MINUTES OF THE PLANCOMMISSION MEETING CITY OF CHIPPEWA FALLS MONDAY, JULY 10, 2023-6:30 PM

The Plan Commission met in City Hall on Monday, July 10, 2023 at 6:30P.M. Present were Commissioners Dave Cihasky, Greg Misfeldt, Mike Tzanakis, Ross Wilson, Beth Arneberg, Chad Trowbridge, Alderperson Jason Hiess, Vice-Chairperson Tom Hubbard, Acting Secretary Bill McElroy and Mayor Greg Hoffman. Dan Varga was absent. Also attending were City Planner Brad Hentschel, Fire Chief Jason Thom, Riley Wogernese representing Cobblestone Hotels and Mike Cohoon representing Hope Village.

- 1. <u>Motion</u> by Hubbard, seconded by Hiess to approve the minutes of the June 12, 2023 Plan Commission meeting. All present voting aye. Motion carried.
- 2. The Plan Commission conducted a public hearing regarding Chippewa Falls Plan Commission Planned Development Conditional Use Permit (PDCUP) Resolution No. 2023-01. City Planner Brad Hentschel provided background information noting that the PDCUP was drafted to allow the property to exceed the allowable height in a C-2 Commercial Zoning District. The C-2 District allows for a maximum of 35 foot structures and the proposed hotel would be 52 feet. Hentschel noted that Wangard Properties emailed a letter of support for the project. It was noted that all adjoining property owners were notified. Fire Chief Thom did not have any objections to the increased height of the building.

Mayor Hoffman opened the public hearing to consider Chippewa Falls Plan Commission Planned Development Conditional Use Permit Resolution No. 2023-01 at 6:33 PM. No public comments were made. Mayor Hoffman closed the public hearing at 6:34 PM.

- 3. <u>Motion</u> by Hiess, seconded by Hubbard to approve Chippewa Falls Plan Commission Conditional Use Permit No 2023-01 for Chip-Wa Hotel Group LLC to construct a hotel on Lot #1 of Certified Survey Map #5713 and to exceed the maximum principal structure height in a C-2 Commercial Zoning District. All present voting aye. Motion carried
- 4. The Plan Commission considered changes to the Hope Village screening and intake procedures replacing the existing procedures from Planned Development Conditional Use Permit Resolution No. 2021-01 and Special Use Permit Ordinance No. 2021-01. McElroy provided background information that these changes were coming before the Plan Commission as the intake and screening procedures were conditions of the PDCUP in 2021. Mike Cohoon provided information that the changes would require more thorough background checks for volunteers and guests. Discussion ensued about whether the screening and intake process should be a condition of the permit.

<u>Motion</u> by Tzanakis, seconded by Trowbridge to administratively replace the screening and intake procedures of Planned Development Conditional Use Permit Resolution No. 2021-01 with the attached policy and instructing McElroy to discuss with Attorney Ferg the process for removal of the condition from the PDCUP. All present voting aye except Misfeldt who recused himself and abstained from the vote. Motion passed on a 9-0 vote with one abstention.

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

5. The Plan Commission considered the attached Certified Survey Map of Lots #3 and 4, CSM #729 and part of the NE ¼ of the SE ¼, Section 32 and the NW ¼, of the SW ¼, Section 33, all in T29N, R8W, in the City of Chippewa Falls, being +/- 1.94 acres and located west of Commerce Parkway and east of RCU Court submitted by Hiess-Loken and Associates on behalf of Hope Village. Alderperson Hiess provided background information that the lots were being combined in order to construct new buildings over the current lot lines.

Motion by Cihasky, seconded by Hubbard to recommend the Common Council approve the attached Certified Survey Map of Lots #3 and 4, CSM #729 and part of the NE ¼ of the SE ¼, Section 32 and the NW ¼, of the SW ¼, Section 33, all in T29N, R8W, in the City of Chippewa Falls, being +/- 1.94 acres and located west of Commerce Parkway and east of RCU Court submitted by Hiess-Loke and Associates on behalf of Hope Village contingent on making any revisions from County Surveyor Wenz and payment of all applicable fees. All present voting aye except Misfeldt & Hiess who recused themselves and abstained from the vote. Motion passed on an 8-0 vote with two abstentions.

 Motion by Hubbard, seconded by Cihasky to adjourn. All present voting aye. Motion carried. The Plan Commission adjourned at approximately 7:00 P.M.

all Min

William McElroy, P.E., Acting Secretary, Plan Commission

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

PLAN COMMISSION ATTENDANCE SHEET

DATE: 7/10/2023

NAME	COMPANY REPRESENTING	ADDRESS	PHONE #	EMAIL
Mile Cha	then Oilly	513 D Dimost	715-210-5482	Cohoences has -
Riley Wagernese	Cabblestone	980 American Dr 920-230-262 rungeruse (2)	920-230-2622	rung eruese a com

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. <u>Motion</u> by Varga, seconded by Hiess to approve the minutes of the May 08, 2023 Plan Commission meeting. All present voting aye. Motion carried.
- The Plan Commission considered the attached 2 lot Certified Survey Map of 1210 Lowater 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.

<u>Motion</u> by Rubenzer, seconded by Hubbard to recommend Common Council approve the attached 2 lot Certified Survey Map of 1210 Lowater 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.

<u>Motion</u> 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 Toycen 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. <u>Motion</u> 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. <u>Motion</u> 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.

<u>Motion</u> 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
- 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. <u>Motion</u> by Hubbard, seconded by Varga to adjourn. All present voting aye. Motion carried. The Plan Commission adjourned at 6:58P.M.

benzer, P.E., Secretary Richard Plan C

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

PLAN COMMISSION ATTENDANCE SHEET

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	DATE

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	COMPANY REPRESENTING	ADDRESS	PHONE #	EMAIL	
ey Wagernese	Cabblestone	980 American Dr Neenah, WI 54952	920-230-2622	920-230-2622 ruegeneseles colibles tores lades	Sec
D					

Commercial Planned Development Conditional Use Permit Resolution No. 2023-01

RESOLUTION GRANTING A COMMERCIAL PLANNED DEVELOPMENT CONDITIONAL USE PERMIT FOR THE CONSTRUCTION OF A HOTEL ON LOT #1 OF CERTIFIED SURVEY MAP #5713 FOR CHIP-WA HOTEL GROUP LLC AND TO EXCEED THE MAXIMUM PRINCIPAL STRUCTURE HEIGHT IN A C-2 COMMERICAL ZONING DISTRICT

WHEREAS, on June 12, 2023, the Plan Commission of the City of Chippewa Falls, Wisconsin, received an application for a Commercial Planned Development Conditional Use Permit on behalf of Chip-Wa Hotel Group LLC to construct a hotel on part of Parcel #22808-0841-7566500, Lot #1 of Certified Survey Map #5713 located in the City of Chippewa Falls; and

WHEREAS, the application included a request to exceed the maximum allowable principal structure height for a C-2 Commercial Zoning District in the construction and operation of a hotel; and

WHEREAS, the Plan Commission received and evaluated the development proposal in accordance with Municipal Code Section 17.26(7)(a) which directs such evaluation as a Conditional Use Permit under Section 17.47; and

WHEREAS, the Plan Commission conducted a public hearing on July 10, 2023 at 6:30 pm to hear all concerns and comments about Commercial Planned Development Conditional Use Permit Resolution No. 2023-01 after proper notification of all adjacent property owners within 150 feet of the parcel and the publishing of a Class II notice for the said public hearing.

NOW, THEREFORE BE IT RESOLVED, that the Plan Commission of the City of Chippewa Falls, Wisconsin finds;

1). That the approval of Commercial Planned Development Conditional Use Permit Resolution No. 2023-01 would enhance the Chippewa Crossing development; and

2). The Riverstone Hotel is beneficial to the City of Chippewa Falls Community and area tourism.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE PLAN COMMISSION OF THE CITY OF CHIPPEWA FALLS, WISCONSIN,

1). That conclusions based on the previous two findings of fact and pursuant to Chapters 17.26 and 17.47 of the Code of Ordinances of the City of Chippewa Falls, that the Commercial Planned Development Conditional Use Permit for Chip-Wa Hotel Group LLC to exceed the maximum principal structure height in a C-2 Commercial Zoning District is hereby approved with the following conditions:

a) Completion and approval of a Storm Water Management Plan for the development.

1

- b) The driveway, grading and pavement plan be constructed as shown on the attached plan.
- c) That all building and structure plans be designed, inspected, and stamped or sealed by a Professional Engineer registered and licensed to practice in the State of Wisconsin.
- d) That the building height above the 35' maximum principal structure height for a C-2 Commercial Zoning District be allowed as shown on the attached site plan.
- e) All outside lighting shall be constructed as shown on the attached plans.
- f) Chapter 17.47(13) shall apply and this permit shall terminate if the use for which this permit is issued shall cease for a continuous two (2) year period.
- g) Modifications or changes to this permit may be made only by the Plan Commission after an application for an amendment has been duly filed and notices and hearing requirements have been complied with.
- h) That all Federal, State of Wisconsin, County of Chippewa and City of Chippewa Falls approvals and permits be obtained as necessary.
- i) That the attached plans become part of this Conditional Use Permit and available for inspection in the offices of the City Engineer and the City Inspector.

MOTION: JASON HIESS SECONDED: TOM HUBBARD

I hereby certify that the Plan Commission of the City of Chippewa Falls, Wisconsin, adopted the above Resolution on July 10, 2023 by a vote of 10 ayes, ______ nays, and ______ abstentions.

Bill M. McElroy, Acting Secretary Plan Commission

NOTICE OF PUBLIC HEARING PLANNED DEVELOPMENT CONDITIONAL USE PERMIT

Notice is hereby given that the Plan Commission of the City of Chippewa Falls will conduct a public hearing in the Council Chambers, Municipal Building, 30 West Central Street, Chippewa Falls, Wisconsin, commencing at **6:30 P.M. on Monday, July 10**, **2023** regarding:

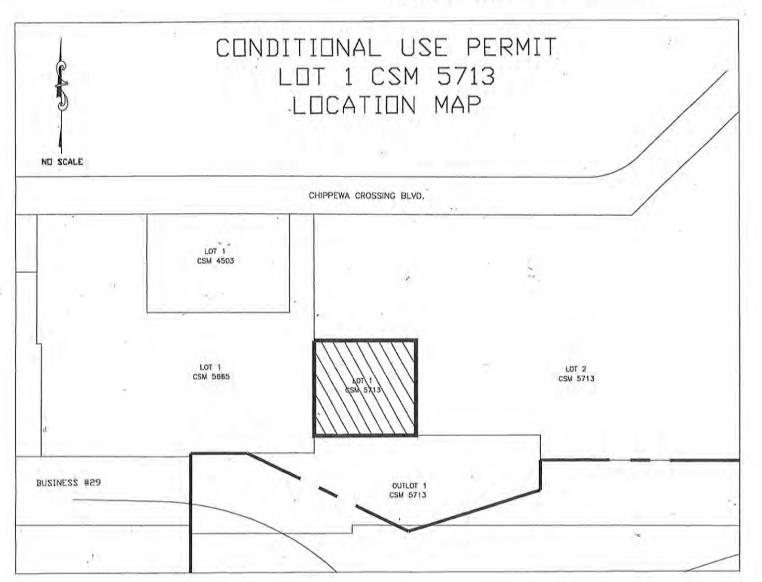
A Planned Development Conditional Use Permit Resolution to allow Chip-Wa Hotel Group LLC to construct a hotel on Lot #1 of Certified Survey Map #5713, on part of Parcel #22808-0841-75665001, and exceed the 35' maximum height in a C-2 Commercial Zoning District, located on Chippewa Crossing Boulevard in the City of Chippewa Falls.

This parcel is currently zoned C-2 Commercial District.

Following the hearing, the Plan Commission will consider adoption of a resolution granting the permit.

A copy of the proposed resolution with the conditions of the proposed permit may be inspected at the office of the City Engineer in the Municipal Building at 30 West Central Street during regular office hours. (8:30 A.M. to 3:30 P.M.)

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



Date Filed: 6-5-2023	1
Fee Paid: 25. 2 Date: 5-2023	TR#: 68390
Fee Paid: 300. Date: 5-5-2023	TR#: <u>68390</u>

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.

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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:

e requested building height will not h			-
1).			
retional plana of the proposed	1160		
rational plans of the proposed			^b
Hours of Operation: 24 hours of Operation: 7 days	ırs per day		
Days of Operation: 7 days	per week		
Number of Employees:		6	
	Part-time	Full-tin	ıe
pacity:			
	н		
Number of Units: 58	hotel rooms		
Size:			
Number of Residents/Child	ren:		
Ages:			
Other:			
Ouldit			
(het			
		3	
lding plans:			
Existing buildings: NA			
	ik		
Brancood buildings: Hote	əl		
Proposed buildings:			
7.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1			
Use of part of building:	NA		
·			
Proposed additions: NA			
, ropood during			
Future additions: NA			

2

Change in use: NA

See attached elevations Outside appearance:__ . . . Number of buildings: 1 . Planting & Landscaping: See attached landscaping plan Туре:____ . Timetable: Late 2023 Screening: Type: NA Fences: NA Type:___ Height: Location: Earth Bank: Planting: NA Maintenance: NA Other: NA

3

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:	umber of: 1 via cross access easement, plus one on west side in the future		
Location:	West side of site		_

4

4

Width: 30'

Parking:

Number of stalls:	. 59	
Location of stalls:	West & South of hotel	×
Setbacks: 25'		
Surfacing: Asphalt		
Screening: NA		

Drainage:

Storm sewer: Y	es	
Rock beds: NA		······
Detention pond:	Regional stormwater pond	
Retention pond:	Regional stormwater pond	

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

N ORDER FOR THIS PETITION TO BE	CONSIDERED, THE OWNER(S) OF THE
PROPERTY MUST SIGN BELOW:	
<u>Owner(s)/Address(es)</u> :	Petitioner(s)/Address(es):
Chip-Wa Hotel Group, LLC	Chip-Wa Hotel Group, LLC
980 American Drive	980 American Drive
Neenah, WI 54956	Neenah, WI 54956
Phone #: 920-237-0233 Ext. 122	Phone #: 920-237-0233 Ext. 122
Email: kwogernese@slatehg.com	Email: kwogernese@slatehg.com
Kim d' li população	Kim of lumpinga
NM C. Waternese	Kim C. Wagernese
Phone #:	Phone #:
Email:	Phone #: Email:
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	Phone #:
Phone #:	

941073

Document Number

CROSS ACCESS EASEMENT

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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.

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 <u>WAY</u>, 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, WW 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 nonexclusive 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 ½') 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 (li) 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 Partles 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; 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 falled 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 Parly 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

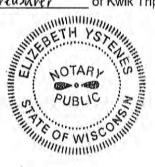
There shall be no merger or termination of any of the easements granted herein by reason of the fact that the same person or entity may hold, own, or acquire more than one of the properties subject to this Agreement.

[Signature Pages Follow]

KWIK TRIP, INC.

By: Its: 0 and Veas robel 10 STATE OF WISCONSIN) SS. COUNTY OF LA CROSSE)

This instrument was acknowledged before me on <u>April 5</u> the <u>UFD & Trasarer</u> of Kwik Trip, Inc., a Wisconsin corporation. 2023 by Jeffrey J. Wrobel,



us

Elizeboth Vskhes Notary Public, State of Wisconsin

CHIPPEWA CROSSING PARTNER, LLC

By: E MEMBER Its: John Bernhardt STATE OF LUISCONSIN COUNTY OF MILWA

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



ne M. White

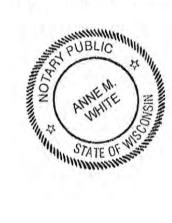
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SMW CHIPPEWA FALLS, LLC

Bya SOLE MEMBER Its: Stewart m. Way STATE OF WIS CONSIN)

COUNTY OF MIL LOAUFE

This instrument was acknowledged before me on <u>April U</u>, 2023 by <u>STEWART M. WAWUARD</u> the <u>SOLG MEMBER</u> of SMW Chippewa Falls, LLC, a Wisconsin limited liability company.



we m. White

Notary Public, State of WISCOWSIN, My Commission: KAINAS 4/24/2024

WW CHIPPEWA FALLS, LLC

By:

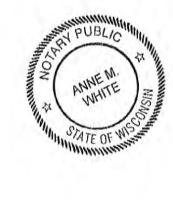
SOLE MOMBER Stewart m. Wangard

STATE OF WIS CONSIN)

Its:

COUNTY OF MILWAULEE

This instrument was acknowledged before me on <u>Mpvil</u>, 2023 by <u>STEWART</u> N. WANG ARD the <u>Sole MeMBER</u> of WW Chippewa Falls, LLC, a Wisconsin limited liability company.



Dune M. Whits

Notary Public, State of <u>CJ IS COWSIN</u> My Commission: <u>Lypius uf 24</u> 2074

TD CHIPPEWA FALLS, LLC

By:

SOLEMEMBER Its: Stewart in wangard

STATE OF WISLOWS IN)

COUNTY OF MILWAUKE

This instrument was acknowledged before me on <u>Apvil</u>, 2023 by <u>STEWRER</u>, 2023 by <u>STEWRER</u> of TD Chippewa Falls, LLC, a Wisconsin limited liability company.



une M. Whit

Notary Public, State of <u>LISCOWSIN</u> My Commission: <u>expire</u> Ceface 2024

CITY OF CHIPPEWA FALLS

By: S. Hoffman Gregory Its: By: ridget Givens its:

STATE OF Wisconsin SS. COUNTY OF Chippen a

This instrument was acknowledged before me on May 2, 2023 by Gregory 5. Not find the May or , and Bridget Givens the City Clerk of the City of Chippewa Falls, a Wisconsin municipal corporation.

WI-rit Robert A. Ferg Notary Public, State of Wisgerson My Commission: is Der ma

This document was drafted by: Thomas E. Reinhart, Attorney at Law P. O. Box 2107, La Crosse, WI 64602-2107

JOINDER BY MORTGAGEE WANGARD

Spring Bank, a <u>(u)</u> <u>5000500</u> 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:

SS.

Senior Vice President Glenn Michaelser By: Its:

STATE OF WISCONSIN

COUNTY OF INAULOSILA

Personally came before me this $\mathcal{L}_{\mathcal{L}}^{\mathcal{M}}$ day of $\mathcal{A}_{\mathcal{P}} \vee \mathcal{I}_{\mathcal{L}}^{\mathcal{I}}$, 20 $\mathcal{A}_{\mathcal{I}}^{\mathcal{A}}$, the above named $\mathcal{A}_{\mathcal{L}}^{\mathcal{L}}$ is $\mathcal{A}_{\mathcal{L}}^{\mathcal{A}}$, the $\mathcal{A}_{\mathcal{L}}^{\mathcal{A}}$ is $\mathcal{A}_{\mathcal{L}}^{\mathcal{A}}$, the above of, Spring Bank, a $\mathcal{A}_{\mathcal{L}}^{\mathcal{A}}$ banking institution, to me known to be the person who executed the foregoing instrument and acknowledged the same.



KUMM. W Notary Public, State of Wisconsin My Commission: expires celarel 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

i.

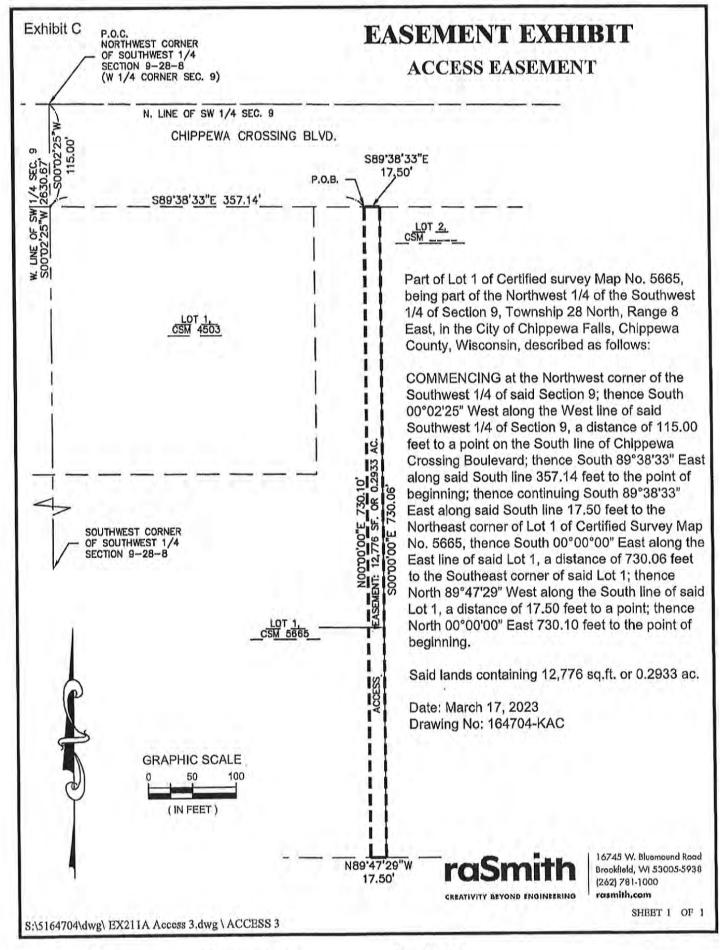
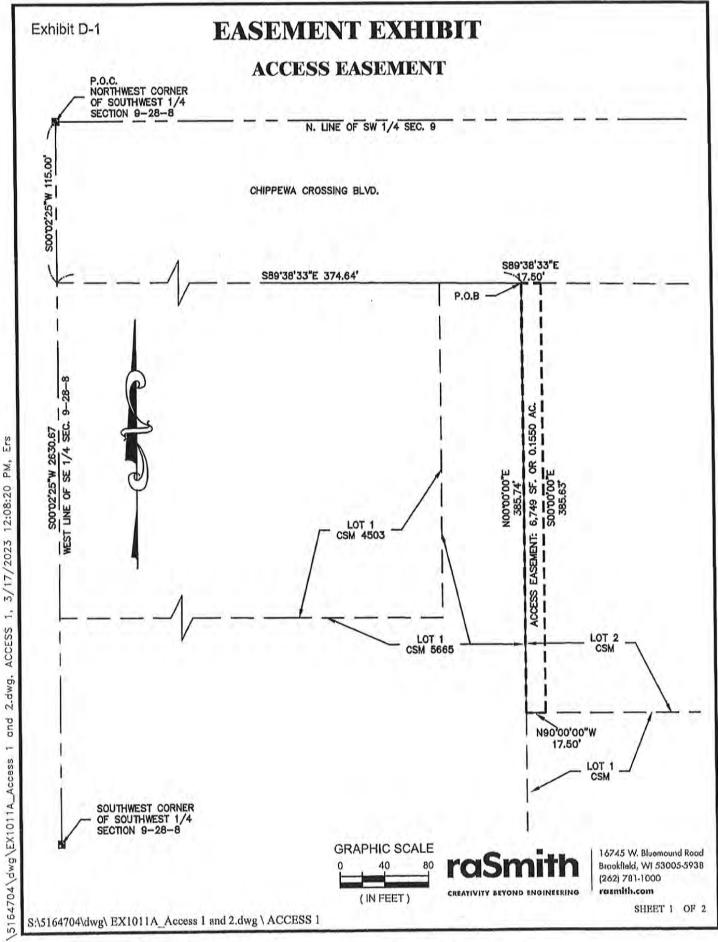


EXHIBIT D-1

WANGARD EASEMENT PROPERTY

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EASEMENT EXHIBIT

ACCESS EASEMENT

Part of Lot 2 of Certified Survey Map No. <u>5713</u>, 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



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

SHEET 2 OF 2

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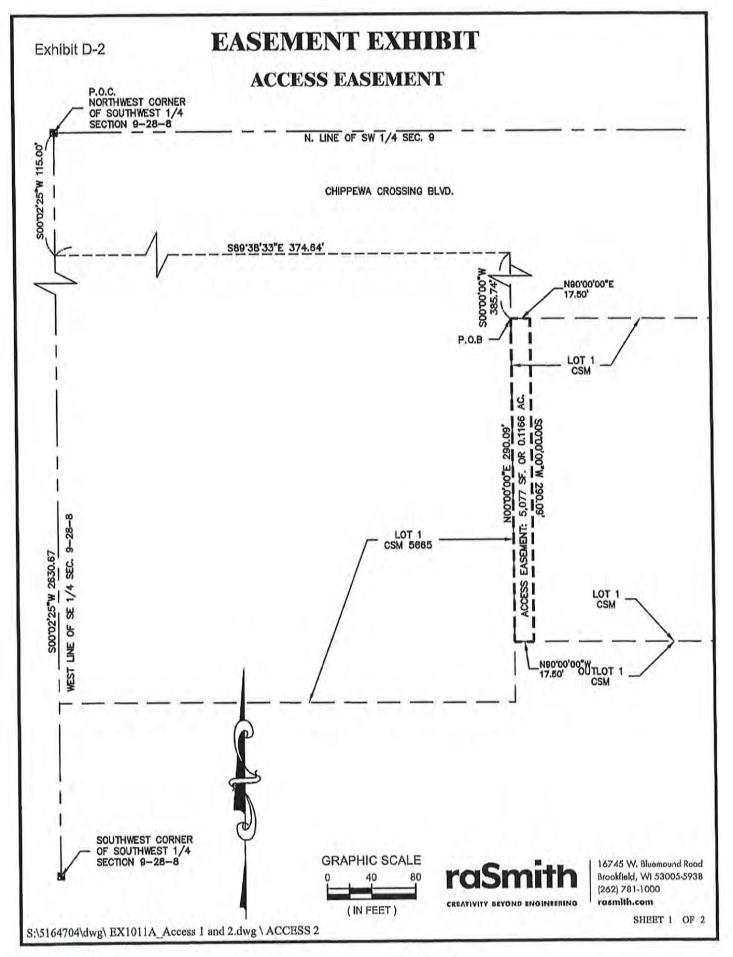
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Page 19 of 24

EXHIBIT D-2

WANGARD EASEMENT PROPERTY



EASEMENT EXHIBIT

ACCESS EASEMENT

Part of Lot 1 of Certified Survey Map No. <u>5713</u>, 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



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

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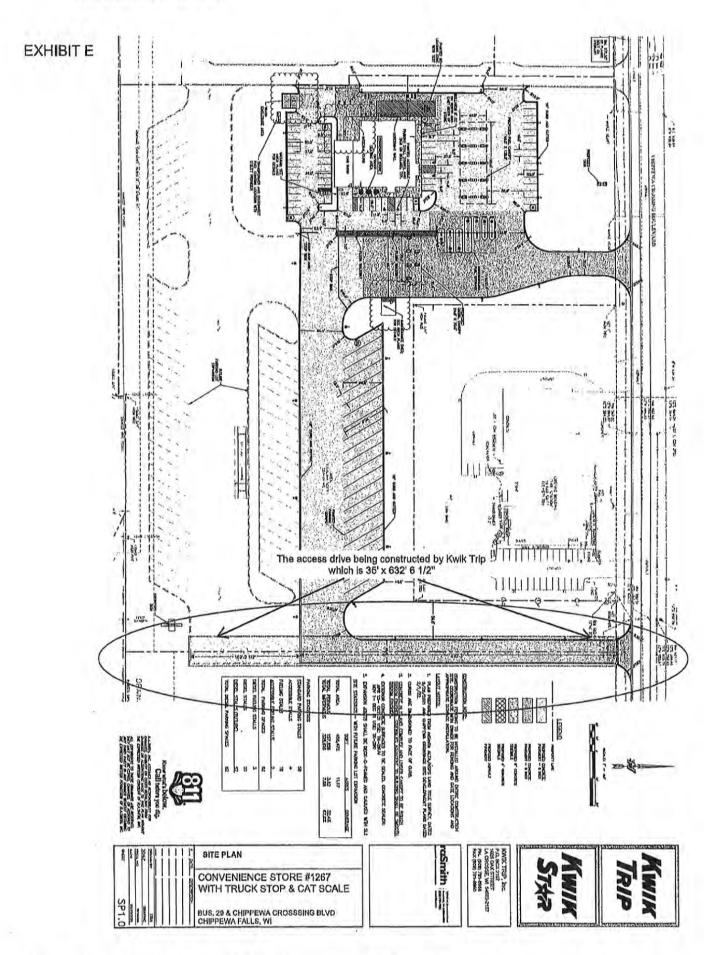
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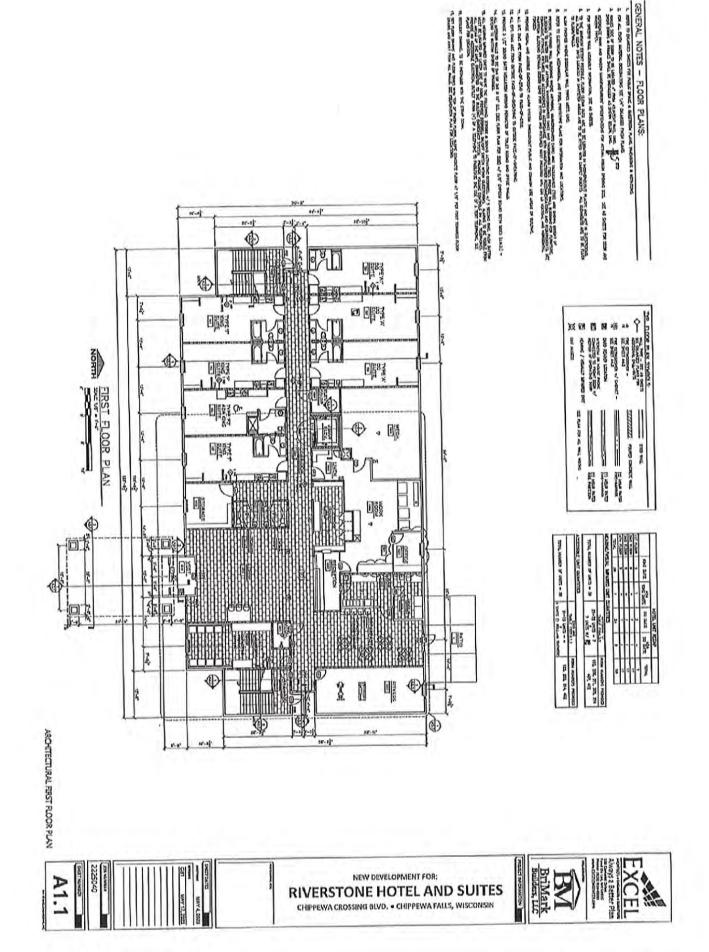
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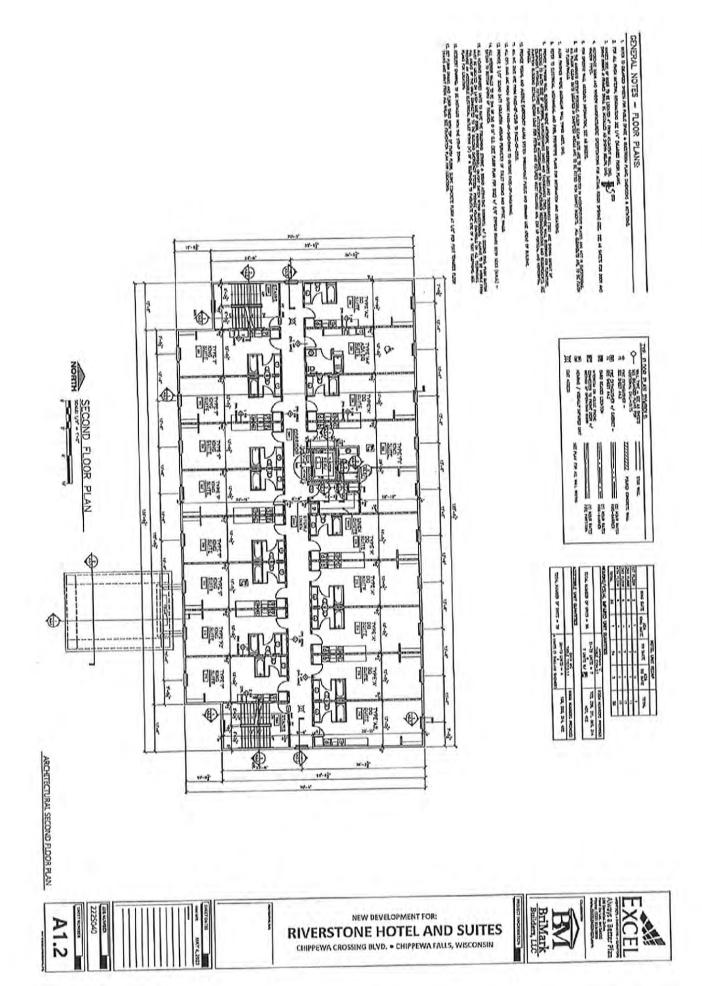
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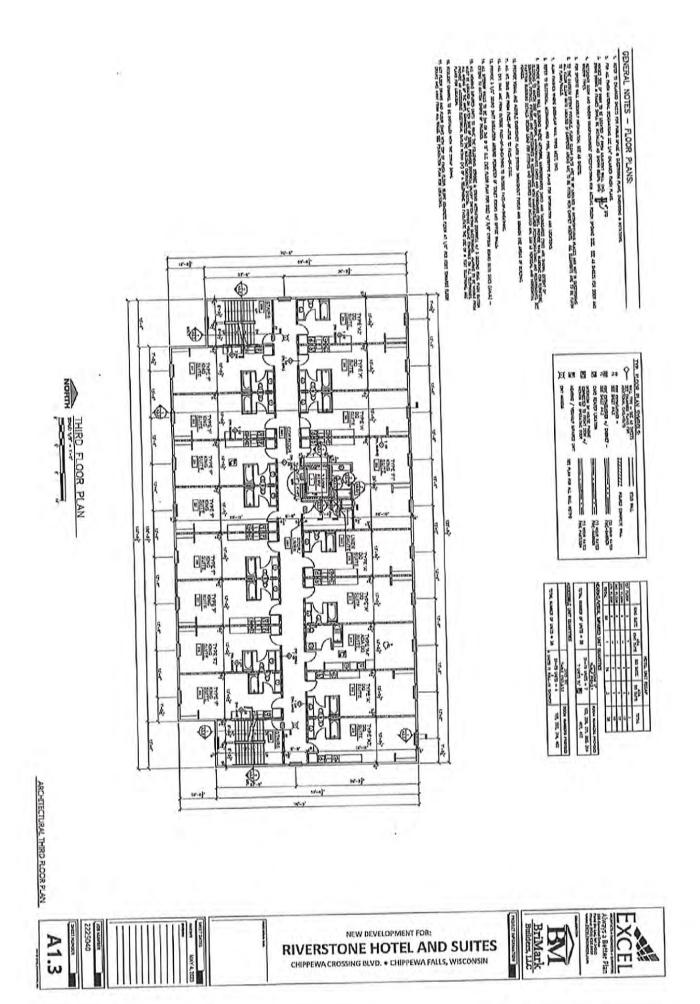
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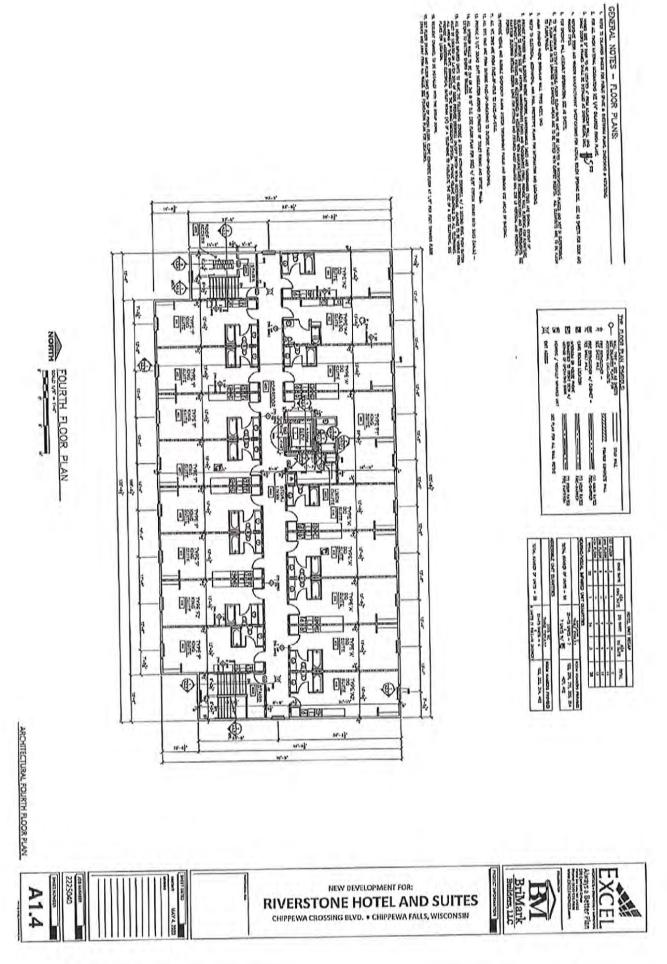
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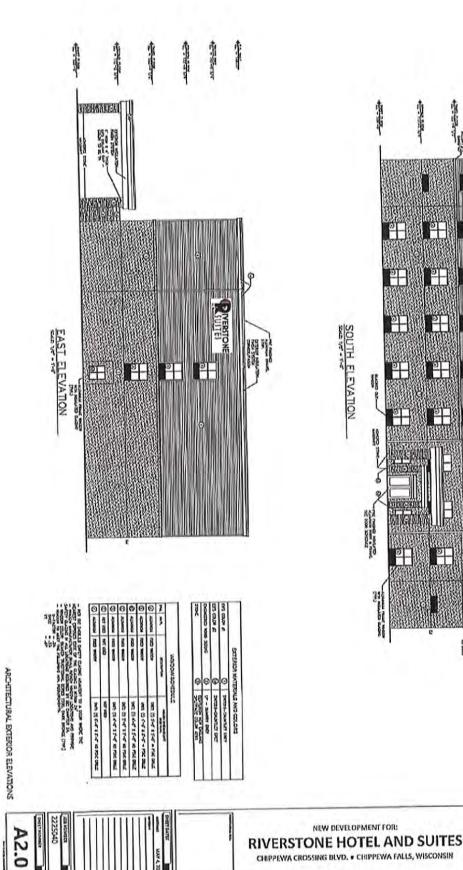


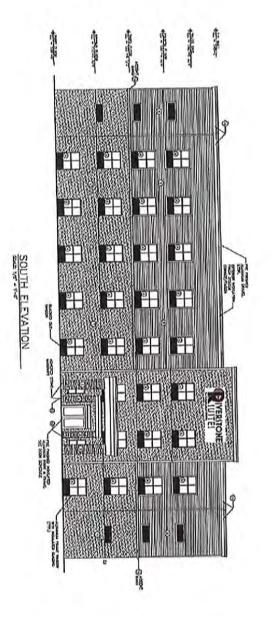




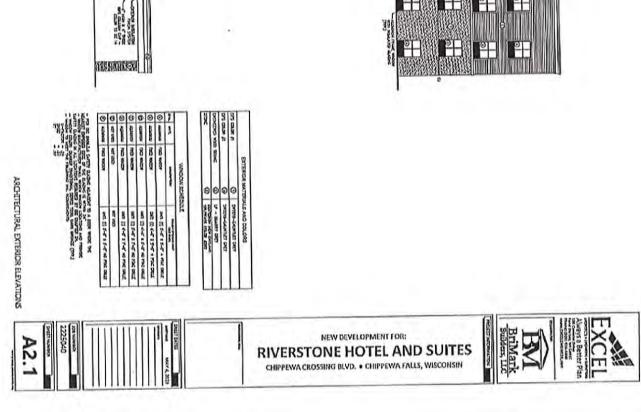


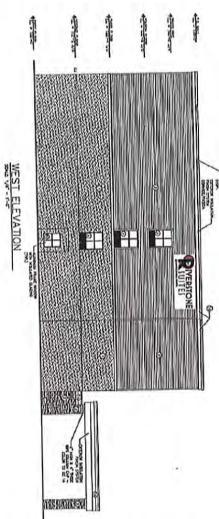




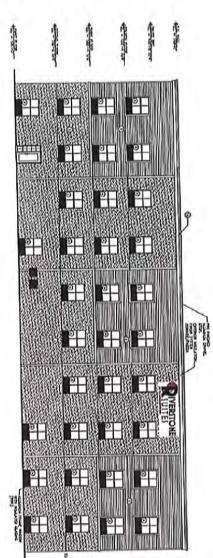


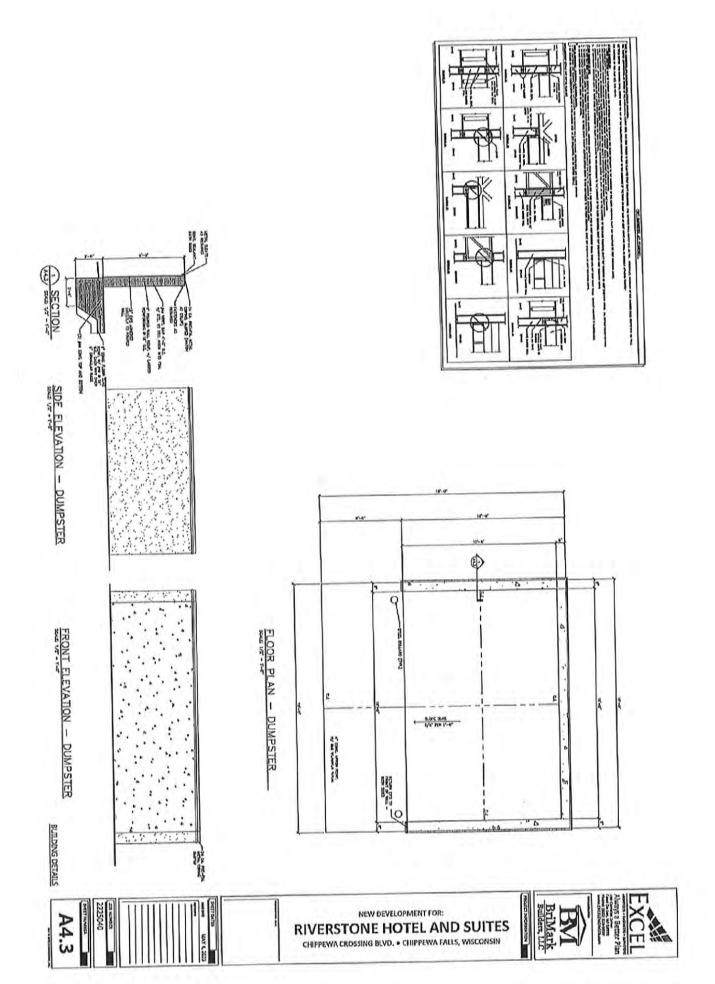
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PROPOSED DEVELOPMENT FOR: RIVERST CHIPPEWA FALLS, WISCONSIN ONE HOTEL AND SUITES

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NEW DEVELOPMENT FOR:

RIVERSTONE HOTEL AND SUITES CHIPPEWA CROSSING BLVD. . CHIPPEWA FALLS, WISCONSIN

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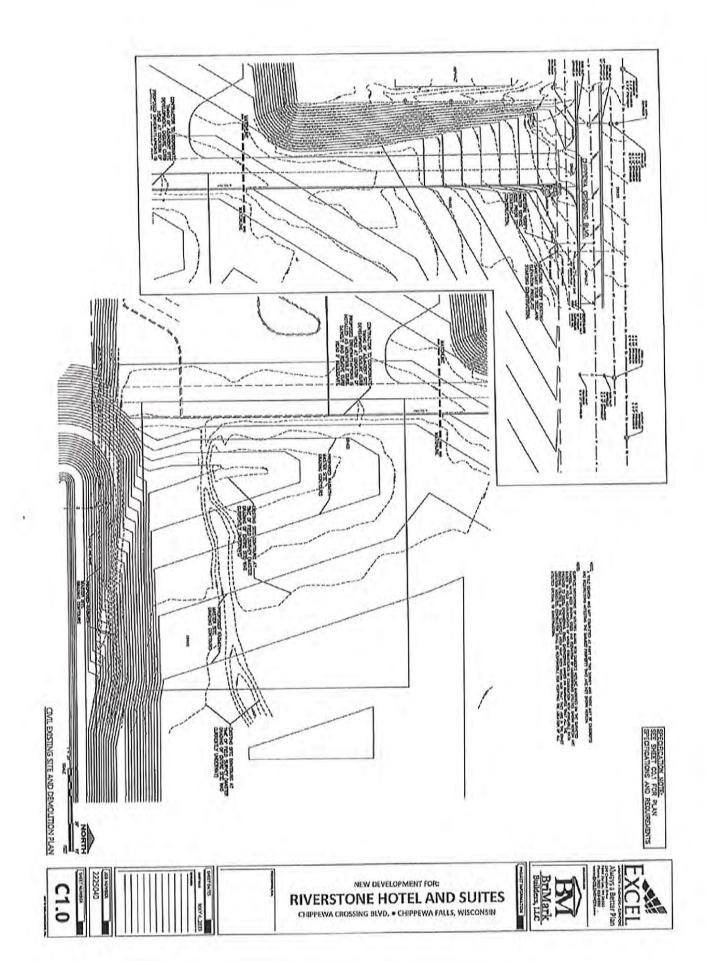
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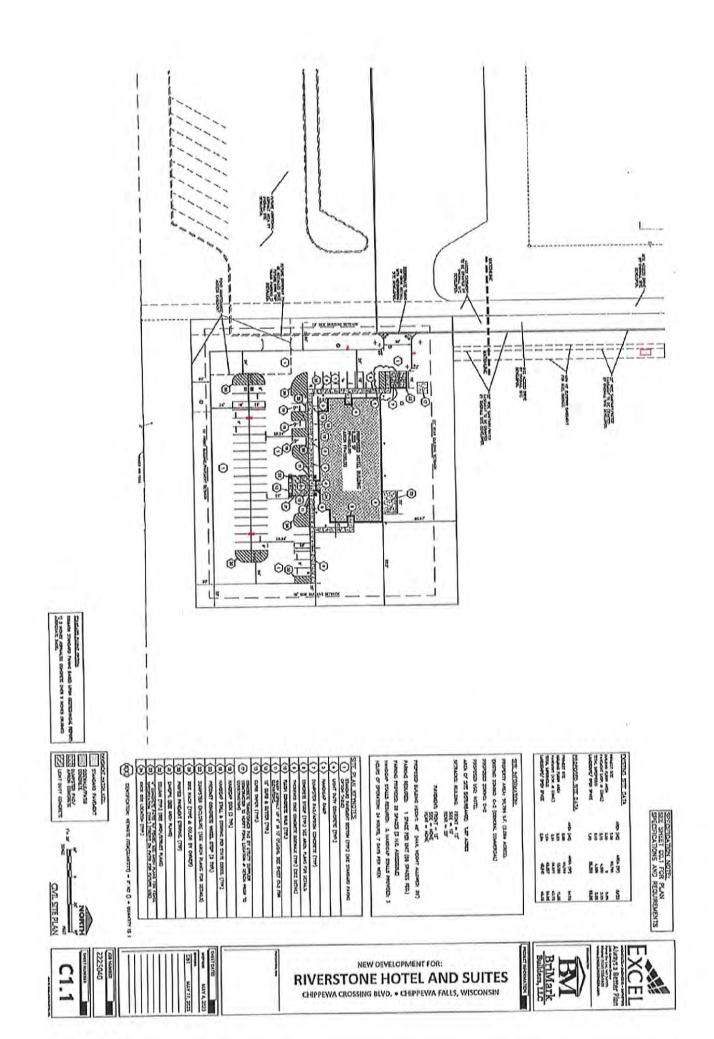
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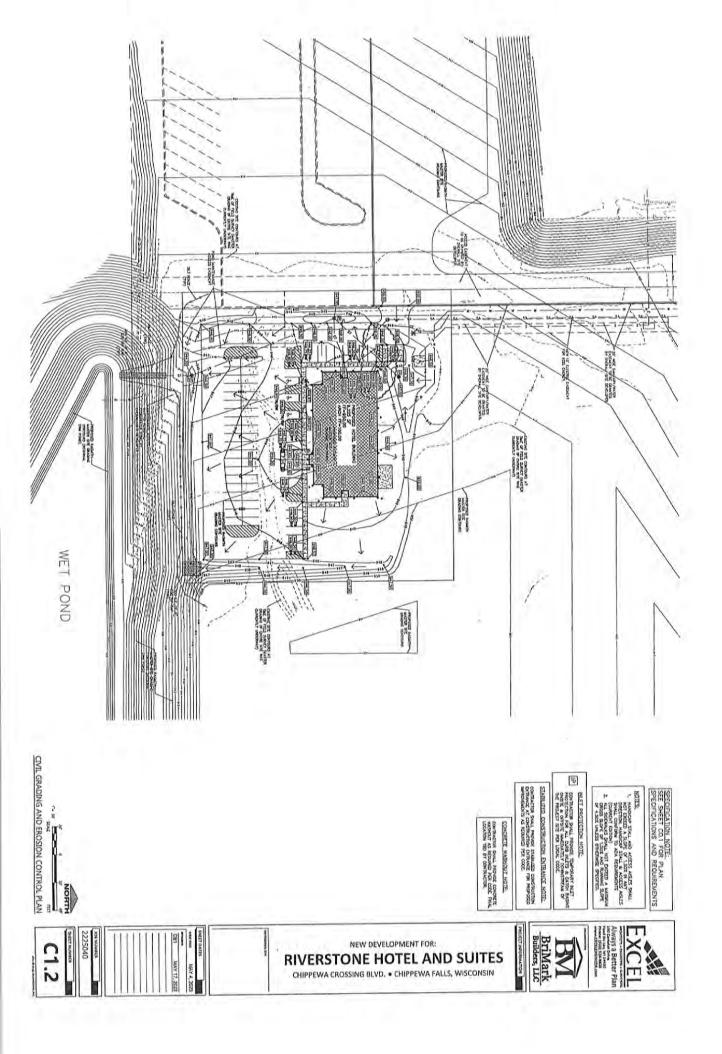
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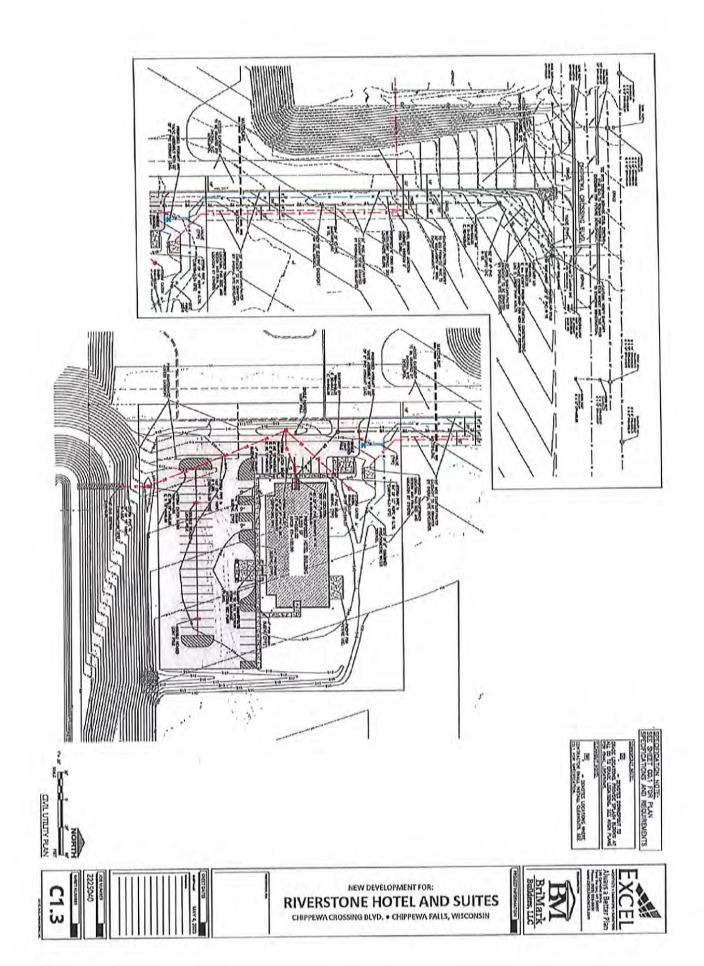
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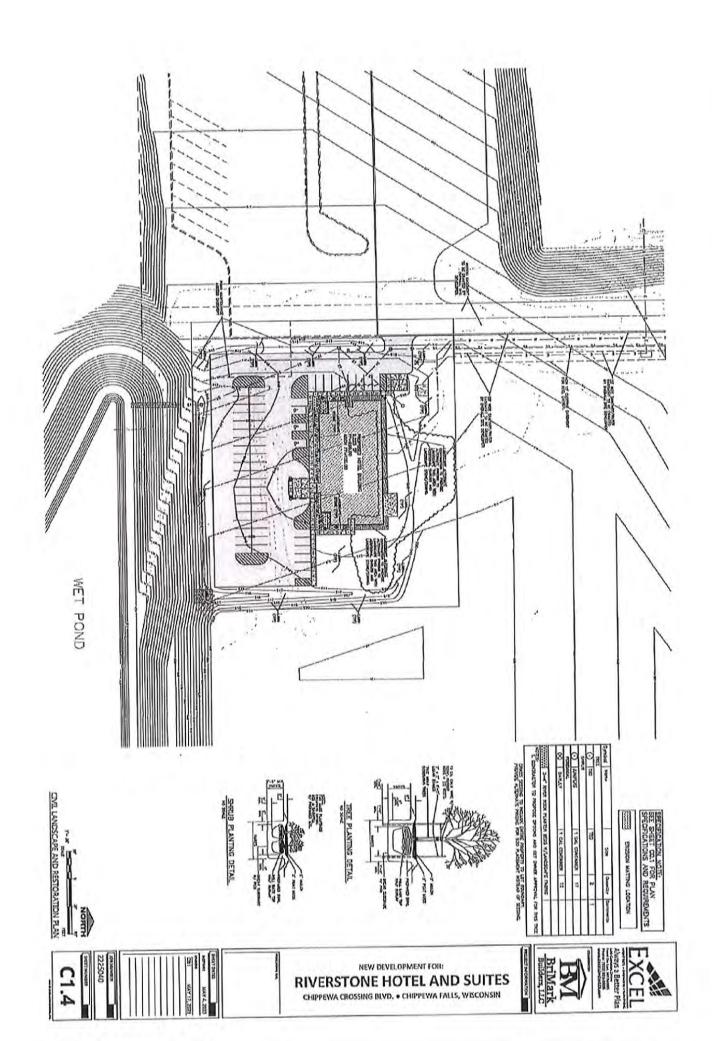
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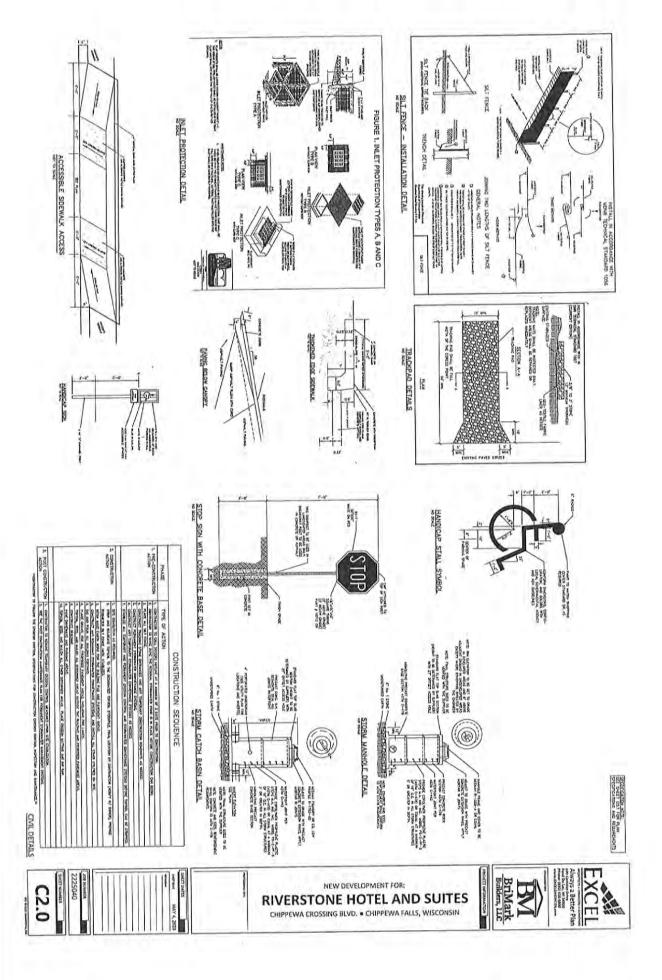


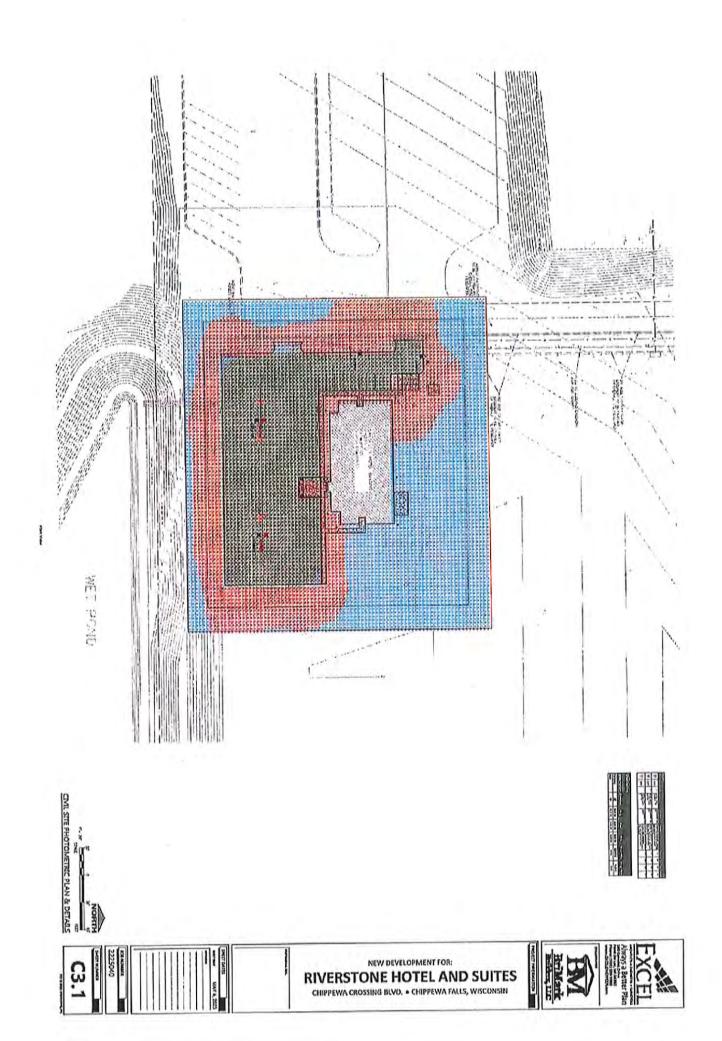














Storm Water & Erosion Control Calculations For:

Riverstone Hotel & Suites

Chippewa Falls, WI

Excel Job # 2225040

May 18, 2023



Prepared by Excel Engineering 100 Camelot Drive • Fond du Lac, WI 54935 920-926-9800 • www.excelengineer.com

Table of Contents

0.0	Introduction	1
0.1	Existing Conditions	1
0.2	Proposed Project Overview	1
1.0	Stormwater Management Requirements	1
2.0	Storm Sewer Design	1
2.1	Emergency Overflow Route	1
3.0	Erosion Control	2

Appendices

Appendix A: Storm Sewer Basin Map Appendix B: Storm Sewer TR-55 Calculations Appendix C: Storm Sewer Manning's Spreadsheet Appendix D: USLE Map and Calculations Appendix E: Post Construction Operation and Maintenance Plan

0.0 Introduction 0.1 Existing Conditions

The proposed development is located within the overall Chippewa Crossing development, on the south side of Chippewa Crossing Boulevard in the City of Chippewa Falls, Wisconsin. The existing site is currently vacant. The site currently drains south to an existing regional stormwater management pond which was constructed for the overall master development. The existing site can be seen on sheet C1.0.

Property Area: 2.08 acres

0.2 Proposed Project Overview

The proposed project will include a proposed hotel building with parking located to the south and west sides of the building. The proposed development will drain to both storm sewer and a ditch which will drain stormwater south into the regional wet pond. The stormwater management pond will reduce peak flows and treat stormwater to meet local and state requirements. The proposed site can be seen in Sheets C1.1-C1.4 of the proposed plan set.

- Disturbed Area: 1.87 acres

1.0 Stormwater Management Requirements

City of Chippewa Falls / Wisconsin DNR-

The proposed site drains to an existing regional stormwater management pond which was constructed with the overall Chippewa Crossing Master Development. This regional stormwater pond treats for all local and state stormwater management requirements.

The stormwater management facility has been designed for a maximum impervious percentage of 90%. The proposed impervious surface percentage for the Cobblestone property is 54.9%, well below the maximum.

Therefore, stormwater management requirements are met.

2.0 Storm Sewer Design

All storm sewer has been designed to convey the 100-year 24-hour post development storm.

See Appendix A-C for pipe drainage areas and pipe sizing calculations.

2.1 Emergency Overflow Route

The emergency overflow route is to the south, through the proposed parking lot and safely into the regional stormwater management pond.

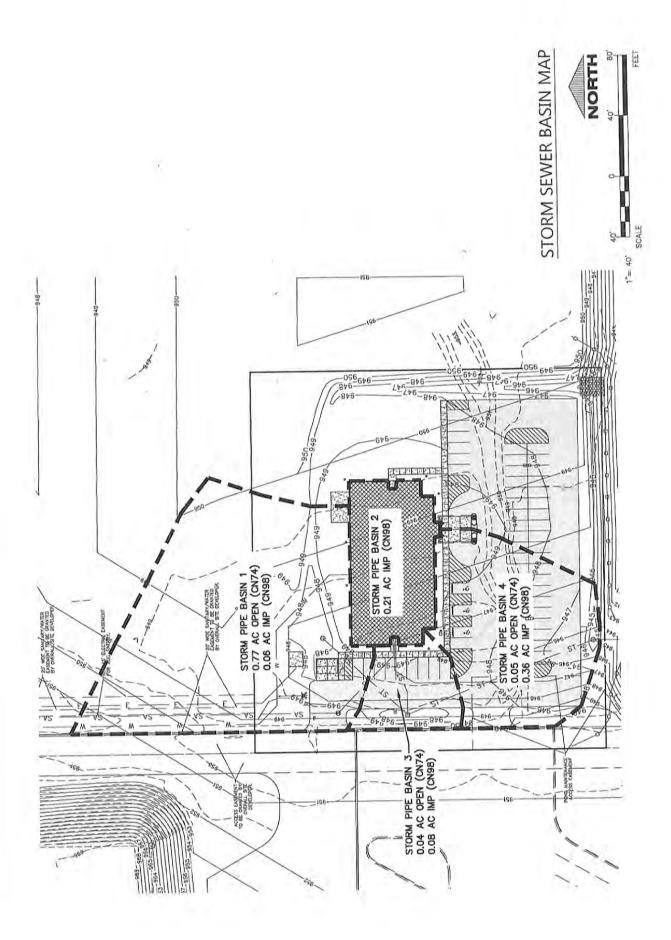
100 Camelot Drive Fond du Lac, WI 54935

3.0 Erosion Control

The erosion control specifications, construction sequence, site stabilization notes, seeding notes, dewatering notes, and post construction and maintenance plan will be included on sheet C0.1 of the construction plan set.

Appendix A: Storm Sewer Basin Map

100 Camelot Drive Fond du Lac, WI 54935



Appendix B: Storm Sewer TR-55 Calculations

100 Camelot Drive Fond du Lac, WI 54935

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920.926.9800 www.excelengineer.com

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

(origin)	(cfs)	interval (min)	Peak (min)	volume (cuft)	hyd(s)	elevation (ft)	strge used (cuft)	Description
SCS Runoff	5.244	2	716	10,678				PIPE 1
SCS Runoff	2.023	2	716	4,870		(the second	استاروني	PIPE 2
SCS Runoff	0.988	2	716	2,162				PIPE 3
SCS Runoff	3.636	2	716	8,388				PIPE 4
	SCS Runoff SCS Runoff	SCS Runoff 2.023 SCS Runoff 0.988	SCS Runoff 2.023 2 SCS Runoff 0.988 2	SCS Runoff 2.023 2 716 SCS Runoff 0.988 2 716	SCS Runoff 2.023 2 716 4,870 SCS Runoff 0.988 2 716 2,162	SCS Runoff 2.023 2 716 4,870 SCS Runoff 0.988 2 716 2,162	SCS Runoff 2.023 2 716 4,870 SCS Runoff 0.988 2 716 2,162	SCS Runoff 2.023 2 716 4,870 SCS Runoff 0.988 2 716 2,162

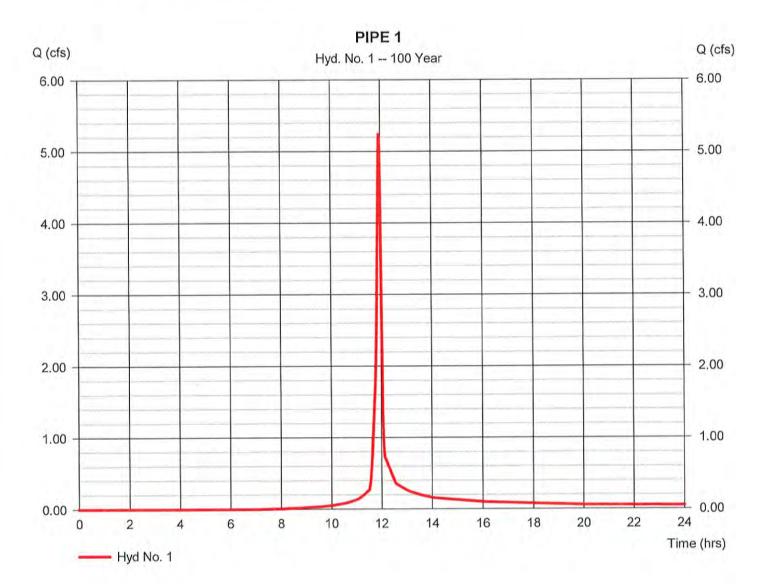
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Hyd. No. 1

PIPE 1

Hydrograph type	= SCS Runoff	Peak discharge	= 5.244 cfs
Storm frequency	= 100 yrs	Time to peak	= 11.93 hrs
Time interval	= 2 min	Hyd. volume	= 10,678 cuft
Drainage area	= 0.830 ac	Curve number	= 76*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 6.00 min
Total precip.	= 6.46 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.060 x 98) + (0.770 x 74)] / 0.830



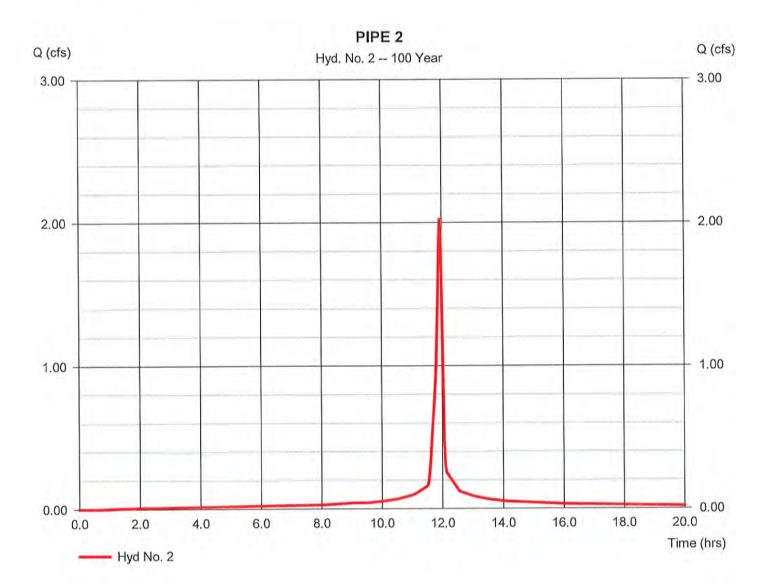
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Hyd. No. 2

PIPE 2

Hydrograph type	= SCS Runoff	Peak discharge	= 2.023 cfs
Storm frequency	= 100 yrs	Time to peak	= 11.93 hrs
Time interval	= 2 min	Hyd. volume	= 4,870 cuft
Drainage area	= 0.230 ac	Curve number	= 98*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 6.00 min
Total precip.	= 6.46 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.060 x 98) + (0.770 x 74)] / 0.230



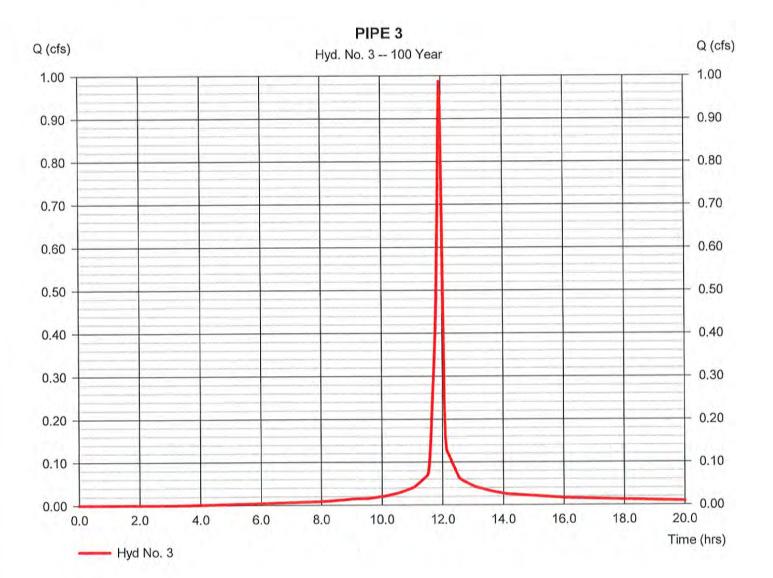
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Hyd. No. 3

PIPE 3

Hydrograph type	= SCS Runoff	Peak discharge	= 0.988 cfs
Storm frequency	= 100 yrs	Time to peak	= 11.93 hrs
Time interval	= 2 min	Hyd. volume	= 2,162 cuft
Drainage area	= 0.120 ac	Curve number	= 90*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 6.00 min
Total precip.	= 6.46 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.080 x 98) + (0.040 x 74)] / 0.120



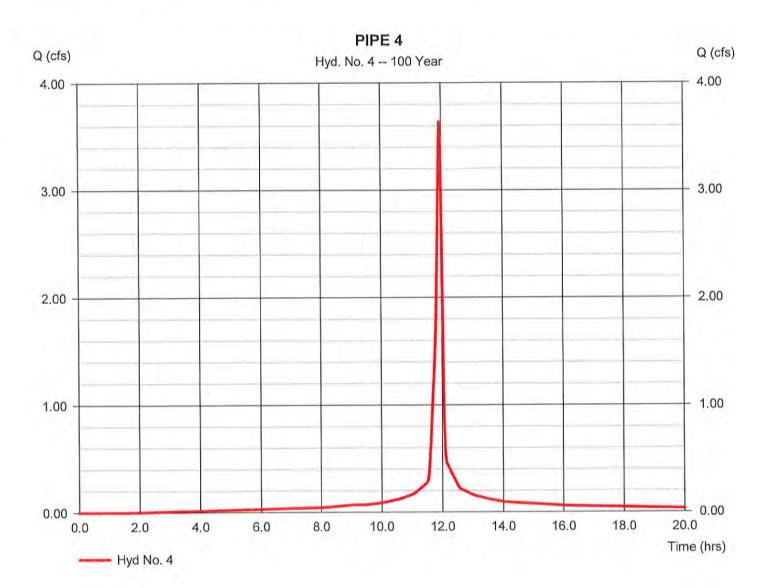
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Hyd. No. 4

PIPE 4

Hydrograph type	= SCS Runoff	Peak discharge	= 3.636 cfs
Storm frequency	= 100 yrs	Time to peak	= 11.93 hrs
Time interval	= 2 min	Hyd. volume	= 8,388 cuft
Drainage area	= 0.420 ac	Curve number	= 95*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 6.00 min
Total precip.	= 6.46 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.360 x 98) + (0.060 x 74)] / 0.420



Hydraflow Rainfall Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Return Period Intensity-Duration-Frequency Equation Coefficients (FHA) (N/A) (Yrs) в D Е 0.0000 0.0000 0.0000 1 2 69.8703 13.1000 0.8658 0.0000 3 0.0000 0.0000 14.6000 0.8369 5 79.2597 10 88.2351 15.5000 0.8279 102.6072 16.5000 0.8217 25 0.8199 114.8193 17.2000 50 17.8000 0.8186 100 127.1596

File name: SampleFHA.idf

Intensity = B / (Tc + D)^E

Return	1				Intens	ity Values	(in/hr)					
Period (Yrs)	5 min	10	15	20	25	30	35	40	45	50	55	60
1	0,00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	5.69	4.61	3.89	3.38	2.99	2.69	2.44	2.24	2.07	1.93	1.81	1.70
3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	6.57	5.43	4.65	4.08	3.65	3.30	3.02	2.79	2.59	2.42	2.27	2.15
10	7.24	6.04	5.21	4.59	4,12	3.74	3.43	3.17	2.95	2.77	2.60	2,46
25	8,25	6.95	6.03	5.34	4.80	4.38	4.02	3.73	3.48	3.26	3.07	2.91
50	9,04	7.65	6.66	5.92	5.34	4.87	4.49	4.16	3.88	3.65	3.44	3.25
100	9.83	8.36	7.30	6.50	5.87	5.36	4.94	4.59	4.29	4.03	3.80	3.60

Tc = time in minutes. Values may exceed 60.

		ŀ	Rainfall I	Precipita	tion Tab	ole (in)		_
Storm Distribution	1-yr	2-yr	3-yr	5-yr	10-yr	25-уг	50-yr	100-yr
SCS 24-hour	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.46
SCS 6-Hr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-1st	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-2nd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-3rd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0,00
Huff-4th	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-Indy	0.00	0.00	0.00	0.00	0,00	0.00	0.00	0.00
Custom	2.23	2.55	0.00	3.13	3.69	4.68	5.49	6,16

Precip, file name: Sample.pcp

<u>Appendix C: Storm Sewer Manning's</u> <u>Spreadsheet</u>

100 Camelot Drive Fond du Lac, WI 54935



Excel Engineering Project No.

2225040

Project Name Cobblestone Chippewa Falls

	pi	Pipe Data				Pipe Capacity (100-yr)	r (100-yr)	
ipe ID	Diameter (FT)	Diameter (FT) Slope (FT/FT)	Manning's n	Basin No.	Total Flow (cfs)	Total Flow (gpm)	Full Flow Capacity (cfs)	Full Flow (
-	1.25	0.007	0.012	1	5.24	2352	5.87	2635
10	0.66	0.020	0.012	2 (DSPS)	0.87	390	1.81	811
1 1	1 25	0.015	0.012	1.2.3	8.25	3703	8.59	3857
4	15	0.015	0.012	1.2.3,4	11.89	5336	13.97	6272
×	×	X	×	×	×	×	×	X

Full Flow Capacity based off Manning's Equation

 $Q = \frac{1.49}{R^2/3} S^{1/2} a$ u

> n = manning's roughness coefficient Q = Full Flow Capacity of Pipe (cfs) R = hydraulic radius (ft) (D/4) Where:

0.013 0.024

Concrete

CMP

0.012 0.012

HDPE

PVC

Typical Manning's n

s = hydraulic gradient, slope (ft/ft)

a = flow area (sq. ft.)

*Total Flow calculated via TR-55 hydrologic calculations. Reference Storm Pipe Basin Map & TR-55 Calculations

Appendix D: USLE Map and Calculations

100 Camelot Drive Fond du Lac, WI 54935 920.926.9800 www.excelengineer.com



Soil Loss & Sediment Discharge Calculation Tool for use on Construction Sites in the State of Wisconsin

WDNR Version 2.0 (06-29-2017)



Developer:	Project:	Date:
	ц.	

YEAR 1

Riverstone Hotels Chippewa Falls 05/18/23

County:	Chippewa	•												Version 1.0
Activity (1)	Begin Date (2)	End Date (3)	Period % R (4)	Annual R Factor (5)	Sub Soil Texture (6)	Soil Erodibility F Factor (7)	Slope (%) (8)	Slope Length (ft) (9)	LS Factor (10)	Land Cover C Factor (11)	Soil loss A (tons/acre) (12)	SDF (13)	Sediment Control Practice (14)	Sediment Discharge (t/ac) (15)
Bare Ground	06/05/23	11/01/23	74.7%	150	Sandy Loam 🗸	0.28	2.5%	80	0.23	1.00	7.1	0.957	Silt Fence	4.1
Seed with Mulch or En -	11/01/23	06/01/24	23.6%	150	Sandy Loam	0.28	2.5%	80	0.23	0.10	0.2	0.957	Silt Fence 🔸	0.1
End	06/01/24	1	1	1	ļ	1	2.5%	80	0.23		I	0.000	•	0.0
		1	1	1	1	1	2.5%	80	0.23	1		0.000	•	0.0
		1	1	1	1	1	2.5%	0	I	I	-	0.000	•	0.0
,		1	1	1	1	1	0.0%	0	-		1	0.000	•	0.0
										TOTAL	5.7		TOTAL	4.2

Notes:

For periods of construction that exceed 12 months, please demonstrate that 5 tons/acre/year is not exceeded in any given 12 month period. See Help Page for further descriptions of variables and items in drop-down boxes. The last land disturbing activity on each sheet must be 'End'. This is either 12 months from the start of construction or final stabilization.

Recommended Permanent Seeding Dates:

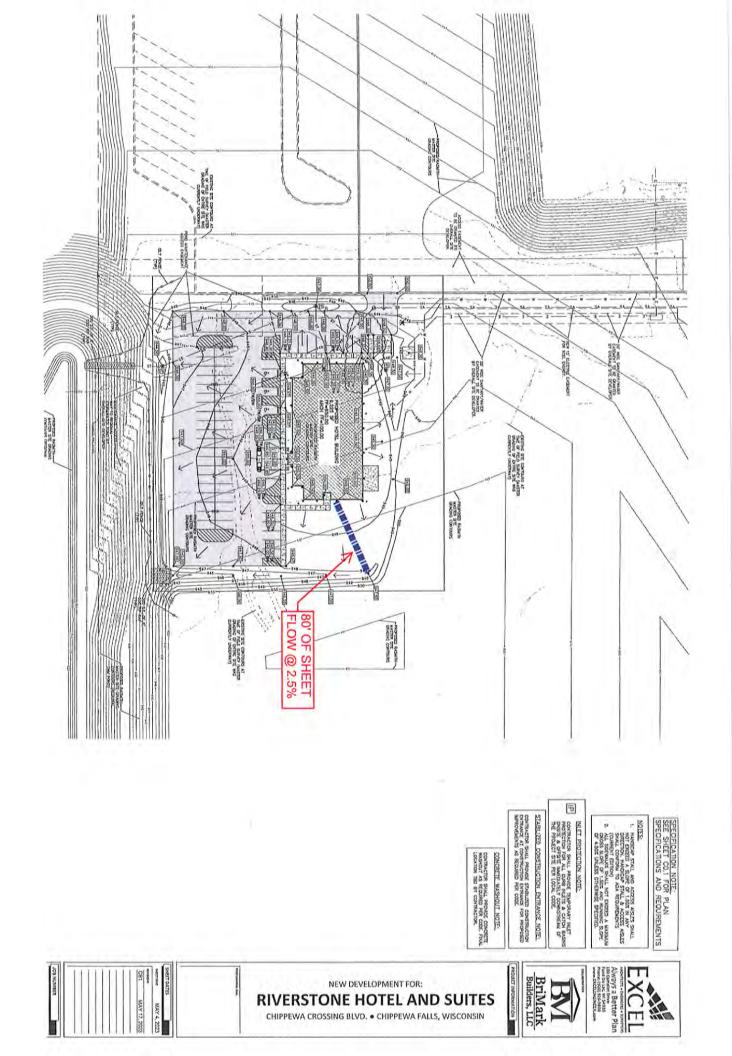
8/1-8/21 Turf, introduced grasses and legumes Native Grasses, forbs, and legumes and Thaw-6/30 4/15-6/1

NOTE: THIS TOOL ONLY ADDRESSED SOIL EROSION DUE TO SHEET FLOW. MEASURES TO CONTROL CHANNEL EROSION MAY ALSO BE REQUIRED TO MEET SEDIMENT DISCHARGE REQUIREMENTS.

NONE

% Reduction Required

Designed By:	
Date	



Appendix E: Post Construction Operation and Maintenance Plan

The owner of the property affected shall inspect and maintain the following stormwater management systems frequently, especially after heavy rainfalls, but at least on an annual basis unless otherwise specified.

ST	ORMWATER FACILITY	TYPE OF ACTION
1.	Lawn and Landscaped Areas	All lawn areas shall be kept clear of any materials that block the flow of stormwater. Rills and small gullies shall immediately be filled and seeded or have sod placed in them. The lawn shall be kept mowed, tree seedlings shall be removed, and litter shall be removed from landscaped areas.
2.	Swales	All grassed swales showing signs of erosion, scour, or channelization shall be repaired, reinforced, and revegetated immediately. All swales shall be repaired to the original plan requirements. Mowing shall take place no less than twice per year at a height of no less than three inches. Grasses shall not be allowed to grow to a height that permits branching or bending. Mowing shall only take place when the ground is dry and able to support machinery.
3.	Rip Rap	All rip rap showing signs of erosion or scour shall be repaired, reinforced, and revegetated immediately. Rip rap should be kept clean of vegetation and sediment. All rip rap shall be repaired to the construction plan requirements.
4.	Catch Basin/Curb Inlet Grates	The grate openings to these structures must be cleared of any clogging or the blocking of stormwater flow from getting into the stormwater conveyance system of any kind.
5.	Record of Maintenance	The operation and maintenance plan shall remain onsite and be available for inspection when requested by WDNR. When requested, the owner shall make available for inspection all maintenance records to the department or agent for the life of the system.

Document Number	Document Name <u>PRIVATE UTILITY EASEMENT</u> <u>AGREEMENT</u>	÷	
			1. and 1
		Recording Area Name and Return Address Wangard Partners, Inc. 1200 N. Mayfair Road, Suite 410 Milwaukee, Wisconsin 53226 Attn: Legal	, men.
		22808-0932-75713002 Parcel Identification Number (PIN)	

THIS PRIVATE UTILITY EASEMENT AGREEMENT (the "Agreement") is made as of this <u>10</u> 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, 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 <u>Exhibit A</u> (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 <u>Exhibit B</u> (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 Basement 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 Basement Area and the Grantor Property for purposes that will not interfere with the Grantee's full enjoyment of the Basement 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 Basement 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 $\underline{\mathcal{B}}^{+}$, 2023 by Deborah A. Bernhardt in her capacity as power-of-attorney for John Bernhardt, Manager of Chippewa Crossing Partners, LLC.

STATISTICS ON PUSHING	Apon
DEVON M. +	Name: Devon M. Pittman Notary Public, State of Wisconsin My commission expires: 12 31 2025
PITTMAN	

GRANTOR SIGNATURE PAGE FOR PRIVATE UTILITY EASEMENT

GRANTOR:

SMW CHIPPEWA FALLS, LLC, a Wisconsin limited liability company

	./	
By:	rt M. Wahgard, Sole M	Amphor
Stewa	rt M. Wangard, Sole r	yaember

TD CHIPPEWA FALLS, LLC, a Wisconsin limited liability company

By: Stewart M. Wangard, Sole Member

WW CHIPPEWA FALLS, LLC, a Wisconsin limited liability company

ACKNOWLEDGMENTS

STATE OF WISCONSIN COUNTY OF MILWAUKEE

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This instrument was acknowledged before me on May $\underline{Q}_{_}$, 2023 by Stewart M. Wangard, the Sole Member of SMW Chippewa Falls, LLC, TD Chippewa Falls, LLC, and WW Chippewa Falls, LLC.



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Num M. white	
Name: MANNE M. WH	ITE
Notory Public State of Wis	consin /
My commission expires:	ce/24/2024

GRANTEE SIGNATURE PAGE FOR PRIVATE UTILITY EASEMENT

GRANTEE:

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

le

By: Kim Wogernese, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN Flor. IC COUNTY OF COCONSE

This instrument was acknowledged before me on May <u>944</u>, 2023 by Kim Wogernese, Managing Member of Chip-Wa Hotel Group, LLC.

Notary Public State of Florida Adam Lee Rachiele My Commission GG 942058 Expires 12/22/2023

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

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.

2023 Dated: May

SPRING/BANK

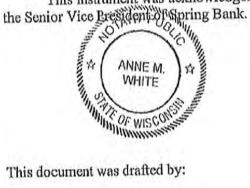
Glenn Michaelsen, Senior Vice President

L

ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF WAUKESHA

This instrument was acknowledged before me on May 5, 2023 by Glenn Michaelsen,



M. W

Name: ANNE M. WHITE Notary Public, State of Wisconsin My commission expires: ce /2ce/ 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

-

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tris largest ---

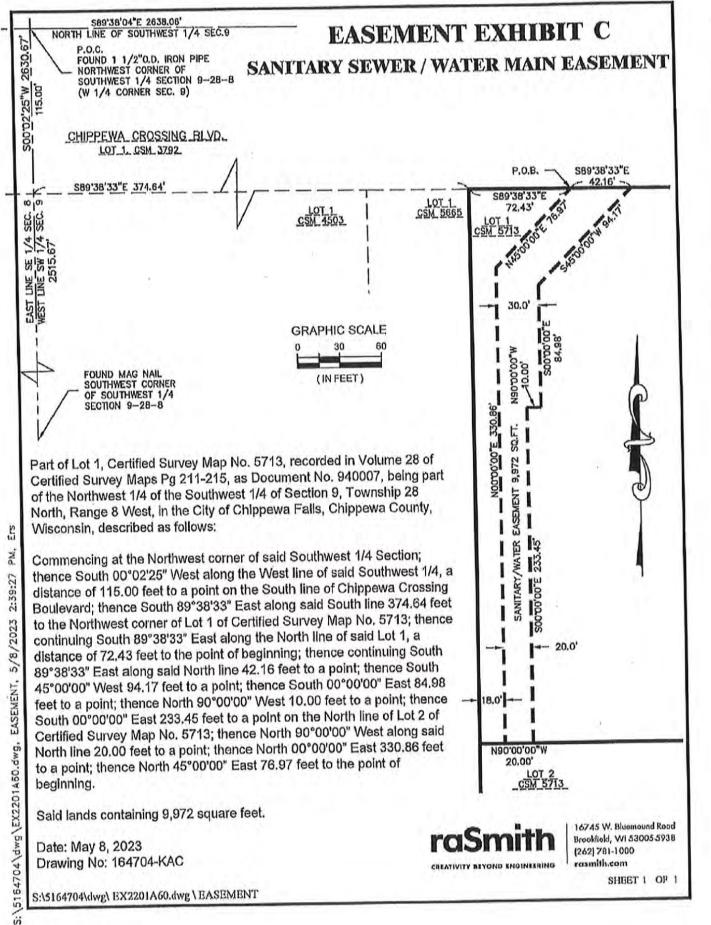
Lot 2 of Certified Survey Map No. 5713 recorded as Document No. 940007 in Volume 28 of Certified Survey Maps, Pages 211-215 on March 23, 2023, in the Chippewa County Register of Deeds being a part of the Northcast ¼ of the Southwest 1/4, the Northwest ¼ of the Southwest ¼, and the Southeast ¼ of the Northwest ¼ of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.

EXHIBIT B

١

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 ¼ of the Southwest 1/4, the Northwest ¼ of the Southwest ¼, and the Southeast ¼ of the Northwest ¼ of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.



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 SurveyMap No 5665, recorded in Volume 28 of CSM's on page 97-104 as Document number 937098, being part of the Northeast % of the Southwest %, the Northwest % of the

RETURN TO: NSP Dawn Schultz PO Box 8 Eau Claire W1 54702-0008

PIN: 22808-0932-75713002

Southwest 14, and the Southeast 14 of the Northwest 14 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 Facilitles. 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, nonexclusive 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 Basement 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

Rev. 11-2015

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.)

Rev. 11-2015

GRANTOR SIGNATURE PAGE TO ELECTRIC UNDERGROUND DISTRIBUTION EASEMENT

IN WITNESS WHEREOF, Grantor has executed this Easement as of this <u>grantation</u> day of <u>MA4</u>, 2023.

Grantor(s):

CHIPPEWA CROSSING PARTNERS, LLC, a Wisconsin limited liability company 60

By:

Name: Deborah A. Bernhardt, Title: Power of Attorney for John L. Bernhardt, Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF MILWanker

This instrument was acknowledged before me on Mon St., 2023 by Debornh A. Bernhardt, in her capacity as Power of Attorney for John L. Burnhardt, Manager of CHIPPEWA CROSSING PARTNERS, LLC.



Name: Devron M. Pitton Notary Public, State of Wisconsin Pittman 2025 My commission expires: _____ 31

GRANTOR SIGNATURE PAGE TO ELECTRIC UNDERGROUND DISTRIBUTION EASEMENT

SMW CHIPPEWA FALLS, LLC, a Wisconsin limited liability company

By: Name: Stewart M. Wangard

Title: Sole Member

TD CHIPPEWA FALLS, LLC, a Wisconsin limited liability company

Byz.

Name: Stewart M. Wangard Title: Sole Member

WW CHIPPEWA FALLS, LLC, a Wisconsin hmited liability company

By:-Name: Stewart M. Wangard

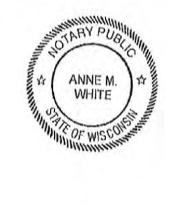
Title: Sole Member

ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF MILWIAME

yes

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



Name: ANNE M. LOHITE Notary Public, State of Wisconsin 024 My commission expires: Le Qu

GRANTEE SIGNATURE PAGE TO ELECTRIC UNDERGROUND DISTRIBUTION EASEMENT

Grantee:

NORTHERN STATES POWER COMPANY a Wisconsin corporation

By:

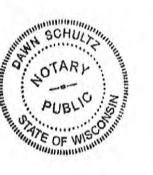
Name: Pamela Jo Rasnussen C Title: Director, Siting and Land Rights

ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF EAU CLAIRE

×.

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



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.

2023 Dated:

SPRING BANK	٣	
By: Lilen	. H. Mulale	
and an and the second	MICHAELSEN	
The last	ILE PRESIDENT	

ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF WILLIA

This instrument was acknowledged before me on \underline{MHY} 54., 2023 by Glenn A. Michaelsen the Senior Vice President of Spring Bank.

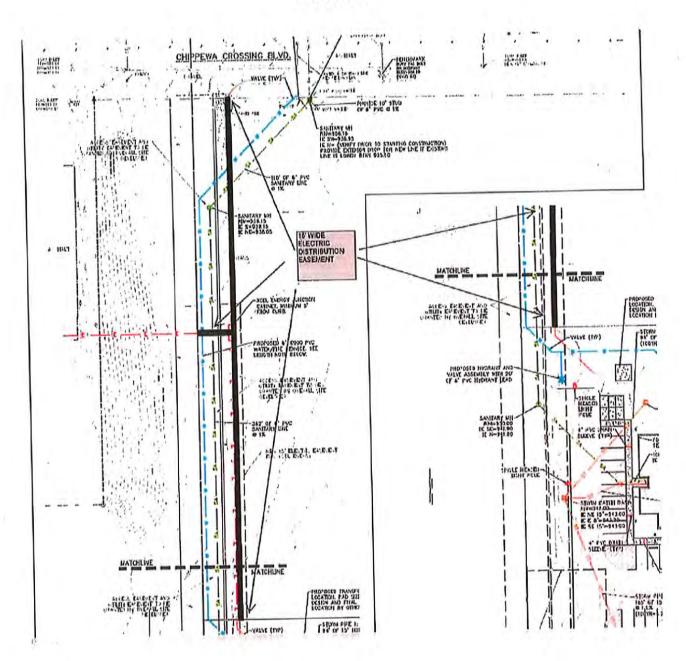


Kune M. White	
Name: ANNEM, WHUTE	
Notary Public State of Wisconsin/	
My commission expires: <u>Ce/Rce/2024</u>	

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

- ----

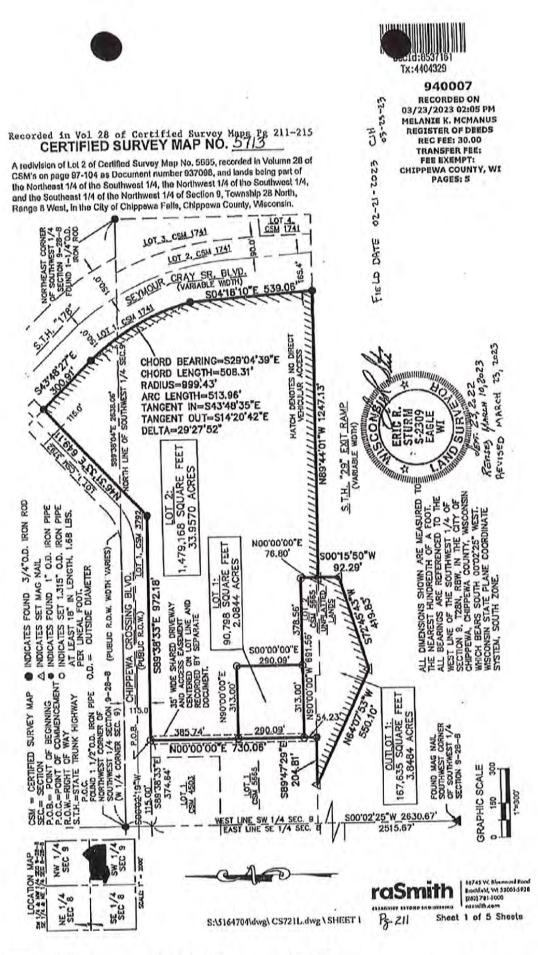
Exhibit A



Rev. 11-2015

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Chippewa County, WI





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

:SS

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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

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 Certifled Survey Map No. 5665, recorded in Volume 28 of CSM's on page 97-104 as Document number 93709B, 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°1550" West 92.29 feet to a point; thence South 72°45'43" West 419.83 feet to a point; thence South 04°150.10 feet to a point; thence South 10°1550" West 550.10 feet to a point on the South line 04.01 feet to a point; thence South 04°15'20" East along said South line 204.81 feet to the South 00°15'53" West 550.10 feet to a point on the South line of Lot 1 of Certified Survey Map No. 5665; thence South 09°0'00" East along said South line 204.81 feet to the Southeast corner of said Lot 1; thence North 00°00'00" East along said South line 05 to 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.

	SCONS		
SEPTEMBER 23,2027	A ERIC R.	let. Star	(SEAL)
KEVISED	EAGLE WI	EFEC R. STURM	8-2309
Энцинку 24,2023 Максн 10,2023	SURVENIN	Pg.212 Sheet 2 of	5 Sheets





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,

CITY OF CHIPPEWA FALLS APPROVAL CERTIFICATE

This Certified Survey Map is Approved by the Common Council of the City of Chippewa Falls this 2023.

Greg Hoffman, Mayo Bridget Givens

21,2023

OWNER'S CERTIFICATE

SMW Chippewa Falls, LLC, TD Chippewa Falls, LLC, and WW Chippewa Falls, LLC, limited liability companies duly organized and existing under and by virtue of the laws of the State of <u>UnSconsy N</u> on behalf of all owners, certify that said limited liability company caused the land described on this map to the subscript difference of the same second seco the surveyed, divided, and mapped as represented on this map.

SMW Chippewa Falls, LLC, TD Chippewa Falls, LLC, and WW Chippewa Falls, LLC, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Chippewa Falls

IN Witness Whereo	SUNCINP	PERAF	ALLS L	ic wweth	has caused	these presents to
be signed by STE WART	M. WHNY			MOUBER		_, al Ocondimensoc
WISLONSIN	, this _	17+11	day of	MARCH		, 2023.

SMW Chippewa Falls, LLC TD Chippewa Falls, LLC WW Chippewa Falls, LLC

on behalf of all ownership entitles above

By: Stewart M. Wangard, Member

STATE OF WELOWSIN :SS WAUKESTHA COUNTY }



day of MARCH IT 2023 PERSONALLY came before me this . STRUMART M. UN HWG HAD MONGER of the above named corporation, to me known as the person who executed the foregoing instrument, and to me known to be such Member of the corporation, and acknowledged that he/she executed the foregoing instrument as such officer, by its authority.

WWWWWW CONS ERIC R. STURM 2309 AGLE JEPT. 23,2022 REVISES JAN. 24, 2023, MARCH 10, 2023 SUR Chippewa County Document # 940007

KHURM. White (SEAL) Notary Public, State of wis wish My commission expires (e 210 A024 My-commission is permanent.

Pg-ZI3 Sheet 3 of 5 Sheets

Page 3 of 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.

OWNER'S CERTIFICATE

Chippewa Crossing Partners, LLC, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: <u>City of Chippewa Falls</u>

IN Witness Whereot, CHIPELUA-CEOSONG PARTNERS, LLC, has caused these presents to be signed by CHIPELEON DEBORNA BERNIMMENT POA, at MILLUAUCE

Chippewa Crossing Partners, LLC

ê 0 By: Deborah A. Bernhardt, attorney-in-fact

for John Bernhardt, Member

STATE OF WISCONSIN)
	:SS
MILWIAUKEE COUNTY	}

PERSONALLY came before me this <u>17</u> day of <u>MH201</u>, 2023, <u>DEBORALL-A, <u>PETAHAROT</u>, <u>POIA</u> of the above named corporation, to me known as the person who executed the foregoing instrument, and to me known to be such Member of the corporation, and acknowledged that he/she executed the foregoing instrument as such officer, by its authority.</u>



M. WILL (SEAL) HUM Notary Public, State of 1015 canisin My commission expires 1/20/2024 My-commission is permanent



Sheet 4 of 5 Sheets

Chippewa County, WI

Recorded in Vol 28 of Certified Survey Maps Pg 211-215 CERTIFIED SURVEY MAP NO. 57/3

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 Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Southeast 1/4, and the Southeast 1/4, and the Southeast 1/4 of the Northwest 1/4, and the Southeast 1/4, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE

SPEING BANK, a <u>WISCONSIN</u> (OR-PORATION, 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 _3821NU BANK , has caused these

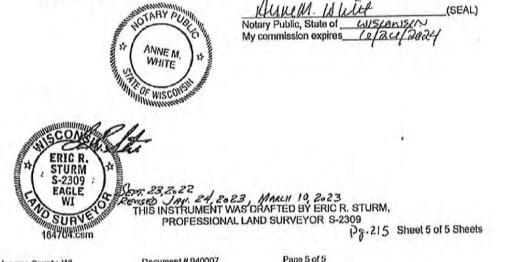
presents to be signed by GLENN MICHARLSEN its SP. VICE PRESIDE and by (title) (name) RICOUKFIELD and

(title) (name) Its corporate seal to be hereunto affixed.

this 17 day of MARCH , 2023.

STATE	OF WISIO	WSIN ;				
COUN	TY OF WHU		un			
	PERSONAL	Y came before me	this 17	day of MAT	2023,	-of-the
GLENN	(name)	(title)	PENT	(name)	(title)	

above named organization, to me known as the person(s) who executed the foregoing instrument, and to me known to be the $\approx \sqrt{2}$ and the ______ of the organization, and to me known to be the \Re , $\sqrt{\rho}$ 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.



Chippewa County, WI

Document # 940007

Page 5 of 5

Steps for intake and screening for Hope Village

- 1. Applicants must meet for a face to face appointment at the CDC Resource Center
 - a. They complete an application
 - b. A criminal background check is printed and if necessary discussed.
 - I. Violent criminal behaviors
 - II. Active drug or alcohol charges (3 year history)
 - III. Apparent use by observation or past contact at the Resource Center
 - c. A request for police records made to Chippewa Falls Police Department
 - d. Consideration for suitability in the available units
 - e. Assessment of their sultability for the program
 - Mental capacity (Are they capable of living in a Tiny Home? would they be safe? Will that type of housing meet their needs.)
 - II. Mental health
 - III. Medical needs
 - Iv. Employment needs
 - v. Transportation needs
 - vI. Are they compatible with the guest in the adjacent house?
- 2. Appropriate for Hope Village
 - a. Contact made with Mike Cohoon, President of Hope Village to notify a guest is ready and to agree on the unit assignment.
 - b. Contact made with the life coaches who will meet the guest at the Tiny House for Introductions and move in procedures.
 - c. Navigator completes the paperwork for admission with the guest.
 - i. Client Data Sheet
 - 1. Contact Information
 - 2. Income sources
 - 3. Other resources (family, friends, professionals, children, service agencies
 - II. Participation Agreement
- 3. A meeting to develop the Stable Housing Plan (SHP) is scheduled within 48 hours at the Tiny House (guest, Navigator, Life Coaches)
- 4. Second Meeting to review the SHP make amendments as needed. Life Coaches are included
- 5. Network friends are introduced and provide support for transportation, housing search, rides for showers; social activities.
- Navigator has contact with the guest weekly to review and update the SHP
- Life Coaches make at least five contacts each week sometimes more. At least two are face-to-face and three or more are by phone call, text or email.
- Navigator extends participation one week at a time pending cooperation and progress with SHP and compliance with the Tiny House rules.

Stable Housing Plan

(



Date

This agreement is between Hope Village-Tiny Housing Alternatives (here after known as "HOPB Village") and ______ (Hereafter known as "the Guest"). First Name, Middle Initial and Last Name

The Guest understands Tiny Houses is Temporary Housing - the duration of the stay is 7 days or less, (with additional seven day stays available upon approval) as outlined in this agreement as follows:

This agreement contain the expectations that the Guest(s) will need to agree to and follow to stay in a Hope Village Tiny House:

- 1. The Guest must follow the Stable Housing Plan developed with the Hope Village Navigator.
- 2. The Guest must maintain daily contact with the Hope Village Navigator while being sheltered.
- 3.
- 4. The Guest will keep the tiny house clean a presentable.
- 5. <u>The Guest will empty the porta-potty daily</u>. The porta-potty is meant for emergency use only. The Porta-potty can be emptied in the bathroom of the church hosting the Tiny House. Hope staff will show you how to empty and maintain the porta-potty.

There is a zero tolerance policy for any of the four following issues causing your immediate ' removal:

- No illegal activities may take place on the property.
- Alcohol is not permitted on the property.
- Illegal Drugs are not allowed on the property.
- · No guns or other weapons are allowed on the property.

6. The Guest will disclose any police record that they may have. Anyone with an open warrant will need to clear it up before being allowed access to a Hope Village house. The local Police Department will be notified of your occupancy,

7. The Guest will notify Hope Village of any police contact within 6 hours of said contact.

Additional rules include:

* No other persons/outside guests allowed in the shelter.

* Cars must be parked in parking lots and not on the lawns.

* Smoking is not allowed in the house.

* No open flames are allowed in the house, this include candles.

**Hope Village reserves the Hope Village reserves the right to enter the unit without notice if there is an immediate or emergency concern for the well-being of the steward or for concerns for the condition of the property. Hope Village also reserves the right to inspect the unit for general issues while attending meetings with guests or with a one hour notice.

** Turn off the air conditioning when you are gone - the unit is small and takes little power to cool. This sures the host churches money on the power bill they pay for you.

* All possessions need to be kept inside the house.

* The Guest will lock the door whenever they leave the premises.

You are assigned to Tiny House # ___, which is located at:

Your HOPE Village Navigator is: _____ Your Life Coach is:

Contact Information for Navigator is: _____ Coach:

The Guest understands they must follow the rules of this agreement in order to stay in the Tiny House.

Guest

Hope Village

Date

Agreement duration from to

IN CASE OF THREATENING WEATHER; If you hear the storm sirens, or a severe storm approaches, vacate the tiny house and move immediately to the alternate site and remain there until the bad weather passes.

(

Referral to Hope Village - Tiny Housing Alternatives Tiny House Shelter

Date:			
Referring Agency	u	By:	
L certify the pers	son I am referring to Hop	pe Village is experiencing home ope Village - Tiny Housing for S	lessness.
Client Name:		DOB:	
Contact Informat	.ion:		
	Cell/emall/mess		
		Services you have provi	lded to date
	been homeless since:	, Their	last
permanent addre	ess was:		
How long had the	ev resided there:		'
Reasons/Cause f	or Homelessness:		
		•	
Income? Yes/No	Source:	Amount:	
	Employment/U.C./Disab	Dillty Per Month/Hour/V	Veek .
Type of Disability	/:		
		A	
Additional Inform	nation:		
· · · · · · · · · · · · · · · · · · ·			

MECS/F:/Hope VIllage/Client Forms 5/25/17

HOPE VILLAGE - TINY HOUSING ALTERNATIVES Authorization for Release of Information

Client Name:	Date o	of Birth:
ereby request and authorize: Hope Village - Tiny Housing Alternatives, c/o Landmark Christian Church 4040 126th Street Chippewa Falls, WI 54		nurch
To Release To:	To Obtain From:	To Exchange With:
Agency: Attention/Worker: Address: City, State, Zip Code:		
Phone Number/Ext.:	FAX:	
Psychological Test/Evaluation Vocational Records/Reports	Medical/Health Records Financial Records/Accounts	Agency Reports Other
Ih compliance with Wisconsin Statutes privileged Information, please release treatment Mental Health Developmental Disabiliti	s, which require special permission records pertaining to: Alcohol Abuse	on to release otherwise _Drug Abuse
The Purpose of Such Disclosure is:	s, which require special permission records pertaining to: Alcohol Abuse esOther: or Services Provide	
Information, please release treatment Mental Health Developmental Disabilities The Purpose of Such Disclosure is: Verify or Determine Eligibility for Other; I.hereby release Hope-VillageTiny Ho that may arise from this act. I also und the original. I understand that I have a released and a copy of this release for writing at any time. Unless revoked, the otherwise specified below.	s, which require special permission records pertaining to: Alcohol Abuse esOther; or ServicesProvide busing-Alternatives; Inc. from all derstand that a copy of this relea a right to inspect and receive a co m. I further understand that I mo of a puthorization will remain in ef	Drug Abuse Shelter/Case Management Tegal responsibility or Tability use will be considered as valid opy of the Information to be ay revoke this authorization, In fect for one year unless
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Information, please release treatment Mental Health Developmental Disabilities The Purpose of Such Disclosure is: Verify or Determine Eligibility for Other; Other; I.hereby release Hope-VillageTiny Ho that may arise from this act. I also und the original. I understand that I have a released and a copy of this release for writing at any time. Unless revoked, the otherwise specified below. Authorization expires as of This information has been disclosed to Regulations (42CFR part 2) and section further disclosure without the specific of	s, which require special permission records pertaining to: Alcohol Abuse esOther: or ServicesProvide pusing-Alternatives; Inc. from all derstand that a copy of this relea a right to inspect and receive a co m. I further understand that I me of suthorization will remain in ef of suthorization will remain in ef of 51.30 Wisconsin Stature, which consent of the person to whom the	Drug Abuse Shelter/Case Management Se Shelter/Case Management Se will be considered as valid opy of the information to be ay revoke this authorization, in fect for one year unless (date) (date) ntiality is protected by Federal of prohibits you from making an his pertains.
Information, please release treatment Mental Health Developmental Disabilities The Purpose of Such Disclosure Is: Verify or Determine Eligibility for Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other: Other	s, which require special permission records pertaining to: Alcohol Abuse esOther: or ServicesProvide pusing Alternatives; Inc. from all derstand that a copy of this relea a right to inspect and receive a co m. I further understand that I m. als authorization will remain in eff by sources whose confide on 51.30 Wisconsin Stature, which consent of the person to whom the	Drug Abuse Shelter/Case Management Tegal responsibility or Tabili se will be considered as vali opy of the Information to be ay revoke this authorization fect for one year unless (date) ntiality is protected by Fede

HOPE Village - Tiny Housing Alternatives

Eligibility for Tiny House Shelter

Hope Village Tiny Housing Alternatives specifically serves persons or families who are experiencing homelessness. Hope Village tiny housing is for shelter.

HOPE VIllage accepts referrals for tiny housing shelter via the CDC Outreach Office in Chippewa Falls (which acts as a central contact point for persons needing shelter, as well as provides a limited number of motel vouchers for shelter).

1- Tiny Housing Shelter is a program serving Chippewa County residents. Persons referred for tiny housing shelter must be residents of Chippewa County for at least 60 days, or have ties to the community (such as having family here or be returning to live here as a result of the homeless event), or already be working a legitimate job within the county that can be verified.

2-Persons referred must be experiencing homelessness- lacking a fixed, regular, nighttime residence.

3. Persons referred will complete an application, meet for an application interview and assessment, and provide proof of identification.

4. All persons applying for tiny housing shelter will undergo a background check for the safety of Hope Village volunteers, and the community hosting the tiny house.

5. Persons applying for tiny housing shelter must demonstrate the following:

a. a willingness to maintain and care for the tiny housing unit.

b. demonstrate a willingness to actively work toward achieving stable housingsuch as meeting with Service Navigators, completing employment search or employment workshops, and budget planning.

c. Applicants will be asked to participate in our "Pay It Forward" Model- to be a participant in tiny housing development in whatever capacity they are able, such as: mentoring another, or helping to build or paint a tiny house, volunteering at a fundraiser, or folding brochures, etc. Hope Village believes it is empowering to be an active partner, to be part of the process.

6. Thy housing shelter may be declined based on criminal history or pending criminal related legal issues or activities. Thy housing may be declined if the applicant does not demonstrate a willingness to move toward stable housing.

7. Persons approved for tiny housing will sign an initial shelter contract for seven days. Additional contracts will be signed if the guest demonstrates follow through on their stable housing plan, and is working toward achieving their goals.

8. If a person is not approved for tiny housing, the Coordinator will make referrals to other community resources and shelter services.

Date	Contact/ce	II #
Email/Other media contact	;	
Name		· · · · · · · · · · · · · · · · · · ·
Last Name	First	Middle Initia)
DOB:	Outle .	Finder (initia)
Other Members of your hou	Social Security N	lumber;
Name:		
Name:	Age:	Relationship:
Name:	Age:	Relationship: Relationship:
Name:	Age;	Relationship: Relationship:
	Age:	Relationship: Relationship:
Last Address		
How long did you live there		
Do you have a Driver's Lice		
How Long have you been w	e & License Number: hout housing:	
How Long have you been w What happened that you lo	e & License Number: hout housing:st your housing;	
How Long have you been w What happened that you lo	e & License Number: hout housing:st your housing;	
How Long have you been w What happened that you lo	e & License Number: hout housing:st your housing: elessness before this	
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Existing Attachmen	t for PD CUP	2021-01 and SUP	Ordinance 2021-01
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(

What do you feel are your greatest barriers to securing or keeping housing?_

Are you Disabled: YES I	10		
Are you Disabled: YES / N	VO DIS	sability :	1.1.1.1.1.1.
Type of Disability	e of Dis	sability Benefits: Yes/	No Amount:
Treatment Plan:			No Amount:
risa anone rian,			
Amount:	pe of Ir	ncome: Source:	/Month.
	_	Per Week/BI-week	kly/Month:
Are you Employed? YES	NO		
radiyou Employed? YES /	NO	What is your Occup	pation:
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Name of Employer: How long have you worke			
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Hope Village- Stable Living Plan

Name_	Week Of	
Goal:		
1.	Find and secure employment/source of income	
2.	Find and secure stable housing	
з.	Identify and address any major health concerns	
4.		
5.		
	Strengths:	Potential barriers to meeting goals:
	1	
	2	2.

Action Steps needed overcome barriers and achieve goals:

Action Step	By Whom	Date Complete
What can I do if I get stuck?	What are we hoping t week?	o accomplish by next
Participate Name/ Signature Date	Navigator Signature	Date

By following this plan your stay with Hope Village will be extended another week.

HOPE VILLAGE - TINY HOUSING ALTERNATIVES Policy Statement on Confidential Information

When a person receives services from HOPE Village - Tiny Housing Alternative, Inc. we assume the obligation to protect the confidentiality of that person's affairs, whether we are on volunteer duty or off.

Volunteers, including the Navigator, Life Coaches, and Network Friends, shall refrain from discussing Hope Village guests or releasing information.

Volunteers shall exercise the same respect of privacy and confidentiality toward fellow volunteers who perform services.

Unauthorized release of information will be cause for ending your volunteer work with Hope Village.

- 1. A "Release of Information" informed consent form must be signed by the guest prior to revealing information about the guest to any individual or agency outside of Hope Village Leadership or staff.
- 2. The only exceptions which would allow contact with an agency or individual without prior written consent are the following:
- з.
- Mandatory reporting of suspected child abuse or neglect.
- Cases where life-threatening situations are present.

3. The Board Chair, Mike Cohoon, and the Navigator will be immediately notified of these events.

4. Guest records must be maintained in a secure manner to protect privacy, as designated by Hope Village leadership.

I have read and understand Hope Village's Policy Statement on Confidential Information.

Volunteer Signature

Date

MECS/E:/Hope Village/Volunteer Forms



Title	Hope Village Sheltering Program Exclusion Criteria
Document #	HVTHA 3
Function	This Policy and Procedure will be used to assess all individuals applying for shelter and participation in the Hope Village-Tiny Housing Alternatives Inc sheltering program.
Release Date	TBD
Audit Date	

Overview:

This Intake Policy and Procedure ensures the safety of our sheltered guests, Hope Village (HV) community and our community partners.

Important:

- All "Intake" forms for potential Hope Village guests will be saved for 7 years.
- Hope Village Policies and Procedures are reviewed annually. This policy can be updated by the Hope Village Board of Directors (BOD) at anytime..
- This Policy and Procedure will be used by the Navigator, HV Staff, HV Volunteers or other individuals who feel unsafe or at risk to request a decision from the Hope Village Vetting Committee regarding participation in the Hope Village sheltering program.
- To minimize risk and liability, the Hope Village Navigator may defer to the Hope Village Vetting Committee for a final decision regarding a potential guest Hope Village sheltering program participation.

Process: Program Exclusion Criteria Include:

- Once the "Initial Intake" is completed, the Navigator will exclude all persons with convictions related to the following:
 - a. Aggravated assault that results in serious bodily injury
 - b. Armed robbery
 - c. Arson of an occupied structure
 - d. Crimes against children as outline in Chapter 948 (see REFERENCE Section.)
 - e. Drug / alcohol related convictions
 - i. No drug/alcohol offenses in the past 365 days.
 - ii. Greater than one OWI
 - iii. An OWI with a child in the vehicle
 - iv. Not currently engaged in drug/alcohol related abuse
 - f. Identity theft
 - g. Domestic Violence: immediate or on-going need for protection.
 - h. Intimidation and coercion
 - i. Kidnapping
 - j. Manslaughter
 - k. Murder
 - 1. Sexual assault or listed on a Sexual Offender Registry in any state.
- 2. The following list of charges will lead to further discussion with Navigator and/or Hope Village Vetting Committee about placement:
 - a. Bad checks
 - b. Bail jumping
 - c. Domestic disturbance
 - d. Obstruction of Justice
 - e. Retail theft

DEFINITIONS:

Hope Village Vetting Committee: includes three members: two Individuals with "sheltering experience (BSW or MSW or 5 years working with the unsheltered population) and a member (1) of the Hope Village Executive Board of Directors. Conviction(as defined by the DOJ): https://docs.legis.wisconsin.gov/statutes/statutes/972/13 Charge(as defined by the DOJ): https://docs.legis.wisconsin.gov/statutes/statutes/968/075 Chapter 948: https://docs.legis.wisconsin.gov/statutes/statutes/948/40 Domestic violence and Domestic disturbance: https://docs.legis.wisconsin.gov/statutes/statutes/968/075

References

Chapter 948 link

Revision History				
Date Revised	Section Name	Revision	Content Owner	
		1		



Date_

 This agreement is between Hope Village-Tiny Housing Alternatives (here after known as "HOPE Village") and ______ (Hereafter known as "the Guest").

 First Name, Middle Initial and Last Name

The Guest understands Tiny Houses is Temporary Housing - the duration of the stay is 7 days or less, (with additional seven day stays available upon approval) as outlined in this agreement as follows:

This agreement contain the expectations that the Guest(s) will need to agree to and follow to stay in a Hope Village Tiny House:

- 1. The Guests understand that forward motion to a better life is mandatory. Hope Village is not a place to "just stay for a while". It is the first step towards stable living... but only IF YOU DO THE WORK!
- 2. The Guest must follow the Stable Housing Plan developed with the Hope Village Navigator.
- 3. The Guest must maintain weekly contact with the Hope Village Navigator while being sheltered.
- 4. The Guest must maintain DAILY contact with their mentors.
- 5. The Guest will keep the tiny house clean and presentable. there will be weekly check ins.
- 6. Guest must follow the Good Neighbor Policy as outlined. It is your responsibility to clean the community center as well as the grounds.

There is a zero tolerance policy for any of the four following issues causing your immediate removal:

- No illegal activities may take place on the property.
- Alcohol is not permitted on the property.
- Illegal Drugs are not allowed on the property.
- No guns or other weapons are allowed on the property.

8. The Guest will disclose any police record that they may have. Anyone with an open warrant will need to clear it up before being allowed access to a Hope Village house. The local Police Department will be notified of your occupancy.

9. The Guest will notify Hope Village of any police contact within 6 hours of said contact.

Additional rules include:

* No other persons/outside guests allowed in the shelter.



* Cars must be parked in parking lots and not on the lawns.

* Smoking is not allowed in the house.

* No open flames are allowed in the house, this include candles.

**Hope Village reserves right to enter the unit without notice if there is an immediate or emergency concern for the well-being of the guest or for concerns for the condition of the property. Hope Village also reserves the right to inspect the unit for general issues while attending meetings with guests or with a one hour notice.

**** Turn off the air conditioning when you are gone -** the unit is small and takes little power to cool. This saves money on the power bill that is being paid for you.

* All possessions need to be kept inside the house.

* The Guest will lock the door whenever they leave the premises.

You are assigned to Tiny House # ____, which is located at:<u>1825 Kennedy Road Chippewa Falls,</u> WI 54729

Your HOPE Village Navigator is:______ Your Mentors are:_____

Contact Information for Navigator is: ______Mentors: ______

The Guest understands they must follow the rules of this agreement in order to stay in the Tiny House.

Guest	Hope Village	

Date

Agreement duration from ______ to _____

IN CASE OF THREATENING WEATHER; If you hear the storm sirens, or a severe storm approaches, vacate the tiny house and move immediately to the basement of the community center. If after hours, the side door will be triggered to unlock and give access. Please remain there until the inclimate weather passes.



Volunteer Information

l Name:				Date:
	Last	First	<i>M.I.</i>	
ress:				
	Street Address			Apartment/Unit #
	City		State	ZIP Code
ie:		Туре:		
ail:				

Volunteer Interests

Volunteers can contribute to in many different areas. Training is provided and we work to meet the needs of our guests alongside while matching the interest and skills of our volunteers. Please select all that apply to your interests, and we will connect with you for questions / info.

- _____ Cleaning and stocking tiny homes We ensure each tiny home is clean prior to new guests moving in.
- Community center staffing Staffing allows our guests to use showers, kitchen, laundry facilities.
- _____ Finance Financial oversight for the organization.
- Fundraising Identify and implement various fundraising opportunities.
- ____ Grant writing Generates financial support for our operations.
- _____ Guest support Mentor our guests.
- _____ Housing search Assist in locating reasonably priced rentals for guests.
- Promotion and outreach Build, maintain, and promote the Hope Village brand.
- Sales organization Assist our resale group in organization activities.
- _____ Property management Maintain our tiny homes and community center.
- _____ Volunteer organization Recruit new volunteers and assist in records organization.

Volunteer Availability

Please select your best availability.

Occasionally for events.	Mornings
Any weekday	Afternoons
Weekends	Evenings
Only on these days: M Tu W Th F S Su	Any time

HOPE VILLAGE GOOD NEIGHBOR POLICY MANUAL

Revised 5.23.23 MSC

Welcome, guests, to Hope Village- Tiny Housing Alternatives! Hope Village is a new and unique program in the Chippewa Valley. Because we are new, the eyes of the community, our community donors and state/federal funders will be watching. We want them all to see what a great asset Hope village is to Chippewa Falls, and how successful you can be in achieving your goals. How we conduct ourselves, reflects upon Hope Village, and impacts each other and our community. New Programs also means we will be learning together; your input and feedback will be important to us. In turn, you may expect changes to our policies or operations, as we become the best version of Hope Village!

Non-Discrimination Policy

Hope Village complies with applicable Federal civil rights laws and **does not discriminate on the basis of race**, **color**, **national origin**, **age**, **disability**, **or sex**. Hope Village does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Firearms and Other Weapons

Firearms and other Weapons are prohibited on the property of Hope Village. Residents are not allowed to carry firearms or other weapons on the grounds, nor store firearms or other weapons in their housing unit.

Maintaining a Drug Free and Alcohol Free Environment

Hope Village maintains a drug-free and alcohol-free environment for the safety of all residents and staff. It is against Hope Village rules for any resident to possess or store alcohol or drugs in your tiny house units, nor on the grounds of Hope Village.

Hours of Operation

The Community Center at Hope Village is open from 6:30am to 10:30pm as volunteers are available. Staff or volunteers will be present while the Community Center is open. One bathroom will be accessible to residents after the Community Center is locked. This bathroom is for residents only.

Maintaining a Positive and Respectful Hope Village

Hope Village strives for a happy and positive environment. Residents, staff and volunteers will treat each other with respect and dignity, and respect the privacy of each resident. All persons will refrain from using disrespectful language. We will LISTEN to each other. Residents shall not give out the names nor share information of their tiny house neighbors. Staff and volunteers will protect the privacy of residents. We want to support you in your journey to permanent housing, while making your stay at Hope Village as safe and positive experience. Let's be good to ourselves and to each other.

Smoking/Vaping Policy

There is no Smoking/Vaping/E-Cigarette smoking allowed in Hope Village buildings, including your tiny housing unit. Smoking outside your tiny house is allowed, provided you safely extinguish cigarettes in the proper containers provided, and butt/materials are picked up for a clean and safe smoking area.

Pets

No pets are allowed at Hope Village, we do not have the capacity.

Parents with Children - Supervising your Children

Parents cannot leave their children unattended and must supervise their children at all times. Hope Village does not, under any circumstances, provide childcare. Other residents are not allowed to watch your children while a parent works, sleeps or runs errands. Safe, appropriate childcare can be arranged with the help of your navigator, prior to starting a job.

Children are not allowed to enter other resident's tiny house units.

Storage of Resident's Personal Items

Each resident must keep all possessions within the footprint of their tiny housing area. This area shall be kept clean and orderly. A designated storage area for each resident is provided in the basement of the Community Center. Residents can access the basement with the Director's permission. A volunteer or staff member will accompany the resident while in the basement. Children's items can be kept neatly tucked under the tiny house on the cement slab that the house is sitting on.

Parking and your vehicle

Each resident has a parking space. All vehicles must be in running order, no broken down or leaking vehicles are allowed at Hope Village. If your vehicle needs work or an oil change, it cannot be done on the grounds of Hope Village, but taken to a garage. All vehicles must be registered.

Access to Community Center, Kitchen, Bathrooms, Laundry

Each Resident will be given a KEY FOB to access the outside bathroom after hours; when the Community Center is closed. The Community room, Kitchen, Laundry Rooms and other Bathrooms will be open and available from 6:30am to 10:30pm or as volunteers are available.

When using the kitchen, residents may bring in food to prepare using the stove, microwave or fridge. There is a freezer available as well. Each resident is responsible for cleaning up after they use the kitchen, before leaving the area. Wash, dry and put away your dishes, silverware, pots and pans. Wipe down the counters, stove, or microwave used. Sweep up any food, debris on the floor. Wash out the sink and spray sanitizer. Lets make this area as nice as you found it!

The key to a successful community kitchen and dining/living room use, is communication and working together. There are times when your neighbors may be using the kitchen or watching tv, or sitting at the desk/computer when you want to. Be courteous and willing to compromise. Work together to find a solution and be thoughtful of your neighbor's needs, too.

There are two washers and two dryers. Be sure to clean up after you are done; empty lint catch, pick up your area. If there is any debris in the washer or dryer after use, be sure to wipe them out.

In the event your KEY CARD does not work, you can call Mike, the Director at 715-210-5405

Building Security and Visitor Policy

For the safety of our residents, staff and volunteers, no other persons are allowed in your tiny house unit, including other Hope Village residents. No other persons are allowed in the bathroom after hours, except Hope Village residents.

Visitors can meet with residents in the community center.

Residents can access the Community Center with their key card from 6:30am to 10:30pm. A staff member can activate your card to gain entrance during those hours.

In the Event of Bad Weather/Disaster

In the event of dangerous weather/weather sirens. Residents will be able to access the door to the basement, where they can be safe from storms. A staff member can remotely activate a KEY CARD for access to the basement door.

Residents will move to the provided space in the basement, by the West Wall. A Clear Tote containing flashlights, a weather radio, water, a first aid kit and some blankets will be available. Residents will remain in the storm shelter until the storm has safely passed. A staff member or volunteer will communicate with a designated resident.

Housekeeping in the Community Center

Each Guest will be assigned cleaning chores of the Community Center. The Director will draw names for chores to be completed each DAY/WEEK? Areas to be cleaned include the following:

Interior:

- Each of the four Bathrooms which include three shower areas: Sweep and mop floors, scrub shower and sanitize, clean toilet, clean and sanitize sink, empty garbage, sanitize doorknobs & handles.
- <u>The Kitchen</u>: Sweep and mop floor, wipe down and sanitize counters, wipe out the microwave, clean stove top, clean and sanitize sinks, wipe down fridge, clean inside fridge by throwing away food/food containers that are older than three days, wipe off shelves if there is food spilled or odors in fridge, empty garbage and recycling, sanitize doorknobs & handles.
- <u>The Community and Dining Room</u>: Sweep and mop floors, Clean tables, chairs, desk and coffee table, vacuum furniture, empty garbage and recycling, sanitize doorknobs & handles.
- Laundry Room: Sweep and mop floors, wipe machine down, empty garbage, sanitize doorknobs & handles.
- Utility Room: Sweep and mop floor, clean sink and sanitize, sanitize doorknobs & handles.
- <u>Conference Room</u>: Vacuum Carpet, wipe down table and chairs, empty the garbage, sanitize doorknobs & handles.
- <u>Windows:</u> Clean windows in the Community Room, the Conference Room and the Laundry Room.

Exterior:

- Mowing the Lawn: You may be asked to mow part or all of the lawn area (to be determined) and use a weed eater.
- <u>Snow Removal</u>: Shovel snow from your portion of the sidewalk which is the section from your porch to the sidewalk in front of your tiny house.
- Snow Removal: Shovel the sidewalk between the community center and the parking lot.

Issues with a Hope Village Neighbor:

If an issue arises between you and another Hope Village guest please try to resolve it between the two parties. If a resolution can't be reached set up a time with Mike or Jenn to discuss the situation. Please only call the authorities if a serious or dangerous situation warrants it. It is important that we work together to resolve any issues that arise between our guests.

Sign	Date
Sign	Date



Initial Intake Assessment

	20 N 10 10 10 10 10 10 10 10 10 10 10 10 10	1	Personal Informa	tion	
Full Name	Last		First	DO M.I.	B:
÷	Street Address				Apartment/Unit #
ī	City			State	ZIP Code
Phone			Email		
- 2.			Personal Histo	ry	
Please list	all names and addresse	s used in the past		· · · · · · · · · · · · · · · · · · ·	
Full Name:				Date Used:	
Full Name:				Date Used:	
Address:				Date Used:	
Address:				Date Used:	
Please list Company:	ar an		Employment Stat special skill sets you possess.	5.52	
Address:					
Job Title:				Ending Salary	\$
Responsib	ilities:				
From:		to:	Reason for L	eaving:	
Company:				Phone:	4
Address:				Supervisor:	
Job Title:			Starting Salary:\$	Ending Salary	\$
Responsib	ilities:				
From:		_ to:	Reason for L	eaving:	
Company:				Phone:	
Address:				Supervisor:	
Job Title:			Starting Salary:\$_	Ending Salary	s
Responsib	ilities:				

From: to:	Reason for Leaving:	
Special knowledge or skills sets you have:		
	Military Service	
Branch:		To:
	Type of Discharge:	
If other than honorable, explain:		
	Family Demographics	
Please list the names and ages of all individuals	s who will reside in the tiny home.	
	Criminal History	
Please list all criminal charges, misdemeanor cl	harges, or warrants in the past 5 years for anyone residing in	the tiny home
n na presidente en la la tradición de la Constructión de la construcción de la construcción de la construcción A la construcción de la construcción	harges, or warrants in the past 5 years for anyone residing in t	the tiny home Date:
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Charge: Charge: Charge: Charge: Charge: Please list all health or mobility concerns. Do yo Please describe your current situation. What lea I certify that my answers are true and complete	Health History ou have a pet, ESA, or service animal? Current Situation d to you seeking shelter? How long have you been homeless? Disclaimer and Signature to the best of my knowledge.	Date: Date: Date: Date:
Charge: Charge: Charge: Charge: Please list all health or mobility concerns. Do yo	Health History ou have a pet, ESA, or service animal? Current Situation d to you seeking shelter? How long have you been homeless? Disclaimer and Signature to the best of my knowledge.	Date: Date: Date: Date:



Title	Hope Village Sheltering Program Exclusion Criteria	
Document #	HVTHA 3	
Function	This Policy and Procedure will be used to assess all individuals applying for shelter and participation in the Hope Village-Tiny Housing Alternatives Inc sheltering program.	
Release Date	TBD	
Audit Date		

Overview:

This Intake Policy and Procedure ensures the safety of our sheltered guests, Hope Village (HV) community and our community partners.

Important:

- All "Intake" forms for potential Hope Village guests will be saved for 7 years.
- Hope Village Policies and Procedures are reviewed annually. This policy can be updated by the Hope Village Board of Directors (BOD) at anytime..
- This Policy and Procedure will be used by the Navigator, HV Staff, HV Volunteers or other individuals who feel unsafe or at risk to request a decision from the Hope Village Vetting Committee regarding participation in the Hope Village sheltering program.
- To minimize risk and liability, the Hope Village Navigator may defer to the Hope Village Vetting Committee for a final decision regarding a potential guest Hope Village sheltering program participation.

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- 1. Once the "Initial Intake" is completed, the Navigator will exclude all persons with convictions related to the following:
 - a. Aggravated assault that results in serious bodily injury
 - b. Armed robbery
 - c. Arson of an occupied structure
 - d. Crimes against children as outline in Chapter 948 (see REFERENCE Section.)
 - e. Drug / alcohol related convictions
 - i. No drug/alcohol offenses in the past 365 days.
 - ii. Greater than one OWI
 - iii. An OWI with a child in the vehicle
 - iv. Not currently engaged in drug/alcohol related abuse
 - f. Identity theft
 - g. Domestic Violence: immediate or on-going need for protection.
 - h. Intimidation and coercion
 - i. Kidnapping
 - j. Manslaughter
 - k. Murder
 - I. Sexual assault or listed on a Sexual Offender Registry in any state.
- 2. The following list of charges will lead to further discussion with Navigator and/or Hope Village Vetting Committee about placement:
 - a. Bad checks
 - b. Bail jumping
 - c. Domestic disturbance
 - d. Obstruction of Justice
 - e. Retail theft

DEFINITIONS:

Hope Village Vetting Committee: includes three members: two Individuals with "sheltering experience (BSW or MSW or 5 years working with the unsheltered population) and a member (1) of the Hope Village Executive Board of Directors. Conviction(as defined by the DOJ): https://docs.legis.wisconsin.gov/statutes/statutes/972/13 Charge(as defined by the DOJ): https://docs.legis.wisconsin.gov/statutes/statutes/968/075 Chapter 948: https://docs.legis.wisconsin.gov/statutes/948/40 Domestic violence and Domestic disturbance: https://docs.legis.wisconsin.gov/statutes/statutes/statutes/968/075

References

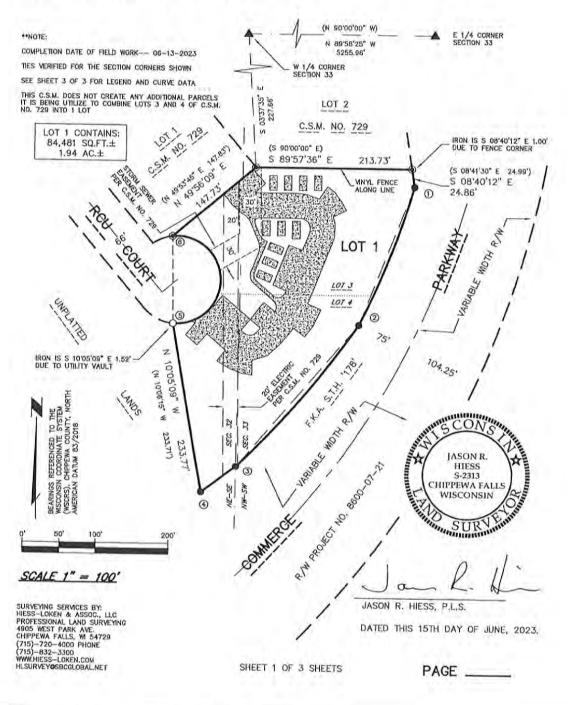
Chapter 948 link

Revision History				
Date Revised	Section Name	Revision	Content Owner	

CHIPPEWA CO. CERTIFIED SURVEY MAP NO.

> RECORDED IN VOL____OF THE CERTIFIED SURVEY MAPS PAGE _____

ALL OF LOTS 3 AND 4, C.S.M. NO. 729, RECORDED IN VOL. 2, C.S.M.S, P. 266-268, AS DOC. NO. 464476, AND PART OF THE NE 1/4 OF THE SE 1/4, SECTION 32 AND THE NW 1/4 OF THE SW 1/4, SECTION 33, ALL IN T29N, R8W, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN CAD NAME: HOPE VILLAGE231



CHIPPEWA CO. CERTIFIED SURVEY MAP NO. _

> RECORDED IN VOL _OF THE

CERTIFIED SURVEY MAPS PAGE

ALL OF LOTS 3 AND 4, C.S.M. NO. 729, RECORDED IN VOL. 2, C.S.M.S, P. 266-268, AS DOC. NO. 464476, AND PART OF THE NE 1/4 OF THE SE 1/4, SECTION 32 AND THE NW 1/4 OF THE SW 1/4, SECTION 33, ALL IN T29N, R8W, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN CAD NAME: HOPE MILLAGE231

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.

CERTIFIED SURVEY MAP. THAT THE EXTERIOR BOUNDARY OF THE LAND SURVEYED AND MAPPED IS AS FOLLOWS: ALL OF LOTS 3 AND 4, CERTIFIED SURVEY MAP NUMBER 729, RECORDED IN VOLUME 2, CERTIFIED SURVEY MAPS, PAGE 266–268, AS DOCUMENT NUMBER 464476, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 32 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 33, ALL IN TOWNSHIP 29 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 33; THENCE S.03'37'35"E, 227.66 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S.89'57'36"E. ALONG THE NORTH LIEN THEREOF, 213.73 FEET TO THE WESTERLY RIGHT OF WAY LINE OF COMMERCE PARKWAY, FORMERLY KNOWN AS STATE TRUNK HIGHWAY '178'; THENCE S.08'40'12" ALONG SAID RIGHT OF WAY LINE, 24.46 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A 1070.92 FOOT RADIUS CURVE, CONCAVE WESTERLY, WHOSE CHORD BEARS S.21'28'40"W. 203.11 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A 1070.92 FOOT RADIUS CURVE, CONCAVE WESTERLY, WHOSE CHORD BEARS S.40'31'20"W. 255.68 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A 1273.24 FOOT RADIUS CURVE, CONCAVE WESTERLY, WHOSE CHORD BEARS S.52'25'26"W. 59.95 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE N.010'05'09"W. ALONG THE WEST LINE THEREOF, 233.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE N.010'05'09"W. ALONG THE WEST LINE THEREOF, 233.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE N.010'05'09"W. ALONG THE WEST LINE THEREOF, 233.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE N.010'05'09"W. ALONG THE WEST LINE THEREOF, 233.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE N.010'05'09"W. ALONG THE WEST LINE THEREOF, 233.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE N.00'05'09"W. ALONG THE WEST LINE THEREOF, 233.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE N.00'05'09"W. ALONG THE WEST LINE THEREOF, 233.77 FEET TO WESTERLY, WHOSE CHORD BEARS N.00'45'40"W. 119.42 FEET TO THE POINT OF BEGINNING. OF 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, P.L.S. DATED THIS 15TH DAY OF JUNE, 2023.



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, W 54729 (715)-720-4000 PHONE (715)-832-4300 WW/HIESS-LOKEN.COM HLSURVEY06SBCGLOBALNET

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CHIPPEWA CO. CERTIFIED SURVEY MAP NO.

> RECORDED IN VOL____OF THE CERTIFIED SURVEY MAPS PAGE _____

ALL OF LOTS 3 AND 4, C.S.M. NO. 729, RECORDED IN VOL. 2, C.S.M.S, P. 266-268, AS DOC. NO. 464476, AND PART OF THE NE 1/4 OF THE SE 1/4, SECTION 32 AND THE NW 1/4 OF THE SW 1/4, SECTION 33, ALL IN T29N, R8W, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN CAD NAME: HOPE VILLAGE231

 $\label{eq:curve_data_1-2} \begin{array}{l} \mbox{Arc Length} = 203.43' \\ \mbox{RADIUS} = 1070.92' \\ \mbox{Central AnGLE} = 10'53'02" (05'21'01") \\ \mbox{CHORD BEAR.} = $$21'28'40" W ($21'27'18" W) \\ \mbox{CHORD LENGTH} = 203.11' \\ \mbox{ST AN BEAR.} = $$10'20'9" W \\ \mbox{2ND, TAN, BEAR.} = $$26'35'11" W \\ \end{array}$

CURVE DATA 2-3 ARC LENGTH = 256.11' RADIUS = 1273.24' CENTRAL ANGLE = 11'31'29" (04'30') CHORD BEAR. = S 40'31'20" W (S 40'28'57" W) CHORD LENGTH = 255.68' (255.60') IST TAN BEAR. = S 34'45'35" W 2NO. TAN. BEAR. = S 46'17'04" W

CURVE DATA 5-6 ARC LENGTH = 200.31' RADIUS = 60.00' CENTRAL ANCLE = 19117'04" CHORD BEAR. = N 00'45'40" W CHORD LENGTH = 119.42' 15T TAN BEAR. = S 63'35'48" W



DATED THIS 15TH DAY OF JUNE, 2023.

SURVEYING SERVICES BY: HIESS-LOKEN & ASSOC, LLC PROFESSIONAL LAND SURVEYING 4905 MIST PARK AVE CHIPPEWA FALLS, W 54729 (713)-720-4000 PHONE (715)-832-4300 WWW.HIESS-LOKEN.COM HLSURVEY05BCGLOBALNET

LEGEND -- 1 1/4" O.D. IRON PIPE FOUND 0 -- 1" O.D. IRON PIPE FOUND . --- MAG NAIL FOUND O -- 1" O.D. X 18" IRON PIPE WEIGHING 1.13 LBS./LINEAL FOOT, SET -- ASPHALT OR CONCRETE AREA () -- RECORDED AS N. --- NORTH S. --- SOUTH E. --- WEST W. --- WEST NE --- NORTHEAST NW --- NORTHEAST SE --- SOUTHEAST SW --- SOUTHEAST SW --- DEGREES ----MINUTES OR FEET -- MINUTES OR FEET -- SECONDS -- TOWNSHIP -- RANGE --- OUTSIDE DIAWETER ---- POUNDS ---- FEET ---- FEET ---- ACRES ---- EXCLUDING L. ---- EXCLUDING L. ---- EXCLUDING R ---O.D. SQ. -FT. -AC. -INCL EXCL. BEAR. --- BEARING F.K.A. ---- FORMERLY KNOWN AS

SHEET 3 OF 3 SHEETS

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