 <p>VILLAGE OF HOBART GREATNESS IS GROWING Village of Hobart Village Office 2990 S. Pine Tree Rd, Hobart, WI www.hobart-wi.org - www.buildinhobart.com</p>	<p>Notice is hereby given according to State Statutes that the PLANNING AND ZONING COMMISSION of the Village of Hobart will meet on Wednesday May 11th 2022 NOTICE OF POSTING: Posted this 6th day of May, 2022 at the Hobart Village Office, 2990 S. Pine Tree Rd and on the village's website.</p>
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MEETING NOTICE – PLANNING AND ZONING COMMISSION

Date/Time: Wednesday May 11th 2022 (5:30 P.M.)

Location: Village Office, 2990 South Pine Tree Road

ROUTINE ITEMS TO BE ACTED UPON:

1. Call to order/Roll Call.
2. Certification of the open meeting law agenda requirements and approval of the agenda
3. Election of Commission Chairperson and Vice-Chairperson
4. Approval of Minutes – April 13th 2022 (Page 3)
5. Public Comment on Non-Agenda Items

ACTION ITEMS

6. DISCUSSION AND ACTION – Consider Final Plat for North Autumn Joy Subdivision, HB-362-5 (Page 4)

Richard and Kristine Vande Hei are the current owners of the property located at 1260 S. Pine Tree Rd. and they are proposing a single-family plat creating 6 new single-family lots along with 1 new outlot towards the rear (eastern) half of the property. This submittal is for the review of the final plat. These new residential lots will have street frontage along the future Autumn Joy Dr. that is planned to be constructed in 2022 to serve as a second roadway accessing the previously approved Southwind Estates Subdivision. There have been no changes from the layout and review of the preliminary plat back in April 2022.

7. DISCUSSION AND ACTION – Consider Preliminary and Final Plat for South Autumn Joy Subdivision, HB-362 (Page 9)

Lars and Nicole Batzel are the current owners of the property located at 1244 S. Pine Tree Rd. (HB-362) and they are proposing a single-family plat creating 6 new single-family lots with 4 lots towards the rear (eastern) half of the property and 2 lots towards the front (western) half of the property. These new residential lots will have street frontage along the future Autumn Joy Dr. that is planned to be constructed in 2022 to serve as a second roadway accessing the previously approved Southwind Estates Subdivision.

8. DISCUSSION AND ACTION – Rezone 1244 S. Pine Tree Rd., HB-362 from A-1: Agricultural District to R-1: Residential District and R-2R: Residential District (Page 16)

Lars and Nicole Batzel are the current owners of the property located at 1244 S. Pine Tree Rd. and they are proposing a single-family plat creating 6 new single-family lots with 4 lots towards the rear (eastern) half of the property and 2 lots towards the front (western) half of the property. This existing parcel is currently zoned A-1: Agricultural District and will need to be rezoned to R-2-R: Residential District for Lots 1 and 2 of the submitted plat map and rezoned to R-1: Residential District for Lots 3-7 of the submitted plat map to accommodate the proposed lot widths and lot area for the newly created lots as the proposed. This request is to rezone parcel HB-362 from A-1: Agricultural District to R-1: Residential District for Lots 3-7 and to R-2-R: Residential District for Lots 1 & 2 of the proposed South Autumn Joy Subdivision Plat.

9. DISCUSSION AND ACTION - Consider 4 Lot CSM for 522 Orlando Dr., HB-314 (Page 22)

Rivers of Life Ministries, Inc. are the current owners of the property located at 522 Orlando Dr. (HB-314) and they are proposing a 4 lot Certified Survey Map (CSM) creating 3 new residential lots while maintaining a separate lot for the existing religious institution. Two of the new residential lots will have street frontage along Orlando Dr. while one new residential lot will have street frontage along S. Overland Rd.

10. DISCUSSION AND ACTION - Consider Rezoning for 522 Orlando Dr., HB-314 (Page 30)

Rivers of Life Ministries, Inc. are the current owners of the property located at 522 Orlando Dr. (HB-314) and they are proposing a 4 lot Certified Survey Map (CSM) creating 3 new residential lots while maintaining a separate lot for the existing religious institution. Due to the creation of two lots that will be less than 2.5 acres, the owners are proposing to rezone two of the proposed lots to ER: Estate Residential and two lots to R-2-R: Residential District from the current zoning of R-2: Residential District.

11. DISCUSSION AND ACTION - Modifications/Amendments to the Zoning Ordinance, Chapter 295, Section 295-187, Conditional Uses Pertaining to Religious Institutions (Page 39)

Village Staff has recently received a Certified Survey Map (CSM) pertaining to proposed land divisions of an existing religious institution located at 522 Orlando Dr. (HB-314). After reviewing the Village Zoning Code, Village Staff is recommending some amendments / modifications to the Conditional Uses listed in Section 295-187 (R-2-R) pertaining to Religious Institutions.

12. DISCUSSION AND ACTION - Consider CUP for a Religious Institution located at 522 Orlando Dr., HB-314 (Page 42)

Rivers of Life Ministries, Inc. are the current owners of the property located at 522 Orlando Dr. (HB-314) and they are proposing a 4 lot Certified Survey Map (CSM) creating 3 new residential lots while maintaining a separate lot for the existing religious institution. Additionally, they are proposing a rezoning of the new lots and with the rezoning of the church parcel to R-2-R: Residential District, the existing Conditional Use Permit would need to be amended to comply with the new zoning district. There are no proposed changes to the facility or its current operations, this CUP request to connect it with the rezoning of the parcel.

13. DISCUSSION AND ACTION - Consider CUP for a faith-based residential recovery facility for substance and alcohol abuse residents located at 1071 Hill Dr., HB-579-4 & HB-580-6 (Page 45)

Adult & Teen Challenge Northeastern Wisconsin is proposing to purchase the property located at 1071 Hill Dr., (HB-579-4 & HB-580-6) and operate a faith-based residential recovery facility for substance and alcohol abuse residents at this location. The property is currently zoned ER: Estate Residential and such a facility is only allowed in this zoning district as a Conditional Use Permit (CUP). This request is for a CUP to operate such a facility at this location. The applicant(s) is proposing to operate recovery facility at this location that would be in excess of 16 persons being served by the program.

14. ADJOURN

Aaron Kramer, Village Administrator

COMMISSION MEMBERS: Rich Heidel (Chairperson), Dave Dillenberg (Vice-Chairperson), Jeff Ambrosius, Tom Dennee, David Johnson, Bob Ross, John Rather

NOTE: Page numbers refer to the meeting packet. All agenda and minutes of Village meetings are online: www.hobart-wi.org. Any person wishing to attend, who, because of disability requires special accommodations, should contact the Village Clerk-Treasurer at 920-869-1011 with as much advanced notice as possible. Notice is hereby given that action by the Board may be considered and taken on any of the items described or listed in this agenda. There may be Board members attending this meeting by telephone if necessary.



Village of Hobart Planning & Zoning Commission Minutes
Hobart Village Office; 2990 S. Pine Tree Rd, Hobart, WI
Wednesday, March 9, 2022 – 5:30 pm

1. Call to Order, Roll Call:

The meeting was called to order by Richard Heidel at 5:34 pm. Roll call: Bob Ross, aye; John Rather, aye; Rich Heidel, aye; Dave Dillenburg, excused; Jeff Ambrosius, aye; Tom Dennee, aye; David Johnson, aye.

2. Verify/Modify/Approve Agenda:

Motion by Rich Heidel, seconded by Jeff Ambrosius to approve the agenda as presented. The motion passed unanimously.

3. Approval of Planning & Zoning Minutes:

Motion by Bob Ross, seconded by David Johnson to approve the March 9, 2022 minutes as presented. The motion passed unanimously.

4. Public Comment on Non-Agenda Items:

None.

5. Consider Plat for North Autumn Joy Subdivision, HB-362-5:

Motion by Bob Ross, seconded by Tom Dennee, to approve a 7 lot CSM separating HB-362-5 into 6 new single-family lots and 1 new out lot. The motion passed unanimously.

6. Consider rezoning for 1260 S. Pine Tree Road, HB-362-5 from A-1: Agricultural District to R-1: Residential District:

Motion by Rich Heidel, seconded by Tom Dennee, to approve 6 new single-family lots and 1 new out lot. The motion passed unanimously.

7. Discussion and update on quarry operations at existing quarry located at 361 Orlando Drive:

Scott Janssen from the quarry gave updates to the committee. Paul and Jean Petersen, 380 Orlando Drive attended the meeting and brought forth concerns for "No Engine Braking" signs on Orlando Drive for the quarry trucks. The committee agreed to contact the Department of Public Works and the Police Department to get the needed signage installed.

8. Adjourn:

Motion by Rich Heidel, seconded by David Johnson, to adjourn at 6:06pm. The motion passed unanimously.



TO: Planning & Zoning Commission

**RE: Consider Plat for North Autumn Joy Subdivision,
HB-362-5**

FROM: Todd Gerbers, Director of Planning and Code Compliance

DATE: April 13, 2022

ISSUE: Review and consider proposed 8 lot, Single Family Plat along the future Autumn Joy Dr., HB-362-5

RECOMMENDATION: Staff recommends Conditional Approval.

GENERAL INFORMATION

1. Owner: Richard & Kristine Vande Hei
2. Agent(s)/Petitioner(s): Mike Andraschko / Mau & Associates, LLP
3. Parcel(s): HB-362-5
4. Present Zoning: A-1: Agricultural District

BACKGROUND

Richard and Kristine Vande Hei are the current owners of the property located at 1260 S. Pine Tree Rd. and they are proposing a single-family plat creating 6 new single-family lots along with 1 new outlot towards the rear (eastern) half of the property. These new residential lots will have street frontage along the future Autumn Joy Dr. that is planned to be constructed in 2022 to serve as a second roadway accessing the previously approved Southwind Estates Subdivision.

The new Autumn Joy Dr. will be mainly a rural designed roadway with curb and gutter only extending the depth of the lots fronting on Copilot Way (that subdivision is entirely curb and gutter design). The remainder of the new roadway will transition to having ditches constructed as the roadway continues to the west out to S. Pine Tree Rd. Although this will be of a rural road design, municipal water will be extended the full length of Autumn Joy Dr. (mainly to provide water for fire protection out towards S. Pine Tree Rd.) and municipal sanitary sewer will extend as far as possible to the west before it runs out of proper depth. That design is currently being worked on by the Public Works Department with the Village Engineer and the property owner. Being that these new 6 lots plus the outlot should be able to be served by sewer and water, the lots were designed to comply with the lot widths and area to be zoned to R-1: Residential District. Those minimum standards are 100 feet in lot width and 12, 000 square feet of lot area.

The entire existing parcel will need to be rezoned as the proposed plat has reduced lot sizes similar to those of a R-1: Residential District and the property is currently zoned A-1: Agricultural District. This request is for the plat and the rezoning will be addressed in a separate action item.

RECOMMENDATION/CONDITIONS

Staff recommends approval of the 8 lot plat for the North Autumn Joy Subdivision, subject to the following conditions:

1. Securing the necessary rezoning of the parcel
2. Payment of the Park Fee of \$1,800.00 (\$300.00 per lot, excluding existing developed lot and outlot)



- Rezoning Review
 Conditional Use Permit Review
 Planned Development Review
 CSM/Plat Review

Village of Hobart
 Dept of Neighborhood Services
 2990 S Pine Tree Rd
 Hobart WI 54155
 Phone: (920) 869-3809
 Fax (920) 869-2048

APPLICANT INFORMATION

Petitioner: Mike Andraschko Date: 3/11/2022
 Petitioner's Address: 400 Security Blvd. City: Green Bay State: WI Zip: 54313
 Telephone #: (920) 434-9670 Fax: () _____ Other Contact # or Email: mandraschko@mau-associates.com
 Status of Petitioner (Please Check): Owner Representative Tenant Prospective Buyer

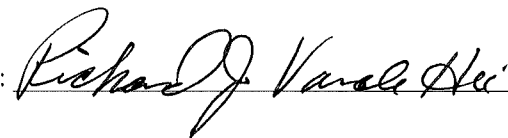
Petitioner's Signature (required):  Date: 3/15/22

OWNER INFORMATION

Owner(s): Richard and Kristine Vande Hei Date: 3/11/2022
 Owner(s) Address: 1260 S. Pine Tree Road City: De Pere State: WI Zip: 54115
 Telephone #: (920) 336-9414 Fax: () _____ Other Contact # or Email: _____
 Ownership Status (Please Check): Individual Trust Partnership Corporation

Property Owner Consent: (required)

By signature hereon, I/We acknowledge that Village officials and/or employees may, in the performance of their functions, enter upon the property to inspect or gather other information necessary to process this application. I also understand that all meeting dates are tentative and may be postponed by the Neighborhood Services Department for incomplete submissions or other administrative reasons.

Property Owner's Signature:  Date: 3/15/22

SITE INFORMATION

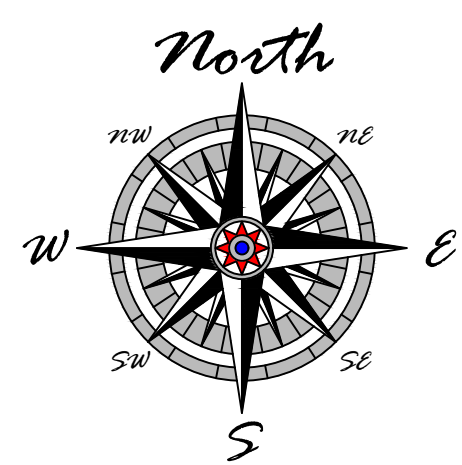
Address/Location of Proposed Project: 1260 S Pine Tree Road / Autumn Joy Drive Parcel No. HB-362-5
 Proposed Project Type: 8-Lot single family subdivision plat
 Current Use of Property: residential / farm field Zoning: A-1
 Land Uses Surrounding Site: North: Open / Vacant
 South: residential
 East: residential
 West: residential

****Please note that a meeting notice will be mailed to all abutting property owners regarding your request prior to any Public Hearing.**

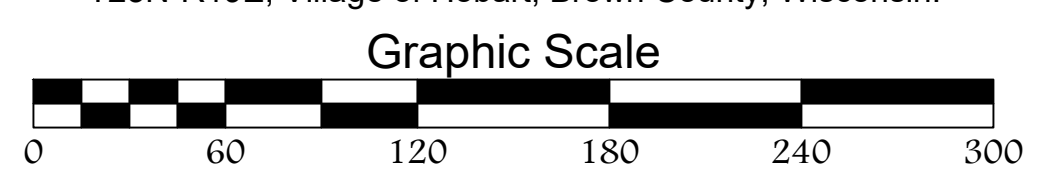
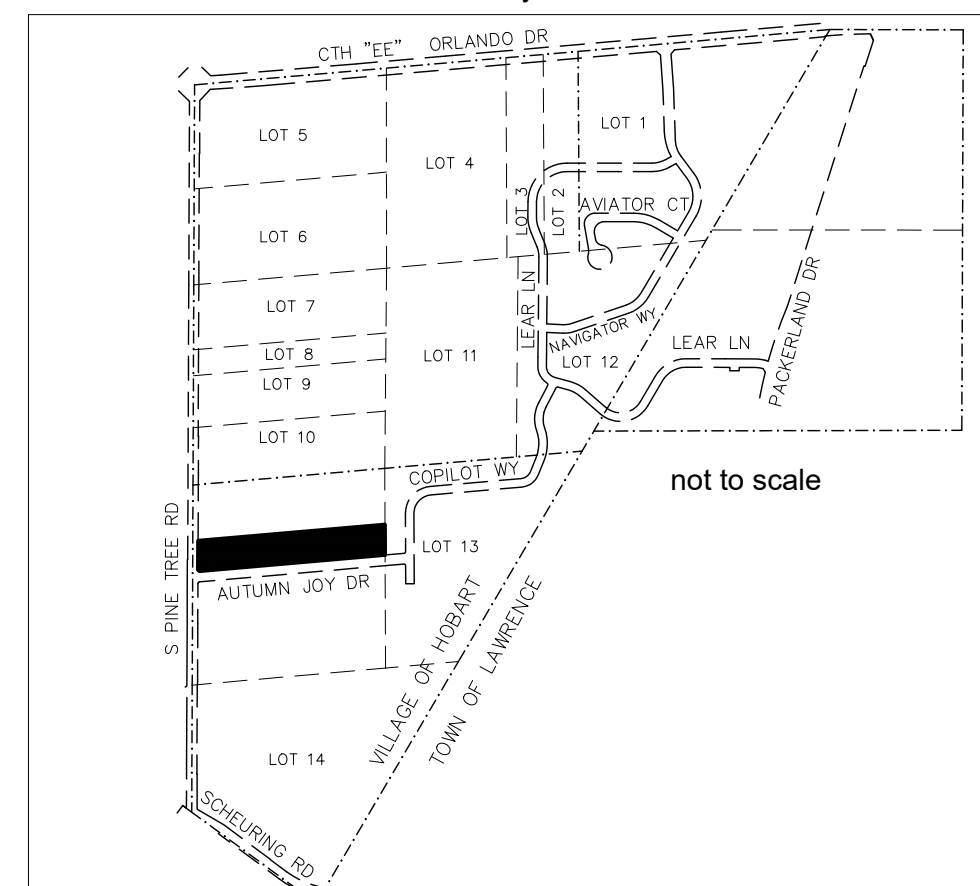
- Application fees are due at time of submittal. Make check payable to Village of Hobart.
- Please refer to the fee schedule for appropriate fee. FEE IS NON-REFUNDABLE

Preliminary Plat of North Autumn Joy

All of Lot 2, Volume 29, Certified Survey Maps, Page 215, Map No. 4581, Document No. 1360319, Brown County Records, being located in part of the Northwest 1/4 of the Southwest 1/4 of Section 25, T23N-R19E, Village of Hobart, Brown County, Wisconsin.



Location Sketch
Section 25
T23N-R19E
Village of Hobart
Brown County, Wisconsin



Developer/Owner:
Richard and Kristine Vande Hei
1260 S. Pine Tree Road
De Pere, WI 54115
920-336-9414

Approving / Objecting Agencies:
Village of Hobart
Brown County Planning Commission
Wisconsin Department of Administration

Current Zoning: A-1 Agriculture
Rezone: R-1 Residential

SCALE
1"=60'

DRAWN BY
MRA

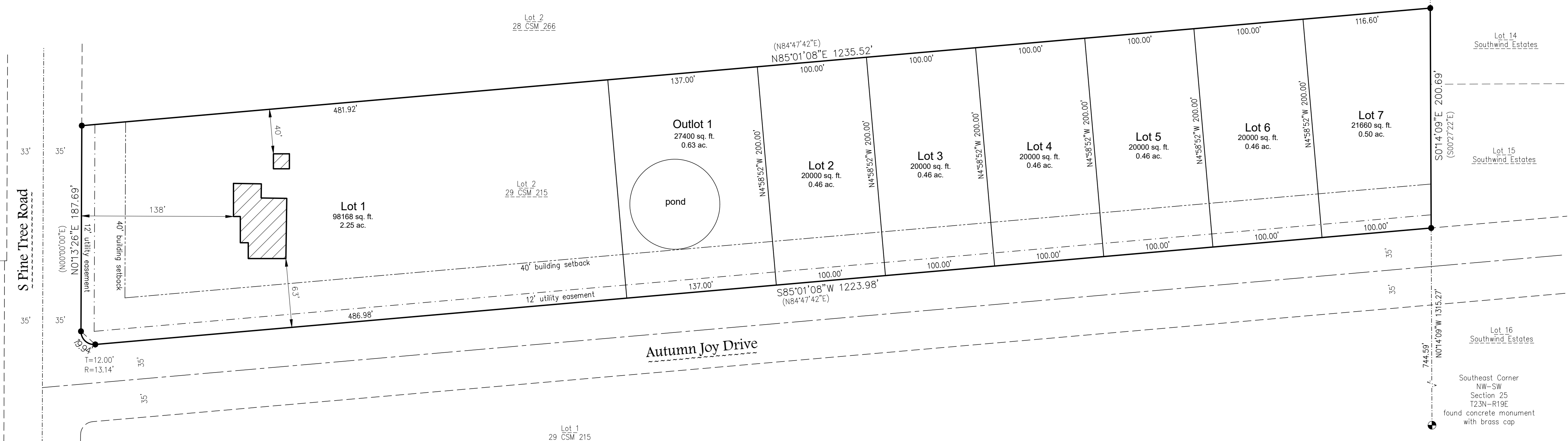
North Autumn Joy

Mau & Associates, LLP

LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Richard Vandehei

PROJECT NO.
R-6193
SHEET NO.
1 of 2
DRAWING NO.
P-2517

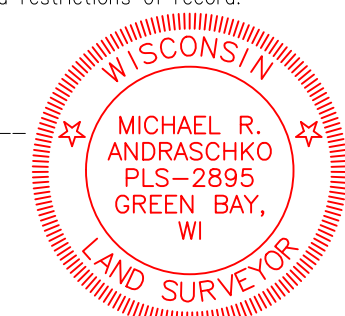


NOTES
Bearings referenced to the East line of the Northwest 1/4 of the Southwest 1/4 of Section 25, T23N-R19E, assumed to be S014°09'E
The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.
The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Village has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.
Outlot 1 to be owned and maintained by developer.
The Austin Straubel International Airport Director shall be contacted for review and approval prior to any development and land disturbing activities within Airport Zoning Districts. Property located in Airport Zoning District C.
RESTRICTIVE COVENANTS
The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.
Each lot owner shall grade the property to conform to the adapted sidewalk grade elevation and maintain said elevation for future sidewalks.

- Legend**
- 1" iron pipe found
 - ⊕ Brown County monument - type noted
 - all other lot corners marked with a 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs/lin. foot.
 - all linear measurements have been made to the nearest hundredth of a foot.
 - all distances on curves are arc lengths.
 - () recorded as bearing / distance
 - 30' building setback (unless noted)
 - - - 12' utility easement (unless noted)
 - ▨ existing building

SURVEYOR'S CERTIFICATE
I, Michael R. Andraschko, Professional Land Surveyor, PLS-2895, hereby certify:
That in full compliance with the provisions of Chapter 236, Wisconsin Statutes, and the subdivision regulations of the Village of Hobart and the Brown County Planning Commission and under the direction of the owners listed herein, I have surveyed, divided and mapped "North Autumn Joy", and that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed and is all of Lot 2, Volume 29, Certified Survey Maps, Page 215, Map No. 4581, Document No. 1360319, Brown County Records, being located in part of the Northwest 1/4 of the Southwest 1/4 of Section 25, T23N-R19E, Village of Hobart, Brown County, Wisconsin.
Parcel contains 247,227 square feet / 5.68 acres more or less.
Parcel subject to easements and restrictions of record.

Michael R. Andraschko
PLS-2895
March 11, 2022

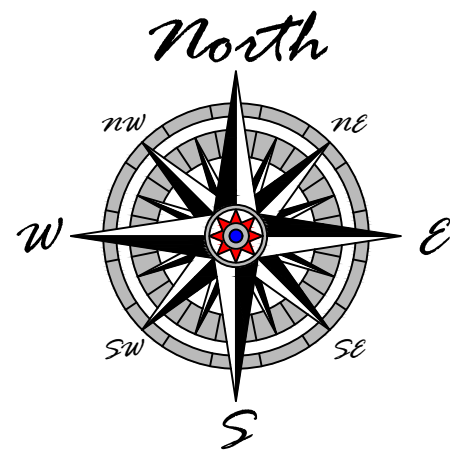


There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.
Certified _____, 20____
Department of Administration

Preliminary Plat of North Autumn Joy

All of Lot 2, Volume 29, Certified Survey Maps, Page 215, Map No. 4581, Document No. 1360319, Brown County Records, being located in part of the Northwest 1/4 of the Southwest 1/4 of Section 25, T23N-R19E, Village of Hobart, Brown County, Wisconsin.

Graphic Scale



CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

Approved for the Brown County Planning Commission this ____ day of _____, 20__.

Karl Mueller
Senior Planner

CERTIFICATE OF THE BROWN COUNTY TREASURER

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Plat as of the dates listed below.

Paul D. Zeller Date
Brown County Treasurer

CERTIFICATE OF THE VILLAGE OF HOBART

Approved for the Village of Hobart this ____ day of _____, 20__.

Erica Berger
Village Clerk

CERTIFICATE OF THE VILLAGE OF HOBART TREASURER

As duly appointed Village of Hobart Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Plat as of the dates listed below.

Erica Berger Date
Village Treasurer

OWNER'S CERTIFICATE

As Owners, we hereby certify that we caused the land described on North Autumn Joy to be surveyed, divided, mapped and dedicated as represented herein. We also certify that this Plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

VILLAGE OF HOBART
BROWN COUNTY PLANNING COMMISSION
DEPT. OF ADMINISTRATION

Richard J. Vande Hei Kristine A. Vande Hei

Personally came before me this ____ day of _____, 20__, the above named owners, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public My Commission Expires _____
Brown County, Wisconsin

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

Richard J. and Kristine A. Vande Hei, Grantor, to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" and the property designated on the plot for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

RESTRICTIVE COVENANTS

The undersigned, being the owner of the real estate legally described on the attached Exhibit A (the "Subject Real Estate") hereby subject said real estate to the covenants contained herein. Each part of the Subject Real Estate shall be held, sold and conveyed only subject to the following covenants, conditions and restrictions, which shall constitute covenants running with land, and shall be binding upon all parties acquiring or holding any right, title or interest in the Subject Real Estate (or any part thereof), their heirs, personal representatives, successors or assigns, and the covenants contained herein shall inure to the benefit of each owner thereof.

1. Restriction on Transfer. Without the express written consent of the Village of Hobart, no owner of any interest in the Subject Real Estate (or any part thereof) shall transfer any interest in the Subject Real Estate, to any individual, entity (whether corporation, limited liability company, limited partnership, limited liability partnership, general partnership or otherwise), organization, or sovereign nation, or during the period of ownership take any other action, the result of which would: (1) remove or eliminate the Subject Real Estate (or any part thereof) from the tax rolls of the Village of Hobart; (2) diminish or eliminate the payment of real estate taxes levied or assessed against the Subject Real Estate (or any part thereof); and/or (3) remove the Subject Real Estate (or any part thereof) from the jurisdiction of the Village of Hobart, including but not limited to, zoning authority and controls. This restriction shall apply to the transfer of an interest in an entity that is an owner of the Subject Real Estate if, as a result of the transfer, any of items (1) - (3) above would occur. Notwithstanding the foregoing, nothing contained in this Restrictive Covenant, including without limitation this paragraph, shall be deemed or construed to: (i) prevent, limit or restrict any owner or holder of any interest in the Subject Real Estate (or any part thereof) from contesting, protesting, appealing or otherwise challenging (through whatever lawful means are necessary or advisable) the amount of any real property tax levied or assessed by any taxation district or taxing jurisdiction (as the foregoing terms are defined in and by Wis. Stats. Section 74.01(6) - (7) and/or successor statutes thereto and/or regulations promulgated thereunder) including without limitation the State of Wisconsin, Brown County, the Village of Hobart, municipal or school district, township or other jurisdiction assessing general property taxes (as defined by Wis. Stats. Section 74.01(1) or successor statutes and/or regulations promulgated thereunder) levied or assessed against the Subject Real Estate (or any part thereof) and/or "special assessments", "special charges", "special tax" (as the foregoing terms are defined in and by Wis. Stats. Section 74.01(1) - (5) and/or successor statutes thereto and/or regulations promulgated thereunder) and/or other municipal or governmental charges levied or assessed against the Subject Real Estate; (ii) effect a waiver, abrogation, release or relinquishment of any constitutional rights granted to or held by real property owners under the constitution or laws of the United States and/or the State of Wisconsin, including without limitation pursuant to Chapters 74 and 75, Wis. Stats., or (iii) except as expressly covenanted and agreed herein, to cause the Subject Real Estate to be taxed or otherwise treated by the Village of Hobart in any manner differently from any other parcel of real estate located within the Village of Hobart's lawful taxing jurisdiction, zoning authority and/or jurisdiction of the Village of Hobart.

2. Notice of Transfer.

(a) Notice and Consent to Transfer. Prior to any transfer of any interest in the Subject Real Estate (or any part thereof) the party proposing to transfer an interest shall comply with the following. The transferor shall provide advance written notice of the intended transfer, executed by both the transferor and the intended transferee of such interest, to the Village of Hobart. The notice shall contain: (1) a complete and accurate description of the interest to be transferred and the relevant part(s) of the Subject Real Estate affected; (2) the correct legal name and current business address of the transferee; and (3) a legally enforceable consent agreement from the transferor and transferee acknowledging knowledge of these Restrictive Covenants and, further agreeing that the Subject Real Estate shall be subject to the terms and conditions hereof following the transfer and that transferee will take no action in violation of these Restrictive Covenants. The notice of transfer shall be delivered to the Village of Hobart not later than fifteen (15) calendar days prior to any transfer of any interest in the Subject Real Estate or any portion thereof. The Village of Hobart shall have fifteen (15) days from the date of the notice of transfer to object to the transfer as being in violation of the terms of these Restrictive Covenants by forwarding written notice thereof to the transferor. In the event of such an objection, the transferor shall be prohibited from transferring the interest alleged to be transferred until such time as a court of competent jurisdiction determines that the proposed transfer does not violate the terms of these Restrictive Covenants.

(b) Failure to Act. If the Village of Hobart fails to timely object to the transfer within fifteen (15) calendar days, the transfer may occur; provided, however, that the Village of Hobart's failure to object shall not operate, in any manner, as a waiver of any of the restrictions set forth herein or the consent to violate any of the terms hereof.

(c) Basis for Objection. Village of Hobart shall not unreasonably withhold or delay its consent to any transfer of any interest subject to these Restrictive Covenants, and the sole and exclusive basis for any objection made pursuant to the foregoing process shall be that the transfer would cause a violation of these Restrictive Covenants.

(d) Inapplicability. Notwithstanding anything in these Restrictive Covenants to the contrary, the foregoing provisions are not intended to affect, and shall not apply to: (i) any transferor's grant of utility, ingress/egress, access, maintenance, signage, drainage, conservation or other easements or similar interests of any type or nature in the Subject Real Estate (or parts thereof) for the benefit of third parties which are immaterial to the fee ownership of the Subject Real Estate; (ii) any transferor's grant to a third party or parties of any real estate security agreement, mortgage(s), deed in trust, Uniform Commercial Code (UCC) fixture or other filing or other similar security devices or instrument evidencing a collateral interest in the Subject Real Estate (or any part thereof) to be held by any bank, credit union, savings and loan or saving bank, and/or other lenders in consideration of past, present and/or future indebtedness by any transferor, unless, and not until, there is a foreclosure or execution on such real estate security instrument which results in the transfer of title to the Subject Real Estate (or any part thereof); or (iii) any other grant of a material interest in the Subject Real Estate (or part thereof) which does not substantially alter the fee simple or other equitable ownership in the Subject Real Estate and does not result in the violating the restrictions contained in paragraph 1 above.

3. Waiver of Certain Restrictions. Notwithstanding anything in these Restrictive Covenants to the contrary, the restrictions set forth in paragraph 1, hereof, as restrictions (1) and (2) which pertain to tax assessments against the Subject Real Estate (or any part thereof), shall be deemed to have been waived by the Village as to any owner and proposed transferee of the Subject Real Estate (or any part thereof), provided that the proposed transferee enters into a written and legally enforceable agreement, that the proposed transferee will make payments to the Village of Hobart in lieu of real estate taxes, which payments shall equal the tax assessments which would otherwise be due the Village of Hobart, Brown County, Pulaski School District and Vocational/Technical School (or any other beneficiary of real estate taxes) for the Subject Real Estate (or portion) owned or proposed to be transferred, and which shall be due at the time real estate tax payments are due from the real estate tax assessed parcels of the Village of Hobart and that the obligation to make said payment shall be in full force and effect for so long as the proposed transferee holds title to the Subject Real Estate (or any portion thereof). The proposed transferee must further confirm and agree, in writing to the Village of Hobart, that in the event that any such payment in lieu of real estate taxes is not made when due, the proposed transferee consents to the imposition of a lien on the Subject Real Estate (or portion) in favor of the Village, in the amount of the unpaid amount. With respect to restriction (3) contained in paragraph 1, the Village will agree to waive this restriction upon receipt of a legally enforceable consent agreement whereby the owner or proposed transferee agrees to be bound by the jurisdiction of the Village of Hobart, including, but not limited to, zoning authority and controls.

4. Duration of Restrictions. The covenants, conditions, and restrictions contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming under them, unless and until an instrument terminating the covenants set forth herein, or any portion thereof, is executed by the owners of record title and Village of Hobart and filed with the Register of Deeds for Brown County, Wisconsin.

5. Reformation of Covenants. If any provision or clause of these Restrictive Covenants is held to be invalid or inoperative by a court of competent jurisdiction, then such clause or provision shall be severed herefrom without affecting any other provision or clause of this Agreement, the balance of which shall remain in full force and effect; provided, however, that if such provision or clause may be modified for it to be valid as a matter of law, then the provision or clause shall be deemed to be modified so as to be enforceable to the maximum extent permitted by law.

6. Amendment of Covenants. These Restrictive Covenants may be amended by the Village without the consent of any owner, lien holder or other party having an interest in the Subject Real Estate if an issue arises with respect to the invalidity or enforceability of any clause or provision and said amendment is required to render said provision or clause valid and enforceable to the maximum extent permitted by law. Any other amendment shall require the consent of the Village and the record owner(s) holding title to at least 75% of the total assessed value of the Subject Real Estate.

7. Miscellaneous.

(a) Expenses. In the event that any legal action is filed arising out of, or relating to these Restrictive Covenants and the Village of Hobart is a party to said action, in the event that the Village of Hobart is a prevailing party, all non-prevailing parties, jointly and severally, shall be liable to the Village of Hobart for all costs and expenses incurred by the Village of Hobart in defending or prosecuting such action, including reasonable attorney fees.

(b) Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when personally delivered or sent by prepaid telex, cable or telecopy or sent to reputable overnight courier service or three (3) days after deposit in the United States Mail, certified mail, postage prepaid, return receipt requested.

(c) Binding Effect. These restrictive covenants shall be binding upon the Subject Real Estate as a covenant running with land and shall bind all present and future owners of any interest in the Subject Real Estate or any portion thereof.

(d) Paragraph Headings. The headings in this document are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this agreement.

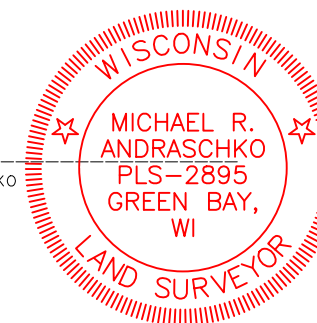
(e) Applicable Law. Any and all actions or proceedings seeking to enforce any provision of, or based upon any right arising out of, these Restrictive Covenants shall be brought against a party in the circuit court of Brown County, State of Wisconsin (sitting in Green Bay, Wisconsin) and each of the parties to any such action consents to exclusive jurisdiction of such court(s) (and the appropriate appellate courts therefrom) in any such account or proceeding and waives any objection to venue laid therein. By acceptance of a deed transferring title ownership of any portion of the Subject Real Estate, the title owner hereby waives any defense to an action filed with respect to these Restrictive Covenants by the Village based on sovereign immunity.

OWNER: Richard J. and Kristine A. Vande Hei

Richard J. Vande Hei

Kristine A. Vande Hei

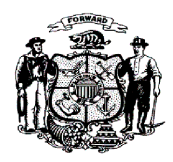
Michael R. Androschko
PLS-2895
March 11, 2022



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



SCALE
1"=60'

DRAWN BY
MRA

TAX PARCEL NO. HB-3862-5

North Autumn Joy

Fieldwork Completed: xx/xx/xx

Data File: X-###.txt

Mau & Associates, LLP

LAND SURVEYING & PLANNING

CIVIL & WATER RESOURCE ENGINEERING

Phone: 920-434-9670 Website: www.mau-associates.com

400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Richard Vandehei

File: R-6193Pre Plat 031122.dwg











PROJECT NO.
R-6193

SHEET NO.
2 of 2

DRAWING NO.
P-2517

Part of Brown County WI

LEGEND / KEY

-  Parcel Boundary
-  Condominium
-  Gap or Overlap
-  "hooks" indicate parcel ownership crosses a line
-  Parcel line
-  Right of Way line
-  Meander line
-  Lines between deeds or lots
-  Historic Parcel Line
-  Vacated Right of Way

A complete map legend (map key) is available at: tinyurl.com/BrownDogLegend

Map printed 4/7/2022



1:2,400

1 inch = 200 feet*

1 inch = 0.0379 miles*

*original page size is 8.5" x 11"
Appropriate format depends on zoom level

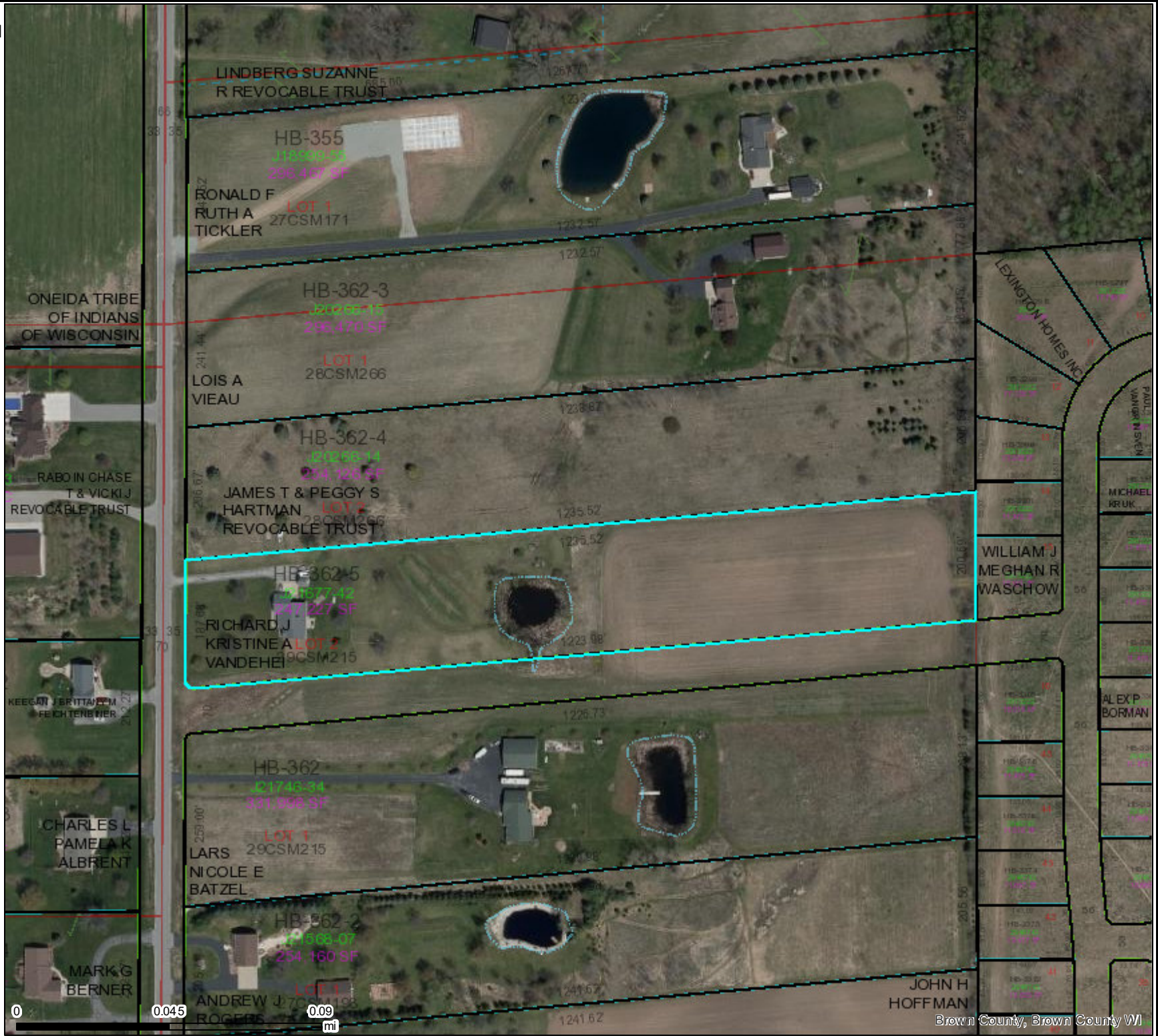
This is a custom web map created by an online user of the GIS map services provided by the

Brown County Wisconsin Planning & Land Services Department



(920) 448-6480

www.browncountywi.gov





TO: Planning & Zoning Commission

RE: Consider Preliminary and Final Plat for South Autumn Joy Subdivision, HB-362

FROM: Todd Gerbers, Director of Planning and Code Compliance

DATE: May 11, 2022

ISSUE: Review and consider proposed preliminary and final 7 lot, Single Family Plat along the future Autumn Joy Dr., HB-362

RECOMMENDATION: Staff recommends Conditional Approval.

GENERAL INFORMATION

1. Owner: Lars & Nicole Batzel
2. Agent(s)/Petitioner(s): Mike Andraschko / Mau & Associates, LLP
3. Parcel(s): HB-362
4. Present Zoning: A-1: Agricultural District

BACKGROUND

Lars and Nicole Batzel are the current owners of the property located at 1244 S. Pine Tree Rd. (HB-362) and they are proposing a single-family plat creating 6 new single-family lots with 4 lots towards the rear (eastern) half of the property and 2 lots towards the front (western) half of the property. These new residential lots will have street frontage along the future Autumn Joy Dr. that is planned to be constructed in 2022 to serve as a second roadway accessing the previously approved Southwind Estates Subdivision.

The new Autumn Joy Dr. will be mainly a rural designed roadway with curb and gutter only extending the depth of the lots fronting on Copilot Way (that subdivision is entirely curb and gutter design). The remainder of the new roadway will transition to having ditches constructed as the roadway continues to the west out to S. Pine Tree Rd. Although this will be of a rural road design, municipal water will be extended the full length of Autumn Joy Dr. (mainly to provide water for fire protection out towards S. Pine Tree Rd.) and municipal sanitary sewer will extend as far as possible to the west before it runs out of proper depth. That design is currently being worked on by the Public Works Department with the Village Engineer and the property owner. Being that proposed Lots 3-7 should be able to be served by sewer and water, these lots were designed to comply with the lot widths and area to be zoned to R-1: Residential District. Those minimum standards are 100 feet in lot width and 12, 000 square feet of lot area. The proposed Lots 1 & 2 will not be able to be serviced by municipal sanitary sewer and therefore will need to be larger in area. These two particular lots are proposed to be rezoned to R-2-R: Residential District which has minimum lot standards of 150 feet in width and 1 acre of lot area.

The entire existing parcel will need to be rezoned from the current zoning of A-1: Agricultural District as the proposed plat has reduced lot sizes similar to those of a R-1: Residential District and R-2-R: Residential District. This request is for the plat and the rezoning will be addressed in a separate action item. Note that this request is for both the preliminary and final plat reviews. Should any changes be required or made during the final drafting of the final plat, that plat and changes will be required to come back for review and approval at a later meeting.

RECOMMENDATION/CONDITIONS

Staff recommends approval of the 7 lot plat for the South Autumn Joy Subdivision, subject to the following conditions:

1. Securing the necessary rezoning of the parcel and newly proposed lots
2. Payment of the Park Fee of \$1,800.00 (\$300.00 per new lot)
3. Any changes or modifications during the drafting and recording of the final plat, that plat and changes will be required to come back for review and approval at a later meeting.



<input checked="" type="checkbox"/>	Rezoning Review
<input type="checkbox"/>	Conditional Use Permit Review
<input type="checkbox"/>	Planned Development Review
<input checked="" type="checkbox"/>	CSM/Plat Review

Village of Hobart
 Dept of Neighborhood Services
 2990 S Pine Tree Rd
 Hobart WI 54155
 Phone: (920) 869-3809
 Fax (920) 869-2048

APPLICANT INFORMATION

Petitioner: Mike Andraschko Date: 05/03/2022
 Petitioner's Address: 400 Security Blvd. City: Green Bay State: WI Zip: 54313
 Telephone #: (920) 434-9670 Fax: () _____ Other Contact # or Email: mandraschko@mau-associates.com

Status of Petitioner (Please Check): Owner Representative Tenant Prospective Buyer

Petitioner's Signature (required): *Michael R. Andraschko* Date: _____

OWNER INFORMATION

Owner(s): Lars A. and Nicole E. Batzel Date: 05/03/2022
 Owner(s) Address: 1244 S Pine Tree Road City: De Pere State: WI Zip: 54115
 Telephone #: (920) _____ Fax: () _____ Other Contact # or Email: batzclan@icloud.com

Ownership Status (Please Check): Individual Trust Partnership Corporation

Property Owner Consent: (required)

By signature hereon, I/We acknowledge that Village officials and/or employees may, in the performance of their functions, enter upon the property to inspect or gather other information necessary to process this application. I also understand that all meeting dates are tentative and may be postponed by the Neighborhood Services Department for incomplete submissions or other administrative reasons.

Property Owner's Signature: *Lars Batzel* Date: 05/03/2022

SITE INFORMATION

Address/Location of Proposed Project: 1244 S Pine Tree Road / Autumn Joy Drive Parcel No. HB-362

Proposed Project Type: 7-Lot single family subdivision plat

Current Use of Property: residential / farm field Zoning: A-1

Land Uses Surrounding Site: North: residential / agriculture
 South: residential
 East: residential
 West: residential

****Please note that a meeting notice will be mailed to all abutting property owners regarding your request prior to any Public Hearing.**

- Application fees are due at time of submittal. Make check payable to Village of Hobart.
- Please refer to the fee schedule for appropriate fee. FEE IS NON-REFUNDABLE

May 4, 2022

Re: 1244 S Pine Tree Road

Lars and Nicole Batzel, owners of 1244 S Pine Tree Road are requesting to rezone their property from A-1 Agriculture to R-1 single family residential and R-2-R Residential. They are also requesting approval of the South Autumn Joy subdivision plat.

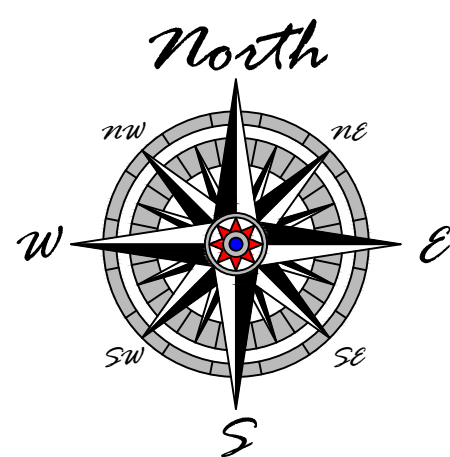
The purpose of the rezone is to accommodate the 7 residential lots. Lot three of the plat will contain the existing residence. The remaining lots will be available to sell for future single family residences.

Sincerely,

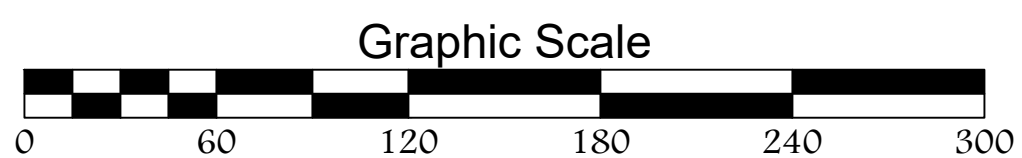
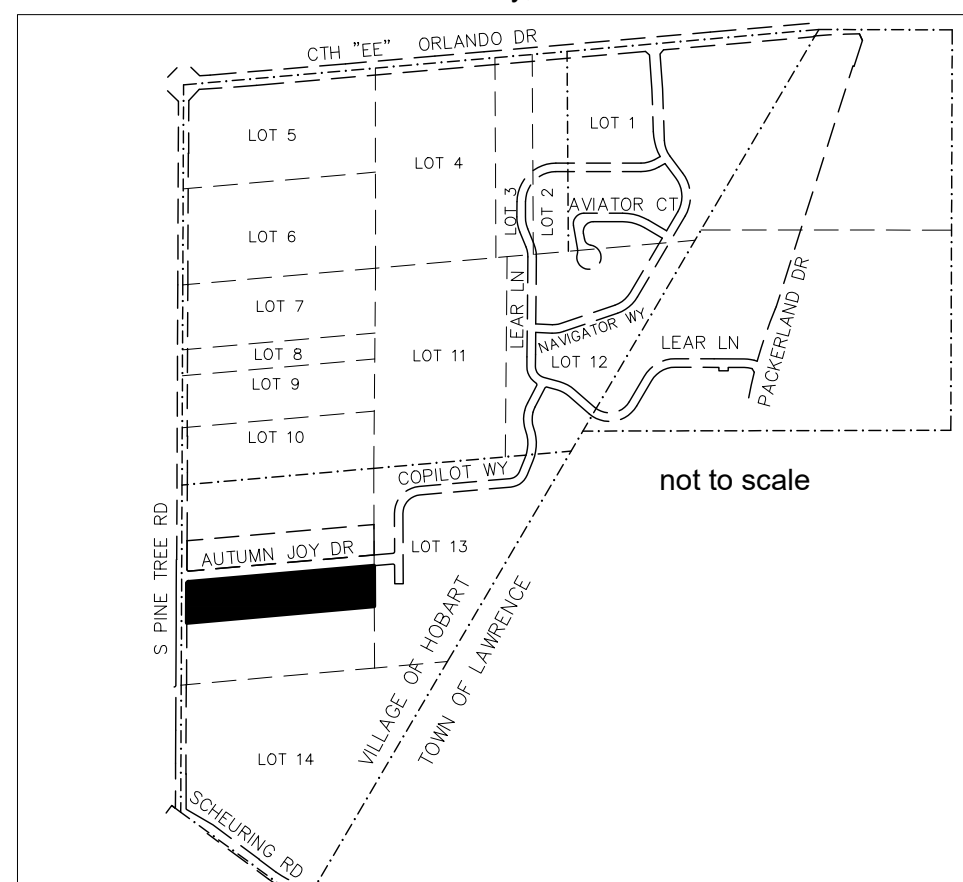
Michael R. Andraschko

Preliminary Plat of South Autumn Joy

All of Lot 1, Volume 29, Certified Survey Maps, Page 215, Map No. 4581, Document No. 1360319, Brown County Records, being located in part of the Northwest 1/4 of the Southwest 1/4 of Section 25, T23N-R19E, Village of Hobart, Brown County, Wisconsin.



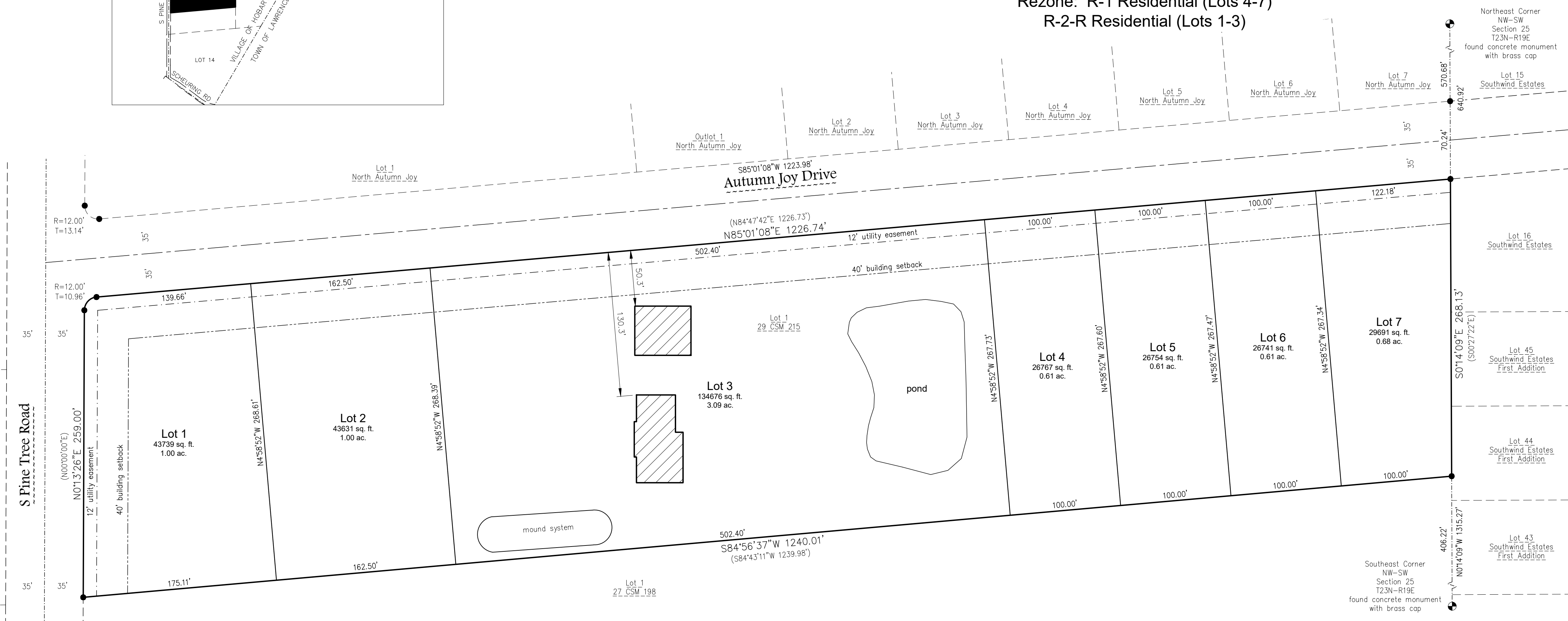
Location Sketch
Section 25
T23N-R19E
Village of Hobart
Brown County, Wisconsin



Developer/Owner:
Lars and Nicole Batzel
1244 S. Pine Tree Road
De Pere, WI 54115

Approving / Objecting Agencies:
Village of Hobart
Brown County Planning Commission
Wisconsin Department of Administration

Current Zoning: A-1 Agriculture
Rezone: R-1 Residential (Lots 4-7)
R-2-R Residential (Lots 1-3)



NOTES

Bearings referenced to the East line of the Northwest 1/4 of the Southwest 1/4 of Section 25, T23N-R19E, assumed to be S014°09'E

The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Village has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

The Austin Straubel International Airport Director shall be contacted for review and approval prior to any development and land disturbing activities within Airport Zoning Districts. Property located in Airport Zoning District C.

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

Each lot owner shall grade the property to conform to the adapted sidewalk grade elevation and maintain said elevation for future sidewalks.

Legend

- 1" iron pipe found
- ⊙ Brown County monument - type noted
- all other lot corners marked with a 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs/lin. foot.
- all linear measurements have been made to the nearest hundredth of a foot.
- all distances on curves are arc lengths.
- () recorded as bearing / distance
- 40' building setback (unless noted)
- - - 12' utility easement (unless noted)
- ▨ existing building

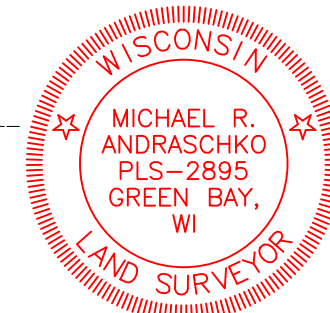
SURVEYOR'S CERTIFICATE

I, Michael R. Andraschko, Professional Land Surveyor, PLS-2895, hereby certify:

That in full compliance with the provisions of Chapter 236, Wisconsin Statutes, and the subdivision regulations of the Village of Hobart and the Brown County Planning Commission and under the direction of the owners listed herein, I have surveyed, divided and mapped "South Autumn Joy", and that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed and is all of Lot 1, Volume 29, Certified Survey Maps, Page 215, Map No. 4581, Document No. 1360319, Brown County Records, being located in part of the Northwest 1/4 of the Southwest 1/4 of Section 25, T23N-R19E, Village of Hobart, Brown County, Wisconsin.

Parcel contains 331,999 square feet / 7.62 acres more or less.
Parcel subject to easements and restrictions of record.

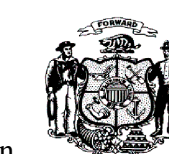
Michael R. Andraschko
PLS-2895
May 2, 2022



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



SCALE
1"=60'

DRAWN BY
CPM

TAX/PARCEL NO. HB-362

South Autumn Joy

Data File: R-6193.txt
Fieldwork Completed: 05/02/2022

Mau & Associates, LLP

LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Lars Batzel

File: R-6193Pre Plat 050222.dwg

PROJECT NO.
R-6193

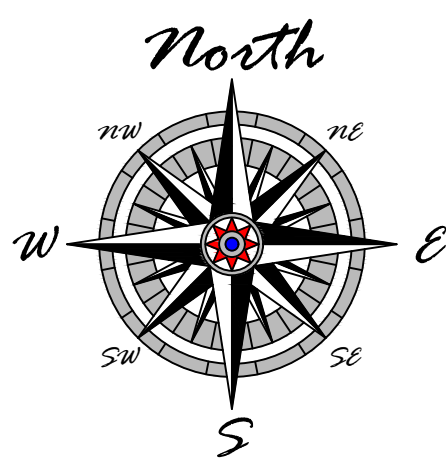
SHEET NO.
1 of 2

DRAWING NO.
P-2521

Preliminary Plat of South Autumn Joy

All of Lot 1, Volume 29, Certified Survey Maps, Page 215, Map No. 4581, Document No. 1360319, Brown County Records, being located in part of the Northwest 1/4 of the Southwest 1/4 of Section 25, T23N-R19E, Village of Hobart, Brown County, Wisconsin.

Graphic Scale



CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

Approved for the Brown County Planning Commission this ____ day of _____, 20__.

Karl Mueller
Senior Planner

CERTIFICATE OF THE BROWN COUNTY TREASURER

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Plat as of the dates listed below.

Paul D. Zeller Date
Brown County Treasurer

CERTIFICATE OF THE VILLAGE OF HOBART

Approved for the Village of Hobart this ____ day of _____, 20__.

Erica Berger
Village Clerk

CERTIFICATE OF THE VILLAGE OF HOBART TREASURER

As duly appointed Village of Hobart Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Plat as of the dates listed below.

Erica Berger Date
Village Treasurer

OWNER'S CERTIFICATE

As Owners, we hereby certify that we caused the land described on North Autumn Joy to be surveyed, divided, mapped and dedicated as represented herein. We also certify that this Plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

VILLAGE OF HOBART
BROWN COUNTY PLANNING COMMISSION
DEPT. OF ADMINISTRATION

Lars A. Batzel

Nicole E. Batzel

Personally came before me this ____ day of _____, 20__ the above named owners, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin My Commission Expires _____
Brown County, Wisconsin

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

Lars Batzel and Nicole E. Batzel, Grantor, to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

RESTRICTIVE COVENANTS

The undersigned, being the owner of the real estate legally described on the attached Exhibit A (the "Subject Real Estate") hereby subject said real estate to the covenants contained herein. Each part of the Subject Real Estate shall be held, sold and conveyed only subject to the following covenants, conditions and restrictions, which shall constitute covenants running with land, and shall be binding upon all parties acquiring or holding any right, title or interest in the Subject Real Estate (or any part thereof), their heirs, personal representatives, successors or assigns, and the covenants contained herein shall inure to the benefit of each owner thereof.

1. Restriction on Transfer. Without the express written consent of the Village of Hobart, no owner of any interest in the Subject Real Estate (or any part thereof) shall transfer any interest in the Subject Real Estate, to any individual, entity (whether corporation, limited liability company, limited partnership, limited liability partnership, general partnership or otherwise), organization, or sovereign nation, or during the period of ownership take any other action, the result of which would: (1) remove or eliminate the Subject Real Estate (or any part thereof) from the tax rolls of the Village of Hobart; (2) diminish or eliminate the payment of real estate taxes levied or assessed against the Subject Real Estate (or any part thereof); and/or (3) remove the Subject Real Estate (or any part thereof) from the jurisdiction of the Village of Hobart, including but not limited to, zoning authority and controls. This restriction shall apply to the transfer of an interest in an entity that is an owner of the Subject Real Estate if, as a result of the transfer, any of items (1) - (3) above would occur. Notwithstanding the foregoing, nothing contained in this Restrictive Covenant, including without limitation this paragraph, shall be deemed or construed to: (i) prevent, limit or restrict any owner or holder of any interest in the Subject Real Estate (or any part thereof) from contesting, protesting, appealing or otherwise challenging (through whatever lawful means are necessary or advisable) the amount of any real property tax levied or assessed by any "taxing jurisdiction" (as the foregoing terms are defined in and by Wis. Stats. Section 74.01(6) - (7) and/or successor statutes thereto and/or regulations promulgated thereunder) including without limitation the State of Wisconsin, Brown County, the Village of Hobart, municipal or school district, township or other jurisdiction assessing "general property taxes" (as defined by Wis. Stats. Section 74.01(1) or successor statutes and/or regulations promulgated thereunder) levied or assessed against the Subject Real Estate (or any part thereof) and/or "special assessments", "special charges", "special tax" (as the foregoing terms are defined in and by Wis. Stats. Section 74.01(1) - (5) and/or successor statutes thereto and/or regulations promulgated thereunder) and/or other municipal or governmental charges levied or assessed against the Subject Real Estate; (ii) effect a waiver, abrogation, release or relinquishment of any constitutional rights granted to or held by real property owners under the constitution or laws of the United States and/or the State of Wisconsin, including without limitation pursuant to Chapters 74 and 75, Wis. Stats., or (iii) except as expressly covenanted and agreed herein, to cause the Subject Real Estate to be taxed or otherwise treated by the Village of Hobart in any manner differently from any other parcel of real estate located within the Village of Hobart's lawful taxing jurisdiction, zoning authority and/or jurisdiction of the Village of Hobart.

2. Notice of Transfer.

(a) Notice and Consent to Transfer. Prior to any transfer of any interest in the Subject Real Estate (or any part thereof) the party proposing to transfer an interest shall comply with the following. The transferor shall provide advance written notice of the intended transfer, executed by both the transferor and the intended transferee of such interest, to the Village of Hobart. The notice shall contain: (1) a complete and accurate description of the interest to be transferred and the relevant part(s) of the Subject Real Estate affected; (2) the correct legal name and current business address of the transferee; and (3) a legally enforceable consent agreement from the transferor and transferee acknowledging knowledge of these Restrictive Covenants and, further agreeing that the Subject Real Estate shall be subject to the terms and conditions hereof following the transfer and that transferee will take no action in violation of these Restrictive Covenants. The notice of transfer shall be delivered to the Village of Hobart not later than fifteen (15) calendar days prior to any transfer of any interest in the Subject Real Estate or any portion thereof. The Village of Hobart shall have fifteen (15) days from the date of the notice of transfer to object to the transfer as being in violation of the terms of these Restrictive Covenants by forwarding written notice thereof to the transferor. In the event of such an objection, the transferor shall be prohibited from transferring the interest alleged to be transferred until such time as a court of competent jurisdiction determines that the proposed transfer does not violate the terms of these Restrictive Covenants.

(b) Failure to Act. If the Village of Hobart fails to timely object to the transfer within fifteen (15) calendar days, the transfer may occur; provided, however, that the Village of Hobart's failure to object shall not operate, in any manner, as a waiver of any of the restrictions set forth herein or the consent to violate any of the terms hereof.

(c) Basis for Objection. Village of Hobart shall not unreasonably withhold or delay its consent to any transfer of any interest subject to these Restrictive Covenants, and the sole and exclusive basis for any objection made pursuant to the foregoing process shall be that the transfer would cause a violation of these Restrictive Covenants.

(d) Inapplicability. Notwithstanding anything in these Restrictive Covenants to the contrary, the foregoing provisions are not intended to affect, and shall not apply to: (i) any transferor's grant of utility, ingress/egress, access, maintenance, signage, drainage, conservation or other easements or similar interests of any type or nature in the Subject Real Estate (or parts thereof) for the benefit of third parties which are immaterial to the fee ownership of the Subject Real Estate; (ii) any transferor's grant to a third party or parties of any real estate security agreement, mortgage(s), deed in trust, Uniform Commercial Code (UCC) fixture or other filing or other similar security devices or instrument evidencing a collateral interest in the Subject Real Estate (or any part thereof) to be held by any bank, credit union, savings and loan or saving bank, and/or other lenders in consideration of past, present and/or future indebtedness by any transferor, unless, and not until, there is a foreclosure or execution on such real estate security instrument which results in the transfer of title to the Subject Real Estate (or any part thereof); or (iii) any other grant of a material interest in the Subject Real Estate (or part thereof) which does not substantially alter the fee simple or other equitable ownership in the Subject Real Estate and does not result in the violating the restrictions contained in paragraph 1 above.

3. Waiver of Certain Restrictions. Notwithstanding anything in these Restrictive Covenants to the contrary, the restrictions set forth in paragraph 1, hereof, as restrictions (1) and (2) which pertain to tax assessments against the Subject Real Estate (or any part thereof), shall be deemed to have been waived by the Village as to any owner and proposed transferee of the Subject Real Estate (or any part thereof), provided that the proposed transferee enters into a written and legally enforceable agreement, that the proposed transferee will make payments to the Village of Hobart in lieu of real estate taxes, which payments shall equal the tax assessments which would otherwise be due the Village of Hobart, Brown County, Pulaski School District and Vocational/Technical School (or any other beneficiary of real estate taxes) for the Subject Real Estate (or portion) owned or proposed to be transferred, and which shall be due at the time real estate tax payments are due from the real estate tax assessed parcels of the Village of Hobart and that the obligation to make said payment shall be in full force and effect for so long as the proposed transferee holds title to the Subject Real Estate (or any portion thereof). The proposed transferee must further confirm and agree, in writing to the Village of Hobart, that in the event that any such payment in lieu of real estate taxes is not made when due, the proposed transferee consents to the imposition of a lien on the Subject Real Estate (or portion) in favor of the Village, in the amount of the unpaid amount. With respect to restriction (3) contained in paragraph 1, the Village will agree to waive this restriction upon receipt of a legally enforceable consent agreement whereby the owner or proposed transferee agrees to be bound by the jurisdiction of the Village of Hobart, including, but not limited to, zoning authority and controls.

4. Duration of Restrictions. The covenants, conditions, and restrictions contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming under them, unless and until an instrument terminating the covenants set forth herein, or any portion thereof, is executed by the owners of record title and Village of Hobart and filed with the Register of Deeds for Brown County, Wisconsin.

5. Reformation of Covenants. If any provision or clause of these Restrictive Covenants is held to be invalid or inoperative by a court of competent jurisdiction, then such clause or provision shall be severed herefrom without affecting any other provision or clause of this Agreement, the balance of which shall remain in full force and effect; provided, however, that if such provision or clause may be modified for it to be valid as a matter of law, then the provision or clause shall be deemed to be modified so as to be enforceable to the maximum extent permitted by law.

6. Amendment of Covenants. These Restrictive Covenants may be amended by the Village without the consent of any owner, lien holder or other party having an interest in the Subject Real Estate if an issue arises with respect to the invalidity or enforceability of any clause or provision and said amendment is required to render said provision or clause valid and enforceable to the maximum extent permitted by law. Any other amendment shall require the consent of the Village and the record owner(s) holding title to at least 75% of the total assessed value of the Subject Real Estate.

7. Miscellaneous.

(a) Expenses. In the event that any legal action is filed arising out of, or relating to these Restrictive Covenants and the Village of Hobart is a party to said action, in the event that the Village of Hobart is a prevailing party, all non-prevailing parties, jointly and severally, shall be liable to the Village of Hobart for all costs and expenses incurred by the Village of Hobart in defending or prosecuting such action, including reasonable attorney fees.

(b) Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when personally delivered or sent by prepaid telex, cable or telecopy or sent to reputable overnight courier service or three (3) days after deposit in the United States Mail, certified mail, postage prepaid, return receipt requested.

(c) Binding Effect. These restrictive covenants shall be binding upon the Subject Real Estate as a covenant running with land and shall bind all present and future owners of any interest in the Subject Real Estate or any portion thereof.

(d) Paragraph Headings. The headings in this document are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this agreement.

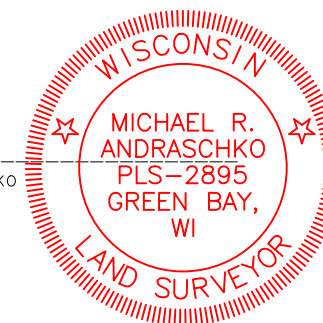
(e) Applicable Law. Any and all actions or proceedings seeking to enforce any provision of, or based upon any right arising out of, these Restrictive Covenants shall be brought against a party in the circuit court of Brown County, State of Wisconsin (sitting in Green Bay, Wisconsin) and each of the parties to any such action consents to exclusive jurisdiction of such court(s) (and the appropriate appellate courts therefrom) in any such account or proceeding and waives any objection to venue laid therein. By acceptance of a deed transferring title ownership of any portion of the Subject Real Estate, the title owner hereby waives any defense to an action filed with respect to these Restrictive Covenants by the Village based on sovereign immunity.

OWNER: Lars A. and Nicole E. Batzel

Lars A. Batzel

Nicole E. Batzel

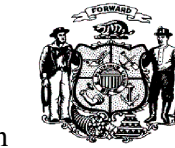
Michael R. Androschko
PLS-2895
May 2, 2022



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



SCALE
1"=60'

DRAWN BY
CPM

TAX PARCEL NO. HB-362

South Autumn Joy

Fieldwork Completed: xx/xx/xx

Data File: R-6193r.plt

Mau & Associates, LLP

LAND SURVEYING & PLANNING

CIVIL & WATER RESOURCE ENGINEERING

Phone: 920-434-9670 Website: www.mau-associates.com

400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Lars Batzel

File: R-6193r.plt 05/02/22.dwg











PROJECT NO.
R-6193

SHEET NO.
2 of 2

DRAWING NO.
P-2521

Part of Brown County WI

LEGEND / KEY

-  Parcel Boundary
-  Condominium
-  Gap or Overlap
-  "hooks" indicate parcel ownership crosses a line
-  Parcel line
-  Right of Way line
-  Meander line
-  Lines between deeds or lots
-  Historic Parcel Line
-  Vacated Right of Way

A complete map legend (map key) is available at: tinyurl.com/BrownDogLegend

Map printed 5/5/2022



1:2,400

1 inch = 200 feet*

1 inch = 0.0379 miles*

*original page size is 8.5" x 11"
Appropriate format depends on zoom level

This is a custom web map created by an online user of the GIS map services provided by the

Brown County Wisconsin Planning & Land Services Department



(920) 448-6480

www.browncountywi.gov





TO: Planning & Zoning Commission

RE: Rezone 1244 S. Pine Tree Rd., HB-362 from A-1: Agricultural District to R-1: Residential District and R-2R: Residential District

FROM: Todd Gerbers, Director of Planning and Code Compliance

DATE: May 11, 2022

ISSUE: Consider rezoning request for 1244 S. Pine Tree Rd. (HB-362) from A-1: Agricultural District to R-1: Residential District and R-2-R: Residential District

RECOMMENDATION: Staff recommends Approval.

GENERAL INFORMATION

1. Owner: Lars & Nicole Batzel
2. Agent(s)/Petitioner(s): Mike Andraschko / Mau & Associates, LLP
3. Parcel(s): HB-362
4. Present Zoning: A-1: Agricultural District

BACKGROUND

Lars and Nicole Batzel are the current owners of the property located at 1244 S. Pine Tree Rd. and they are proposing a single-family plat creating 6 new single-family lots with 4 lots towards the rear (eastern) half of the property and 2 lots towards the front (western) half of the property. This existing parcel is currently zoned A-1: Agricultural District and will need to be rezoned to R-2-R: Residential District for Lots 1 and 2 of the submitted plat map and rezoned to R-1: Residential District for Lots 3-7 of the submitted plat map to accommodate the proposed lot widths and lot area for the newly created lots as the proposed.

The new Autumn Joy Dr. will be mainly a rural designed roadway with curb and gutter only extending the depth of the lots fronting on Copilot Way (that subdivision is entirely curb and gutter design). The remainder of the new roadway will transition to having ditches constructed as the roadway continues to the west out to S. Pine Tree Rd. Although this will be of a rural road design, municipal water will be extended the full length of Autumn Joy Dr. (mainly to provide water for fire protection out towards S. Pine Tree Rd.) and municipal sanitary sewer will extend as far as possible to the west before it runs out of proper depth. That design is currently being worked on by the Public Works Department with the Village Engineer and the property owner. Being that proposed Lots 3-7 should be able to be served by sewer and water, these lots were designed to comply with the lot widths and area to be zoned to R-1: Residential District. Those minimum standards are 100 feet in lot width and 12,000 square feet of lot area. The proposed Lots 1 & 2 will not be able to be serviced by municipal sanitary sewer and therefore will need to be larger in area. These two particular lots are proposed to be rezoned to R-2-R: Residential District which has minimum lot standards of 150 feet in width and 1 acre of lot area.

This request is to rezone parcel HB-362 from A-1: Agricultural District to R-1: Residential District for Lots 3-7 and to R-2-R: Residential District for Lots 1 & 2 of the proposed South Autumn Joy Subdivision Plat.

RECOMMENDATION/CONDITIONS

Staff recommends approval to rezone parcel HB-362 from A-1: Agricultural District to R-1: Residential District for Lots 3-7 and to R-2-R: Residential District for Lots 1 & 2 of the proposed South Autumn Joy Subdivision Plat as submitted.



<input checked="" type="checkbox"/>	Rezoning Review
<input type="checkbox"/>	Conditional Use Permit Review
<input type="checkbox"/>	Planned Development Review
<input checked="" type="checkbox"/>	CSM/Plat Review

Village of Hobart
 Dept of Neighborhood Services
 2990 S Pine Tree Rd
 Hobart WI 54155
 Phone: (920) 869-3809
 Fax (920) 869-2048

APPLICANT INFORMATION

Petitioner: Mike Andraschko Date: 05/03/2022

Petitioner's Address: 400 Security Blvd. City: Green Bay State: WI Zip: 54313

Telephone #: (920) 434-9670 Fax: () _____ Other Contact # or Email: mandraschko@mau-associates.com

Status of Petitioner (Please Check): Owner Representative Tenant Prospective Buyer

Petitioner's Signature (required): *Michael R. Andraschko* Date: _____

OWNER INFORMATION

Owner(s): Lars A. and Nicole E. Batzel Date: 05/03/2022

Owner(s) Address: 1244 S Pine Tree Road City: De Pere State: WI Zip: 54115

Telephone #: (920) _____ Fax: () _____ Other Contact # or Email: batzclan@icloud.com

Ownership Status (Please Check): Individual Trust Partnership Corporation

Property Owner Consent: (required)

By signature hereon, I/We acknowledge that Village officials and/or employees may, in the performance of their functions, enter upon the property to inspect or gather other information necessary to process this application. I also understand that all meeting dates are tentative and may be postponed by the Neighborhood Services Department for incomplete submissions or other administrative reasons.

Property Owner's Signature: *Lars Batzel* Date: 05/03/2022

SITE INFORMATION

Address/Location of Proposed Project: 1244 S Pine Tree Road / Autumn Joy Drive Parcel No. HB-362

Proposed Project Type: 7-Lot single family subdivision plat

Current Use of Property: residential / farm field Zoning: A-1

Land Uses Surrounding Site: North: residential / agriculture

South: residential

East: residential

West: residential

****Please note that a meeting notice will be mailed to all abutting property owners regarding your request prior to any Public Hearing.**

- Application fees are due at time of submittal. Make check payable to Village of Hobart.
- Please refer to the fee schedule for appropriate fee. FEE IS NON-REFUNDABLE

Village of Hobart Zoning

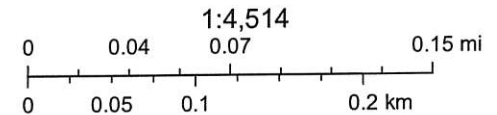


5/5/2022, 10:24:06 AM

Zoning

- PDD #2: Orlando/Packerland Planned Development District
- ER: Estate Residential District

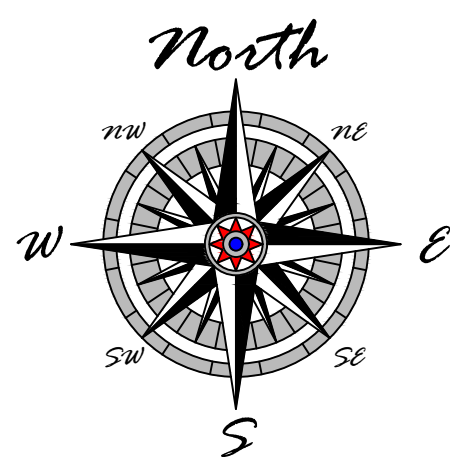
- R-2-R: Rural Residential District
- A-1: Agricultural District



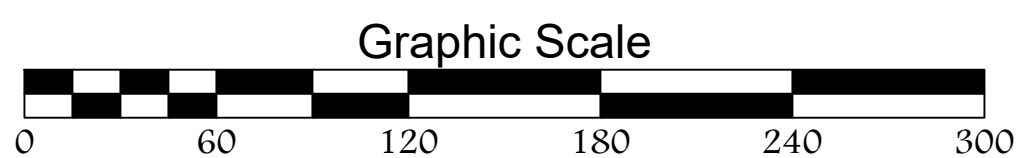
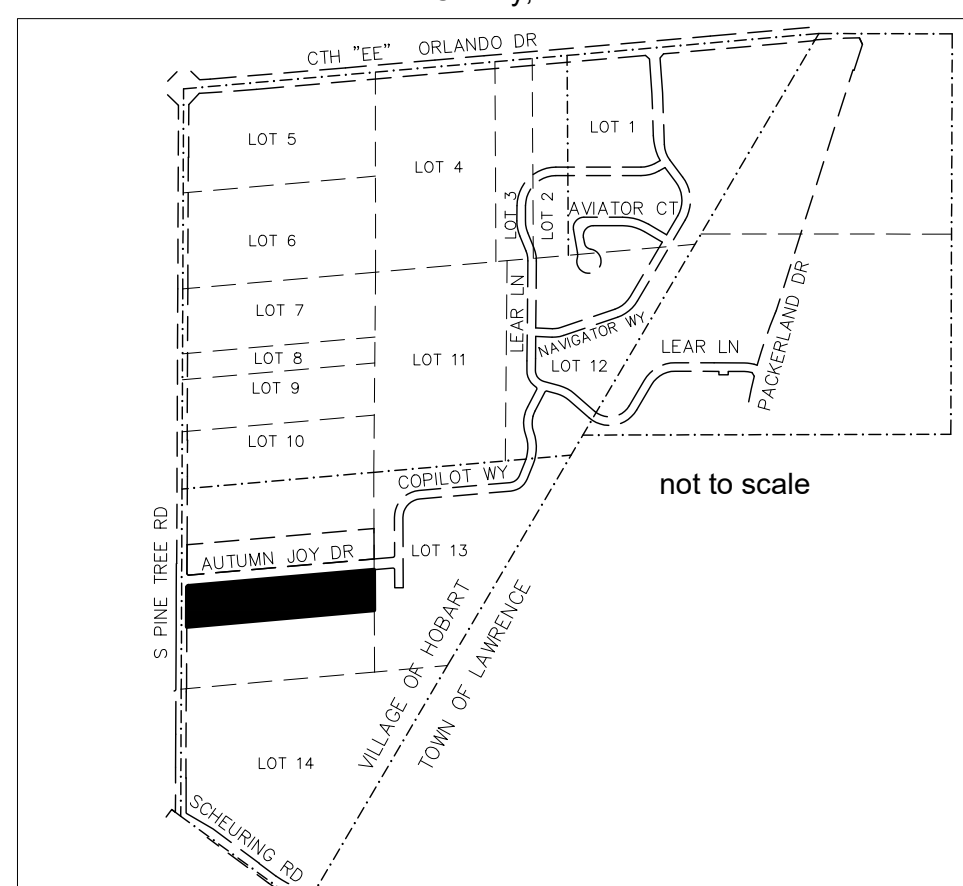
Brown County, Robert E. Lee & Associates, Inc.

Preliminary Plat of South Autumn Joy

All of Lot 1, Volume 29, Certified Survey Maps, Page 215, Map No. 4581, Document No. 1360319, Brown County Records, being located in part of the Northwest 1/4 of the Southwest 1/4 of Section 25, T23N-R19E, Village of Hobart, Brown County, Wisconsin.



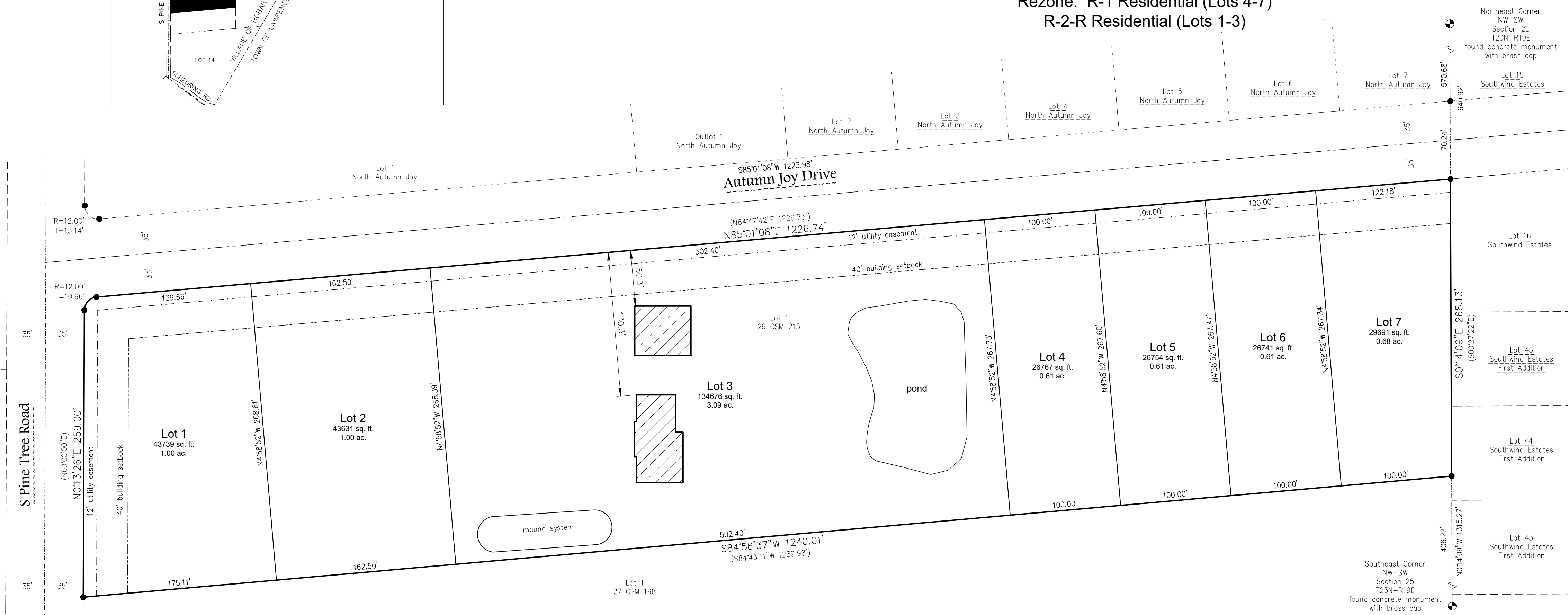
Location Sketch
Section 25
T23N-R19E
Village of Hobart
Brown County, Wisconsin



Developer/Owner:
Lars and Nicole Batzel
1244 S. Pine Tree Road
De Pere, WI 54115

Approving / Objecting Agencies:
Village of Hobart
Brown County Planning Commission
Wisconsin Department of Administration

Current Zoning: A-1 Agriculture
Rezone: R-1 Residential (Lots 4-7)
R-2-R Residential (Lots 1-3)



NOTES

Bearings referenced to the East line of the Northwest 1/4 of the Southwest 1/4 of Section 25, T23N-R19E, assumed to be S014°09'E

The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Village has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

The Austin Straubel International Airport Director shall be contacted for review and approval prior to any development and land disturbing activities within Airport Zoning Districts. Property located in Airport Zoning District C.

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

Each lot owner shall grade the property to conform to the adapted sidewalk grade elevation and maintain said elevation for future sidewalks.

- Legend**
- 1" iron pipe found
 - ⊙ Brown County monument - type noted
 - all other lot corners marked with a 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs/lin. foot.
 - all linear measurements have been made to the nearest hundredth of a foot.
 - all distances on curves are arc lengths.
 - () recorded as bearing / distance
 - 40' building setback (unless noted)
 - - - 12' utility easement (unless noted)
 - ▨ existing building

SURVEYOR'S CERTIFICATE

I, Michael R. Andraschko, Professional Land Surveyor, PLS-2895, hereby certify:

That in full compliance with the provisions of Chapter 236, Wisconsin Statutes, and the subdivision regulations of the Village of Hobart and the Brown County Planning Commission and under the direction of the owners listed herein, I have surveyed, divided and mapped "South Autumn Joy", and that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed and is all of Lot 1, Volume 29, Certified Survey Maps, Page 215, Map No. 4581, Document No. 1360319, Brown County Records, being located in part of the Northwest 1/4 of the Southwest 1/4 of Section 25, T23N-R19E, Village of Hobart, Brown County, Wisconsin.

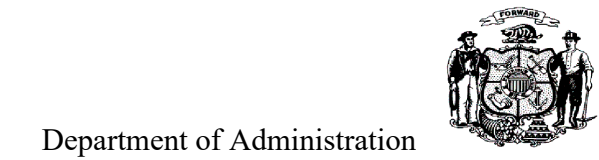
Parcel contains 331,999 square feet / 7.62 acres more or less.
Parcel subject to easements and restrictions of record.

Michael R. Andraschko
PLS-2895
May 2, 2022



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__



SCALE
1"=60'

DRAWN BY
CPM

TAX/PARCEL NO. HB-362
South Autumn Joy

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Lars Batzel

PROJECT NO.
R-6193
SHEET NO.
1 of 2
DRAWING NO.
P-2521

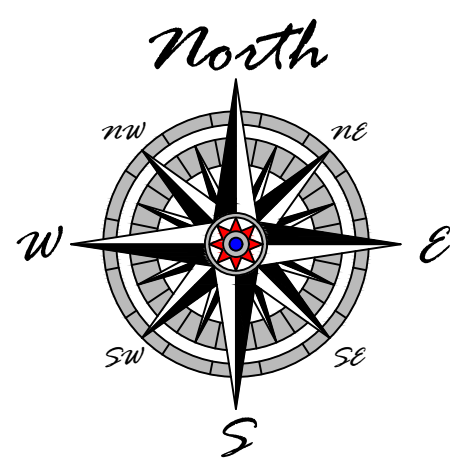
Data File: R-6193.txt

File: R-6193Pre Plat 050222.dwg

Preliminary Plat of South Autumn Joy

All of Lot 1, Volume 29, Certified Survey Maps, Page 215, Map No. 4581, Document No. 1360319, Brown County Records, being located in part of the Northwest 1/4 of the Southwest 1/4 of Section 25, T23N-R19E, Village of Hobart, Brown County, Wisconsin.

Graphic Scale



CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

Approved for the Brown County Planning Commission this ____ day of _____, 20____.

Karl Mueller
Senior Planner

CERTIFICATE OF THE BROWN COUNTY TREASURER

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Plat as of the dates listed below.

Paul D. Zeller
Brown County Treasurer

CERTIFICATE OF THE VILLAGE OF HOBART

Approved for the Village of Hobart this ____ day of _____, 20____.

Erica Berger
Village Clerk

CERTIFICATE OF THE VILLAGE OF HOBART TREASURER

As duly appointed Village of Hobart Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Plat as of the dates listed below.

Erica Berger
Village Treasurer

OWNER'S CERTIFICATE

As Owners, we hereby certify that we caused the land described on North Autumn Joy to be surveyed, divided, mapped and dedicated as represented herein. We also certify that this Plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

VILLAGE OF HOBART
BROWN COUNTY PLANNING COMMISSION
DEPT. OF ADMINISTRATION

Lars A. Batzel

Nicole E. Batzel

Personally came before me this ____ day of _____, 20____ the above named owners, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
Brown County, Wisconsin
My Commission Expires _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

Lars Batzel and Nicole E. Batzel, Grantor, to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

RESTRICTIVE COVENANTS

The undersigned, being the owner of the real estate legally described on the attached Exhibit A (the "Subject Real Estate") hereby subject said real estate to the covenants contained herein. Each part of the Subject Real Estate shall be held, sold and conveyed only subject to the following covenants, conditions and restrictions, which shall constitute covenants running with land, and shall be binding upon all parties acquiring or holding any right, title or interest in the Subject Real Estate (or any part thereof), their heirs, personal representatives, successors or assigns, and the covenants contained herein shall inure to the benefit of each owner thereof.

1. Restriction on Transfer. Without the express written consent of the Village of Hobart, no owner of any interest in the Subject Real Estate (or any part thereof) shall transfer any interest in the Subject Real Estate, to any individual, entity (whether corporation, limited liability company, limited partnership, limited liability partnership, general partnership or otherwise), organization, or sovereign nation, or during the period of ownership take any other action, the result of which would: (1) remove or eliminate the Subject Real Estate (or any part thereof) from the tax rolls of the Village of Hobart; (2) diminish or eliminate the payment of real estate taxes levied or assessed against the Subject Real Estate (or any part thereof); and/or (3) remove the Subject Real Estate (or any part thereof) from the jurisdiction of the Village of Hobart, including but not limited to, zoning authority and controls. This restriction shall apply to the transfer of an interest in an entity that is an owner of the Subject Real Estate if, as a result of the transfer, any of items (1) - (3) above would occur. Notwithstanding the foregoing, nothing contained in this Restrictive Covenant, including without limitation this paragraph, shall be deemed or construed to: (i) prevent, limit or restrict any owner or holder of any interest in the Subject Real Estate (or any part thereof) from contesting, protesting, appealing or otherwise challenging (through whatever lawful means are necessary or advisable) the amount of any real property tax levied or assessed by any "taxing jurisdiction" (as the foregoing terms are defined in and by Wis. Stats. Section 74.01(6) - (7) and/or successor statutes thereto and/or regulations promulgated thereunder) including without limitation the State of Wisconsin, Brown County, the Village of Hobart, municipal or school district, township or other jurisdiction assessing "general property taxes" (as defined by Wis. Stats. Section 74.01(1) or successor statutes and/or regulations promulgated thereunder) levied or assessed against the Subject Real Estate (or any part thereof) and/or "special assessments", "special charges", "special tax" (as the foregoing terms are defined in and by Wis. Stats. Section 74.01(1) - (5) and/or successor statutes thereto and/or regulations promulgated thereunder) and/or other municipal or governmental charges levied or assessed against the Subject Real Estate; (ii) effect a waiver, abrogation, release or relinquishment of any constitutional rights granted to or held by real property owners under the constitution or laws of the United States and/or the State of Wisconsin, including without limitation pursuant to Chapters 74 and 75, Wis. Stats., or (iii) except as expressly covenanted and agreed herein, to cause the Subject Real Estate to be taxed or otherwise treated by the Village of Hobart in any manner differently from any other parcel of real estate located within the Village of Hobart's lawful taxing jurisdiction, zoning authority and/or jurisdiction of the Village of Hobart.

2. Notice of Transfer.

(a) Notice and Consent to Transfer. Prior to any transfer of any interest in the Subject Real Estate (or any part thereof) the party proposing to transfer an interest shall comply with the following. The transferor shall provide advance written notice of the intended transfer, executed by both the transferor and the intended transferee of such interest, to the Village of Hobart. The notice shall contain: (1) a complete and accurate description of the interest to be transferred and the relevant part(s) of the Subject Real Estate affected; (2) the correct legal name and current business address of the transferee; and (3) a legally enforceable consent agreement from the transferor and transferee acknowledging knowledge of these Restrictive Covenants and, further agreeing that the Subject Real Estate shall be subject to the terms and conditions hereof following the transfer and that transferee will take no action in violation of these Restrictive Covenants. The notice of transfer shall be delivered to the Village of Hobart not later than fifteen (15) calendar days prior to any transfer of any interest in the Subject Real Estate or any portion thereof. The Village of Hobart shall have fifteen (15) days from the date of the notice of transfer to object to the transfer as being in violation of the terms of these Restrictive Covenants by forwarding written notice thereof to the transferor. In the event of such an objection, the transferor shall be prohibited from transferring the interest alleged to be transferred until such time as a court of competent jurisdiction determines that the proposed transfer does not violate the terms of these Restrictive Covenants.

(b) Failure to Act. If the Village of Hobart fails to timely object to the transfer within fifteen (15) calendar days, the transfer may occur; provided, however, that the Village of Hobart's failure to object shall not operate, in any manner, as a waiver of any of the restrictions set forth herein or the consent to violate any of the terms hereof.

(c) Basis for Objection. Village of Hobart shall not unreasonably withhold or delay its consent to any transfer of any interest subject to these Restrictive Covenants, and the sole and exclusive basis for any objection made pursuant to the foregoing process shall be that the transfer would cause a violation of these Restrictive Covenants.

(d) Inapplicability. Notwithstanding anything in these Restrictive Covenants to the contrary, the foregoing provisions are not intended to affect, and shall not apply to: (i) any transferor's grant of utility, ingress/egress, access, maintenance, signage, drainage, conservation or other easements or similar interests of any type or nature in the Subject Real Estate (or parts thereof) for the benefit of third parties which are immaterial to the fee ownership of the Subject Real Estate; (ii) any transferor's grant to a third party or parties of any real estate security agreement, mortgage(s), deed in trust, Uniform Commercial Code (UCC) fixture or other filing or other similar security devices or instrument evidencing a collateral interest in the Subject Real Estate (or any part thereof) to be held by any bank, credit union, savings and loan or saving bank, and/or other lenders in consideration of past, present and/or future indebtedness by any transferor, unless, and not until, there is a foreclosure or execution on such real estate security instrument which results in the transfer of title to the Subject Real Estate (or any part thereof); or (iii) any other grant of a material interest in the Subject Real Estate (or part thereof) which does not substantially alter the fee simple or other equitable ownership in the Subject Real Estate and does not result in the violating the restrictions contained in paragraph 1 above.

3. Waiver of Certain Restrictions. Notwithstanding anything in these Restrictive Covenants to the contrary, the restrictions set forth in paragraph 1, hereof, as restrictions (1) and (2) which pertain to tax assessments against the Subject Real Estate (or any part thereof), shall be deemed to have been waived by the Village as to any owner and proposed transferee of the Subject Real Estate (or any part thereof), provided that the proposed transferee enters into a written and legally enforceable agreement, that the proposed transferee will make payments to the Village of Hobart in lieu of real estate taxes, which payments shall equal the tax assessments which would otherwise be due the Village of Hobart, Brown County, Pulaski School District and Vocational/Technical School (or any other beneficiary of real estate taxes) for the Subject Real Estate (or portion) owned or proposed to be transferred, and which shall be due at the time real estate tax payments are due from the real estate tax assessed parcels of the Village of Hobart and that the obligation to make said payment shall be in full force and effect for so long as the proposed transferee holds title to the Subject Real Estate (or any portion thereof). The proposed transferee must further confirm and agree, in writing to the Village of Hobart, that in the event that any such payment in lieu of real estate taxes is not made when due, the proposed transferee consents to the imposition of a lien on the Subject Real Estate (or portion) in favor of the Village, in the amount of the unpaid amount. With respect to restriction (3) contained in paragraph 1, the Village will agree to waive this restriction upon receipt of a legally enforceable consent agreement whereby the owner or proposed transferee agrees to be bound by the jurisdiction of the Village of Hobart, including, but not limited to, zoning authority and controls.

4. Duration of Restrictions. The covenants, conditions, and restrictions contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming under them, unless and until an instrument terminating the covenants set forth herein, or any portion thereof, is executed by the owners of record title and Village of Hobart and filed with the Register of Deeds for Brown County, Wisconsin.

5. Reformation of Covenants. If any provision or clause of these Restrictive Covenants is held to be invalid or inoperative by a court of competent jurisdiction, then such clause or provision shall be severed herefrom without affecting any other provision or clause of this Agreement, the balance of which shall remain in full force and effect; provided, however, that if such provision or clause may be modified for it to be valid as a matter of law, then the provision or clause shall be deemed to be modified so as to be enforceable to the maximum extent permitted by law.

6. Amendment of Covenants. These Restrictive Covenants may be amended by the Village without the consent of any owner, lien holder or other party having an interest in the Subject Real Estate if an issue arises with respect to the invalidity or enforceability of any clause or provision and said amendment is required to render said provision or clause valid and enforceable to the maximum extent permitted by law. Any other amendment shall require the consent of the Village and the record owner(s) holding title to at least 75% of the total assessed value of the Subject Real Estate.

7. Miscellaneous.

(a) Expenses. In the event that any legal action is filed arising out of, or relating to these Restrictive Covenants and the Village of Hobart is a party to said action, in the event that the Village of Hobart is a prevailing party, all non-prevailing parties, jointly and severally, shall be liable to the Village of Hobart for all costs and expenses incurred by the Village of Hobart in defending or prosecuting such action, including reasonable attorney fees.

(b) Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when personally delivered or sent by prepaid telex, cable or telecopy or sent to reputable overnight courier service or three (3) days after deposit in the United States Mail, certified mail, postage prepaid, return receipt requested.

(c) Binding Effect. These restrictive covenants shall be binding upon the Subject Real Estate as a covenant running with land and shall bind all present and future owners of any interest in the Subject Real Estate or any portion thereof.

(d) Paragraph Headings. The headings in this document are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this agreement.

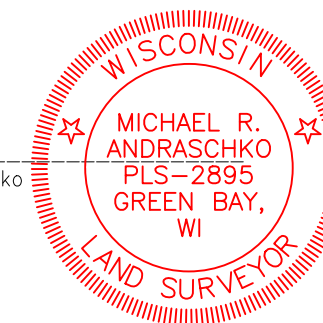
(e) Applicable Law. Any and all actions or proceedings seeking to enforce any provision of, or based upon any right arising out of, these Restrictive Covenants shall be brought against a party in the circuit court of Brown County, State of Wisconsin (sitting in Green Bay, Wisconsin) and each of the parties to any such action consents to exclusive jurisdiction of such court(s) (and the appropriate appellate courts therefrom) in any such account or proceeding and waives any objection to venue laid therein. By acceptance of a deed transferring title ownership of any portion of the Subject Real Estate, the title owner hereby waives any defense to an action filed with respect to these Restrictive Covenants by the Village based on sovereign immunity.

OWNER: Lars A. and Nicole E. Batzel

Lars A. Batzel

Nicole E. Batzel

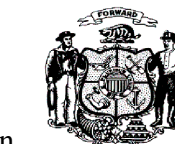
Michael R. Androschko
PLS-2895
May 2, 2022



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



SCALE
1"=60'

DRAWN BY
CPM

TAX PARCEL NO. HB-362

South Autumn Joy

Fieldwork Completed: xx/xx/xx

Data File: R-6193r.plt

Mau & Associates, LLP

LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING

Phone: 920-434-9670 Website: www.mau-associates.com

400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Lars Batzel

File: R-6193r.plt 05/02/22.dwg











PROJECT NO.
R-6193

SHEET NO.
2 of 2

DRAWING NO.
P-2521

Part of Brown County WI

LEGEND / KEY

-  Parcel Boundary
-  Condominium
-  Gap or Overlap
-  "hooks" indicate parcel ownership crosses a line
-  Parcel line
-  Right of Way line
-  Meander line
-  Lines between deeds or lots
-  Historic Parcel Line
-  Vacated Right of Way

A complete map legend (map key) is available at: tinyurl.com/BrownDogLegend

Map printed 5/5/2022



1:2,400

1 inch = 200 feet*

1 inch = 0.0379 miles*

*original page size is 8.5" x 11"

Appropriate format depends on zoom level

This is a custom web map created by an online user of the GIS map services provided by the

Brown County Wisconsin Planning & Land Services Department



(920) 448-6480

www.browncountywi.gov





TO: Planning & Zoning Commission

RE: Consider 4 Lot CSM for 522 Orlando Dr., HB-314

FROM: Todd Gerbers, Director of Planning and Code Compliance

DATE: May 11, 2022

ISSUE: Review and consider proposed 4 lot CSM at 522 Orlando Dr., HB-314

RECOMMENDATION: Staff recommends Conditional Approval.

GENERAL INFORMATION

1. Owner: Rivers of Life Ministries, Inc. / John Dessart
2. Agent(s)/Petitioner(s): Mike Andraschko / Mau & Associates, LLP
3. Parcel(s): HB-314
4. Present Zoning: R-2: Residential District

BACKGROUND

Rivers of Life Ministries, Inc. are the current owners of the property located at 522 Orlando Dr. (HB-314) and they are proposing a 4 lot Certified Survey Map (CSM) creating 3 new residential lots while maintaining a separate lot for the existing religious institution. Two of the new residential lots will have street frontage along Orlando Dr. while one new residential lot will have street frontage along S. Overland Rd.

Lots 3 & 4 on the proposed CSM will be of 2.50 and 2.51 acres respectfully which would meet the requirements of the current R-2 zoning district, while Lots 1 & 2 will be of 1.18 and 1.86 acres respectfully and will not meet the minimum 2.50 acres required for by the R-2 zoning district. Therefore, proposed Lots 1 & 2 will need to be rezoned to a zoning district compliant with those identified lot areas.

This request is for the CSM and the rezoning will be addressed in a separate action item.

RECOMMENDATION/CONDITIONS

Staff recommends approval of the 4 lot CSM as submitted for 522 Orlando Dr. (HB-314), subject to the following conditions:

1. Securing the necessary rezoning of the proposed Lots 1 & 2 of the submitted CSM
2. Payment of the Park Fee of \$900.00 (\$300.00 per new lot)
3. Approval of CUP for continuation of religious institution on proposed Lot 1 of submitted CSM



<input checked="" type="checkbox"/>	Rezoning Review
<input type="checkbox"/>	Conditional Use Permit Review
<input type="checkbox"/>	Planned Development Review
<input checked="" type="checkbox"/>	CSM/Plat Review

Village of Hobart
 Dept of Neighborhood Services
 2990 S Pine Tree Rd
 Hobart WI 54155
 Phone: (920) 869-3809
 Fax (920) 869-2048

APPLICANT INFORMATION

Petitioner: Michael Andraschko Date: 04/21/2022

Petitioner's Address: 400 Security Blvd. City: Green Bay State: WI Zip: 54313

Telephone #: (920) 434-9670 Fax: () _____ Other Contact # or Email: mandraschko@mau-associates.com

Status of Petitioner (Please Check): Owner Representative Tenant Prospective Buyer

Petitioner's Signature (required): Date: 4/22/22

OWNER INFORMATION

Owner(s): Rivers of Life Ministries Inc Date: 04/21/2022

Owner(s) Address: PO Box 10453 City: Green Bay State: WI Zip: 54307

Telephone #: () _____ Fax: () _____ Other Contact # or Email: riversoflifeministries@hotmail.com

Ownership Status (Please Check): Individual Trust Partnership Corporation

Property Owner Consent: (required)

By signature hereon, I/We acknowledge that Village officials and/or employees may, in the performance of their functions, enter upon the property to inspect or gather other information necessary to process this application. I also understand that all meeting dates are tentative and may be postponed by the Neighborhood Services Department for incomplete submissions or other administrative reasons.

Property Owner's Signature: Date: _____

SITE INFORMATION

Address/Location of Proposed Project: 522 Orlando Drive Parcel No. HB-314

Proposed Project Type: 4-Lot Certified Survey Map and Rezone

Current Use of Property: Church and open/vacant land Zoning: R-2

Land Uses Surrounding Site: North: Residential

South: Residential / Agricultural

East: Agricultural

West: Residential / Agricultural

****Please note that a meeting notice will be mailed to all abutting property owners regarding your request prior to any Public Hearing.**

- Application fees are due at time of submittal. Make check payable to Village of Hobart.
- Please refer to the fee schedule for appropriate fee. FEE IS NON-REFUNDABLE

MAU & ASSOCIATES-LLP

LAND SURVEYING & PLANNING ◊ CIVIL & WATER RESOURCE ENGINEERING

400 SECURITY BOULEVARD ◊ GREEN BAY, WI 54313 ◊ PHONE (920) 434-9670 ◊ FAX (920) 434-9672

April 21, 2022

Village of Hobart

RE: Certified Survey Map and Rezone for Rivers of Life Ministries, Inc.
Tax Parcel No. HB-314

Dear Village members,

Rivers of Life Ministries Inc. would like to divide their current lot into for lots. The existing church and parking would be located on Lot 1 of the proposed CSM. Lot 2 would be located just north of the church and South of the Parsonage. The existing open area and field would become Lots 3 and 4. Lots 2-4 would become single family residential Lots.

Lot 1 will have a combined road frontage of 509.83 feet and an area of 1.86 acres. Lot is currently zoned R-2 and is requesting a rezone to R2R.

Lot 2 will have 185.01 feet of road frontage and an area of 1.18 acres. Lot is currently zoned R-2 and is requesting a rezone to R2R.

Lot 3 will have 174.51 feet of road frontage and an area of 2.50 acres. Lot is currently zoned R-2 and is requesting a rezone to ER.

Lot 4 will have 170.03 feet of road frontage and an area of 2.51 acres. Lot is currently zoned R-2 and is requesting a rezone to ER.

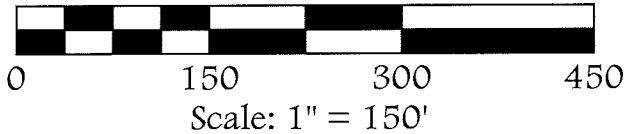
Sincerely,



Michael R. Andraschko
Mau & Associates, LLP

Certified Survey Map

All of Lot 3, Volume 51, Certified Survey Map, Page 272, Map No. 7530, Document No. 2266976, Brown County Records, being located in part of the Southwest 1/4 of the Southwest 1/4 of Section 23, T23N-R19E, Village of Hobart, Brown County, Wisconsin.



Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- ⊕ Brown County monument – type noted
- ▨ existing building

North

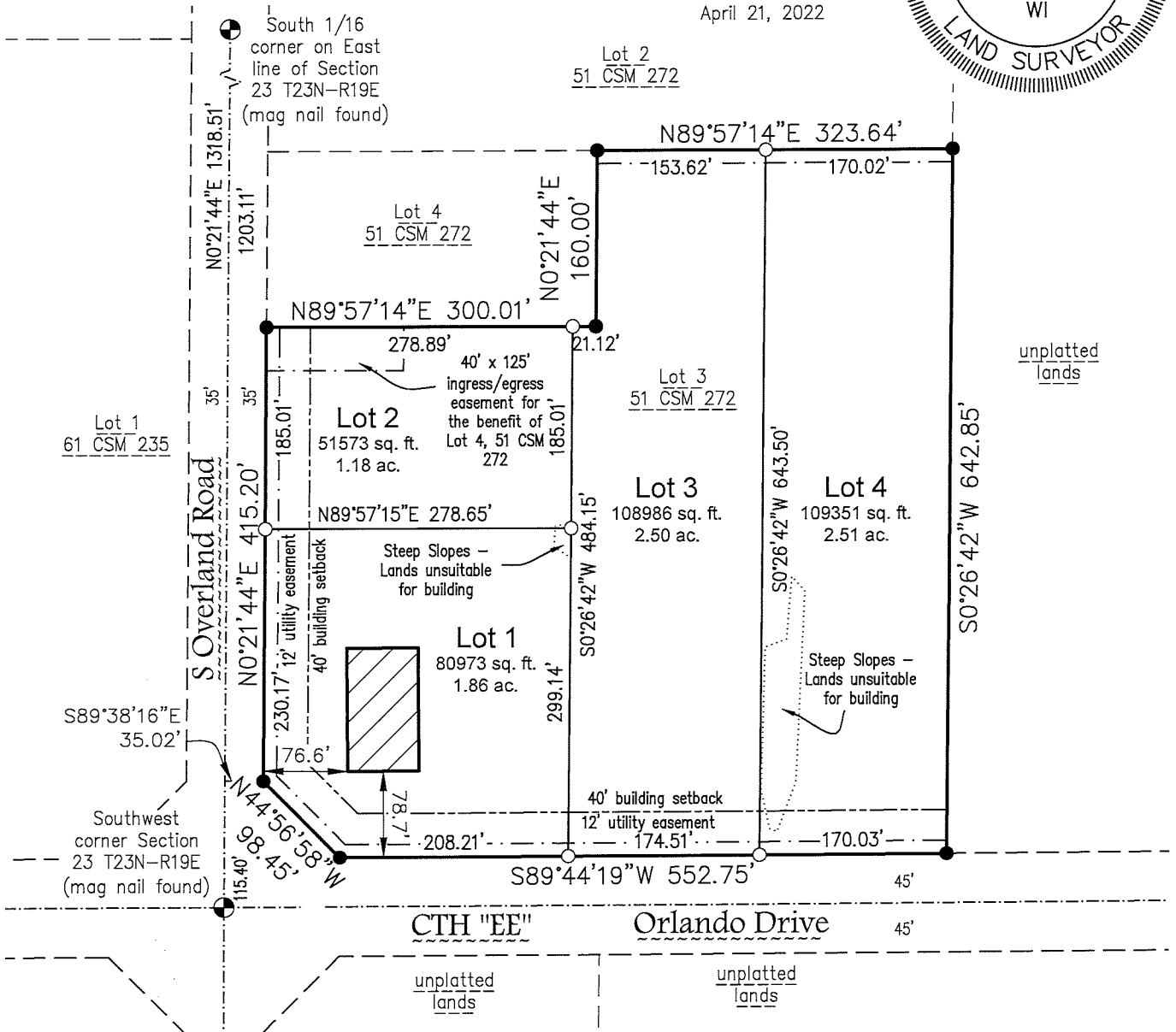
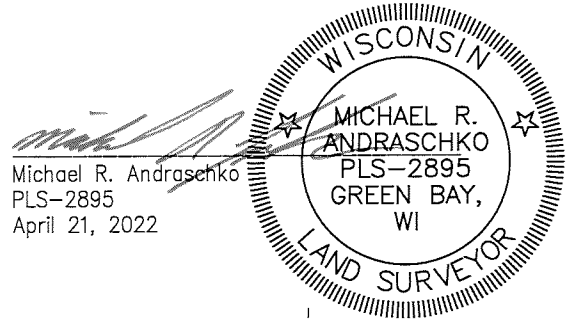


NOTES

Bearings referenced to the West line of the Southwest 1/4 of Section 23, T23N-R19E, assumed to be N0°21'44"E

The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.

This CSM falls in Airport Zoning District C



Client: Rivers of Life Ministries
 Tax Parcel: HB-314
 Drafted By: MRA
 File: R-9005CSM 042022.dwg
 Data File: R-9005.txt

Mau & Associates, LLP
 LAND SURVEYING & PLANNING
 CIVIL & WATER RESOURCE ENGINEERING
 Phone: 920-434-9670 Website: www.mau-associates.com
 400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet One of Four
 Project No.: R-9005
 Drawing No.: L-11769
 Fieldwork Completed: 04/20/2022



Certified Survey Map

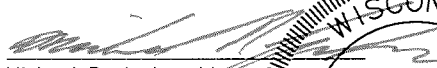
All of Lot 3, Volume 51, Certified Survey Map, Page 272, Map No. 7530, Document No. 2266976, Brown County Records, being located in part of the Southwest 1/4 of the Southwest 1/4 of Section 23, T23N-R19E, Village of Hobart, Brown County, Wisconsin.


SURVEYOR'S CERTIFICATE

I, Michael R. Andraschko, Professional Land Surveyor, PLS-2895, do hereby certify that I have surveyed, divided and mapped all of Lot 3, Volume 51, Certified Survey Map, Page 272, Map No. 7530, Document No. 2266976, Brown County Records, being located in part of the Southwest 1/4 of the Southwest 1/4 of Section 23, T23N-R19E, Village of Hobart, Brown County, Wisconsin.

Parcel contains 350,883 square feet / 8.06 acres more or less.
Parcel subject to easements and restrictions of record.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the Village of Hobart, and the Brown County Planning Commission code in surveying, dividing and mapping the same.


 Michael R. Andraschko
 PLS-2895
 April 21, 2022



CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

Approved for the Brown County Planning Commission this ____ day of _____, 20__.

Karl Mueller
Senior Planner

CERTIFICATE OF THE BROWN COUNTY TREASURER

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the dates listed below.

Paul D. Zeller Date
Brown County Treasurer

CERTIFICATE OF THE VILLAGE OF HOBART

Approved for the Village of Hobart this ____ day of _____, 20__.

Erica Berger
Village Clerk





Certified Survey Map

All of Lot 3, Volume 51, Certified Survey Map, Page 272, Map No. 7530, Document No. 2266976, Brown County Records, being located in part of the Southwest 1/4 of the Southwest 1/4 of Section 23, T23N-R19E, Village of Hobart, Brown County, Wisconsin.

NOTES

Lots 1-4 contains steep slopes that are unsuitable for building. No development shall occur in areas labeled 'Steep Slope-Lands Unsuitable for Building' unless a geotechnical study is submitted to and approved by Brown County Planning Commission.

A Brown County Highway Department access permit must be obtained prior to any construction of a new street / road connection or driveway to a County Trunk Highway.

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Village has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

The Austin Straubel International Airport Director shall be contacted for review and approval prior to any development and land disturbing activities within Airport Zoning Districts.

Development on Lots 2-4 requires public sewer and water be available OR acquisition of all state, county, and/or municipal permits concerning onsite sewage disposal systems for sanitary waste disposal.

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.

UTILITY EASEMENT PROVISIONS

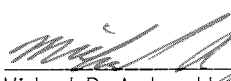
An easement for electric, natural gas, and communications service is hereby granted by

Rivers of Life Ministries, Inc., Grantor, to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.


 Michael R. Andraschko
 PLS-2895
 April 21, 2022



Sheet Three of Four
 Project No.: R-9005
 Drawing No.: L-11769





Certified Survey Map

All of Lot 3, Volume 51, Certified Survey Map, Page 272, Map No. 7530, Document No. 2266976, Brown County Records, being located in part of the Southwest 1/4 of the Southwest 1/4 of Section 23, T23N-R19E, Village of Hobart, Brown County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

RIVERS OF LIFE MINISTRIES, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that I caused the land described and easements granted on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. RIVERS OF LIFE MINISTRIES, INC., also certifies that this Certified Survey Map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

VILLAGE OF HOBART
BROWN COUNTY PLANNING COMMISSION

In Witness Whereof, the said RIVERS OF LIFE MINISTRIES, INC., has caused these presents to be signed by John Dessart, it's President on this _____ day of _____, 2022.

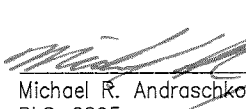
John Dessart - President


Personally came before me this _____ day of _____, 2022, the above named officer of said corporation and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Notary Public
Brown County, Wisconsin

My Commission Expires _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]


Michael R. Andraschko
PLS-2895
April 21, 2022













Sheet Four of Four
Project No.: R-9005
Drawing No.: L-11769



Part of Brown County WI

LEGEND / KEY

-  Parcel Boundary
-  Condominium
-  Gap or Overlap
-  "hooks" indicate parcel ownership crosses a line
-  Parcel line
-  Right of Way line
-  Meander line
-  Lines between deeds or lots
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-  Vacated Right of Way

A complete map legend (map key) is available at: tinyurl.com/BrownDogLegend

Map printed 5/5/2022



1:1,800

1 inch = 150 feet*

1 inch = 0.0284 miles*

*original page size is 8.5" x 11"
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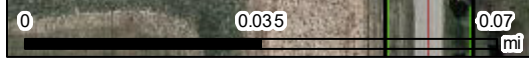
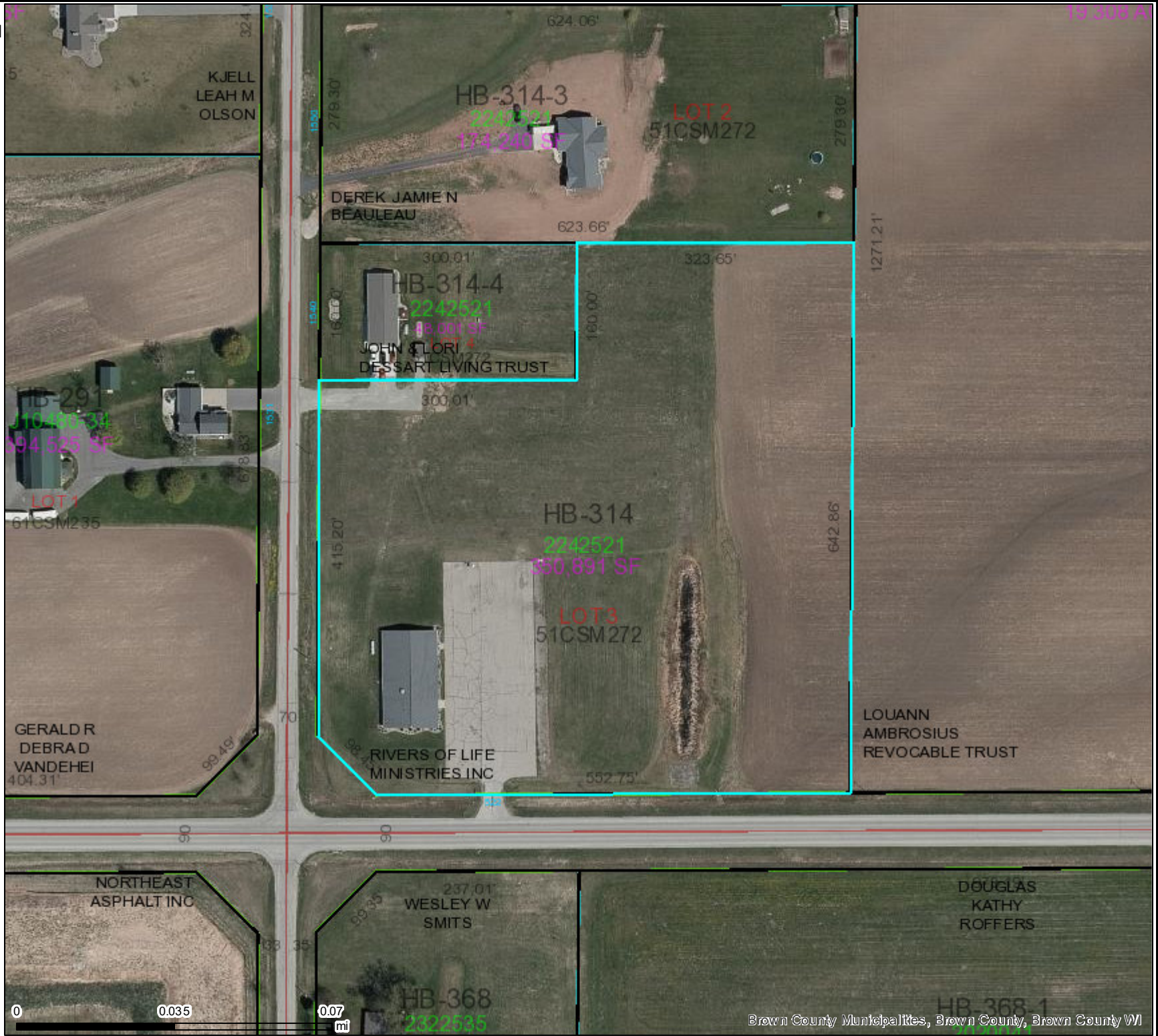
This is a custom web map created by an online user of the GIS map services provided by the

Brown County Wisconsin Planning & Land Services Department



(920) 448-6480

www.browncountywi.gov





TO: Planning & Zoning Commission

RE: Consider Rezoning for 522 Orlando Dr., HB-314

FROM: Todd Gerbers, Director of Planning and Code Compliance

DATE: May 11, 2022

ISSUE: Consider a request to rezone parcel HB-314 from R-2: Residential District to ER: Estate Residential District and R-2-R: Residential District at 522 Orlando Dr.

RECOMMENDATION: Staff recommends Approval.

GENERAL INFORMATION

1. Owner: Rivers of Life Ministries, Inc. / John Dessart
2. Agent(s)/Petitioner(s): Mike Andraschko / Mau & Associates, LLP
3. Parcel(s): HB-314
4. Present Zoning: R-2: Residential District

BACKGROUND

Rivers of Life Ministries, Inc. are the current owners of the property located at 522 Orlando Dr. (HB-314) and they are proposing a 4 lot Certified Survey Map (CSM) creating 3 new residential lots while maintaining a separate lot for the existing religious institution. Due to the creation of two lots that will be less than 2.5 acres, the owners are proposing to rezone two of the proposed lots to ER: Estate Residential and two lots to R-2-R: Residential District from the current zoning of R-2: Residential District.

Lots 3 & 4 on the proposed CSM will be of 2.50 and 2.51 acres respectfully which would meet the requirements of the current R-2 zoning district, however, the owners are proposing to switch the zoning to ER. Both of these lots would meet the minimum standards of 150 feet of lot width and 2.5 acres for the ER zoning. Lots 1 & 2 will be of 1.18 and 1.86 acres respectfully and will be less than the minimum 2.50 acres, they are being proposed to be rezoned to the R-2-R zoning district. Both of these lots would comply with the minimum standards for the R-2-R district which are 150 feet of lot width and 1 acre.

RECOMMENDATION/CONDITIONS

Staff recommends approval as submitted to rezone Lots 1 & 2 from R-2: Residential District to R-2-R: Residential District and Lots 3 & 4 from R-2: Residential District to ER: Estate as illustrated on the propose CSM located at 522 Orlando Dr. (HB-314).



<input checked="" type="checkbox"/>	Rezoning Review
<input type="checkbox"/>	Conditional Use Permit Review
<input type="checkbox"/>	Planned Development Review
<input checked="" type="checkbox"/>	CSM/Plat Review

Village of Hobart
 Dept of Neighborhood Services
 2990 S Pine Tree Rd
 Hobart WI 54155
 Phone: (920) 869-3809
 Fax (920) 869-2048

APPLICANT INFORMATION

Petitioner: Michael Andraschko Date: 04/21/2022

Petitioner's Address: 400 Security Blvd. City: Green Bay State: WI Zip: 54313

Telephone #: (920) 434-9670 Fax: () _____ Other Contact # or Email: mandraschko@mau-associates.com

Status of Petitioner (Please Check): Owner Representative Tenant Prospective Buyer

Petitioner's Signature (required): Date: 4/22/22

OWNER INFORMATION

Owner(s): Rivers of Life Ministries Inc Date: 04/21/2022

Owner(s) Address: PO Box 10453 City: Green Bay State: WI Zip: 54307

Telephone #: () _____ Fax: () _____ Other Contact # or Email: riversoflifeministries@hotmail.com

Ownership Status (Please Check): Individual Trust Partnership Corporation

Property Owner Consent: (required)

By signature hereon, I/We acknowledge that Village officials and/or employees may, in the performance of their functions, enter upon the property to inspect or gather other information necessary to process this application. I also understand that all meeting dates are tentative and may be postponed by the Neighborhood Services Department for incomplete submissions or other administrative reasons.

Property Owner's Signature: Date: _____

SITE INFORMATION

Address/Location of Proposed Project: 522 Orlando Drive Parcel No. HB-314

Proposed Project Type: 4-Lot Certified Survey Map and Rezone

Current Use of Property: Church and open/vacant land Zoning: R-2

Land Uses Surrounding Site: North: Residential

South: Residential / Agricultural

East: Agricultural

West: Residential / Agricultural

****Please note that a meeting notice will be mailed to all abutting property owners regarding your request prior to any Public Hearing.**

- Application fees are due at time of submittal. Make check payable to Village of Hobart.
- Please refer to the fee schedule for appropriate fee. FEE IS NON-REFUNDABLE

MAU & ASSOCIATES-LLP

LAND SURVEYING & PLANNING ◊ CIVIL & WATER RESOURCE ENGINEERING

400 SECURITY BOULEVARD ◊ GREEN BAY, WI 54313 ◊ PHONE (920) 434-9670 ◊ FAX (920) 434-9672

April 21, 2022

Village of Hobart

RE: Certified Survey Map and Rezone for Rivers of Life Ministries, Inc.
Tax Parcel No. HB-314

Dear Village members,

Rivers of Life Ministries Inc. would like to divide their current lot into for lots. The existing church and parking would be located on Lot 1 of the proposed CSM. Lot 2 would be located just north of the church and South of the Parsonage. The existing open area and field would become Lots 3 and 4. Lots 2-4 would become single family residential Lots.

Lot 1 will have a combined road frontage of 509.83 feet and an area of 1.86 acres. Lot is currently zoned R-2 and is requesting a rezone to R2R.

Lot 2 will have 185.01 feet of road frontage and an area of 1.18 acres. Lot is currently zoned R-2 and is requesting a rezone to R2R.

Lot 3 will have 174.51 feet of road frontage and an area of 2.50 acres. Lot is currently zoned R-2 and is requesting a rezone to ER.

Lot 4 will have 170.03 feet of road frontage and an area of 2.51 acres. Lot is currently zoned R-2 and is requesting a rezone to ER.

Sincerely,



Michael R. Andraschko
Mau & Associates, LLP

Village of Hobart Zoning



5/5/2022, 11:46:19 AM

Zoning


 R-2: Residential District

 R-4: Single and Two-Family Residential District

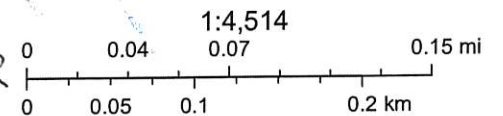
 R-2-R: Rural Residential District

 A-1: Agricultural District

 A-2: Exclusive Agricultural District

 = R-2-R

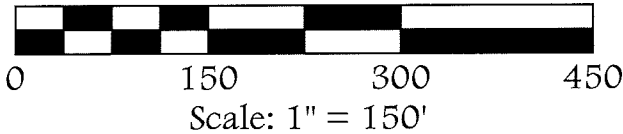
 = ER



Brown County, Robert E. Lee & Associates, Inc.

Certified Survey Map

All of Lot 3, Volume 51, Certified Survey Map, Page 272, Map No. 7530, Document No. 2266976, Brown County Records, being located in part of the Southwest 1/4 of the Southwest 1/4 of Section 23, T23N-R19E, Village of Hobart, Brown County, Wisconsin.



Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- ⊕ Brown County monument – type noted
- ▨ existing building

North

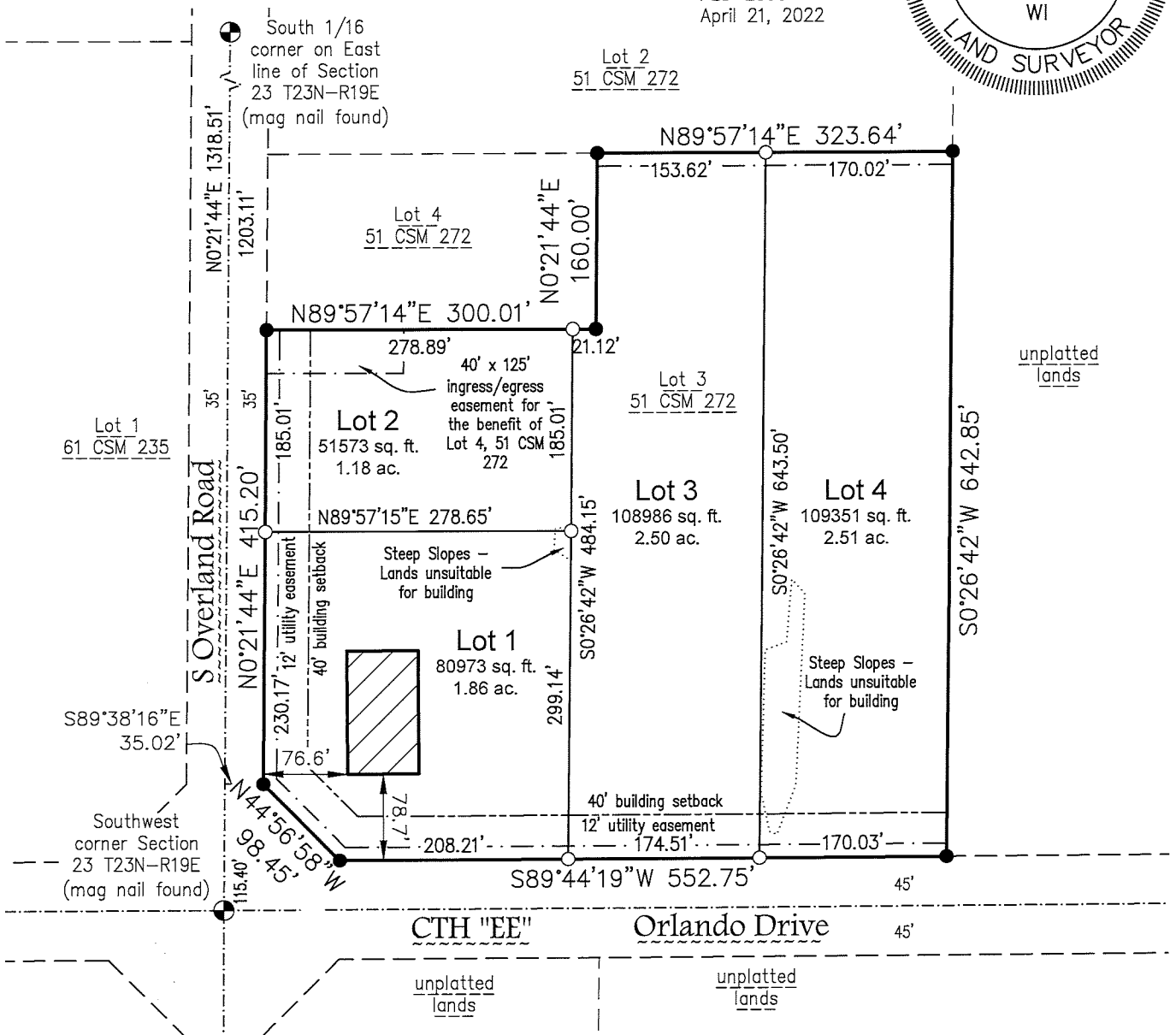


NOTES

Bearings referenced to the West line of the Southwest 1/4 of Section 23, T23N-R19E, assumed to be N0°21'44"E

The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.

This CSM falls in Airport Zoning District C



Client: Rivers of Life Ministries
 Tax Parcel: HB-314
 Drafted By: MRA
 File: R-9005CSM 042022.dwg
 Data File: R-9005.txt

Mau & Associates, LLP
 LAND SURVEYING & PLANNING
 CIVIL & WATER RESOURCE ENGINEERING
 Phone: 920-434-9670 Website: www.mau-associates.com
 400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet One of Four
 Project No.: R-9005
 Drawing No.: L-11769
 Fieldwork Completed: 04/20/2022



Certified Survey Map

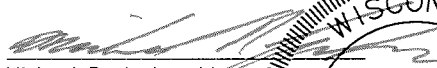
All of Lot 3, Volume 51, Certified Survey Map, Page 272, Map No. 7530, Document No. 2266976, Brown County Records, being located in part of the Southwest 1/4 of the Southwest 1/4 of Section 23, T23N-R19E, Village of Hobart, Brown County, Wisconsin.


SURVEYOR'S CERTIFICATE

I, Michael R. Andraschko, Professional Land Surveyor, PLS-2895, do hereby certify that I have surveyed, divided and mapped all of Lot 3, Volume 51, Certified Survey Map, Page 272, Map No. 7530, Document No. 2266976, Brown County Records, being located in part of the Southwest 1/4 of the Southwest 1/4 of Section 23, T23N-R19E, Village of Hobart, Brown County, Wisconsin.

Parcel contains 350,883 square feet / 8.06 acres more or less.
Parcel subject to easements and restrictions of record.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the Village of Hobart, and the Brown County Planning Commission code in surveying, dividing and mapping the same.


 Michael R. Andraschko
 PLS-2895
 April 21, 2022



CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

Approved for the Brown County Planning Commission this _____ day of _____, 20____.

Karl Mueller
Senior Planner

CERTIFICATE OF THE BROWN COUNTY TREASURER

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the dates listed below.

Paul D. Zeller Date
Brown County Treasurer

CERTIFICATE OF THE VILLAGE OF HOBART

Approved for the Village of Hobart this _____ day of _____, 20____.

Erica Berger
Village Clerk





Certified Survey Map

All of Lot 3, Volume 51, Certified Survey Map, Page 272, Map No. 7530, Document No. 2266976, Brown County Records, being located in part of the Southwest 1/4 of the Southwest 1/4 of Section 23, T23N-R19E, Village of Hobart, Brown County, Wisconsin.

NOTES

Lots 1-4 contains steep slopes that are unsuitable for building. No development shall occur in areas labeled 'Steep Slope-Lands Unsuitable for Building' unless a geotechnical study is submitted to and approved by Brown County Planning Commission.

A Brown County Highway Department access permit must be obtained prior to any construction of a new street / road connection or driveway to a County Trunk Highway.

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Village has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

The Austin Straubel International Airport Director shall be contacted for review and approval prior to any development and land disturbing activities within Airport Zoning Districts.

Development on Lots 2-4 requires public sewer and water be available OR acquisition of all state, county, and/or municipal permits concerning onsite sewage disposal systems for sanitary waste disposal.

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.

UTILITY EASEMENT PROVISIONS

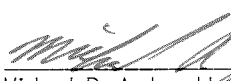
An easement for electric, natural gas, and communications service is hereby granted by

Rivers of Life Ministries, Inc., Grantor, to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.


Michael R. Andraschko
PLS-2895
April 21, 2022



Sheet Three of Four
Project No.: R-9005
Drawing No.: L-11769





Certified Survey Map

All of Lot 3, Volume 51, Certified Survey Map, Page 272, Map No. 7530, Document No. 2266976, Brown County Records, being located in part of the Southwest 1/4 of the Southwest 1/4 of Section 23, T23N-R19E, Village of Hobart, Brown County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

RIVERS OF LIFE MINISTRIES, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that I caused the land described and easements granted on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. RIVERS OF LIFE MINISTRIES, INC., also certifies that this Certified Survey Map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

VILLAGE OF HOBART
BROWN COUNTY PLANNING COMMISSION

In Witness Whereof, the said RIVERS OF LIFE MINISTRIES, INC., has caused these presents to be signed by John Dessart, it's President on this _____ day of _____, 2022.

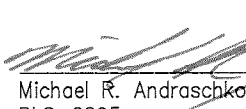
John Dessart - President


Personally came before me this _____ day of _____, 2022, the above named officer of said corporation and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Notary Public
Brown County, Wisconsin

My Commission Expires _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]


Michael R. Andraschko
PLS-2895
April 21, 2022













Sheet Four of Four
Project No.: R-9005
Drawing No.: L-11769



Part of Brown County WI

LEGEND / KEY

-  Parcel Boundary
-  Condominium
-  Gap or Overlap
-  "hooks" indicate parcel ownership crosses a line
-  Parcel line
-  Right of Way line
-  Meander line
-  Lines between deeds or lots
-  Historic Parcel Line
-  Vacated Right of Way

A complete map legend (map key) is available at: tinyurl.com/BrownDogLegend

Map printed 5/5/2022



1:1,800

1 inch = 150 feet*

1 inch = 0.0284 miles*

*original page size is 8.5" x 11"
Appropriate format depends on zoom level

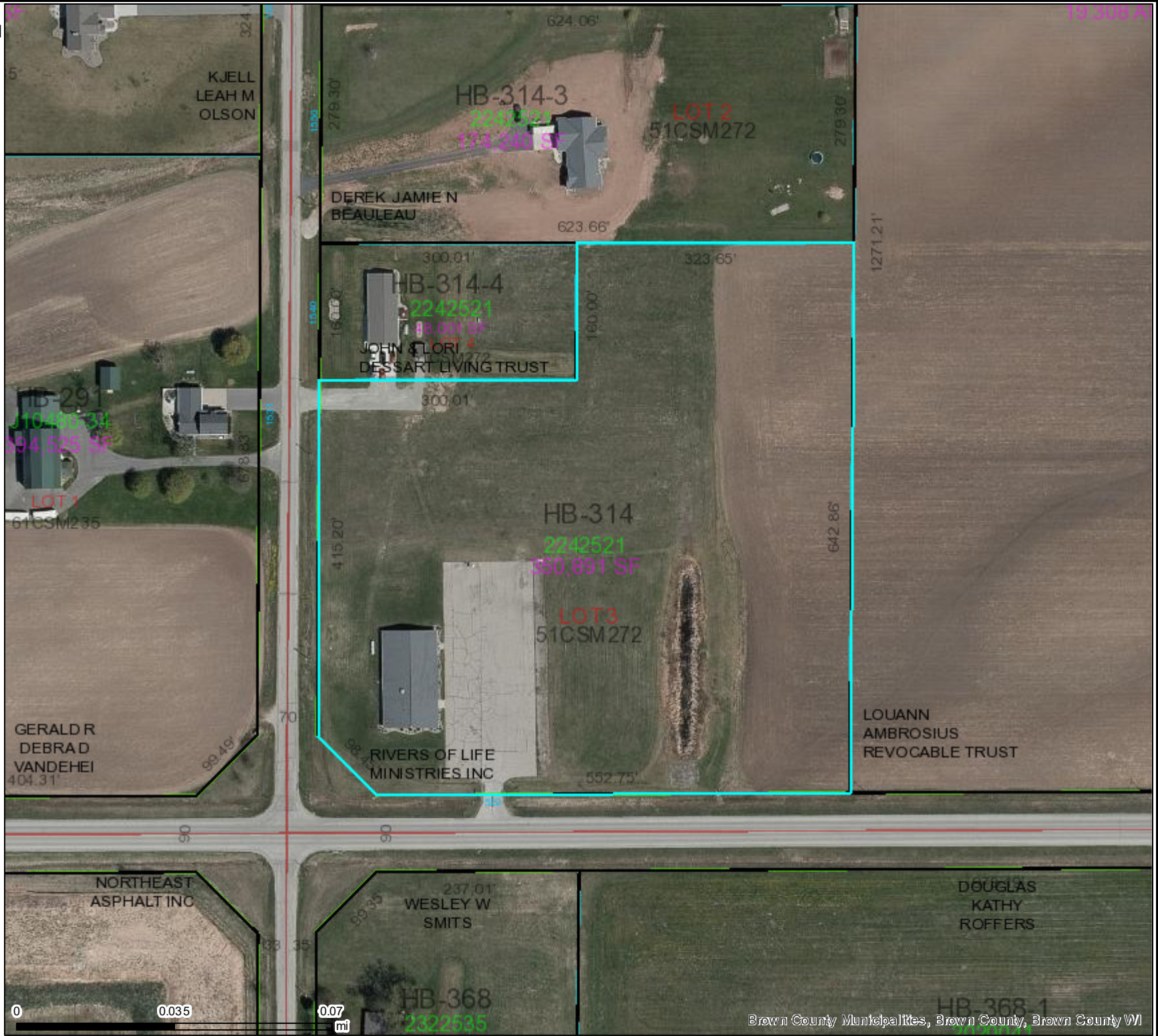
This is a custom web map created by an online user of the GIS map services provided by the

Brown County Wisconsin Planning & Land Services Department



(920) 448-6480

www.browncountywi.gov



0

0.035

0.07 mi



TO: Planning & Zoning Commission

RE: Modifications/Amendments to the Zoning Ordinance, Chapter 295, Section 295-187, Conditional Uses Pertaining to Religious Institutions

FROM: Todd Gerbers, Director of Planning & Code Compliance

DATE: May 11, 2022

ISSUE: Discussion and action on modifications/amendments to the Zoning Ordinance, Chapter 295, Section 295-187, Conditional Uses pertaining to Religious Institutions

RECOMMENDATION: Staff recommends approval.

GENERAL INFORMATION

Village Staff has recently received a Certified Survey Map (CSM) pertaining to proposed land divisions of an existing religious institution located at 522 Orlando Dr. (HB-314). After reviewing the Village Zoning Code, Village Staff is recommending some amendments / modifications to the Conditional Uses listed in Section 295-187 (R-2-R) pertaining to Religious Institutions.

When review the existing zoning code, it was noticed that “*Religious institutions in the form of convents, seminaries, monasteries, churches, chapels, temples, synagogues, rectories, parsonages, and parish homes*” are listed as conditional uses in the R-1, R-2, R-3, R-4, R-5, and R-6 zoning districts while the R-2-R zoning district does not have any such listing for any sort of religious institution noted as a permitted or conditional use. Staff’s original thought is that the omission in the R-2-R district may have been connected to lot sizes, but the R-1 and R-3 districts are less in area than the R-2-R. Unfortunately, we cannot make any logical connect as to why the R-2-R district is not included.

Therefore, Staff is proposing an amendment to add “*Religious institutions in the form of convents, seminaries, monasteries, churches, chapels, temples, synagogues, rectories, parsonages, and parish homes*” to the Conditional Uses in the R-2-R zoning district.

RECOMMENDATION/CONDITIONS

Staff recommends approval of modifications to Chapter 295, Zoning Code, Section 295-187 (R-2-R) adding “*Religious institutions in the form of convents, seminaries, monasteries, churches, chapels, temples, synagogues, rectories, parsonages, and parish homes*” to the Conditional Uses in the R-2-R zoning district.

§ 295-187. Conditional uses.

The following are conditional uses in the R-2-R District:

- A. Satellite dish antennas larger than 38 inches and less than 12 feet in diameter.
- B. Religious institutions in the form of convents, seminaries, monasteries, churches, chapels, temples, synagogues, rectories, parsonages, and parish houses.
- C. Public utility and service uses, and civic buildings, as follows:
 - (1) Substations.
 - (2) Fire stations.
 - (3) Gas regulator stations.
 - (4) Police stations, public works facilities.
 - (5) Railroad right-of-way but not including railroad yards and shops, other than for passenger purposes.
 - (6) Telephone exchanges, transmission equipment buildings and microwave relay towers.
- D. Accessory structures and fences which do not conform to the requirements identified elsewhere in this chapter, but which are designed, constructed and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity or use and will not change the essential character of the same area. **[Amended 1-15-2013]**
- E. Parcels that do not meet any one of the zoning requirements regarding building setbacks, lot frontage, lot size, accessory building size and number of buildings per parcel, provided that the remaining zoning requirements are all met.

§ 295-187. Conditional uses.

The following are conditional uses in the R-2-R District:

- A. Satellite dish antennas larger than 38 inches and less than 12 feet in diameter.
- B. Public utility and service uses, and civic buildings, as follows:
 - (1) Substations.
 - (2) Fire stations.
 - (3) Gas regulator stations.
 - (4) Police stations, public works facilities.
 - (5) Railroad right-of-way but not including railroad yards and shops, other than for passenger purposes.
 - (6) Telephone exchanges, transmission equipment buildings and microwave relay towers.
- C. Accessory structures and fences which do not conform to the requirements identified elsewhere in this chapter, but which are designed, constructed and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity or use and will not change the essential character of the same area. **[Amended 1-15-2013]**
- D. Parcels that do not meet any one of the zoning requirements regarding building setbacks, lot frontage, lot size, accessory building size and number of buildings per parcel, provided that the remaining zoning requirements are all met.



TO: Planning & Zoning Commission

RE: Consider CUP for a Religious Institution located at 522 Orlando Dr., HB-314

FROM: Todd Gerbers, Director of Planning and Code Compliance

DATE: May 11, 2022

ISSUE: Review and consider CUP request to operate a Religious Institution located at 522 Orlando Dr., HB-314

RECOMMENDATION: Staff recommends Conditional Approval.

GENERAL INFORMATION

1. Owner: Rivers of Life Ministries, Inc. / John Dessart
2. Agent(s)/Petitioner(s): Mike Andraschko / Mau & Associates, LLP
3. Parcel(s): HB-314
4. Present Zoning: R-2: Residential District

BACKGROUND

Rivers of Life Ministries, Inc. are the current owners of the property located at 522 Orlando Dr. (HB-314) and they are proposing a 4 lot Certified Survey Map (CSM) creating 3 new residential lots while maintaining a separate lot for the existing religious institution. Additionally, they are proposing a rezoning of the new lots and with the rezoning of the church parcel to R-2-R: Residential District, the existing Conditional Use Permit would need to be amended to comply with the new zoning district. There are no proposed changes to the facility or its current operations, this CUP request to connect it with the rezoning of the parcel.

RECOMMENDATION/CONDITIONS

Staff recommends approval of the CUP for the Religious Institution in the R-2-R: Rural Residential District currently located at 522 Orlando Dr. (HB-314), subject to the following conditions:

1. Securing the necessary rezoning of the parcel to R-2-R: Rural Residential District
2. Maintaining adequate storm water management for the development



<input checked="" type="checkbox"/>	Rezoning Review
<input checked="" type="checkbox"/>	Conditional Use Permit Review
<input type="checkbox"/>	Planned Development Review
<input checked="" type="checkbox"/>	CSM/Plat Review

Village of Hobart
 Dept of Neighborhood Services
 2990 S Pine Tree Rd
 Hobart WI 54155
 Phone: (920) 869-3809
 Fax (920) 869-2048

APPLICANT INFORMATION

Petitioner: Michael Andraschko Date: 04/21/2022

Petitioner's Address: 400 Security Blvd. City: Green Bay State: WI Zip: 54313

Telephone #: (920) 434-9670 Fax: () _____ Other Contact # or Email: mandraschko@mau-associates.com

Status of Petitioner (Please Check): Owner Representative Tenant Prospective Buyer

Petitioner's Signature (required): *Michael Andraschko* Date: 4/22/22

OWNER INFORMATION

Owner(s): Rivers of Life Ministries Inc Date: 04/21/2022

Owner(s) Address: PO Box 10453 City: Green Bay State: WI Zip: 54307

Telephone #: () _____ Fax: () _____ Other Contact # or Email: riversoflifeministries@hotmail.com

Ownership Status (Please Check): Individual Trust Partnership Corporation

Property Owner Consent: (required)

By signature hereon, I/We acknowledge that Village officials and/or employees may, in the performance of their functions, enter upon the property to inspect or gather other information necessary to process this application. I also understand that all meeting dates are tentative and may be postponed by the Neighborhood Services Department for incomplete submissions or other administrative reasons.

Property Owner's Signature: *John Dessart* Date: _____
John Dessart (Apr 22, 2022 06:39 CDT)

SITE INFORMATION

Address/Location of Proposed Project: 522 Orlando Drive Parcel No. HB-314

Proposed Project Type: 4-Lot Certified Survey Map and Rezone

Current Use of Property: Church and open/vacant land Zoning: R-2

Land Uses Surrounding Site:

North: Residential

South: Residential / Agricultural

East: Agricultural

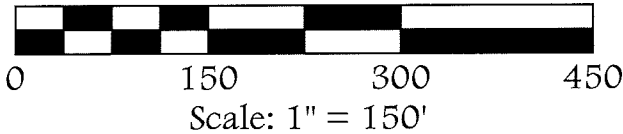
West: Residential / Agricultural

****Please note that a meeting notice will be mailed to all abutting property owners regarding your request prior to any Public Hearing.**





- Application fees are due at time of submittal. Make check payable to Village of Hobart.
- Please refer to the fee schedule for appropriate fee. FEE IS NON-REFUNDABLE

Certified Survey Map

All of Lot 3, Volume 51, Certified Survey Map, Page 272, Map No. 7530, Document No. 2266976, Brown County Records, being located in part of the Southwest 1/4 of the Southwest 1/4 of Section 23, T23N-R19E, Village of Hobart, Brown County, Wisconsin.



Legend

-  1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
-  1" iron pipe found
-  Brown County monument – type noted
-  existing building

North



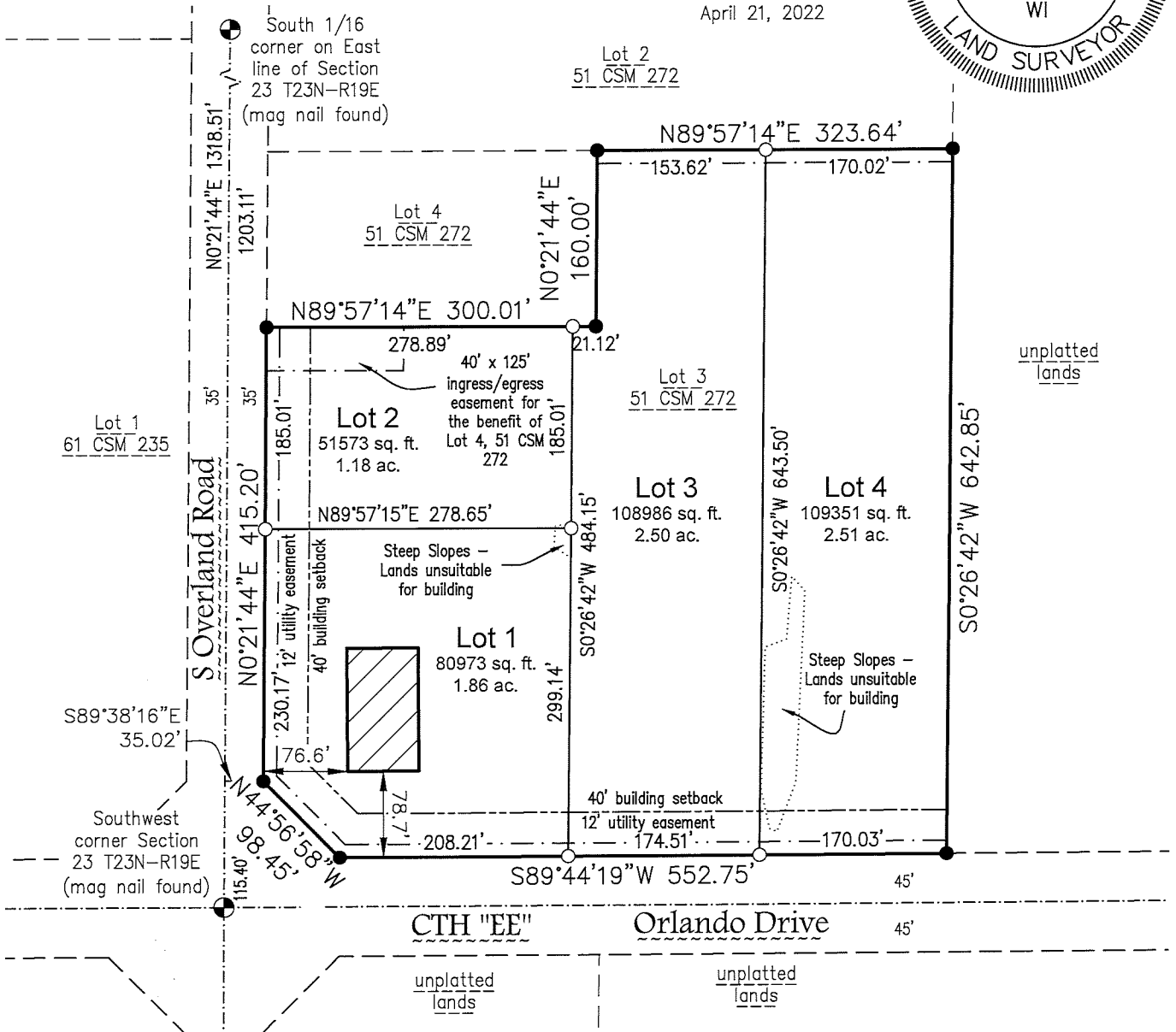
NOTES

Bearings referenced to the West line of the Southwest 1/4 of Section 23, T23N-R19E, assumed to be N0°21'44"E

The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.

This CSM falls in Airport Zoning District C

Michael R. Andraschko
PLS-2895
April 21, 2022



Client: Rivers of Life Ministries
 Tax Parcel: HB-314
 Drafted By: MRA
 File: R-9005CSM 042022.dwg
 Data File: R-9005.txt

Mau & Associates, LLP
 LAND SURVEYING & PLANNING
 CIVIL & WATER RESOURCE ENGINEERING
 Phone: 920-434-9670 Website: www.mau-associates.com
 400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet One of Four
 Project No.: R-9005
 Drawing No.: L-11769
 Fieldwork Completed: 04/20/2022



TO: Planning & Zoning Commission

RE: Consider CUP for a faith-based residential recovery facility for substance and alcohol abuse residents located at 1071 Hill Dr., HB-579-4 & HB-580-6

FROM: Todd Gerbers, Director of Planning and Code Compliance

DATE: May 11, 2022

ISSUE: Review and consider CUP request to operate a faith-based residential recovery facility for substance and alcohol abuse residents located at 1071 Hill Dr., HB-579-4 and HB-580-6

RECOMMENDATION:

GENERAL INFORMATION

1. Current Owner: His Servant Foundation
2. Agent(s)/Petitioner(s): Adult & Teen Challenge Northeastern Wisconsin / Vaushawn Johnson
3. Parcel(s): HB-579-4 & HB-580-6
4. Present Zoning: ER: Estate Residential District

BACKGROUND

Adult & Teen Challenge Northeastern Wisconsin is proposing to purchase the property located at 1071 Hill Dr., (HB-579-4 & HB-580-6) and operate a faith-based residential recovery facility for substance and alcohol abuse residents at this location. The property is currently zoned ER: Estate Residential and such a facility is only allowed in this zoning district as a Conditional Use Permit (CUP). This request is for a CUP to operate such a facility at this location.

The applicant(s) is proposing to operate recovery facility at this location that would be in excess of 16 persons being served by the program. Being that there will be more than 16 residents, in accordance with Wisconsin State Statutes 26.23(7)(i)5., such a *“facility is entitled to apply for special zoning permission to locate in areas zoned for residential use.”* Therefore, the applicant(s) is requesting a CUP (aka “special zoning permission”) to operate such a facility at this location.

As for the operation and structure of the facility/program itself, Vaushawn and his team have done a very well job assembling the documentation and detailing their intentions in the attached documents. So instead of trying to condense the information to fit in this memo, I ask that you review the attached documents directly from the applicant.

RECOMMENDATION/CONDITIONS

Village of Hobart, WI
Tuesday, April 5, 2022

Chapter 295. Zoning

Article XVI. ER Estate Residential

§ 295-171. Permitted uses.

The following uses are permitted in the ER District:

- A. Single-family dwellings.
- B. Parks, playgrounds, athletic fields, golf course.
- C. Hobby farms, nonretail greenhouses and nurseries, forestry, orchards, wildlife sanctuaries.
- D. Satellite dish antennas less than 38 inches.
- E. Up to five animal units (example, dogs are one unit, see chart in § 295-182G).

§ 295-172. Prohibited uses.

The following uses are prohibited in the ER District:

- A. Corporate retreats.
- B. Outdoor wood burners/solid-fuel heating devices.
- C. More than 10 animal units.
- D. Inoperable vehicles (unless stored in building).

§ 295-173. Permitted accessory uses.

The following are permitted accessory uses in the ER District:

- A. Additional accessory structures, tool houses, sheds and other similar buildings used for the storage of common supplies and to support the permitted uses.
- B. Home occupations.
- C. Private garages, carports, and driveways.
- D. Private swimming pools.
- E. Water gardens (covering up to 800 square feet of surface) per Article **XXIX**.
- F. Telephone, public utility installations, and cable television installations.

§ 295-174. Conditional uses.

The following are conditional uses in the ER District:

- A. Up to 10 animal units.
- B. Artificial lakes, ponds per Article **XXIX**.
- C. Retail landscape and retail tree farms.
- D. Schools.
- E. Satellite dishes larger than 38 inches.
- F. Religious institutions.
- G. Riding academies and stables.
- H. Bed-and-breakfasts.
- I. Any animal not listed in this article.
- J. Lot frontage less than 150 feet.
- K. Public utility and service uses, and civic buildings as follows:
 - (1) Substations.
 - (2) Fire stations.
 - (3) Gas regulator stations.
 - (4) Police stations, public works facilities.
 - (5) Railroad right-of-way, but not including railroad yards and shops, other than for passenger purposes.
 - (6) Telephone exchanges, transmission equipment buildings and microwave relay towers.
- L. **Other business types may be approved by the Village Board, after receiving approval from the Planning and Zoning Commission. This conditional use may be removed if declared a nuisance to surrounding area.**
- M. Accessory structures and fences which do not conform to the requirements identified elsewhere in this chapter, but which are designed, constructed and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity or use and will not change the essential character of the same area.
[Amended 1-15-2013]











(i) *Community and other living arrangements.* For purposes of this section, the location of a community living arrangement for adults, as defined in s. 46.03 (22), a community living arrangement for children, as defined in s. 48.743 (1), a foster home, as defined in s. 48.02 (6), or an adult family home, as defined in s. 50.01 (1), in any city shall be subject to the following criteria:

1. No community living arrangement may be established after March 28, 1978 within 2,500 feet, or any lesser distance established by an ordinance of the city, of any other such facility. Agents of a facility may apply for an exception to this requirement, and such exceptions may be granted at the discretion of the city. Two community living arrangements may be adjacent if the city authorizes that arrangement and if both facilities comprise essential components of a single program.
2. Community living arrangements shall be permitted in each city without restriction as to the number of facilities, so long as the total capacity of such community living arrangements does not exceed 25 or one percent of the city's population, whichever is greater. When the capacity of the community living arrangements in the city reaches that total, the city may prohibit additional community living arrangements from locating in the city. In any city of the 1st 2nd, 3rd or 4th class, when the capacity of community living arrangements in an aldermanic district reaches 25 or one percent of the population, whichever is greater, of the district, the city may prohibit additional community living arrangements from being located within the district. Agents of a facility may apply for an exception to the requirements of this subdivision, and such exceptions may be granted at the discretion of the city.
- 2m. A foster home that is the primary domicile of a foster parent and that is licensed under s. 48.62 or an adult family home certified under s. 50.032 (1m) (b) shall be a permitted use in all residential areas and is not subject to subds. 1. and 2. except that foster homes operated by corporations, child welfare agencies, churches, associations, or public agencies shall be subject to subds. 1. and 2.
- 2r.
 - a. No adult family home described in s. 50.01 (1) (b) may be established within 2,500 feet, or any lesser distance established by an ordinance of the city, of any other adult family home described in s. 50.01 (1) (b) or any community living arrangement. An agent of an adult family home described in s. 50.01 (1) (b) may apply for an exception to this requirement, and the exception may be granted at the discretion of the city.
 - b. An adult family home described in s. 50.01 (1) (b) that meets the criteria specified in subd. 2r. a. and that is licensed under s. 50.033 (1m) (b) is permitted in the city without restriction as to the number of adult family homes and may locate in any residential zone, without being required to obtain special zoning permission except as provided in subd. 9.
3. In all cases where the community living arrangement has capacity for 8 or fewer persons being served by the program, meets the criteria listed in subds. 1. and 2., and is licensed, operated, or permitted under the authority of the department of health services or the department of children and families, that facility is entitled to locate in any residential zone, without being required to obtain special zoning permission except as provided in subd. 9.
4. In all cases where the community living arrangement has capacity for 9 to 15 persons being served by the program, meets the criteria listed in subds. 1. and 2., and is licensed, operated, or permitted under the authority of the department of health services or the department of children and families, that facility is entitled to locate in any residential area except areas zoned exclusively for single-family or 2-family residences except as provided in subd. 9., but is entitled to apply for special zoning permission to locate in those areas. The city may grant such special zoning permission at its discretion and shall make a procedure available to enable such facilities to request such permission.
5. In all cases where the community living arrangement has capacity for serving 16 or more persons, meets the criteria listed in subds. 1. and 2., and is licensed, operated, or permitted under the authority of the department of health services or the department of children and families, that facility is entitled to apply for special zoning permission to locate in areas zoned for residential use. The city may grant such special zoning permission at its discretion and shall make a procedure available to enable such facilities to request such permission.
6. The department of health services shall designate a single subunit within that department to maintain appropriate records indicating the location and number of persons served by each community living arrangement for adults, and such information shall be available to the public. The department of children and families shall designate a single subunit within that department to maintain appropriate records indicating the location and number of persons served by each community living arrangement for children, and such information shall be available to the public.
7. In this paragraph, "special zoning permission" includes but is not limited to the following: special exception, special permit, conditional use, zoning variance, conditional permit and words of similar intent.
8. The attorney general shall take all necessary action, upon the request of the department of health services or the department of children and families, to enforce compliance with this paragraph.

9. Not less than 11 months nor more than 13 months after the first licensure of an adult family home under s. 50.033 or of a community living arrangement and every year thereafter, the common council of a city in which a licensed adult family home or a community living arrangement is located may make a determination as to the effect of the adult family home or community living arrangement on the health, safety or welfare of the residents of the city. The determination shall be made according to the procedures provided under subd. 10. If the common council determine that the existence in the city of a licensed adult family home or a community living arrangement poses a threat to the health, safety or welfare of the residents of the city, the common council may order the adult family home or community living arrangement to cease operation unless special zoning permission is obtained. The order is subject to judicial review under s. 68.13, except that a free copy of the transcript may not be provided to the adult family home or community living arrangement. The adult family home or community living arrangement must cease operation within 90 days after the date of the order, or the date of final judicial review of the order, or the date of the denial of special zoning permission, whichever is later.
- 9m. The fact that an individual with acquired immunodeficiency syndrome or a positive HIV test, as defined in s. 252.01 (2m), resides in a community living arrangement with a capacity for 8 or fewer persons may not be used under subd. 9. to assert or prove that the existence of the community living arrangement in the city poses a threat to the health, safety or welfare of the residents of the city.
10. A determination made under subd. 9. shall be made after a hearing before the common council. The city shall provide at least 30 days' notice to the licensed adult family home or the community living arrangement that such a hearing will be held. At the hearing, the licensed adult family home or the community living arrangement may be represented by counsel and may present evidence and call and examine witnesses and cross-examine other witnesses called. The common council may call witnesses and may issue subpoenas. All witnesses shall be sworn by the common council. The common council shall take notes of the testimony and shall mark and preserve all exhibits. The common council may, and upon request of the licensed adult family home or the community living arrangement shall, cause the proceedings to be taken by a stenographer or by a recording device, the expense thereof to be paid by the city. Within 20 days after the hearing, the common council shall mail or deliver to the licensed adult family home or the community living arrangement its written determination stating the reasons therefor. The determination shall be a final determination.

Part of Brown County WI

LEGEND / KEY

-  Parcel Boundary
-  Condominium
-  Gap or Overlap
-  "hooks" indicate parcel ownership crosses a line
-  Parcel line
-  Right of Way line
-  Meander line
-  Lines between deeds or lots
-  Historic Parcel Line
-  Vacated Right of Way

A complete map legend (map key) is available at:
tinyurl.com/BrownDogLegend

Map printed
 5/6/2022



1:3,600

1 inch = 300 feet*
 1 inch = 0.0568 miles*

*original page size is 8.5" x 11"
 *Appropriate format depends on zoom level

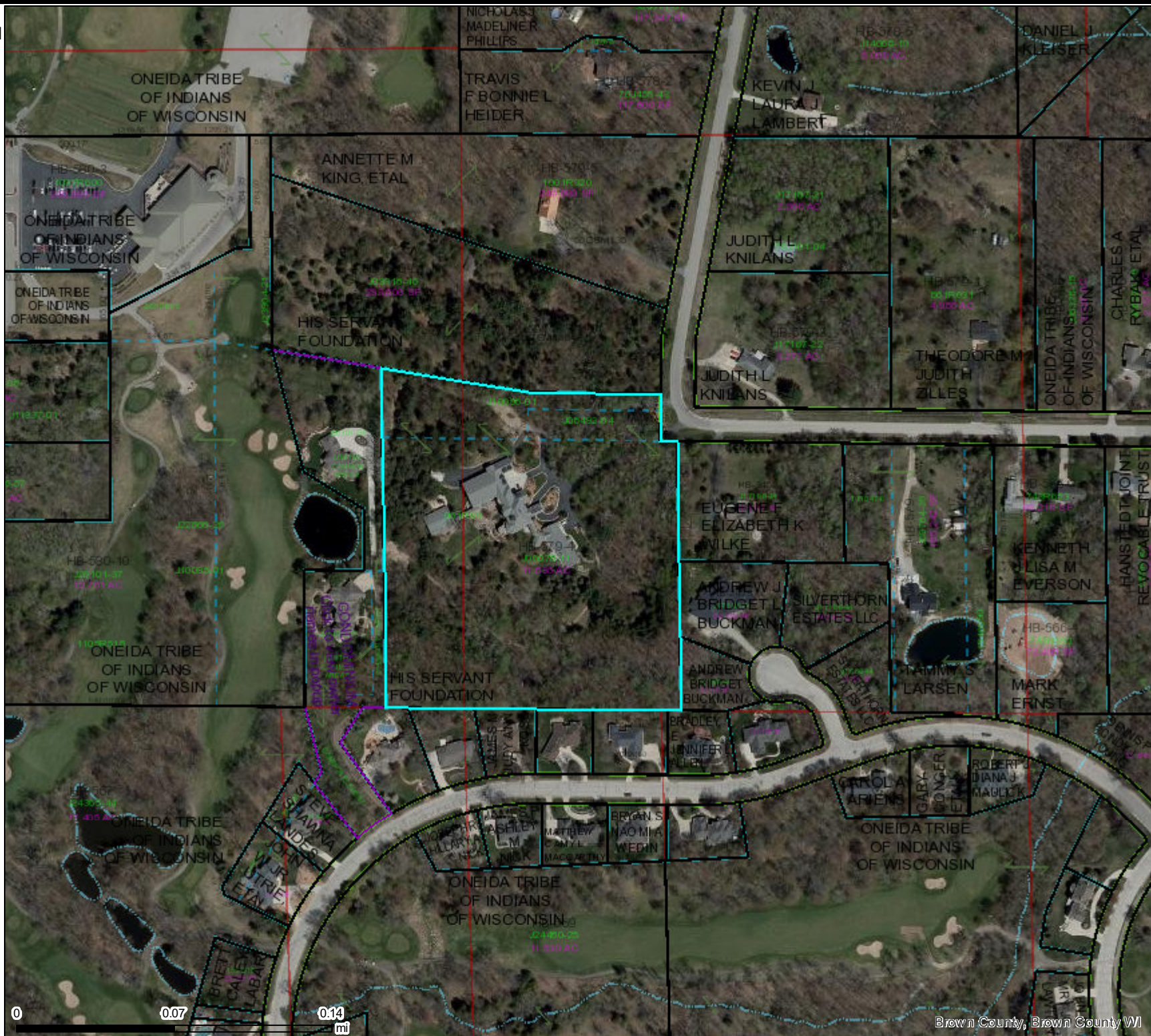
This is a custom web map created by an online user of the GIS map services provided by the

**Brown County Wisconsin
 Planning & Land Services
 Department**













(920) 448-6480

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C

Briefly explain how the proposed **conditional use development plan** will not have a negative effect on the issues below.

1. **Health, safety and general welfare of occupants of surrounding lands.**

2. **Residential and commercial circulation and safety.**

3. **Noise, air quality, other forms of environmental pollution.**

4. **The demand for and availability of utilities and facilities.**

5. **Character and future development of the area.**



Adult & Teen Challenge
Northeastern Wisconsin

4/28/22

Todd Gerbers, Director
of Planning and Code Compliance
Village of Hobart
Hobart, WI 54155

Dear Mr. Gerbers,

Our Organization's Background

Adult & Teen Challenge is a one-year faith-based residential recovery program that serves individuals who struggle with substance abuse to drugs and alcohol both nationally and internationally. Our organization has been around for the past 60 years, helping combat the ever-growing substance abuse epidemic in our country. Each year we serve and assist thousands of teens, men, and women in over 200 residential recovery centers. Collectively our organization has built strong relationships and endorsements with members of the community, neighborhood associations, and local and state government entities to achieve outstanding results in the lives of our participants. In addition, our programs have maintained an effective success rate of 70% for individuals who complete our one-year program and gained long-term success from substance abuse to drugs and alcohol.

Northeast Wisconsin Drug & Alcohol Crisis

As you are aware, Adult & Teen Challenge Northeastern Wisconsin is launching its men's recovery program in the Green Bay area to help combat the horrifying substance abuse crisis. Hobart, Green Bay, and the surrounding communities in Northeast Wisconsin have had an enormous number of deaths due to substance abuse. Over the past seven years thru 2020, the Wisconsin Department of Health Services has recorded over 1,100 deaths from drug overdoses and over 3,200 deaths from alcohol abuse in Northeast Wisconsin alone. The 2021 addictions statistics due to come out in July of this year are expected to have worsened due to the opioid crisis and the COVID pandemic, which has led more and more people to turn to alcohol and other chemical abuse resulting from fear, anxiety, and isolation. As a result, the need for more chemical dependency services is greater than ever.

The proposed Hobart Conditional Use Permit is to reuse 1071 Hill Dr. as our residential recovery center for persons dealing with chemical dependency to help reduce the abuse of drugs and alcohol within the community.



Adult & Teen Challenge
Northeastern Wisconsin

Questions and Answers

Proposed Adult and Teen Challenge Northeastern Wisconsin Facility

1071 Hill Dr. Property in Hobart

Narrative of Proposed Conditional Use/Development Plan

Property's Unique Structural Layout for Operating our Residential Program

1. The property provides a sizeable number of 18 acres. The lot size is approximately 11 acres. The other approx. 7 acres surrounding the parcel provide space to operate our residential program with a level of privacy and discretion for our residents and no disruption to neighboring properties.
2. The house provides 14-bedrooms between the main house and the guesthouse adjacent. The number of bedrooms and each bedroom offers adequate space to help provide our recovery services to a reasonable number of people in the community. We project the use of this specific property would allow us to serve a capacity range of 35-45 clients. The property also provides adequate additional rooms for classrooms, offices, and common area space for our residents.
 - a. It's important to mention, pending zoning approval, we intend to start our program in the range of 15-20 clients for at least the first year of operations.
3. In addition, the property also provides an attached full-court gymnasium that we intend to use for our program chapel services, classes, and other curricular programming. The gymnasium would also offer our residents recreational activities and exercise.
4. Signage – We would request approval to install signage with our organization's name and logo at driveway front entrance to identify our residential program to visitors and new intakes.
5. Parking – Currently, the property provides adequate parking for staffing and visitors to operate our program.
 - i. I want to note although the property's current parking area does provide adequate space for operating our program in its early stages of 15-20 residents. However, scaling the program over the next few years to our expected capacity of 35-45 residents may increase our need to add more parking on the property for staffing and residents' family visitations.



Adult & Teen Challenge
Northeastern Wisconsin

- ii. Our clients receive 3-hour family visitations twice a week. These visitations would take place on the property, and all visitors will be mandated to park on the property.
6. We don't plan to use the swimming pool and hot tub on the property to operate our program. Tentatively we plan to reconstruct the inside building where the pool and hot tub are located and install more programming office space.

Program Operations

1. We provide intensive care that meets our clients' behavioral, emotional, relational, and spiritual needs.
2. Our program staff will be on-site 24-hours per day. Clients will be held to established rules and expectations and will not be allowed off-grounds unsupervised.
3. Most programming activities will take place indoors or outdoors in areas removed from neighboring properties
4. Essential Staffing:
 - Executive Director– Oversees total operations, budget, and funding.
 - Program Director – Supervises day-to-day operations and enforces client policies and rules.
 - Recovery Coaches – Provide daily direct supervision for our clients on a 24-hour basis.
 - Admission Staff – Vet's resident's applications, perform interviews, schedule new intakes.
 - Executive Assistant – Oversees human resources, payroll, donor relations, and staff policies.
 - Chaplain Staff – Deliver classroom curriculum and perform one-on-one sessions.
 - Maintenance Staff – Oversees program vehicles, security, grounds, and facility upkeep.
 - Food Service – Prepares daily meals and manages food orders and delivery.
5. Our Program Application Process and Expectations:
 - a. Applicant Criteria- We have a screening process for all applicants. We do not admit residents with histories of behavioral violence or any offenders (e.g., "violent," "predatory," serious "felons," or "sexual offenders").
 - b. Security and Oversight- Our program and clients is monitored with cameras, multiple roll calls per day, a structured daily program schedule, and staff supervision. Therefore, residents cannot freely come and go as they please without staff supervision or approval.
 - c. Discharging Clients- The people we serve are voluntary clients. They can decide to no longer participate in the residential program whenever they want. However, we have a process in which we discharge clients from our facility. Our staff will transport them off-site or have the client arrange transportation for pick-up.
 - d. Personal Vehicles – Our clients are not allowed to have personal vehicles while in our care. We have our staff use our designated program vehicles to provide transportation for all our resident's medical/dental and other outside essential appointments.



Adult & Teen Challenge
Northeastern Wisconsin

Site Plan and Building Elevations

We plan to stay within the current capacity of the existing property lines. Therefore, there will be no expansion of building footprint, as we intend to use all existing site plans and building elevations of the property. As a result, the property's square footage also meets our programming and residential needs.

Over its many years of operation, the Adult & Teen Challenge organization has developed a good reputation and rapport as good neighbors and a positive influence on the community in which we operate programs. Communities have become great supporters of our organization by seeing our positive impact and having positive experiences with our staff and residents. Before relocating to Wisconsin and accepting the Executive Director role to plant Adult & Teen Challenge Northeast Wisconsin (ATCNEW), I had the privilege of managing one our neighboring Adult Teen Challenge programs in Minnesota for several years. As a result, I have attached letters of support with our application from law enforcement agencies and others that operate in proximity of one of the Twelve (men, women, & teen) Adult & Teen Challenge residential centers across the state of Minnesota.

If granted the opportunity to plant ATCNEW in Hobart, I plan to have our organization's staff and residents emulate that same example by becoming a positive influence in the community.

Sincerely,

Vaushawn Johnson
Executive Director

OUR 4 PILLARS OF SUCCESS



One Year Program:

The 12-month faith-based recovery program allows clients to get to the root of their addiction issues through individualized counseling and curriculum to help develop their character, coping skills, and goal setting. In addition, we tailor a recovery plan for each client that is specific to their needs.



Work Therapy:

Work therapy allows our clients to practice what they learn in our program about being productive and contributing citizens in their community. Our give-back program requires each of our clients to serve 10-20 hours a week in some form of community service to foster work ethic and humble character.



Education & Job Readiness:

During the One Year Program, clients are provided the opportunity and are strongly encouraged to obtain their high school diploma or equivalent. We also offer financial education to assist our clients with essential knowledge for creating a budget and savings plan. In addition, we assist clients with resume building and mock interviews in helping them obtain employment.



Aftercare:

The Aftercare Program ensures that each client has a new and healthy community through mentors, home church, sober housing, employment, or ongoing education. As a result, our clients have a successful foundation essential to their overall success and lifelong sobriety.

Operating Costs

ATCNEW Mens Program: (Our clientele receive services at NO CHARGE)

Monthly cost per client is:
\$3,500 x 12 months = \$42,000/year

\$42,000 x 14 clients = \$600,000 Annual Budget

Funding Sources: Our faith-based program is primarily funded by charitable donations.



Conventional 30-90 day Inpatient Treatment Programs:

Monthly cost per client is:
\$7,000 - \$15,000 per month x 12 months =
\$84,000 - \$180,000/year/patient

Funding Sources: State Medicaid (BadgerCare), Medicare & Private Insurance

Adult & Teen Challenge History

- Founded by David Wilkerson in 1959
- First residential home established in 1960 in Brooklyn, NY
- Today, over 200 residential centers in the United States
- Over 1,000 centers worldwide in 125 different nations

ATCNEW Mens Program

- 12-Month Program
- Client age range from 18-74 years
- Classes/Groups
- Pastoral Counseling
- Spiritual Growth
- Emotional Growth
- Relapse Prevention Skills

Our Mission

Our mission is to help individuals attain freedom from chemical addictions and other life-controlling problems by addressing their spiritual, physical, and emotional needs.

LIVES TRANSFORMED | FAMILIES RESTORED | COMMUNITIES STRENGTHENED

WE CAN MAKE AN IMPACT

NORTHEAST WISCONSIN DEATH STATISTICS THROUGH 2020

DEATHS OVER THE
PAST 7 YRS.

DUE TO **ALCOHOL**: **3,200**



DEATHS OVER THE
PAST 7 YRS.

DUE TO **COCAINE**: **136**



DEATHS OVER THE
PAST 7 YRS.

DUE TO **OPIOID**: **765**



DEATHS OVER THE
PAST 7 YRS.

DUE TO **METH**: **212**



Our targeted reach area for Northeastern, WI (By County): Marinette, Oconto, Menominee, Shawano, Door, Kewaunee, Brown, Outagamie, Waupaca, Shawano, Winnebago, Calumet, Manitowoc, Fond du Lac, Sheboygan

ATC RESULTS

A recent study conducted by the Center for Compassion at Evangel University in 2019 on Adult & Teen Challenge addiction recovery centers confirms astonishing results.

Graduates of the One-year ATC Program:

78%

SOBRIETY

Remain sober and
substance-free 8-20 months
post-graduation

91%

RELATIONSHIPS

Reported that their
relationships with family
members have improved

92%

REDUCED RECIDIVISM

Reported no new legal
problems post-graduation



Adult & Teen Challenge

Northeastern Wisconsin

Freedom from addiction starts [here](#).

TO DONATE: 1460 Shawano Ave., Green Bay, WI 54303

EMAIL: info@atcnew.com

PHONE: 920-930-2444

LEARN MORE: www.atcnew.com

FREEDOM FROM **ADDICTION** STARTS HERE



Adult & Teen Challenge
Northeastern Wisconsin



THE WAY

Most people living with addiction do not know how to escape the chaos on their own.

The Mission of Adult & Teen Challenge of Northeastern Wisconsin is to provide support for individuals seeking to gain freedom from chemical addictions and other life-controlling problems by addressing their **spiritual, physical and emotional needs.**

In Brown County*
18-24 YR. OLDS
RANKED #1 IN THE NATION
FOR BINGE DRINKING

*Wisconsin Dept. of Health Services

IN WISCONSIN*
EVERY AGE GROUP
BINGE DRINKS MORE THAN
THE U.S. MEDIAN AVERAGE

*Wisconsin Dept. of Health Services



THE HOW THE SOLUTION

We offer a long-term, faith-based recovery program for those struggling with drug and alcohol addiction. This program is specifically designed to help individuals find healing and freedom from chemical dependencies. The damaging effects of addiction extend far beyond the damage to oneself to co-workers, friends, family and even to the community as a whole.

Our proven approach to helping people overcome their life-controlling issues includes a focus on healing the heart and providing the tools needed to end destructive patterns and establish healthy ones by using a holistic, bible-based curriculum along with pastoral counseling.

This residential recovery program is for men 18+ who struggle with life-controlling chemical dependency issues. Our one-year program is designed for those needing time and space to find freedom and healing to reclaim their lives and families.

Our experienced, compassionate staff and supportive living community will provide the time, tools and support needed to create a new and brighter path for your life.

Our goal is life transformation and total restoration.

ILLEGAL USE*
of Opioids, Heroin & Pain Meds Is
RISING

*Wisconsin Dept.
of Health
Services



THE PROGRAM



The program is divided into 4 levels and takes 12 months to complete. Each level is designed to build on the foundation of the previous level. Clients work to overcome self-destructive patterns associated with their substance use.

BUILDING A SOLID FOUNDATION

- 1 Accept-** Recognition of destructive habits and thoughts that lead to substance abuse.
- 2 Heal-** Focus on healing the wounds of any trauma, past failures and broken relationships.
- 3 Discover-** Through character development and spiritual growth, an individual will identify personal strengths and individual goals.
- 4 Practice-** Transitioning into the future includes employment/education plans, housing, financial planning, relationship skills, support system evaluation, leadership skills and relapse prevention strategies.

Additional: Individual pastoral counseling, marriage and family sessions. Also, tailored assignments or 'contracts' with individuals to meet specific needs.

We are a completely tobacco-free organization. We know that's difficult for some people, but we want what's best for clients, staff and volunteers.



78% Stay Drug & Alcohol ^{*}
FREE
 of Our Program
 Graduates

*2019 research and study conducted by Evangel University

COMMUNITY LIVING

Our goal is to create a living environment that is safe, supportive, therapeutic and peaceful.

CHOIR PARTICIPATION

A client will be a member of the **atcnew** choir and will travel to different churches on Sunday mornings. It is a great way to praise and worship as a community plus an outreach to church partners and hurting individuals. (Our shared stories encourage hurting individuals to seek help.) Financial offerings help support our clients.

SPIRITUAL GROWTH

Regular church services, weekly chapels, participation in bible study groups and other support and recovery groups all help in the growth process.

RECREATION

Physical activity provides a range of benefits from improving fitness, building comradery, reducing symptoms of anxiety and depression; it's also linked to higher brain function.

MENTORING

Approved volunteer/mentors come alongside our clients to help foster spiritual growth and continued sobriety. The program is voluntary and is open to all clients in the long-term program.



COST & SERVICES



We are primarily funded from local churches, businesses, foundations, grants and individuals.

Because of this, we help clients who do not have the financial resources for traditional treatment. Cost is not a barrier to helping those who are ready to change their lives.

Through amazing partnerships with our local healthcare entities, we are able to outsource all of our clients' medical and mental health needs. Supervision is provided by our program staff 24-hours a day to allow a safe and structured environment for our clients.

In our 4-level residential recovery program, we meet each client where they're at, and we encourage them to take ownership of their life by demonstrating positive spiritual, mental and emotional growth. We work with them through the different levels, each with its own therapeutic focus, life skills and behavioral milestones. Throughout our program, we stress the importance of spiritual development, connection to faith-based activities, character assessment and creating a community of positive support and reinforcement.

"For I know the plans I have for you," declares the Lord, "plans to prosper you and not to harm you, plans to give you hope and a future."

JEREMIAH 29:11 NIV



OUR DIRECTOR

Vaushawn Johnson

Vaushawn's early years were riddled with chaos as he watched his mother and stepfather's desperate struggle with cocaine addiction. Growing up in the inner city of Minneapolis, Vaushawn was heavily influenced by his parents' addictive lifestyle, poverty, drug dealers and gang activity, and he went down the destructive path of becoming a drug abuser and dealer himself. After multiple run-ins with law enforcement, Vaushawn was apprehended and incarcerated in 2008 on 1st degree controlled substance charges. In county jail, Vaushawn heard the gospel of Jesus Christ, which led to his salvation and a new way of life.

Though he was facing significant prison time for his crimes, the judge instead granted him the opportunity to enter the Minnesota Adult & Teen Challenge one-year recovery program. Vaushawn knew that this was exactly the chance he needed to turn his life around and grow in his faith. He completed the program in 2009 with a deep need to help others like himself break free from addiction. He entered a two-year training center at Adult & Teen Challenge Ministry Institute to pursue a ministry career. After completing the training, Vaushawn became an ordained minister and has dedicated the last decade of his life to helping hundreds of men find freedom from addiction and discover God's purpose for their lives.



Vaushawn served seven years as the Program Manager at the Minneapolis Adult & Teen Challenge and over two years in prison ministry as the Program Director for Prison Fellowship at Lino Lakes Correctional Facility in Minnesota.

In Fall of 2020, Vaushawn accepted the role of Executive Director to plant a men's Adult & Teen Challenge in Northeastern Wisconsin. Vaushawn, his wife Christi and their four children are excited to be part of the local community serving people struggling with addiction. They desire to bring healing and restoration to broken individuals and their families through the freedom found in Jesus Christ.



200+
U.S. A&TC
Centers

1,400+
A&TC Centers
Worldwide

***“Hope lives here, Freedom is found here...
and changed lives leave here.”***

**David Wilkerson,
Founder of Adult & Teen Challenge**



OUR HISTORY

- David Wilkerson hit the streets of New York in 1958 to help.
- The first recovery center for adolescent boys was opened in December of 1960.
- The program became so successful it expanded its services to adult men & women, as well as women with children.
- There are over 200 centers in the United States.
- There are over 1,400 centers worldwide in 125 different nations.



Adult & Teen Challenge
Northeastern Wisconsin

LEARN MORE: www.atcnew.com

TO DONATE: **1460 Shawno Ave., | Green Bay, WI 54303 | 920-930-2444 | info@atcnew.com**

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375 W. St. Joseph Green Bay, WI 54301

Phone: 920-432-1007 Toll Free: 1-800-472-3348
 Website: www.olej.com Email: olej@olej.com
 Fax: 920-436-7771



Mark D. Olejniczak
 Realty, Inc.



T. Wucherer	1071 Hill Drive	2 1/2 Story	Village of Hobart / Oneida	14	15 Full 7 Half	\$3,999,000				
Lister	Address Main House	Style	Area Brown County	Bedrooms	Bath					
			ROOMS	1 st LEVEL	2 nd LEVEL	3 rd LEVEL				
**Total Grd. Sq. Ft.	13,405 Sq Ft*	Window Treatmt	Y	Entry/Landing	7'1 x 14'9	Tile	11'3 x 8'4		13'6 x 5	C
**Above Grd. Sq. Ft.	9,022 Sq Ft	Fireplace—WB	Y	Foyer	15 x 12	Tile	62'8 x 26'11	Teak		
**Below Grd. Sq. Ft.	4,383 Sq Ft	Range	Y	Living/Great Rm	30'8 x 20'8	C/MT	Mezzanine ↑			
*Lot Size/Acres	11.836 Acres**	Dishwasher	Y	Dining Room	30 x 15'7	MT	14'8 x 18'2	Lam		
Exterior	Stone / Hardboard	Refrigerator	Y	Kitchen	26 x 23	MT	Art Room↑			
Year Built	2008	Microwave	Y	Dinette	21 x 34'2	MT				
Basement-Type	Poured / Concrete	Disposal	Y	Sitting Rm (M)			16'1x19'6	C		
Taxes	'21 - \$34,500.56**	Public Water	Y	Baths	3 Half	MT	4 Full	Tile	Full	Tile
Roof	Asphalt Shingles	Well	Y	Master Bath			20'2 x 15'5	Tile		
Heat-Type	Geothermal GFA	Septic	Y	Bedroom (M)			16'9 x 18'5	C		
Water Heater	Tankless	Sewer	Y	Bedroom			17'8 x 16'1	C	15'3x21'1	C
Garage	6 Stall Attached	Holding Tank	N	Bedroom			19'9 x 13'3	C		
Utilities	WPS	Mound	N	Bedroom			28'9 x 23'2	C		
School-Public	Pulaski	Natural Gas	Y	Bedroom			12'10 x 19'8	C	26'6 x 14	Wood
Seller/Occupant	Seller	Central Air	Y	Office	28'2 x 15'5	Wood	9 x 9	C	Secret Rm ↑	
Lockbox <input checked="" type="checkbox"/>	No lockbox	G. Door Opener	Y	Library			27 x 18	Teak		
MLS Number	50227415			Laundry	20'1 x 11'11	Trav				

Parcel No: HB-579-4 & HB-580-6

*Total Sq Ft Main House 13,405 with indoor pool & gym. & Guest house 5,397 for Total Sq Ft 18,802.

*HB-579-4 is 11.836 Acres

*HB-580-6 is 6.740 Acres

*Total Acreage is 18.576 Acres

** Plus Special charges of: \$33,646.98 + \$423 (\$360 Garbage/Recycling, \$63.00 Storm Water Management) & Extra parcel HB-580-6 Taxes \$853.58 + \$31.50 Strm Wtr Mgmt

Directions: Hwy 29 Exit to Hillcrest Drive to Hill Drive to Home

REMARKS: Welcome home to this rare, one of a kind preserve of over 18 acres, nestled in prime Hobart/Oneida real estate (adjacent to a golf course). THE HOUSE AND GUEST HOUSE HAVE A TOTAL OF 14 BEDROOMS AND 22 BATHS (15 FULL/7 HALF). Total sq ft is 18,802 and total acreage is 18.576 of whole property. This stunning and magnificent property boasts a tastefully decorated home offering breathtaking views of the sprawling Lannon stone landscape, complete with walkways, waterfalls and beautiful foliage. A lot of love and thought was put into this home, guest home and all the amenities, making this property incredibly warm, welcoming and magnificent all at once. This home offers everything from entertainment, comfort, privacy, and relaxation while exhibiting understated prestige. The main home welcomes you under a portico driveway with an astounding entryway of solid wood arched doorways with carved accents, while embracing you with the feeling of home with an impressive juxtaposition of opulence and comfort. The welcoming foyer and staircase are accompanied by an elevator. Not a detail is missed with impressive marble tile, Palladian windows, formal dining room, chefs' kitchen, two story cut stone indoor/outdoor fireplace in the great room, office with secure entrance to master suite, dinette, 3 half baths, laundry and mud room round out the first floor.

Please See Reserve Side for Additional Information

* Lot size/dimensions were obtained from public records and may not be accurate. Information herein is not warranted and is subject to change without notice. We assume no liability for errors.



** Above grade square footage of living area is based on outside dimensions. Below grade, or partially below-grade square footage of living area is the improved area only. Square footage of living area may not be accurate and is provided for comparison purposes only.

1071 Hill Drive—Page 2

Three 2-stall garages provide parking and storage and other extras. Up the wrought iron staircase, you'll discover another living room/game-entertainment area with teak flooring with windows overlooking the gym, a library, children's art room, a 2-bedroom suite with a Jack and Jill bathroom and 2 more bedrooms with full baths. A staircase connects the second floor to a covered walkway to the pool and outdoor playground area. The master suite is spacious and has a sitting room with a fireplace, his and her closets, luxurious bathroom amenities, and a concrete balcony with hot tub overlooking the landscape. On the third floor you will find the 6th bedroom, full bath and a secret room. On the lower level of the main house, continue entertaining with a workout room, kids' play room, a trophy room, theater, another full kitchen and dining room and the 7th bedroom as well as 2 half and another full bathroom. The guest house can be used as 3 separate suites and separated or opened up to the main house. The guest house doesn't miss a beat with continued beauty and attention to detail. Each suite has a complete kitchen, living room and 2-bedroom suites (one suite has an additional 3rd bedroom). There are 2 laundry rooms and 2 stall attached garage. The guest house also has a complete kennel for the furry friends. The property offers an additional detached garage with 2 plus stalls, a magnificent outdoor chefs' kitchen and dining area and bar, firepit and playground. You'll be awed by all the features and thoughtful details. Don't miss the opportunity to own the Green Bay area's most distinguished property!

Main House Lower Level		
Exercise Room	27'10 x 16'8	Rubber
Baths	2 Half / 1 Full	Tile / Stone
Play Room	19'1 x 16'7	LV
Game (Trophy) Room	24'4 x 21'5	C
Theatre Room	24'2 x 20'4	C
Kitchen	9'6 x 14'2	MT
Bedroom	15'2 x 23'6	C
Utility Room		

Garage 1	29'7 x 26'7	
Garage 2	27'4 x 36'7	
Garage 3	34'7 x 24'8	
Detached Garage	24 x 24	
Gym	65 x 56	
Gym Kitchen	21'1 x 12'10	Tile
Gym Dining Room	10'4 x 14'3	Tile
Gym Baths	2 Half	
Pool Baths	2 Full	Tile

T. Wucherer	1071 Hill Drive	Ranch	Village of Hobart / Oneida	7	6 Full	\$3,499,900				
Lister	Address Guest House	Style	Area Brown County	Bedrooms	Bath					
**Total Grd. Sq. Ft.	5,397 Sq Ft	Window Treatmt	Y	ROOMS	SUITE 1	SUITE 2	SUITE 3			
**Above Grd. Sq. Ft.	2,606 Sq Ft	Fireplace—WB	Y							
**Below Grd. Sq. Ft.	2,791 Sq Ft	Range	Y	Foyer						
*Lot Size/Acres	See Main House	Dishwasher	Y	Living/Great Rm	23'4 x 13'6	C	13'3 x 14'4	C	16'11 x	C
Exterior	Stone / Hardboard	Refrigerator	Y	Dining Room						
Year Built	1983	Microwave	Y	Kitchen	18'6 x 16'2	MT	10'6 x 15'5	MT	14'5 x 13	Tile
Basement-Type	Poured / Finished	Disposal	Y	Dinette						
Taxes	See Main House	Public Water	Y	Family Room						
Roof	Asphalt Shingle	Well	Y	Bath	5'5 x 7'10	MT	10'11 x 5'8	MT	12'2 x 5'7	Tile
Heat-Type	Geothermal GFA	Septic	Y	Bath	7 x 6	MT	8'6 x 5'1	MT	8'6 x 7'3	Tile
Water Heater	Tankless	Sewer	Y	Bedroom	13'11 x 14'5	C	14'1 x 11'7	C	16'2 x 12'1	C
Garage	2 Stall Attached	Holding Tank	N	Bedroom	18'4 x 13'9	C	14 x 14'4	C	20 x 14'7	C
Occupancy	TBD	Mound	N	Bedroom					14'1 x 20	C
Utilities	WPS	Natural Gas	Y	Bedroom						
School-Public	Pulaski	Central Air	Y	Other						
Seller/Occupant	Seller	G. Door Opener	Y	Recreation						
Lockbox <input checked="" type="checkbox"/>	No Lockbox			Laundry			In Closet			

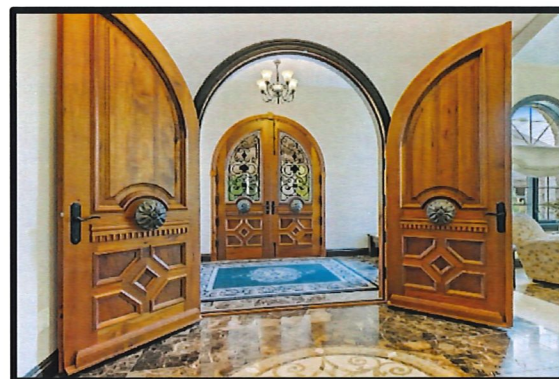
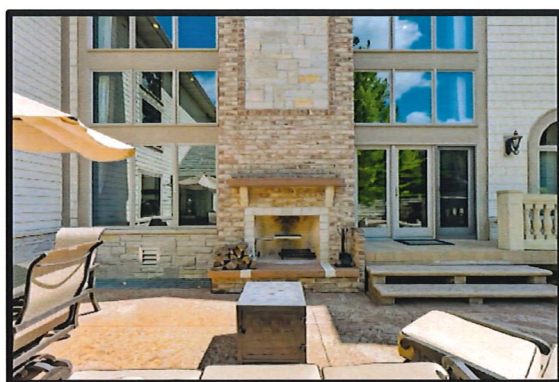
Main House—First Floor**House Entry Way**

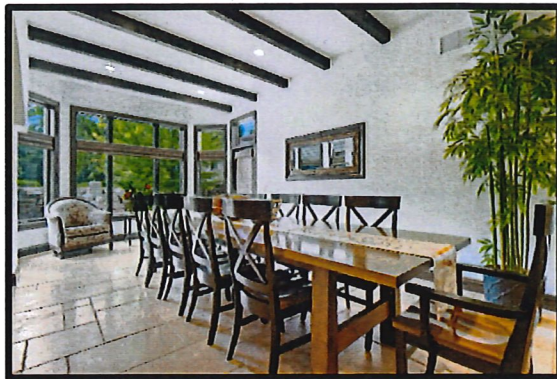
- 7.1 x 14.9
- 2 solid wood arched double door sets
- Chandelier
- Tile entry

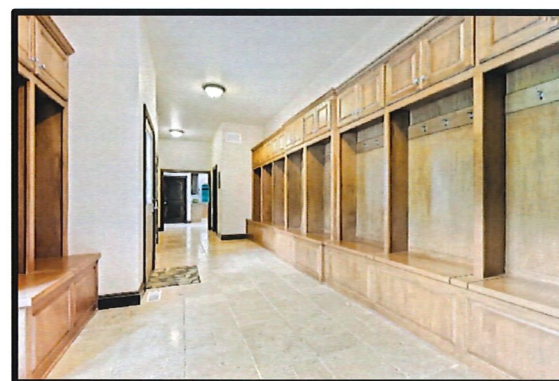
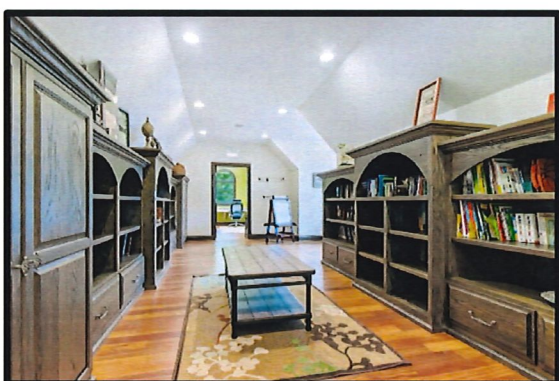
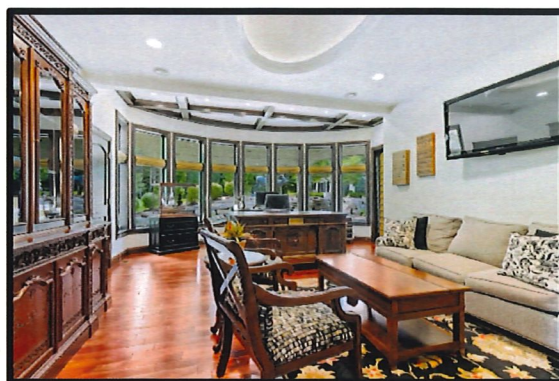
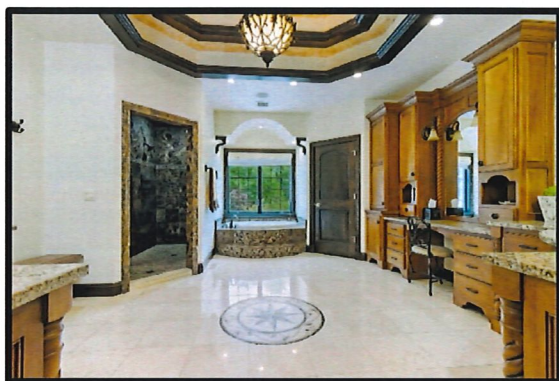
Foyer

- 15 x 12
- Winding stairway with wrought iron balusters
- Oak newel
- Carpet runner
- Chandelier & Sconce lights
- Alcove area with recessed lighting and pendants
- Double closet
- Elevator

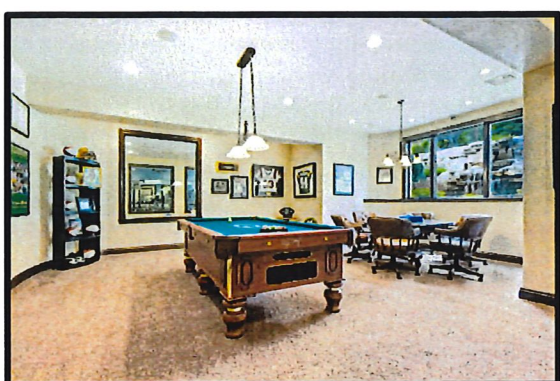
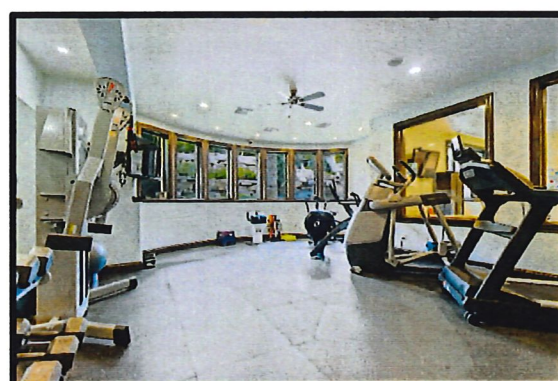
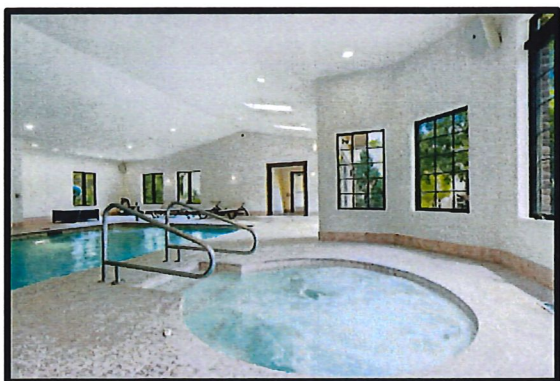
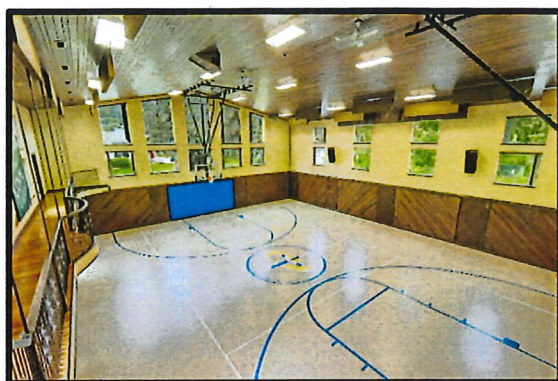
1071 Hill Drive—Page 11







1071 Hill Drive—Page 14



1071 Hill Drive—Page 3**Dining Room**

- 30 x 15.7
- Marble tile
- Recessed lighting
- Chandelier
- 3 double casement windows
- 1 Palladian (arched) window

Main Office

- 28.2 x 15.5
- Acacia wood floor
- Tray ceiling
- Recessed lighting
- Double door to outside
- 8 windows in semi-circle arrangement
- Private
- Secure exit to master suite
- Storage closet with pocket door

Half Bath (In Office)

- 8 x 8
- Marble tile
- Granite counter
- Urinal
- Window
- Fan light
- 2-globe light

Laundry

- 20.1 x 11.11
- Travertine
- 2 pedestals each with washer and dryer hook ups (w/d negotiable)
- Laundry sink
- Built-in cabinets
- Laundry basket shelves
- Palladian window
- Double closet
- Large laundry chute from second floor

Half Bath

- 7.5 x 8.1
- Stone tile with oak accent
- Tile vanity with vessel sink
- Recessed lighting
- 3 mirrors
- Window with Palladian arch

Kitchen

- 26 x 23
- Granite counters
- Travertine
- Curved island with table height and bar height counters
- Viking gas 6-burner (grill and griddle range, double oven, Viking exhaust)
- Sub-Zero double refrigerator
- Drawer microwave
- Reverse osmosis to kitchen sink and ice maker
- SS 3 compartment sink with disposal
- 2 dishwashers
- Dark and light maple and painted cabinets
- Pendant lights
- Painter butcher block island with pendant lights
- Tiled backsplash and range area
- Open soffit
- Book shelves
- Archways to adjoining rooms

Dining Area

- 21 x 34.2
- Built-in cabinets and dish storage
- Hutch cabinets
- Door to patio
- Wet bar
- Wooden beams

Small Office

- 9.1 x 7.7
- Acacia floor
- Window seat
- Window into great room
- Double French doors
- Built-in cabinets
- Wooden beams
- Recessed lighting
- Palladian window

Great Room

- 30.8 x 20.8
- Carpet with marble tile
- Stone lined arch between dining and great rooms
- Double patio door
- Glass walls to outdoor
- 2-story floor to ceiling cut stone with gas fireplace
- Floor to ceiling draperies
- Vaulted ceiling with double tray
- Chandelier
- Oak built-ins with glass shelves and electrical outlets
- Balcony with wrought iron railing

1071 Hill Drive—Page 4**Mud Room**

- 35'9 x 11'6
- Travertine
- 10 built-in maple lockers
- Ceiling lights
- Double closet

Half Bath

- 8'3 x 3'4
- Tile floor
- Granite counter
- 2 globe light
- Pocket door

Main House—Second Floor**Landing**

- 11'3 x 8'4
- Master bedroom entry area
- Elevator door

Computer Area/Office

- 9 x 9
- Built-in cabinets

Bedroom 1

- 17'8 x 16'1
- Carpet
- 4 windows
- Recessed lighting
- Ceiling fan

Bedroom 1 Walk-in Closet

- 11'7 x 6'1
- Built-in organizers
- Pocket door

Bathroom 1

- 9'8 x 10'1
- Tile floor
- Maple cabinets
- Granite counters
- Walk-in shower
- Sink
- Toilet
- Pocket door
- 3 globe light
- Linen closet

Bedroom 2

- 19.9 x 13.3
- Carpet
- Triple bay window
- Chair rail

Bedroom 2 Walk-in Closet

- 8.6 x 7.10
- Built-in organizers
- Framed opening

Bathroom 2

- 8.6 x 8.9
- Tile floor
- Granite counters
- Maple cabinets
- Tub/shower
- Sink
- Toilet
- Light fan

Bedroom 3

- 28.9 x 23.2
- Carpet
- 3 windows (1 Palladian)
- Recessed lighting
- 2 light fans
- Maple built-ins

Bedroom 3 Walk-in Closet

- 5.11 x 10
- Built-in organizers
- Pocket door

Bedroom 4

- 12.10 x 19.8
- Carpet
- 2 windows
- Light fan
- Chair rail

Bedroom 4 Walk-in Closet

- 6.10 x 5.3
- Built-in organizers

Bathroom 3-4 (Jack and Jill)

- 9 x 12.5
- Tile floor
- Double sinks with granite counters
- Each 3-globe light
- Pocket door to toilet
- Shower/tub
- Maple cabinet
- Light fan

1071 Hill Drive—Page 5**Great Room/Mezzanine (Entertainment/Game Room)**

- 62.8 x 26.11
- Teak floor
- Recessed lighting
- 4 chandeliers
- 4 sconce lights
- Stairway to gym
- Windows overlook to gym
- Access point to indoor pool, outdoor playground and second floor bedrooms with 2 French doors

Utility Closet**Bathroom**

- 5.8 x 7.0
- Tile floor
- Granite counter
- Recessed lighting
- Walk-in shower
- Maple cabinets
- Light fan

Library

- 27 x 18
- Teak floor
- Oak built-ins
- Recessed lighting
- 1 Palladian window
- 1 chandelier
- 2 sconces

Kids' Art Room

- 14.8 x 18.2
- Laminate floor
- Fluorescent lights
- 2 Palladian windows
- Painted built-ins

Master Bedroom Suite**Entryway**

- 18.5 x 12
- Marble tile
- Archways with carved accents

Master Sitting Room

- 16.1 x 19.6
- Carpet
- 8 windows in semi-circular arrangement
- Gas fireplace
- Chandelier
- Cathedral ceiling

Master Sitting Room Continued

- Recessed lighting
- Solid stone mantel and hearth
- Decorative arch with carved accents
- Door to balcony

Balcony

- 20 x 19
- Stone floor
- Hot tub
- Curved concrete rail
- Recessed under soffit lighting
- Overlooks yard

Her Walk-in Closet

- 15.3 x 8.9
- Carpet
- Wood built-ins

His Walk-in Closet

- 19.1 x 8.9
- Carpet
- Built-in shelves
- Cabinets with some glass doors
- Fluorescent lights
- Private entry to first floor office

Master Bathroom

- 20.2 x 15.5
- Tile floor with mosaic insert
- Double vanities
- Granite counters
- Maple cabinets
- Vanity dressing table
- Turned spindle end posts
- Chandelier
- Double tray ceiling
- Private toilet
- Step-up Jacuzzi tub
- Marble tile with beach stones accent
- Archway over tub
- 1 window
- Open soffit

Master Bedroom

- 16.9 x 18.5
- Carpet
- Tray ceiling
- 2 windows
- Light fan
- Recessed lighting

1071 Hill Drive—Page 6**Main House—Third Floor****Bedroom**

- 15.3 x 21.1
- Carpet
- Recessed lighting
- Light fan
- 3section bay window
- 1 window

Bathroom

- 8.2 x 5.10
- Tile floor
- Walk-in tiled shower
- Granite counter
- Sink
- Toilet
- Light fan

Walk-in Closet

- 8.5 x 8.10

Landing

- 13.6 x 5
- Carpet
- Built-in book shelves
- Elevator access

Secret Room

- 26.6 x 14
- Wood floor
- Vaulted ceiling
- Palladian window
- Light fan
- Recessed lighting
- Closet

Main House—Lower Level**Common Area**

- All marble tile floors

Workout Room

- 27.10 x 16.8
- Rubber floor
- 7 egress windows
- Recessed lighting
- 2 ceiling fans
- 2 full mirrored walls
- Windows to other rooms
- Single glass door

Half Bathroom

- 3.8 x 7.8
- Tile floor
- Granite counter
- Toilet
- Sink
- 2-globe light
- Maple cabinets

Kids' Play Room

- 19.1 x 16.7
- Laminate vinyl floor
- Egress window
- Single glass door

Game (Trophy) Room

- 24.4 x 21.5
- Carpet
- Recessed lighting
- Egress window
- 2 chandeliers
- Double French doors

Half Bathroom

- 5.9 x 5.6
- Tile floor
- Granite counter
- Black vanity
- Light fan
- Toilet
- Sink

Theatre Room

- 24.2 x 20.4
- Carpet
- 5'8 x 8'5 projection screen
- Surround sound
- Recessed lighting
- Adjacent projection room
- Access to garage #2

Kitchen

- 9.6 x 14.2
- Marble tile
- Black cabinets
- Dry bar
- Glass doors on some cabinets
- Recessed lighting
- Under cabinet lights
- Stainless Steel refrigerator and sink
- Tiled backsplash

1071 Hill Drive—Page 7**Bedroom**

- 15.2 x 23.6
- Carpet
- Egress double window
- Recessed lighting
- Light fan
- Double door walk-in closet

Bathroom

- 6.39 x 8.3
- Stone floor
- Granite counter
- Maple cabinets
- Built-in shelves
- Walk-in shower
- 3-globe light
- Light fan

Utility Room and Double Storage Closet**Ancillary Areas****Garage 1**

- 29.7 x 26.7
- 2 single stall openers
- Double drains
- Wash sink
- 4 banks of ceiling lights

Garage 2

- 27.4 x 36.7
- 2 single stall openers
- Double drains
- Drinking fountain
- 4 banks of ceiling lights
- Service door to front driveway
- Access to gym and kitchen

Garage 3

- 34.7 x 24.8
- 2 single stall openers
- Double drains
- Wash sink
- 4 banks of ceiling lights
- Service door to back

Pool/Hot Tub

- Pool (44 x 60)
- Cover on roller with access points
- Tile concrete pool liner
- Natural form of granite
- Low slip stone floor
- Tile trim
- 2 sky lights
- Recessed lighting
- 8' round hot tub with cover
- All systems house in utility area
- 16.5' patio door to deck/yard

2 Full Bathrooms in Pool Area

- 7.8 x 6.4 each
- Tile floor
- Granite counters
- Sink
- Toilet
- Walk-in shower
- Light fan

Gym

- 65 x 56
- 2-sided balcony
- Teak diagonal sides and ceiling
- 2 motorized basketball hoops
- 2 ceiling fans
- Recessed lighting
- Fluorescent lights
- 13 x 22'5 projection screen
- Acoustic treatment
- Ceiling height 28.10'

Gym Kitchen

- 21.1 x 12.10
- Tile floor
- Butcher block island
- Farm sink
- Granite counters
- Tile backsplash with arch
- Maple and painted cabinets
- Leaded glass
- Open soffit
- Viking 4-burner with griddle and hood
- Stainless Steel refrigerator and dishwasher
- Pendant lights
- Access to garage 2 and gym

Gym Dining Room

- 10.4 x 14.3
- Tile floor
- 6 windows
- Oak ledge

1071 Hill Drive—Page 8**2 Half Bathrooms in Gym Area**

- 5.4 x 9.7 and 5.4 x 7.8
- Toilet
- Sink
- Granite counter
- 3-globe lights
- One with urinal and oak ledge

Walkway to Pool

- Laminate floor
- Windows

Guest House

Can be used as 3 separate suites with separate security or opened to large group

Lower Entry/Foyer

- 5.3 x 6.3
- Tile floor
- Double closet

Laundry

- 14 x 10
- Washer and dryer hook ups (w/d negotiable)
- Exterior exit

Garage

- 33.1 x 25.1
- 2-stall with single door opener
- Service door

Utility/Storage Area**Suite 1****Bedroom 1**

- 13.11 x 14.5
- Carpet
- Recessed lighting
- Chandelier
- Double closet
- Bowed window
- Alcove

Bathroom 1

- 5.5 x 7.10
- Marble tile
- Stone counter
- Walk-in shower
- Connects to bedroom w/pocket door

Bedroom 2

- 18.4 x 13.9
- Carpet
- Recessed lighting
- Chandelier
- Double closet Bowed window
- Vaulted ceiling
- Access to full bath

Bathroom 2

- 7 x 6
- Marble tile
- Stone counter
- Walk-in shower
- Vent light
- 3-globe light

Kitchen

- 18.6 x 16.2
- Marble tile
- SS appliances (refrigerator, microwave, dishwasher, 4-burner gas with hood)
- Maple cabinets
- Pendants over island

Living Room

- 23.4 x 13.6
- Carpet
- Floor-to-ceiling wood burning fireplace
- Patio door to concrete patio

Suite 2**Bedroom 1**

- 14.1 x 11.7
- Carpet
- Ceiling light
- Double closet
- 4 windows

Bathroom 1

- 10.11 x 5.8
- Marble tile
- Tub/shower
- Wood vanity
- Fan
- 3-globe light
- 1 window

1071 Hill Drive—Page 9**Bedroom 2**

- 14 x 14.4
- Carpet
- Ceiling light
- Double closet
- 3 windows
- Door access to patio

Bathroom 2

- 8.6 x 5.1
- Private full bath
- Marble tile
- Walk-in shower
- Wood vanity
- Fan
- 3-globe light

Kitchen

- 10.6 x 15.5
- Marble tile
- SS appliances (refrigerator, microwave, electric cook top)
- Maple cabinets with glass inserts
- Island
- Pendant
- Recessed lighting

Living Room

- 13.3 x 14.4
- Carpet
- Recessed lighting
- Exit to outside

Laundry

- Double closet with washer and dryer hook ups in hallway (w/d negotiable)

Suite 3**Bedroom 1**

- 16.2 x 12.1
- Carpet
- Recessed lighting
- Double closet
- Egress window
- Linen closet
- Sink and vanity

Bathroom 1

- 12.2 x 5.7
- Shared with bedrooms 1 and 2
- Tile
- 3 globe light
- Walk-in shower
- Light/fan
- Wood vanity
- Private toilet

Bedroom 2

- 20 x 14.7
- Carpet
- Recessed lighting
- Walk-in closet
- 3 windows (all egress)
- 3 globe light
- Sink and vanity

Bedroom 3

- 14.1 x 20
- Carpet
- Double closet
- 2 light fixtures
- 1 egress window

Bathroom 2

- 8.6 x 7.3
- Tile floor
- Walk-in shower
- Wood vanity
- Fan
- 3-globe light

Kitchen

- 14.5 x 13
- Tile floor
- Black appliances (electric flat surface range, refrigerator, microwave)
- Built in buffet

Living Room

- 16.11 x 17.11
- Carpet
- Recessed lighting

Connection to Main House

- Walkway (pathway, green house)
- French doors to private patio
- 5 transom windows
- 4 casement windows
- Travertine floor

1071 Hill Drive—Page 10**Kenel**

- Inside/outside
- 2 floor drain
- Sink and direct water
- Metal wrought iron fence
- Heated floor

Exterior Information

- Stone and brick
- Smart Siding
- Recessed lighting under soffits
- Carriage lights
- 12 pole lights around circular drive
- Covered driveway portico
- Front and back fountains
- Flag pole
- Heated concrete and curbed driveway in front of 3 garages
- Rock brick walls with corner posts and lights
- All other blacktop driveway

Playground

- Approximately 20 x 20 wood chip area
- Aluminum fence on 2 sides with gate (located between gym and pool)
- Playset negotiable

Detached Garage

- 24 x 24
- 2 plus stalls
- Double door with opener
- Aluminum siding with 1/3 rock front
- 4 windows
- Service door
- Own power source
- Incandescent lights
- Metal roof

- Patio Area
- Underlighting below walkway

Statuary

- Deer and elk
- 2 fountains
- Lannon stone stairs and walls
- Ground to roof stone and brick wood burning fireplace with stainless steel swivel cooking insert

Firepit

- 5' round
- Metal

Outdoor Kitchen

- 20 x 12
- Viking smoker and grill with drawers and hood
- 2-burner surface
- Refrigerator

Outdoor Dining

- 15 x 19
- Full length bar with awning

Outbuilding

- 23'6 x 39'4
- Located in wooded area on extra lot
- Sold 'as is'
- Garden fenced areas included

Systems

- Sound/speaker
- Intercom
- Security
- HVAC
- Plumbing
- Full house central vacuum
- Elevator serves floors 1, 2, 3
- Reverse osmosis water filtration
- Sprinkler and fountains run off well
- Kohler diesel generator
- Tankless water heaters
- Geothermal
- Outside lights
- Motion sensor lights in garage, laundry, gym bathrooms
- Spray foam insulation
- Soft close drawers
- Kohler bathroom fixtures
- Custom window treatments included
- Freezers in garage not included
- Oak trim throughout

Additional Information

- TVs & mounts not included
- Built-in Safe 30'9 x 7'2
- Well on property only used for outside
- Conventional septic has lift station to city sewer
- Blacktop driveway
- No Flood Zone



Police Department – Medarla Arradondo, Chief of Police
350 S. Fifth St. - Room 130
Minneapolis, MN 55415
TEL 612.673.3559
www.minneapolismn.gov

December 22nd, 2020

To Whom It May Concern,

Currently, I am the Minneapolis Police Department Inspector assigned to the 5th Precinct and I am writing to you on behalf of MN Adult & Teen Challenge. This program operates multiple campuses within the precinct, including one with over 125 residents. With a building directly adjacent to the 5th Precinct headquarters, MN Adult & Teen Challenge staff and residents are our next-door neighbors.

MN Adult & Teen Challenge does not have any criminal complaints or public safety issues associated with the facilities in the 5th Precinct. Residents leave the facility only with supervision and we have not experienced criminal or nuisance behavior at the program. The staff have always been responsive in working with the Minneapolis Police Department and they are active in our neighborhood associations. I would consider them to be both a good neighbor and partner.

Please don't hesitate to contact me if I can be of further assistance.

Respectfully,

A handwritten signature in black ink, appearing to read "Amelia Huffman".

Inspector Amelia Huffman
MPD 5th Precinct
3103 Nicollet Avenue South
Minneapolis, MN 55408
612-673-3678



Police Department – Medaria Arradondo, Chief of Police
350 S. Fifth St. - Room 130
Minneapolis, MN 55415
TEL 612.673.3559
www.minneapolismn.gov

December 22nd, 2020

To whom it may concern,

My name is Bill Peterson, and I am the Inspector of the Minneapolis Police Departments 1st Precinct in Downtown Minneapolis.

I'm writing this letter to inform you that MN Adult and Teen Challenge, located at 1619 Portland Ave. South in the City of Minneapolis, does NOT have any criminal complaint or public safety issues associated with their program and/or buildings in the Elliot Park Neighborhood. If the need ever arises for members of the 1st Precinct to have contact with their staff, they have always been responsive. I would consider them to be both a good neighbor and partner.

I welcome the opportunity to provide further information if required.

Respectfully,

Inspector Bill Peterson

Minneapolis Police Department – 1st Precinct

19 North 4th Street

Minneapolis, MN 55401

612-673-3031 (Office)

612-978-6419 (Cell)



Police Department – Medaria Arradondo, Chief of Police
350 S. Fifth St. - Room 130
Minneapolis, MN 55415
TEL 612.673.3559
www.minneapolismn.gov

December 22nd, 2020

To Whom it may Concern:

My name is Todd Loing. I have been the Inspector of the Minneapolis Police Department's 2nd Precinct since 2016. I was recently informed that Minnesota Adult and Teen Challenge [MNTC] is working on expanding their program to include a new facility in Rockford, MN. In the time MNTC has been in our precinct, we haven't had any significant police contact/issues that raised any concerns for Minneapolis Police Department (MPD) or the residents that live near MNTC. This is wonderful organization that does the hard work of providing rehabilitation services for people in the community that are struggling with drug and alcohol addiction. MNTC is a dedicated and professional organization. Because of MNTC's experience and programing the MPD has very few law enforcement interaction with MNTC. The intent of MNTC is to help people recover from addiction by expanding and providing additional service in the community. Minneapolis is fortunate to have this organization in our community to partner with in helping people overcome addiction.

Sincerely,

A handwritten signature in black ink, appearing to read "Inspector Todd Loing".

Minneapolis Police Department
Second Precinct
1911 Central Avenue Northeast
Minneapolis, MN 55418
Office: 612-673-2755



Trust - Accountability - Professional Service



Serving the Downtown East and Elliot Park Business Community since 1979

December 19, 2020

To Whom It May Concern:

Mn Adult & Teen Challenge is a long standing, contributing neighbor of the East Town area that includes the Downtown East and Elliot Park neighborhood. I'm writing to let people know of the positive and productive relationship that MnTC has with its neighbors and community. MnTC is actively involved in the neighborhood, ensuring they give back to the community through service, engagement, and programming that is additive to the vitality of the neighborhoods.

Teen Challenge operates a very structured program and our neighborhood has seen no issues with crime, drug use or criminal behavior. Actually, Teen Challenge's presence has been a far greater asset than liability to our neighborhood. I can say with confidence that Mn Adult & Teen Challenge are great neighbors to all of the residents of the East Town area.

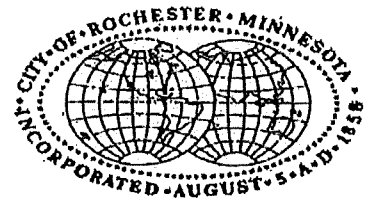
Sincerely,

A handwritten signature in black ink, appearing to read "Dan Collison".

Dan Collison
Executive Director

ROCHESTER

Minnesota



ROCHESTER POLICE DEPARTMENT
Jim Franklin, Chief of Police
LAW ENFORCEMENT CENTER
101 4th St SE, Rochester, MN 55904
NORTH STATION
4001 West River Pkwy NW
Rochester, MN 55901

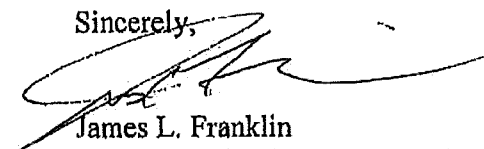
November 19, 2020

Tom Truzinski,

Please accept this memo as documentation of our appreciation of MN Adult and Teen Challenge within our community. Furthermore, I would like to specifically recognize your superb leadership of the organization. MNATC is an extremely well run professional organization. We in the Rochester community have not felt any negative impacts by having a rehabilitation facility within our community. In fact, I would argue the reverse is true, in that we are stronger as a community due in large part to our partnership with MNATC specifically in regards to our Police Assisted Recovery Program.

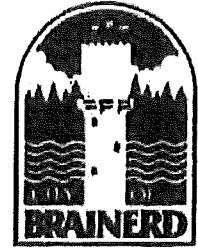
There is no doubt, that our Country has a systemic drug problem. MNATC plays a critical role in addressing this problem through rehabilitation services. MNATC is a blessing to our community, and I am appreciative of our partnership.

Sincerely,



James L. Franklin
Chief of Police, Rochester MN

September 21, 2020

www.ci.brainerd.mn.us

To Whom It May Concern:

RE: LETTER OF SUPPORT—MN TEEN CHALLENGE

Over 12 years ago, Minnesota Adult & Teen Challenge, opened its doors in our community as a chemical dependency treatment center. Initially I was somewhat apprehensive of the facility opening. My concerns regarding what effects it would have on our community bringing in additional people to our area that are struggling with chemical dependency issues **were very short-lived.**

During the past 12-years Teen Challenge has been in our community we have not experienced an increase in crime or other safety concerns from their existence that would cause me to discourage another community from considering having them open a facility there.

The center came to the aid of the community during the aftermath of a large apartment complex fire by conducting a fund-raiser for people who resided in the apartments that were displaced from their homes as a result of the fire. I routinely attend their annual banquet **which receives incredible community support.** I am inspired by the testimonials given at the banquet by the participants and the staff from the Central Minnesota Adult & Teen Challenge in Brainerd. I'm very thankful for the work they do for people suffering with chemical dependency and have directly seen the positive results of having them in our community.

Please feel free to contact me regarding this if I can be of any further assistance. I can be reached at 218-829-2805.

Respectfully,

Corky T. McQuiston
Chief of Police
Brainerd Police Department



CROW WING COUNTY

SHERIFF'S OFFICE

304 Laurel Street • Brainerd, MN 56401

Phone: (218) 829-4749 • Fax: (218) 829-9459 • www.co.crow-wing.mn.us

Office of
Todd Dahl, Sheriff

March 19, 2013

To Whom It May Concern:

Crow Wing County Sheriff's Office recently found out that Minnesota Adult & Teen Challenge is looking at an opportunity to expand their program into the community of Rochester. This letter is being sent on behalf of Minnesota Adult & Teen Challenge. Five years ago a similar opportunity turned to reality for the community of Brainerd Crow Wing County when MN Teen Challenge opened its doors for business on their Brainerd Campus.

With a project of this magnitude concerns, questions and inquiries are expressed. Having been one of many agencies that were included in collaborative efforts this did not happen without many hours of short and long term planning, meetings and educational presentations throughout all stages of the project. Keeping citizens and the local business population well informed was significant throughout the process. This defined their purpose to provide both a resource and service for the community and those struggling with addictions.

From the law enforcement prospective, the Sheriff's Office has not experienced increased security threats that would cause a safety concern to the community. We have not seen a negative impact to the citizens or visitors in the county.

Now, five years later, the growth of support has been visible with community members, local businesses and organization. Participants volunteer in the community which has been a positive impact. Yearly, they hold an annual banquet, golf tournament, and fishing event on area lakes as fund raisers for the organization. All are well attended and growing in participation each year.

If we can be of any assistance to you in the future please feel free to contact the Crow Wing County Sheriff's Office at your convenience.

Respectfully,

D A Backdahl

D.A. Backdahl
Chief Deputy

With courage, honor and integrity, we protect the rights and dignity of all citizens. In partnership with our communities, we strive to preserve the peace and are dedicated to excellence in the delivery of public safety services.



CROW WING COUNTY

SHERIFF'S OFFICE

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Respectfully,

D.A. Backdahl

D.A. Backdahl
Chief Deputy

With courage, honor and integrity, we protect the rights and dignity of all citizens. In partnership with our communities, we strive to preserve the peace and are dedicated to excellence in the delivery of public safety services.



STEVENS SQUARE COMMUNITY ORGANIZATION

Serving the Stevens Square-Loring Heights Neighborhood

1900 Nicollet Avenue South, Suite 216 • Minneapolis, MN 55403 • Phone: 612.874.2840 • www.stevenssquare.org

November 30, 2020

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Malakai Grefner
Gaonou Lor
Emily Raap

Greening Coordinator
Robert Skafte

To Whom it May Concern,

Minnesota Adult & Teen Challenge has been a good neighbor in Stevens Square-Loring Heights. MnTC staff regularly attend Steven Square Community Organization (SSCO) committee meetings. At least two staff members, Debbie Jonnes and Tracy Fuller, have served on the SSCO Board.

MnTC clients are under close supervision, with a very demanding schedule that keeps them fully occupied and focused on their recovery. Their clients participate in neighborhood projects and events when their schedule allows. MnTC clients have helped with gardening projects; they attend National Night Out gatherings.

They love to help on neighborhood-wide clean-ups, typically showing up with 30 to 60 volunteers, vastly outnumbering other neighborhood resident volunteers. Because of their enthusiastic involvement, for over 10 years, SSCO scheduled its clean-ups, based upon whether MnTC clients would be available.

In addition, MnTC clients participate in SSCO's Block Patrol, a long-revered crime prevention program. In 2019 alone, [15] clients contributed [over 80] hours to the Patrol.

SSCO is so very thankful to that MnTC in our community.

Sincerely,

Rachel Boeke

Executive Director

Letter from Catholic Convent - Connected
to our building where over 200 nuns live.

The following is a support letter from the Convent at Assisi Heights. We share 50 acres right next to them where the order of Saint Francis Convent is located. They were very concerned when we first moved in 6 years ago. We have an 80 bed men's facility and a 60 bed women facility right next to them.

From: Michael Speltz <michael.speltz@rochesterfranciscan.org>

Sent: Thursday, November 19, 2020 11:00 AM

To: Tom Truszinski <Tom.Truszinski@mmtc.org>

Subject: Reference

Hello Tom ~

Please allow this email to serve as confirmation that we are both extremely proud and honored to have MN Adult Teen Challenge as neighbors to the Sisters of St Francis. The work being done by MN Adult Challenge closely aligns with the mission and values of the Sisters. Likewise, we are also appreciative of the community service and volunteer work done by your clientele for the Sisters. The Sisters are most grateful for your good communication and partnership which make for wonderful neighbors in our backyard as well as the Rochester community.

Michael E. Speltz
Corporate Treasurer

Academy of Our Lady of Lourdes
1001 14th Street NW
Rochester, MN 55901

www.rochesterfranciscan.org

507-280-2196



810 S Seventh St
Minneapolis, MN 55415
612.335.5846
info@elliottpark.org
elliottpark.org

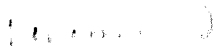
November 19, 2020

To Whom it May Concern:

I'm writing to let people know of the positive and productive relationship that MnTC has with its neighbors and community. Mn Adult & Teen Challenge is a long-standing contributing neighbor of the Elliot Park Neighborhood. Clients of the program have served at our annual meetings and various other happenings, and participate eagerly in our yearly neighborhood wide clean up event. They aren't just a sitting social service agency, but they are actively involved in the neighborhood, ensuring they give back to the community they are a part of.

Our current Elliot Park Neighborhood Board President, who has served on the board for the past 20 years, has been a staff member at Mn Adult & Teen Challenge for over 21 years. As well, I've met many of the clients of the program as they've helped serve and set up at our Annual Business Meeting, pick up trash as part of the yearly Litter Be Gone events, or helped to move furniture as we were transitioning office locations. I can say with confidence that Mn Adult & Teen Challenge are great neighbors and an asset to the Elliot Park Neighborhood.

Sincerely,


Vanessa Haight
Executive Director



September 21, 2020

To Whom It May Concern:

RE: LETTER OF SUPPORT—MN TEEN CHALLENGE

Over 12 years ago, Minnesota Adult & Teen Challenge, opened its doors in our community as a chemical dependency treatment center. Initially I was somewhat apprehensive of the facility opening. My concerns regarding what effects it would have on our community bringing in additional people to our area that are struggling with chemical dependency issues *were very short-lived*.

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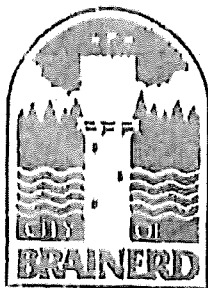
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Please feel free to contact me regarding this if I can be of any further assistance. I can be reached at 218-829-2805.

Respectfully,


Corky T. McQuiston
Chief of Police
Brainerd Police Department

City Hall
501 Laurel Street
Brainerd, Minnesota 56401



www.ci.brainerd.mn.us

Mayor
(218) 828-2308
Fax (218) 828-2316

City Administrator
(218) 828-2307
Fax (218) 828-2316
admin@ci.brainerd.mn.us

Civil Attorney
411 Front Street
P.O. Box 367
(218) 828-2775
Fax (218) 829-9768

Criminal Attorney
610 Norwood Street
(218) 828-2311
Fax (218) 825-8922

City Engineer
(218) 828-2309
Fax (218) 828-2316
hulcoller@ci.brainerd.mn.us

Chief of Police
225 East River Road
(218) 829-2805
Fax (218) 825-3489

Fire Chief
23 Laurel Street
(218) 828-2312
Fax (218) 828-2331
funderhill@ci.brainerd.mn.us

City Planner
(218) 828-2310
Fax (218) 828-2316
mosigarden@ci.brainerd.mn.us

Director of Parks & Recreation
1619 Washington Street N.E.
(218) 828-2320
Fax (218) 828-2791
parks@ci.brainerd.mn.us

Public Utilities
P.O. Box 378
Business
(218) 828-8726 • fax (218) 829-4703
Service
(218) 829-2103 • fax (218) 829-2308
omull@bpu.org

Equal Opportunity Employer

March 11, 2013

To Whom It May Concern:

This letter is written in absolute support of the Minnesota Adult Teen Challenge (MATC) organization. It has been five years since this organization came to Brainerd. I have heard many powerful, impactful stories relating to the work done at MATC and I hope that this organization will remain in Brainerd for many years to come.

From the time MATC came to town and proposed to set up a facility, there has been excellent communication, respect, patience and dedication on their part, as well as on the part of the City to make this program a reality. The leaders of MATC wanted to set-up and run a successful program and that was a vision shared by the City of Brainerd.

Since this program has come to Brainerd, there have been multiple ways that the residents of MATC have participated in community projects. They have helped their neighbors, offered to assist in city projects and shared their personal stories in the hope that others won't have to go through the type of life they have experienced thus far. I have witnessed some of these events, and have heard about others through friends/acquaintances that have had loved ones participate in the MATC program.

I am not aware of any security problems caused by locating MATC in the City of Brainerd, nor have I heard of any increase in crime since they came to town. I continue to hear about the Christian values taught to residents of MATC, the job skills and problem-solving skills they have been given and the amazing stories of how lives have been turned around and saved because of this program. The outcome is often one of graduating honorable, capable, productive members of a community and isn't that what most cities hope for?

I have been a personal and financial supporter of this organization from the beginning. I encourage others to learn as much about MATC as possible, embrace it and support it for the good it can do for both individuals and for the community.

Sincerely,

Bonnie K. Cumberland

President, Brainerd City Council





Lyndale Neighborhood Association
 3537 Nicollet Avenue South
 Minneapolis, MN 55408
 Phone: (612) 824-9402
 Fax: (612) 824-6828

March 11, 2013

To: Whom It May Concern:

I am writing in regards to the Lyndale Neighborhood Association's experience with Teen Challenge. Teen Challenge has a large residential facility in the neighborhood, located along Stevens Avenue,

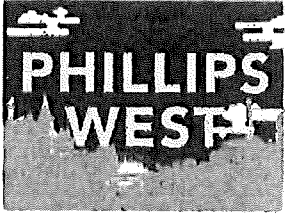
The Lyndale Neighborhood Association and Teen Challenge have a very good working relationship. Teen Challenge regularly sends participants in its program to volunteer at neighborhood events and activities. The volunteer opportunities have been a great way for participants in Teen Challenge's program and Lyndale community members to get to know each other and to work together on improving the neighborhood. They have been particularly helpful in setting up and cleaning up at large community events and in neighborhood clean-ups. This past year we awarded Teen Challenge the Lyndale Community Service Award for their ongoing contribution to the neighborhood.

I think it is also important to say that we have not had any safety related concerns with the Teen Challenge facility in Lyndale. I know people are often concerned when an organization that provides services like Teen Challenge moves into a community. Here in Lyndale our experience with Teen Challenge has been overwhelmingly positive.

Please feel free to contact me at mark@lyndale.org / 612.824.9402 x 16 if you have any questions.

Sincerely,

Mark Hinds
 Executive Director



Phillips West Neighborhood Organization

2400 Park Avenue, Suite 337
 Minneapolis, MN 55404
 Phone 612-879-5383
 Fax 612-879-5217

January 28, 2014

To whom it may concern,

The following is a letter of support from the Phillips West Neighborhood Organization Board on behalf of MN Adult & Teen Challenge.

MN Adult & Teen Challenge occupies the former Mt. Sinai Hospital (2300 Chicago Avenue South) located in the Phillips West Neighborhood of South Minneapolis. They have occupied this space since 2008. There are roughly 130 graduates of the MN Adult & Teen Challenge one-year residential chemical dependency program that reside at this MN Adult & Teen Challenge Leadership Institute (this data is from a few years back I anticipate there have been more to date). The former Mt. Sinai Hospital closed in 1991 and remained vacant until MN Adult & Teen challenge took occupancy. The neighborhood organization was skeptical at first because the City of Minneapolis requires ¼ mile spacing between supportive housing facilities. In the end the neighborhood did support waiving that spacing requirement for MN Adult & Teen Challenge. In retrospect that was a great decision. The MN Adult & Teen Challenge Leadership Institute and Boys Program has done nothing but amaze! There hasn't been one police call to the facility which is uncommon in comparison to the other facilities housed in our neighborhood. The MN Adult and Teen Challenge residents are very active in the neighborhood and volunteer at all of our neighborhood events including National Night Out, Fall & Spring Clean Sweeps, the Winter Social and the Peavey Park Celebration. We are very happy to have MN Adult & Teen Challenge in our neighborhood and are proud to see so many talented individuals reach their full potential!

We look forward to the renovations and continued investment MN Adult & Teen Challenge has put into the Phillips West Neighborhood. We also support MN Adult and Teen Challenges plans to locate elsewhere and continue investing in infrastructure and individuals! If you have any questions feel free to contact me via email at pwno2005@yahoo.com or call me at 612-879-5383.

Sincerely,

Crystal Windschitl, Executive Director
 Phillips West Neighborhood Organization



March 11, 2013

Mr. Brandon Tuel
Executive Assistant to the Chief Operating Officer
Minnesota Adult & Teen Challenge
1619 Portland Avenue South
Minneapolis, MN 55404

Dear Mr. Tuel:

I am writing to confirm that MN Adult & Teen Challenge has been a strong community partner for many years. I am not aware of any increase in crime or any security issues in the seven years that I have worked at Elliot Park Neighborhood, Inc., nor have I ever heard any mention of these kinds of issues that predate my experience here. In fact, MNA&TC is a supportive community member and their residents are eager volunteers at community events and activities. We are pleased and proud to share the neighborhood with this organization and appreciate their efforts to enhance life for everyone who lives and works in the community.

Very truly yours,

Lynn Reghier
Executive Director



STEVENS SQUARE

June 14, 2004

TO WHOM IT MAY CONCERN:

Minnesota Teen Challenge has leased space from Stevens Square since the inception of their program in Minnesota over 10 years ago. Stevens Square is a premier long term care facility for the frail elderly. Understandably, the Board was very concerned when MNTC expressed interest in beginning their program in the neighborhood and in our building.

During the years that Minnesota Teen Challenge first began their chemical dependency program within the Lyndale Neighborhood of south Minneapolis, the neighborhood had just hit bottom economically and socially. Since that time, property values have steadily increased and pride in property has again become very important. Stevens Square had been an anchor tenant of the neighborhood for over 115 years, having been through good times and bad. The last thing our Board wanted, was to bring a program into the neighborhood that would not add value and be an appropriate fit for the future. The Board of Stevens Square investigated other Teen Challenge programs in depth, traveling to sites as far away as New York.

A short term rental agreement was initially offered. The program continued to grow and expand, and a multi year deal ensued. Currently, MNTC is a couple years into a 15 year lease. Obviously, the relationship has been extremely positive and beneficial for both Stevens Square and Minnesota Teen Challenge. Throughout the decade, the staff and students within the MNTC program have been exemplary neighbors and friends.

Initially, safety was a concern when we considered a program such as Minnesota Teen Challenge. Our fears have been totally unfounded. We have not had even one incident in the decade we've been associated. Occasionally students have left the program, but they leave. They do not hang around the area, or provide any sort of safety issue for people or property.

Our Mission

Stevens Square is dedicated to inspiring and enabling people to live with dignity.

3231 FIRST AVENUE SOUTH, MINNEAPOLIS, MINNESOTA 55408-4449 (612) 823-5201

Currently, approximately 64 men live in a building physically attached to the nursing home, and share our parking area. The maintenance of their building, living areas, and the landscaping have only added value to the property and the neighborhood. Minnesota Teen Challenge has become an example to the neighborhood. The pride and care shown in the corner of the property MNTC occupied, caused Stevens Square to negotiate a contract last year. The students of MNTC maintain the yard and walkways at Stevens Square year around in exchange for funds to cover their expenses and a donation to their recreation fund. This has provided work opportunities, with visible positive results for the students of MNTC on an ongoing basis, and a wonderful service for Stevens Square. The men assigned to our lawn crew take great pride in their work. The grounds of Stevens Square look better than they ever did with a commercial lawn service, all at a fraction of the cost. It's been a win-win situation for both entities.

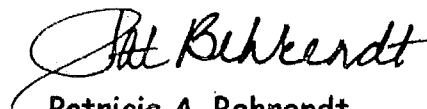
Students on the afternoon work study program also volunteer within the nursing home 4 days per week, providing maintenance services. It's been a fantastic arrangement. Stevens Square participates by providing normal work relationships, building dignity and self esteem, and ways for the students to give back to their community. Stevens Square offers work references when the students are in the final phase of the program, seeking employment for the future. The nursing home residents develop personal contacts and visitors among the students, and count on these men to regularly visit. Many of the students have not had normal, family relationships due to their chemical dependency. The nursing home residents love the students unconditionally, and depend on their presence within their lives several times each week. The students express appreciation for the relationships they have made. The maintenance staff of Stevens Square, counts on the students to work on projects within the home.

MNTC provides exceptional supervision for the students while working. They work completely independently and are very dependable. The Stevens Square staff sets projects in motion at the beginning of each new assignment. Stevens Square covers expenses or provides all supplies, beverages for the students while working, an occasional celebratory meal out, and a job reference in the later phases of the program. We couldn't be more pleased with the relationship we have forged.

On a personal note, I have "adopted" students from the program over the past couple years, taking small groups of them home for a day outside of the city every couple months. Sometimes it's a day of work on the farm, followed by home cooking, or a day of fun and games. The students have been a joy to associate with! They have taught my teenage children the perils of drug use, even one time. They have taught the kids that they need to be accountable for their actions, and that there are always consequences for their behavior. They have seen how the student's drug usage has negatively impacted their family relationships. They have taught the kids that it's cool to be a teenager and a Christian. Their positive example has had a huge impact on my kids. Their actions speak louder than any sermon my kids have ever heard.

On behalf of the Board of Stevens Square, I am professionally and personally proud of the relationship we have with Minnesota Teen Challenge. They have brought value and character to our neighborhood, to our nursing home, and to the lives of my family.

Sincerely,
FOR STEVENS SQUARE



Patricia A. Behrendt
Executive Director