



Village of Hobart  
 Village Office 2990 S. Pine Tree Rd, Hobart, WI  
[www.hobart-wi.org](http://www.hobart-wi.org) - [www.buildinhobart.com](http://www.buildinhobart.com)

Notice is hereby given according to State Statutes that the VILLAGE BOARD of the Village of Hobart will meet on Wednesday April 5<sup>th</sup> 2023 at 6:00 P.M. at the Hobart Village Office. NOTICE OF POSTING: Posted this 31<sup>st</sup> day of March, 2023 at the Hobart Village Office, 2990 S. Pine Tree Rd and on the village website.

## **MEETING NOTICE – VILLAGE BOARD (Regular)**

**Date/Time: Wednesday April 5<sup>th</sup> 2023 (6:00 P.M.)**

**Location: Village Office, 2990 South Pine Tree Road**

**NOTE: The meeting has been moved from Tuesday April 4<sup>th</sup> due to the Spring Election.**

### **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. Pledge of Allegiance

### **4. PUBLIC HEARINGS**

**5. CONSENT AGENDA (These items may be approved on a single motion and vote due to their routine nature or previous discussion. Please indicate to the Board President if you would prefer separate discussion and action.)**

**A. Payment of Invoices (Page 3); B. VILLAGE BOARD: Minutes of March 21<sup>st</sup> 2023 (Page 7)**

### **6. ITEMS REMOVED FROM CONSENT AGENDA**

**7. CITIZENS' COMMENTS, RESOLUTIONS AND PRESENTATIONS (NOTE: Please limit citizens' comments to no more than three minutes)**

### **8. VILLAGE ADMINISTRATOR'S REPORT/COMMUNICATIONS**

**A. INFORMATION – Water Rate Increase (Service Areas 2 and 3) (Page 10)**

A water rate increase has been scheduled for April 26th for customers in Service Area 2 and 3, due to the Village being a wholesale customer of Ashwaubenon, which after a PSC rate study, has been directed to raise the rates of the water purchased by Hobart.

### **9. COMMITTEE REPORTS AND ACTIONS**

### **10. OLD BUSINESS**

### **11. NEW BUSINESS**

**A. DISCUSSION AND ACTION – Ambulance Service Agreement (2023-2040) (Page 12)**

This agreement between the Village and Aegis Group (dba County Rescue Services) would replace the current agreement, and extend the service through December 31<sup>st</sup> 2040. It also reduces the current payment for ambulance service, and is projected to have a lesser impact on the Village budget than the current formula.

**B. DISCUSSION AND ACTION – Premises Use Agreement (Page 17)**

This agreement between the Village and Aegis Group (dba County Rescue Services) would allow for the placement of an ambulance unit in the new Fire Station in Hobart, starting in 2024. The Village will receive a credit toward its annual service agreement fee for the ambulance utilizing the space.

**C. DISCUSSION AND ACTION – Animal Limitation Ordinance (Page 22)**

Staff would present a number of proposals for the Board to consider if they wish to add a section to the Ordinance allowing for a variance from the current restriction on the number of dogs allowed.

**D. DISCUSSION - Items for future agenda consideration or Committee assignment**

**E. ADJOURN to CLOSED SESSION:**

1. Under Wisconsin State Statute 19.85 (1) (e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session RE: Sale of Property/TID Projects/Development Agreements
2. Under Wisconsin State Statute 19.85 (1) (g): Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. RE: Tribal Affairs; Potential Litigation

**F. CONVENE into open session**

**G. ACTION from closed session**

**12. ADJOURN**

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Aaron Kramer, Village Administrator

Village Board of Trustees: Richard Heidel (President), Tim Carpenter, David Dillenburg, Vanya Koepke, Tammy Zittlow

**UPCOMING BOARD MEETINGS**

Tuesday April 18<sup>th</sup> 2023 (6:00 PM) – Regular Board Meeting at Village Office

Tuesday May 2<sup>nd</sup> 2023 (6:00 PM) – Regular Board Meeting at Village Office

Tuesday May 16<sup>th</sup> 2023 (6:00 PM) – Regular Board Meeting at Village Office

NOTE: Page numbers refer to the meeting packet. All agendas and minutes of Village meetings are online: [www.hobart-wi.org](http://www.hobart-wi.org). Any person wishing to attend, who, because of disability requires special accommodations, should contact the Village Clerk-Treasurer's office 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.

3/29/2023 10:42 AM

Check Register - Quick Report - ALL

Page: 1

ALL Checks

ACCT

ALL BANK ACCOUNTS

Dated From: 4/05/2023 From Account:  
 Thru: 4/05/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
57871	4/05/2023	ALPHA DOG LEASHES DOG LEASH 3/4 (15-30FT) BIOTHANE	27.20
57872	4/05/2023	ASAEL CORDOVA REFUND OVERPAYMENT DOG LICENSE	10.00
57873	4/05/2023	AXON ENTERPRISE INC. PROLICENSE BUNDLE CAPTURE STORAGE	3,444.16
57874	4/05/2023	BADGER LABORATORIES & ENGINEERING CO. INC. COLIFORM BACTERIA TESTING	423.00
57875	4/05/2023	BADGER METER INC. ANNUAL LICENSE /MOBILE READ/BEACON HOSTI	1,281.84
57876	4/05/2023	BROWN COUNTY CLERK / TREASURER FEBRUARY 2023 ELECTION CHARGEBACKS	442.03
57877	4/05/2023	BROWN COUNTY PORT & RESOURCE RECOVERY REFUSE & RECYCLING FEBRUARY	6,955.87
57878	4/05/2023	CELLCOM GREEN BAY MSA CELL PHONE AND DATA LINES	873.35
57879	4/05/2023	CHRIS TREMEL REIMBURSEMENT 3/21/23	13.88
57880	4/05/2023	CLIFTON LARSON ALLEN LLP PROGRESS BILLING 2022 AUDIT	24,150.00
57881	4/05/2023	CROSBY HEAVY DUTY WRECKER SERVICE INC. TOWING PLOW TRUCK TO TRUCK EQUIP.	325.00
57882	4/05/2023	DELTA DENTAL OF WISCONSIN DENTAL & VISION PREM PMNTS 0401	2,406.61
57883	4/05/2023	DIVERSIFIED BENEFIT SERVICES INC. MULTIPLE INVOICES	95.00
57884	4/05/2023	ECWAEI - K. KETTNER MEMBERSHIP DUES 2021-2022-2023	15.00
57885	4/05/2023	ELAINE D. WILLMAN CONTRACT SERVICES MARCH	1,000.00
57890	4/05/2023	ES&S DS2, LABEL	15.70
57891	4/05/2023	FAIR MARKET ASSESSMENTS ASSESSORS SERVICES APRIL	2,910.00
57892	4/05/2023	GFL - GFL SOLID WASTE MIDWEST LLC REFUSE & RECYCLING COLLECTIONS	24,824.13
57893	4/05/2023	GREEN BAY METROPOLITAN SEWERAGE DISTRICT INTEREST DUTCHMAN CREEK REHAB	36.00

3/29/2023 10:42 AM

Check Register - Quick Report - ALL

Page: 2

ALL Checks

ACCT

ALL BANK ACCOUNTS

Dated From: 4/05/2023 From Account:  
 Thru: 4/05/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
57894	4/05/2023	HUB INTERNATIONAL MIDWEST LTD NOTARY BOND FOR A. WANGERIN	30.00
57895	4/05/2023	IT'S GOTTA GO / JIM OVERLY REFUND OVERPMNT CLOSED ACCT#000-1814-01	37.78
57896	4/05/2023	JASHON KILLSPOTTED REFUND PARK RENTAL 3/18/2023	175.00
57897	4/05/2023	MARCO TECHNOLOGIES LLC CONTRACT MAINT FEE FOR PRINTERS	113.42
57898	4/05/2023	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC LEASE INVOICE POSTAGE MACHINE	222.06
57899	4/05/2023	STATE OF WI - ENVIRONMENTAL IMPROVEMENT FUND ENVIRONMENTAL IMP FUND HOBART 05126	62,110.09
57900	4/05/2023	STREICHER'S STACCATO HOLSTER - RENKAS & CREDITS	2,226.15
57901	4/05/2023	TECHNOLOGY ARCHITECTS INC. QUARTERLY SERVICE & N-ABLEENDPOINT (EDR)	803.25
57902	4/05/2023	VON BRIESEN & ROPER S.C. ATTORNEYS AT LAW MULTIPLE INVOICES	9,738.20
BANI - VISA	4/05/2023	KALAHARI - VISA CREDIT	0.00
		Manual Check	
BANI - VISA	4/05/2023	AMAZON - VISA SUPPLIES PHOTO BATTERIES	20.95
		Manual Check	
BANI - VISA	4/05/2023	AMAZON - VISA ENVELOPE SEALERS	10.31
		Manual Check	
BANI - VISA	4/05/2023	AMAZON - VISA BATTERIES & LABELS GENERAL SUPPLY	109.48
		Manual Check	
BANI - VISA	4/05/2023	AMERICAN AED - VISA HEART PADS	180.00
		Manual Check	
BANI - VISA	4/05/2023	AMAZON - VISA ADAPTOR - POLICE	9.99
		Manual Check	
BANI - VISA	4/05/2023	DEPERE - BADGER STORAGE. - VISA STORAGE EVIDENCE	88.00
		Manual Check	
BANI - VISA	4/05/2023	AMAZON - VISA ADDRESS LABELS GENERAL SUPPLY	12.89
		Manual Check	
BANI - VISA	4/05/2023	AMERICAN AED - VISA HEART PADS	60.00
		Manual Check	
BANI - VISA	4/05/2023	AMERICAN AED - VISA HEART PADS ADULT	120.00
		Manual Check	

3/29/2023 10:42 AM

Check Register - Quick Report - ALL

Page: 3

ALL Checks

ACCT

ALL BANK ACCOUNTS

Dated From: 4/05/2023 From Account:  
 Thru: 4/05/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
ERICA - VISA	4/05/2023	WALMART - VISA	53.04
	Manual Check	GENERAL OFFICE SUPPLY	
ERICA - VISA	4/05/2023	UNCLE MIKES BAKE - VISA	24.00
	Manual Check	ELECTION EXPENSE	
ERICA - VISA	4/05/2023	D2 HOBART - VISA	120.77
	Manual Check	ELECTION EXPENSE	
ERICA - VISA	4/05/2023	D2 HOBART - VISA	183.96
	Manual Check	ELECTION EXPENSE	
ERICA - VISA	4/05/2023	SCOTT'S SUBS - VISA	131.21
	Manual Check	ELECTION EXPENSE	
ERICA - VISA	4/05/2023	MAILCHIMP - VISA	47.00
	Manual Check	WEB/HEADLINES	
JERRY - VISA	4/05/2023	WRWA - VISA	217.16
	Manual Check	CONFERENCE REGISTRATION J. LANCELLE	
JERRY - VISA	4/05/2023	MARIOTT - VISA	226.55
	Manual Check	CONFERENCE LODGING J. LANCELLE	
JERRY - VISA	4/05/2023	MENARDS - VISA	55.68
	Manual Check	WATERMAIN BREAK SUPPLIES	
JERRY - VISA	4/05/2023	SCOTT'S SUBS - VISA	54.73
	Manual Check	DPW TRAINING EXPENSE	
		Grand Total	146,430.44

3/29/2023 10:42 AM

Check Register - Quick Report - ALL

Page: 4

ALL Checks

ACCT

ALL BANK ACCOUNTS

Dated From: 4/05/2023

From Account:

Thru: 4/05/2023

Thru Account:

Amount

Total Expenditure from Fund # 001 - General Fund	58,329.71
Total Expenditure from Fund # 002 - Water Fund	69,497.35
Total Expenditure from Fund # 003 - Sanitary Sewer Fund	6,165.21
Total Expenditure from Fund # 004 - Capital Projects Fund	2,226.15
Total Expenditure from Fund # 006 - K-9 Fund	41.08
Total Expenditure from Fund # 007 - Storm Water Fund	2,805.58
Total Expenditure from Fund # 008 - TID #1 Fund	1,890.00
Total Expenditure from Fund # 009 - TID #2 Fund	1,856.20
Total Expenditure from Fund # 010 - Parks & Recreation	175.00
Total Expenditure from Fund # 011 - ARPA	3,444.16
Total Expenditure from all Funds	146,430.44



## **MEETING MINUTES – VILLAGE BOARD (Regular)**

**Date/Time: Tuesday March 21<sup>st</sup> 2023 (6:00 P.M.)**

**Location: Village Office, 2990 South Pine Tree Road**

### **ROUTINE ITEMS TO BE ACTED UPON:**

1. Call to order/Roll Call - The meeting was called to order by Rich Heidel at 6:00 pm. Rich Heidel, David Dillenburg, Vanya Koepke, Tammy Zittlow and Tim Carpenter were present.
2. Certification of the open meeting law agenda requirements and approval of the agenda – ACTION: To certify the open meeting law agenda requirements and approval of the agenda MOTION: Dillenburg SECOND: Carpenter VOTE: 5-0
3. Pledge of Allegiance - Those present recited the Pledge of Allegiance.

### **4. PUBLIC HEARINGS**

**A. PUBLIC HEARING – To Consider the Rezoning of Parcel HB-314-3 (formerly parcels HB-314-3, HB-314-6, & HB-314-7) (1550 South Overland Road and Orlando Drive) from R-2: Residential District and ER: Estate Residential District to A-1: Agricultural District –** Heidel opened the public hearing at 6:04 PM. Todd Gerbers (Director of Planning and Code Compliance) provided a summary of the request. No one from the public spoke. Heidel closed the public hearing at 6:06 PM.

**B. ACTION on aforesaid agenda item – Ordinance 2023-04 (AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN) –** ACTION: To approve Ordinance 2023-04 MOTION: Heidel SECOND: Zittlow VOTE: 5-0

**C. PUBLIC HEARING – To Consider Rezoning of Parcel HB-307 (formerly parcels HB-293, HB-293-2 & HB-307) (1805 South Pine Tree Road) from ER: Estate Residential District to A-1: Agricultural District -** Heidel opened the public hearing at 6:07 PM. Todd Gerbers (Director of Planning and Code Compliance) provided a summary of the request. No one from the public spoke. Heidel closed the public hearing at 6:09 PM.

**D. ACTION on aforesaid agenda item – Ordinance 2023-05 (AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE MUNICIPAL CODE OF THE VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN) –** ACTION: To approve Ordinance 2023-05 MOTION: Carpenter SECOND: Dillenburg VOTE: 5-0

**5. CONSENT AGENDA** - A. Payment of Invoices; B. VILLAGE BOARD: Minutes of March 7th 2023 (Regular); C. PLANNING AND ZONING COMMITTEE: Minutes of January 11th 2023; D. PUBLIC WORKS AND UTILITIES ADVISORY COMMITTEE: Minutes of February 13th 2023; E. SITE REVIEW COMMITTEE: Minutes of January 18th 2023 and August 17th 2022 - ACTION: To approve the Consent Agenda MOTION: Dillenburg SECOND: Heidel VOTE: 5-0

**6. ITEMS REMOVED FROM CONSENT AGENDA** - None

### **7. CITIZENS' COMMENTS, RESOLUTIONS AND PRESENTATIONS**

Brian Della (PMA) gave a presentation on the day's bond sale. The 2023A Community Development Bond was sold to BOK Financial Securities (3.36 percent). The 2023B Fire Station Bond was sold to TD Securities (3.80 percent).

**A. DISCUSSION AND ACTION – Resolution 2023-08 (RESOLUTION AWARDING THE SALE OF \$3,500,000 GENERAL OBLIGATION COMMUNITY DEVELOPMENT BONDS, SERIES 2023A) -** ACTION: To approve Resolution 2023-08 MOTION: Heidel SECOND: Dillenburg VOTE: 5-0

**B. DISCUSSION AND ACTION – Resolution 2023-09 (RESOLUTION AWARDING THE SALE OF \$4,900,000 GENERAL OBLIGATION FIRE STATION BONDS, SERIES 2023B) - ACTION:** To approve Resolution 2023-09 **MOTION:** Dillenburg **SECOND:** Carpenter **VOTE:** 5-0

## **8. VILLAGE ADMINISTRATOR'S REPORT/COMMUNICATIONS**

Village Administrator Aaron Kramer informed the Board the tentative date for the Fire Station groundbreaking is April 3<sup>rd</sup> at 10 AM. He also said that early in-person voting had commenced earlier in the day.

**A. INFORMATION – Wisconsin Legislative Update –** No action was taken.

**B. INFORMATION – February 2023 Hobart-Lawrence Police Department Monthly Report –** No action was taken.

## **9. COMMITTEE REPORTS AND ACTIONS**

**A. INFORMATION – New 26,000 square foot commercial building and associated site improvements (580 Centerline Dr., HB-525-7) (Site Review Committee) -** Todd Gerbers (Director of Planning and Code Compliance) provided a summary of the project. This property located along Centerline Dr., near Founders Ter., is currently undeveloped, and the proposed project will consist of a new 26,000 square foot, single story, business/office/packaging facility. Access to the site will be through a new driveway from Centerline Dr. that provides access to both the loading/unloading area and the employee/visitor parking areas. (Developer: Martor USA). No action was taken.

**B. INFORMATION - New 18,200 square foot fire station and associated site improvements (2703 S. Pine Tree Rd., HB-83-1) (Site Review Committee) -** Todd Gerbers (Director of Planning and Code Compliance) provided a summary of the project. This property located at 2703 S. Pine Tree Rd. is currently developed with a fire station and Village Park. This proposed project would construct a new Village Fire Station of 18,200 square feet that will replace the outdated facility that currently exists on site. Access to the site will remain largely the same with individual access points from both S. Pine tree Rd. and Florist Dr. Additionally there will be a dedicated exit driveway for emergency vehicles that are leaving the site. No action was taken.

**10. OLD BUSINESS** - None

## **11. NEW BUSINESS**

**A. DISCUSSION AND ACTION – Salt Contract with State of Wisconsin -** Staff was recommending the Village contract for 900 total tons for the 2023-2024 winter season, with 180 tons in reserve. This is a general fund budget item that is in each annual budget. **ACTION:** To approve the salt contract **MOTION:** Dillenburg **SECOND:** Zittlow **VOTE:** 5-0

**B. DISCUSSION AND ACTION – Authorization to Bid Out 2023 Capital Projects -** Staff is seeking authority to bid out the following projects: 1) Trout Creek Road pavement improvements (Hidden Trail to County Highway J, - 5,438 feet) – Capital Projects and ARPA Funds; 2) Belmar Road (culvert replacement) – Storm Water Fund; 3) North and South Overland Roads – patching and repair – General Fund Public Works Budget; 4) Copilot Way and Gulfstream Court (final coat and manhole sealing) – TID #2; 5) Berkshire Drive (curb and gutter installation) – Storm Water Fund. **ACTION:** To authorize bidding out the 2023 Capital projects **MOTION:** Heidel **SECOND:** Carpenter **VOTE:** 5-0

**C. DISCUSSION AND ACTION - Consider Preliminary Plat for Gateway Estates Subdivision, Parcels HB-350 & HB-357, S. Pine Tree Rd. & Orlando Dr. -** Lexington Homes, Inc. is proposing a 58-lot subdivision near the intersection of S. Pine Tree Rd. and Orlando Dr. (parcels HB-350 & HB-357). The plat that has been submitted is the preliminary plat that would have 57 single-family lots, 1 larger lot for the possible construction of multi-family buildings, and 4 Outlots (largely for storm water and environmentally sensitive areas). This request is for the preliminary plat at this time with the review for the final plat will be brought back to the Board at a future meeting once completed. Kramer noted that the Board had received an email from Ben Manders (1439 Lear Lane) in opposition to the plat. **ACTION:** To approve the preliminary plat **MOTION:** Carpenter **SECOND:** Koepke **VOTE:** 5-0

**D. DISCUSSION AND ACTION – To establish a Public Hearing to consider an ordinance creating the PI: Public Institutional District zoning district for lands that are intended more for public structures and uses – ACTION:** To set the Public Hearing for the April 18<sup>th</sup> Board meeting **MOTION:** Heidel **SECOND:** Koepke **VOTE:** 5-0

**E. DISCUSSION AND ACTION – To establish a Public Hearing to consider changes to the Floodplain Zoning Ordinance (Chapter 290) - ACTION:** To set the Public Hearing for the April 18<sup>th</sup> Board meeting **MOTION:** Heidel **SECOND:** Koepke **VOTE:** 5-0



**F. DISCUSSION AND ACTION - Agreement between Hobart-Lawrence Police Department (HLPD) and Brown County Public Safety Communications Database** – ACTION: To approve the agreement MOTION: Heidel SECOND: Dillenburg VOTE: 5-0

**G. DISCUSSION AND ACTION - Agreement between HLPD and Brown County Public Safety Communications Center (TIME Inter-Agency and Interface Agreement)** - ACTION: To approve the agreement MOTION: Dillenburg SECOND: Zittlow VOTE: 5-0

**H. DISCUSSION AND ACTION - Agreement between HLPD and Wisconsin Department of Justice Crime Information Bureau (Interpol Agreement)** - ACTION: To approve the agreement MOTION: Heidel SECOND: Koepke VOTE: 5-0

**I. DISCUSSION AND ACTION - Expansion of Police Department Canine Program – Facility/Therapy Canine** - Police Chief Mike Renkas presented the details of the proposed program to the Board. There is a budgetary impact - a handler is entitled to 3.5 hours per week for canine care and maintenance. Therefore, the selected handler will be monetarily compensated for those hours – after taking possession of the canine. There are costs associated with food, veterinary services, and training to add this canine to our existing program; however, there is not a monetary impact on the budget as we will use existing canine donations for those costs. ACTION: To approve proceeding with the program MOTION: Heidel SECOND: Zittlow VOTE: 5-0

ACTION: To have a 10-minute recess prior to closed session (7:52 PM) MOTION: Heidel SECOND: Koepke VOTE: 5-0

ACTION: To reconvene the meeting (8:02 PM) MOTION: Heidel SECOND: Carpenter VOTE: 5-0

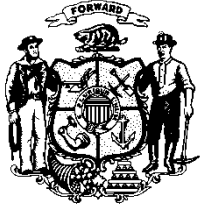
**J. ADJOURN to CLOSED SESSION (8:03 PM)** – ACTION: To go into closed session under 1. Under Wisconsin State Statute 19.85 (1) (e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session RE: Sale of Property/TID Projects/Development Agreements, and 2. Under Wisconsin State Statute 19.85 (1) (g): Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. RE: Tribal Affairs; Potential Litigation MOTION: Heidel SECOND: Koepke VOTE: 5-0

**K. CONVENE into open session (9:22 PM)** – MOTION: Dillenburg SECOND: Zittlow VOTE: 5-0

**L. ACTION from closed session** – No action

**12. ADJOURN (9:23 PM)** – MOTION: Heidel SECOND: Carpenter VOTE: 5-0

Submitted by Aaron Kramer, Village Administrator



# Public Service Commission of Wisconsin

Rebecca Cameron Valcq, Chairperson, Chairperson  
 Ellen Nowak, Commissioner, Commissioner  
 Tyler Huebner, Commissioner, Commissioner

4822 Madison Yards Way  
 P.O. Box 7854  
 Madison, WI 53707-7854

March 1, 2023

Mr. Brian Rickert, Public Works Director  
 Ashwaubenon Water and Sewer Utility  
 2155 Holmgren Way  
 Ashwaubenon, WI 54304

Re: Application of the Village of Ashwaubenon, Brown County, 255-WR-103  
 Wisconsin, as a Water Public Utility, for Authority to  
 Adjust Water Rates

Dear Mr. Rickert:

On May 9, 2022, the Public Service Commission (Commission) issued its Final Decision in Docket 255-WR-103 for new rates and rules for the Ashwaubenon Water and Sewer Utility (Utility). On March 1, 2023, the Utility filed a letter stating it has adopted the rates and rules authorized by the Commission and will make the Phase II rates effective for service beginning April 26, 2023.

The Commission has placed the Phase II rates and rules on file as Amendment 18. Attached is a copy of the Amendment for the Utility's records. Attached is a sheet that indicates the schedules that have been amended, deleted, or have remained unchanged as authorized by the Commission's Final Decision. Refer to this sheet in updating the Utility's copy of the rate file.

The Utility must make the current rates and rules available for public inspection and review at the Utility's office(s) and all bill payment stations pursuant to Wis. Admin. Code § PSC 185.22.

The Utility should mark the old rates and rules as superseded and keep them in a separate file. Pursuant to Wis. Admin. Code § PSC 185.19, the Utility must keep a file of its previous rates and rules permanently.

If you have any questions, please contact me.

Sincerely,

Andrew Fisher  
 Public Utility Rate Analyst  
 Public Service Commission of Wisconsin  
 Division of Water Utility Regulation and Analysis  
 (608) 266-3905 | [Andrew.Fisher@wisconsin.gov](mailto:Andrew.Fisher@wisconsin.gov)

ALF:DL:01932075

cc: Bridgot A. Gysbers, Ruekert & Mielke, Inc.  
 Edward Maxwell, Ruekert & Mielke, Inc.

**RATE FILE**Sheet No. 1 of 1Schedule No. W-1Amendment No. 18**Public Service Commission of Wisconsin****Ashwaubenon Water and Sewer Utility****Wholesale Water Service**

Wholesale water service to the Village of Hobart Water Utility shall be provided at the following rate:

Public Fire Protection Service

Service Charge: \$ 1,249 per quarter (or \$4,996 annually)

General Service

Service Charge: \$ 325.00 per quarter

Volume Charge: \$ 4.97 per 1,000 gallons

Billing: Same as Schedule Mg-1.

## AMBULANCE SERVICE AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 2023 by and between AEGIS GROUP, Inc. d/b/a COUNTY RESCUE SERVICES, a Wisconsin nonprofit, non-stock corporation (hereinafter referred to as "County Rescue"), and Village of Hobart (hereinafter referred to as "the Municipality").

### RECITALS:

- A. The residents of the Municipality are in need of ambulance services; and
- B. The Municipality is authorized by Sec. 60.29(17) or Sec. 61.34 of the Wisconsin Statutes to contract for ambulance services with one or more providers for conveyance of the sick and injured and determine and charge a reasonable fee for ambulance services; and
- C. The Municipality has determined it is in the best interest of its residents to contract with a non-stock, nonprofit provider of ambulance services; and
- D. The Municipality recognizes its responsibilities to be a prudent buyer of services.
- E. County Rescue is a private non-stock, nonprofit corporation licensed to provide ambulance services in the State of Wisconsin and, as such, operates an Emergency Medical Services ("EMS") system to provide such services.

NOW, THEREFORE, in consideration of the above recitals, the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. **Ambulance Service.** County Rescue shall make available and provide on-call ambulance service consisting of emergency rescue and advanced life support services on a twenty-four (24) hour per day basis to the Municipality and to the residents thereof as part of the County Rescue EMS system. To the extent County Rescue service is not available to respond, County Rescue will establish response by providers of similar services through existing mutual aid agreements.
2. **Patient Transportation Policy.** A user of ambulance services shall be transported by County Rescue to the hospital or institution of his/her choice, but in the event such user is unable to communicate such choice, County Rescue shall transport the user to the hospital or institution County Rescue determines, in its best judgment under the circumstances, is most appropriate given the user's condition.
3. **Ambulance Equipment.** County Rescue warrants that during the term of this Agreement, each of its ambulances shall be equipped with equipment meeting the standards of the State of Wisconsin.
4. **Insurance.**
  - a. Motor Vehicle Insurance. County Rescue shall carry motor vehicle insurance coverage on each ambulance with minimum coverage amounts for personal injury of Two Hundred Fifty Thousand Dollars (\$250,000) for each person, Five Hundred Thousand Dollars (\$500,000) for all persons in each accident and property damage insurance of One Hundred Thousand Dollars (\$100,000) per occurrence.

- b. Professional Liability Insurance. County Rescue shall carry professional liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.
- c. Umbrella Coverage. County Rescue shall maintain umbrella coverage of not less than Ten Million Dollars (\$10,000,000) over the required motor vehicle and liability limits.
- d. Proof of Coverage. County Rescue shall provide at the Municipality's request, a copy of all policies or certificates of insurance issued by County Rescue's insurance carriers or brokers evidencing that the insurance required by the preceding paragraphs is in full force and effect. County Rescue, at the Municipality's request, shall use its best efforts to have County Rescue's insurance policies name the Municipality as an additional insured and provide that such insurance will not be canceled without giving the Municipality thirty (30) days advance written notice.
- 5. Compensation.** In consideration of County Rescue remaining on-call to provide ambulance services to the Municipality, beginning on the effective date of the Agreement, and for the duration of the Agreement, the Municipality shall pay County Rescue an annual fee according to the fee schedule.
- a. Per Capita. The Municipality shall have its per capita number capped at 10,000 residents while the population of the Municipality is between 10,000 and 14,999 as determined by the U.S. Census numbers in 2020 and 2030. In 2031, the per capita number will be increased to 12,500 if the Municipality population exceeds 15,000. The per capita fee charged to the Municipality is not intended to cover actual costs rendered, but is designed solely to engage County Rescue's services on a stand-by, on-call basis.
- b. Cost of Living Adjustment. The per capita fee shall be increased 5% each year of this Agreement.
- c. Payment. The annual Service Cost fee for 2023 is due in full at the signing of this Agreement by the Village of Hobart. Thereafter, payment may be made on a monthly or annual basis based on the preference of the Municipality as declared by the Municipality at the beginning of each calendar year. If paying annually, payment in full for that year will be due on the 1<sup>st</sup> of February. If paying monthly, an equal installment of the total Service Cost fee will be due on the 15<sup>th</sup> of each month. The annual Service Cost fees for the term of this Agreement are as follows:

2023-29: Census population ≤10,000

Year	Per Capita Rate	Municipal Cap	Service Cost
2023	\$ 13.64	10000	\$ 136,400.00
2024	\$ 14.32	10000	\$ 143,200.00
2025	\$ 15.04	10000	\$ 150,400.00
2026	\$ 15.79	10000	\$ 157,900.00
2027	\$ 16.58	10000	\$ 165,800.00
2028	\$ 17.41	10000	\$ 174,100.00
2029	\$ 18.28	10000	\$ 182,800.00

2030-40: Census population &lt;15,000

Year	Per Capita Rate	Municipal Cap	Service Cost
2031	\$ 20.15	10000	\$ 201,500.00
2032	\$ 21.16	10000	\$ 211,600.00
2033	\$ 22.22	10000	\$ 222,200.00
2034	\$ 23.33	10000	\$ 233,300.00
2035	\$ 24.50	10000	\$ 245,000.00
2036	\$ 25.73	10000	\$ 257,300.00
2037	\$ 27.02	10000	\$ 270,200.00
2038	\$ 28.37	10000	\$ 283,700.00
2039	\$ 29.79	10000	\$ 297,900.00
2040	\$ 31.28	10000	\$ 312,800.00

2030-40: Census population ≥15,000

Year	Per Capita Rate	Municipal Cap	Service Cost
2031	\$ 20.15	12500	\$ 251,875.00
2032	\$ 21.16	12500	\$ 264,500.00
2033	\$ 22.22	12500	\$ 277,750.00
2034	\$ 23.33	12500	\$ 291,625.00
2035	\$ 24.50	12500	\$ 306,250.00
2036	\$ 25.73	12500	\$ 321,625.00
2037	\$ 27.02	12500	\$ 337,750.00
2038	\$ 28.37	12500	\$ 354,625.00
2039	\$ 29.79	12500	\$ 372,375.00
2040	\$ 31.28	12500	\$ 391,000.00

- 6. Independent Contractor.** In performing the services described herein, County Rescue is acting as an independent contractor. Neither party is or is to be considered as the agent or employee of the other party for any purposes whatsoever. Neither party has the authority to enter into contracts or assume any obligation for or on behalf of the other party or to make any warranties or representations for or on behalf of the other party.
- 7. Term.** The term of this Agreement shall replace the current Ambulance Service Agreement which renewed on January 1, 2023. The terms of this agreement shall be retroactively applied to January 1, 2023 and shall continue for eighteen (18) years, expiring December 31<sup>st</sup>, 2040, unless otherwise modified or terminated as provided in this Agreement. Either party may terminate this Agreement for cause upon 180-days written notice to the other party; provided however, the breaching party shall be entitled to cure such breach within such thirty (30) day period. For purposes of this Agreement, "Cause" shall be defined as the breach of any of the material terms of this Agreement. Notwithstanding the foregoing, County Rescue may terminate this Agreement immediately upon the delivery of written notice if (a) the Municipality fails to make timely payment for amounts due hereunder and such failure continues for a period of ten (10) days following written notice to the Municipality, or (b) if the Municipality makes an assignment for the benefit of creditors; admits in writing its inability to pay its debtors as they come due; is adjudicated bankrupt or insolvent; files or has filed against it any petition in bankruptcy or seeking and reorganization, arrangement, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation; seeks or consents to the appointment of any custodian, trustee, receiver or liquidator of the Municipality or of all or any substantial part of the properties of the Municipality; or if the Municipality or its officials shall take any action looking to the dissolution or liquidation of the Municipality.

The Municipality may terminate the agreement for cause if County Rescue is adjudicated bankrupt or insolvent; files or has filed against it any petition in bankruptcy or seeking and reorganization, arrangement, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation; seeks or consents to the appointment of any custodian, trustee, receiver or liquidator of County Rescue or of all or any substantial part of the properties of County Rescue; or if County Rescue or its officials shall take any action looking to the dissolution or liquidation of County Rescue.

- 8. Indemnification.** Each party shall indemnify, defend, and hold harmless the other party and its directors, officers, employees, agents, parent, subsidiaries, successors, and assigns from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including reasonable attorneys' fees) arising out of or resulting from, in whole or in part, the acts or omissions of the party, its employees, agents or contractors and the indemnifying party's affiliated companies and their employees, agents or contractors. Notwithstanding the foregoing, the indemnification of the Municipality by County Rescue shall be limited to the amounts of insurance set forth at Paragraph 4 above.
- 9. Limitation of Liability.** Notwithstanding any other provisions of this Agreement, neither party nor its suppliers, subcontractors, affiliates, subsidiaries, or parent corporations, shall be liable for: Any indirect, incidental, reliance, special or consequential damages (including lost profits) sustained or incurred in connection with this Agreement; or damages due to causes beyond the reasonable control of the party charged and attributable to any acts or omissions of any person other than the party charged.

No provision contained in this Agreement shall be construed as to prevent the municipality from exerting a defense as provided by Wisconsin Statute 893.80.

The limitations of liability set forth in this section shall apply:

- a. Whether or not County Rescue had been advised of the possibility of such damages;
- b. Regardless of the form of action, whether in contract, warranty, strict liability, tort (including, without limitation, negligence of any kind) or otherwise; and
- c. Whether or not such damages were foreseeable.

Except as expressly provided for in this section, this Agreement does not provide third parties (including, without limitation, residents of the Municipality) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

- 10. Force Majeure or Other Causes.** Neither party, nor its affiliates, subsidiaries, subcontractors, or parent corporations shall be liable in any way for delay, failure in performance, loss or damage due to any of the following: fire, strike, embargo, explosion, power blackout, earthquake, volcanic action, flood, war, declared pandemic, water, the elements, labor disputes, civil or military authority, acts of God, acts of the public enemy, inability to secure raw materials, inability to secure products, acts or omissions of carriers, or other causes beyond its reasonable control, whether or not similar to the foregoing.
- 11. Assignment.** Neither party may assign any of its rights or obligations under this agreement without prior written consent of the other party, except that County Rescue may assign this agreement to a parent corporation, any subsidiary, or an affiliate.
- 12. Modification and Amendment.** This Agreement may not be modified, amended, or terminated except by written agreement specifically referring to this Agreement signed by the parties hereto. No waiver of a breach or default hereunder shall be considered valid unless in writing and signed by

the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

**13. Governing Law.** The laws of the State of Wisconsin shall govern the interpretation and performance of this Agreement.

**14. Attorneys' Fees.** If one of the parties brings suit seeking to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to the costs of such action, including, without limitation, reasonable attorneys' fees and expenses.

**15. Notice.** Required notices hereunder must be in writing. Notices must be delivered: a) as postage prepaid registered or certified U.S. mail with a "return receipt requested," or b) by a next-day delivery service by a recognized next-day courier. Notices are deemed delivered when received or rejected, as documented by the tracking report or return receipt. Notices are to be sent to the party's address found on the signature page hereto or as modified in writing from time to time by a party.

**16. Nondiscrimination.** The parties agree that they shall not discriminate based on race, sex, color, religion, national origin, handicap, or any other protected characteristic under federal, Wisconsin, or local law, provision, or ordinance.

**17. Partial Invalidity.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**18. Entire Agreement.** This Agreement, including its attachments incorporated herein by reference, contains the parties' complete understanding and supersedes all prior oral or written representations and statements between the parties.

IN WITNESS WHEREOF, County Rescue and the Municipality, acting through their duly authorized representatives, hereby agree to the terms set forth in this Agreement as of the date first above written.

**AEGIS GROUP, INC. d/b/a County Rescue Services**

**Village of Hobart**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: County Rescue Services  
Attn: Nathan Riehl  
1765 Allouez Avenue  
Green Bay, WI 54311

Address: Village of Hobart  
Attn: \_\_\_\_\_  
2990 South Pine Road  
Hobart, WI 54155



## PREMISES USE AGREEMENT

This Premises Use Agreement ("Use Agreement" or "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2023 by and between AEGIS GROUP, Inc. d/b/a COUNTY RESCUE SERVICES, a Wisconsin nonprofit, non-stock corporation (hereinafter referred to as "County Rescue"), and Village of Hobart (hereinafter referred to as "the Municipality"), and together referred to as "the parties."

### RECITALS:

- A. The Parties have entered into a contemporaneous Ambulance Service Agreement ("Service Agreement"). A copy of that Service Agreement is attached and made part of this Use Agreement by reference.
- B. To facilitate the services described in the Service Agreement, the Municipality intends to allow County Rescue locate an ambulance and crew at Hobart Fire Station #1 on South Pine Tree Road in the Village of Hobart, Brown County, Wisconsin ("Fire Station").
- C. This Use Agreement is contingent upon the Village Board constructing the Fire Station, with crew living quarters for County Rescue's use and the other areas described herein for use by County Rescue. The areas of the Fire Station available for County Rescue's use are collectively referred to as the "Premises."
- D. County Rescue and the Municipality have agreed to execute and deliver this Premises Use Agreement.

NOW, THEREFORE, in consideration of the preceding recitals, the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. **Premises.** The Municipality shall allow County Rescue to use the following Fire Station areas. Unless described below as "shared," the identified areas are for the exclusive use of County Rescue. Shared spaces may be used by both parties equally.

<u>Room/Area</u>	<u>Approximate Square Footage</u>
Dorm Rooms (Room #s 122, 124, 126)	324
Garage Storage Closet (Room #135)	162
Kitchen/Lounge- <b>Shared</b> (Room #115)	346
Laundry - <b>Shared</b> (Room #121)	36
Bathrooms - <b>Shared</b> (Room #s 123, 125)	64
Apparatus Bay (133, Bay 1)	1,530

The total area available for County Rescue's use is approximately 2,462 square feet.

In addition to the interior areas of the Fire Station, four parking spaces in the Fire Station parking lot will be designated and labeled by the Municipality as County Rescue Services employee parking only.

**MAINTENANCE AND CLEANING.** The Municipality remains responsible for the maintenance and upkeep of the Fire Station, including the Premises described in section "1", including snow and ice removal from the parking areas designated for County Rescue. County Rescue is responsible for the routine housekeeping of the interior Premises areas reserved for its exclusive use.

- 2. SERVICE AGREEMENT OFFSET.** County Rescue recognizes that its use of the Premises, pursuant to this Agreement, deprives the Municipality of using portions of the Fire Station. For this reason, for the duration of the Service Agreement, but only for so long as County Rescue uses the Premises in accordance with this Agreement, County Rescue shall annually credit the Municipality a reduction in the annual ambulance service fee agreed upon in the Service Agreement. The credit is as follows:

*[To be determined by the parties before executing the Agreement.]*

- 3. Term.** This Agreement commences on the date first written above. County Rescue's use of the Premises commences when all of the following have occurred:
- a. The Municipality has deemed the Fire Station, including the Premises, ready for County Rescue's use;
  - b. County Rescue acknowledges the Premises are suitable and ready for its use; and
  - c. County Rescue has begun to use any interior portion of the Premises.

This Use Agreement expires at 11:59 on December 31, 2040 ("Expiration Date), unless otherwise modified or terminated as provided in this Agreement.

**4. Early Termination.**

- a. **For Cause** - Either party may terminate this Agreement for cause 180 days after giving written notice of termination to the other party; however, the non-terminating party shall be entitled to cure the "cause" within sixty (60) days of receipt of the written notice. Receipt of the written notice will be deemed to have occurred not later than ten calendar days from the date of mailing. "Cause" is defined as the breach of any of the material terms of this Agreement.

The foregoing notwithstanding, the termination of this Agreement and the Service Agreement, occurs immediately upon the delivery of written notice if: (a) the Municipality fails to make timely payment for amounts due in accordance with the Service Agreement, and such failure continues for a period of ten (10) days following written demand for payment to the Municipality, or (b) if either party makes an assignment for the benefit of creditors; admits in writing its inability to pay its debtors as they come due; is adjudicated bankrupt or insolvent; files or has filed against it any petition in bankruptcy or seeking and reorganization, arrangement, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation; seeks or consents to the appointment of any custodian, trustee, receiver or liquidator of all or any substantial part of its properties; or if the Municipality, or its officials, shall take any action looking to the dissolution or liquidation of County Rescue

**b. For Other Reasons**

- i. County Rescue may terminate this Agreement if, in its judgment, it determines the location of the Fire Station is no longer the most appropriate or efficient location for an ambulance within the County Rescue EMS system. Termination shall be effective 180 days after giving the Municipality written notice of termination. The Municipality will retain the full credit for the year this Agreement ends. The Parties agree that termination of this Premises Use Agreement by County Rescue, under this paragraph, does not terminate the Services Agreement.
- ii. If the Ambulance Service Agreement is terminated, this Premises Use Agreement also terminates, and County Rescue shall vacate the Premises by the Ambulance Service Agreement's termination date.

**4. Indemnification.** Each party shall indemnify, defend, and hold harmless the other party and its directors, officers, employees, agents, parent, subsidiaries, successors, and assigns from and against all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including reasonable attorneys' fees) arising out of or resulting from, in whole or in part, the acts or omissions of the party, its employees, agents or contractors and the indemnifying party's affiliated companies and their employees, agents or contractors. Notwithstanding the preceding, the indemnification of the Municipality by County Rescue shall be limited to the amounts of insurance set forth in Paragraph 4 of the Ambulance Service Agreement.

**5. Limitation of Liability.** Notwithstanding any other provisions of this Agreement, neither party nor its suppliers, subcontractors, affiliates, subsidiaries, or parent corporations shall be liable for any indirect, incidental, reliance, special, or consequential damages (including lost profits) sustained or incurred in connection with this Agreement, or for damages due to causes beyond the reasonable control of the party and attributable to any acts or omissions of any person other than the party. Nothing within this Agreement shall be construed to prevent the Municipality from exerting a defense as provided by Wisconsin Statute 893.80.

Except as expressly provided for in this section, this Agreement does not give third parties (including, without limitation, residents of the Municipality) any remedy, claim, liability, reimbursement, cause of action, or other right or privilege against County Rescue and its directors, officers, employees, agents, parent corporations, subsidiaries, successors, and assigns.

**6. Force Majeure or Other Causes.** Neither party nor its affiliates, subsidiaries, subcontractors, or parent corporations shall be liable in any way for a delay, failure in performance, loss, or damage due to any of the following: fire, strike, embargo, explosion, power blackout, earthquake, volcanic action, flood, war, declared pandemic, water, the elements, labor disputes, civil or military authority, acts of God, acts of the public enemy, inability to secure raw materials, inability to obtain products, acts or omissions of carriers, or other causes beyond its reasonable control, whether or not similar to the preceding.

**7. Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, except that County Rescue may assign this Agreement to a parent corporation, any subsidiary, or an affiliate.

- 8. Modification and Amendment.** This Agreement may not be modified, amended, or terminated except by a written agreement explicitly referring to this Agreement and signed by the parties hereto. No waiver of a breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver. No such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- 9. Governing Law.** The laws of the State of Wisconsin shall govern the interpretation and performance of this Agreement.
- 10. Attorneys' Fees.** If one of the parties brings suit seeking to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to the costs of such action, including, without limitation, reasonable attorneys' fees and expenses.
- 11. Notice.** Required notices hereunder must be in writing. Notices must be delivered: a) as postage prepaid registered or certified U.S. mail with a "return receipt requested," or b) by a next-day delivery service by a recognized next-day courier. Notices are deemed delivered when received or rejected, as documented by the tracking report or return receipt. Notices are to be sent to the party's address found on the signature page hereto or as modified in writing from time to time by a party.
- 12. Nondiscrimination.** The parties agree that they shall not discriminate based on race, sex, color, religion, national origin, handicap, or any other protected characteristic under federal, Wisconsin, or local law, provision, or ordinance.
- 13. Partial Invalidity.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 14. Entire Agreement.** This Agreement, including its attachments incorporated herein by reference, contains the parties' complete understanding and supersedes all prior oral or written representations and statements between the parties.

IN WITNESS WHEREOF, County Rescue and the Municipality, acting through their duly authorized representatives, hereby agree to the terms set forth in this Agreement as of the date first above written.

**SIGNATURE PAGE FOLLOWS**

**AEGIS GROUP, INC. d/b/a County Rescue Services**

**Village of Hobart**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: County Rescue Services  
1765 Allouez Avenue  
Green Bay, WI 54311

Address: Village of Hobart  
2990 South Pine Road  
Hobart, WI 54155

Attn: Nathan Riehl

Attn: \_\_\_\_\_



**TO:** Village Board  
**FROM:** Aaron Kramer, Village Administrator  
**RE:** Animal Limitation Ordinance  
**DATE:** April 5<sup>th</sup> 2023

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### CURRENT ORDINANCE

#### § 102-12. Number of animals limited.

A. No person shall own, harbor, or keep in his possession more than two dogs on property zoned residential, with the exception that a litter of pups, or a portion of a litter, may be kept for not exceeding 12 weeks from birth, on a parcel consisting of 2 1/2 acres or less. On parcels more than 2 1/2 acres in size, no person shall own, harbor, or keep in his possession more than five dogs on property zoned residential, with the exception that a litter of pups, or a portion of a litter, may be kept for not exceeding 12 weeks from birth.

B. For the purpose of determining the size of a property for the regulation of the number of dogs permitted, adjoining parcels owned by the same person may be combined to determine the total acreage for regulation purposes as described in Subsection A above.

C. If a person owns, harbors or keeps more than the allowable number of dogs under Subsection A above at the time the ordinance establishing the limit is passed, they shall not be required to remove any dogs from the property, but will not be able to replace any dog, after they are no longer owned, harbored or kept on the property permanently, until the person is in compliance with the ordinance.

D. No person in the Village residing in the R-2, R-2-R or R-3 Single-Family Zoning Districts shall own, harbor or keep in his or her possession more than six chickens. For the purposes of this section, a "chicken" shall be defined as a domestic hen or pullet of the subspecies *Gallus gallus domesticus*. No roosters are allowed.

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### NEIGHBORING ORDINANCES

- TOWN OF LAWRENCE: Zoning Code
- SEYMOUR: No Limit
- SUAMICO: No Limit
- HOWARD: No person, except a kennel licensee, shall own, harbor or keep more than two dogs that are more than five months of age except in a place where animals are impounded or restrained, as specified in this article. If a total of more than two dogs are owned, harbored or kept in or by any one household, the head of the household shall be deemed the person so owning, harboring or keeping such dogs, notwithstanding that the dog license may be issued to other members of the household as owners of such animals.

- ASHWUABENON: No person shall own, harbor, or keep in his possession a total of no more than two dogs or cats, with the exception that a litter of puppies or kittens, or a portion of a litter, may be kept for a period not exceeding eight weeks from birth.
- DE PERE:
  - (a) Unless a permit for keeping chickens has been issued under this chapter for a property parcel, the maximum number of dogs and cats allowed per dwelling unit within the city is four; with three being the limit on the number of cats and two being the limit on the number of dogs. If a permit for keeping chickens has been issued under this chapter for a property parcel, the number of dogs or cats allowed per dwelling unit shall be decreased by the number of chickens permitted on the property parcel so that the number of dogs or cats in the dwelling unit plus the number of chickens permitted on the property parcel do not exceed six animals. In no event shall the number of chickens exceed four.
  - (b) A variance in the number of dogs or cats allowed may be granted by the health officer after consultation with the chief of police or designee. In no event shall the number of dogs or cats in a dwelling unit exceed four. The health officer and chief of police shall consider whether there have been any complaints of any violation of this chapter against the owner or property owner in all variance requests. Such variance may be subject to conditions as deemed appropriate by the health officer. There shall be no variances allowed in the maximum number of chickens.
  - (c) The variance may be revoked by the health officer if any condition specified in the variance is not met. The variance may also be revoked by the health officer if a complaint regarding violation of this chapter is received after the variance is granted.
  - (d) All decisions to revoke a previously granted variance may be appealed to the board of health if written notice of appeal is received by the health officer within 14 days of receipt of the revocation notice.
- BELLEVUE:
  - A. No more than two dogs may be kept or harbored on any lot zoned residential within the Village.
  - B. Exceptions.
    - (1) A litter of pups, or a portion of a litter, may be kept for a period of time not exceeding five months from birth.
    - (2) When more than one dwelling unit is legally located on a lot, the maximum number of dogs that may be kept shall apply separately to each occupied dwelling unit. For purposes of this section, "dwelling unit" means any building or a portion of a building designed exclusively for residential occupancy with individual sleeping, toilet and cooking facilities.
  - C. A permit to keep more than two dogs on a lot may be granted by the animal control/humane office if the following criteria are met:
    - (1) The owner shall demonstrate to the Village that all the dogs have valid licenses.
    - (2) The owner shall demonstrate that all dogs have been property vaccinated.
    - (3) The owner shall provide:
      - (a) Information on the breed and approximate age of the dogs.
      - (b) Information as to where the dogs will be housed (i.e., inside, backyard, etc.).
      - (c) Letters from all adjacent residences indicating that there have not been problems with dogs at the requesting residence (i.e., excessive barking, dogs running loose, property damage, etc.).
      - (d) A valid reason why he is requesting an additional dog(s) (i.e., taking in the animal due to a death in the family, operating a business involving animals, etc.).
      - (e) Any change in the animals listed on the permit.
  - D. No person, except a kennel licensee or multiple dog permit holder, shall own, harbor or keep more than two dogs that are more than five months of age except in a place where animals are impounded or restrained, as specified in this article. If a total of more than two dogs are owned, harbored or kept in or by any one household,

the head of the household shall be deemed the person so owning, harboring or keeping such dogs, notwithstanding that the dog license may be issued to other members of the household as owners of such animals. All kennels/multiple dog owners will adhere to the standards outlined under 2009 Wisconsin Act 90, Section 3, § 173.41(3) to (14), Wis. Stats.

- **WRIGHTSTOWN:**

A. Number of dogs. No person, except a kennel licensee, shall own, harbor or keep more than three dogs that are more than five months of age except in a place or places where animals are impounded by the village. If a total of more than three dogs are owned, harbored or kept in or by any one household, the head of the household shall be deemed the person so owning, harboring or keeping such dogs, notwithstanding that the dog license or licenses may be issued to other members of the household as owners of such animals.

B. Kennels.

(1) Any person having more than three dogs in his or her possession will be required to obtain a kennel license, defined as a business that provides habitation and shelter for up to 12 animals at any one time, and pay the respective annual fee, based on a scale dependent on the number of dogs allowed as set forth in Chapter 102, Fees and Penalties.

(2) A kennel license is only allowed in Zoning § 206-23, R-R Rural Residential District, Subsection C, Conditional uses.

(3) Operation of kennel is subject to recommendation of the Village Planning Commission and subsequent approval of the Village Board. The County Health Department may inspect and approve the premises prior to the initial occupancy. Operation of a kennel shall be in compliance with Wisconsin State Statutes and county regulations, with required permitting approved prior to municipal approval.

(4) The method of collection, treatment, and disposal of animal excrement shall be in accordance with all applicable DNR regulations.

(5) The outside area of the kennel shall be adequately fenced to assure no dog escapes to run at large; a suitable privacy barrier shall be put in place to visually block the outside area of the play area of the kennel from passing vehicle or pedestrian traffic on any abutting street, sidewalk, and neighboring residential property to minimize noise, barking, and any other exceedingly annoying circumstances that could occur.

(6) Aside from the annual kennel license fee, each dog shall also be individually licensed in accordance with Wisconsin State Statutes.

## OPTIONS

- Make no changes to the current ordinance
- Add language requiring a form to be filled out by neighboring properties. Such language could read as follows:

B. A person shall be exempted from Subsection A above, on a parcel or combination of parcels as prescribed in Subsection C below, if the following criteria are met, and the exemption shall allow for the possession of up to four dogs on property zoned residential, with the exception that a litter of pups, or a portion of a litter, may be kept for not exceeding 12 weeks from birth.

(1) The person requesting the exemption shall acquire the signatures of all abutting property owners to the parcel or parcels on which the dogs shall be possessed, by circulating a form as provided by the Village. The form shall be submitted to the Village annually at the time that dog licenses are acquired

(2) Each form shall be considered as expired on December 31<sup>st</sup> of the year in which it is submitted to the Village.

(3) There shall be no administrative charge or fee applied to the form or the submission to the Village.

- Language modeled after De Pere's ordinance:

A variance in the number of dogs or cats allowed may be granted by the health officer after consultation with the chief of police or designee. In no event shall the number of dogs or cats in a dwelling unit exceed four. The health officer and chief of police shall consider whether there have been any complaints of any violation of this chapter



against the owner or property owner in all variance requests. Such variance may be subject to conditions as deemed appropriate by the health officer. There shall be no variances allowed in the maximum number of chickens.