present voting aye. Motion carried.**

2. The Plan Commission considered the attached 2 lot Certified Survey Map of 1210 Lowner Road from Hiess-Loken and Associates on behalf of Mark Connell in an I-2 Light Industrial Zoning District. Alderperson Hiess noted that an existing shed near the northwest corner of Lot 1 would be razed.
Motion by Rubenzer, seconded by Hubbard to recommend Common Council approve the attached 2 lot Certified Survey Map of 1210 Lowner Road from Hiess-Loken and Associates on behalf of Mark Connell in an I-2 Light Industrial Zoning District. Said approval conditioned on;
 - 1) receipt of the Certified Survey Map review fees
 - 2) revisions from County Surveyor Sam Wentz
 - 3) recording of the approved Certified Survey Map with signatures and a copy provided to the City of Chippewa Falls Engineering Department.**All present voting aye, except Hiess who recused himself and abstained from the vote. Motion carried.**

3. The Plan Commission considered the attached draft Flood Plain Ordinance for the City of Chippewa Falls. Inspector Lasiewicz updated the Plan Commission about the revised Flood Plain Ordinance which was a model ordinance from WDNR. Secretary Rubenzer noted that a couple flood panels had yet to be revised. Clerk Givens will request two notices in the Chippewa Herald for the hearing.
Motion by Rubenzer, seconded by Hubbard to recommend the Common Council schedule a public hearing for July 18, 2023 to hear all concerns and comments about the attached Flood Plain Zoning Ordinance for the City of Chippewa Falls. **All present voting aye, Motion carried.**

4. The Plan Commission considered amendments to the City Official Map to remove a corridor of Chippewa Mall Drive from vacated Woodhill Avenue to the Chippewa Crossing Boulevard roundabout and to add a corridor of Chippewa Crossing Boulevard between STH #178 and 160th Street. The corridor proposed for removal is on the Toyce Ford property and Chippewa Mall Drive is being constructed in a different location than the corridor proposed for removal.


Secretary Rubenzer will ask Attorney Ferg whether both amendments can be considered with a single public hearing or if each would require a separate set of notices and public hearings.

Motion by Hubbard, seconded by Varga to recommend the Common Council schedule one or two public hearings (Attorney Fergs opinion pending) for August 1, 2023 to consider amendments to the City Official Map to remove a corridor of Chippewa Mall Drive from vacated Woodhill Avenue to the Chippewa Crossing Boulevard roundabout and to add a corridor of Chippewa Crossing Boulevard between STH #178 and 160th Street **All present voting aye, Motion carried.**

5. Riley Wogenese appeared to support the attached petition for a Planned Development Conditional Use Permit application from Chip-Wa Hotel Group LLC to construct a hotel on Lot #1 of CSM #5713 and exceed the 35' maximum height in a C-2 commercial district. After a short discussion about a sign for Kwik Trip going to Committee #3 to exceed height restrictions, **Motion** by Rubenzer, seconded by Hubbard for the Plan Commission to schedule a public hearing to consider a Planned Development Conditional Use Permit for Chip-Wa Hotel Group LLC to construct a hotel on Lot #1 of CSM #5713 and exceed the 35' maximum height in a C-2 commercial district after receipt of the advertisement fees and proper notification of adjacent property owners. **All present voting aye, Motion carried.**

6. The Plan Commission considered the attached Certified Survey Map to subdivide parcel #22808-0612-60062709 and located at 12 East Elm Street submitted by Hiess-Loken and Associates on behalf of Robert and Anneliese Fish. Alderperson Hiess explained that the Fish's would like to separate the residential units from the former Mary Ann's Rootbeer stand dividing lots 9 and 10 into lots 1 and 2 as proposed. After subdivision, proposed lot 2 will either be requested to be rezoned to a C-3 Central Business District or requested for a special use permit for the rootbeer stand.
Motion by Rubenzer, seconded by Varga to recommend the Common Council approve the attached Certified Survey Map to subdivide parcel #22808-0612-60062709 and located at 12 East Elm Street submitted by Hiess-Loken and Associates on behalf of Robert and Anneliese Fish contingent on;
 - 1) revisions from County Surveyor Sam Wentz
 - 2) receipt of the Certified Survey Map review fees
 - 3) returning a copy of the approved signed and recorded Certified Survey Map to the City of Chippewa Falls Engineering Department.**All present voting aye, except Hiess who recused himself and abstained from the vote. Motion carried.**

7. **Motion** by Hubbard, seconded by Varga to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 6:58P.M.


Richard J. Rubenzer, P.E., Secretary
Plan Commission

**MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, MAY 8, 2023 – 6:30 PM**

The Plan Commission met in City Hall on Monday, May 8, 2023 at 6:30 P.M. Attending were Commissioners Greg Misfeldt, Ross Wilson, Mike Tzanakis, Dan Varga, Beth Arneberg, Chad Trowbridge, Alderperson Jason Hiess, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Commissioner Dave Cihasky was absent. Also attending were City Inspector Paul Lasiewicz, City Planner Brad Hentschel and Rob Barse representing Mint Development Company.

1. **Motion** by Varga seconded by Hiess to approve the minutes of the April 10, 2023 Plan Commission meeting. **All present voting aye. Motion carried.**

2. The Plan Commission considered the attached Certified Survey Map of Lot #4, CSM #5547 of a 1.8 acre parcel north of Business Hwy #29 and east of Chippewa Crossing Boulevard submitted by Professional Land Surveyor Eric Sturm on behalf of Chippewa Crossing Partners. Director of Public Works Rubenzer stated he handed out a revised Certified Survey Map per County Surveyor Samuel Wentz's comments. City Inspector Lasiewicz noted that utilities had been installed under the parcel being subdivided. Rob Barse stated an easement along the lot line between proposed lots 1 and 2 existed but it hadn't been recorded yet.

Motion by Hiess, seconded by Hubbard to recommend the Common Council approve the attached Certified Survey Map of Lot #4, CSM #5547 of a 1.8 acre parcel north of Business Hwy #29 and east of Chippewa Crossing Boulevard submitted by Professional Land Surveyor Eric Sturm on behalf of Chippewa Crossing Partners contingent on;

- 1) including the utilities easement on the Certified Survey Map prior to Council approval and recording of the said Certified Survey Map.
- 2) receipt of Certified Survey Map review fees.
- 3) making any revisions from County Surveyor Sam Wentz and any revisions required by the Stormwater Ordinance.

All present voting aye. Motion carried.

3. The Plan Commission considered the subdivision of parcel #22908-3211-645004016, located at 1210 Lowater Road submitted by Hiess-Loken and Associates on behalf of Mark Connell. Jason Hiess stated that Mark Connell said there was a need for additional industrial buildable space and thus proposed the subdivision. Mr. Hiess would prepare a Certified Survey Map should the Plan Commission and Council approve the concept.

Motion by Tzanakis, seconded by Varga to recommend the Common Council approve the attached concept and very preliminary Certified Survey Map of parcel #22908-3211-645004016, located at 1210 Lowater Road submitted by Hiess-Loken and Associates on behalf of Mark Connell. **All present voting aye, except for Hiess who recused himself and abstained from the vote. The motion passed on a 9-0 vote with one abstention.**

4. The Plan Commission considered the attached Certified Survey Map combining Lot #9, Block #1, Korger Heights Addition and Lot #1, CSM #9575, Pine Acres Addition submitted by Hiess-Loken and Associates on behalf of Dan Estensen and located north of First Avenue and west of Pine Needle Drive. Director of Public Works Rubenzer stated that this was a result of a recent annexation of Lot #1, CSM #9575, Pine Acres Addition. The annexation was required by Inspector Lasiewicz to extend electrical

Please note, these are draft minutes and may be amended until approved by the Common Council.

service from the house on Lot #9 to a garage on said Lot #1 and have the lot combination. Mr. Hiess stated he had to make a couple corrections before submitting to the Council.

Motion by Rubenzer, seconded by Misfeldt to recommend the Common Council approve the attached Certified Survey Map combining Lot #9, Block #1, Korger Heights Addition and Lot #1, CSM #9575, Pine Acres Addition submitted by Hiess-Loken and Associates on behalf of Dan Estensen and located north of First Avenue and west of Pine Needle Drive contingent on;

- 1) receipt of Certified Survey Map review fees.
- 2) making any revisions from County Surveyor Sam Wentz and any revisions required by the Stormwater Ordinance.

All present voting aye, except for Hiess who recused himself and abstained from the vote. The motion passed on a 9-0 vote with one abstention.

5. The Plan Commission considered the attached 3 lot Certified Survey Map submitted by Hiess-Loken and Associates on behalf of Dove Healthcare and located south of CTH I and west of 156th Street in a P-1 Public and Institutional Zoning District. Alderperson Hiess stated that Dove Healthcare owner Tommy Davison wanted to separate off parcels for future builds. After discussion, the Plan Commission was not comfortable with a three lot survey but would allow lot 3 to be subdivided off from combined lots 1 and 2 on the proposed Certified Survey Map

Motion by Hubbard, seconded by Varga to recommend the Common Council approve an attached 2 lot Certified Survey Map submitted by Hiess-Loken and Associates on behalf of Dove Healthcare and located south of CTH I and west of 156th Street continent on;

- 1) receipt of Certified Survey Map review fees.
- 2) making any revisions from County Surveyor Sam Wentz and any revisions required by the Stormwater Ordinance.

All present voting aye, except for Hiess who recused himself and abstained from the vote. The motion passed on a 9-0 vote with one abstention.

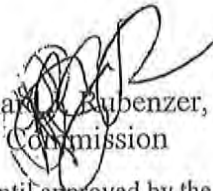
6. The Plan Commission considered the attached Certified Survey Map of Lot #2, CSM #2693 submitted by Hiess-Loken and Associates on behalf of Dove Healthcare and located south of Rutledge Street and east of Eagle Street in a R-1B Single Family Zoning District.

Motion by Misfeldt, seconded by Hubbard to recommend the Common Council approve the attached Certified Survey Map of Lot #2, CSM #2693 submitted by Hiess-Loken and Associates on behalf of Dove Healthcare and located south of Rutledge Street and east of Eagle Street contingent on;

- 1) receipt of Certified Survey Map review fees.
- 2) making any revisions from County Surveyor Sam Wentz and any revisions required by the Stormwater Ordinance.

All present voting aye, except for Hiess who recused himself and abstained from the vote. The motion passed on a 9-0 vote with one abstention.

7. **Motion** by Hubbard, seconded by Varga to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 7:21 P.M.

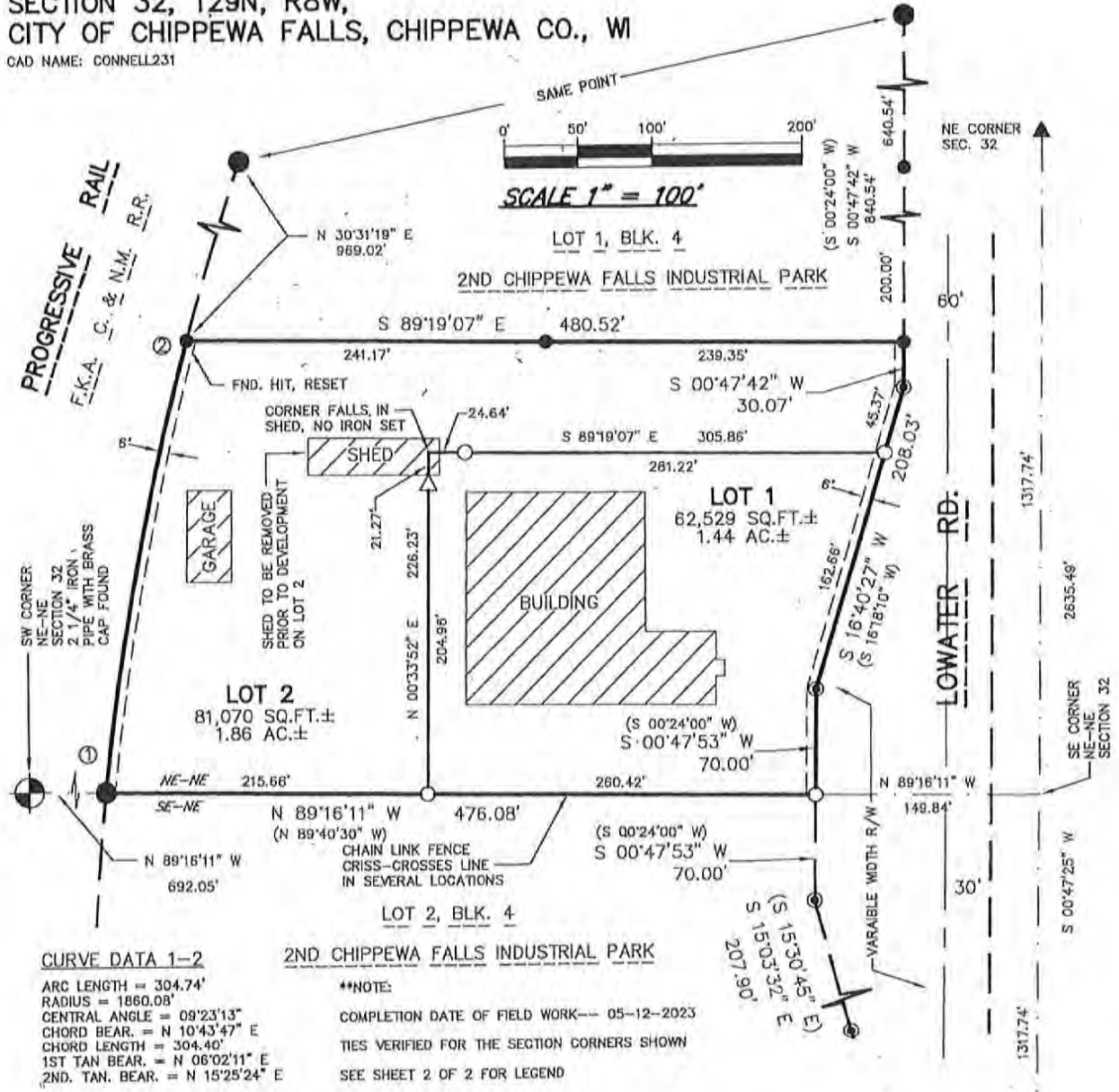

Richard L. Rubenzer, P.E., Secretary
Plan Commission

CHIPPEWA CO. CERTIFIED SURVEY
MAP NO. _____

RECORDED IN VOL. _____ OF THE
CERTIFIED SURVEY MAPS PAGE _____

PART OF LOT 1, BLOCK 4, 2ND CHIPPEWA FALLS INDUSTRIAL PARK, RECORDED IN VOL. 6 OF PLATS, P. 15, AS DOC. NO. 369533, LOCATED IN THE NE 1/4 OF THE NE 1/4, SECTION 32, T29N, R8W, CITY OF CHIPPEWA FALLS, CHIPPEWA CO., WI

CAD NAME: CONNELL231



Jason R. Hiess
JASON R. HIESS, P.L.S.
DATED THIS 12TH DAY OF MAY, 2023.



SURVEYING SERVICES BY:
HIESS-LOKEN & ASSOC., LLC
PROFESSIONAL LAND SURVEYING
4905 WEST PARK AVE.
CHIPPEWA FALLS, WI 54729
(715)-720-4000 PHONE
(715)-832-3300
WWW.HIESS-LOKEN.COM

BEARINGS REFERENCED TO THE WISCONSIN COORDINATE SYSTEM (WISCRS), CHIPPEWA COUNTY, NORTH AMERICAN DATA 83/2018

**CHIPPEWA CO. CERTIFIED SURVEY
MAP NO. _____**

RECORDED IN VOL _____ OF THE
CERTIFIED SURVEY MAPS PAGE _____

**PART OF LOT 1, BLOCK 4, 2ND CHIPPEWA
FALLS INDUSTRIAL PARK, RECORDED IN VOL.
6 OF PLATS, P. 15, AS DOC. NO. 369533,
LOCATED IN THE NE 1/4 OF THE NE 1/4,
SECTION 32, T29N, R8W,
CITY OF CHIPPEWA FALLS, CHIPPEWA CO., WI**

CAD NAME: CONNELL231

SURVEYOR'S CERTIFICATE

I, JASON R. HIESS, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT BY THE DIRECTION OF MARK CONNELL, LOWATER LLC, I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND PARCEL WHICH IS REPRESENTED BY THIS CERTIFIED SURVEY MAP.

THAT THE EXTERIOR BOUNDARY OF THE LAND SURVEYED AND MAPPED IS AS FOLLOWS: PART OF LOT 1, BLOCK 4, 2ND CHIPPEWA FALLS INDUSTRIAL PARK, RECORDED IN VOLUME 6 OF PLATS, PAGE 15, AS DOCUMENT NUMBER 369533, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 32, TOWNSHIP 29 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN. BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE S.00°47'25"W. ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32, 1317.74 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE N.89°16'11"W. ALONG THE SOUTH LINE THEREOF, 149.84 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE CONTINUING N.89°16'11"W. ALONG THE SOUTH LINE THEREOF, 476.08 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE WEST LINE THEREOF AND ALONG THE ARC OF A 1860.08 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, WHOSE CHORD BEARS N.10°43'47"E. 304.40 FEET; THENCE S.89°19'07"E. 480.52 FEET TO THE EAST LINE OF SAID LOT 1; THENCE S.00°47'42"W. ALONG SAID EAST LINE, 30.07 FEET; THENCE S.16°40'27"W. ALONG SAID EAST LINE, 208.03 FEET; THENCE S.00°47'53"W. ALONG SAID EAST LINE, 70.00 FEET TO THE POINT OF BEGINNING. BEING SUBJECT TO EXISTING EASEMENTS.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND MAPPED.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES, A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE AND THE SUBDIVISION REGULATIONS OF THE CITY OF CHIPPEWA FALLS.

Jason R. Hiess

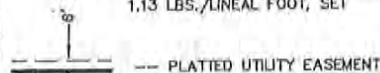
JASON R. HIESS, P.L.S.

DATED THIS 12TH DAY OF MAY, 2023.



LEGEND

- --- 2 1/4" O.D. IRON PIPE FOUND
- --- 1 1/4" O.D. IRON PIPE FOUND
- ⊙ --- 1 1/4" O.D. IRON PIPE WITH CAP FOUND
- ▲ --- MAG NAIL FOUND
- △ --- COTTON GIN SPIKE SET
- --- 1" O.D. X 18" IRON PIPE WEIGHING 1.13 LBS./LINEAL FOOT, SET



- () --- RECORDED AS
- N. --- NORTH
- S. --- SOUTH
- E. --- EAST
- W. --- WEST
- NE --- NORTHEAST
- NW --- NORTHWEST
- SE --- SOUTHEAST
- SW --- SOUTHWEST
- ° --- DEGREES
- ' --- MINUTES OR FEET
- " --- SECONDS
- T --- TOWNSHIP
- R --- RANGE
- O.D. --- OUTSIDE DIAMETER
- LBS. --- POUNDS
- SQ. --- SQUARE
- FT. --- FEET
- AC. --- ACRES
- INCL. --- INCLUDING
- EXCL. --- EXCLUDING
- R/W --- RIGHT OF WAY
- C.S.M. --- CERTIFIED SURVEY MAP
- NO. --- NUMBER
- AVE. --- AVENUE
- ST. --- STREET
- C.T.H. --- COUNTY TRUNK HIGHWAY
- DOC. --- DOCUMENT
- VOL. --- VOLUME
- P. --- PAGE
- COR. --- CORNER
- P.L.S. --- PROFESSIONAL LAND SURVEYOR
- SEC. --- SECTION
- WI --- WISCONSIN
- LLC --- LIMITED LIABILITY COMPANY
- CO. --- COUNTY
- TAN. --- TANGENT
- BEAR. --- BEARING
- F.K.A --- FORMERLY KNOWN AS
- C.&N.W. --- CANADIAN AND NORTHWESTERN
- R.R. --- RAIL ROAD

CITY OF CHIPPEWA FALLS COMMON COUNCIL RESOLUTION

RESOLVED THAT THIS CERTIFIED SURVEY MAP IN THE CITY OF CHIPPEWA FALLS IS HEREBY APPROVED.

SIGNED: _____
GREGORY S. HOFFMAN, MAYOR

APPROVED: _____ DATE _____

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS.

BRIDGET GIVENS, CITY CLERK

SURVEYING SERVICES BY:
HIESS-LOKEN & ASSOC, LLC
PROFESSIONAL LAND SURVEYING
4905 WEST PARK AVE.
CHIPPEWA FALLS, WI, 54729
(715)-720-4000 PHONE
(715)-832-3300
WWW.HIESS-LOKEN.COM

FLOODPLAIN ORDINANCE FOR
Chippewa Falls, WI

Effective _____ (enter date of adoption)

Key for editing:

- Blue highlights are instructional for the ordinance writer and can be deleted once the item is completed
- Yellow highlights are places where the ordinance needs to be filled in with community specific information

Adoption schedule tracking

1. Date of Public Hearing: _____
a. (Requires a Class 2 Hearing Notice of Publication or Posting)
2. Date of Adoption: _____
3. Dates of Publication or Posting: _____
a. (Second/last date must be at least 7 days before hearing, see definition, Ch 985 Stats)
4. Date of Publication or Posting of Notice of Enacted Ordinance:
a. _____

STATUTORY APPROVAL REQUIREMENTS

****This whole page can be deleted. It is for informational purposes and does not need to remain in the ordinance**

The public hearing notice must be published twice, THE SECOND TIME AT LEAST 7 DAYS BEFORE THE HEARING, to meet statutory notice requirements to legally adopt any zoning ordinance or amendment. The community must also furnish a certified copy of the ordinance and proof of publication or posting of the amended ordinance.

There are places in this document where blanks must be completed. After filling in those blanks (and putting in proper map references), publishing a Class 2 public hearing notice, and conducting the hearing, this document may be adopted as is by the municipality's governing body.

This model ordinance includes both the minimum regulatory standards required in ch. NR 116, Wis. Admin. Code, and those of the National Flood Insurance Program 44 CFR 59-72. Section 87.30(1)(b), Stats., permits a county, city, village, or town to adopt a floodplain zoning ordinance that is more restrictive than the provisions required by the State, but not less restrictive. Other model ordinances are available from DNR, or we will help you develop alternative regulations to meet state and federal guidelines.

Submit the proposed ordinance to the DNR Regional Office zoning specialist for review at least 30 days before the public hearing to determine whether it meets all minimum standards. After public hearing and adoption, it is an added expense to change unacceptable ordinance language. No floodplain zoning ordinance amendment is effective until officially approved by DNR. All amendments must also be submitted to the Federal Emergency Management Agency.

Model ordinances and FEMA flood insurance maps are periodically revised. Contact the DNR before public hearing or adoption to assure you are using the most recent and accurate map and ordinance text available.

A handbook entitled *The Floodplain-Shoreland Management Guidebook* has been developed and distributed to all counties, cities and villages with floodplain or shoreland zoning ordinances. Look for publication in your municipal zoning office for answers to many questions about floodplain, wetland and shoreland zoning, dam safety, and the NFIP. The *Guidebook* is also available for download on the DNR website.

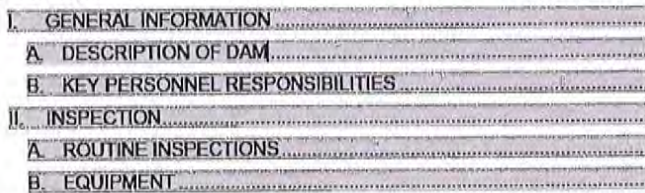
If possible, please submit your draft ordinance electronically. If you have made any changes to the model ordinance, please note the location of the changes in the draft.

!! Instructional Information Only !!

[Please delete THIS ENTIRE PAGE when ordinance update is complete.]

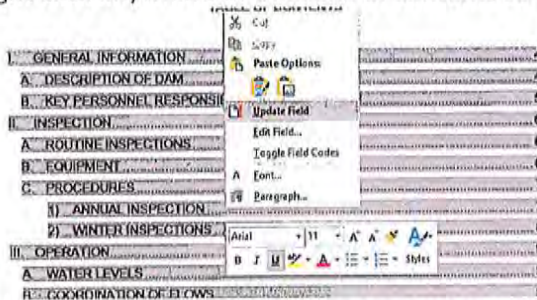
After all updates are done, you will need to update the table of contents. Because this is a linked function within document, the page references will update automatically when you tell it to do so:

1. Click anywhere in the table of contents so that gray shows up behind the words.

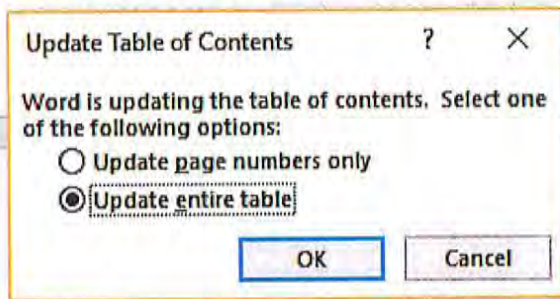


I. GENERAL INFORMATION	
A. DESCRIPTION OF DAM	
B. KEY PERSONNEL RESPONSIBILITIES	
II. INSPECTION	
A. ROUTINE INSPECTIONS	
B. EQUIPMENT	

2. Right click anywhere in the table of contents so that a window pops up. Select "Update Field"



3. Select "Update entire table" so that both the headings and page numbers update. If you changed heading names you may notice that some of the headings will not be capitalized correctly – you will need to find them in the document for formatting and then repeat steps 1-3.



If you make further changes (like deleting this page) and just need to update the page numbers, repeat steps 1-3...this time, you can select "Update page numbers only".

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1.0 STATUTORY AUTHORIZATION, FINDING OF FACT, STATEMENT OF PURPOSE, TITLE, AND GENERAL PROVISIONS

1.1 STATUTORY AUTHORIZATION

This ordinance is adopted pursuant to the authorization in s. 61.35 and 62.23, for cities; and the requirements in s. 87.30, Stats.

1.2 FINDING OF FACT

Uncontrolled development and use of the floodplains and rivers of this municipality would impair the public health, safety, convenience, general welfare, and tax base.

1.3 STATEMENT OF PURPOSE

This ordinance is intended to regulate floodplain development to:

- (1) Protect life, health and property;
- (2) Minimize expenditures of public funds for flood control projects;
- (3) Minimize rescue and relief efforts undertaken at the expense of the taxpayers;
- (4) Minimize business interruptions and other economic disruptions;
- (5) Minimize damage to public facilities in the floodplain;
- (6) Minimize the occurrence of future flood blight areas in the floodplain;
- (7) Discourage the victimization of unwary land and homebuyers;
- (8) Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and
- (9) Discourage development in a floodplain if there is any practicable alternative to locate the activity, use or structure outside of the floodplain.

1.4 TITLE

This ordinance shall be known as the Floodplain Zoning Ordinance for Chippewa Falls, Wisconsin.

1.5 GENERAL PROVISIONS

(1) AREAS TO BE REGULATED

This ordinance regulates all areas of special flood hazard identified as zones A, AO, AH, A1-30 or AE, on the Flood Insurance Rate Map. Additional areas identified on maps approved by the Department of Natural Resources (DNR) and local community may also be regulated under the provisions of this ordinance, where applicable.

(2) OFFICIAL MAPS & REVISIONS

Special Flood Hazard Areas (SFHA) are designated as zones A, A1-30, AE, AH or AO on the Flood Insurance Rate Maps (FIRMs) based on flood hazard analyses summarized in the Flood Insurance Study (FIS) listed in subd. (a) below. Additional flood hazard areas subject to regulation under this ordinance are identified on maps based on studies approved by the DNR and listed in subd. (b) below. These maps and revisions are on file in the office of the City Inspector/Zoning Administrator located at Chippewa Falls City Hall, 30 West Central Street.

(a) OFFICIAL MAPS : Based on the Flood Insurance Study (FIS):

1. Flood Insurance Rate Map (FIRM), panel numbers 55017C0558E , 55017C0559E , 55017C0562E , 55017C0578E, 55017C0579E, 55017C0586E, 55017C0590E dated 03/02/2010 and panel numbers 55017C0566F and 55017C0567F dated 10/19/2023,
2. Flood Insurance Study (FIS) volume 55017CV000C for Chippewa County, dated 10/19/2023 .

3. Letter of Map Revision, LOMR 20-05-0796P dated 10/26/2020

Approved by: The DNR and FEMA

- (b) OFFICIAL MAPS: Based on other studies. Any maps referenced in this section must be approved by the DNR and be more restrictive than those based on the FIS at the site of the proposed development. (

(3) ESTABLISHMENT OF FLOODPLAIN ZONING DISTRICTS

The flood hazard areas regulated by this ordinance are divided into districts as follows:

- a) The Floodway District (FW), is the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional floodwaters, within AE Zones as shown on the FIRM, or within A Zones shown on the FIRM when determined according to s. 5.1(5).
- b) The Floodfringe District (FF) is that portion of a riverine special flood hazard area outside the floodway within AE Zones on the FIRM, or, when floodway limits have been determined according to s. 5.1(5), within A Zones shown on the FIRM.
- c) The General Floodplain District (GFP) is those riverine areas that may be covered by floodwater during the regional flood in which a floodway boundary has not been delineated on the FIRM and also includes shallow flooding areas identified as AH and AO zones on the FIRM.

(4) LOCATING FLOODPLAIN BOUNDARIES

Discrepancies between the exterior boundaries of zones A1-30, AE, AH, or A on the official floodplain zoning map and actual field conditions may be resolved using the criteria in subd (a) or (b) below. If a significant difference exists, the map shall be amended according to s. 8.0 *Amendments*. The zoning administrator can rely on a boundary derived from a profile elevation to grant or deny a land use permit, whether or not a map amendment is required. The zoning administrator shall be responsible for documenting actual pre-development field conditions and the basis upon which the district boundary was determined. Disputes between the zoning administrator and an applicant over the district boundary line shall be settled according to s. 7.3(3) and the criteria in (a) and (b) below. Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must approve any map amendment or revision pursuant to s. 8.0 *Amendments*.

- a) If flood profiles exist, the map scale and the profile elevations shall determine the district boundary. The regional or base flood elevations shall govern if there are any discrepancies.
- b) Where flood profiles do not exist for projects, including any boundary of zone A or AO, the location of the boundary shall be determined by the map scale.

(5) REMOVAL OF LANDS FROM FLOODPLAIN

- a) Compliance with the provisions of this ordinance shall not be grounds for removing land from the floodplain unless it is filled at least two feet above the regional or base flood elevation, the fill is contiguous to land outside the floodplain, and the map is amended pursuant to s. 8.0 *Amendments*.
- b) The delineation of any of the Floodplain Districts may be revised by the community where natural or man-made changes have occurred and/or where more detailed studies have been conducted. However, prior to any such change, approval must be obtained from the

Wisconsin Department of Natural Resources and Federal Emergency Management Agency. A completed Letter of Map Revision is a record of this approval. The floodplain administrator shall not sign a community acknowledgement form unless all criteria set forth in the following paragraphs are met:

1. The land and/or land around the structure must be filled at least two feet above the regional or base flood elevation;
 2. The fill must be contiguous to land outside the floodplain; Applicant shall obtain floodplain development permit before applying for a LOMR or LOMR-F;
- c) Removal of lands from the floodplain may also occur by operation of §87.30(1)(e), Wis. Stat. if a property owner has obtained a letter of map amendment from the federal emergency management agency under 44 C.F.R. 70.

(6) COMPLIANCE

- a) No structure or use within areas regulated by this ordinance shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged, or altered without full compliance with the terms of these regulations and all other applicable regulations that apply to uses within the jurisdiction of these regulations.
- b) Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with s. 9.0.
- c) Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications, or amendments thereto if approved by the Floodplain Administrator. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with s. 9.0.

(7) MUNICIPALITIES AND STATE AGENCIES REGULATED

Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this ordinance and obtain all necessary permits. State agencies are required to comply if s. 13.48(13), Stats., applies. The construction, reconstruction, maintenance and repair of state highways and bridges by the Wisconsin Department of Transportation is exempt when s. 30.2022, Stats., applies. Although exempt from a local zoning permit and permit fees, DOT must provide sufficient project documentation and analysis to ensure that the community is in compliance with Federal, State, and local floodplain standards. If a local transportation project is located within a Zone A floodplain and is not a WisDOT project under s. 30.2022, then the road project design documents (including appropriate detailed plans and profiles) may be sufficient to meet the requirements for issuance of a local floodplain permit if the following apply: The applicant provides documentation to the Floodplain Administrator that the proposed project is a culvert replacement or bridge replacement under 20' span at the same location, the project is exempt from a DNR permit under s. 30.123(6)(d), the capacity is not decreased, the top road grade is not raised, and no floodway data is available from a federal, state, or other source. If floodway data is available in the impacted area from a federal, state, or other source that existing data must be utilized by the applicant in the analysis of the project site.

(8) ABROGATION AND GREATER RESTRICTIONS

- a) This ordinance supersedes all the provisions of any municipal zoning ordinance enacted under s. 62.23 for cities; or s. 87.30, Stats., which relate to floodplains. A more restrictive ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.

- b) This ordinance is not intended to repeal, abrogate, or impair any existing deed restrictions, covenants, or easements. If this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.

(9) INTERPRETATION

In their interpretation and application, the provisions of this ordinance are the minimum requirements liberally construed in favor of the governing body and are not a limitation on or repeal of any other powers granted by the Wisconsin Statutes. If a provision of this ordinance, required by ch. NR 116, Wis. Adm. Code, is unclear, the provision shall be interpreted in light of the standards in effect on the date of the adoption of this ordinance or in effect on the date of the most recent text amendment to this ordinance.

(10) WARNING AND DISCLAIMER OF LIABILITY

The flood protection standards in this ordinance are based on engineering experience and research. Larger floods may occur, or the flood height may be increased by man-made or natural causes. This ordinance does not imply or guarantee that non-floodplain areas or permitted floodplain uses will be free from flooding and flood damages. This ordinance does not create liability on the part of, or a cause of action against, the municipality or any officer or employee thereof for any flood damage that may result from reliance on this ordinance.

(11) SEVERABILITY

Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

(12) ANNEXED AREAS FOR CITIES AND VILLAGES

The Chippewa County floodplain zoning provisions in effect on the date of annexation shall remain in effect and shall be enforced by the municipality for all annexed areas until the municipality adopts and enforces an ordinance which meets the requirements of ch. NR 116, Wis. Adm. Code and 44 CFR 59-72, *National Flood Insurance Program (NFIP)*. These annexed lands are described on the municipality's official zoning map. County floodplain zoning provisions are incorporated by reference for the purpose of administering this section and are on file in the office of the municipal zoning administrator. All plats or maps of annexation shall show the regional flood elevation and the floodway location.

2.0 GENERAL STANDARDS APPLICABLE TO ALL FLOODPLAIN DISTRICTS

The community shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding and assure that all necessary permits have been received from those governmental agencies whose approval is required by federal or state law.

- 1) If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall:
 - a. be designed and anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - b. be constructed with flood-resistant materials;
 - c. be constructed by methods and practices that minimize flood damages; and
 - d. Mechanical and utility equipment must be elevated to or above the flood protection elevation.
- 2) If a subdivision or other proposed new development is in a flood-prone area, the community shall

assure that:

- a. such proposed subdivision or other proposed new development is consistent with the need to minimize flood damage within the flood-prone area;
- b. public utilities and facilities such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage; and
- c. adequate drainage is provided to reduce exposure to flood hazards.

All subdivision proposals (including manufactured home parks) shall include regional flood elevation and floodway data for any development that meets the subdivision definition of this ordinance and all other requirements in s. 7.1(2).

2.1 HYDRAULIC AND HYDROLOGIC ANALYSES

- 1) No floodplain development shall:
 - a. Obstruct flow, defined as development which blocks the conveyance of floodwaters by itself or with other development, causing any increase in the regional flood height; or
 - b. Cause any increase in the regional flood height due to floodplain storage area lost.
- 2) The zoning administrator shall deny permits if it is determined the proposed development will obstruct flow or cause any increase in the regional flood height, based on the officially adopted FIRM or other adopted map, unless the provisions of s. 8.0 *Amendments* are met.

2.2 WATERCOURSE ALTERATIONS

No land use permit to alter or relocate a watercourse in a mapped floodplain shall be issued until the local official has notified in writing all adjacent municipalities, the Department and FEMA regional offices, and required the applicant to secure all necessary state and federal permits. The standards of s. 2.1 must be met and the flood carrying capacity of any altered or relocated watercourse shall be maintained.

As soon as is practicable, but not later than six months after the date of the watercourse alteration or relocation and pursuant to s. 8.0 *Amendments*, the community shall apply for a Letter of Map Revision (LOMR) from FEMA. Any such alterations must be reviewed and approved by FEMA and the DNR through the LOMC process.

2.3 CHAPTER 30, 31, WIS. STATS., DEVELOPMENT

Development which requires a permit from the Department, under chs. 30 and 31, Stats., such as docks, piers, wharves, bridges, culverts, dams, and navigational aids, may be allowed if the necessary permits are obtained and amendments to the floodplain zoning ordinance are made according to s. 8.0 *Amendments*.

2.4 PUBLIC OR PRIVATE CAMPGROUNDS

Public or private campgrounds shall have a low flood damage potential and shall meet the following provisions:

- 1) The campground is approved by the Department of Agriculture, Trade and Consumer Protection;
- 2) A land use permit for the campground is issued by the zoning administrator;

- 3) The character of the river system and the campground elevation are such that a 72-hour warning of an impending flood can be given to all campground occupants;
- 4) There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in the campground. This procedure shall include a written agreement between the campground owner, the floodplain zoning agency or zoning administrator, the municipal emergency government coordinator and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, personnel responsible for monitoring flood elevations, types of warning systems to be used and the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation;
- 5) This agreement shall be for no more than one calendar year, at which time the agreement shall be reviewed and updated - by the officials identified in sub. (4) - to remain in compliance with all applicable regulations, including those of the state Department of Agriculture, Trade and Consumer Protection and all other applicable regulations;
- 6) All mobile recreational vehicles placed on site must meet one of the following:
 - a. Be fully licensed, if required, and ready for highway use; or
 - b. Not occupy any site in the campground for more than 180 consecutive days, at which time the recreational vehicle must be removed from the floodplain for a minimum of 24 hours; or
 - c. Meet the requirements in either s. 3.0, 4.0 or 5.1 for the floodplain district in which the structure is located;

A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.
- 7) All camping units that remain on site for more than 30 days shall be issued a limited authorization by the campground operator, a written copy of which is kept on file at the campground. Such authorization shall allow placement of a camping unit consistent with 2.4(6) and shall ensure compliance with all the provisions of this section;
- 8) The municipality shall monitor the limited authorizations issued by the campground operator to assure compliance with the terms of this section;
- 9) The campground shall have signs clearly posted at all entrances warning of the flood hazard and the procedures for evacuation when a flood warning is issued; and
- 10) All service facilities, including but not limited to refuse collection, electrical service, gas lines, propane tanks, sewage systems and wells shall be properly anchored and placed at or floodproofed to the flood protection elevation; and
- 11) Standards for structures in a campground:
 - a. All structures must comply with section 2.4 or meet the applicable requirements in ss. 3.0, 4.0 or 5.1 for the floodplain district in which the structure is located;
 - b. Deck/landing-a portable landing may be allowed for a camping unit for each entry provided that the landing is not permanently attached to the ground or camping unit, is no more than 200 square feet in size, shall be portable, contain no walls or roof,

and can be removed from the campground by a truck and/or trailer. Sections of such portable landings may be placed together to form a single deck not greater than 200 square feet at one entry point. Provisions for the removal of these temporary landings during flood events must be addressed within the written agreement with the municipality compliant with section 2.4(4). Any such deck/landing structure may be constructed at elevations lower than the flood protection elevation but must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.

- c. Decks/patios that are constructed completely at grade may be allowed but must also comply with applicable shoreland zoning standards.
- d. Camping equipment and appurtenant equipment in the campground may be allowed provided that the equipment is not permanently attached to the ground or camping unit, is not used as a habitable structure, and must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood. Provisions for the removal of this equipment during flooding events shall be addressed within the written agreement with the municipality compliant with section 2.4(4).
- e. Once a flood warning in the written agreement has been issued for the campground, the campground owner or the designated operator shall ensure that all persons, camping units, decks, camping equipment and appurtenant equipment in the campground shall be evacuated within the timelines specified within the written agreement with the municipality compliant with section 2.4(4).

12) A land use permit shall be obtained as provided under 7.1(2) before any development; repair, modification, or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated.

1.0 FLOODWAY DISTRICT (FW)

3.1 APPLICABILITY

This section applies to all floodway areas on the floodplain zoning maps and those identified pursuant to s. 5.1(5).

3.2 PERMITTED USES

The following open space uses are allowed in the Floodway District and the floodway areas of the General Floodplain District, if:

- they are not prohibited by any other ordinance;
 - they meet the standards in s. 3.3 and 3.4; and
 - all permits or certificates have been issued according to s. 7.1.
- 1) Agricultural uses, such as: farming, outdoor plant nurseries, horticulture, viticulture, and wild crop harvesting.
 - 2) Nonstructural industrial and commercial uses, such as loading areas, parking areas and airport landing strips.
 - 3) Nonstructural recreational uses, such as golf courses, tennis courts, archery ranges, picnic grounds, boat ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting, trap, and skeet activities, hunting and fishing areas and hiking and horseback riding trails, subject to the fill limitations of s. 3.3(4).

- 4) Uses or structures accessory to open space uses or classified as historic structures that comply with s. 3.3 and 3.4.
- 5) Extraction of sand, gravel or other materials that comply with s. 3.3(4).
- 6) Functionally water-dependent uses, such as docks, piers or wharves, dams, flowage areas, culverts, navigational aids and river crossings of transmission lines, and pipelines that comply with chs. 30 and 31, Stats.
- 7) Public utilities, streets and bridges that comply with s. 3.3(3).
- 8) Portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and Ch. SPS 383, Wis. Adm. Code.
- 9) Public or private wells used to obtain potable water for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code.
- 10) Wastewater treatment ponds or facilities permitted under s. NR 110.15(3)(b), Wis. Adm. Code.
- 11) Sanitary sewer or water supply lines to service existing or proposed development located outside the floodway that complies with the regulations for the floodplain area occupied.

3.3 STANDARDS FOR DEVELOPMENT IN THE FLOODWAY

1) GENERAL

- a. Any development in the floodway shall comply with s. 2.0 and have a low flood damage potential.
- b. Applicants shall provide an analysis calculating the effects of this proposal on the regional flood height to determine the effects of the proposal according to s. 2.1 and 7.1(2)(c). The analysis must be completed by a registered professional engineer in the state of Wisconsin.
- c. Any encroachment in the regulatory floodway is prohibited unless the data submitted for subd. 3.3(1)(b) above demonstrates that the encroachment will cause no increase in flood elevations in flood events up to the base flood at any location or removes the encroached area from the regulatory floodway as provided in s. 1.5(5).

2) STRUCTURES

Structures accessory to permanent open space uses, including utility and sanitary facilities, or functionally dependent on a waterfront location may be allowed by permit if the structures comply with the following criteria:

- a. Not designed for human habitation, does not have a high flood damage potential and is constructed to minimize flood damage;
- b. Shall either have the lowest floor elevated to or above the flood protection elevation or shall meet all the following standards:
 1. Have the lowest floor elevated to or above the regional flood elevation and be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water and completely dry to the flood protection elevation without

human intervention during flooding;

2. Have structural components capable of meeting all provisions of Section 3.3(2)(g) and;
 3. Be certified by a registered professional engineer or architect, through the use of a Federal Emergency Management Agency Floodproofing Certificate, that the design and methods of construction are in accordance with Section 3.3(2)(g).
- c. Must be anchored to resist flotation, collapse, and lateral movement;
 - d. Mechanical and utility equipment must be elevated to or above the flood protection elevation; and
 - e. Must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.
 - f. For a structure designed to allow the automatic entry of floodwaters below the Regional Flood Elevation, the applicant shall submit a plan that meets s. 3.3(2)(a) through 3.3(2)(e) and meets or exceeds the following standards:
 1. The lowest floor must be elevated to or above the regional flood elevation;
 2. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 3. the bottom of all openings shall be no higher than one foot above the lowest adjacent grade; openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters, otherwise must remain open.
 4. The use must be limited to parking, building access or limited storage.
 - g. Certification: Whenever floodproofing measures are required, a registered professional engineer or architect shall certify that the following floodproofing measures will be utilized, where appropriate, and are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the regional flood:
 1. Reinforcement of floors and walls to resist rupture, collapse, or lateral movement caused by water pressures or debris buildup;
 2. Construction of wells, water supply systems and waste treatment systems so as to prevent the entrance of flood waters in such systems and must be in accordance with provisions in Sections 3.4(4) and 3.4(5);
 3. Subsurface drainage systems to relieve external pressures on foundation walls and basement floors;
 4. Cutoff valves on sewer lines or the elimination of gravity flow basement drains; and
 5. Placement of utilities to or above the flood protection elevation.
- 3) PUBLIC UTILITIES, STREETS AND BRIDGES
Public utilities, streets and bridges may be allowed by permit, if:
- a. Adequate floodproofing measures are provided to the flood protection elevation; and

- b. Construction meets the development standards of s. 2.1.

4) FILLS OR DEPOSITION OF MATERIALS

Fills or deposition of materials may be allowed by permit, if:

- a. The requirements of s. 2.1 are met;
- b. No material is deposited in navigable waters unless a permit is issued by the Department pursuant to ch. 30, Stats., and a permit pursuant to s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344 has been issued, if applicable, and all other requirements have been met;
- c. The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling or bulkheading; and
- d. The fill is not classified as a solid or hazardous material.

3.4 PROHIBITED USES

All uses not listed as permitted uses in s. 3.2 are prohibited, including the following uses:

- 1) Habitable structures, structures with high flood damage potential, or those not associated with permanent open-space uses;
- 2) Storing materials that are buoyant, flammable, explosive, injurious to property, water quality, or human, animal, plant, fish or other aquatic life;
- 3) Uses not in harmony with or detrimental to uses permitted in the adjoining districts;
- 4) Any private or public sewage systems, except portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and ch. SPS 383, Wis. Adm. Code;
- 5) Any public or private wells which are used to obtain potable water, except those for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code;
- 6) Any solid or hazardous waste disposal sites;
- 7) Any wastewater treatment ponds or facilities, except those permitted under s. NR 110.15(3)(b), Wis. Adm. Code; and
- 8) Any sanitary sewer or water supply lines, except those to service existing or proposed development located outside the floodway which complies with the regulations for the floodplain area occupied.

4.0 FLOODFRINGE DISTRICT (FF)

4.1 APPLICABILITY

This section applies to all floodfringe areas shown on the floodplain zoning maps and those identified pursuant to s. 5.1(5).

4.2 PERMITTED USES

Any structure, land use, or development is allowed in the Floodfringe District if the standards in s. 4.3

are met, the use is not prohibited by this, or any other ordinance or regulation and all permits or certificates specified in s. 7.1 have been issued.

4.3 STANDARDS FOR DEVELOPMENT IN THE FLOODFRINGE

Section 2.0 shall apply in addition to the following requirements according to the use requested. Any existing structure in the floodfringe must meet the requirements of s. 6.0 *Nonconforming Uses*;

(1) RESIDENTIAL USES

Any structure, including a manufactured home, which is to be newly constructed or moved into the floodfringe, shall meet or exceed the following standards. Any existing structure in the floodfringe must meet the requirements of s. 6.0 *Nonconforming Uses*;

- a) All new construction, including placement of manufactured homes, and substantial improvement of residential structures, shall have the lowest floor elevated to or above the flood protection elevation on fill. The fill around the structure shall be one foot or more above the regional flood elevation extending at least 15 feet beyond the limits of the structure. No area may be removed from the floodfringe district unless it can be shown to meet s. 1.5(5).
- b) Notwithstanding s. 4.3 (1)(a), a basement or crawlspace floor may be placed at the regional flood elevation if the basement or crawlspace is designed to make all portions of the structure below the flood protection elevation watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. No floor of any kind is allowed below the regional flood elevation;
- c) Contiguous dryland access shall be provided from a structure to land outside of the floodplain, except as provided in subd. (d).
- d) In developments where existing street or sewer line elevations make compliance with subd. (c) impractical, the municipality may permit new development and substantial improvements where roads are below the regional flood elevation, if:
 1. The municipality has written assurance from police, fire and emergency services that rescue, and relief will be provided to the structure(s) by wheeled vehicles during a regional flood event; or
 2. The municipality has a DNR-approved emergency evacuation plan that follows acceptable hazard mitigation planning guidelines.

(2) ACCESSORY STRUCTURES OR USES

In addition to s. 2.0, new construction and substantial improvements of Accessory structures shall be constructed on fill with the lowest floor at or above the regional flood elevation.

(3) COMMERCIAL USES

In addition to s. 2.0, any commercial structure which is erected, altered, or moved into the floodfringe shall meet the requirements of s. 4.3(1). Subject to the requirements of s. 4.3(5), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

(4) MANUFACTURING AND INDUSTRIAL USES

In addition to s. 2.0, any manufacturing or industrial structure which is erected, altered, or moved into the floodfringe shall have the lowest floor elevated to or above the flood protection elevation or meet the floodproofing standards in s 7.5. Subject to the requirements of s. 4.3(5), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

(5) STORAGE OF MATERIALS

Materials that are buoyant, flammable, explosive, or injurious to property, water quality or human, animal, plant, fish, or aquatic life shall be stored at or above the flood protection elevation or floodproofed in compliance with s. 7.5. Adequate measures shall be taken to ensure that such materials will not enter the water body during flooding.

(6) PUBLIC UTILITIES, STREETS AND BRIDGES

All utilities, streets and bridges shall be designed to be compatible with comprehensive floodplain development plans; and

- a) When failure of public utilities, streets and bridges would endanger public health or safety, or where such facilities are deemed essential, construction or repair of such facilities shall only be permitted if they are designed to comply with s. 7.5.
- b) Minor roads or non-essential utilities may be constructed at lower elevations if they are designed to withstand flood forces to the regional flood elevation.

(7) SEWAGE SYSTEMS

All sewage disposal systems shall be designed to minimize or eliminate infiltration of flood water into the system, pursuant to s. 7.5(3), to the flood protection elevation and meet the provisions of all local ordinances and ch. SPS 383, Wis. Adm. Code.

(8) WELLS

All wells shall be designed to minimize or eliminate infiltration of flood waters into the system, pursuant to s. 7.5(3), to the flood protection elevation and shall meet the provisions of chs. NR 811 and NR 812, Wis. Adm. Code.

(9) SOLID WASTE DISPOSAL SITES

Disposal of solid or hazardous waste is prohibited in floodfringe areas.

(10) DEPOSITION OF MATERIALS

Any deposited material must meet all the provisions of this ordinance.

(11) MANUFACTURED HOMES

- a) Owners or operators of all manufactured home parks and subdivisions shall provide adequate surface drainage to minimize flood damage, and prepare, secure approval, and file an evacuation plan, indicating vehicular access and escape routes, with local emergency management authorities.
- b) In existing manufactured home parks, all new homes, replacement homes on existing pads, and substantially improved homes shall:

1. have the lowest floor elevated to the flood protection elevation; and
 2. be anchored so they do not float, collapse, or move laterally during a flood
- c) Outside of existing manufactured home parks, including new manufactured home parks and all single units outside of existing parks, all new, replacement and substantially improved manufactured homes shall meet the residential development standards for the floodfringe in s. 4.3(1).

(12) MOBILE RECREATIONAL VEHICLES

All mobile recreational vehicles must be on site for less than 180 consecutive days and be either:

- a) fully licensed and ready for highway use; or
- b) shall meet the elevation and anchoring requirements in s. 4.3 (11)(b) and (c).

A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

5.0 OTHER FLOODPLAIN DISTRICTS

5.1 GENERAL FLOODPLAIN DISTRICT (GFP)

1) APPLICABILITY

The provisions for the General Floodplain District shall apply to development in all floodplains mapped as A, AO, AH, and in AE zones within which a floodway is not delineated on the Flood Insurance Rate Maps identified in s. 1.5(2)(a).

2) FLOODWAY BOUNDARIES

For proposed development in zone A, or in zone AE within which a floodway is not delineated on the Flood Insurance Rate Map identified in s. 1.5(2)(a), the boundaries of the regulatory floodway shall be determined pursuant to s. 5.1(5). If the development is proposed to encroach upon the regulatory floodway, the development is subject to the standards of s 3.0. If the development is located entirely within the floodfringe, the development is subject to the standards of s. 4.0.

3) PERMITTED USES

Pursuant to s. 5.1(5) it shall be determined whether the proposed use is located within the floodway or floodfringe. Those uses permitted in the Floodway (s. 3.2) and Floodfringe (s. 4.2) Districts are allowed within the General Floodplain District, according to the standards of s. 5.1(4) provided that all permits or certificates required under s. 7.1 have been issued.

4) STANDARDS FOR DEVELOPMENT IN THE GENERAL FLOODPLAIN DISTRICT

Section 3.0 applies to floodway areas, determined to pursuant to 5.1(5); Section 4.0 applies to floodfringe areas, determined to pursuant to 5.1(5).

- a) New construction and substantial improvement of structures in zone AO shall have the lowest floor, including basement, elevated:
 1. To or above the depth, in feet, as shown on the FIRM above the highest adjacent

natural grade; or

2. If the depth is not specified on the FIRM, to or above two (2) feet above the highest adjacent natural grade.
 - b) New Construction and substantial improvement of structures in zone AH shall have the lowest floor, including basement, elevated to or above the flood protection elevation.
 - c) In AO/AH zones, provide adequate drainage paths to guide floodwaters around structures.
 - d) All development in zones AO and zone AH shall meet the requirements of s. 4.0 applicable to flood fringe areas.
- 5) DETERMINING FLOODWAY AND FLOODFRINGE LIMITS
Upon receiving an application for development within zone A, or within zone AE where a floodway has not been delineated on the Flood Insurance Rate Maps, the zoning administrator shall:
- a) Require the applicant to submit two copies of an aerial photograph or a plan which shows the proposed development with respect to the general floodplain district limits, stream channel, and existing floodplain developments, along with a legal description of the property, fill limits and elevations, building floor elevations and flood proofing measures and the flood zone as shown on the FIRM.
 - b) Require the applicant to furnish any of the following information deemed necessary by the Department to evaluate the effects of the proposal upon flood height and flood flows, regional flood elevation and to determine floodway boundaries.
 1. A Hydrologic and Hydraulic Study as specified in s. 7.1(2)(c).
 2. Plan (surface view) showing elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location, and layout of all proposed and existing structures on the site; location and elevations of streets, water supply, and sanitary facilities; soil types and other pertinent information.
 3. Specifications for building construction and materials, floodproofing, filling, dredging, channel improvement, storage, water supply and sanitary facilities.

3.0 NONCONFORMING USES

6.1 GENERAL

1) Applicability

- a) The standards in this section shall apply to all uses and buildings that do not conform to the provisions contained within a floodplain zoning ordinance or with s. 87.30, Stats. and §§ NR 116.12-14, Wis. Adm. Code and 44 CFR 59-72., these standards shall apply to all modifications or additions to any nonconforming use or structure and to the use of any structure or premises which was lawful before the passage of this ordinance or any amendment thereto. A party asserting existence of a lawfully established nonconforming use or structure has the burden of proving that the use or structure was compliant with the floodplain zoning ordinance in effect at the time the use or structure was created.

- b) As permit applications are received for additions, modifications, or substantial improvements to nonconforming buildings in the floodplain, municipalities shall develop a list of those nonconforming buildings, their present equalized assessed value, and a list of the costs of those activities associated with changes to those buildings.
- 2) The existing lawful use of a structure or its accessory use which is not in conformity with the provisions of this ordinance may continue subject to the following conditions:
- a) No modifications or additions to a nonconforming use or structure shall be permitted unless they comply with this ordinance. The words "modification" and "addition" include, but are not limited to, any alteration, addition, modification, structural repair, rebuilding or replacement of any such existing use, structure or accessory structure or use. Maintenance is not considered a modification; this includes painting, decorating, paneling and other nonstructural components and the maintenance, repair or replacement of existing private sewage or water supply systems or connections to public utilities. Any costs associated with the repair of a damaged structure are not considered maintenance.

The construction of a deck that does not exceed 200 square feet and that is adjacent to the exterior wall of a principal structure is not an extension, modification, or addition. The roof of the structure may extend over a portion of the deck in order to provide safe ingress and egress to the principal structure.

- b) If a nonconforming use or the use of a nonconforming structure is discontinued for 12 consecutive months, it is no longer permitted and any future use of the property, and any structure or building thereon, shall conform to the applicable requirements of this ordinance;
- c) The municipality shall keep a record which lists all nonconforming uses and nonconforming structures, their present equalized assessed value, the cost of all modifications or additions which have been permitted, and the percentage of the structure's total current value those modifications represent;
- d) No modification or addition to any nonconforming structure or any structure with a nonconforming use, which over the life of the structure would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 4.3(1). The costs of elevating the lowest floor of a nonconforming building or a building with a nonconforming use to the flood protection elevation are excluded from the 50% provisions of this paragraph;
- e) No maintenance on a per event basis to any nonconforming structure or any structure with a nonconforming use, the cost of which would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 4.3(1). Maintenance to any nonconforming structure, which does not exceed 50% of its present equalized assessed value on a per event basis, does not count against the cumulative calculations over the life of the structure for substantial improvement calculations.
- f) If on a per event basis the total value of the work being done under (d) and (e) equals or exceeds 50% of the present equalized assessed value, the work shall not be permitted unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 4.3(1).

- g) Except as provided in subd. (h), if any nonconforming structure or any structure with a nonconforming use is destroyed or is substantially damaged, it cannot be replaced, reconstructed, or rebuilt unless the use and the structure meet the current ordinance requirements. A structure is considered substantially damaged if the total cost to restore the structure to its pre-damaged condition equals or exceeds 50% of the structure's present equalized assessed value.
- h) For nonconforming buildings that are substantially damaged or destroyed by a nonflood disaster, the repair or reconstruction of any such nonconforming building shall be permitted in order to restore it to the size and use in effect prior to the damage event, provided that the following minimum requirements are met, and all required permits have been granted prior to the start of construction:

1. Residential Structures

- a. Shall have the lowest floor, including basement, elevated to or above the base flood elevation using fill, pilings, columns, posts, or perimeter walls. Perimeter walls must meet the requirements of s. 7.5(2).
- b. Shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, and shall be constructed with methods and materials resistant to flood damage.
- c. Shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.
- d. In A Zones, obtain, review, and utilize any flood data available from a federal, state or other source.
- e. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 5.1(4).
- f. in AO Zones, shall have adequate drainage paths around structures on slopes to guide floodwaters around and away from the structure.

2. Nonresidential Structures

- a. Shall meet the requirements of s. 6.1(2)(h)1a-f.
 - b. Shall either have the lowest floor, including basement, elevated to or above the regional flood elevation; or, together with attendant utility and sanitary facilities, shall meet the standards in s. 7.5 (1) or (2).
 - c. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 5.1(4).
- 3) A nonconforming historic structure may be altered if the alteration will not preclude the structure's continued designation as a historic structure, the alteration will comply with s. 3.3 (1), flood resistant materials are used, and construction practices and floodproofing methods that comply with s. 7.5 are used. Repair or rehabilitation of historic structures shall be exempt from the development standards of s. 6.1 (2)(h)1 if it is determined that the proposed repair or rehabilitation

will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure.

- 4) Notwithstanding anything in this chapter to the contrary, modifications, additions, maintenance, and repairs to a nonconforming building shall not be prohibited based on cost and the building's nonconforming use shall be permitted to continue if:
 - a) Any living quarters in the nonconforming building are elevated to be at or above the flood protection elevation;
 - b) The lowest floor of the nonconforming building, including the basement, is elevated to or above the regional flood elevation;
 - c) The nonconforming building is permanently changed to conform to the applicable requirements of 2.0;
 - d) If the nonconforming building is in the floodway, the building is permanently changed to conform to the applicable requirements of 3.3(1), 3.3(2)(b) through (e), 3.3(3), 3.3(4), and 6.2. Any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with section 5.1(5). If the encroachment is in the floodway, it must meet the standards in section 3.3(4);
 - e) If the nonconforming building is in the floodfringe, the building is permanently changed to conform to the applicable requirements of 4.3 and 6.3;
 - f) Repair or reconstruction of nonconforming structures and substantial improvements of residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation;
 - g) Repair or reconstruction of nonconforming structures and substantial improvements of non-residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation, or (together with attendant utility and sanitary facilities) be designed so that below the base flood elevation the building is watertight with walls substantially impermeable to the passage of water and with structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy:
 - i. Where a non-residential structure is intended to be made watertight below the base flood elevation, a registered professional engineer or architect must develop and/or review structural design, specifications, and plans for the construction, and must certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of s. 6.1(4)(g) above.
 - ii. The community must maintain a record of such certification including the specific elevation to which each such structure is floodproofed;
 - h) Fully enclosed areas below the lowest floor of repair or reconstruction of nonconforming structures and substantial improvements in zones A1-30, AE, and AH that are usable solely for parking of vehicles, building access, or storage, must be designed to adequately equalize hydrostatic forces on exterior walls by allowing for the entry and exit of floodwaters. Subsequent improvements to repaired or reconstructed nonconforming structures must not increase the degree of their nonconformity. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet the following criteria:

- i. A minimum of two openings into each enclosed area must be located below the base flood elevation and provide a total net area of not less than one square inch for every square foot of enclosed area.
 - ii. The bottom of all openings must be no higher than one foot above the adjacent grade.
 - iii. Openings may be equipped with screens, louvers, valves, or other coverings if they permit the automatic entry and exit of floodwaters;
- i) Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH outside of a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement;
- j) Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH on existing sites in an existing manufactured home park that is not undergoing expansion and on which a manufactured home has not incurred substantial damage as a result of flood must be elevated so that either the lowest floor of the manufactured home is at or above the base flood elevation, or the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement;
- k) Recreational vehicles placed on sites within zones A1-30, AH, and AE must either:
 - i. Be on site for fewer than 180 consecutive days; or
 - ii. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions); or
 - iii. Meet the elevation and anchoring requirements for manufactured homes in s. 6.1(4)(i) above;
- l) In a regulatory floodway that has been delineated on the FIRM in zone A1-30 or AE, encroachments, including repair or reconstruction of nonconforming structures, substantial improvement, or other development (including fill) must be prohibited unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment will not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;
- m) In zone A, the community must obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source as criteria for requiring repair or reconstruction of nonconforming structures, substantial improvement, and other development to meet ss. 6.1(4)(f) through (l) (inclusive) above. Any development that adds additional fill or creates an encroachment in the floodplain from beyond the original

nonconforming structure's 3-D building envelope must determine the floodway in accordance with section 5.1(5). If the encroachment is in the floodway, it must meet the standards in section 3.3(4). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;

- n) In zones A1-30 or AE where a regulatory floodway has not been delineated on the FIRM, repair or reconstruction of nonconforming structures, substantial improvement, or any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with section 5.1(5). If the encroachment is in the floodway, it must meet the standards in section 3.3(4). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;
- o) In zone AO, repair or reconstruction of nonconforming structures and substantial improvements of residential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity; or
- p) In zone AO, repair or reconstruction of nonconforming structures and substantial improvements of nonresidential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified), or (together with attendant utility and sanitary facilities) be structurally dry-floodproofed to that level according to the standard specified in s. 6.1(4)(g) above. Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity.

6.2 FLOODWAY DISTRICT

- 1) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use in the Floodway District, unless such modification or addition:
 - a) Has been granted a permit or variance which meets all ordinance requirements;
 - b) Meets the requirements of s. 6.1;
 - c) Shall not increase the obstruction to flood flows or regional flood height;
 - d) Any addition to the existing structure shall be floodproofed, pursuant to s. 7.5, by means other than the use of fill, to the flood protection elevation; and,
 - e) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:
 - 1. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;
 - 2. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;

3. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
 4. The use must be limited to parking, building access or limited storage.
- 2) No new on-site sewage disposal system, or addition to an existing on-site sewage disposal system, except where an addition has been ordered by a government agency to correct a hazard to public health, shall be allowed in the Floodway District. Any replacement, repair or maintenance of an existing on-site sewage disposal system in a floodway area shall meet the applicable requirements of all municipal ordinances, s. 7.5(3) and Ch. SPS 383, Wis. Adm. Code.
 - 3) No new well or modification to an existing well used to obtain potable water shall be allowed in the Floodway District. Any replacement, repair, or maintenance of an existing well in the Floodway District shall meet the applicable requirements of all municipal ordinances, s. 7.5(3) and chs. NR 811 and NR 812, Wis. Adm. Code.

6.3 FLOODFRINGE DISTRICT

- 1) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use unless such modification or addition has been granted a permit or variance by the municipality and meets the requirements of s. 4.3 except where s. 6.3(2) is applicable.
- 2) Where compliance with the provisions of subd. (1) would result in unnecessary hardship and only where the structure will not be used for human habitation or be associated with a high flood damage potential, the Board of Adjustment/Appeals, using the procedures established in s. 7.3, may grant a variance from those provisions of subd. (1) for modifications or additions using the criteria listed below. Modifications or additions which are protected to elevations lower than the flood protection elevation may be permitted if:
 - a) No floor is allowed below the regional flood elevation for residential or commercial structures;
 - b) Human lives are not endangered;
 - c) Public facilities, such as water or sewer, shall not be installed;
 - d) Flood depths shall not exceed two feet;
 - e) Flood velocities shall not exceed two feet per second; and
 - f) The structure shall not be used for storage of materials as described in s. 4.3(5).
- 3) All new private sewage disposal systems, or addition to, replacement, repair or maintenance of a private sewage disposal system shall meet all the applicable provisions of all local ordinances, s. 7.5 (3) and ch. SPS 383, Wis. Adm. Code.
- 4) All new wells, or addition to, replacement, repair, or maintenance of a well shall meet the applicable provisions of this ordinance, s. 7.5 (3) and ch. NR 811 and NR 812, Wis. Adm. Code.

7.0 ADMINISTRATION

Where a zoning administrator, planning agency or a board of appeals has already been appointed to administer a zoning ordinance adopted under ss. 59.69, 59.692 or 62.23(7), Stats., these officials shall also administer this ordinance.

1.1 ZONING ADMINISTRATOR

1) DUTIES AND POWERS

The zoning administrator is authorized to administer this ordinance and shall have the following duties and powers:

- a) Advise applicants of the ordinance provisions, assist in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.
- b) Issue permits and inspect properties for compliance with provisions of this ordinance and issue certificates of compliance where appropriate
- c) Inspect and assess all damaged floodplain structures to determine if substantial damage to the structures has occurred.
- d) Keep records of all official actions such as:
 1. All permits issued, inspections made, and work approved;
 2. Documentation of certified lowest floor and regional flood elevations;
 3. Floodproofing certificates.
 4. Water surface profiles, floodplain zoning maps and ordinances, nonconforming uses and structures including changes, appeals, variances and amendments.
 5. All substantial damage assessment reports for floodplain structures.
 6. List of nonconforming structures and uses.
- e) Submit copies of the following items to the Department Regional office:
 1. Within 10 days of the decision, a copy of any decisions on variances, appeals for map or text interpretations, and map or text amendments;
 2. Copies of case-by-case analyses and other required information.
 3. Copies of substantial damage assessments performed and all related correspondence concerning the assessments.
- f) Investigate, prepare reports, and report violations of this ordinance to the municipal zoning agency and attorney for prosecution. Copies of the reports shall also be sent to the Department Regional office.
- g) Submit copies of amendments to the FEMA Regional office.

2) LAND USE PERMIT

A land use permit shall be obtained before any development; repair, modification, or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated. Application to the zoning administrator shall include:

a) GENERAL INFORMATION

1. Name and address of the applicant, property owner and contractor;
2. Legal description, proposed use, and whether it is new construction or a modification;

b) SITE DEVELOPMENT PLAN

A site plan drawn to scale shall be submitted with the permit application form and shall contain:

1. Location, dimensions, area and elevation of the lot;
2. Location of the ordinary highwater mark of any abutting navigable waterways;
3. Location of any structures with distances measured from the lot lines and street center lines;
4. Location of any existing or proposed on-site sewage systems or private water supply systems;
5. Location and elevation of existing or future access roads;
6. Location of floodplain and floodway limits as determined from the official floodplain zoning maps;
7. The elevation of the lowest floor of proposed buildings and any fill using the vertical datum from the adopted study – either National Geodetic Vertical Datum (NGVD) or North American Vertical Datum (NAVD);
8. Data sufficient to determine the regional flood elevation in NGVD or NAVD at the location of the development and to determine whether or not the requirements of s. 3.0 or 4.0 are met; and
9. Data to determine if the proposed development will cause an obstruction to flow or an increase in regional flood height or discharge according to s. 2.1. This may include any of the information noted in s. 3.3(1).

c) **HYDRAULIC AND HYDROLOGIC STUDIES TO ANALYZE DEVELOPMENT**

All hydraulic and hydrologic studies shall be completed under the direct supervision of a professional engineer registered in the State. The study contractor shall be responsible for the technical adequacy of the study. All studies shall be reviewed and approved by the Department.

1. Zone A floodplains and in AE zones within which a floodway is not delineated:
 - a. Hydrology
 - i. The appropriate method shall be based on the standards in ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.
 - b. Hydraulic modeling

The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:

 - i. determination of the required limits of the hydraulic model shall be based on detailed study information for downstream structures (dam, bridge, culvert) to determine adequate starting WSEL for the study.
 - ii. channel sections must be surveyed.
 - iii. minimum four-foot contour data in the overbanks shall be used for the development of cross section overbank and floodplain mapping.

- iv. a maximum distance of 500 feet between cross sections is allowed in developed areas with additional intermediate cross sections required at transitions in channel bottom slope including a survey of the channel at each location.
 - v. the most current version of HEC-RAS shall be used.
 - vi. a survey of bridge and culvert openings and the top of road is required at each structure.
 - vii. additional cross sections are required at the downstream and upstream limits of the proposed development and any necessary intermediate locations based on the length of the reach if greater than 500 feet.
 - viii. standard accepted engineering practices shall be used when assigning parameters for the base model such as flow, Manning's N values, expansion and contraction coefficients or effective flow limits. The base model shall be calibrated to past flooding data such as high-water marks to determine the reasonableness of the model results. If no historical data is available, adequate justification shall be provided for any parameters outside standard accepted engineering practices.
 - ix. the model must extend past the upstream limit of the difference in the existing and proposed flood profiles in order to provide a tie-in to existing studies. The height difference between the proposed flood profile and the existing study profiles shall be no more than 0.00 feet.
- c. Mapping
- A work map of the reach studied shall be provided, showing all cross-section locations, floodway/floodplain limits based on best available topographic data, geographic limits of the proposed development and whether the proposed development is located in the floodway.
- i. If the proposed development is located outside of the floodway, then it is determined to have no impact on the regional flood elevation.
 - ii. If any part of the proposed development is in the floodway, it must be added to the base model to show the difference between existing and proposed conditions. The study must ensure that all coefficients remain the same as in the existing model, unless adequate justification based on standard accepted engineering practices is provided.

2. Zone AE Floodplains

- a. Hydrology

If the proposed hydrology will change the existing study, the appropriate method to be used shall be based on ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.
- b. Hydraulic model

The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:

 - i. Duplicate Effective Model

The effective model shall be reproduced to ensure correct transference of the model data and to allow integration of the revised data to provide a continuous

FIS model upstream and downstream of the revised reach. If data from the effective model is available, models shall be generated that duplicate the FIS profiles and the elevations shown in the Floodway Data Table in the FIS report to within 0.1 foot.

- ii. Corrected Effective Model.
The Corrected Effective Model shall not include any man-made physical changes since the effective model date but shall import the model into the most current version of HEC-RAS for Department review.
 - iii. Existing (Pre-Project Conditions) Model.
The Existing Model shall be required to support conclusions about the actual impacts of the project associated with the Revised (Post-Project) Model or to establish more up-to-date models on which to base the Revised (Post-Project) Model.
 - iv. Revised (Post-Project Conditions) Model.
The Revised (Post-Project Conditions) Model shall incorporate the Existing Model and any proposed changes to the topography caused by the proposed development. This model shall reflect proposed conditions.
 - v. All changes to the Duplicate Effective Model and subsequent models must be supported by certified topographic information, bridge plans, construction plans and survey notes.
 - vi. Changes to the hydraulic models shall be limited to the stream reach for which the revision is being requested. Cross sections upstream and downstream of the revised reach shall be identical to those in the effective model and result in water surface elevations and top widths computed by the revised models matching those in the effective models upstream and downstream of the revised reach as required. The Effective Model shall not be truncated.
- c. Mapping
Maps and associated engineering data shall be submitted to the Department for review which meet the following conditions:
- i. Consistency between the revised hydraulic models, the revised floodplain and floodway delineations, the revised flood profiles, topographic work map, annotated FIRMs and/or Flood Boundary Floodway Maps (FBFMs), construction plans, bridge plans.
 - ii. Certified topographic map of suitable scale, contour interval, and a planimetric map showing the applicable items. If a digital version of the map is available, it may be submitted in order that the FIRM may be more easily revised.
 - iii. Annotated FIRM panel showing the revised 1% and 0.2% annual chance floodplains and floodway boundaries.
 - iv. If an annotated FIRM and/or FBFM and digital mapping data (GIS or CADD) are used, then all supporting documentation or metadata must be included with the data submission along with the Universal Transverse Mercator (UTM) projection and State Plane Coordinate System in accordance with FEMA mapping specifications.

- v. The revised floodplain boundaries shall tie into the effective floodplain boundaries.
- vi. All cross sections from the effective model shall be labeled in accordance with the effective map and a cross section lookup table shall be included to relate to the model input numbering scheme.
- vii. Both the current and proposed floodways shall be shown on the map.
- viii. The stream centerline, or profile baseline used to measure stream distances in the model shall be visible on the map.

d) EXPIRATION

All permits issued under the authority of this ordinance shall expire no more than 180 days after issuance. The permit may be extended for a maximum of 180 days for good and sufficient cause. If the permitted work has not started within 180 days of the permit date, the development must comply with any regulation, including any revision to the FIRM or FIS, that took effect after the permit date.

3) CERTIFICATE OF COMPLIANCE

No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt, or replaced shall be occupied until a certificate of compliance is issued by the zoning administrator, except where no permit is required, subject to the following provisions:

- a) The certificate of compliance shall show that the building or premises or part thereof, and the proposed use, conform to the provisions of this ordinance;
- b) Application for such certificate shall be concurrent with the application for a permit;
- c) If all ordinance provisions are met, the certificate of compliance shall be issued within 10 days after written notification that the permitted work is completed;
- d) The applicant shall submit a certification signed by a registered professional engineer, architect, or land surveyor that the fill, lowest floor and floodproofing elevations are in compliance with the permit issued. Floodproofing measures also require certification by a registered professional engineer or architect that the requirements of s. 7.5 are met.
- e) Where applicable pursuant to s. 5.1(4), the applicant must submit a certification by a registered professional engineer or surveyor of the elevation of the bottom of the lowest horizontal structural member supporting the lowest floor (excluding pilings or columns), and an indication of whether the structure contains a basement.
- f) Where applicable pursuant to s. 5.1(4), the applicant must submit certifications by a registered professional engineer or architect that the structural design and methods of construction meet accepted standards of practice as required by s. 5.1(4).

4) OTHER PERMITS

Prior to obtaining a floodplain development permit the applicant must secure all necessary permits from federal, state, and local agencies, including but not limited to those required by the U.S. Army Corps of Engineers under s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344.

7.2 ZONING AGENCY

- 1) The City of Chippewa Falls Floodplain Board of Appeals shall:
 - a) oversee the functions of the office of the zoning administrator; and
 - b) review and advise the governing body on all proposed amendments to this ordinance, maps, and text.
 - c) publish adequate notice pursuant to Ch. 985, Stats., specifying the date, time, place, and subject of the public hearing.
- 2) The City of Chippewa Falls Floodplain Board of Appeals shall not:
 - a) grant variances to the terms of the ordinance in place of action by the Board of Adjustment/Appeals; or
 - b) amend the text or zoning maps in place of official action by the governing body.

7.3 BOARD OF ADJUSTMENT/APPEALS

The Board of Appeals, created under s. 62.23(7)(e), Stats., for cities is hereby authorized or shall be appointed to act for the purposes of this ordinance. The Board shall exercise the powers conferred by Wisconsin Statutes and adopt rules for the conduct of business. The zoning administrator shall not be the secretary of the Board.

1) POWERS AND DUTIES

The Board of Appeals shall:

- a) Appeals - Hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by an administrative official in the enforcement or administration of this ordinance;
- b) Boundary Disputes - Hear and decide disputes concerning the district boundaries shown on the official floodplain zoning map; and
- c) Variances - Hear and decide, upon appeal, variances from the ordinance standards.

2) APPEALS TO THE BOARD

- a) Appeals to the board may be taken by any person aggrieved, or by any officer or department of the municipality affected by any decision of the zoning administrator or other administrative officer. Such appeal shall be taken within 30 days unless otherwise provided by the rules of the board, by filing with the official whose decision is in question, and with the board, a notice of appeal specifying the reasons for the appeal. The official whose decision is in question shall transmit to the board all records regarding the matter appealed.

b) NOTICE AND HEARING FOR APPEALS INCLUDING VARIANCES

1. Notice - The board shall:

- a. Fix a reasonable time for the hearing;
- b. Publish adequate notice pursuant to Wisconsin Statutes, specifying the date, time, place, and subject of the hearing; and
- c. Assure that notice shall be mailed to the parties in interest and the Department Regional office at least 10 days in advance of the hearing.

2. Hearing - Any party may appear in person or by agent. The board shall:

- a. Resolve boundary disputes according to s. 7.3(3);
 - b. Decide variance applications according to s. 7.3(4); and
 - c. Decide appeals of permit denials according to s. 7.4.
- c) **DECISION:** The final decision regarding the appeal or variance application shall:
- 1. Be made within a reasonable time;
 - 2. Be sent to the Department Regional office within 10 days of the decision;
 - 3. Be a written determination signed by the chairman or secretary of the Board;
 - 4. State the specific facts which are the basis for the Board's decision;
 - 5. Either affirm, reverse, vary or modify the order, requirement, decision, or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction or grant or deny the variance application; and
 - 6. Include the reasons for granting an appeal, describing the hardship demonstrated by the applicant in the case of a variance, clearly stated in the recorded minutes of the Board proceedings.

3) **BOUNDARY DISPUTES**

The following procedure shall be used by the Board in hearing disputes concerning floodplain district boundaries:

- a) If a floodplain district boundary is established by approximate or detailed floodplain studies, the flood elevations or profiles shall prevail in locating the boundary.
- b) The person contesting the boundary location shall be given a reasonable opportunity to present arguments and technical evidence to the Board; and
- c) If the boundary is incorrectly mapped, the Board should inform the zoning committee or the person contesting the boundary location to petition the governing body for a map amendment according to s. 8.0 *Amendments*.

4) **VARIANCE**

- a) The Board may, upon appeal, grant a variance from the standards of this ordinance if an applicant convincingly demonstrates that:
 - 1. Literal enforcement of the ordinance will cause unnecessary hardship;
 - 2. The hardship is due to adoption of the floodplain ordinance and unique property conditions, not common to adjacent lots or premises. In such case the ordinance or map must be amended;
 - 3. The variance is not contrary to the public interest; and
 - 4. The variance is consistent with the purpose of this ordinance in s. 1.3.
- b) In addition to the criteria in subd. (a), to qualify for a variance under FEMA regulations, the Board must find that the following criteria have been met:
 - 1. The variance shall not cause any increase in the regional flood elevation;

2. The applicant has shown good and sufficient cause for issuance of the variance;
 3. Failure to grant the variance would result in exceptional hardship;
 4. Granting the variance will not result in additional threats to public safety, extraordinary expense, create a nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances;
 5. The variance granted is the minimum necessary, considering the flood hazard, to afford relief.
- c) A variance shall not:
1. Grant, extend or increase any use prohibited in the zoning district;
 2. Be granted for a hardship based solely on an economic gain or loss;
 3. Be granted for a hardship which is self-created.
 4. Damage the rights or property values of other persons in the area;
 5. Allow actions without the amendments to this ordinance or map(s) required in s. 8.0 *Amendments*; and
 6. Allow any alteration of an historic structure, including its use, which would preclude its continued designation as an historic structure.
- d) When a floodplain variance is granted, the Board shall notify the applicant in writing that it may increase risks to life and property and flood insurance premiums could increase up to \$25.00 per \$100.00 of coverage. A copy shall be maintained with the variance record.

7.4 TO REVIEW APPEALS OF PERMIT DENIALS

- (1) The Zoning Agency (s. 7.2) or Board shall review all data related to the appeal. This may include:
 - a. Permit application data listed in s. 7.1(2);
 - b. Floodway/floodfringe determination data in s. 5.1(5);
 - c. Data listed in s. 3.3(1)(b) where the applicant has not submitted this information to the zoning administrator; and
 - d. Other data submitted with the application or submitted to the Board with the appeal.
- (2) For appeals of all denied permits the Board shall:
 - a. Follow the procedures of s. 7.3;
 - b. Consider zoning agency recommendations; and
 - c. Either uphold the denial or grant the appeal.
- (3) For appeals concerning increases in regional flood elevation the Board shall:

- a. Uphold the denial where the Board agrees with the data showing an increase in flood elevation. Increases may only be allowed after amending the flood profile and map and all appropriate legal arrangements are made with all adversely affected property owners as per the requirements of s. 8.0 *Amendments*; and
- b. Grant the appeal where the Board agrees that the data properly demonstrates that the project does not cause an increase provided no other reasons for denial exist.

7.5 FLOODPROOFING STANDARDS

- (1) No permit or variance shall be issued for a non-residential structure designed to be watertight below the regional flood elevation until the applicant submits a plan certified by a registered professional engineer or architect that the floodproofing measures will protect the structure or development to or above the flood protection elevation and submits a FEMA Floodproofing Certificate. Floodproofing is not an alternative to the development standards in ss. 2.0, 3.0, 4.0 or 5.1.
- (2) For a structure designed to allow the entry of floodwaters, no permit or variance shall be issued until the applicant submits a plan either:
 - a. certified by a registered professional engineer or architect; or
 - b. meeting or exceeding the following standards:
 - 1. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - 2. the bottom of all openings shall be no higher than one foot above grade; and
 - 3. openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- (3) Floodproofing measures shall be designed, as appropriate, to:
 - a. Withstand flood pressures, depths, velocities, uplift and impact forces and other regional flood factors;
 - b. Protect structures to the flood protection elevation;
 - c. Anchor structures to foundations to resist flotation and lateral movement;
 - d. Minimize or eliminate infiltration of flood waters;
 - e. Minimize or eliminate discharges into flood waters;
 - f. Placement of essential utilities to or above the flood protection elevation; and
 - g. If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:
 - 1. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;
 - 2. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;

3. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and

4. The use must be limited to parking, building access or limited storage.

7.6 PUBLIC INFORMATION

- (1) Place marks on structures to show the depth of inundation during the regional flood.
- (2) All maps, engineering data and regulations shall be available and widely distributed.
- (3) Real estate transfers should show what floodplain district any real property is in.

8.0 AMENDMENTS

Obstructions or increases may only be permitted if amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 8.1.

- (1) In AE Zones with a mapped floodway, no obstructions or increases shall be permitted unless the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 8.1. Any such alterations must be reviewed and approved by FEMA and the DNR.
- (2) In A Zones increases equal to or greater than 1.0 foot may only be permitted if the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain maps, floodway lines, and water surface profiles, in accordance with s. 8.1.

8.1 GENERAL

The governing body shall change or supplement the floodplain zoning district boundaries and this ordinance in the manner outlined in s. 8.2 below. Actions which require an amendment to the ordinance and/or submittal of a Letter of Map Change (LOMC) include, but are not limited to, the following:

- (1) Any fill or floodway encroachment that obstructs flow causing any increase in the regional flood height;
- (2) Any change to the floodplain boundaries and/or watercourse alterations on the FIRM;
- (3) Any changes to any other officially adopted floodplain maps listed in s. 1.5 (2)(b);
- (4) Any floodplain fill which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain;
- (5) Correction of discrepancies between the water surface profiles and floodplain maps;
- (6) Any upgrade to a floodplain zoning ordinance text required by s. NR 116.05, Wis. Adm. Code, or otherwise required by law, or for changes by the municipality; and
- (7) All channel relocations and changes to the maps to alter floodway lines or to remove an area from the floodway or the floodfringe that is based on a base flood elevation from a FIRM requires prior approval by FEMA.

8.2 PROCEDURES

Ordinance amendments may be made upon petition of any party according to the provisions of s. 62.23, Stats., for cities. The petitions shall include all data required by s. 5.1(5) and 7.1(2). The Land Use Permit shall not be issued until a Letter of Map Revision is issued by FEMA for the proposed changes.

- (1) The proposed amendment shall be referred to the zoning agency for a public hearing and recommendation to the governing body. The amendment and notice of public hearing shall be submitted to the Department Regional office for review prior to the hearing. The amendment procedure shall comply with the provisions of s. 62.23, Stats., for cities.
- (2) No amendments shall become effective until reviewed and approved by the Department.
- (3) All persons petitioning for a map amendment that obstructs flow causing any increase in the regional flood height, shall obtain flooding easements or other appropriate legal arrangements from all adversely affected property owners and notify local units of government before the amendment can be approved by the governing body.

9.0 ENFORCEMENT AND PENALTIES

Any violation of the provisions of this ordinance by any person shall be unlawful and shall be referred to the municipal attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, forfeit to the municipality a penalty of not more than \$50.00 (fifty dollars), together with a taxable cost of such action. Each day of continued violation shall constitute a separate offense. Every violation of this ordinance is a public nuisance, and the creation may be enjoined, and the maintenance may be abated by action at suit of the municipality, the state, or any citizen thereof pursuant to s. 87.30, Stats

10.0 DEFINITIONS

Unless specifically defined, words and phrases in this ordinance shall have their common law meaning and shall be applied in accordance with their common usage. Words used in the present tense include the future, the singular number includes the plural and the plural number includes the singular. The word "may" is permissive, "shall" is mandatory and is not discretionary.

1. A ZONES – Those areas shown on the Official Floodplain Zoning Map which would be inundated by the regional flood. These areas may be numbered or unnumbered A Zones. The A Zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.
2. AH ZONE – See "AREA OF SHALLOW FLOODING".
3. AO ZONE – See "AREA OF SHALLOW FLOODING".
4. ACCESSORY STRUCTURE OR USE – A facility, structure, building or use which is accessory or incidental to the principal use of a property, structure or building. An accessory structure shall not be used for human habitation.
5. ALTERATION – An enhancement, upgrade or substantial change or modification other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a structure.
6. AREA OF SHALLOW FLOODING – A designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flood may be evident. Such flooding is

characterized by ponding or sheet flow.

7. BASE FLOOD – Means the flood having a one percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a FIS and depicted on a FIRM.
8. BASEMENT – Any enclosed area of a building having its floor sub-grade on all sides.
9. BREAKAWAY WALL – A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.
10. BUILDING – See STRUCTURE.
11. BULKHEAD LINE – A geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the Department pursuant to s. 30.11, Stats., and which allows limited filling between this bulkhead line and the original ordinary highwater mark, except where such filling is prohibited by the floodway provisions of this ordinance.
12. CAMPGROUND – Any parcel of land which is designed, maintained, intended, or used for the purpose of providing sites for nonpermanent overnight use by 4 or more camping units, or which is advertised or represented as a camping area.
13. CAMPING UNIT – Any portable device, no more than 400 square feet in area, used as a temporary shelter, including but not limited to a camping trailer, motor home, bus, van, pick-up truck, or tent that is fully licensed, if required, and ready for highway use.
14. CERTIFICATE OF COMPLIANCE – A certification that the construction and the use of land or a building, the elevation of fill or the lowest floor of a structure is in compliance with all of the provisions of this ordinance.
15. CHANNEL – A natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.
16. CRAWLWAYS or CRAWL SPACE – An enclosed area below the first usable floor of a building, generally less than five feet in height, used for access to plumbing and electrical utilities.
17. DECK – An unenclosed exterior structure that has no roof or sides and has a permeable floor which allows the infiltration of precipitation.
18. DEPARTMENT – The Wisconsin Department of Natural Resources.
19. DEVELOPMENT – Any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or alterations to buildings, structures or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; subdivision layout and site preparation; mining, dredging, filling, grading, paving, excavation or drilling operations; the storage, deposition or extraction of materials or equipment; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.
20. DRYLAND ACCESS – A vehicular access route which is above the regional flood elevation, and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief vehicles.
21. ENCROACHMENT – Any fill, structure, equipment, use or development in the floodway.

22. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) – The federal agency that administers the National Flood Insurance Program.
23. FLOOD INSURANCE RATE MAP (FIRM) – A map of a community on which the Federal Insurance Administration has delineated both the floodplain and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.
24. FLOOD or FLOODING – A general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:
 - The overflow or rise of inland waters;
 - The rapid accumulation or runoff of surface waters from any source;
 - The inundation caused by waves or currents of water exceeding anticipated cyclical levels along the shore of Lake Michigan or Lake Superior; or
 - The sudden increase caused by an unusually high-water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a seiche, or by some similarly unusual event.
25. FLOOD FREQUENCY – The probability of a flood occurrence which is determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average once in a specified number of years or as a percent (%) chance of occurring in any given year.
26. FLOODFRINGE – That portion of the floodplain outside of the floodway which is covered by flood waters during the regional flood and associated with standing water rather than flowing water.
27. FLOOD HAZARD BOUNDARY MAP – A map designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered A-Zones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program (NFIP) until superseded by a Flood Insurance Study and a Flood Insurance Rate Map.
28. FLOOD INSURANCE STUDY – A technical engineering examination, evaluation, and determination of the local flood hazard areas. It provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and base flood elevations and may provide floodway lines. The flood hazard areas are designated as numbered and unnumbered A-Zones. Flood Insurance Rate Maps, that accompany the Flood Insurance Study, form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.
29. FLOODPLAIN – Land which has been or may be covered by flood water during the regional flood. It includes the floodway and the floodfringe and may include other designated floodplain areas for regulatory purposes.
30. FLOODPLAIN ISLAND – A natural geologic land formation within the floodplain that is surrounded, but not covered, by floodwater during the regional flood.
31. FLOODPLAIN MANAGEMENT – Policy and procedures to ensure wise use of floodplains, including mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.
32. FLOOD PROFILE – A graph or a longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.
33. FLOODPROOFING – Any combination of structural provisions, changes or adjustments to

properties and structures, water and sanitary facilities and contents of buildings subject to flooding, for the purpose of reducing or eliminating flood damage.

34. FLOOD PROTECTION ELEVATION – An elevation of two feet of freeboard above the Regional Flood Elevation. (Also see: FREEBOARD.)
35. FLOOD STORAGE – Those floodplain areas where storage of floodwaters has been taken into account during analysis in reducing the regional flood discharge.
36. FLOODWAY – The channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.
37. FREEBOARD – A safety factor expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for any factors that cause flood heights greater than those calculated, including ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization, loss of flood storage areas due to development and aggregation of the river or stream bed.
38. HABITABLE STRUCTURE – Any structure or portion thereof used or designed for human habitation.
39. HEARING NOTICE – Publication or posting meeting the requirements of Ch. 985, Stats. For appeals, a Class 1 notice, published once at least one week (7 days) before the hearing, is required. For all zoning ordinances and amendments, a Class 2 notice, published twice, once each week consecutively, the last at least a week (7 days) before the hearing. Local ordinances or bylaws may require additional notice, exceeding these minimums.
40. HIGH FLOOD DAMAGE POTENTIAL – Damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure or building and its contents.
41. HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
42. HISTORIC STRUCTURE – Any structure that is either:
 - Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 - Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
 - Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as determined by the Secretary of the Interior; or by the Secretary of the Interior in states without approved programs.
43. INCREASE IN REGIONAL FLOOD HEIGHT – A calculated upward rise in the regional flood elevation greater than 0.00 foot, based on a comparison of existing conditions and proposed conditions which is directly attributable to development in the floodplain but not attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients and discharge.
44. LAND USE – Any nonstructural use made of unimproved or improved real estate. (Also see DEVELOPMENT.)

45. LOWEST ADJACENT GRADE – Elevation of the lowest ground surface that touches any of the exterior walls of a building.
46. LOWEST FLOOR – The lowest floor of the lowest enclosed area (including basement).
47. MAINTENANCE – The act or process of ordinary upkeep and repairs, including redecorating, refinishing, nonstructural repairs, or the replacement of existing fixtures, systems or equipment with equivalent fixtures, systems, or structures.
48. MANUFACTURED HOME – A structure transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."
49. MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION – A parcel (or contiguous parcels) of land, divided into two or more manufactured home lots for rent or sale.
50. MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION, EXISTING – A parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of this ordinance. At a minimum, this would include the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads.
51. MOBILE/MANUFACTURED HOME PARK, EXPANSION TO EXISTING – The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets and either final site grading, or the pouring of concrete pads.
52. MOBILE RECREATIONAL VEHICLE – A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of "mobile recreational vehicles."
53. MODEL, CORRECTED EFFECTIVE – A hydraulic engineering model that corrects any errors that occur in the Duplicate Effective Model, adds any additional cross sections to the Duplicate Effective Model, or incorporates more detailed topographic information than that used in the current effective model.
54. MODEL, DUPLICATE EFFECTIVE – A copy of the hydraulic analysis used in the effective FIS and referred to as the effective model.
55. MODEL, EFFECTIVE – The hydraulic engineering model that was used to produce the current effective Flood Insurance Study.
56. MODEL, EXISTING (PRE-PROJECT) – A modification of the Duplicate Effective Model or Corrected Effective Model to reflect any man-made modifications that have occurred within the floodplain since the date of the effective model but prior to the construction of the project for which the revision is being requested. If no modification has occurred since the date of the effective model, then this model would be identical to the Corrected Effective Model or Duplicate Effective Model.

57. MODEL, REVISED (POST-PROJECT) – A modification of the Existing or Pre-Project Conditions Model, Duplicate Effective Model or Corrected Effective Model to reflect revised or post-project conditions.
58. MUNICIPALITY or MUNICIPAL – The county, city or village governmental units enacting, administering, and enforcing this zoning ordinance.
59. NAVD or NORTH AMERICAN VERTICAL DATUM – Elevations referenced to mean sea level datum, 1988 adjustment.
60. NGVD or NATIONAL GEODETIC VERTICAL DATUM – Elevations referenced to mean sea level datum, 1929 adjustment.
61. NEW CONSTRUCTION – Structures for which the start of construction commenced on or after the effective date of a floodplain zoning regulation adopted by this community and includes any subsequent improvements to such structures.
62. NON-FLOOD DISASTER – A fire or an ice storm, tornado, windstorm, mudslide, or other destructive act of nature, but excludes a flood.
63. NONCONFORMING STRUCTURE – An existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this ordinance for the area of the floodplain which it occupies. (For example, an existing residential structure in the floodfringe district is a conforming use. However, if the lowest floor is lower than the flood protection elevation, the structure is nonconforming.)
64. NONCONFORMING USE – An existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this ordinance for the area of the floodplain which it occupies. (Such as a residence in the floodway.)
65. OBSTRUCTION TO FLOW – Any development which blocks the conveyance of floodwaters such that this development alone or together with any future development will cause an increase in regional flood height.
66. OFFICIAL FLOODPLAIN ZONING MAP – That map, adopted and made part of this ordinance, as described in s. 1.5(2), which has been approved by the Department and FEMA.
67. OPEN SPACE USE – Those uses having a relatively low flood damage potential and not involving structures.
68. ORDINARY HIGHWATER MARK – The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.
69. PERSON – An individual, or group of individuals, corporation, partnership, association, municipality, or state agency.
70. PRIVATE SEWAGE SYSTEM – A sewage treatment and disposal system serving one structure with a septic tank and soil absorption field located on the same parcel as the structure. It also means an alternative sewage system approved by the Department of Safety and Professional Services, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure, or a system located on a different parcel than the structure.
71. PUBLIC UTILITIES – Those utilities using underground or overhead transmission lines such as

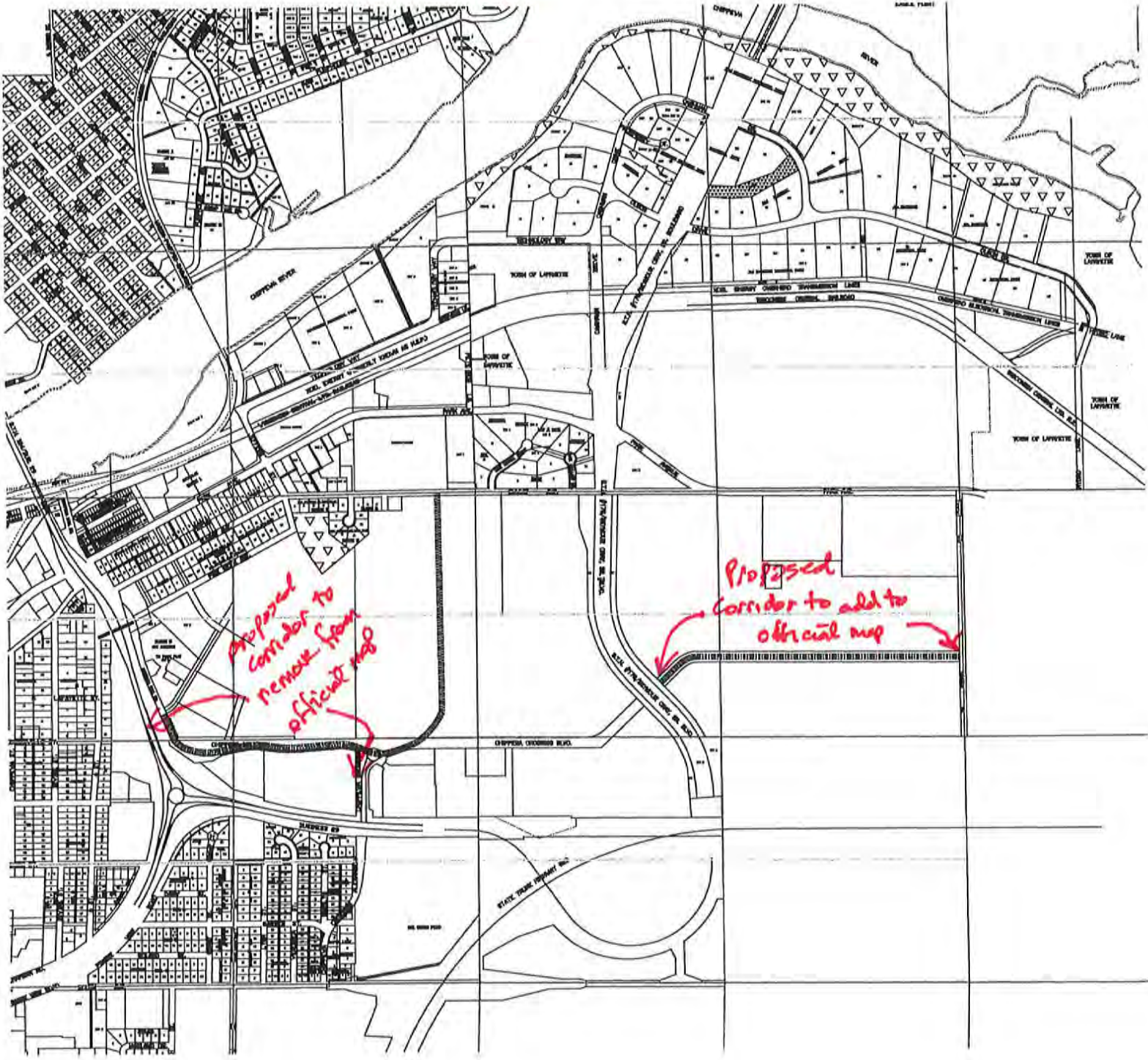
electric, telephone and telegraph, and distribution and collection systems such as water, sanitary sewer, and storm sewer.

72. REASONABLY SAFE FROM FLOODING – Means base flood waters will not inundate the land or damage structures to be removed from the floodplain and that any subsurface waters related to the base flood will not damage existing or proposed buildings.
73. REGIONAL FLOOD – A flood determined to be representative of large floods known to have occurred in Wisconsin. A regional flood is a flood with a one percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the RFE is equivalent to the BFE.
74. START OF CONSTRUCTION – The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
75. STRUCTURE – Any manmade object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the ground, stream bed or lakebed, including, but not limited to, roofed and walled buildings, gas or liquid storage tanks, bridges, dams and culverts.
76. SUBDIVISION – Has the meaning given in s. 236.02(12), Wis. Stats.
77. SUBSTANTIAL DAMAGE – Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.
78. SUBSTANTIAL IMPROVEMENT – Any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work performed. The term does not include either any project for the improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions; or any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.
79. UNNECESSARY HARDSHIP – Where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height, or density unnecessarily burdensome or unreasonable in light of the purposes of the ordinance.
80. VARIANCE – An authorization by the board of adjustment or appeals for the construction or maintenance of a building or structure in a manner which is inconsistent with dimensional standards (not uses) contained in the floodplain zoning ordinance.
81. VIOLATION – The failure of a structure or other development to be fully compliant with the

floodplain zoning ordinance. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.

82. WATERSHED – The entire region contributing runoff or surface water to a watercourse or body of water.
83. WATER SURFACE PROFILE – A graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.
84. WELL – means an excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.

Proposed Amendments to city of Chippewa Falls
Official map.



Proposed
corridor to
remove from
official map

Proposed
Corridor to add to
official map

NOTICE OF PUBLIC HEARING
REGARDING AMENDMENTS TO THE OFFICIAL MAP OF THE CITY OF CHIPPEWA
FALLS, WISCONSIN TO REMOVE A CORRIDOR OF CHIPPEWA MALL DRIVE
BETWEEN VACATED WOODHILL AVENUE AND THE CHIPPEWA CROSSING
BOULEVARD ROUNDABOUT AND TO ADD A CHIPPEWA CROSSING
BOULEVARD CORRIDOR BETWEEN STH #178 AND 160TH STREET

Notice is hereby given that the Common Council of the City of Chippewa Falls, Wisconsin will conduct a Public Hearing in the Council Chambers, 2nd Floor, City Hall, 30 West Central Street, Chippewa Falls, Wisconsin, commencing at 6:30 PM on Tuesday, August 1, 2023 regarding proposed amendments to the Official Map of the City of Chippewa Falls to remove a corridor of Chippewa Mall Drive between vacated Woodhill Avenue and the Chippewa Crossing Boulevard roundabout and to add a Chippewa Crossing Boulevard corridor between STH #178 and 160th Street.

On June 12, 2023, the Plan Commission recommended that a corridor of Chippewa Mall Drive between vacated Woodhill Avenue and the Chippewa Crossing Boulevard roundabout be removed from the official map of the City of Chippewa Falls and a corridor of Chippewa Crossing Boulevard between STH #178 and 160th Street be added to the official map of the City of Chippewa Falls.

Following the Public Hearing concerning these amendments, the Common Council will consider adoption of Ordinance No. 2023- thereby removing a corridor of Chippewa Mall Drive between vacated Woodhill Avenue and the Chippewa Crossing Boulevard roundabout from the official map of the City of Chippewa Falls and a corridor of Chippewa Crossing Boulevard between STH #178 and 160th Street be added to the official map of the City of Chippewa Falls.

Additional information may be obtained by contacting the City Engineer's Office at 715.726.2736.

Bridget Givens
City Clerk

2 column legal box ad

PUBLISH: Wednesday, July 12, 2023
and
Wednesday, July 19, 2023

AN ORDINANCE AMENDING THE OFFICIAL MAP OF THE CITY OF CHIPPEWA FALLS, WISCONSIN BY REMOVING A CORRIDOR OF CHIPPEWA MALL DRIVE BETWEEN VACATED WOODHILL AVENUE AND THE CHIPPEWA CROSSING BOULEVARD ROUNDABOUT AND TO ADD A CHIPPEWA CROSSING BOULEVARD CORRIDOR BETWEEN STH #178 AND 160TH STREET

THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, DO ORDAIN, AS FOLLOWS:

1. That, pursuant to Chapter 62.23(6) Wisconsin Statutes, action from the City of Chippewa Falls Plan Commission was requested. At its regular meeting on June 12, 2023 the Chippewa Falls Plan Commission recommended removing a corridor of Chippewa Mall Drive between vacated Woodhill Avenue and the Chippewa Crossing Boulevard roundabout and to add a Chippewa Crossing Boulevard corridor between STH #178 and 160th Street.
2. That, pursuant to Chapter 62.23(6) Wisconsin Statutes, the ordinance establishing the Official Map of The City of Chippewa Falls on December 20, 1966 be and is hereby amended by removing a corridor of Chippewa Mall Drive between vacated Woodhill Avenue and the Chippewa Crossing Boulevard roundabout and to add a Chippewa Crossing Boulevard corridor between STH #178 and 160th Street.
3. That Ordinance No. 2023- hereby repeals any and all previous ordinances in conflict with said Ordinance No. 2023- .
4. That this Ordinance take effect from and after its passage and publication.
5. That the City Clerk record a certified copy of this Ordinance with the Chippewa County Register of Deeds as required in chapter 8.14(4) of the Code of Ordinances of the City of Chippewa Falls, Wisconsin.

Dated this 1st Day of August, 2023.

FIRST READING: July 18, 2023

John Monarski, Council President

SECOND READING: August 1, 2023

PUBLIC HEARING: August 1, 2023

APPROVED: _____
Gregory Hoffman, MAYOR

ATTEST: _____
Bridget Givens, CITY CLERK

PUBLISHED: _____

RECORDED WITH THE CHIPPEWA COUNTY REGISTER OF DEEDS: _____ / ____ /2023

Date Filed: _____

Fee Paid: _____ Date: _____ TR#: _____

Fee Paid: _____ Date: _____ TR#: _____

PETITION FOR A CONDITIONAL USE PERMIT

TO THE CITY OF CHIPPEWA FALLS, WISCONSIN:

I/We, the undersigned, hereby petition the Plan Commission of the City of Chippewa Falls, WI, for a Conditional Use Permit as authorized by the Chippewa Falls Zoning Code, Section 17.47, for the following described property:

Address of Property: Chippewa Crossing Blvd

Lot 1 of CSM 5713 Part of 22808-0841-75665001
Lot#: _____ Block#: _____ Subdivision: _____ Parcel# _____

Legal Description: Lot 1 of CSM No 5713 recorded in the office of the Register of Deeds for Chippewa County, WI, on March 23, 2023 in Volume 28 of Certified Survey Maps, Page 211-215 as Document No. 940007, being a redivision of Lot 2 of CSM No. 5665, recorded in Volume 28 of CSM's on page 97-104 as Document No. 937905, being part of the NE 1/4 of the SW 1/4, the NW 1/4 of the SW 1/4 and the SE 1/4 of the NW 1/4 of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.

Zoning classification of property: C-2

Purpose for which this Permit is being requested:

Planned Unit Development approval required for building height of 52' to the tallest parapet, which exceeds the maximum building height standard of 35' in the C-2 district.

Existing use of property within 300 feet of subject property: (List or attach map)

Proposed project is in the Chippewa Crossing development.

Recite any facts indicating that the proposed use will not be detrimental to the general public's interest, the purposes of this Chapter and the general area in which it is located:

The requested building height will not harm the public interest and/or adjacent or nearby properties.

Operational plans of the proposed use:

Hours of Operation: 24 hours per day
Days of Operation: 7 days per week
Number of Employees: 5-10 Part-time 6 Full-time

Capacity:

Number of Units: 58 hotel rooms
Size:
Number of Residents/Children:
Ages:
Other:

Building plans:

Existing buildings: NA
Proposed buildings: Hotel
Use of part of building: NA
Proposed additions: NA
Future additions: NA

Change in use: NA

Outside appearance: See attached elevations

Number of buildings: 1

Planting & Landscaping:

Type: See attached landscaping plan

Timetable: Late 2023

Screening:

Type: NA

Fences: NA

Type: _____

Height: _____

Location: _____

Earth Bank:

Planting: NA

Maintenance: NA

Other: NA

Lights:

Number of lights: See attached photometric plan (C3.1)

Location: See attached photometric plan (C3.1)

Hours: Dusk-Dawn

Type: Pole mounted LEDs

Signs:

Type: See attached elevations (A2.0 & A2.1) - channel letters & logo

Lighted: See attached elevations (A2.0 & A2.1) - yes

Size: See attached elevations (A2.0 & A2.1)

Location: On building

Setbacks: NA

Drives:

Number of: 1 via cross access easement, plus one on west side in the future

Location: West side of site

Width: 30'

Parking:

Number of stalls: 59

Location of stalls: West & South of hotel

Setbacks: 25'

Surfacing: Asphalt

Screening: NA

Drainage:

Storm sewer: Yes

Rock beds: NA

Detention pond: Regional stormwater pond

Retention pond: Regional stormwater pond

Submit site plan showing property line, buildings and other structures.

List any additional information being submitted with this permit application: _____

Certified survey map, utility easement, cross-access easement documents for reference.

IN ORDER FOR THIS PETITION TO BE CONSIDERED, THE OWNER(S) OF THE PROPERTY MUST SIGN BELOW:

Owner(s)/Address(es):

Chip-Wa Hotel Group, LLC
980 American Drive
Neenah, WI 54956
Phone #: 920-237-0233 Ext. 122
Email: kwogernese@slatehg.com

Kim C. Wogernese

Phone #: _____
Email: _____

Phone #: _____
Email: _____

Petitioner(s)/Address(es):

Chip-Wa Hotel Group, LLC
980 American Drive
Neenah, WI 54956
Phone #: 920-237-0233 Ext. 122
Email: kwogernese@slatehg.com

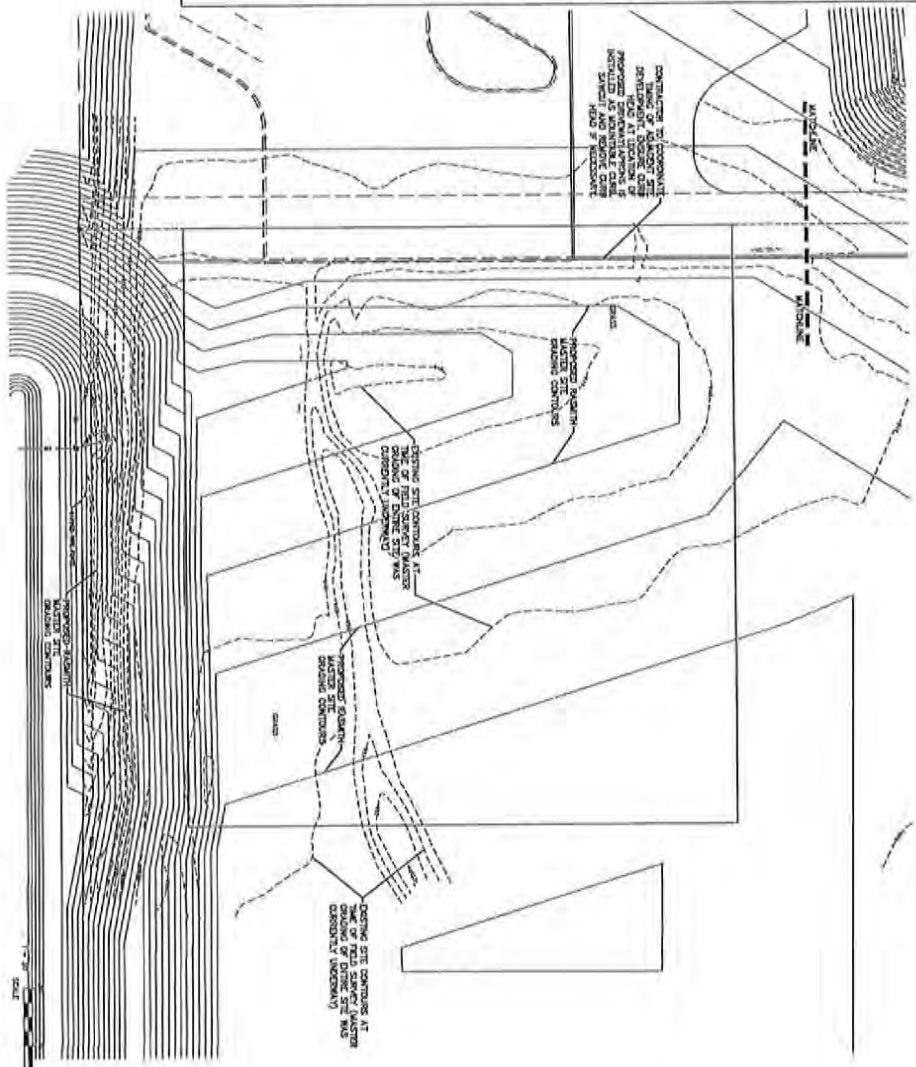
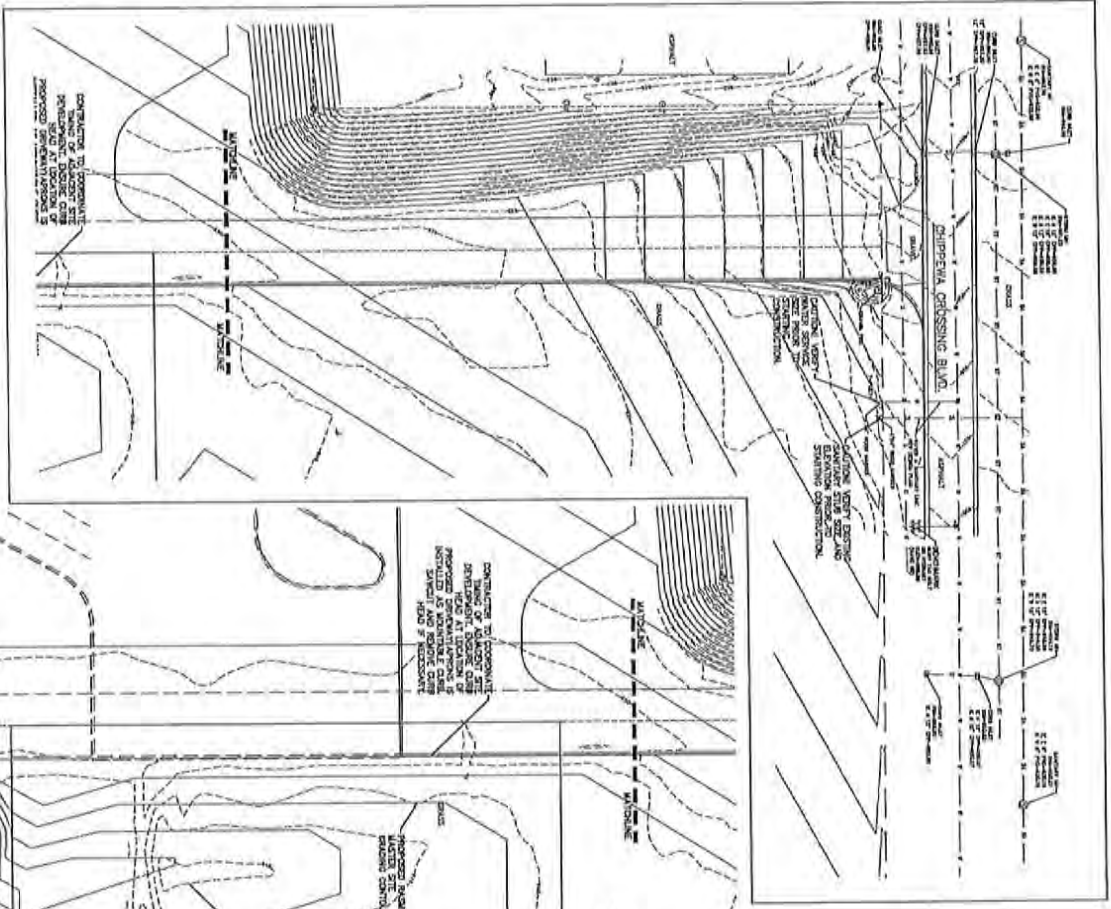
Kim C. Wogernese

Phone #: _____
Email: _____

Phone #: _____
Email: _____

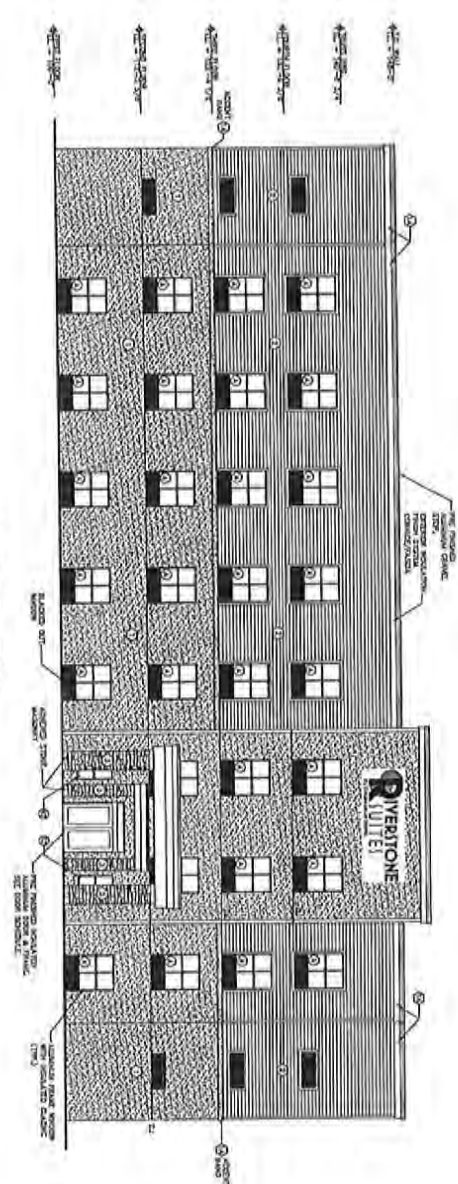
REGULATION NOTE:
SEE SHEET C01 FOR PLAN
SPECIFICATIONS AND REQUIREMENTS

NOTES:
1. ALL EXISTING UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE LOCATION OF ALL UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING EROSION CONTROL MEASURES.
6. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE PATTERNS.
7. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING FLOOD CONTROL MEASURES.
8. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING LANDSCAPE FEATURES.
9. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING HISTORIC FEATURES.
10. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING CULTURAL RESOURCES.

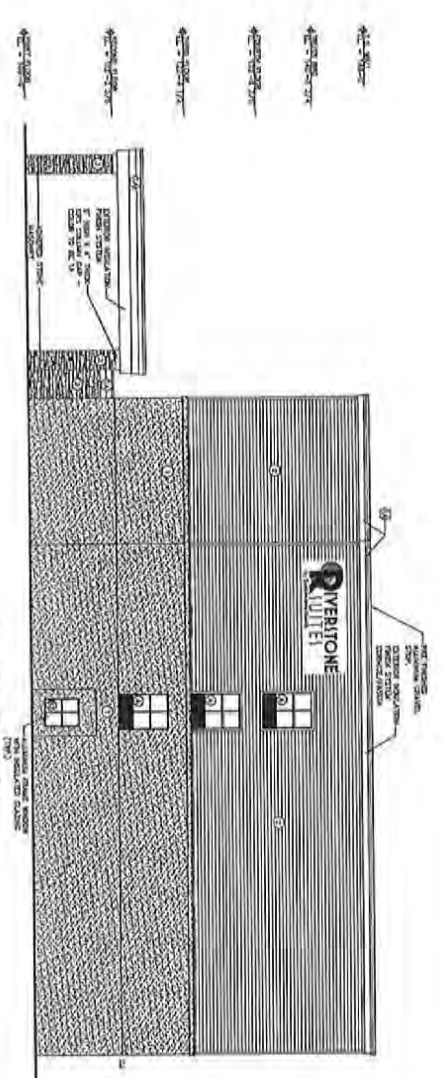


CIVIL EXISTING SITE AND DEMOLITION PLAN

<p>NEW DEVELOPMENT FOR: RIVERSTONE HOTEL AND SUITES CHIPPEWA CROSSING BLVD, • CHIPPEWA FALLS, WISCONSIN</p>		<p>PROJECT ARCHITECT: BIMark Builders, LLC</p>	<p>PROJECT ENGINEER: EXCEL ALWAYS A BETTER PLAN 2225-040 2023-04-04</p>
<p>DATE: JANV 4, 2023</p>	<p>2225-040</p>	<p>2225-040</p>	<p>C1.0</p>



SOUTH ELEVATION
SCALE 1/8" = 1'-0"



EAST ELEVATION
SCALE 1/8" = 1'-0"

EXTENSION MATERIALS AND DECORS

EXT. COLOR #1	①	SHIPS-CALUMET GREY
EXT. COLOR #2	②	SHIPS-CALUMET GREY
CONCRETE W/OUT STAIN	③	1" - SANDY GRAY
CONCRETE W/ STAIN	④	CONCRETE W/ STAIN
STONE	⑤	SHIPS-CALUMET GREY

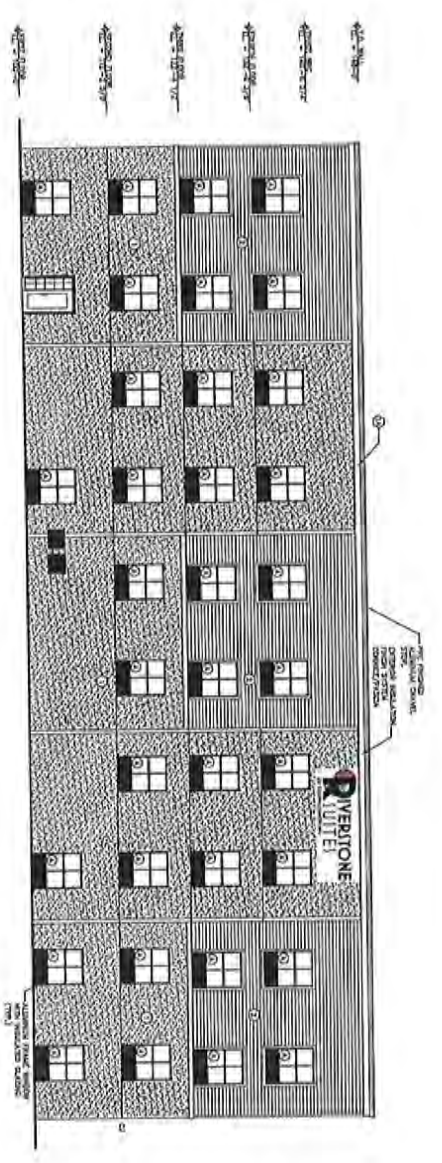
WINDOW SCHEDULE

NO.	TYPE	DESCRIPTION	SIZE (W x H)
①	CURTAIN WALL WINDOW	WALL TO 5'-0" x 5'-0" + FIVE PANEL	5'-0" x 5'-0"
②	CURTAIN WALL WINDOW	WALL TO 5'-0" x 5'-0" + FIVE PANEL	5'-0" x 5'-0"
③	CURTAIN WALL WINDOW	WALL TO 5'-0" x 5'-0" + FIVE PANEL	5'-0" x 5'-0"
④	CURTAIN WALL WINDOW	WALL TO 5'-0" x 5'-0" + FIVE PANEL	5'-0" x 5'-0"
⑤	CURTAIN WALL WINDOW	WALL TO 5'-0" x 5'-0" + FIVE PANEL	5'-0" x 5'-0"
⑥	CURTAIN WALL WINDOW	WALL TO 5'-0" x 5'-0" + FIVE PANEL	5'-0" x 5'-0"
⑦	CURTAIN WALL WINDOW	WALL TO 5'-0" x 5'-0" + FIVE PANEL	5'-0" x 5'-0"
⑧	CURTAIN WALL WINDOW	WALL TO 5'-0" x 5'-0" + FIVE PANEL	5'-0" x 5'-0"

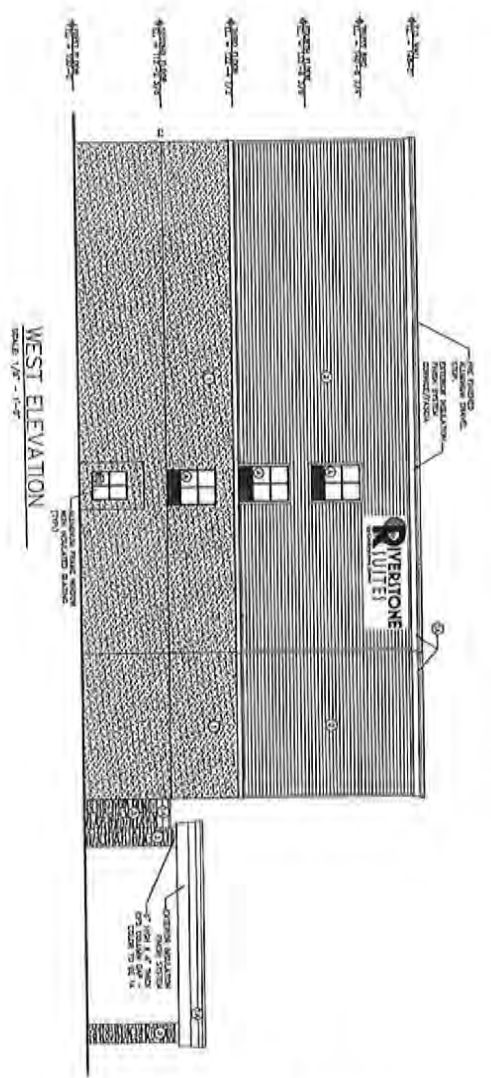
NOTES:
 1. SEE THE GENERAL NOTES FOR A FULL LIST OF MATERIALS AND FINISHES.
 2. WINDOW SCHEDULE IS SUBJECT TO CHANGE BASED ON THE ARCHITECT'S DETERMINATION OF THE BEST WINDOW SYSTEM FOR THE PROJECT.
 3. WINDOW SCHEDULE IS SUBJECT TO CHANGE BASED ON THE ARCHITECT'S DETERMINATION OF THE BEST WINDOW SYSTEM FOR THE PROJECT.
 4. WINDOW SCHEDULE IS SUBJECT TO CHANGE BASED ON THE ARCHITECT'S DETERMINATION OF THE BEST WINDOW SYSTEM FOR THE PROJECT.

ARCHITECTURAL EXTERIOR ELEVATIONS

<p>PROJECT INFORMATION</p> <p>PROJECT NAME: RIVERSTONE HOTEL AND SUITES</p> <p>ADDRESS: CHIPPEWA CROSSING BLVD. • CHIPPEWA FALLS, WISCONSIN</p>	<p>ARCHITECT</p> <p>DATE: JAN 4, 2023</p> <p>SCALE: 1/8" = 1'-0"</p> <p>PROJECT NUMBER: 2225040</p> <p>SHEET NUMBER: A2.0</p>	<p>EXCEL</p> <p>ALWAYS A BETTER PLAN</p> <p>PROJECT INFORMATION</p> <p>OWNER: RIVERSTONE HOTEL AND SUITES</p> <p>ARCHITECT: BIRMAR BUILDERS, LLC</p>	<p>BIM</p> <p>BIMark Builders, LLC</p>
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NORTH ELEVATION
SCALE 1/8" = 1'-0"



WEST ELEVATION
SCALE 1/8" = 1'-0"

EXTERIOR MATERIALS AND COLORS

ITEM	DESCRIPTION	NOTES
1	EXTERIOR WALLS	SEE ELEVATION FOR WINDOW SCHEDULE
2	EXTERIOR WALLS	SEE ELEVATION FOR WINDOW SCHEDULE
3	EXTERIOR WALLS	SEE ELEVATION FOR WINDOW SCHEDULE

WINDOW SCHEDULE

NO.	TYPE	FINISH	SIZE	NOTES
1	ALUMINUM	FINISH WINDOW	SIZE: 03'-0" x 4'-0" 1/2" FINISH SILL	
2	ALUMINUM	FINISH WINDOW	SIZE: 03'-0" x 4'-0" 1/2" FINISH SILL	
3	ALUMINUM	FINISH WINDOW	SIZE: 03'-0" x 4'-0" 1/2" FINISH SILL	
4	ALUMINUM	FINISH WINDOW	SIZE: 03'-0" x 4'-0" 1/2" FINISH SILL	
5	ALUMINUM	FINISH WINDOW	SIZE: 03'-0" x 4'-0" 1/2" FINISH SILL	
6	ALUMINUM	FINISH WINDOW	SIZE: 03'-0" x 4'-0" 1/2" FINISH SILL	
7	ALUMINUM	FINISH WINDOW	SIZE: 03'-0" x 4'-0" 1/2" FINISH SILL	
8	ALUMINUM	FINISH WINDOW	SIZE: 03'-0" x 4'-0" 1/2" FINISH SILL	
9	ALUMINUM	FINISH WINDOW	SIZE: 03'-0" x 4'-0" 1/2" FINISH SILL	
10	ALUMINUM	FINISH WINDOW	SIZE: 03'-0" x 4'-0" 1/2" FINISH SILL	

NOTES:
1. SEE SHEET 2.01 FOR WINDOW SCHEDULE FOR A ROOM WINDOW.
2. SEE SHEET 2.02 FOR WINDOW SCHEDULE FOR A CORNER WINDOW.
3. SEE SHEET 2.03 FOR WINDOW SCHEDULE FOR A CORNER WINDOW.
4. SEE SHEET 2.04 FOR WINDOW SCHEDULE FOR A CORNER WINDOW.
5. SEE SHEET 2.05 FOR WINDOW SCHEDULE FOR A CORNER WINDOW.
6. SEE SHEET 2.06 FOR WINDOW SCHEDULE FOR A CORNER WINDOW.
7. SEE SHEET 2.07 FOR WINDOW SCHEDULE FOR A CORNER WINDOW.
8. SEE SHEET 2.08 FOR WINDOW SCHEDULE FOR A CORNER WINDOW.
9. SEE SHEET 2.09 FOR WINDOW SCHEDULE FOR A CORNER WINDOW.
10. SEE SHEET 2.10 FOR WINDOW SCHEDULE FOR A CORNER WINDOW.

ARCHITECTURAL EXTERIOR ELEVATIONS

NEW DEVELOPMENT FOR:


RIVERSTONE HOTEL AND SUITES

CHIPPEWA CROSSING BLVD. • CHIPPEWA FALLS, WISCONSIN

PROJECT INFORMATION



BriMark
Builders, LLC



ALWAYS A BETTER PLAN

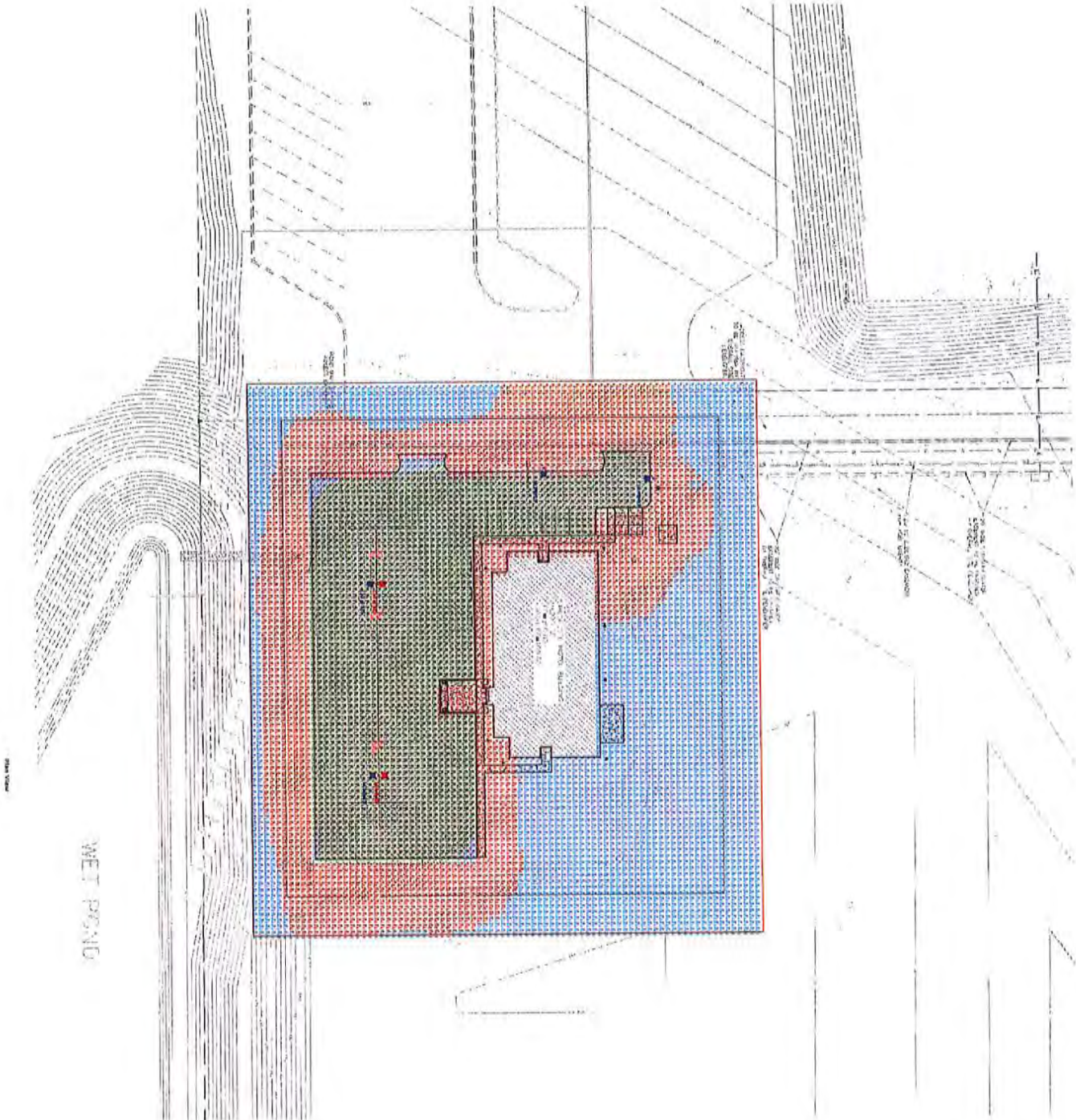
SHEET NUMBER: 2225040

SHEET NAME: A2.1

DATE: 04/20/23

PROJECT: RIVERSTONE HOTEL AND SUITES

SCALE: 1/8" = 1'-0"



WEST POND

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	05/04/2009	JMM
2	REVISED PER COMMENTS	05/04/2009	JMM
3	REVISED PER COMMENTS	05/04/2009	JMM
4	REVISED PER COMMENTS	05/04/2009	JMM
5	REVISED PER COMMENTS	05/04/2009	JMM
6	REVISED PER COMMENTS	05/04/2009	JMM
7	REVISED PER COMMENTS	05/04/2009	JMM
8	REVISED PER COMMENTS	05/04/2009	JMM
9	REVISED PER COMMENTS	05/04/2009	JMM
10	REVISED PER COMMENTS	05/04/2009	JMM

CIVIL SITE PHOTOGRAPHIC PLAN & DETAILS

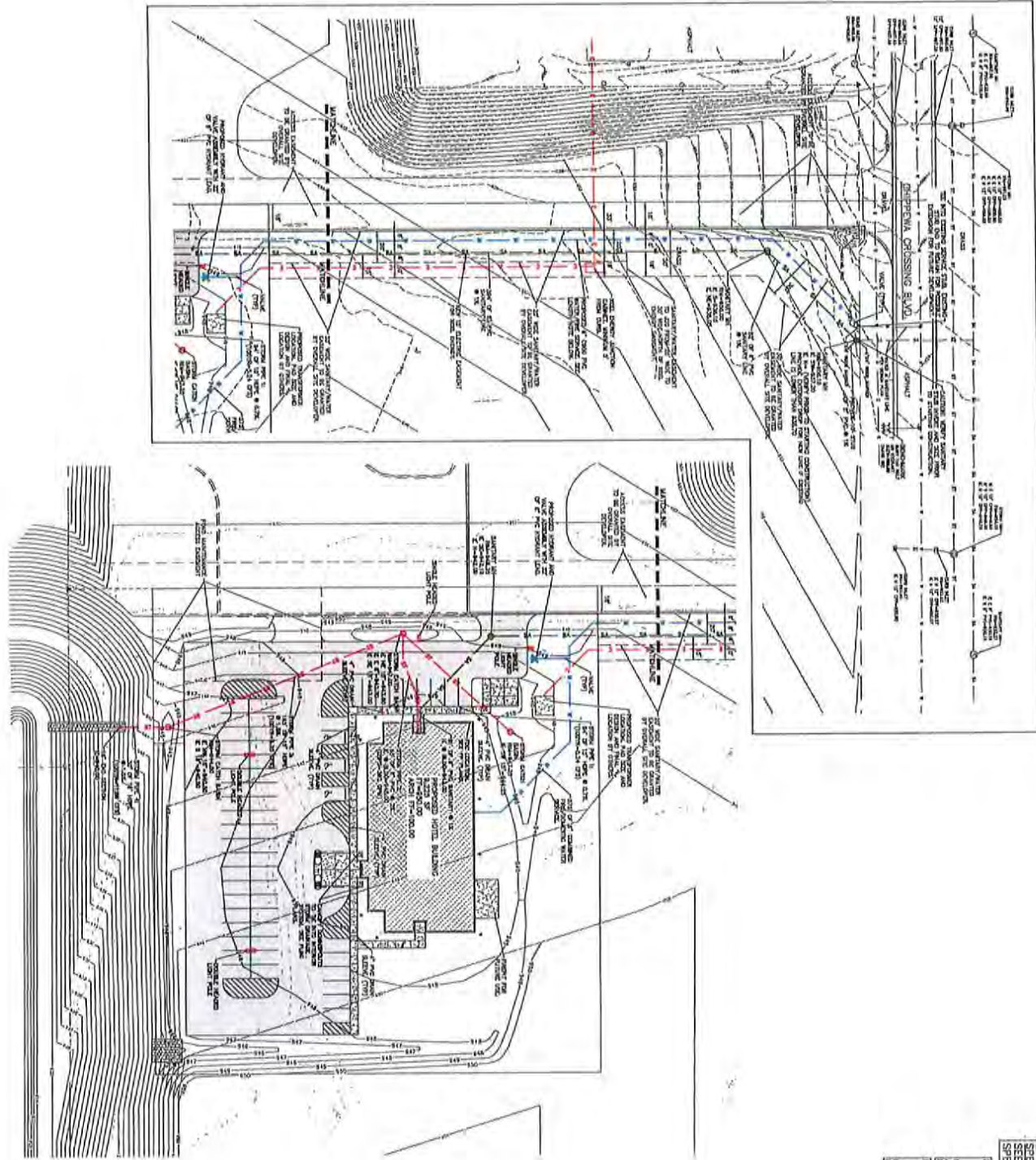
C3.1

PROJECT NUMBER: 2225040
 SHEET NUMBER: C3.1
 SHEET DATE: MAY 4, 2009
 PROJECT: RIVERSTONE HOTEL AND SUITES

NEW DEVELOPMENT FOR:
RIVERSTONE HOTEL AND SUITES
 CHIPPEWA CROSSING BLVD. • CHIPPEWA FALLS, WISCONSIN

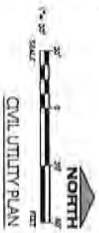
EXCEL
 ARCHITECTS + ENGINEERS + LANDSCAPE ARCHITECTS
 ALWAYS A BETTER PLAN
 1000 CHIPPewa FALLS BLVD. SUITE 200
 CHIPPEWA FALLS, WI 54926
 PHONE: (920) 238-7800
 FAX: (920) 238-7801
 WWW.EXCELARCHITECTS.COM

BHW
 BIRDAIR
 ENGINEERS, LLC



REGISTRATION NOTE:
 SEE SHEET C11 FOR PLAN SPECIFICATIONS AND REQUIREMENTS

CONTRACTOR NOTE:
 1. CONTRACTOR SHALL VERIFY ALL UTILITIES AND DEPT. RECORDS PRIOR TO CONSTRUCTION.
 2. CONTRACTOR SHALL VERIFY ALL UTILITIES AND DEPT. RECORDS PRIOR TO CONSTRUCTION.
 3. CONTRACTOR SHALL VERIFY ALL UTILITIES AND DEPT. RECORDS PRIOR TO CONSTRUCTION.



PROJECT NUMBER	2225040
DATE	MAY 4, 2023
DESIGNER	
CHECKED	
DATE	
PROJECT NUMBER	2225040
DATE	MAY 4, 2023
DESIGNER	
CHECKED	
DATE	

NEW DEVELOPMENT FOR:
RIVERSTONE HOTEL AND SUITES
 CHIPPWEA CROSSING BLVD. • CHIPPWEA FALLS, WISCONSIN

EXCEL
 Always a Better Plan
 200 Grandview Drive
 Chippewa Falls, WI 54601
 Phone: 715.735.2222
 Fax: 715.735.2223
 www.excelinc.com

BIMARK Builders, LLC
 PROJECT INCORPORATION

C1.3

ELECTRIC UNDERGROUND DISTRIBUTION EASEMENT

Name: CHIPPEWA CROSSING PARTNERS, LLC, a Wisconsin limited liability company as to an undivided 25.0% interest; SMW CHIPPEWA FALLS, LLC a Wisconsin limited liability company as to an undivided 64.5% interest; TD CHIPPEWA FALLS, LLC a Wisconsin limited liability company as to an undivided 3.0% interest; WW CHIPPEWA FALLS LLC, a Wisconsin limited liability company as to an undivided 7.5% interest in the Property as tenants in common as their interests may appear.

The undersigned, hereinafter referred to as "Grantor", hereby grants to Northern States Power Company, a Wisconsin corporation, hereinafter referred to as "NSP", this Electrical Underground Distribution Easement ("Easement") as set forth below.

RECITALS

A. Grantor owns real property in Chippewa County, Wisconsin described as follows:

Lot 2 of Certified Survey Map No. 5713 recorded in the office of the Register of Deeds for Chippewa County, Wisconsin on March 3, 2023, in Volume 28 of Certified Survey Maps, Page 211-215 as Document No. 940007, being a redivision of Lot 2 of Certified Survey Map No 5665, recorded in Volume 28 of CSM's on page 97-104 as Document number 937098, being part of the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.

(the "Property")

B. NSP wishes to locate within the Property the facilities described as follows:

The necessary cables, wires, supports, conduits, vaults, pedestals, manholes, fixtures, devices, and other facilities and appurtenances necessary for the purposes of conducting electric energy, light, and communication impulses.

(the "Facilities")

C. Grantor agrees to grant to NSP, its successors and assigns, the right, privilege and easement to construct, operate, maintain, use, rebuild or remove the Facilities over, under and upon the following described portions of the Property, hereinafter collectively referred to as the "Easement Area".

The 15-foot strips of land identified on Exhibit A, the black lines of which are the center of the 15-foot strips. The location of these 15-foot strips are approximate. Once the Facilities are constructed, the 15-foot strips will each be located 7.5 feet on either side of the centerline of the Facilities. Grantor and NSP agree to execute, to be delivered to NSP after execution by Grantor, without additional compensation to Grantor, an amendment to correct the legal description and depiction of the Easement Area to conform to the right of way actually occupied by the Facilities and the actual location of the 15-foot strips.

(the "Easement Area")

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to NSP a perpetual, non-exclusive easement to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, mark, improve, enlarge, and maintain the Facilities described above within the Easement Area. Grantor also grants to NSP the full right and authority to (1) reasonably access the Easement Area and the Facilities over and across the Property for the purpose of maintaining, replacing and constructing the Facilities; (2) the reasonable temporary use by NSP of the Property adjacent to the Easement Area during construction, repair or replacement of the Facilities; and (3) cut, remove, prune or otherwise control, all trees, brush and

RETURN TO: NSP

Dawn Schultz
PO Box 8
Eau Claire WI 54702-0008

PIN: 22808-0932-75713002

other vegetation on or overhanging the Easement Area. Grantor agrees that it will not perform any act on the Easement Area which will interfere with or endanger the Facilities. Grantor shall not locate any structure or obstruction, nor plant any trees, shrubs, bushes or plants of any kind, nor change the ground elevation within the Easement Area without the express written consent of NSP.

After installation of the Facilities or after the exercise of any of the rights granted herein, NSP agrees to restore the Property and the Easement Area to as near their original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from the use of the Property and the Easement Area.

Grantor covenants with NSP, its successors and assigns, that Grantor is the owner of the above described Property and has the right to sell and convey an easement in the manner and form aforesaid.

Grantor agrees to execute and deliver to NSP, at NSP's cost, without additional compensation, any additional documents needed to correct the legal description of the Easement Area to conform to the right of way actually occupied by the Facilities.

It is mutually understood and agreed that this instrument covers all agreements and stipulations between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

The rights granted herein may be exercised at any time subsequent to the execution of this document and said rights shall continue until such time as NSP, its successors and assigns have notified Grantor, its successors or assigns, that NSP has abandoned and relinquishes its easement rights. Following such notification by NSP, Grantor, its successors or assigns may require by written notification that NSP remove all of its Facilities from the Easement Area at NSP's expense, or if no notification is given, then NSP may decide to abandon such Facilities in place. NSP shall deliver a recordable release of easement to be recorded at the expense of Grantor or its successor or assigns..

All provisions of this Easement, including the benefits and burdens, shall be deemed to run with title to the Property and shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto as fully as upon themselves.

(Signatures appear on following pages.)

GRANTOR SIGNATURE PAGE TO ELECTRIC UNDERGROUND DISTRIBUTION EASEMENT

IN WITNESS WHEREOF, Grantor has executed this Easement as of this 9th day of May, 2023.

Grantor(s):

CHIPPEWA CROSSING PARTNERS, LLC,
a Wisconsin limited liability company

By: [Signature]
Name: Deborah A. Bernhardt,
Title: Power of Attorney for John L. Bernhardt,
Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF Milwaukee

This instrument was acknowledged before me on May 9th, 2023 by Deborah A. Bernhardt, in her capacity as Power of Attorney for John L. Bernhardt, Manager of CHIPPEWA CROSSING PARTNERS, LLC.



[Signature]
Name: Devon M. Pittman
Notary Public, State of Wisconsin
My commission expires: 12-31-2025

GRANTOR SIGNATURE PAGE TO ELECTRIC UNDERGROUND DISTRIBUTION EASEMENT

SMW CHIPPEWA FALLS, LLC,
a Wisconsin limited liability company

By: [Signature]
Name: Stewart M. Wangard
Title: Sole Member

TD CHIPPEWA FALLS, LLC,
a Wisconsin limited liability company

By: [Signature]
Name: Stewart M. Wangard
Title: Sole Member

WW CHIPPEWA FALLS, LLC,
a Wisconsin limited liability company

By: [Signature]
Name: Stewart M. Wangard
Title: Sole Member

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

This instrument was acknowledged before me on MAY 9th, 2023 by Stewart M Wangard, Sole Member of SMW CHIPPEWA FALLS, LLC; TD CHIPPEWA FALLS, LLC and WW CHIPPEWA FALLS, LLC.



Anne M. White
Name: ANNE M. WHITE
Notary Public, State of Wisconsin
My commission expires: 10/20/2024

GRANTEE SIGNATURE PAGE TO ELECTRIC UNDERGROUND DISTRIBUTION EASEMENT

Grantee:

NORTHERN STATES POWER COMPANY
a Wisconsin corporation

By: *Pamela Jo Rasmussen*
Name: Pamela Jo Rasmussen
Title: Director, Siting and Land Rights

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF EAU CLAIRE

This instrument was acknowledged before me on May 8, 2023, 2023 by Pamela Jo Rasmussen, Director, Siting and Land Rights of Northern States Power Company.



Dawn Schultz

Name: Dawn Schultz
Notary Public, State of Wisconsin
My commission expires: _____

DAWN SCHULTZ
NOTARY PUBLIC - STATE OF WISCONSIN
My commission expires 2/5/2025

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage against the Property, consents to the grant of the easement set forth above and agrees that its interest in the Property shall be subject to the easement.

Dated: MAY 5th, 2023

SPRING BANK

By: Glenn A. Michael

Name: GLENN MICHAELSEN

Title: SENIOR VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF WAUKESHA

This instrument was acknowledged before me on MAY 5th, 2023 by Glenn A. Michaelsen the Senior Vice President of Spring Bank.



Anne M. White

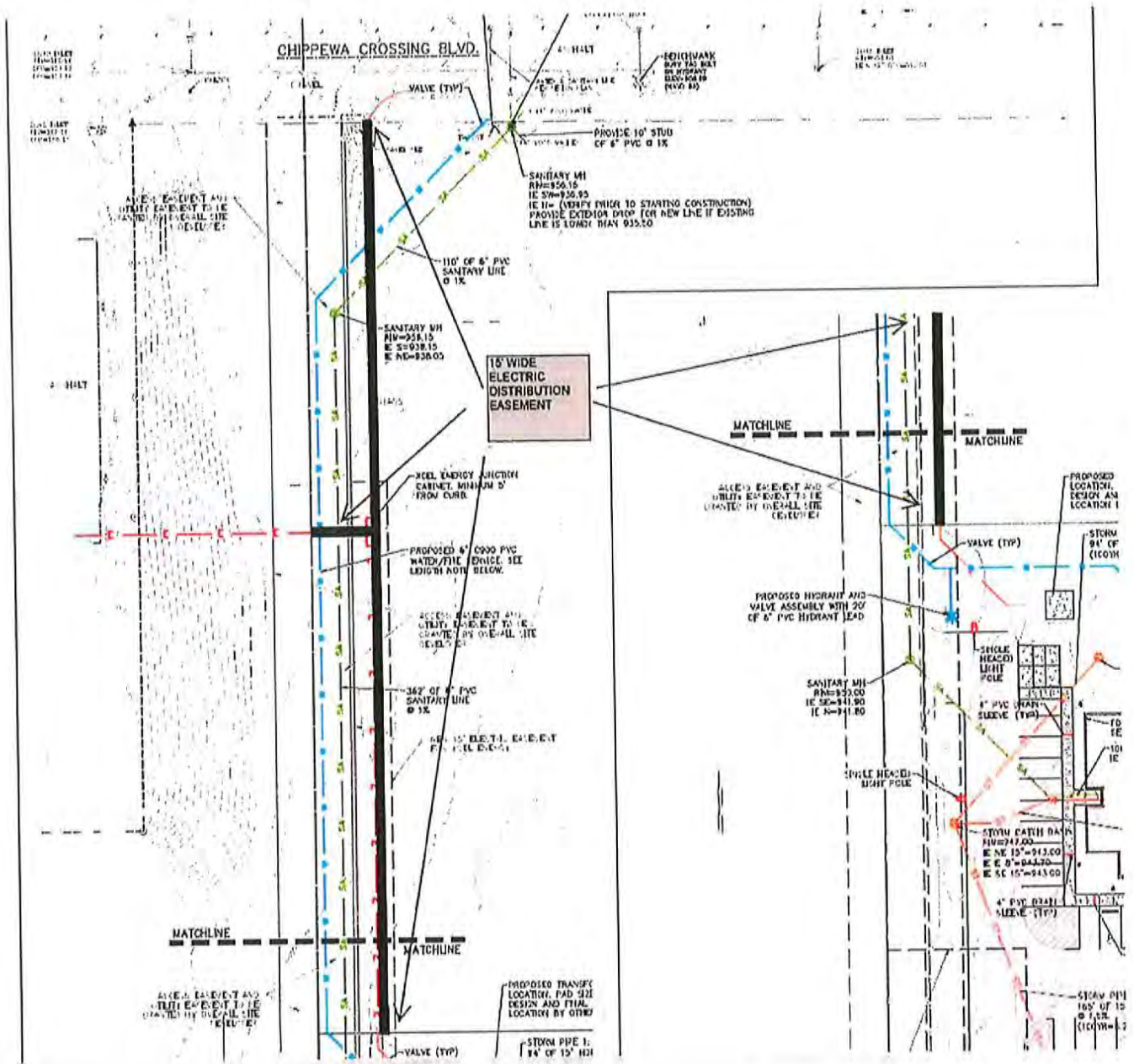
Name: ANNE M. WHITE

Notary Public, State of Wisconsin

My commission expires: 10/20/2024

This instrument drafted by: Dawn Schultz, an employee of Xcel Energy Services Inc.

Exhibit A



Document Number

Document Name

PRIVATE UTILITY EASEMENT
AGREEMENT

Recording Area

Name and Return Address

Wangard Partners, Inc.
1200 N. Mayfair Road, Suite 410
Milwaukee, Wisconsin 53226
Attn: Legal

22808-0932-75713002

Parcel Identification Number (PIN)

THIS PRIVATE UTILITY EASEMENT AGREEMENT (the "Agreement") is made as of this 10 day of May, 2023, by and between CHIPPEWA CROSSING PARTNERS, LLC, a Wisconsin limited liability company, SMW CHIPPEWA FALLS, LLC, a Wisconsin limited liability company, WW CHIPPEWA FALLS, LLC, a Wisconsin limited liability company, and TD CHIPPEWA FALLS, LLC, a Wisconsin limited liability company (collectively, the "Grantor") and CHIP-WA HOTEL GROUP, LLC, a Wisconsin limited liability company (the "Grantee").

RECITALS:

A. The Grantor is the fee holder of certain real property in the City of Chippewa Falls, Chippewa County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the "Grantor Property").

B. The Grantee is the fee holder of certain real property in the City of Chippewa Falls, Chippewa County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit B (the "Grantee Property").

C. For the benefit of the Grantee Property, Grantee has requested that the Grantor grant a permanent non-exclusive easement for the construction, reconstruction, maintenance, operation and supplement of wet utility facilities within certain portions of the Grantor Property (the "Easement") as such portions are described on the attached and incorporated Exhibit C (the "Utility Easement Area") along with a temporary non-exclusive construction easement (the "Temporary Construction Easement") described below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement. The Grantor grants to the Grantee, and its agents and licensees, a perpetual non-exclusive easement and right-of-way to construct, reconstruct, maintain, operate, and supplement, wet utility facilities consisting of a 6 inch sanitary sewer line and a 6 inch water line and other related fixtures, equipment, and appurtenances that may from time to time be required, with the right of ingress and egress for the purpose of this grant, over and under the Utility Easement Area. All improvements shall be located below grade. The Grantee agrees to complete the initial construction of all such improvements no later than December 31, 2023 (the "Final Completion Date").

2. Temporary Construction Easement. During the period of construction or installation of improvements within the Utility Easement Area, the Grantee shall have a Temporary Construction Easement over those portions of the Grantor Property located within fifteen (15) feet of each side of the Utility Easement Area that is within the Grantor Property for the purpose of transporting equipment and materials in connection with the construction or installation of

improvements within the Utility Easement Area. The Temporary Construction Easement shall expire on the earlier to occur of (a) completion of installation as contemplated in Section 1, above, or (b) the Final Completion Date as specified in Section 1, above. Grantee acknowledges that utility and access road installations by other parties may be occurring on lands adjacent to the Utility Easement Area simultaneously with Grantee's construction and installation within the Utility Easement Area. Grantee shall have the sole responsibility to coordinate its construction and installation schedule with these other parties.

3. Indemnification. The Grantee shall indemnify the Grantor from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the Grantee's activities conducted on the Grantor Property, regardless of the cause of the injury, except to the extent caused by the gross negligence or misconduct of the Grantor or its agents or employees.

4. Consistent Uses Allowed. The Grantor reserves the right to use the Utility Easement Area and the Grantor Property for purposes that will not interfere with the Grantee's full enjoyment of the Easement rights granted in this Agreement. Nothing contained herein shall prevent the Grantor from performing construction activities related to the further development of the Grantor Property including finish grading, landscaping, and placement of asphalt and concrete surfaces and curbs over or within the Utility Easement Area.

5. Restoration of Surface. The Grantee shall restore the surface disturbed by any construction or maintenance of any equipment located within the Utility Easement Area or the due to Grantee's use of the Temporary Construction Easement, to its condition before the disturbance.

6. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and the Grantee and their respective successors and assigns. The party named as Grantor in this Agreement and any successor or assign to the Grantor as fee simple owner of the Grantor Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Grantor Property.

7. Non-Use. Non-use or limited use of the Easement or Temporary Construction Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement or Temporary Construction Easement rights to the fullest extent authorized in this Agreement.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Chippewa County, Wisconsin.

10. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

11. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

12. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

13. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.


14. No Public Dedication. Nothing in this Agreement shall be deemed a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever.

(Signatures appear on following pages.)

GRANTOR SIGNATURE PAGE FOR PRIVATE UTILITY EASEMENT

GRANTOR:

CHIPPEWA CROSSING PARTNERS, LLC, a
Wisconsin limited liability company

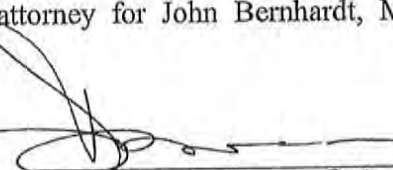
By: 
Deborah A. Bernhardt
Power-of-Attorney for John L. Bernhardt, *Manager*

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

This instrument was acknowledged before me on May 8th, 2023 by Deborah A. Bernhardt in her capacity as power-of-attorney for John Bernhardt, Manager of Chippewa Crossing Partners, LLC.




Name: Devon M. Pittman
Notary Public, State of Wisconsin
My commission expires: 12/31/2025

GRANTOR SIGNATURE PAGE FOR PRIVATE UTILITY EASEMENT

GRANTOR:

SMW CHIPPEWA FALLS, LLC, a Wisconsin limited liability company

By: [Signature]
Stewart M. Wangard, Sole Member

TD CHIPPEWA FALLS, LLC, a Wisconsin limited liability company

By: [Signature]
Stewart M. Wangard, Sole Member

WW CHIPPEWA FALLS, LLC, a Wisconsin limited liability company

By: [Signature]
Stewart M. Wangard, Sole Member

ACKNOWLEDGMENTS

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

This instrument was acknowledged before me on May 9, 2023 by Stewart M. Wangard, the Sole Member of SMW Chippewa Falls, LLC, TD Chippewa Falls, LLC, and WW Chippewa Falls, LLC.



Anne M. White
Name: ANNE M. WHITE
Notary Public, State of Wisconsin
My commission expires: 6/26/2024

GRANTEE SIGNATURE PAGE FOR PRIVATE UTILITY EASEMENT

GRANTEE:

CHIP-WA HOTEL GROUP, LLC
a Wisconsin limited liability company

By: Kim C. Wogernese
Kim Wogernese, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN Flor. da
COUNTY OF Orange

This instrument was acknowledged before me on May 9th, 2023 by Kim Wogernese,
Managing Member of Chip-Wa Hotel Group, LLC.



Adam Rachlele
Name: Adam Rachlele
Notary Public, State of Wisconsin
My commission expires: 12/22/2023

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage against the Property, consents to the grant of the easement and temporary construction easement set forth above and agrees that its interest in the Property shall be subject to the easement.

Dated: May 5th, 2023

SPRING BANK

By: Glenn A. Michael
Glenn Michaelsen, Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF WAUKESHA

This instrument was acknowledged before me on May 5th, 2023 by Glenn Michaelsen, the Senior Vice President of Spring Bank.



Anne M. White
Name: ANNE M. WHITE
Notary Public, State of Wisconsin
My commission expires: 06/20/2024

This document was drafted by:

Timothy J. Voeller, Esq.
Wangard Partners, Inc.
1200 N Mayfair Road, Suite 410
Milwaukee, Wisconsin 53226

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

Lot 2 of Certified Survey Map No. 5713 recorded as Document No. 940007 in Volume 28 of Certified Survey Maps, Pages 211-215 on March 23, 2023, in the Chippewa County Register of Deeds being a part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.

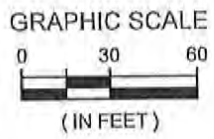
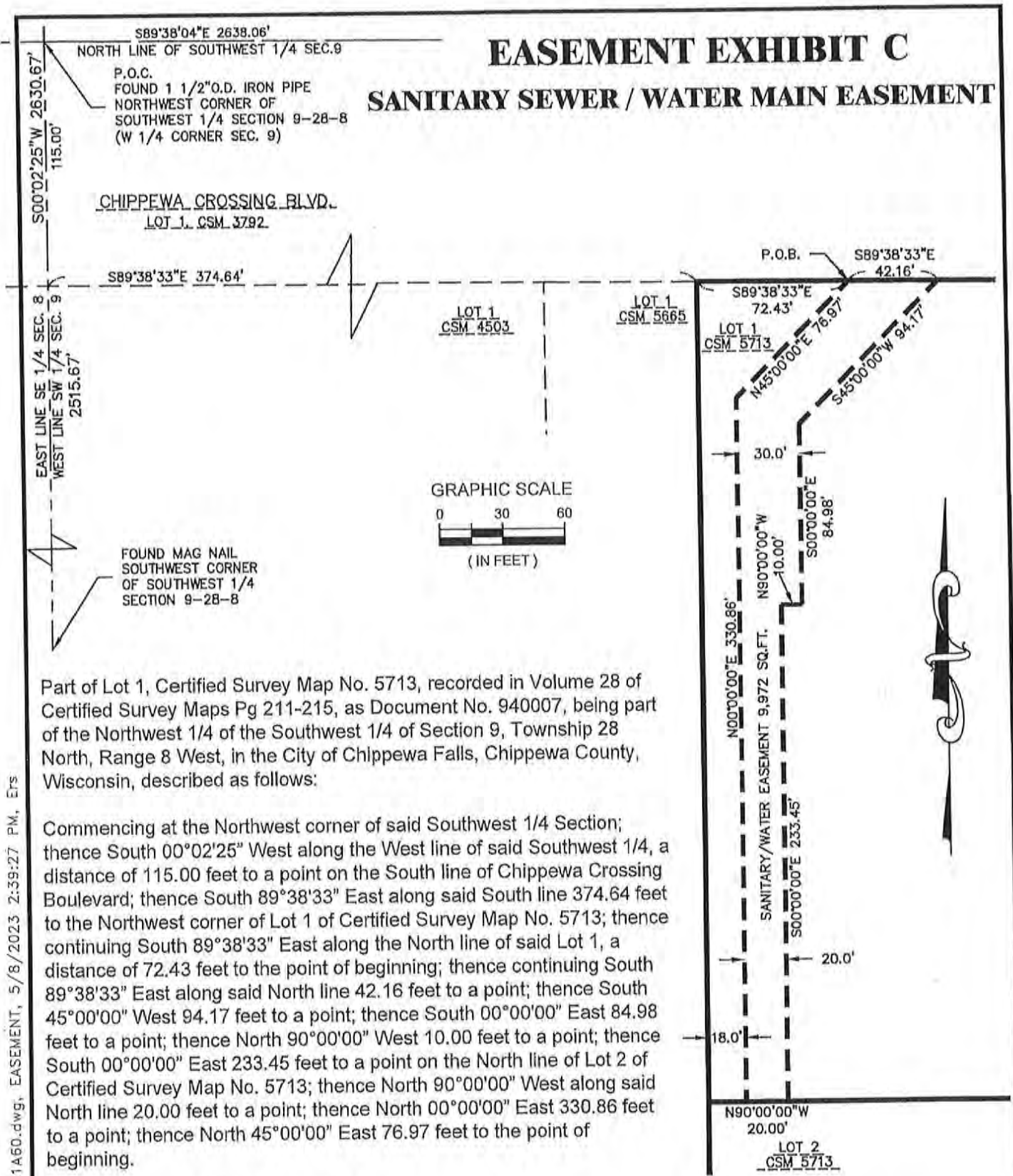
EXHIBIT B

LEGAL DESCRIPTION OF GRANTOR PROPERTY

Lot 1 of Certified Survey Map No. 5713 recorded as Document No. 940007 in Volume 28 of Certified Survey Maps, Pages 211-215 on March 23, 2023, in the Chippewa County Register of Deeds being a part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.

EASEMENT EXHIBIT C

SANITARY SEWER / WATER MAIN EASEMENT



Part of Lot 1, Certified Survey Map No. 5713, recorded in Volume 28 of Certified Survey Maps Pg 211-215, as Document No. 940007, being part of the Northwest 1/4 of the Southwest 1/4 of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Southwest 1/4 Section; thence South 00°02'25" West along the West line of said Southwest 1/4, a distance of 115.00 feet to a point on the South line of Chippewa Crossing Boulevard; thence South 89°38'33" East along said South line 374.64 feet to the Northwest corner of Lot 1 of Certified Survey Map No. 5713; thence continuing South 89°38'33" East along the North line of said Lot 1, a distance of 72.43 feet to the point of beginning; thence continuing South 89°38'33" East along said North line 42.16 feet to a point; thence South 45°00'00" West 94.17 feet to a point; thence South 00°00'00" East 84.98 feet to a point; thence North 90°00'00" West 10.00 feet to a point; thence South 00°00'00" East 233.45 feet to a point on the North line of Lot 2 of Certified Survey Map No. 5713; thence North 90°00'00" West along said North line 20.00 feet to a point; thence North 00°00'00" East 330.86 feet to a point; thence North 45°00'00" East 76.97 feet to the point of beginning.

Said lands containing 9,972 square feet.

Date: May 8, 2023
Drawing No: 164704-KAC

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

S:\5164704\dwg\EX2201A60.dwg, EASEMENT, 5/8/2023 2:39:27 PM, ERS



DocId: 8537161
Tx: 4404329

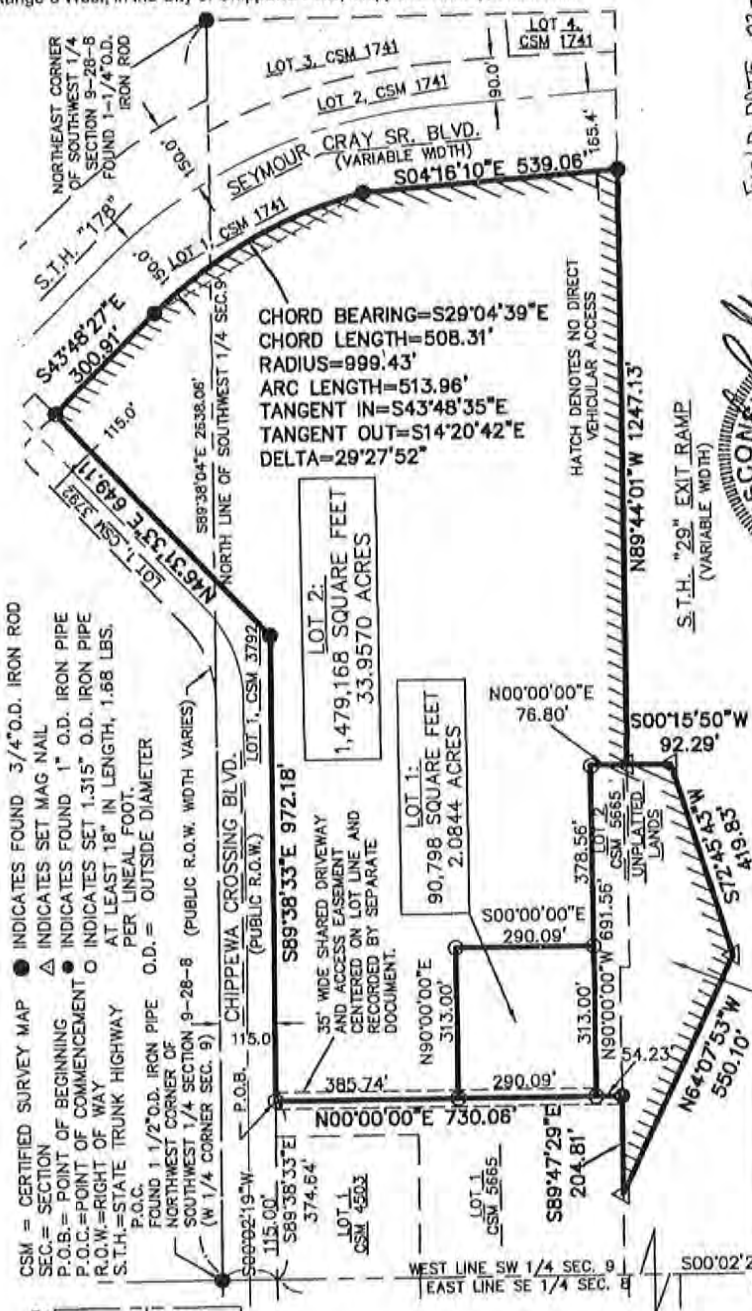
940007

RECORDED ON
03/23/2023 02:05 PM
MELANIE K. MCMANUS
REGISTER OF DEEDS
REC FEE: 30.00
TRANSFER FEE:
FEE EXEMPT:
CHIPPEWA COUNTY, WI
PAGES: 5

Recorded in Vol 28 of Certified Survey Maps Pg 211-215
CERTIFIED SURVEY MAP NO. 5713

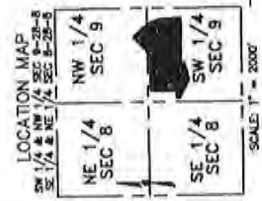
A redivision of Lot 2 of Certified Survey Map No. 5665, recorded in Volume 28 of CSM's on page 97-104 as Document number 937098, and lands being part of the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.

FIELD DATE 02-21-2023
CJH 03-03-23



ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDRETH OF A FOOT. ALL BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 9, T28N, R8W, IN THE CITY OF CHIPPEWA, CHIPPEWA COUNTY, WISCONSIN WHICH BEARS SOUTH 00°02'25" WEST. WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

CSM = CERTIFIED SURVEY MAP
SEC = SECTION
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R.O.W. = RIGHT OF WAY
S.T.H. = STATE TRUNK HIGHWAY
P.O.C. = POINT OF COMMENCEMENT
FOUND 1 1/2" O.D. IRON PIPE
NORTHWEST CORNER OF
SOUTHWEST 1/4 SECTION 9-28-8
(W 1/4 CORNER SEC. 9)
CHIPPEWA CROSSING BLVD.
(PUBLIC R.O.W.)
LOT 1, CSM 3792
S89°38'33"E 972.18'
35' WIDE SHARED DRIVEWAY
AND ACCESS EASEMENT
CENTERED ON LOT LINE AND
RECORDED BY SEPARATE
DOCUMENT.
LOT 1:
90,798 SQUARE FEET
2.0844 ACRES
LOT 2:
1,479,168 SQUARE FEET
33.9570 ACRES
LOT 3:
90,798 SQUARE FEET
2.0844 ACRES
LOT 4:
90,798 SQUARE FEET
2.0844 ACRES
OUTLOT 1:
167,635 SQUARE FEET
3.8484 ACRES



SCALE 1" = 200'



raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bismarck Road
Brookfield, WI 53005-5938
(262) 791-1000
rasmith.com

S:\5164704\dwg\CS721L.dwg \ SHEET 1

Pg. 211 Sheet 1 of 5 Sheets

CERTIFIED SURVEY MAP NO. 5713

A redivision of Lot 2 of Certified Survey Map No. 5665, recorded in Volume 28 of CSM's on page 97-104 as Document number 937098, and lands being part of the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
 :SS
WAUKESHA COUNTY }

I, ERIC R. STURM, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a redivision of Lot 2 of Certified Survey Map No. 5665, recorded in Volume 28 of CSM's on page 97-104 as Document number 937098, and lands being part of the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin, which is bounded and described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 9; thence South 00°02'19" West along the West line of said Southwest 1/4 Section 115.00 feet to a point on the South line of Chippewa Crossing Boulevard; thence South 89°38'33" East along said South line 374.64 feet to the point of beginning; thence South 89°38'33" East along said South line 972.18 feet to a point; thence North 46°31'33" East along said South line 649.11 feet to a point on the West line of Seymour Cray Sr. Boulevard (also known as S.T.H. "178"); thence South 43°48'27" East along said West line and the West line of Lot 1 of Certified Survey Map No. 1741, a distance of 300.91 feet to a point; thence Southeasterly 513.96 feet along the arc of a curve, whose center lies to the West, whose radius is 999.43 feet, and whose chord bears South 29°04'39" East 508.31 feet to a point; thence South 04°16'10" East along said West line 539.06 feet to a point on the North line of S.T.H. "29" Exit Ramp; thence North 89°44'01" West along said North line 1247.13 feet to a point; thence South 00°15'50" West 92.29 feet to a point; thence South 72°45'43" West 419.83 feet to a point; thence North 64°07'53" West 550.10 feet to a point on the South line of Lot 1 of Certified Survey Map No. 5665; thence South 89°47'29" East along said South line 204.81 feet to the Southeast corner of said Lot 1; thence North 00°00'00" East along the East line of said Lot 1, a distance of 730.06 feet to the point of beginning.

Said lands containing 1,737,601 square feet or 39.8898 acres.

THAT I have made the survey, land division and map by the direction of SMW Chippewa Falls, LLC, TD Chippewa Falls, LLC, WW Chippewa Falls, LLC, and Chippewa Crossing Partners, LLC, owners.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT this survey was prepared under my supervision and is correct to the best of my professional knowledge and belief and complies with Chapter AE-7 of the Wisconsin Administrative Code.

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and Chapter 14 of the City of Chippewa Falls Municipal Code in surveying, dividing and mapping the same.

DATE SEPTEMBER 23, 2022
REVISED
JANUARY 24, 2023
MARCH 10, 2023



Eric R. Sturm (SEAL)
ERIC R. STURM
PROFESSIONAL LAND SURVEYOR S-2309

CERTIFIED SURVEY MAP NO. 5713

A redivision of Lot 2 of Certified Survey Map No. 5665, recorded in Volume 28 of CSM's on page 97-104 as Document number 937098, and lands being part of the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE

SPRING BANK, a WISCONSIN CORPORATION, mortgagee of that portion of the above-described land identified in this Certified Survey Map, does hereby consent to the surveying, dividing and mapping of the land described in the foregoing affidavit of ERIC R. STURM, Surveyor, and does hereby consent to the certificate of said owner.

In witness whereof, the said SPRING BANK, has caused these presents to be signed by GLENN MICHAELSEN, its SR. VICE PRESIDENT and by _____, its _____, at BROOKFIELD, WI, and its corporate seal to be hereunto affixed.

this 17 day of MARCH, 2023.

Glenn Michael

STATE OF WISCONSIN
COUNTY OF WAUKESHA :SS

PERSONALLY came before me this 17th day of MARCH, 2023, GLENN MICHAELSEN, SR. VICE PRESIDENT and _____ of the _____ (name) (title) (name) (title)

above named organization, to me known as the person(s) who executed the foregoing instrument, and to me known to be the SR. VP and the _____ of the organization, and acknowledged that they executed the foregoing instrument as such officer(s) as the deed of the organization, by its authority.



Anne M. White (SEAL)
Notary Public, State of WISCONSIN
My commission expires 10/24/2024



SEPT. 23, 2022
REVISED JAN. 24, 2023, MARCH 10, 2023
THIS INSTRUMENT WAS DRAFTED BY ERIC R. STURM,
PROFESSIONAL LAND SURVEYOR S-2309

941073

RECORDED ON
05/08/2023 02:48 PM
MELANIE K. MCMANUS
REGISTER OF DEEDS
REC FEE: 30.00
TRANSFER FEE:
FEE EXEMPT:
CHIPPEWA COUNTY, WI
PAGES: 24

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

Document Number

CROSS ACCESS EASEMENT

Name and Return Address:

Thomas E. Reinhart
P.O. Box 2107
La Crosse, WI 54602-2107

Part of 22808-0841-75665001 and
Part of 22808-0841-75665002

Parcel Identification Number (PIN)

CROSS ACCESS EASEMENT AGREEMENT

THIS CROSS ACCESS EASEMENT AGREEMENT ("Agreement"), dated May 3, 2023, by and between Kwik Trip, Inc., a Wisconsin corporation ("Kwik Trip"), Chippewa Crossing Partners, LLC, a Wisconsin limited liability company, SMW Chippewa Falls, LLC, a Wisconsin limited liability company, WW Chippewa Falls, LLC, a Wisconsin limited liability company, and TD Chippewa Falls, LLC, a Wisconsin limited liability company (collectively "Wangard") and the City of Chippewa Falls, a Wisconsin municipal corporation ("City") for the purpose of ingress/egress. Kwik Trip and Wangard are individually referred to herein as a "Party" and collectively referred to herein as the "Parties". The following statements are a material part of this Agreement.

- A. Kwik Trip owns the real estate described on the attached Exhibit A ("Kwik Trip Property");
- B. Wangard owns the real estate described on the attached Exhibit B as Wangard Lot 1 and the real estate described on the attached Exhibit B as Wangard Lot 2 (collectively "Wangard Property");
- C. Kwik Trip is willing to grant Wangard, for the benefit of the Wangard Property, and the City easement rights of ingress and egress over that certain portion of the Kwik Trip Property legally described and shown on the attached Exhibit C ("Kwik Trip Easement Property"), pursuant to the terms and conditions contained in this Agreement; and
- D. Wangard is willing to grant Kwik Trip, for the benefit of the Kwik Trip Property, and the City easement rights of ingress and egress over that certain portion of the Wangard Property legally described and shown on the attached Exhibit D-1 and D-2 ("Wangard Easement Property" and collectively with the Kwik Trip Easement Property, the "Easement Property"), pursuant to the terms and condition contained in this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements and covenants are made:

INGRESS AND EGRESS EASEMENT

Kwik Trip grants and conveys to Wangard, for the benefit of the Wangard Property and the Kwik Trip Property, a permanent non-exclusive easement for vehicular and pedestrian ingress and egress to and from the Wangard Property, over, upon and across the Kwik Trip Easement Property by the owner(s) of the Wangard Property, its occupants, employees, agents, guests and invitees (the "Wangard Users"). Such use by the Wangard Users of the Kwik Trip Easement Property shall not unreasonably interfere with Kwik Trip's use and enjoyment of the Kwik Trip Property, including the Kwik Trip Easement Property.

Wangard grants and conveys to Kwik Trip, for the benefit of the Kwik Trip Property and the Wangard Property, a permanent non-exclusive easement for vehicular and pedestrian ingress and egress to and from the Kwik Trip Property, over, upon and across the Wangard Easement Property by the owner(s) of the Kwik Trip Property, its occupants, employees, agents, guests and invitees (the "Kwik Trip Users"). Such use by the Kwik Trip Users of the Wangard Easement Property shall not unreasonably interfere with Wangard's use and enjoyment of the Wangard Property, including the Wangard Easement Property.

Kwik Trip and Wangard grant and convey to the City, for the benefit of the City, a permanent non-exclusive easement for access to the storm pond located within the parcel known as Outlot 1 of CSM 5713 over, upon and across the Kwik Trip Easement Property and the Wangard Easement Property.

CONSTRUCTION AND MAINTENANCE OF THE EASEMENT PROPERTY

Kwik Trip shall construct an access road six hundred thirty-two feet and six and one-half inches (632' 6 1/2") long and thirty-five feet (35') wide within the Easement Property ("Access Road") as depicted

on the attached Exhibit E, which construction shall include the installation of any lighting to illuminate the Easement Property and any sidewalks required by the Municipality, on or before November 1, 2023. The owner(s) of the Wangard Property shall reimburse Kwik Trip 40% of the actual costs incurred by Kwik Trip in the construction of the Access Road (the "Easement Property Construction Costs"). Within thirty (30) days of the date upon which the owner(s) of the Wangard Property receive (i) an invoice (the "Easement Property Invoice") setting forth the Easement Property Construction Costs and the 40% share thereof allocable to the owner(s) of the Wangard Property and (ii) reasonable supporting documentation of the Easement Property Construction Costs, the owner (s) of the Wangard Property shall pay the Easement Property Invoice. Kwik Trip shall be responsible for the on-going maintenance, repair and replacement of the Access Road and Easement Property and shall pay the costs of such on-going maintenance, repair and replacement, with 40% of the costs of such on-going maintenance, repair and replacement payable by the owner(s) of the Wangard Property within thirty (30) days of delivery of an invoice displaying the 40% share thereof allocable to the Wangard Property and reasonable substantiating documentation for the reimbursable amount being invoiced. Kwik Trip shall be responsible for 60% of the on-going maintenance, repair and replacement of the Access Road and the Easement Property. In the event the Wangard Property is further subdivided, the costs of on-going maintenance, repair and replacement allocable to the owner(s) of the Wangard Property shall be split pro rata based on acreage among the new lots created by the subdivision of the Wangard Property. In the event the Kwik Trip Property is further subdivided, the costs of on-going maintenance, repair and replacement allocable to the owner(s) of the Kwik Trip Property shall be split pro rata based on acreage among the new lots created by the subdivision of the Kwik Trip Property.

INDEMNITY

Each Party (the "Indemnifying Party") shall indemnify and defend and hold harmless the other Party (the "Indemnified Party"), their officers, agents, invitees and employees (collectively, the "Indemnified Parties") from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, that are suffered or incurred stemming from any accidents, injuries, loss, or damage of or to any person or property related to or arising from the negligent, intentional or willful acts or omissions of the Indemnifying Party or its affiliates, officers, directors, partners, members, agents, employees, residents, occupants, tenants, invitees, and assigns pertaining to this Agreement, provided, however, that such indemnity shall not apply to the extent such claims, liabilities and expenses result from the negligence or willful misconduct of the Indemnified Party or any of the Indemnified Parties or such indemnity is prohibited by Wisconsin law.

INSURANCE

Each Party shall maintain commercial public liability insurance with commercially reasonable limits, but in no event less than one Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Each Party shall provide a certificate of insurance evidencing such insurance to the other Party upon request.

WARRANTIES OF TITLE

Kwik Trip warrants that it has good and indefeasible fee simple title to the Kwik Trip Property; that Kwik Trip has the full right and lawful authority to grant the easement described herein upon the Kwik Trip Easement Property; and that the City, Wangard and its successors, shall and may peaceably have, hold and, along with the Wangard Users, enjoy said easement.

Wangard warrants that it has good and indefeasible fee simple title to the Wangard Property; that Wangard has the full right and lawful authority to grant the easement described herein upon the Wangard Easement Property; and that the City, Kwik Trip and its successors, shall and may peaceably have, hold and, along with the Kwik Trip Users, enjoy said easement.

RUNNING OF BENEFITS

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the owners of their respective properties.

LIMITS ON USE

The Parties and the City shall not make any use of or suffer anything to be done to the Kwik Trip Easement Property and the Wangard Easement Property that: (i) blocks or obstructs access to and from either the Kwik Trip Property or the Wangard Property, or any public right-of-ways; (ii) interferes with the use and enjoyment of the Kwik Trip Easement Property and the Wangard Easement Property by the other Party and/or its agents, contractors, subcontractors, invitees, or employees; (iii) limits the size of the Kwik Trip Easement Property and the Wangard Easement Property; or (iv) is in any manner inconsistent with the purposes of this Agreement.

CONSTRUCTION LIENS

Neither of the Parties shall create, incur, impose, permit, or suffer to exist any lien or other obligation against the other party's property by reason of any improvement or repair made with the Kwik Trip Easement Property or the Wangard Easement Property. At its expense, the lien-creating property owner shall cause to be discharged, within thirty (30) days of filing thereof, any construction lien claim filed against the other property for work claimed to have been done for, or materials claimed to have been furnished to or on behalf of the lien-creating property owner; provided, however, that in the event of a good faith dispute by the lien-creating property owner, the lien-creating property owner shall have the right, in lieu of discharging said lien, to furnish a bond indemnifying the other property owner against loss by reason of such lien.

NO PUBLIC DEDICATION

Nothing contained in this Easement shall, or shall be deemed to, constitute a gift or dedication of any portion of the Kwik Trip Easement Property or the Wangard Easement Property to the general public or for the benefit of the general public or for any public purpose whatsoever except for the access easement granted to the City herein, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.

LIABILITY

The Parties and each of their successors and assigns as fee simple owners of any of the Kwik Trip Property or Wangard Property, respectively, shall cease to have further liability under this Agreement with respect to facts and circumstances first arising after such Party has transferred its fee simple interest in the particular parcel.

AMENDMENT OR TERMINATION

This Easement may be amended or terminated by a document executed by all owners of each parcel affected hereby, or their successors or assigns, as the case may be, and the consent of no other party shall be required. Any such document shall be duly recorded in the office of the Register of Deed of Chippewa County, Wisconsin.

DEFAULT AND ENFORCEMENT

If any Party fails or neglects to perform any obligations required by this Agreement, then any Party impacted by such failure or neglect may deliver written notice demanding compliance. If the defaulting Party fails to comply within thirty (30) days of receiving notice, or if an obligation cannot reasonably be performed within thirty (30) days, fails to commence compliance with the obligation within thirty (30) days

of receiving notice, then the other Party shall have the right to enforce this Agreement by proceedings at law or in equity, and shall be entitled to damages, injunctive relief or any other remedy available at law or in equity. In addition, any non-defaulting Party, at the sole cost and expense of the defaulting Party, may, but shall not be obligated to, undertake the obligations that the defaulting Party has failed to perform, and the defaulting Party shall, within fifteen (15) days of receipt of a written request (including an invoice(s) reasonably detailing the work performed), pay one hundred percent (100%) of any and all costs incurred by said non-defaulting Party. Nothing in this Section shall prevent a defaulting Party from recouping reimbursement as may otherwise be permitted under this Agreement from the other Party (including the non-defaulting Party) for costs paid by the defaulting Party to the non-defaulting Party pursuant to the foregoing sentence. If a lawsuit or other cause of action is brought to enforce this Agreement, the prevailing Party(ies) shall be entitled to recover its costs and expenses in bringing or defending against the action, including reasonable attorney's fees, from the non-prevailing Party(ies).

SEVERABILITY

If any portion or provision of this Agreement or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Agreement shall be valid, and enforced, to the fullest extent permitted by law.

WAIVERS

Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. No delay or omission in exercising any right or power accruing upon any default, non-compliance or failure of performance under this Agreement shall be construed to be a waiver thereof. A waiver of any obligation under this Agreement shall be in writing by the waiving Party and shall not be construed to be a waiver of any subsequent breach or a breach of any other terms, covenants or conditions of this Agreement.

NOTICES

All notices and communications to be given under this Agreement by any Party to any other Party shall be in writing and shall be sent, postage prepaid, by certified or registered mail, return receipt requested, and shall be deemed given two days after being postmarked. In the alternative, such notices may be delivered personally or transmitted by an overnight delivery service. Notices shall be given to the owner of a Property subject to this Agreement at the address shown in the records of the City of Chippewa Falls Property Tax Assessor for delivery of property tax notices to such owner.

NO MERGER

There shall be no merger or termination of any of the easements granted herein by reason of the fact that the same person or entity may hold, own, or acquire more than one of the properties subject to this Agreement.

[Signature Pages Follow]

CHIPPEWA CROSSING PARTNER, LLC

By: [Signature]

Its: SOLE MEMBER John Bernhardt

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss.

This instrument was acknowledged before me on April 6th, 2023 by JOHN BERNHARDT the SOLE MEMBER of Chippewa Crossing Partner, LLC, a Wisconsin limited liability company.



Anne M. White
Notary Public, State of WISCONSIN
My Commission: expires 6/24/2024

SMW CHIPPEWA FALLS, LLC

By: [Signature]

Its: SOLE MEMBER
Stewart M. Wanguard

STATE OF WISCONSIN
COUNTY OF MILWAUKEE) ss.

This Instrument was acknowledged before me on April 6th, 2023 by STEWART M. WANGUARD
the SOLE MEMBER of SMW Chippewa Falls, LLC, a Wisconsin limited liability company.



Anne M. White

Notary Public, State of WISCONSIN
My Commission: expires 4/20/2024

WW CHIPPEWA FALLS, LLC

By: 

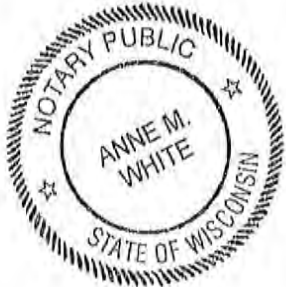
Its: SOLE MEMBER
Stewart M. Wargard

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE

This instrument was acknowledged before me on April 6th, 2023 by STEWART M. WARGARD
the SOLE MEMBER of WW Chippewa Falls, LLC, a Wisconsin limited liability company.

Anne M. White

Notary Public, State of WISCONSIN
My Commission: expires 4/24/2024



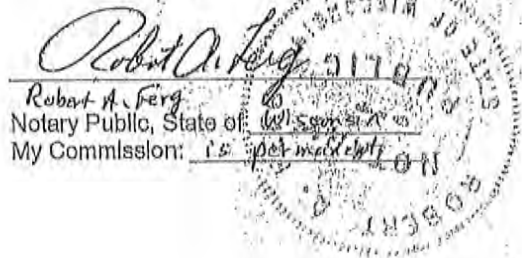
CITY OF CHIPPEWA FALLS

By: [Signature]
 Its: Mayor - Gregory S. Hoffman
 By: Bridget Muens
 Its: City Clerk - Bridget Givens

STATE OF Wisconsin }
 COUNTY OF Chippewa } ss.

This instrument was acknowledged before me on May 2, 2023 by Gregory S. Hoffman, the Mayor, and Bridget Givens the City Clerk of the City of Chippewa Falls, a Wisconsin municipal corporation.

[Signature]
 Robert A. Ferg
 Notary Public, State of: Wisconsin
 My Commission: is per mail only



This document was drafted by:
 Thomas E. Reinhart, Attorney at Law
 P. O. Box 2107, La Crosse, WI 54602-2107

JOINDER BY MORTGAGEE
WANGARD

Spring Bank, a Wisconsin banking institution ("Lender") joins in and consents to this Cross Access Easement Agreement between Kwik Trip, Inc., a Wisconsin corporation, Chippewa Crossing Partners, LLC, a Wisconsin limited liability company, SMW Chippewa Falls, LLC, a Wisconsin limited liability company, WW Chippewa Falls, LLC, a Wisconsin limited liability company, and TD Chippewa Falls, LLC, a Wisconsin limited liability company, and Lender does hereby subject and subordinate its rights under any mortgage, assignment and/or other security interest(s) it holds against any part(s) of the Wangard and Additional Wangard Property to the covenants and restrictions set forth in this Cross Access Easement Agreement, to the end that such covenants and restrictions are binding upon Lender's interest in the Wangard Property under and pursuant to any such mortgage, assignment and/or other security interest held by Lender and all present and future holders of Lender's interest in the Wangard Property or any part thereof under and pursuant to any such mortgage, assignment and/or other security interest.

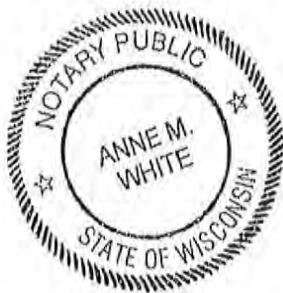
LENDER:

By: Glenn A. Michaelson
His: Senior Vice President
Glenn Michaelson

STATE OF WISCONSIN)
COUNTY OF WAUKESHA)

SS.

Personally came before me this 6th day of April, 2023, the above named GLENN MICHAELSON the SR. VP of, Spring Bank, a WISCONSIN banking institution, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Karen M. White
Notary Public, State of Wisconsin
My Commission: expires 10/20/2024

EXHIBIT A

KWIK TRIP PROPERTY

Lot 1, Chippewa County Certified Survey Map No. 5665 as recorded in Volume 28 of Certified Survey Maps on pages 97-104 as Document No. 937098, City of Chippewa Falls, Chippewa County, Wisconsin.

EXHIBIT B
WANGARD PROPERTY

Wangard Lot 1:

Lots 1 of Certified Survey Map No. 5713 as recorded on March 23, 2023 in Volume 28 of Certified Survey Maps pages 211 – 215 as Document No. 940007 being a redivision of: Part of the NW¼ of the SW¼ of Section 9, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin and Part of Lot 2 Chippewa County Certified Survey Map No. 5665 as recorded in Volume 28 of Certified Survey Maps on pages 97-104 as Document No. 937098, City of Chippewa Falls, Chippewa County, Wisconsin.

Wangard Lot 2:

Lots 2 of Certified Survey Map No. 5713 as recorded on March 23, 2023 in Volume 28 of Certified Survey Maps pages 211 – 215 as Document No. 940007 being a redivision of: Part of the NW¼ of the SW¼ of Section 9, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin and Part of Lot 2 Chippewa County Certified Survey Map No. 5665 as recorded in Volume 28 of Certified Survey Maps on pages 97-104 as Document No. 937098, City of Chippewa Falls, Chippewa County, Wisconsin.

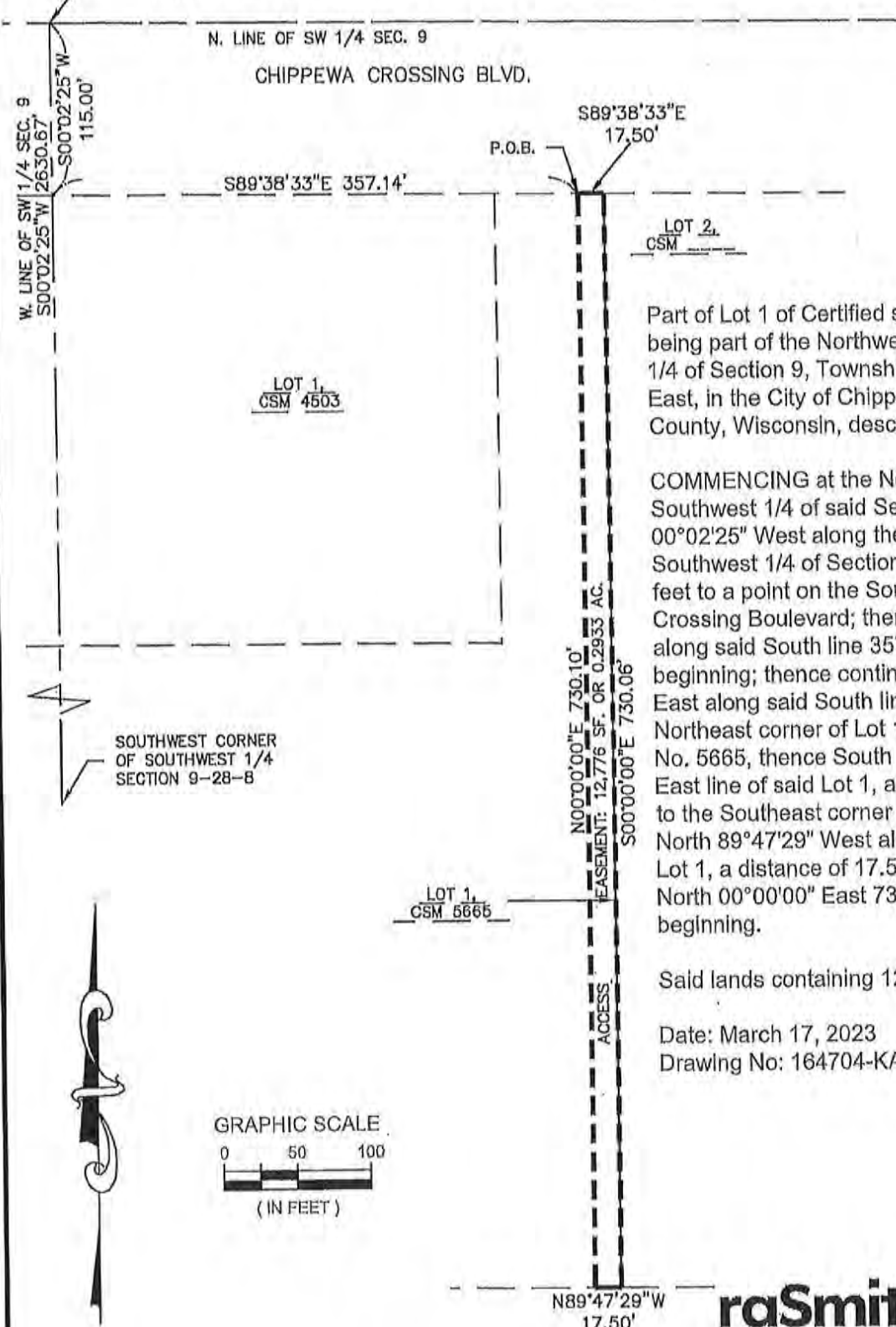
EXHIBIT C
KWIK TRIP EASEMENT PROPERTY

Exhibit C

P.O.C.
NORTHWEST CORNER
OF SOUTHWEST 1/4
SECTION 9-28-8
(W 1/4 CORNER SEC. 9)

EASEMENT EXHIBIT

ACCESS EASEMENT

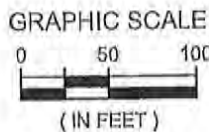


Part of Lot 1 of Certified survey Map No. 5665, being part of the Northwest 1/4 of the Southwest 1/4 of Section 9, Township 28 North, Range 8 East, in the City of Chippewa Falls, Chippewa County, Wisconsin, described as follows:

COMMENCING at the Northwest corner of the Southwest 1/4 of said Section 9; thence South 00°02'25" West along the West line of said Southwest 1/4 of Section 9, a distance of 115.00 feet to a point on the South line of Chippewa Crossing Boulevard; thence South 89°38'33" East along said South line 357.14 feet to the point of beginning; thence continuing South 89°38'33" East along said South line 17.50 feet to the Northeast corner of Lot 1 of Certified Survey Map No. 5665, thence South 00°00'00" East along the East line of said Lot 1, a distance of 730.06 feet to the Southeast corner of said Lot 1; thence North 89°47'29" West along the South line of said Lot 1, a distance of 17.50 feet to a point; thence North 00°00'00" East 730.10 feet to the point of beginning.

Said lands containing 12,776 sq.ft. or 0.2933 ac.

Date: March 17, 2023
Drawing No: 164704-KAC



raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

EXHIBIT D-1
WANGARD EASEMENT PROPERTY

Exhibit D-1

EASEMENT EXHIBIT

ACCESS EASEMENT

P.O.C.
NORTHWEST CORNER
OF SOUTHWEST 1/4
SECTION 9-28-8

N. LINE OF SW 1/4 SEC. 9

CHIPPEWA CROSSING BLVD.

S00°02'25"W 115.00'

S00°02'25"W 2630.67'
WEST LINE OF SE 1/4 SEC. 9-28-8

S89°38'33"E 374.64'

S89°38'33"E 17.50'

P.O.B

LOT 1
CSM 4503

N00°00'00"E
385.74'

ACCESS EASEMENT: 6,749 SF. OR 0.1550 AC.

S00°00'00"E
385.63'

LOT 1
CSM 5865

LOT 2
CSM

N90°00'00"W
17.50'

LOT 1
CSM

SOUTHWEST CORNER
OF SOUTHWEST 1/4
SECTION 9-28-8

GRAPHIC SCALE



(IN FEET)

raSmith

CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000

rasmith.com

SHBET 1 OF 2

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EASEMENT EXHIBIT

ACCESS EASEMENT

Part of Lot 2 of Certified Survey Map No. 5713, being part of the Northwest 1/4 of the Southwest 1/4 of Section 9, Township 28 North, Range 8 East, in the City of Chippewa Falls, Chippewa County, Wisconsin, described as follows:

COMMENCING at the Northwest corner of the Southwest 1/4 of said Section 9; thence South 00°02'25" West along the West line of said Southwest 1/4 of Section 9, a distance of 115.00 feet to a point on the South line Chippewa Crossing Boulevard; thence South 89°38'33" East along said South line 374.64 feet to the Northeast corner of Lot 1 in Certified Survey Map No. 5665 and the point of beginning; thence South 89°38'33" East continuing along said South line 17.50 feet to a point; thence South 00°00'00" East 385.63 feet to a point; thence North 90°00'00" West 17.50 feet to a point on the East line of Lot 1 in Certified Survey Map No. 5665; thence North 00°00'00" East along the aforesaid East line 385.74 feet to the point of beginning.

Said lands containing 6,749 sq.ft. 0.1550 ac.

Date: March 17, 2023

Drawing No: 164704-ers

raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

SHEET 2 OF 2

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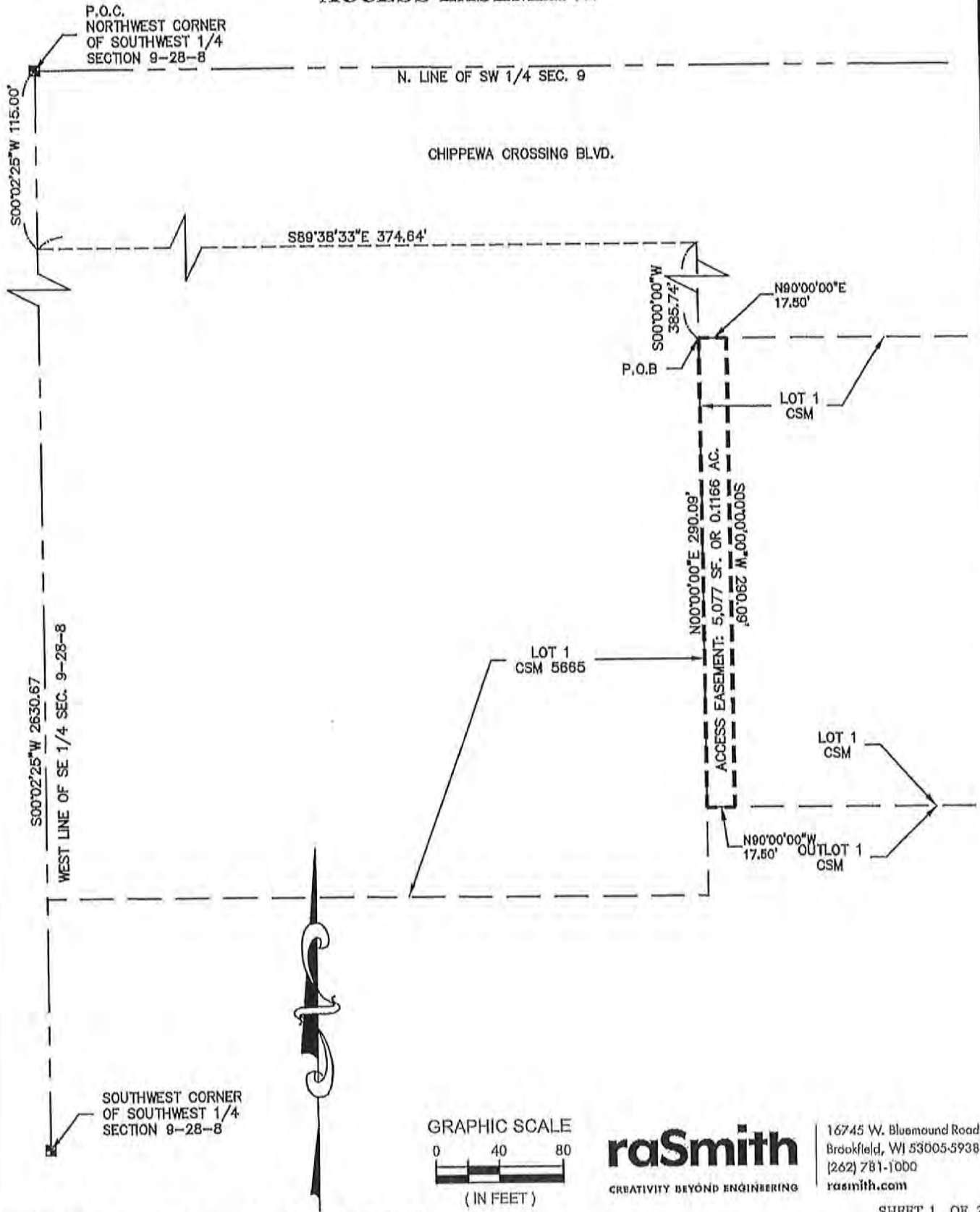
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EXHIBIT D-2
WANGARD EASEMENT PROPERTY

Exhibit D-2

EASEMENT EXHIBIT

ACCESS EASEMENT



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raSmith
 CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
 Brookfield, WI 53005-5938
 (262) 781-1000
 rasmith.com

SHEET 1 OF 2

EASEMENT EXHIBIT

ACCESS EASEMENT

Part of Lot 1 of Certified Survey Map No. 5713, being part of the Northwest 1/4 of the Southwest 1/4 of Section 9, Township 28 North, Range 8 East, in the City of Chippewa Falls, Chippewa County, Wisconsin, described as follows:

COMMENCING at the Northwest corner of the Southwest 1/4 of said Section 9; thence South 00°02'25" West along the West line of said Southwest 1/4 of Section 9, a distance of 115.00 feet to a point on the South line Chippewa Crossing Boulevard; thence South 89°38'33" East along said South line 374.64 feet to the point at the Northeast corner of Lot 1 in Certified Survey Map No. 5665; thence South 00°00'00" West along the East line of the aforesaid Lot 1 for a distance of 385.74 feet to the point of beginning; thence North 90°00'00" East 17.50 feet to a point; thence South 00°00'00" West 290.09 feet to a point; thence North 90°00'00" West 17.50 feet to a point on the East line of Lot 1 in Certified Survey Map No. 5665; thence North 00°00'00" East along the aforesaid East line 290.09 feet to the point of beginning.

Said lands containing 5,077 sq.ft. 0.1166 ac.

Date: March 17, 2023

Drawing No: 164704-ers

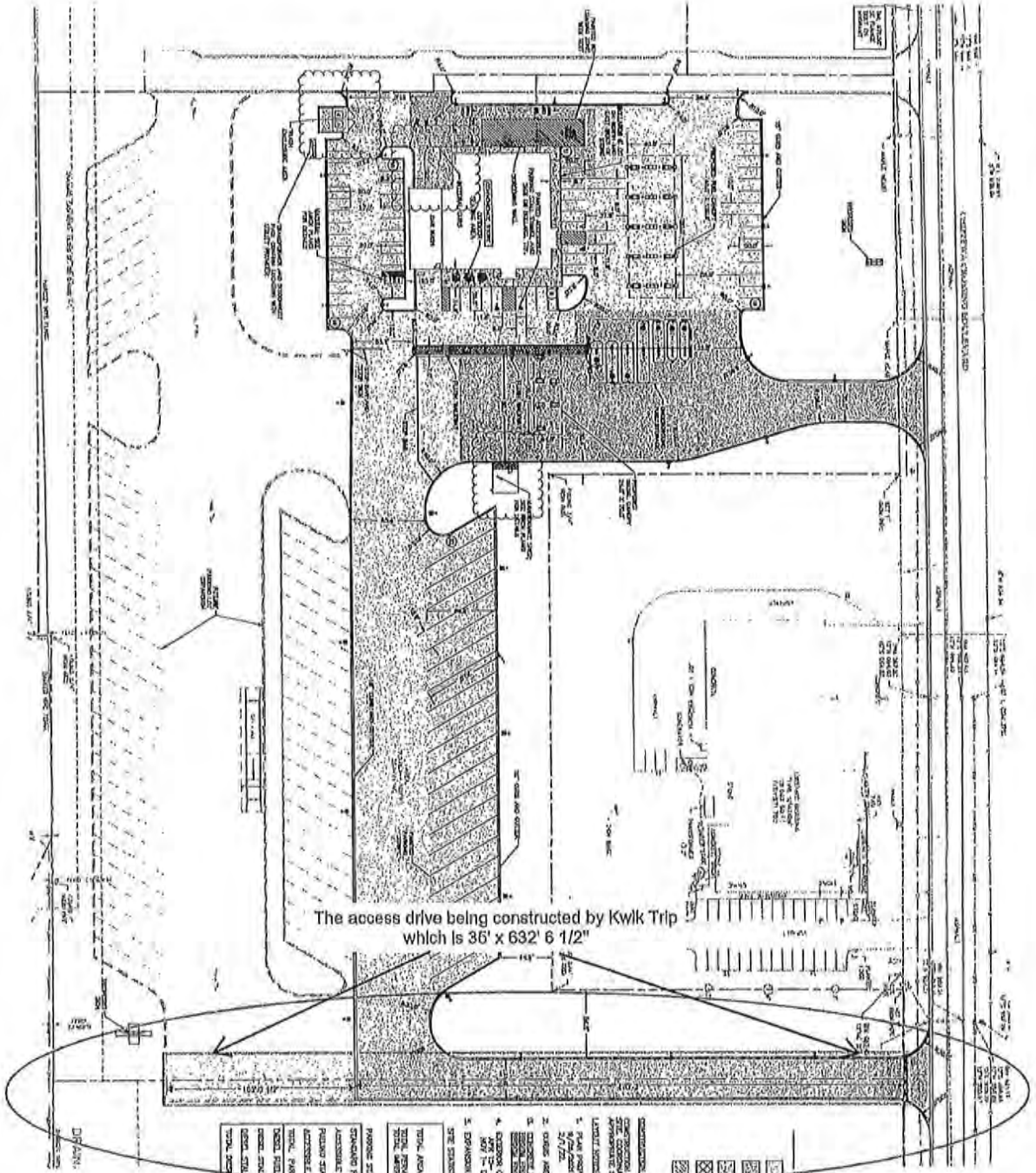
raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

SHEET 2 OF 2

EXHIBIT E
EASEMENT PROPERTY

EXHIBIT E



The access drive being constructed by Kwik Trip which is 36' x 632' 6 1/2"

ITEM	QUANTITY	UNIT	AMOUNT	AMOUNT
TOTAL AREA	462,472	SQ FT	14.17	22.45
TOTAL PAVED	107,428	SQ FT	3.42	5.45
TOTAL IMPROVED	222,615	SQ FT	7.25	11.52

1. CONSTRUCTION SHALL BE PERMITTED AROUND EXISTING CONSTRUCTION AND CONSTRUCTION SHALL BE PERMITTED TO PROCEED AND GATE CLOSED AND CONSTRUCTION SHALL BE PERMITTED TO PROCEED.
2. TOTAL PAVED AREA SHALL BE 107,428 SQ FT.
3. TOTAL IMPROVED AREA SHALL BE 222,615 SQ FT.
4. CONSTRUCTION SHALL BE PERMITTED TO PROCEED AND GATE CLOSED AND CONSTRUCTION SHALL BE PERMITTED TO PROCEED.
5. CONSTRUCTION SHALL BE PERMITTED TO PROCEED AND GATE CLOSED AND CONSTRUCTION SHALL BE PERMITTED TO PROCEED.
6. CONSTRUCTION SHALL BE PERMITTED TO PROCEED AND GATE CLOSED AND CONSTRUCTION SHALL BE PERMITTED TO PROCEED.

LEGEND

- EXISTING DRIVE
- PROPOSED DRIVE
- PROPOSED DRIVE
- PROPOSED DRIVE
- PROPOSED DRIVE
- PROPOSED DRIVE
- PROPOSED DRIVE
- PROPOSED DRIVE

811

Call before you dig

811 is a free service that allows you to locate underground utilities before you dig. Call 811 at least 48 hours before you dig. This service is available in all Wisconsin counties.

<p>Kwik Trip</p> <p>Kwik Star</p>	<p>Kwik Trip, Inc.</p> <p>P.O. BOX 1000</p> <p>LA CROSSE, WI 54601</p> <p>TEL: (608) 785-5400</p> <p>FAX: (608) 785-5400</p>	<p>rosmith</p> <p>Professional Engineers and Surveyors</p> <p>1000 W. MICHIGAN ST.</p> <p>LA CROSSE, WI 54601</p> <p>TEL: (608) 785-5400</p> <p>FAX: (608) 785-5400</p>	<p>SITE PLAN</p> <p>CONVENIENCE STORE #1267 WITH TRUCK STOP & CAT SCALE</p> <p>BUS. 29 & CHIPPEWA CROSSING BLVD CHIPPEWA FALLS, WI</p>
	<p>DATE: _____</p> <p>SCALE: _____</p> <p>BY: _____</p> <p>APP: _____</p> <p>SP1.0</p>		

CHIPPEWA CO. CERTIFIED SURVEY
MAP NO. _____

RECORDED IN VOL. _____ OF THE
CERTIFIED SURVEY MAPS PAGE _____

BEING LOTS 9 AND 10, BLOCK 27, ALLEN'S ADDITION TO
CHIPPEWA FALLS, RECORDED IN VOL. 1 PLATS, P. 20, AS DOC.
NO. 001020, LOCATED IN THE NW 1/4 OF THE NE 1/4,
SECTION 06, T28N, R8W, CITY OF CHIPPEWA FALLS,
CHIPPEWA COUNTY, WISCONSIN
CAD NAME: FISH231

SURVEYOR'S CERTIFICATE

I, JASON R. HIESS, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT BY THE DIRECTION OF ROBERT FISH, I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND PARCEL WHICH IS REPRESENTED BY THIS CERTIFIED SURVEY MAP.

THAT THE EXTERIOR BOUNDARY OF THE LAND SURVEYED AND MAPPED IS AS FOLLOWS: BEING LOTS 9 AND 10, BLOCK 27, ALLEN'S ADDITION TO CHIPPEWA FALLS, RECORDED IN VOLUME 1 PLATS, PAGE 20, AS DOCUMENT NUMBER 001020, LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 06, TOWNSHIP 28 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN. BEING SUBJECT TO EXISTING EASEMENTS.

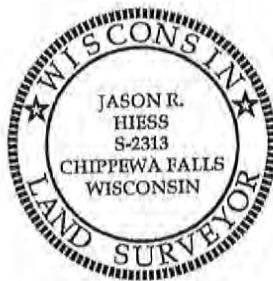
THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND MAPPED.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES, A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE AND THE SUBDIVISION REGULATIONS OF THE CITY OF CHIPPEWA FALLS.

Jason R. Hiess

JASON R. HIESS, P.L.S.

DATED THIS 5TH DAY OF JUNE, 2023.



LEGEND

- -- 1 1/4" O.D. IRON PIPE FOUND
- ⊙ -- 1 1/2" O.D. BRASS PLUG
- △ -- MAG NAIL SET
- -- 1" O.D. X 18" IRON PIPE WEIGHING 1.13 LBS./LINEAL FOOT, SET
- () -- RECORDED AS
- N. --- NORTH
- S. --- SOUTH
- E. --- EAST
- W. --- WEST
- NE --- NORTHEAST
- NW --- NORTHWEST
- SE --- SOUTHEAST
- SW --- SOUTHWEST
- ' --- DEGREES
- " --- MINUTES OR FEET
- " --- SECONDS
- T --- TOWNSHIP
- R --- RANGE
- O.D. --- OUTSIDE DIAMETER
- LBS. --- POUNDS
- SQ. --- SQUARE
- FT. --- FEET
- AC. --- ACRES
- INCL. --- INCLUDING
- EXCL. --- EXCLUDING
- R/W --- RIGHT OF WAY
- C.S.M. --- CERTIFIED SURVEY MAP
- NO. --- NUMBER
- AVE. --- AVENUE
- ST. --- STREET
- C.T.H. --- COUNTY TRUNK HIGHWAY
- VOL. --- VOLUME
- P. --- PAGE
- COR. --- CORNER
- P.L.S. --- PROFESSIONAL LAND SURVEYOR
- SEC. --- SECTION
- W. --- WISCONSIN
- LLC --- LIMITED LIABILITY COMPANY
- CO. --- COUNTY
- TAN. --- TANGENT
- BEAR. --- BEARING

CITY OF CHIPPEWA FALLS COMMON COUNCIL RESOLUTION

RESOLVED THAT THIS CERTIFIED SURVEY MAP IN THE CITY OF CHIPPEWA FALLS IS HEREBY APPROVED.

SIGNED: _____
GREGORY S. HOFFMAN, MAYOR

APPROVED: _____ DATE

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS.

BRIDGET GIVENS, CITY CLERK

SURVEYING SERVICES BY:
HIESS-LOKEN & ASSOC., LLC
PROFESSIONAL LAND SURVEYING
4805 WEST PARK AVE.
CHIPPEWA FALLS, WI 54729
(715)-720-4000 PHONE
(715)-832-3300
WWW.HIESS-LOKEN.COM
HLSURVEY@SBGGLOBAL.NET



PIN: 22808-0612-60062709

Computer Number: 211-0785

Owner Name: ROBERT & ANNELIESE FISH

Owner Address: 12 E ELM ST

Owner Address: CHIPPEWA FALLS WI, 54729

Physical Address: 12 E ELM ST CHIPPEWA FALLS 54729

GIS Acres: 0.4 Deed Acres: 0.0

School Code: 1092

Assessed Value: 176300

Fair Market Value: 207800

Description: ALLEN'S ADDITION LOTS 9 & 10 BLK 27



START # 700

Scale = 1":67'

Printed 05/10/2023

Disclaimer: This map is a compilation of records as they appear in the Chippewa County Offices affecting the area shown and is to be used only for reference purposes.