

Notice is hereby given according to State Statutes that the PLANNING AND ZONING COMMISSION of the Village of Hobart will meet on Wednesday September 13th 2023 at 5:30 PM in the Village Office. NOTICE OF POSTING: Posted this 7^h day of September, 2023 at the Hobart Village Office, 2990 S. Pine Tree Rd and on the village's website.

MEETING NOTICE – PLANNING AND ZONING COMMISSION

Date/Time: Wednesday September 13th 2023 (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. Approval of Minutes of the August 9th 2023 (Page 3)
- 4. Public Comment on Non-Agenda Items

ACTION ITEMS

5. DISCUSSION AND ACTION - Rough draft of proposed plat along Luther Dr, HB-19 & HB-13 (Page 5)

The property owner currently is in the planning stages of a multiple lot plat located in the 300 Block of Luther Dr. (parcels HB-19 & HB-13). These two existing parcels total approximately 17.40 acres and have an existing zoning classification of A-2: Exclusive Agricultural District and A-1: Agricultural District. Since the A-2 district would not permit residential development, the property owner is requesting a change in zoning to a one and two-family zoning district. This review is for potential action on the concept only and any rezoning request will be brought back to the Commission for action at a later date.

6. DISCUSSION AND ACTION – Conditional Use Permit for increase in square footage of accessory building, HB-1491-K-9, 3969 Valley Stream Circle (Page 11)

The current property owner, Alex Maybrodsky, is proposing to construct a detached accessory building of 1,728 square feet on his property located at 3969 Valley Stream Cir. The current lot size of 59,633.64 square feet would allow up to 993 square feet of accessory building (1/60th of the lot square footage) by ordinance. This request would consist of a Conditional Use Permit as the new accessory building would not conform to the requirements identified in the zoning code. The two conditions that would require the CUP would be the request for an increase in maximum total accessory building square footage to 1,728 (735 square feet greater than the maximum noted in the ordinance) and the placement of the proposed building being closer to the street right-of-way than the rear plane of the principal structure exceeding the 864 square foot limit.

7. DISCUSSION AND ACTION – Certified Survey Map (CSM), 1231 Centennial Centre Blvd., HB-2488 & Fonda Fields Ct., HB-2486 (Page 32)

The property owner currently has two parcels of 1.126 & 0.806 acres respectively and is proposing a four lot Certified Survey Map (CSM) that would create one additional new lot. This proposed CSM will establish four separate parcels of 0.76 (Lot 1), 0.45 (Lot 2), 0.44 (Lot 3), and 0.49 (Lot 4) acres respectively. The property is currently undeveloped and has a property zoning of R-1: Residential District. These existing parcels of 1.126 & 0.806 acres are currently zoned R-1 which requires a minimum lot size of 12,000 square feet per parcel and minimum lot frontage of 100 feet. All four proposed lots meet or exceed these minimum requirements as proposed.

8. DISCUSSION AND ACTION – Certified Survey Map (CSM), 1241 Centennial Centre Blvd., HB-2487 (Page 39)

The property owner currently has one parcel of 1.229 acres and is proposing a two lot Certified Survey Map (CSM) that would create one additional new lot. This proposed CSM will establish two separate parcels of 0.51 acres for each lot. The property is currently undeveloped and has a property zoning of R-1: Residential District. This existing 1.229-acre parcel is currently zoned R-1 which requires a minimum lot size of 12,000 square feet per parcel and minimum lot frontage of 100 feet. Both proposed lots meet or exceed these minimum requirements as proposed.

9. DISCUSSION AND ACTION - Request for a Conditional Use Permit (CUP) on parcel HB- HB-550-3, 4758 Forest Rd. for the final plan for the Planned Development Overlay District (Page 45)

PLANNING AND ZONING COMMISSION AGENDA – SEPTEMBER 13TH 2023

The Applicant, on behalf of their client, is requesting the review for a Conditional Use Permit (CUP) for the final plan of the Planned Development Overlay District (PDD) on the property located 4758 Forest Rd. (parcel HB-550-3). The PDD is proposed to include five (5) separate lots for detached single-family dwellings and one (1) outlot for stormwater management along with a private drive from Forest Rd. to serve the development. This property received the R-1: Residential District base zoning with the R-7: Planned Development Overlay District back in September 2022 with the preliminary plans being reviewed back in June 2023. The applicant is now bringing forward the final plans for the PDD for the proposed single-family residential development.

10. DISCUSSION AND ACTION - Final Plat of Parcel HB-550-3, 4758 Forest Rd. for the Planned Development Overlay District (Page 85)

The Applicant, on behalf of their client, is requesting the review of a final plat of the Planned Development Overlay District (PDD) on the property located 4758 Forest Rd. (parcel HB-550-3). The plat is proposed to include five (5) separate lots for detached single-family dwellings and one (1) outlot for stormwater management along with a private drive from Forest Rd. to serve the development. This property received the R-1: Residential District base zoning with the R-7: Planned Development Overlay District back in September 2022 and the preliminary plat back in June 2023. The applicant is now bringing forward the final plat for the proposed single-family residential development.

11. ADJOURN

Aaron Kramer, Village Administrator

COMMISSION MEMBERS: Rich Heidel (Chairperson), Dave Dillenburg (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: <u>www.hobart-wi.org</u>. 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 Committee Minutes Hobart Village Office; 2990 S. Pine Tree Rd, Hobart, WI Wednesday, August 9, 2023 – 5:30 pm

1. Call to Order, Roll Call:

The meeting was called to order by Rich Heidel at 5:30 pm. Roll call: Rich Heidel, aye; Dave Dillenburg, aye; Tom Dennee, aye; Bob Ross, aye; Jeff Ambrosius, aye; John Rather, aye, David Johnson was excused.

- Verify/Modify/Approve Agenda: Motion by Rich Heidel, seconded by Bob Ross, to approve the agenda as presented. All in favor. Motion carried.
- Approval of Planning & Zoning Minutes: Motion by Tom Dennee, seconded by Jeff Ambrosius, to approve the July 12, 2023, minutes as presented. All in favor. Motion carried.
- 4. Public Comment on Non-Agenda Items: None.
- 5. DISCUSSION AND ACTION Rezoning of Parcels HB-712 and HB-735, 4193 Hillcrest Dr. and 4200 Hillcrest Dr. Blk. from R-1: Residential District to PI: Public/Institutional District:

Director of Planning & Code Compliance, Todd Gerbers, presented the rezoning request. The commission members discussed the application.

Motion by Tom Dennee, seconded by Bob Ross, to approve the rezoning request of parcels HB-712 and HB-735 from R-1: Residential District to PI: Public/Institutional District as submitted. All in favor. Motion carried.

 DISCUSSION AND ACTION – Rezoning of Multiple Parcels Under Village of Hobart Ownership from A-1: Agricultural District, ER: Estate Residential District, B-1: Community Business District, PDD#2: Orlando/Packerland Planned Development District, and PDD#1: Centennial Centre at Hobart District to PI: Public/Institutional District:

Director of Planning & Code Compliance, Todd Gerbers, presented the rezoning request. The commission members discussed the application.

Motion by Bob Ross, seconded by Tom Dennee, to approve the rezoning request of parcels HB-L159-3, HB-83-1, HB-46, HB-657-3, HB-624, HB-627, HB-614-8, HB-572-1, HB-582-4, HB-723-4, HB-2683-1, and HB-2681 from A-1: Agricultural District, ER: Estate Residential District, B-1: Community Business District, PDD#2: Orlando/Packerland Planned Development District, and PDD#1: Centennial Centre at Hobart District to PI: Public/Institutional District as submitted. All in favor. Motion carried.

7. Adjourn:

Motion by Jeff Ambrosius, seconded by John Rather, to adjourn at 5:41 pm. All in favor. Motion carried.



TO: Planning & Zoning Commission

RE: Discussion and possible action on rough draft of proposed plat along Luther Dr., HB-19 & HB-13

FROM: Todd Gerbers, Director of Planning & Code Compliance

DATE: September 13, 2023

ISSUE: Discussion and possible action on rough draft of proposed plat along Luther Dr, HB-19 & HB-13

GENERAL INFORMATION

- 1. Applicants/Agent: David Jones
- 2. Owner: D Jones Properties, LLC
- 3. Parcel(s): HB-19 & HB-13
- 4. Zoning: A-2: Exclusive Agricultural District & A-1: Agricultural District

ZONING REQUIREMENTS

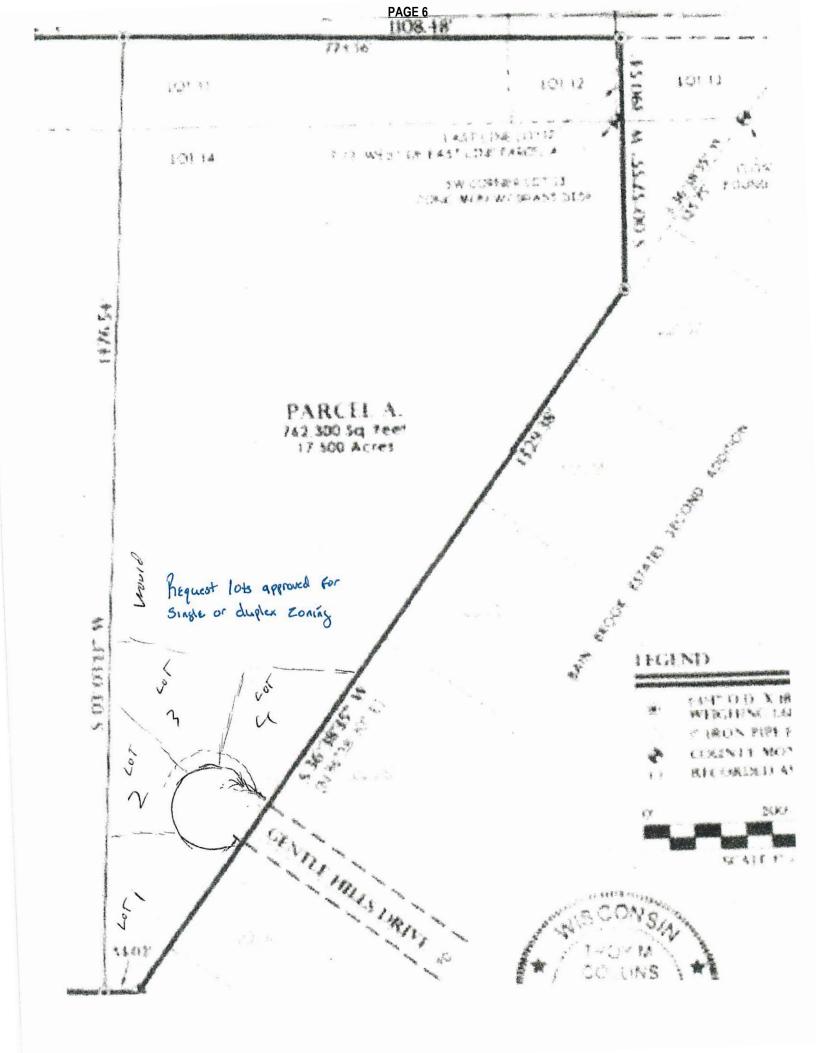
The property owner currently is in the planning stages of a multiple lot plat located in the 300 Block of Luther Dr. (parcels HB-19 & HB-13). These two existing parcels total approximately 17.40 acres and have an existing zoning classification of A-2: Exclusive Agricultural District and A-1: Agricultural District. Since the A-2 district would not permit residential development, the property owner is requesting a change in zoning to a one and two-family zoning district. This review is for potential action on the concept only and any rezoning request will be brought back to the Commission for action at a later date.

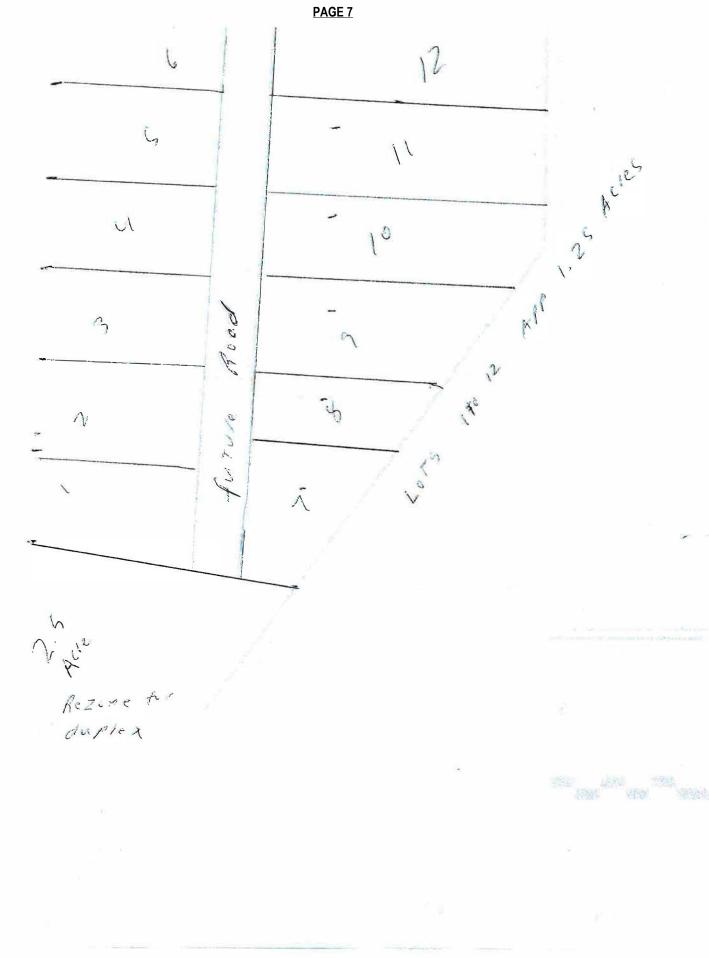
The property owner is requesting to have the ability to construct two-family dwelling(s) on a portion of the property which they prefer to be on the southern portion on an extension of Gentle Hills Dr. on lands adjacent to the Town of Lawrence. The properties in the Town of Lawrence are currently developed and zoned for single-family dwellings. Although Village Staff is not opposed to a residential development in this area, we do not agree that two-family dwellings should be placed in the requested location. Staff would be open to two-family dwellings along Luther Dr. working as a buffer with the transition to single-family dwellings as the development heads to the south.

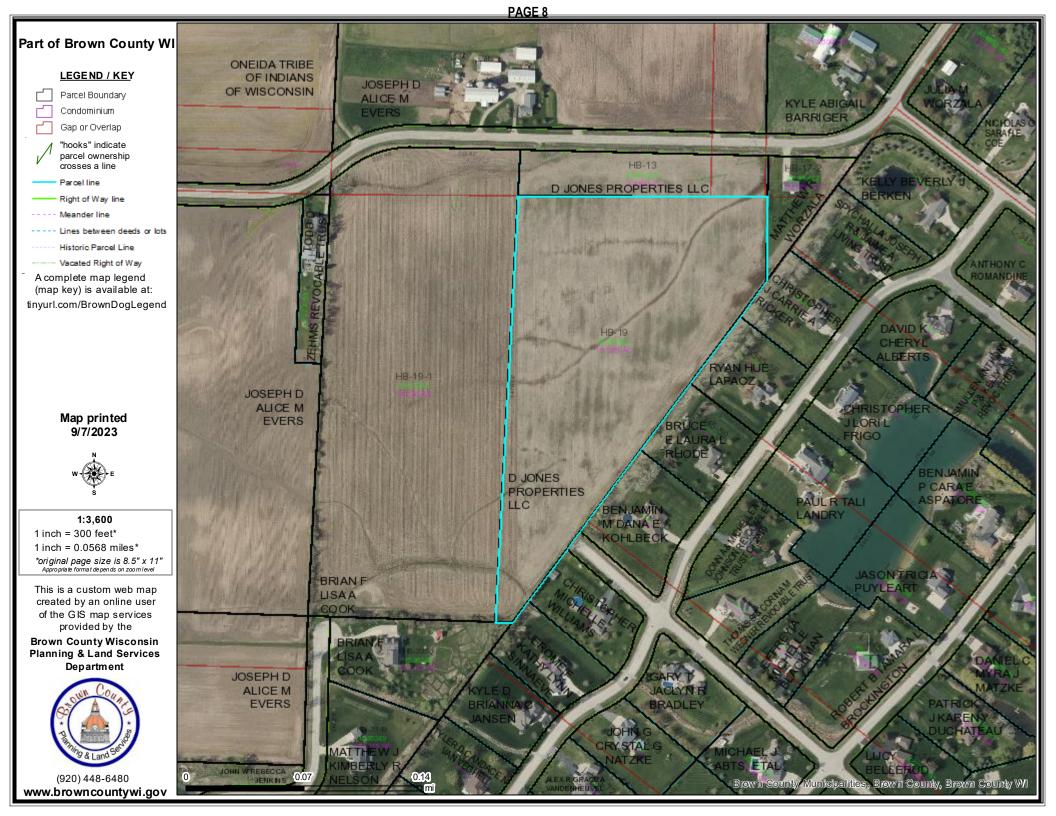
Since there is no municipal sanitary sewer or water to this area, a two-family lot would need to have an R-4 zoning classification and a minimum lot size of 2.5-acres. A single-family lot could be zoned to R-2-R which would be a minimum lot size of 1-acre.

RECOMMENDATION/CONDITIONS

Staff recommends that the developer be directed to stay with single-family lots to the south with the possibility of two-family dwellings along Luther Dr.

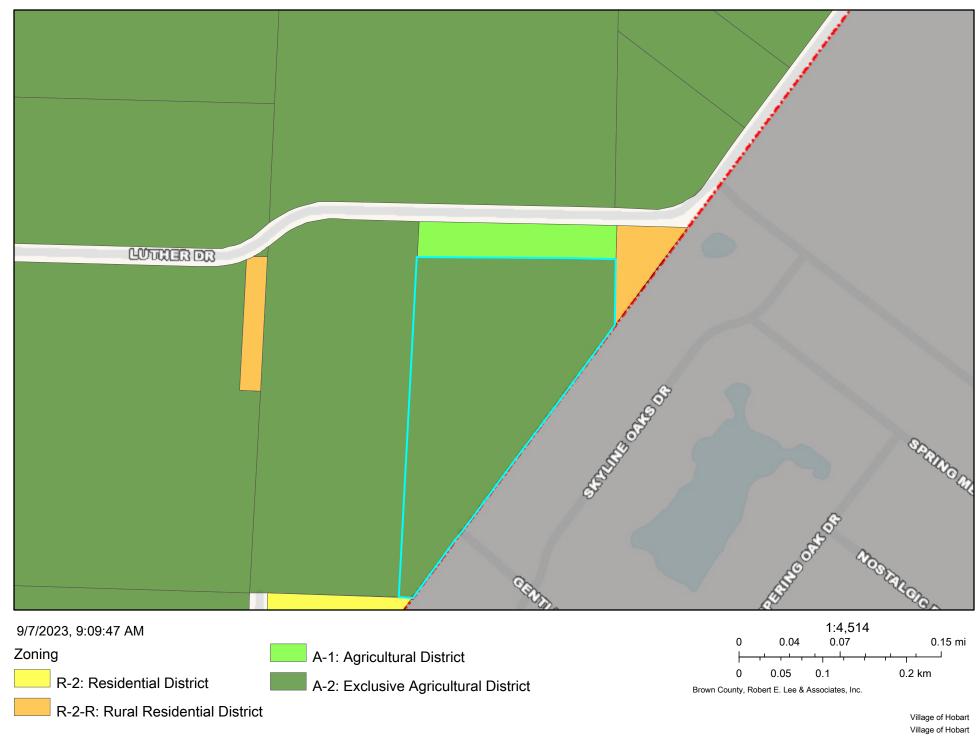






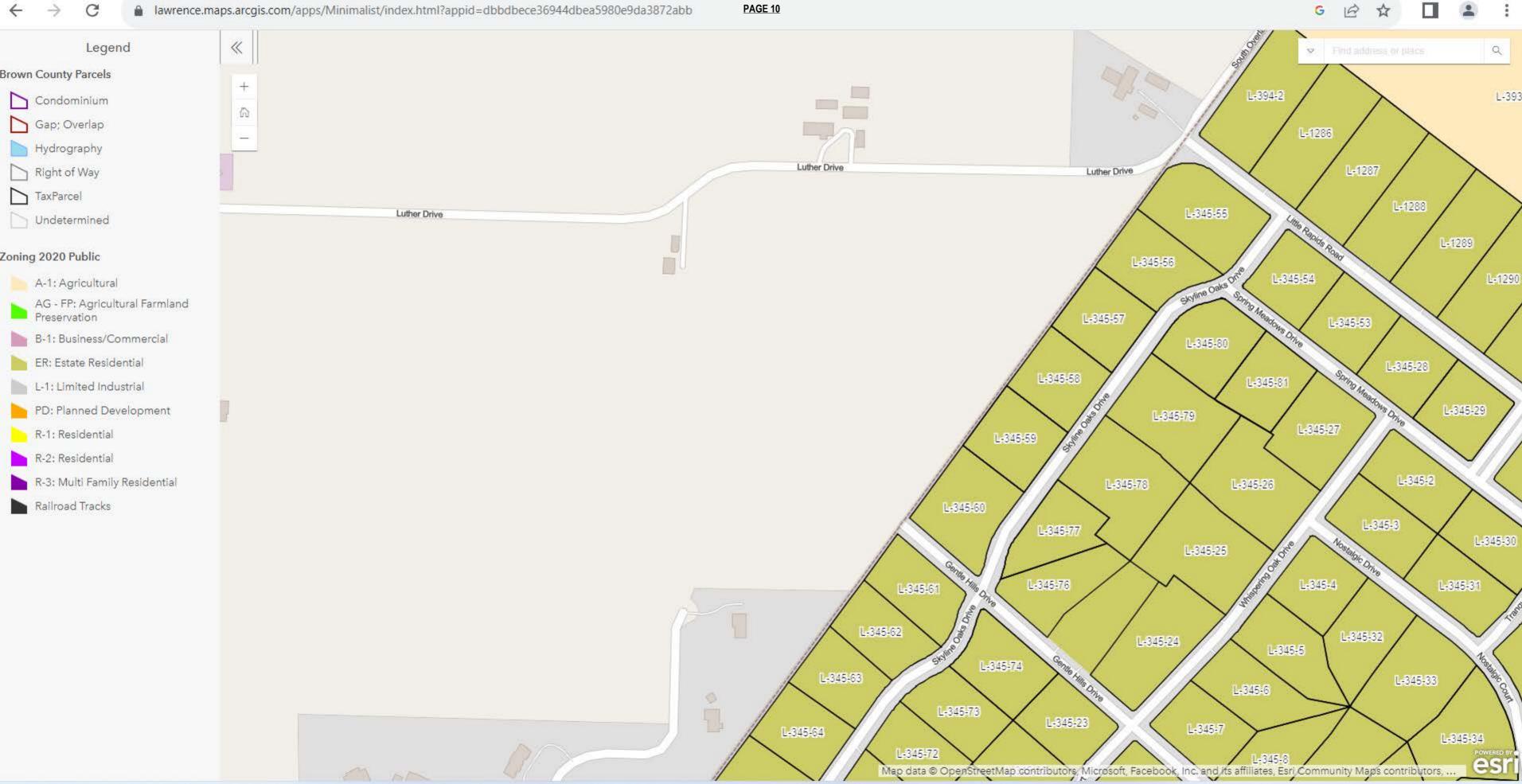
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Village of Hobart Zoning





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TO: Planning & Zoning Commission

RE: Conditional Use Permit for increase in square footage of accessory building, HB-1491-K-9, 3969 Valley Stream Cir.

FROM: Todd Gerbers, Director of Planning and Code Compliance

DATE: September 13, 2023

ISSUE: Consider Conditional Use Permit, HB-1491-K-9, 3969 Valley Stream Cir. – 1,728 square foot accessory building on property

RECOMMENDATION: Staff recommends conditional approval.

GENERAL INFORMATION

- 1. Applicant(s): Alex Maybrodsky
- 2. Parcel: HB-1491-K-9
- 3. Present Zoning: R-2: Residential District.

ANALYSIS:

The Conditional Use Permit verbiage for such accessory buildings reads as follows:

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.

The applicable detached accessory building regulation reads as follows: May be the greater of 864 square feet or $1/60^{th}$ the lot square footage, but shall not exceed 2,500 square feet.

Detached accessory buildings located closer to a street right-of-way than the rear plane of the principal structure shall not exceed the lesser of 864 square feet or the maximum allowed accessory building square footage as described in Subsection $\underline{D(1)(b)}$

BACKGROUND

The current property owner, Alex Maybrodsky, is proposing to construct a detached accessory building of 1,728 square feet on his property located at 3969 Valley Stream Cir. The current lot size of 59,633.64 square feet would allow up to 993 square feet of accessory building (1/60th of the lot square footage) by ordinance. This request would consist of a Conditional Use Permit as the new accessory building would not conform to the requirements identified in the zoning code. The two conditions that would require the CUP would be the request for an increase in maximum total accessory building square footage to 1,728 (735 square feet greater than the maximum noted in the ordinance) and the placement of the proposed building being closer to the street right-of-way than the rear plane of the principal structure exceeding the 864 square foot limit.

Village Staff discussed the possibility of enlarging the existing attached garage with the property owner, but they are limited to no more than 50% of the total footprint of the garage and dwelling combined. This would severely limit the size the addition could be and that would not be practical.

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Therefore, the property owner is requesting review of a Conditional Use Permit to increase the size of the proposed building and allowing the increased building square footage to be located closer to the street than allowed by ordinance. The proposed building would comply the required setback of 40 feet from the front property line, it would just be placed partially in front of the existing garage and closer to the front property line than the rear plane of the existing principal structure. The property owner would be willing to planting some trees near the new accessory building to help minimize the view of the new structure.

Attached is their conceptual site plan and draft Conditional Use Permit.

RECOMMENDATION/CONDITIONS

Staff would recommend that any approval of this CUP request to increase the allowable square footage to a total of 1,728 be contingent upon the following:

- 1. Planting of a minimum of 8 new arborvitaes (or similar) a minimum of 3 feet in height along the side (east) and southeast corner of the new detached accessory building
- 2. All four building elevations of the new structure are constructed of materials similar to those on the existing residential dwelling on the property
- 3. Maximum of one detached accessory building be allowed on site



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

Village of Hobart Dept of Planning & Code Compliance 2990 S Pine Tree Rd Hobart WI 54155 Phone: (920) 869-3809 Fax: (920) 869-2048

APPLICANT INFORMATION

Petitioner:			Date:
Petitioner's Address:		City:	State: Zip:
Telephone #:	Email:		
Status of Petitioner (Please Cheo	ck): Owner Representat	ive Tenant Prospective	e Buyer
Petitioner's Signature (required)	:		Date:
OWNER INFORMATION			
Owner(s):			Date:
Owner(s) Address:		City:	State: Zip:
Telephone #:	Email:		
Ownership Status (Please Check	x): Individual Trust	Partnership Corporation	
the property to inspect or gather tentative and may be postponed reasons.	other information necessary by the Neighborhood Servic	to process this application. I es Department for incomplete	e performance of their functions, enter upor also understand that all meeting dates are submissions or other administrative
			Date:
SITE INFORMATION			
Address/Location of Proposed	Project:		Parcel #: HB
Proposed Project Type:			
Current Use of Property:			Zoning:
Land Uses Surrounding Site:	North:		
	South:		
	East:		
	West:		

******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

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CONDITIONAL USE PERMIT / PLANNED DEVELOPMENT APPLICATIONS

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.	Pedestrian and vehicular circulation and safety.
	Noise, air, water, or other forms of environmental pollution.
4.	The demand for and availability of public services and facilities.
5.	Character and future development of the area.

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I'm submitting for a conditional use permit to be able to build a larger garage 36' x 48', 1,728 sq ft. I have it set back so it's deeper into the property making less of it visible on approach from the roadway. The finish and exterior will match our house. We are going to change the color of our house to white during this project, we'll have new siding soffit, fascia, gutter's, trim and roof. I have spoken with all of my neighbors on the street in depth about the plans and the conditional use permit / exception process for the build and they all completely support it and are excited for us.

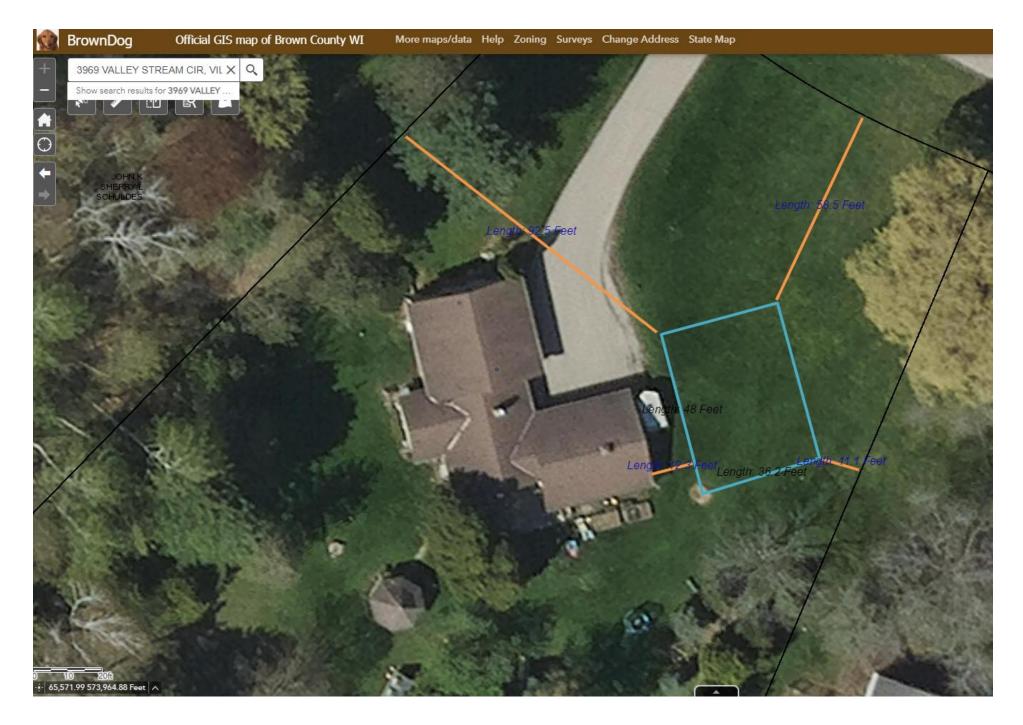
Having a larger garage will allow us to keep objects out of sight of neighbors and passers-by, leading to a cleaner and more organized neighborhood. We have a large camper, a boat, a trailer, 3 vehicles in the household, among other recreational and equipment items that would not have to be stored outside with this solution.

I will plant cedars and pines along the edges of the property to appease any concerns with the view of the building from the road. I've already planted 18 tree's, (pines, spruce and cedar around the property) they were 8' at planting 5 years ago and are between 20'-30' now and offer a great sight and noise barrier and a wooded feel.

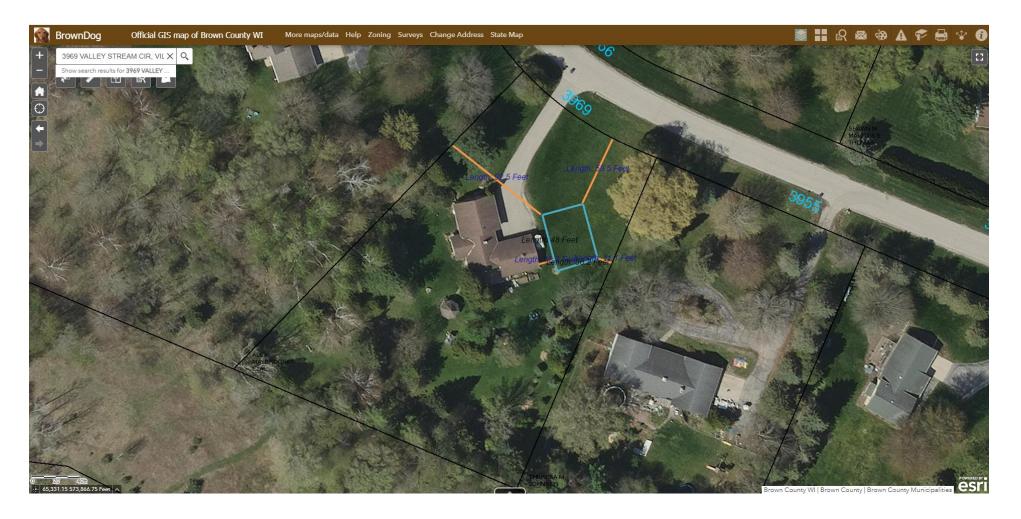
Thank you for considering my request, I hope decide on approval and find the effort I have put into ensuring it does not disrupt the neighborhood sufficient but if there is anything else I can do to help ease concerns please let me know.

Alex Maybrodsky

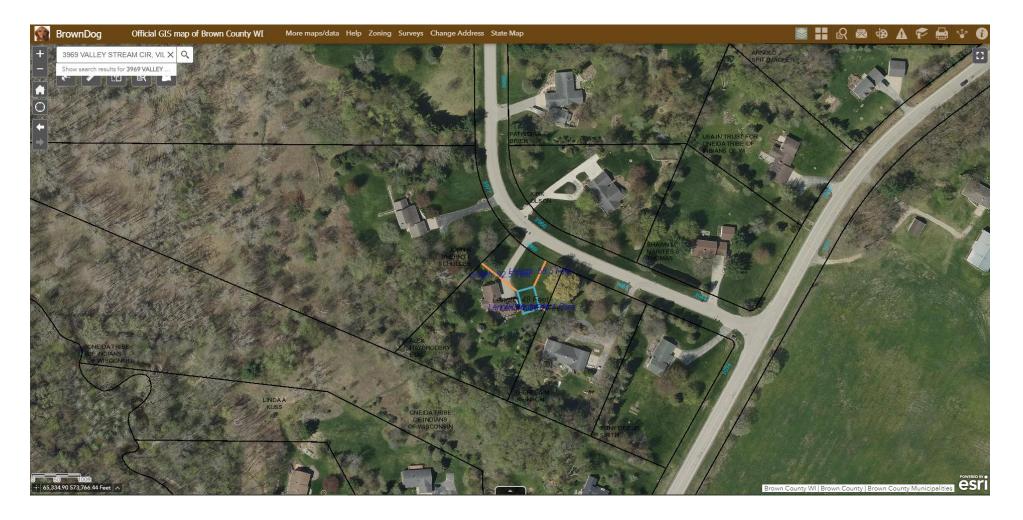
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<u> PAGE 18</u>



Date: 9/06/2023 - 8:32 PM **Design Name: Garage Design** Design ID: 329459126231

Estimated Price: \$26,548.55

*Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.

4. Follow the on-screen purchasing instructions

MENARDS

Design&Buy GARAGE

How to recall and purchase your design at home: How to purchase your design at the store: 1. On Menards.com, enter "Design & Buy" in the search bar 1. Enter Design ID: 329459126231 at the Design-It Center Kiosk in the 2. Select the Garage Designer Building Materials Department OR 3. Recall your design by entering Design ID: 329459126231

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Garage

2. Follow the on-screen purchasing instructions



Floor type (concrete, dirt, gravel) is NOT included in estimated price. The floor type is used in the calculation of materials needed. Labor, foundation, steel beams, paint, electrical, heating, plumbing, and delivery are also NOT included in estimated price. This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions.

MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by the guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully.

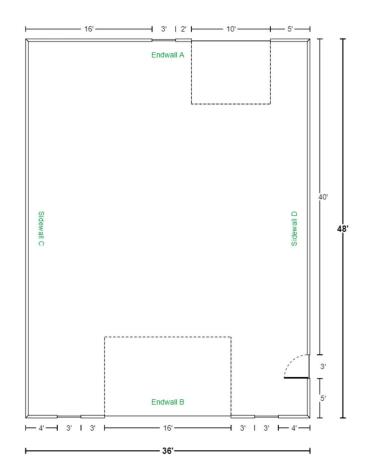
MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS. THE PLANS AND/OR DESIGNS PROVIDED ARE NOT ENGINEERED. LOCAL CODE OR ZONING REGULATIONS MAY REQUIRE SUCH STRUCTURES TO BE PROFESSIONALLY ENGINEERED AND CERTIFIED PRIOR TO CONSTRUCTION.

PAGE 20 Garage

Date: 9/06/2023 - 8:32 PM Design Name: Garage Design Design ID: 329459126231 Estimated Price: \$26,548.55

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For other design systems search "Design & Buy" on Menards.com

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Garage



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Date: 9/06/2023 - 8:32 PM Design Name: Garage Design Design ID: 329459126231 Estimated Price: \$26,548.55

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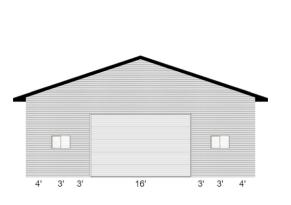
Dimensions

Wall Configurations

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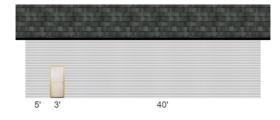
Garage

*Some items like wainscot, gutter, gable accents, are not displayed if selected.



ENDWALL B

Ideal Door® Commercial 16' x 10' White Insulated 36"W x 24"H JELD-WEN® Vinyl Slider 36"W x 24"H JELD-WEN® Vinyl Slider



SIDEWALL D

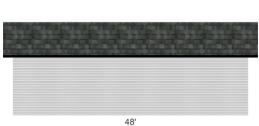
Mastercraft® 36W x 80H Primed Steel 6-Panel

Design&Buy[™] GARAGE

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Date: 9/06/2023 - 8:32 PM **Design Name: Garage Design** Design ID: 329459126231 Estimated Price: \$26,548.55 *Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.

MENARDS' **Design&Buy** GARAGE



5' 10' 2' 3' 16'

SIDEWALL C

ENDWALL A

Ideal Door® Traditional 10' x 8' White Insulated 36"W x 24"H JELD-WEN® Vinyl Slider

For other design systems search "Design & Buy" on Menards.com

Date: 9/06/2023 - 8:32 PM **Design Name: Garage Design** Design ID: 329459126231

Estimated Price: \$26,548.55 *Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.

Materials

Building Info

Building Location Zip Code:	54155
Building Width:	36'
Building Length:	48'
Building Height:	12'
Curb:	None
Foundation Type:	Thickened Slab
Wall Framing Stud:	2 x 6
Roof Framing:	Truss Construction
Truss Type:	Common
Roof Pitch:	4/12 Pitch
Eave Overhang:	24"
Gable Overhang:	24"
Custom Garage Plan:	No I do not need a custom building plan

Wall Info

Siding Material Types:	Vinyl
Vinyl Siding:	ABTCO® Cedar Creek™ Double 4, Color: White
Vinyl Corner Trim Color:	White
Accent Material Type:	None
Wainscot Material Type:	None
Wall Sheathing:	7/16 x 4 x 8 OSB(Oriented Strand Board)
House Wrap:	Kimberly-Clark BLOCK-IT®9'x75'House Wrap
Gable Vents:	None



Date: 9/06/2023 - 8:32 PM Design Name: Garage Design Design ID: 329459126231 Estimated Price: \$26,548.55

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Roof Info

Roof Sheathing:	1/2 x 4 x 8 OSB(Oriented Strand Board)
Roofing Material Type:	Architectural Shingle
Architectural Roofing:	Owens Corning® TruDefinition® Duration® Limited Lifetime Warranty Architectural Shingles (32.8 sq. ft.), Color: Estate Gray
Roof Underlayment:	Owens Corning® ProArmor® Synthetic Roofing Underlayment 42" x 286' (1,000 sq. ft.)
Ice and Water Barrier:	Owens Corning [®] WeatherLock [®] G Granulated Self-Sealing Ice and Water Barrier 3' x 66.7'(200sq.ft)
Fascia Material Type:	Textured Aluminum Fascia
Fascia:	6" x 12' Aluminum Rustic Fascia, Color: Black
Soffit Material Type:	Aluminum Soffit
Soffit:	16" x 12' Aluminum Vented Soffit, Color: Black
Gutter Material Type:	Steel
Gutter:	Pro-Steel 6 x 12' K-Style Steel Gutter
Ridge Vent:	Owens Corning® VentSure® 11-1/4" x 20' Shingle Over Ridge Vent
Roof Vents:	None

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Garage

Openings

PAGE 26 Garage

Date: 9/06/2023 - 8:32 PM Design Name: Garage Design Design ID: 329459126231 Estimated Price: \$26,548.55

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Additional Options

Ceiling Insulation:	None
Wall Insulation:	R-19 Kraft Faced Fiberglass Insulation 6-1/4" x 15" x 39.2' - 48.96 sq ft
Ceiling Finish:	None
Wall Finish:	None
Mounting Blocks:	No
Hydronic Radiant Heat:	No
Anchor bolt:	Grip Fast® 1/2 x 10 HDG Anchor Bolt w/ Nut & Washer
Framing Fasteners:	Grip Fast® 3-1/4 16D Vinyl-Coated Smooth Shank Sinker Nail - 5 lb. Box
Sheathing Fasteners:	Grip Fast® 2-1/2 8D Vinyl-Coated Smooth Shank Sinker Nail - 5 lb. Box
Roofing/Shingle Fasteners:	Grip Fast® 1-1/4 Electro-Galvanized Coil Roofing Nails - 7,200 Count
Truss Fastener:	FastenMaster® TimberLOK® 5/16 x 6 Hex Drive Black Hex Head Timber Screw - 50 Count
Overhead Opening Hardware:	No

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Garage

Date: 9/06/2023 - 8:32 PM Design Name: Garage Design Design ID: 329459126231 Estimated Price: \$26,548.55

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Helpful Hints for Garage Construction

- Studs are estimated 16 inches on center with single treated bottom plate and double top plate.
- For 10- and 12-foot-tall buildings studs should be cut for an approximate 10- or 12-foot plate height.
- If steel is estimated (Pro-Rib or Pro-Snap), the steel lengths should be verified based off the actual framing. Plate height (stud length), truss heel and other framing should be confirmed. Steel is estimated to the inch, make sure the lengths are accurate based on final overall building design.
- Trusses included are estimated at 2 feet on center spacing. The design is based on the zip code provided, design and loading should be verified.
- Trusses should not be cut or modified with the exception of trimming the truss tails to the correct overhang.
- The bottom chord is designed to support standard ceiling and insulation materials.
- Dropped end trusses are estimated with 18 inch and 24 inch gable overhangs.



Menards Building Checklist Planning

- Get a permit. Check restrictions, building codes or local zoning to make sure your design complies with all requirements.
- Contact local utilities to ensure construction will not disturb any electrical, cable or plumbing.
- If necessary, hire a professional to help with planning and construction.
- Consider site conditions including soil type, grade, and runoff before finalizing your design.
- Material estimates provided can be changed to meet your needs.
- Menards offers professional delivery of materials. Delivery is extra based on the distance from your local Menards store to your building site.
- Practice good safety habits, use PPE including eye protection & dust masks during construction.
- Make sure to follow good building practice and all manufacturer's instructions. Use all the hardware and fasteners recommended.

PAGE 28 Garage

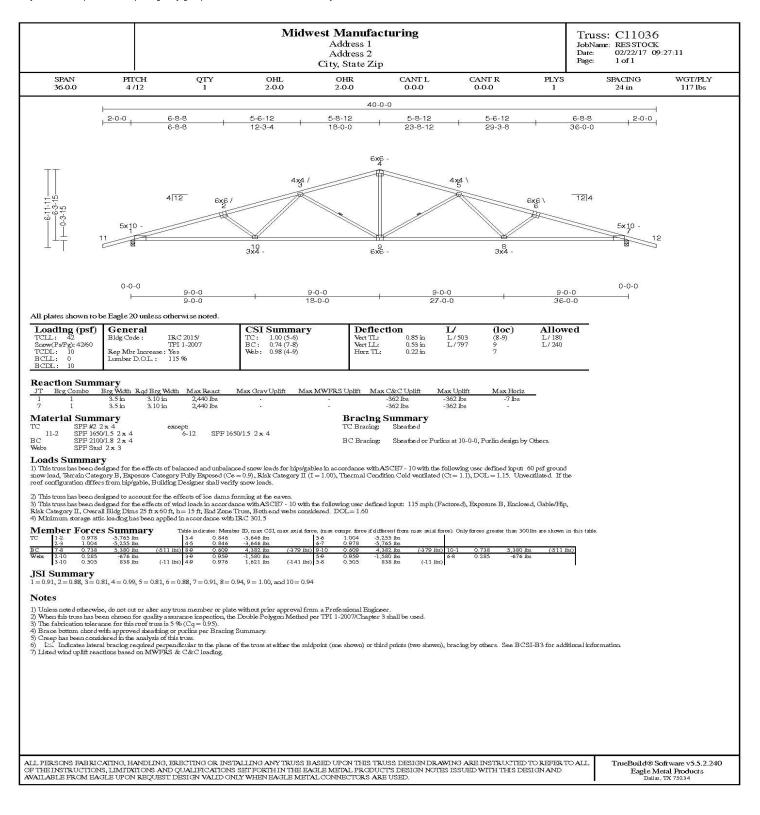
MENARDS'

Design&Buy[™]

GARAGE

Date: 9/06/2023 - 8:32 PM Design Name: Garage Design Design ID: 329459126231 Estimated Price: \$26,548.55

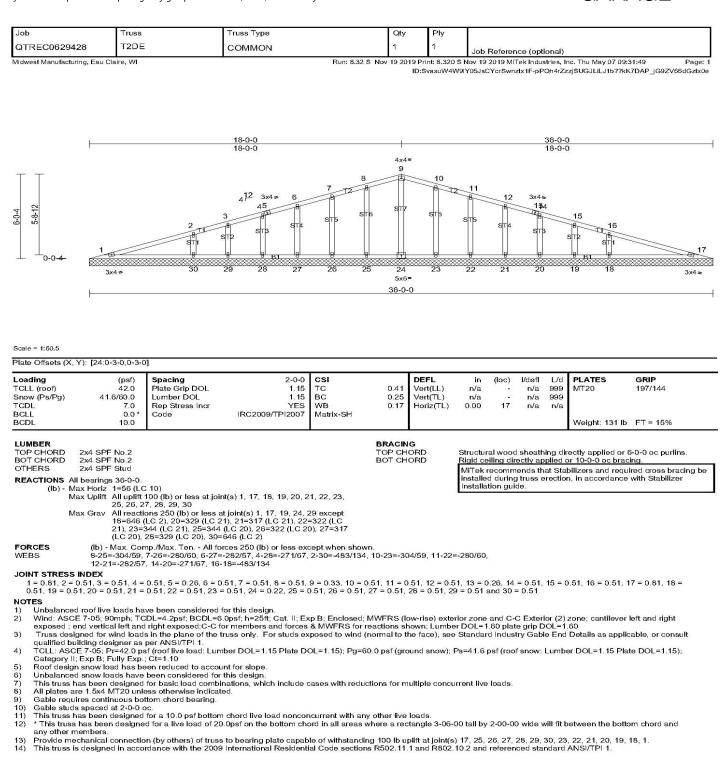
*Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.



PAGE 29 Garage

Date: 9/06/2023 - 8:32 PM Design Name: Garage Design Design ID: 329459126231 Estimated Price: \$26,548.55

*Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.



Continued on page 2



PAGE 30 Garage

Date: 9/06/2023 - 8:32 PM Design Name: Garage Design Design ID: 329459126231 Estimated Price: \$26,548.55

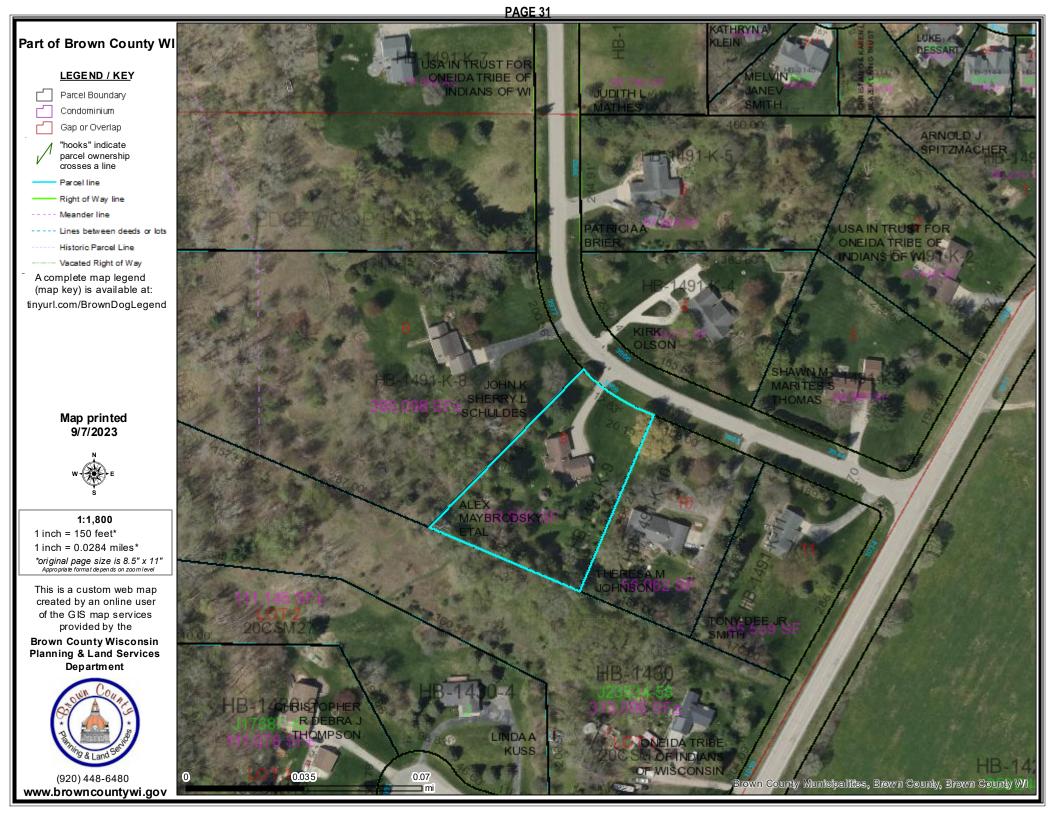
*Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.



	Job	Truss	Truss Type	Qty	Ply		
	QTREC0629428	T2DE	COMMON	1	1	Job Reference (optional)	
1	Midwest Manufacturing, Eau Claire, WI Run: 8.32 S Nov 19 2019 Print: 8.320 S Nov 19 2019 MiTek Industries, Inc. Thu May 07 09:31:49 Pa						Page: 2

LOAD CASE(S) Standard

n: 8.32 S Nov 19 2019 Print: 8.320 S Nov 19 2019 MiTek Industries, Inc. Thu May 07 09:31:49 Page: 2 ID:SvaxuW4W9IY05JsCYcrSwnzlx1F-pPQh4rZzzjSUGJLiLJ1b??kK7DAP_jG9ZV66dGzlx0e





TO: Planning & Zoning Commission

RE: CSM, 1231 Centennial Centre Blvd., HB-2488 & Fonda Fields Ct., HB-2486

FROM: Todd Gerbers, Director of Planning & Code Compliance

DATE: September 13, 2023

ISSUE: Consider a four lot CSM dividing two parcels into four separate parcels of 0.76, 0.45, 0.44, and 0.49 acres

GENERAL INFORMATION

- 1. Applicants/Agent: Vierbicher / Steve Bieda
- 2. Owner: Bay Partner Real Estate, LLC
- 3. Parcel(s): HB-2488 & HB-2486
- 4. Zoning: R-1: Residential District

ZONING REQUIREMENTS

The property owner currently has two parcels of 1.126 & 0.806 acres respectively and is proposing a four lot Certified Survey Map (CSM) that would create one additional new lot. This proposed CSM will establish four separate parcels of 0.76 (Lot 1), 0.45 (Lot 2), 0.44 (Lot 3), and 0.49 (Lot 4) acres respectively. The property is currently undeveloped and has a property zoning of R-1: Residential District.

These existing parcels of 1.126 & 0.806 acres are currently zoned R-1 which requires a minimum lot size of 12,000 square feet per parcel and minimum lot frontage of 100 feet. All four proposed lots meet or exceed these minimum requirements as proposed.

RECOMMENDATION/CONDITIONS

Staff recommends conditional approval as submitted noting that this would be approval for both the preliminary and final CSM should there be no adjustments to the final CSM subject to the following condition(s):

1. Payment of the required Park Fee of \$600.00 (two new lots)



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

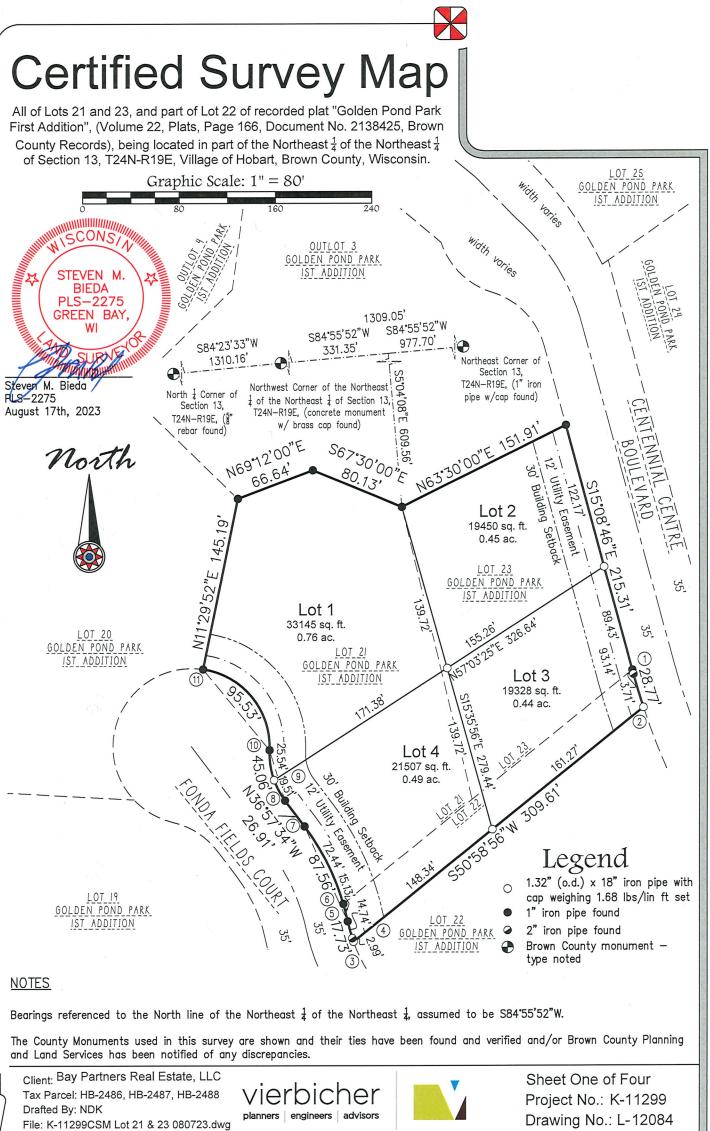
APPLICANT INFORMATION					
Petitioner:			Date:	08/0	17/23
Petitioner's Address:400 Security Blvd. STE 1	City: Green Bay	State:	WI	Zip:	54313
) Other Contact # or Email:				
Status of Petitioner (Please Check):	Representative 🗆 Tenant 🗆 Prospective Buyer				
Petitioner's Signature (required):	Ambel		Date:	8	107/23
OWNER INFORMATION	U				
Owner(s): Bay Partners Real Estate, LLC			Date:	08/0′	7/23
Owner(s) Address: P. O. Box 5921	City: De Pere	_State:	WI	Zip:	54115
)Other Contact # or Email:				
Ownership Status (Please Check): 🗆 Individual					
the property to inspect or gather other informatio tentative and may be postponed by the Neighbor	age officials and/or employees may, in the performance n necessary to process this application. I also understan nood Services Department for incomplete submissions of	d that al or other a	ll mee [.] admin	ting d istrati	lates are ive
SITE INFORMATION	nnial Centre Blyd, and Fonda Fields Court		HF	3-248	6, HB-2487, 8
Address/Location of Proposed Project:	F	Parcel N	0		
Proposed Project Type:Four Lot CSM					
Current Use of Property: Wooded vacant land		_Zoning	g:		
Land Uses Surrounding Site: North:					
South:R-1	· · · 아이크 · · · · · · · · · · · · · · · · · · ·				
B-1 East:		×.			
West: R-1			94 5		

**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

1



400 Security Blvd Ste 1, Green Bay, WI, (920) 434-9670

Data File: K-11299CC.txt

Drawing No.: L-12084 Fieldwork Completed: XX/XX/XX



Certified Survey Map

All of Lots 21 and 23, and part of Lot 22 of recorded plat "Golden Pond Park First Addition", (Volume 22, Plats, Page 166, Document No. 2138425, Brown County Records), being located in part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 13, T24N-R19E, Village of Hobart, Brown County, Wisconsin.

SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS-2275, do hereby certify that I have surveyed, divided and mapped all of Lots 21 and 23, and part of Lot 22 of recorded plat "Golden Pond Park First Addition", (Volume 22, Plats, Page 166, Document No. 2138425, Brown County Records), being located in part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 13, T24N-R19E, Village of Hobart, Brown County, Wisconsin, more fully described as follows:

Commencing at the Northeast Corner of Section 13, T24N-R19E; thence S8455'52"W, 977.70 feet along the North line of the Northeast $\frac{1}{4}$ of said Section 13; thence S5'04'08"E, 609.56 feet to the Point of Beginning; thence N63'30'00"E, 151.91 feet along the North line of Lot 23 of recorded plat "Golden Pond Park First Addition", (Volume 22, Plats, Page 166, Document No. 2138425, Brown County Records); thence S15'08'46"E, 215.31 feet along the East line of said Lot 23 and the West right of way of Centennial Centre Boulevard; thence 28.77 feet along said West right of way being the arc of a 552.14 foot radius curve to the Left whose long chord bears S16'38'20"E, 28.77 feet; thence S50'58'56"W, 309.61 feet; thence 17.73 feet along the East right of way of Fonda Fields Court being the arc of a 130.00 foot radius curve to the Right whose long chord bears N15'47'03"W, 17.72 feet; thence 87.56 feet along said East right of way being the arc of a 200.00 foot radius curve to the Left whose long chord bears N17'06'07"W, 86.87 feet; thence N36'57'34"W, 26.91 feet along said East right of way and also being a Westerly line of Lot 21 of said plat; thence 45.06 feet along said East right of way being the arc of a 65.00 foot radius curve to the Left whose long chord bears N17'06'07"W, 44.16 feet; thence 95.53 feet along said East right of way being the arc of a 65.00 foot radius curve to the Left whose long chord bears N17'06'07"W, 44.16 feet; thence 95.53 feet along said East right of way being the arc of a 65.00 foot radius curve to the Left whose long chord bears N17'06'07"W, 44.16 feet; thence 95.53 feet along said East right of way being the arc of a 65.00 foot radius curve to the Left whose long chord bears N17'06'07"W, 44.16 feet; thence 95.53 feet along said East right of way being the arc of a 65.00 foot radius curve to the Left whose long chord bears N17'06'07"W, 44.16 feet; thence 95.53 feet along said East right of way being the arc of a 65.00 foot radius curve to the Left whose long chord bears N39'20'46"W, 87.

Parcel contains 93,429 square feet / 2.14 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.



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

Date

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 Brown County Treasurer

Project No.: K-11299 Drawing No.: L-12084 Sheet Two of Four



All of Lots 21 and 23, and part of Lot 22 of recorded plat "Golden Pond Park First Addition", (Volume 22, Plats, Page 166, Document No. 2138425, Brown County Records), being located in part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 13, T24N-R19E, Village of Hobart, Brown County, Wisconsin.

CERTIFICATE OF THE VILLAGE OF HOBART

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

Katrina Bruecker Village Clerk

NOTES

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 of Hobart has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation—related activities.

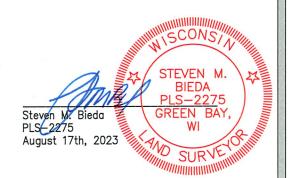
RESTRICTIVE COVENANTS

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.

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1-2	28.77'	552.14'	28.77'	S16'38'20"E	2 ° 59'09"	_
3-5	17.73'	130.00'	17.72'	N15'47'03"W	7*48'58"	—
3-4	2.99'	130.00'	2.99'	N19'01'58"W	1 ° 19'07"	-
4-5	14.74'	130.00'	14.73'	N15°07'30"W	6 ° 29'51"	
5-7	87.56'	200.00'	86.87'	N24°25'00"W	25°05'07"	—
5-6	15.13'	200.00'		N14°02'26"W	4'20'04"	<u> </u>
6-7	72.44'	200.00'	72.04'	N26'35'02"W	20°45'07"	_
8-10	45.06'	65.00'	44.16'	N17 ° 06'07"W	39°42'59"	<u> </u>
8-9	19.51'	65.00'	19.44'	N28°21'34"W	17"12'05"	_
9-10	25.54'	65.00'	25.38'	N8'30'04"W	22°30'54"	<u> </u>
10-11	95.53'	65.00'	87.16'	N39°20'46"W	84"12'13"	_

Curve Data





Certified Survey Map

All of Lots 21 and 23, and part of Lot 22 of recorded plat "Golden Pond Park First Addition", (Volume 22, Plats, Page 166, Document No. 2138425, Brown County Records), being located in part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 13, T24N-R19E, Village of Hobart, Brown County, Wisconsin.

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

Bay Partners Real Estate LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that said limited liability company caused the easements to be granted and the land on this Certified Survey Map to be surveyed, divided, dedicated, and mapped as represented hereon. Bay Partners Real Estate LLC does further certify that this Certified Survey Map is required to be submitted to the Brown County Planning Commission and the Village of Hobart for approval or objection in accordance with current Land Subdivision Ordinances.

In Witness Whereof, the said Bay Partners Real Estate LLC has caused these presents to be signed by _____ its Member, on this ____ day of ______, 20___.

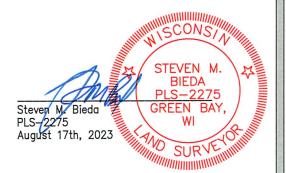
Mike Deprey

Member

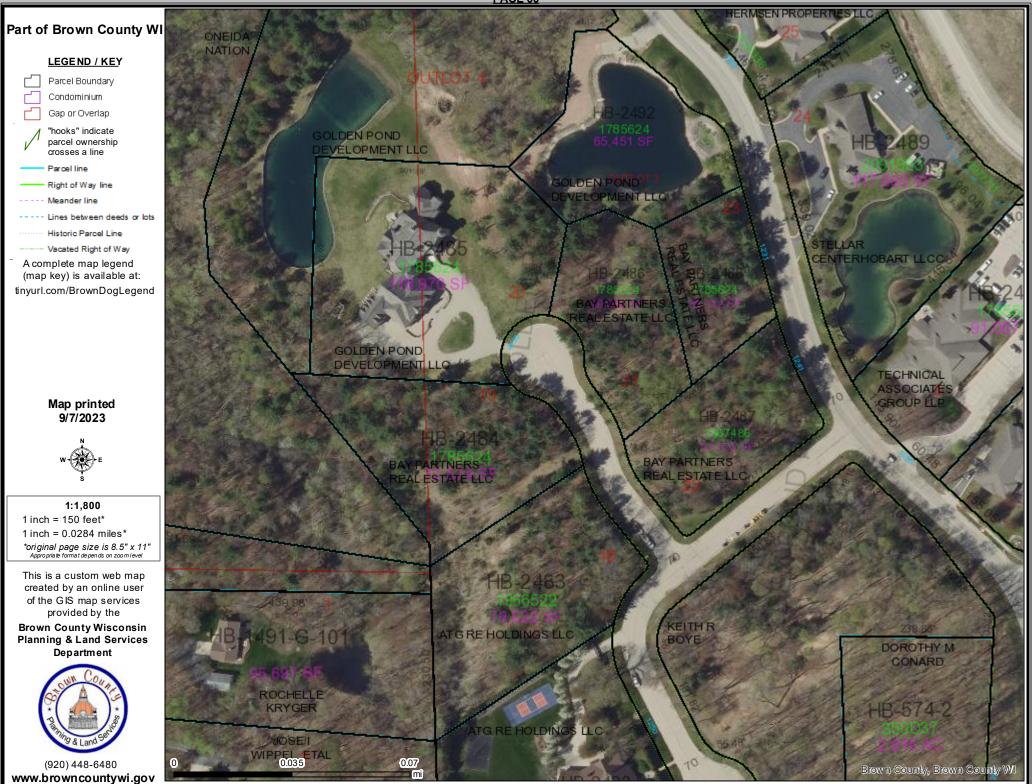
Personally came before me this _____ day of ______, 20__, the above named Member of said Limited Liability Company and acknowledged that he executed the foregoing instrument as such Member as the deed of said Limited Liability Company, by its authority.

Notary Public Brown County, Wisconsin My Commission Expires _____

STATE OF WISCONSIN]] SS COUNTY OF BROWN]



PAGE 38





TO: Planning & Zoning Commission

RE: CSM, 1241 Centennial Centre Blvd., HB-2487

FROM: Todd Gerbers, Director of Planning & Code Compliance

DATE: September 13, 2023

ISSUE: Consider a two lot CSM dividing one parcel into two separate parcels of 0.51 acres each

RECOMMENDATION: Staff recommends conditional approval

GENERAL INFORMATION

- 1. Applicants/Agent: Vierbicher / Steve Bieda
- 2. Owner: Bay Partner Real Estate, LLC
- 3. Parcel: HB-2487
- 4. Zoning: R-1: Residential District

ZONING REQUIREMENTS

The property owner currently has one parcel of 1.229 acres and is proposing a two lot Certified Survey Map (CSM) that would create one additional new lot. This proposed CSM will establish two separate parcels of 0.51 acres for each lot. The property is currently undeveloped and has a property zoning of R-1: Residential District.

This existing 1.229-acre parcel is currently zoned R-1 which requires a minimum lot size of 12,000 square feet per parcel and minimum lot frontage of 100 feet. Both proposed lots meet or exceed these minimum requirements as proposed.

RECOMMENDATION/CONDITIONS

Staff recommends conditional approval as submitted noting that this would be approval for both the preliminary and final CSM should there be no adjustments to the final CSM subject to the following condition(s):

1. Payment of the required Park Fee of \$300.00 (one new lot)

PAGE 40



D 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

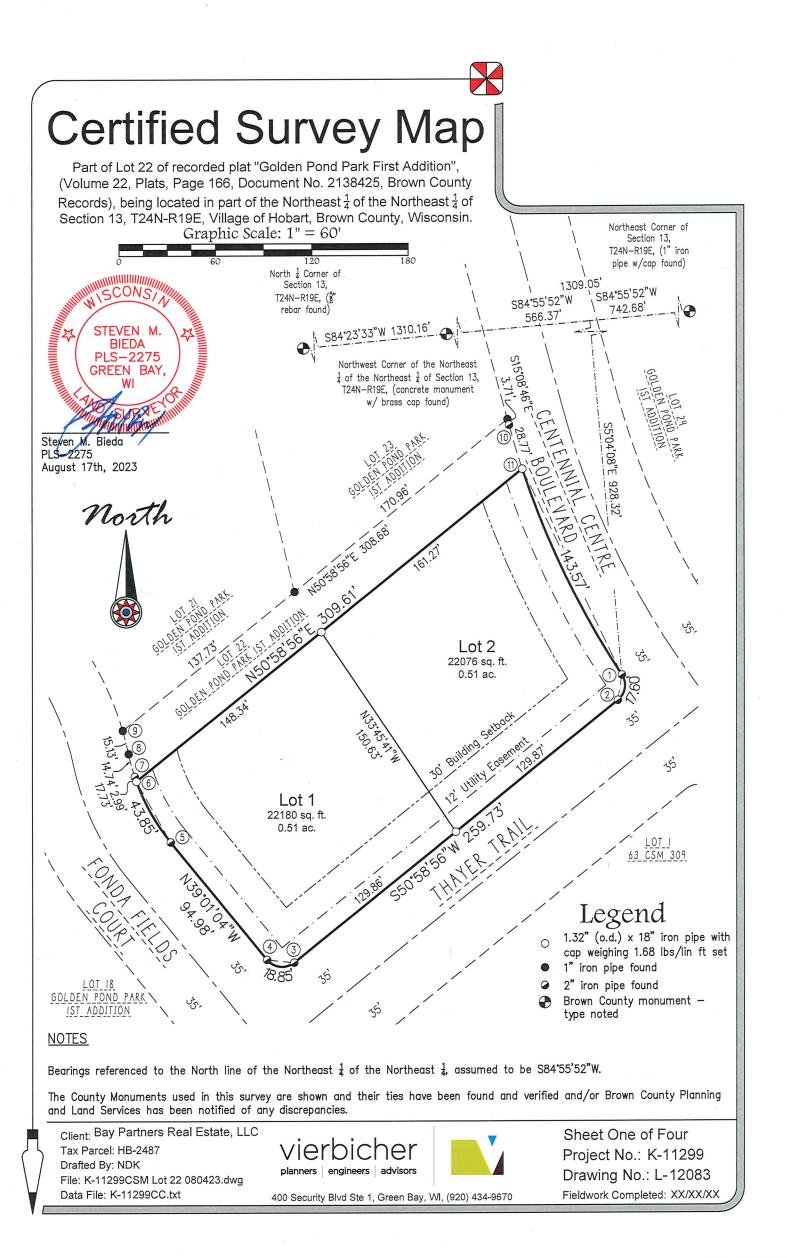
	Date:	08/07/23
Green Bay	State: WI	Zip: <u>54313</u>
Other Contact # or Email:	sbie@vierbi	cher.com
	Date:	<u>8/07/23</u>
	Date:	08/07/23
oplication. I also understand r incomplete submissions of	d that all mee r other admin Date:	ting dates are distrative $\frac{3/2v/23}{2}$
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	_ Other Contact # or Email: _ Prospective Buyer _ De Pere _ Other Contact # or Email: Corporation ees may, in the performance pplication. I also understance or incomplete submissions o 	Green Bay State: WI Other Contact # or Email: sbie@vierbi Prospective Buyer Date: Date:

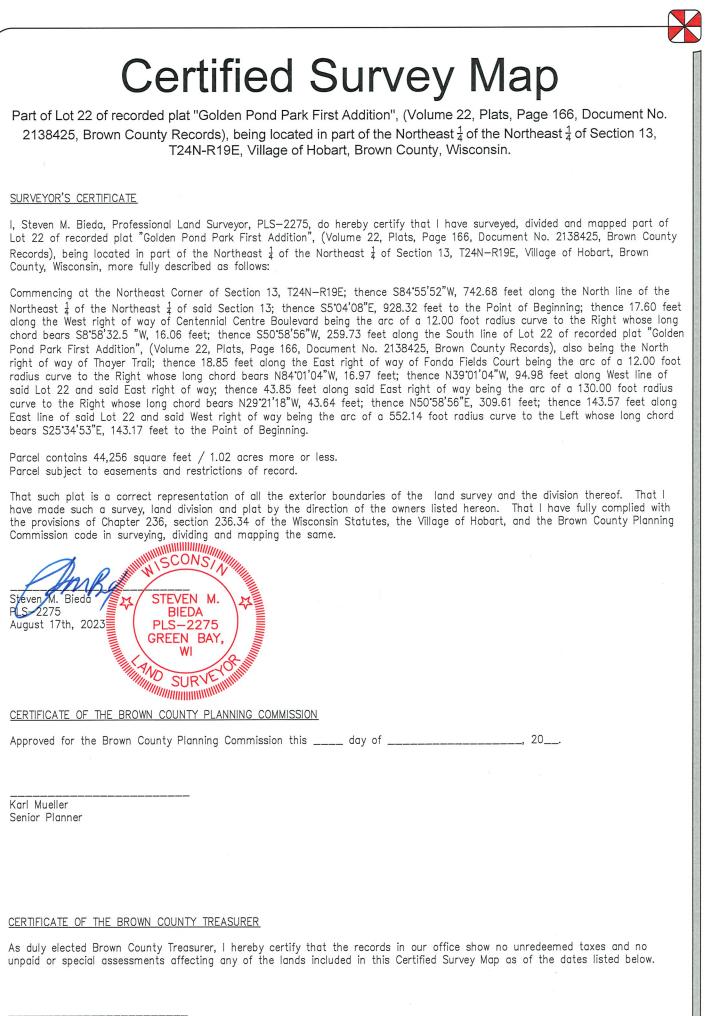
**Please note that a meeting notice will be mailed to all abutting property owners regarding your request prior to any Public Hearing.

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

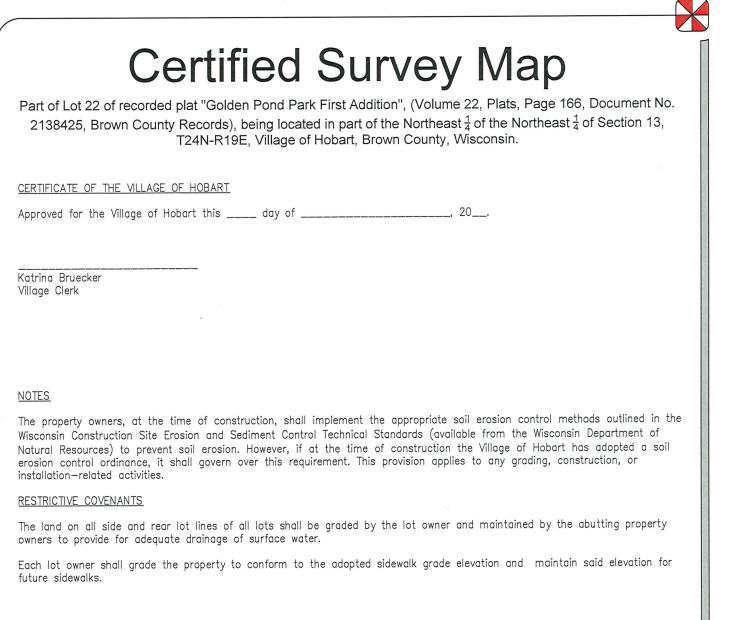
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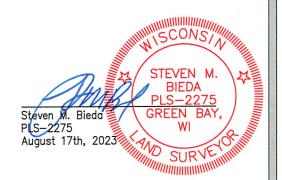
Paul D. Zeller Date Brown County Treasurer

Project No.: K-11299 Drawing No.: L-12083 Sheet Two of Four



CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1-2	17.60'	12.00'	16.06'	S8'58'32.5"W	84 ° 00'47"	_
3-4	18.85'	12.00'	16.97'	N84°01'04"W	90'00'00"	_
5-6	43.85'	130.00'	43.64'	N29°21'18"W	19"19'32"	_
6-8	17.73'	130.00'	17.72'	N15 * 47'03"W	7*48'58"	_
6-7	2.99'	130.00'	2.99'	N19°01'58"W	1 °19' 07"	_
7–8	14.74'	130.00'	14.73'	N15°07'30"W	6 ° 29'51"	_
8–9	15.13'	200.00'	15.13'	N14°02'26"W	4 ° 20'04"	_
10-11	28.77 '	552.14'	28.77'	S16'38'20"E	2 * 59'09"	_
11-1	143.57'	552.14'	143.17'	S25'34'53"E	14°53'56"	-

Curve Data



Drawing No.: L-12083 Sheet Three of Four Project No.: K-11299



Certified Survey Map

Part of Lot 22 of recorded plat "Golden Pond Park First Addition", (Volume 22, Plats, Page 166, Document No. 2138425, Brown County Records), being located in part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 13, T24N-R19E, Village of Hobart, Brown County, Wisconsin.

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

Bay Partners Real Estate LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that said limited liability company caused the easements to be granted and the land on this Certified Survey Map to be surveyed, divided, dedicated, and mapped as represented hereon. Bay Partners Real Estate LLC does further certify that this Certified Survey Map is required to be submitted to the Brown County Planning Commission and the Village of Hobart for approval or objection in accordance with current Land Subdivision Ordinances.

In Witness Whereof, the said Bay Partners Real Estate LLC has caused these presents to be signed by _ its Member, on this ____ day of _____, 20__.

Mike Deprey

Member

Personally came before me this _____ day of _____, 20__, the above named Member of said Limited Liability Company and acknowledged that he executed the foregoing instrument as such Member as the deed of said Limited Liability Company, by its authority.

Notary Public Brown County, Wisconsin My Commission Expires _____

STATE OF WISCONSIN]] SS COUNTY OF BROWN]

CONS STEVEN M BIEDA Steven M. Bieda PLS-2275 WI August 17th, 2023 VD SURVY

Project No.: K-11299 Drawing No.: L-12083 Sheet Four of Four



TO: Planning & Zoning Commission

RE: CUP for Parcel HB-550-3, 4758 Forest Rd. for the final plan for the Planned Development Overlay District

FROM: Todd Gerbers, Director of Planning & Code Compliance

DATE: September 13, 2023

ISSUE: Consider a request for a Conditional Use Permit (CUP) on parcel HB- HB-550-3, 4758 Forest Rd. for the final plan for the Planned Development Overlay District

RECOMMENDATION: Staff recommends conditional approval

GENERAL INFORMATION

- 1. Applicants/Agent: Mau & Associates, LLP (Steve Bieda)
- 2. Owner: KES Excavating / Village of Hobart
- 3. Parcel: HB-550-3
- 4. Current Zoning: R-1: Residential District with a R-7: Planned Unit Development Overlay District

ZONING REQUIREMENTS

The Applicant, on behalf of their client, is requesting the review for a Conditional Use Permit (CUP) for the final plan of the Planned Development Overlay District (PDD) on the property located 4758 Forest Rd. (parcel HB-550-3). The PDD is proposed to include five (5) separate lots for detached single-family dwellings and one (1) outlot for stormwater management along with a private drive from Forest Rd. to serve the development. This property received the R-1: Residential District base zoning with the R-7: Planned Development Overlay District back in September 2022 with the preliminary plans being reviewed back in June 2023. The applicant is now bringing forward the final plans for the PDD for the proposed single-family residential development.

All six (6) lots (5 buildable and 1 outlot) have frontage on a public roadway, however, access from that roadway (Centennial Centre Blvd.) is restricted due to the grade differential, which is noted on the plat. Therefore, access to this development will be from a common driveway from Forest Rd. With the WDOT still maintaining ownership of right-of-way adjacent to this parcel, the developer shall receive approval from the WDOT to install the driveway connection to Forest Rd. The private driveway as drawn is looped to not only allow better access to the individual units, but also is required for access for emergency vehicles. This driveway is drawn at 20' in the narrowest area and approved by the Fire Department. The PDD allows for flexibility in the lot sizes and the five (5) lots as proposed are narrower in width and two (2) are slightly smaller in area than what is required by the base zoning. As for the utilities, the site will be serviced by municipal water and sanitary sewer. The proposed private fire hydrant location shall be approved by the Village Fire Chief.

As for the residential dwellings, they are planned to be around 1,400 square feet of finished area with two stall attached garages. Village Staff is working with the applicant to gather greater details on the proposed dwellings which will be either brought to the meeting or provided during the review of the final plans for the PDD.

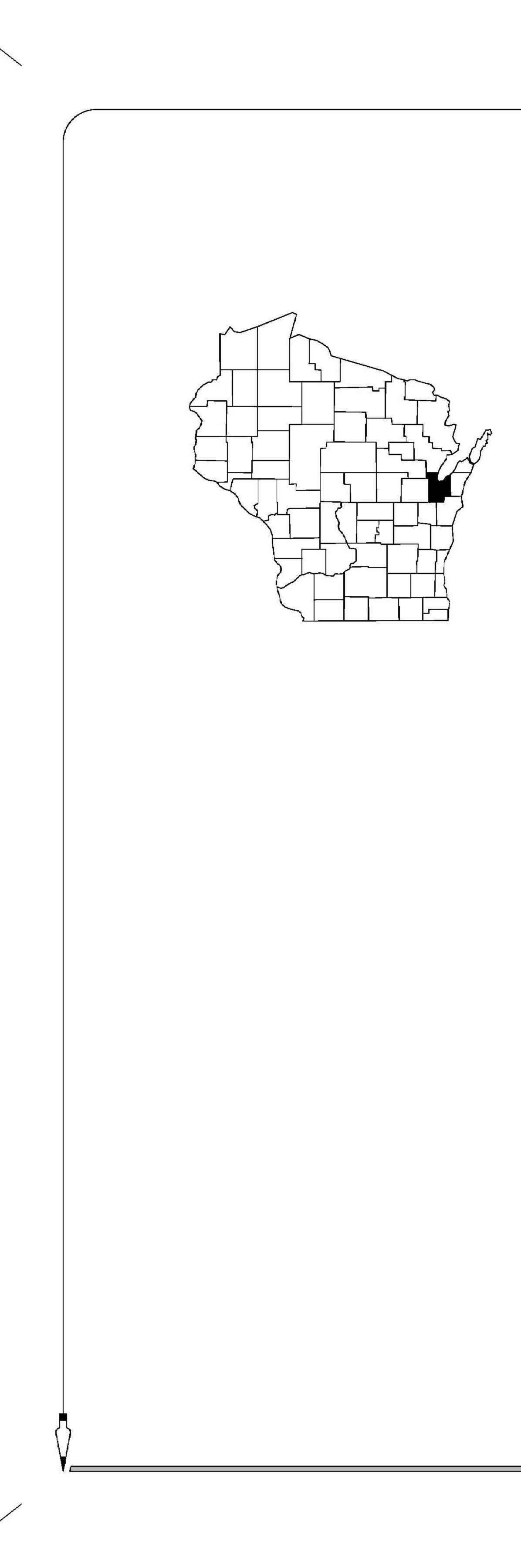
<u>PAGE 46</u>

The developer has established a restrictive covenant to coordinate maintenance of amenities and properties as outlined within the HOA documents. Such document shall be recorded with Brown County and a copy of the recorded document shall be supplied to the Village with the Village being involved with any future modifications to the document as it relates to maintenance of amenities or issues directly addressed in this ordinance. The requirements established within the document shall be enforced by the developer and/or the property owners (association).

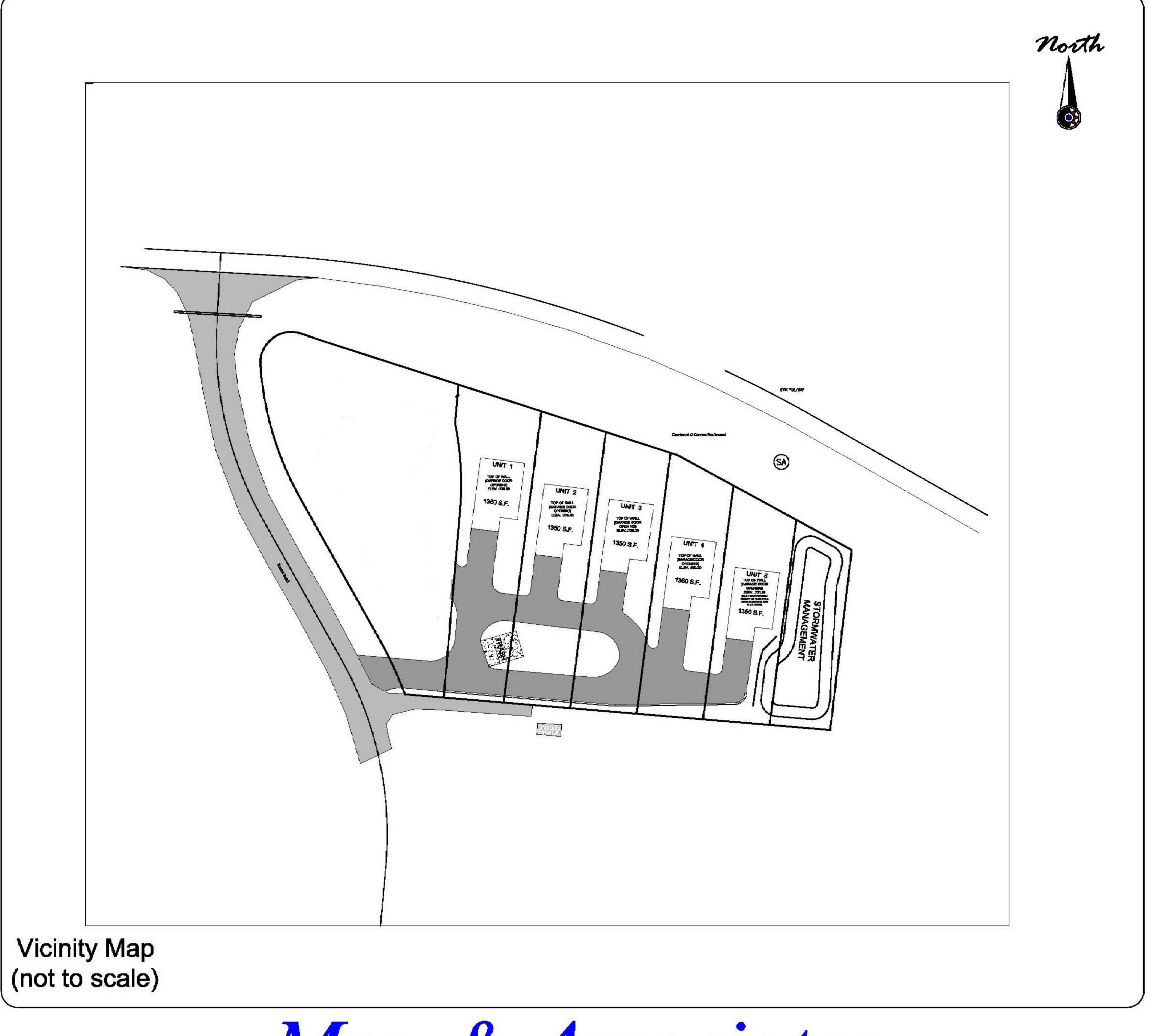
RECOMMENDATION/CONDITIONS

Staff recommends conditional approval of the final plan for the Conditional Use Permit for the PDD Overlay as submitted subject to the following conditions:

- 1. Private driveway shall be maintained as a fire lane and identified as such with markings as approved by both the Fire Department and Police Department
- 2. Location of private fire hydrant shall be approved by the Village Fire Chief
- 3. Restrictive covenants document shall be recorded with Brown County with a copy of the recoded document submitted to and on file with the Village
- 4. Details of the dumpster enclosure shall be presented to the Village for review and approval



KES EXCAVATING SERVICES FOREST ROAD RESIDENTIAL VILLAGE OF HOBART





PROJECT INFORMATION

OWNER(S):

KES EXCAVATING SERVICES

PROJECT NAME: FOREST ROAD RESIDENTIAL

PROJECT DESCRIPTION:

5 SINGLE FAMILY RESIDENTIAL UNITS AND STORMWATER MANAGEMENT, (WITH THE POSSIBILITY OF FUTURE BUILDING)

PROJECT LOCATION: 4758 FOREST ROAD

PARCEL NUMBER(S):

HB-550-3

CONTACT INFORMATION

OWNER(S):

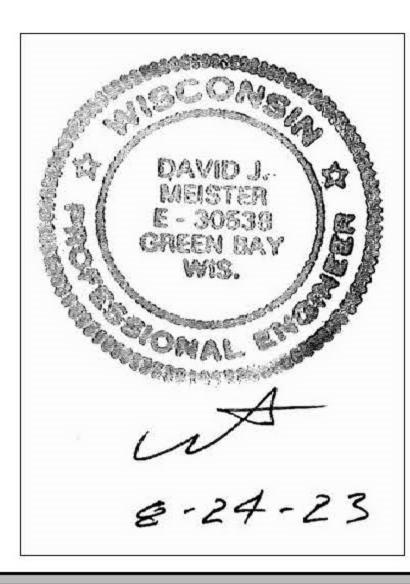
KES EXCAVATING SERVICES ATTN.: KYLE STANKEVITZ 1262 CAMBER CT. HOBART, WI 54115

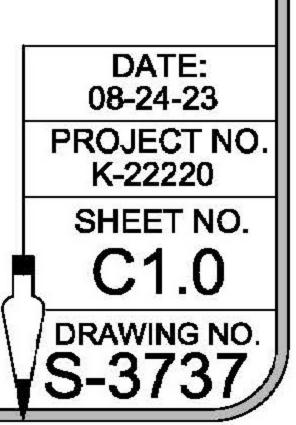
ENGINEER:

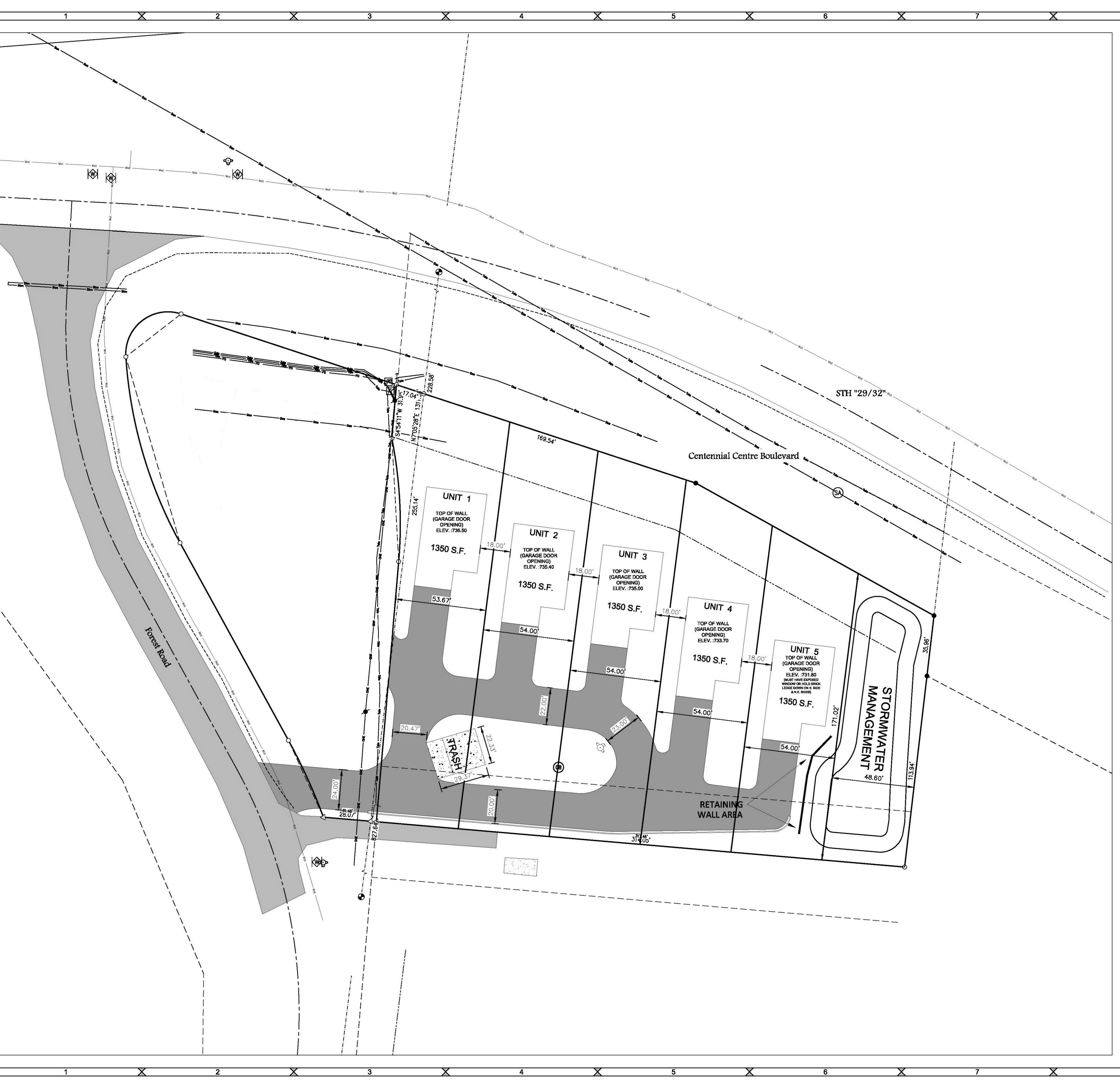
MAU & ASSOCIATES, LLP CONTACT: DAVID J. MEISTER, P.E. PH.: 920-434-9670 400 SECURITY BLVD. GREEN BAY, WI 54313

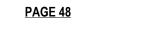
SHEET INDEX:

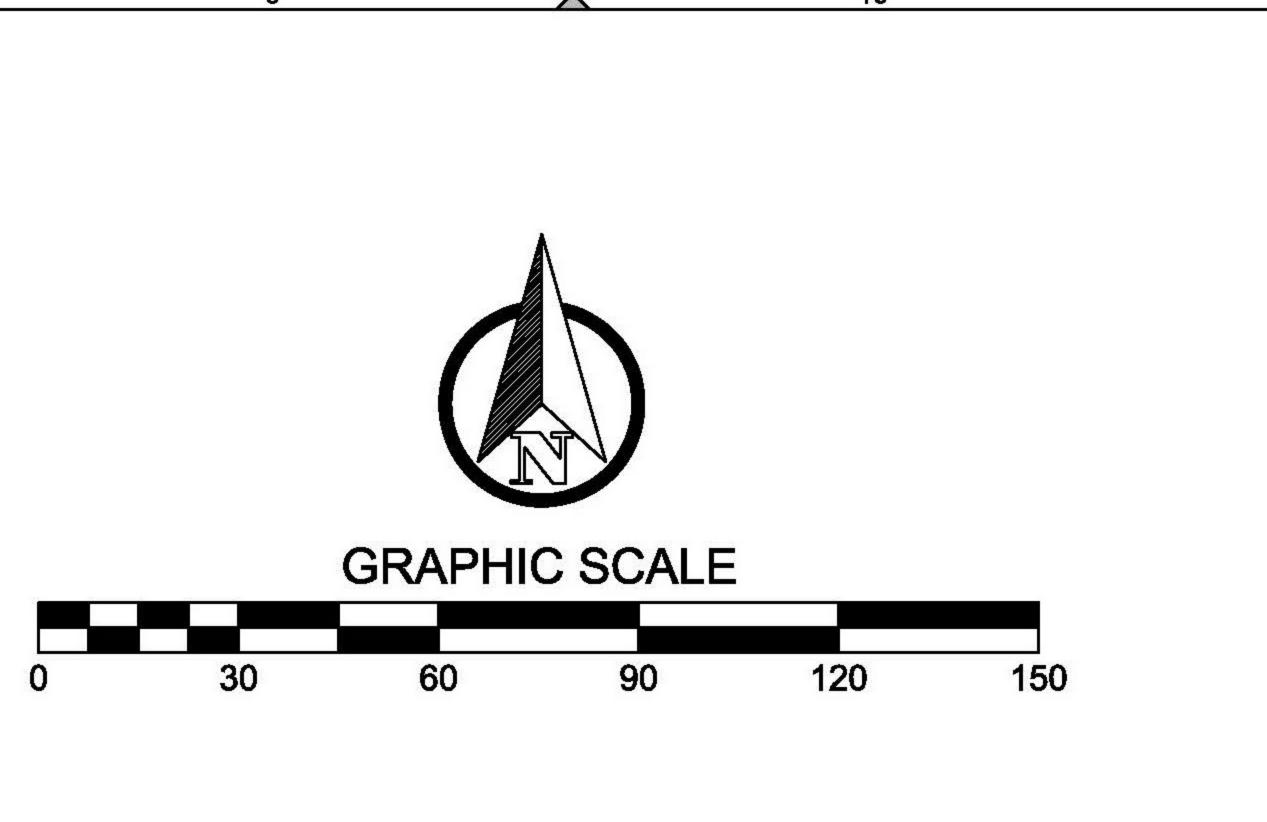
<u>7/4753</u>
TITLE SHEET
SITE LAYOUT PLAN
EROSION CONTROL PLAN
GRADING PLAN
SITE UTILITY PLAN
BIO-FILTER DETAILS
NOTES & DETAILS
EXISTING WATERSHED
PROPOSED WATERSHED
SITE SURVEY



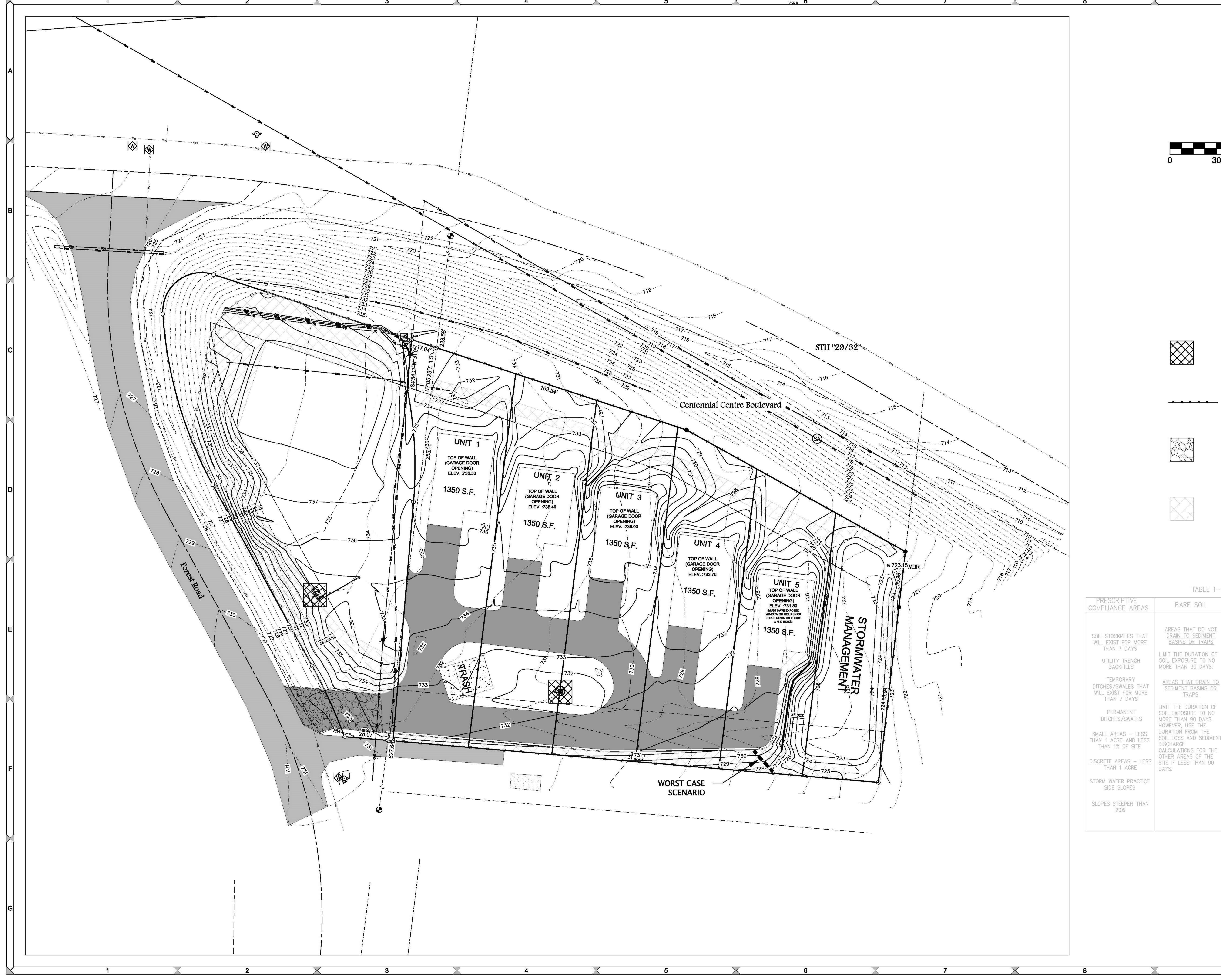




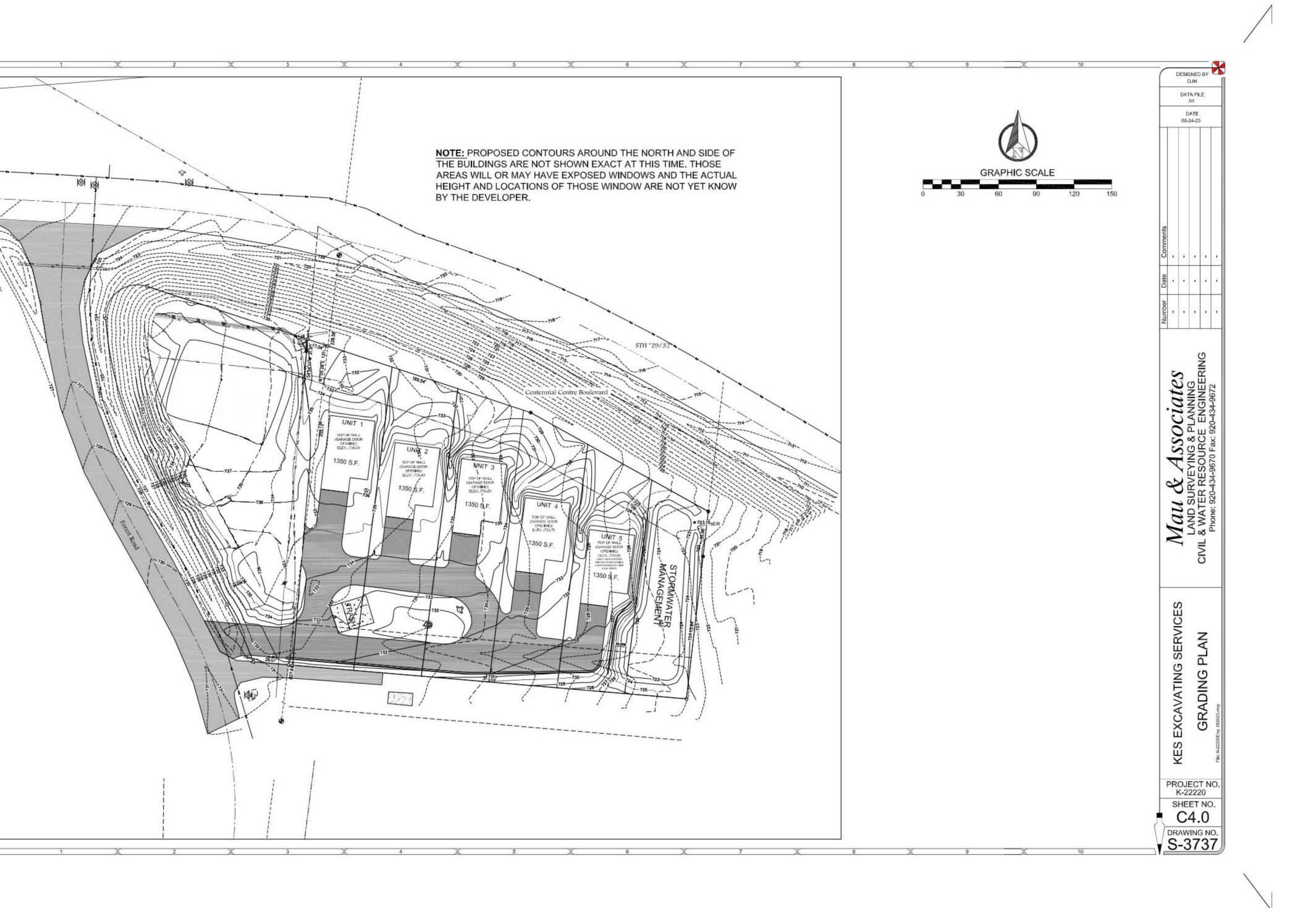


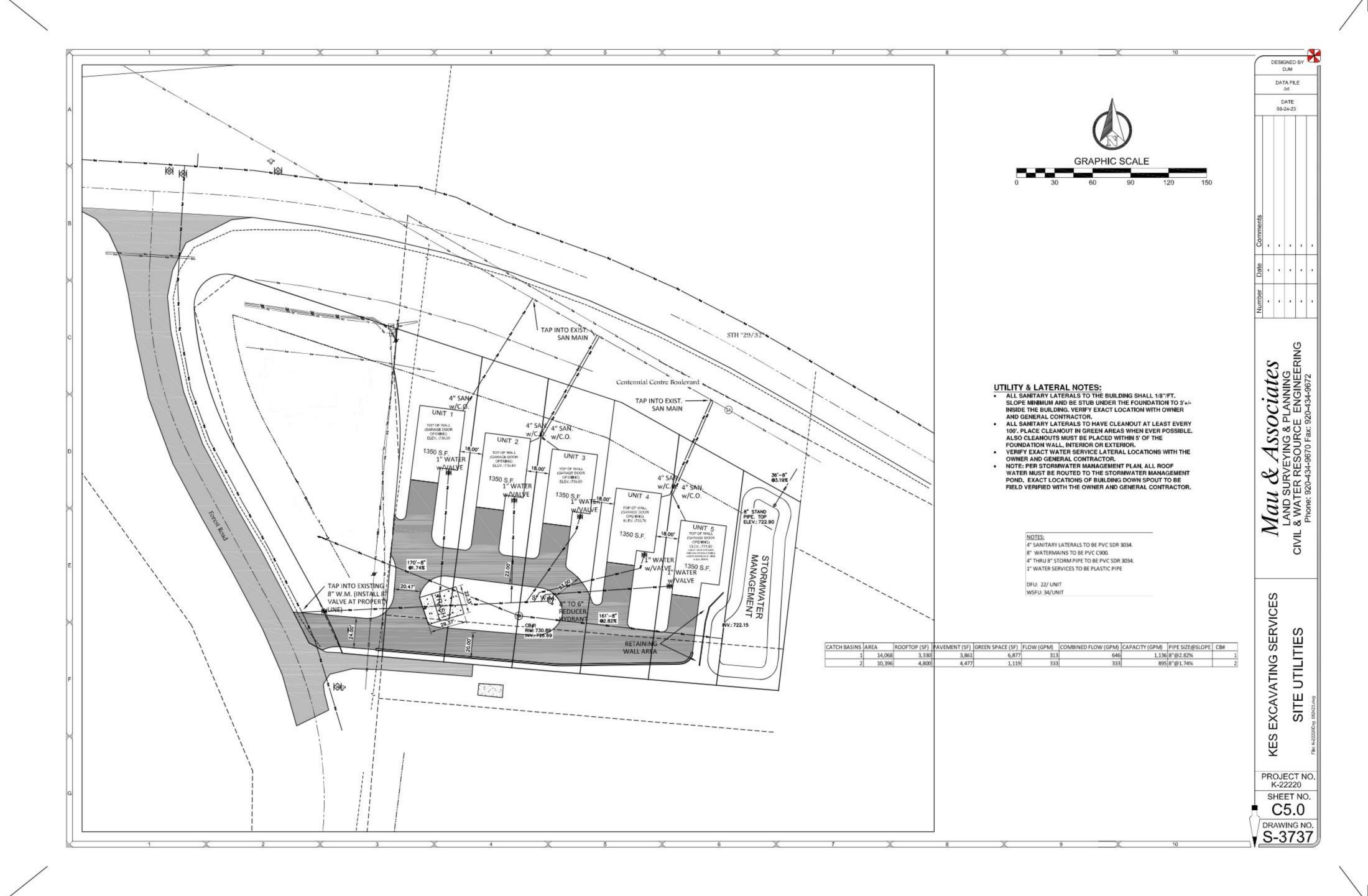


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		08-24-23				
150	Comments					
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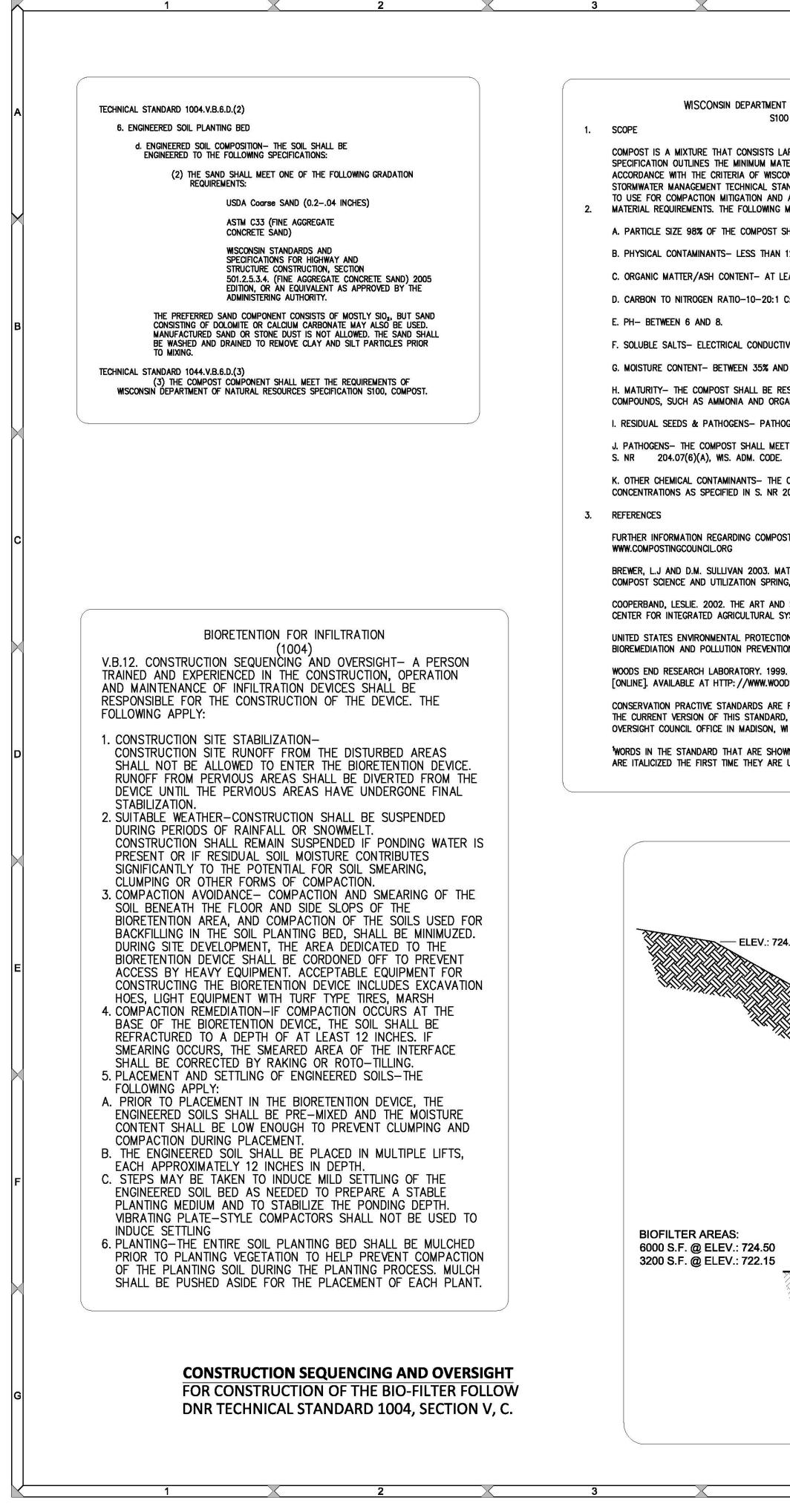


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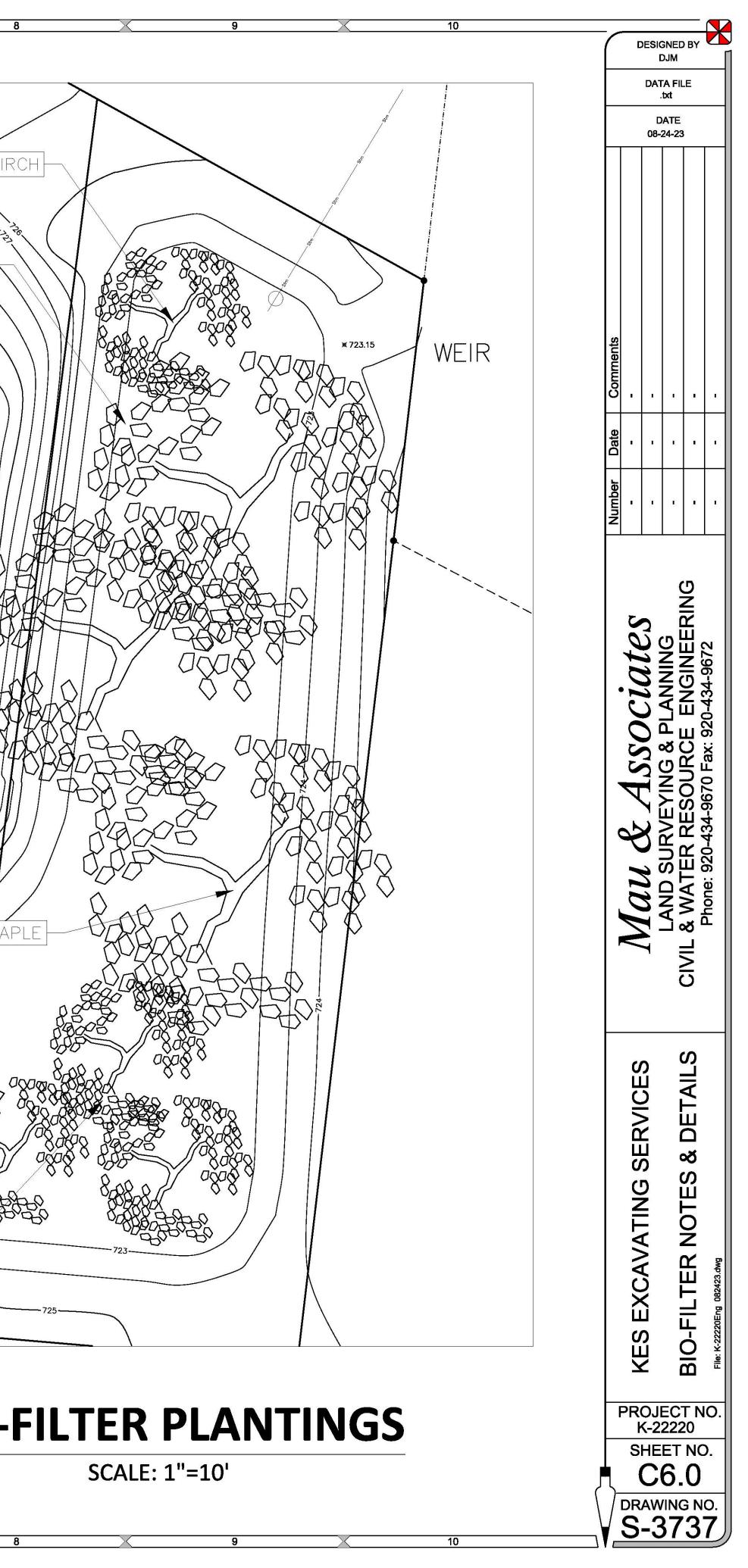


<u>PAGE 51</u>



<u>PAGE 52</u>

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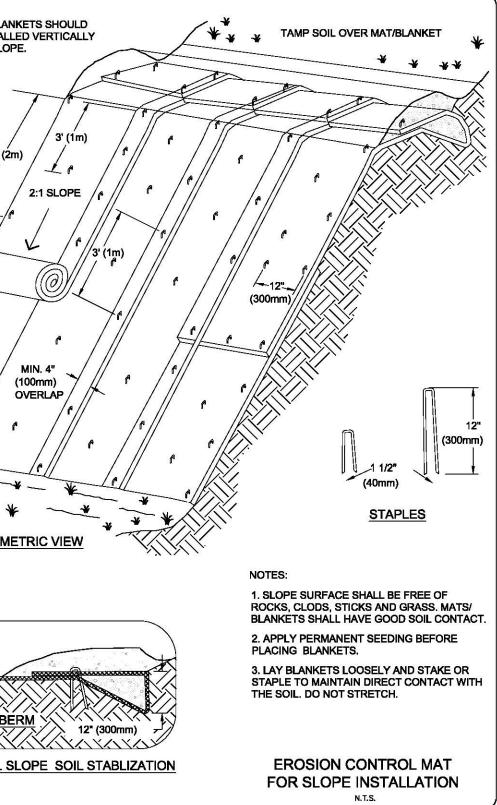
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	EDITION) SHALL BE REFERENCED. EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN PLACE	ROADWAY
	PRIOR TO DISTURBING THE SITE. CONTRACTORS SHALL MINIMIZE THE DURATION AND SIZE OF DISTURBED AREAS TO THE MAXIMUM EXTENT PRACTICABLE. EROSION AND SEDIMENT CONTROL PRACTICES	
	PROPOSED FOR THIS PROJECT ARE DESCRIBED AS FOLLOWS:	
	SEDIMENT TRACKING FROM CONSTRUCTION SITE:	SECTION A-A
X	STONE TRACKING PAD(S) - TECHNICAL STANDARD 1057	
	STONE TRACKING PADS WILL BE INSTALLED AT ENTRANCES SHOWN ON THE SITE. TRACKING PADS SHALL BE IN PLACE PRIOR TO LAND DISTURBING ACTIVITIES.	ADMMAY STATE
	WASH WATER FROM VEHICLE AND WHEEL WASHING SHALL BE TREATED BEFORE ENTERING WATERS	
	OF THE STATE. STREET SWEEPING/CLEANING	
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в	WORK DAY UNLESS THE SEDIMENT PRESENTS A HAZARD. SEDIMENT PRESENTING A HAZARD MUST BE CLEANED UP IMMEDIATELY.	MIN. 50' LENGTH AND FULL WIDTH OF EGRESS
	SEDIMENT CARRIED OFF-SITE BY OVERLAND FLOW OR RUNOFF:	
	SILT FENCE - TECHNICAL STANDARD 1056	
	SILT FENCE WILL BE INSTALLED DOWN-SLOPE OF ALL DISTURBED AREAS OF THE SITE. THE FENCE SHALL BE INSTALLED ALONG THE CONTOURS AND BE IN-PLACE PRIOR TO LAND DISTURBING	DIVERSION RIDGE (REQUIRED WHERE GRADE GRADE EXCEEDS 2%)
		PLAN VIEW
\cap	 SEEDING - TECHNICAL STANDARD 1059; MULCHING - TECHNICAL STANDARD 1058 DISTURBED AREAS OF THE SITE SHALL BE SEEDED AND MULCHED AS SOON AS THEY ARE BROUGHT 	
	TO FINISHED GRADE. IN ADDITION, ANY STOCK PILES IN PLACE FOR 7 DAYS OR MORE SHALL BE	
	SEEDED AND MULCHED. NON-CHANNEL EROSION MAT - TECHNICAL STANDARD 1052 	NOTES:
	EROSION CONTROL MAT SHALL BE PLACED AS SHOWN ON THE PLANS, AND/OR AS DETERMINED IN	1. SURFACE WATER MUST BE DIVERTED AROUND OR UNDER THE TRACKING PAD. TO DIVERT SURFACE WATER UNDER THE TRACKING PAD, INSTALL CULVERT WITH A MINIMUM 18" COVER
с	THE FIELD, TO PROTECT THE DISTURBED SLOPES FROM EROSION. NON-CHANNEL EROSION MAT SHALL BE INSTALLED AS SOON AS THE SLOPE HAS BEEN BROUGHT TO FINISHED GRADE.	2. ROCKS LODGED IN TIRES MUST BE REMOVED PRIOR TO LEAVING THE SITE.
	 CONSTRUCTION SITE DIVERSION - TECHNICAL STANDARD 1066 	3. TRACKING PADS SHALL BE INSTALLED AND MAINTAINED AT ALL EGRESS POINTS FROM THE
	WHERE POSSIBLE, THE SITE WILL BE GRADED SUCH THE RUNOFF FROM UNDISTURBED AREAS IS ROUTED AROUND DISTURBED AREAS OF THE SITE.	4. SEDIMENT TRACKED ONTO A ROAD SHALL BE REMOVED BY THE END OF THE WORKING DA THE TRACKED SEDIMENT PRESENTS A HAZARD IT SHALL BE REMOVED IMMEDIATELY.
	SEDIMENT CARRIED OFF-SITE BY DEWATERING OPERATIONS:	5. TRACKING PADS SHALL BE MAINTAINED BY SCRAPING OR TOP-DRESSING WITH ADDITIONAL AGGREGATE. A MINIMUM 12" PAD SHALL BE MAINTAINED.
	DEWATERING - TECHNICAL STANDARD 1061	
\times	DEWATERING IS NOT ANTICIPATED FOR THIS PROJECT. IF IT IS REQUIRED, DEWATERING SHALL BE IN ACCORDANCE WITH THE DEWATERING TECHNICAL STANDARD. ANY NECESSARY PERMITS SHALL BE	
	OBTAINED PRIOR TO DEWATERING OPERATIONS TAKE PLACE.	STONE TRACKING PAD
	 SEDIMENT ENTERING STORM DRAIN INLETS: STORM DRAIN INLET PROTECTION - TECHNICAL STANDARD 1060 	N.T.S.
	ALL INLETS, PROPOSED AND EXISTING, ACCEPTING RUNOFF FROM DISTURBED AREAS OF THE SITE	
	SHALL HAVE INLET PROTECTION INSTALLED PRIOR TO LAND DISTURBING ACTIVITY WITHIN THE AREA DISCHARGING TO THE INLET.	
D	SEDIMENT BEING CARRIED OFF-SITE BY WIND:	(
	DUST CONTROL - TECHNICAL STANDARD 1068 WUSN, DECUUDED, DUST, CONTROL, MEASURES, SUALL, DE, EMPLOYED, TO, DREVENT, DUST, EDOM	MATS/BLANKETS SHOULD BE INSTALLED VERTICALLY
	WHEN REQUIRED, DUST CONTROL MEASURES SHALL BE EMPLOYED TO PREVENT DUST FROM BLOWING OFF-SITE.	DOWNSLOPE.
	CONCRETE WASHOUT	
	 CONCRETE WASHOUT SHALL BE COLLECTED AND RETAINED, BOTH WATER AND CONCRETE, IN LEAK PROOF CONTAINERS. WASHOUT CAN BE RECYCLED OR REUSED. SEE 	
X	http://water.epa.gov/polwaste/npdes/swbmp/upload/concretewashout.pdf FOR DETAILS.	6' (2m) f f
	INSPECTION AND MAINTENANCE	2:1 SLOPE
	THE CONTRACTOR IS RESPONSIBLE FOR INSPECTION AND MAINTENANCE OF EROSION AND SEDIMENT	
	CONTROLS UNTIL THE CONSTRUCTION SITE IS PERMANENTLY STABILIZED WITH A DENSE GRASS COVER. THE CONTRACTOR SHALL INSPECT EROSION AND SEDIMENT CONTROLS WEEKLY AND WITHIN 24 HOURS	
E	AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. THE CONTRACTOR SHALL INSPECT EROSION AND	(300mm)
	SEDIMENT CONTROLS FOR STRUCTURAL DAMAGE, SEDIMENT ACCUMULATION, OR ANY OTHER	
	UNDESIRABLE CONDITION. THE CONTRACTOR SHALL REPAIR DAMAGED STRUCTURES PRIOR TO THE END OF EACH WORKING DAY. SEDIMENT SHALL BE REMOVED FROM THE STRUCTURE WHEN THE DEPTH OF	
	SEDIMENT HAS ACCUMULATED TO ONE HALF THE HEIGHT OF THE DEVICE OR AS REQUIRED BY THE	MIN. 4" (100mm) P P
	APPLICABLE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD (CURRENT EDITION).	OVERLAP f
	THE CONTRACTOR SHALL SUMMARIZE WEEKLY INSPECTION AND MAINTENANCE ACTIVITIES ON A WEEKLY	*
	INSPECTION REPORT THAT IS AVAILABLE THROUGH THE WDNR.	(40mm)
F	THE WEEKLY INSPECTION REPORT SHALL INCLUDE THE FOLLOWING MINIMUM INFORMATION:	ISOMETRIC VIEW
	NAME OF INDIVIDUAL PERFORMING INSPECTION; DATE, TIME, AND PLACE OF INSPECTION;	NOTES: 1. SLOPE SURFACE SHALL BE FREE
	A DESCRIPTION OF THE CONSTRUCTION PHASE;	ROCKS, CLODS, STICKS AND GRASS BLANKETS SHALL HAVE GOOD SOIL
	A DESCRIPTION OF EROSION AND SEDIMENT CONTROL INSTALLATIONS;	2. APPLY PERMANENT SEEDING BEI PLACING BLANKETS.
	A DESCRIPTION OF EROSION AND SEDIMENT CONTROL MAINTENANCE ACTIVITIES;	3. LAY BLANKETS LOOSELY AND ST. STAPLE TO MAINTAIN DIRECT CONT
\times	AND AN ASSESSMENT OF EROSION AND SEDIMENT CONTROL CONDITIONS.	THE SOIL. DO NOT STRETCH.
		BERM
	THE CONTRACTOR SHALL PROMPTLY FURNISH THE ORIGINAL WEEKLY INSPECTION REPORTS TO THE	TYPICAL SLOPE SOIL STABLIZATION EROSION CONTROL M
	OWNER, OWNER'S REPRESENTATIVE, OR WISCONSIN DEPARTMENT OF NATURAL RESOURCES WHEN REQUESTED. THE CONTRACTOR SHALL KEEP A COPY OF THE APPROVED EROSION & SEDIMENT CONTROL	FOR SLOPE INSTALLAT
	PLAN, PERMITS, AND WEEKLY INSPECTION REPORTS ON-SITE AT ALL TIMES.	
G		
	ALL WASTE FROM THE CONSTRUCTION SITE SHALL BE PROPERLY DISPOSED OF AND NOT BE ALLOWED TO ENTER THE STORM SEWER SYSTEM, DRAINAGE SYSTEM, OR OTHER ENVIRONMENTALLY SENSITIVE	
	AREAS LOCATED WITHIN OR NEAR THE CONSTRUCTION SITE, INCLUDING THE FOX RIVER.	
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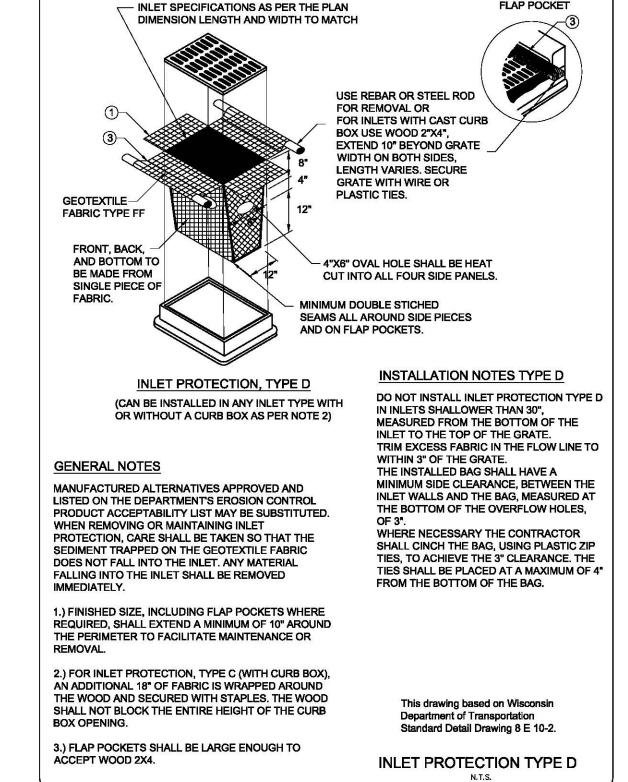




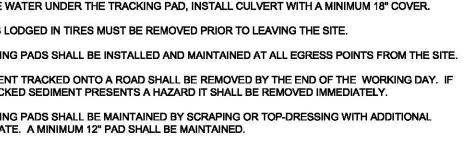


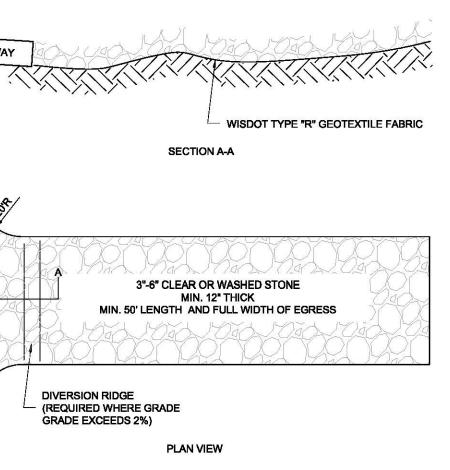
FLAP POCKET

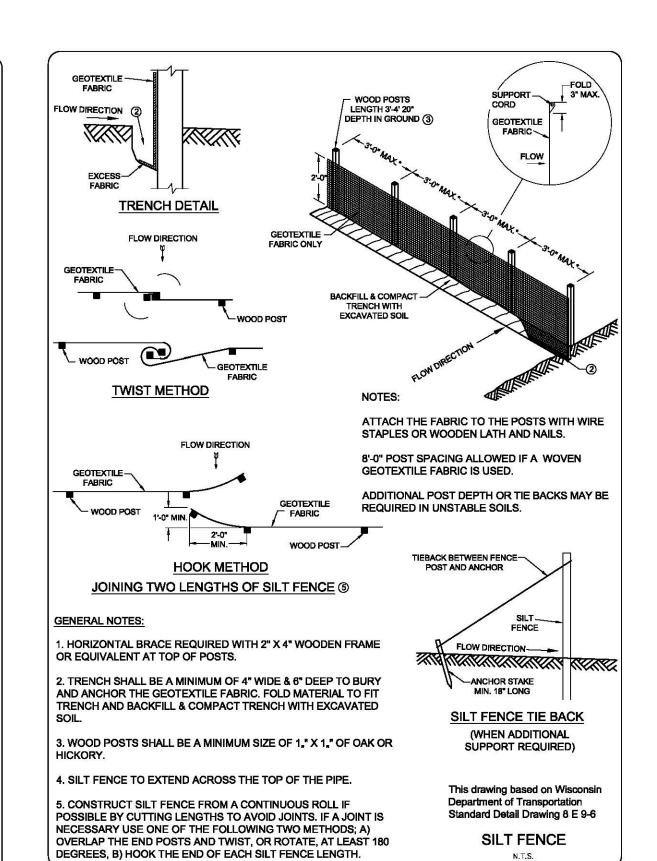




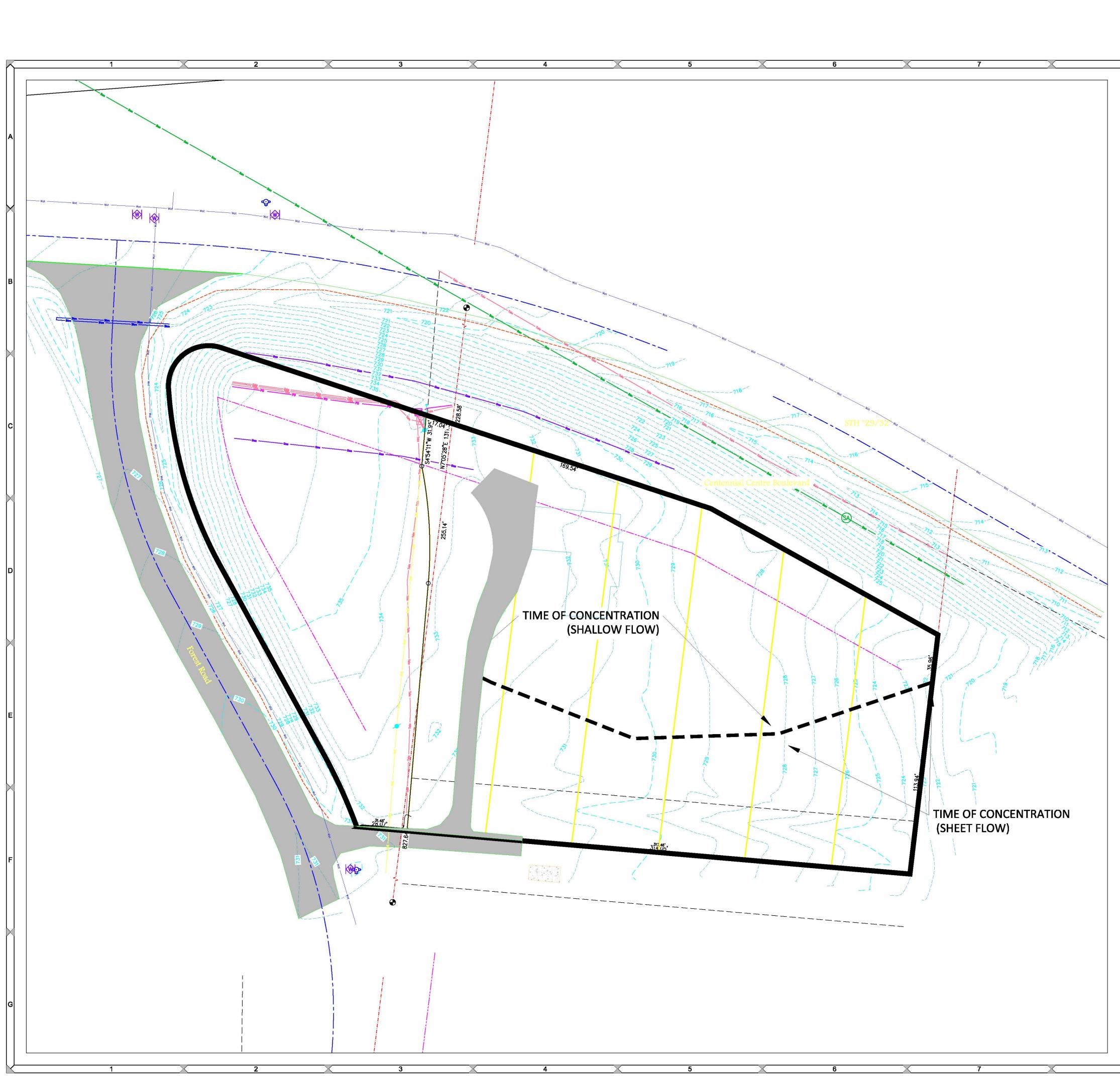
STONE TRACKING PAD

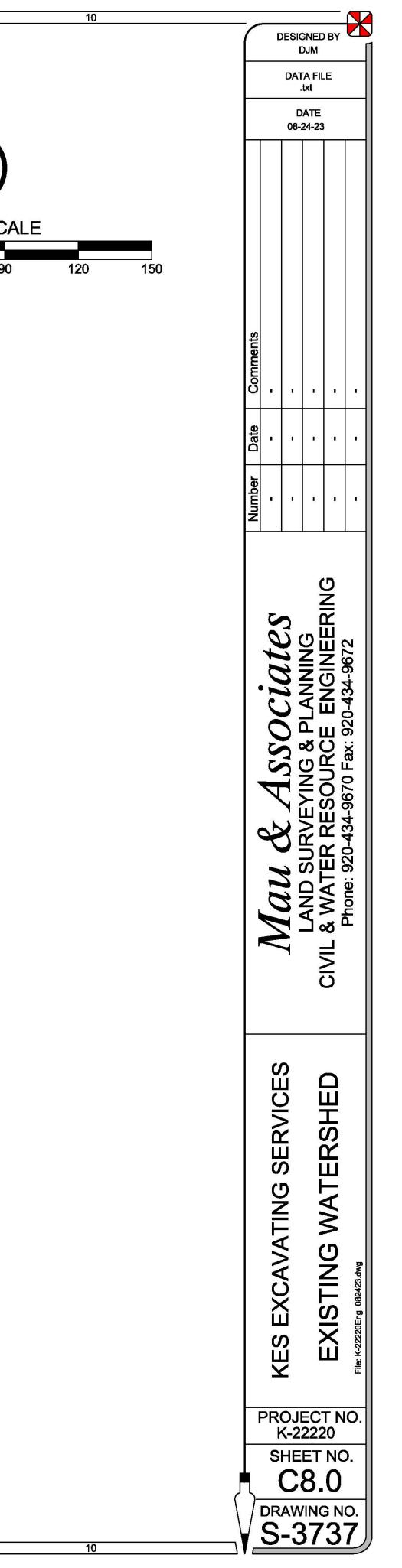


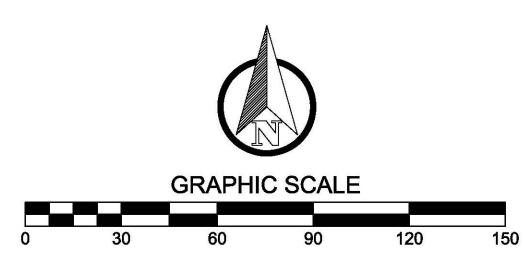


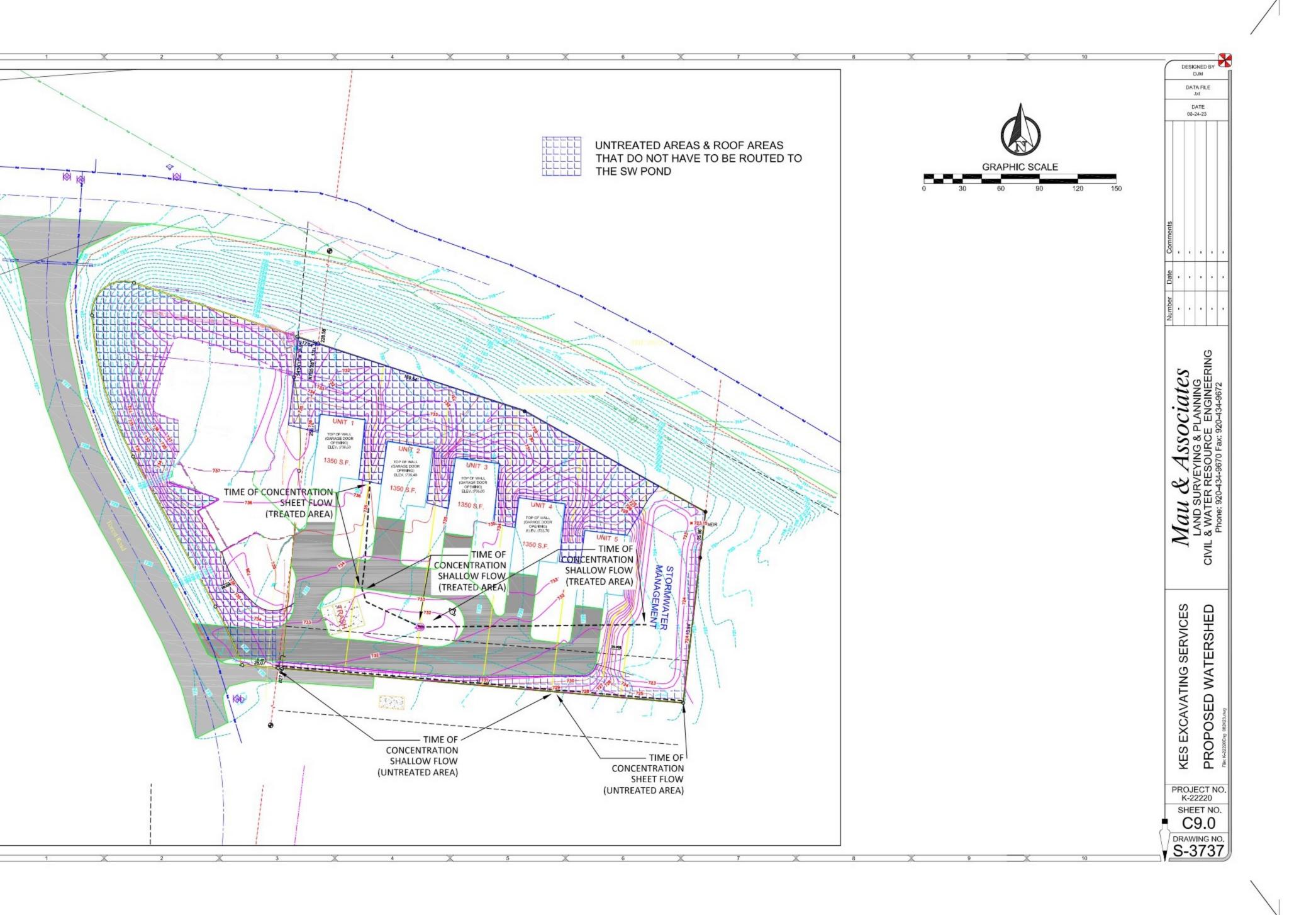


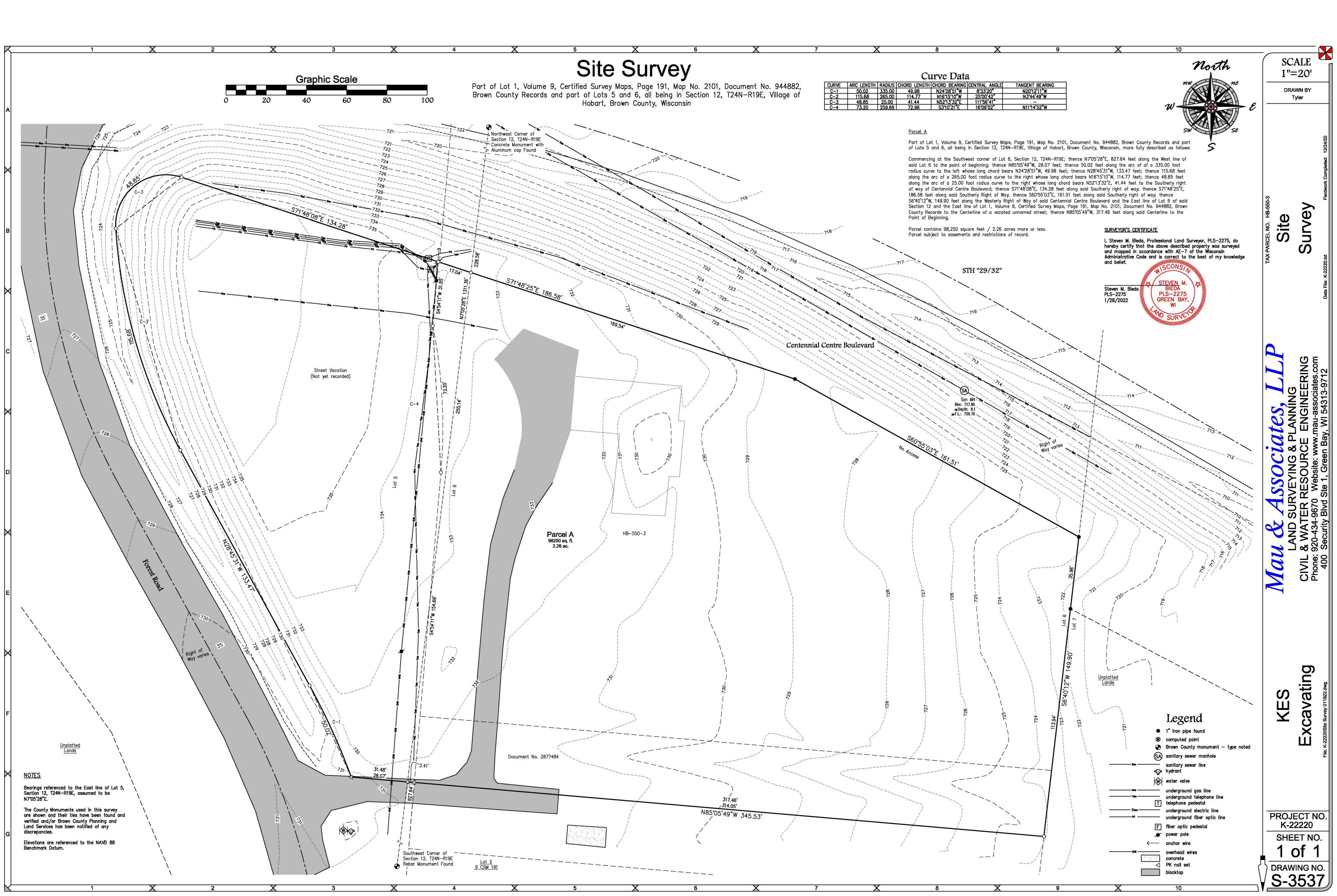
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KES Excavating PD Rezone Request

Revised 07/03/23

HB-550-3 at the intersection of Forest and Centennial Centre

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Legal Description	5
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Site Layout	7
Home Concept Baseline Design Images	8

Narrative

The existing 1.549-acre parcel has been residential with a single home on the property. It's unique location alongside, mid-block on Centennial Centre has made redevelopment of the currently A1 lot a bit difficult. Past ideas have been a small multi family development on the lot to keep of with the continual demand needs for that specific type of housing. This planned development is seeking a single-family use for 5 residences with a single driveway off Forest Road to service development. Backs of homes will face the road with front of homes facing the private drive.

Each of the five homes will be single family residential. Conceptual plans for a craftsman and modern farmhouse home have been included with this submittal. While these are not the final building plans (each building plan will still need normal site plan approval like any typical single-family development within the village) the designs will be the basis for which individualized custom tweaking will be done for potential home buyers. The size and scope of the homes calls for 2 bedroom, 2 bath, 2 stall attached garages, with room for 2 driveway parking spaces in each lot. The building sizes will be approximately 1350 feet square feet depending on tweaks to concept plans.

Projecting 2.5 residents per home, about 15 people would be projected to live in new homes.

Each building will maintain their own yards like and driveway like typical single-family homes. An agreement will be made by property owners to maintain the shared driveway and storm water pond.

Each parcel will maintain its own parcel boundaries with landscaping and maintenance, except for said shared driveway and stormwater pond which will have its own separate agreement.

This development and accompanying development work well as a transition between the highly intensive Highway 29 and the growing backbone of the north side of the village with the Centennial Centre corridor. This development will continue to bring needed and wanted single family homes to the village while creating a transition of use from the arterials to the larger lots to the south. Traffic will be handled through said single driveway, eliminating numerous potential points of impact along Centennial Centre and placing them to a single point, well south of the Forest intersection. Traffic addition will be minimal and the overwhelming number of trips will be made going north to Forest and Centennial Center rather than south down Forest as the street fabric of the area works better to go east, west, south, and north unless visiting a home along Forest, Hill, or Crooked Creek.

Lighting will be maintained by individual property owners comparable to any typical single-family standards for a home. No lighting is proposed for the private drive. Single family homes will have HVAC equipment and will be noted during building permit approvals.

Pending zoning approvals, the development will be engineered for the driveway, grading, and stormwater needs.

Health, safety, and general welfare of occupants of surrounding lands:

The rezone to PD will allow for continued incremental growth along Centennial Centre/Highway 29 corridor. The rezone will work well with the vacant land in the existing Forest Road and support the continued demand for single family housing by utilizing land and a parcel size which would be difficult to develop

The site is along Centennial Centre and will utilize lands along the corridor which can bring added homes and density along the road. This maintains a light transition from the goals of bringing improvement along Centennial Centre while having a use which complements the existing homes on larger parcels to the south.

Pedestrian and vehicular circulation and safety:

One single access point will come off Forest, well away from the intersection with Centennial Centre. Having a single ingress/egress off CC, ensures points of conflict are limited to one point, rather than driveways leading on off the arterial road.

Noise, air, water, or other forms of environmental pollution:

New development along the Centennial Centre corridor has and will continue to incrementally grow to serve the needs of the greater Hobart area. Stormwater needs will be handled by a pond on the neighboring property. The overwhelming noise pollution in the area comes from highway traffic and building form will act as a barrier to residents to the south. Residents who will purchase homes will have no disillusion of the highway and the noise which resonates. This could be an issue to some potential buyers, but we feel many potential buyers will be content with noise thanks in large part to the desire to be apart of Hobart and the ongoing improvements, business, public spaces, and access along Centennial Centre.

The demand for and availability of public services and facilities:

The site will utilize water and sewer along the Centennial Centre. The addition of 5 single family homes will fit well into the large capacity of improved public services in the corridor.

Character and future development of the area:

This rezone is submitted in conjunction with a neighboring development for business at the corner. Both developments will work with one another to create a single private drive off Forest and shared stormwater management. A rezone allows for continued incremental growth to substantiate the investments the village has made to grow residential development along Centennial Center.

Legal Description

That Part of Lot 6, Section 12, Village of Hobart, Brown County, Wisconsin in SE ¼ of Sec 12-T24N-R19 E described in J3295-26 ex road ex part of Centennial Centre Blvd and N1/2 of vacated road described in 2877484.

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Single Family Residential Statistics

Building Sizes Proposed Concept: Craftsman and Modern Typical size: Setbacks: North (Centennial Centre): 30' Building Setback South: 30' Building Setback (20' feet from north edge of private drive) Side Yard: 7' Max Height: 25' Floors: Single, at grade entry

Materials:

Each home to be custom built. Will meet standards set in 295-34(b)

Onsite Parking

Each residence to have 2 stall attached garage with room to have two stalls outside on the driveway. Additionally, the development will have a visitor parking area off the shared drive

Lighting

Each home to provide its own lighting which will be noted with individual building permit applications. No extra lighting to be provided in the private shared drive or pond

Landscaping

Each home will maintain its landscaping for its parcel like a typical single-family home. Area around the pond will be maintained.

Refuse

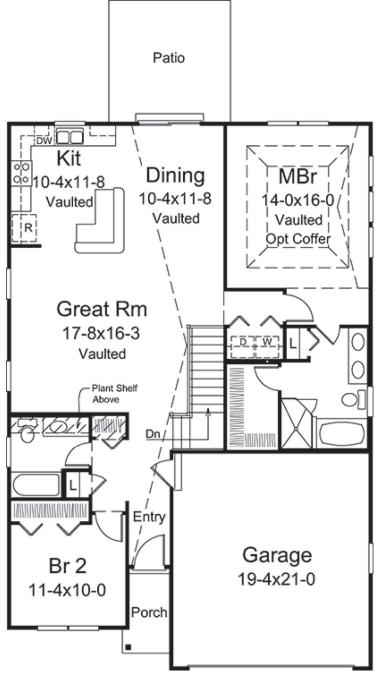
Each home will use a single on-site trash and recycle facility. Owners will need to take refuse to the on-site facility. The refuse will be collected by a privately contracted company on a frequency based on use.

Snow Removal

An agreement property and owners must be arranged to allow for removal of snow off the private drive and additional visitor parking stalls. Individual driveways and hardscape for individual homes will be maintained by property owners.

Residential Design Basis Imagery

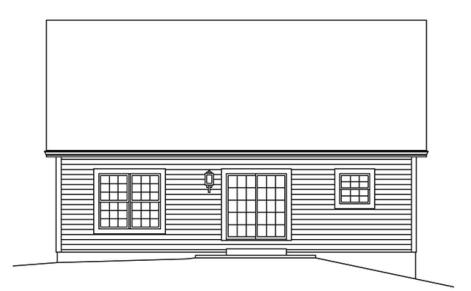
Craftsman Home



Floorplan

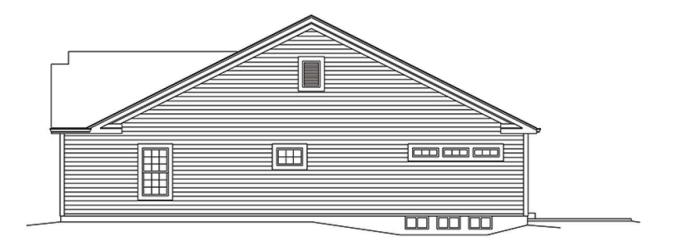


Front

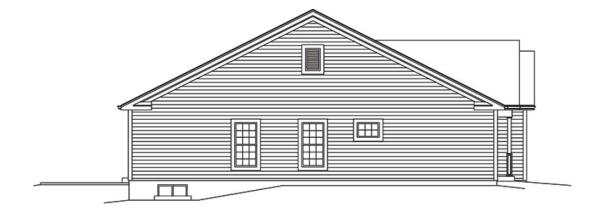


Rear



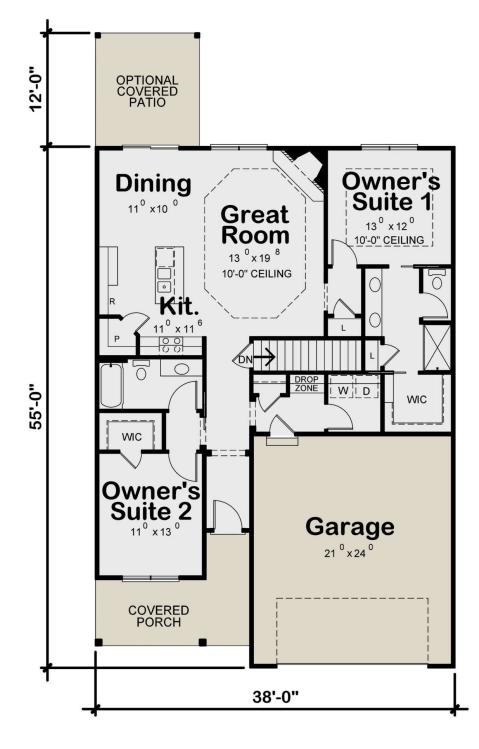


Side Right



Residential Design Basis Imagery

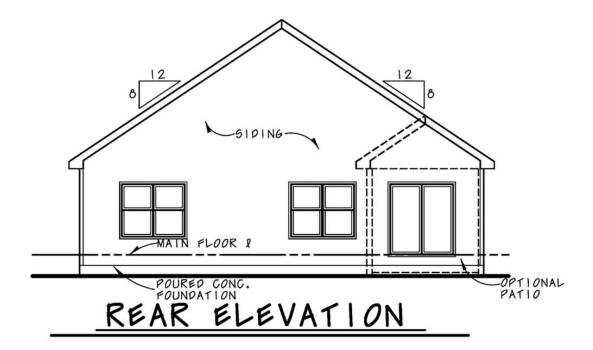
Modern Farmhouse Home

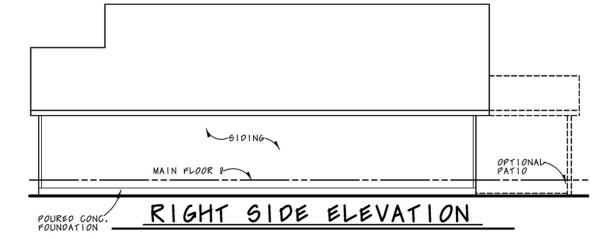


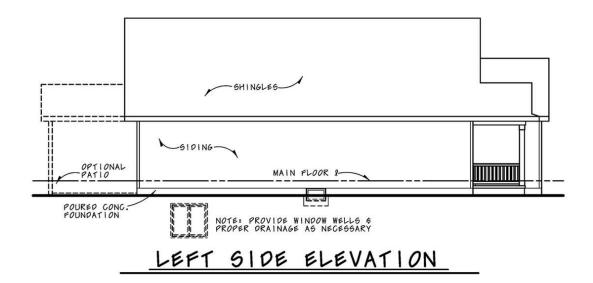
<u>PAGE 65</u>



Front







ORDINANCE NO.

AN ORDINANCE ESTABLISHING A CONDITIONAL USE PERMIT FOR CERTAIN LAND LOCATED AT 4758 FOREST ROAD AS A PLANNED DEVELOPMENT OVERLAY DISTRICT

THE VILLAGE BOARD OF THE VILLAGE OF HOBART DOES ORDAIN AS FOLLOWS:

SECTION 1. Pursuant to Sections 295-107 thru 295-117 (PDD), Hobart Municipal Code, together with the zoning map and statutory authority referred to therein, a Planned Unit Development District is hereby created on the following described property (see map attached hereto as Exhibit A):

That Part of Lot 6, Section 12, Village of Hobart, Brown County, Wisconsin in SE ¼ of Sec 12-T24NR19 E described in J3295-26 ex rd ex prt of Centennial Centre Blvd and N1/2 of vacated road described in 2877484.

SECTION 2. That pursuant to Sections 295-107 thru 295-117 (PDD) of the Hobart Municipal Code, as they apply, the following conditions are imposed:

- A. <u>Project Scope</u>.
 - 1. The development is designed to create a unique subdivision while offering the full development potential of the subject parcel. The developed portion of the parcel is concentrated on those areas most suitable for development and allows narrower than typical lot sizes with the objective of allowing the development to remain a single family residential. Through the use of the PDD, the Village expects to balance local economic growth with the preservation of environmental in an existing residential neighborhood.
 - 2. The development, as depicted in Exhibit A, consists of the division of land for use as single-family home sites and storm water management. The division shall be made up of 5 lots designated for 5 detached single-family homes along with 1 outlot designated for storm water management.

- B. <u>Uses</u>.
 - 1. Permitted uses on the subject 5 lots, as depicted on Exhibit A, include a maximum of 5 single-family homes. The uses permitted on Outlot 1, include a storm water management pond.
 - 2. Any and all other uses of the subject property, other than these uses permitted pursuant to the provisions of Sections 295-107 thru 295-117 (PDD) and 295-26 thru 295-37 (R-1: Residential District which remains the underlying zoning) or appurtenant thereto which are or may otherwise be permitted under the applicable provisions of the Zoning Ordinance of the Village of Hobart as now or hereafter amended, are hereby expressly prohibited and shall not be established and/or maintained without specific amendment to this ordinance made as required by law.
- C. <u>Lot Sizes</u>. Lot sizes shall be regulated as depicted in Exhibit A, but in no case shall lots be less than 9,500 square feet in area, nor shall they have less than 53 feet of frontage at the right-of-way line. Outlot shall be regulated as depicted in Exhibit A.
- D. <u>Setbacks</u>. Setbacks shall be regulated as set forth in Chapter 295 of the Hobart Municipal Code for the R-1: Residential District zoning district, except for the front setback (along Centennial Centre Blvd.), which may be reduced to 30 feet instead of the standard 40 feet and the side setback, which may be reduced to 7 feet instead of the standard 10 feet for a 1-story and 15 feet for a 2-story dwelling. However, in no case shall any two single family homes have less than 14 feet between such structures.
- E. <u>General Structure Details.</u> The single-family homes, as depicted in Exhibit B, shall be in general conformity with the submitted floor plans and exterior elevations. The projected single-family homes shall not be less than 1,400 square feet of finished area and include a minimum 2 stall attached garage per dwelling.
- F. <u>Storm Water Management and Grading Plan</u>. A stormwater management plan and grading plan, as depicted in Exhibit B, meeting the standards established by the Village's Department of Planning & Code Compliance and/or Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the Village. Stormwater management features within this development and on Outlot 1 shall remain privately owned and maintained by the owners of the lots within the development.

- G. <u>Environmentally Sensitive Areas</u>: Any and all environmentally sensitive areas and wetlands shall be clearly delineated to determine any potential impact on the development. The environmentally sensitive areas shall be confirmed with the Brown County Planning Commission.
- H. <u>Access and Circulation</u>. Access and circulation for automobile traffic shall be provided in substantial conformity as depicted on the attached Exhibit A. There shall be a minimum 24' wide cross access easement to include the construction of a minimum 22' wide private roadway to be owned and maintained by the property owners within the development. Such private roadway shall be hard surfaced and made of either asphalt or concrete and utilized for the traversing of both personal and emergency vehicles within this development. Parking shall be restricted to the areas of the driveway approach to each dwelling and prohibited along any portion of the private roadway.
- I. <u>Restrictive Covenant / Home Owners Association</u>. The developer shall establish a restrictive covenant or Home Owners Association (HOA) overlay to coordinate maintenance of amenities and properties as outlined within the HOA documents. Such document shall be recorded with Brown County and a copy of the recorded document shall be supplied to the Village with the Village being involved with any future modifications to the document as it relates to maintenance of amenities or issues directly addressed in this ordinance. The requirements established within the document shall be enforced by the developer and/or the property owners (association).

SECTION 3. The provisions of this ordinance, including, without limitation to all obligations, conditions, restrictions and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 4. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit, and the plans identified therein, had been set forth in its entirety in the body of this ordinance.

SECTION 5. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 6. In addition to all other remedies available to the Village of Hobart, the Village may decline to issue any building or other permits otherwise required by any ordinance of this Village while any violation of this ordinance remains uncured.

SECTION 7. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the Village of Hobart that all provisions of this ordinance are separable.

SECTION 8. This ordinance shall take effect upon its adoption and publication. If construction has not begun or no use established in the PDD or one of its stages within 12 months of the publication of this ordinance, the final development plan lapses and the PUD overlay zoning automatically is void and rescinded and shall file notice of revocation with the recorded final development plan.

Approved and adopted this _____ day of _____, 2023.

Richard Heidel, Village President

ATTEST:

Date of Publication:

, Village Clerk-Treasurer

Attachment

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DECLARATION OF RESTRICTIVE COVENANTS FOR EMERSYN HILLS SUBDIVISION

RESTRICTIVE COVENANTS

WHEREAS, ______ (collectively "the Developers"), intend to develop and improve the real property described in Exhibit A attached hereto into residential building lots, and are desirous of maintaining fair and adequate values in the real property and building lots, and of continuing said real property as a desirable residential area within Hobart, Brown County, Wisconsin ("the Village").

NOW THEREFORE, in consideration of the foregoing, the Developers do hereby impose and charge said lands (Emersyn Hills Subdivision, referred to below as "the Subdivision") with the following covenants and restrictions:

1. <u>STRUCTURES PERMITTED</u>: No structure or structures (including satellite dishes that are not attached to the dwelling or garage), or detached dog houses or kennels shall be erected, altered, placed, or permitted to remain upon any Lot in the Subdivision except a residential dwelling and an attached private garage, and one outbuilding as specified below, that comply with these Covenants. All dwellings shall be for single family residential purposes only and must conform with all ordinances of the Village at the time of construction.

2. <u>PLAN APPROVAL</u>: Prior to construction of a dwelling and attached garage, each Lot owner shall submit no less than three (3) copies of the proposed Home Plan and Site Plan to the Developers for review and approval. The Developers shall have seven (7) business days to review the plans and confirm that they fully comply with these Covenants. If approved, the Developers shall return two signed and dated copies to the Lot owner, one of which may be submitted to the Village for any necessary approvals. The remaining copy shall be retained by the Developer. Failure by the Developers to reject or formally approve plans within the 7-business day period shall constitute approval of the same.

3. <u>CONSTRUCTION</u>: No later than six (6) months after the commencement of construction, all dwellings and attached garages shall be fully enclosed and under roof with the finished exterior materials fully installed and in place. All dwellings on any lot shall include an attached garage (two or more cars) and shall be completed within one (1) year of the commencement of construction.

4. <u>DWELLING LOCATIONS</u>: Setbacks, height restrictions, and locations of all structures shall be regulated by the zoning ordinances of the Village.

5. <u>DWELLING TYPE AND SIZE</u>: All Lots in the Subdivision are zoned "Residential" and are restricted to the erection of a single-story dwelling, ranch style dwelling, or two-story dwelling building with an attached two (or more) car garage.

- A. The footprint of each single story or ranch style dwelling (excluding the attached garage, finished or unfinished basement, porches or patios) shall be a minimum of one thousand three hundred fifty (1,350) square feet, and the exterior of each such dwelling and attached garage shall consist of at least 20% brick, stone, or split stone. Roof pitches for dwellings and attached garages must have at least a 6/12 pitch. The maximum permitted deviation from these standards is 5%, and any such deviation must be approved by the Developers in writing.
- B. The square footage of each two-story dwelling (excluding the attached garage,

finished or unfinished basement, porches or patios) shall be a minimum of one thousand five hundred (2,300) square feet (first and second floors combined), and the exterior of each such dwelling and attached garage shall consist of at least 20% brick, stone, or split stone. Roof pitches for dwellings and attached garages must have at least a 6/12 pitch. The maximum permitted deviation from these standards is 5%, and any such deviation must be approved by the Developers in writing.

- C. Whenever possible, front porches, the use of natural building materials, and recessed garages are encouraged but not required.
- D. All dwellings and attached garages shall have a foundation below the frost line, and any block exposed more than one (1) course above grade must be covered like the above finish to look uniform.

6. <u>GARAGES</u>: All attached garages shall be built at the same time as the dwelling and shall be large enough to accommodate a minimum of two (2) or more cars.

7. <u>DRIVEWAYS</u>: Each dwelling and attached garage must have a driveway consisting of concrete, brick pavers, or high-quality blacktop and which must be completed within six (6) months of completion of the dwelling and attached garage. Absolutely no gravel driveways will be permitted within the Subdivision.

8. <u>ONLY ON-SITE, STICK-BUILT DWELLINGS AND GARAGES ARE PERMITTED</u>: No dwelling and/or attached garage erected, fabricated, constructed, or built anyplace other than on a Lot within the Subdivision shall be permitted, and no such dwelling and/or attached garage may be moved onto any Lot or Lots within the Subdivision. For the sake of clarity, this prohibition includes manufactured housing, modular housing, trailers and similar structures.

9. <u>OUTBUILDINGS</u>: Upon completion of the dwelling and attached garage, each Lot owner may erect one (1) and only one small, detached utility or garden shed, with a maximum footprint of 200 square feet. All outbuildings must have exteriors similar to the exterior of the dwelling and attached garage located on that same Lot, unless otherwise approved in advance in writing by the Developers, including siding, doors, and roofing materials. The roof pitch of all outbuilding shall also match the roof pitch of the dwelling and attached garage. All outbuildings must be located completely in the rear of the Lot (i.e. may not encroach on a line extending from the wall of the dwelling or garage furthest from the front lot line to the side lot lines) and must comply with the setbacks mandated by the Village in its ordinances.

10. <u>MAINTENANCE AND USE OF VACANT LOTS</u>: All vacant Lots shall be properly maintained by their respective owner(s) so as to comply with all Village ordinances, including but not limited to keeping the grass and other vegetation trimmed. No temporary structures may be installed, built or moved onto any vacant Lot. No vacant Lot may be used for parking cars, boats, campers or other vehicles, or for storage of any personal property at any time.

11. <u>SURFACE DRAINAGE AND ELEVATION GRADE</u>: A master surface drainage and house grade plan has been prepared by the Developers designating the manner in which each Lot shall drain in relation to all other Lots in the Subdivision and designating the grade elevation of the dwellings and attached garages to be constructed on the Lots. A copy of this plan is on file in the office of the Developer and in the office of the Village Engineer and Building Inspector. At the time a building permit is requested, the grade elevation of said dwelling and attached garage shall be obtained from the Building Inspector and said buildings shall be constructed accordingly. No deviation therefrom shall be permitted without the approval of the Village and the Developers. Within sixty (60) days after

completion of a dwelling and attached garage on any Lot the owner of said Lot shall grade the Lot conform to said drainage plan and from that time forward nothing shall be done which will alter the plan or impede or obstruct the flow surface drainage water in accordance with the plan. All grading must conform to the Master Grading Plan.

12. <u>NUISANCES</u>: No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood, including but not limited to excessive noise that disturbs others within the Subdivision. Trash, garbage or other waste shall be kept in sanitary containers which shall be properly screened from public view. No dwelling may be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by the Developer and an occupancy permit obtained from the Village. No dwelling or other building within the Subdivision may be leased to a tenant or tenant without the prior written consent of the Developers. The owner of any dwelling that is rented to a tenant or tenants shall be responsible for their tenants' conduct and for ensuring that the tenant(s) abide by these Covenants, the Bylaws, and any other rules or regulations applicable to the Subdivision, as well as paying any fines for violations. The dwelling owner shall provide each tenant with a copy of these Declarations and Bylaws, as well as any other applicable written rules or regulations.

13. <u>SWIMMING POOLS</u>: Swimming pools are permitted if they meet Village ordinances and specifications.

14. <u>ENFORCEMENT</u>: The restrictions and covenants contained herein may be enforced by the Developers and/or any Lot owner by proceedings at law or in equity against any person or persons violating or attempting to violate the same. The proceeding may seek to recover damages and/or demand compliance, provided, however, that no actions shall be commenced after one (1) year from the date on which the violation first occurred.

15. <u>TERM</u>: These restrictions shall run with the land and shall be binding upon all parties and person having any interest in the land affected hereby for a period of twenty-five (25) years from the date this Declaration of Restrictions is recorded, unless an amendment extending or reducing the term hereof is recorded prior to the expiration of such period.

16. <u>SEVERABILITY</u>: Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

17. <u>AMENDMENTS TO DECLARATION</u>: This declaration may be annulled, waived, changed, modified or amended at any time by written Declaration setting forth said change, executed by the owners of at least eighty (80) percent of the Lots in the Subdivision; provided, however, that any such action must also be approved in writing by the Developers so long as the Developers own any parcel or Lot in the Subdivision. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded and shall become effective only upon due recording with the office of the Register of Deeds for Brown County, Wisconsin.

18. <u>CONFLICTS BETWEEN RESTRICTIONS AND ZONING OR BUILDING REGULATIONS</u>; <u>VARIANC REQUESTS</u>: In the event of any conflict between these restrictions and the Village's zoning and building regulations, the stricter provisions shall apply. Any requested variances from the requirements and standards in Covenant Nos. 1, 3, 4, 5, 7, and 10 must be preapproved in writing by both the Declarant and the Village.

19. <u>SIGNS</u>: No sign of any kind shall be displayed to the public view on any lot, except one

professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the

20. <u>ANIMALS</u>: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose, nor exceed two (2) in number. All pets must be kept on leashes when outside of the home (kennels and other structures being prohibited), and all pet litter must be properly disposed of.

21. MAILBOX: All homeowners shall install a mailbox and post if necessary.

22. <u>ASSIGNMENT</u>: The Developers reserve the right to assign all of their rights and responsibilities under these Covenants to any third party who purchases all of the Lots owned by the Developer at the time of such assignment.

Dated this ____ day of _____ 2023.

DEVELOPERS:

STATE OF WISCONSIN)

construction and sales period.

)ss. COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2023, the above-named _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Name:

Notary Public, State of Wisconsin My commission expires:

THIS DOCUMENT DRAFTED BY: Attorney Deron J. Andre Andre Law Offices, LLC 1255 Scheuring Road, Ste. C De Pere, WI 54115

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BYLAWS OF THE EMERSYN HILLS HOMEOWNERS' ASSOCIATION

ARTICLE I NAME AND ADDRESS

1.01. Name; Purpose. The name of the association shall be The Emersyn Hills Homeowners' Association (the "Association"). The Association is an unincorporated, nonprofit association organized under Chapter 184 of the Wisconsin Statutes.

1.02. Address. The principal office of the Association shall be located at 4135 Trenty Trail, Oneida, Wisconsin 54155. This address shall also be the mailing address of the Association. Once the Developers have conveyed all of the Lots in the Subdivision, the principal office of the Association shall be moved to the current address of the president of the Association.

1.03. Binding Effect. These Bylaws (the "Bylaws") shall be binding upon the Owners ("the Owners") of Lots 1 through 5 (individually, each a "Lot", and collectively, the "Lots") of the Emersyin Hills Subdivision ("the Subdivision") in Hobart, Wisconsin, their heirs, successors, and assigns and shall govern the use, operation, maintenance and administration of the Outlot, if any, located within the Subdivision.

ARTICLE II MEMBERSHIP

2.01. Membership. The membership of the Association shall at all times consist exclusively of all of the Owners of the Lots. Land contract vendees and not land contract vendors shall be members of the Association. Persons who hold an interest in a Lot or Lots merely as security for the performance of an obligation (including Mortgagees), or any tenants, are not members of the Association.

2.02. Commencement and Termination. Membership shall immediately commence upon acquisition of a Lot and shall immediately terminate upon conveyance of such ownership interest. If an Owner's ownership interest passes to his or her personal representative or to a trustee upon the Owner's death, such personal representative or trustee shall be a member of the Association.

2.03. Withdrawal or Expulsion. No Owner may voluntarily withdraw or be expelled from membership in the Association.

2.04. Membership List. The Association shall maintain a current membership list listing all Owners of each Lot, the current mailing address for each Owner to which notice of meetings of the Association shall be sent, all Mortgagees of each Lot, if any, and, in the case of multiple owners of a Lot, the Owner, if any, designated to cast any or all of the votes pertaining to such Lot. Each Owner shall promptly provide written notice to the Association of any transfer of its Lot or Lots as provided in Section 2.05 and of any change in such Owner's name or current mailing address. No Owner may vote at meetings of the Association until the name and current mailing address of such Owner has been provided to and received by the secretary of the Association. Any Owner that mortgages its Lot or Lots or any interest therein or enters into a land contract with respect to its Lot shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled.

2.05. Transfer of Membership. Each membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Lot. As soon as possible following the transfer of a Lot, the new Owners shall give written notice to the secretary of the Association of such transfer identifying the Lot and setting forth the names and mailing addresses

of the new Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Lot owned by multiple Owners, the name of the person designated to vote, if any.

2.06. Votes. There shall be one (1) vote of the Association appurtenant to each Lot.

2.07 Quorum. Owners holding Sixty percent (60%) of the total votes of the Association, present in person or represented by proxy, shall constitute a quorum at all meetings of the Owners for the transaction of business.

2.08. Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in Wisconsin Statues, the Restrictive Covenants, or these Bylaws, in which case such express provision shall apply.

2.09. Proxies. All proxies shall be in writing, signed by the Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Lot.

2.10. Voting Designations of Multiple Owners. If there are multiple Owners of any single Lot, then each vote appurtenant to such Lot shall be cast by the single Owner designated in writing by the multiple owners, which written notice signed by all such multiple owners filed with the secretary of the Association, in which case such votes cast by an Owner so designated shall be deemed to be the unanimous act of the multiple Owners.

ARTICLE III MEETINGS OF MEMBERS

3.01. Place. All meetings of the Owners shall be held at a place in Brown County, Wisconsin, that shall be stated in the notice of the meeting.

3.02. Annual Meetings. Regular annual meetings of the Owners shall be held on the second Monday of July of each year.

3.03. Special Meetings. Special meetings of the Owners may be called at any time by the president of the Association and shall be called upon the written request of Owners holding at least fifty percent (50%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.04. Notice of Meetings. No annual or special meeting of the Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting.

3.05. Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy.

3.06. Duties of Officers at Meetings. The president of the Association shall preside at all meetings of the Owners, and in his or her absence, the vice president shall preside. The secretary shall

take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.07. Order of Business. The order of business at all meetings of the Owners shall be as follows:

- (a) Calling the meeting to order.
- (b) Calling the roll of Owners and certifying the proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees (if appropriate).
- (g) Election of directors (if appropriate).
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

3.08. Action Without a Meeting by Written Consent. Any action required or permitted by these Bylaws to be taken by the vote of the Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Owners that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to sixty percent (60%) of the total number of votes in the Association.

3.09. Action Without a Meeting by Written Ballot. Any action required or permitted by these Bylaws to be taken by the vote of the Owners may be taken without a meeting if the Association delivers a written ballot to every Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, and the Association, a written ballot may not be revoked.

ARTICLE IV BOARD OF DIRECTORS

4.01. Number and Membership in Association. The affairs of the Association shall be managed initially by a board of directors (the "Board of Directors") composed of three directors selected by the Developers. So long as the Developers own at least 20% of the Lots, they shall select two directors, and the owners the third director. Upon the transfer of more than 20% of the lots by the Developers, and so long as the Developers own at least one Lot, the Developers shall select one director, and the Owners the other two directors. When the Developers no longer own any Lots, all three directors shall be selected by the Owners. In the case of a Lot that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be an "Owner" for purposes of this requirement only.

4.02. Term of Office. Directors shall take office upon election and shall serve for a term of one (1) year or until his or her successor shall be elected.

4.03. Election of Directors. Subject to Section 4.01 above, one (1) month prior to each annual meeting of the Owners, the secretary of the Association shall mail to all Owners a notice setting a

deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary. Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Owners entitled to vote upon the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees by mail. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due prior to the deadline set by the secretary. Each Lot shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.04. Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws.

4.05. Removal. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Owners.

4.06. Compensation. No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

ARTICLE V MEETINGS OF THE BOARD OF DIRECTORS

5.01. Meetings; Notice. Regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Owners at the same place as the Owners' meeting or at such place as the Board of Directors may vote to hold the meeting. Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors shall be deemed a waiver of such notice.

5.02. Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Nonstock Corporation Law, the Articles or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business which might have been transacted at the meeting originally called.

5.03. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Calling the meeting to order;
- (b) Proof of notice of meeting or waiver of notice;

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- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees (if appropriate);
- (f) Election of officers (if appropriate);
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

5.04. Action Without a Meeting by Written Consent. Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE VI POWERS AND DUTIES OF BOARD OF DIRECTORS

All of the powers and duties of the Association under these Bylaws and Wisconsin law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

(a) Adopt budgets for revenues, expenditures, and reserves;

(b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;

(c) Grant easements, licenses, and rights-of-way through or over the private roads within the subdivision;

- (d) Sue on behalf of all Owners;
- (e) Make contracts and incur liabilities;

(f) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property of the Association;

(g) Keep all of the books and records and prepare accurate reports of all transactions of the Association;

(h) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate;

(i) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;

(j) Maintain such reserve funds for the operation, maintenance, repair, and replacement of the private roads and ponds, and any property owned or leased by the Association, for contingencies and for making up any deficit in the budget for any prior year as the Board of Directors may deem proper or as may be required by law.

ARTICLE VII OFFICERS AND THEIR DUTIES

7.01. Officers. The principal officers of the Association shall be the president, vice president, and secretary/treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Owners. In the case of a Lot that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be an "Owner" for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

7.02. Election of Officers; Term. The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting. Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.03. Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.04. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.05. Duties. Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) *President.* The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Nonstock Corporation Law, the Articles, or these Bylaws, or by the Board of Directors.

(b) *Vice President.* The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) Secretary/Treasurer. The secretary/treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Owners; serve notices of the meetings of the Board of Directors and of the Owners; keep all books and records of the Association, including the membership list; receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account and perform such other duties incident to his or her position as may be required under the Wisconsin Law, these Bylaws, or by the Board of Directors.

7.06. Compensation. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

ARTICLE VIII BOOKS AND RECORDS

The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Owner. The Articles and the Bylaws shall be available for inspection by any Owner, Mortgagee, or prospective purchaser of a Lot at the principal office of the Association, where copies may be purchased at reasonable cost. The accounts and records of the Association may be audited by an audit committee selected by the Board of Directors.

ARTICLE IX BUDGET, ASSESSMENT, AND ANNUAL REPORT

9.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

9.02. Budget. The Owners holding at least sixty percent (60%) of the votes present in person or represented by proxy at their annual meeting shall adopt the annual operating budget for the Association at such annual meeting. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year.

9.03. Levying and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Owners. On or before the last day of December of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Owner. General Assessments shall be payable to the Association within twenty (20) days of receipt of the statement of assessment.

9.04. Special Assessments. Special Assessments may from time to time be levied against Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

9.05. Association Remedies upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Lots on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the ponds or private roads or abandonment of its Lot.

9.06 Lawn Cutting and Snow Removal. The Association shall be responsible for mowing all lawns within the Subdivision (including the laws on the individual Lots), but each Owner shall be responsible for all other lawn care and maintenance for their individual lawns and yards. The Association shall also be responsible for snow removal from the road within the Subdivision. Each Owner shall be responsible for snow and ice removal from the walks adjacent to their Lots and their driveways. Expenses related to lawn cutting and snow removal shall be annual line items in the Association budget.

ARTICLE X ENFORCEMENT OF RULES AND BYLAWS

It shall be the responsibility of each Owner to see that the occupants and tenants of the Lot owned by such Owner, and the employees, agents, representatives, invitees, and guests of such Owner, occupants, and tenants, abide by the provisions of the Bylaws, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors or any committees of the Association that are authorized by any of the foregoing. Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Bylaws, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Owner or the Owners of the Lot in which such offender is a tenant, occupant, employee, agent, representative, invitee, or quest, to correct the violation. In any such action brought against any Owner in which the Association is the prevailing party, the Owner defendant in such action shall pay the Association's costs and actual attorneys' fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Owner may take appropriate legal action themselves to enforce the same.

ARTICLE XI LIABILITY AND INDEMNITY

11.01. General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted under Wisconsin Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association, (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise, or (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

11.02. Mandatory Indemnification.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 11.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

11.03. Limited Liability of Directors and Officers.

(a) Except as provided in subsection 11.03(b), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 11.02(b).

(b) The limited liability described in subsection 11.03(a) does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental authority or agency; or (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute.

11.04. Purchase of Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates).

11.05. Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

ARTICLE XII GENERAL PROVISIONS

12.01. Interpretation. These Bylaws are subject to all provisions of the Restrictive Covenants and Wisconsin law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the applicable provisions of Wisconsin Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Owners.

12.02. Notices. Notices to any Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XIII AMENDMENT

These Bylaws may be amended only with the assent of at least Eighty percent (80%) of the votes of the Owners. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws. All amendments must be in writing and recorded with the Brown County Register of Deeds.



TO: Planning & Zoning Commission

RE: Final Plat of Parcel HB-550-3, 4758 Forest Rd. for the Planned Development Overlay District

FROM: Todd Gerbers, Director of Planning & Code Compliance

GENERAL INFORMATION

ISSUE: Consider a request for a final plat on parcel HB- HB-550-3, 4758 Forest Rd. for the Planned Development Overlay District

RECOMMENDATION: Staff recommends approval

- 1. Applicants/Agent: Mau & Associates, LLP (Steve Bieda)
- 2. Owner: KES Excavating / Village of Hobart
- 3. Parcel: HB-550-3
- 4. Current Zoning: R-1: Residential District with a R-7: Planned Unit Development Overlay District

ZONING REQUIREMENTS

The Applicant, on behalf of their client, is requesting the review of a final plat of the Planned Development Overlay District (PDD) on the property located 4758 Forest Rd. (parcel HB-550-3). The plat is proposed to include five (5) separate lots for detached single-family dwellings and one (1) outlot for stormwater management along with a private drive from Forest Rd. to serve the development. This property received the R-1: Residential District base zoning with the R-7: Planned Development Overlay District back in September 2022 and the preliminary plat back in June 2023. The applicant is now bringing forward the final plat for the proposed single-family residential development.

All six (6) lots (5 buildable and 1 outlot) have frontage on a public roadway, however, access from that roadway (Centennial Centre Blvd.) is restricted due to the grade differential, which is noted on the plat. Therefore, access to this development will be from a common driveway from Forest Rd. With the WDOT still maintaining ownership of right-of-way adjacent to this parcel, the developer shall receive approval from the WDOT to install the driveway connection to Forest Rd. The private driveway as drawn on a 24' cross access easement and is looped to not only allow better access to the individual units, but also is required for access for emergency vehicles. The Outlot 1 shall remain under the ownership of the development.

RECOMMENDATION/CONDITIONS

Staff recommends conditional approval of the final plat subject to the following conditions:

- 1. Approval of the CUP for the PDD overlay for this development
- 2. Payment of the required Park Fee of \$1,200.00 (four new lots)

DATE: September 13, 2023

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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: Steve Bieda		Date: 8/29/23				
Petitioner's Address:400 Security Blvd City	Green Bay	State: WI Zip: 54313				
Telephone #: (920) <u>434-9670</u> Fax: ()	_ Other Contact # or Email: _	sbieda@mau-associates.com				
Status of Petitioner (Please Check): Owner Representative Tenant	□ Prospective Buyer					
Petitioner's Signature (required):		Date:8/29/23				
OWNER INFORMATION						
Owner(s): Village of Hobart		Date:				
Owner(s): Village of Hobart Owner(s) Address: 2990 S Pine Tree Road City	:_Hobart	State: <u>WI</u> Zip: <u>54155</u>				
Telephone #: (920) 869-1011 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 employ the property to inspect or gather other information necessary to process this a tentative and may be postponed by the Neighborhood Services Department for reasons.	pplication. I also understand	that all meeting dates are				

Property Owner's Signature:			Date:		
SITE INFORMATION					
Address/Location of Proposed 1	Project:	1758 Forest Road		Parcel No. HB	-550-3
Proposed Project Type:	nal P	rlat			
Current Use of Property: R	- ";	Residential Di	istrict	Zoning:	2-1
Land Uses Surrounding Site:	North:	Street			
South: Residential (R-3)					
	East:	Residential / vacant land (R-1)		7	
	West:	Community Business District (B-1)			

**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

